

Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 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 Consent Agenda and Closed Session, 5:30 p.m. Regular Open Session, in the District Board Room located at 1401 West Valencia Drive, unless otherwise noted. The 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 (10) working days before the scheduled meeting date. The Superintendent/designee shall decide 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 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. 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. Comments related to the published agenda shall be limited to 3 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. Public comment will be allowed on items on the agenda at the time each item is considered.

CONSENT ITEMS - The consent calendar is approved at the 4:30 p.m. session of the Board prior to going into Closed Session. 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 at the Regular meeting at 5:30 p.m.

AMERICANS WITH DISABILITIES ACT - In compliance with the Americans with Disabilities Act, if you need 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.

FULLERTON SCHOOL DISTRICT
Regular Meeting of the Board of Trustees
Tuesday, October 9, 2007
District Board Room, 1401 W. Valencia Drive, Fullerton, CA 92833
4:30 p.m. Consent Agenda and Closed Session
5:30 p.m. Regular Open Session
Agenda

Call to Order and Pledge of Allegiance

Public Comments

4:30 p.m. - 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 Assignment of 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 822B0098 through 822B0101, 822C0036 through 822C0041, 822D0208 through 822D0241, 822M0101 through 822M0112, 822R0265 through 822R0307, 822S0046, 822V0045 through 822V0051, and 822X0264 through 822X0327 for the 2007/08 fiscal year.
- 1d. Approve/ratify Food Services purchase orders numbered 100136 through 100197 for 2007/2008.
- 1e. Approve/ratify warrants numbered 58858 through 59078 for the 2007/2008 school year in the amount of \$1,890,809.98.
- 1f. Approve/ratify Food Services warrants numbered 5623 through 5627 in the amount of \$367,099.30 for the 2007/2008 school year.
- 1g. Adopt Resolution #07/08-08 proclaiming October 22-26, 2007 as "Red Ribbon Week."
- 1h. Ratify agreement for the 2007-2008 school year for provision of Orange County Friday Night Live Partnership Services Program at Laguna Road School and Nicolas Junior High School – Agreement #31915.
- 1i. Approve submission for the Teacher Recruitment and Retention Plan (TRRP) Funding Program for the 2007-2008 school year.
- 1j. Approve the amendment of the Off Site Cohort Agreement with California State University, Fullerton for the Master of Science in Reading Education through June 30, 2009.
- 1k. Approve to re-designate the Director of Business Services as non-senior management.
- 1l. Approve Telecommunications of Orange County (TOC) agreement for 2007-08.

- 1m. Approve/ratify Jackie Pearce, Principal, Fisler School, to attend the Interactive Technology in Education (ITiE) Symposium October 8-10, 2007 in London, England.
- 1n. Approve Memorandum of Understanding between the Fullerton School District and the Fullerton Public Library for the purpose of supporting Prime Time Family Reading Time Program during the 2007-2008 school year.

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>
Click the link above to view the calendar on-line

Approve Minutes

Regular meeting on September 25, 2007

4:45 p.m. (time approximate) Recess to Closed Session – Agenda:

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

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

Introductions/Recognitions

ASB Reports: Ladera Vista Junior High School, Nicolas Junior High School, Parks Junior High School

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

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.

Budget Study Session

Dr. Gary Cardinale and Ms. Becky Silva will lead a study session of District revenues for the 06/07 and 07/08 fiscal years. All funds including the General Fund will be reviewed.

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

Adjournment

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, October 23, 2007, 4:30 p.m. Consent Agenda and Closed Session, 5:30 p.m. Regular Open Session, in the Board Room at 1401 W. Valencia Drive, Fullerton.

CONSENT ITEM

DATE: October 9, 2007

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

FROM: Mark L. Douglas, Assistant Superintendent
Personnel Services

SUBJECT: APPROVE/RATIFY ASSIGNMENT OF CERTIFICATED PERSONNEL
REPORT

Background: The following document reflects new hires, a promotion, an end of temporary assignment, a resignation, Speech Therapist final installment stipend and Step up to Writing stipend.

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/ratify Assignment of Certificated Personnel Report.

MLD:rw
Attachment

**FULLERTON SCHOOL DISTRICT ASSIGNMENT OF CERTIFICATED PERSONNEL PRESENTED
TO THE BOARD OF TRUSTEES ON October 9, 2007**

NEW HIRES

NAME/NAMES	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Nicole Drew	Substitute Teacher	Employ	100	09/17/07
Linda Ho	Substitute Teacher	Employ	100	09/20/07
Kristine Iwai	Substitute Teacher	Employ	100	09/26/07
Andy Kim	Substitute Teacher	Employ	100	09/25/07
Leslie Parrott	Substitute Teacher	Employ	100	09/20/07
Angela Platon	Substitute Teacher	Employ	100	09/25/07
Katie Schwab	Substitute Teacher	Employ	100	09/25/07
Brittany Swanek	Substitute Teacher	Employ	100	09/19/07
Leslie Taylor	Substitute Teacher	Employ	100	09/26/07
Marilyn Van Herk	Substitute Teacher	Employ	100	09/17/07
Sara White	Substitute Teacher	Employ	100	09/25/07
Elaine Hill	PE/Nicolas	II/1	100	09/24/07
Jaime McLellan	PE (50%)/Beechwood	II/1	100	09/24/07
Dennis Perry	Asst. Principal/Nicolas	V/I	403	08/01/07
Katina Rhodes	Asst. Principal/Ladera Vista	V/H	403	08/01/07

PROMOTION

Erik Bagger	Asst. Principal/Parks	V/F	403	08/01/07
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RESIGNATION

Lori Phillips	Grade 1/Raymond	Resign		09/17/07
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END OF TEMPORARY ASSIGNMENT

Jonel Lancaster	Grade 5(40%)/Orangethorpe	End of Temp. Assignment		09/28/07
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**FULLERTON SCHOOL DISTRICT ASSIGNMENT OF CERTIFICATED PERSONNEL PRESENTED
TO THE BOARD OF TRUSTEES ON October 9, 2007**

SPEECH THERAPIST \$2500 THIRD YEAR STIPEND

Evelyn Belleau	Speech/Nicolas	Approve	08/28/07
Alexander Fotinakes	Speech/Nicolas	Approve	08/28/07
John Huh	Speech/Commonwealth	Approve	08/28/07
Sara Rhyne	Speech/Parks	Approve	12/05/07

**STEP UP TO WRITING TRAINING STIPEND \$150.00 PER DAY
August 23-24, 2007**

Fisler

Budget # 0130430101-1101

Linda Beecher	\$300	08/23/07– 08/24/07
Elizabeth Ellison	\$300	08/23/07– 08/24/07
Julienne Lee	\$300	08/23/07– 08/24/07
Mary Smith	\$300	08/23/07– 08/24/07

Ladera Vista

Budget # 0136417101-1101

Darcy Blake	\$300	08/23/07– 08/24/07
Kimberly Blashaw	\$300	08/23/07– 08/24/07
Patricia Clayton	\$150	08/23/07
Carlos Donnelly	\$150	08/23/07
David Garcia	\$300	08/23/07– 08/24/07
Lynda Hodges	\$300	08/23/07– 08/24/07
Connie Learn	\$300	08/23/07– 08/24/07
John MacMurray	\$300	08/23/07– 08/24/07
Jennifer Maloney	\$300	08/23/07– 08/24/07
Joy Porter	\$300	08/23/07– 08/24/07
Jenny Rovira	\$300	08/23/07– 08/24/07
Amy Trauscht	\$300	08/23/07– 08/24/07

Nicolas

Budget # 0130420101-1101

Paul Clemente	\$300	08/23/07– 08/24/07
Helen Flores	\$150	08/23/07
Susan Johnson-Wells	\$300	08/23/07– 08/24/07
Nancy Mizuno	\$150	08/23/07
Marisa Ortega	\$300	08/23/07– 08/24/07
Michelle Vozenilek	\$300	08/23/07– 08/24/07
Anthony Wilson	\$300	08/23/07– 08/24/07
Linda Wingfield	\$300	08/23/07– 08/24/07

**FULLERTON SCHOOL DISTRICT ASSIGNMENT OF CERTIFICATED PERSONNEL PRESENTED
TO THE BOARD OF TRUSTEES ON October 9, 2007**

**STEP UP TO WRITING TRAINING STIPEND \$150.00 PER DAY CONTINUED
August 23-24, 2007**

Parks

Budget # 0136423101-1101

Joyce Bleker	\$300	08/23/07– 08/24/07
Karen Gaither	\$300	08/23/07– 08/24/07
Tricia Hyun	\$300	08/23/07– 08/24/07
Phil Ling	\$150	08/23/07
Andy O'Conner	\$300	08/23/07– 08/24/07
Stephanie Powers	\$300	08/23/07– 08/24/07
Chris Quarnstrom	\$300	08/23/07– 08/24/07
Belle Sprague	\$300	08/23/07– 08/24/07

This is to certify that this is an exact copy of the Assignment of Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on October 9, 2007.

Clerk/Secretary

CONSENT ITEM

DATE: October 9, 2007
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, gifts designated for a specific school are approved for acceptance at that school by the District Superintendent. 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 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:es
Attachment

FULLERTON SCHOOL DISTRICT***Gifts – October 9, 2007***

<u>SCHOOL</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
District	Starbucks Coffee Mark Watanabe/Amanda	Donation of fifteen (15) gallons of coffee, coffee cups, creamer, and sugar for the Districtwide Welcome Back Celebration
District	Arrowhead Drinking Water	Donation of fifteen (15) cases of bottled water for the Districtwide Welcome Back Celebration
District	Costco Kerry Stock	Donation of water, juice and breakfast items for the Districtwide Welcome Back Celebration
District	Sawyer & Company Tom Sawyer	Donation of six hundred (600) burritos for the Districtwide Welcome Back Celebration
District	Swift Produce Bill Crutchfield/Mike Randazzo	Donation of assorted fresh fruits for the Districtwide Welcome Back Celebration
Fisler	Peter and Karen Park	Hewlett Packard printer
Fisler	Charles and Joanne Yoo	Hewlett Packard printer
Pacific Drive	Fullerton Presbyterian Church	Monetary donation of \$1,000.00 towards the Accelerated Reader Program
Parks Junior High	Gemini Specialty Optics, Inc	Monetary donation of \$325.00 towards the Technology Program

CONSENT ITEM

DATE: October 9, 2007

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

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

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED 822B0098 THROUGH 822B0101, 822C0036 THROUGH 822C0041, 822D0208 THROUGH 822D0241, 822M0101 THROUGH 822M0112, 822R0265 THROUGH 822R0307, 822S0046, 822V0045 THROUGH 822V0051, AND 822X0264 THROUGH 822X0327 FOR THE 2007/08 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 822B0098 THROUGH 822B0101, 822C0036 THROUGH 822C0041, 822D0208 THROUGH 822D0241, 822M0101 THROUGH 822M0112, 822R0265 THROUGH 822R0307, 822S0046, 822V0045 THROUGH 822V0051, AND 822X0264 THROUGH 822X0327 for the 2007/08 fiscal year.

