

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

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

REGULAR MEETINGS OF THE BOARD OF TRUSTEES are held in the District Administration Building Board Room, unless otherwise noted, at 5:00 p.m. with closed session, 6:00 p.m. open session. Board meetings are scheduled once during the months of January, April, July, August, October, and December and twice during the months of February, March, May, June, September, and November. The Regular agenda is posted a minimum of 72 hours prior to the meeting, and a Special Board meeting agenda is posted a minimum of 24 hours prior to the meeting.

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

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

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

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

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

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

FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, January 17, 2012
5:15 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Trustee Sugarman called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:21 p.m. and Spencer Covert, legal counsel, led the pledge of allegiance to the flag.

Board Members present: Beverly Berryman, Janny Meyer, Hilda Sugarman, Chris Thompson, Lynn Thornley

Administration present: Dr. Mitch Hovey, Mr. Mark Douglas, Mrs. Susan Hume, Mrs. Janet Morey

Guest present: Spencer Covert, *Parker and Covert, LLP*

Public Comments

There were no public comments at this time.

Recess to Closed Session – Agenda

At 5:23 p.m., the Board recessed to Closed Session for: •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mark Douglas [Government Code sections 54954.5(f), 54957.6] •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957] •Potential Litigation [Government Code section 54956.9(b)(1)] •Confidential Student Services [Education Code sections 35146, 48918]; Public Employee Appointment, Principal at Beechwood School (Government Code section 54957).

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

The Board returned to Open Session at 6:04 p.m., and Girl Scout Cadette Troop from Robert C. Fisler School led the pledge of allegiance to the flag.

President Sugarman reported the Board meeting would be video taped.

President Sugarman reported that the Board voted 5-0 to approve the Final Settlement Compromise and Release Agreement between the Fullerton School District and the parents of Student ID #733780. The District agrees to reimburse to the Parents an amount not to exceed \$5,432.01 in satisfaction of all reasonable attorneys' fees and costs in Case No. SA CV 11-1597 JVS, upon presentation of documentation as identified in paragraphs 3 and 4 of this Agreement, payable to "The Client Trust Account of Timothy A. Adams & Associates APLC" within sixty (60) days after execution by Parents and their counsel of this Agreement.

Introductions/Recognitions

Dr. Hovey introduced Julie Graham, newly appointed Principal at Beechwood School, and her husband Mathew Graham; Dr. Hovey introduced Hilda Flores, newly appointed Principal at Woodcrest School, and her mother Atanacia Flores and her mother-in-law Mary Boccafuso. Dr. Hovey and President Sugarman congratulated Mrs. Graham and Mrs. Flores. President Sugarman presented Mrs. Graham and Mrs. Flores with a small appreciation gift.

Richman School was recognized for its recent Golden Bell Award and special recognition from the American Cancer Society. Regarding the Golden Bell Award from the California School Boards Association, Estella Grimm, Principal at Richman School, shared that Richman School is a prime example of a school focused on health and academic achievement. Richman's "*Strong Minds, Strong Bodies, Strong Futures*" consists of several components and collaborative efforts which include an exceptional Physical Education program, eating healthy and being active, and a partnership with the St. Jude Neighborhood Health Clinic. Richman School has been a finalist for two years in a row in the Governors Fitness Challenge. Two years ago, Kurt Koerth, Physical Education teacher, was awarded the silver medal in the Governors Fitness Challenge and Richman School was awarded \$2,500.00 for Physical Education equipment.

Mrs. Grimm also spoke about the special recognition Richman School received from the American Cancer Society at the California PTA Conference for Richman School's efforts to combat childhood obesity.

Trang Lai, Principal at Robert C. Fidler School, presented an overview of the school's many programs and activities. Students Shirley and Benjamin Pham assisted her in the presentation.

President Sugarman thanked Ted Lai, Director of Technology and Media Services, for his five years of service to the Fullerton School District. She shared that Mr. Lai's innovative abilities helped grow 21st Century technology learning in the Fullerton School District.

It was moved by Lynn Thornley, seconded by Chris Thompson, and carried 5-0 to address item #2b at this time.

2b. Hear presentation and accept the 2010/2011 Audit Report.

Thomas Flores, with the firm Nigro, Nigro & White, PC, presented and briefly discussed the audit results. It was moved by Lynn Thornley, seconded by Beverly Berryman and carried 5-0 to accept report of the 2010/2011 Audit Report.

Public Comments – Policy (see above)

Robert B. Everest, parent, expressed his concerns regarding the District not starting the upcoming 2012-2013 school year in the middle of August due to vacation conflicts for families. Mark Douglas, Assistant Superintendent of Personnel Services, will contact Mr. Everest to clarify the District's intent regarding the first day of student attendance for the upcoming 2012-2013 school year.

Superintendent's Report

Dr. Hovey wished everyone a "Happy New Year." He announced that great things are happening throughout the District. Dr. Hovey thanked Ted Lai for helping the District move forward with 21st Century technology learning and wished him well in his new role. Dr. Hovey was happy to report that Helen Felix, Language Arts teacher at Nicolas Junior High School, was nominated and selected as one of six finalists for the California League of Middle Schools Region 11 Educator of the Year award. This honor is bestowed upon individuals who have made exemplary contributions to middle school level education. Dr. Hovey will be attending, along with Dr. Mathew Barnett (Nicolas Junior High School Principal), the awards dinner on Thursday, January 19, 2012, at the Long Beach Yacht Club. (Helen Felix will be honored at a future Board meeting in February). Dr. Hovey thanked Trustee Thompson for helping coordinate Peter Murrieta, Executive Television Producer, to visit students at Ladera Vista and Nicolas Junior High Schools. Mr. Murrieta has produced television shows such as Wizards of Waverly Place on the Disney Channel and Double Up on Cartoon Network.

Information from the Board of Trustees

Trustee Meyer – She congratulated Ted Lai and thanked him for his service to the District. Trustee Meyer shared Mr. Lai's motto based from a John Dewey quote: "If you teach today's students as we taught yesterday's, we rob them of tomorrow". Trustee Meyer attended the 11th Annual Girls' Conference for the students of Nicolas Junior High School on January 6th. Jeremy Bates was the presenter at the conference and he conducted a very inspirational speech. She reminded junior high school principals that the deadline for their teachers to submit grants to the Fullerton Technology Foundation (FTF) is January 20th. Trustee Meyer clarified information that was incorrectly posted in the Fullerton Observer. She stated while the FTF does support the District's Laptop program only \$70,000 of the \$150,000 raised goes to the program. The other funds support a variety of other technology needs throughout the District. Trustee Meyer shared the Fullerton Educational Foundation is coordinating a fundraising event on Sunday, January 29th to celebrate the Chinese New Year. This event is being held at the China Village Restaurant and will benefit teacher grants for Fullerton classrooms.

Trustee Thompson- He reported that he would like to clarify some information regarding a mailer that was sent to Fullerton residents regarding information about himself and another individual having been arrested. Trustee Thompson shared that neither himself nor the other individual were ever arrested and that no law was broken.

Trustee Berryman- She thanked Ted Lai for his excellent service to the staff and students and expressed that he will be missed. Trustee Berryman had an opportunity to attend the Accelerated Reader celebration at Raymond School on January 5th that honored Raymond students who have reached all three of their Accelerated Reader goals. Trustee Berryman commented that it is so nice to see all of the reading that goes on in the schools and thanked Raymond School for inviting her to participate in their reading celebration.

Trustee Thornley- She stated that it is a new year with many wonderful new opportunities. It is exciting to hear about teachers and schools winning awards. She thanked Ted Lai for his service. Trustee Thornley shared her sentiment to make 2012 another fantastic year because the Fullerton School District always leads the way.
President Sugarman- She shared that the All the Arts for All the Kids Foundation sells beautiful note cards for anyone who is interested in purchasing them to support the Foundation. She shared that the majority of the Board attended the California School Boards Association (CSBA) Annual Education Conference and she wanted to share information about a great speaker heard during the conference Salman Khan (further information can be found at www.khanacademy.org). President Sugarman expressed her concern regarding budget cuts in transportation (CSBA shared information regarding this in its January newsletter).

Information from PTA, FETA, CSEA, FESMA

PTA- Georgene Bravo – no report.

FETA – Karla Turner – She reported that last month several Fullerton School District schools were acknowledged for excellence according to the Orange County Register. Ms. Turner congratulated Richman School for receiving the Golden Bell award. She stated that Governor Brown has proposed cuts in education and health and welfare programs that impact senior citizens. However, the \$9.2 billion deficit is an improvement over last year's \$26 billion deficit. The automatic cut of nearly \$5 billion is the equivalent of about 3 weeks of school. In times like these, school districts and educators try to implement programs that provide constructive activities for students. Ms. Turner expressed her appreciation for the District and staff continuing to work together in the best interest for students.

CSEA- Marleen Acosta – no report.

FESMA –Sherry Hoyt – She wished everyone a “Happy New Year.” The District is submitting several nominations for recognition awards through the Association of California School Administrators (ACSA) Region 17. She announced that the upcoming OCSBA/ACSA Joint Dinner meeting will be on February 1, 2012 and extended an invitation to everyone to attend.

Information Items

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

Approve Minutes

Moved by Lynn Thornley, seconded by Chris Thompson and carried 5-0 to approve the minutes of the Regular meeting on December 13, 2011.

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

Consent Items

Moved by Janny Meyer, seconded by Beverly Berryman and carried 5-0 to approve the consent items. The Board discussed Board items #1c, #1h, #1i, #1n, #1o, #1q, and #1y.

1a. Approve/Ratify Certificated Personnel Report.

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

1c. Approve/Ratify purchase orders numbered F22C0053 through F22C0068, F22D0387 through F22D0452, F22L0011, F22M0123 through F22M0141, F22R0376 through F22R0428, F22T0019 through F22T0024, F22V0077 through F22V0081, and F22X0353 through F22X0364 for the 2011/2012 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 140492 through 140631 for the 2011/2012 school year.

1e. Approve/Ratify warrants numbered 81138 through 81722 for the 2011/2012 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 8689 through 8742 for the 2011/2012 school year.

1g. Approve/Ratify Classified Personnel Reports.

- 1h. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 2 (October 1, 2011 – December 31, 2011).
- 1i. Approve Independent Contractor Agreement between Fullerton School District and Daniela Arbizzi for Early Childhood Education Consultant Services.
- 1j. Approve purchase of supplies by Fullerton School District from Placentia-Yorba Linda Unified School District Piggyback Bid No. 211-12.
- 1k. Approve purchase of audio and video equipment by Fullerton School District from Redlands Unified School District's Piggyback Bid No. 10-11-Audio Video Equipment.
- 1l. Approve/Ratify warrant number 1077 for the 2011/2012 school year (District 40, Van Daele).
- 1m. Approve/Ratify warrant number 1118 through 1119 for the 2011/2012 school year (District 48, Amerige Heights).
- 1n. Approve/Ratify agreement regarding the imposition and payment of Capital Facilities Capacity Charges (CFCC).
- 1o. Approve license agreement with the North Orange County Community College District (NOCCCD), effective January 18, 2012.
- 1p. Approve Classified tuition reimbursements.
- 1q. Approve revisions to the Local Educational Agency Plan (LEA Plan) Title III for English learners.
- 1r. Approve/Ratify 2011/2012 Independent Contractor Agreement between Fullerton School District and Jane R. Vogel for vision assessment effective December 16, 2011 through June 15, 2012.
- 1s. Approve Independent Contractor Agreement between Fullerton School District and Action Learning Systems (ALS), Inc., to provide teacher training and technical support to Valencia Park teachers from February 1, 2012 through May 31, 2012.
- 1t. Approve Independent Contractor Agreement between Fullerton School District and Susie Vanderlip to provide science training for second grade teachers at a District Wednesday Professional Development session on April 18, 2012.
- 1u. Approve/Ratify 2011/2012 Subcontract Agreement between the Buena Park School District and Fullerton School District for the Beginning Teacher Support and Assessment (BTSA) Program.
- 1v. Approve/Ratify 2011/2012 Subcontract Agreement between the La Habra City School District and Fullerton School District for the Beginning Teacher Support and Assessment (BTSA) Program.
- 1w. Approve 2012 overnight educational tour/field study for students to attend the American Heritage Tour for Nicolas Junior High School on May 18-25, 2012, Beechwood School on June 2-9, 2012, Fisler School on May 26-June 2, 2012 and the California Heritage Tour for Fisler School on May 30-June 1, 2012.
- 1x. Approve Trish Behlings and Beci Weed, Technology & Media Services, to attend the PowerSchool Users Group (PSUG) National Information.
- 1y. Approve/Ratify Nonpublic Agency Master Contract between Fullerton School District and Augmentative Communication Therapies for assistive technology services from December 16, 2011 through June 15, 2012.
- 1z. Approve Independent Contractor Agreement between Shannon Harken and Fullerton School District to provide Rtl training for Orangethorpe School on January 26 & 27, 2012.

Discussion/Action Item

2a. Approve Revised Board Policy 3553

- Revised:

Business and Non-Instructional Operations
BP 3553, Free and Reduced-Price Meals

It was moved by Janny Meyer, seconded by Lynn Thornley and carried 5-0 to approved Revised Board Policy 3553, Free and Reduced-Price Meals.

Item # 3d was addressed at this time.

3d. Transitional Kindergarten Report

Janet Morey, Assistant Superintendent of Educational Services, presented an overview on Transitional Kindergarten (TK). The Governor's budget proposal for 2012/2013 has eliminated the funding for TK. Randa Schmalfeld (Principal at Rolling Hills School), Susan Mercado (Principal at Maple School), and Susan Albano (Director of Educational Services) assisted Mrs. Morey with the presentation.

This item was previously addressed.

2b. Hear presentation and accept the 2010/2011 Audit Report.

Administrative Reports

3a. First Reading of Revised Board Policy 5111 – Admission

- Revised:

Students
BP 5111 Admission

Mark Douglas shared that this item serves as the first reading of Board Policy 5111 and any questions or revisions may be directed to his office. Approval of this Board Policy will be forthcoming on February 7, 2012.

3b. First Reading of Deletion of Board Policy 5118 – Transfers (District Choice Program).

Mark Douglas shared that deletion of Board Policy 5118 is recommended because it is an outdated policy and Board Policy 5116.1 (Intradistrict Open Enrollment) exists to address this topic; Board Policy 5116.1 was previously approved by the Board on December 14, 2010.

3c. First reading of revised Board Bylaws

- Revised:

Bylaws of the Board
BB 9322 Agenda/Meeting Materials
BB 9323 Meeting Conduct

Dr. Mitch Hovey shared that this item serves as the first reading of revised Board Bylaw 9322 and revised Board Bylaw 9323. The Board held discussion regarding both revised bylaws. Mr. Thompson expressed his request to Continue to receive a hard copy of the full Board agenda for each Board meeting. Spencer Covert stated he would look into the legal requirement to provide a hard paper copy to Board members. Dr. Mitch Hovey asked the Board of Trustees to send any further concerns or revisions to his office.

This Board item was previously addressed.

3d. Transitional Kindergarten Report

3e. Videotaping of Board Meetings Report

Dr. Hovey reported that as a follow up to the Special Board Meeting held on November 3, 2011, he was asked to gather information regarding the feasibility of videotaping Board Meetings. This request was done by the Board to provide high quality and access to the Board Meetings. Dr. Hovey surveyed approximately 20 surrounding districts concerning videotaping of their Board Meetings. Dr. Hovey explained the pros and cons of videotaping Board Meetings. The District's recommendation is that if the Board pursues moving forward with videotaping Board Meetings, it would be very costly due to closed caption requirements. Dr. Hovey shared that

it is the District's recommendation that the Board does not move forward with videotaping Board meetings due to cost. Mr. Thompson shared his sentiment that the District or any school site should not post any video on their website that may have individuals speaking without adding closed captioning. Dr. Hovey will follow up with legal counsel to clarify if closed captioning only pertains to the videotaping of public meetings.

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

No requests.

Adjournment

President Thornley adjourned the Regular meeting on January 17, 2012 at 8:46 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, February 7, 2012
5:00 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Public Comments – Policy

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

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

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

6:00 p.m. – Call to Order, Pledge of Allegiance, and Report From Closed Session
Cub Scout Pack 1218, Raymond School

Public Comments – Policy (see above)

Introduction/Recognitions
Raymond School Report

Superintendent's Report

Information from the Board of Trustees

Information from DELAC, PTA, FETA, CSEA, FESMA

Information Items

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

Approve Minutes

Regular meeting on January 17, 2012

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

Consent Items

Actions for consent items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings,

they are prepared to vote with knowledge on the consent items. Board Members routinely contact District staff for clarification of Board items prior to the meeting. Consent items are voted on at one time, although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.

1a. Approve/Ratify Certificated Personnel Report.

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

1c. Approve/Ratify purchase orders numbered F22B0015, F22C0069 through F22C0074, F22D0453 through F22D0501, F22M0142 through F22M0149, F22R0429 through F22R0469, F22S0023 through F22S0026, F22T0025 through F22T0026, F22V0082 through F22V0083, and F22X0365 through F22X0368 for the 2011/2012 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 140632 through 140685 for the 2011/2012 school year.

1e. Approve/Ratify warrants numbered 81723 through 81804 for the 2011/2012 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 8743 through 8790 for the 2011/2012 school year.

1g. Approve Classified tuition reimbursement.

1h. Approve Early Intervention for School Success (EISS) grant application for preschool and early primary teacher training at Orangethorpe School for 2012/2013 and 2013/2014.

1i. Approve Early Intervention for School Success (EISS) Independent Contractor Agreement between Fullerton School District and Martha Anderson for a workshop to be held at Richman School on February 10, 2012.

1j. Approve Independent Contractor Agreement between Fullerton School District and Dr. Nancy Porras to provide English language development parent education classes at Commonwealth School effective February 16, 2012 through March 25, 2012.

1k. Approve Independent Contractor Agreement between Fullerton School District and Action Learning Systems, Inc., (ALS) to provide advanced instructional materials training and coaching in English Language Arts and Mathematics for Pacific Drive School on February 15 and May 30, 2012.

1l. Approve/Ratify Change Orders #1 and #2 for R. Jensen Company, Inc., for Installation of Ball Walls at Acacia, Fern Drive, and Golden Hill Schools: FSD-11-12-CF-01.

1m. Approve rejection of Claim Number 11-96582 DP.

1n. Adopt Resolutions numbered 11/12-B010 through 11/12-B016 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

Public Hearing

Hold Public Hearing to approve Specific Waiver Renewal Request for Class Size Grades One Through Three and approve General Waiver Renewal Request for Class Size Grades Four Through Eight.

Discussion/Action Items

2a. Approve Specific Waiver Renewal Request for Class Size Grades One through Three effective July 1,

2012 through June 30, 2014.

2b. Approve General Waiver Renewal Request for Class Size Grades Four through Eight effective July 1, 2012 through June 30, 2014.

2c. Approve Revised Board Policy 5111 – Admission

- Revised:

Students

BP 5111 Admission

2d. Approve Deletion of Board Policy 5118 – Transfers (District Choice Program).

2e. Approve Revised Board Bylaws

- Revised:

Bylaws of the Board

BB 9322 Agenda/Meeting Materials

BB 9323 Meeting Conduct

2f. Approve Five-Year Contract with Time Warner Cable to provide a 45Mbps fiber optic circuit to each school site and a 1Gbps fiber optic circuit to the Fullerton School District Office effective July 1, 2012 through June 30, 2017.

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, February 28, 2012, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

CONSENT ITEM

DATE: February 7, 2012

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

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

SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hire(s), and resignation(s), leave(s) of absence, and retirement(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MLD:rw
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON FEBRUARY 7, 2012

NEW HIRE(S)

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Brian Barr	Substitute Teacher	Employ	100	01/09/12
Casey Cox	Substitute Teacher	Employ	100	01/10/12
Richelle Daniel	Substitute Teacher	Employ	100	01/04/12
Christine Logan	Substitute Teacher	Employ	100	01/10/12

RESIGNATION(S) LEAVE(S) OF ABSENCE AND RETIREMENT(S)

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Christine Hoelker	20% P.E./Woodcrest	Resignation	01/03/12
Julienne Lee	6 th Grade/Fisler	Leave of Absence	01/23/12-03/16/12
John MacMurray	P.E./Science/Ladera Vista	Retirement	01/31/12
Melissa Rowland	Math/Nicolas	Leave of Absence	01/24/12-02/28/12
Carroll Smith	Social Science/Ladera Vista	Leave of Absence	01/04/12-06/15/12

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on February 7, 2012.

Clerk/Secretary

CONSENT ITEM

DATE: February 7, 2012
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Susan Hume, 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 District. Gifts must be deemed suitable for a purpose by the Board of Trustees and be used in an appropriate manner. However, it is the policy of the Board of Trustees to discourage all gifts which may directly or indirectly impair the Board of Trustees' commitment to providing equal educational opportunities to the students of the District. As indicated in the above-mentioned Board Policy, the District Superintendent approves gifts designated for a specific school for acceptance at that school. Descriptions of gifts presented for acceptance are included on the attachment. Gifts for specific dollar amounts are noted, non-monetary gifts are identified, and the donor is responsible for reporting the value to the Internal Revenue Service.

