

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 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.

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

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

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

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

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

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

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, October 14, 2008, 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

Public Comments

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

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 for handling. 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.

Introductions/Recognitions

Ladera Vista Junior High School Report

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

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 23, 2008

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 C22B0038 through C22B0042, C22C0022 through C22C0029, C22D0266 through C22D0297, C22M0155 through C22M0172, C22R0233 through C22R0283, C22S0066 through C22S0077, C22T0012 through C22T0014, C22V0050 through C22V0054, C22X0258 through C22X0306 for the 2008/2009 fiscal year.
- 1d. Approve/Ratify Food Services purchase orders numbered 110175 through 110247 for the 2008/2009 school year.
- 1e. Approve/Ratify warrants numbered 65837 through 66081 for the 2008/2009 school year in the amount of \$2,143,169.22.
- 1f. Approve/Ratify Food Services warrant numbered 6474 for the 2008/2009 school year.
- 1g. Adopt Resolution #08/09-03 proclaiming October 27 - 31, 2008, as "Red Ribbon Week" for the Fullerton School District.
- 1h. Approve the 2008/2009 Agreements with the Orange County Department of Education for Inside the Outdoors Field and School Programs.
- 1i. Approve the 2008/2009 Agreement with the Orange County Department of Education for Resident Outdoor Science School.
- 1j. Approve/Ratify Consultant Agreement for the 2008/2009 school year between the Fullerton School District and Judy Smith to provide professional development training in Professional Learning Communities at Pacific Drive School.
- 1k. Approve 2008/2009 Stipends for Peer Assistance and Review (PAR) Joint Panel teacher members.
- 1l. Approve Telecommunications of Orange County Agreement for 2008/2009.
- 1m. Approve Ted Lai to attend the International Student Media Festival in Orlando, Florida from November 5-8, 2008 at no cost to the District.
- 1n. Approve the 2008/2009 Agreement with Camp High Trails for Outdoor Science School.
- 1o. Approve the 2008/2009 Agreement with the Ocean Institute for Outdoor Science School.
- 1p. Approve the 2008/2009 Agreement with Pathfinder Ranch for Outdoor Science School.
- 1q. Approve the 2008/2009 Agreement with Thousand Pines for Outdoor Science School.
- 1r. Approve 2008/2009 overnight outdoor science school field trips for District teachers and students.
- 1s. Approve Student Teaching Agreement with the University of La Verne commencing October 15, 2008.

- 1t. Declare listed items as surplus, not suitable for school purposes and authorize District staff to dispose of items at a public auction, or by other means, as allowed in Education Code sections 17545 and 17546.
- 1u. Approve Participation Agreement with the MIND Research Institute for a Math + Music software program at Maple School for 2008/2009.
- 1v. Adopt Resolution #08/09-05 proclaiming October 16, 2008 as "Lights On After School Day" for the Fullerton School District.
- 1w. Approve/Ratify 2008/2009 Nonpublic School Contract with Cinnamon Hills Youth Crisis Center for a special education student (MIS ID#2005-00218).
- 1x. Approve School Internship Agreement between Alliant International University and the Fullerton School District commencing October 15, 2008.
- 1y. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 1 (July 1, 2008 – September 30, 2008).
- 1z. Approve/Ratify Classified Personnel Report.
- 1aa. Approve the District to issue a request for quote from Reliance Standard Life Insurance Company for life insurance coverage.
- 1bb. Approve/Ratify Income Agreement #33707 from the Orange County Department of Education for providing Dreamweaver customized technology training.

Discussion/Action Items

- 2a. Hold Public Hearing and Adopt Resolution #08/09-04 Determining Steps to Ensure Availability of Textbooks and Instructional Materials and Certification of Provision of Standards-aligned Instructional Materials for 2008/2009.

Administrative Reports

- 3a. First Reading of Board Policy 1312.3, Uniform Complaint Procedures Concerning Educational Programs
- 3b. Presentation of District Response to Intervention (RtI) Model
- 3c. Presentation of Project TIES Program through the Enhancing Education Through Technology (EETT) Grant

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

Adjournment

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, November 4, 2008, 4:30 p.m. closed session, 5:30 p.m. open session, in the Board Room at 1401 W. Valencia Drive, Fullerton, California.

Fullerton School District
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, September 23, 2008, 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 Thornley called a Regular meeting of the Fullerton School District Board of Trustees to order at 4:34 p.m., and Janet Morey led the Pledge of Allegiance to the flag.

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

Public Comments

There were no comments at this time.

Recess to Closed Session – Agenda:

At 4:35 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 5:35 p.m., and Pete Baron led the Pledge of Allegiance to the flag. President Thornley stated that in closed session the Board unanimously approved a two-day suspension without pay for employee case number 378 per Education Code section 44932.

Introductions/Recognitions

On behalf of the Fullerton Excellence in Education Foundation, Mr. John Straser distributed checks to the Principals from the Toast to Learning Wine Auction and stated the next Wine Auction will be held on June 6, 2009 at the Fullerton Arboretum. Mr. Straser displayed a "Fullerton Excellence in Education Foundation Funds Distribution Recap" chart. President Thornley thanked Mr. Straser for his dedication and commitment in helping to make the laptop program successful in the District.

Janet Morey introduced Carol Edmonston, author, artist, educator and speaker, whose famous Uncle, Syd Hoff, authored numerous children's books. Ms. Edmonston was pleased to present Book Sets to the District's schools in memory of her Uncle, Syd Hoff.

Superintendent's Report

Dr. Hovey thanked the District's Preschool Program for the artwork displayed on the Board Room walls. Supervisor of Child Development Services, Rosalia Martinez, discussed the status of the District's Preschool Program and thanked the Board for their support. Dr. Hovey stated he was impressed with the well-organized Preschool Program at Maple School that he recently visited.

Dr. Hovey's report: thanked the City of Fullerton for the very informative Gang Awareness Workshop; enjoyed the opportunity to provide a presentation at the Fullerton City Council Meeting and the PTA Council meeting that encompassed much of what is going on the District, and he thanked the Board Members for attending the City Council meeting to support him; Laguna Road School is the recipient of a grant from The Allergan Foundation totaling \$3,000; reminder that the Artists' Pin Auction is October 18; enjoyed his recent visit to the YMCA that has undergone modernization; attended Assemblyman Duvall's Insider's Breakfast Meeting and noted Assemblyman Duvall expressed his frustration with regard to the State's budget situation; thanked District staff present at the Board meeting for attending.

Information from the Board of Trustees

Trustee Ballard's report: was privileged to go to Ladera Vista with the League of Women Voters, and she discussed the fabulous lesson for students regarding the Preamble of the Constitution; congratulated and thanked, with appreciation, those employees who have joined community organizations such as the Assistance League, Alpha, and Sunrise Rotary.

Trustee Berryman's report: attended the 9/11 event at Laguna Road and complimented Principal Harold Sullivan on how well he handled the event after the Fire Department, who were there to assist him with the Flag Ceremony, were called away; enjoyed Dr. Vint Cerf's visit at Fisler School where he spoke to students, who were very engaged, about the Internet and computers; discussed the Chamber of Commerce Newsletter article that addressed how businesses can help schools as well as how to help our schools succeed; thanked Dr. Hovey and Cabinet for bringing the Gang Awareness Workshop to our teachers, and expressed gratitude for the District's partnership with the Police Department.

Trustee Duncan's report: he and Trustee Berryman attended Laguna Road School's Patriot Day activities and commended Principal Sullivan for a great event; enjoyed listening to Dr. Vint Cerf at Fisler School and noted he has a good sense of humor; attended Assemblyman Duvall's Insiders Breakfast Meeting and commented Assemblyman Duvall seems to be quite supportive of education; enjoyed attending Arloa Moore's retirement party and commented she has contributed a lot to the District; was impressed with the presentation at Hermosa Drive School's Back to School Night; had fun at the staff development day at Richman School where there were many activities, and he made a scarf; stated the Boys and Girls Club, in conjunction with the Miss Fullerton contest, selected twenty girls that were taught etiquette, and each girl was crowned Princess.

Trustee Sugarman's report: received email from Governor's office that the State budget has been signed; October 8 is "walk to school day", and she's hopeful that parents and students will enjoy and possibly do more walking as well as promote safety to school; had the pleasure of touring the Education Department at Cal State Fullerton; commented on the art from this District's students that is displayed on the walls at Cal State Fullerton, admired their beautiful holiday cards depicting student artwork, and stated she's hopeful the District will also create holiday cards with students' artwork; March 5 through 7, 2009 is the CUE (Computer Using Educators) Conference in Palm Springs, she has one free admission, and if any administrators are interested in attending, please let her know; expressed her concerns regarding AB 2567 that is on the Governor's desk to sign and stated she is hopeful the Bill is vetoed; hopes to see everyone at the upcoming Artists' Pin Auction on October 18; thanked John Straser for all his work in keeping the financials for the laptop program transparent with quick turnaround.

Trustee Ballard encouraged District staff to write for grants from the Fullerton Education Foundation and stated they are due on November 10 (applications will be forthcoming to the school sites). Mrs. Ballard commented the grants will be awarded in early December.

Information from PTA, FETA, CSEA, FESMA

PTA President Luz Howchin's report: PTA is conducting a membership drive and encouraged the Board Members to join as many schools' PTAs as possible; asked principals to please encourage their PTA Presidents to bring a guest to meetings so they can join; stated she is looking forward to "walk to school day"; stated the Reflections Program theme this year is "Wow".

FETA President Andy Montoya's report: thanked Trustee Ballard for her Education Foundation member barbecue; stated FETA has voted to endorse Sharon Quirk for City Council and recommends John MacMurray for Assembly District 72; attended retirement party for Arloa Moore; commented May 14 is Day of the Teacher, will be planning a barbecue hoping for some assistance from the District; noted March 2 is Read Across America Day; stated FETA is encouraging new membership in PTA.

CSEA Vice President Dianna Mullen's report: thanked Trustee Sugarman for inviting her to attend the visit by Dr. Vint Cerf at Fisler School; stated three CSEA members obtained U.S. citizenship: Humberto Pasillas, Anna Fantin, and Gabriela Arias; thanked the District for the classified tuition reimbursement program that has assisted George Lacuesta in graduating from Cal State Fullerton.

FESMA President Paula Pitluk thanked the Fullerton Excellence in Education Foundation for supporting the principals; commented the staff development day was very successful with regard to analyzing data, writing smart goals, Systematic ELD, Rtl, and research-based strategies; thanked Educational Services, especially Sung Chi, for all the help on staff development day; congratulated Sung Chi on the birth of his daughter.

Approve Minutes

Moved by Hilda Sugarman, seconded by Minard Duncan and carried 5-0 to approve the minutes of the Regular meeting on September 9, 2008.

Consent Items

Moved by Beverly Berryman, seconded by Minard Duncan and carried 5-0 to approve the consent items as presented.

- 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 C22B0026 through C22B0037, C22C0017 through C22C0021, C22D0204 through C22D0265, C22L0015, C22M0108 through C22M0154, C22R0191 through C22R0232, C22S0057 through C22S0065, C22T0010 through C22T0011, C22V0045 through C22V0049, C22X0223 through C22X0257 for the 2008/2009 fiscal year.
- 1d. Approve/Ratify Food Services purchase orders numbered 110069 through 110174 for the 2008/2009 school year.
- 1e. Approve/Ratify warrants numbered 65563 through 65836 for the 2008/2009 school year in the amount of \$2,744,703.92.
- 1f. Approve/Ratify Food Services warrants numbered 6402 through 6473 for the 2008/2009 school year.
- 1g. Approve Classified Personnel Report.
- 1h. Approve Classified Tuition Reimbursement.
- 1i. Approve Notice of Completion for Ben's Asphalt, Inc., for Paving Repairs at Various School Sites 2008, FSD-08-09-DM-01.
- 1j. Approve purchase of three previously leased childcare relocatable classrooms from the State of California.
- 1k. Approve two-day overnight excursion for Parks Junior High School's eighth grade students, in combination with the Club D.C. extracurricular spring break trip, to Washington, D.C., April 2-3, 2009.
- 1l. Approve Consultant Agreement between Fullerton School District and Renee Hill to provide professional development training and coaching support in mathematics at Maple School for the 2008/2009 school year.
- 1m. Approve Independent Contractor Agreement between Fullerton School District and the University of California, Los Angeles, School Management Program to provide professional development services at Maple School for the 2008/2009 school year.
- 1n. Approve/Ratify Independent Contractor Agreement between Fullerton School District and Keith Johannes for physical education training for junior high physical education teachers on September 19, 2008.
- 1o. Approve Agreement between the Fullerton School District and Atkinson, Andelson, Loya, Ruud & Romo to conduct FRISK Model Training on October 1, 2008.
- 1p. Approve Independent Contractor Agreement in the 2008/2009 school year between Fullerton School District and Springboard Schools to provide professional coaching for two staff members in leadership capacity to help student achievement.
- 1q. Approve/Ratify Independent Contractor Agreement between Fullerton School District and CJ Eastman dba CJ Enterprises for services at Ladera Vista Junior High School for the 2008/2009 school year.
- 1r. Approve/Ratify warrant numbered 1053 for the 2008/2009 school year in the amount of \$7,750.00.
- 1s. Approve/Ratify warrant numbered 1081 for the 2008/2009 school year in the amount of \$14,500.00.
- 1t. Adopt Resolution 07/08-B40-001 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

- 1u. Adopt Resolution 07/08-B48-001 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1v. Adopt Resolutions 07/08-B078 through 07/08-B083 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

Discussion/Action Items

- 2a. Hear Report and Approve District Technology Plan for 2008-2011

Ted Lai presented a brief report on the District's Technology Plan that was approved by the California Department of Education on June 11, 2008. It was moved by Minard Duncan, seconded by Beverly Berryman and carried 5-0 to approve the District Technology Plan for 2008-2011.

Administrative Reports

- 3a. Fullerton School District 2007/2008 Star Results

Janet Morey, Sung Chi, Sue Albano, Debbie Warren, and Jennifer Shepard presented a very comprehensive review of the District's STAR results for 2007/2008 that summarized student achievement District-wide, delineated comparisons with the County, and described plans for moving all students to proficiency in the 2008/2009 school year.

- 3b. Developer Fees Report

Dr. Gary Cardinale briefly explained the Developer Fees Report that is an annual requirement.

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

Trustee Sugarman requested an update on the public use of the Ladera Vista Gym and an update on the use of District facilities.

Adjournment

President Thornley adjourned the Regular meeting on September 23, 2008 at 7:49 p.m.

Beverly Berryman, Clerk, Board of Trustees

CONSENT ITEM

DATE: October 14, 2008
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, teachers on special assignment stipend, extra duty assignments and leave(s) of absence.

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MD:rw
Attachment

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON October 14, 2008**

NEW HIRES

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Alexandra Falub	Substitute Teacher	Employ	100	09/22/08
Diane Garrison	Substitute Teacher	Employ	100	09/15/08
Heather Makins	Substitute Teacher	Employ	100	09/25/08
Amanda Malm	Substitute Teacher	Employ	100	09/23/08
Joyce Meister	Substitute Teacher	Employ	100	09/25/08
Mary Perry	Substitute Teacher	Employ	100	09/22/08
Belle Sprague	Substitute Teacher	Employ	100	09/22/08
David Swenson	Substitute Teacher	Employ	100	08/28/08
Carol Thibault	Substitute Teacher	Employ	100	09/18/08
Lorie Leocadio	5 th Grade/Pacific Drive	III/1	100	09/08/08
Brittany Sikes	K, 1 st Grade/Raymond	II/1	100	09/15/08
Aide Zuniga	Kindergarten/Valencia Park	III/1	100	09/12/08

TEACHERS ON SPECIAL ASSIGNMENT STIPEND

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Ginette Kelley	GATE/Educational Services	Approve hourly rate not to exceed stipend of \$4,768.40 from: 115-75%, 304-25%	2008/2009
Charlene Kisner	Lead Nurse/Student Support Services	Approve hourly rate not to exceed stipend of \$4,768.40 from 513	2008/2009
Laura McIntosh	Fine Arts/Educational Services	Approve hourly rate not to exceed stipend of \$4,768.40 from 316	2008/2009
Teresa Rossi	Science, Physical Ed./ Educational Services	Approve hourly rate not to exceed stipend of \$4,768.40 from: 217-30%, 304-45% 401-15%, 095-10%	2008/2009

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON October 14, 2008**

TEACHERS ON SPECIAL ASSIGNMENT STIPEND - CONTINUED

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Ann Scott	After School Program/ Child Development Svcs.	Approve hourly rate not to exceed stipend of \$4,768.40 from 259	2008/2009
Debra Williamson	Inclusion Specialist/ Student Support Services	Approve hourly rate not to exceed stipend of \$4,768.40 from 120	2008/2009

EXTRA DUTY ASSIGNMENTS

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Aaron Beaver	Teaching an additional period at Parks	Approve 1/7 of per diem, \$45.96 from 100	08/29/08-06/13/09
Anthony Martinez	Teaching an additional period at Ladera Vista	Approve 1/7 of per diem, \$57.52 from 341	08/29/08-06/13/09
Jack Meier	Teaching an additional period at Parks	Approve 1/7 of per diem, \$52.71 from 100	08/29/08-06/13/09
Stephanie Powers	Teaching an additional period at Parks	Approve 1/7 of per diem, \$51.68 from 100	08/29/08-06/13/09
Steve Saline	Teaching an additional period at Parks	Approve 1/7 of per diem, \$51.50 from 100	08/29/08-06/13/09
Jon Samuelson	Teaching an additional period at Ladera Vista	Approve 1/7 of per diem, \$62.12 from 341	08/29/08-06/13/09

LEAVE(S) OF ABSENCE

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Michelle Brantzeg	1 st Grade/Golden Hill	Leave of Absence	10/01/08-11/01/08

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on October 14, 2008.

Clerk/Secretary

CONSENT ITEM

DATE: October 14, 2008
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 following page. 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 extra curricular 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:sf
Attachment

FULLERTON SCHOOL DISTRICT

Gifts – October 14, 2008

<u>SCHOOL / SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Beechwood	Beechwood PTA (PTA)	Monetary donation of \$500.00 for Kindergarten special programs and equipment
Beechwood	Beechwood PTA (PTA)	Monetary donation of \$7280.00 for Middle School P.E. lockers
Beechwood	Kai Ping (Guitar Instructor)	Monetary donation of \$300.00 for Fine Arts program
District	Arnold and Mabel Beckman (Beckman Foundation)	Sustainability Grant of \$140,000 for Science programs within the District
District	Tim Treloar (Neighbor)	Donation of office supplies
District	Raytheon Book Worms Club (Community Partner)	Monetary donation of \$560.00 and donation of two books
Fern Drive	Robin Moglia (Parent)	Monetary donation of \$20.00 for Math and Music program
Fisler	Cherylin Blandford (Former Student)	Donation of books
Fisler	Emily Storey (Former Student)	Donation of fourteen platforms for interactive white boards for Grades K-2
Hermosa	Hermosa PTA (PTA)	Monetary donation of \$150.00 for laminating expenses
Hermosa	Hermosa PTA (PTA)	Monetary donation of \$8,500.00 for class field trips
Hermosa	Hermosa PTA (PTA)	Monetary donation towards of \$200.00 for snacks for students
Hermosa	Hermosa PTA (PTA)	Monetary donation of \$1,000.00 for Service Learning Project
Hermosa	Hermosa PTA (PTA)	Monetary donation of \$3,000.00 for school library
Ladera Vista	Ladera Vista PTSA (PTSA)	Monetary donation of \$3,000.00 for Connect Ed System

FULLERTON SCHOOL DISTRICT

Gifts – October 14, 2008

<u>SCHOOL / SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Ladera Vista	Target (Community Partner)	Monetary donation of \$184.05 for Jr. High instructional supplies
Laguna Road	Cantrell Photography, Inc. (Community Business)	Spring commission check for school pictures
Parks	Joan Choice (Parent)	Monetary donation of \$50.00 for Science program
Parks	Konstantinos and Dimitra Kapogianis (Parent)	Monetary donation of \$100.00 for Science program
Parks	Kyung and Chang Kim (Parent)	Monetary donation of \$100.00 for Science program
Parks	David and Kateri Luka (Parent)	Monetary donation of \$50.00 for Science program
Parks	Fullerton Excellence in Education Foundation (Charitable Foundation)	Monetary donation of \$1,500.00 for Laptop program
Parks	La Tonya and George Boston (Parent)	Monetary donation of \$50.00 for Band program
Parks	Jose Camaraza (Parent)	Monetary donation of \$50.00 for Band program
Parks	Fang Xu and Liju Chiang (Parent)	Monetary donation of \$50.00 for Band program
Parks	Michael and Karen Haluza (Parent)	Monetary donation of \$50.00 for Student Council
Parks	Kung and Chang Kim (Parent)	Monetary donation of \$100.00 for Band program
Parks	Tom and Julie McConnell (Parent)	Monetary donation of \$50.00 for Band program
Parks	Cheon Hee Park (Parent)	Monetary donation of \$100.00 for Band program
Parks	Melvin and Patricia Berkley (Parent)	Monetary donation of \$50.00 for Science program

FULLERTON SCHOOL DISTRICT

Gifts – October 14, 2008

<u>SCHOOL / SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Parks	Conni Sun Cho (Parent)	Monetary donation of \$50.00 for Science program
Parks	Quang Xuan and Va Nam Diep (Parent)	Monetary donation of \$50.00 for Science program
Parks	Jai B. Im (Parent)	Monetary donation of \$50.00 for Science program
Parks	Brian and Rhonda Lewis (Parent)	Monetary donation of \$100.00 for Science program
Parks	Jung Sil Park (Parent)	Monetary donation of \$50.00 for Science program
Parks	Lois and Dennis Borgogno (Parent)	Monetary donation of \$50.00 for Science program
Parks	Parks PTSA (PTSA)	Monetary donation of \$5,000.00 for Made in the Shade Foundation

CONSENT ITEM

DATE: October 14, 2008

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 C22B0038 THROUGH C22B0042, C22C0022 THROUGH C22C0029, C22D0266 THROUGH C22D0297, C22M0155 THROUGH C22M0172, C22R0233 THROUGH C22R0283, C22S0066 THROUGH C22S0077, C22T0012 THROUGH C22T0014, C22V0050 THROUGH C22V0054, C22X0258 THROUGH C22X0306 FOR THE 2008/2009 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 C22B0038 through C22B0042, C22C0022 through C22C0029, C22D0266 through C22D0297, C22M0155 through C22M0172, C22R0233 through C22R0283, C22S0066 through C22S0077, C22T0012 through C22T0014, C22V0050 through C22V0054, C22X0258 through C22X0306 for the 2008/2009 fiscal year.

GC:SS:sf
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/14/2008

FROM 09/09/2008 TO 09/22/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22B0038	HOUGHTON MIFFLIN COMPANY	7,481.61	7,481.61	0138055101 4100	Instructional Material K 8 / Textbooks
C22B0039	MCGRAW HILL	5,119.20	5,119.20	0138055101 4100	Instructional Material K 8 / Textbooks
C22B0040	HOLT RINEHART AND WINSTON INC	5,689.20	5,689.20	0138055101 4100	Instructional Material K 8 / Textbooks
C22B0041	E L ACHIEVE	12,434.40	12,434.40	0122452101 4310	Title III LEP DC / Materials and Supplies Instr
C22B0042	SUPPLY MASTER	101.97	101.97	0140655249 4350	Textbook Distribution Discret / Materials and Supplies OI
C22C0022	SCHOOL SERVICES OF CALIFORNIA	235.00	235.00	0152055779 5210	Education Services Discret / Conferences and Meetings
C22C0023	CALIFORNIA MATH COUNCIL SOUTH	150.00	150.00	0138352221 5210	Math Science Instr Staff Dev / Conferences and Meetings
C22C0024	SAN DIEGO CNTY OFFICE OF EDUCA	220.00	220.00	0135555221 5210	Beg Teacher Support Assessment / Conferences and Meet
C22C0025	ORANGE COUNTY COUNCIL FOR GIFT	80.00	80.00	0111555211 5210	Gifted Talented Ed Supervision / Conferences and Meetin
C22C0026	BUREAU OF EDUCATION AND RESEAR	987.00	987.00	0110130109 5210	CSR Option II Program Fisler / Conferences and Meeting
C22C0027	ORANGE CNTY DEPARTMENT OF EDU	110.00	110.00	0124654221 5210	Special Ed IDEA Personnel Dev / Conferences and Meetin
C22C0028	GOOD STUFF FOR KIDS	350.00	350.00	1231852101 5210	Pre K Family Literacy Instr / Conferences and Meetings
C22C0029	ORANGE COUNTY COUNCIL FOR GIFT	160.00	160.00	0130415101 5210	SBCP Instr Golden Hill / Conferences and Meetings
C22D0266	VIRCO MANUFACTURING CORPORAT	515.58	515.58	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0267	PROJECT WISDOM	556.29	556.29	0130419101 4310	SBCP Instr Maple / Materials and Supplies Instr
C22D0268	HOUGHTON MIFFLIN COMPANY	1,321.75	1,321.75	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
C22D0269	HOUGHTON MIFFLIN COMPANY	371.10	371.10	0109711109 4310	Suppl Grant Support Beechwood / Materials and Supplies
C22D0270	HOLT RINEHART AND WINSTON INC	858.60	858.60	0109711109 4310	Suppl Grant Support Beechwood / Materials and Supplies
C22D0271	CDW.G	141.15	141.15	0130417101 4310	SBCP Instr Ladera Vista / Materials and Supplies Instr
C22D0272	OFFICE DEPOT BUSINESS SERVICE	186.49	186.49	0130417101 4310	SBCP Instr Ladera Vista / Materials and Supplies Instr
C22D0273	OFFICE DEPOT BUSINESS SERVICE	134.84	134.84	0110218109 4310	Instruction Laguna Road DC / Materials and Supplies Inst
C22D0274	MUSIC THEATRE INTERNATIONAL	1,872.63	1,872.63	0110217119 4310	LV Productions / Materials and Supplies Instr
C22D0275	CULVER NEWLIN INC	1,782.45	1,782.45	0153050799 4350	Business Administration DC / Materials and Supplies Offi

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C22D0276	WEISSMAN'S	700.59	700.59	0110220119 4310	Dance and Choir Nicolas / Materials and Supplies Instr
C22D0277	FORMAL FASHIONS	680.61	680.61	0110220119 4310	Dance and Choir Nicolas / Materials and Supplies Instr
C22D0278	LIBERTS	459.60	459.60	0110220119 4310	Dance and Choir Nicolas / Materials and Supplies Instr
C22D0279	COUSIN'S CONCERT ATTIRE	155.06	155.06	0110220119 4310	Dance and Choir Nicolas / Materials and Supplies Instr
C22D0280	BARRETT ROBINSON INC	589.61	589.61	2567211859 4310	Fac Growth Dev Fees Beechwood / Materials and Supplie
C22D0281	STAPLES 025724519	780.04	780.04	0110219109 4310	Instruction Maple DC / Materials and Supplies Instr
C22D0282	STAPLES 025724519	42.00	42.00	0140320279 4350	School Administration Discret / Materials and Supplies O
C22D0283	DEMCO INC	183.69	183.69	0140320279 4350	School Administration Discret / Materials and Supplies O
C22D0284	WOODWORKERS SUPPLY INC	481.00	481.00	0110220179 4310	Woods Nicolas Jr High / Materials and Supplies Instr
C22D0285	HEARLIHY AND COMPANY	94.38	94.38	0110220179 4310	Woods Nicolas Jr High / Materials and Supplies Instr
C22D0286	OFFICE DEPOT BUSINESS SERVICE	118.50	118.50	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0287	GOV CONNECTION	172.40	172.40	0110224109 4310	Instruction Raymond DC / Materials and Supplies Instr
C22D0288	SUPPLY MASTER	102.46	102.46	0130413101 4310	SBCP Instr Fern Drive / Materials and Supplies Instr
C22D0289	LIBERTS	931.72	931.72	0110220119 4310	Dance and Choir Nicolas / Materials and Supplies Instr
C22D0290	WEISSMAN'S	1,509.36	1,509.36	0110220119 4310	Dance and Choir Nicolas / Materials and Supplies Instr
C22D0291	SCHOLASTIC BOOK CLUBS	219.81	219.81	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
C22D0292	FORMAL FASHIONS	548.45	548.45	0110217149 4310	Vocal Music Ladera Vista / Materials and Supplies Instr
C22D0293	GOV CONNECTION	1,207.88	1,207.88	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
C22D0294	APPLE COMPUTER INC.	161.57	161.57	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
C22D0295	LIBRARY STORE, THE	135.89	135.89	0110230109 4310	Instruction Fisler DC / Materials and Supplies Instr
C22D0296	OFFICE DEPOT BUSINESS SERVICE	191.55	191.55	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0297	IT'S ELEMENTARY	245.06	245.06	0111630109 4310	Fisler Donation Discretionary / Materials and Supplies Ins

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C22M0155	DAL TILE	30.01	30.01	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22M0156	MONTGOMERY HARDWARE COMPAN	300.62	300.62	1453350859 6200	Deferred Maint Facilities / Buildings and Improve of Buil
C22M0157	REEL LUMBER	31.42	31.42	1453350859 6200	Deferred Maint Facilities / Buildings and Improve of Buil
C22M0158	SAM ASH MUSIC STORES	214.42	214.42	1453350859 6200	Deferred Maint Facilities / Buildings and Improve of Buil
C22M0159	MCM ELECTRONICS	209.03	209.03	1453350859 6200	Deferred Maint Facilities / Buildings and Improve of Buil
C22M0160	EBERHARD EQUIPMENT	252.77	252.77	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
C22M0161	ORVAC ELECTRONICS	100.00	100.00	1453350859 6200	Deferred Maint Facilities / Buildings and Improve of Buil
C22M0162	LOWES HIW INC	28.39	28.39	1453350859 6200	Deferred Maint Facilities / Buildings and Improve of Buil
C22M0163	AMBIENT ENVIRONMENTAL INC	11,200.00	11,200.00	1453323859 5805	Deferred Maint Fac Parks Jr Hi / Consultants
C22M0164	GHATAODE BANNON ARCHITECTS	2,000.00	2,000.00	2367719851 5805	CC Facilites Maple / Consultants
C22M0165	GANAHL LUMBER	89.49	89.49	2367711851 5805	CC Facilities Beechwood / Consultants
C22M0166	FERGUSON ENTERPRISES INC	3,180.91	3,180.91	1453350859 4363	Deferred Maint Facilities / Materials and Supplies Repairs
C22M0167	A 1 FENCE COMPANY	988.00	988.00	2167150851 6100	Facilities Improvement / SITES & IMPROVEMENT OF
C22M0168	PARTSHELF.COM INC	495.65	495.65	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22M0169	JRP SERVICES	600.00	600.00	0153453819 5640	Vandalism / Repairs by Vendors
C22M0170	FIRE CONNECTION	2,385.00	770.00	1453317859 5640	Deferred Maint Fac Ladera Vsta / Repairs by Vendors
			75.00	1453323859 5640	Deferred Maint Fac Parks Jr Hi / Repairs by Vendors
			770.00	1453324859 5640	Deferred Maint Fac Raymond / Repairs by Vendors
			770.00	1453328859 5640	Deferred Maint Fac Valencia Pk / Repairs by Vendors
C22M0171	PRB CONSTRUCTION	900.00	900.00	1453350859 6200	Deferred Maint Facilities / Buildings and Improve of Buil
C22M0172	PRB CONSTRUCTION	8,400.00	8,400.00	1453350859 6200	Deferred Maint Facilities / Buildings and Improve of Buil
C22R0233	HECHT, GEOFF	244.87	244.87	0110223149 4310	Summer Sports Parks / Materials and Supplies Instr
C22R0234	MEIER, JOHN	50.59	50.59	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr

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C22R0235	CREATIVE COOKBOOK COMPANY	258.00	258.00	0110223159 4310	Foods Parks Jr High / Materials and Supplies Instr
C22R0236	RAMJET	146.22	146.22	0134455241 6410	CSIS Best Practices Cohort IT / New Equip Less Than \$1
C22R0237	OFFICE DEPOT BUSINESS SERVICE	96.96	96.96	0152657719 4350	Superintendent Discret / Materials and Supplies Office
C22R0238	ACSA	1,638.00	1,638.00	0152055779 5310	Education Services Discret / Dues and Memberships
C22R0239	DIXON, THOMAS	96.94	96.94	0109715109 4310	Suppl Grant Support Golden Hil / Materials and Supplies
C22R0240	DIMICK, SANDI	18.48	18.48	0140315279 4350	School Administration Discret / Materials and Supplies O
C22R0241	CHUNG, SYLVIA	17.22	17.22	0110215109 4310	Instr Golden Hill DC / Materials and Supplies Instr
C22R0242	DRAWING BOARD INC, THE	84.25	84.25	0151454391 4350	Special Services / Materials and Supplies Office
C22R0243	SOLUTION TREE LLC	492.65	492.65	0150954101 4310	Oral Health Assessment Program / Materials and Supplies
C22R0244	INNOVATIVE LEARNING CONCEPTS	443.92	443.92	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplie
C22R0245	EDUCATIONAL RESOURCES	120.70	120.70	0130417101 4310	SBCP Instr Ladera Vista / Materials and Supplies Instr
C22R0246	WESTERN PSYCHOLOGICAL SERVICE	490.26	490.26	0151154321 4315	Psychological Services / Materials Test Kits Protocols
C22R0247	STATEMENT SHIRTS	11,428.40	11,428.40	0110217129 4310	Physical Education Ladera Vist / Materials and Supplies I
C22R0248	GOV CONNECTION	397.60	397.60	0153050799 4350	Business Administration DC / Materials and Supplies Offi
C22R0249	MICHALSKI, ZITA	77.45	77.45	0130418101 4310	SBCP Instr Laguna / Materials and Supplies Instr
C22R0250	AEROMARK	9.43	9.43	0153050799 4350	Business Administration DC / Materials and Supplies Offi
C22R0251	INCLUSIVE TLC INC	129.45	129.45	0124754101 4310	Low Incidence Materials / Materials and Supplies Instr
C22R0252	AEROMARK	21.55	21.55	0110218109 4310	Instruction Laguna Road DC / Materials and Supplies Inst
C22R0253	WEST ED	2,039.25	2,039.25	0125055101 4310	IASA Drug Free Schools / Materials and Supplies Instr
C22R0254	BEST PRICED PRODUCTS INC	43.86	43.86	0124754101 4310	Low Incidence Materials / Materials and Supplies Instr
C22R0255	ABLENET INC	404.83	404.83	0124754101 4310	Low Incidence Materials / Materials and Supplies Instr
C22R0256	ORANGE CNTY DEPARTMENT OF EDU	27,360.00	27,360.00	0111630109 4310	Fisler Donation Discretionary / Materials and Supplies Ins
C22R0257	COSGROVE, MARILEE	1,260.87	129.21	0139252101 4310	Prop 10 OC Families Instr / Materials and Supplies Instr