GC:dlh
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 10/09/2007

FROM 08/28/2007 TO 09/10/2007

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
822B0098	HOLT RINEHART AND WINSTON INC	1,811.82	1,811.82	0138055101 4100	Instructional Material K 8 / Textbooks
822B0099	LEARNING PLUS ASSOCIATES	1,736.26	1,736.26	0121228101 4310	Title I Valen Park Primary / Materials and Supplies Instr
822B0100	SOPRIS WEST	93.61	93.61	0130430101 4310	SBCF Instructional Fisler / Materials and Supplies Instr
822B0101	HUGHTON MIFFLIN COMPANY	794.82	794.82	0109715109 4310	Suppl Grant Support Golden Hil / Materials and Supplies
822C0036	SOLUTION TREE LLC	615.00	615.00	0121252101 5210	Title I District Instruction / Conferences and Meetings
822C0037	CALIFORNIA PUBLIC EMPLOYERS	550.00	550.00	0152151749 5210	Personnel Serv Certificated DC / Conferences and Meeti
822C0038	PIHF MANAGEMENT SOLUTIONS	100.00	100.00	0151354341 5210	Health Services / Conferences and Meetings
822C0039	SCHOOL SERVICES OF CALIFORNIA	175.00	175.00	0124654221 5210	Special Ed IDEA Personnel Dev / Conferences and Meet
822C0040	ORANGE CNTY DEPARTMENT OF EDU	150.00	150.00	0121252101 5210	Title I District Instruction / Conferences and Meetings
822C0041	AMERICAN RED CROSS	200.00	200.00	0139252101 5210	Prop 10 OC Families Instr / Conferences and Meetings
822D0208	SCHOOL SPECIALTY	86.61	86.61	0110229109 4310	Instruction Woodcrest DC / Materials and Supplies Instr
822D0209	SUPPLY MASTER	430.83	430.83	0110229109 4310	Instruction Woodcrest DC / Materials and Supplies Instr
822D0210	OFFICE DEPOT BUSINESS SERVICE	96.65	96.65	0110222109 4310	Instruction Pacific Drive DC / Materials and Supplies Ins
822D0211	OFFICE DEPOT BUSINESS SERVICE	53.86	53.86	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
822D0212	CDW.G	494.57	494.57	0136415101 4310	Golden Hill Discr Block Grant / Materials and Supplies I
822D0213	ORIENTAL TRADING COMPANY	223.91	223.91	0110230109 4310	Instruction Fisler DC / Materials and Supplies Instr
822D0214	SCIENCE KIT AND BOREAL LABORAT	14,286.63	14,286.63	0109555109 4310	Beckman Science Instructional / Materials and Supplies I
822D0215	SARGENT WELCH/CENCO	168.03	168.03	0109555109 4310	Beckman Science Instructional / Materials and Supplies I
822D0216	SCHOOL SPECIALTY	194.14	194.14	0109555109 4310	Beckman Science Instructional / Materials and Supplies I
822D0217	DELTA EDUCATION	264.94	264.94	0140155239 4310	Curriculum Development Discret / Materials and Supplic
822D0218	FLINN SCIENTIFIC	238.81	238.81	0140155239 4310	Curriculum Development Discret / Materials and Supplic
822D0219	OFFICE DEPOT BUSINESS SERVICE	50.69	50.69	0110230109 4310	Instruction Fisler DC / Materials and Supplies Instr
822D0220	TEACHERS' DISCOUNT	1,020.97	721.55	0112154101 4310	Special Day Class Severe / Materials and Supplies Instr
			299.42	0114154101 4310	Designated Instruction Severe / Materials and Supplies I

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FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 10/09/2007

FROM 08/28/2007 TO 09/10/2007

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
822D0221	OFFICE DEPOT BUSINESS SERVICE	103.29	103.29	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
822D0222	VIRCO MANUFACTURING CORPORAT	708.74	708.74	0136418101 4310	Laguna Road Discr Block Grant / Materials and Supplies
822D0223	OFFICE DEPOT BUSINESS SERVICE	521.24	521.24	0110218109 4310	Instruction Laguna Road DC / Materials and Supplies In
822D0224	STAPLES 025724519	45.23	45.23	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
822D0225	SOUTHWEST SCHOOL SUPPLY	558.57	558.57	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
822D0226	OFFICE DEPOT BUSINESS SERVICE	173.78	173.78	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
822D0227	STOKES PUBLISHING COMPANY	105.98	105.98	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
822D0228	SUPPLY MASTER	187.23	187.23	0110229109 4310	Instruction Woodcrest DC / Materials and Supplies Instr
822D0229	SUPPLY MASTER	1,265.29	1,265.29	0110218109 4310	Instruction Laguna Road DC / Materials and Supplies In
822D0230	CHILDCRAFT EDUCATION	220.93	220.93	0109715109 4310	Suppl Grant Support Golden Hil / Materials and Supplie
822D0231	OAK TREE PRODUCTS	199.34	199.34	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
822D0232	BARRETT ROBINSON INC	548.18	274.09	0167050859 4310	Facilities DC / Materials and Supplies Instr
			274.09	2567230851 4310	Fac Growth Dev Fees Fisler / Materials and Supplies In
822D0233	SOUTHWEST SCHOOL SUPPLY	58.19	58.19	0130425101 4310	SBCP Instr Richman / Materials and Supplies Instr
822D0234	SPRINT PCS	431.00	431.00	0109712109 4350	Suppl Grant Support Commonwlth / Materials and Supp
822D0235	BARRETT ROBINSON INC	2,702.56	637.01	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
			2,065.55	0110323109 6410	Reimburse Parks Disc / New Equip Less Than \$10,000
822D0236	CANNON SPORTS INC	103.00	103.00	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
822D0237	CAROLINA BIOLOGICAL SUPPLY COM	2,860.71	2,860.71	0109555109 4310	Beckman Science Instructional / Materials and Supplies
822D0238	SILICON MOUNTAIN MEMORY INC	161.58	161.58	0130927101 4310	Ed Tech Supp Grant Sunset Lane / Materials and Suppli
822D0239	SILICON MOUNTAIN MEMORY INC	86.22	86.22	0110210109 4310	Instruction Acacia DC / Materials and Supplies Instr
822D0240	GOV CONNECTION	675.33	675.33	0110230109 4310	Instruction Fisler DC / Materials and Supplies Instr
822D0241	LEARNING ZONE EXPRESS	44.61	44.61	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
822M0101	GRAINGER INC, WW	2,034.32	2,034.32	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs

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FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 10/09/2007

FROM 08/28/2007 TO 09/10/2007

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
822M0102	MILWAUKEE TOOLS	44.32	44.32	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
822M0103	SCHOOL SPECIALTY	355.58	355.58	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
822M0104	TRI BEST CHALKBOARD	2,563.37	2,563.37	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
822M0105	GEARY PACIFIC SUPPLY	2,400.94	2,400.94	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
822M0106	KENT'S CONSTRUCTION	600.00	600.00	0153353819 5800	Plant Maintenance DC / Other Contracted Services
822M0107	DECORE-ATIVE SPECIALTIES	369.56	369.56	2367710851 6200	CC Facilities Acacia / Buildings and Improve of Build
822M0108	DECORE-ATIVE SPECIALTIES	323.02	323.02	2367727851 6200	CC Facilities Sunset Lane / Buildings and Improve of Bu
822M0109	BUENA PARK PLAQUE AND TROPHY	106.67	106.67	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
822M0110	ADA WAREHOUSE	810.84	810.84	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
822M0111	FERGUSON ENTERPRISES INC	2,285.73	2,285.73	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
822M0112	SURFACE TECHNOLOGY COMPANY IN	1,034.40	1,034.40	0153453819 4363	Vandalism / Materials and Supplies Repairs
822R0265	LEARNING SERVICES INC	430.90	215.45	0112254101 4310	Special Day Class Non Severe / Materials and Supplies I
			215.45	0124854101 4310	Spec Ed Preschool Instr / Materials and Supplies Instr
822R0266	ROSENGARTEN, DEBRA	167.74	167.74	0130430101 4310	SBCP Instructional Fisler / Materials and Supplies Instr
822R0267	FEDERAL NEWS SERVICES INC	177.00	177.00	0151354341 4350	Health Services / Materials and Supplies Office
822R0268	APPLE COMPUTER INC.	256.45	256.45	0140955259 4350	Information Systems ServicesDC / Materials and Supplie
822R0269	ADMINISTRATORS NORTHWEST INC	150.00	75.00	0152451749 3901	Risk Management Discretionary / Other Benefits Certific
			75.00	0152451749 3902	Risk Management Discretionary / Other Benefits Classifi
822R0270	ROSSI, TERESA	151.92	151.92	0140155239 4310	Curriculum Development Discret / Materials and Supplie
822R0271	GOV CONNECTION	30.39	30.39	0140955259 4350	Information Systems ServicesDC / Materials and Supplie
822R0272	FOLLETT SOFTWARE COMPANY	340.00	340.00	0140055249 5810	Multi Media Technology DC / Data Processing Services
822R0273	TEACHERS' DISCOUNT	172.35	172.35	0114154101 4310	Designated Instruction Severe / Materials and Supplies In
822R0274	EDUCATION PEOPLE INC, THE	291.88	291.88	0152657719 4350	Superintendent Discret / Materials and Supplies Office
822R0275	GALLUP STORE, THE	46.94	46.94	0152657719 4350	Superintendent Discret / Materials and Supplies Office

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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
22R0276	AEROMARK	72.16	72.16	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
22R0277	SUPPLY MASTER	620.59	620.59	0152757789 4350	Administrative Assistant DC / Materials and Supplies Of
22R0278	AEROMARK	21.55	21.55	8152451741 4350	Property and Liability / Materials and Supplies Office
22R0279	AEROMARK	21.55	21.55	0153050799 4350	Business Administration DC / Materials and Supplies Of
22R0280	COMPANION CORPORATION	11,381.00	11,381.00	0140055249 5810	Multi Media Technology DC / Data Processing Services
22R0281	EDUCATIONAL RESOURCES	132.62	132.62	0109721109 4310	Suppl Grant Support Orangethrp / Materials and Supplie
22R0282	ROSSI, TERESA	168.67	168.67	0109555109 4310	Beckman Science Instructional / Materials and Supplies
22R0283	COSGROVE, MARILEE	406.32	120.00	0125952101 4310	Community Learn Ctr Cohort 3 / Materials and Supplies
			69.32	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Inst
			105.08	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
			111.92	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
22R0284	SUPPLY MASTER	155.16	155.16	0135252101 4310	School Safety Instruction / Materials and Supplies Instr
22R0285	EDUCATIONAL RESOURCES	119.67	119.67	0140055249 4350	Multi Media Technology DC / Materials and Supplies Of
22R0286	ZOOMERANG	350.00	350.00	0141155229 4350	Staff Development Disc / Materials and Supplies Office
22R0287	ATOMIC LEARNING INC	15,525.00	15,525.00	0122352101 4310	EETT Round 4 Instructional / Materials and Supplies Ins
22R0288	BROWNSTONE CAFE, THE	931.57	931.57	0153957729 4350	Management Inservice DC / Materials and Supplies Offi
22R0289	SUPPLY MASTER	203.00	203.00	0152055779 4350	Education Services Discret / Materials and Supplies Offi
22R0290	PANIAGUA, LORENA	101.00	101.00	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Inst
22R0291	SUPPLY MASTER	169.52	169.52	0140455249 4310	Multi Media Curriculum Lab DC / Materials and Supplie
22R0292	OCEAN INSTITUTE	1,480.00	1,480.00	0109555109 4310	Beckman Science Instructional / Materials and Supplies
22R0293	BLAYDES, JOHN	800.00	800.00	0152657719 5210	Superintendent Discret / Confernces and Meetings
22R0294	AEROMARK	12.66	12.66	0151055339 4350	Child Welfare and AttendanceDC / Materials and Suppli
22R0295	EDUCATIONAL RESOURCES	123.71	123.71	0152657719 4350	Superintendent Discret / Materials and Supplies Office
22R0296	NOVEL IDEAS	80.20	80.20	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
22R0297	GRUPO CRECER	10,000.00	10,000.00	0121028101 5805	High Priority Inst Valencia Pa / Consultants

