

**ORANGE UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION • REGULAR MEETING  
DISTRICT EDUCATION CENTER , BLDG. H  
1401 NORTH HANDY STREET • ORANGE, CA**

**THURSDAY • MARCH 23, 2006  
6:30 P.M. • CLOSED SESSION  
7:30 P.M. • REGULAR SESSION**

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*Members of the audience are invited to address the Board of Education on agenda items when the Board considers them. Speakers are limited to three (3) minutes, with a maximum of twenty (20) minutes per topic. Persons wishing to address the Board are requested to complete and submit a blue speaker card, available on the information table, before the meeting begins.*

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**A G E N D A**

*(Full copies of the agenda are available online at [www.orangeusd.k12.ca.us/board/calendar.asp](http://www.orangeusd.k12.ca.us/board/calendar.asp))*

1. CALL MEETING TO ORDER - 6:30 P.M.
2. ESTABLISH QUORUM
3. PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS
4. ADJOURN TO CLOSED SESSION
  - A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE  
Government Code 54957
  - B. CONFERENCE WITH LABOR NEGOTIATORS  
Government Code 54957.6  
Agency Negotiators: Ed Kisse; Jamie Brown; Spencer Covert, Parker & Covert LLP  
Employee Organizations: a) Orange Unified Education Association  
b) California School Employees Association

5. CALL TO ORDER - REGULAR SESSION - 7:30 P.M.  
*Please turn off pagers and cell phones during the meeting.*

**Mission Statement:** *The Orange Unified School District, being committed to planning for continual improvement, will offer a learning environment of excellence, with high expectations, to provide each student with the opportunity to be able to compete in the global economy.*

6. PLEDGE OF ALLEGIANCE
7. REPORT OF CLOSED SESSION DECISIONS AS REQUIRED BY THE BROWN ACT
8. ADOPTION OF AGENDA

**9. ANNOUNCEMENTS AND ACKNOWLEDGMENTS**

- A. Superintendent's Report ..... 1
- B. Board President's Report ..... 1
- C. Board Recognition of Students, Staff, and Community ..... 1
- D. State of the School Report - Erin Hong, Canyon High School ..... 1
- E. Board Proclamation: School Bus Driver's Day - April 25, 2006 ..... 2-3

**10. APPROVAL OF MINUTES**

February 23, 2006 (Regular Meeting)

**11. COMMUNICATIONS TO THE BOARD**

*Members of the audience may address the Board of Education on items not on the agenda at this time. Speaking time is limited to three (3) minutes per speaker with a maximum of twenty (20) minutes per topic. Persons wishing to address the Board should complete and submit a blue speaker card, available on the information table, prior to the meeting. In accordance with Government Code Section 54954.3, matters not on the agenda may not be acted on or discussed by the Board, but will be researched and responded to in any one of the following ways: 1) by telephone after research; 2) by mail after research; **or** 3) at a subsequent Board meeting as an agenda item.*

**12. ACTION ITEMS**

- A. Joint Use Agreement between the City of Orange and the District for Fred Kelly Stadium ..... 4-18
- B. Resolution No. 42-05-06 Supporting \$100 Million for a New Art and Music Block Grant to  
Be Included in the 2006/07 State of California Enacted Budget ..... 19-20
- C. Resolution No. 43-05-06 Supporting Senate Bill No. 1266 - Peralta - Declining  
Enrollment, Charter Schools ..... 21-22
- D. Orange Unified School District Legislative Coalition - 2006 Platform, Second Reading ..... 23-25
- E. Tentative Agreement between Orange Unified School District and California School Employees  
Association, Chapter #67, for Successor Agreement Negotiations and AB 1200 Information . 26-33
- F. Salary Adjustment for Leadership Employees ..... 34-35

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*Consent items are acted upon by one motion. However, any such item can be considered separately at a Board member's request, in which case it will be acted upon following approval of the Consent Items.*

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- E. Acceptance of Completed Contract(s) and Filing of Notice(s) of Completion ..... 45
- F. Bid No. 577: Award of Unit Price Contract - Electrical, Low Voltage, Date, Related Wiring  
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**15. COMMUNICATIONS TO THE BOARD**

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**16. OTHER BUSINESS**

Board/Staff Conference and Comments

**17. ADJOURNMENT****18. CALENDAR OF 2006 BOARD MEETINGS**

January 5, 2006	June 8, 2006
January 19, 2006	June 22, 2006
February 9, 2006	July 20, 2006
February 23, 2006	August 24, 2006
March 9, 2006	September 14, 2006
March 23, 2006	September 28, 2006
April 20, 2006	October 12, 2006
May 4, 2006	October 26, 2006
May 25, 2006	November 16, 2006
	December 7, 2006

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ANNOUNCEMENTS  
AND  
ACKNOWLEDGMENTS

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TOPIC:	<b>ANNOUNCEMENTS &amp; ACKNOWLEDGMENTS</b>
DESCRIPTION:	<b>9.A. Superintendent's Report</b>
	<b>9.B. Board President's Report</b>
	<b>9.C. Board Member Recognition of Students, Staff, and Community</b>
	<b>9.D. State of the School Report</b> <i>Erin Hong, Canyon High School</i>

TOPIC:	<b>BOARD PROCLAMATION: SCHOOL BUS DRIVER'S DAY - APRIL 25, 2006</b>
DESCRIPTION:	<p>Each year the fourth Tuesday of April is designated as School Bus Driver's Day by the State of California to officially recognize school bus drivers for their services to our school children.</p> <p>Orange Unified School District is pleased to participate in this observance and welcomes the opportunity to officially recognize and commend the District's school bus drivers for their continued excellent service to our students.</p>
FISCAL IMPACT:	This item has no fiscal impact.
RECOMMENDATION:	It is recommended that the Board of Education officially proclaim April 25, 2006, as School Bus Driver's Day in Orange Unified School District. It is further recommended that the Board encourage students, parents, staff, and community members to participate in events and activities to honor our school bus drivers.