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

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

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

SH:gs
Attachment

FULLERTON SCHOOL DISTRICT**Gifts: February 7, 2012**

<u>SCHOOL/SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
District Office	Fullerton Technology Foundation (Community Partner)	Monetary donation of \$19,650.00 for Technology and Media Services
District Office	SchoolsFirst Federal Credit Union (Community Partner)	Monetary donation of \$45.00 for the District
Fern Drive	Box Tops for Education (Community Partner)	Monetary donation of \$552.10 for the school
Fisler	Apple Inc. (Community Partner)	Monetary donation of \$500.00 for the laptop program
Fisler	Wells Fargo Foundation (Community Partner)	Monetary donation of \$40.39 for field trips (matching funds program)
Golden Hill	Golden Hill PTA	Monetary donation of \$200.00 for iPad
Golden Hill	Mireille Selim and Bishoi Guirguis (Parents)	Monetary donation of \$50.00 for the school
Golden Hill	Spree Bird (Community Partner)	Monetary donation of \$50.77 for the school
Ladera Vista	J.P. Morgan Chase (Community Partner)	Monetary donation of \$50.00 for the school (matching funds)
Laguna Road	Sandip & Raman Grewal (Parents)	Monetary donation of \$1,000.00 for the school
Laguna Road	Laguna Road PTA	Monetary donation of \$7,611.50 for the school
Laguna Road	Laguna Road Support Our School Foundation (Community Partner)	Monetary donation of \$500.00 for P.E.
Laguna Road	Wells Fargo Foundation (Community Partner)	Monetary donation of \$53.83 for Rm.3 (matching funds)
Orangethorpe	Warmel Management Co. (Community Partner)	Monetary donation of \$397.61 for the school
Pacific Drive	Anaheim Methodist Church (Community Partner)	Monetary donation of \$4,000.00 for the Accelerated Reader Program
Parks	Mr. & Mrs. Ben Choi (Parents)	Monetary donation of \$200.00 for the Academic Pentathlon
Parks	Mr. & Mrs. Gergis & Aileen Ghobrial (Parents)	Monetary donation of \$300.00 for the vocal program

FULLERTON SCHOOL DISTRICT**Gifts: February 7, 2012**

<u>SCHOOL/SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Parks	Mr. & Mrs. John Kim (Parents)	Monetary donation of \$50.00 for the Academic Pentathlon
Richman	Fullerton Education Foundation (Community Partner)	Monetary donation of \$473.00 for kindergarten supplies
Richman	Fullerton Education Foundation (Community Partner)	Monetary donation of \$759.00 for kindergarten supplies
Richman	The Habit Restaurants (Community Partner)	Monetary donation of \$101.24 for technology
Richman	Philanthropic Foundation (Community Partner)	Monetary donation of \$1,000.00 for the school
Rolling Hills	Raytheon (Community Partner)	Monetary donation of \$1,000.00 for fine arts (matching funds)
Rolling Hills	Scholarship America (Community Partner)	Monetary donation of \$700.00 for Room 13
Sunset Lane	Mark Guttenplan (Community Partner)	Donation of a Bundy trombone for band
Sunset Lane	Northrop Grumman Foundation (Community Partner)	Monetary donation of \$50.00 for Room 203
Woodcrest	Children's Education Foundation of Orange County (Community Partner)	Monetary donation of \$150.15 for the Gift of History Program

CONSENT ITEM

DATE: February 7, 2012

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Steve Miller, Director, Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED F22B0015, F22C0069 THROUGH F22C0074, F22D0453 THROUGH F22D0501, F22M0142 THROUGH F22M0149, F22R0429 THROUGH F22R0469, F22S0023 THROUGH F22S0026, F22T0025 THROUGH F22T0026, F22V0082 THROUGH F22V0083, AND F22X0365 THROUGH F22X0368 FOR THE 2011/2012 FISCAL YEAR

Background: Expenditures for the 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 canceled or changed in some manner and appear in the other sections of this report entitled Addendum to: Purchase Order Detail Report, Purchase Order Detail—Canceled Purchase Orders, or Purchase Order Detail—Change Orders. The subject purchase orders have been issued since the report presented at the last Board Meeting.

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

Rationale: Purchase orders are issued 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 F22B0015, F22C0069 through F22C0074, F22D0453 through F22D0501, F22M0142 through F22M0149, F22R0429 through F22R0469, F22S0023 through F22S0026, F22T0025 through F22T0026, F22V0082 through F22V0083, and F22X0365 through F22X0368 for the 2011/2012 fiscal year.

SH:SM:ca
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/07/2012

FROM 01/04/2012 TO 01/18/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F22B0015	HOUGHTON MIFFLIN COMPANY	3,472.68	3,472.68	0138055103 4100	Instructional Material K 8 / Textbooks
F22C0069	ORANGE CNTY DEPARTMENT OF EDUC	400.00	400.00	0130222101 5210	Econ Impact Aid Pacific Drive / Conferences and Meetings
F22C0070	CREATIVE MATHEMATICS	418.00	418.00	0130227101 5210	Econ Impact Aid Sunset Lane / Conferences and Meetings
F22C0071	CALIFORNIA ASSOCIATION FOR GIF	375.00	375.00	0111555103 5210	Gifted and Talented Education / Conferences and Meetings
F22C0072	PEDIATRIC THERAPY NETWORK	305.00	305.00	0124654221 5210	Special Ed IDEA Personnel Dev / Conferences and
F22C0073	SAN DIEGO CNTY OFFICE OF EDUCA	270.00	270.00	0135555223 5210	Beg Teacher Support Assessment / Conferences and
F22C0074	CASBO	205.00	205.00	0153750799 5210	Business Administration DC / Conferences and Meetings
F22D0453	DOHERTY INC, JAMES	1,865.16	1,865.16	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
F22D0454	BLUE RAVEN TECHNOLOGY INC	646.50	646.50	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
F22D0455	BLUE RAVEN TECHNOLOGY INC	1,697.06	1,697.06	0111615101 4310	Donations Instr Golden Hill / Materials and Supplies Instr
F22D0456	AMAZON.COM	20.19	20.19	0144222109 4310	Technology Instr Pacific Drive / Materials and Supplies Instr
F22D0457	DAISY IT	2,642.30	2,642.30	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
F22D0458	OFFICE DEPOT BUSINESS SERVICE	377.02	377.02	0130223101 4310	Economic Impact Aid Parks / Materials and Supplies Instr
F22D0459	BLUE RAVEN TECHNOLOGY INC	437.47	437.47	0144222109 4310	Technology Instr Pacific Drive / Materials and Supplies Instr
F22D0460	BLUE RAVEN TECHNOLOGY INC	531.21	531.21	0144222109 4310	Technology Instr Pacific Drive / Materials and Supplies Instr
F22D0461	CURRICULUM ASSOCIATES	468.06	468.06	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
F22D0462	CM SCHOOL SUPPLY COMPANY	58.16	58.16	0111611101 4310	Donations Instr Beechwood / Materials and Supplies Instr
F22D0463	AMAZON.COM	179.03	179.03	0121924101 4310	LEA Program InstructionRaymond / Materials and Supplies
F22D0464	DATA MANAGEMENT INC	175.78	175.78	0109728279 4350	S Grant Supp Admin Valencia Pk / Materials and Supplies
F22D0465	APPLE COMPUTER INC.	5,845.44	5,845.44	0121913101 4310	LEA Program Instruction Fern / Materials and Supplies
F22D0466	GOV CONNECTION	1,951.01	1,951.01	0110223179 4310	Video Art Production Parks / Materials and Supplies Instr
F22D0467	DAISY IT	331.76	331.76	0130410103 4310	SLIP Instruction Acacia / Materials and Supplies Instr
F22D0468	HOTMATH INC	950.00	950.00	0111623101 4310	Donations Instr Parks / Materials and Supplies Instr
F22D0469	READ NATURALLY	804.90	804.90	0122424101 4310	Title III Limited Engl Raymond / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/07/2012

FROM 01/04/2012 TO 01/18/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F22D0470	SCIENCE OLYMPIAD INC	358.43	358.43	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
F22D0471	OFFICE DEPOT BUSINESS SERVICE	223.01	107.74	0132952101 4310	AftR Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Instr
			7.53	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
			107.74	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
F22D0472	LAKESHORE LEARNING	875.74	875.74	0134012101 4310	EISS Instruction Commonwealth / Materials and Supplies
F22D0473	TLC LESSONS	280.15	280.15	0111625101 4310	Richman Donation Discretionary / Materials and Supplies
F22D0474	PROVANTAGE	332.10	332.10	0111613101 4310	Donations Instruction Fern / Materials and Supplies Instr
F22D0475	TAYLOR'S APPLIANCE	238.65	238.65	0110225109 4310	Instruction Richman DC / Materials and Supplies Instr
F22D0476	DAISY IT	778.75	778.75	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
F22D0477	LAKESHORE LEARNING	1,057.39	1,057.39	0111625101 4310	Richman Donation Discretionary / Materials and Supplies
F22D0478	DINOSAUR CORPORATION	320.83	320.83	0110327109 4310	Reimburse Sunset Lane Disc / Materials and Supplies Instr
F22D0479	SO CAL T SHIRT PROS	738.09	738.09	0135252393 4350	School Safety Program Pupil Sv / Materials and Supplies
F22D0480	NASCO WEST INC	102.39	102.39	0110327109 4310	Reimburse Sunset Lane Disc / Materials and Supplies Instr
F22D0481	APPLE COMPUTER INC.	645.69	645.69	0130424103 4310	SLIP Instruction Raymond / Materials and Supplies Instr
F22D0482	APPLE COMPUTER INC.	86.19	86.19	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
F22D0483	PRESIDENT'S CHALLENGE	518.55	518.55	0130430103 4310	SLIP Instruction Fisler / Materials and Supplies Instr
F22D0484	LAKESHORE LEARNING	194.38	194.38	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
F22D0485	OFFICE DEPOT BUSINESS SERVICE	150.58	30.12	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
			30.12	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
			30.12	1208513101 4310	Childcare Instr Fern Dr / Materials and Supplies Instr
			30.10	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies
			30.12	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
F22D0486	PINNACLE RADIO INC	565.69	565.69	0130226101 4310	Econ Impact Aid Rolling Hills / Materials and Supplies
F22D0487	GOV CONNECTION	217.84	217.84	0110223179 4310	Video Art Production Parks / Materials and Supplies Instr
F22D0488	DISCOUNT SCHOOL SUPPLY	1,521.68	1,521.68	0110318109 4310	Reimburse Laguna Disc / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/07/2012

FROM 01/04/2012 TO 01/18/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F22D0489	OFFICE DEPOT BUSINESS SERVICE	180.76	180.76	0130226101 4310	Econ Impact Aid Rolling Hills / Materials and Supplies
F22D0490	CDW.G	141.78	141.78	0153750799 4350	Business Administration DC / Materials and Supplies
F22D0491	GOV CONNECTION	262.60	262.60	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
F22D0492	WHYTRY INC	1,201.59	600.80	0109920101 4310	SSOAR Nicolas Discretionary / Materials and Supplies
			600.79	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
F22D0493	DAISY IT	1,285.69	1,285.69	0130427103 4310	SLIP Instruction Sunset Lane / Materials and Supplies Instr
F22D0494	LRP PUBLICATIONS	10,832.00	10,832.00	0124254111 4310	Special Ed IDEA Basic SDC NSH / Materials and Supplies
F22D0495	BARNES AND NOBLE INC	309.03	309.03	0109555101 4310	Beckman Science Instructional / Materials and Supplies
F22D0496	CDW.G	47.26	47.26	0140327279 4350	School Administration Discret / Materials and Supplies
F22D0497	CAROLINA BIOLOGICAL SUPPLY COM	111.17	111.17	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
F22D0498	IMAGE REALM LTD	704.15	704.15	0110220119 4310	Choir Nicolas / Materials and Supplies Instr
F22D0499	FREE WILL PRINTING COMPANY	730.51	730.51	0109920101 4310	SSOAR Nicolas Discretionary / Materials and Supplies
F22D0500	HARCOURT OUTLINES INC	353.19	225.00	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
			128.19	0130430103 4310	SLIP Instruction Fisler / Materials and Supplies Instr
F22D0501	POSITIVE PROMOTIONS	265.80	200.00	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
			65.80	0130430103 4310	SLIP Instruction Fisler / Materials and Supplies Instr
F22M0142	CITY SERVICE PAVING	2,600.00	2,600.00	1453310859 5640	Deferred Maint Fac Acacia Sch / Repairs by Vendors
F22M0143	THOMPSON ENGINEERING, P A	1,535.00	1,535.00	1453319859 5640	Deferred Maint Fac Maple Sch / Repairs by Vendors
F22M0144	ANDY GUMP	1,123.43	1,123.43	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
F22M0145	DEPT OF INDUSTRIAL RELATIONS	125.00	125.00	0153353819 5899	Plant Maintenance DC / Other Expenses
F22M0146	ORANGE COUNTY PUBLIC SAFETY	8,000.00	8,000.00	0154950839 5800	Security / Other Contracted Services
F22M0147	ORTIZ TRACTOR SERVICE	11,260.00	11,260.00	1453323819 5640	Deferred Maint Parks Jr High / Repairs by Vendors
F22M0148	CITY SERVICE PAVING	2,200.00	2,200.00	1453324819 5640	Deferred Maint Raymond School / Repairs by Vendors
F22M0149	BYERLY INC, JOHN R	12,450.00	4,380.00	2567210859 6200	Fac Growth Dev Fees Acacia / Buildings and Improve of
			4,200.00	2567213859 6200	Fac Growth Dev Fees Fern Dr / Buildings and Improve of

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/07/2012

FROM 01/04/2012 TO 01/18/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F22M0149	*** CONTINUED ***				
			3,870.00	2567215859 6200	Fac Growth Dev Fees Golden Hil / Buildings and Improve
F22R0429	NIGRO AND NIGRO PC	7,209.07	2,100.00	0127552279 5835	School Readiness Adm Prog PY / Audit
			2,400.00	0139252279 5835	Prop 10 OC Families Sch Adm PY / Audit
			2,700.00	0139452349 5835	OC School Nurse Health PY / Audit
			9.07	0152950729 5899	Districtwide Expenditures / Other Expenses
F22R0430	TOGO'S	700.00	700.00	0108755271 4350	Instr Science Program Admin / Materials and Supplies
F22R0431	SELF INSURANCE PLANS	3,172.66	3,172.66	6852458741 5899	Workers Comp Admin / Other Expenses
F22R0432	YORK INSURANCE SERVICES GROUP	9,187.50	9,187.50	6852458741 5899	Workers Comp Admin / Other Expenses
F22R0433	DAISY IT	269.38	269.38	0153750799 4350	Business Administration DC / Materials and Supplies
F22R0434	WESTERN PSYCHOLOGICAL SERVICES	621.72	621.72	0125554391 4315	LEA Medi Cal Reimb Autism OT / Materials Test Kits
F22R0435	PEARSON ASSESSMENT INC	501.75	501.75	0125554391 4315	LEA Medi Cal Reimb Autism OT / Materials Test Kits
F22R0436	DIAZ, STEPHANIE	147.89	147.89	0109920101 4310	SSOAR Nicolas Discretionary / Materials and Supplies
F22R0437	BRAINPOP LLC	195.00	195.00	0111628101 4310	Donations Instr Valencia Park / Materials and Supplies Instr
F22R0438	FULLERTON HARDWARE	51.70	51.70	0130420103 4310	SLIP Instruction Nicolas / Materials and Supplies Instr
F22R0439	PEARSON ASSESSMENT INC	1,776.94	1,776.94	0151154321 4315	Psychological Services / Materials Test Kits Protocols
F22R0440	LONG BEACH, CITY OF	170.00	170.00	0111610101 4310	Donations Instr Acacia / Materials and Supplies Instr
F22R0441	IMAGINATION MACHINE, THE	950.00	950.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
F22R0442	TOVA COMPANY, THE	783.81	783.81	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
F22R0443	NATIONAL ASSOCIATION OF SCHOOL	23.69	23.69	0151354341 4350	Health Services / Materials and Supplies Office
F22R0444	HUMAN KINETICS	498.33	498.33	0140155239 4310	Curriculum Development Discret / Materials and Supplies
F22R0445	WHISNANT, KAREN	60.48	60.48	0111610101 4310	Donations Instr Acacia / Materials and Supplies Instr
F22R0446	AEROMARK	77.15	77.15	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
F22R0447	RYDELL, LAURA S	6.93	6.93	0151454391 5901	Special Services / Communications Postage
F22R0448	GOV CONNECTION	44.68	44.68	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/07/2012

FROM 01/04/2012 TO 01/18/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F22R0449	CHAMPLIN AND SCIACCA LLP	3,000.00	3,000.00	0151454391 5828	Special Services / Special Education Settlements
F22R0450	LACEANDFABRIC.COM	29.50	29.50	0142554109 4310	Calif Childrens Services Instr / Materials and Supplies Instr
F22R0451	BEYOND PLAY	173.85	173.85	0142554109 4310	Calif Childrens Services Instr / Materials and Supplies Instr
F22R0452	NGA INC	50.00	50.00	0151055339 5310	Child Welfare and AttendanceDC / Dues and Memberships
F22R0453	PHILHARMONIC SOCIETY OF ORANGE	4,385.01	4,385.01	0125852101 4310	Project CREATE Instruction / Materials and Supplies Instr
F22R0454	LONG BEACH AQUARIUM OF THE PAC	547.50	547.50	0110326109 5850	Reimburse Rolling Hills Disc / Admission Fees
F22R0455	GAER, RUTH	101.72	101.72	0110223162 4310	Needlecraft Parks Jr High / Materials and Supplies Instr
F22R0456	MAY, MARYANN E	500.00	500.00	0152258749 5885	Personnel Commission Discret / Classified Employees
F22R0457	SMITH, PATRICIA	339.73	339.73	0152258749 5885	Personnel Commission Discret / Classified Employees
F22R0458	MELLENDEZ, GUILLERMO	273.00	273.00	0152258749 5885	Personnel Commission Discret / Classified Employees
F22R0459	CASBO	750.00	750.00	0152258749 5890	Personnel Commission Discret / Advertising for
F22R0460	FULLERTON JOINT UHSD	2,400.00	2,400.00	0141655101 5805	Fine Arts Donations Instr / Consultants
F22R0461	ESCHNER, LAURALYN	20.60	20.60	0125852101 4310	Project CREATE Instruction / Materials and Supplies Instr
F22R0462	LOGICAL CHOICE TECHNOLOGIES	4,307.85	4,307.85	0144255109 4310	Tech Services Donation Instr / Materials and Supplies Instr
F22R0463	FAUR, JULEEN	43.60	43.60	2167150851 4350	Facilities Improvement / Materials and Supplies Office
F22R0464	GARCIA, ARMANDO	80.29	80.29	0110216109 4310	Instruction Hermosa Drive DC / Materials and Supplies
F22R0465	TIME TIMER LLC	86.20	86.20	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplies
F22R0466	GORDON, JAMES	54.17	54.17	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
F22R0467	GORDON, JAMES	58.72	58.72	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
F22R0468	REVOLUTION SPEAK	2,850.00	2,850.00	0121220101 5802	Title I Nicolas Instruction / Lecturers
F22R0469	DEPARTMENT OF SOCIAL SERVICES	220.00	220.00	1208127101 4310	Preschool Inst Sunset Lane / Materials and Supplies Instr
F22S0023	ALPHA SCIENTIFIC MEDICAL INC	611.71	611.71	0100000000 9320	Unrestricted / Stores
F22S0024	BANGKIT USA INC	22,401.23	22,401.23	0100000000 9320	Unrestricted / Stores
F22S0025	RELIABLE OFFICE SOLUTIONS	9,025.14	9,025.14	0100000000 9320	Unrestricted / Stores

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/07/2012**

FROM 01/04/2012 TO 01/18/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F22S0026	UNISOURCE	2,668.92	2,668.92	0100000000 9320	Unrestricted / Stores
F22T0025	SOUTHERN COUNTIES OIL CO	2,235.97	1,117.98	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			1,117.99	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
F22T0026	CUSTOM DESIGN UNIFORM CO	930.80	456.09	0156556369 4362	Home to Sch Transportation DC / Supplies Uniforms
			474.71	0156656369 4362	Transportation Special Ed DC / Supplies Uniforms
F22V0082	LAKESHORE LEARNING	792.70	287.35	0134012101 4310	EISS Instruction Commonwealth / Materials and Supplies
			505.35	0134012101 6410	EISS Instruction Commonwealth / New Equip Less Than
F22V0083	APPLE COMPUTER INC.	1,292.95	1,292.95	0130225241 6410	Econ Impact Aid Media Richman / New Equip Less Than
F22X0365	STATER BROS	100.00	100.00	0142554109 4310	Calif Childrens Services Instr / Materials and Supplies Inst
F22X0366	TOYS R US	280.00	280.00	0142554109 4310	Calif Childrens Services Instr / Materials and Supplies Inst
F22X0367	ANGELI, CHRISTINE	4,500.00	4,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0368	SOUTHWEST SCHOOL SUPPLY	500.00	500.00	0142554279 4350	Calif Childrens Services Instr / Materials and Supplies Offi
	Fund 01 Total:	138,477.05			
	Fund 12 Total:	485.85			
	Fund 14 Total:	17,595.00			
	Fund 21 Total:	43.60			
	Fund 25 Total:	12,450.00			
	Fund 68 Total:	12,360.16			
	Total Amount of Purchase Orders:	181,411.66			

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

02/07/2012

FROM 01/04/2012 TO 01/18/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F22L0005	KONICA MINOLTA BUSINESS SOLUTI	2,152.33	-475.67	0160690371 5630	Food Services / Rents and Leases
F22X0019	SOUTHWEST SCHOOL SUPPLY	5,500.00	+1,000.00	0110226109 4310	Instruction Rolling Hills DC / Materials and Supplies Instr
F22X0021	SOUTHWEST SCHOOL SUPPLY	5,300.00	+300.00	0109710109 4310	Suppl Grant Support Acacia / Materials and Supplies Instr
F22X0022	SOUTHWEST SCHOOL SUPPLY	7,000.00	+2,000.00	0130212101 4310	Econ Impact Aid Commonwealth / Materials and Supplies
F22X0036	SOUTHWEST SCHOOL SUPPLY	10,950.00	+1,000.00	0130420103 4310	SLIP Instruction Nicolas / Materials and Supplies Instr
F22X0173	SOFTWARE SOLUTIONS SUPPLY INC	1,000.00	-200.00	0155351729 4350	Cert Personnel Dist Admin Exp / Materials and Supplies
F22X0192	COSTCO WHOLESALE	5,500.00	+2,000.00	0132952101 4347	Afttr Schl Ed Sfty Grt Cohort 6 / Preschool Food
F22X0219	SOUTHWEST SCHOOL SUPPLY	3,000.00	+1,000.00	0141555109 4310	Fine Arts Resource Instr / Materials and Supplies Instr
F22X0256	ROMERO, ASHLEY	12,650.00	+4,600.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0257	WADE, BRANDON EDDY	10,000.00	+5,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0259	GREEN, BRYAN	16,500.00	+6,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0261	WILSON, CYNTHIA ANN	10,000.00	+4,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0262	JONES, DALE	10,000.00	+5,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0264	ABRAHAMSON, GAIL	10,350.00	+4,600.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0265	ADAMSON, GREG	16,500.00	+6,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0268	KAMALU, JOYLANI ROSEANN	12,650.00	+4,600.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0271	DYKES, KYLE	12,500.00	+5,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0273	MORRISON, LISA RAINEY	9,200.00	+4,600.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0278	SOULY, WILFRIED G.	11,250.00	+5,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0286	FAUBION, REBECCA	10,374.00	-7,000.00	0125852221 5100	Proj CREATE Staff Development / Subagreements for
			-14,626.00	0125852221 5805	Proj CREATE Staff Development / Consultants
F22X0329	BUENA PARK PLAQUE AND TROPHY	4,500.00	+3,500.00	0152151749 5895	Personnel Serv Certificated DC / Service Awards
F22Y0029	FLEET SERVICES INC	7,100.00	+1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
Fund 01 Total:			43,898.33		

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES 02/07/2012

FROM 01/04/2012 TO 01/18/2012

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Amount of Change Orders:			43,898.33		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

02/07/2012

FROM 01/04/2012 TO 01/18/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F22D0175	COASTAL ENTERPRISES	7,962.29	7,962.29	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
	Fund 01 Total:	7,962.29			
	Total Amount of Purchase Orders:	7,962.29			

CONSENT ITEM

DATE: February 7, 2012
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Amanda Colón, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 140632 THROUGH 140685 FOR THE 2011/2012 SCHOOL
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated January 4, 2012 through January 17, 2012, contains purchase orders numbered 140632 through 140685 for the 2011/2012 school year totaling \$275,510.81.