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C22R0257	*** CONTINUED ***				
			356.72	1208216101 4310	Summer Camp Instr Herm Dr / Materials and Supplies Ins
			666.22	1208513101 4310	Childcare Instr Fern Dr / Materials and Supplies Instr
			108.72	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
C22R0258	LOPEZ, JESSICA A	63.55	63.55	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
C22R0259	CHANG, AARON	493.85	493.85	0110220179 4310	Woods Nicolas Jr High / Materials and Supplies Instr
C22R0260	PEARSON ASSESSMENT INC	2,041.44	2,041.44	0151154321 4315	Psychological Services / Materials Test Kits Protocols
C22R0261	SUPER DUPER PUBLICATIONS	172.35	172.35	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0262	TOVAR, MELISSA	94.85	94.85	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
C22R0263	MARTINEZ, ROSALIE	343.17	254.15	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
			89.02	1231019271 4350	Preschool Administration / Materials and Supplies Office
C22R0264	KNOTT'S BERRY FARM	787.50	787.50	0111610109 5850	Donations Instr Acacia / Admission Fees
C22R0265	AEROMARK	43.91	43.91	0152657719 4350	Superintendent Discret / Materials and Supplies Office
C22R0266	FULLERTON ELEMENTARY TEACHER	358.22	358.22	0152151749 5895	Personnel Serv Certificated DC / Service Awards
C22R0267	SPARK PROGRAM, THE	900.00	900.00	0131952101 5805	Physical Education Block Grant / Consultants
C22R0268	AMAZON.COM	27.39	27.39	0140155239 4310	Curriculum Development Discret / Materials and Supplies
C22R0269	EXPLORELEARNING	14,148.00	14,148.00	0122352101 4310	EETT Round 4 Instructional / Materials and Supplies Inst
C22R0270	OFFICE DEPOT BUSINESS SERVICE	81.38	81.38	0140055249 4350	Multi Media Technology DC / Materials and Supplies Off
C22R0271	EDUCATIONAL TESTING SERVICE	52.00	52.00	0130410101 4310	SBCP Instr Acacia / Materials and Supplies Instr
C22R0272	GOV CONNECTION	397.60	397.60	0130452211 4350	SBCP Instr Supervision Dist / Materials and Supplies Offi
C22R0273	ASSOC OF CA SCHOOL ADMINISTRAT	500.00	500.00	0152657719 5210	Superintendent Discret / Conferences and Meetings
C22R0274	SPANGLER, GARY	498.95	498.95	0110223139 4310	Intrumental Music Parks Jr Hi / Materials and Supplies In
C22R0275	CDW.G	174.45	174.45	0140055249 4350	Multi Media Technology DC / Materials and Supplies Off
C22R0276	CURRICULUM ASSOCIATES	953.78	953.78	0124254101 4315	Special Ed IDEA Basic RSP NSH / Materials Test Kits Pr

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C22R0277	SUPPLY MASTER	924.01	924.01	0109755219 4350	Supp Grant Instr Supervision / Materials and Supplies Off
C22R0278	SUPPLY MASTER	163.97	163.97	0152055779 4350	Education Services Discret / Materials and Supplies Office
C22R0279	SCHOOL HEALTH CORPORATION	102.56	102.56	0112154101 4310	Special Day Class Severe / Materials and Supplies Instr
C22R0280	SUPPLY MASTER	409.21	409.21	0151454391 4350	Special Services / Materials and Supplies Office
C22R0281	DECISION INSIGHT LLC	8,365.00	8,365.00	0140955259 5810	Information Systems ServicesDC / Data Processing Servic
C22R0282	APPLE COMPUTER INC.	897.00	897.00	2144157851 4310	Laptop Program Central / Materials and Supplies Instr
C22R0283	AEROMARK	28.28	28.28	0109755219 4350	Supp Grant Instr Supervision / Materials and Supplies Off
C22S0066	ALPHA SCIENTIFIC MEDICAL INC	521.99	521.99	0100000000 9320	Unrestricted / Stores
C22S0067	HENRY SCHEIN INC	757.15	757.15	0100000000 9320	Unrestricted / Stores
C22S0068	OFFICE DEPOT BUSINESS SERVICE	2,226.55	2,226.55	0100000000 9320	Unrestricted / Stores
C22S0069	PIONEER STATIONERS	1,230.94	1,230.94	0100000000 9320	Unrestricted / Stores
C22S0070	SCHOOL SPECIALTY	2,376.24	2,376.24	0100000000 9320	Unrestricted / Stores
C22S0071	SOUTHWEST SCHOOL SUPPLY	59.80	59.80	0100000000 9320	Unrestricted / Stores
C22S0072	GALE SUPPLY COMPANY	8,881.84	8,881.84	0100000000 9320	Unrestricted / Stores
C22S0073	BEST BUY CHEMICAL AND SUPPLY	826.44	826.44	0100000000 9320	Unrestricted / Stores
C22S0074	BLAKE'S JANITOR SUPPLY INC	104.69	104.69	0100000000 9320	Unrestricted / Stores
C22S0075	PIONEER CHEMICAL COMPANY	92.67	92.67	0100000000 9320	Unrestricted / Stores
C22S0076	AMERICAN CHEMICAL AND SANITAR	86.14	79.20 6.94	0100000000 9320 0153150109 4310	Unrestricted / Stores Warehouse Instr Writ Off / Materials and Supplies Instr
C22S0077	RAYVERN LIGHTING SUPPLY CO INC	40.73	40.73	0100000000 9320	Unrestricted / Stores
C22T0012	COUNTY OF ORANGE	2,081.00	998.88 1,082.12	0156556369 4361 0156656369 4361	Home to Sch Transportation DC / Materials and Supplies Transportation Special Ed DC / Materials and Supplies Fu
C22T0013	PARKHOUSE TIRE INC	812.27	639.97	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies

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C22T0013	*** CONTINUED ***				
			172.30	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Ot
C22T0014	SOUTHERN COUNTIES OIL CO	2,797.01	1,398.51	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			1,398.50	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fu
C22V0050	CDW.G	1,415.36	1,415.36	0134455241 6410	CSIS Best Practices Cohort IT / New Equip Less Than \$1
C22V0051	APPLE COMPUTER INC.	1,601.61	86.19	0152258749 4350	Personnel Commission Discret / Materials and Supplies O
			1,515.42	0152258749 6410	Personnel Commission Discret / New Equip Less Than \$1
C22V0052	CDW.G	4,589.85	4,589.85	0121222101 6410	Title I Pacific Drive Instr / New Equip Less Than \$10,000
C22V0053	APPLE COMPUTER INC.	53,912.33	5,761.00	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
			25,321.77	0125554101 6450	LEA Medi Cal Reimburse Speech / Repl Equip Less Than
			22,829.56	0150954101 6450	Oral Health Assessment Program / Repl Equip Less Than
C22V0054	CULVER NEWLIN INC	1,114.14	1,114.14	2367711851 6410	CC Facilities Beechwood / New Equip Less Than \$10,000
C22X0258	ALBERTSON'S INC	500.00	500.00	0110230109 4310	Instruction Fisler DC / Materials and Supplies Instr
C22X0259	LOWES HIW INC	300.00	300.00	0109724109 4310	Suppl Grant Support Raymond / Materials and Supplies Ir
C22X0260	JOHNSON, MR AND MRS CHARLES H	1,226.98	1,226.98	0142054201 5805	Special Ed Administration / Consultants
C22X0261	GALLAGHER PEDIATRIC THERAPY	13,612.00	13,612.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0262	COAST SPEECH PATHOLOGY	11,074.16	11,074.16	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0263	BLIND CHILDRENS LEARNING CENTE	3,780.00	3,780.00	0115554101 5865	Non Public Schools / Nonpublic School Services
C22X0264	WORLD ACCESS FOR THE BLIND	12,276.00	12,276.00	0142054201 5805	Special Ed Administration / Consultants
C22X0265	BLIND CHILDRENS LEARNING CENTE	2,842.00	2,842.00	0115554101 5865	Non Public Schools / Nonpublic School Services
C22X0266	COAST SPEECH PATHOLOGY	14,216.52	14,216.52	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0267	CHILDREN'S THERAPY CENTER	3,116.00	3,116.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0268	ACTION LEARNING SYSTEMS INC	96,000.00	96,000.00	0121220101 5805	Title I Nicolas Instruction / Consultants
C22X0269	PRINT FINISHING SOLUTIONS	1,000.00	1,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 10/14/2008

FROM 09/09/2008 TO 09/22/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22X0270	PRINT PRINTING	500.00	500.00	0151955769 5860	Copy Center Discretionary / Printing Outside Vendor
C22X0271	UPS	1,050.00	800.00	0140955259 5901	Information Systems ServicesDC / Communications Posta
			250.00	0152950729 5901	Districtwide Expenditures / Communications Postage
C22X0272	SEGAL, MA CCC/SLP, JUDY M	750.00	750.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0273	FULLERTON JOINT UHSD	1,750.00	1,750.00	0109755109 5220	Supp Grant Support Centralized / Mileage
C22X0274	GALLAGHER PEDIATRIC THERAPY	1,826.00	1,826.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0275	GALLAGHER PEDIATRIC THERAPY	2,174.60	2,174.60	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0276	GALLAGHER PEDIATRIC THERAPY	5,146.00	5,146.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0277	GALLAGHER PEDIATRIC THERAPY	3,486.00	3,486.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0278	GALLAGHER PEDIATRIC THERAPY	498.00	498.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0279	GALLAGHER PEDIATRIC THERAPY	3,486.00	3,486.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0280	GALLAGHER PEDIATRIC THERAPY	3,652.00	3,652.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0281	GALLAGHER PEDIATRIC THERAPY	3,486.00	3,486.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0282	PARKER AND COVERT LLP	200,000.00	200,000.00	0142054201 5825	Special Ed Administration / Legal Assistance
C22X0283	GALLAGHER PEDIATRIC THERAPY	1,079.00	1,079.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0284	SCHOOL IMPROVEMENT NETWORK	10,500.00	1,500.00	0130411101 5805	SBCP Instruction Beechwood / Consultants
			1,500.00	0130429101 5805	SBCP Instr Woodcrest / Consultants
			1,166.50	0130610101 5805	Peer Assist Review Inst Acacia / Consultants
			2,000.00	0130611101 5805	Peer Assist Review Inst Beechw / Consultants
			1,166.50	0130616101 5805	Peer Asst Review Instr Hermosa / Consultants
			1,167.00	0130618101 5805	Peer Assist Review Inst Laguna / Consultants
			2,000.00	0130629101 5805	Peer Asst Review Inst Woodcrst / Consultants
C22X0285	CROWN EQUIPMENT CORP	517.21	517.21	0140655249 5640	Textbook Distribution Discret / Repairs by Vendors
C22X0286	ADAMSON, GREG	18,000.00	18,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/14/2008

FROM 09/09/2008 TO 09/22/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22X0287	AYEH, KATHY	18,000.00	18,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0288	ANGELI, CHRISTINE	8,100.00	8,100.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0289	DACUYCUIY, MELINDA	13,500.00	13,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0290	DIDYK, ROSINA	10,800.00	10,800.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0291	ENGLAND, KATHERINE	4,500.00	4,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0292	GREEN, BRYAN	19,800.00	19,800.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0293	HUNT, JANELL	20,700.00	20,700.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0294	JENSEN, VALERIE	14,400.00	14,400.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0295	JUDD, MARSHA	5,400.00	5,400.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0296	DAVIS, CHELSEA KREITLER	20,700.00	20,700.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0297	LEWIS, JOHN-PAUL	20,700.00	20,700.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0298	LIUFAU, RIKI MANUIA	21,600.00	21,600.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0299	MOODY, VERONICA	17,280.00	17,280.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0300	PRUITT, LINDA	9,000.00	9,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0301	SZABO, ISTVAN ZOLTAN	21,600.00	21,600.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0302	SKRABA, KAT	20,160.00	20,160.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0303	THOMAS, JULIA GREENE	22,500.00	22,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0304	VOGEL, MELANIE	27,000.00	27,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0305	WARKENTIN, MADELYN	2,200.00	2,200.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0306	WILSON, CYNTHIA ANN	18,000.00	18,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants
	Fund 01 Total:	947,072.33			
	Fund 12 Total:	1,983.23			
	Fund 14 Total:	26,949.79			

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/14/2008

FROM 09/09/2008 TO 09/22/2008

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
		Fund 21 Total:	1,885.00		
		Fund 23 Total:	3,203.63		
		Fund 25 Total:	589.61		
		Total Amount of Purchase Orders:	981,683.59		

FULLERTON ELEMENTARY

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES MEETING 10/14/2008**

FROM 09/09/2008 TO 09/22/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22D0212	COLUMBIA PINE CONES AND BOTANI	2,555.98	+93.45	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
			+62.30	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies Ins
			+93.45	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr
			+62.30	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
C22D0256	CLASSROOM STORAGE UNITS INC	276.19	-276.19	0110210109 4310	Instruction Acacia DC / Materials and Supplies Instr
C22M0010	COUNTERTOPS EXPRESS	562,360.00	+1,043.00	2367722851 6200	CC Facilites Pacific Drive / Buildings and Improve of Build
C22M0029	BEN'S ASPHALT INC	283,397.00	+6,300.00	1453321859 6200	Deferred Maint Fac Orangethrpe / Buildings and Improve o
C22M0045	GRAYBAR ELECTRIC COMPANY	8,342.49	+750.00	1453350859 6200	Deferred Maint Facilities / Buildings and Improve of Build
C22M0111	A 1 FENCE COMPANY	4,563.00	+400.00	2167150851 6100	Facilities Improvement / SITES & IMPROVEMENT OF S
C22M0148	CONSOLIDATED REPROGRAPHICS	200.00	+100.00	1453350859 6200	Deferred Maint Facilities / Buildings and Improve of Build
C22M0154	ASTRO PAINTING COMPANY INC	7,075.00	-5,000.00	1453326859 5640	Deferred Maint Fac Rollng Hill / Repairs by Vendors
C22R0180	CELEBRATION USA INC	220.18	-17.03	0140155239 4310	Curriculum Development Discret / Materials and Supplies I
C22R0200	NILES BIOLOGICAL	201.49	+47.41	0109555109 4310	Beckman Science Instructional / Materials and Supplies Ins
C22S0052	SCHOOL SPECIALTY	1,110.86	+2.00	0100000000 9320	Unrestricted / Stores
C22X0060	SMART AND FINAL STORES CORPORA	1,500.00	+200.00	0109725279 4350	Suppl Grant Supp Sch Adm Richm / Materials and Supplies
C22X0066	STATE OF CALIFORNIA	2,000.00	+1,600.00	0152151749 5880	Personnel Serv Certificated DC / Fingerprinting
C22X0112	COSTCO WHOLESALE	1,050.00	+300.00	0140317279 4350	School Administration Discret / Materials and Supplies Off
C22X0216	BEACON DAY SCHOOL	122,825.96	+1,130.00	0115554101 5865	Non Public Schools / Nonpublic School Services
C22Z0012	CARSON SUPPLY COMPANY INC	7,000.00	+3,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22Z0057	REFRIGERATION SUPPLY DISTRIBUT	9,000.00	+5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22Z0070	WAXIE KLEEN LINE CORPORATION	3,290.00	+1,290.00	0154253829 4363	Custodial Discretionary / Materials and Supplies Repairs
	Fund 01 Total:		12,276.19		
	Fund 12 Total:		311.50		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 10/14/2008

FROM 09/09/2008 TO 09/22/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
		Fund 14 Total:	2,150.00		
		Fund 21 Total:	400.00		
		Fund 23 Total:	1,043.00		
		Total Amount of Change Orders:	16,180.69		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES MEETING 10/14/2008

FROM 09/09/2008 TO 09/22/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22M0152	SSD ALARM SYSTEMS	49.60	49.60	0154950839 5800	Security / Other Contracted Services
C22M0153	ASTRO PAINTING COMPANY INC	5,000.00	5,000.00	1453326859 5640	Deferred Maint Fac Rollng Hill / Repairs by Vendors
	Fund 01 Total:	49.60			
	Fund 14 Total:	5,000.00			
	Total Amount of Purchase Orders:	5,049.60			

Full Elem CFD2000-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/14/2008

FROM 09/09/2008 TO 09/22/2008

<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 MEETING 10/14/2008

FROM 09/09/2008 TO 09/22/2008

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

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES MEETING 10/14/2008

FROM 09/09/2008 TO 09/22/2008

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

Full Elem CFD2001-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/14/2008

FROM 09/09/2008 TO 09/22/2008

<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 MEETING 10/14/2008

FROM 09/09/2008 TO 09/22/2008

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

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES MEETING 10/14/2008

FROM 09/09/2008 TO 09/22/2008

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

CONSENT ITEM

DATE: October 14, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Lisa Saldivar, Director, Food Services
SUBJECT: **APPROVE/RATIFY FOOD SERVICES PURCHASE ORDERS NUMBERED 110175 THROUGH 110247 FOR THE 2008/2009 SCHOOL YEAR**

Background: Board approval is requested for Food Services purchase orders. The purchase order summary dated September 9, 2008 through September 22, 2008 contains purchase orders numbered 110175 through 110247 totaling \$121,446.62.

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: Food Services Fund (13).

Recommendation: Approve/Ratify Food Services purchase orders numbered 110175 through 110247 for the 2008/2009 school year.

GC:LS:dlh
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food Commodity Purchase Order Report
09-09-08 through 09-22-08

Date	Vendor	PO Number	Category	Amount
Open Purchase Orders				
Amount Not To Exceed				
NONE				
Out of Date Sequence P.O.'s				
NONE				
Processed Food & Commodity P.O.'s				
9/9/2008	Cargill Kitchen Solutions, Inc.	CARGILL-110003	Food	118.20
9/10/2008	ASR Food Distributors, Inc.	110182-A	Food	45.00
9/12/2008	ASR Food Distributors, Inc.	110202-A	Food	177.50
9/12/2008	ASR Food Distributors, Inc.	110203-A	Food	70.00
Total OPEN Purchase Orders				\$ -
Total Purchase Orders Out of Date Sequence				0.00
Total Processed Food & Commodity P.O.'s				410.70
Total Purchase Orders from Purchase Order Summary Report				121,035.92
TOTAL PURCHASE ORDERS				\$ 121,446.62

Fullerton School District

Food Services

Page 1

Date 09/25/2008

Time 10:56

PURCHASE ORDER SUMMARY
(09/09/2008 - 09/22/2008)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
A & R Distributors	110179	09/10/2008		4,689.28	0.00	0.00	4,689.28
	110194	09/12/2008		100.14	0.00	0.00	100.14
	110200	09/12/2008		681.75	0.00	0.00	681.75
	110201	09/12/2008		659.60	0.00	0.00	659.60
	110217	09/18/2008		400.56	0.00	0.00	400.56
	110218	09/18/2008		1,061.20	0.00	0.00	1,061.20
	110222	09/18/2008		892.00	0.00	0.00	892.00
	110223	09/18/2008		1,765.53	0.00	0.00	1,765.53
	110224	09/18/2008		1,264.20	0.00	0.00	1,264.20
	110235	09/18/2008		970.00	0.00	0.00	970.00
			0.00	12,484.26	0.00	0.00	12,484.26
ASR Food Distributors, Inc.	110181	09/10/2008		1,088.48	0.00	0.00	1,088.48
	110182	09/10/2008		483.67	0.00	0.00	483.67
	110183	09/10/2008		906.80	0.00	0.00	906.80
	110192	09/12/2008		3,033.60	0.00	0.00	3,033.60
	110199	09/12/2008		0.00	0.00	269.50	269.50
	110202	09/12/2008		5,307.54	0.00	0.00	5,307.54
	110203	09/12/2008		6,167.88	0.00	0.00	6,167.88
	110221	09/18/2008		2,084.82	0.00	0.00	2,084.82
	110225	09/18/2008		4,304.24	0.00	0.00	4,304.24
	110226	09/18/2008		5,728.25	0.00	0.00	5,728.25
	110234	09/18/2008	3,565.84	0.00	0.00	0.00	3,565.84
	110236	09/18/2008		225.85	0.00	0.00	225.85
	110237	09/18/2008		11,910.80	0.00	0.00	11,910.80
	110245	09/19/2008		0.00	0.00	343.00	343.00
			3,565.84	41,241.93	0.00	612.50	45,420.27
Form Plastics	110185	09/10/2008		0.00	3,449.60	0.00	3,449.60
	110211	09/15/2008		0.00	0.00	0.00	0.00
			0.00	0.00	3,449.60	0.00	3,449.60
Gold Star Foods	110193	09/12/2008	475.60	200.40	0.00	0.00	676.00
	110204	09/12/2008	0.00	1,365.79	0.00	0.00	1,365.79
	110205	09/12/2008	0.00	2,005.17	0.00	0.00	2,005.17
	110206	09/12/2008	0.00	1,236.20	0.00	0.00	1,236.20
	110220	09/18/2008	0.00	3,393.40	0.00	0.00	3,393.40
	110227	09/18/2008	0.00	1,412.80	0.00	0.00	1,412.80
	110228	09/18/2008	0.00	7,626.49	0.00	0.00	7,626.49
	110229	09/18/2008	0.00	2,284.16	0.00	0.00	2,284.16
	110233	09/18/2008	0.00	1,049.50	0.00	0.00	1,049.50
	110238	09/18/2008	0.00	1,153.12	0.00	0.00	1,153.12
	110239	09/18/2008	0.00	1,518.76	0.00	0.00	1,518.76

* Totals Are Rounded

Fullerton School District

Food Services

Date 09/25/2008

Time 10:56

PURCHASE ORDER SUMMARY
(09/09/2008 - 09/22/2008)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
Gold Star Foods	110243	09/19/2008		0.00	1,496.50	0.00	1,496.50
				475.60	24,742.29	0.00	25,217.89
Joseph Webb Foods, Inc.	110180	09/10/2008		0.00	1,443.60	0.00	1,443.60
	110187	09/11/2008		0.00	3,420.79	0.00	3,420.79
	110189	09/11/2008		0.00	222.82	0.00	222.82
	110190	09/11/2008		0.00	329.00	0.00	329.00
	110195	09/12/2008		0.00	295.95	0.00	295.95
	110196	09/12/2008		0.00	89.84	0.00	89.84
	110197	09/12/2008		0.00	34.98	0.00	34.98
	110207	09/12/2008		0.00	674.24	0.00	674.24
	110208	09/12/2008		0.00	2,202.44	0.00	2,202.44
	110209	09/12/2008		0.00	76.62	0.00	76.62
	110219	09/18/2008		0.00	1,445.85	0.00	1,445.85
	110231	09/18/2008		0.00	195.44	0.00	195.44
	110232	09/18/2008		0.00	3,993.51	0.00	3,993.51
	110240	09/18/2008		0.00	1,979.95	0.00	1,979.95
				0.00	16,505.09	0.00	16,505.09
P & R	110186	09/10/2008		0.00	0.00	578.17	578.17
	110216	09/18/2008		0.00	0.00	92.55	92.55
	110244	09/19/2008		0.00	0.00	849.34	849.34
				0.00	0.00	1,520.05	1,520.05
Packaging Machinery & Parts	110247	09/22/2008		0.00	0.00	994.53	994.53
				0.00	0.00	994.53	994.53
Print Printing, Inc.	110178	09/10/2008		0.00	0.00	43.10	43.10
				0.00	0.00	43.10	43.10
Schoolhouse Software, Inc.	110191	09/12/2008		0.00	0.00	330.00	330.00
				0.00	0.00	330.00	330.00
Supply Master	110212	09/15/2008		0.00	0.00	1,858.24	1,858.24
				0.00	0.00	1,858.24	1,858.24
Swift Produce	110175	09/09/2008		0.00	56.85	1,740.34	1,797.19
	110176	09/09/2008		0.00	0.00	603.15	603.15
	110177	09/10/2008		0.00	189.50	423.95	613.45

* Totals Are Rounded

Fullerton School District

Food Services

Date 09/25/2008

Time 10:56

PURCHASE ORDER SUMMARY
(09/09/2008 - 09/22/2008)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total	
Swift Produce	110184	09/10/2008		0.00	0.00	296.91	296.91	
	110188	09/11/2008		0.00	0.00	503.23	503.23	
	110198	09/12/2008		0.00	0.00	946.00	946.00	
	110210	09/15/2008		0.00	56.85	1,212.32	1,269.17	
	110213	09/16/2008		0.00	0.00	309.00	309.00	
	110214	09/17/2008		0.00	0.00	988.25	988.25	
	110215	09/18/2008		0.00	0.00	330.85	330.85	
	110242	09/19/2008		0.00	0.00	482.95	482.95	
	110246	09/22/2008		0.00	0.00	1,140.93	1,140.93	
			0.00	303.20	0.00	8,977.89	9,281.09	
The Noodle Vendor	110241	09/18/2008		0.00	2,476.80	0.00	2,476.80	
				0.00	2,476.80	0.00	2,476.80	
The Popcorn Man	110230	09/18/2008		0.00	1,455.00	0.00	1,455.00	
				0.00	1,455.00	0.00	1,455.00	
				4,041.44	99,208.57	4,969.65	12,016.26	121,035.92

* Totals Are Rounded

Fullerton School District

Food Services

Page 1

Date 09/25/2008

Time 10:54

PURCHASE ORDER REPORT

PO Type: All

Purchase Date

(09/09/2008 - 09/22/2008)

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
110175	09/09/2008	Swift Produce	1,797	1,797	90
		Produce rec'd 9/8/08. Inv#501575, 501675			
110176	09/09/2008	Swift Produce	603	0	90
		Produce rec'd 9/9/08. Inv#501738			
110177	09/10/2008	Swift Produce	613	190	90
		Produce rec'd 9/10/08. Inv#501775, 501819			
110178	09/10/2008	Print Printing, Inc.	43	0	90
		Healthy Food Guide Printing Cost			
110179	09/10/2008	A & R Distributors	4,689	3,060	99
110180	09/10/2008	Joseph Webb Foods, Inc.	1,444	0	99
110181	09/10/2008	ASR Food Distributors, Inc.	1,241	0	99
110182	09/10/2008	ASR Food Distributors, Inc.	484	0	99
110183	09/10/2008	ASR Food Distributors, Inc.	907	0	99
110184	09/10/2008	Swift Produce	297	0	90
		Produce rec'd 9/25/08. Inv#502722			
110185	09/10/2008	Form Plastics	3,450	0	99
110186	09/10/2008	P & R	578	0	99
110187	09/11/2008	Joseph Webb Foods, Inc.	3,421	3,421	99
		Inv#45093720			
110188	09/11/2008	Swift Produce	503	0	90
		Produce rec'd 9/11/08. Inv#501861			
110189	09/11/2008	Joseph Webb Foods, Inc.	223	0	90
110190	09/11/2008	Joseph Webb Foods, Inc.	329	0	90
110191	09/12/2008	Schoolhouse Software, Inc.	330	0	90
		Modify eOS sales items & layouts			
110192	09/12/2008	ASR Food Distributors, Inc.	3,034	0	99
110193	09/12/2008	Gold Star Foods	676	0	99
110194	09/12/2008	A & R Distributors	100	0	99
110195	09/12/2008	Joseph Webb Foods, Inc.	296	0	90
110196	09/12/2008	Joseph Webb Foods, Inc.	90	0	99
110197	09/12/2008	Joseph Webb Foods, Inc.	35	0	90

Date 09/25/2008
Time 10:54

Fullerton School District
Food Services
PURCHASE ORDER REPORT
PO Type: All
Purchase Date
(09/09/2008 - 09/22/2008)

Page 2

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
110198	09/12/2008	Swift Produce	946	0	90
		Produce rec'd 9/12/08. Inv#502008			
110199	09/12/2008	ASR Food Distributors, Inc.	270	0	90
		Produce rec'd 9/12/08. Inv#662154			
110200	09/12/2008	A & R Distributors	682	0	99
110201	09/12/2008	A & R Distributors	660	0	99
110202	09/12/2008	ASR Food Distributors, Inc.	5,308	0	99
110203	09/12/2008	ASR Food Distributors, Inc.	6,168	0	99
110204	09/12/2008	Gold Star Foods	1,366	0	99
110205	09/12/2008	Gold Star Foods	2,005	0	99
110206	09/12/2008	Gold Star Foods	1,236	0	99
110207	09/12/2008	Joseph Webb Foods, Inc.	674	0	99
110208	09/12/2008	Joseph Webb Foods, Inc.	2,302	0	99
110209	09/12/2008	Joseph Webb Foods, Inc.	77	0	99
		Invoice# 45093720			
110210	09/15/2008	Swift Produce	1,269	380	90
		Produce rec'd 9/15/08. Inv#501922, 502030			
110211	09/15/2008	Form Plastics	0	0	99
		CANCELLED			
110212	09/15/2008	Supply Master	1,858	0	90
		Toner Cartridges for HP3600n			
110213	09/16/2008	Swift Produce	309	0	90
		Produce rec'd 9/16/08. Inv#502116			
110214	09/17/2008	Swift Produce	988	0	90
		Produce rec'd 9/17/08. Inv#502213			
110215	09/18/2008	Swift Produce	331	0	90
		Produce rec'd 9/18/08. Inv#502255			
110216	09/18/2008	P & R	93	0	99
110217	09/18/2008	A & R Distributors	401	200	99
110218	09/18/2008	A & R Distributors	1,061	0	99
110219	09/18/2008	Joseph Webb Foods, Inc.	1,446	0	99
110220	09/18/2008	Gold Star Foods	3,393	0	99

Date 09/25/2008
Time 10:54

Fullerton School District
Food Services
PURCHASE ORDER REPORT
PO Type: All
Purchase Date
(09/09/2008 - 09/22/2008)

Page 3

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
110221	09/18/2008	ASR Food Distributors, Inc.	2,085	0	99
110222	09/18/2008	A & R Distributors	892	0	99
110223	09/18/2008	A & R Distributors	1,766	0	99
110224	09/18/2008	A & R Distributors	1,264	0	99
110225	09/18/2008	ASR Food Distributors, Inc.	6,292	0	99
110226	09/18/2008	ASR Food Distributors, Inc.	5,728	0	99
110227	09/18/2008	Gold Star Foods	1,413	0	99
110228	09/18/2008	Gold Star Foods	7,626	0	99
110229	09/18/2008	Gold Star Foods	2,284	0	99
110230	09/18/2008	The Popcorn Man	1,455	0	99
110231	09/18/2008	Joseph Webb Foods, Inc.	195	0	99
110232	09/18/2008	Joseph Webb Foods, Inc.	3,994	0	99
110233	09/18/2008	Gold Star Foods	1,050	0	90
110234	09/18/2008	ASR Food Distributors, Inc.	3,566	0	90
110235	09/18/2008	A & R Distributors	970	0	99
110236	09/18/2008	ASR Food Distributors, Inc.	226	0	99
110237	09/18/2008	ASR Food Distributors, Inc.	11,911	0	99
110238	09/18/2008	Gold Star Foods	1,153	0	99
110239	09/18/2008	Gold Star Foods	1,519	0	99
110240	09/18/2008	Joseph Webb Foods, Inc.	1,980	0	99
110241	09/18/2008	The Noodle Vender Need items ASAP	2,477	0	99
110242	09/19/2008	Swift Produce Produce rec'd 9/19/08. Inv#502393	483	0	90
110243	09/19/2008	Gold Star Foods	1,497	0	99

Date 09/25/2008
Time 10:54

Fullerton School District
Food Services
PURCHASE ORDER REPORT
PO Type: All
Purchase Date
(09/09/2008 - 09/22/2008)

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
110244	09/19/2008	P & R	849	0	99
110245	09/19/2008	ASR Food Distributors, Inc. Produce rec'd 9/19/08. Inv#663543	343	0	90
110246	09/22/2008	Swift Produce Produce rec'd 9/22/08. Inv#502434	1,141	0	90
110247	09/22/2008	Packaging Machinery & Parts Inv#03471	995	0	90

CONSENT ITEM

DATE: October 14, 2008
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 65837 THROUGH 66081 FOR THE 2008/2009 SCHOOL YEAR IN THE AMOUNT OF \$2,143,169.22

Background: Board approval is requested for warrants numbered 65837 through 66081 for the 2008/2009 school year. The total amount presented for approval is \$2,143,169.22.

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

Fund	Amount
01 General Fund	\$1,840,595.45
12 Child Development	13,726.95
14 Deferred Maintenance	120,499.91
21 Building Fund	69,304.00
23 G.O. Bond 2002B	72,364.33
25 Capital Facilities	26,405.43
40 Special Reserve	0.00
68 Workers' Compensation	0.00
81 Property/Liability Insurance	273.15
Total	\$2,143,169.22

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 65837 through 66081 for the 2008/2009 school year in the amount of \$2,143,169.22.

GC:SS:sf

CONSENT ITEM

DATE: October 14, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Lisa Saldivar, Director, Food Services
SUBJECT: **APPROVE/RATIFY FOOD SERVICES WARRANT NUMBERED 6474 FOR THE 2008/2009 SCHOOL YEAR**

Background: Board approval is requested for Food Services warrant numbered 6474 for the 2008/2009 school year. The total amount presented for approval is \$6,952.76.

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: Food Services Fund (13).

Recommendation: Approve/Ratify Food Services warrant numbered 6474 for the 2008/2009 school year.

GC:LS:dlh

CONSENT ITEM

DATE: October 14, 2008

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

FROM: Mark Douglas, Assistant Superintendent, Personnel Services

PREPARED BY: Marilyn White, Director, Administrative Services

SUBJECT: **ADOPT RESOLUTION #08/09-03 PROCLAIMING OCTOBER 27 - 31, 2008, AS "RED RIBBON WEEK" FOR THE FULLERTON SCHOOL DISTRICT**

Background: "Ask Me, See Me, Be Me – I'm Drug Free" 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, and has resulted 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 27 - 31, 2008, as Red Ribbon Week in the Fullerton School District.

Rationale: The "Ask Me, See Me, Be Me – I'm Drug Free" 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 #08/09-03 proclaiming October 27 - 31, 2008, as "Red Ribbon Week" for the Fullerton School District.

MW:mc
Attachment

Fullerton School District
RESOLUTION #08/09-03
PROCLAIMING OCTOBER 27 – 31, 2008 AS
RED RIBBON WEEK

- 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 “Ask Me, See Me, Be Me – I’m Drug Free”, 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 27 – 31, 2008; 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 27 – 31, 2008, 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

Lynn Thornley, Board President
Fullerton School District

CONSENT ITEM

DATE: October 14, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Jennifer Shepard, Director, Educational Services
SUBJECT: **APPROVE THE 2008/2009 AGREEMENTS WITH ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) FOR INSIDE THE OUTDOORS FIELD AND SCHOOL PROGRAMS**

Background: The Orange County Department of Education conducts an Inside the Outdoors Program at Caspers Park, Crystal Cove, Dana Point, Helena Modjeska House, Irvine Regional Park, Key Ranch, Limestone Canyon, Modjeska Canyon, Mount San Antonio College (Mt. SAC), Rancho Sonado, Santiago Oaks, Shipley Nature Center, Upper Newport Bay, Wild Wetlands, and Traveling Scientist Program. Several grade level programs are offered including one-day field trips.

The County has requested that the Board approve these Agreements for the 2008/2009 school year. Beechwood, Orangethorpe, Pacific Drive, Rolling Hills, Sunset Lane, and Woodcrest (Field Program), and Acacia (School Program) have submitted an "intent to participate" form to the County. Once the District has received approval to enter into the contract, other schools may be added to the program.

Rationale: Inside the Outdoors Field and School Programs allow students an opportunity to learn beyond the classroom in order to experience and interact with science and social science concepts in a real life context.

Funding: There is no cost to the District general fund. Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve the 2008/2009 Agreements with Orange County Department of Education (OCDE) for Inside the Outdoors Field and School Programs.

JM:JS:nm
Attachment

AGREEMENT FOR PARTICIPATION
INSIDE THE OUTDOORS
FIELD PROGRAM
PUBLIC SCHOOLS 2008 - 2009

This AGREEMENT is hereby entered into this 1st day of July, 2008, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Fullerton School District, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

TERMS, CONDITIONS, AND RESPONSIBILITIES

1.0 SUPERINTENDENT shall provide a one hour to two day Inside the Outdoors - Field Program, hereinafter referred to as PROGRAM, more specifically described in Exhibit "A", which is attached hereto and incorporated by reference herein.

2.0 This AGREEMENT shall be in full force and effect for the period commencing September 1, 2008 and ending August 31, 2009. This AGREEMENT must be fully executed by the Parties and be on file with the SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.

3.0 In compliance with Education Code Section 35330 DISTRICT hereby declares that no student has been denied the opportunity to participate in the PROGRAM because of the inability to pay the required fee. DISTRICT has made every effort to acquire the financial support from fund-raising efforts, parents, and the community to assist those pupils who are unable to pay the required fee.

1 4.0 SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S
2 school(s) pursuant to Exhibit "A". Transportation and food are not
3 included and shall be the sole responsibility of DISTRICT.

4 5.0 DISTRICT shall provide one (1) certificated employee and one (1)
5 adult aide or parent to participate in the PROGRAM with each group of
6 25-30 students.

7 5.1 A certificated employee shall ride with and supervise
8 students on the bus.

9 5.2 All participating certificated employees and adult
10 aides, in cooperation with the PROGRAM staff, shall
11 be expected to take an active role in the supervision
12 of students. All guests must be eighteen (18) years
13 of age or older.

14 6.0 Should a DISTRICT group exceed two (2) classrooms on a given day
15 (approximately sixty (60) students), the additional classroom(s) may
16 be scheduled to participate on another day.