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822R0298	SAN JOAQUIN CNTY OFFICE OF EDU	1,342.00	671.00	0152151749 5890	Personnel Serv Certificated DC / Advertising for Employ
			671.00	0152258749 5890	Personnel Commission Discret / Advertising for Employ
822R0299	AEROMARK	21.55	21.55	0152657719 4350	Superintendent Discret / Materials and Supplies Office
822R0300	DESCHENES, JULIE	87.92	87.92	0110223109 6410	Instruction Parks DC / New Equip Less Than \$10,000
822R0301	CHAMPLIN, BRANDY	118.62	118.62	0110223179 4310	Video Art Production Parks / Materials and Supplies Inst
822R0302	KELLERMAN, KATHLEEN	78.54	78.54	0110210109 4310	Instruction Acacia DC / Materials and Supplies Instr
822R0303	ZOOMERANG	350.00	350.00	0140955259 5810	Information Systems ServicesDC / Data Processing Serv
822R0304	CINTAS DOCUMENT MANAGEMENT	145.00	145.00	0150855359 5899	Distr Testing (Non Mandate) DC / Other Expenses
822R0305	DIMICK, SANDI	95.82	95.82	0110215109 4310	Instr Golden Hill DC / Materials and Supplies Instr
822R0306	GARIBAY, JENNIFER	332.00	332.00	0121252101 4310	Title I District Instruction / Materials and Supplies Instr
822R0307	WILLIAMSON, SHERRIE	107.43	107.43	0110230109 4310	Instruction Fisler DC / Materials and Supplies Instr
822S0046	RAYVERN LIGHTING SUPPLY CO INC	1,044.42	1,044.42	0100000000 9320	Unrestricted / Stores
822V0045	GRAINGER INC, WW	684.64	684.64	0140330829 6410	Fisler Sch Admin Utilities / New Equip Less Than \$10,0
822V0046	CDW.G	5,527.58	5,527.58	0136415101 6410	Golden Hill Discr Block Grant / New Equip Less Than \$
822V0047	ADAIR OFFICE FURNITURE	927.60	927.60	0153750799 6450	Business Administration DC / Repl Equip Less Than \$10
822V0048	APPLE COMPUTER INC.	6,552.41	4,992.19	0110223109 6410	Instruction Parks DC / New Equip Less Than \$10,000
			322.17	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
			1,238.05	0110323109 6410	Reimburse Parks Disc / New Equip Less Than \$10,000
822V0049	INTEGRITY ELECTRIC	20,200.00	20,200.00	0167050859 6200	Facilities DC / Buildings and Improve of Build
822V0050	B AND H PHOTO VIDEO INC	14,197.14	14,197.14	0136415101 6410	Golden Hill Discr Block Grant / New Equip Less Than \$
822V0051	APPLE COMPUTER INC.	2,483.17	2,477.17	0109755219 6410	Supp Grant Instr Supervision / New Equip Less Than \$1
			6.00	0130452271 6410	SBCP Sch Admin District / New Equip Less Than \$10,0
822X0264	CANON USA INC	6,000.00	6,000.00	0109721109 4310	Suppl Grant Support Orangethrp / Materials and Supplie
822X0265	CONSTRUCTIVE PLAYTHINGS	1,000.00	1,000.00	0130428101 4310	SBCP Instr Valen Park Primary / Materials and Supplies
822X0266	SPEECH PATHOLOGY ASSOCIATES	11,194.00	11,194.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services

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822X0267	GALLAGHER PEDIATRIC THERAPY	3,486.00	3,486.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0268	GALLAGHER PEDIATRIC THERAPY	5,146.00	5,146.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0269	GALLAGHER PEDIATRIC THERAPY	13,612.00	13,612.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0270	GALLAGHER PEDIATRIC THERAPY	3,942.50	3,942.50	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0271	GALLAGHER PEDIATRIC THERAPY	5,146.00	5,146.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0272	GALLAGHER PEDIATRIC THERAPY	5,610.80	5,610.80	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0273	GALLAGHER PEDIATRIC THERAPY	10,292.00	10,292.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0274	GALLAGHER PEDIATRIC THERAPY	3,486.00	3,486.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0275	GALLAGHER PEDIATRIC THERAPY	10,126.00	10,126.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0276	GALLAGHER PEDIATRIC THERAPY	7,636.00	7,636.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0277	GALLAGHER PEDIATRIC THERAPY	3,486.00	3,486.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0278	GALLAGHER PEDIATRIC THERAPY	3,486.00	3,486.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0279	GALLAGHER PEDIATRIC THERAPY	3,486.00	3,486.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0280	GALLAGHER PEDIATRIC THERAPY	3,486.00	3,486.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0281	GALLAGHER PEDIATRIC THERAPY	3,942.50	3,942.50	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0282	GALLAGHER PEDIATRIC THERAPY	4,399.00	4,399.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0283	LOS ANGELES TIMES	2,000.00	2,000.00	0152258749 5890	Personnel Commission Discret / Advertising for Emplo
822X0284	DAILY TITAN	400.00	400.00	0152258749 5890	Personnel Commission Discret / Advertising for Emplo
822X0285	ABRAMSON AUDIOLOGY	655.00	655.00	0142054201 5805	Special Ed Administration / Consultants
822X0286	CORNERSTONE THERAPIES	914.00	914.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0287	ASSISTIVE TECHNOLOGY EXCHANGE	2,000.00	2,000.00	0142054201 5805	Special Ed Administration / Consultants
822X0288	ASSISTIVE TECHNOLOGY EXCHANGE	1,000.00	1,000.00	0142054201 5805	Special Ed Administration / Consultants
822X0289	NEXTEL COMMUNICATIONS	350.00	350.00	0140312829 5900	Commonwealth School Admin Util / Communications
822X0290	CANON USA INC	4,134.00	4,134.00	0110213109 5630	Instructional Fern Drive DC / Rents and Leases

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822X0291	LOWES HIW INC	500.00	500.00	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies
822X0292	COSTCO WHOLESALE	200.00	200.00	0151055339 4350	Child Welfare and AttendanceDC / Materials and Suppl
822X0293	STAPLES 025724519	300.00	300.00	0151055339 4350	Child Welfare and AttendanceDC / Materials and Suppl
822X0294	GALLAGHER PEDIATRIC THERAPY	3,486.00	3,486.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0295	GALLAGHER PEDIATRIC THERAPY	3,486.00	3,486.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0296	GALLAGHER PEDIATRIC THERAPY	3,486.00	3,486.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0297	GALLAGHER PEDIATRIC THERAPY	3,486.00	3,486.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0298	GALLAGHER PEDIATRIC THERAPY	5,146.00	5,146.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0299	GALLAGHER PEDIATRIC THERAPY	3,486.00	3,486.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0300	GALLAGHER PEDIATRIC THERAPY	2,739.00	2,739.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0301	GALLAGHER PEDIATRIC THERAPY	3,486.00	3,486.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0302	GALLAGHER PEDIATRIC THERAPY	15,000.00	15,000.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0303	ACORN NATURALISTS	600.00	600.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
822X0304	STATER BROS	300.00	300.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
822X0305	CM SCHOOL SUPPLY COMPANY	800.00	800.00	0134352101 4310	Community Based Engl TutorInst / Materials and Suppl
822X0306	DEELITE DISTRIBUTION	2,000.00	2,000.00	0110230109 4310	Instruction Fisler DC / Materials and Supplies Instr
822X0307	PARADIGM HEALTHCARE SERVICES	35,000.00	35,000.00	0125554721 5805	LEA Medi Cal Reimbursement / Consultants
822X0308	GALLAGHER PEDIATRIC THERAPY	5,146.00	5,146.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0309	ALLIED INTERPRETING SERVICES I	1,000.00	1,000.00	0142054201 5805	Special Ed Administration / Consultants
822X0310	MCINTOSH CENTER FOR THE DISABL	550.00	550.00	0142054201 5805	Special Ed Administration / Consultants
822X0311	GALLAGHER PEDIATRIC THERAPY	3,901.00	3,901.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
822X0312	SPEECH LANGUAGE DEVELOPMENT C	41,770.00	41,770.00	0115554101 5865	Non Public Schools / Nonpublic School Services
822X0313	SPEECH LANGUAGE DEVELOPMENT C	43,280.00	43,280.00	0115554101 5865	Non Public Schools / Nonpublic School Services
822X0314	SPEECH LANGUAGE DEVELOPMENT C	3,036.00	3,036.00	0115554101 5865	Non Public Schools / Nonpublic School Services

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22X0315	GALLAGHER PEDIATRIC THERAPY	7,262.50	7,262.50	0115554101 5866	Non Public Schools / Nonpublic Agency Services
22X0316	GALLAGHER PEDIATRIC THERAPY	3,486.00	3,486.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
22X0317	GALLAGHER PEDIATRIC THERAPY	6,806.00	6,806.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
22X0318	GALLAGHER PEDIATRIC THERAPY	1,079.00	1,079.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
22X0319	GALLAGHER PEDIATRIC THERAPY	3,486.00	3,486.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
22X0320	GALLAGHER PEDIATRIC THERAPY	6,806.00	6,806.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
22X0321	GALLAGHER PEDIATRIC THERAPY	8,466.00	8,466.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
22X0322	GALLAGHER PEDIATRIC THERAPY	5,146.00	5,146.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
22X0323	GALLAGHER PEDIATRIC THERAPY	5,146.00	5,146.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
22X0324	JONES, WILL	294.00	294.00	0121252101 4310	Title I District Instruction / Materials and Supplies Instr
22X0325	GALLAGHER PEDIATRIC THERAPY	3,486.00	3,486.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
22X0326	PACIFIC CHILD AND FAMILY ASSOC	33,334.00	33,334.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
22X0327	GALLAGHER PEDIATRIC THERAPY	3,486.00	3,486.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
	Fund 01 Total:	536,022.02			
	Fund 12 Total:	1,787.32			
	Fund 23 Total:	692.58			
	Fund 25 Total:	274.09			
	Fund 81 Total:	21.55			
	Total Amount of Purchase Orders:	538,797.56			

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PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

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822D0052	FLINN SCIENTIFIC	40.81	+5.30	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
822D0104	REALLY GOOD STUFF	279.85	+29.14	0110228109 4310	Instr Valencia Park Primary DC / Materials and Suppli
822D0186	VIRCO MANUFACTURING CORPORAT	3,644.54	+307.74	0110210109 4310	Instruction Acacia DC / Materials and Supplies Instr
822D0201	EDUCATIONAL RESOURCES	1,105.38	+43.10	0160690371 4350	Food Services / Materials and Supplies Office
822M0100	PJHM ARCHITECTS INC	7,400.00	+1,850.00	2367717851 5805	CC Facilities Ladera Vista / Consultants
			+1,850.00	2367720851 5805	CC Facilities Nicolas / Consultants
			+1,850.00	2367723851 5805	CC Facilities Parks / Consultants
822X0085	COSTCO WHOLESALE	600.00	+200.00	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
822X0218	BEACON DAY SCHOOL	115,098.90	+528.90	0115554101 5865	Non Public Schools / Nonpublic School Services
822X0236	STAPLES 025724519	1,000.00	+500.00	0125952271 4350	Commun Learn Ctr Cohort 3 Cent / Materials and Supp
822X0242	CM SCHOOL SUPPLY COMPANY	1,100.00	+300.00	0125652101 4310	Community Learn Ctr Cohort 2 / Materials and Supplie
822Z0008	BUCHANAN TREE SERVICE, JEFF	18,500.00	+3,500.00	0154753849 5640	Grounds Discretionary / Repairs by Vendors
	Fund 01 Total:		5,414.18		
	Fund 23 Total:		5,550.00		
	Total Amount of Change Orders:		10,964.18		

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PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

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NO CANCELED PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

CONSENT ITEM

DATE: October 9, 2007
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Lynn Abrera, Acting Director, Food Services
SUBJECT: APPROVE/RATIFY FOOD SERVICES PURCHASE ORDERS NUMBERED 100136 THROUGH 100197 FOR 2007/2008

Background: Board approval is requested for Food Services purchase orders. The purchase order summary dated August 28, 2007 through September 10, 2007 contains purchase orders numbered 100136 through 100197. Open purchase orders list as \$0.00 on the Purchase Order Summary so staff has listed open purchase orders separately. On this register, the amount of the open purchase order is listed as the "not to exceed amount" for the year. For Board information, the listing of Food Services purchase orders is available in the Business Office for review.

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 100136 through 100197 for 2007/2008.

GC:LA:ln

CONSENT ITEM

DATE: October 9, 2007
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent
 Business Services
SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 58858 THROUGH 59078 FOR THE 2007/2008 SCHOOL YEAR IN THE AMOUNT OF \$1,890,809.98

Background: Board approval is requested for warrants numbered 58858 through 59078 for the 2007/2008 school year. The total amount presented for approval is \$1,890,809.98. For Board information, the warrant listing is available in the Business Office for review.

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

Fund	Amount
01 General Fund	\$1,409,638.49
12 Child Development	5,085.42
14 Deferred Maintenance	388,593.66
21 Building Fund	2,743.42
23 G.O. Bond 2002B	37,456.53
25 Capital Facilities	8,292.57
40 Special Reserve	0.00
68 Workers' Compensation	26,242.03
81 Property/Liability Insurance	12,757.86
Total	\$1,890,809.98

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 58858 through 59078 for the 2007/2008 school year in the amount of \$1,890,809.98.