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

Rationale: Purchase orders, one of several methods, are used by school districts to purchase goods and services and are generally accepted by merchants and contractors.

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 140632 through 140685 for the 2011/2012 school year.

SH:AC:dlh
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food
Commodity
Purchase Order Report
01-04-12 through 01-17-12

Date	Vendor	PO Number	Category	Amount
Open Purchase Orders				
Amount Not To Exceed				
1/13/2012	DJ Co-ops	140665	Commodity	500.00
Out of Date Sequence P.O.'s				
NONE				
Processed Food & Commodity P.O.'s				
NONE				
Total OPEN Purchase Orders				\$ 500.00
Total Purchase Orders Out of Date Sequence				-
Total Processed Food & Commodity P.O.'s				-
Total Purchase Orders from Purchase Order Detail Report				275,010.81
TOTAL PURCHASE ORDERS				\$ 275,510.81

Purchase Orders - Detail

1/18/2012 7:34:55 AM

Fullerton School District

Show all data where the Order Date is between 1/4/2012 and 1/17/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
A & R Distributors	140642	1/9/2012	1/18/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
6	case	7225	Cinnamon Roll, Whi Wht,Good Earth#70145 1W 36/cs		\$13.7900	\$82.74	
						Sales Tax:	\$0.00
						P.O. Total:	\$82.74
A & R Distributors	140651	1/10/2012	2/1/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
30	case	7003	Cracker, Jungle J&J Whole Grain #39085 200/1oz/cs		\$20.9700	\$629.10	
						Sales Tax:	\$0.00
						P.O. Total:	\$629.10
A & R Distributors	140659	1/11/2012	1/11/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
30	case	7682	Cookie,Choc Belly Bear,Whole Grn J&J 200's		\$19.7900	\$593.70	
						Sales Tax:	\$0.00
						P.O. Total:	\$593.70
A & R Distributors	140666	1/13/2012	1/25/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
2	case	8202	Chips , Fritos Corn 120's		\$15.5500	\$31.10	
1	case	8201	Chips, Potato Plain Lays 120		\$15.5500	\$15.55	
						Sales Tax:	\$0.00
						P.O. Total:	\$46.65
A & R Distributors	140672	1/17/2012	2/1/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
37	case	7021	Cracker Graham Hi-Fbr MJM #201502 150/3pk		\$20.1400	\$745.18	
72	case	8264	Chips,Tortilla,La Vencedora#080833 1.5oz 80ct		\$12.2500	\$882.00	
						Sales Tax:	\$0.00
						P.O. Total:	\$1,627.18
A & R Distributors	140673	1/17/2012	2/22/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
20	cs	7018	Cracker,Grahm Giant Choc Pepperidge 300/2pk/cs		\$36.1400	\$722.80	
						Sales Tax:	\$0.00
						P.O. Total:	\$722.80
						Vendor Total:	\$3,702.17
							^
So. CA School Nutrition Assoc.	140633	1/4/2012	1/4/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
2	ea	1	Non-Member Pre-Register for February 3, 2012		\$60.0000	\$120.00	
						Sales Tax:	\$0.00
						P.O. Total:	\$120.00
						Vendor Total:	\$120.00
							^
Fullerton School District	140656	1/10/2012	1/31/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ea	1	Estimated 6B Payroll		190,000.0000	\$190,000.00	
1	ea	1	Estimated District Expenses		\$15,000.0000	\$15,000.00	

Purchase Orders - Detail

1/18/2012 7:34:55 AM

Fullerton School District

Show all data where the Order Date is between 1/4/2012 and 1/17/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers	
Fullerton School District	140656	1/10/2012	1/31/2012				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
							Sales Tax:	\$0.00
							P.O. Total:	\$205,000.00
							Vendor Total:	\$205,000.00
^								
Gold Star Foods Inc.	140640	1/9/2012	1/20/2012				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
2	case	55108	Egg & Chse Wrap SunFrsh, 1W 75/3.1oz., GS#401560			\$37.1800	\$74.36	
5	case	55106	Frn Tst Cinn Glzd SunFrsh, 1W 100/3.25oz., GS#401546			\$48.2800	\$241.40	
11	cs	3207	Bar, Benefit Apple Cinnamon, 48/2oz. GS#113234			\$20.7700	\$228.47	
5	case	3402	Cherry Frudel, Pillsbury, 1W 72/2.29oz., GS#113000			\$40.6400	\$203.20	
5	case	55001	Chicken, Sausage Biscuit Tyson #18186 100/3.36oz.			\$56.8100	\$284.05	
16	case	59601	Burrito, Chorizo, Egg&Chs ArizonaGold 54/3.2#110644			\$34.0400	\$544.64	
3	case	55111	Snsr Stck , Integrated 100/2.35oz., GS#401752			\$36.7700	\$110.31	
							Sales Tax:	\$0.00
							P.O. Total:	\$1,686.43
Gold Star Foods Inc.	140646	1/9/2012	1/20/2012				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
2	case	4227	Sauce B.B.Q., #201306 Ken's Foods 4/1 Gal/case			\$29.1800	\$58.36	
							Sales Tax:	\$0.00
							P.O. Total:	\$58.36
Gold Star Foods Inc.	140649	1/10/2012	1/27/2012				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
5	case	30015	Corn Dog, Jumbo 1W (DonLee) 40/cs, GS#100498			\$17.3700	\$86.85	
1	case	30065	Corn Dog, Mini Foster Frms, 239/.67oz/cs, GS#100714			\$23.4600	\$23.46	
40	case	55007	Chicken Patty WG Tyson, 1 44, GS#401626			\$42.9200	\$1,716.80	
52	case	55019	Chicken Nugget, Natural Tyson GS#401738			\$41.6500	\$2,165.80	
43	case	57002	Beef Patty, Mesquite Lean, Pierre 135/2.5cs, GS#401398			\$18.8800	\$811.84	
							Sales Tax:	\$0.00
							P.O. Total:	\$4,804.75
Gold Star Foods Inc.	140667	1/13/2012	1/27/2012				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
32	case	57055	Beef Chsburger, 60/cs Pierre (Sand, Jr Hi), GS#401358			\$34.1900	\$1,094.08	
							Sales Tax:	\$0.00
							P.O. Total:	\$1,094.08
Gold Star Foods Inc.	140670	1/17/2012	1/20/2012				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
1	bag	4456	Sugar Granulated, C & H #202082 25#			\$19.2200	\$19.22	
							Sales Tax:	\$0.00
							P.O. Total:	\$19.22
Gold Star Foods Inc.	140678	1/17/2012	2/3/2012				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
44	case	56029	Turkey, Taco Meat Jennie-O #2856-28 4/7lb. (W&D)			\$49.7300	\$2,188.12	
71	case	57017	Cheeseburg Twins Pierre, 80/5.5oz/case, GS#401356			\$51.6500	\$3,667.15	
57	case	57101	Beef Teriyaki Dipper Pierre, 100/case, GS#401380			\$24.2500	\$1,382.25	
							Sales Tax:	\$0.00
							P.O. Total:	\$7,237.52

Purchase Orders - Detail

1/18/2012 7:34:55 AM

Fullerton School District

Show all data where the Order Date is between 1/4/2012 and 1/17/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	140679	1/17/2012	2/10/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
66	case	30008	Hot Dog, Turkey, Foster Farms, 5 80/cs,GS#100746	\$11.6800	\$770.88		
13	case	56601	Pizza,Double Stfdd WhlGrn Gillardi Max#77387-12683	\$28.1100	\$365.43		
26	case	56602	Pizza,DbleStfdd WhlGrn Trky Pepprn ConAgra12630 96	\$33.5900	\$873.34		
						Sales Tax:	\$0.00
						P.O. Total:	\$2,009.65
Gold Star Foods Inc.	140680	1/17/2012	2/17/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10	case	4310	Sauce, Tartar Packets, Hollens #202332 200/case	\$5.8800	\$58.80		
177	case	38003	Fish Trout Treasures#08893 40/ser ClrSprings	\$16.5500	\$2,929.35		
50	case	55019	Chicken Nugget, Natural Tyson GS#401738	\$41.6500	\$2,082.50		
45	case	56029	Turkey,TacoMeat Jennie-O#2856-28 4/7lb. (W&D)	\$49.7300	\$2,237.85		
53	case	59510	Quesadillas,Mxen WG Chs Gilardi.GS#401845 96/5oz	\$54.0900	\$2,866.77		
						Sales Tax:	\$0.00
						P.O. Total:	\$10,175.27
Gold Star Foods Inc.	140681	1/17/2012	2/24/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
61	cs	4351	Syrup, Maple #202352 100/1.5/cs	\$7.2000	\$439.20		
34	case	55002	Chicken, Sausage Patty Tyson #17443 354/1.36oz.	\$39.5800	\$1,345.72		
33	case	55116	French Toast Sticks SnyFrsh, 150/case, GS#401548	\$55.1500	\$1,819.95		
						Sales Tax:	\$0.00
						P.O. Total:	\$3,604.87
Gold Star Foods Inc.	140685	1/17/2012	2/17/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
47	cs	1	Smart Cookie, Presidents #202902, 120/cs	\$19.2000	\$902.40		
						Sales Tax:	\$0.00
						P.O. Total:	\$902.40
						Vendor Total:	\$31,592.55 ^
P & R Paper Supply Company, Inc.	140643	1/9/2012	1/17/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6	case	80017	Wet Wipes CHIX #8250 150/cs	\$16.0000	\$96.00		
2	case	80019	Aprons, Plastic, Goldmax 1532 20/50/cs	\$34.4000	\$68.80		
15	bundle	81021	Bag, brown lunch #6 WPK-6LB Duro 4/500/case	\$6.9500	\$104.25		
3	case	81005	Bag #8 white sand STW-08WC 2/M (HASHBROWNS)	\$14.9800	\$44.94		
						Sales Tax:	\$12.77
						P.O. Total:	\$326.76
						Vendor Total:	\$326.76 ^
ASR Food Distributors, Inc.	140634	1/6/2012	1/9/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$6.20		
1	ea	999118	Cantaloupe, 12-15ea/cs 1ea/2# #10900	\$0.9200	\$0.92		
1	each	999099	Honeydew melon 5ea/cs 1ea/4# #10944	\$3.2200	\$3.22		
1	each	999070	Pineapple, 6-7EA/cs 3.5#ea #11428	\$1.6400	\$1.64		
4	cs	999057	Tangerines, Satsuma 120-130ct CS #11654	\$17.2500	\$69.00		
3	each	999059	Pepper, Bell Red 15#/cs #20316	\$0.7700	\$2.31		

Purchase Orders - Detail

Fullerton School District

1/18/2012 7:34:55 AM

Show all data where the Order Date is between 1/4/2012 and 1/17/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
ASR Food Distributors, Inc.	140634	1/6/2012	1/9/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	each	999006	Cucumber, ea 26#/cs #20631	\$0.3200	\$0.64	
1	each	999120	Lettuce, Greenleaf Wrpd 12ea/cs #20878	\$1.0600	\$1.06	
2	case	999028	Tomato, Cherry 12bkt/lug #21890	\$1.5000	\$3.00	
15	case	999225	Carrot sticks, 3" 5#/bag #30283	\$1.1500	\$17.25	
35	lb	999240	Jicama Sticks, 5#/bag #30788	\$1.8500	\$64.75	
5	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$4.85	
10	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$6.50	
25	case	999034	Banana, #1 Green Tip CS #11709	\$21.0000	\$525.00	
5	lb	999265	Stir Fry Vegetables 1.3 #31419	\$1.5500	\$7.75	
3	case	999266	Broccoli/Baby Carrots Bag 50/2oz CS	\$31.1000	\$93.30	
4	case	999224	Celery sticks, 150ct 3/8c pkgs CS #31450	\$24.5000	\$98.00	
Sales Tax:						\$0.00
P.O. Total:						\$905.39
						<input type="checkbox"/>
ASR Food Distributors, Inc.	140635	1/6/2012	1/10/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$6.20	
2	case	999028	Tomato, Cherry 12bkt/lug #21890	\$1.5000	\$3.00	
10	lb	999203	Broccoli Florets 5#/bag #30159	\$2.0500	\$20.50	
10	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$9.70	
10	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$6.50	
18	case	999130	Banana, Petite green tip 40#/cs #11710	\$19.9500	\$359.10	
76	cs	999057	Tangerines, Satsuma 120-130ct CS #11654	\$21.5000	\$1,634.00	
Sales Tax:						\$0.00
P.O. Total:						\$2,039.00
						<input type="checkbox"/>
ASR Food Distributors, Inc.	140636	1/6/2012	1/11/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$3.10	
2	case	999275	Apple, Gala 163ct 40#/cs #10023	\$23.5000	\$47.00	
2	case	999028	Tomato, Cherry 12bkt/lug #21890	\$18.0000	\$36.00	
5	lb	999203	Broccoli Florets 5#/bag #30159	\$2.0500	\$10.25	
5	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$4.85	
10	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$6.50	
Sales Tax:						\$0.00
P.O. Total:						\$107.70
						<input type="checkbox"/>
ASR Food Distributors, Inc.	140637	1/6/2012	1/12/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$3.10	
2	case	999275	Apple, Gala 163ct 40#/cs #10023	\$23.5000	\$47.00	
10	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$9.70	
20	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$13.00	
Sales Tax:						\$0.00
P.O. Total:						\$72.80
						<input type="checkbox"/>
ASR Food Distributors, Inc.	140638	1/6/2012	1/13/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$3.10	
Sales Tax:						\$0.00
P.O. Total:						\$3.10
						<input type="checkbox"/>
ASR Food Distributors, Inc.	140641	1/9/2012	1/20/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	case	56104	Muffin Blubry#217230W 20Cent. 60/3oz/case	\$24.4000	\$244.00	

Purchase Orders - Detail

1/18/2012 7:34:55 AM

Fullerton School District

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
ASR Food Distributors, Inc.	140641	1/9/2012	1/20/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
6	cs	59525	Roll Bear Claw Apple WG #3818130W20thCntry 72/3 oz.		\$29.9800	\$179.88	
3	case	59501	Cheese cheddar shred RF RS, LOL #25104 5#		\$15.8000	\$47.40	
						Sales Tax:	\$0.00
						P.O. Total:	\$471.28
ASR Food Distributors, Inc.	140647	1/9/2012	1/20/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
50	cs	360029	Sandwich,Grilled Chs RF WhiGrn Integ#132000 72/cs		\$36.7900	\$1,839.50	
						Sales Tax:	\$0.00
						P.O. Total:	\$1,839.50
ASR Food Distributors, Inc.	140650	1/10/2012	1/27/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
134	case	30016	Corn Dog Whole Grain Chicken Don Lee#CN340DL 36		\$13.7400	\$1,841.16	
73	case	56506	Mac & Cheese RF whole grain, LOL#43277 6/5#bg/case		\$43.0000	\$3,139.00	
						Sales Tax:	\$0.00
						P.O. Total:	\$4,980.16
ASR Food Distributors, Inc.	140657	1/11/2012	1/20/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
96	case	54015	Cheese,String Cmdy LOL#987958 160/1oz.MOZZ		\$15.8400	\$1,520.64	
						Sales Tax:	\$0.00
						P.O. Total:	\$1,520.64
ASR Food Distributors, Inc.	140661	1/13/2012	1/17/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
15	lb	999213	Lettuce, Shredded 5#/bag #30823		\$0.6200	\$9.30	
28	case	999130	Banana, Petite green tip 40#/cs #11710		\$19.9500	\$558.60	
1	ea	999118	Cantaloupe, 12-15ea/cs 1ea/2# #10900		\$0.9200	\$0.92	
1	each	999099	Honeydew melon 5ea/cs 1ea/4# #10944		\$3.6800	\$3.68	
1	each	999070	Pineapple, 6-7EA/cs 3.5#ea #11428		\$2.4600	\$2.46	
4	each	999059	Pepper, Bell Red 15#/cs #20316		\$1.0400	\$4.16	
3	each	999006	Cucumber, ea 26#/cs #20631		\$0.4500	\$1.35	
2	case	999028	Tomato, Cherry 12bkt/ug #21890		\$1.5000	\$3.00	
5	lb	999265	Stir Fry Vegetables LB #31419		\$1.5500	\$7.75	
15	case	999225	Carrot sticks, 3" 5#/bag #30283		\$1.1500	\$17.25	
10	lb	999208	Carrot Coin, 5#/bag #30340		\$0.9700	\$9.70	
35	lb	999240	Jicama Sticks, 5#/bag #30788		\$1.8500	\$64.75	
10	lb	999216	Salad Mix, 4-way 5#/bag #31284		\$0.6500	\$6.50	
1	case	999224	Celery sticks, 150ct 3/8c pkgs CS #31450		\$24.5000	\$24.50	
						Sales Tax:	\$0.00
						P.O. Total:	\$713.92
ASR Food Distributors, Inc.	140662	1/13/2012	1/18/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
5	lb	999213	Lettuce, Shredded 5#/bag #30823		\$0.6200	\$3.10	
						Sales Tax:	\$0.00
						P.O. Total:	\$3.10
ASR Food Distributors, Inc.	140663	1/13/2012	1/19/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
5	lb	999213	Lettuce, Shredded 5#/bag #30823		\$0.6200	\$3.10	
						Sales Tax:	\$0.00
						P.O. Total:	\$3.10

Purchase Orders - Detail

Fullerton School District

1/18/2012 7:34:55 AM

Show all data where the Order Date is between 1/4/2012 and 1/17/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
ASR Food Distributors, Inc.	140664	1/13/2012	1/20/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
5	lb	999213	Lettuce, Shredded 5#/bag #30823		\$0.6200	\$3.10
Sales Tax:						\$0.00
P.O. Total:						\$3.10
ASR Food Distributors, Inc.	140668	1/13/2012	1/24/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
24	case	7210	Bun,Honey Nemo's #20100 48/cs		\$23.7700	\$570.48
Sales Tax:						\$0.00
P.O. Total:						\$570.48
ASR Food Distributors, Inc.	140674	1/17/2012	2/3/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
37	case	7663	Cookie Heart Van 1W #9050 160/cs		\$23.9300	\$885.41
62	case	56031	Burrito,Bn&Chse, Los Cabos#92540WholeGrn 1W96/5.75		\$45.6700	\$2,831.54
42	case	59517	Cheddar Cheese Cup RF #39927 L-O-L 140/3oz/cs		\$53.4300	\$2,244.06
Sales Tax:						\$0.00
P.O. Total:						\$5,961.01
ASR Food Distributors, Inc.	140675	1/17/2012	2/10/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
4	cs	30048	Weiner Dbl Mini-dog Chekn #60003 50/cs Michael B		\$34.7700	\$139.08
Sales Tax:						\$0.00
P.O. Total:						\$139.08
ASR Food Distributors, Inc.	140676	1/17/2012	2/17/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
4	case	59501	Cheese cheddar shred RF RS, LOL #25104 5#		\$15.8000	\$63.20
Sales Tax:						\$0.00
P.O. Total:						\$63.20
ASR Food Distributors, Inc.	140677	1/17/2012	2/24/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
92	case	59704	Empanadas Blck Bean Mini Giorgio #4502 8/2.5#		\$51.4100	\$4,729.72
Sales Tax:						\$0.00
P.O. Total:						\$4,729.72
Vendor Total:						\$24,126.28
^						
Swisher	140669	1/13/2012	1/20/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
50	ea	P40035	Quat Sanitizer Test Strips		\$4.0000	\$200.00
Sales Tax:						\$0.00
P.O. Total:						\$200.00
Vendor Total:						\$200.00
^						
U.S. Foodservice, Inc.	140632	1/4/2012	1/11/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
15	case	20016	Corn Wh Kml #173605 Monrc 6#/10/cs		\$24.4300	\$366.45

Purchase Orders - Detail

Fullerton School District

1/18/2012 7:34:55 AM

Show all data where the Order Date is between 1/4/2012 and 1/17/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
U.S. Foodservice, Inc.	140632	1/4/2012	1/11/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
				Sales Tax:		\$0.00
				P.O. Total:		\$366.45
U.S. Foodservice, Inc.	140645	1/9/2012	1/11/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
1	case	4202	Mustard Prep. Q & S #258613 4/1gal/case			\$14.9000 \$14.90
				Sales Tax:		\$0.00
				P.O. Total:		\$14.90
U.S. Foodservice, Inc.	140652	1/10/2012	1/25/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
21	case	3122	Pudding Vanilla U.S.Blue #280028 6#/10/case			\$27.5800 \$579.18
				Sales Tax:		\$0.00
				P.O. Total:		\$579.18
U.S. Foodservice, Inc.	140653	1/10/2012	2/1/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
11	case	20016	Corn Wh Kml #173605 Monre 6#/10/cs			\$24.4300 \$268.73
				Sales Tax:		\$0.00
				P.O. Total:		\$268.73
U.S. Foodservice, Inc.	140654	1/10/2012	1/18/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
36	case	3001	Cereal,Trix Gen Mills Red Sugar #5491899 96/case			\$22.1900 \$798.84
36	case	3002	Cereal,CinnaToast R/Sugar GenMills#9491895 96/cs			\$22.1900 \$798.84
36	case	3005	Cereal,Cocoa Puffs Rd/Sugar GenMills#9526567 96/cs			\$22.1900 \$798.84
				Sales Tax:		\$0.00
				P.O. Total:		\$2,396.52
U.S. Foodservice, Inc.	140658	1/11/2012	1/18/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
1	case	30020	Cheese, Parmesan grated Kraft 071056 5#			\$25.1600 \$25.16
				Sales Tax:		\$0.00
				P.O. Total:		\$25.16
U.S. Foodservice, Inc.	140671	1/17/2012	1/25/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
1	cs	4343	Dressing, Italian Vinaigrette, #254993 4/ 1 gal/cs			\$45.3800 \$45.38
				Sales Tax:		\$0.00
				P.O. Total:		\$45.38
U.S. Foodservice, Inc.	140682	1/17/2012	2/1/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
26	case	3120	Pudding, Chocolate, Value Line 6#/10			\$30.1100 \$782.86
8	case	20024	Salsa, #203545 Picante Mild CMPBL 4/1 gal/cs			\$38.9300 \$311.44
				Sales Tax:		\$0.00
				P.O. Total:		\$1,094.30
U.S. Foodservice, Inc.	140683	1/17/2012	2/15/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
28	case	8001	Shell Taco, Corn #300086 Mission 200/case			\$17.3600 \$486.08
				Sales Tax:		\$0.00
				P.O. Total:		\$486.08

Purchase Orders - Detail

Fullerton School District

1/18/2012 7:34:55 AM

Show all data where the Order Date is between 1/4/2012 and 1/17/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
U.S. Foodservice, Inc.	140684	1/17/2012	2/1/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
37	cs	1	T&J Boil in Bag Spanish Brown Rice, 6/5#		\$41.2900	\$1,527.73
					Sales Tax:	\$0.00
					P.O. Total:	\$1,527.73
					Vendor Total:	\$6,804.43 ^
Premier Food Safety	140655	1/10/2012	1/10/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
17	ca	1	Food Manager Certification Class & Exam		\$129.0000	\$2,193.00
					Sales Tax:	\$0.00
					P.O. Total:	\$2,193.00
					Vendor Total:	\$2,193.00 ^
Supply Master	140660	1/11/2012	1/12/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
2	each	Q6000A	HP Toner Cartridge, Black for HP LJ 2600		\$60.0000	\$120.00
2	each	CE278A	HP Toner Cartridge, Black for HP LJ P1606		\$65.2800	\$130.56
					Sales Tax:	\$19.42
					P.O. Total:	\$269.98
					Vendor Total:	\$269.98 ^
Old Grove Orange, Inc.	140639	1/6/2012	1/9/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
2	case	999074	Plum, Black 28 lb carton		\$20.0000	\$40.00
					Sales Tax:	\$0.00
					P.O. Total:	\$40.00
					Vendor Total:	\$40.00 ^
Quick Dispense, Inc.	140644	1/9/2012	1/20/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
8	case	3106	Coffee, Orgnic Frneh Rst Grn Mtn#4692 50/2.5 oz.		\$73.8300	\$590.64
					Sales Tax:	\$0.00
					P.O. Total:	\$590.64
					Vendor Total:	\$590.64 ^
Laguna Road PTA	140648	1/10/2012	1/10/2012		4711	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
90	ca	1	Donation - \$0.50 per adult sale on 12/15/11		\$0.5000	\$45.00
					Sales Tax:	\$0.00
					P.O. Total:	\$45.00

Purchase Orders - Detail

1/18/2012 7:34:55 AM

Fullerton School District

Show all data where the Order Date is between 1/4/2012 and 1/17/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
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Vendor Total: \$45.00

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GRAND TOTAL \$ 275,010.81

CONSENT ITEM

DATE: February 7, 2012
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Steve Miller, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 81723 THROUGH 81804 FOR THE 2011/2012 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 81723 through 81804 for the 2011/2012 school year totaling \$318,700.80. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$256,799.68
12 Child Development	389.68
14 Deferred Maintenance	2,558.00
25 Capital Facilities	4,370.34
40 Special Reserve	1,000.00
68 Workers' Compensation	50,256.73
81 Property/Liability Insurance	3,326.37
Total	\$318,700.80

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

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 81723 through 81804 for the 2011/2012 school year.