17 7.0 It is recommended that at least one (1) adult accompanying each
18 DISTRICT group hold a valid California driver's license and maintain
19 appropriate insurance coverage to drive a vehicle and have the
20 DISTRICT'S authority to transport sick or injured students requiring
21 medical attention (a district vehicle may be provided).

22 8.0 DISTRICT shall be responsible for the supervision and care of
23 its students from the time of departure from home or school to the
24 time of arrival back at the home or school. DISTRICT shall also be
25 responsible for the actions of its students and employees while
participating in the PROGRAM.

1 9.0 Hold Harmless/Insurance coverage shall be as follows:

2 A. DISTRICT shall hold harmless, defend, and indemnify the
3 Orange County Superintendent of Schools, the Orange County
4 Board of Education, and their officers, agents, and
5 employees from any and all claims for damages resulting
6 from the acts or omissions of DISTRICT, its officers,
7 agents, employees, and students with respect to the Inside
8 the Outdoors - Field Program.

9 B. SUPERINTENDENT shall hold harmless, defend, and indemnify
10 the DISTRICT, its Governing Board, officers, agents,
11 employees, and students from any and all claims for damage
12 resulting from the acts or omissions of the Orange County
13 Superintendent of Schools, the Orange County Board of
14 Education and its officers, agents, and employees with
15 respect to the Inside the Outdoors - Field Program.

16 C. DISTRICT must furnish to SUPERINTENDENT a certificate of
17 insurance evidencing all coverages and additional insured
18 endorsements required **no less than fourteen (14) business**
19 **days, excluding holidays, prior to DISTRICT'S first day of**
20 **participation. DISTRICT shall not participate in the**
21 **Inside The Outdoors - Field Program until SUPERINTENDENT**
22 **has received a valid certificate of insurance evidencing**
23 **the insurance coverage required.**

24 D. DISTRICT'S insurance must be with an insurance company
25 admitted and licensed by the Insurance Commissioner of the

1 State of California or a program of self-insurance
2 approved by the SUPERINTENDENT.

3 E. If the DISTRICT is either partially or fully self-insured
4 for its liability exposures, DISTRICT must notify the
5 SUPERINTENDENT in writing fourteen (14) business days,
6 excluding holidays, prior to DISTRICT'S first day of
7 participation and provide the SUPERINTENDENT with a
8 statement signed by an authorized representative of
9 DISTRICT which states that DISTRICT agrees to protect the
10 Orange County Superintendent of Schools, the Orange County
11 Board of Education, and its officers, employees, and
12 agents as if the insurance requirements in Section 9.0
13 were in full effect.

14 F. DISTRICT agrees to maintain Comprehensive General
15 Liability Insurance, including bodily injury, property
16 damage, premises-operations, products-completed operations
17 and personal injury, in the amount of not less than One
18 million dollars (\$1,000,000) per occurrence or a program
19 of self-insurance approved by SUPERINTENDENT.

20 G. The following two (2) policy endorsements must be included
21 and written as follows:

22 (a) "The Orange County Superintendent of Schools, the
23 Orange County Board of Education, and their officers,
24 agents and employees shall be added as an additional
25 insured to the policy."

1 (b) "Such insurance as is afforded by this policy for the
2 Orange County Superintendent of Schools, the Orange
3 County Board of Education, and its officers, agents,
4 and employees shall be primary, and any insurance
5 carried by the Orange County Superintendent of
6 Schools, or the Orange County Board of Education, for
7 the Orange County Superintendent of Schools and the
8 Orange County Board of Education and its officers,
9 agents, and employees shall be excess and
10 non-contributory."

11 H. DISTRICT shall, at DISTRICT'S sole cost and expense, take
12 out prior to participation in the Inside the Outdoors -
13 Field Program, and maintain in full force and effect, from
14 the first day of participation through the last day of
15 participation, a policy or policies of insurance covering
16 DISTRICT'S participation in the Inside the Outdoors -
17 Field Program.

18 I. Insurance certificate description should read as
19 "Participation in the Inside the Outdoors Programs."

20 J. In addition, DISTRICT shall provide a thirty (30) day
21 cancellation or reduction of coverage clause.

22 K. Insurance certificate holder shall be named proper as
23 "Orange County Superintendent of Schools, 200 Kalmus
24 Drive, P.O. Box 9050, Costa Mesa, California 92628-9050,
25 Attn: Contracts Department."

1 10.0 Any notice of cancellation by DISTRICT must be received in
2 writing by SUPERINTENDENT at least twenty (20) business days,
3 excluding holidays, prior to the scheduled PROGRAM date. It will be
4 the responsibility of DISTRICT to reschedule PROGRAM date with
5 another DISTRICT'S school no later than ten (10) business days prior
6 to original PROGRAM date; SUPERINTENDENT may also attempt to find a
7 replacement school if possible. If DISTRICT or SUPERINTENDENT is
8 unable to reschedule the scheduled PROGRAM date with another
9 DISTRICT'S school, DISTRICT will be charged ninety percent (90%) of
10 the full cost of the scheduled PROGRAM. If DISTRICT'S School wishes
11 to reschedule a scheduled PROGRAM date, DISTRICT'S School may be
12 charged an additional fee of Seventy-five dollars (\$75.00).

13 11.0 Cancellation of a PROGRAM due to inclement weather conditions
14 may be made by the SUPERINTENDENT'S designated staff (no charge will
15 be incurred for those days). DISTRICT groups will be rescheduled at
16 a later date, upon request of DISTRICT and when space is available.
17 If DISTRICT decides to participate in the PROGRAM in inclement
18 weather conditions, DISTRICT will be charged the full fee regardless
19 of weather conditions.

20 12.0 DISTRICT agrees to pay SUPERINTENDENT per student or per PROGRAM
21 more specifically described in Exhibit "B", which is attached hereto
22 and incorporated by reference herein. Payment shall be made based on
23 the number of students that actually attend, but not less than ninety
24 percent (90%) of the number of students identified in Exhibit "A".

25 If school is designated as sponsored, a minimum enrollment
requirement is ninety percent (90%) of the contracted number of

1 students, and is paid by sponsorship. If the number of students who
2 attend is less than ninety percent (90%) of the contracted enrollment
3 number, SCHOOL will be charged a per student fee for all students
4 that fall below ninety percent (90%).

5 13.0 DISTRICT agrees to send to PROGRAM the number of students
6 indicated in Exhibit "A". DISTRICT agrees to pay a fee to
7 SUPERINTENDENT pursuant to Section 12.0, for each student of DISTRICT
8 participating in the PROGRAM. If the number of students described in
9 Exhibit "A" should change, DISTRICT will notify SUPERINTENDENT no
10 less than twenty (20) business days prior to the scheduled date.

11 14.0 Full payment of fees by DISTRICT or school must be received by
12 SUPERINTENDENT within thirty (30) calendar days of billing postmark.

13 15.0 DISTRICT agrees to bear the expense of repairs and/or breakage
14 resulting from unreasonable wear or abuse to property and/or
15 equipment caused by its students and/or teachers.

16 16.0 DISTRICT hereby delegates, by approval of this AGREEMENT, to the
17 District Superintendent or the District Superintendent's designee,
18 pursuant to Education Code Section 39656, the authority to allow
19 additional schools or students to participate in the Inside the
20 Outdoors - Field Program during the term of AGREEMENT.

21 17.0 In the interest of public health, SUPERINTENDENT provides a
22 tobacco-free environment. Smoking or the use of any tobacco products
23 are prohibited in buildings and vehicles, and on any property owned,
24 leased or contracted for by the SUPERINTENDENT pursuant to
25 SUPERINTENDENT Policy 400.15. Failure to abide with conditions of
this policy could result in the termination of this AGREEMENT.

1 18.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
2 unlawful discrimination in employment of persons because of race,
3 color, religious creed, national origin, ancestry, physical handicap,
4 medical condition, marital status, or sex of such persons.

5 19.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
6 construed and entered into in accordance with the laws of the State
7 of California, through California state courts with venue in Orange
8 County, California.

9 20.0 NOTICE. All notices or demands to be given under this AGREEMENT
10 by either party to the other, shall be in writing and given either
11 by: (a) personal service or (b) by U.S. Mail, mailed either by
12 registered or certified mail, return receipt requested, with postage
13 prepaid. Service shall be considered given when received if
14 personally served or if mailed on the third day after deposit in any
15 U.S. Post Office. The address to which notices or demands may be
16 given by either party may be changed by written notice given in
17 accordance with the notice provisions of this section. As of the
18 date of this AGREEMENT, the addresses of the parties are as follows:

19 DISTRICT: Fullerton School District
20 1401 West Valencia Drive
Fullerton, California 92833
Attn: _____

21 SUPERINTENDENT: Orange County Superintendent of Schools
22 200 Kalmus Drive
P.O. Box 9050
23 Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

24 21.0 If any term, covenant, condition or provision of this AGREEMENT
25 is held by court of competent jurisdiction to be invalid, void or

1 unenforceable, the remainder of the provisions shall remain in full
2 force and effect and shall in no way be affected, impaired or
3 invalidated thereby.

4 22.0 The failure of SUPERINTENDENT or DISTRICT to seek redress for
5 violation of, or to insist upon, the strict performance of any term
6 or condition of this AGREEMENT, shall not be deemed a waiver by that
7 party of such term or condition, or prevent a subsequent similar act
8 from again constituting a violation of such term or condition.

9 23.0 This AGREEMENT contains the entire agreement between
10 SUPERINTENDENT and DISTRICT regarding the services and any agreement
11 hereafter made shall be ineffective to modify this AGREEMENT in whole
12 or in part unless such agreement is embodied in an amendment to this
13 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.
14 This AGREEMENT supersedes all prior negotiations, understandings,
15 representations and agreements.

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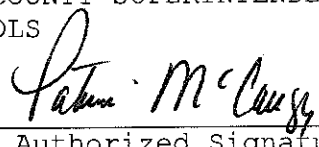
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IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: FULLERTON SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

BY: _____
Authorized Signature

BY:  _____
Authorized Signature

PRINT NAME: _____

PRINT NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: July 17, 2008

School	Site/Program	Scheduled Date	Grade	Number of Students	Fee per Student	Price per Event or Flat Fee	Comments
District: Fullerton School District							
BEECHWOOD ELEMENTARY	SHIPLEY	11/14/2008	3	90	\$7.50		GABRIELINO WALK - 9:00am
ORANGETHORPE ELEMENTARY	CRYSTAL COVE	11/6/2008	5	90	no charge*		Sponsored Trip
PACIFIC DRIVE ELEMENTARY	Mt. San Antonio College (Mt. SAC)	10/20/2008	3	90	\$4.00		GABRIELINO WALK - 11:45am
PACIFIC DRIVE ELEMENTARY	Mt. San Antonio College (Mt. SAC)	11/3/2008	4	95	\$4.00		NATIVE AMERICAN -
PACIFIC DRIVE ELEMENTARY	Mt. San Antonio College (Mt. SAC)	3/30/2009	2	90	\$3.00		Ecosystem Extravaganza
ROLLING HILLS ELEMENTARY	UPPER NEWPORT BAY	11/14/2008	4-5	32	\$27.75		
SUNSET LANE ELEMENTARY	SHIPLEY	11/20/2008	3	64	\$7.50		GABRIELINO WALK - 11:45am
SUNSET LANE ELEMENTARY	SHIPLEY	11/25/2008	3	64	\$7.50		GABRIELINO WALK - 11:45am
WOODCREST ELEMENTARY	RANCHO SONADO	10/22/2008	5	68	no charge*		Sponsored Trip

Note:

- (1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.
- (2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 10.0 and Section 11.0 of the Agreement.

Revisions/Modification Approval:

Inside the Outdoors Program

Date



Inside the Outdoors Fees for 2008-2009

Programs align with California Science and/or Social Science Content Standards



Field Programs

2 hour Programs

Kindergarten- Ecosystem Extravaganza		
Shipley Nature Center or Mt. San Antonio College		\$6.00
First Grade - Ecosystem Extravaganza		
Shipley Nature Center or Mt. San Antonio College		\$6.00
Second Grade - Ecosystem Extravaganza		
Shipley Nature Center or Mt. San Antonio College		\$6.00
Second and Third Grade		
Wild Wetlands and Santiago Oaks	\$13.75 a.m., \$12.75 p.m.	
Third Grade - Gabrieliño Walk		
Shipley Nature Center or Mt. San Antonio College		\$7.50
Fourth Grade - Native American Program		
Shipley Nature Center or Mt. San Antonio College		\$7.50
Seventh Grade		
Limestone Canyon		\$14.00

**New Extended
Program Length
for K - 2nd Grade!**

3 hour Programs

Third and Fourth Grade

Key Ranch	\$15.75
Helena Modjeska House	\$17.75

Full Day (5.5 hour) Programs

Fourth Grade

Irvine Regional Park	\$31.00
Upper Newport Bay	\$27.75

Fifth and Sixth Grade

Caspers Park	\$31.00
Crystal Cove	\$31.00
Dana Point	\$31.00
Modjeska Canyon	\$31.00
Rancho Soñado	\$31.00

**Coming Soon
Field Programs at the
Nautical Museum
in Newport Beach.**

Traveling Scientist Programs

Preschool and Kindergarten (45 minutes)

First Grade to Sixth Grade (60 minutes)

\$5.50 per student with a 60 student minimum

Fifth Grade Surviving Our Standards (75 minutes)

For Birds of Prey presentations add \$0.75 per student.

Assemblies (45 minutes to 60 minutes)

\$330.00 per assembly and \$50 for each additional assembly

Science Night Amazing Animals Presentations

\$330.00 per one hour presentation

Traveling Scientists Programs have a daily mileage fee.

Funding Opportunities are available on our website, www.insidetheoutdoors.org, or (714) 708-3885.

AGREEMENT FOR PARTICIPATION
INSIDE THE OUTDOORS
SCHOOL PROGRAM
PUBLIC SCHOOLS 2008 - 2009

This AGREEMENT is hereby entered into this 1st day of July, 2008, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Fullerton School District, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

TERMS, CONDITIONS, AND RESPONSIBILITIES

1.0 SUPERINTENDENT shall provide a forty-five minute to seventy-five minute Inside the Outdoors - School Program, hereinafter referred to as PROGRAM, more specifically described in Exhibit "A", which is attached hereto and incorporated by reference herein.

2.0 This AGREEMENT shall be in full force and effect for the period commencing September 1, 2008 and ending August 31, 2009. This AGREEMENT must be fully executed by the Parties and be on file with the SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.

3.0 In compliance with Education Code Section 35330 DISTRICT hereby declares that no student has been denied the opportunity to participate in the PROGRAM because of the inability to pay the required fee. DISTRICT has made every effort to acquire the financial support from fund-raising efforts, parents, and the community to assist those students who are unable to pay the required fee.

1 4.0 SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S
2 school(s) pursuant to Exhibit "A".

3 5.0 DISTRICT shall provide one (1) certificated employee to
4 participate in the PROGRAM with each group of 25-30 students.

5 5.1 All participating certificated employees and adult aides,
6 in cooperation with the PROGRAM staff, shall be expected
7 to take an active role in the supervision of students.

8 6.0 Should a DISTRICT group exceed four (4) classrooms on a given
9 day (approximately one hundred twenty (120) students), the additional
10 classroom(s) may be scheduled to participate on another day.

11 7.0 DISTRICT shall be responsible for the supervision and care of
12 its students. DISTRICT shall also be responsible for the actions of
13 its students and employees while participating in the PROGRAM.

14 8.0 DISTRICT shall hold harmless, defend, and indemnify the Orange
15 County Superintendent of Schools, the Orange County Board of
16 Education, and its officers, agents, and employees from any and all
17 claims for damages resulting from the acts or omissions of DISTRICT,
18 its officers, agents, employees, and students with respect to the
19 Inside the Outdoors - School Program.

20 SUPERINTENDENT shall hold harmless, defend, and indemnify the
21 DISTRICT, its Governing Board, officers, agents, employees, and
22 students from any and all claims for damage resulting from the acts
23 or omissions of the Orange County Superintendent of Schools, the
24 Orange County Board of Education and its officers, agents, and
25 employees with respect to the Inside the Outdoors - School Program.

1 9.0 Any notice of cancellation must be received in writing by
2 SUPERINTENDENT at least twenty (20) business days, excluding
3 holidays, prior to the scheduled PROGRAM date. It will be the
4 responsibility of DISTRICT to reschedule PROGRAM date with another
5 DISTRICT school no later than ten (10) business days prior to
6 original PROGRAM date; SUPERINTENDENT may also attempt to find a
7 replacement school if possible. If DISTRICT or SUPERINTENDENT is
8 unable to reschedule the scheduled PROGRAM date with another DISTRICT
9 school, DISTRICT will be charged ninety percent (90%) of the full
10 cost of the scheduled PROGRAM. If DISTRICT wishes to reschedule a
11 scheduled PROGRAM date, DISTRICT may be charged an additional fee of
12 Seventy-five dollars (\$75.00).

13 10.0 DISTRICT agrees to pay SUPERINTENDENT per student or per PROGRAM
14 more specifically described in Exhibit "B", which is attached hereto
15 and incorporated by reference herein. Payment shall be based on the
16 number of students that actually attend, but no less than ninety
17 percent (90%) of the number of students identified in Exhibit "A".

18 If DISTRICT'S SCHOOL is designated as sponsored, a minimum enrollment
19 requirement is ninety percent (90%) of the contracted number of
20 students, and is paid by sponsorship. If the number of students who
21 attend is less than ninety percent (90%) of the contracted enrollment
22 number, SCHOOL will be charged a per student fee for all students
23 that fall below ninety percent (90%).

24 10.1 A day of participation is defined as a student being
25 present during any part of a scheduled PROGRAM day.

10.2 Should the scheduled attendance from any given school in a

1 DISTRICT change by more than ten percent (10%), the
2 DISTRICT shall inform SUPERINTENDENT in writing at least
3 twenty (20) business days prior to the first (1st) day of
4 attendance.

5 10.3 Schools may be charged an additional transportation fee of
6 \$25.00 - \$100.00 per day.

7 11.0 Full payment of fees by DISTRICT must be received by
8 SUPERINTENDENT within thirty (30) calendar days of billing postmark.

9 12.0 DISTRICT agrees to bear the expense of repairs and/or breakage
10 resulting from unreasonable wear or abuse to property and/or
11 equipment caused by its students and/or teachers participating in the
12 PROGRAM.

13 13.0 DISTRICT hereby delegates, by approval of this AGREEMENT to the
14 District Superintendent or the District Superintendent's designee,
15 pursuant to Education Code Section 17604, the authority to allow
16 additional schools or students to participate in the Inside the
17 Outdoors - School Program during the term of AGREEMENT.

18 14.0 NOTICE. All notices or demands to be given under this AGREEMENT
19 by either party to the other, shall be in writing and given either
20 by: (a) personal service or (b) by U.S. Mail, mailed either by
21 registered or certified mail, return receipt requested, with postage
22 prepaid. Service shall be considered given when received if
23 personally served or if mailed on the third day after deposit in any
24 U.S. Post Office. The address to which notices or demands may be
25 given by either party may be changed by written notice given in

1 accordance with the notice provisions of this section. As of the
2 date of this AGREEMENT, the addresses of the parties are as follows:

3 DISTRICT: Fullerton School District
4 1401 West Valencia Drive
5 Fullerton, California 92833
6 Attn: _____

7 SUPERINTENDENT: Orange County Superintendent of Schools
8 200 Kalmus Drive
9 P.O. Box 9050
10 Costa Mesa, California 92628-9050
11 Attn: Patricia McCaughey

12 15.0 In the interest of public health, SUPERINTENDENT provides a
13 tobacco-free environment. Smoking or the use of any tobacco products
14 are prohibited in buildings and vehicles, and on any property owned,
15 leased or contracted for by the SUPERINTENDENT pursuant to
16 SUPERINTENDENT Policy 400.15. Failure to abide with conditions of
17 this policy could result in the termination of this AGREEMENT.

18 16.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
19 unlawful discrimination in employment of persons because of race,
20 color, religious creed, national origin, ancestry, physical handicap,
21 medical condition, marital status, or sex of such persons.

22 17.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
23 construed and entered into in accordance with the laws of the State
24 of California, through California state courts with venue in Orange
25 County, California.

18.0 If any term, covenant, condition or provision of this AGREEMENT
is held by court of competent jurisdiction to be invalid, void or
unenforceable, the remainder of the provisions shall remain in full

1 force and effect and shall in no way be affected, impaired or
2 invalidated thereby.

3 19.0 The failure of SUPERINTENDENT or DISTRICT to seek redress for
4 violation of, or to insist upon, the strict performance of any term
5 or condition of this AGREEMENT, shall not be deemed a waiver by that
6 party of such term or condition, or prevent a subsequent similar act
7 from again constituting a violation of such term or condition.

8 20.0 This AGREEMENT contains the entire agreement between
9 SUPERINTENDENT and DISTRICT regarding the services and any agreement
10 hereafter made shall be ineffective to modify this AGREEMENT in whole
11 or in part unless such agreement is embodied in an amendment to this
12 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.
13 This AGREEMENT supersedes all prior negotiations, understandings,
14 representations and agreements.

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1 IN WITNESS WHEREOF, the Parties hereto have caused this
2 AGREEMENT to be executed.

3 DISTRICT: FULLERTON SCHOOL
4 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

5 BY: _____
6 Authorized Signature

BY: Patricia McCaughey
Authorized Signature

7 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

8 TITLE: _____

TITLE: Coordinator

9 DATE: _____

DATE: July 18, 2008

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School	Site/Program	Scheduled Date	Grade	Number of Students	Fee per Student	Price per Event or Flat Fee	Comments
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District: Fullerton

ACACIA ELEMENTARY	TRAVELING SCIENTIST	5/22/2009	1	60	\$5.50		SCALES OR SLIME
ACACIA ELEMENTARY	Mileage	5/22/2009	1	1		\$60.00	

Note:

- (1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.
- (2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 9.0 and Section 10.0 of the Agreement.

Revisions/Modification Approval:

Inside the Outdoors Program

Date



Inside the Outdoors Fees for 2008-2009

Programs align with California Science and/or Social Science Content Standards



Field Programs

2 hour Programs

Kindergarten- Ecosystem Extravaganza		
Shipley Nature Center or Mt. San Antonio College		\$6.00
First Grade - Ecosystem Extravaganza		
Shipley Nature Center or Mt. San Antonio College		\$6.00
Second Grade - Ecosystem Extravaganza		
Shipley Nature Center or Mt. San Antonio College		\$6.00
Second and Third Grade		
Wild Wetlands and Santiago Oaks	\$13.75 a.m., \$12.75 p.m.	
Third Grade - Gabrieliño Walk		
Shipley Nature Center or Mt. San Antonio College		\$7.50
Fourth Grade - Native American Program		
Shipley Nature Center or Mt. San Antonio College		\$7.50
Seventh Grade		
Limestone Canyon		\$14.00

*New Extended
Program Length
for K - 2nd Grade!*

3 hour Programs

Third and Fourth Grade		
Key Ranch		\$15.75
Helena Modjeska House		\$17.75

*Coming Soon
Field Programs at the
Nautical Museum
in Newport Beach.*

Full Day (5.5 hour) Programs

Fourth Grade		
Irvine Regional Park		\$31.00
Upper Newport Bay		\$27.75
Fifth and Sixth Grade		
Caspers Park		\$31.00
Crystal Cove		\$31.00
Dana Point		\$31.00
Modjeska Canyon		\$31.00
Rancho Soñado		\$31.00

Traveling Scientist Programs

Preschool and Kindergarten (45 minutes)	
First Grade to Sixth Grade (60 minutes)	\$5.50 per student with a 60 student minimum
Fifth Grade Surviving Our Standards (75 minutes)	
	For Birds of Prey presentations add \$0.75 per student.

Assemblies (45 minutes to 60 minutes)
\$330.00 per assembly and \$50 for each additional assembly

Science Night Amazing Animals Presentations
\$330.00 per one hour presentation

Traveling Scientists Programs have a daily mileage fee.

Funding Opportunities are available on our website, www.insidetheoutdoors.org, or (714) 708-3885.

CONSENT ITEM

DATE: October 14, 2008
TO: Mitch Hovey, Ed.D., Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Jennifer Shepard, Director, Educational Services
SUBJECT: **APPROVE THE 2008/2009 AGREEMENT WITH ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) FOR RESIDENT OUTDOOR SCIENCE SCHOOL**

Background: The Orange County Department of Education conducts an overnight Outdoor Science and Environmental Education Program at its resident sites. The County has requested that the Board approve the program Agreement for the 2008/2009 school year.

Acacia, Beechwood, Fern Drive, Fidler, Golden Hill, Laguna Road, Maple, Richman, and Sunset Lane schools have submitted "Intent to Participate" forms to the County for Cedar Crest, Creekside, Calvary and Camp Arbolado. Once the Agreement is approved, other schools may be added.

Rationale: Resident Outdoor Science School is a unique and hands-on environmental education program administered by the Orange County Department of Education. Their mission is to empower students, teachers, parents, and the community to explore natural areas and expand their knowledge. The curriculum created for the Resident Outdoor Science School program is aligned with California science and social science standards and allows students to interact with these concepts in a real world setting.

Funding: There is no cost to the District. Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve the 2008/2009 Agreement with Orange County Department of Education (OCDE) for Resident Outdoor Science School.

JM:JS:nm
Attachment

AGREEMENT FOR USE OF RESIDENT OUTDOOR SCIENCE SCHOOL
FACILITIES, SUPPLIES, EQUIPMENT, AND SERVICES
PUBLIC SCHOOL DISTRICTS
SCHOOL YEAR 2008-2009

This AGREEMENT is entered into this 1st day of July, 2008, by and between the Orange County Superintendent of Schools, hereinafter referred to as SUPERINTENDENT, and Fullerton School District, hereinafter referred to as DISTRICT.

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

1.0 Under the authority of Section 8760, et seq. of the California Education Code, SUPERINTENDENT shall provide a program and classes in Outdoor Science and Environmental Education for students of DISTRICT.

1.1 SUPERINTENDENT shall make available to DISTRICT one (1) or more of its Resident Outdoor Science School sites, hereinafter referred to as OUTDOOR SCHOOL, to be determined based upon the number of DISTRICT students participating in the program.

1.2 DISTRICT agrees to cooperate with SUPERINTENDENT in every reasonable way to enable SUPERINTENDENT as Lessee to carry out its obligations to the Lessor(s) of OUTDOOR SCHOOL.

2.0 This AGREEMENT shall be in full force and effect for the period commencing September 1, 2008 and ending June 30, 2009. The fully executed AGREEMENT must be on file with the SUPERINTENDENT no later than September 10, 2008.

3.0 The authority and responsibility with respect to the conduct of

1 the OUTDOOR SCHOOL and its program shall rest with SUPERINTENDENT,
2 acting through its authorized representative, the OUTDOOR SCHOOL
3 Administrator or his/her designee.

4 4.0 DISTRICT shall leave the OUTDOOR SCHOOL in the same condition
5 as when it arrived, reasonable wear and tear excepted. DISTRICT
6 agrees to bear the expense of repair or replacement of Lessor's or
7 SUPERINTENDENT'S property or equipment due to damage and/or
8 unreasonable wear to such property or equipment by DISTRICT'S
9 students and/or staff.

10 5.0 Hold Harmless/Insurance coverage shall be as follows:-

11 A. DISTRICT shall hold harmless, defend, and indemnify the
12 Orange County Superintendent of Schools, the Orange
13 County Board of Education, and their officers, agents,
14 and employees from any and all claims for damages
15 resulting from the acts or omissions of DISTRICT, its
16 officers, agents, employees, and students with respect to
17 the OUTDOOR SCHOOL.

18 B. SUPERINTENDENT shall hold harmless, defend, and indemnify
19 the DISTRICT, its Governing Board, officers, agents,
20 employees, and students from any and all claims for
21 damage resulting from the acts or omissions of the Orange
22 County Superintendent of Schools, the Orange County Board
23 of Education and its officers, agents, and employees with
24 respect to the OUTDOOR SCHOOL.

25 C. DISTRICT must furnish to SUPERINTENDENT a certificate of
insurance evidencing all coverages and additional insured

1 endorsements required no less than fourteen (14) business
2 days, excluding holidays, prior to DISTRICT'S first day
3 of participation. DISTRICT shall not participate in the
4 OUTDOOR SCHOOL program until SUPERINTENDENT has received
5 a valid certificate of insurance evidencing the insurance
6 coverage required.

7 D. DISTRICT'S insurance must be with an insurance company
8 admitted and licensed by the Insurance Commissioner of
9 the State of California or a program of self-insurance
10 approved by the SUPERINTENDENT.

11 E. If the DISTRICT is either partially or fully self-insured
12 for its liability exposures, DISTRICT must notify the
13 SUPERINTENDENT in writing and provide the SUPERINTENDENT
14 with a statement signed by an authorized representative
15 of DISTRICT'S governing board which states that DISTRICT
16 agrees to protect the Orange County Superintendent of
17 Schools, the Orange County Board of Education, and its
18 officers, employees, and agents as if the insurance
19 requirements in Section 8.0 were in full effect.

20 F. DISTRICT agrees to maintain Comprehensive General
21 Liability Insurance, including bodily injury, property
22 damage, premises-operations, products-completed
23 operations and personal injury in the amount of not less
24 than One million dollars (\$1,000,000) per occurrence or a
25 program of self-insurance approved by Superintendent.

1 G. The following two (2) policy endorsements must be
2 included and written as follows:

3 (a) "The Orange County Superintendent of Schools,
4 the Orange County Board of Education, and their
5 officers, agents and employees shall be added as
6 an additional insured to the policy."

7 (b) "Such insurance as is afforded by this policy
8 for the Orange County Superintendent of Schools,
9 the Orange County Board of Education, and their
10 officers, agents, and employees shall be
11 primary, and any insurance carried by the Orange
12 County Superintendent of Schools, or the Orange
13 County Board of Education, and its officers,
14 agents, and employees shall be excess and
15 non-contributory."

16 H. DISTRICT shall, at DISTRICT'S sole cost and expense, take
17 out prior to participation in the OUTDOOR SCHOOL, and
18 maintain in full force and effect, from the first day of
19 participation through the last day of participation, a
20 policy or policies of insurance covering DISTRICT'S
21 participation in the OUTDOOR SCHOOL program.

22 I. Insurance certificate description should read as
23 "Participation in the Inside the Outdoors Programs."

24 J. It is further agreed that DISTRICT shall provide a thirty
25 (30) day cancellation or reduction of coverage clause.

1 K. Insurance certificate holder shall be named proper as
2 "Orange County Superintendent of Schools, 200 Kalmus
3 Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050, Attn:
4 Contracts Department."

5 6.0 The authorized DISTRICT representative for each class at the
6 OUTDOOR SCHOOL shall be a certificated employee.

7 6.1 DISTRICT shall provide a certificated employee to
8 participate in the OUTDOOR SCHOOL program for every 25-
9 35 students. This provision may require adjustment for
10 special education students at the discretion of the
11 OUTDOOR SCHOOL Principal or his/her designee.

12 6.2 DISTRICT shall inform SUPERINTENDENT in writing at least
13 thirty (30) days prior to the attendance of DISTRICT'S
14 first school, current DISTRICT certificated staff
15 contract provisions related to participation in the
16 OUTDOOR SCHOOL program.

17 6.3 A DISTRICT certificated employee shall ride with and
18 supervise students on the bus to and from the OUTDOOR
19 SCHOOL.

20 6.4 All DISTRICT certificated employees are expected to
21 remain at the OUTDOOR SCHOOL site throughout the entire
22 period of the program, unless other arrangements have
23 been made with the OUTDOOR SCHOOL Principal or his/her
24 designee.

25 6.5 All participating DISTRICT certificated employees, in
cooperation with the OUTDOOR SCHOOL staff, shall be

1 expected to take an active role in teaching and
2 supervising students.

3 6.6 Due to unpredictable weather conditions, high
4 elevations, strenuous activity, slippery and/or steep
5 trails, and limited first aid services, a DISTRICT
6 certificated employee with a special medical need or
7 condition, including but not limited to pregnancy, may
8 be physically at risk at the OUTDOOR SCHOOL. To insure
9 the health and safety of such participating certificated
10 employees and their students, the following procedures
11 shall be followed by the DISTRICT:

12 6.6.1 A participating certificated employee with
13 a special need or condition must sign the
14 required "Release For A Teacher With A
15 Special Need/Condition" incorporated by
16 reference herein, and must discuss the
17 OUTDOOR SCHOOL site conditions with
18 his/her physician who must also consent by
19 signature on the form to said employee's
20 participation in the program. DISTRICT'S
21 Risk Manager must also approve the
22 participation of such employee by
23 signature on form.

24 6.6.2 The "Release For A Teacher with A Special
25 Need/Condition" must be submitted to the
OUTDOOR SCHOOL Principal or his/her

1 designee at SUPERINTENDENT'S program
2 office six (6) weeks before DISTRICT
3 school's participation.

4 6.6.3 SUPERINTENDENT hereby reserves the right
5 to deny the participation of a DISTRICT'S
6 certificated employee with a special need
7 or condition if the OUTDOOR SCHOOL
8 principal deems the conditions at the
9 outdoor school site unsafe for said
10 employee. SUPERINTENDENT hereby reserves
11 the right to request the DISTRICT provide
12 an alternate certificated employee if the
13 conditions are deemed unsafe for an
14 employee with a special need or condition
15 to participate in the OUTDOOR SCHOOL
16 program.

17 6.7 Certificated employees may be required to provide
18 their own bedroll or sleeping bag and towels and to
19 provide all clothing and personal needs required by
20 the employees.

21 6.8 At least six (6) weeks prior to each date of
22 attendance, DISTRICT'S school(s) shall complete and
23 fax/email the "Six Week Checklist" incorporated by
24 reference herein, which shall state the number of
25 students and how many certificated employees will be
 participating in the program, as well as a list of

1 students and/or certificated employees who have
2 special needs or conditions.

3 7.0 DISTRICT shall require the following for each student
4 participating in the OUTDOOR SCHOOL:

5 7.1 The parent(s) of each student participating in the
6 OUTDOOR SCHOOL program shall be required to complete
7 a "Student Registration", incorporated by reference
8 herein, which is to be submitted by DISTRICT staff
9 upon arrival at the OUTDOOR SCHOOL site.

10 7.2 Parent(s) of a student requiring prescribed and/or
11 non-prescribed medication(s) shall be required by
12 DISTRICT to complete a "Medication Authorization
13 (Prescription and Non-Prescription)", incorporated by
14 reference herein, and return it to the student's
15 school. This form shall be submitted to the OUTDOOR
16 SCHOOL health services technician upon the student's
17 arrival at the OUTDOOR SCHOOL site. If a signature
18 from a legal guardian cannot be obtained within
19 twenty-four (24) hours, DISTRICT may be required to
20 transport student home.

21 7.3 Each student attending the OUTDOOR SCHOOL program
22 shall be required by the DISTRICT'S schools to
23 furnish a bedroll or sleeping bag, and all clothing
24 and personal needs for student as per clothing list
25 provided by SUPERINTENDENT in the brochure for
parents.

1 8.0 SUPERINTENDENT shall be responsible for:

2 8.1 Arranging for the facilities, food services, and
3 maintenance of the OUTDOOR SCHOOL site for students,
4 certificated employees, and staff.

5 8.2 Providing a Camper's Sickness and Accident Insurance
6 Program. SUPERINTENDENT shall carry a Camper's
7 Sickness and Accident Insurance Policy covering
8 SUPERINTENDENT'S employees and DISTRICT students
9 while they are participating in the OUTDOOR SCHOOL
10 program. The Camper's Sickness and Accident Insurance
11 Program shall also cover DISTRICT students while
12 being transported from the home school to the OUTDOOR
13 SCHOOL site and while returning to home school.

14 8.3 Providing for the participation of students with
15 special needs. A student with special needs is
16 defined as one who may, due to emotional or physical
17 condition, require individualized care or medical
18 attention. Examples include, but are not limited to:
19 diabetics, mobility challenged students, students in
20 casts, students who regularly use a nebulizer,
21 emotionally challenged students, and students with
22 sever food allergies.