**ORANGE UNIFIED SCHOOL DISTRICT**  
**Board of Education**

***PROCLAMATION***

***“School Bus Driver’s Day”***  
**April 25, 2006**

**WHEREAS**, each year on the fourth Tuesday in April, the people of California officially recognize school bus drivers for their continued and excellent service to the youth of the state, and these drivers are deserving of special public recognition and the highest commendation; and

**WHEREAS**, the safety of our children rest in the hands of trained school bus drivers each school day; and

**WHEREAS**, personal time and energy are expended by school bus drivers in obtaining training, maintaining current licensing, perfecting skills, and keeping abreast of current school bus laws through continuing education on course work; and

**WHEREAS**, school bus drivers are trained, through counseling and disciplinary techniques, to encourage appropriate student interaction with peers and adults; and

**WHEREAS**, school bus drivers exhibit patience and kindness towards students, parents, and school staff; and

**WHEREAS**, school bus drivers consistently demonstrate an awareness of and direct attention to the mechanical maintenance of the school bus and safety conditions of school bus routes; and

**WHEREAS**, many school bus drivers accumulate thousands of accident-free miles year after year;

**NOW, THEREFORE**, the Board of Education proclaims April 25, 2006 as “School Bus Driver’s Day” in the Orange Unified School District to recognize the contributions of more than 90 school bus drivers and commend them for their dedicated service to the students in the Orange Unified School District.

\_\_\_\_\_  
Kimberlee Nichols, President

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Rick Ledesma, Vice President

\_\_\_\_\_  
Wes Poutsma, Clerk

\_\_\_\_\_  
Kathryn A. Moffat, Member

\_\_\_\_\_  
John H. Ortega, Member

\_\_\_\_\_  
Steve Rocco, Member

\_\_\_\_\_  
Melissa Smith, Member



Date: March 23, 2006

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# ACTION ITEMS

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**TOPIC: JOINT USE AGREEMENT BETWEEN THE CITY OF ORANGE AND THE DISTRICT FOR FRED KELLY STADIUM – FIRST READING**

**DESCRIPTION:** The City of Orange and the District have worked cooperatively to develop a Joint Use Agreement for Fred Kelly Stadium. The initial term of the Agreement will begin on the effective date and continue to June 30, 2007, unless terminated sooner or extended as provided in the Agreement.

The Agreement is a joint effort between the City of Orange and the District to provide access to recreational facilities for the community, especially youth-oriented sports organizations. The Agreement also provides for the annual multi-day Third of July Event staged by the City of Orange.

The Agreement is designed to protect the community investment in Fred Kelly Stadium while at the same time keeping the operating costs for non-profit youth-oriented sports organizations to a minimum. City personnel and representatives of the non-profit youth-oriented sports organizations will be trained to provide supervision for events at the Stadium.

**FISCAL IMPACT:** The District will be reimbursed for direct operating costs associated with the use of Fred Kelly Stadium

**RECOMMENDATION:** It is recommended that the Board of Education approve the Joint Use Agreement with the City of Orange for Fred Kelly Stadium for a first reading.

## **JOINT USE AGREEMENT**

### **Section 1. PARTIES AND DATE.**

This Joint Use Agreement (the "Agreement") is dated for identification purposes as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006 and is entered into by and between the City of Orange, California, a municipal corporation and general law city organized under the law of the State of California, hereinafter referred to as "City," and the Orange Unified School District, a school district organized and existing under the laws of the State of California, hereinafter referred to as "District", (sometimes together hereinafter referred to as "Parties"), with respect to the following:

### **Section 2. RECITALS.**

2.1 District owns and operates the Fred Kelly Stadium located at 3120 E. Spring Street, Orange, CA 92869, as more specifically depicted on the site map attached hereto as Exhibit "A" (the "Stadium").

2.2 The Stadium consists of recreational facilities, including a running track (the "Track") and a sports field (the "Field"), and support facilities, including parking lots, restrooms, sitting stands and concession stands (collectively herein, the "Support Facilities" and together with the Stadium, Track, and Field, the "Recreational Facilities").

2.3 District and City are authorized to jointly exercise any common powers pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California (Sections 6500 et seq.);

2.4 Education Code Sections 10900 et seq. authorize the governing bodies of District and City to enter into agreements for the construction and maintenance of recreational facilities and the operation of programs of community recreation; and

2.5 It is in the best interest of the residents of the City of Orange that District and City provide for the joint use of recreational facilities at the Stadium for school and community recreational purposes.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and City hereby agree as follows:

### **Section 3. TERMS.**

**3.1 Effective Date.** The "Effective Date" of this Agreement shall be the date upon which the latter of City and District, by official action of its governing board, approves and executes this Agreement.