SH:SM:ca

CONSENT ITEM

DATE: February 7, 2012
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Amanda Colón, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 8743 THROUGH 8790 FOR THE 2011/2012 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 8743 through 8790 for the 2011/2012 school year. The total amount presented for approval is \$310,834.03.

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

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

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify Nutrition Services warrants numbered 8743 through 8790 for the 2011/2012 school year.

SH:AC:dlh

CONSENT ITEM

DATE: February 7, 2012
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Kathleen Carroll, Director, Classified Personnel Services
SUBJECT: APPROVE CLASSIFIED TUITION REIMBURSEMENT

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

Rachel Moralez (Instructional Assistant/BB) - Classes taken at Irvine Valley College:

HD 266 Program Planning

HD 270 Art/Music/Drama

HD 271 Sports/Fitness

Total amount payable \$125.00

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

Funding: Employee reimbursements are funded from the District's tuition reimbursement budget number 0152258749-5885 for the 2011/2012 fiscal year. \$15,000.00 is a contract language mandate and is budgeted annually for such expenses.

Recommendation: Approve Classified tuition reimbursement.

MLD:KC:ph

CONSENT ITEM

DATE: February 7, 2012

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

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

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: **APPROVE EARLY INTERVENTION FOR SCHOOL SUCCESS (EISS) GRANT APPLICATION FOR PRESCHOOL AND EARLY PRIMARY TEACHER TRAINING AT ORANGETHORPE SCHOOL FOR 2012/2013 AND 2013/2014**

Background: Early Intervention for School Success (EISS) is a program sponsored by the Orange County Department of Education that provides two-year cycle grants for up to \$50,000. Grant funds are used for researched-based training for teachers on strategies to improve achievement for preschool through second grade students.

Rationale: The purpose of EISS is to help all children achieve academic and social success. This is a multi-faceted process that develops Professional Learning Communities to help teachers, administrators, support staff, and parents provide preschool through second grade students with appropriate differentiated learning experiences. EISS teams gain extensive knowledge of early childhood education and standards-based instruction in order to increase teaching effectiveness. Teachers and resource staff will build upon their knowledge and experience to assess, evaluate, and differentiate instruction, and collaborate to better meet the diverse needs of preschool through second grade students at Orangethorpe School.

Funding: Not applicable.

Recommendation: Approve Early Intervention for School Success (EISS) grant application for preschool and early primary teacher training at Orangethorpe School for 2012/2013 and 2013/2014.

MD:MC:ln

CONSENT ITEM

DATE: February 7, 2012

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

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

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: **APPROVE EARLY INTERVENTION FOR SCHOOL SUCCESS (EISS) INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND MARTHA ANDERSON FOR A WORKSHOP TO BE HELD AT RICHMAN SCHOOL ON FEBRUARY 10, 2012**

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

Rationale: Coaching is a grant requirement to ensure that the EISS program and professional development training content and strategies are implemented in the classroom. EISS State Certified Trainers and Coaches provide coaching. Martha Anderson will provide coaching for kindergarten teachers at Richman School and will cover language arts and writing.

Funding: Funding provided by EISS grant and shall not exceed \$600.00, plus mileage expenses of \$18.48.

Recommendation: Approve Early Intervention for School Success (EISS) Independent Contractor Agreement between Fullerton School District and Martha Anderson for a workshop to be held at Richman School on February 10, 2012.

MLD:MC:ln
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Martha Anderson, (address on file)**, hereinafter referred to as "CONTRACTOR."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONTRACTOR: **Facilitate a mandatory Early Intervention for School Success Grant coach workshop for kindergarten teachers at Richman School covering language arts and writing.**

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **February 10, 2012**, and will diligently perform as required and complete performance by **February 10, 2012**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Six Hundred Dollars (\$600.00)**. CONTRACTOR shall submit a detailed invoice to DISTRICT for services satisfactorily rendered in performance of the required services under the terms of this AGREEMENT.

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

follows: **travel expenses (mileage of 33.6 miles multiplied by DISTRICT rate of fifty-five cents per mile) for a total expense not to exceed Eighteen Dollars and Forty-eight Cents (\$18.48).**

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

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

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

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

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the

services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

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

11. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." CONTRACTOR agrees to name DISTRICT and its Governing Board, officers, and employees as additional insureds under said policy. No later than five (5) business days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation, modification or reduction in coverage.

12. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT

shall not be assigned by the CONTRACTOR. Any such assignment shall be null and void and shall be deemed a basis for termination of this AGREEMENT.

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

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

Martha Anderson
Address – on file
City, State, Zip – on file
Telephone – on file

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 7th DAY OF February, 2012.

FULLERTON SCHOOL DISTRICT

Martha Anderson
Contractor Name

By: _____
Mitch Hovey, Ed.D.
Superintendent

By: _____

Martha Anderson
Typed Name

Early Intervention for School Success Teacher
Title

On File
Taxpayer Identification Number

CONSENT ITEM

DATE: February 7, 2012

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Sherry Hoyt, Principal, Commonwealth School

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND DR. NANCY PORRAS TO PROVIDE ENGLISH LANGUAGE DEVELOPMENT PARENT EDUCATION CLASSES AT COMMONWEALTH SCHOOL EFFECTIVE FEBRUARY 16, 2012 THROUGH MARCH 25, 2012**

Background: Federal and State mandates for categorical funding include requirements that Districts and schools provide meaningful opportunities on how parents can become involved in the education of their children and be active participants to support student academic achievement. Parent outreach includes ways to assist their children in meeting State academic content and achievement standards, achieve at high levels in core academic subjects, and to access available resources from family, school, District, and community to support under-achieving students. (Elementary and Secondary Schools Act (ESEA) formerly No Child Left Behind, Title I Schoolwide Programs, 5 CCR 3932, 20 USC 7012[e][1], Board Policy 6020).

Rationale: Commonwealth School parents are highly motivated to participate in the English language development classes to help their children succeed in school. Dr. Nancy Porras, a retired professor from California State University, Fullerton, is a qualified specialist in the area of English language development.

Funding: The cost is not to exceed \$2,400.00 to be paid from Commonwealth School's Economic Impact Aid categorical funds.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Dr. Nancy Porras to provide English language development parent education classes at Commonwealth School effective February 16, 2012 through March 25, 2012.

JM:SH:nm
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Nancy Porras** hereinafter referred to as "CONTRACTOR."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONTRACTOR: **Consultant will provide Commonwealth School parent classes for ESL, Multi-Level English Language Acquisition.** Services shall be provided by **Nancy Porras**.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **February 16, 2012** and will diligently perform as required and complete performance by **March 25, 2012**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Two Thousand, Four Hundred Dollars (\$2,400.00)**. CONTRACTOR shall submit a detailed invoice to DISTRICT for services satisfactorily rendered in performance of the required services under the terms of this AGREEMENT.

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

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

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

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

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

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date

of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the

DISTRICT or its officers, employees or agents.

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

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

11. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." CONTRACTOR agrees to name DISTRICT and its Governing Board, officers, and employees as additional insureds under said policy. No later than five (5) business days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation, modification or reduction in coverage.

12. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR. Any such assignment shall be null and void and shall be deemed a basis for termination of this AGREEMENT.

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

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

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

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

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

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

19. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be

considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

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

CONTRACTOR:

Dr. Nancy Porras
ON FILE
ON FILE
ON FILE

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 7th DAY OF February 2012.

FULLERTON SCHOOL DISTRICT

Dr. Nancy Porras
Contractor Name

By: _____
Mitch Hovey, Ed.D.
Superintendent

By: _____

Dr. Nancy Porras
Typed Name

Title

On File
Taxpayer Identification Number

CONSENT ITEM

DATE: February 7, 2012

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Gretchen Francisco, Principal, Pacific Drive School

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ACTION LEARNING SYSTEMS, INC., (ALS) TO PROVIDE ADVANCED INSTRUCTIONAL MATERIALS TRAINING AND COACHING IN ENGLISH LANGUAGE ARTS AND MATHEMATICS FOR PACIFIC DRIVE SCHOOL ON FEBRUARY 15 AND MAY 30, 2012**

Background: Pacific Drive School is committed to improving student achievement by increasing the capacity for teachers to use research-based strategies and core curriculum materials to meet student needs. Last year, Action Learning Systems, Inc. (ALS) provided professional development training in Direct Interactive Instruction (DII) to the teachers at Pacific Drive School. Additional professional development is requested from ALS to expand and deepen the training and coaching to teachers on how to plan and design standards-based lessons focused on DII strategies in the areas of English Language Arts and Mathematics.

Rationale: Pacific Drive School teachers will benefit from additional training in Direct Interactive Instruction (DII) in the areas of lesson development and instructional design. DII will provide a framework of strategies for teachers to use to plan and deliver engaging high quality lessons to positively accelerate student learning. ALS will co-plan and co-teach lessons with the teachers using the DII strategies. DII strategies are research-based and proven to increase high success rates in English Language Arts and Mathematics.

Funding: The cost is not to exceed \$4,000.00 to be paid from Site Program Improvement (219) restricted funds.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Action Learning Systems, Inc., (ALS) to provide advanced instructional materials training and coaching in English Language Arts and Mathematics for Pacific Drive School on February 15 and May 30, 2012.

JM:GF:nm
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Action Learning Systems, Inc.**, hereinafter referred to as "CONTRACTOR."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONTRACTOR: **ALS will provide support, training, and coaching using Direct Interactive Instruction (DII) strategies for the effective implementation of English Language Arts and Mathematics on February 15 and May 30, 2012.**

Services shall be provided by CONTRACTOR.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **February 15, 2012** and will diligently perform as required and complete performance by **May 30, 2012.**

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Four thousand Dollars (\$4,000.00)**. CONTRACTOR shall submit a detailed invoice to DISTRICT for services satisfactorily rendered in performance of the required services under the terms of this AGREEMENT.

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

expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: N/A.

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

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

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

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

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the

services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

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

11. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." CONTRACTOR agrees to name DISTRICT and its Governing Board, officers, and employees as additional insureds under said policy. No later than five (5) business days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation, modification or reduction in coverage.

12. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR. Any such assignment shall be null and void and shall be deemed a basis for termination of this AGREEMENT.

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

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

Action Learning Systems, Inc.
135 South Rosemead Blvd.
Pasadena, CA 91107
626-744-5344

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 7th DAY OF February 2012.

FULLERTON SCHOOL DISTRICT

Action Learning Systems, Inc.
Contractor Name

By: _____
Mitch Hovey, Ed.D.
Superintendent

By: _____

Kit Marshall
Typed Name

President
Title

On File
Taxpayer Identification Number

CONSENT ITEM

DATE: February 7, 2012
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Susan Hume, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Larry Lara, Director of Maintenance, Operations and Facility Services
SUBJECT: APPROVE/RATIFY CHANGE ORDERS #1 AND #2 FOR R. JENSEN COMPANY, INC., FOR INSTALLATION OF BALL WALLS AT ACACIA, FERN DRIVE, AND GOLDEN HILL SCHOOLS: FSD-11-12-CF-01

Background: On December 13, 2011, the Board of Trustees awarded the contract for Installation of Ball Walls at Acacia, Fern Drive, and Golden Hill Schools: FSD-11-12-CF-01, to R. Jensen Company, Inc.

The original contract scope of work has been modified at an additional cost of \$6,275.55, or approximately 9.2% of the original contract amount.

Rationale: Change Order #1 was due to the need to over-excavate the base due to soggy soil conditions. Change Order #2 was for additional work to move irrigation boxes.

Funding: This project is funded from the Capital Facilities Fund (25). Change Order #1 is for the additive amount of \$3,108.45, and Change Order #2 is for the additive amount of \$3,167.10. The new total of this contract is \$74,275.55.

Recommendation: Approve/Ratify Change Orders #1 and #2 for R. Jensen Company, Inc., for Installation of Ball Walls at Acacia, Fern Drive, and Golden Hill Schools: FSD-11-12-CF-01.

SH:LL:mm
Attachments

R.JENSEN CO.INC.

CHANGE ESTIMATE SUMMARY

<i>School</i>	<u>Acacia Elementary</u>	<i>Contractor:</i>	<u>R. JENSEN COMPANY</u>
<i>Project:</i>	<u>FSD-11-12-CF-01</u>		<u>1/9/2012</u>
<i>Contract No.</i>	<u>106939</u>	<i>RFP Reference:</i>	<u>Change Order #01</u>

Description of proposed change:

Excavate under ball wall footing in area of wet soils

Backfill with slurry concrete below wall footing. Per soils tech. requirements.

Reference RFI 01

DEDUCTION FROM CONTRACT PER RFP:

Total Direct Contractor Expenses (Labor + Material + Equipment):	<i>G.</i>	<u>\$0.00</u>
General Contractor's OH & P (15% of item G):	<i>H.</i>	<u>\$0.00</u>
Taxes (7.75% of Material + Equipment):	<i>I.</i>	<u>\$0.00</u>
Insurance (3% of item G+H+I):	<i>J.</i>	<u>\$0.00</u>
Bond Premium (2% of item F+G+H+I+J):	<i>K.</i>	<u>\$0.00</u>
Total Deductions per RFP (items G+H+I+J+K):	<i>L.</i>	<u>\$0.00</u>

ADDITIONS TO CONTRACT PER RFP:

Total Direct Contractor Expenses (Labor + Material + Equipment):	<i>G.</i>	<u>\$2,650.00</u>
General Contractor's OH & P (15% of item G):	<i>H.</i>	<u>\$397.50</u>
Taxes (7.75% of Material + Equipment):	<i>I.</i>	<u>Inc.</u>
Insurance (1% of item G+H+I):	<i>J.</i>	<u>Inc</u>
Bond Premium (2 % of item F+G+H+I+J):	<i>K.</i>	<u>\$60.95</u>
Total Additions per RFP (items G+H+I+J+K):	<i>L.</i>	<u>\$3,108.45</u>

TOTAL ADDS :	<u>\$3,108.45</u>
TOTAL DEDUCTS:	<u>\$0.00</u>
NET ADD:	<u>\$3,108.45</u>

Ghataode Bannon

R.Jensen Co Inc

Larry Lara, FSD Director of Maintenance

BY:

BY:

BY:

Date:

Date:

Date:

R.JENSEN CO.INC.

CHANGE ESTIMATE SUMMARY

<i>School</i>	<u>Fern Drive Elementary</u>	<i>Contractor:</i>	<u>R. JENSEN COMPANY</u>
<i>Project:</i>	<u>FSD-11-12-CF-01</u>		<u>1/9/2012</u>
<i>Contract No.</i>	<u>106939</u>	<i>RFP Reference:</i>	<u>Change Order #02</u>

Description of proposed change:

Remove and relocate three existing irrigation valve boxes located in the area where the new ball wall is to be placed including reconnecting existing control wires. Reference RFI # 3

DEDUCTION FROM CONTRACT PER RFP:

Total Direct Contractor Expenses (Labor + Material + Equipment):	<i>G.</i>	_____	\$0.00
General Contractor's OH & P (15% of item G):	<i>H.</i>	_____	\$0.00
Taxes (7.75% of Material + Equipment):	<i>I.</i>	_____	\$0.00
Insurance (3% of item G+H+I):	<i>J.</i>	_____	\$0.00
Bond Premium (2% of item F+G+H+I+J):	<i>K.</i>	_____	\$0.00
Total Deductions per RFP (items G+H+I+J+K):	<i>L.</i>	_____	\$0.00

ADDITIONS TO CONTRACT PER RFP:

Total Direct Contractor Expenses (Labor + Material + Equipment):	<i>G.</i>	_____	\$2,700.00
General Contractor's OH & P (15% of item G):	<i>H.</i>	_____	\$405.00
Taxes (7.75% of Material + Equipment):	<i>I.</i>	_____	Inc.
Insurance (1% of item G+H+I):	<i>J.</i>	_____	Inc.
Bond Premium (2 % of item F+G+H+I+J):	<i>K.</i>	_____	\$62.10
Total Additions per RFP (items G+H+I+J+K):	<i>L.</i>	_____	\$3,167.10

TOTAL ADDS :	_____	\$3,167.10
TOTAL DEDUCTS:	_____	\$0.00
NET ADD:	_____	\$3,167.10

Ghataode Bannon

R.Jensen Co Inc

Larry Lara, FSD Director of Maintenance

BY:

BY:

BY:

Date:

Date:

Date:

CONSENT ITEM

DATE: February 7, 2012

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

FROM: Susan Hume, Assistant Superintendent, Business Services

SUBJECT: APPROVE REJECTION OF CLAIM NUMBER 11-96582 DP

Background: A claim for damages has been filed against the District. The District and its liability claims administrator, CorVel, have investigated the claim and recommend rejection

Rationale: The District's claims administrator, CorVel, does not find any evidence of negligence or legal liability in their initial investigation on the part of the Fullerton School District. Therefore, rejection of the claim is recommended.

Funding: Not applicable.

Recommendation: Approve rejection of Claim Number 11-96582 DP.

SH:lc

CONSENT ITEM

DATE: February 7, 2012

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Becky Silva, Assistant Director, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 11/12-B010 THROUGH 11/12-B016 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

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

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

Funding: Not applicable.

Recommendation: Adopt Resolutions numbered 11/12-B010 through 11/12-B016 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

SH:BS:ca
Attachment

FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$5,816 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

GENERAL FUND 01

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All Other State Revenue	\$3,415
8699	All Other Local Revenue	2,401
Total:		\$5,816

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$52,072
2000	Classified Salaries	-15,152
3000	Employee Benefits	-2,350
4000	Books and Supplies	-29,147
5000	Services & Other Operating Expenses	-14,624
6000	Capital Outlay	1,356
9789	Designated for Economic Uncertainties	13,661
Total:		\$5,816

Explanation: This Resolution reflects an increase to revenue for 2010/11 Statewide ID Maintenance funding, SELPA Medical Therapy Units (MTU) reimbursement, adjustments to salaries for Special Education, school site programs, and noon duty supervision, as well as adjustments to project estimated expenditures in the unrestricted General Fund.

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

Date: _____

By: _____

FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$54,379 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

GENERAL FUND 01
CATEGORICAL

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8290	All Other Federal Revenue	-\$54,379
	Total:	-\$54,379

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$1,510
2000	Classified Salaries	24,292
3000	Employee Benefits	7,550
4000	Books and Supplies	-161,576
5000	Services & Other Operating Expenses	59,519
6000	Capital Outlay	14,119
7000	Other Outgo	3,227
	Total:	-\$54,379

Explanation: This Resolution reflects a net decrease to revenue and expenditures. Reductions were made to the Title II Improving Teacher Quality grant and the McKinley Vento Homeless grant and increases to the Limited English Proficient (LEP) grant, Project CREATE, and Title I. This resolution also includes adjustments to project estimated expenditures in General Fund categorical programs.

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

Date: _____

By: _____

FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$47,770 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All Other State Revenue	\$47,770
Total:		\$47,770

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$3,000
2000	Classified Salaries	-13,800
3000	Employee Benefits	16,145
4000	Books and Supplies	-8,012
5000	Services & Other Operating Expenses	50,437
Total:		\$47,770

Explanation: This Resolution reflects an increase to revenue and expenditures for the 2011/12 Facilities Renovation and Repair contract and adjustments to project estimated expenditures in the Child Development Fund.