23 8.3.1 A "Release For A Student With A Special
24 Need/Condition" incorporated by reference
25 herein, shall be completed for each
student with special needs and submitted

1 to the OUTDOOR SCHOOL health services
2 technician upon arrival at the OUTDOOR
3 SCHOOL site.

4 8.3.2 Due to unique environmental conditions,
5 active learning, and social programs,
6 students with special needs may be
7 required by SUPERINTENDENT to be
8 accompanied by an aide provided by
9 DISTRICT. SUPERINTENDENT hereby reserves
10 the right to deny participation of a
11 student with a special need or condition
12 if the OUTDOOR SCHOOL Principal or his/her
13 designee deems the conditions at the
14 OUTDOOR SCHOOL site to be unsafe for said
15 student or if DISTRICT fails to provide an
16 aide required by the SUPERINTENDENT for
17 such a student.

18 8.4 Furnishing suitable staff to conduct the OUTDOOR
19 SCHOOL instructional program.

20 8.5 Furnishing limited first aid services to care for
21 minor injuries or illnesses.

22 8.6 Furnishing a "Teacher's Guide", incorporated by
23 reference herein, covering the curriculum, policies
24 and procedures for the OUTDOOR SCHOOL program and a
25 "Coordinator's Guide", incorporated by reference
herein.

1 9.0 DISTRICT understands and agrees that SUPERINTENDENT is not
2 responsible for the loss, damage, or theft of personal possessions
3 of DISTRICT employees or students, or DISTRICT'S equipment,
4 materials, or supplies.

5 10.0 DISTRICT agrees to send to OUTDOOR SCHOOL each week the number
6 of students indicated in Exhibit "A." DISTRICT agrees to pay a fee
7 to SUPERINTENDENT pursuant to Section 10.4, for each student of
8 DISTRICT participating in the OUTDOOR SCHOOL program, unless a
9 school is designated in Exhibit "A" as fully or partially funded by
10 the sponsor, in which case the details of sponsorship shall be noted
11 on Exhibit "A", up to the number of students listed in Exhibit "A."
12 Students in excess of that number will be added if space and funding
13 are available. The sponsor will pay SUPERINTENDENT directly for the
14 fees of designated school(s) as detailed in Exhibit "A". All
15 student fees, whether paid by DISTRICT or by the sponsor, shall
16 cover: Room, facilities and maintenance services, food and related
17 services, sickness and accident insurance, instructional services
18 and materials.

19 10.1 Each DISTRICT shall be billed and agrees to pay on
20 the basis of the number of students that actually
21 participate, but no less than eighty percent (80%)
22 of the number of students indicated in Exhibit "A".

23 10.2 A DISTRICT school may withdraw from the OUTDOOR
24 SCHOOL program provided that a replacement school can
25 be located with an enrollment equal to or better than
ninety percent (90%) of the enrollment of the school

1 requesting to withdraw. Should the provisions of
 2 this section not be adhered to, SUPERINTENDENT shall
 3 bill and DISTRICT agrees to pay SUPERINTENDENT the
 4 full per student fees on the basis of the number of
 5 students indicated on Exhibit "A".

6 10.3 Should DISTRICT'S schools' enrollment in the OUTDOOR
 7 SCHOOL change from the number of students indicated
 8 on Exhibit "A", after this AGREEMENT has been fully
 9 executed, DISTRICT shall inform SUPERINTENDENT in
 10 writing, as soon as possible. A significant increase
 11 or decrease in a school's enrollment may result in
 12 the SUPERINTENDENT'S inability to adjust the schedule
 13 to accommodate DISTRICT school's students at a
 14 particular site, on particular dates, or at all.

15 10.4 Fee Schedule:

16 FEE SCHEDULE

17	DAYS	DAYS OF WEEK	DATES	COST PER STUDENT
18	5	M-F	09/22/08 - 09/26/08	\$305
	5	M-F	09/28/08 - 10/03/08	\$305
	5	M-F	10/06/08 - 10/10/08	\$305
19	5	M-F	10/13/08 - 10/17/08	\$305
	4	T-F	10/21/08 - 10/24/08	\$270
20	5	M-F	10/27/08 - 10/31/08	\$305
	5	M-F	11/03/08 - 11/07/08	\$305
21	3	W-F	11/12/08 - 11/14/08	\$190
	5	M-F	11/17/08 - 11/21/08	\$305
22	4	T-F	12/02/08 - 12/05/08	\$270
	5	M-F	12/08/08 - 12/12/08	\$305
23	4	M-Th	12/15/08 - 12/18/08	\$270
	4	T-F	01/06/09 - 01/09/09	\$285
24	5	M-F	01/12/09 - 01/16/09	\$325
	4	T-F	01/20/09 - 01/23/09	\$285
25	5	M-F	01/26/09 - 01/30/09	\$325
	5	M-F	02/02/09 - 02/06/09	\$325
	4	T-F	02/10/09 - 02/13/09	\$285

1	4	T-F	02/17/09 - 02/20/09	\$285
	5	M-F	02/23/09 - 02/27/09	\$325
2	5	M-F	03/02/09 - 03/06/09	\$325
	5	M-F	03/09/09 - 03/13/09	\$325
3	5	M-F	03/16/09 - 03/20/09	\$325
	5	M-F	03/23/09 - 03/27/09	\$345
4	5	M-F	03/30/09 - 04/03/09	\$345
	4	T-F	04/14/09 - 04/17/09	\$310
5	4	T-F	04/21/09 - 04/24/09	\$310
	5	M-F	04/27/09 - 05/01/09	\$345
6	5	M-F	05/04/09 - 05/08/09	\$345
	5	M-F	05/11/09 - 05/15/09	\$345
7	4	T-F	05/19/09 - 05/22/09	\$310
	4	T-F	05/26/09 - 05/29/09	\$310

10.4.1 The above fee schedule represents the maximum per student charge per week. Depending on circumstances during a particular week, the per student fee may be reduced. All student fee reductions will be factored into the final billing. In no instance shall the student fee exceed the fee schedule referenced above.

10.5 A week of OUTDOOR SCHOOL is defined as a period beginning with lunch following the student's arrival on the first (1st) day of the OUTDOOR SCHOOL week and extending through the last day of the same OUTDOOR SCHOOL week, with departure from OUTDOOR SCHOOL on or before 11:00 a.m.

10.6 A day of attendance is defined as a student being present during any portion of the day, 12:01 a.m. through 12:00 midnight.

1 10.7 Cost of room (on a shared occupancy basis) and food
2 for each certificated employee is included in student
3 fees.

4 10.8 If, in addition to the certificated employee required
5 for every 25-35 students, the DISTRICT sends
6 additional certificated or non-certificated staff or
7 student teachers, the prevailing per person site
8 rates for room and food shall apply for each
9 additional staff member. Visiting school personnel,
10 parents, and friends will be charged the prevailing
11 rates for all meals and snacks eaten and for
12 overnight accommodations, if available.

13 10.9 Pro-rated fees shall be charged for students arriving
14 late and/or departing early due to illness, or other
15 reasons deemed necessary or appropriate by the
16 OUTDOOR SCHOOL Administrator or his/her designee. The
17 following fee schedule will apply under such
18 circumstances:

19 10.9.1 5 days/4 nights/12 meals weeks

20 If student arrives late any time on the:

21 1st day-DISTRICT pays full fee

22 2nd day-DISTRICT pays 80% of normal fee

23 3rd day-DISTRICT pays 60% of normal fee

24 4th day-DISTRICT pays 40% of normal fee

25 If student departs early at any time on:

1 1st day-DISTRICT pays 20% of normal fee
2 2nd day-DISTRICT pays 40% of normal fee
3 3rd day-DISTRICT pays 60% of normal fee
4 4th day-DISTRICT pays 80% of normal fee
5 5th day-DISTRICT pays full fee

6 10.9.2 4 days/3 nights/9 meals weeks

7 If student arrives late any time on the:

8 1st day-DISTRICT pays full fee

9 2nd day-DISTRICT pays 75% of normal fee

10 3rd day-DISTRICT pays 50% of normal fee

11 If student departs early at any time on:

12 1st day-DISTRICT pays 25% of normal fee

13 2nd day-DISTRICT pays 50% of normal fee

14 3rd day-DISTRICT pays 75% of normal fee

15 4th day-DISTRICT pays full fee

16 10.10 DISTRICT'S students departing from and returning to
17 the OUTDOOR SCHOOL for any reason during a week will
18 be charged the full student fee for that week.

19 10.11 In the event of any condition, including emergencies
20 and late arrival of school buses, which would
21 prohibit the safe departure of DISTRICT students and
22 DISTRICT staff after 12:00 p.m. on the last day of
23 the week, SUPERINTENDENT shall charge DISTRICT for
24 additional costs related to feeding students and
25 staff, and the supervision of students until such
time of departure.

1 10.12 DISTRICT shall pay SUPERINTENDENT the actual cost of
2 any miscellaneous items, including but not limited to
3 first-aid supplies, photocopy or duplicating service,
4 phone services, miscellaneous food items, bedding, or
5 any breakage or damage.

6 10.13 DISTRICT'S payment of all fees, according to the
7 provisions of this AGREEMENT shall be made to
8 SUPERINTENDENT within thirty (30) days of postmark on
9 invoice from SUPERINTENDENT.

10 11.0 In compliance with Education Code Section 35330, DISTRICT
11 hereby declares that no student has been denied the opportunity to
12 participate in the OUTDOOR SCHOOL because of the inability to pay
13 the required fee. DISTRICT shall make every effort to obtain the
14 financial support from fund-raising activities and voluntary
15 contributions made by parents and the community, to assist those
16 students who are unable to pay the required fee.

17 12.0 Responsibility for transportation to and from the OUTDOOR
18 SCHOOL shall be as follows:

19 12.1 Transportation of DISTRICT students, certificated
20 employees, other DISTRICT staff members, and luggage
21 to and from the OUTDOOR SCHOOL is the responsibility
22 of DISTRICT, and is not included in the OUTDOOR
23 SCHOOL fee pursuant to Section 10.4.

24 12.2 It is the DISTRICT'S responsibility to arrange for
25 transportation of a student in a timely manner if the
 student needs to be picked up due to behavior

1 problems or illness, as deemed necessary by OUTDOOR
2 SCHOOL Principal or his/her designee. DISTRICT shall
3 retain responsibility for its students from time of
4 departure from home school to time of return to home
5 school.

6 12.3 It is the DISTRICT'S responsibility for providing and
7 arranging buses equipped with snow chains in the
8 event that the Highway Patrol has posted snow chain
9 requirements on mountain highways. Information
10 regarding snow chain requirements is available on the
11 Caltrans website at [http://www.dot.ca.gov/cgi-
bin/roads.cgi](http://www.dot.ca.gov/cgi-
12 bin/roads.cgi).

13 13.0 DISTRICT hereby delegates, by approval of this AGREEMENT, to
14 the DISTRICT Superintendent or his/her designee, pursuant to
15 Education Code Section 39656, the authority to allow additional
16 schools or students to participate in the OUTDOOR SCHOOL during the
17 term of this AGREEMENT on a space available basis. If DISTRICT
18 wishes to add (a) school(s) to this AGREEMENT, SUPERINTENDENT shall
19 generate an addendum to this AGREEMENT indicating the name(s) of the
20 school(s), the number of students for each school, and the date(s)
21 of participation. The addendum shall be signed by DISTRICT'S
22 Superintendent or his/her designee and returned to SUPERINTENDENT.

23 14.0 SUPERINTENDENT reserves the right to change or cancel
24 DISTRICT'S location and/or date of participation in the OUTDOOR
25 SCHOOL program under the following conditions: repair of grounds or
facilities; threat of fire, flood, storm or other natural or

1 man-made disturbance; lack of sufficient SUPERINTENDENT staff; or
2 other condition(s) which would make the operation of the OUTDOOR
3 SCHOOL imprudent, unsafe or unhealthy. SUPERINTENDENT will make
4 every effort to provide reasonable advance written notice to
5 DISTRICT, when possible, of such changes or cancellations in the
6 OUTDOOR SCHOOL schedule, attached hereto and incorporated by
7 reference herein as Exhibit "A".

8 15.0 If DISTRICT wishes to cancel all or a portion of a DISTRICT
9 school's week of participation due to a real or perceived emergency
10 condition such as fire, flood, earthquake, or severe weather
11 conditions, SUPERINTENDENT shall follow the procedures outlined
12 below:

13 15.1 SUPERINTENDENT shall communicate with the appropriate
14 governmental agency(ies) having jurisdiction over the
15 particular site (U.S. Forest Service, California
16 Highway Patrol, San Bernardino County Sheriff, and
17 the San Bernardino County Health and Safety
18 Department) to ascertain the accessibility and safe
19 operation of the OUTDOOR SCHOOL site in question.

20 15.2 Based on the recommendations made by the agency(ies)
21 referenced in Section 15.1, SUPERINTENDENT and
22 DISTRICT'S Principal, or his/her designee, or Outdoor
23 Science School Principal, or his/her designee, shall
24 mutually agree on a course of action regarding the
25 health and safety of students and staff at the site
in question.

1 15.2.1 If the site in question is deemed
2 inaccessible and/or considered to be
3 unsafe for student use and instruction by
4 both SUPERINTENDENT and DISTRICT, students
5 and staff will be evacuated or
6 participation will be postponed or
7 cancelled. SUPERINTENDENT will pro-rate
8 the DISTRICT'S fees and will attempt to
9 reschedule DISTRICT school(s) at another
10 date and/or location. If the inaccessible
11 and/or unsafe condition prohibits
12 participation on the first (1st) day of
13 the week, no fees shall be charged to
14 DISTRICT by SUPERINTENDENT until the site
15 is safe, accessible and open.

16 15.2.2 In the event of severe weather such as
17 rain, snow, flood or other acts of nature,
18 SUPERINTENDENT, in cooperation with the
19 agency(ies) referenced in Section 15.1,
20 shall make a good faith effort to
21 determine the safe condition of roads and
22 sites on the first (1st) day and
23 throughout the week of participation.
24 Final determination as to safe use of
25 roads and site by students and staff will
 be made by the SUPERINTENDENT as soon as

1 possible on the first (1st) day of
2 participation, and at any time throughout
3 the week of participation. If the roads
4 and site are determined by SUPERINTENDENT
5 to be safe and accessible, but DISTRICT
6 for whatever reason disagrees and DISTRICT
7 does not participate as scheduled, all
8 provisions of this AGREEMENT including the
9 full payment of applicable fees shall
10 apply.

11 15.2.3 It shall be the responsibility of DISTRICT
12 to update parents and DISTRICT personnel
13 of such decisions and procedures.

14 16.0 In the event SUPERINTENDENT, for any reason, fails to maintain
15 a master lease for an OUTDOOR SCHOOL site during the period
16 September 1, 2008 through June 30, 2009 this AGREEMENT shall become
17 of no force or effect.

18 17.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
19 unlawful discrimination of persons because of race, color, religious
20 creed, national origin, ancestry, physical handicap, medical
21 condition, marital status, age, or sex of such persons.

22 18.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
23 construed and entered into in accordance with the laws of the State
24 of California, through California state courts with venue in Orange
25 County, California.

1 19.0 NOTICE. All notices or demands to be given under this AGREEMENT
2 by either party to the other, shall be in writing and given either by:
3 (a) personal service or (b) by U.S. Mail, mailed either by
4 registered or certified mail, return receipt requested, with postage
5 prepaid. Service shall be considered given when received if
6 personally served or if mailed on the third day after deposit in any
7 U.S. Post Office. The address to which notices or demands may be
8 given by either party may be changed by written notice given in
9 accordance with the notice provisions of this section. As of the
10 date of this AGREEMENT, the addresses of the parties are as follows:

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

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

20 20.0 In the interest of public health, SUPERINTENDENT provides a
21 tobacco-free environment. Smoking or the use of any tobacco
22 products are prohibited in buildings and vehicles, and on any
23 property owned, leased or contracted for by the SUPERINTENDENT
24 pursuant to Policy 400.15. Failure to comply with conditions of
25 this policy may result in the termination of this AGREEMENT.

26 21.0 If any term, covenant, condition or provision of this AGREEMENT
27 is held by a court of competent jurisdiction to be invalid, void or
28 unenforceable, the remainder of the provisions shall remain in full
29 force and effect and shall in no way be affected, impaired or
30 invalidated thereby.

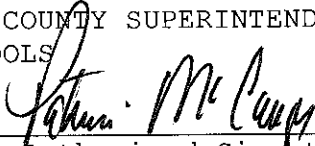
1 22.0 This AGREEMENT contains the entire agreement between
2 SUPERINTENDENT and DISTRICT regarding the services and any agreement
3 hereafter made shall be ineffective to modify this AGREEMENT in
4 whole or in part unless such agreement is embodied in an amendment
5 to this AGREEMENT which has been signed by both SUPERINTENDENT and
6 DISTRICT. This AGREEMENT supersedes all prior negotiations,
7 understandings, representations and agreements.

8 IN WITNESS WHEREOF, the Parties hereto have caused this
9 AGREEMENT to be executed.

10 DISTRICT: FULLERTON SCHOOL
11 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

11 BY: _____
12 Authorized Signature

BY: 
12 Authorized Signature

13 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

14 TITLE: _____

TITLE: Coordinator

15 DATE: _____

TITLE: July 21, 2008

Exhibit A

Fullerton School District										
School	Tracks	Gr	Students	Change *	Initial	Start Date	Days	OSS Site	Student Fee	Comments
Fisler		6	96	*		2/17/2009	4	Creekside	\$285	
Maple		6	55			2/23/2009	5	Arbolado	\$325	Fees paid by Sponsor
Beechwood		6	90			3/30/2009	5	Calvary	\$345	
Sunset Lane		6	120			3/30/2009	5	Creekside	\$345	
Fern Drive		6	84			4/14/2009	4	Cedar Crest	\$310	
Golden Hill		6	115			4/14/2009	4	Cedar Crest	\$310	
Richman		6	70			4/21/2009	4	Arbolado	\$310	Fees paid by Sponsor
Acacia		6	85			5/11/2009	5	Creekside	\$345	
Laguna Road		6	100			5/19/2009	4	Creekside	\$310	
District Total			815							
<p>* Sponsorship is detailed above (full or partial) according to established criteria, and is available up to the number of students noted on this exhibit. Additional students, if they can be accommodated at Outdoor Science School site(s), may be charged the fees described in Section 10.4 if funding for the increase is not available.</p> <p>Note:</p> <ol style="list-style-type: none"> 1) The Orange County Superintendent of Schools shall have final approval on all revisions/modifications made to Exhibit A. 2) Cancellations and/or modifications to the number of students indicated in Exhibit A are subject to the terms and conditions of Section 10.1 and Section 10.2 of the Agreement. <p>Revision/Modification Approval:</p> <p style="margin-left: 40px;">_____</p> <p style="margin-left: 40px;">Date</p>										
Inside the Outdoors/Outdoor Science School						Date				

CONSENT ITEM

DATE: October 14, 2008

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Jennifer Shepard, Director, Educational Services

SUBJECT: **APPROVE/RATIFY CONSULTANT AGREEMENT FOR THE 2008/2009 SCHOOL YEAR BETWEEN FULLERTON SCHOOL DISTRICT AND JUDY SMITH TO PROVIDE PROFESSIONAL DEVELOPMENT TRAINING IN PROFESSIONAL LEARNING COMMUNITIES (PLC) AT PACIFIC DRIVE SCHOOL**

Background: In support of the Pacific Drive School Single School Plan for Student Achievement, it is requested that Ms. Judy Smith provide professional development to assist staff in establishing procedures to effectively use student data to improve student learning through grade level PLC meetings. Professional development activities will be provided to staff at all grade levels in support of moving all students to proficiency.

Ms. Judy Smith is an educational consultant with Advanced Educational Services.

Rationale: Pacific Drive School staff are committed to continuing their professional development focus on PLCs to strengthen instructional practices and to support student learning.

Funding: Cost not to exceed \$2,000.00 paid from site PAR Staff Development fund (306). Cost includes daily rate of \$1,000.00 to provide one full day of staff training and two half-day follow-up coaching sessions for PLC teams.

Recommendation: Approve/Ratify Consultant Agreement for the 2008/09 school year between Fullerton School District and Judy Smith to provide professional development training in Professional Learning Communities (PLC) at Pacific Drive School.

JM:JS:nm
Attachment

CONSULTANT AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Judy Smith, P. O. Box 3887, Seal Beach, California, 90740** hereinafter referred to as "CONSULTANT."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONSULTANT:

Data Driven PLC Meetings: One full day interactive staff inservice on how to establish procedures to effectively use student data to improve student learning during PLC meetings, and two half-day follow ups for a total of two full days.

Services shall be provided by **Judy Smith**

2. Term. CONSULTANT shall provide services under this AGREEMENT on **Friday, September 19, 2008, Monday, October 27, 2008, and Tuesday, October 28, 2008.**

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **two-thousand dollars (\$2,000.00)**. CONSULTANT shall submit a detailed invoice to the DISTRICT. DISTRICT shall pay CONSULTANT within thirty (30) days of DISTRICT's approval of the invoice.

4. Expenses. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except as follows: **CONSULTANT shall not exceed one thousand dollars (\$1,000.00) per day and shall include only expenses incurred for reproducing workshop materials. Any travel expenses shall be pre-approved in writing by the DISTRICT.**

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

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

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

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

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

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

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

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

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

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

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

16. **Nondiscrimination.** CONSULTANT agrees that he/she will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or age of such persons.

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

condition.

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

DISTRICT:

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

CONTRACTOR:

Name: Judy Smith
Address: P. O. Box 3887
City, State, Zip: Seal Beach, CA 90740
Phone: (562) 338-3935

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

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

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

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

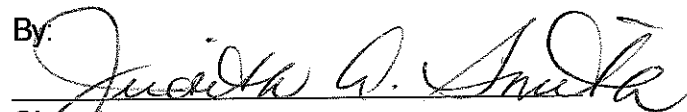
THIS AGREEMENT IS ENTERED INTO THIS 14th DAY of October, 2008.

Fullerton School District
(Name of District)

Judy Smith
(Consultant Name)

By:

Signature

By: 

Signature

Mitch Hovey, Ed.D.
Typed Name

Judy Smith
Typed Name

Superintendent
Title

Educational Consultant
Title

On File
Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: October 14, 2008

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Jennifer Shepard, Director, Educational Services

SUBJECT: APPROVE 2008/09 STIPENDS FOR PEER ASSISTANCE AND REVIEW (PAR) JOINT PANEL TEACHER MEMBERS

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

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

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

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

Funding: The PAR program is funded through the California Department of Education (CDE) and the State law, which regulates the use of these funds. Funds will be applied to the General Fund (01) income. The stipend for 2008/09 is to be paid in two installments to Karen Bell, Jeff Dotson, Janet Langford, and Darlene Naslund as follows: \$500.00 on January 2, 2009 and \$500.00 on June 30, 2009 for a total of \$1,000.00 from budget 306.

Recommendation: Approve 2008/09 Stipends for Peer Assistance and Review (PAR) Joint Panel teacher members.

JM:JS

CONSENT ITEM

DATE: October 14, 2008

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 2008/09

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 2008/09 TOC Agreement is \$13,486.00 and will be funded from program 400, the Educational Technology and Media Services Budget.

Recommendation: Approve Telecommunications of Orange County Agreement for 2008/09.

JM:TL:bw
Attachment



Formally 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

2008-2009

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 three hours per day, Monday through Friday, for 30 weeks during the school year, September 1 through June 5. Participating teachers of Client shall indicate series they are interested in using, and this choice shall be confirmed at the discretion of the KOCE Classroom Advisory Board.

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, 2009. The period in which KOCE Classroom shall provide television-consulting services here under is September 1st, 2008 to June 5, 2009. The period in which KOCE Classroom shall provide online video streaming will be Sept. 1, 2008 to August 31, 2009.
16. Fees: In consideration of the obligations performed here under by KOCE Classroom, client shall pay KOCE Classroom a fee of \$1.00 per student with a \$375 minimum per school and a maximum of \$1975 per school. The total dollar amount of this Agreement is \$13,486.00. The total number of students is 13,486.
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: \$13,486.00, due by **December 31st, 2008**.

CLIENT

Signature _____

Name _____

Title _____

District _____

Date _____

KOCE-TV Foundation

Signature Susan Truesdale

Name Susan Truesdale

Title Chief Financial Officer

Date 9/26/08

***PLEASE NOTE:**

Send back Agreement with original signatures to:

Janet English
Director of Educational Services
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.



Formally 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

ADDENDUM TO

**2008-2009
AGREEMENT
FOR
TELEVISION BROADCASTING AND CONSULTING SERVICES**

Below are the names of member schools within the Fullerton School District covered by the attached Agreement.

School	Enrollment
Acacia	514
Beechwood	807
Commonwealth	419
Fern Drive	536
Robert C. Fisler School	869
Golden Hill	701
Hermosa Drive	433
Ladera Vista Junior High	975
Laguna Road	595
Maple Elementary	433
Nicolas Jr. High	944
Orangethorpe	805
Pacific Drive	677
D. Russell Parks Jr. High	1018
Raymond	464
Richman	824
Rolling Hills	579
Sunset Lane	740
Valencia Park	669
Woodcrest	484
Total Enrollment	13486

CONSENT ITEM

DATE: October 14, 2008

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

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

SUBJECT: APPROVE TED LAI TO ATTEND THE INTERNATIONAL STUDENT MEDIA FESTIVAL IN ORLANDO, FLORIDA FROM NOVEMBER 5-8, 2008 AT NO COST TO THE DISTRICT

Background: The International Student Media Festival (ISMF) is an annual event celebrating outstanding classroom media projects. Students and teachers, from grade levels kindergarten through college, are honored in a three-day event that includes workshops, screenings of winning entries, and an awards ceremony. The Association for Educational Communications & Technology (AECT) sponsors this festival. This conference is the oldest and largest event of its kind.

Rationale: Ted Lai has been invited to represent Fullerton School District as the keynote speaker at this year's conference. In addition to speaking at the conference, his invitation includes a NASA Tour and Workshop.

Funding: The Association for Educational Communications & Technology will cover all costs associated with travel and lodging for Ted Lai.

Recommendation: Approve Ted Lai to attend the International Student Media Festival in Orlando, Florida from November 5-8, 2008 at no cost to the District.

JM:TL:bw

CONSENT ITEM

DATE: October 14, 2008
TO: Mitch Hovey, Ed.D., Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Jennifer Shepard, Director, Educational Services
SUBJECT: APPROVE THE 2008/2009 AGREEMENT WITH CAMP HIGH TRAILS FOR OUTDOOR SCIENCE SCHOOL

Background: Camp High Trails conducts overnight Outdoor Science and Environmental Education Programs at various locations in the San Bernardino National Forest. It is requested that the Board approve the Outdoor Science School Agreement for the 2008/2009 school year. Camp High Trails has been approved by Risk Management for the 2008/2009 school year.

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

Raymond and Rolling Hills schools have submitted Request for Overnight Field Trip forms to participate in activities at Camp High Trails. All requests and related documents are on file in the Educational Services office.

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

Funding: There is no cost to the District. Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve the 2008/2009 Agreement with Camp High Trails for Outdoor Science School.

JM:JS
Attachment

AGREEMENT FOR OUTDOOR SCIENCE SCHOOL

This AGREEMENT is entered into this **14th** day of **October**, 2008, by and between the Fullerton School District, 1401 West Valencia Drive, Fullerton, California, 92833, hereinafter referred to as "FSD", and **Camp High Trails Outdoor Science School**, hereinafter referred to as "OUTDOOR SCIENCE SCHOOL".

1.0 Program. OUTDOOR SCIENCE SCHOOL shall provide a program in Outdoor Science and Environmental Education which includes but is not limited to instructional services and activities, hereinafter referred to as "PROGRAM", for students of FSD. OUTDOOR SCIENCE SCHOOL shall make available to FSD a site, hereinafter referred to as "SITE", to be determined based upon the number of FSD students participating in the PROGRAM. The description of the PROGRAM and the SITE is attached hereto as Exhibit A and incorporated herein by reference.

2.0 Term. This AGREEMENT shall be in full force and effect for the period commencing **October 15, 2008 and ending June 30, 2009**.

3.0 OUTDOOR SCIENCE SCHOOL Responsibilities.

3.1 The authority and responsibility with respect to the PROGRAM shall rest with OUTDOOR SCIENCE SCHOOL, acting through its authorized representative, the Outdoor Science School Administrator or his/her designee.

3.2 OUTDOOR SCIENCE SCHOOL shall provide the PROGRAM, the SITE, all related facilities, lodging, food services, and maintenance services for FSD students and employees.

- 3.3 OUTDOOR SCIENCE SCHOOL shall furnish to FSD all OUTDOOR SCIENCE SCHOOL written policies, procedures, rules, regulations and forms required for participation in the PROGRAM, which are attached hereto as Exhibit C and incorporated herein by reference.
- 3.4 OUTDOOR SCIENCE SCHOOL shall furnish sufficient number of qualified staff to conduct the PROGRAM and maintain the SITE and all related facilities.
- 3.5 OUTDOOR SCIENCE SCHOOL shall furnish first aid services to care for minor injuries or illnesses.
- 3.6 OUTDOOR SCIENCE SCHOOL shall provide a Camper's Sickness and Accident Insurance Program covering FSD's students and employees while they are participating in the PROGRAM.
- 4.0 FSD Responsibilities.
- 4.1 FSD shall abide by the OUTDOOR SCIENCE SCHOOL written policies, procedures, rules and regulations required for participation in the PROGRAM.
- 4.2 FSD shall ensure each student attending the PROGRAM furnishes his/her own bedroll or sleeping bag, towels, clothing and personal needs required by the student.
- 4.3 FSD shall provide one FSD certificated employee or chaperone to accompany every 10 students, or fewer based on mutually agreed

camp guidelines. (This provision may require adjustment for special education students at the discretion of FSD.)

- 4.4 FSD shall ensure that a FSD certificated employee rides with and supervises his/her students on the school bus to and from the SITE.
- 4.5 FSD shall ensure that the FSD certificated employee remains with his/her students at the SITE throughout the entire period of the PROGRAM, unless other arrangements have been made with the Outdoor Science School Administrator or his/her designee.
- 4.6 FSD shall require that the FSD certificated employee takes an active role in teaching and supervising his/her students.
- 4.7 FSD shall require that the FSD certificated employee provides his/her own bedroll or sleeping bag, towels, clothing and personal needs required by the employee.
- 5.0 Fees.
 - 5.1 FSD agrees to pay a fee to the OUTDOOR SCIENCE SCHOOL for each FSD student participating in the PROGRAM.
 - 5.2 Student fees shall cover all PROGRAM instructional services and materials, usage of all facilities at the SITE, maintenance services, food services, and Camper's Sickness and Accident Insurance.
 - 5.3 FSD shall be billed and agrees to pay on the basis of the number of students that actually participate in the PROGRAM. The Fee

Schedule is attached hereto as Exhibit B and incorporated herein by reference. The Fee Schedule represents the maximum per student charge per week. In no instance shall the student fee exceed the fee schedule referenced in Exhibit B. A "week" is defined as a period beginning with lunch following the student's arrival at the SITE on the first (1st) day of the PROGRAM week and extending through the last day of the same PROGRAM week, with departure from the SITE on or before 12:00 p.m. A "day of attendance" is defined as a student being present during any portion of the day, 12:01 a.m. through 12:00 midnight.

5.4 Fees shall not be charged for the FSD certificated employee accompanying his/her students. If, in addition to the FSD certificated employee, the FSD sends additional employees or staff, the OUTDOOR SCIENCE SCHOOL's prevailing per person rates shall apply for each additional individual. Visiting FSD personnel, parents, or friends will be charged the OUTDOOR SCIENCE SCHOOL's prevailing per person rates for all meals and snacks eaten and for any overnight accommodations, if available.

5.5 Pro-rated fees shall be charged for any student arriving late and/or departing early due to illness, or other reasons deemed necessary or appropriate by both FSD and the Outdoor Science School Administrator or his/her designee. The pro-rated fees charged for

such student shall be mutually agreed to by FSD Field Trip Coordinator and the OUTDOOR SCIENCE SCHOOL in advance of the trip. FSD students departing from and returning to the SITE for any other reason during a week will be charged the full student fee for that week.

5.6 In the event of any condition which would prohibit the safe departure of FSD students and employees by 12:00 p.m. on the last day of the PROGRAM week, OUTDOOR SCIENCE SCHOOL shall not charge FSD any fees or any additional costs or expenses. However, in the event FSD students and employees require food services, FSD agrees to pay the OUTDOOR SCIENCE SCHOOL all costs related to such food services requested by FSD.

5.7 FSD's payment of all fees, according to the provisions of this AGREEMENT, shall be made to OUTDOOR SCIENCE SCHOOL within thirty (30) days of postmark on invoice from OUTDOOR SCIENCE SCHOOL.

6.0 Transportation. Transportation of FSD students and employees to and from the SITE shall be the responsibility of FSD. FSD shall be responsible for transportation of a student in a timely manner if the student needs to leave the SITE.

7.0 Damage to the OUTDOOR SCIENCE SCHOOL Property. FSD shall leave the SITE in the same condition as when it arrived, reasonable wear and tear excepted. FSD agrees to bear the expense of repair or replacement of OUTDOOR

SCIENCE SCHOOL's property or equipment due to damage caused by the negligence or willful misconduct of FSD's students and/or employees.

8.0 Indemnification.

8.1 OUTDOOR SCIENCE SCHOOL shall hold harmless, defend, and indemnify the FSD, its Governing Board, officers, agents, employees, and students from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred as a result of any negligent act or omission of the OUTDOOR SCIENCE SCHOOL, its officers, employees and/or agents arising out of or in any way connected with this AGREEMENT.

8.2 FSD shall hold harmless, defend, and indemnify the OUTDOOR SCIENCE SCHOOL, its officers and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred as a result of any negligent act or omission of the FSD, its officers, employees and/or students arising out of or in any way connected with this AGREEMENT.

9.0 Insurance.

9.1 OUTDOOR SCIENCE SCHOOL agrees to maintain Comprehensive General Liability Insurance, including bodily injury, property damage, premises-operations, products-completed

operations and personal injury, in the amount of not less than One million dollars (\$1,000,000) per occurrence. The following two insurance policy endorsements must be included and written as follows:

(a) "The Fullerton School District and its Governing Board, officers, agents and employees shall be added as additional insureds to the policy."

(b) "Such insurance as is afforded by this policy for the Fullerton School District and its Governing Board, officers, agents, and employees shall be primary, and any insurance carried by the Fullerton School District shall be excess and non contributory."

9.2 OUTDOOR SCIENCE SCHOOL must furnish to FSD a certificate of insurance evidencing all coverages and additional insured endorsements required no less than thirty (30) business days, excluding holidays, prior to FSD's first day of participation in the PROGRAM. FSD shall not participate in the PROGRAM until FSD has received a valid certificate of insurance and additional insured endorsements evidencing the insurance coverage required. OUTDOOR SCIENCE SCHOOL's insurance must be with a California admitted insurance company.

9.3 OUTDOOR SCIENCE SCHOOL shall provide a thirty (30) day cancellation or reduction of coverage clause. Insurance certificate holder shall be properly named as “Fullerton School District, 1401 West Valencia Drive, Fullerton, California, 92833, Attn: Educational Services Department.”

10.0 Loss of Personal Property. FSD understands and agrees that OUTDOOR SCIENCE SCHOOL is not responsible for the loss, damage, or theft of personal possessions of FSD employees or students, or FSD’s equipment, materials, or supplies.

11.0 Changes to the PROGRAM or the SITE.

11.1 If FSD wishes to change the PROGRAM or add school(s) to this AGREEMENT, FSD and OUTDOOR SCIENCE SCHOOL shall generate an amendment to this AGREEMENT and shall revise Exhibit A.

11.2 OUTDOOR SCIENCE SCHOOL reserves the right to change or cancel the SITE and/or dates of participation in the PROGRAM due to threat of fire, flood, severe weather conditions or other natural disturbance; lack of sufficient OUTDOOR SCIENCE SCHOOL staff; or to repair grounds or facilities, or other condition(s) which would make the operation of the PROGRAM unsafe or unhealthy. OUTDOOR SCIENCE SCHOOL will make every effort to provide reasonable advance written notice to FSD, when possible, of such changes or cancellations in the PROGRAM.