**3.2 Term.** The initial term of this Agreement (the "Initial Term") shall commence on the Effective Date (the "Commencement Date"), and shall continue until June 30, 2007, unless sooner terminated or extended as provided for hereinafter. Upon the Effective Date of this Agreement, all prior agreements between the Parties regarding the Recreational Facilities shall be deemed terminated without any further action or liability by each party, except to the extent such responsibility or liability shall occur prior to the termination of such agreements. On July 1<sup>st</sup> of each year commencing on July 1, 2007, the term of this Agreement shall automatically be extended for a one-year period (each an "Extension Term", and together with the Initial Term, shall be referred to herein as the "Term"). Either party shall have the right at any time to avoid the automatic extension provision. In order to exercise such right, the City or the District shall provide written notice thereof to the other not later than January 1, 2007 to avoid the first Extension Term or by not later than January 1<sup>st</sup> of each Extension Term. Upon such notice, there shall be no further extension of this Agreement and the term shall expire in the case of the issuance of such notice during the Initial Term on June 30, 2007 or in the case of the issuance of such notice during an Extension Term on June 30th of the year through which this Agreement has been automatically renewed.

### **3.3 Exclusive Use; Limitations.**

A. Except for each Third of July Event, the District shall have the sole and exclusive use of the Recreational Facilities during regular public school hours each day, including summer school, and at such other times as the Recreational Facilities may be needed or are not being used by City or its agents.

1. Subject to the schedule of use to be established pursuant to Section 3.4 below, at all other times, (example: 3-10 p.m. on weekdays, all day on non-school days, Saturdays and Sundays) City shall be entitled to use the Recreational Facilities for non-profit youth-oriented sports for which no admission fee is charged and for its annual multi-day Third of July fireworks display and associated entertainment (the "Third of July Event"), as previously approved by District in writing, staged by City in the Stadium on or about July 3<sup>rd</sup> of each year during the Term of this Agreement. Use of the Recreational Facilities for the Third of July Event shall include time to set-up and break-down any temporary facilities for use during the Third of July Event.

2. Restroom facilities and other Recreational Facilities shall be available for community use upon the prior written agreement of the Parties. City shall be issued a key for those Support Facilities to be used as part of the City's

scheduled use of the Recreational Facilities. City shall not use the Recreational Facilities for any other purpose or purposes without the prior written consent of District.

B. City shall be responsible for ensuring that all persons or organizations using the Recreational Facilities during City's authorized use times abide by and complete the Use of Facilities Requirements form attached hereto and incorporated at Exhibit "B."

C. City's use of the Recreational Facilities may include the Stadium's scoreboard and/or message board, but not the controller for the scoreboard and message board. If City intends to use the scoreboard and/or message board, City shall purchase and utilize its own Fairplay Model MP69 scoreboard controller and/or Fairplay Model MCDFB80 message board controller. City shall also be responsible for providing its own standard microphone and ten (10) foot cable should the City desire to use the Stadium sound system.

D. To the extent the City desires to use the Recreational Facilities for soccer practices and/or games, it will be the responsibility of the City to provide and maintain in good condition all necessary goal nets and corner flags.

E. In the case of each Third of July Event, the City shall submit to the District not less than sixty (60) days prior to such event a written plan for staging such event ("Staging Plan"). Each Staging Plan shall include such information as requested by the District, including but not limited to:

- (i) the date of the event;
- (ii) a detailed description of the event;
- (iii) a detailed description of services, materials and facilities to be provided in the Stadium and surrounding areas for the event (including the Party responsible for the provision or arrangement of such services, materials and facilities) for each of the following:
  - (a) law enforcement;
  - (b) fire;
  - (c) health;
  - (d) traffic control;
  - (e) crowd control;
  - (f) security;

- (g) equipment;
- (h) custodial services and facility maintenance; and
- (i) any other matters necessary or convenient for the staging of the event.

Each Staging Plan is subject to the approval of the District. Within fifteen (15) days of receipt of a Staging Plan, the District shall notify the City in writing whether such Staging Plan has been approved. If a Staging Plan is not approved, the District shall request from the City such additional information or detail, or such changes to the Staging Plan as are necessary or desirable to the staging of the Third of July Event and the City shall submit, in a prompt, timely and expeditious manner, a revised Staging Plan for review by the District. A Staging Plan shall not be deemed approved until such plan is approved in writing by the District.

During the staging by the City of the Third of July Event, the City, at the sole cost and expense of the City, shall have full responsibility to provide or arrange for the provision of sufficient crowd control and security services in the Stadium and adjacent areas, as well as any and all other services necessary or convenient for the staging of such event (including law enforcement, fire, health or other public safety personnel), except as otherwise agreed in writing with or otherwise required by the District.

### **3.4 Schedule of Use.**

A. Subject to subparagraph “1” of this Section 3.4 pertaining to the use of the Track, District shall have first priority for use of the Recreational Facilities for school events and events scheduled under the Civic Center Act commencing at Education Code Section 38130. City may be permitted to use the applicable Recreational Facilities on available weekends and during non-school hours when the Recreational Facilities have not been otherwise reserved by or with District. District shall be responsible for administering and approving the schedule of use for the Recreational Facilities, which shall be prepared according to the following:

1. District will allow open access to the Track for community use prior to 9:00 a.m. on days District personnel are on site. For mornings when District personnel are not on site (*i.e.*, on holidays, weekends and when District personnel assigned to the Track are on vacation or ill) and the City arranges with the District in advance to allow open access to the Track, the City may provide supervision or reimburse District for supervision costs. Supervision during times of open access of the Track (whether provided for by the City or the District) shall be provided by at least one (1) person at the discretion of the Party conducting the supervision. If the City provides supervision during such times, it will use City personnel who have been given District training.