GC:dlh

CONSENT ITEM

DATE: October 9, 2007
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Lynn Abrera, Acting Director, Food Services
SUBJECT: APPROVE/RATIFY FOOD SERVICES WARRANTS NUMBERED 5623 THROUGH 5627 IN THE AMOUNT OF \$367,099.30 FOR THE 2007/2008 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 5623 through 5627 for the 2007/2008 school year. The total amount presented for approval is \$367,099.30 and is broken down as follows:

<u>Warrant #</u>	<u>\$ Amount</u>	<u>Vendor – Description</u>
5623	\$113.75	AT&T / MCI – Phone Bill
5624	\$150.00	CSBA – Wellness Workshop/Director
5625	\$366,353.74	Fullerton School District • May and June classified salaries and benefits • June management salaries and benefits • June and July expense reimbursements (i.e. fuel, utilities, copy center, EMC costs, etc.)
5626	\$ 161.95	Costco – Misc. items
5627	\$ 319.86	Nextel – Cell phones
Total	\$367,099.30	

For Board information, the listing of the Food Services warrants is available in the Business Office for review.

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 warrants numbered 5623 through 5627 in the amount of \$367,099.30 for the 2007/2008 school year.

GC:LA:ln

CONSENT ITEM

DATE: October 9, 2007

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

FROM: Mark Douglas, Assistant Superintendent, Personnel Services

PREPARED BY: Marilyn White, Director, Administrative Services

SUBJECT: **ADOPT RESOLUTION #07/08-08 PROCLAIMING OCTOBER 22-26, 2007, AS “RED RIBBON WEEK”**

Background: “Speak Out – Take a Stand for Healthy Choices” 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.

The Drug, Alcohol and Tobacco Education Committee selected pencils that promote this year’s theme. 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 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 22-26, 2007, as Red Ribbon Week in the Fullerton School District.

Rationale: The “Speak Out – Take a Stand for Healthy Choices” 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: Funding for school materials, not to exceed \$5,000.00, will be expended from 01250551014310 (Drug Free Schools).

Recommendation: Adopt Resolution #07/08-08 proclaiming October 22-26, 2007, as “Red Ribbon Week.”

MW:mc
Attachment

Fullerton School District
RESOLUTION #07/08-08
PROCLAIMING OCTOBER 22–26, 2007, 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 “Speak Out – Take a Stand for Healthy Choices”, 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 22–26, 2007; 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 22–26, 2007, 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

Minard Duncan, Board President
Fullerton School District

CONSENT ITEM

DATE: October 9, 2007
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark Douglas, Assistant Superintendent, Personnel Services
PREPARED BY: Marilyn White, Director, Administrative Services
SUBJECT: RATIFY AGREEMENT FOR THE 2007-2008 SCHOOL YEAR FOR PROVISION OF ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP SERVICES PROGRAM AT LAGUNA ROAD SCHOOL AND NICOLAS JUNIOR HIGH SCHOOL – AGREEMENT #31915

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

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

Each chapter consists of a group of young people, along with an adult advisor, who work together to make positive change in their school and community. OSFNLP staff provides technical assistance, leadership training, and support for chapter development and remains in contact with the students and advisors on a continuous basis. Students meet during the lunch break.

Laguna Road School and Nicolas Junior High School have offered a Friday Night Live Partnership Services Program since the program was developed several years ago. Laguna Road School is going on its fifth year. The Orange County Department of Education, as part of an agreement with the County of Orange, wishes to contract with the Fullerton School District, Laguna Road School and Nicolas Junior High School to continue offering the Friday Night Live Partnership Services Program, and is offering a total of \$1500.00 in stipends to the two staff members at each school who are serving as advisors to the program, reimbursable to the District upon presentation of satisfactory documentation. The staff members' names are:

Laguna Road School:

Loryn Lawson	\$375.00
Judy Irvin	\$375.00

Nicolas Junior High School:

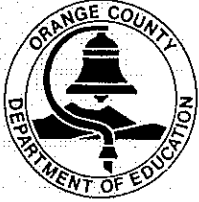
Helen Flores	\$375.00
Nancy Mizuno	\$375.00

Rationale: Students at Laguna Road School and Nicolas Junior High School have benefited from the many opportunities for school service, student leadership and social interactions, which are features of the program.

Funding: \$1500.00 reimbursement from Orange County Department of Education to Fullerton School District Friday Night Live Partnership Services Program at Laguna Road School Nicolas Junior High School to fund advisor stipends.

Recommendation: Ratify agreement for the 2007-2008 school year for provision of Orange County Friday Night Live Partnership Services Program at Laguna Road School and Nicolas Junior High School – Agreement #31915.

MW:mc
Attachment



WILLIAM M. HABERMEHL
County Superintendent of Schools

August 17, 2007

FSD #22

Cameron M. McCune, Ed.D.
Superintendent

ORANGE COUNTY DEPARTMENT OF EDUCATION
CONTRACTS UNIT
BUSINESS DIVISION
200 Kalmus Drive, P. O. Box 9050
Costa Mesa, California 92628-9050

Board 10-9-07
Consent 1h
Attachment

Re: Fullerton School District, Friday Night Live Partnership Services, Agreement Number 31915

Dear Dr. McCune:

1. _____ Sign and return all of the enclosed Agreements. Please complete all of the information on the signature page. A fully executed Agreement will be mailed to your attention.
2. _____ Sign the enclosed Agreements, retain one (1) original for your files and return the second Agreement to our office. Please complete all of the information on the signature page.
3. X _____ The executed Agreement is enclosed for your files.
4. _____ Certificate of Insurance:
_____ Certificate of Insurance required pursuant to the Insurance section of the Agreement.
_____ Orange County Superintendent of Schools' Certificate of Insurance will be mailed under separate cover.
5. _____ Form W-9, Request for Taxpayer Identification Number: Complete and return.
6. _____ State of California Nonresident Forms: If applicable to your organization, the forms are to be completed pursuant to California Revenue and Taxation Code (R&TC) Section 18662 and the related regulations. We shall not be responsible for any further notification nor shall we be responsible for withholding the seven percent (7%) tax if the forms have not been received prior to remittance of your invoice.

_____ Form 587, Nonresident Withholding Allocation Worksheet: Complete and mail with each invoice submitted for payment.

_____ Form 588, Nonresident Withholding Waiver Request: Complete and mail to the California Franchise Tax Board.

_____ Form 590, Withholding Exemption Certificate: Complete and return to our office.

Bevelyn Eubany, Administrative Technician
Phone: (714) 966-4100 Fax: (714) 549-4807

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

6 This AGREEMENT is hereby entered into this 1st day of
7 September, 2007, by and between the Orange County Superintendent of
8 Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter
9 referred to as SUPERINTENDENT, and Fullerton School District, 1401
10 West Valencia Drive, Fullerton, California 92833, hereinafter
11 referred to as SUBCONTRACTOR. SUPERINTENDENT and SUBCONTRACTOR shall
12 be collectively referred to as the Parties.

13 WITNESSETH:

14 WHEREAS, SUPERINTENDENT has entered into an AGREEMENT with the
15 County of Orange, hereinafter referred to as COUNTY, for the
16 provision of Alcohol and Other Drug Prevention Youth services; and

17 WHEREAS, SUPERINTENDENT is desirous of contracting with
18 SUBCONTRACTOR, subject to the approval of COUNTY, for the provision
19 of Orange County Friday Night Live Partnership services; and

20 WHEREAS, SUBCONTRACTOR is specially trained and experienced and
21 competent to perform the special services required, and is agreeable
22 to the rendering of such services according to the terms and
23 conditions hereinafter set forth.

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

25 1.0 BUDGET CONTINGENCY.

A. It is mutually understood between the Parties that this
AGREEMENT may have been written before ascertaining the availability
of congressional or legislative appropriation of funds for the

1 mutual benefit of both parties in order to avoid program and fiscal
2 delays that would occur if the AGREEMENT were executed after that
3 determination was made.

4 B. This AGREEMENT is valid and enforceable only if sufficient
5 funds are made available to the State by the United States
6 Government or the California State Legislature for the purpose of
7 this program. In addition, this AGREEMENT is subject to any
8 additional restrictions, limitations, conditions, or any statute
9 enacted by the Congress or the State Legislature that may affect the
10 provisions, terms or funding of this AGREEMENT in any manner.

11 2.0 TERM. The term of this AGREEMENT shall be for a period
12 commencing on September 1, 2007, and terminating on June 30, 2008,
13 subject to termination as set forth in this AGREEMENT.
14 SUBCONTRACTOR shall be obligated to perform such duties as would
15 normally extend beyond this term including, but not limited to,
16 obligations with respect to indemnification, audits, reporting, and
17 accounting.

18 3.0 SCOPE OF WORK. SUPERINTENDENT hereby engages SUBCONTRACTOR as
19 an independent contractor to perform the following described work
20 and SUBCONTRACTOR hereby agrees to perform said work upon the terms
21 and conditions hereinafter set forth. The chapter school site must
22 meet the requirements to be eligible to receive a maximum of One
23 thousand five hundred dollars (\$1,500.00) advisor incentive funds.
24 Verification and completion of all activities by May 12, 2008, is
25 required to receive the full stipend. Payment will be based on the
number of advisors at each chapter site and the level of

1 participation by each advisor, which will be determined by the
2 SUPERINTENDENT'S Program Managers. Specifically, SUBCONTRACTOR
3 shall ensure that each school site meets the following requirements
4 in order to maintain its eligibility for advisor incentive funds for
5 the Orange County Friday Night Live Partnership Program:

6 3.1 Maintain a leadership team, including a minimum of one
7 (1) advisor.

8 3.2 Hold and facilitate a minimum of two (2) chapter meetings
9 per month.

10 3.3 Attend one (1) advisor training.

11 3.4 Participate in one (1) or more youth-focused
12 leadership/prevention/advocacy training(s).

13 3.5 Foster school and/or community engagement through
14 alcohol, tobacco, other drug, and violence prevention
15 activities, including Environmental Prevention activities
16 and/or service learning projects.

17 3.6 Program data collection and evaluation.

18 4.0 BUDGET.

19 SUBCONTRACTOR shall be paid in accordance with the following
20 budget: Shall not exceed \$1,500.00.

21 A. SUBCONTRACTOR agrees to distribute payment to the
22 FNL/CL/FNL Kids Program chapters for those activities specified in
23 Section 3.0 of this AGREEMENT.

24 5.0 COMPENSATION.

25 A. SUPERINTENDENT agrees to pay SUBCONTRACTOR a total sum not
to exceed One thousand five hundred dollars (\$1,500.00) for services

1 satisfactorily rendered pursuant to this AGREEMENT, provided
2 SUBCONTRACTOR'S costs are reimbursable pursuant to County, State and
3 Federal statutes and regulations and under all applicable terms of
4 the State of California. Payment shall be made upon completion and
5 acceptance of services and receipt of an itemized invoice from
6 SUBCONTRACTOR in duplicate. Due to the COUNTY requirements for
7 reporting, all billings in the amount of Two hundred fifty dollars
8 (\$250.00) from SUBCONTRACTOR for the period September 1, 2007
9 through December 31, 2007, must be received by SUPERINTENDENT no
10 later than December 5, 2007. SUPERINTENDENT will not be liable for
11 any billings received from SUBCONTRACTOR after December 31, 2007.
12 Due to the COUNTY requirements for reporting, all billings in the
13 amount of One thousand two hundred fifty dollars (\$1,250.00) from
14 SUBCONTRACTOR for the period January 1, 2008 through June 30, 2008,
15 must be received by SUPERINTENDENT no later than June 5, 2008.
16 SUPERINTENDENT will not be liable for any billings received from
17 SUBCONTRACTOR after June 30, 2008. Payment shall be mailed to
18 Fullerton School District, 1401 West Valencia, Fullerton, California
19 92833, or at such other place as SUBCONTRACTOR may designate in
20 writing.