11.3 If FSD must cancel all or a portion of FSD's week of participation in the PROGRAM due to a real or perceived emergency condition such as fire, flood, earthquake, or severe weather conditions, FSD and OUTDOOR SCIENCE SCHOOL shall mutually agree in writing on a course of action regarding the health and safety of FSD students and employees at the SITE in question.

12.0 Termination. FSD agrees to deposit \$500.00 with the Outdoor Science School to guarantee that the Program and Site are available as agreed to in this Agreement. This deposit is fully refundable if written notice of cancellation by FSD to the Outdoor Science School is provided ninety (90) or more days prior to the scheduled arrival date of FSD at the Site. Written notice of cancellation less than ninety (90) days prior to the scheduled arrival date will result in the forfeiture of the deposit to the Outdoor Science School. The \$500.00 deposit is due to the Outdoor Science School on the effective date of this Agreement. Upon written notice of cancellation by FSD to the Outdoor Science School, the Outdoor Science School shall have the right to offer the Program and the Site to a third party.

13.0 Independent Contractor. OUTDOOR SCIENCE SCHOOL, in the performance of this AGREEMENT, shall be and act as an independent contractor. OUTDOOR SCIENCE SCHOOL understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the FSD, and are not entitled to benefits of any kind or nature normally provided employees of the FSD and/or to which FSD's employees are normally entitled, including, but not limited to, State

Unemployment Compensation or Workers' Compensation. OUTDOOR SCIENCE SCHOOL assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this AGREEMENT. OUTDOOR SCIENCE SCHOOL 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 OUTDOOR SCIENCE SCHOOL's employees.

14.0 Notices. 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. As of 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

OUTDOOR SCIENCE SCHOOL:
Camp High Trails Outdoor Science
School
P.O. Box 2640
Big Bear City, CA 92314
800-428-1851

15.0 Non Waiver. The failure of FSD or OUTDOOR SCIENCE SCHOOL 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.

16.0 Severability. If any term, covenant, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

17.0 Assignment. The obligations of the OUTDOOR SCIENCE SCHOOL pursuant to this AGREEMENT shall not be assigned by the OUTDOOR SCIENCE SCHOOL.

18.0 Applicable Law. FSD and OUTDOOR SCIENCE SCHOOL agree that this AGREEMENT shall be construed and entered into in accordance with the laws of the State of California, through California state courts with venue in Orange County, California.

19.0 Entire Agreement/Amendment. This AGREEMENT and any Exhibits attached hereto constitute the entire agreement between FSD and the OUTDOOR SCIENCE SCHOOL and any agreement hereafter made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both FSD and the

OUTDOOR SCIENCE SCHOOL. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements between the parties.

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

Fullerton School District
(Name of District)

Camp High Trails
(Contractor Name)

By:

Signature

By:

Signature

Mitch Hovey, Ed.D.
Typed Name

Drizt Cook
Typed Name

Superintendent
Title

Director, Camp High Trails
Title

On File
Social Security or Taxpayer Identification
Number

EXHIBIT A

DESCRIPTION OF THE OUTDOOR SCIENCE AND ENVIRONMENTAL EDUCATION PROGRAM AND THE SITE, INCLUDING FEE SCHEDULES AND CAMP POLICIES

Welcome to High Trails! Started in 2000, we're a Big Bear based small business that focuses on one thing only: residential outdoor education for elementary schools. This single minded approach has let us consistently refine our program into what is now, we believe, the best thing out there for your students.

This last year we had more than 100 elementary schools and 9,000 students come join us in the mountains for 3, 4 and 5 weekday programs. Of our students, 75% of them are in the sixth grade, 20% are in the fifth grade, and 5% are from other grades.

Good hearted and hard working school teachers take on the task of organizing camp for their students; they educate parents and students, organize paperwork, collect money, and lose sleep. Once camp day comes, students head up to the mountains where High Trails takes over. Visiting teachers have a very free form role in our program; we need their help supervising during meals and in the case a student cannot participate in the program. Other than this they are encouraged to interact with the students, watch classes, catch up on school work, and, like the students themselves, just enjoy their time in the fresh air.

For the students, we look at ourselves as a wonderful combination of both a school and a camp. Our science and ecology based classes, based on California State Standards, are taught from thoughtful and detailed lesson plans in interactive and experiential ways, and offer three activities and one experiment per class. Unlike other science schools, though, we operate on the notion that this one experience may be the only outdoor "camp" experience that many of these students ever see. Because of this, we would be remiss if we did not include the "camp" side of things; classes like climbing, archery, teambuilding and orienteering, songs and skits, and lots of fun, silly games. We want students to understand that life is a proper balance of hard work and fun play.

At camp, students spend their time split between the field and the cabin. In the field, students grab a sack lunch and head off with their field instructor, out of doors the whole day while being taught classes chosen by the visiting school teachers. Dinner is back in camp at the dining hall, after which students switch to their cabin instructor, who teaches night classes, hosts evening programs like snakes and line dancing, and makes sure certain essential demands (showering, sleeping, etc.) are met. After a night's sleep in a heated cabin, students are up and ready for breakfast and the next day. Students are supervised 100% of the time, and our program is purposefully designed to keep students busy and occupied the entire time they are here with us.

EXHIBIT B

FEE SCHEDULE

<u>DATES:</u>	<u>PER STUDENT COST FOR 3/4/5 DAY CAMPS</u>
9/29/08-10/17/08	\$150/\$175/\$200
10/20/08-12/5/08	\$165/\$190/\$215
12/8/08-12/19/08	\$150//\$175/\$200
1/12/09-1/23/09	\$165/\$190/\$215
1/26/09-2/27/09	\$180/\$205/\$230
3/2/09-5/1/09	\$200/\$225/\$250
5/4/09-5/11/09	\$180/\$205/\$230
5/18/09-5/29/09	\$200/\$225/\$250

EXHIBIT C

OUTDOOR SCIENCE SCHOOL POLICIES, PROCEDURES, RULES, REGULATIONS AND FORMS

Consent/Health Form

STEP 1: STUDENT INFORMATION

Student Name: School Name:
Birthdate: Gender of Student: Male Female
Address:
Parent/Guardian Name: Primary Phone #:
Relationship: Secondary Phone #:
Emergency Contact Name: Emergency Contact Phone #:
Health Insurance Provider: Policy #:
Name of Primary Insured: Company Phone #:
Doctor's Name: Doctor's Phone #:

STEP 2: HEALTH HISTORY

Please contact us before the camp visit if your child is in need of an individualized health care plan during their stay.

Has / Does Your Child No Yes Has / Does Your Child No Yes

1. Wear contacts or glasses?
2. Been under a physician's care recently?
3. Have a chronic or reoccurring illness?
4. Have asthma?
5. Have allergies?
6. Have a history of incontinence (bed wetting)?
7. Ever been hospitalized?
8. Ever had seizures?
9. Have diagnosed migraines?
10. Have problems with diarrhea/constipation?
11. Have a history of sleepwalking?
12. Have any skin problems (rash, itching, etc.)
13. Have any eating disorders or problems?
14. Had any emotional problems for which professional help was sought?
15. **Have an up to date physical?**
16. **Have an up to date tetanus shot?**

Please explain any YES answers:

Is there anything else we should know?

STEP 3: PARENT/GUARDIAN PLEASE READ AND SIGN BELOW:

RELEASE OF LIABILITY

High Trails is an outdoor camp and operates in an outdoor setting, providing professional instruction and leadership through many activities, including, but not limited to, hiking, archery, a climbing wall, and a low ropes course. I, the undersigned parent or legal guardian of the student named above, recognize the inherent risk of injury and disability in these activities, and assume this risk for my child. I expressly release High Trails, Incorporated, its staff member and owners, and the facility site itself from all liability for any injury, sickness, pain or suffering to the above student obtained through a High Trails activity or program.

PERMISSION TO TREAT

I, the undersigned parent or legal guardian of the student named above, do hereby authorize and consent High Trails, Incorporated,

to provide to the above name student routine health care and to administer medications as detailed above. It is understood that in the case of an emergency every effort will be made to contact the undersigned prior to rendering treatment to the patient, but treatment will not be withheld if the undersigned cannot be reached. In the case of an emergency I authorize High Trails to order any x-ray examination, anesthetic, medical or surgical treatment rendered by medical or emergency room staff licensed under the provisions of the Medicine Practice Act, or dentist licensed under the provisions of the Dental Practice Act and on the staff of any general hospital in the state of California, Department of Health. It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital care deemed advisable by aforementioned physicians in the exercise of the doctor's best judgment. This authorization is given pursuant to the provisions of Section 25.8 of the Civil Code of California.

PERMISSION TO ADMINISTER OVER THE COUNTER MEDICATIONS

In the event of a minor illness at camp, High Trails *will* give your child common over the counter remedies in appropriate age/weight dosages.

(Examples: non-aspirin pain relief, pepto-bismol, etc.). ***IF YOU DO NOT GIVE PERMISSION FOR THIS, PLEASE INITIAL HERE:***

I acknowledge that I have read completely and fully understand all aspects of the Release of Liability, the Permission to Treat, and the Permission to Administer Over the Counter Medications, and I agree to the terms contained within them in their entirety.

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____

Post Office Box 2640
Big Bear City, CA 92314
Tel/Fax: 800 428-1851
hello@thehightrailsway.Com

High Trails Outdoor Science School

Understanding How We Can All Fit Together On One Healthy Planet

Running Program in the
San Bernardino National Forest

www.thehightrailsway.com

Medication Form

STEP 1: STUDENT INFORMATION

Student Name: Parent/Guardian Name:
Birthdate: Relationship:
School Name: Contact Number:
Doctor's Name: Doctor's Phone Number:

STEP 2: MEDICATION INFORMATION

Medication

All medication, including over the counter medications and vitamins, must be in the original package/bottle.

Dosage

How much do we administer? High Trails will supervise but cannot administer injections.

Schedule Reason for Medication

Possible Reactions

Notes

Please give us any needed background on the medication or potential reactions that may occur.

CHOOSE ONE FOR EACH MEDICATION:

OTC

Over the Counter

This is medication that you can buy without a prescription. It must be age appropriate and all labels must be in English.

RX

Prescription

Prescription Medication Labels Must State: Patient, Physician, Medication, Dosage, and the Frequency.

**Your Doctor must sign
on line below or we
cannot administer!**

EXAMPLE: Amoxicillin 1 pill 3 times a day **X XX** May cause sleepiness **Dr. RX Example**
EXAMPLE: Vitamin C 1 pill one time a day **X** None

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

STEP 3: PARENT/GUARDIAN PLEASE READ AND SIGN BELOW:

I, the undersigned, who is the parent/guardian of the student named above, request the administration to my child of both the over the counter medicine and the prescribed medication in accordance with the instructions as indicated above. ***I recognize that if I do not correctly follow all of the steps and fulfill all of the instructions above that I will be contacted and medication will be withheld until this form has been completed.*** If I do not correct this form expediently, I understand that I may be asked to pickup my child from camp. I understand that High Trails, Incorporated is not legally obligated to administer medication to my child, and therefore, I agree to hold High Trails, its employees, the school district, and its employees free from any and all responsibility for the results of such medication or the manner in which it is administered and to indemnify each of them against loss by reason of any civil judgment arising out of these arrangements which may be rendered against them. I will notify the school immediately if any medical or contact information changes.

Parent/Guardian Signature: _____
Date: _____

Please put Medication and Form in a Clear Ziplock Bag and give it to your Teacher.

Post Office Box 2640
Big Bear City, CA 92314
Tel/Fax: 800 428-1851
hello@thehightrailsway.Com

High Trails Outdoor Science School

Understanding How We Can All Fit Together On One Healthy Planet
Running Program in the
San Bernardino National Forest
www.thehightrailsway.com

Individualized Health Care Plan

Please fax or email this form to us at least **one week before** your camp visit.

STUDENT INFORMATION

Student Name: Parent/Guardian Name:

School Name: Contact Email/Number:

Situation Description / History Any Medication? Accommodations Needed

DIABETIC BLOOD TESTING INFORMATION

SPECIAL INSTRUCTIONS OR NOTES

COMMON SITUATIONS AT CAMP

Diabetes: Students need to be able to test blood levels, measure and administer insulin. Students also need to understand their diabetic condition, how it affects their eating and exercise actions, and be able to communicate their condition to the adults around them. High Trails will oversee and assist in all diabetic care processes, *provided that the student meets the above conditions.*

Skin Allergies: Insect bites, poison ivy, latex, and other allergens can produce a reaction such as localized redness and swelling or lead to anaphylactic shock. Should your child have a serious allergy, you must send an Epi-Pen or the appropriately prescribed medication with them to camp.

Food Allergies and Preferences: The most common food allergies are peanut, milk, egg, tree nut, seafood, shellfish, soy, and wheat. *Upon notification, High Trails provides options to support a vegetarian diet and a non-peanut environment. We do not serve seafood or shellfish, and there are simple food alternatives available that do not have milk and eggs in them. Should your child need other accommodations due to personal preferences or medical necessity, you are welcome to send up your own food. Food must be packaged in plastic containers and be clearly labeled. We are happy to microwave any prepackaged and prepared foods provided they are simple, easy to manage, and you have notified us in advance. Should your child have a serious allergy, you must send an Epi-Pen or the appropriately prescribed medication with them to camp.*

Special Needs: High Trails welcomes students with physical, mental, emotional, behavioral, or medical disabilities; however, we are not a focused care facility. Should a student need or have an aide while at school, they should have an aide while at camp. Should a child not be able to dress, feed, bathe or use the restroom by themselves, they should have an aide while at camp. Should a student have a condition, medical or otherwise, that requires consistent one on one attention, they should have an aide while at camp. Wheelchairs are possible, but in any outdoor environment they present their own inherent challenges; an aide or an understanding and flexible cabin/trail group is required. We welcome all aides endorsed by the school administration and teachers.

Test Schedule

No Yes

Low – take this action Ideal Range High – Take this action

Overnight: 2am

Early: 6am

Breakfast: 8am

Lunch: 1pm

Dinner: 6pm

Bedtime: 9pm

Other:

CONSENT ITEM

DATE: October 14, 2008

TO: Mitch Hovey, Ed.D., Superintendent

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Jennifer Shepard, Director, Educational Services

SUBJECT: APPROVE THE 2008/2009 AGREEMENT WITH THE OCEAN INSTITUTE FOR OUTDOOR SCIENCE SCHOOL

Background: The Ocean Institute conducts overnight Outdoor Science and Environmental Education Programs at sites in Orange County including the Lazy W Ranch in San Juan Capistrano, the *Pilgrim* and *Spirit of Dana Point* Tall Ships, the *Research Vessel Sea Explorer* and the Ocean Institute classroom facility in Dana Point. It is requested that the Board approve the Outdoor Science School Agreement for the 2008/2009 school year. The Ocean Institute sites have been approved by Risk Management for the 2008/2009 school year.

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

Beechwood, Commonwealth, Golden Hill, Hermosa Drive, Laguna Road and Orangethorpe schools have submitted Request for Overnight Field Trip forms to participate in activities at the Ocean Institute. All requests and related documents are on file in the Educational Services office.

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

Funding: There is no cost to the District. Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve the 2008/2009 Agreement with the Ocean Institute for Outdoor Science School.

JM:JS
Attachment

AGREEMENT FOR OUTDOOR SCIENCE SCHOOL

This AGREEMENT is entered into this 14th day of October 2008, by and between the Fullerton School District, 1401 West Valencia Drive, Fullerton, California, 92833, hereinafter referred to as "FSD", and the **Ocean Institute**, hereinafter referred to as "OUTDOOR SCIENCE SCHOOL".

1.0 Program. OUTDOOR SCIENCE SCHOOL shall provide a program in Outdoor Science and Environmental Education which includes but is not limited to instructional services and activities, hereinafter referred to as "PROGRAM", for students of FSD. OUTDOOR SCIENCE SCHOOL shall make available to FSD a site, hereinafter referred to as "SITE", to be determined based upon the number of FSD students participating in the PROGRAM. The description of the PROGRAM and the SITE is attached hereto as Exhibit A and incorporated herein by reference.

2.0 Term. This AGREEMENT shall be in full force and effect for the period commencing **October 15, 2008 and ending June 30, 2009**.

3.0 OUTDOOR SCIENCE SCHOOL Responsibilities.

3.1 The authority and responsibility with respect to the PROGRAM shall rest with OUTDOOR SCIENCE SCHOOL, acting through its authorized representative, the Outdoor Science School Administrator or his/her designee.

3.2 OUTDOOR SCIENCE SCHOOL shall provide the PROGRAM, the SITE, all related facilities, lodging, food services, and maintenance services for FSD students and employees.

- 3.3 OUTDOOR SCIENCE SCHOOL shall furnish to FSD all OUTDOOR SCIENCE SCHOOL written policies, procedures, rules, regulations and forms required for participation in the PROGRAM, which are attached hereto as Exhibit C and incorporated herein by reference.
- 3.4 OUTDOOR SCIENCE SCHOOL shall furnish sufficient number of qualified staff to conduct the PROGRAM and maintain the SITE and all related facilities.
- 3.5 OUTDOOR SCIENCE SCHOOL shall furnish first aid services to care for minor injuries or illnesses.
- 3.6 OUTDOOR SCIENCE SCHOOL shall provide a Camper's Sickness and Accident Insurance Program covering FSD's students and employees while they are participating in the PROGRAM.
- 4.0 FSD Responsibilities.
- 4.1 FSD shall abide by the OUTDOOR SCIENCE SCHOOL written policies, procedures, rules and regulations required for participation in the PROGRAM.
- 4.2 FSD shall ensure each student attending the PROGRAM furnishes his/her own bedroll or sleeping bag, towels, clothing and personal needs required by the student.
- 4.3 FSD shall provide one FSD certificated employee or chaperone to accompany every 10 students, or fewer based on mutually agreed

camp guidelines. (This provision may require adjustment for special education students at the discretion of FSD.)

4.4 FSD shall ensure that a FSD certificated employee rides with and supervises his/her students on the school bus to and from the SITE.

4.5 FSD shall ensure that the FSD certificated employee remains with his/her students at the SITE throughout the entire period of the PROGRAM, unless other arrangements have been made with the Outdoor Science School Administrator or his/her designee.

4.6 FSD shall require that the FSD certificated employee takes an active role in teaching and supervising his/her students.

4.7 FSD shall require that the FSD certificated employee provides his/her own bedroll or sleeping bag, towels, clothing and personal needs required by the employee.

5.0 Fees.

5.1 FSD agrees to pay a fee to the OUTDOOR SCIENCE SCHOOL for each FSD student participating in the PROGRAM.

5.2 Student fees shall cover all PROGRAM instructional services and materials, usage of all facilities at the SITE, maintenance services, food services, and Camper's Sickness and Accident Insurance.

5.3 FSD shall be billed and agrees to pay on the basis of the number of students that actually participate in the PROGRAM. The Fee Schedule is attached hereto as Exhibit B and incorporated herein

by reference. The Fee Schedule represents the maximum per student charge per week. In no instance shall the student fee exceed the fee schedule referenced in Exhibit B. A “week” is defined as a period beginning with lunch following the student's arrival at the SITE on the first (1st) day of the PROGRAM week and extending through the last day of the same PROGRAM week, with departure from the SITE on or before 12:00 p.m. A “day of attendance” is defined as a student being present during any portion of the day, 12:01 a.m. through 12:00 midnight.

5.4 Fees shall not be charged for the FSD certificated employee accompanying his/her students. If, in addition to the FSD certificated employee, the FSD sends additional employees or staff, the OUTDOOR SCIENCE SCHOOL's prevailing per person rates shall apply for each additional individual. Visiting FSD personnel, parents, or friends will be charged the OUTDOOR SCIENCE SCHOOL's prevailing per person rates for all meals and snacks eaten and for any overnight accommodations, if available.

5.5 Pro-rated fees shall be charged for any student arriving late and/or departing early due to illness, or other reasons deemed necessary or appropriate by both FSD and the Outdoor Science School Administrator or his/her designee. The pro-rated fees charged for such student shall be mutually agreed to by FSD Field Trip Coordinator and the OUTDOOR SCIENCE SCHOOL in advance of

the trip. FSD students departing from and returning to the SITE for any other reason during a week will be charged the full student fee for that week.

5.6 In the event of any condition which would prohibit the safe departure of FSD students and employees by 12:00 p.m. on the last day of the PROGRAM week, OUTDOOR SCIENCE SCHOOL shall not charge FSD any fees or any additional costs or expenses. However, in the event FSD students and employees require food services, FSD agrees to pay the OUTDOOR SCIENCE SCHOOL all costs related to such food services requested by FSD.

5.7 FSD's payment of all fees, according to the provisions of this AGREEMENT, shall be made to OUTDOOR SCIENCE SCHOOL within thirty (30) days of postmark on invoice from OUTDOOR SCIENCE SCHOOL.

6.0 Transportation. Transportation of FSD students and employees to and from the SITE shall be the responsibility of FSD. FSD shall be responsible for transportation of a student in a timely manner if the student needs to leave the SITE.

7.0 Damage to the OUTDOOR SCIENCE SCHOOL Property. FSD shall leave the SITE in the same condition as when it arrived, reasonable wear and tear excepted. FSD agrees to bear the expense of repair or replacement of OUTDOOR SCIENCE SCHOOL's property or equipment due to damage caused by the negligence or willful misconduct of FSD's students and/or employees.

8.0 Indemnification.

8.1 OUTDOOR SCIENCE SCHOOL shall hold harmless, defend, and indemnify the FSD, its Governing Board, officers, agents, employees, and students from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred as a result of any negligent act or omission of the OUTDOOR SCIENCE SCHOOL, its officers, employees and/or agents arising out of or in any way connected with this AGREEMENT.

8.2 FSD shall hold harmless, defend, and indemnify the OUTDOOR SCIENCE SCHOOL, its officers and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred as a result of any negligent act or omission of the FSD, its officers, employees and/or students arising out of or in any way connected with this AGREEMENT.

9.0 Insurance.

9.1 OUTDOOR SCIENCE SCHOOL agrees to maintain Comprehensive General Liability Insurance, including bodily injury, property damage, premises-operations, products-completed operations and personal injury, in the amount of not less than One million dollars (\$1,000,000) per occurrence. The following two insurance policy endorsements must be included and written as follows:

(a) "The Fullerton School District and its Governing Board, officers, agents and employees shall be added as additional insureds to the policy."

(b) "Such insurance as is afforded by this policy for the Fullerton School District and its Governing Board, officers, agents, and employees shall be primary, and any insurance carried by the Fullerton School District shall be excess and non contributory."

9.2 OUTDOOR SCIENCE SCHOOL must furnish to FSD a certificate of insurance evidencing all coverages and additional insured endorsements required no less than thirty (30) business days, excluding holidays, prior to FSD's first day of participation in the PROGRAM. FSD shall not participate in the PROGRAM until FSD has received a valid certificate of insurance and additional insured endorsements evidencing the insurance coverage required. OUTDOOR SCIENCE SCHOOL's insurance must be with a California admitted insurance company.

9.3 OUTDOOR SCIENCE SCHOOL shall provide a thirty (30) day cancellation or reduction of coverage clause. Insurance certificate holder shall be properly named as "Fullerton School District, 1401 West Valencia Drive, Fullerton, California, 92833, Attn: Educational Services Department."

10.0 Loss of Personal Property. FSD understands and agrees that OUTDOOR SCIENCE SCHOOL is not responsible for the loss, damage, or theft of personal possessions of FSD employees or students, or FSD's equipment, materials, or supplies.

11.0 Changes to the PROGRAM or the SITE.

11.1 If FSD wishes to change the PROGRAM or add school(s) to this AGREEMENT, FSD and OUTDOOR SCIENCE SCHOOL shall generate an amendment to this AGREEMENT and shall revise Exhibit A.

11.2 OUTDOOR SCIENCE SCHOOL reserves the right to change or cancel the SITE and/or dates of participation in the PROGRAM due to threat of fire, flood, severe weather conditions or other natural disturbance; lack of sufficient OUTDOOR SCIENCE SCHOOL staff; or to repair grounds or facilities, or other condition(s) which would make the operation of the PROGRAM unsafe or unhealthy. OUTDOOR SCIENCE SCHOOL will make every effort to provide reasonable advance written notice to FSD, when possible, of such changes or cancellations in the PROGRAM.

11.3 If FSD must cancel all or a portion of FSD's week of participation in the PROGRAM due to a real or perceived emergency condition such as fire, flood, earthquake, or severe weather conditions, FSD and OUTDOOR SCIENCE SCHOOL shall mutually agree in writing on a course of action regarding the health and safety of FSD students and employees at the SITE in question.

12.0 Termination. FSD agrees to deposit \$500.00 with the Outdoor Science School to guarantee that the Program and Site are available as agreed to in this Agreement. This deposit is fully refundable if written notice of cancellation by FSD to the Outdoor Science School is provided ninety (90) or more days prior to the scheduled arrival date of FSD at the Site. Written notice of cancellation less than ninety (90) days prior to the scheduled arrival date will result in the forfeiture of the deposit to the Outdoor Science School. The \$500.00 deposit is due to the Outdoor Science School on the effective date of this Agreement. Upon written notice of cancellation by FSD to the Outdoor Science School, the Outdoor Science School shall have the right to offer the Program and the Site to a third party.

13.0 Independent Contractor. OUTDOOR SCIENCE SCHOOL, in the performance of this AGREEMENT, shall be and act as an independent contractor. OUTDOOR SCIENCE SCHOOL understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the FSD, and are not entitled to benefits of any kind or nature normally provided employees of the FSD and/or to which FSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. OUTDOOR SCIENCE SCHOOL assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this AGREEMENT. OUTDOOR SCIENCE SCHOOL 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 OUTDOOR SCIENCE SCHOOL's employees.

14.0 Notices. 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. As of 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

OUTDOOR SCIENCE SCHOOL:

Ocean Institute
24200 Dana Point Harbor Drive
Dana Point, CA 92629
949-496-2274

15.0 Non Waiver. The failure of FSD or OUTDOOR SCIENCE SCHOOL 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.

16.0 Severability. If any term, covenant, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

17.0 Assignment. The obligations of the OUTDOOR SCIENCE SCHOOL pursuant to this AGREEMENT shall not be assigned by the OUTDOOR SCIENCE SCHOOL.

18.0 Applicable Law. FSD and OUTDOOR SCIENCE SCHOOL agree that this AGREEMENT shall be construed and entered into in accordance with the laws of the State of California, through California state courts with venue in Orange County, California.

19.0 Entire Agreement/Amendment. This AGREEMENT and any Exhibits attached hereto constitute the entire agreement between FSD and the OUTDOOR SCIENCE SCHOOL and any agreement hereafter made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both FSD and the OUTDOOR SCIENCE SCHOOL. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements between the parties.

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

Fullerton School District
(Name of District)

Ocean Institute
(Contractor Name)

By:

By:

Signature

Signature

Mitch Hovey, Ed.D.
Typed Name

Rachel Gomez
Typed Name

Superintendent
Title

Title

On File
Social Security or Taxpayer Identification
Number

EXHIBIT A

DESCRIPTION OF THE OUTDOOR SCIENCE AND ENVIRONMENTAL EDUCATION PROGRAM AND THE SITE

Outdoor Education

Programs utilize the Lazy W Ranch, located in the Cleveland National Forest just east of San Juan Capistrano, as an ideal setting to immerse students in the exploration of both California's history and natural environment. Students can build Native American shelters, make tortillas, and pan for gold in a mountain stream, or hike through the chaparral, perform research with scientific equipment, and observe wildlife during the day or while spending the night in one of our rustic cabins.

Maritime / History

Innovative dockside and at-sea programs aboard the *Pilgrim* and *Spirit of Dana Point*. Living history programs that allow students to become sailors in Post Revolutionary War America, hide gatherers of R.H. Dana's *Two Years Before the Mast*, and Argonauts traveling to the California Gold Rush to make their fortunes. At-sea programs include Catalina sailing adventures and hands-on day-sails aboard the *Spirit of Dana Point*.

Science

Programs in a variety of age appropriate labs or at-sea excursions aboard the *Research Vessel Sea Explorer*. Teaching stations vary depending on program and grade level. Programs feature state-of-the-art scientific oceanographic research equipment and topics include marine life, life cycles, and fish dissections. Program length varies from one hour to multi-day trips with a night on our sleep deck or at Catalina Island.

EXHIBIT B

FEE SCHEDULE

A deposit of \$400 is required to secure a program dates about the tallships, and a \$500 deposit is required to secure dates at the Lazy W. Deposits are due within 30 days of the program agreement issue date, or a mutually agreed upon date between the Ocean Institute and FSD. The balance for the program, is required 10 days prior to the program start date.

Event:	Fee:
Chaparrel to Ocean Science School 3-day trip	\$225-241.00 per student (varies by month)
Pilgrim/Spirit of Dana Point 2-day trip	\$2,700-2,750 group rate
Research Vessel Sea Explorer	\$16.00 per student (1-hour lab experience)

EXHIBIT C

OUTDOOR SCIENCE SCHOOL POLICIES, PROCEDURES,
RULES, REGULATIONS AND FORMS

OCEAN INSTITUTE- ADULT MEDICAL FORM

Name

Address _____ City _____ State

_____ Zip _____

Home Telephone Number (____) _____ - _____

Age _____ Date of Birth ____/____/____

Social Security Number _____ - _____ - _____

Closest Relative (to notify in the event of an emergency)

Name

Address _____ City _____ State

_____ Zip _____

Home Telephone Number (____) _____ - _____

Work Telephone Number (____) _____ - _____

Additional Emergency Contact

Name

Address _____ City _____ State

_____ Zip _____

Home Telephone Number (____) _____ - _____

Work Telephone Number (____) _____ - _____

Insurance Information

Medical Insurance Group Name and Number

Additional Information

Do you have any physical or medical conditions or restrictions?

If yes, please explain

Do you have any allergies? Please specify

Do you regularly take any prescription medications? Please specify

STUDENT MEDICAL FORM

PLEASE PRINT CLEARLY

I/We, the parent(s) or guardian(s) of the participant named below, wish to register my/our child in the Ocean Institute's _____ Program. Dates attending _____ to _____.

Participant's Name (Last) _____ (First) _____

Home Phone (____) _____ Cell Phone(____) _____ Birth date ____ / ____ / ____

Address _____ City _____ State ____ Zip _____

In case of emergency, please notify: Parent(s)/Guardian(s) Name _____

Address _____ City _____ State ____ Zip _____

Daytime Phone Number (____) _____ *Business Number (____) _____

*Employer _____ *Social Security Number _____

Alternate Person in case of emergency, please notify: _____ at (____) _____

Name/Phone number of Family Physician _____

Name/Number of family medical insurance carrier _____

* For Medical Insurance Claims only

PARTICIPANT HEALTH INFORMATION

1. Does the participant have any physical or medical conditions or restrictions? Yes _____ No _____

If so, please describe: _____

—

If your child has a special medical or physical condition, your physician should understand that the participant will be away from home for two full days. Please have your physician write a note indicating agreement that the participant is fit enough to fully participate in the program and to also include any special instructions.

2. Is your child subject to any of the following? Please circle:

Homesickness Sleepwalking Bed wetting (send extra bedding) Car/motion sickness

3. Does your child have any dietary requirements or restrictions? Yes ____ No ____

If so, please describe: _____

—

4. Does your child have any allergies that may be of concern? Yes ____ No ____

If so, please describe the severity: _____

5. Has the participant recently been ill or exposed to any communicable diseases? Yes ____ No ____

If so, please explain: _____

6. MEDICATION

In order for your child to receive any prescription medication during the _____ program, an **ADMINISTRATION OF MEDICATION** form must be completed by a parent or guardian and your child's physician. For prescription medication, a form must be completed for each medication prescribed for the period your child will attend the program. The prescription container must be clearly labeled with the following information:

- a. Participant's full name
 - b. Physician's name
 - c. Physician's phone number
 - d. Name of medication
 - e. Dosage
 - f. Expiration date of Rx.
- Each medication must be in a separate container.

In order for your child to **bring** and receive any non-prescription medication (headache remedies, upset stomach remedies) during the program, an **ADMINISTRATION OF MEDICATION** form must be completed by a parent or guardian and your child's

physician. Any non-prescription medication you send with your child must be in the original container and clearly labeled with your child's name. **No child will be allowed to take any non-prescription medication unless this form is completed, with a physician's signature, and the medication is sent to the program with the teacher-in-charge.**

If your child is under a doctor's care for an acute or chronic condition, your physician should understand that the child will be away for two or more days. Any special instructions should be attached to this form.

AUTHORIZATION AND CONSENT FOR PARTICIPANT TREATMENT

1. Parents will be notified immediately when a child becomes injured or seriously ill, and aid will be according to the parent's wishes. Arrangements will be made with the parent(s) to pick up their child if desired.
2. A child will not be released during the program to anyone other than parent or guardian except on written or verbal request by the parent or guardian.
3. I/We _____ do hereby authorize the Ocean Institute staff as agents for the undersigned to consent to any x-ray examination, anesthetic, medical, or surgical diagnosis or treatment and hospital care which is deemed advisable by, and is to be rendered under the general or special supervision of any physician and/or surgeon licensed under the provisions of the California Medical or Dental Practices Act on the medical staff of a licensed hospital, whether such diagnosis or treatment is rendered at office of said physician or said hospital.

It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required but is given to provide authority and power on the part of aforesaid agents to give specific consent to any and all such diagnosis, treatment, or hospital care which the aforementioned physician in the exercise of his best judgment may deem advisable. This authorization is given pursuant to the provisions of Section 25.8 of Civil Code of California. This authorization shall remain in effect until _____ (date) unless revoked sooner in writing and delivered to said agents.

Signature of Adult Participant or Parent/Legal Guardian of Child

Date

If it is desired that no medical treatment be given to the participant please provide the necessary instruction and sign here.

Signature of Adult Participant or Parents/Legal Guardian of Child

Date

ADMINISTRATION OF MEDICATION, PAGE 1

Name of Participant

Dates Attending

The nature of the program requires that all children participate in a variety of learning and social activities involving vigorous walking and hiking. Standardized, well-balanced meals are provided.

It is understood that the Ocean Institute is not legally obligated to administer medication to my/our child, and therefore, I/we agree to hold the Ocean Institute and its personnel free from any and all responsibility for the results of such medication, or the manner in which it is administered and to indemnify each of them against the loss of reason of any civil judgment arising out of these arrangements which may be rendered against them.

INSTRUCTIONS

No one is to administer medication to any child without authorization of the parent(s) or guardian(s). If you wish your child to receive medication you must fill out Part I: Prescription Medication and/or Part II: Non-Prescription Medication. These forms will be kept with the medication. **A parent/ guardian and physician's signature is required for each of these sections.**

Part I: Prescription Medication

MEDICATION 1

Diagnosis _____ Date of

Examination _____

Medication Prescribed _____

Dosage _____

Schedule and Method of Administration

Comments

Physician's Signature

Parent(s)/Guardian(s) Signature

MEDICATION 2

Diagnosis _____

Date of Examination _____

Medication Prescribed _____

Dosage _____

Schedule and Method of Administration

Comments

Physician's Signature

Parent(s)/Guardian(s) Signature

ADMINISTRATION OF MEDICATION - cont.

Name of Participant

Dates Attending

Part II: Non-Prescription Medication

MEDICATION 1

Medication _____

Dosage _____

Reason for Administration on Medication

Schedule and Method of Administration

Comments

Physician's Signature

Parent(s)/Guardian(s) Signature

MEDICATION 2

Medication _____

Dosage _____

Reason for Administration on Medication

Schedule and Method of Administration

Comments

Physician's Signature

Parent(s)/Guardian(s) Signature

MEDICATION 3

Medication _____

Dosage _____

Reason for Administration on Medication

Schedule and Method of Administration

Comments

Physician's Signature

Parent(s)/Guardian(s) Signature

CONSENT ITEM

DATE: October 14, 2008
TO: Mitch Hovey, Ed.D., Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Jennifer Shepard, Director, Educational Services
SUBJECT: APPROVE THE 2008/2009 AGREEMENT WITH PATHFINDER RANCH FOR OUTDOOR SCIENCE SCHOOL

Background: Pathfinder Ranch conducts an overnight Outdoor Science and Environmental Education Program at its location in the San Bernardino National Forest. It is requested that the Board approve the Outdoor Science School Agreement for the 2008/2009 school year. Pathfinder Ranch has been approved by Risk Management for the 2008/2009 school year.