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

Date: _____

By: _____

FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$49,001 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

DEFERRED MAINTENANCE FUND 14

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All Other State Revenue	\$49,001
	Total:	\$49,001

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
4000	Books and Supplies	\$3,000
5000	Services & Other Operating Expenses	7,668
6000	Capital Outlay	-10,668
9780	Other Designations	49,001
	Total:	\$49,001

Explanation: This Resolution reflects an increase to the State Deferred Maintenance allowance and adjustments to project estimated expenditures in the Deferred Maintenance Fund.

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

Date: _____

By: _____

FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22

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

BUILDING FUND 21

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
4000	Books and Supplies	-\$30
5000	Services & Other Operating Expenses	30
	Total:	\$0

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

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

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

Date: _____

By: _____

FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22

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

CAPITAL FACILITIES FUND 25

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
5000	Services & Other Operating Expenses	\$5,755
6000	Capital Outlay	-5,755
	Total:	\$0

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

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

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

Date: _____

By: _____

FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$3,000 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

PROPERTY AND LIABILITY FUND 81

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8689	All Other Fees and Contracts	\$3,000
Total:		\$3,000

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

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

<u>Budget Acct. #</u>	<u>Expenditure Description</u>	<u>Amount,</u>
2000	Classified Salaries	\$40,000
3000	Employee Benefits	7,441
4000	Books and Supplies	-896
5000	Services & Other Operating Expenses	-43,545
Total		\$3,000

Explanation: This Resolution reflects an increase to revenue for Laptop receipts and adjustments to project estimated expenditures in the Property and Liability Fund.

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

Date: _____

By: _____

DISCUSSION/ACTION ITEM

DATE: February 7, 2012
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: **APPROVE SPECIFIC WAIVER RENEWAL REQUEST FOR CLASS SIZE GRADES ONE THROUGH THREE EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2014**

Background: In an effort to address ever-increasing budget cuts from the State, Fullerton School District applied to the State Board of Education for a Specific Waiver of class size requirements. This waiver was granted in May of 2010 and was effective for a period of two years. The waiver allowed the District to increase class size for grade one through three from 30:1 to 33:1.

This Specific Waiver expires June 30, 2012. In order to maintain current flexibility in class sizes for grades one through three, a waiver renewal must be submitted prior to the expiration of the current waiver.

Rationale: In order to avoid any Education Code penalty, the District is seeking a waiver renewal for Education Code 41376 (a) (c) and (d).

Funding: Not applicable.

Recommendation: Approve Specific Waiver Renewal Request for Class Size Grades One through Three effective July 1, 2012 through June 30, 2014.

MLD:nm
Attachment

CALIFORNIA DEPARTMENT OF EDUCATION
SPECIFIC WAIVER REQUEST

SW-1 (Rev. 10-2-09)

<http://www.cde.ca.gov/re/lr/wr/>

First Time Waiver:
 Renewal Waiver:

Send Original plus one copy to:
 Waiver Office, California Department of Education
 1430 N Street, Suite 5602
 Sacramento, CA 95814

Send Electronic copy in **Word** and
 back-up material to: waiver@cde.ca.gov

CD CODE						
3	0	6	6	5	0	6

Local educational agency: Fullerton School District			Contact name and Title: Mark L. Douglas Asst. Superintendent, Personnel Svcs.			Contact person's e-mail address: mark_douglas@fsd.k12.ca.us		
Address: (City) (State) (ZIP) 1401 W. Valencia Drive, Fullerton, CA 92833			Phone (and extension, if necessary): (714) 447-7450			Fax number: (714) 447-7538		
Period of request: (month/day/year) From: 07/01/2012 To: 06/30/14				Local board approval date: (Required) February 7, 2012				

LEGAL CRITERIA

- Authority for the waiver: **Ed Code 41378** Specific code section: **41376 (a), (c), and (d)**
 Write the EC Section citation, which allows you to request, or authorizes the waiver of the specific EC Section you want to waive.

SEE ATTACHED.
- Education Code or California Code of Regulations* or portion to be waived.
 Section to be waived: (number) **41376 (a), (c), and (d)** Circle One: *EC* or *CCR*

 Brief Description of the topic of the waiver: **Waiving class size ration for grades one through three.**
- If this is a renewal of a previously approved waiver, please list Waiver No: **76-2-2010-WC-4** and date of SBE approval **May 6, 2010.**
 Renewals of Waivers must be approved by the local board and submitted two months before the active waiver expires.
- Collective bargaining unit information. (Not necessary for EC 56101 waivers)

 Does the district have any employee bargaining units? No Yes If yes, please complete required information below:

 Bargaining unit(s) consulted on date(s): **December 6, 2011 and January 24, 2012**

 Name of bargaining units and representative(s) consulted: **Fullerton Elementary Teachers Association (FETA) and California Schools Employees Association (CSEA)**

 The position(s) of the bargaining unit(s): Neutral Support Oppose (*Please specify why*)

 Comments (if appropriate):
- Advisory committee or school site council that reviewed the waiver. Name: **Fullerton School District's Budget Advisory Committee**
 Per EC 33051(a) if the waiver affects a program that requires a school site council that council must **approve** the request.
 Date advisory committee/council reviewed request: **January 25, 2012**

 Approve Neutral Oppose

 Were there any objection? Yes No (If there were objections please specify)

SPECIFIC WAIVER REQUEST

SW-1 (Rev. 10-2-09)

6. Education Code or California Code of Regulations section to be waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law, or those exact phrases requested to be waived (or use a **strike out key** if only portions of sections are to be waived). (Attach additional pages if necessary.)

EC to be waived (see attached)

7. Desired outcome/rationale. State what you hope to accomplish with the waiver. Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations. (Attach additional pages if necessary.)

The current required class size for Fullerton School District is set by regulations established in the late 1980's and by union agreement at 29.9. The Fullerton Elementary Teachers Association (FETA) has agreed to adjust their standards to help relieve current budgetary needs; however, state waivers will be necessary to make adjustments District-wide. Current practice of staffing formulas forces the District to maintain a higher number of staffing units so the average is not breached. Fluctuations in ADA have required two to eight extra staffing units to avoid breaching Education Code and District caps. The additional staffing increases budgeted costs by \$150,000 to \$600,000.

The District is attempting to resolve a potential budget deficit of \$7-11 million dollars and the flexibility in the waiver will allow, through negotiations, the overstaffing outlined above as well as moving towards higher class sizes at all grades for the period of the financial crisis. Every adjustment in the class size by one student allows for approximately an \$800,000 savings. We are requesting that the previously approved waiver be extended for two years through July 2014.

5. Demographic Information:
(District/school/program) **Fullerton School District** has a student population of **13,650** and is located in an **urban** (urban, rural, or small city etc.) in **Orange** County.

Is this waiver associated with an apportionment related audit penalty? (per EC 41344) No Yes
(If yes, please attach explanation or copy of audit finding)

Has there been a Categorical Program Monitoring (CPM) finding on this issue? No Yes
(If yes, please attach explanation or copy of CPM finding)

District or County Certification – I hereby certify that the information provided on this application is correct and complete.

Signature of Superintendent or Designee:	Title:	Date:
Signature of SELPA Director (only if a Special Education Waiver)		Date:

FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY

Staff Name (type or print):	Staff Signature:	Date:
Unit Manager (type or print):	Unit Manager Signature:	Date:
Division Director (type or print):	Division Director Signature:	Date:
Deputy (type or print):	Deputy Signature:	Date:

**Fullerton School District
Specific Waiver Request (Grades 1 – 3)
Attachment**

QUESTIONS 1:

The Superintendent of Public Instruction, in computing apportionments and allowances from the State School Fund for the second principal apportionment, shall determine the following for the kindergarten classes maintained by each school district maintaining kindergarten classes.

(a) The number of pupils enrolled in each kindergarten class, the total enrollment in all such classes, and the average number of pupils enrolled per class.

(b) The total number of pupils which are in excess of thirty-three (33) in each class having an enrollment of more than thirty-three (33).

(c) The total number of pupils by which the average class size in the district exceeds 31.

(d) The greater number of pupils as determined in (b) or (c) above.

(e) He shall compute the product obtained by multiplying the excess number of pupils computed pursuant to subdivision (d) of this section by ninety-seven hundredths (0.97). He shall decrease the average daily attendance reported under the provisions of Section 41601 by the resulting product.

QUESTION 6:

41736 (a) (c) and (d). The Superintendent of Public Instruction, in computing apportionments and allowances from the State School Fund for the second principal apportionment, shall determine the following for the regular day classes of the elementary schools maintained by each school district:

~~(a) For grades 1 to 3, inclusive, he shall determine the number of classes, the number of pupils enrolled in each class, the total enrollment in all such classes, the average number of pupils enrolled per class, and the total of the numbers of pupils which are in excess of thirty (30) in each class.~~

~~———— For those districts which do not have any classes with an enrollment in excess of 32 and whose average size for all the classes is 30.0 or less, there shall be no excess declared. For those districts which have one or more classes in excess of an enrollment of 32 or whose average size for all the classes is more than 30, the excess shall be the total of the number of pupils which are in excess of 30 in each class having an enrollment of more than 30.~~

(b) For grades 4 to 8, inclusive, he shall determine the total number of pupils enrolled, the number of full-time equivalent classroom teachers, and the average number of pupils per each full-time equivalent classroom teacher. He shall also determine the excess if any, of pupils enrolled in such grades in the following manner:

(1) Determine the number of pupils by which the average number of pupils per each full-time equivalent classroom teacher for the current fiscal year exceeds the greater of the average number of pupils per each full-time equivalent classroom teacher in all the appropriate districts of the state, as determined by the Superintendent of Public Instruction, for October 30, 1964, or the average number of pupils per each full-time equivalent classroom teacher which existed in the district on either October 30, 1964 or March 30, 1964, as selected by the governing board.

(2) Multiply the number determined in (1) above by the number of full-time equivalent classroom teachers of the current fiscal year.

(3) Reduce the number determined in (2) above by the remainder which results from dividing such number by the average number of pupils per each full-time equivalent teacher for October 30, 1964, as determined by the Superintendent of Public Instruction in (1) above.

~~(e) He shall compute the product obtained by multiplying the excess number of pupils, if any, under the provisions of subdivision (a) of this section by ninety seven hundredths (0.97), and shall multiply the product so obtained by the ratio of statewide change in average daily attendance to district~~

~~change in average daily attendance. Change in average daily attendance shall be determined by dividing average daily attendance in grades 1, 2 and 3 reported for purposes of the first principal apportionment of the current year by that reported for purposes of the first principal apportionment of the preceding year.~~

(d) ~~If the school district reports that it has maintained, during the current fiscal year, any classes in which there were enrolled pupils in excess of thirty (30) per class pursuant to subdivision (a) of this section, and there is no excess number of pupils computed pursuant to subdivision (b) of this section, he shall decrease the average daily attendance reported under the provisions of Section 41601 by the product determined under subdivision (c) of this section.~~

(e) If the school district reports that it has maintained, during the current fiscal year, no classes in which there were enrolled pupils in excess of thirty (30) per class determined pursuant to subdivision (a) of this section, and there is an excess number of pupils computed pursuant to subdivision (b) of this section, he shall make the following computation:

He shall compute the product obtained by multiplying the excess number of pupils computed pursuant to subdivision (b) of this section by ninety-seven hundredths (0.97) and shall multiply the product so obtained by the ratio of statewide change in average daily attendance to the district change in average daily attendance. He shall decrease the average daily attendance reported under the provisions of Section 41601 by the resulting product.

(f) If the school district reports that it has maintained, during the current fiscal year, any classes in which there were enrolled pupils in excess of thirty (30) per class determined pursuant to subdivision (a) of this section, and there is an excess number of pupils computed pursuant to subdivision (b) of this section, he shall make the following computation:

He shall add to the product determined under subdivision (c) of this section, the product determined under subdivision (e) of this section and decrease the average daily attendance reported under the provisions of Section 41601 by this total amount.

The governing board of each school district maintaining elementary schools shall report for the fiscal year 1964-65 and each year thereafter the information required for the determination to be made by the Superintendent of Public Instruction under the provisions of this section in accordance with instructions provided on forms furnished and prescribed by the Superintendent of Public Instruction.

Such information shall be reported by the school district together with, and at the same time as, the reports required to be filed for the second principal apportionment of the State School Fund. The forms on which the data and information is reported shall include a certification by each school district superintendent or chief administrative officer that the data is correct and accurate for the period covered, according to his best information and belief.

For purposes of this section, a "full-time equivalent classroom teacher" means an employee of an elementary, high school, or unified school district, employed in a position requiring certification qualifications and whose duties require him to teach pupils in the elementary schools of that district in regular day classes for the full time for which he is employed during the regular school day. In reporting the total number of full-time equivalent classroom teachers, there shall be included, in addition to those employees defined above, the full-time equivalent of all fractional time for which employees in positions requiring certification qualifications are required to devote to teaching pupils in the elementary schools of the district in regular day classes during the regular school day.

For purposes of this section, the number of pupils enrolled in each class means the average of the active enrollment in that class on the last teaching day of each school month which ends prior to April 15th of each school year.

The provisions of this section are not applicable to school districts with less than 101 units of average daily attendance for the current fiscal year.

Although no decreases in average daily attendance shall be made for the fiscal year 1964-65, reports are required to be filed under the provisions of this section, and the Superintendent of Public Instruction shall notify each school district the amount of the decrease in state allowances which would have been effected had such decrease in average daily attendance been applied.

The Superintendent of Public Instruction shall adopt rules and regulations which he may deem necessary for the effective administration of this section. Such rules and regulations may specify that no decrease in average daily attendance reported under the provisions of Section 41601 shall be made for a school district on account of large classes due to instructional television or team teaching, which may necessarily involve class sizes at periods during the day larger than the standard set forth in this section.

DISCUSSION/ACTION ITEM

DATE: February 7, 2012
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: **APPROVE GENERAL WAIVER RENEWAL REQUEST FOR CLASS SIZE GRADES FOUR THROUGH EIGHT EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2014**

Background: In an effort to address ever-increasing budget cuts from the State, Fullerton School District applied to the State Board of Education for a General Waiver of class size requirements. This waiver was granted in May of 2010 and was effective for a period of two years. The waiver allowed the District to increase class size for grade four through eight from 30:1 to 33:1.

This General Waiver expires June 30, 2012. In order to maintain current flexibility in class sizes for grades four through eight, a waiver renewal must be submitted prior to the expiration of the current waiver.

Rationale: In order to avoid any Education Code penalty, the District is seeking a waiver renewal for Education Code 41376 (b) and (e).

Funding: Not applicable.

Recommendation: Approve General Waiver Renewal Request for Class Size Grades Four through Eight effective July 1, 2012 through June 30, 2014.

MLD:nm
Attachment

GENERAL WAIVER REQUEST

GW-1 (Rev. 10-2-09)

<http://www.cde.ca.gov/re/lr/wr/>

First Time Waiver:

Renewal Waiver: X

Send Original plus one copy to:
 Waiver Office, California Department of Education
 1430 N Street, Suite 5602
 Sacramento, CA 95814

Send Electronic copy in **Word** and
 back-up material to: waiver@cde.ca.gov

CD CODE

1. Under the general waiver authority of *Education Code* 33050-33053, the particular *Education Code* or *California Code of Regulations* section(s) to be waived (number): **41376 (b) and (e)** Circle One: *EC* or *CCR*

Topic of the waiver: **Waiving class size ratios for grades four through eight.**

3. Collective bargaining unit information. Does the district have any employee bargaining units? No X Yes If yes, please complete required information below:

Bargaining unit(s) consulted on date(s): **December 6, 2011 and January 24, 2012**

Name of bargaining unit and representative(s) consulted: **Fullerton Elementary Teachers Association (FETA) and California Schools Employees Association (CSEA)**

The position(s) of the bargaining unit(s): Neutral X Support Oppose (*Please specify why*)

Comments (if appropriate):

4. Public hearing requirement: A public hearing is not simply a board meeting, but a properly noticed public hearing held during a board meeting at which time the public may testify on the waiver proposal. Distribution of local board agenda does not constitute notice of a public hearing. Acceptable ways to advertise include: (1) print a notice that includes the time, date, location, and subject of the hearing in a newspaper of general circulation; or (2) in small school districts, post a formal notice at each school and three public places in the district.

How was the required public hearing advertised?

 X Notice in a newspaper Notice posted at each school Other: (*Please specify*)

5. Advisory committee or school site councils. Please identify the council(s) or committee that reviewed this waiver:

Budget Advisory Committee

Date the committee/council reviewed the waiver request: **January 25, 2012**

Were there any objection(s)? No X Yes (*If there were objections please specify*)

2. If this is a renewal of a previously approved waiver, please list Waiver Number: 77-2-2010-WC-8 and date of SBE Approval **May 6, 2010.**

Renewals of waivers must be submitted two months before the active waiver expires.

3	0	6	6	5	0	6
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Address: (City) (State) (ZIP)

1401 W. Valencia Drive, Fullerton, CA 92833

Phone (and extension, if necessary):
(714) 447-7450

Fax Number: **(714) 447-7538**

LEGAL CRITERIA

Local educational agency:

Fullerton School District

Contact name and Title:

Mark L. Douglas
Asst. Superintendent, Personnel Svcs.

Contact person's e-mail address:
mark_douglas@fsd.k12.ca.us

Period of request: (month/day/year)

From: **07/01/2012** To: **06/30/14**

Local board approval date: (Required)

February 7, 2012

Date of public hearing: (Required)

February 7, 2012

CALIFORNIA DEPARTMENT OF EDUCATION
GENERAL WAIVER REQUEST
 GW-1 (10-2-09)

6. *Education Code or California Code of Regulations* section to be waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law, or those exact phrases requested to be waived (use a **strike out key**).

EC to be waived (see attached)

7. Desired outcome/rationale. Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations. If more space is needed, please attach additional pages.

The current required class size for Fullerton School District is set by regulations established in the late 1980's and by union agreement at 29.9. The Fullerton Elementary Teachers Association (FETA) has agreed to adjust their standards to help relieve current budgetary needs; however, state waivers will be necessary to make adjustments District-wide. Current practice of staffing formulas forces the District to maintain a higher number of staffing units so the average is not breached. Fluctuations in ADA have required two to eight extra staffing units to avoid breaching Education Code and District caps. The additional staffing increases budgeted costs by \$150,000 to \$600,000.

The District is attempting to resolve a potential budget deficit of \$7-11 million dollars and the flexibility in the waiver will allow, through negotiations, the overstaffing outlined above as well as moving towards higher class sizes at all grades for the period of the financial crisis. Every adjustment in the class size by one student allows for approximately an \$800,000 savings. We are requesting that the previously approved waiver be extended for two years through July 2014.

8. Demographic Information:
 (District/school/program) **Fullerton School District** has a student population of **13,650** and is located in an **urban** (*urban, rural, or small city etc.*) in **Orange** County.

Is this waiver associated with an apportionment related audit penalty? (per EC 41344) No Yes
 (If yes, please attach explanation or copy of audit finding)

Has there been a Categorical Program Monitoring (CPM) finding on this issue? No Yes
 (If yes, please attach explanation or copy of CPM finding)

District or County Certification – *I hereby certify that the information provided on this application is correct and complete.*

Signature of Superintendent or Designee:	Title:	Date:
FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY		
Staff Name (<i>type or print</i>):	Staff Signature:	Date:
Unit Manager (<i>type or print</i>):	Unit Manager Signature:	Date:
Division Director (<i>type or print</i>):	Division Director Signature:	Date:
Deputy (<i>type or print</i>):	Deputy Signature:	Date:

**Fullerton School District
General Waiver Request (Grades 4 – 8)
Attachment**

QUESTION 6:

41736 (b) and (e). The Superintendent of Public Instruction, in computing apportionments and allowances from the State School Fund for the second principal apportionment, shall determine the following for the regular day classes of the elementary schools maintained by each school district:

(a) For grades 1 to 3, inclusive, he shall determine the number of classes, the number of pupils enrolled in each class, the total enrollment in all such classes, the average number of pupils enrolled per class, and the total of the numbers of pupils which are in excess of thirty (30) in each class.

For those districts which do not have any classes with an enrollment in excess of 32 and whose average size for all the classes is 30.0 or less, there shall be no excess declared. For those districts which have one or more classes in excess of an enrollment of 32 or whose average size for all the classes is more than 30, the excess shall be the total of the number of pupils which are in excess of 30 in each class having an enrollment of more than 30.

~~———— (b) For grades 4 to 8, inclusive, he shall determine the total number of pupils enrolled, the number of full-time equivalent classroom teachers, and the average number of pupils per each full-time equivalent classroom teacher. He shall also determine the excess if any, of pupils enrolled in such grades in the following manner:~~

~~———— (1) Determine the number of pupils by which the average number of pupils per each full-time equivalent classroom teacher for the current fiscal year exceeds the greater of the average number of pupils per each full-time equivalent classroom teacher in all the appropriate districts of the state, as determined by the Superintendent of Public Instruction, for October 30, 1964, or the average number of pupils per each full-time equivalent classroom teacher which existed in the district on either October 30, 1964 or March 30, 1964, as selected by the governing board.~~

~~———— (2) Multiply the number determined in (1) above by the number of full-time equivalent classroom teachers of the current fiscal year.~~

~~———— (3) Reduce the number determined in (2) above by the remainder which results from dividing such number by the average number of pupils per each full-time equivalent teacher for October 30, 1964, as determined by the Superintendent of Public Instruction in (1) above.~~

(c) He shall compute the product obtained by multiplying the excess number of pupils, if any, under the provisions of subdivision (a) of this section by ninety-seven hundredths (0.97), and shall multiply the product so obtained by the ratio of statewide change in average daily attendance to district change in average daily attendance. Change in average daily attendance shall be determined by dividing average daily attendance in grades 1, 2 and 3 reported for purposes of the first principal apportionment of the current year by that reported for purposes of the first principal apportionment of the preceding year.

(d) If the school district reports that it has maintained, during the current fiscal year, any classes in which there were enrolled pupils in excess of thirty (30) per class pursuant to subdivision (a) of this section, and there is no excess number of pupils computed pursuant to subdivision (b) of this section, he shall decrease the average daily attendance reported under the provisions of Section 41601 by the product determined under subdivision (c) of this section.

~~(e) If the school district reports that it has maintained, during the current fiscal year, no classes in which there were enrolled pupils in excess of thirty (30) per class determined pursuant to subdivision (a) of this section, and there is an excess number of pupils computed pursuant to subdivision (b) of this section, he shall make the following computation:~~

~~———— He shall compute the product obtained by multiplying the excess number of pupils computed pursuant to subdivision (b) of this section by ninety-seven hundredths (0.97) and shall multiply the product so obtained by the ratio of statewide change in average daily attendance to the district change in average daily attendance. He shall decrease the average daily attendance reported under the provisions of Section 41601 by the resulting product.~~

(f) If the school district reports that it has maintained, during the current fiscal year, any classes in which there were enrolled pupils in excess of thirty (30) per class determined pursuant to subdivision (a) of this section, and there is an excess number of pupils computed pursuant to subdivision (b) of this section, he shall make the following computation:

He shall add to the product determined under subdivision (c) of this section, the product determined under subdivision (e) of this section and decrease the average daily attendance reported under the provisions of Section 41601 by this total amount.