21 B. SUBCONTRACTOR'S billings shall be on a form approved or
22 supplied by SUPERINTENDENT and provide such information as is
23 required by COUNTY and SUPERINTENDENT and are subject to final
24 approval by SUPERINTENDENT and COUNTY. Billings are due in
25 accordance to the terms pursuant to this Section 4.0, COMPENSATION,
and payments to SUBCONTRACTOR shall be released by SUPERINTENDENT no

1 later than thirty (30) days after receipt of a correctly completed
2 billing form.

3 C. All billings to SUPERINTENDENT shall be supported, at
4 SUBCONTRACTOR'S facility, by source documentation including, but not
5 limited to, ledgers, journals, time sheets, invoices, bank
6 statements, cancelled checks, receipts, receiving records, and
7 records of services provided.

8 D. SUPERINTENDENT may withhold or delay any payment should
9 SUBCONTRACTOR fail to comply with any of the provisions set forth in
10 this AGREEMENT.

11 E. SUBCONTRACTOR shall not claim reimbursement for services
12 provided beyond the expiration and/or termination of this AGREEMENT,
13 except as may otherwise be provided under this AGREEMENT.

14 F. The obligation of SUPERINTENDENT under this AGREEMENT is
15 contingent upon the availability of funds furnished by the County of
16 Orange. In the event that such funding is terminated or reduced,
17 this AGREEMENT may be terminated, and SUPERINTENDENT'S fiscal
18 obligations hereunder shall be limited to a pro-rated amount of
19 funding actually received by the SUPERINTENDENT under the grant.
20 SUPERINTENDENT shall provide SUBCONTRACTOR written notification of
21 such termination. Notice shall be deemed given when received by the
22 SUBCONTRACTOR or no later than three (3) days after the day of
23 mailing, whichever is sooner.

24 6.0 INDEPENDENT CONTRACTOR. SUBCONTRACTOR, in the performance of
25 this AGREEMENT, shall be and act as an independent contractor.
SUBCONTRACTOR understands and agrees that he/she and all of his/her

1 employees shall not be considered officers, employees or agents of
2 the SUPERINTENDENT, and are not entitled to benefits of any kind or
3 nature normally provided employees of the SUPERINTENDENT and/or to
4 which SUPERINTENDENT'S employees are normally entitled, including,
5 but not limited to, State Unemployment Compensation or Workers'
6 Compensation. SUBCONTRACTOR assumes the full responsibility for the
7 acts and/or omissions of his/her employees or agents as they relate
8 to the services to be provided under this AGREEMENT. SUBCONTRACTOR
9 shall assume full responsibility for payment of all federal, state
10 and local taxes or contributions, including unemployment insurance,
11 social security and income taxes with respect to SUBCONTRACTOR'S
12 employees.

13 7.0 HOLD HARMLESS. SUBCONTRACTOR agrees to and does hereby
14 indemnify, hold harmless and defend the COUNTY, the SUPERINTENDENT,
15 the Orange County Board of Education and its officers, agents and
16 employees, from every claim or demand made and every liability,
17 loss, damage or expense, of any nature whatsoever, which may be
18 incurred by reason of:

- 19 (a) Liability for damages for: (1) death or bodily
20 injury to person; (2) injury to, loss or theft of
21 property; or (3) any other loss, damage or expense
22 arising out of (1) or (2) above, sustained by the
23 SUBCONTRACTOR or any person, firm or corporation
24 employed by the SUBCONTRACTOR, either directly or
25 by independent contract, upon or in connection
with the services called for in this AGREEMENT,

1 however caused, except for liability for damages
2 referred to above which result from the sole
3 negligence or willful misconduct of the COUNTY,
4 the SUPERINTENDENT, the Orange County Board of
5 Education, or its officers, employees or agents.

6 (b) Any injury to or death of any persons, including
7 the COUNTY, the SUPERINTENDENT or its officers,
8 agents and employees, or damage to or loss of any
9 property caused by any act, neglect, default, or
10 omission of the SUBCONTRACTOR, or any person, firm
11 or corporation employed by the SUBCONTRACTOR,
12 either directly or by independent contract,
13 arising out of, or in any way connected with, the
14 services covered by this AGREEMENT, whether said
15 injury or damage occurs either on or off COUNTY'S
16 and/or SUPERINTENDENT'S property, except for
17 liability for damages which result from the sole
18 negligence or willful misconduct of the COUNTY,
19 the SUPERINTENDENT, the Orange County Board of
20 Education, or its officers, employees or agents.

21 (c) Any liability for damages which may arise from the
22 furnishing or use of any copyrighted or
23 uncopyrighted matter or patented or unpatented
24 invention under this AGREEMENT.

25 8.0 INSURANCE. Pursuant to the terms of the AGREEMENT between
SUPERINTENDENT and COUNTY, SUBCONTRACTOR shall, at SUBCONTRACTOR'S

1 sole cost and expense, provide for and maintain in full force and
2 effect from the commencement of services until expiration of this
3 AGREEMENT a policy or policies of insurance covering SUBCONTRACTOR'S
4 services. SUBCONTRACTOR shall furnish to SUPERINTENDENT a
5 certificate of insurance evidencing all coverages and endorsements
6 required hereunder. All insurance shall be with an insurance
7 company admitted by the Insurance commissioner of the State of
8 California to transact such insurance in the State of California.

9 Minimum coverages shall be as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
A. Workers' Compensation	Statutory
B. Employer's Liability	\$1,000,000
C. Comprehensive General Liability Insurance	\$1,000,000
D. Comprehensive Automobile Liability Insurance, covering the owned, non-Owned and hired automobile hazards, Including any COUNTY-loaned vehicles	\$1,000,000 (Combined Single Limit)

17 8.1 All insurance policies, except Workers' Compensation and
18 Employer's Liability, shall contain the following
19 endorsements to read as follows:

20 8.1.1 "The Orange County Superintendent of Schools,
21 the Orange County Board of Education, and
22 their officers, agents and employees as
23 additional insureds while rendering services
24 under this AGREEMENT."

25 8.1.2 "It is agreed that any insurance maintained
by the Orange County Superintendent of Schools

1 shall apply in excess of, and not contribute
2 with, insurance provided by this policy."

3 8.1.3 "This insurance shall not be canceled, limited
4 or non-renewed until after thirty (30) days
5 written notice has been given to the Orange
6 County Superintendent of Schools, P. O. Box
7 9050, Costa Mesa, California 92628-9050, Attn:
8 Contracts Department."

9 8.2 If the SUBCONTRACTOR is either partially or fully self-
10 insured for its liability exposures, SUBCONTRACTOR must
11 notify SUPERINTENDENT in writing and provide
12 SUPERINTENDENT with a statement signed by an authorized
13 representative of SUBCONTRACTOR stating that
14 SUBCONTRACTOR agrees to hold harmless, defend, and
15 indemnify the Orange County Superintendent of Schools,
16 the Orange County Board of Education, and their officers,
17 employees and agents as if the insurance requirements in
18 the above paragraphs are in full force and effect.

19 9.0 RECORDS. SUBCONTRACTOR shall prepare and maintain accurate and
20 complete financial records of its costs and operating expenses as
21 they relate to the services provided by this AGREEMENT. Financial
22 records shall be retained for at least four (4) years from the date
23 of final payment or final settlement, or until audit findings are
24 resolved, whichever is longer. SUBCONTRACTOR will maintain the
25 confidentiality of all records, including billings, in accordance
with all applicable County, State, and Federal statutes and

1 regulations. SUBCONTRACTOR shall inform all its officers,
2 employees, and agents of their responsibility for maintaining the
3 confidentiality provisions of this section.

4 10.0 INSPECTION AND AUDIT. SUPERINTENDENT, COUNTY, and the State of
5 California or Federal authorized representatives shall have access
6 for the purpose of auditing or examining any records of
7 SUBCONTRACTOR pertinent to this AGREEMENT. SUBCONTRACTOR shall
8 maintain records of services provided and financial records for a
9 period of four (4) years, unless such period is waived by
10 SUPERINTENDENT and COUNTY.

11 11.0 DELEGATION AND ASSIGNMENT. The obligations of the
12 SUBCONTRACTOR pursuant to this AGREEMENT shall not be assigned by
13 the SUBCONTRACTOR without prior written approval of SUPERINTENDENT
14 and COUNTY.

15 12.0 TOBACCO USE POLICY. In the interest of public health,
16 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
17 use of any tobacco products are prohibited in buildings and
18 vehicles, and on any property owned, leased or contracted for by the
19 SUPERINTENDENT pursuant to SUPERINTENDENT'S Policy 400.15. Failure
20 to abide with conditions of this policy could result in the
21 termination of this AGREEMENT.

22 13.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
23 must meet the approval of the SUPERINTENDENT and COUNTY and shall be
24 subject to the SUPERINTENDENT'S general right of inspection to
25 secure the satisfactory completion thereof. SUBCONTRACTOR agrees to
comply with all federal, state and local laws, rules, regulations

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

5 A. COUNTY'S Health Care Agency (HCA) has established an
6 Office of Compliance and associated Compliance Program for purposes
7 of ensuring adherence to all rules and regulations related to the
8 provision of services and expenditure of funds in federal and state
9 health care programs.

10 1. SUPERINTENDENT shall provide SUBCONTRACTOR with a
11 copy of the relevant HCA Policies and Procedures
12 relating to the Office of Compliance.

13 2. SUBCONTRACTOR shall ensure that its employees,
14 subcontractors, interns, volunteers, and members of
15 Board of Directors are made aware of these Policies
16 and Procedures.

17 B. CODE OF CONDUCT - Under the direction of the HCA Office
18 of Compliance a Code of Conduct for adherence by all HCA employees
19 and contract providers has been developed. SUPERINTENDENT shall
20 ensure that SUBCONTRACTOR has been made aware of this Code of
21 Conduct.

22 14.0 PERMITS/LICENSES. SUBCONTRACTOR and all SUBCONTRACTOR'S
23 employees or agents shall secure and maintain in force such permits
24 and licenses, certificates, waivers, and exemptions as are required
25 by law in connection with the furnishing of services pursuant to
this AGREEMENT.

1 15.0 CONFLICT OF INTEREST. SUBCONTRACTOR, while providing services
2 under this AGREEMENT, shall not refer clients or accept client
3 referrals to his/her private practice or services.

4 16.0 NONDISCRIMINATION. SUBCONTRACTOR agrees that it will not
5 engage in unlawful discrimination in employment of persons because
6 of race, color, religious creed, national origin, ancestry, physical
7 handicap, medical condition, marital status, or sex of such persons.
8 SUBCONTRACTOR agrees to employ persons solely on the basis of merit
9 without regard to race, religion, color, gender, national origin,
10 sexual preference, medical condition, marital status, ancestry, age
11 or physical or mental handicap.

12 17.0 TERMINATION.

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

18 B. In the event SUBCONTRACTOR should fail to perform the
19 covenants contained in this AGREEMENT in the time and manner
20 specified, SUPERINTENDENT may immediately terminate this AGREEMENT
21 and is excused from paying any amounts billed by SUBCONTRACTOR to
22 SUPERINTENDENT.

23 18.0 NOTICE. All notices or demands to be given under this
24 AGREEMENT by either party to the other, shall be in writing and
25 given either by: (a) personal service or (b) by U.S. Mail, mailed
either by registered or certified mail, return receipt requested,

1 with postage prepaid. Service shall be considered given when
2 received if personally served or if mailed on the third day after
3 deposit in any U.S. Post Office. The address to which notices or
4 demands may be given by either party may be changed by written
5 notice given in accordance with the notice provisions of this
6 section. As of the date of this AGREEMENT, the addresses of the
7 parties are as follows:

8 SUBCONTRACTOR: Fullerton School District
 1401 West Valencia Drive
9 Fullerton, California 92833
 Attn: _____

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

13 19.0 NON WAIVER. The failure of SUPERINTENDENT or SUBCONTRACTOR to
14 seek redress for violation of, or to insist upon, the strict
15 performance of any term or condition of this AGREEMENT, shall not be
16 deemed a waiver by that party of such term or condition, or prevent
17 a subsequent similar act from again constituting a violation of such
18 term or condition.