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

Valencia Park School has submitted a Request for Overnight Field Trip form to participate in activities at Pathfinder Ranch. All requests and related documents are on file in the Educational Services office.

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

Funding: There is no cost to the District. Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve the 2008/2009 Agreement with Pathfinder Ranch for Outdoor Science School.

JM:JS
Attachment

AGREEMENT FOR OUTDOOR SCIENCE SCHOOL

This AGREEMENT is entered into this **14th** day of **October**, 2008, by and between the Fullerton School District, 1401 West Valencia Drive, Fullerton, California, 92833, hereinafter referred to as "FSD", and **Pathfinder Ranch**, hereinafter referred to as "OUTDOOR SCIENCE SCHOOL".

1.0 Program. OUTDOOR SCIENCE SCHOOL shall provide a program in Outdoor Science and Environmental Education which includes but is not limited to instructional services and activities, hereinafter referred to as "PROGRAM", for students of FSD. OUTDOOR SCIENCE SCHOOL shall make available to FSD a site, hereinafter referred to as "SITE", to be determined based upon the number of FSD students participating in the PROGRAM. The description of the PROGRAM and the SITE is attached hereto as Exhibit A and incorporated herein by reference.

2.0 Term. This AGREEMENT shall be in full force and effect for the period commencing **October 15, 2008 and ending June 30, 2009**.

3.0 OUTDOOR SCIENCE SCHOOL Responsibilities.

3.1 The authority and responsibility with respect to the PROGRAM shall rest with OUTDOOR SCIENCE SCHOOL, acting through its authorized representative, the Outdoor Science School Administrator or his/her designee.

3.2 OUTDOOR SCIENCE SCHOOL shall provide the PROGRAM, the SITE, all related facilities, lodging, food services, and maintenance services for FSD students and employees.

- 3.3 OUTDOOR SCIENCE SCHOOL shall furnish to FSD all OUTDOOR SCIENCE SCHOOL written policies, procedures, rules, regulations and forms required for participation in the PROGRAM, which are attached hereto as Exhibit C and incorporated herein by reference.
- 3.4 OUTDOOR SCIENCE SCHOOL shall furnish sufficient number of qualified staff to conduct the PROGRAM and maintain the SITE and all related facilities.
- 3.5 OUTDOOR SCIENCE SCHOOL shall furnish first aid services to care for minor injuries or illnesses.
- 3.6 OUTDOOR SCIENCE SCHOOL shall provide a Camper's Sickness and Accident Insurance Program covering FSD's students and employees while they are participating in the PROGRAM.
- 4.0 FSD Responsibilities.
- 4.1 FSD shall abide by the OUTDOOR SCIENCE SCHOOL written policies, procedures, rules and regulations required for participation in the PROGRAM.
- 4.2 FSD shall ensure each student attending the PROGRAM furnishes his/her own bedroll or sleeping bag, towels, clothing and personal needs required by the student.
- 4.3 FSD shall provide one FSD certificated employee or chaperone to accompany every 10 students, or fewer based on mutually agreed

camp guidelines. (This provision may require adjustment for special education students at the discretion of FSD.)

4.4 FSD shall ensure that a FSD certificated employee rides with and supervises his/her students on the school bus to and from the SITE.

4.5 FSD shall ensure that the FSD certificated employee remains with his/her students at the SITE throughout the entire period of the PROGRAM, unless other arrangements have been made with the Outdoor Science School Administrator or his/her designee.

4.6 FSD shall require that the FSD certificated employee takes an active role in teaching and supervising his/her students.

4.7 FSD shall require that the FSD certificated employee provides his/her own bedroll or sleeping bag, towels, clothing and personal needs required by the employee.

5.0 Fees.

5.1 FSD agrees to pay a fee to the OUTDOOR SCIENCE SCHOOL for each FSD student participating in the PROGRAM.

5.2 Student fees shall cover all PROGRAM instructional services and materials, usage of all facilities at the SITE, maintenance services, food services, and Camper's Sickness and Accident Insurance.

5.3 FSD shall be billed and agrees to pay on the basis of the number of students that actually participate in the PROGRAM. The Fee

Schedule is attached hereto as Exhibit B and incorporated herein by reference. The Fee Schedule represents the maximum per student charge per week. In no instance shall the student fee exceed the fee schedule referenced in Exhibit B. A “week” is defined as a period beginning with lunch following the student's arrival at the SITE on the first (1st) day of the PROGRAM week and extending through the last day of the same PROGRAM week, with departure from the SITE on or before 12:00 p.m. A “day of attendance” is defined as a student being present during any portion of the day, 12:01 a.m. through 12:00 midnight.

5.4 Fees shall not be charged for the FSD certificated employee accompanying his/her students. If, in addition to the FSD certificated employee, the FSD sends additional employees or staff, the OUTDOOR SCIENCE SCHOOL's prevailing per person rates shall apply for each additional individual. Visiting FSD personnel, parents, or friends will be charged the OUTDOOR SCIENCE SCHOOL's prevailing per person rates for all meals and snacks eaten and for any overnight accommodations, if available.

5.5 Pro-rated fees shall be charged for any student arriving late and/or departing early due to illness, or other reasons deemed necessary or appropriate by both FSD and the Outdoor Science School Administrator or his/her designee. The pro-rated fees charged for

such student shall be mutually agreed to by FSD Field Trip Coordinator and the OUTDOOR SCIENCE SCHOOL in advance of the trip. FSD students departing from and returning to the SITE for any other reason during a week will be charged the full student fee for that week.

5.6 In the event of any condition which would prohibit the safe departure of FSD students and employees by 12:00 p.m. on the last day of the PROGRAM week, OUTDOOR SCIENCE SCHOOL shall not charge FSD any fees or any additional costs or expenses. However, in the event FSD students and employees require food services, FSD agrees to pay the OUTDOOR SCIENCE SCHOOL all costs related to such food services requested by FSD.

5.7 FSD's payment of all fees, according to the provisions of this AGREEMENT, shall be made to OUTDOOR SCIENCE SCHOOL within thirty (30) days of postmark on invoice from OUTDOOR SCIENCE SCHOOL.

6.0 Transportation. Transportation of FSD students and employees to and from the SITE shall be the responsibility of FSD. FSD shall be responsible for transportation of a student in a timely manner if the student needs to leave the SITE.

7.0 Damage to the OUTDOOR SCIENCE SCHOOL Property. FSD shall leave the SITE in the same condition as when it arrived, reasonable wear and tear excepted. FSD agrees to bear the expense of repair or replacement of OUTDOOR

SCIENCE SCHOOL's property or equipment due to damage caused by the negligence or willful misconduct of FSD's students and/or employees.

8.0 Indemnification.

8.1 OUTDOOR SCIENCE SCHOOL shall hold harmless, defend, and indemnify the FSD, its Governing Board, officers, agents, employees, and students from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred as a result of any negligent act or omission of the OUTDOOR SCIENCE SCHOOL, its officers, employees and/or agents arising out of or in any way connected with this AGREEMENT.

8.2 FSD shall hold harmless, defend, and indemnify the OUTDOOR SCIENCE SCHOOL, its officers and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred as a result of any negligent act or omission of the FSD, its officers, employees and/or students arising out of or in any way connected with this AGREEMENT.

9.0 Insurance.

9.1 OUTDOOR SCIENCE SCHOOL agrees to maintain Comprehensive General Liability Insurance, including bodily injury, property damage, premises-operations, products-completed

operations and personal injury, in the amount of not less than One million dollars (\$1,000,000) per occurrence. The following two insurance policy endorsements must be included and written as follows:

(a) "The Fullerton School District and its Governing Board, officers, agents and employees shall be added as additional insureds to the policy."

(b) "Such insurance as is afforded by this policy for the Fullerton School District and its Governing Board, officers, agents, and employees shall be primary, and any insurance carried by the Fullerton School District shall be excess and non contributory."

9.2 OUTDOOR SCIENCE SCHOOL must furnish to FSD a certificate of insurance evidencing all coverages and additional insured endorsements required no less than thirty (30) business days, excluding holidays, prior to FSD's first day of participation in the PROGRAM. FSD shall not participate in the PROGRAM until FSD has received a valid certificate of insurance and additional insured endorsements evidencing the insurance coverage required. OUTDOOR SCIENCE SCHOOL's insurance must be with a California admitted insurance company.

9.3 OUTDOOR SCIENCE SCHOOL shall provide a thirty (30) day cancellation or reduction of coverage clause. Insurance certificate holder shall be properly named as "Fullerton School District, 1401 West Valencia Drive, Fullerton, California, 92833, Attn: Educational Services Department."

10.0 Loss of Personal Property. FSD understands and agrees that OUTDOOR SCIENCE SCHOOL is not responsible for the loss, damage, or theft of personal possessions of FSD employees or students, or FSD's equipment, materials, or supplies.

11.0 Changes to the PROGRAM or the SITE.

11.1 If FSD wishes to change the PROGRAM or add school(s) to this AGREEMENT, FSD and OUTDOOR SCIENCE SCHOOL shall generate an amendment to this AGREEMENT and shall revise Exhibit A.

11.2 OUTDOOR SCIENCE SCHOOL reserves the right to change or cancel the SITE and/or dates of participation in the PROGRAM due to threat of fire, flood, severe weather conditions or other natural disturbance; lack of sufficient OUTDOOR SCIENCE SCHOOL staff; or to repair grounds or facilities, or other condition(s) which would make the operation of the PROGRAM unsafe or unhealthy. OUTDOOR SCIENCE SCHOOL will make every effort to provide reasonable advance written notice to FSD, when possible, of such changes or cancellations in the PROGRAM.

11.3 If FSD must cancel all or a portion of FSD's week of participation in the PROGRAM due to a real or perceived emergency condition such as fire, flood, earthquake, or severe weather conditions, FSD and OUTDOOR SCIENCE SCHOOL shall mutually agree in writing on a course of action regarding the health and safety of FSD students and employees at the SITE in question.

12.0 Termination. FSD agrees to deposit \$500.00 with the Outdoor Science School to guarantee that the Program and Site are available as agreed to in this Agreement. This deposit is fully refundable if written notice of cancellation by FSD to the Outdoor Science School is provided ninety (90) or more days prior to the scheduled arrival date of FSD at the Site. Written notice of cancellation less than ninety (90) days prior to the scheduled arrival date will result in the forfeiture of the deposit to the Outdoor Science School. The \$500.00 deposit is due to the Outdoor Science School on the effective date of this Agreement. Upon written notice of cancellation by FSD to the Outdoor Science School, the Outdoor Science School shall have the right to offer the Program and the Site to a third party.

13.0 Independent Contractor. OUTDOOR SCIENCE SCHOOL, in the performance of this AGREEMENT, shall be and act as an independent contractor. OUTDOOR SCIENCE SCHOOL understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the FSD, and are not entitled to benefits of any kind or nature normally provided employees of the FSD and/or to which FSD's employees are normally entitled, including, but not limited to, State

Unemployment Compensation or Workers' Compensation. OUTDOOR SCIENCE SCHOOL assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this AGREEMENT. OUTDOOR SCIENCE SCHOOL 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 OUTDOOR SCIENCE SCHOOL's employees.

14.0 Notices. 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. As of 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

OUTDOOR SCIENCE SCHOOL:
Pathfinder Ranch
35510 Pathfinder Road, #104
Mountain Center, CA 92561
951-659-2455

15.0 Non Waiver. The failure of FSD or OUTDOOR SCIENCE SCHOOL 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.

16.0 Severability. If any term, covenant, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

17.0 Assignment. The obligations of the OUTDOOR SCIENCE SCHOOL pursuant to this AGREEMENT shall not be assigned by the OUTDOOR SCIENCE SCHOOL.

18.0 Applicable Law. FSD and OUTDOOR SCIENCE SCHOOL agree that this AGREEMENT shall be construed and entered into in accordance with the laws of the State of California, through California state courts with venue in Orange County, California.

19.0 Entire Agreement/Amendment. This AGREEMENT and any Exhibits attached hereto constitute the entire agreement between FSD and the OUTDOOR SCIENCE SCHOOL and any agreement hereafter made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both FSD and the OUTDOOR SCIENCE SCHOOL. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements between the parties.

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

Fullerton School District
(Name of District)

By:

Signature

Mitch Hovey, Ed.D.
Typed Name

Superintendent
Title

Pathfinder Ranch

(Contractor Name) -

By:

Signature

Typed Name

Title

On File
Social Security or Taxpayer Identification
Number

EXHIBIT A



PATHFINDER RANCH SCIENCE & OUTDOOR EDUCATION SCHOOL

DESCRIPTI

ON OF THE OUTDOOR SCIENCE AND ENVIRONMENTAL EDUCATION PROGRAM AND THE SITE

Program Overview

The Science & Outdoor Education School at Pathfinder Ranch provides safe, fun, and challenging learning experiences that build a sense of respect for the natural world, self, and others. We aim to inspire students to use their knowledge, skills, and experiences to make a positive difference in their home communities.

The Science & Outdoor Education Program began in the 1970's and has since developed into a premier school of its kind in southern California. Close cooperation and coordination with schools ensures a high quality program year after year.

We offer a wide variety of both academic and recreational courses to public and private schools, primarily targeted at grades 5 & 6. We believe this combination allows for a broader learning base in both academic and social skills. We provide challenging courses and activities, allowing students to achieve success and build self-esteem. Pathfinder Ranch provides a unique opportunity for students and teachers to get to know one another and learn to work as a cohesive team.

We link our science curriculum directly to the California State Learning Standards and use hands-on, experiential methods that make learning meaningful, accessible, and fun for each student.

Pathfinder Ranch Science & Outdoor Education School is a cooperative effort between the participating schools and the Ranch. The following outlines the services and responsibilities of Pathfinder Ranch as well as the responsibilities of the visiting school. Please review this carefully when planning your trip and recruiting volunteers.

PATHFINDER RANCH PROVIDES:

- Individual contact and schedule coordination with each school.
- Promotional presentations for parents and students.
- Orientation and support materials for classroom teachers.
- Qualified, enthusiastic instructors.
- General supervision during classes and evening programs.
- Hosts for meals.

- Qualified health maintenance and emergency medical personnel.
- Facilities, food service, and maintenance.
- Secondary accident and sickness insurance.

VISITING SCHOOL PROVIDES:

- Transportation to and from Pathfinder Ranch.
- Direct supervision of students at meals, in cabins, and during free time.
- Cooperation in maintaining facility cleanliness during stay and upon departure.
- Appropriate preparation of students for cold weather, dry conditions, home sickness, and behavior expectations.

**Outdoor Education Director
Pathfinder Ranch
35510 Pathfinder Rd. #104
Mountain Center, CA 92561
Office: 951-659-2455 X12
Fax: 951-659-0351
OEDIRECTOR@PATHFINDERRANCH.COM**

EXHIBIT B

FEE SCHEDULE

2008 / 2009 RATE GUIDE

90 STUDENTS AND UNDER

PACKAGE		BASIC		DELUXE	
<i>days</i>	<i>meals</i>	<i>student</i>	<i>adult</i>	<i>student</i>	<i>adult</i>
3 days	6 meals	\$118	\$72	\$125	\$82
4 days	9 meals	\$152	\$89	\$159	\$99
5 days	12 meals	\$187	\$107	\$194	\$117

91 STUDENTS AND ABOVE

PACKAGE		BASIC		DELUXE	
<i>days</i>	<i>meals</i>	<i>student</i>	<i>adult</i>	<i>student</i>	<i>adult</i>
3 days	6 meals	\$113	\$70	\$120	\$80
4 days	9 meals	\$145	\$85	\$152	\$95
5 days	12 meals	\$176	\$102	\$183	\$112

The Deluxe Package includes all basic components of the camp experience and a Pathfinder

Logo water bottle, class journal and daily snack.

EXHIBIT C

OUTDOOR SCIENCE SCHOOL POLICIES, PROCEDURES,



PATHFINDER RANCH SCIENCE & OUTDOOR EDUCATION SCHOOL

RULES, REGULATIONS AND FORMS

THE 5 MAJOR RESPONSIBILITIES OF ADULTS

1. IN CLASS WITH NATURALISTS:

- Assure students use the bathroom, fill their water bottles, & are dressed appropriately before class begins
- Help keep students on time
- Check for inhalers at the beginning of class
- Communicate to staff your expectations for the class and backgrounds about students
- Serve as a positive role models and a beacon of enthusiasm
- Shuttle students to bathrooms, water fountain, or medic office
- Trail the group & make sure students have cleaned and taken all their belongings
- Assist Pathfinder Staff with behavior management

2. AT MEALS

TEACHERS/CHAPERONES:

- At least one adult at each table
- Keep students QUIET, HANDS EMPTY, & STILL while staff is talking.

- Role-model appropriate table manners
- Watch and tell teacher if a student is not eating.
- Help facilitate the cleanup process and organizing of food waste.

• **MEAL SETUP: One field group is responsible for setting the tables for each meal. Adults from the field group must meet the students at the basketball court 15 minutes before the meal. The students will prepare the dining hall and then meet the rest of the school at the basketball court.**

• **IMPORTANT:**

- Adults may only smoke behind the dining hall.
- If you have any dietary needs please contact Pathfinder Ranch prior to your arrival

3. **FREE TIME — *About an hour after dinner and before the evening program***

• **TEACHERS/CHAPERONES:**

- Responsible for supervision of all students
- Must follow the Chaperone Free-Time Schedule created by the lead teacher
- Students may not go into the cabins without an adult.
- All students must be in eyeshot and earshot of an adult at all times.

4. **IN CABINS — *following the evening program***

• **TEACHERS/CHAPERONES:**

- As soon as evening program is done, all students must go back to the cabins and stay in that buildings until the breakfast bell the following morning.
- 9:30PM LIGHTS OUT: Sleep is important for students' health and educational experience
- Maintain general cleanliness of cabins

5. **ADDITIONAL ADULT RESPONSIBILITIES**

- Assist with supervision of sick or disciplined students
- Take head counts of students often

STUDENT BEHAVIOR CONTRACT

(All students are required to sign this contract before attending Pathfinder Ranch Outdoor Education Program)

1. I agree to **RESPECT MYSELF** by:

- a. Having a positive attitude
- b. Always trying my hardest
- c. Trying new things
- d. Finding an adult to help me when I am scared or sick

1. I agree to **RESPECT OTHERS** including:

- a. Pathfinder staff
- b. All other students
- c. All chaperones
- d. Classroom teachers

BY

- a. Being a good team member, sharing, and taking turns
- b. Listening and following directions
- c. Doing my share of work
- d. Respecting other peoples belongings
- e. Not fighting, bullying, teasing, or using bad language

2. I agree to **RESPECT** the **NATURAL & BUILT ENVIRONMENT** by:

- a. Keeping places CLEANER than I found them
- b. Remembering that we are visitors to the home of the plants and animals at Pathfinder Ranch
- c. Not misusing or vandalizing the buildings or equipment at Pathfinder Ranch
- d. Not throwing or kicking things (rocks, pine cones, sticks, snow, etc...)

3. I agree to learn and have fun while being **SAFE**:

- a. Staying with my group
- b. Making sure I am with an adult at all times
- c. Walking at all times
- d. Following directions

4. I understand that if I choose to behave inappropriately, the following steps may be taken:

- a. Behavior improvement request by an adult
- b. Warnings and discussion with classroom teacher
- c. Final warning and a call to my parents
- d. My parents called to take me home

CONSENT ITEM

DATE: October 14, 2008
TO: Mitch Hovey, Ed.D., Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Jennifer Shepard, Director, Educational Services
SUBJECT: APPROVE THE 2008/2009 AGREEMENT WITH THOUSAND PINES FOR OUTDOOR SCIENCE SCHOOL

Background: Thousand Pines conducts an overnight Outdoor Science and Environmental Education Program at its location in Crestline in the San Bernardino National Forest. It is requested that the Board approve the Outdoor Science School Agreement for the 2008/2009 school year. Thousand Pines has been approved by Risk Management for the 2008/2009 school year.

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

Pacific Drive School has submitted a Request for Overnight Field Trip form to participate in activities at Thousand Pines Camp. All requests and related documents are on file in the Educational Services office.

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

Funding: There is no cost to the District. Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve the 2008/2009 Agreement with Thousand Pines for Outdoor Science School.

JM:JS
Attachment

AGREEMENT FOR OUTDOOR SCIENCE SCHOOL

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1.0 Program. OUTDOOR SCIENCE SCHOOL shall provide a program in Outdoor Science and Environmental Education which includes but is not limited to instructional services and activities, hereinafter referred to as "PROGRAM", for students of FSD. OUTDOOR SCIENCE SCHOOL shall make available to FSD a site, hereinafter referred to as "SITE", to be determined based upon the number of FSD students participating in the PROGRAM. The description of the PROGRAM and the SITE is attached hereto as Exhibit A and incorporated herein by reference.

2.0 Term. This AGREEMENT shall be in full force and effect for the period commencing **October 15, 2008 and ending June 30, 2009.**

3.0 OUTDOOR SCIENCE SCHOOL Responsibilities.

3.1 The authority and responsibility with respect to the PROGRAM shall rest with OUTDOOR SCIENCE SCHOOL, acting through its authorized representative, the Outdoor Science School Administrator or his/her designee.

3.2 OUTDOOR SCIENCE SCHOOL shall provide the PROGRAM, the SITE, all related facilities, lodging, food services, and maintenance services for FSD students and employees.

- 3.3 OUTDOOR SCIENCE SCHOOL shall furnish to FSD all OUTDOOR SCIENCE SCHOOL written policies, procedures, rules, regulations and forms required for participation in the PROGRAM, which are attached hereto as Exhibit C and incorporated herein by reference.
- 3.4 OUTDOOR SCIENCE SCHOOL shall furnish sufficient number of qualified staff to conduct the PROGRAM and maintain the SITE and all related facilities.
- 3.5 OUTDOOR SCIENCE SCHOOL shall furnish first aid services to care for minor injuries or illnesses.
- 3.6 OUTDOOR SCIENCE SCHOOL shall provide a Camper's Sickness and Accident Insurance Program covering FSD's students and employees while they are participating in the PROGRAM.
- 4.0 FSD Responsibilities.
- 4.1 FSD shall abide by the OUTDOOR SCIENCE SCHOOL written policies, procedures, rules and regulations required for participation in the PROGRAM.
- 4.2 FSD shall ensure each student attending the PROGRAM furnishes his/her own bedroll or sleeping bag, towels, clothing and personal needs required by the student.
- 4.3 FSD shall provide one FSD certificated employee or chaperone to accompany every 10 students, or fewer based on mutually agreed

camp guidelines. (This provision may require adjustment for special education students at the discretion of FSD.)

- 4.4 FSD shall ensure that a FSD certificated employee rides with and supervises his/her students on the school bus to and from the SITE.
- 4.5 FSD shall ensure that the FSD certificated employee remains with his/her students at the SITE throughout the entire period of the PROGRAM, unless other arrangements have been made with the Outdoor Science School Administrator or his/her designee.
- 4.6 FSD shall require that the FSD certificated employee takes an active role in teaching and supervising his/her students.
- 4.7 FSD shall require that the FSD certificated employee provides his/her own bedroll or sleeping bag, towels, clothing and personal needs required by the employee.
- 5.0 Fees.
 - 5.1 FSD agrees to pay a fee to the OUTDOOR SCIENCE SCHOOL for each FSD student participating in the PROGRAM.
 - 5.2 Student fees shall cover all PROGRAM instructional services and materials, usage of all facilities at the SITE, maintenance services, food services, and Camper's Sickness and Accident Insurance.
 - 5.3 FSD shall be billed and agrees to pay on the basis of the number of students that actually participate in the PROGRAM. The Fee

Schedule is attached hereto as Exhibit B and incorporated herein by reference. The Fee Schedule represents the maximum per student charge per week. In no instance shall the student fee exceed the fee schedule referenced in Exhibit B. A "week" is defined as a period beginning with lunch following the student's arrival at the SITE on the first (1st) day of the PROGRAM week and extending through the last day of the same PROGRAM week, with departure from the SITE on or before 12:00 p.m. A "day of attendance" is defined as a student being present during any portion of the day, 12:01 a.m. through 12:00 midnight.

- 5.4 Fees shall not be charged for the FSD certificated employee accompanying his/her students. If, in addition to the FSD certificated employee, the FSD sends additional employees or staff, the OUTDOOR SCIENCE SCHOOL's prevailing per person rates shall apply for each additional individual. Visiting FSD personnel, parents, or friends will be charged the OUTDOOR SCIENCE SCHOOL's prevailing per person rates for all meals and snacks eaten and for any overnight accommodations, if available.
- 5.5 Pro-rated fees shall be charged for any student arriving late and/or departing early due to illness, or other reasons deemed necessary or appropriate by both FSD and the Outdoor Science School Administrator or his/her designee. The pro-rated fees charged for

such student shall be mutually agreed to by FSD Field Trip Coordinator and the OUTDOOR SCIENCE SCHOOL in advance of the trip. FSD students departing from and returning to the SITE for any other reason during a week will be charged the full student fee for that week.

5.6 In the event of any condition which would prohibit the safe departure of FSD students and employees by 12:00 p.m. on the last day of the PROGRAM week, OUTDOOR SCIENCE SCHOOL shall not charge FSD any fees or any additional costs or expenses. However, in the event FSD students and employees require food services, FSD agrees to pay the OUTDOOR SCIENCE SCHOOL all costs related to such food services requested by FSD.

5.7 FSD's payment of all fees, according to the provisions of this AGREEMENT, shall be made to OUTDOOR SCIENCE SCHOOL within thirty (30) days of postmark on invoice from OUTDOOR SCIENCE SCHOOL.

6.0 Transportation. Transportation of FSD students and employees to and from the SITE shall be the responsibility of FSD. FSD shall be responsible for transportation of a student in a timely manner if the student needs to leave the SITE.

7.0 Damage to the OUTDOOR SCIENCE SCHOOL Property. FSD shall leave the SITE in the same condition as when it arrived, reasonable wear and tear excepted. FSD agrees to bear the expense of repair or replacement of OUTDOOR

SCIENCE SCHOOL's property or equipment due to damage caused by the negligence or willful misconduct of FSD's students and/or employees.

8.0 Indemnification.

8.1 OUTDOOR SCIENCE SCHOOL shall hold harmless, defend, and indemnify the FSD, its Governing Board, officers, agents, employees, and students from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred as a result of any negligent act or omission of the OUTDOOR SCIENCE SCHOOL, its officers, employees and/or agents arising out of or in any way connected with this AGREEMENT.

8.2 FSD shall hold harmless, defend, and indemnify the OUTDOOR SCIENCE SCHOOL, its officers and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred as a result of any negligent act or omission of the FSD, its officers, employees and/or students arising out of or in any way connected with this AGREEMENT.

9.0 Insurance.

9.1 OUTDOOR SCIENCE SCHOOL agrees to maintain Comprehensive General Liability Insurance, including bodily injury, property damage, premises-operations, products-completed

operations and personal injury, in the amount of not less than One million dollars (\$1,000,000) per occurrence. The following two insurance policy endorsements must be included and written as follows:

(a) "The Fullerton School District and its Governing Board, officers, agents and employees shall be added as additional insureds to the policy."

(b) "Such insurance as is afforded by this policy for the Fullerton School District and its Governing Board, officers, agents, and employees shall be primary, and any insurance carried by the Fullerton School District shall be excess and non contributory."

9.2 OUTDOOR SCIENCE SCHOOL must furnish to FSD a certificate of insurance evidencing all coverages and additional insured endorsements required no less than thirty (30) business days, excluding holidays, prior to FSD's first day of participation in the PROGRAM. FSD shall not participate in the PROGRAM until FSD has received a valid certificate of insurance and additional insured endorsements evidencing the insurance coverage required. OUTDOOR SCIENCE SCHOOL's insurance must be with a California admitted insurance company.

9.3 OUTDOOR SCIENCE SCHOOL shall provide a thirty (30) day cancellation or reduction of coverage clause. Insurance certificate holder shall be properly named as "Fullerton School District, 1401 West Valencia Drive, Fullerton, California, 92833, Attn: Educational Services Department."

10.0 Loss of Personal Property. FSD understands and agrees that OUTDOOR SCIENCE SCHOOL is not responsible for the loss, damage, or theft of personal possessions of FSD employees or students, or FSD's equipment, materials, or supplies.

11.0 Changes to the PROGRAM or the SITE.

11.1 If FSD wishes to change the PROGRAM or add school(s) to this AGREEMENT, FSD and OUTDOOR SCIENCE SCHOOL shall generate an amendment to this AGREEMENT and shall revise Exhibit A.

11.2 OUTDOOR SCIENCE SCHOOL reserves the right to change or cancel the SITE and/or dates of participation in the PROGRAM due to threat of fire, flood, severe weather conditions or other natural disturbance; lack of sufficient OUTDOOR SCIENCE SCHOOL staff; or to repair grounds or facilities, or other condition(s) which would make the operation of the PROGRAM unsafe or unhealthy. OUTDOOR SCIENCE SCHOOL will make every effort to provide reasonable advance written notice to FSD, when possible, of such changes or cancellations in the PROGRAM.

11.3 If FSD must cancel all or a portion of FSD's week of participation in the PROGRAM due to a real or perceived emergency condition such as fire, flood, earthquake, or severe weather conditions, FSD and OUTDOOR SCIENCE SCHOOL shall mutually agree in writing on a course of action regarding the health and safety of FSD students and employees at the SITE in question.

12.0 Termination. FSD agrees to deposit \$500.00 with the Outdoor Science School to guarantee that the Program and Site are available as agreed to in this Agreement. This deposit is fully refundable if written notice of cancellation by FSD to the Outdoor Science School is provided ninety (90) or more days prior to the scheduled arrival date of FSD at the Site. Written notice of cancellation less than ninety (90) days prior to the scheduled arrival date will result in the forfeiture of the deposit to the Outdoor Science School. The \$500.00 deposit is due to the Outdoor Science School on the effective date of this Agreement. Upon written notice of cancellation by FSD to the Outdoor Science School, the Outdoor Science School shall have the right to offer the Program and the Site to a third party.

13.0 Independent Contractor. OUTDOOR SCIENCE SCHOOL, in the performance of this AGREEMENT, shall be and act as an independent contractor. OUTDOOR SCIENCE SCHOOL understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the FSD, and are not entitled to benefits of any kind or nature normally provided employees of the FSD and/or to which FSD's employees are normally entitled, including, but not limited to, State

Unemployment Compensation or Workers' Compensation. OUTDOOR SCIENCE SCHOOL assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this AGREEMENT. OUTDOOR SCIENCE SCHOOL 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 OUTDOOR SCIENCE SCHOOL's employees.

14.0 Notices. 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. As of 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

OUTDOOR SCIENCE SCHOOL:

Thousand Pines
359 Thousand Pines Rd., PO Box 3288
Crestline, CA 92325
909-338-8900

15.0 Non Waiver. The failure of FSD or OUTDOOR SCIENCE SCHOOL 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.

16.0 Severability. If any term, covenant, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

17.0 Assignment. The obligations of the OUTDOOR SCIENCE SCHOOL pursuant to this AGREEMENT shall not be assigned by the OUTDOOR SCIENCE SCHOOL.

18.0 Applicable Law. FSD and OUTDOOR SCIENCE SCHOOL agree that this AGREEMENT shall be construed and entered into in accordance with the laws of the State of California, through California state courts with venue in Orange County, California.

19.0 Entire Agreement/Amendment. This AGREEMENT and any Exhibits attached hereto constitute the entire agreement between FSD and the OUTDOOR SCIENCE SCHOOL and any agreement hereafter made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both FSD and the OUTDOOR SCIENCE SCHOOL. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements between the parties.

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

Fullerton School District
(Name of District)

By:

Signature

Mitch Hovey, Ed.D.
Typed Name

Superintendent
Title

Thousand Pines
(Contractor Name)

By:

Signature

Typed Name

Title

On File
Social Security or Taxpayer Identification
Number

EXHIBIT A

DESCRIPTION OF THE OUTDOOR SCIENCE AND
ENVIRONMENTAL EDUCATION PROGRAM AND THE SITE



Thank you for your interest in attending Thousand Pines Outdoor Science School!

Thousand Pines Outdoor Science School offers your students an outdoor classroom where we promote an understanding of the natural world through hands-on experiences with nature. Students learn together in a forest environment where direct experience and observation provide unique learning opportunities. Historical and cultural lessons of the area also provide context for the students' natural history lessons. Students are guided through their experience by trained outdoor education staff members who cultivate a curiosity in the outdoors.

Thousand Pines OSS is located in Crestline, Ca, in the mountains above San Bernardino. Nestled in the San Bernardino National Forest at about 5,000 ft., Crestline is known for early pioneer history, outstanding scenery, and wonderful trails. As students arrive, they are met by the smell of fresh pine, towering forests, wooded trails, magnificent views, and spectacular starry skies. Our facilities and staff can accommodate approximately 175 students per week; however, there are no minimum booking requirements. Schools with attendance below our maximum accommodation limits may be scheduled with another school. In that case, students from each school will be housed and participate in daily activities with their respective schools. Schools will share the dining facility.

Students are housed in groups of eleven with a Thousand Pines cabin leader. Two cabin groups combine to form a trail group (one male and one female cabin), led by a Naturalist, accompanied by a cabin leader, for daily trail hikes and activities. Students journey through the Thousand Pines' "wilderness" to investigate the local flora and fauna, geology, habitats and ecosystems, meteorology and weather, and constellations. Students work through a camp journal, answering questions, doing activities and reflecting as they tour the grounds.

Thousand Pines desires to give your students a well-rounded camp experience as they live together, work together, learn together and have fun together. Students build community through team-building initiatives, cabin clean-up, mealtime etiquette, and group activities such as square dancing, camp fires and star studies. Our staff encourages students to develop their cooperative skills, conversation practices, and self-confidence by participating in activities such as night-hikes, the climbing wall, singing, and skits. At the end of their stay, students get a chance to test their knowledge in the Outdoor Science Jeopardy Game, and enjoy a video of their week at camp.

We encourage teachers to participate in hikes and activities with their students, as outdoor science camp is simply an extension of what the teachers do everyday in the classroom. Teachers are housed in deluxe leadership housing, where they can enjoy a quiet place and comfortable night's sleep. Teachers are encouraged to enjoy the local attractions as the Thousand Pines Staff provides 24 hours/day student supervision.

We hope to see you this year for the outdoor experience of a lifetime!

A handwritten signature in black ink, appearing to read "Christopher Day", with a stylized flourish at the end.

Christopher Day
Thousand Pines Outdoor Science School Director

EXHIBIT B
FEE SCHEDULE



2008-2009 OUTDOOR SCHOOL RATES

5 day program - \$251.00/student

4 day program - \$198.00/student

3 day program - \$146.00/student

Rates are based on all meals (including snacks) starting with lunch on the first day and breakfast on the last day, lodging, program materials, and program staff.

1 Free teacher per 30 students, additional teachers/aides/administrators \$90.00 each.

Thousand Pines Outdoor Science School Registration Process

- Complete and submit the Reservation Request Form
- Thousand Pines will work with your school to schedule an attendance date and then send a contract and a preliminary invoice.
- Return the original, signed contract and your 10% non-refundable deposit (applied to your total balance), due **one month** after the contract issue date.
- Thousand Pines will send a Confirmation Packet including:
 - Confirmation of your reservation
 - Receipt of Deposit
 - Student Camp Shirt Order Form
 - A copy of the Student Registration Forms (available in Spanish)
 - Driving DirectionsStudent forms should be distributed, and collected to submit upon arrival.

- Approximately one month prior to your attendance, we will send a Preparation Packet including:
 - Preparation Check-list
 - Cabin Grouping Form
 - Medication Worksheet
 - Special Needs Worksheet
 - Teacher Camp Shirt Order Form
 - Final Invoice reflecting balance due

All forms should be completed and submitted via fax **two weeks** prior to your arrival. We also request all schools to submit, a certificate of insurance naming Thousand Pines Outdoor Educators, LLC. as "additional insured." All final payments received prior to your arrival will receive a 4% discount.