The governing board of each school district maintaining elementary schools shall report for the fiscal year 1964-65 and each year thereafter the information required for the determination to be made by the Superintendent of Public Instruction under the provisions of this section in accordance with instructions provided on forms furnished and prescribed by the Superintendent of Public Instruction.

Such information shall be reported by the school district together with, and at the same time as, the reports required to be filed for the second principal apportionment of the State School Fund. The forms on which the data and information is reported shall include a certification by each school district superintendent or chief administrative officer that the data is correct and accurate for the period covered, according to his best information and belief.

For purposes of this section, a "full-time equivalent classroom teacher" means an employee of an elementary, high school, or unified school district, employed in a position requiring certification qualifications and whose duties require him to teach pupils in the elementary schools of that district in regular day classes for the full time for which he is employed during the regular school day. In reporting the total number of full-time equivalent classroom teachers, there shall be included, in addition to those employees defined above, the full-time equivalent of all fractional time for which employees in positions requiring certification qualifications are required to devote to teaching pupils in the elementary schools of the district in regular day classes during the regular school day.

For purposes of this section, the number of pupils enrolled in each class means the average of the active enrollment in that class on the last teaching day of each school month which ends prior to April 15th of each school year.

The provisions of this section are not applicable to school districts with less than 101 units of average daily attendance for the current fiscal year.

Although no decreases in average daily attendance shall be made for the fiscal year 1964-65, reports are required to be filed under the provisions of this section, and the Superintendent of Public Instruction shall notify each school district the amount of the decrease in state allowances which would have been effected had such decrease in average daily attendance been applied.

The Superintendent of Public Instruction shall adopt rules and regulations which he may deem necessary for the effective administration of this section. Such rules and regulations may specify that no decrease in average daily attendance reported under the provisions of Section 41601 shall be made for a school district on account of large classes due to instructional television or team teaching, which may necessarily involve class sizes at periods during the day larger than the standard set forth in this section.

DISCUSSION/ACTION ITEM

DATE: February 7, 2012
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: Approve Revision to Board Policy #5111 - Admission

Background: The following policy was presented to the Board of Trustees for the first reading at the January 17, 2012 Board Meeting:

Revised:
Students
BP 5111 Admission

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

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

Funding: Not applicable.

Recommendation: Approve Revision to Board Policy #5111 – Admission.

MLD:nm
Attachment

Fullerton School District

Board Policy

Admission

BP 5111

Students

Board Adopted: June 10, 2005

Board Revised:

The Board of Trustees believes that all children should have the opportunity to receive educational services. Staff shall encourage parents/guardians to enroll all school-aged children in school.

The Superintendent/**designee** shall maintain procedures which provide for the verification of all entrance requirements specified in law and in Board policies and regulations.

~~Parents/guardians may be required by school or district officials to present verification of their residential address at the time of registration or at any other time officials may deem necessary.~~

~~Students with valid visas or other immigration documents should present them for inspection at the time of enrollment. Copies of these documents may be made and kept on file with other enrollment documentation.~~

Verification of residency is required for the first enrollment of any student within the District. If the student moves from the school attendance area of first enrollment into a different school attendance area, a new verification of residency will be required. Definition of "residency" includes district residency, foster care residency, McKinney-Vento Homeless Assistance Act residency, and other provisions as set forth in the education code.

No child shall be unconditionally admitted to any District school without presentation of a fully documented immunization record as required by law, unless otherwise exempted.

Legal References:

EDUCATION CODE

46600 Agreements for admission of pupils desiring interdistrict attendance

48000 Minimum age of admission (kindergarten)

48002 Evidence of minimum age required to enter kindergarten or first grade

48010 Minimum age of admission (first grade)

48011 Admission from kindergarten or other school; minimum age

48050-48053 Nonresidents

48200 Children between ages of 6 and 18 years (compulsory full-time education)

49076 Access to records by persons without written consent or under judicial order

49408 Information of use in emergencies

HEALTH AND SAFETY CODE

120325-120380 Immunization against communicable disease

121475-121520 Tuberculosis tests for pupils

CODE OF REGULATIONS, TITLE 5

200 Promotion from kindergarten to first grade

201 Admission to high school

CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

DISCUSSION/ACTION ITEM

DATE: February 7, 2012
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: Approve Deletion of Board Policy 5118 - Transfers (District Choice Program)

Background: A recommendation to delete Board Policy 5118 – Transfers (District Choice Program) was presented to the Board of Trustees as a first reading at the January 17, 2012 Board Meeting. Input was received and this action serves as the second reading.

Rationale: Board Policy 5118 is no longer required as transfers are addressed in Board Policy 5116.1 – Intradistrict Open Enrollment.

Funding: Not applicable.

Recommendation: Approve Deletion of Board Policy 5118 – Transfers (District Choice Program).

MLD:nm
Attachment

FULLERTON SCHOOL DISTRICT

STUDENTS

Policy No.: 5118

Transfers

District Choice Programs – Page 1

Board Adopted: May 24, 2005
Board Deleted:

~~The Board of Trustees may authorize the creation of specialized and innovative programs within schools to provide quality academic experiences for students through unique approaches, techniques, strategies and/or curricular focus. These specialized and innovative programs will be categorized as “District Choice Programs”. Such specialized and innovative programs should be consistent with current research on effective educational practices. All District Choice Programs will be required to offer a comprehensive educational experience that assists all students in meeting State and District standards and expectations by teaching the District adopted core curriculum.~~

~~Each District Choice Program, while located on a specific school campus, will have no resident student population and will be open to all residents of the Fullerton School District and, if space is available, may be open to Interdistrict Transfer students. District Choice Programs may not result in a segregated program nor discriminate on the basis of race, ethnicity, gender, religion, national origin, sexual orientation or handicapping condition, inequitable distribution of staff or resources, unequal access to programs, or any other circumstance that may adversely affect the learning environment of students not enrolled in the program.~~

~~Students must apply for admission to these programs. District Choice Programs may establish specific entrance procedures, criteria and requirements. These and any other unique procedures, criteria and requirements of a District Choice Program must be uniformly applied to all applicants and program participants in a fair, unbiased and equitable manner. Academic achievement and/or athletic ability may not be considered when approving applications to District Choice Programs.~~

~~If the number of qualified students exceeds the available space in a District Choice Program then the principal/designee will utilize the processes outlined in Board Policy and Regulation 5116 to determine the order of admission and/or placement on waiting lists. District policies and regulations regarding Interdistrict Transfer students will apply to such students applying for admission to any District Choice Program.~~

~~Students accepted into a District Choice Program may be dismissed from the program following the criteria and procedures contained in Board Policy and Regulations 5116 or 5117. Students accepted into a District Choice program will be expected to remain in the program for the entire school year unless dismissed from the program as provided in Board Policy and Regulations.~~

~~The Superintendent/designee shall annually evaluate each District Choice Program in accordance with applicable laws and standards and will present the results of the evaluation to the Board. Such programs shall be discontinued if they fail to demonstrate positive effects on student achievement over a reasonable period of time or if interest in the program declines and no longer justifies the allocation of staff and/or other district resources.~~

FULLERTON SCHOOL DISTRICT

STUDENTS

Policy No.: 5118

Transfers

District Choice Programs – Page 2

Board Adopted: May 24, 2005

School Bus Transportation

The District offers parent paid bus transportation to the students in each school's assigned attendance area whose residence is beyond the designated walking distance to that neighborhood school. Parents/guardians must provide transportation for students who have opted to attend a school outside their designated neighborhood school attendance area.

Misleading Information

Deliberately providing false or misleading information and/or the deliberate omission of information on the program application, enrollment documents, residency verification documents or other information supplied as part of the admissions process will lead to the immediate revocation of the transfer and may lead to the denial of all future transfer requests.

Terms and Conditions

Parents and students in District Choice Programs will abide by the applicable Board Policies and Administrative Regulations, all school rules and the terms and conditions of the specific program. Failure to do so may result in dismissal from the program.

Legal Reference:	Education Code	
	35010	Control of district
	35020	Duties of employees fixed by governing board
	35160	Authority of governing board
	35160.5(b)(1)	Conditions for receipt of apportionments and inflation adjustments: adoption of rules and regulation relating to specific policies
	35291.5	Rules and procedures on school discipline
	46600-46618	Interdistrict Attendance Computation
	48204	Residency requirements for school attendance

DISCUSSION/ACTION ITEM

DATE: February 7, 2012
TO: Board of Trustees
FROM: Mitch Hovey, Ed.D., District Superintendent
PREPARED BY: Kathy Ikola, Assistant to the Superintendent
SUBJECT: APPROVE REVISED BOARD BYLAWS

Background: The following revised board bylaws were presented to the Board of Trustees for the first reading at the January 17, 2012 Board Meeting:

Revised:
Bylaws of the Board
BB 9322 Agenda/Meeting Materials
BB 9323 Meeting Conduct

Input was received and this discussion/action item serves as the second reading and approval for these revised board bylaws.

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

Funding: Not applicable.

Recommendation: Approve revised board bylaws.

MH:ki
Attachments

Fullerton School District

Board Bylaw

Agenda/Meeting Materials

BB 9322

Bylaws of the Board

Board Adopted: November 25, 1997

Board Revised:

Agenda Content

Fullerton School District Board meeting agendas shall state the meeting time and place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in Closed Session. **(Government Code 54954.2)**

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. The agenda shall **also** provide members of the public an opportunity to speak at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. **(Education Code 35145.5; Government Code 54954.3)**

The agenda shall specify that an individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee. (Government Code 54954.2) Notification must be given within 72 hours prior to a Board meeting in order to enable the District to make reasonable arrangements to ensure accommodation and accessibility to the meeting.

Agenda Preparation

The Board President and the Superintendent, as Secretary to the Board, shall work together to develop the agenda for each regular and special meeting. Each agenda shall reflect the District's vision and goals and the Board's focus on student learning.

When a Board Member requests a possible future agenda item during a Board Meeting, Board Protocol shall be followed before an item is placed on a meeting agenda.

~~A Board member may submit an item for the Board agenda. Items submitted less than ten (10) working days before the scheduled meeting date may be placed on the agenda of a later meeting.~~

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's Office** with supporting documents and information.

The **Board President and Superintendent** shall decide whether a request is within the subject matter jurisdiction of the Board. **Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, the Board President and/or Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.**

The Board President and Superintendent shall decide whether an **agenda** item is appropriate for discussion in Open or Closed Session, and **whether the item should be an action item subject to Board vote, an information item that does not require immediate action, or a consent item that is routine in nature and for which no discussion is anticipated** ~~how the item shall be stated on the agenda.~~

~~Members of the public with complaints about individual employees should utilize District complaint policies and procedures before bringing complaints to the Board for consideration.~~

Consent Items

In order to promote efficient meetings, the Board may act upon more than one item by a single vote through the use of a consent agenda. Consent items are items of a routine nature or items for which no Board discussion is anticipated and for which the Superintendent recommends approval.

In accordance with law, the public has a right to comment on any consent items. At the request of any member of the Board, an item on the consent agenda shall be removed and given individual consideration for action as a regular agenda item.

Board Member Preparation

~~A copy of the agenda shall be forwarded to each Board member at least three days before each regular meeting. Board members should carefully review agenda packets prior to the meeting. They are encouraged to contact the Superintendent prior to the meeting for clarification or for responses to any questions that they may have on agenda items.~~

Agenda Dissemination to Board Members and Members of the Public

At least three days (72 hours) before each regular meeting, the Board Agenda will be posted on the District's web site for review by Board Members, District staff, and the public. The agenda will include minutes to be approved and a brief description of each Board Agenda item for discussion at the upcoming Board meeting.

When special meetings are called, the Superintendent or designee shall post the Special Board Agenda and supporting documents, if any, on the District's web site at least one day (24 hours) prior to the meeting for review by Board Members, District staff, and the public. ~~Per AB 1344, The Board is prohibited from calling~~ may not call a special meeting regarding salaries, salary schedules, or compensation paid in the form of fringe benefits- to the Superintendent or Department heads.

Board members shall access electronic files and review agenda materials before each meeting. In order to give opportunity for staff to provide well-researched answers, individual members are encouraged to contact the Superintendent with questions or ask for further clarification and information from the Superintendent about Board Agenda items in a timely manner prior to the Board Meeting.

If a document is posted or distributed to the Board, the Superintendent or designee shall make the document available for public inspection at the time the document is distributed to a majority of the Board provided that the document is a public record under the Public Records Act and related to an agenda item for an Open Session of a regular Board Meeting. The Superintendent or designee may also post the document on the District's web site in a position and manner that makes it clear that the document relates to an agenda item for an upcoming meeting.

(Government Code 54957.5)

Any documents prepared by the District or the Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any documents prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act. (Government Code 54957.5)

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1) Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Legal Reference:

EDUCATION CODE

[35144](#) Special meetings

[35145](#) Public meetings

[35145.5](#) Right of public to place matters on agenda

GOVERNMENT CODE

[6250-6270](#) Public Records Act

[53635.7](#) Separate item of business

[54954.1](#) Mailed agenda of meeting

[54954.2](#) Agenda posting requirements; board actions

[54954.3](#) Opportunity for public to address legislative body

[54954.5](#) Closed session item descriptions

[54956.5](#) Emergency meetings

[54957.5](#) Public records

UNITED STATES CODE, TITLE 42

[12101-12213](#) Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

[35.160](#) Effective communications

[36.303](#) Auxiliary aids and services

COURT DECISIONS

~~Caldwell v. Roseville Joint Union HSD, 2007 U.S. Dist. LEXIS 66318~~

Management Resources:

CSBA PUBLICATIONS

~~The Brown Act: School Boards and Open Meeting Laws, rev. 2007~~

~~Guide to Effective Meetings, rev. 2007~~

~~Maximizing School Board Leadership: Boardsmanship, 1996~~

ATTORNEY GENERAL PUBLICATIONS

~~The Brown Act: Open Meetings for Legislative Bodies, California Attorney General's Office, rev. 2003~~

CALIFORNIA CITY ATTORNEY PUBLICATIONS

~~Open and Public III: A User's Guide to the Ralph M. Brown Act, 2000~~

WEB SITES

~~CSBA, Agenda Online: <http://www.csba.org/Services/Services/Government Technology>~~

~~California Attorney General's Office: <http://www.caag.state.ca.us>~~

CSBA Revisions

(10/97-11/02)-3/08

Fullerton School District

Board Bylaw

Meeting Conduct

BB 9323

Bylaws of the Board

Board Adopted: November 25, 1997

Board Revised:

Meeting Procedures

All Fullerton School District Board of Trustees meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance with the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

Rosenberg's Rules of Order shall govern guide the parliamentary procedure when procedures are questioned.

The Board President shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned by no later than **9:00 p.m.** ~~10:30 p.m.~~ unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date.

Quorum and Abstentions

A majority of the number of filled positions on the Board constitutes a quorum.

Unless otherwise provided by law, an affirmative vote by a majority of all membership of the Board is required to approve any action under consideration, regardless of the number of members present.

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code [35164](#))

~~The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, his/her abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.~~

Public Participation

Members of the public are encouraged to attend Board meetings and may address the Board concerning any item on the agenda or within the Board's jurisdiction. Persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting. ~~All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.~~

In order to conduct District business in an orderly and efficient manner, the Board ~~requests~~ requires that public presentations to the Board comply with the following procedures:

~~1. Prior to the start of the meeting, persons wishing to speak will, on forms provided, indicate their name, city, and item on which they intend to speak.~~

1. The Board shall give members of the public an opportunity to address the Board ~~either before or during the Board's consideration of the items of business to be discussed at regular or special meetings~~ on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. **Persons wishing to address the Board are requested to complete and submit a "Request to Speak" slip to the secretary.** The Board ~~President shall control debate as to repetitive or irrelevant remarks so that all have an opportunity to speak before others speak for a second time. No person shall speak more than twice during the same meeting on the same question or issue, not shall any one person speak longer than three minutes on a topic without leave of the Board.~~ (Education Code [35145.5](#), Government Code [54954.3](#))

~~When a group wishes to address the Board on the same subject, the President may request that a spokesperson be chosen to speak for the group so as to avoid unnecessary repetition.~~

2. ~~At a place~~ **At a time so** designated on the agenda **at a regular meeting**, members of the public may bring before the Board, ~~at a regular meeting,~~ matters that are not listed on the agenda that are within the jurisdiction of the Board. The Board ~~may refer such a matter to the Superintendent/designee or take it under advisement, but shall not take~~ **no action or discussion on any item not appearing on the posted agenda**, except as authorized by law. (Education Code [35145.5](#), Government Code [54954.2](#))

3. Without taking action, Board members or District staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board or staff member may ask a question for clarification, make a brief announcement, or make a brief report on his/her own activities. (Government Code [54954.2](#))

Furthermore, the Board may **respond to the public by referring the comment/question to the Superintendent for a response**, ~~provide a reference to staff or other resources for factual information,~~ **or by asking the Superintendent** ~~staff~~ to report back to the Board concerning ~~the any~~ matter.

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. **However**, if the Board determines that the item has been substantially changed since the committee heard ~~it~~ **the item**, the Board shall provide an opportunity for the public to speak. (Government Code [54954.3](#))

5. A person wishing to be heard by the Board shall first be recognized by the President and shall then proceed to comment. Individual speakers shall be allowed three minutes to address the Board on each agenda or nonagenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the posted agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of the Board meeting agenda. With Board consent, the President may increase or decrease the time allowed for public presentation, **depending on the topic and the number of persons wishing to be heard.** ~~If there has been a prior speaker addressing the same viewpoint, the speaker shall address new information pertaining to the subject.~~ **The President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.**

6. The Board President, ~~in consultation with the Superintendent,~~ may rule on the appropriateness of a topic. If the topic would be more suitably addressed at a later time, the President may indicate the time and place when it should be presented.

The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code [54954.3](#)) When a complaint is expressed regarding an employee, the Board President shall also will encourage the complainant to file a complaint using the follow the District's complaint procedure.

~~Whenever a member of the public initiates specific complaints or charges against an employee, the Board President shall inform the complainant that in order to protect the employee's right to adequate notice before a hearing of such complaints and charges, and also to preserve the ability of the Board to legally consider the complaints or charges in any subsequent evaluation of the employee, it is the policy of the Board to hear such complaints or charges in closed session unless otherwise requested by the employee pursuant to Government Code [54957](#).~~

~~The District has an established procedure for considering complaints regarding individual employees. Members of the public are urged to avail themselves of the procedure so that their concerns can be addressed fully and dealt with fairly. If any person, including members of the Board, school administrators, and members of the public, requests an opportunity to present complaints to the Board about a specific employee, he or she shall first notify the Superintendent or Board President. Notice will be given to the person against whom the complaints are directed. If the complaint is not resolved satisfactorily at the administrative level, the matter will be scheduled for a Closed Session meeting of the Board. The employee complained against must be given at least 24 hours written notice of the opportunity to request that such complaints be heard in Open Session of the Board, or to be present in Closed Session if the Board so agrees. (Government Code [54957](#))~~

7. The Board President shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group shall be grounds for the chair President to terminate the privilege of addressing the Board.

The Board may remove disruptive individuals and order the room cleared if necessary. **When such disruptive conduct occurs, the Superintendent or designee may contact local law enforcement.** In this case, members of the media not participating in the disturbance shall be allowed to remain, and individual(s) not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code [54957.9](#))

~~8. The District has an established procedure for considering complaints regarding individual employees. Members of the public are urged to avail themselves of the procedure so that their concerns can be addressed fully and dealt with fairly. If any person, including members of the Board, school administrators, and members of the public, requests an opportunity to present complaints to the Board about a specific employee, he or she shall first notify the Superintendent or Board President. Notice will be given to the person against whom the complaints are directed. If the complaint is not resolved satisfactorily at the administrative level, the matter will be scheduled for a Closed Session meeting of the Board. The employee complained against must be given at least 24 hours written notice of the opportunity to request that such complaints be heard in Open Session of the Board, or to be present in Closed Session if the Board so agrees.~~

~~9. The procedures are not designed to restrict public criticism of policies, procedures, programs or services of the District, or the acts or omissions of the Board. To the extent that the law permits members of the public to insist that their criticism of or charges against identified employees be heard during the Open Session portions of the board meeting, it shall (except in exceptional circumstances) be the practice of this Board to listen without comment. Moreover, it shall (except in exceptional circumstances) be the practice of this Board to take no action with regard to complaints or charges~~

~~unless they have been handled through the steps of the District's complaint procedure and, if review by the Board is requested, heard by the Board in Closed Session.~~

Recording by the Public

The Superintendent or designee shall designate locations from which members of the public may broadcast, photograph, or tape record open meetings without causing a distraction.

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code [54953.5](#), [54953.6](#))

Legal Reference:

EDUCATION CODE

- [5095](#) Powers of remaining board members and new appointees
- [32210](#) Willful disturbance of public school or meeting a misdemeanor
- [35010](#) Prescription and enforcement of rules
- [35145.5](#) Agenda; public participation; regulations
- [35163](#) Official actions, minutes and journal
- [35164](#) Vote requirements
- [35165](#) Effect of vacancies upon majority and unanimous votes by seven-member board

GOVERNMENT CODE

- [54953.5](#) Audio or video tape recording of proceedings
- [54953.6](#) Broadcasting of proceedings
- [54954.2](#) Agenda; posting; action on other matters
- [54954.3](#) Opportunity for public to address legislative body; regulations
- [54957](#) Closed sessions
- [54957.9](#) Disorderly conduct of general public during meeting; clearing of room

PENAL CODE

- [403](#) Disruption of assembly or meeting

COURT DECISIONS

- ~~McMahon v. Albany Unified School District, (2002) 104 Cal.App.4th 1275~~
- ~~Rubin v. City of Burbank, (2002) 101 Cal.App.4th 1194~~
- ~~Baca v. Moreno Valley Unified School District, (1996) 936 F.Supp. 719~~

ATTORNEY GENERAL OPINIONS

- ~~76 Ops.Cal.Atty.Gen. 281 (1993)~~
- ~~66 Ops.Cal.Atty.Gen. 336 (1983)~~
- ~~63 Ops.Cal.Atty.Gen. 215 (1980)~~
- ~~61 Ops.Cal.Atty.Gen. 243, 253 (1978)~~
- ~~55 Ops.Cal.Atty.Gen. 26 (1972)~~
- ~~59 Ops.Cal.Atty.Gen. 532 (1976)~~

Management Resources:

CSBA PUBLICATIONS

- ~~The Brown Act: School Boards and Open Meeting Laws, rev. 2005~~
- ~~Board Presidents' Handbook, rev. 2002~~
- ~~Maximizing School Board Governance: Boardsmanship~~

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, 2003

WEB SITES

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

California Attorney General's Office: <http://www.caag.state.ca.us>

CSBA Revisions

(2/97-10/97)-11/06

DISCUSSION/ACTION ITEM

DATE: February 7, 2012

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Sam Ricchio, Assistant Director, Technology & Media Services

SUBJECT: **APPROVE FIVE-YEAR CONTRACT WITH TIME WARNER CABLE TO PROVIDE A 45MBPS FIBER OPTIC CIRCUIT TO EACH SCHOOL SITE AND A 1GBPS FIBER OPTIC CIRCUIT TO THE FULLERTON SCHOOL DISTRICT OFFICE EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2017**

Background: Fullerton School District contracts with AT&T for connectivity between the District Office and all school sites. The current connection is via T1 circuits, an older, slow speed technology. The T1 circuit requires special equipment at both ends that the District currently maintains. Sixteen sites have a single T1 circuit that provides a balanced 1.5Mbps speed and is shared by all staff and students. These data connections are running at capacity most of the day and do not meet the District's bandwidth needs, leading to lower usage of laptops, mobile devices, and online content.