19 20.0 SEVERABILITY. If any term, condition or provision of this
20 AGREEMENT is held by a court of competent jurisdiction to be
21 invalid, void, or unenforceable, the remaining provisions will
22 nevertheless continue in full force and effect, and shall not be
23 affected, impaired or invalidated in any way.

24 21.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
25 shall be governed by the laws of the State of California with venue
in Orange County, California.

1 22.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
2 attached hereto constitute the entire agreement among the Parties to
3 it and supersedes any prior or contemporaneous understanding or
4 agreement with respect to the services contemplated, and may be
5 amended only by a written amendment executed by SUBCONTRACTOR,
6 SUPERINTENDENT and COUNTY to the AGREEMENT.

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

8 SUBCONTRACTOR: FULLERTON SCHOOL
9 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

10 BY: [Signature]
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

11 PRINT NAME: Allan Waterman

PRINT NAME: Patricia McCaughey

12 TITLE: Director Administrative Services

TITLE: Coordinator

13 DATE: 8/9/07

DATE: August 7, 2007

14 95-600405
TAXPAYER IDENTIFICATION NUMBER

15
16 COUNTY OF ORANGE

17 BY: Stephanie Smith-Pitts
Authorized Signature

18 PRINT NAME: Stephanie Smith-Pitts

19 TITLE: Contract Administrator

20 DATE: 8/15/07

21
22
23 FullertonSD-FNL AdvisorIncentives-HCA(31915)08
24 ZIP8
25

CONSENT ITEM

DATE: October 9, 2007

TO: Mitch Hovey Ed.D., District Superintendent

FROM: Linda A. Caillet, Ed.D., Associate Superintendent, Educational Services

PREPARED BY: Susan Albano, Director, Educational Services

SUBJECT: APPROVE SUBMISSION FOR THE TEACHER RECRUITMENT AND RETENTION PLAN (TRRP) FUNDING PROGRAM FOR THE 2007-2008 SCHOOL YEAR

Background: The attached Teacher Recruitment and Retention Plan (TRRP), authorized under Assembly Bill 146, Budget Act of 2005, provides \$151,635 to the Fullerton School District for improving student learning in low-performing schools defined as schools in deciles 1-3. Decile 1-3 schools include: Commonwealth, Nicolas, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park and Woodcrest. Each identified district is eligible to receive \$25.45 per pupil based on the number of pupils in qualifying schools according to the 2005 California Basic Educational Data System (CBEDS) enrollment and Academic Performance Index (API) rankings. Funds are to be used in decile 1-3 schools for the following purposes:

- Safe, clean school environment for teaching and learning
- Providing support services for students and teachers
- Small group instruction
- Activities focused on the recruitment and retention of highly-qualified teachers and highly-skilled principals
- Time for teachers and principals to collaborate for the purpose of improving student academic outcomes

Rationale: The Teacher Recruitment and Retention Plan funding are one-time funds to support the above schools. The Board of Trustees approved this “one-time” funding opportunity on February 8, 2006. The California Department of Education has announced that this program will extend for one additional year. The TRR Plan includes specific activities following the general categories above and funding to support these activities.

Funding: Not applicable.

Recommendation: Approve submission for the Teacher Recruitment and Retention Plan (TRRP) Funding Program for the 2007-2008 School Year.

LC:SA
Attachment

**Fullerton Elementary School District
Teacher Recruitment and Retention Program Plan Narrative
2007-2008**

The following proposed activities are specifically designed to support student learning and teacher and principal effectiveness. The table below indicates the high percentage of NCLB compliant teachers at our Decile 1-3 schools. Our challenge is to retain these teachers and their principals at our most needy school sites.

No Child Left Behind: Decile 1-3 Schools

School	Decile	Estimated Entitlement
Commonwealth	3	\$11,329
Maple	2	\$12,628
Nicolas	3	\$27,547
Orangethorpe	3	\$23,270
Pacific Drive	3	\$19,833
Richman	2	\$22,022
Valencia Park	2	\$22,124
Woodcrest	3	\$12,882
TOTAL		\$151,635

A. Safe and clean school environment for teaching and learning

Sites have identified the need to enhance their emergency preparedness program. Communication has been identified as an important component for ensuring safety for students and staff. Sites will receive radios with bay stations enabling communication with the District Office and other schools in the event of a disaster or emergency situation. A portion of these funds will also be applied towards the continued parent communication system, Connect ED. Teachers will also receive additional training in bullying awareness, violence prevention, conflict management, and emergency preparedness. Additional funding will be needed to increase student attendance and reduce truancies among high-risk students. Parent education and training will be provided at identified sites.

B. Support Services for students and teachers

The eligible school sites have a high population of English learners and typically score below District, County and State averages on STAR tests (CST, CAPA, CELDT). In order to support the District goal and overall achievement of students, supplemental materials and services will be provided. Standards-based materials will include supplement support for English learners. Coaching and professional development will be provided for teachers to implement the materials purchased and support instructional strategies modeled after research-based best practices.

C. Activities focused on recruitment and retention of highly qualified teachers that are No Child Left Behind (NCLB) compliant

In an effort to recruit and retain highly qualified teachers, the Fullerton School District will need to broaden its recruitment effort and update paperless processes for applicants. Current practices limit accessibility to the hiring process through postings from our website and then applicant screening is significantly delayed potentially allowing for many “highly qualified” candidates to be lost to other districts. Funds are going to be utilized to update the personnel WEB site with direct links to our deciles 1-3 sites. Recruitment for greater diversity in hiring will also be a focal point and funding will be utilized for in and out of state recruitments for highly qualified teachers that appropriately match the students and communities of our 1-3 deciles schools.

New teachers from the eligible sites will attend a New Teacher Academy where site needs will be specifically addressed. Ongoing support for new teachers will be provided through Fullerton School District’s Educational Services Department. This series of incentives and professional development opportunities are supplemental to Title II and Title III Federal funding and State BTSA funding.

D. Activities focused on recruitment and retention of highly skilled principals

Recognizing the need for outstanding leadership, the Fullerton School District will support principals at eligible schools in pursuing professional growth opportunities. All site principals who have already attended AB75 training will receive ongoing support in best practices and instructional leadership. Principals at the eligible school sites will have the opportunity to attend School Leadership Teams training through the Orange County Department of Education. Funds will also be allocated to support the AB430 Principal Training Program for those administrators who have not attended AB75. These activities enhance the Federal Title I and Title II programs and support the development and retention of highly skilled principals.

E. Small group (student) instruction

Additional intervention support for students scoring below basic will be available before school, after school and during the summer. Teacher extra duty pay and materials will be provided in support of these activities. In addition, teachers will receive training in how to best meet the academic needs of these students. These additional intervention activities will be supplemental to existing state intervention funds.

F. Teacher and principal collaboration time for improving student academic outcomes

All schools sites in the Fullerton School District have implemented the concept of the Professional Learning Community (PLC) comprised of students, teachers, administrators, and parents. Collaborative inquiry into best practices reveals a need for ongoing collaboration and training. Teachers, students, and staff will work on addressing grade level standards targeting specific learning needs and writing SMART goals for all grade levels in the areas of language arts, mathematics, and English language development. SMART goals are Specific and strategic, Measurable, Attainable, Results-based, and Time-bound. Release time and extra duty pay will allow the staff to meet regularly in grade level teams to monitor individual student progress. Teams will work collaboratively to revise goals and strategies as necessary based on student assessment results reported through our Data Director assessment data system. The principal will meet with each grade level to review data to determine effectiveness in meeting all goals in language arts, math, and English language development. Cross grade level teams will also meet regularly for the purpose of articulation as related to improving student learning outcomes.

Indirect Costs

The allowable rate of 4.10% for indirect costs will be applicable.

CONSENT ITEM

DATE: October 9, 2007

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

FROM: Linda A. Caillet, Ed.D., Associate Superintendent, Educational Services

PREPARED BY: Jennifer Shepard, Director, Educational Services

SUBJECT: **APPROVE THE AMENDMENT OF THE OFF SITE COHORT AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, FULLERTON FOR THE MASTER OF SCIENCE IN READING EDUCATION THROUGH JUNE 30, 2009**

Background: The Fullerton School District and California State University Fullerton entered into an Off Site Cohort Agreement on March 13, 2007 to offer District teachers a graduate program toward earning a Master of Science in Education and a California Reading Specialist Credential. Now in its third semester, the program includes eleven teachers from the Fullerton School District and six teachers from other districts. The agreement is being amended with the University so that notification of current insurance coverage is provided annually to the District.

Rationale: The Master of Science in Education and California Reading Specialist Credential Program offered in the Fullerton School District by California State University, Fullerton enhances teacher professional growth and benefits advancement of student literacy skills and student achievement.

Funding: Not applicable.

Recommendation: Approve the amendment of the Off Site Cohort Agreement with California State University, Fullerton for the Master of Science in Reading Education through June 30, 2009.

LC:JS:dp
Attachment

OFF SITE COHORT AGREEMENT

THIS AGREEMENT, entered on this 9th day of October, 2007 to the 30th day of June, 2009 by and between the State of California acting through the Trustees of the California State University on behalf of California State University, Fullerton, hereinafter called the ("University") and Fullerton School District, hereinafter called the ("District").

In consideration of the mutual promises and conditions set forth below, the University and District ("parties") agree as follows:

University Roles and Responsibilities:

1. University shall provide the opportunity for districts with whom an Agreement is established to receive University credit for courses taken toward a master's degree, credential, and/or certificate.
2. University shall appoint a coordinator to work with the District personnel to assure a smoothly running program.
3. University shall provide the same access to University library resources and all other services that are offered to on-campus students.

District Roles and Responsibilities:

1. District shall appoint an individual to work with the coordinator. This individual will be responsible for communicating via email and telephone with the coordinator about issues regarding the successful operation of the cohort.
 2. District shall offer the opportunity to participants to enroll for university credits through the University.
 3. District shall provide instructional space for the delivery of the instructional program and arrange to waive the usual fees associated with the use of district facilities. The instructional space should be appropriate for up to 35 adults and should include access either to an LCD connected to the Internet and an overhead projector and screen, per the specific department's needs. Instructional space will be requested based on the CSUF academic calendar (fall semester-late August through mid-December; spring semester-February through May; summer semester-June-August). A small amount of secure storage space may be required for instructors who need to store instructional materials.
 4. District shall provide access to a computer lab with between 25-35 work stations as needed for several courses during the program.
 5. District shall assist in selecting and contacting District students to participate in after-school tutoring sessions with graduate students.
-

TERM

This Agreement will become effective upon date of execution and continue through June 30, 2009 and may be terminated by either party after giving the other party 30 days advance written notice of the intention to terminate; however, any such termination by the District will not be effective against any student who at the date of mailing of said notice by the District was participating in said program until such Student has completed the program as mutually agreed upon.

GENERAL PROVISIONS

A. Indemnification

1. The University agrees to defend all claims of loss, and indemnify and hold harmless the District and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the University or its employees, officers, or volunteers in the performance of this Agreement.
2. The District agrees to defend all claims of loss, and indemnify, and hold harmless the State of California, the Trustees of the California State University, California State University, Fullerton and their officers, agents, volunteers and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the District or its employees, agents or volunteers in the performance of this Agreement.

B. Insurance

1. The University and District shall secure and maintain current coverage at all times during the Term, at their respective sole expense, professional general liability insurance covering themselves and their respective employees. The University will provide notification of insurance on an annual basis to the District.
 - A. Such coverage provided by The University and District may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.
 - B. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
 - 1) Each Occurrence \$1,000,000
 - 2) General Aggregate \$3,000,000
 - C. The University and District shall each secure and maintain at all times during the Term of the contract, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employee. Such coverage provided by The University and District may be afforded via commercial insurance or self-insurance.

- D. Business Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit no less than One Million Dollars (\$1,000,000) per occurrence.

The University and District shall further provide for thirty (30) day advance written notice of any modification, change or cancellation of any of the above insurance coverages.