- Before departure, we will provide a reservation form for the following school year. Reservation requests submitted within one month of attendance will guarantee a reservation date for the following year.

EXHIBIT C

OUTDOOR SCIENCE SCHOOL POLICIES, PROCEDURES,
RULES, REGULATIONS AND FORMS



Student Registration Form

Student's Name: _____ Date of Birth: _____ Gender: M F
 (Last) (First) (Circle one)

School: _____ School Phone: _____

Name of Parent or Guardian: _____

Home Address: _____ City: _____ Phone Number: _____

Bus. Address: _____ City: _____ Phone Number: _____

Emergency Contact Name: _____ Address: _____ Phone Number: _____

Physician: _____ Address: _____ Phone Number: _____

STUDENT HEALTH INFORMATION AND AUTHORIZATION FOR TREATMENT

Check ALL applicable conditions	Recent Broken Bone or other injuries
<input type="checkbox"/> Bee sting/insect bite reactions (circle)	Body Part Injured: _____ Date of Injury: _____
<input type="checkbox"/> Food Allergies	Activity Restrictions: _____
<input type="checkbox"/> Mild <input type="checkbox"/> Moderate <input type="checkbox"/> Severe <input type="checkbox"/>	_____
<input type="checkbox"/> Hay Fever/Sinus Problems	Recent Surgery: Body Part: _____ Date of Injury: _____
<input type="checkbox"/> Asthma Sending RX <input type="checkbox"/>	Date of surgery: _____ Activity Restrictions: _____
<input type="checkbox"/> Back or Neck Problems	_____
<input type="checkbox"/> Bedwetting (currently)	Vegetarian
<input type="checkbox"/> Bowel Problems	Sleep Walking (history of)
<input type="checkbox"/> Epilepsy or seizure disorder	ADD <input type="checkbox"/> ADHD <input type="checkbox"/> Sending RX <input type="checkbox"/>
<input type="checkbox"/> Fainting	Diabetic
<input type="checkbox"/> Headache	Special Ed <input type="checkbox"/> IEP <input type="checkbox"/> Psychiatric/Emotional Illness _____
<input type="checkbox"/> Heart Condition	Child requires teacher aide in classroom <input type="checkbox"/> or with ADLs <input type="checkbox"/>
<input type="checkbox"/> Nose Bleeds	

Briefly explain ALL items checked above and explain any other medical issues not listed above (use additional sheets if necessary). Please also disclose any medically necessary dietary requirements.

Allergies: Specify type(s), child's reaction, and authorized treatment(s): _____

Prescriptions: (including Asthma/ADD/Insulin/Epi-kit): Any prescribed medicine or inhaler must be sent to the site nurse for student's use under supervision. All medications must be sent in their original prescription container and be accompanied by the prescription authorization form signed by the parent and prescribing physician.

Are you sending prescription or non-prescription medication to the site? Yes No

Has your child been exposed to any communicable disease within the past month? If yes, please specify the disease.
 _____ Date of last known Tetanus shot _____

Medical Insurance Information

Medi-Cal Coverage Policy #: _____

Private Insurance Insurer Name: _____ Policy #: _____

Non-Prescription Medication Available at Thousand Pines

The medications listed below are kept in stock; **do not send any of these items to the site.** Please check each box below to indicate your permission for the listed medication to be administered by the Outdoor School Nurse or an authorized staff member. **We will not administer any medication without authorization.**

YES	NO		YES	NO		YES	NO	
		Benadryl (itch, insect bite, sinus)			Pepto Bismol/Kaopectate (diarrhea)			Tylenol (head/muscle aches/cramps)
		Caladryl Lotion (poison oak)			Sudafed (sinus)			Cough Drops (cough)
		Mylanta/Tums (upset stomach)			Polysporin Topical (minor cuts/burns)			Hydrocortisone Cream (itch/rash)
		Robitussin (cough)						

Authorization For Medical Treatment – SIGNATURE REQUIRED OR STUDENT CANNOT BE TREATED:

I hereby authorize emergency medical or surgical care at the nearest hospital, should a medical emergency arise and I am not immediately available. I further authorize site personnel to assist my child in the use of the medications indicated above and those listed on the attached Medication Authorization Form.

Parent/Guardian Signature: _____ Date: _____

Video & Photo Release

Thousand Pines produces a weekly video recapping the activities the students participated in, and the information they learned. Each student will receive a free DVD video at the end of the week to take home as a souvenir. I authorize my student to be included in such videos/photos.

Parent/Guardian Signature: _____ Date: _____

Physical Activity Release

Camp Activities include but are not limited to hiking and low and high confidence course activities. There are risks of physical injury or harm from participating in high adventure activities. I voluntarily elect my student to participate in the activities and assume the risks of injury or harm that could result from participation. On my own behalf and that of my personal representatives and heirs, I hereby release Thousand Pines, its officers, employees, and agents from all liability for any injury or harm to me (or my minor) from participating in the said activities. I have read and understood this release of liability.

Parent/Guardian Signature: _____ Date: _____

Behavior Contract/Discipline Policy

Please review the following outdoor school rules (and consequences for breaking the standards) with your child. These simple standards will help ensure that every child has a safe and successful learning experience.

1. Follow all normal school standards. Stay camp groups the entire time.
2. Respect the rights of all people and their things. Be respectful towards, and follow directions of, all adults.
3. Share in work and show sportsmanship
4. Keep hands, arms, and legs to yourself. No fighting, play fighting, or rough-housing. Use appropriate language.
5. Leave these items at home: food, candy, gum, money, all electronic devices, make-up, curling irons, knives, weapons and valuables.

If I don't follow these standards, I realize that I am choosing to accept the consequences for my behavior:

1. Be timed out from fun activities
2. Call to home school principal and/or parents
3. Be suspended from home school
4. Have parents pick student up and take home

The following behaviors are examples of what your child could be sent home for:

1. Hitting, fighting with, or threatening another student
2. Repeated violation of any of the above standards
3. Being in the opposite gender's cabin
4. Vandalism or theft

I have reviewed the Outdoor School Behavior Standards with my child and understand that all school standards continue while in attendance at the Outdoor School. Should there be any serious difficulty with the following the expectations, I support the implementations process (above) and, if necessary will bring my child back home.

Parent/Guardian Signature: _____ Date: _____

I have reviewed the Outdoor School Behavior Standards and agree to follow them as outlined. I understand that all school standards continue while at the Outdoor School. I understand that I may loose my privilege to attend Outdoor School if I fail to follow them.

Student Signature: _____ Date: _____

Reviewed By School Health Technician or RN, Name: _____

Updated 1/2008



Clothing & Equipment List

The following is a clothing and equipment list recommended for a 5-day program, *please make adjustments for shorter programs*, or where advisable. Freezing conditions and snow are possible October 15 – May 15.

Please mark the students name and school on ***all*** clothing and personal belonging. Do not bring money or valuables. There is no safe storage place for them.

ESSENTIAL

- Sleeping bag
- Pillow
- 1 pair pajamas
- 1 extra pair pajama bottoms or long underwear (in winter)
- 2 pairs tennis shoes
- 4 pairs socks
- 3 pair's jeans or heavy pants (for boys and girls) no shorts, Capri's or skirts.
- 1 warm jacket for winter months
- 1 sweat shirt for Fall, Spring & Summer months
- 3 warm shirts
- 4 sets underclothing
- Hat or cap (in winter)
- Sun hat optional
- Gloves or mittens (in winter)
- Rain gear and rubber boots (during rainy season)
- 1 refillable water bottle
- Handkerchiefs or small box of tissue
- Toilet kit to include: comb/brush, soap in box, 2 bath towels, 1 wash cloth, shampoo, toothbrush and toothpaste, Lip salve
- Letter writing materials (pencil, paper, and stamped envelopes)

OPTIONAL

- Sunscreen
- Hair dryer
- Shower cap for girls
- Small magnifying glass
- Camera
- "Good book"
- Small, non-electronic game
- Hiking boots
- Insect repellent (fall & spring)

NOTE: Luggage will be limited to one small suitcase **or** duffle bag and a sleeping bag; **two pieces only!** If using a black trash bag, please make sure it is labeled well with the students name and the name of their school.

NO food, electronic games, radios, MP3 players, cell phones, gum, weapons, knives, flashlights or money are to be brought to the Outdoor School.

Use caution when sending digital cameras, disposable cameras are advisable.

NO curling irons, flat irons, or aerosol cans (hair spray, etc).

Be sure to pack comfortable clothing. Beware of new shoes; break them in first.

MAIL

Students enjoy receiving mail. Parents, please write to your child using the address format below.

Student's Name
School Name
P.O. Box 3288
Crestline, CA 92325

Please send your letters out the week before your child is going to camp. Generally, mail does not arrive in time to distribute to students their last day of camp.

CONSENT ITEM

DATE: October 14, 2008

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Jennifer Shepard, Director, Educational Services

SUBJECT: APPROVE 2008/2009 OVERNIGHT OUTDOOR SCIENCE SCHOOL FIELD TRIPS FOR DISTRICT TEACHERS AND STUDENTS

Background: The following schools have requested permission to take their students on overnight field trips to various Outdoor Science Camps during the 2008/2009 school year. The Fullerton School District Board of Trustees has approved agreements for these camps for the 2008/2009 school year. All Outdoor Science Camps have been reviewed and approved by Risk Management for the 2008/2009 school year. Accommodations for students unable to attend field trips will be made at the school sites. Copies of field trip request forms and all accompanying documents are on file in the Educational Services office. Information about the coordinating agencies and teachers follows:

Orange County Department of Education Resident Outdoor Science Schools: Camp Arbolado, Calvary Chapel, Cedar Crest, Creekside Mountain Chai:

Outdoor Science Schools provide a hands-on science experience for 6th graders. Students will participate in several activities that are an extension of the science curriculum and meet District and State standards. Prior to attending the camp, students will study the dynamics of a changing earth and participate in activities relating to earth science.

Acacia School: Approximately 88 sixth grade students will participate in the five-day program, May 11-15, 2009. Participating teachers are Kim Brewer, Heidi Cockerill and Jody Dyer.

Beechwood School: Approximately 90 sixth grade students will participate in the five-day program, March 30-April 3, 2009. The participating teachers are Pablo Diaz, Russell Harrison and Christina Kim.

Fern Drive: Approximately 85 sixth grade students will participate in the four-day program, April 14-17, 2009. Participating teachers are Joe Conti, Diane Dombrower and Angie Wright.

Fisler School: Approximately 96 sixth grade students will participate in the four-day program, February 17-20, 2009. The participating teachers are Dale Friesen, Julienne Lee, and Catherine Vito.

Golden Hill School: Approximately 115 sixth grade students will participate in the four-day program, April 14-17, 2009. The participating teachers are Christina Corradino, Kim Gibbons, Suzanne Lee, and Rudolph Petris.

Laguna Road School: Approximately 100 sixth grade students will participate in the four-day program, May 19-22, 2009. The participating teachers are Debbie McKechnie, Kelly Pellizari, and Enoch Yousling.

Maple School: Approximately 70 sixth grade students will participate in the five-day program, February 23-27, 2009. The participating teachers are Theresa Benveniste and Josh Render.

Richman School: Approximately 70 sixth grade students will participate in the four-day program, April 21-24, 2009. The participating teachers are Susan Ly, Tiffany Kienast and Warren Mecca.

Sunset Lane School: Approximately 120 sixth grade students will participate in the four-day program, March 30-April 3, 2009. The participating teachers are Elaine Cox, Cynthia Gettenplan, Jeaninne Gustafsen, and Hai-Mee Park.

Ocean Institute, Pilgrim & Lazy W Ranch:

Outdoor education at these sites include standards-based study of five different ecosystems, sea life, and the marine environment emphasizing biology and life sciences. Prior to attending outdoor education, students will be involved in a number of science activities that include the scientific process in the study of nature.

Beechwood School: Approximately 105 fifth grade students will be participating in the two-day overnight program, April 28-29, 2009 and April 29-30, 2009. The participating teachers will be Allison Anderson, Karen Bell and Michelle Ritz.

Commonwealth: Approximately 70 sixth grade students will participate in the three-day program, May 20-22, 2009. The participating teachers are Robin McIndoo and Tiffany Taylor.

Golden Hill: Approximately 96 fifth grade students will participate in the two-day program, February 17-18, 2009, June 1-2, 2009 and June 9-10, 2009. The participating teachers will be Danna Brookman, Abigail Meyer Marsha Moran, Jennifer Sarvis, and Stephanie VanDelinder.

Hermosa Drive School: Approximately 60 sixth grade students will participate in the three-day program, April 1-3, 2009. Participating teachers will be Janny Meyer, Dora Muro, and Pamela Zinnel.

Laguna Road School: Approximately 102 fifth grade students will participate in the two-day program, February 25-26, 2009, February 26-27, 2009, and March 4-5, 2009. The participating teachers will be Zita Michalski, Debbie Rhoads, and Catherine Wilson.

Orangethorpe: Approximately 100 sixth grade students will participate in the three-day program, May 4-6, 2009. The participating teachers will be Karen Alvarado, Stacy Hollenbeck, Debbie Kojima, and Christine Stolo.

Pathfinder Ranch:

Pathfinder Ranch provides an integrated, educational program that includes standards-based concentration of scientific concepts. Earth Science classroom and lab preparation will take place prior to the field trip.

Valencia Park: Approximately 89 sixth grade students will participate in the three-day program, March 18-20, 2009. The participating teachers are Gordon Jones, Ann Kozma, Joann Hammer, and Edna Melton.

Thousand Pines Camp:

Prior to the fieldtrip, the students will study approved science curriculum. The field trip is a standards-based field trip that extends the learning of our students in science.

Pacific Drive School: Approximately 70 sixth grade students will participate in the four-day program, April 13-17, 2009. The participating teachers are Heather Flessing, Eileen Kroh, and Terry Schalliol.

Camp High Trails:

Camp High trails is an innovative residential grade school science program. Students will learn about earth science. Prior to the field trip, classroom teachers provide integrated pre-trip instructions to prepare students for achievement at camp.

Raymond School: Approximately 50 sixth grade students will participate in the four-day program, March 10-13, 2009. The participating teachers are Debbie Bristow and Lauren Katayama.

Rolling Hills School: Approximately 65 sixth grade students will participate in the four-day program, November 4-7, 2009. The participating Teachers are Ginger Frady and Aria Saqur.

Rationale: Outdoor education programs provide standards-based science content for students. Participants gain enthusiasm about science and their environment in innovative hands-on settings.

Funding: There is no cost to District and transportation costs are included in the fundraising efforts. Fundraising activities will be conducted by the school sites and follow District Board Policy regarding fundraising. Scholarship funds will be established for those who may have difficulty raising the funds.

Recommendation: Approve 2008/2009 overnight outdoor science school field trips for District teachers and students.

JM:JS:jh

CONSENT ITEM

DATE: October 14, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE STUDENT TEACHING AGREEMENT WITH UNIVERSITY OF LA VERNE COMMENCING OCTOBER 15, 2008

Background: University of La Verne is accredited to provide a teaching program leading to a California credential. The terms and conditions of this agreement are commensurate with those from other universities and colleges. The University will pay the District for providing master teachers to student teachers. The University determines the rate of the stipend, which will be calculated based on the following:

ED 468: Introductory Supervised Teaching- \$100.00 per student teaching assignment for each student in full-day introductory directed teaching. This is a five-week introductory teaching experience completed during the second semester of the program.

ED 478 and SPED 409: Advanced Supervised Teaching- \$200.00 per student teaching assignment for each student in full-day directed teaching. This is a ten-week or full semester for SPED 409 advanced teaching experience completed during the last semester of the program.

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

Funding: Not applicable.

Recommendation: Approve student teaching agreement with University of La Verne commencing October 15, 2008.

MD:cs
Attachment

University of La Verne
School of Education and Organizational Leadership
Supervised Teaching / Fieldwork Agreement

THIS AGREEMENT entered into this day **October 15, 2008, Fullerton Elementary School District**, by and between the University of La Verne through its Dean of the College of Education and Organizational Leadership on behalf of the Board of Trustees hereinafter called the University and, hereafter called the District, referred to in the collective as the Parties.

WITNESSETH

WHEREAS, the University is accredited by the State Board of Education as a teacher education institution and desires to provide teaching experience through directed teaching and/or fieldwork to its students enrolled in the University's teacher training curricula; and

WHEREAS, District agrees to allow University's students to gain the necessary teaching experience by teaching classes at its schools; and

WHEREAS, the parties agree to provide for the payment in money or in services for the services rendered by the District of an amount not to exceed the actual cost to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost of the District of the services rendered by the District;

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

1. The District shall provide teaching experience through directed teaching and fieldwork in schools and classes of the District for students of the University qualified for such assignments and assigned by the University to directed teaching or fieldwork in schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the district and the University through their duly authorized representatives may agree upon.

The District may, in its sole discretion, refuse to accept for directed teaching or fieldwork, any student of the University assigned in the district. Upon request of the District, the University shall terminate the directed teaching or fieldwork assignment of any student of the University in the District.

Directed Teaching, Directed Teaching in Reading, or Fieldwork in teacher education, school counseling, special education, administration and child

development programs as used herein and elsewhere in this agreement mean active participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the District holding valid credential, with a minimum of three years of exemplary teaching, issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the directed teaching or fieldwork are provided.

2. The University will pay the District for the performance by the District of all services required to be performed by the District under this agreement. (The supervised teaching experience ordinarily consists of two different teaching assignments and may take place in two different schools). There is no payment provision for the University's fieldwork assignments that must be completed in the University's coursework.

The number of semester units of directed teaching or fieldwork to be provided for each student of the University assigned to directed teaching or fieldwork under this agreement shall be determined by the University.

3. An assignment of a student of the University to directed teaching or fieldwork in schools or classes of the District shall be at the discretion of the University. A student may be given more than one assignment by the University to directed teaching or fieldwork in such schools or classes. The requirement for directed teaching in reading is the successful completion of specified reading and language arts objectives in a minimum of fifty clock hours. The assignment of a student of the University to directed teaching in the District shall be deemed to be effective for the purposes of this Agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given him by the University effecting such assignments, but not earlier than the date of such assignments as shown on such card or other document.

In the event the assignment of a student of the University to directed teaching is terminated by the University or the District for any reason, the District shall receive payment on account of such student as though there had been no termination of the assignment, except that if such assignment is terminated before half the term of the assignment is completed, the District shall receive payment for an assignment for one-half services only.

4. Within a reasonable time following the close of each semester of the University the District shall submit an invoice, in duplicate, to the University for payment at the rate provided herein, for all students who

participated in directed teaching provided by the District under and in accordance with this Agreement during said semester or quarter.

The District shall attach to the invoice a certificate, in duplicate, executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such directed teaching an amount not less than the amount of the invoice.

2042 Credential Program

ED 468: Introductory Supervised Teaching - \$100.00 per student teaching assignment for each student in full-day introductory directed teaching. This is a five-week introductory teaching experience completed during the second semester of the program. ED 468 Introductory Supervised Teaching students have: passed CBEST, verified TB clearance, verified fingerprint clearance through DOJ clearance or certificate of clearance, completed two university courses.

ED 478 and SPED 409: Advanced Supervised Teaching - \$200.00 per student teaching assignment for each student in full-day directed teaching. This is a ten-week or full semester for SPED 409 advanced teaching experience completed during the last semester of the program. Advanced Supervised Teaching students have: passed CBEST, CSET or verified subject matter competency waiver in an approved single subject area, verified fingerprint clearance through a valid certificate of clearance, verified TB clearance, passed RICA for multiple subject candidates, completed all university coursework.

5. The term of the agreement shall commence on the **15th day of October 2008** and may be terminated by either District or University immediately for cause upon giving written notice to the other party. If not terminated, this contract will remain in effect until a new or either the District or the University requests altered contract.
6. Notwithstanding anything herein contained to the contrary, this Agreement may be terminated and the provisions of this agreement may be altered, changed, or amended, by mutual written consent of both parties hereto.
7. Notwithstanding any other provisions of this agreement, the University shall not be obligated by this agreement to pay the District any amount in excess of a total of Two Hundred (\$200.00) for ED 478 and SPED 409 or One Hundred (\$100.00) per student for ED 468.
8. Parties agree District is not responsible for maintaining workers' compensation coverage for students of the University.

INDEMNIFICATION: The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, servants and employees, of and from any and all liability, claims, demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this agreement by such indemnifying party, or its officers, agents, servants and employees, but only in proportion to and to the extent such liability, claims demands, debts, suits, actions, causes of action, or attorneys fees are caused by or result from the negligent or intentional acts of omissions of either party.

UNIVERSITY shall carry and maintain at least \$1,000,000 per occurrence and \$1,000,000 in General Aggregate commercial general liability insurance and provide DISTRICT with an additional covered party endorsement naming the DISTRICT as an additional covered party. Copies of renewal notices during the term of this contract must be provided to the DISTRICT within five (5) days to keep the contract in force. If you change insurance carriers, DISTRICT must be notified thirty (30) days prior to change.

For purposes of this paragraph, the student teacher shall not be deemed to be an officer, agent, servant, or employee of **UNIVERSITY OF LA VERNE** or **FULLERTON ELEMENTARY SCHOOL DISTRICT**.


The following signature hereby indicates approval of this contract:

University of La Verne

**Fullerton Elementary School
District**

UNIVERSITY

DISTRICT

By  _____

By _____

Dean College of Education and
Organizational Leadership

TITLE

CERTIFICATION

I, the duly appointed and acting Secretary to the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on _____, 2008.

It was moved, seconded and carried that the attached contract with **Fullerton Elementary School District** whereby the University may assign students to the schools in the School District for directed teaching and / or fieldwork, be approved; and the Secretary to the Board is hereby authorized to execute the same.

DISTRICT

COUNTY

BY

TITLE

CONSENT ITEM

DATE: October 14, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Ron Mullins, Supervisor, Purchasing and Stores
SUBJECT: **DECLARE LISTED ITEMS AS SURPLUS NOT SUITABLE FOR SCHOOL PURPOSES AND AUTHORIZE DISTRICT STAFF TO DISPOSE OF ITEMS AT A PUBLIC AUCTION OR BY OTHER MEANS AS ALLOWED IN EDUCATION CODES 17545 AND 17546**

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

The Fiscal Services Department is requesting that obsolete items, which have been collected from District sites, be declared as surplus property and “not suitable for school purposes.” These surplus items were collected from all sites at the direction of site managers. All items have been made available to District employees to claim for school use prior to holding a public auction. The remaining items are designated as “not suitable for school purposes” and offered for sale. For those items that do not sell, the Assistant Superintendent, Business Services requests Board authorization to declare the property is of insufficient value to defray the costs of arranging for another sale and to dispose of said property by other means as allowed by Education Codes 17545 and 17546.

Rationale: The surplus holding areas are nearing capacity and need to be cleaned out after summer pick up throughout the Fullerton School District.

Funding: Not applicable.

Recommendation: Declare listed items as surplus not suitable for school purposes and authorize District staff to dispose of items at a public auction or by other means as allowed by Education Codes 17545 and 17546.

GC:RM:sf
Attachment

Surplus Items 2008/2009

<u>ITEM</u>	<u>QTY</u>
2 Port Switch Box	3
4 Port Switch Box	5
Adobe Photo Deluxe 2.0	1
Apple CD Plus	1
Apple CD SC	1
Apple ligs	1
Apple LC II	1
Apple lie	4
Backup Drive	1
Bed	1
Binders	96
Bookcase	8
Boom box	2
Cabinet	6
Cables and Cords	Assortment
Calculator	1
Camcorder	1
Cart	27
Cassette Player	1
Cassette Recorder	13
CD Player	1
CD-ROM	2
Chair	183
Computer	152
Cubical Sectional Wall	1
Desk	42
Disc Drive	
Divider	1
Drawers	4
Dry Erase Board	3
Fax Machine	2
Fax Overhead	1
File Cabinet	19
File Folders	Approx. 140
Floppy Disc Drive	3
Hard Drive	9
Headphones	3
Headphones- Switch Boards	2
Keyboard	105
Kindergarten Play set	2
Lamp	1
Language Master	1
Laser Disc	1
Microwave Oven	2
Mixer Floor Stand with 1 Bowl & Collies 230V0LTS Hobart Model H-600 Spec 6345 H.P. 1 Phase 1 Cycles 60	1
Mixer Floor Stand with 2 Bowls & Collies 220V0LTS Hobart Model V-1401 Spec 8788 H.P.5 Phase 3 Cycles 60	1
Monitor	64
Mouse	25

ITEM	QTY
Nightstand	1
Notebook	Approx. 30
Oven	3
Overhead Projector Cart	8
Pallet	2
Paper Holder	3
Paper Shredder	1
Peabody Language Dev. Kit	1
Phonograph Tape Player	1
Piano	3
Piano Bench	2
Picnic Table	2
Play Stove	1
Playground Equipment	Assortment
Podium	4
Polaroid Camera	2
PowerUser SCSI tape	1
Printer	82
Projector	4
Record Player	1
Refrigerator	3
Router	4
Scanner	3
Server	1
Slide Projector	1
Speakers	4
Still Picture Projector	19
Student Desk	127
Table	46
Tape Backup	3
Teacher's Desk	11
Telephone	1
Telex case with headphone	2
Three Hole Punch	1
Toner Cartridge	13
Transistor Radio	1
Transparency Maker	1
Tricycle	3
TV	8
Tympanogram	4
Typewriter	1
Typing Stand	2
VCR	6
VGA Cover	24
Walker	1
White Board	2
Wire- RG58A/V Coax Dbl Shield, PVC Black	7 spools
Xerox- Copier Model 5835	1
Yorx Head Unit	20
Zip Drive	9

CONSENT ITEM

DATE: October 14, 2008

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

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

SUBJECT: APPROVE PARTICIPATION AGREEMENT WITH THE MIND RESEARCH INSTITUTE FOR A MATH + MUSIC SOFTWARE PROGRAM AT MAPLE SCHOOL FOR 2008/2009

Background: Maple School requests approval of a participation agreement with the MIND Research Institute. The MIND Research Institute's Math + Music software program has been successfully utilized in the Fullerton School District by Fern Drive teachers for students in grades two through five for the past four years. The Math + Music program is based on over thirty years of research proving the positive connection of music theory to mathematics. Schools participating in the program see strong increases in mathematics proficiency for all subgroups of students. Maple School is prepared to implement the program for students in grades four and five, consisting of self-paced mathematics lessons using software that develops competency in conceptual problem-solving strategies and piano keyboard lessons.

Fullerton School District Technology and Media Services staff have reviewed the required technology specifications and will provide support to the Maple School staff to implement the technology components of the program.

Maple School has secured a sponsorship of \$22,500.00 from Kris Elftman, Mr. and Mrs. Ralph Stern, and the Sperling Foundation to offset the cost of the program.

Rationale: The Maple School focus on student mathematics achievement and staff professional development through the High Priority School Grant (HPSG) will be enhanced by the MIND Research Institute's Math + Music Program.

Funding: The balance of the Agreement and the music program costs for 2008/2009 is \$3,124.75 and is to be paid from Cost Center (116 and 317).

Recommendation: Approve participation Agreement with the MIND Research Institute for a Math + Music software program at Maple School for 2008/2009.

GC:gs
Attachment

MIND

Research Institute

MIND Research Institute PARTICIPATION AGREEMENT

This agreement ("Agreement") is between MIND Research Institute, a California non-profit corporation with a place of business at 3631 South Harbor Boulevard, Suite 200, Santa Ana, California 92704, ("MIND"), and the undersigned client ("Client"). In consideration of the mutual covenants herein, and for valuable consideration received, we agree as follows:

1. **The Program.** MIND has approved Client's application to participate in MIND's ST Math Program ("Program"). The Program includes a license to use computer software developed and owned by MIND ("Software"). The Program, designed to benefit elementary students, includes computer games that utilize a spatial-temporal approach to math concepts and may include the music component. The two program components are known as ST Math and ST Math + Music.
2. **Cooperation.** Client agrees to use its best efforts to implement all of the policies and procedures relating to the Program.
 - a. Client agrees to implement the Program as designated and to use its best efforts to comply with the Program procedures and requirements as specified by MIND.
 - b. Client agrees to take all reasonable steps to ensure that students abide by the procedures and requirements of the Program. Client shall be responsible for student compliance with the Program and for all communications with parents and guardians concerning the Program.
 - c. Client agrees to cooperate with MIND and provide MIND with such reasonable information, assistance, and advice as MIND may request with respect to the development, monitoring, and support of the Program.
 - d. MIND may modify the Program from time to time, including Software upgrades and changes to the procedures. The parties agree to cooperate in the implementation of any changes to the Program.
 - e. MIND will provide Client with a "Published List of Services" specifying the customary Program support services that MIND provides. Client understands and agrees that MIND is not obligated to provide unlimited support services. If Client requires substantially more services than stated in the Published List of Services, MIND may charge Client additional fees for the additional services.
3. **Payment.** Client agrees to make timely payment to MIND for any portion of the fees it has agreed to pay as stated in the fee schedule attached as Exhibit A. If Client is sponsored, Client's sponsor shall pay the fees it has agreed to pay as stated in Exhibit A.
4. **Term and Renewal.** This Agreement shall commence on the date that MIND installs the Software at Client's school ("Installation Date") and shall continue in force for a period of one year. Client may renew the Agreement unless Client is in material breach of the Agreement or has failed to cooperate. Approximately three (3) months prior to each anniversary of the Installation Date, MIND will inform Client via a written proposal for the fees due for the next renewal year. Upon Client's approval of the proposal, the parties will execute a revised Exhibit A, including a new Agreement termination date and the revised Exhibit A will be made part of this Agreement. If Client does not execute the revised Exhibit A, and make full payment for the renewal year, this Agreement shall terminate as of the applicable anniversary date. If Client wishes to add additional students or grades, MIND will provide Client with revised pricing that reflects the change. Client may end its participation in the Program at any time, in Client's sole discretion; however, in the event of early termination, Client shall not receive a refund of fees.
5. **Intellectual Property.** Client understands and agrees that MIND retains ownership of all applicable copyrights, trade secrets, patents, and other intellectual property rights. MIND shall retain ownership of all intellectual property owned by MIND and shared with Client in the course of this Agreement. MIND remains the exclusive owner of all intellectual property rights; Client has no rights in MIND's intellectual property other than to use it as specifically provided in this Agreement, and only for the term of this Agreement. This provision shall survive the termination of the Agreement. Upon termination of the Agreement, for any reason, Client shall remove all copies of the Software and return all printed materials to MIND. Client shall not copy or distribute, share, lend, or otherwise transfer the Software, or other intellectual property owned by MIND to any third party. Client agrees not to modify, reverse engineer, disassemble, or decompile the Software. Client shall not alter or remove any copyright or proprietary notices affixed to materials supplied to Client by MIND.

Client shall have rights to use the property only:

 - a. for educational purposes and not for any commercial purpose
 - b. for the class or classes specified in Exhibit A
 - c. for the number of students specified in Exhibit A
 - d. as specified in this Agreement

- e. as directed by MIND
- f. during the term of this Agreement.

6. **Confidentiality.** Each party agrees that certain information which it may receive from the other party will be confidential information ("Confidential Information") to the disclosing party. The parties shall hold the other party's Confidential Information in strict confidence. Confidential Information includes: (1) information relating to the development of MIND software or other products; (2) information related to the source code of the MIND software; and (3) other information that is marked confidential or proprietary (or, if disclosure is made orally, information that is summarized in writing or other tangible form within fifteen (15) days after such oral disclosure is made). Each party agrees, both during and after the term of this Agreement, to use the Confidential Information of the other party only in furtherance of this Agreement, and not to, directly or indirectly, disclose such Confidential Information, except to persons who have a need to know such Confidential Information in the performance of this Agreement. The parties shall prevent the unauthorized copying, use and/or disclosure of the other party's Confidential Information. This paragraph shall not apply to any information that: (1) becomes known to the general public without a breach of this provision; (2) is disclosed by the owner of the Confidential Information to others without restriction on the disclosure; (3) is obtained from a third party without breach of this provision; or, (4) must be disclosed by law. Each party agrees that the unauthorized use or disclosure of the other party's Confidential Information may cause irreparable injury to the party concerned. Accordingly, both parties agree that the remedy at law for any breach of this paragraph may be inadequate and that the party suffering from the unauthorized use or disclosure shall be entitled to ex parte injunctive relief to prevent any such breach or the threat of such a breach.
7. **Use of Data.** Client authorizes MIND to collect data resulting from Client's participation in the Program, including school and student standardized test data, and to use the data for purposes of MIND's ongoing research and development. The raw data resulting from the Software shall be the property of MIND exclusively. MIND may request that Client authorize MIND to use the names and photographs of participating schools, and other such public information, for promotional and educational purposes only. Such use will comply with Client's guidelines and be included in the fee as stated in Exhibit A. MIND will not use the photographs or names of any participating student for promotional purposes without first obtaining the prior written consent of the student's parents. Further, MIND agrees to maintain the confidentiality of students' personal information.
8. **Delivery and Acceptance.** MIND shall deliver all necessary program material to Client. MIND shall record each delivery in a "Deliverable Receipt" that sets forth the nature and condition of the Deliverables, the medium of delivery, and the date of delivery. If acceptable, Client shall sign the Delivery Receipt to indicate acceptance of the deliverables.
9. **Compliance with Laws.** The parties shall comply with all applicable laws, rules, ordinances, and regulations regarding this Agreement.
10. IN NO EVENT SHALL MIND, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THE USE OF THE PRODUCTS OR PARTICIPATION IN THE PROGRAMS EVEN IF MIND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
11. MIND SPECIFICALLY DISCLAIMS ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PRODUCTS AND PROGRAMS ARE PROVIDED "AS IS". UNDER NO CIRCUMSTANCES SHALL MIND OR ITS LICENSORS BE LIABLE FOR AN AMOUNT GREATER THAN PAYMENTS MADE TO MIND BY CLIENT. FURTHER, MIND SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE UNDER THIS AGREEMENT RESULTING FROM ANY CAUSES BEYOND ITS REASONABLE CONTROL.
12. **Severability.** If any provision of this Agreement is declared illegal, invalid, or unenforceable, all other provisions shall remain in force.
13. **Waiver.** The terms of this Agreement may be waived only in writing. Any delay in enforcing rights shall not be construed as a waiver.
14. **Entire Agreement.** This document contains the entire Agreement between the parties and supersedes any previous understandings or agreements, whether written or oral.
15. **Binding Agreement.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of MIND and Client.
16. **Third Parties.** Client agrees that if the Program or Products include property licensed to MIND by a third party, such third party is a beneficiary of this Agreement and may enforce it directly against Client.
17. **Relationship.** This Agreement shall not place the parties in a relationship of partners, joint venturers, or agency. Neither party shall have the power to obligate the other in any way.

18. **Equitable Relief.** In the event of material breach by either party, the non-breaching party may seek injunctive or other equitable relief in any court of competent jurisdiction. Client acknowledges that the unauthorized use, transfer, or disclosure of the MIND's intellectual property will: (1) substantially diminish the value to MIND's trade secrets, intellectual property and other proprietary interests; (2) render MIND's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (3) cause irreparable injury in a short period of time. If Client breaches its obligations with respect to the use or confidentiality of the materials provided by MIND under this Agreement, MIND shall be entitled to equitable relief to protect its interests, including preliminary and permanent injunctive relief.
19. **Arbitration.** All disputes relating to this Agreement shall be finally settled by arbitration of the American Arbitration Association in Orange County, California. Both parties shall bear equally the cost of the arbitration (exclusive of legal fees and expenses, all of which each party shall bear separately). All decisions of the arbitrators shall be final and binding on both parties and enforceable in any court with jurisdiction.
20. **Governing Law.** The laws of the State of California shall govern this Agreement.
21. **Notices.** All notices shall be in writing and shall be deemed duly given upon delivery to the other party to the address set forth in this Agreement, or as changed by written notification.

The parties so agree.

Signature of Client's Authorized Representative

Name

Title

Client

Address

Date

MIND Research Institute

Name

Signature of Authorized Representative

Title

Date

MIND

Research Institute

Exhibit A to Participation Agreement New Client: First Year Perpetual License Sponsored School

MIND and Client agree to the following fee schedule, terms, and conditions.

First Year Period: September, 2008 to September, 2009.