Rationale: The Fullerton School District Office needs to maintain quality Internet connectivity. This will support teaching and learning with high-speed access to utilize educational content, mobile devices, and information from PowerSchool and DataDirector. We will be able to better serve our students by fully utilizing online resources. We currently subscribe to Discovery Streaming, Haiku Learning, and Explore Learning Gizmos all of which cannot be fully used due to slow connections. Additionally, other Web 2.0 applications such as Voice Thread, Dragon Dictation, and Glogster will be used more effectively to support oral language fluency and English Language Arts skills.

In order to move Fullerton School District forward in its vision to provide 21st Century learning opportunities for all students, this contract needs to be approved and signed within the eRate window in order to stay within federal and State compliance.

Funding: The estimated monthly cost, less the e-Rate and CTF discounts, is \$3,500.00.

Recommendation: Approve Five-Year Contract with Time Warner Cable to provide a 45Mbps fiber optic circuit to each school site and a 1Gbps fiber optic circuit to the Fullerton School District Office effective July 1, 2012 through June 30, 2017.

JM:SR:sg
Attachment

AGREEMENT

THIS AGREEMENT, dated the 26TH day of JANUARY, 2012, in the County of Orange, State of California, is by and between the Fullerton School District, 1401 West Valencia Drive, Fullerton, California 92833, (hereinafter referred to as "DISTRICT"), and Time Warner Cable, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. The complete contract includes all of the RFP 2011/2012.01 documents, including the Specifications, this Agreement, and all modifications, addenda and amendments thereto, by this reference incorporated herein. The RFP documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the complete contract and required for RFP 2011/2012.01. All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with RFP: 2011/2012.01 and all provisions of the complete contract as herein above defined. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation. The CONTRACTOR shall be responsible for any loss or damage to CONTRACTOR'S machinery, apparatus and nonexpendable items of equipment and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the DISTRICT unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of RFP 2011/2012.01, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with RFP 2011/2012.01 documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with RFP 2011/2012.01 documents.
3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in RFP 2011/2012.01 documents, the sum of \$18,905 monthly for 60 month term before applicable E-rate and CTF discounts. All fees shall be inclusive of all expenses, supplies, materials, equipment, constructions costs, permits, labor required to perform the services identified in this Agreement. CONTRACTOR shall upon the completion of each month's services submit to DISTRICT an invoice in triplicate. Payment shall be made to CONTRACTOR within thirty (30) days after receipt of a fully supported and detailed invoice.
4. The CONTRACTOR will commence providing telecommunication services under this Agreement on July 1, 2012 and will diligently, properly and in full compliance perform as required and complete the performance of services until June 30, 2017, unless extended by DISTRICT. Time is of the essence in performance of this Agreement. If the CONTRACTOR at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the CONTRACTOR to properly perform under this Agreement, then the CONTRACTOR shall immediately notify

the District in writing. CONTRACTOR agrees that such noncompliance may result in termination of this Agreement.

5. In the event said CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the services or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of ten (10) calendar days after receipt of written demand from DISTRICT to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute said services and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said ten (10) calendar days, fails to continue to do so, then the DISTRICT may continue the services contemplated by this Agreement or any portion thereon, by letting the unfinished portion of said services, to another contractor. In any event, the procuring of the completion of said services, or the portion thereof, by another contractor shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due CONTRACTOR from the DISTRICT or the CONTRACTOR shall pay the DISTRICT the amount of said charge, or the portion thereof unsatisfied.

6. The CONTRACTOR shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the service required of it under the terms of this Agreement. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the District and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement. CONTRACTOR shall assume the full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR'S employees.

7. The CONTRACTOR is prohibited from subcontracting this Agreement or services unless such subcontracting is agreed to in writing by DISTRICT and executed in the same manner as this Agreement. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any party and shall be void.

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

(a) Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR upon or in connection with the services called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose

due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its governing board, officers, employees or agents, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its governing board, officers, employees or agents in any action, suit or other proceedings as a result thereof.

9. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Joe Leonardi, whose title is VP Sales, is authorized to act for and bind the corporation.

10. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

11. The complete contract as set forth in Paragraph 1 of this Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

CONTRACTOR:

FULLERTON SCHOOL DISTRICT

BY: JR [Signature]
Authorized Signature

BY: _____
Authorized Signature

JR LEONARDI
Print Name

Print Name

UP SALES
Title

Title

20-2298446
Federal Tax ID Number

DATE: 1/26/12

EXCEPTION CHART
for
Fullerton School District
Request for Proposal #2011/2012.01
(High Speed Wide Area Network)

This Exception Chart is a necessary component of Time Warner Cable’s (“Contractor’s”) response to Fullerton School District’s (“District’s”) Request for Proposal #2011/2012.01 for High Speed Wide Area Network (the “RFP”), including the proposed agreement attached thereto (collectively with the RFP, the “Agreement”). To the extent that any provision in the Agreement conflicts with the provisions set forth in this Exception Chart, are more broad than the provisions set forth in this Exception Chart, or would impose additional obligation or liability beyond the provisions set forth in this Exception Chart, then the provisions set forth in this Exception Chart shall control, govern, and replace such conflicting provisions.

Item	Page	Section	EXCEPTION
1	Pgs. 1-2	Sections I and II (re: E-Rate)	<p>With respect to all references in the RFP to E-Rate funding from the USAC/SLD, the following is clarified:</p> <p>SLD Funding Condition Commencement of Contractor work may start prior to July 1 if installation needs to take place in order for services to commence on July 1, subject to E-Rate program terms and conditions related to installation costs for Priority 1 services (see http://www.usac.org/sl/applicants/step06/priority-1-components-timeline-installation.aspx). Contractor reserves the right to modify the scope of or terminate the Agreement based on the funding level approved by the SLD and will notify District of any changes in writing. District shall appropriately identify all ineligible equipment and services and comply with E-rate rules and procedures regarding cost allocation and subtraction of the value of ineligible equipment and services on the Form 471.</p> <p>Use of E-Rate Funds To the extent that District uses federal “<u>E-Rate</u>” Program “<u>Discount</u>” funds to pay any portion of the Service Charges, District will file all applicable forms and certifications by required deadlines and otherwise make every effort to accurately complete forms and comply with all E-Rate rules, regulations, and procedures, including but not limited to technology plan and Children’s Internet Protection Act (CIPA) requirements. District shall collaborate with Contractor in writing the Form 471 Item 21 Attachment and shall allow Contractor to review the Form 471 prior to filing it with USAC. District shall provide Contractor with a copy of the filed Form 471 and Item 21 Attachment. During the PIA review, District shall respond to any and all questions and requests for information in a complete and timely manner so as not to delay the funding commitment decision or risk being denied funding. District shall file Form 486 in a timely manner following receipt of the Funding Commitment Decision Letter and delivery of service by Contractor, and if applicable, the Form 472 (BEAR), but in no circumstances after E-Rate program filing deadlines. To the extent that funding of the amount of E-Rate Discounts necessary to fulfill the terms of this Agreement is reduced, denied, eliminated, or otherwise not available from the SLD, District shall promptly notify Contractor of the SLD’s determination. If the entire requested discount amount is denied or if the approved discount amount is less than the amount needed to pay Contractor in full in accordance with this Agreement due to the SLD’s determination that District or its consultants failed to comply with E-Rate rules and regulations, District shall use its best efforts to reinstate all applicable discount amounts or find another source of funds to ensure that Contractor receives the total contracted service charges. In such event, this Agreement shall remain in full force and effect and District shall be liable for all contracted service charges. Contractor shall continue to provide the Services, but may, in its sole discretion, reduce or modify the contracted Services provided to District to account for the discrepancy in E-Rate funding. To the extent that denial or reduction of funding is due to the SLD’s determination that Contractor failed to</p>

Item	Page	Section	EXCEPTION
			<p>comply with E-Rate rules and regulations, Contractor will make every effort to restore the discount amounts through appeal procedures. In such event, this Agreement shall remain in full force and effect and District shall continue to pay Contractor for its portion of the Service Charges that would have been due without the Discount, plus applicable taxes and fees. Contractor shall continue to provide the Services, but will consult with District to reduce or modify the contracted Services provided to District to account for the decreased amount being paid for the Services. Special construction costs shall not be amortized as part of the MRC. To the extent that the E-Rate rule regarding Amortization of Capital Investment Costs applies to any work performed by Contractor pursuant to this Agreement, District shall agree to a construction/installation schedule that conforms to the prorated cost schedule required by the rule (i.e., if the total upfront or nonrecurring cost is \$500,000 or more, the total charge must be prorated evenly over a period of at least three years and applicants may not seek to recover more than one third of the total charges in any one funding year). In no event will Contractor construct or install equipment or make any capital investment in a year prior to when the rule allows District to apply for funding for the charges associated with such equipment or investment; provided, however, if the District requires that installation is to occur in a time frame shorter than what is called for by the proper application of the amortization rule, District shall be liable for payment of the total charges associated with the installation, construction and provision of services not otherwise funded as a result. If in any year Contractor performs work to which the amortization rule applies and District fails to apply for funding to recover the associated portion of the total charges, or if the SLD denies or reduces the required amount of funding for that year's portion of the total charges due to District's failure to comply with E-Rate rules and regulations, District shall be liable for payment for the total charges associated with the work performed in that year.</p> <p>NTP before E-Rate Funding and Rebates Contractor reserves the right to reduce the scope and contract award if SLD funding is reduced, and/or if the SLD funds are issued after July 1 of the applicable funding year. If District pays Contractor in full for services rendered after District issues the NTP but before the SLD issues a funding decision, Contractor agrees to either reimburse District for payment of the approved discount amount or to credit District on future bills for the approved discount amount. However, District shall acknowledge that this procedure may result in the SLD asking for proof that District paid its required share.</p>
2	Pg. 4	Section III (2)(e) (re: Bandwidth)	Contractor is willing to increase bandwidth/speed through the term of the Agreement, subject to payment of Contractor's then-current prices for such increases, and provided that the Contractor's existing infrastructure will support such increase (i.e. additional capital expense is not required).
3	Pg. 10	Section 17 (re: Proposed Agreement)	Contractor will enter into the Agreement, subject to the exceptions/clarifications noted in this chart.
4	Pg. 14	Section 2 (re: Liability)	<p>With respect to all references in the RFP to Contractor liability or penalties:</p> <p>Limitation of Liability IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, OR TO AN END USER OR ANY THIRD PARTY, FOR ANY INCIDENTAL, LIQUIDATED, PER DIEM, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE AGREEMENT, REGARDLESS OF WHETHER SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONTRACTOR'S AGGREGATE LIABILITY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE FEES PAID OR OWED BY DISTRICT IN THE SIX (6) MONTHS</p>

Item	Page	Section	EXCEPTION
			PRECEDING THE DATE THE CLAIM ARISES.
5	Pg. 14	Section 4 (re: Time is of the essence)	Time is of the essence, subject to any applicable cure period.
6	Pg. 15	Section 5 (re: Liability)	See Item #4 above.
7	Pg. 15	Section 8 (re: Indemnity)	Indemnification Contractor agrees to defend, indemnify and hold harmless District, its agencies, and their respective officers, directors and employees, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to bodily injury or tangible property damage caused by the gross negligence or willful misconduct of Contractor or its employees or agents.
8	n/a	n/a	Provision to be added to Agreement: Disclaimer of Warranty DISTRICT ASSUMES RESPONSIBILITY FOR USE OF THE SERVICE AND USES THE SAME AT ITS OWN RISK. CONTRACTOR EXERCISES NO CONTROL OVER THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND CONTRACTOR EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. EXCEPT AS OTHERWISE SET FORTH IN ANY APPLICABLE SERVICE LEVEL AGREEMENT, THE SERVICE AND CONTRACTOR EQUIPMENT ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

This Time Warner Cable Business Class Service Agreement (“**Service Agreement**”) in addition to the Time Warner Cable Business Class Terms and Conditions (“**Terms and Conditions**”) and any Time Warner Cable Business Class Service Orders (each, a “**Service Order**”), constitute the “**Master Agreement**” by and between customer identified below (“**Customer**”) and Time Warner Cable (“**TWC or Operator**”) and is effective as of the date last signed below.

Time Warner Cable Information Contract # 20812FSD

Time Warner Cable

Street: 17777 Center Court Drive, Ste 800
City: Cerritos
State: CA
Zip Code: 90703

Contact: Dave Morris
Phone: (562) 677-0470
Cell Phone: (562) 324-7543
Fax: (704) 414-9343

Customer Information

Customer Name (Exact Legal Name): Fullerton School District	Account Number	Federal Tax ID 95-6001405
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Billing Address:
1401 Valencia Dr, Fullerton, CA 92833

Billing Contact Name: Becky Silva	Phone (714) 447-7742	Email Becky_silva@fsd.k12.ca.us
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Authorized Contact Mitch Hovey	Phone (714) 447-7405	Email Mitch_hovey@fsd.k12.ca.us
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Agreement

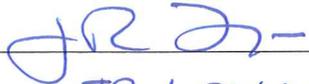
THIS SERVICE AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO. SUCH TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY THIS REFERENCE. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Electronic Signature Disclosure

Authorized Signature for Time Warner Cable

Authorized Signature for Customer

By: 
Name (printed): JR LEONARD
Title: VP SALES
Date: 2/2/2012

By: _____
Name (printed): _____
Title: _____
Date: _____

Service Category	Monthly Recurring Charges	Non-Recurring Charges	Initial Order Term
Dedicated Fiber Metro Ethernet Data Network (as outlined in Service Order Information above)	\$18,905.00	\$0.00	60 Months
*Gross Total	\$18,905.00	\$0.00	60 Months
Less E-Rate Discount 63%	(\$11,910.15)	\$0.00	60 Months
Less CTF Discount 50%	(\$3,497.42)	\$0.00	60 Months
*Net Total	\$3,497.43	\$0.00	60 Months

Special Terms

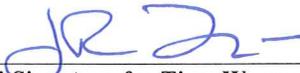
The services, products, prices and terms identified on this Service Order constitute Time Warner Cable's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Time Warner Cable reserves the right to rescind this offer at any time, at its sole discretion.

The Agreement shall be renewable for successive terms unless at least thirty (30) days prior to the expiration of the then- current term, either party notifies the other party of such party's intent not to renew this Agreement. Agreement term and corresponding monthly billing will commence on actual service installation date. Agreement locks in rate for the Time Warner Cable Business Class services for term of contract. Cable television and Work-at-home services are subject to annual price change.

Time Warner Cable will perform on-site school construction work after school hours. District will be able to review & approve Fiber path into school buildings.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.



Authorized Signature for Time Warner Cable

Printed Name and Title
 JR LEONARDI / UP SALES

Date Signed
 2/2/2012

Authorized Signature for Customer

Printed Name and Title

Date Signed

Business Class Customer Service Order

Account Executive: Dave Morris
 Phone: (562) 677-0470
 Cell Phone: (562) 324-7543
 Fax: (704) 414-9343
 Email: david.morris3@twcable.com

Customer Information		
Business Name Fullerton School District		Customer Type: Education / Public School District
Federal Tax ID 95-6001405	Tax Exempt Status	Tax Exempt Certificate #
Billing Address 1401 Valencia Dr, Fullerton, CA 92833		Account Number
Billing Contact Becky Silva, Asst Director Business Services	Billing Contact Phone (714) 447-7742	Billing Contact Email Address Becky_silva@fsd.k12.ca.us
Authorized Contact Mitch Hovey, Superintendent	Authorized Contact Phone (714) 447-7405	Authorized Contact Email Address Mitch_hovey@fsd.k12.ca.us
Technical Contact Sam Ricchio, Asst Director Technology and Media	Technical Contact Phone (714) 447-7483	Technical Contact Email Address Sam_ricchio@fsd.k12.ca.us

PRI Trunk Service Order Information					
Current LEC	Current IXC	LEC BTN(S)	E-911 Location 1	E-911 Location 2	E-911 Location 3
(n/a)	(n/a)	(n/a)	(n/a)	(n/a)	(n/a)

Dedicated Internet, Metro Ethernet, and Private Line Service Order Information				
Site Name	Address Location	Location Type	Service Description/Bandwidth (List all Services per Location)	Customer Requested Due Date
District Office	1401 W Valencia Dr	Hubsite	Aggregate Bandwidth Hubsite	July 1, 2012
Acacia Elementary	1200 N Acacia Ave	Spoke	45Mbps x 45Mbps Metro Ethernet	July 1, 2012
Beechwood School	780 Beechwood Ave	Spoke	45Mbps x 45Mbps Metro Ethernet	July 1, 2012
Commonwealth Elem	2200 E Commonwealth Ave	Spoke	45Mbps x 45Mbps Metro Ethernet	July 1, 2012
Fern Drive Elementary	1400 W Fern Dr	Spoke	45Mbps x 45Mbps Metro Ethernet	July 1, 2012
Fisler School	1350 Starbuck St	Spoke	45Mbps x 45Mbps Metro Ethernet	July 1, 2012
Golden Hill Elementary	732 Barris Dr	Spoke	45Mbps x 45Mbps Metro Ethernet	July 1, 2012
Hermosa Drive	400 E Hermosa Dr	Spoke	45Mbps x 45Mbps Metro Ethernet	July 1, 2012
Ladera Vista Jr. High	1700 E Wilshire Ave	Spoke	45Mbps x 45Mbps Metro Ethernet	July 1, 2012
Laguna Road	300 Laguna Rd	Spoke	45Mbps x 45Mbps Metro Ethernet	July 1, 2012
Maple Elementary	244 E Valencia Dr	Spoke	45Mbps x 45Mbps Metro Ethernet	July 1, 2012
Nicolas Jr. High	1100 W Olive Ave	Spoke	45Mbps x 45Mbps Metro Ethernet	July 1, 2012
Orangethorpe Elem	1400 S Brookhurst Rd	Spoke	45Mbps x 45Mbps Metro Ethernet	July 1, 2012
Parks Jr. High	1710 W Rosecrans Ave	Spoke	45Mbps x 45Mbps Metro Ethernet	July 1, 2012
Raymond Elementary	517 N Raymond Ave	Spoke	45Mbps x 45Mbps Metro Ethernet	July 1, 2012
Richman Elementary	700 S Richman Ave	Spoke	45Mbps x 45Mbps Metro Ethernet	July 1, 2012
Rolling Hills Elem	1460 E Rolling Hills Dr	Spoke	45Mbps x 45Mbps Metro Ethernet	July 1, 2012
Sunset Lane Elem	2030 Sunset Ln	Spoke	45Mbps x 45Mbps Metro Ethernet	July 1, 2012
Valencia Park Elem	3441 W Valencia Dr	Spoke	45Mbps x 45Mbps Metro Ethernet	July 1, 2012
Woodcrest Elementary	455 W Baker Ave	Spoke	45Mbps x 45Mbps Metro Ethernet	July 1, 2012

**Time Warner Cable Business Class
Terms and Conditions**

1.0 AGREEMENT.

These Time Warner Cable Business Class Terms and Conditions ("**Terms and Conditions**"), and any Time Warner Business Class Service Orders (as described in Section 2.2 below) are hereby incorporated into the Time Warner Cable Business Class National Service Agreement or the Time Warner Cable Business Class Service Agreement, as the case may be, ("**Service Agreement**") and constitute the "**Master Agreement**" by and between Customer and TWC (collectively, the "**Parties**" or each individually a "**Party**") for the services specified on Service Orders ("**Services**"). The attachments to these Terms and Conditions ("**Attachments**") further describe TWC's services and are hereby incorporated by reference. The Attachments may set forth additional terms and conditions for the applicable Service. "**TWC**" means the Time Warner Cable Inc.-affiliated entity that is providing the Services.

2.0 SERVICES AND SERVICE ORDERS.

2.1 Subject to the terms and conditions of the Master Agreement (including, without limitation, Customer's compliance with its obligations set forth in Section 5), TWC shall provide Customer with the Services in accordance with any Service Order entered into by the Parties. Customer understands and agrees that certain Services may not be available in all TWC service areas and that TWC, upon entering into a Service Order with Customer may, at its own discretion, utilize one or more of its affiliates or third parties to deliver the Services ("**Third Party Services**"). The Third Party Services may be subject to additional terms and conditions. Unless otherwise set forth, TWC shall use commercially reasonable efforts to provide the Services seven (7) days a week, twenty four (24) hours a day, excluding scheduled maintenance, required repair and events beyond TWC's reasonable control.

2.2 Customer shall request Services hereunder by issuing to TWC one or more proposed service and/or work order(s) (in the form provided or approved by TWC) or via a mutually agreed electronic order entry system. Upon TWC's acceptance of a proposed service and/or work order(s), such proposed service and/or work order(s), shall be deemed a "**Service Order**" hereunder and shall be deemed incorporated into the Master Agreement. A proposed service and/or work order shall be deemed accepted upon the earlier of (a) TWC's acceptance of such proposed service and/or work order in writing; or (b) TWC's commencement of delivery of the Service(s) set forth in such proposed service and/or work order.