2. For the period from January 1, 2007 through June 30, 2007 and for each subsequent period from January 1st through June 30<sup>th</sup> during the Term of this Agreement, District shall submit its schedule for use of the Recreational Facilities to City no later than November 1st and City shall submit its proposed schedule to District no later than December 1st for those dates and times which are not included in the District's schedule. The District shall have until December 15<sup>th</sup> of each year to review and approve the City's proposed schedule. Should the District determine, in its sole discretion, that a proposed use of the Recreational Facilities fails to comply with the terms of this Agreement, the District shall notify City of its objection and the Parties shall cooperate in efforts to develop and obtain approval of a mutually acceptable alternative schedule. The City's schedule shall not be deemed approved and the City shall not be entitled to use the Recreational Facilities for the period in question until such schedule is approved by the District.

3. For the period from July 1, 2006 through December 31, 2006 and for each subsequent period from July 1st through December 31st during the Term of this Agreement, District shall submit its schedule for use of the Recreational Facilities to City no later than May 1<sup>st</sup> and City shall submit its proposed schedule to District no later than June 1st for those dates and times which are not included in the District's schedule. The District shall have until June 15<sup>th</sup> of each year to review and approve the City's proposed schedule. Should the District determine, in its sole discretion, that a proposed use of the Recreational Facilities fails to comply with the terms of this Agreement, the District shall notify City of its objection and the Parties shall cooperate in efforts to develop and obtain approval of a mutually acceptable alternative schedule. The City's schedule shall not be deemed approved and the City shall not be entitled to use the Recreational Facilities for the period in question until such schedule is approved by the District.

B. District shall be the absolute decision-maker for the final schedule of use of the Recreational Facilities.

C. If, after District has finalized the schedule for the use of the Recreational Facilities, District determines that it needs to use the Recreational Facilities on a date and at a time that the City is scheduled to use same, District shall deliver to City not less than fourteen (14) days' advance notice of its determination. Such determination and such use by District shall have priority over any previously scheduled and approved City event or use of the Recreational Facilities.

D. If after a semi-annual schedule has been finalized and approved as provided in paragraph "A" above, City may request in writing that modifications be made to its scheduled use of the Recreational Facilities. Any such request shall be evaluated and determined by District based upon the priorities listed in paragraph "A" and any existing agreements that may be adversely affected by the requested change. District shall promptly notify City in writing whether its requested

change is denied or approved. Subject to paragraph "C", above, in the event District desires to modify its schedule for use of the Recreational Facilities, and provided that any such change does not conflict or interfere with the pre-approved schedule for the City's use of the Recreational Facilities, District shall notify City of such change. In the event of any change to an approved schedule for use of the Recreational Facilities, District shall provide City with the revised schedule.

E. If District determines that the Recreational Facilities, in whole or in part, must be closed due to work on adjacent property or for repair, renovation or maintenance, District shall give City not less than ten (10) days advance written notice prior to the closure, unless District determines that an emergency condition exists. In the event of an emergency, District shall have the right to immediately close the affected Recreational Facilities. In the case of an emergency, District agrees to make a good faith effort to give City notice of the closure within twenty-four (24) hours of learning of the emergency condition necessitating the closure of the affected Recreational Facilities. Upon completion of the work on the adjacent property or the repair, renovation or maintenance of the affected Recreational Facilities, District shall give City notice that the affected Recreational Facilities are available for use.

### **3.5 Fees.**

A. In consideration for the right to use the Recreational Facilities for non-profit youth recreational activities, City shall pay to District the appropriate fee determined in accordance with the schedule of fees attached hereto as Exhibit "C". Fees payable to the District for the City's use of the Recreational Facilities for each Third of July Event shall be determined and mutually agreed upon as part of the Staging Plan for each such event.

B. On a monthly basis, the District shall submit an itemized invoice for the actual use of the Recreational Facilities by or on behalf of the City for the preceding month. The City shall pay District within thirty (30) days following the receipt of each such invoice the total amount reflected on such invoice. Each such invoice from the District shall itemize those portions of the Recreational Facilities used by or on behalf of the City during the preceding month, along with the dates and times of such use and corresponding use fee consistent with this Section 3.5. All payments by the City under this Section 3.5 shall be delivered to the attention of the Accounting Department, or such other individual or department as may be designated by the District, at the address for the District set forth in Section 3.14 below.

### **3.6 Additional Recreational Improvements.**

A. City, at its sole cost and expense, may construct recreational improvements to the Stadium or other Recreational Facilities upon the prior written approval of District. Any such improvements shall be subject to District approval of

plans, specifications, size and location of such recreational improvements, subject to the approval of the Division of the State Architect ("DSA") and in compliance with the California Environmental Quality Act ("CEQA") conditions, when required by law. Upon the construction of the recreational improvements, such improvements and the then current Recreational Facilities shall constitute the Recreational Facilities which shall be subject to all the terms and conditions of this Agreement. Title to any such recreational improvements shall pass to District.

B. For all recreational improvements installed or constructed by City, City shall obtain the approval of the DSA, if required, and shall act as the lead agency to comply with all the requirements under CEQA.

C. Unless otherwise specified in this Agreement, District shall not be called upon to make any alterations, additions, improvements, or repairs in and upon the Recreational Facilities.