The foregoing insurance limits and /or requirements as referred to under Section (B) above shall be subject to changes in, or modifications or, coverage, forms, and/or limits as mandated from time to time by insurance programs of the parties. When such changes or modifications are mandated, the parties shall agree to renegotiate requirements for insurance coverage, forms and/or limits within thirty (30) days from receipt of notification by either party of such change. The period for renegotiation shall be thirty (30) days. New contract terms regarding coverage, forms, and/or limits shall be mutually agreed upon by the parties and shall be evidenced by a written addendum to this Agreement within the period for renegotiation. If the parties are unable to renegotiate said coverage, forms, and/or limits, this Agreement shall automatically terminate at the end of the thirty (30) day period following renegotiation unless the parties mutually agree to extend the period for renegotiation and additional thirty (30) days.

2. The University shall self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

The University has elected to be self-insured for its general liability, vehicle liability, worker's compensation and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insurance program. Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations or under an official contract or license agreement, they should be referred to the State Board of Control, State of California, Tort Liability Section, 1515 K Street, Sacramento, CA 95814. Any claims regarding property are to be referred to the California State University, Risk Manager, 400 Golden Shore, Suite 210, Long Beach, CA 90802.

- C. **Governing Law.** This Agreement shall be governed by the laws of the State of California and shall in all respects be interpreted, enforced and governed by California law.

Notices. Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and mailed by United States registered or certified mail and addressed as follows:

UNIVERSITY:

California State University, Fullerton
Contracts & Procurement
2600 East Nutwood Avenue, Suite 300
Fullerton, CA 92831
Attn: Angela Warren, Buyer III

DISTRICT:

Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
Attn: Erin Skeffington

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date written above.

**CALIFORNIA STATE UNIVERSITY
FULLERTON**

**FULLERTON
SCHOOL DISTRICT**

By: 
Authorized Signature

By: _____
Authorized Signature

Angela Warren, Buyer III
Printed Name & Title

Printed Name & Title

9/25/07
Date

Date

Board Approval Date: _____

CONSENT ITEM

DATE: October 9, 2007
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE TO RE-DESIGNATE THE DIRECTOR OF BUSINESS SERVICES AS NON-SENIOR MANAGEMENT

Background: On May 23, 2006 the Board of Trustees approved a resolution for the position of Director of Business Services to be declared a senior management position. A senior management position requires that they report directly to the Superintendent. The Director of Business Services will be a non-senior management administrative classified position upon approval of the Board of Trustees.

Rationale: This action will bring the position of Director of Business Services in alignment with other Director positions that report directly to the Assistant Superintendent of Business Services.

Funding: Not applicable.

Recommendation: Approve to re-designate the Director of Business Services as non-senior management.

MD:cs

CONSENT ITEM

DATE: October 9, 2007

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

FROM: Tony Anderson
Chief Information Officer

PREPARED BY: Judy Lieb, Ed.D.
Coordinator, Educational Technology

SUBJECT: APPROVE TELECOMMUNICATIONS OF ORANGE COUNTY (TOC)
AGREEMENT FOR 2007-08

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 *unitedstreaming*, an online service with over 5,000 videos, 50,000 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 and principals including copyright and accessing digital resources. She was the keynote presenter at the Project TIES Summer Institute last June, and presented at the first Fullerton School District Technology Coordinators meeting of the 2007/08 school year.

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 2007-08 TOC agreement is \$9,933.11 and will be funded from program 400, the Educational Technology and Media Services Budget.

Recommendation: Approve Telecommunications of Orange County (TOC) agreement for 2007-08.

TA:JL:bw
Attachment



TELECOMMUNICATIONS OF ORANGE COUNTY
KOCE-TV / KOCE-DT FOUNDATION

15751 Gothard Street, P.O. Box 2476, Huntington Beach, CA 92647 ♦ 714-895-5623

2007-2008

AGREEMENT
FOR

TELEVISION BROADCASTING AND CONSULTING SERVICES

THIS AGREEMENT is made and entered into by and between The **KOCE-TV FOUNDATION, on behalf of Telecommunications of Orange County ("TOC")**, 15751 Gothard Street, 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, TOC 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 United 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 TOC 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. TOC Advisory Board: Membership in TOC shall entitle the Client to representation on the TOC Advisory Board. The TOC 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: TOC shall provide Client with training resources for its teachers on the subject of effective use of television and United Streaming in the

Fullerton School District
1401 W. Valencia
Fullerton, CA, 92833
Attn: Judy Lieb

classroom.

5. Broadcast of Instructional Television Programming: TOC shall, within the broadcast limits specified below, use its best efforts to provide instructional television three hours per day, Monday through Friday, for 30 weeks during the school year, September 3 through June 6. Participating teachers of Client shall indicate series they are interested in using, and this choice shall be confirmed at the discretion of the TOC Board of Directors.
6. Online Video Streaming: TOC shall provide Client with *unitedstreaming* for use in the classroom.
7. Grant of License to Copy Series: TOC 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 TOC.
9. Additional Usage of Recordings: Client may transmit Recordings via in-house cable systems, provided that all users receiving such materials are TOC clients. Client may also use TOC 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 TOC 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 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 TOC Executive Director.
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 TOC of Instructional Television Programs. All scheduling or rescheduling of TOC broadcasts including Instructional Television Programs shall be as approved by the TOC Board.
11. Liability Insurance: TOC shall obtain and maintain a policy of liability insurance against liability or claims of liability resulting from acts or omissions to act by TOC, 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 Instructional Television Programs, Recordings, and Instructional materials are and shall remain the property of TOC. TOC shall negotiate all lease agreements for Instructional Television Programs, which will remain the property of the Instructional Television Program Distributor. TOC 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 TOC 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 TOC 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 TOC: **KOCE-TV Foundation**
 c/o Telecommunications of Orange County
 P.O. Box 2476
 Huntington Beach, CA 92647

To CLIENT: **Fullerton School District**
 1401 W. Valencia
 Fullerton, CA, 92833
 Attn: Judy Lieb

15. Term of Agreement: The term of this Agreement shall begin when signed by Client, received by TOC, and approved by the governing board of Client and the KOCE-TV Foundation Board, and expires on August 31, 2008. The period in which TOC shall provide television-consulting services here under is September 3rd, 2007 to June 6, 2008. The period in which TOC shall provide online video streaming will be Sept. 1, 2007 to

August 31, 2008.

17. Fees: In consideration of the obligations performed here under by TOC, client shall pay TOC a fee of \$0.73 per student. The total dollar amount of this Agreement is **\$9,933.11**. The total number of students is 13,607.
18. Indemnity: Client to the extent permitted by law shall defend, indemnify and hold harmless TOC 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 TOC.
19. Limitation of Liability: Notwithstanding anything to the contrary with the exception of Client's duty to indemnify TOC as provided in paragraph 19, 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.
20. Remittance: Remittance of fees shall be made as follows: One payment of total fee: **\$9,933.11**, due by **December 31st, 2007**.

CLIENT

Signature _____

Name _____

Title _____

District _____

Date _____

KOCE-TV Foundation

Signature  _____

Name Ed Miskevich

Title VP/Station Manager

Date 9-20-07

***PLEASE NOTE:**

Send back Agreement with original signatures to:

Janet English
Executive Director, TOC
c/o KOCE-TV
P.O. Box 2476
Huntington Beach, CA 92647-0476

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

**TELECOMMUNICATIONS OF ORANGE COUNTY
KOCE-TV / KOCE-DT FOUNDATION**

15751 Gothard Street, P.O. Box 2476, Huntington Beach, CA 92647 ♦ 714-895-5623

ADDENDUM TO

2007-2008

AGREEMENT FOR

TELEVISION BROADCASTING AND CONSULTING SERVICES

Below are listed the names of member schools within the FULLERTON SCHOOL DISTRICT covered by the attached Agreement.

<u>SCHOOL</u>	<u>Student Count</u>
Acacia	538
Beechwood	631
Commonwealth	423
D. Russell Parks Jr. High	981
Robert C. Fisler School	808
Fern Drive	542
Golden Hill	717
Hermosa Drive	425
Ladera Vista Junior High	910
Laguna Road	600
Maple Elementary	438
Nicolas Jr. High	1039
Orangethorpe	892
Pacific Drive	745
Raymond	470
Richman	840
Rolling Hills	529
Sunset Lane	772
Valencia Park	796
Woodcrest	511

CONSENT ITEM

DATE: October 9, 2007

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

FROM: Linda A. Caillet, Ed.D., Associate Superintendent, Educational Services

PREPARED BY: Jackie Pearce, Principal, Fisler School

SUBJECT: APPROVE/RATIFY JACKIE PEARCE, PRINCIPAL, FISLER SCHOOL, TO ATTEND THE INTERACTIVE TECHNOLOGY IN EDUCATION (ITiE) SYMPOSIUM OCTOBER 8-10, 2007 IN LONDON, ENGLAND

Background: Research reveals that interactive technology in the classroom helps teachers to deliver more effective instruction to support greater student learning. Promethean Boards provide a tool that fosters such interactive teaching and learning. Fisler School is well on its way to meeting its goal of equipping each classroom with a Promethean Board. In 2004, there was just one Promethean Board in the middle school science room. Three years later, these interactive teaching tools are found in all third and fifth grade classrooms, the 6th grade science room and a 7/8 English classroom, as well. Site funds and teacher-awarded grants have made this possible.

A year ago, the principal of Fisler School participated in the National Educational Computing Conference (NECC) in Atlanta, Georgia where she began her search to gather greater insight and knowledge to share with teachers on how to integrate their boards into the curriculum. Today, there is wide spread interest across the grade levels in obtaining these boards.

This October, the Interactive Technology in Education (ITiE) Symposium 07 held in London England, the home of the Promethean company, offers the opportunity for participants to observe, learn and dialogue about a range of vital education issues, all delivered using the latest in Interactive technology. There is also the opportunity to visit schools where teachers demonstrate their experience with it in their classrooms.

Promethean has invited the principal of Fisler School to attend their (ITiE) Symposium, largely at their expense, covering costs for hotel, travel, food and partial conference fees. The remainder of the conference fees, \$750, will be paid through Fisler School's conference budget.

Rationale: Given Fisler School's emphasis on technology to facilitate the teaching/learning process, the commitment and dedication of the leadership and teaching staff and the proven effectiveness and efficiency of the use of the Promethean Board at Fisler School, it is requested that Mrs. Pearce's attendance at the ITiE Symposium 07 be approved.

Funding: The remaining cost for the conference of \$750.00 will be paid from Fisler School's Instructional School Site conference budget #0110230109-5210.

Recommendation: Approve/ratify Jackie Pearce, Principal, Fisler School, to attend the Interactive Technology in Education (ITiE) Symposium October 8-10, 2007 in London, England.

LC:lc

CONSENT ITEM

DATE: October 9, 2007

TO: Mitch Hovey Ed.D., District Superintendent

FROM: Linda A. Caillet, Ed.D., Associate Superintendent, Educational Services

PREPARED BY: Susan Albano, Director, Educational Services

SUBJECT: **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE FULLERTON SCHOOL DISTRICT AND THE FULLERTON PUBLIC LIBRARY FOR THE PURPOSE OF SUPPORTING PRIME TIME FAMILY READING TIME PROGRAM DURING THE 2007-2008 SCHOOL YEAR**

Background: The Fullerton School District and The Fullerton Public Library will collaborate together for the purpose of supporting the bilingual Spanish PRIME TIME FAMILY READING TIME family literacy program. The program will serve students and their families from Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest elementary schools. Each school will receive a 6-week session that includes the following Prime Time favorite topics: Fairness: "Do The Right Thing," Greed: "What's In It For Me?," Courage: "No Guts, No Glory," Dreams: "Dare to Dream," Cleverness: "Find A Way," Coping: "Deal With It," and Determination: "Just Do It."

The Fullerton School District will cooperate with the Fullerton Public Library to support the PRIME TIME FAMILY READING TIME program for the five schools through the following activities:

- 1) Provide \$3,450 to cover the costs of partnership fee, a community organizer, and a preschool coordinator for 3 six-week programs;
- 2) Authorize participation in classroom visits and school events to recruit families for PRIME TIME. FAMILY READING TIME;
- 3) Promote PRIME TIME FAMILY READING TIME with parents, students, and teachers;
- 4) Furnish requested information, if necessary, to complete the final report;
- 5) Encourage parents and students to sign up for a library card and visit the Library.

Rationale: Promoting and supporting parent involvement is important to the success for all students. NCLB requires that 1% of Title I funding be used to support this purpose. It is anticipated that the Fullerton School District will continue to be a strong partner in the success and positive impact of the PRIME TIME FAMILY READING TIME program.