3.0 SERVICE & EQUIPMENT INSTALLATION.

Customer shall obtain and maintain, or ensure that each Customer employee or branch office to whom the Services will be provided, or who shall use the Service (each, an "**End User**"), shall obtain and maintain throughout the Term, such consents (including without limitation landlord and land owner consents) as are necessary to timely permit, and shall timely permit, TWC personnel to install, deliver, operate and maintain the Services and TWC Equipment (as defined in Section 4 below) at Customer's and any Customer End User's facilities. Customer shall permit TWC reasonable access to the Customer and any End User facilities at any time as needed to install, configure, upgrade, maintain or remove the TWC Equipment and other Service components collocated at Customer's or an End User's facilities. Customer shall make and maintain throughout the Term all reasonable site preparations necessary to permit the installation, maintenance and operation of the Service and any TWC Equipment as specified by TWC and that is required to provide the Services hereunder. In addition, Customer will provide TWC with floor space, rack space, other space and clean power as is reasonably necessary for the installation and operation of TWC Equipment at the Customer locations identified in a Service Order. Customer shall not charge TWC, and shall ensure that TWC does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this Section 3; and any such fees or expenses charged by a Customer End User shall be borne solely by Customer. Provided that Customer properly performs all necessary site preparation and provides TWC with all required consents, TWC shall use commercially reasonable efforts to install the Service in accordance with the requested Service start date indicated on a Service Order. TWC shall provide Customer with a completion notice ("**Completion Notice**") upon completion of the installation of a Service. In the event that TWC is unable to install the Service in accordance with the agreed upon schedule as a result of (i) Customer's (or its End User's) failure to deliver any required materials, support or information to TWC; or (ii) TWC not being able to obtain access to equipment or software at the installation location as necessary for installation of the Service, then Customer shall pay TWC the standard installation fee as identified on the applicable Attachment hereto for any installation trip made by TWC and an additional installation fee for each subsequent trip necessitated to perform the Service installation. Interconnection of the Services and TWC Equipment with Customer's or an End User's equipment will be performed by Customer unless otherwise agreed in writing between the Parties. With respect to any Services for which Customer will seek any discounts under the E-Rate Program administered by the Schools and Libraries Division of the Universal Administrative Company (USAC) or the California Teleconnect Fund (collectively, the "**Discounts**"), Customer acknowledges that TWC will not begin installation of any TWC Equipment or otherwise incur costs to provide such Services under a Service Order unless and until Customer notifies TWC that either (i) Customer has received confirmation of applicable Discounts or (ii) Customer elects to pay the Gross Monthly Service Charges set forth on the Service Order in full.

4.0 SUPPORT & MAINTENANCE.

TWC shall use commercially reasonable efforts to maintain the TWC-provided and installed equipment, including as applicable, any cabling, cable modems, related splitters, routers or other items, (collectively, "**TWC Equipment**") on TWC's side of the demarcation points used by TWC to provide the Service. Notwithstanding any contrary provision set forth in the Master Agreement, equipment

and services on Customer's side of the demarcation points, as well as any other Customer-provided equipment, are the responsibility of Customer. TWC shall provide a telephone number and email address for inquiries and remote problem support for the Service. All such Customer support shall be provided only to Customer's designated personnel, as mutually agreed upon by TWC and Customer. Customer is responsible for all communications and interfaces with its End Users. In no event shall TWC be responsible for providing support for any network, equipment or software not provided and installed by TWC or for issues or problems beyond its control. Notwithstanding anything to the contrary in the foregoing, TWC shall use commercially reasonable efforts to restore any cable cuts on the TWC network and shall keep Customer reasonably advised of such restoration progress. Customer agrees to provide routine operational Service support for TWC Equipment and Service components collocated at Customer's or an End User's facility, including without limitation by performing reboots, as requested by TWC.

5.0 CUSTOMER OBLIGATIONS.

5.1 Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations and the terms of the Master Agreement. Customer agrees not to resell or redistribute (whether for a fee or otherwise) the Service, or any portion thereof, or make any use of the Service other than for Customer's internal business purposes, unless otherwise agreed in writing by TWC. Customer shall ensure that its End Users' use of the Service, if any, shall comply with all applicable laws and regulations and terms of the Master Agreement and any applicable Terms of Use (which are incorporated herein by this reference). "**Terms of Use**" means all applicable Service policies, including without limitation acceptable use policies, and other terms and conditions established by TWC and available on the TWC web site, www.twcbc.com/legal, as may be modified from time to time by TWC, in its sole discretion. TWC may audit Customer's use of the Service remotely or otherwise, to ensure Customer's compliance with the Master Agreement.

5.2 Customer shall ensure that all TWC Equipment at Customer's and Customer's End Users' facilities remains free and clear of all liens and encumbrances and Customer shall be responsible for loss or damage to the TWC Equipment while at Customer's or an End User's facilities. As between the Parties, Customer is solely responsible for: (a) all use (whether or not authorized) of the Service by Customer, an End User or any person or entity, which use shall be deemed Customer's use for purposes of this Agreement; (b) all content that is viewed, stored or transmitted via the Service; and (c) all third party charges incurred for merchandise and services accessed via the Service, if any. Customer agrees to conform its equipment and software, and to ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by TWC.

6.0 TERM.

The Master Agreement shall commence on the date of the last signature on the Service Agreement (the "**Effective Date**") and shall remain in effect for the term specified in the Service Agreement, or if no term is specified, until the expiration or termination of all Service Orders (the "**Term**"). The term for the applicable Service shall be set forth in the Service Order ("**Initial Order Term**") and shall remain in effect until expiration as set forth in the Service Order. Unless otherwise specified in the Service Agreement, if the Customer continues to receive Services after the expiration of the Initial Order Term, the Services shall renew on a month to month basis on the same terms and conditions ("**Renewal Order Term**", collectively with Initial Order Term, "**Order Term**"). The fees for the Renewal Order Term shall be as set forth in Section 7.

7.0 PAYMENT.

For each Service, Customer agrees to pay TWC all recurring and non-recurring charges, fees and taxes, (which may include Service installation and activation charges, measured and usage-based charges, local, long distance, directory assistance and operator services calling charges, and equipment and facilities charges) (collectively the "**Service Charges**") as set forth on the Service Order in accordance with the following payment terms: Service Charges will be billed to Customer on a monthly basis, and are payable within thirty (30) days after the date appearing on the invoice. If Customer and any Services purchased under this Master Agreement are eligible for Discounts, then as a courtesy to Customer, TWC will submit invoices to Customer net of Discounts and bill the balance to the government agencies administering the Discounts, all as set forth on the applicable Service Order. Customer shall apply for all applicable Discounts for each year of the Term and provide to TWC satisfactory evidence of the continuation of each Discount for such years. If TWC does not receive such confirmation, then TWC shall have the right to bill the Gross Monthly Service Charges for the applicable Services to Customer. TWC will not defer any charges while Customer awaits reimbursement, subsidy, discount or credit from any third party or government entity, and Customer shall have the obligation to pay all charges regardless of the status of any such reimbursement, subsidy, discount or credit. TWC shall have the right to increase Service Charges for each Service after the initial Order Term for such Service upon thirty (30) days written notice to Customer. TWC may charge a standard late fee for any amounts which are not paid when due, which amount shall not exceed one percent of the monthly Service Charges or the highest rate chargeable by law. Customer shall also be responsible for all costs of collection (including reasonable attorneys' fees) to collect overdue amounts. If TWC fails to present a charge in a timely manner, such failure shall not constitute a waiver of the charges for the fees to which it relates and Customer shall pay such invoice in accordance with these payment terms.

8.0 TAXES.

8.1 Customer shall pay all federal, state, and local taxes, government fees, charges, surcharges or similar exactions imposed on the Services and/or products that are the subject of the Master Agreement including but not limited to state and local sales and use taxes, telecommunications taxes, federal and state universal service fund fees and/or state and local regulatory fees to the extent applicable. TWC shall have the right to recover from Customer the amount of any state or local fees, charges or taxes arising as

a result of this Agreement that are imposed on TWC or TWC's services, or measured on TWC's receipts. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice. TWC shall be responsible for and shall pay all taxes measured by TWC's net income. To the extent that a dispute arises as to which Party is liable for fees or taxes under the Master Agreement, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon TWC's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on TWC's net income. Customer shall be responsible for providing TWC any and all documentation substantiating a claim for exemption from taxes or fees prior to the date that Services are first provided under the Master Agreement. To the extent such documentation is held invalid for any reason, Customer agrees to reimburse TWC for any tax or fee liability including without limitation related interest and penalties arising from such invalid documentation.

8.2 Customer acknowledges that currently, and from time to time, there is uncertainty about the regulatory classification of some of the Services TWC provides and, consequently, uncertainty about what fees, taxes and surcharges are due from TWC and/or its customers. Customer agrees that TWC has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding TWC's collection or remittance of such fees, taxes and surcharges. Customer understands that it may obtain a list of the fees, taxes and surcharges that TWC currently collects or passes through by writing to TWC at the following address and requesting same: Time Warner Cable, 7800 Crescent Executive Drive, Charlotte, North Carolina, 28217; Attention: Subscriber Tax Inquiries.

9.0 PROPRIETARY RIGHTS AND CONFIDENTIALITY.

9.1 TWC's Proprietary Rights. All materials including, but not limited to, any TWC Equipment (including related firmware), software, data and information provided by TWC, any identifiers or passwords used to access the Service or otherwise provided by TWC, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by TWC to provide the Service (collectively "TWC Materials") shall remain the sole and exclusive property of TWC or its suppliers. Customer shall acquire no interest in the TWC Materials by virtue of the payments provided for herein. Customer may use the TWC Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the TWC Materials, in whole or in part, or use them for the benefit of any third party. All rights in the TWC Materials not expressly granted to Customer herein are reserved to TWC. Customer shall not open, alter, misuse, tamper with or remove the TWC Equipment as and where installed by TWC, and shall not remove any markings or labels from the TWC Equipment indicating TWC (or its suppliers) ownership or serial numbers.

9.2 Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the TWC Materials and any other information and materials provided by TWC in connection with this Agreement, that are identified or marked as confidential or are otherwise reasonably understood to be confidential, including but not limited to the content of this Agreement.

9.3 Software. If software is provided to Customer hereunder, TWC grants Customer a limited, non-exclusive and non-transferable license to use such software, in object code form only, solely for the purpose of using the Service for Customer's internal business purposes during the Term.

10.0 MONITORING, EQUIPMENT UPGRADES AND MODIFICATIONS.

TWC has the right, but not the obligation, to upgrade, modify and enhance the TWC Equipment (including related firmware) and the Service and take any action that TWC deems appropriate to protect the Service and its facilities. TWC has the right to add to, modify or delete any provision of the Terms of Use. TWC will notify Customer of any material adverse change to the Terms of Use or Service descriptions by posting such modified Terms and Conditions (including the Terms of Use) or Service description on the TWC web site or by email, or, if applicable, in the appropriate TWC tariff. Upon the effectiveness of any addition, modification or deletion, Customer's continued use of the Services shall constitute Customer's consent to such addition, modification or deletion, and agreement to continue to be bound by the Master Agreement. In any event, if TWC modifies the Services or the Terms of Use and such modification has a material adverse impact on Customer's ability to use the Service, Customer may, within the thirty (30) day period following the date of such modification, terminate, without penalty, that portion of the Service Order relating to the affected Service.

11.0 TERMINATION.

Either Party may terminate a Service Order; (a) upon thirty (30) days written notice of the other Party's material breach, provided that such material breach is not cured within such thirty (30) day period; or (b) immediately, in the event that the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debtors, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange. In addition, in the event that Customer fails to comply with any applicable laws or regulations, the terms of the Master Agreement or the Terms of Use, TWC may upon thirty (30) days written notice suspend or discontinue any applicable Service in whole or in part without further notice, provided that such failure is not cured within such thirty (30) day period. In addition, TWC may immediately terminate or suspend Customer's or its End User's use of the Service if such use is determined by TWC, in its sole discretion, to be resulting in a material degradation of the TWC network, until such time as such degradation has been remedied. TWC will use

commercially reasonable efforts to assist Customer in remedying such degradation. In the event of a suspension, TWC may require the payment of reconnect or other charges before restarting the suspended Service. Upon the termination or expiration of the Master Agreement and the Service Order(s) hereunder: (i) TWC's obligations hereunder shall cease; (ii) Customer shall promptly pay all amounts due and owing to TWC for Service delivered prior to the date of termination or expiration, and any deinstallation fees identified in the Service Order(s), if any; (iii) Customer shall promptly cease all use of any software provided by TWC hereunder, and shall return such software to TWC; and (iv) Customer shall return to TWC or permit TWC to remove, in TWC's discretion, the TWC Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing TWC for the reasonable and documented costs of the repair or replacement, at TWC's discretion, of any TWC Equipment not returned in accordance with this Section 11. In addition, notwithstanding anything to the contrary herein, upon early termination of a Service Order by Customer for any reason other than as set forth in Section 11(a) or 11(b) above or by TWC for any reason set forth in Section 11(a) or 11(b) above, Customer shall promptly pay TWC the full amount of the Service Charges that Customer would have been charged for the remainder of the Initial Term or the then-current renewal term. Notwithstanding the foregoing, Customer or TWC may immediately terminate the applicable Service Order without penalty if after entering into such Service Order, TWC conducts a site survey and learns that the construction costs will require a material increase in the Service Charges. The foregoing shall be in addition to any other rights and remedies that TWC may have under the Master Agreement or at law or equity.

Notwithstanding the foregoing, if, after the initial award of a Discount and TWC has provisioned a Service, any Discount for a subsequent year is reduced, eliminated, or otherwise not available, then Customer shall promptly notify TWC in writing that it, or the end user school district, is no longer eligible to receive the Discount and that such ineligibility did not result from any act or failure by Customer or the school districts using the Services. This Master Agreement shall remain in full force and effect and Customer shall continue to pay TWC an amount equal to the Service Charges, plus applicable taxes and fees, less an amount equivalent to the Discount. TWC shall continue to provide the Services, but may, in its sole discretion, reduce the bandwidth provided to the Customer, or the end user school district, to account for the decreased amount being paid for the Services. Customer shall, and shall cause the school districts to, use their best efforts to reinstate all applicable Discounts or find another source of funds to ensure that TWC receives the total Service Charges anticipated for the applicable Initial Order Term.

12.0 INDEMNIFICATION.

Customer agrees to defend, indemnify and hold harmless TWC, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to: (a) the use of the Service, including but not limited to a breach of Section 5 herein; (b) personal injury or property damage caused by the negligence or willful misconduct of Customer or its employees or agents; (c) any fees, fines or penalties incurred by TWC as a result of Customer's violation of the 10% Rule as set forth in Attachment D; or (d) breach of the terms governing any use of music services provided as part of the Service.

13.0 DISCLAIMER OF WARRANTY.

CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND USES THE SAME AT ITS OWN RISK. TWC EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND TWC EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THE MASTER AGREEMENT, THE SERVICE, TWC EQUIPMENT AND TWC MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY TWC, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. TWC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATE OR INFORMATION OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE MASTER AGREEMENT, TWC DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY TWC WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR AN END USER'S COMPUTER SYSTEM OR EQUIPMENT (INCLUDING NETWORK EQUIPMENT) OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR THAT RESULTS FROM, CUSTOMER'S OR ITS END USERS' USE OF THE SERVICE INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S OR END USERS' SENDING OR RECEIVING, OR UPLOADING OR DOWNLOADING, OR ATTEMPTS TO DO SAME, OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TWC'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS AGREEMENT AND TWC DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

14.0 LIMITATION OF LIABILITY.

IN NO EVENT SHALL TWC BE LIABLE TO CUSTOMER, AN END USER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT, REGARDLESS OF WHETHER TWC HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TWC'S AGGREGATE LIABILITY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY)) SHALL BE LIMITED TO THE FEES PAID OR OWED BY CUSTOMER UNDER THE SERVICE ORDER THAT IS THE SUBJECT MATTER OF THE CLAIM IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL TWC'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER HEREUNDER. TWC SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES OR SERVICES.

15.0 DISCLOSURE OF CUSTOMER INFORMATION.

Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act (the "**Telecommunications Act**"), the Federal Cable Communications Act (the "**Cable Act**"), the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in Attachment B (Voice Services), the Subscriber Privacy Notice, and, if applicable, in TWC's tariff, which are incorporated herein by reference. The Subscriber Privacy Notice is available at www.twcbc.com/legal. In addition to the foregoing, Customer hereby acknowledges and agrees that TWC may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers ("**ARIN**") or any similar agency, or in accordance with TWC's Subscriber Privacy Notice or, if applicable, tariff. In addition, TWC shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

16.0 FORCE MAJEURE.

Notwithstanding anything to the contrary contained herein, a Party shall have no liability to the other hereunder due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, natural disaster, regulation or governmental acts, fire, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Service, in whole or in part (each a "**Force Majeure Event**"). Notwithstanding anything to the contrary herein, Customer may terminate the affected Service Order(s) in its entirety and without penalty if a Force Majeure Event continues for more than ten (10) consecutive days and prevents TWC from delivering the Service under such Service Order(s).

17.0 REGULATORY AND LEGAL CHANGES, POLE ATTACHMENT AND CONDUIT CHARGES, TARIFFS.

In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of TWC's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by TWC in providing the Service, Customer acknowledges and agrees that TWC may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase, provided TWC notifies Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the fees or charges due by Customer hereunder for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without incurring termination liability, provided Customer notifies TWC at least fifteen (15) days in advance of Customer's requested termination date. Further, in the event that TWC is required to file tariffs or rate schedules with a regulatory agency or otherwise publish its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, and TWC is required under applicable law to apply those rates to Customer's purchase of Service under the Master Agreement, then the terms set forth in the applicable tariff or rate schedule shall govern TWC's delivery of, and Customer's use or consumption of the Service. In addition, if TWC determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then TWC may terminate the Master Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior written notice or any such notice as is required by law or regulation applicable to such determination.

17.1 The Master Agreement, its Attachments and the Service Order(s) are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which TWC provides the Services. If any provision of the Master Agreement, the Attachments, or the Service Order(s) contravene or are in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Master Agreement, the Attachments, and/or the Service Order(s). If the relevant law or regulation applies to some but not all of the Service(s) being provided hereunder, then such law or regulation will take priority over the relevant provision of the Master Agreement, the Attachments, and the Service Order(s) only for purposes of those Service(s) to which the law or regulation applies. Except as explicitly stated in the Master Agreement, nothing contained in the Master Agreement shall constitute a waiver by TWC of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance or removal of the Services, facilities or equipment.

18.0 ENTIRE AGREEMENT.

The Master Agreement, including without limitation all attachments that are attached hereto and incorporated herein by this reference, sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the Parties with respect to such subject matter.

19.0 ORDER OF PRECEDENCE.

Each Service shall be provisioned pursuant to the terms and conditions of the Master Agreement. In the event that TWC permits a Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of any Service Agreement or Service Order are inconsistent with the terms of these Terms and Conditions, the terms of the Service Agreement then the terms of the Service Order shall control.

20.0 COMPLIANCE WITH LAWS.

As between the Parties, TWC will obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to TWC's operation and provision of the Services as contemplated herein, and Customer will obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated herein. Unless specified otherwise in the Master Agreement, each Party will give all notices, pay all fees and comply with all laws, ordinances, rules and regulations relating to its performance obligations specified herein.

21.0 ARBITRATION.

EXCEPT FOR CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT SHALL BE BROUGHT IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK AND SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THE MASTER AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THE MASTER AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.

22.0 MISCELLANEOUS.

The interpretation, validity and enforcement of the Master Agreement, and all legal actions brought under or in connection with the subject matter of the Master Agreement, shall be governed by the law of the State of California. In the event that any portion of the Master Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties set forth herein and the remainder of the Master Agreement shall remain in full force and effect. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Customer may not assign the Master Agreement without the prior written consent of TWC, and any assignment in violation of this Section shall be null and void. TWC may assign its rights and obligations under the Master Agreement including, without limitation, in whole or in part, to any affiliate without the prior written approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of TWC herein may accrue to, or be fulfilled by, any affiliate, as well as by TWC and/or its subcontractors. Customer may not issue a press release, public announcement or other public statements regarding the Master Agreement without TWC's prior written consent. Excluding any third party claims, claims under the Master Agreement must be initiated not later than two (2) years after the claim arose. There are no third party beneficiaries to the Master Agreement. The Parties to the Master Agreement are independent contractors. Any notice under the Master Agreement shall be given in writing and shall be deemed to have been given when actually received by the other Party. Notices shall be delivered to Customer and TWC at the respective addresses set forth above, or to such other address as is provided by one Party to the other in writing. Notices to TWC shall include a cc to: Time Warner Cable Inc., 60 Columbus Circle, New York, New York, 10023, Attn: General Counsel, Fax: (212) 364-8254. The provisions of sections 7, 8, 9, 11, 12, 13, 14, 15, 17.1, 18, 19, 21 and 22 and the Attachments shall survive the termination or expiration of the Master Agreement. The Master Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Attachment A

Business Class Data Transport Services: Ethernet Solutions ("Ethernet Service")

Ethernet: If Customer selects to receive the Ethernet Service, TWC shall provide Customer with a dedicated circuit connection between Customer's data network and the TWC facility identified on a Service Order. The Ethernet Services shall be limited to the capacity set forth on a Service Order.

Customer's use of Ethernet Service is subject to the following additional terms and conditions:

TWC's provision of Ethernet Services is subject to availability.

TWC shall have the right to disconnect (or demand the immediate disconnection of) any such Ethernet Service that degrades any service provided to other subscribers on the TWC network.

Customer shall not transmit or otherwise make available on or via the Ethernet Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

TWC shall have the right, but not the obligation, to (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by TWC) as TWC deems appropriate to efficiently manage its network. In the event that any TWC audit reveals that Customer's usage of a Service exceeds Customer's rights hereunder, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.

Each tier or level of a Data Transport Service has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally will not be sustained on a consistent basis. The throughput rate experienced by Customer at any time will vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, Internet and TWC network congestion, time of day and the accessed servers, among other factors.

Customer represents and warrants that Customer's use of Ethernet Services shall be such that the Ethernet Service shall be deemed jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "10% Rule" (47 C.F. R. 36.154, 4 FCC Red. 1352), and shall notify TWC in the event of breach or threatened breach of the foregoing. If, as a result of Customer's use of Ethernet Services, the Ethernet Services are deemed not to be jurisdictionally interstate pursuant to the 10% Rule, then Customer will be liable for any resulting fees, fines, penalties and costs incurred by TWC. In addition, if TWC determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that TWC's provision of the Ethernet Services is likely to put TWC's franchises, licenses, permits or business at risk, or otherwise cause regulatory problems for TWC, then TWC may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides TWC with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) TWC is otherwise brought into full compliance with any applicable laws and regulations.