### **3.7 Operational Expenses.**

A. During the term of this Agreement, District shall maintain or cause to be maintained the Recreational Facilities in good order, condition and repair and shall pay for all public utility services used on the Recreational Facilities. City shall reimburse District for District's direct costs for electricity use and restroom use during the times City and/or its authorized users use the Recreational Facilities. Payment for such costs shall be as provided in Section 3.5 herein.

B. During the term of this Agreement, when City uses the Recreational Facilities, City shall be responsible for opening and locking the applicable facilities, including restrooms.

**3.8 Acceptance of Recreational Facilities.** City has inspected and accepts the Recreational Facilities in their present condition.

**3.9 Supervision.** The City intends to utilize its own personnel, together with representatives of the non-profit youth-oriented sports organizations using the Recreational Facilities through permission given by the City, to provide supervision whenever such organizations use the Recreational Facilities, in which event the City shall not be responsible for paying the District the personnel costs set forth in the schedule of fees attached hereto as Exhibit "C". The City agrees to arrange with the District, and the District agrees to provide, for the training of any City personnel engaged in supervision at the Recreational Facilities. The City agrees to abide by the "Use of Facilities Requirements" attached to this Agreement as Exhibit "B" and to ensure that its personnel and other representatives abide by said requirements in connection with the use of the Recreational Facilities.



To the extent that the City desires to have District personnel provide supervision of the non-profit youth-oriented sports organizations using the Recreational Facilities by permission from the City and the District so provides such personnel, the City shall compensate District therefor in accordance with the schedule of fees attached hereto as Exhibit "C". Such supervision (whether provided for by the City or the District) shall consist of a minimum of two (2) persons for every fifty (50) people using the Recreational Facilities and one (1) person for every additional twenty-five (25) people using the facilities. If the City arranges for supervision using its own personnel and representatives, at least one person shall be an employee of the City who has been trained by the District. The City shall ensure that any other City personnel or representatives of the non-profit youth-oriented sports organizations involved with supervision at the Recreational Facilities shall be trained by the City employee responsible for overseeing the supervision of the Recreational Facilities.

**3.10 Damage and Repair.** City shall give written notice to District of any damage to the Recreational Facilities within seventy-two (72) hours of the discovery of such damage. For all such reports of damage and/or repair, City shall telephone the District's Maintenance Department at (714) 997-6378 and District's Use of Facilities Department at (714) 628-4233. City shall pay to District for District to replace or repair any damage done to the Recreational Facilities while under City's control that is a direct result of the use of the Recreational Facilities by City or the community during City's scheduled use times, other than normal wear.

**3.11 Insurance.**

A. City agrees to either self-insure for at least the minimum liability coverage set forth below or maintain comprehensive general liability insurance either through an insurance carrier licensed to do business in the State of California or a joint powers insurance authority with the amount of said insurance required to be at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. City agrees to name District as additional insured on the applicable insurance policy and to provide thirty (30) days prior written notice to District if it proposes to change, or modify the aforementioned insurance coverage which will result in a decrease in the scope or the amount of such coverage.

B. City shall ensure that all persons or organizations desiring to use the Recreational Facilities, as part of their community recreational programs, shall have in effect at the time of such use, the above-referenced general liability insurance coverage.

**3.12 Indemnification.** City and District each agree to mutually indemnify and hold each other harmless from and against all claims, causes of action, demands, losses and liability for injury to any person or damage to any property to which the other may be subjected to the extent that the same are the result of an error, omission

or negligent act of the other, its officers or employees, or any other agent acting pursuant to its control and performing under this Agreement.

Each party agrees to defend, indemnify and hold harmless the other party, their elected officials, agents, officers and employees, from all costs, damages, liability and claims caused by or arising out of or related to that party's negligence or willful misconduct. To the extent that more than one party is determined to have been negligent, the Parties agree that each party shall bear its own portion or percentage of liability and to indemnify and hold harmless the other party from that share.

**3.13 Assignment and Sublease.** This Agreement or any interest of City herein shall not at any time after the date hereof, without the prior written consent of District, be assigned or transferred by City. City shall at all times remain liable for the performance of the covenants and conditions to be performed pursuant to this Agreement, notwithstanding any assignment or transfer which may be made.

**3.14 Notices.** Except as otherwise provided in Section 3.5, all notices, statements, demands, requests, consents, approvals, authorizations, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

City: City of Orange  
300 East Chapman Avenue  
Orange, CA 912866  
Attn: Director of Community Services

District: Orange Unified School District  
1401 North Handy Street  
Orange, CA 92856  
Attn: Assistant Superintendent,  
Business Services

Either party may change its address or contact person by giving notice to the other party.

### **3.15 Default and Termination.**

A. Should either party default in the performance of or breach any covenant, condition, or restriction of this Agreement herein provided to be kept or performed by such party, and should such default or breach continue uncured for a period of ten (10) days from and after written notice thereof, either party may, at its option, terminate this Agreement by giving the other party written notice thereof.

B. Upon six (6) months' prior written notice, District may terminate this Agreement if District determines, in its sole discretion, that the Recreational Facilities are needed exclusively for school purposes.

C. The City shall have the right to terminate the provisions of this Agreement for any reason upon not less than six (6) months' prior written notice.