Funding: Not to exceed \$3,450 dollars to be paid from District Title I budget #01212521015800.

Recommendation: Approve Memorandum of Understanding between the Fullerton School District and the Fullerton Public Library for the purpose of supporting Prime Time Family Reading Time program during the 2007-2008 school year.

LC:SA
Attachment

**Fullerton School District
Fullerton Public Library**

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is confirmed between the Fullerton Public Library and the Fullerton School District for the purpose of supporting the bilingual Spanish PRIME TIME FAMILY READING TIME family literacy program. The program will serve students and their families from Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest elementary schools.

The Fullerton School District will cooperate with the PRIME TIME project for the five schools through the following activities:

- 1) provide \$3,450 to cover the costs of partnership fee, a community organizer, and a preschool coordinator for 3 six-week programs.
- 2) authorize participation in class room visits and school events to recruit families for PRIME TIME.
- 3) promote PRIME TIME with parents, students, and teachers.
- 4) furnish requested information, if necessary, to complete the final report.
- 5) encourage parents and students to sign up for a library card and visit the Library.

It is anticipated that the Fullerton School District will continue to be a strong partner in the success and positive impact of the PRIME TIME program.

The Fullerton School District will participate in the bilingual Spanish PRIME TIME FAMILY READING TIME Family Literacy Program with a total contribution of \$3,450 for the 2007-2008 school year. The Fullerton Public Library will invoice the Fullerton School District for the total fee of \$3,450 by June 1, 2008.

Jeanette Contreras, Children's Services Manager/Project Director
Fullerton Public Library

Date

Dr. Mitch Hovey, Superintendent
Fullerton School District

Date

Fullerton School District
Regular Meeting of the Board of Trustees
Tuesday, September 25, 2007
District Board Room, 1401 W. Valencia Drive, Fullerton, CA 92833
4:30 p.m.
Minutes

Call to Order and Pledge of Allegiance

President Duncan called a Regular meeting of the Fullerton School District Board of Trustees to order at 4:45 p.m., and Larry Lara 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, Dr. Linda Caillet, Dr. Gary Cardinale, and Mr. Mark Douglas

Public Comments

There were no public comments at this time.

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

Trustee Ballard pulled item 1a to question how the assistant superintendents' contract adjustments are determined, and Mark Douglas explained that the adjustments are recommended by the superintendent and must be acted on in open session. After some discussion, it was moved by Ellen Ballard, seconded by Beverly Berryman and carried 5-0 to approve the consent items as presented.

Consent Items

- 1a. Approve/ratify Assignment of 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 822B0095 through 822B0097, 822C0028 through 822C0035, 822D0177 through 822D0207, 822M0091 through 822M0100, 822R0215 through 822R0264, 822V0039 through 822V0044, and 822X0236 through 822X0263 for the 2007/08 fiscal year.
- 1d. Approve/ratify Food Services purchase orders numbered 100123 through 100135 for 2007/2008.
- 1e. Approve/Ratify warrants numbered 58715 through 58857 for the 2007/2008 school year in the amount of \$239,352.31.
- 1f. Approve/ratify Food Services warrant number 5622 in the amount of \$120.00 for the 2007/2008 school year.
- 1g. Appoint Nancy Spencer as Classified Employees' Personnel Commissioner effective December 1, 2007.
- 1h. Approve/ratify Classified Personnel Report.
- 1i. Approve Change Order #1 for Countertops Express for Countertop Replacement at Various Schools, Group 2, FSD-06-07-CC-04.
- 1j. Approve Change Order #1 for Verne's Plumbing, Inc. for Kindergarten Restroom Upgrades – Bid Package #3: Plumbing, FSD-06-07-CC-10.
- 1k. Approve Change Order #2 for Collins Builders, Inc. for Countertop Replacement at Various Schools, Group 3, FSD-06-07-CC-05.

- 1l. Approve Notice of Completion for Countertops Express for Countertop Replacement at Various Schools, Group 2, FSD-06-07-CC-04.
- 1m. Approve Notice of Completion for Verne's Plumbing, Inc. for Kindergarten Restroom Upgrades - Bid Package #3: Plumbing, FSD-06-07-CC-10.
- 1n. Approve Notice of Completion for Collins Builders, Inc. for Countertop Replacement at Various Schools, Group 3, FSD-06-07-CC-05.
- 1o. Approve Ward Rovira to attend out of state International Baccalaureate Middle Years Program Level 1 training in Alexandria, Virginia, October 5-8, 2007.
- 1p. Approve Jody Dyer, Christine Olivolo, and Carin Leavitt to attend out of state International Baccalaureate Middle Years Program Levels 1 and 2 trainings in Seattle, Washington, October 19-22, 2007.
- 1q. Approve Ramon Miramontes, Pamela Miller, Russell Harrison, and Blair Levine to attend out of state International Baccalaureate Middle Years Program Level 1 training in Miami, Florida, November 30-December 3, 2007.
- 1r. Approve the 2007-08 Agreement with Orange County Department of Education for Inside the Outdoors Field and School Programs.
- 1s. Approve the 2007-2008 Agreement with Orange County Department of Education for Resident Outdoor Science School.
- 1t. Approve 2007-2008 Intranet Network Support Services Agreement, Amendment #1, with the Orange County Superintendent of Schools.
- 1u. Ratify/approve Independent Contractor Agreement with Dr. Janice Crick for Literacy training for 2007-2008.
- 1v. Adopt Resolutions 06/07-B039 through 06/07-B053 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code Sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1w. Approve Notice of Completion for Videocam Incorporated for the Audio and Video System in the Ladera Vista Gymnasium/Performance Center, FSD-05-06-CC-6.
- 1x. Approve Notice of Completion for CCS Presentation Systems, Inc., for Audio and Video Systems – Multi-Purpose Buildings at various schools, FSD-05-06-CC-5.
- 1y. Approve Tony Anderson and Sam Ricchio to attend out of state Erate Training Meeting in Phoenix, Arizona.

Approve Minutes

Moved by Lynn Thornley, seconded by Hilda Sugarman and carried 5-0 to approve the minutes of the Regular meeting on September 11, 2007.

Recess to Closed Session

The Board recessed into closed session at 4:50 p.m. 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 5:55 p.m., and Andy Montoya led the Pledge of Allegiance to the flag. President Duncan stated there was nothing to report from closed session.

Introductions/Recognitions

Lauralyn Eschner of the All the Arts for All the Kids Foundation, along with members of the Foundation's Board of Directors, presented a check for \$60,000 to the District for the All the Arts for All the Kids Program and for the Arts LAB (Learning Activities Bus) project.

Superintendent's Report

Dr. Hovey's report: stated he is encouraged by the STAR test score results for 2006/07 and that six of the District's schools (Acacia, Fern Drive, Fislser, Hermosa Drive, Laguna Road, and Sunset Lane) are eligible to apply for California Distinguished School recognition; the District has been awarded a \$116,528 Beckman Foundation Supplemental Grant for Science kits and hands-on Science Inquiry implementation; the District has been notified of a validation visit by the California School Boards Association for the Arts LAB (Learning Activity Bus); thanked Joe Felz from the City of Fullerton for being here this evening and for the fine working collaboration with the City regarding the Richman Field Lights Agreement; enjoyed reading to students in the Fullerton Public Library's Bookmobile at Commonwealth School and also commented the Library has distributed posters throughout the District, with his photo, encouraging students and families to obtain library cards; stated the Back to School nights have been very well attended; had the opportunity to attend the Neighbors United for Fullerton meeting where he shared the positive things the District is doing; is looking forward to attending the California School Boards Association's Masters in Governance program beginning October 5th.

Information from the Board of Trustees

Trustee Sugarman's report: thanked Maintenance and Operations employees Neil Ferone and Jim Konegni for stepping up to the plate to quickly make the necessary repairs due to the stolen conduit at one of the District's schools; this Saturday is "Ladies Mystery Day", and she will share the details at the next Board meeting; learned at today's PTA Council meeting that the Fullerton Public Library has a new passport service and audio books can be downloaded from the Library's web site; District Nurse Charlene Kisner provided a flyer that explains all the services that the District nurses provide; kudos to the Food Services Department for their ongoing work with the District Nurses and staff regarding special dietary needs of students.

Trustee Thornley's report: is enjoying the many activities going on this time of year; commented that we are reminded tonight of the great partnerships in our community; noted that the District's Arts program is a gift given to our children, and we are fortunate to have this program.

Trustee Berryman's report: attended the Chamber of Commerce Education Committee meeting where they discussed the ways the Chamber supports education; enjoyed the YMCA Crab Fest event; the Back To School nights are exciting, and it's fun to see the kids on the playgrounds; visited an Arts LAB (Learning Activity Bus) and was very impressed with it; the PTA will soon begin their support of the FIES (Fullerton Interfaith Emergency Services) toy and food drive, along with the Reflections Contest ; stated she is now the legislative rep for the PTA Council and encouraged all schools to find parents who might be interested in attending three legislative meetings this year at the District level; discussed the Project Path group that addresses how the community can combat under-age drinking and the subject of parents' social hosting (under-age drinkers in the home) and the resulting consequences.

Trustee Ballard's report: attended a recent YMCA event and commented they are remodeling the facility that serves adults and children; the Boys & Girls Club's recent fundraiser was terrific, and they raised a lot money; commented on the great partnerships with local businesses and noted that Fullerton Photo has donated money for teacher grants to the Fullerton Education Foundation.

President Duncan's report: has enjoyed attending several Back to School nights; stated he attended a Technology Coordinator meeting where Janet English, from Telecommunications of Orange County, made an excellent presentation to teachers.

Information from PTA, FETA, CSEA, FESMA

FETA President Andy Montoya's report: stated this has been the best September ever and thanked the Board; attended the Neighbors United for Fullerton meeting and noted he enjoyed hearing about the collaboration between the District, the Fullerton Joint Union High School District, and Fullerton College; discussed that the CTA (California Teachers Association) has problems with some of the wording in the Miller-McKeon NCLB (No Child Left Behind) Discussion Draft "Rewarding Teachers for Excellence."

Public Comments

There were no public comments at this time.

Action Items

2a. Adopt Resolution No. 07/08-07

Moved by Hilda Sugarman, seconded by Beverly Berryman and carried 5-0 to adopt Resolution No. 07/08-07 authorizing electronic printing of the District Superintendent's signature on electronically printed vendor checks for the Fullerton School District (District 22), Fullerton School District Community Facilities District No. 2000-1 (Van Daele) (District 40) and Fullerton School District Community Facilities District 2001-1 (Amerige Heights) (District 48).

2b. Approve Agreement for installation, maintenance and joint use of field lights and associated field improvements at Richman School

Mr. Joe Felz from the City of Fullerton commented that he is proud of the partnership with the District and looks forward to future projects with the District. Mr. Felz stated the project would likely commence by next spring or early summer. Dr. Cardinale stated he appreciated working with Joe Felz and Chris Meyer and is looking forward to establishing a long-lasting relationship with the City. Moved by Ellen Ballard, seconded by Lynn Thornley and carried 5-0 to approve an agreement for installation, maintenance and joint use of field lights and associated field improvements at Richman School.

Administrative Reports

3a. 2006/2007 Star Results

Jennifer Shepard, Sung Chi, Susan Albano, and Debbie Warren presented a comprehensive PowerPoint report entitled "Assessment & Accountability Report" that included a review of the Fullerton School District's 2006-2007 STAR summary results, an overall summary of student achievement District-wide, a report of the achievement levels of significant subgroups, longitudinal API/AYP comparisons, CAPA results, and the status of Program Improvement Schools.

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

Trustee Berryman discussed the Fullerton Collaborative's request for a discussion at a future Board meeting regarding joint use and accessibility of fields and playground facilities in the community, and she would like clarification of the District's policy.

Adjournment

President Duncan read a quote from John Blaydes' book, The Educator's Book of Quotes, "It's easy to make a buck, it's a lot tougher to make a difference." President Duncan adjourned the Regular meeting on September 25, 2007 at 8:15 p.m.

Hilda Sugarman, Clerk, Board of Trustees