PO #: _____

See attached Quote Number 2220, dated 09-03-2008.

Please check here if Client is not implementing the MIND Music curriculum: _____

Client understands and agrees that:

1. The attached fee schedule states the fees for Client's first year of participation in the Perpetual License Program, commencing on the date that MIND installs the Software at Client's school ("Installation Date"). It states the portion of the fees that the Client is responsible for, if any, and the portion that will be paid by the third party sponsoring organization (Sponsor) to MIND on the Client's behalf.
2. The Client agrees to maintain the Perpetual License Program by paying the annual mandatory Support and Maintenance Fee ("Support Fee") after the initial Program year (currently \$2,500.00 per school site plus tax; there is no ongoing support fee for the music component).
3. The Support Fee shall be due and payable within 45 days after Client receives MIND's invoice in the subsequent renewal years. The Client is responsible for all Support Fees and will not receive Sponsorship funding to cover them.
4. If Client does not pay the Support Fees within the 45 days, Client shall remove all copies of the Software and return all materials to MIND. If Client does not pay the fees, the Agreement will expire one-year from the Installation Date.
5. All fees are non-refundable.
6. All fees are exclusive of any sales, use, or other applicable taxes.

In return for payment of all or part of the MIND fees by the Sponsor, Client agrees to:

- 1) Fully implement the ST Math or ST Math+Music program ("Program") as recommended by MIND. Full implementation includes, but is not limited to, the following:
 - a) Full participation by teachers in training session;
 - b) Classroom teachers teach/attend the software sessions;
 - c) All grades use software for recommended of time (two 45-minute sessions per week) in order to complete software curriculum;
 - d) If implementing music, music is taught by a professional music instructor;
 - e) If implementing music, in the first year of the program, all grades (grade 5 music is optional) attend music instruction two times per week.
- 2) Be a reference and visitation site. Set up a regular pre-determined schedule of at least two potential days per week when visitors can come to the school and observe students participating in the software and/or music components of the Program. Host one Open House for visitors per semester.

- 3) Participate in research studies on the effectiveness of the ST Math program. These studies may include researchers using pre- and post-test assessment instruments and MIND Research Institute instructional materials with students at the school. This will include access to school and individual student CST data.
- 4) Conduct benchmark assessments periodically during the year as mutually agreed (using assessment instruments chosen by Client) and share the results with MIND for publication.
- 5) Allow its principal, or other staff, when practical, to attend and present (at MIND's request and expense) at MIND or third party seminars and conferences.

The parties so agree.

Signature of Client's Authorized Representative

Print your Name & Title

School Name

School Address

Date

MIND Research Institute

Name

Signature of Authorized Representative

Title

Date

CONSENT ITEM

DATE: October 14, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
PREPARED BY: Marilee Cosgrove, Director, Child Development Services
SUBJECT: **ADOPT RESOLUTION #08/09-05 PROCLAIMING OCTOBER 16, 2008, AS “LIGHTS ON AFTER SCHOOL DAY” FOR THE FULLERTON SCHOOL DISTRICT**

Background: Lights On After School is a national celebration of after school programs and promotes the critical importance of quality after school programs in the lives of children, their families and their communities. This year, “Lights On After School Day” is October 16, 2008.

Rationale: More than 28 million children in the United States have parents who work outside the home, and 14.3 million children have no place to go after school. The Fullerton School District After School Programs service 17 school sites with 1,800 school-age students attending on a daily basis.

Funding: Not applicable.

Recommendation: Adopt Resolution #08/09-05 proclaiming October 16, 2008, as “Lights On After School Day” for the Fullerton School District.

MD:MC:ln
Attachment

FULLERTON SCHOOL DISTRICT
RESOLUTION #08/09-05
PROCLAIMING OCTOBER 16, 2008 AS
LIGHTS ON AFTER SCHOOL DAY

WHEREAS, the Fullerton School District stands firmly committed to quality after school programs and opportunities because they:

- provide safe, challenging, engaging and fun learning experiences to help children and youth develop their social, emotional, physical, cultural and academic skills;
- support working families by ensuring their children are safe and productive after the regular school day ends;
- build stronger communities by involving our students, parents, business leaders and adult volunteers in the lives of our young people, thereby promoting positive relationships among children, youth, families and adults; and
- engage families, schools and diverse community partners in advancing the welfare of our children;

WHEREAS, Fullerton Parks & Recreation, Fullerton School District, Fullerton Boys & Girls Club, and the North Orange County YMCA have provided significant leadership in the area of community involvement in the education and well-being of our youth and grounded in the principle that quality after school programs are key to helping our children become successful adults;

WHEREAS, Lights On After School, a national celebration of after school programs, promotes the critical importance of quality after school programs in the lives of children, their families and their communities;

WHEREAS, more than 28 million children in the United States have parents who work outside the home, and 14.3 million children have no place to go after school;

WHEREAS, many after school programs across the country are facing funding shortfalls so severe that they are being forced to close their doors and turn off their lights;

NOW, THEREFORE, the Fullerton School District Board of Trustees does hereby proclaim

THURSDAY, OCTOBER 16, 2008, AS LIGHTS ON AFTER SCHOOL DAY.

We enthusiastically endorse Lights On After School and commit our school community to engage in innovative after school programs and activities that ensure the lights stay on and the doors stay open for all children after school.

Signed this 14th day of October, 2008 by:

Lynn Thornley, President

CONSENT ITEM

DATE: October 14, 2008

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

FROM: Mark Douglas, Assistant Superintendent, Personnel Services

PREPARED BY: Lourene Happoldt, Director, Student Support Services

SUBJECT: APPROVE/RATIFY 2008/2009 NONPUBLIC SCHOOL CONTRACT WITH CINNAMON HILLS YOUTH CRISIS CENTER FOR SPECIAL EDUCATION STUDENT (MIS ID #2005-00218)

Background: This nonpublic school contract is provided as a source of educational placement out of state for severely emotionally disturbed students who are no longer able to reside with family due to the extreme nature of the student’s mental health disorder. This placement is made in collaboration with Orange County Mental Health (OCMH). OCMH will be responsible for funding the residential costs of this student. Current rates with this school are as follows:

Psychological Services	\$135.00
Speech and Language	\$ 85.00
OT	\$ 85.00
Per Diem	\$160.00

Rationale: This student is currently enrolled in a nonpublic school in Texas. Based upon issues that have occurred with this student, it was necessary to find an alternative placement for this student. This placement is also closer for the parent to visit, which is required by IDEA 2004 and therefore, more cost effective for the District.

Funding: Total cost of this contract is to be in the amount of the individual service contract.

Recommendation: Approve/Ratify 2008/2009 nonpublic school contract with Cinnamon Hills Youth Crisis Center for special education student (MIS ID #2005-00218).

MD:LH:vr

CONSENT ITEM

DATE: October 14, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE SCHOOL INTERNSHIP AGREEMENT BETWEEN ALLIANT INTERNATIONAL UNIVERSITY AND THE FULLERTON SCHOOL DISTRICT COMMENCING OCTOBER 15, 2008

Background: The goal of this agreement is to create a partnership between Alliant International University and the Fullerton School District. This agreement will facilitate the full-time school psychology practicum field training of an unpaid Pupil Personnel Services internship for Leslie Strawn. Ms. Strawn is a third year Masters student in the Pupil Personnel Services Credential Program in School Psychology at Alliant International University.

Rationale: The development of qualified psychologists is essential to the continuance of the District's special services program.

Funding: Not applicable.

Recommendation: Approve school internship agreement between Alliant International University and the Fullerton School District commencing October 15, 2008.

MD:rw
Attachment



RECEIVED

1000 S. Fremont Ave., Unit 5
Alhambra, CA 91803
T 626/284-2777
F 626/284-0550

Student a 22
Fullerton

Lourene Happoldt
Director of Special Education
Fullerton School District
1401 Valencia Drive
Fullerton, CA 92833

Dear Lourene Happoldt, Director of Special Education:

The following agreement is between the *Fullerton School District* (henceforth District) and AIU's Graduate School of Education (henceforth University). The goal of this contract is to document the above partnership between the two entities listed to facilitate the full-time school psychology practicum field training within the structure of an unpaid PPS internship of *Leslie Strawn, M.A.*, a 3rd year student in our PPS Credential Program in School Psychology.

UNIVERSITY ROLE

- Statement # 1** **The University will communicate to the public the availability of the School Psychology Field Practicum program in an effort to attract high quality applicants as potential field practicum students to the school psychology credential program.**
- Statement #2** **The University will inform participating districts of the availability of high quality and qualified (i.e. CBEST completed, subject matter competence verified, BA degree confirmed) school psychology field practicum candidates.**
- Statement #3** **The University will recommend for practicum to the CCTC the qualified candidates selected by participating Districts for school psychology field practicum positions. Candidates will not be allowed to assume a field practicum position until they have completed the University professional course sequence and 450 coursework practicum hours.**
- Statement #4** **The University will work cooperatively with District personnel to reinforce ideas, principles, and practices being conveyed through District pre-service training activities for the selected field**

practicum students that are being held concurrent with the University professional training course sequence.

Statement #5 **The University will assign an Practicum Faculty Liaison (PFL) to support the field practicum teachers during this, their required field experience for obtainiug a PPS Credential.**

Statement #6 **The University PFL will work as part of a collaborative support team with District supervisors.**

Statement #7 **The University will recommend candidates who successfully complete their field practicum teaching experience for the PPS School Psychology Credential.**

DISTRICT ROLE

Statement #1 **The District will communicate to potential field practicum students the availability of the PPS School Psychology District/University field practicum**

Statement #2 **The District will interview qualified candidates sent from the University for potential school psychology field practicum positions**

Statement #3 **The District will provide the selected field practicum with pre-service training and orientation activities.**

Statement #4 **The District will assign a qualified credentialed school psychologist to the field practicum student, either at the District level, at the school site level, or at both levels. This (these) person(s) will work collaboratively with the University PFL assigned to the field practicum student.**

Statement # 5 **The District will not pay the field practicum school Psychologist (s) during their one year field practicum.**

Statement #6 **The District will retain, not retain, or dismiss the field practicum student(s) according to regular practice for new school psychologists.**

Statement #7 **The District will not displace existing school psychologists with field practicum students. Vacancies to accommodate field practicum students will be designated through normal attrition.**

CONSENT ITEM

DATE: October 14, 2008

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

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

SUBJECT: APPROVE WILLIAMS LITIGATION SETTLEMENT UNIFORM COMPLAINT REPORT FOR QUARTER 1 (JULY 1, 2008-SEPTEMBER 30, 2008)

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

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

Rationale: To meet legal mandates.

Funding: Not applicable.

Recommendation: Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 1 (July 1, 2008-September 30, 2008).

MD:cs

CONSENT ITEM

DATE: October 14, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Kathleen Carroll, Director, Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was approved by the Personnel Commission at its meeting on October 2, 2008.

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

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

Recommendation: Approve/Ratify Classified Personnel Report.

KC:ph
Attachment

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 10/2/2008
PRESENTED TO THE BOARD OF TRUSTEES: 10/14/2008

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Elda	Muto	Clerical Asst. I/sub	Add substitute classification	09/23/08	99		999	B17/1
Rosa	Dobies	Instr. Asst./Rec./sub	Add substitute classification	09/08/08	11		999	B11/1
Joan	Caballes	Instr. Asst./Se/sub	Add substitute classification	09/03/08	99		999	B14/1
Catherine	Gonzalez	Instr. Asst./SE I	Change last name from Cuentas	09/16/08	16	3.00		B14/1
Whitney	Steiger	Instr. Asst./SE/sub	Change last name from Shaw	09/03/08	99		999	B14/1
Lorena	Luna	Playground Sup.	Change to regular status	09/02/08	30	1.00	100	B11/1
Monica	Wilson	Playground Sup./sub	Change to substitute status	08/28/08	13		100	B11/1
Edith	Hoffman	Playground Sup.	Decrease hours	09/02/08	30	1.00	100	B11/1
Concepcion	Perez	Playground Sup.	Decrease hours	09/02/08	30	1.00	100	B11/1
Teresa	Perkins	Playground Sup.	Decrease hours	09/02/08	30	1.00	100	B11/1
Carole	Smiley	Playground Sup.	Decrease hours	09/02/08	30	1.00	100	B11/1
Prabha	Sorathia	Playground Sup.	Decrease hours	09/02/08	30	1.00	100	B11/1
Desiree	Patriarca	Secretary	FMLA 9/17 - 10/28/08	09/17/08	55	8.00		
Aurora	Brooks	Instr. Asst./BB	Hire probationary status	08/28/08	17	3.50		B14/1
Joshua	Castaneda	Instr. Asst./SE I	Hire probationary status	09/05/08	13	3.80	120	B14/1
Maria	Reyes Medrano	Playground Sup.	Hire regular status	09/18/08	30	1.00	100	B11/1
Maria	Abrego	Food Services Asst. I/sub	Hire substitute status	09/18/08	90		606	B08/1
Maria	Camarillo Tobar	Playground Sup./sub	Hire substitute status	09/15/08	24		100	B11/1
Liliana	Galvan	Playground Sup./sub	Hire substitute status	09/17/08	28		101	B11/1
Maria	Morales	Playground Sup./sub	Hire substitute status	09/19/08	24		100	B11/1
Magdalen	Ramirez	Playground Sup./sub	Hire substitute status	09/02/08	28		100	B11/1
Ines	Abrego	Bus Driver	New school year bid	08/25/08	56	30.1/wk	565/566	B21/6
Roxana	Avilez	Bus Driver	New school year bid	08/25/08	56	30.6/wk	565/566	B21/6
Diane	Bardwell	Bus Driver	New school year bid	08/25/08	56	25.0/wk	565/566	B21/2
Albert	Barragan	Bus Driver	New school year bid	08/25/08	56	25.0/wk	565/566	B21/2
David	Berdeja	Bus Driver	New school year bid	08/25/08	56	25.0/wk	565/566	B21/2
Rosalva	Cruz	Bus Driver	New school year bid	08/25/08	56	30.0/wk	565/566	B21/6
Yvonne	Esqueda	Bus Driver	New school year bid	08/25/08	56	28.7/wk	565/566	B21/5
Maria Terry	Gonzalez	Bus Driver	New school year bid	08/25/08	56	27.0/wk	565/566	B21/6
Debbie	Javelosa	Bus Driver	New school year bid	08/25/08	56	30.7/wk	565/566	B21/6
Donna	Jensen	Bus Driver	New school year bid	08/25/08	56	27.7/wk	565/566	B21/6
Proceso	Jusay	Bus Driver	New school year bid	08/25/08	56	25.8/wk	566	B21/6
Karen	Kingston	Bus Driver	New school year bid	08/25/08	56	31.2/wk	565/566	B21/6
Ramon	Loza	Bus Driver	New school year bid	08/25/08	56	28.6/wk	565/566	B21/6
Cristi	Medina	Bus Driver	New school year bid	08/25/08	56	27.7/wk	565/566	B21/6
Wendy	Myrick	Bus Driver	New school year bid	08/25/08	56	29.6/wk	565/566	B21/6
Sailasa	Nailava	Bus Driver	New school year bid	08/25/08	56	29.0/wk	565/566	B21/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 10/2/2008
PRESENTED TO THE BOARD OF TRUSTEES: 10/14/2008

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Ana	Navarrete	Bus Driver	New school year bid	08/25/08	56	26.7/wk	565/566	B21/6
Delfia	Orantes	Bus Driver	New school year bid	08/25/08	56	25.0/wk	565/566	B21/4
Reina	Osorio	Bus Driver	New school year bid	08/25/08	56	25.0/wk	565/566	B21/4
Oralia	Pirali	Bus Driver	New school year bid	08/25/08	56	26.3/wk	565/566	B21/6
Khotir	Pou	Bus Driver	New school year bid	08/25/08	56	25.5/wk	565/566	B21/3
Maria	Quinones	Bus Driver	New school year bid	08/25/08	56	27.3/wk	565/566	B21/6
Dorothy	Thom	Bus Driver	New school year bid	08/25/08	56	31.0/wk	565/566	B21/6
Susanna	Vallejo	Bus Driver	New school year bid	08/25/08	56	25.0/wk	565/566	B21/2
Thomas	Vasquez	Bus Driver	New school year bid	08/25/08	56	25.6/wk	565	B21/2
Nina	Wilson	Bus Driver	New school year bid	08/25/08	56	31.7/wk	565/566	B21/6
Fabiola	Gonzalez	After School Site Lead	Resignation	09/19/08	60	24.0/wk	256	B18/2
Maira	Hull	Instr. Asst./Rec.	Resignation	09/30/08	60	19.5/wk	85	B11/3
Jennifer	Barrera	Instr. Asst./SE II A	Resignation	08/27/08	29	6.50	127	B14/6
Dorothy	Ruhnke	School Office Mgr.	Resignation	10/10/08	26	8.00	403	B25/6
Laura	McNary	Instr. Asst./Rec.	Resignation on probation	09/29/08	60	19.5/wk	85	B11/1
Linda	Matsuyama	Instr. Asst./SE/sub	Separation	09/05/08	99		999	B11/1
James	Vinion	Plumber/sub	Separation	09/05/08	53		533	B32/6
Janelle	Boyle	Instr. Asst./SE/sub	Separation - no longer available	09/15/08	99		999	B14/1
Magnolia	Meily	Instr. Asst./SE/sub	Separation - no longer available	09/18/08	99		999	B14/1
Sheri	Dixon	Playground Sup.	Separation - no longer available	09/22/08	13	3.0/wk	100	B11/1
Betsy	Macias	Playground Sup.	Separation - no longer available	09/22/08	13	1.0/wk	100	B11/1
Michelle	Reatiga	Playground Sup.	Separation - no longer available	09/22/08	20	1.50	100	B11/1
Jennifer	DeLeon	Playground Sup./sub	Separation - no longer available	09/08/08	24		100	B11/1
Lorie	Leocadio	Playground Sup./sub	Separation - no longer available	09/22/08	26		100	B11/1
Melanie	Dennis	Sr. Secretary/sub	Separation - no longer available	09/08/08	99		999	B24/6
Inez	Guerra	Sr. Secretary/sub	Separation - no longer available	09/05/08	99		999	B24/6
Peter	Farquhar	Custodian I	Temporary additional hours	08/28/08	22	8.00	542	B17/6
Adao	Garcia	Custodian I	Temporary additional hours	08/28/08	20	3.75	542	B17/2
Alicia	Solis	Custodian I	Temporary additional hours	08/28/08	28	3.75	542	B17/6
Sergio	Saucedo	Instr. Asst./Tech.	Temporary additional hours 8/12-8/15/08	08/12/08	24		117	B14/2
Asha	Ghai	Instr. Asst./Rec.	Temporary transfer from ASP:Fern to Fisler	09/22/08	60	19.5/wk	85	
Andrea	Elias	Instr. Asst./Rec.	Temporary transfer from ASP:R.H. to Fisler	09/08/08	60	19.5/wk	85	
Himashie	Perrera	After School Site Lead	Temporary voluntary reduction of hours	08/20/08	60	6.00	85	B18/4
Misty	Truong	Instr. Asst./SE I	Terminated on probation	09/22/08	20	6.00	122	B14/1
Silvia	Rosa	Instr. Asst./BB	Temporary transfer from ASP:Acacia to Her	09/03/08	60	19.5/wk	85	
Rosario	Pulido	Instr. Asst./BB	Transfer from ASP: Richman to Fern Dr.	09/02/08	60		85	B14/5
Deanna	Padilla	Instr. Asst./Rec.	Transfer from ASP: Sunset to Beechwood	08/28/08	60	19.5/wk	85	B11/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 10/2/2008
PRESENTED TO THE BOARD OF TRUSTEES: 10/14/2008

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Vanessa	DeLaTorre	Instr. Asst./BB	Transfer from ASP:Beechwood to Pac.Dr.	09/02/08	60	19.75/wk	329	B14/2
Samuel	Choi	Instr. Asst./Rec.	Transfer from ASP:Woodcrest to Richman	09/02/08	60	19.5/wk	329	B11/1
Maritza	Saldana	Playground Sup./sub	Transfer from Nicolas/change to sub status	09/04/08	21		100	B11/1
Azucena	Perez-Maldonado	Instr. Asst./Rec.	Transfer from Pre-K: Pac. Dr. to Woodcrest	08/27/08	29	17.5/wk	318	B11/2
Lilian	Barragan	Instr. Asst./BB	Transfer from Pre-K: Richman to V.P.	09/03/08	28	3.50	310	B14/6
Mariann	Martin	Instr. Asst./Rec.	Transfer from Pre-K: V.P. to Richman	09/03/08	25	3.75	392	B11/6
Adam	Bovie	Program Support Spec.	Voluntary reduction of hours	09/01/08	59	25.0/wk	409	B28/1
Louise	McKay	Ed. Media Asst.	Working out of classification	10/01/08	11	5.00	403/302	B19/1

CONSENT ITEM

DATE: October 14, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE THE DISTRICT TO ISSUE A REQUEST FOR QUOTE FROM RELIANCE STANDARD LIFE INSURANCE COMPANY FOR LIFE INSURANCE COVERAGE

Background: The District is seeking approval from the Board of Trustees to request a new insurance quote for life insurance under a unified carrier, Reliance Standard Life Insurance Company. Currently the District is covering managers under a Metropolitan Life Policy equal to their salary at an increased cost per \$1000.00 and for a product of declining value. Classified and certificated staff are covered under a \$72,000.00 declining value policy based upon age.

The District seeks to upgrade the policy and standardize the carrier at no increased cost for classified and certificated non-management staff. The District also seeks to offer a comparable policy to the value of what managers currently have at a reduced rate and under the same carrier as the other employees in the District.

Rationale: The transition to the proposed life insurance policy will save the District on an ongoing basis and offer the employees a significantly improved life insurance benefit.

Funding: Not applicable.

Recommendation: Approve the District to issue a request for quote from Reliance Standard Life Insurance Company for life insurance coverage.

MD:cs

CONSENT ITEM

DATE: October 14, 2008

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

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

SUBJECT: **APPROVE/RATIFY INCOME AGREEMENT NUMBER 33707 FROM THE ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) FOR PROVIDING DREAMWEAVER CUSTOMIZED TECHNOLOGY TRAINING**

Background: As part of the Fullerton School District Mission Statement, community involvement and technology are two areas that are emphasized. School site and District departmental web pages are an essential part of developing the home-school connection, celebrating our successes, and informing parents and the community of news and events. Through the Orange County Department of Education (OCDE) custom training program, the District was able to schedule a single all-day training to help build capacity in knowledge of Dreamweaver for site and District web masters. On October 10, 2008, John Chambers, a noted instructor at the Pasadena Art Center College of Design, led the Dreamweaver training.

Rationale: It is essential that the District and school site web masters update their web pages to provide the latest news to students, parents, and the community. Dreamweaver is the application used to update and modify web pages. Every year, OCDE provides school districts with California Technology Assistance Project (CTAP) Certificates to help cover the costs of educational technology training. This Dreamweaver training is consistent with the goals of the District and usage of CTAP Certificates.

Funding: The total cost of the training is \$750.00 and will be paid-in-full with CTAP Certificates.

Recommendation: Approve/Ratify Income Agreement number 33707 from the Orange County Department of Education (OCDE) for providing Dreamweaver customized technology training.

JM:TL:bw
Attachment

INCOME AGREEMENT
FULLERTON SCHOOL DISTRICT

This AGREEMENT is hereby entered into this 24th day of September, 2008, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the Fullerton School District, 1401 West Valencia Drive, Fullerton, California 92833, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, DISTRICT is in need of such special services and advice related to technology training; and

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

NOW, THEREFORE, the parties hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described work and SUPERINTENDENT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, SUPERINTENDENT shall perform the following services for DISTRICT'S staff:

1.1 Provide "Dreamweaver" customized technology training.

2.0 TERM. This AGREEMENT shall commence on October 10, 2008, and end on October 10, 2008.

3.0 COMPENSATION. DISTRICT agrees to pay the SUPERINTENDENT for services satisfactorily performed pursuant to Section 1.0 of this

1 AGREEMENT a total sum not to exceed Seven hundred fifty dollars
2 (\$750.00), which shall be paid by California Technology Assistance
3 Project (CTAP) Certificates issued by SUPERINTENDENT. Payment shall
4 be mailed to: Orange County Superintendent of Schools, Attn:
5 Accounting Manager, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa,
6 California 92628-9050, or at such other place as SUPERINTENDENT may
7 designate in writing.

8 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
9 this AGREEMENT, shall be and act as an independent contractor.
10 SUPERINTENDENT understands and agrees that he/she and all of his/her
11 employees shall not be considered officers, employees or agents of
12 the DISTRICT, and are not entitled to benefits of any kind or nature
13 normally provided employees of the DISTRICT and/or to which
14 DISTRICT'S employees are normally entitled, including, but not
15 limited to, State Unemployment Compensation or Workers' Compensation.
16 SUPERINTENDENT assumes the full responsibility for the acts and/or
17 omissions of his/her employees or agents as they relate to the
18 services to be provided under this AGREEMENT. SUPERINTENDENT shall
19 assume full responsibility for payment of all federal, state and
20 local taxes or contributions, including unemployment insurance,
21 social security and income taxes with respect to SUPERINTENDENT'S
22 employees.

23 5.0 HOLD HARMLESS/INDEMNIFICATION.

24 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
25 harmless DISTRICT, its Governing Board, officers, agents, and
employees from liability and claims of liability for bodily injury,

1 personal injury, sickness, disease, or death of any person or
2 persons, or damage to any property, real personal, tangible or
3 intangible, arising out of the negligent acts or omissions of
4 employees, agents or officers of SUPERINTENDENT or the Orange County
5 Board of Education during the period of this AGREEMENT.

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

14 6.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
15 AGREEMENT shall not be assigned by the DISTRICT without prior written
16 approval of SUPERINTENDENT.

17 7.0 TOBACCO USE POLICY. In the interest of public health, the
18 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
19 use of any tobacco products are prohibited in buildings and vehicles,
20 and on any property owned, leased or contracted for by the
21 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
22 abide with conditions of this policy could result in the termination
23 of this AGREEMENT.

24 8.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
25 they will not engage in unlawful discrimination in employment of
persons because of race, color, religious creed, national origin,

1 ancestry, physical handicap, medical condition, marital status, or
2 sex of such persons.

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

11 10.0 NOTICE. All notices or demands to be given under this
12 AGREEMENT by either party to the other, shall be in writing and given
13 either by: (a) personal service or (b) by U.S. Mail, mailed either by
14 registered or certified mail, return receipt requested, with postage
15 prepaid. Service shall be considered given when received if
16 personally served or if mailed on the third day after deposit in any
17 U.S. Post Office. The address to which notices or demands may be
18 given by either party may be changed by written notice given in
19 accordance with the notice provisions of this section. At the date of
20 this AGREEMENT, the addresses of the parties are as follows:

21 DISTRICT: Fullerton School District
22 1401 West Valencia Drive
23 Fullerton, California 92833
24 Attn: _____

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

1 11.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to
2 seek redress for violation of, or to insist upon, the strict
3 performance of any term or condition of this AGREEMENT shall not be
4 deemed a waiver by that party of such term or condition, or prevent a
5 subsequent similar act from again constituting a violation of such
6 term or condition.

7 12.0 SEVERABILITY. If any term, condition or provision of this
8 AGREEMENT is held by a court of competent jurisdiction to be invalid,
9 void, or unenforceable, the remaining provisions will nevertheless
10 continue in full force and effect, and shall not be affected,
11 impaired or invalidated in any way.

12 13.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
13 shall be governed by the laws of the State of California with venue
14 in Orange County, California.

15 14.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
16 attached hereto constitute the entire agreement among the Parties to
17 it and supersedes any prior or contemporaneous understanding or
18 agreement with respect to the services contemplated, and may be
19 amended only by a written amendment executed by both Parties to the
20 AGREEMENT.

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IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: FULLERTON SCHOOL
DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
Authorized Signature

BY: *Patricia McCaughey*
Authorized Signature

PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: September 24, 2008

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ZIP9

ACTION ITEM

DATE: October 14, 2008

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

SUBJECT: **HOLD PUBLIC HEARING AND ADOPTION OF RESOLUTION #08/09-04 DETERMINING STEPS TO ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS AND CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS FOR 2008/2009**

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

Notice of the public hearing was posted on October 1, 2008 at the Hunt Library, Fullerton School District Office, Acacia School, Beechwood School, Commonwealth School, Fern Drive School, Fisler School, Golden Hill School, Hermosa Drive School, Laguna Road School, Maple School, Orangethorpe School, Pacific Drive School, Raymond School, Richman School, Rolling Hills School, Sunset Lane School, Valencia Park School, Woodcrest School, Ladera Vista Jr. High School, Nicolas Jr. High School, Parks Jr. High School. Press releases were sent to the Los Angeles Times, Orange County Register, Korean Times, Korean Central Daily News and the Fullerton Observer.

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

Funding: Not applicable.

Recommendation: Hold Public Hearing and Adoption of Resolution #08/09-04 determining steps to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2008/2009.

JM:nm
Attachment

FULLERTON SCHOOL DISTRICT
BOARD OF TRUSTEES

RESOLUTION 08/09-04 DETERMINING STEPS TO ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS AND CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS FOR 2008/2009

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

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

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

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

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

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

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

WHEREAS, a public hearing was held on October 14, 2008, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

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

- (i) Mathematics,
- (ii) Science,
- (iii) History-social science,
- (iv) English / language arts, including the English language development component of an adopted program.

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

NOW, THEREFORE BE IT RESOLVED, that the Governing Board makes the determination that each pupil of the District, has available sufficient textbooks and instructional materials, or both, that are

aligned to the content standards adopted pursuant to Education Code Section 60605 in each subject listed above, consistent with the content and cycles of the curriculum framework adopted by the California State Board and adopted by this Board in accordance with the procedures as established.

BE IT FURTHER RESOLVED, that for the 2008/2009 school year, the Fullerton School District, has provided each pupil with sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 in each subject listed above, consistent with the content and cycles of the curriculum framework adopted by the California State Board for those subjects.

BE IT FURTHER RESOLVED, that for the 2008/2009 school year, that the Governing Board of the Fullerton School District hereby certifies that as of this date, each pupil in the District in kindergarten through grade eight has been provided with a standards-aligned textbook or basic instructional materials purchased from the approved standards-aligned adoption list in the areas of history/social science, mathematics, reading/language arts, science, and to each pupil enrolled in a foreign language or health course.

Ayes:

Noes:

Absent:

I, Mitch Hovey Ed.D., Secretary to the Board of Trustees of the Fullerton School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the regular meeting thereof held on the 14th day of October 2008, and passed by a _____ vote of said Board.

IN WITNESS WHEREOF this 14th day of October 2008.

Lynn Thornley, President
Fullerton School District

Mitch Hovey Ed, D., Secretary
Fullerton School District

Resolution: #08/09-04

9/18/08nm

ADMINISTRATIVE REPORT

DATE: October 14, 2008

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

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

SUBJECT: **FIRST READING OF BOARD POLICIES AS LISTED:**

Board Policy 1312.3 Uniform Complaint Procedures Concerning Educational Programs

Background: In reviewing the Section 4000 Personnel Board Policies, it is time to update the attached Board Policies to reflect current laws and regulations.

The purpose of this Administrative Report will be to afford Board members the opportunity to ask questions, receive clarification and propose revisions prior to the adoption of these Board Policies at the October 28, 2008 Board Meeting.

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

Funding: Not applicable.

Recommendation: Not applicable.

MD:cs
Attachment

FULLERTON SCHOOL DISTRICT

ALL PERSONNEL

Policy No.: 1312.3

Uniform Complaint Procedures Concerning Educational Programs- Page 1

Board Adopted:

The Board of Trustees recognizes that the District has primary responsibility for ensuring that it complies with state and federal laws and regulations governing educational programs. The District shall investigate and seek to resolve complaints at the local level. The District shall follow Uniform Complaint Procedures pursuant to state regulations when addressing complaints alleging unlawful discrimination or failure to comply with the law in consolidated categorical programs, child care and development programs, child nutrition programs and special education programs.

The District shall follow Uniform Complaint Procedures when addressing complaints alleging unlawful discrimination against any protected group as identified under Education Code 200 and 220 and Government Code 11135, including actual or perceived sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, or age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any District program or activity that received or benefits from state financial assistance.

Complaints concerning special education programs shall be addressed in accordance with the regulations and procedures set forth in Federal Law and the State Education Code which are included in the North Orange County Special Education Local Plan. The Uniform Complaint Procedures are included in the Parents Rights which are provided to the parent/guardian during the referral and Individualized Education Plan processes.

The Board of Trustees prohibits retaliation in any form for the filing of the complaint, the reporting of instances of discrimination, or for participation in complaint procedures. Such participation shall not in any way affect the status, grades, or work assignments of the complainant.

The Board of Trustees acknowledges and respects student and employee rights to privacy. Complaints shall be investigated in a manner that protects these rights. The identity of any complainant shall be kept as confidential as appropriate.

The Superintendent or designee shall ensure that employees designated to receive and investigate complaints are knowledgeable about the laws and programs for which they are responsible. Such employees may have access to legal counsel as determined by the Superintendent or designee.

Compliance Officer(s)

The Board designates the Assistant Superintendent of Personnel Services, 1401 West Valencia Drive, Fullerton, California 92833, (714) 447-7450 as the District's compliance officer to receive complaints, direct investigation of complaints, maintain records of complaints and subsequent related actions, and ensure District compliance with law.

FULLERTON SCHOOL DISTRICT

ALL PERSONNEL

Policy No.: 1312.3

Uniform Complaint Procedures Concerning Educational Programs-Page 2

Board Adopted:

Notifications

The Superintendent or designee shall meet the notification requirements of the Code of Regulations, Title 5, Section 4622, including the annual dissemination of District **Uniform** Complaint Procedures and information about available appeals, civil law remedies, and conditions under which the complaint may be taken directly to the California Department of Education. This notification must be (a) in English; (b) in the primary language of the students when 15% or more of the students in a school speak that language; or (c) in the mode of communication of the recipient of the notice.

Legal Reference:	Education Code	
	200-262.3	Prohibition of discrimination
	8200-8498	Child care and development programs
	49490-49560	Child nutrition programs
	52000-52049.1	School improvement programs
	52800-52863	School-based coordinated programs
	54000-54041	Economic impact aid programs
	56000-56885	Special education programs
	64000	Consolidated application process
	Code of Regulations, Title 5	
	3080	Application of sections 4600-4671
	4600-4671	Uniform Complaint Procedures

ADMINISTRATIVE REPORT

DATE: October 14, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Jennifer Shepard, Director, Educational Services
SUBJECT: PRESENTATION OF DISTRICT RESPONSE TO INTERVENTION (RtI) MODEL

Background: The Fullerton School District is committed to supporting all students in attaining academic proficiency. As an integral part of that goal, schools are implementing the Response to Intervention (RtI) model to support student achievement efforts.

Rationale: Educational Services and Student Support Services staff will present an overview of Response to Intervention (RtI) efforts in the Fullerton School District. This review will include an understanding of RtI components, specific examples from the instructional program, and corresponding District initiatives that support RtI.

Funding: Not applicable.

Recommendation: Not applicable.

JM:JS

ADMINISTRATIVE REPORT

DATE: October 14, 2008

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

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

SUBJECT: **PRESENTATION OF PROJECT TIES PROGRAM THROUGH THE ENHANCING EDUCATION THROUGH TECHNOLOGY (EETT) GRANT**

Background: Enhancing Education Through Technology (EETT) is a Federal grant that promotes technology integration in the curriculum. Fullerton School District was awarded a Round 4 EETT grant for Project TIES (Technology Integration Enhancing Science). This program, focused on science instruction in grades 4-8, included the integration of laptops, Proscopes (USB microscopes), PASCO probeware, and online resources. In the two active years of this grant, the District was able to utilize over \$1.3 million to help transform science education.

The purpose of this report will be to afford Board Members the opportunity to hear a summary of this two-year program and its effect on 21st century teaching and learning.

Rationale: It is important to continuously monitor and evaluate all the programs in the District. Through this presentation, Board Members and the public will get an understanding of how Project TIES has successfully been aligned with the District's goals of enhancing teaching and learning through 21st century skills and technology tools.

Funding: Not applicable.

Recommendation: Not applicable.

JM:TL:bw