**3.16 Validity.** If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

**3.17 Non-Discrimination.** Both City and District covenant by and for itself, its administrators and assigns, and all persons claiming under or through it, that this Agreement is made subject to the following condition:

There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, ethnicity, national origin, ancestry, religion, gender, sexual orientation, age, disability, or marital status, in the use, occupancy or enjoyment of the Recreational Facilities subject to this Agreement.

**3.18 Amendment.** This Agreement sets forth the entire agreement between City and District, and any modifications must be in the form of a written amendment agreed to by the Parties.

**3.19 Waiver.** The failure of either party to insist upon strict performance of any of the terms, conditions or covenants in this Agreement shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.

**3.20 Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s) indicated below.

City:  
CITY OF ORANGE

ATTEST:

\_\_\_\_\_  
Mary E. Murphy, City Clerk of the  
City of Orange, California

By: \_\_\_\_\_  
Mark A. Murphy, Mayor

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Theodore J. Reynolds  
Assistant City Attorney

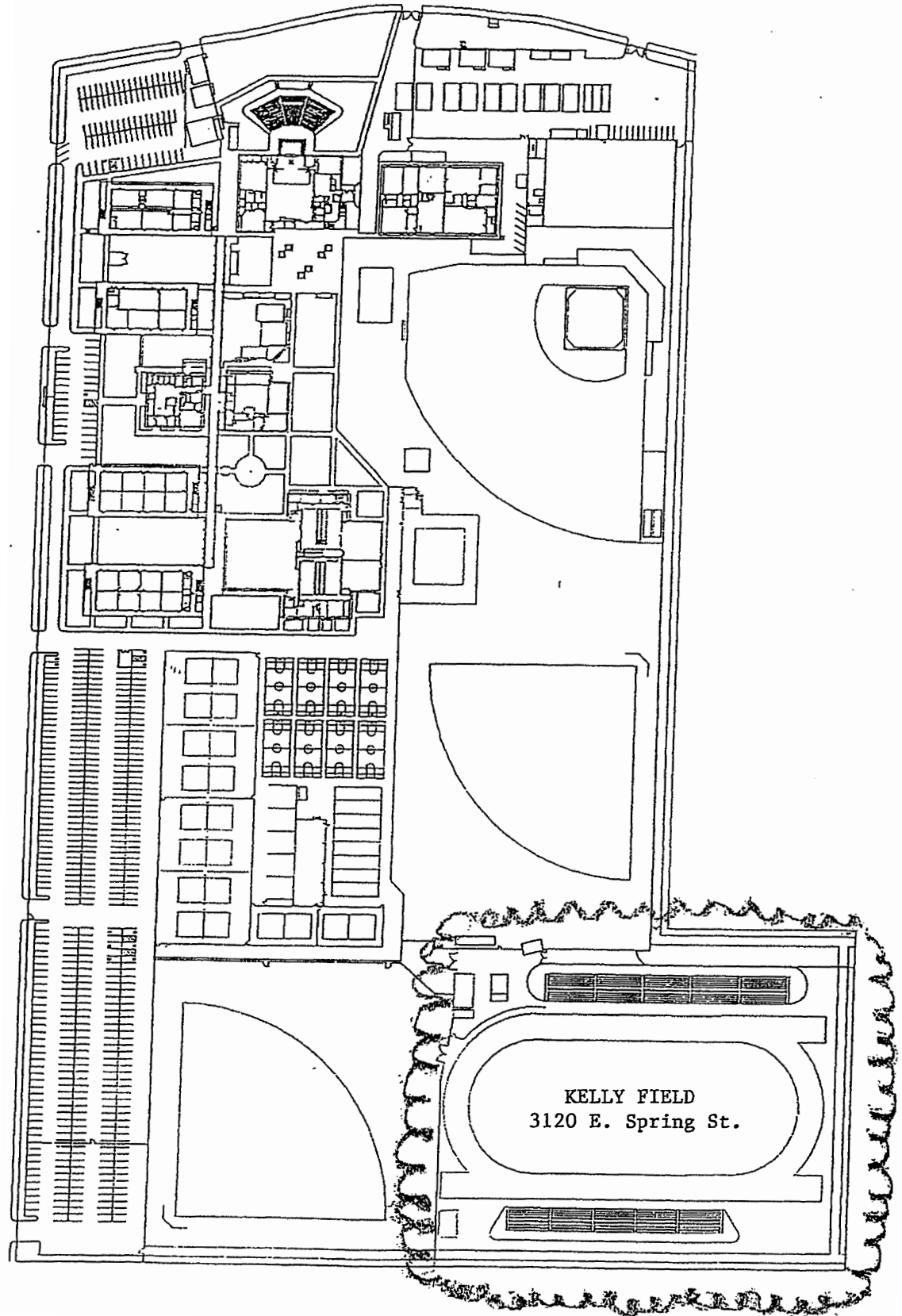
District:  
ORANGE UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT "A"

EL MODENA HIGH SCHOOL  
3920 E. Spring St.  
Orange, CA



## ORANGE UNIFIED SCHOOL DISTRICT

### FRED KELLY STADIUM USE OF FACILITIES REQUIREMENTS

The FieldTurf and CalTrax warranties require the following rules be enforced:

1. No vehicle traffic (including scissor lifts)
2. No pets
3. No paint or permanent markings
4. Proper spikes must be used (track – spikes not greater than ¼" steel;  
field – standard rubber football/soccer spikes or turf shoes)
5. No bikes, skateboards, rollerblades or skates
6. No food, drinks (other than water), sunflower seeds, or gum
7. No bottles (glass or plastic) or cans
8. No open flames
9. No use without District supervision

Any violation of these rules will result in the cancellation of the use of facilities approval for this event and cancellation of any approved future use of the facility. Additionally, any charges incurred by the District due to damages as a result of this use will be reimbursed to the District within 15 days of presentation of an itemized invoice.

Group/Organization: \_\_\_\_\_

Representative/Applicant: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Use of Facility Application Number \_\_\_\_\_

Submit a signed original of this form with each Use of Facilities Application

ATTACHMENT TO  
"APPLICATION AND AGREEMENT FOR USE OF FACILITIES"

## **EXHIBIT "C"**

### **SCHEDULE OF FEES**

1. \$70 per hour for use of the Recreational Facilities without lights, with a three (3) hour minimum. Such fee includes reimbursement for District's direct costs, including the cost to use the restroom facilities and two (2) persons to provide supervision. Additional supervision shall be provided at an additional cost of \$30 per hour per person in accordance with Section 3.9 herein. If, however, the City elects to use its own personnel and representatives to supervise the Recreational Facilities rather than the District's personnel, the City shall pay to the District only \$10 per hour, which represents the cost to use the restroom facilities.
2. \$95 per hour for use of the Recreational Facilities with lights, with a three (3) hour minimum. Such fee includes reimbursement for District's direct costs, including the cost to use the restroom facilities, two (2) persons to provide supervision, and electricity charges. Additional supervision shall be provided at an additional cost of \$30 per hour per person in accordance with Section 3.9 herein. If, however, the City elects to use its own personnel and representatives to supervise the Recreational Facilities rather than the District's personnel, the City shall pay to the District only \$35 per hour, which represents the cost to use the restroom facilities and electricity charges for the field lighting.

The foregoing fees reflect the District's "direct costs" for the City's use of the Recreational Facilities under the terms of this Agreement, as that term is defined in Section 38134 of the Education Code of the State of California. Said fees may be amended from time to time by the District to reflect any increase or decrease in the District's direct costs for the City's use of the Recreational Facilities under this Agreement provided that the District notifies the City at least thirty (30) days in advance.

In addition to the above, City shall be responsible for reimbursing District for any other direct cost incurred by District in connection with City's or its authorized users' use of the Recreational Facilities provided that the District notifies the City at least thirty (30) days in advance with an explanation of such additional costs.

TOPIC:	<b>RESOLUTION NO. 42-05-06: SUPPORTING \$100 MILLION FOR A NEW ART AND MUSIC BLOCK GRANT TO BE INCLUDED IN THE 2006/2007 STATE OF CALIFORNIA ENACTED BUDGET</b>
DESCRIPTION:	<p>The Governor's budget for 2006/2007 proposes \$100 million for a new Art and Music Block Grant. This funding would support standards-aligned art and music instruction in kindergarten and grades one through eight. These grants would be distributed to school districts and county offices of education and could be used for hiring staff, purchasing materials, books, supplies and equipment, and for staff development.</p> <p>The proposed funding of \$20 per pupil in kindergarten and grades one through eight would provide the District approximately \$410,000 for art and music programs.</p> <p>The District had previously proposed budget reductions in the area of elementary music for 2006/2007. This new funding source would provide needed resources for an elementary music delivery model that restores elementary music in the budget and other programs offered in the visual and performing arts. The attached resolution urges the Senate and Assembly of the Legislature to include \$100 million for a new Art and Music Block Grant in the 2006/2007 State of California Enacted Budget.</p>
FISCAL IMPACT:	The fiscal impact of a new Art and Music Block Grant as proposed in the Governor's budget for 2006/2007 is \$410,000 for the District.
RECOMMENDATION:	It is recommended that the Board of Education adopt Resolution No. 42-05-06 supporting \$100 million for a new Art and Music Block Grant to be included in the 2006/2007 State of California Enacted Budget.



**RESOLUTION NO. 42-05-06**  
**of the**  
**BOARD OF EDUCATION**  
**of the**  
**ORANGE UNIFIED SCHOOL DISTRICT**

**SUPPORTING \$100 MILLION PROPOSED**  
**FOR A NEW ART AND MUSIC BLOCK GRANT**

WHEREAS, the California Department of Education curriculum content standards provide a framework for programs school districts may offer in the instruction of visual or performing arts; and

WHEREAS, as they study and create in the arts, students use the potential of the human mind to its full and unique capacity and supporting research has shown beneficial effects on cognitive development and educational outcomes; and

WHEREAS, visual and performing arts are a vital part of a well-rounded educational program for all students; and

WHEREAS, a goal of the standards is to help students make connections between concepts in all of the arts and across subject areas; and

WHEREAS, new technologies for the arts, arts-related computer applications, and emerging arts-related careers are especially vital in California; and

WHEREAS, many California school districts have reduced course offerings in art and music in recent years due to budget decisions; and

WHEREAS, Orange Unified School District has made more than \$30 million in budget reductions during the last several years, including a proposed reduction in elementary music programs for 2006/2007; and

WHEREAS, the Governor's budget proposes \$100 million to create a new Art and Music Block Grant to support standards-aligned art and music instruction in kindergarten and grades one through eight;

NOW, THEREFORE BE IT RESOLVED that the Orange Unified School District strongly urges the Senate and Assembly of the Legislature to include \$100 million for a new Art and Music Block Grant in the 2006/2007 State of California Enacted Budget.

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Wes Poutsma  
Clerk of the Board

March 23, 2006

**TOPIC: RESOLUTION NO. 43-05-06: SUPPORTING SENATE BILL NO. 1266 - PERATA - DECLINING ENROLLMENT, CHARTER SCHOOLS**

**DESCRIPTION:** This bill will correct a provision in Section 42238.51 of the Education Code that penalizes school districts with students leaving noncharter schools of a district to enter district-sponsored charter schools and reentering noncharter schools of a district in the future at a higher grade level. Orange Unified School District experiences this scenario because it sponsors charter middle schools. The penalty occurs when a district has declining enrollment and is allowed to use prior or current year (whichever is higher) Average Daily Attendance (ADA) to calculate revenue. Usually, the prior year ADA is greater except in this case.

To calculate the prior year ADA, students leaving to attend a district-sponsored charter school for a noncharter school of the District are excluded. That part of the calculation makes sense. However, students leaving a district-sponsored charter school to return to a noncharter school in the district cannot be counted in the prior year calculation. Since both leaving and returning student are excluded, the prior year number is less than it would be for a district without charters or with charters where students leave to attend a charter and do not return to a noncharter school of the district.

There was a bill passed in December 2005 that would have corrected the problem, and if signed by the Governor, would have applied to 2005/06. The Governor vetoed the bill because his advisors did not feel comfortable with the language but said he understood the issue and would sign a bill if it was brought back in this session. Senate Bill 1266 will correct the problem but if it is not passed with immediate effect, \$2 million in possible Revenue Limit funding will be lost by the District for fiscal year 2005/06. This resolution urges Senate Bill No. 1266 be approved with immediate effect.

**FISCAL IMPACT:** The fiscal impact if the bill passes with immediate effect and applies to the 2005/06 fiscal year will exceed \$2 million.

**RECOMMENDATION:** It is recommended that the Board of Education adopt Resolution No. 43-05-06 supporting Senate Bill No. 1266 – Perata – Declining Enrollment, Charter Schools.

**RESOLUTION NO. 43-05-06**  
**of the**  
**BOARD OF EDUCATION**  
**of the**  
**ORANGE UNIFIED SCHOOL DISTRICT**

**SUPPORTING SENATE BILL NO. 1266 – PERATA –  
DECLINING ENROLLMENT, CHARTER SCHOOLS**

WHEREAS, Orange Unified School District is experiencing significant declining enrollment during the 2005/2006 fiscal year; and

WHEREAS, the loss of 2005/2006 Average Daily Attendance (ADA) at P2 is expected to exceed 400 ADA when compared to ADA at P2 for 2004/2005; and

WHEREAS, the loss of 400 ADA will result in a decrease in revenue that will exceed \$2 million for the 2005/2006 fiscal year; and

WHEREAS, for the purpose of the Revenue Limit calculation, ninety-nine percent of the school districts in California are able to use the greater of prior year or current year ADA; and

WHEREAS, Orange Unified School District has students leaving noncharter schools of the District each year to enter charter middle schools sponsored by the District and students leaving charter middle schools sponsored by the District and returning to noncharter high schools of the District; and

WHEREAS, the calculation to determine prior year ADA in Section 42238.51 of the Education Code requires reducing prior year ADA for students who left noncharter schools of the District to attend a District sponsored charter school, but does not allow a District to increase ADA for students leaving a District sponsored charter school to attend a noncharter school of the District; and

WHEREAS, Senate Bill No. 1266 will correct Section 42238.51 of the Education Code by reducing the amount of ADA excluded when students leave a nonchartered school of the District by the number of students returning to a noncharter school of the District from a District sponsored charter school; and

WHEREAS, Senate Bill No. 1266 will correct a provision of Education Code that unfairly penalizes districts with declining enrollment simply because they have sponsored charter schools at grade levels that have students leaving and eventually returning to noncharter schools of the district ;

WHEREAS, students in noncharter schools in the Orange Unified School District do not receive equal treatment concerning Revenue Limit funding and deserve the same opportunities as other K-12 public school students in California;

NOW, THEREFORE BE IT RESOLVED that the Orange Unified School District strongly urges the Senate and Assembly of the Legislature pass Senate Bill No. 1266 with an urgency clause to take effect for the 2005/2006 fiscal year, and the Governor to sign the bill to take immediate effect.

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Wes Poutsma  
Clerk of the Board

March 23, 2006

TOPIC: **ORANGE UNIFIED SCHOOL DISTRICT LEGISLATIVE COALITION – 2006 PLATFORM, SECOND READING**

DESCRIPTION: On February 23, 2006, the Board of Education approved the Legislative Coalition 2006 Platform for a first reading as follows:

**Priority Items**

1. Maintaining the integrity of the Proposition 98 constitutional funding guarantee for schools, including ensuring that districts are paid back all monies owed under Proposition 98, that additional costs are not added into Proposition 98 funding and that Proposition 98 is not suspended and/or rebased.
2. Encouraging legislation to provide reasonable alternatives to the California High School Exit Exam (CAHSEE) for Special Education students and English Language Learners.
3. Encouraging legislation that would make it easier for school districts to proceed with capital improvement projects, including allowing unused monies which have been set aside for new construction to be used for modernization ~~and ensuring that all districts receive equal shares of money set aside for capital improvement in schools.~~
4. Ensuring that school districts with declining enrollment are provided with a mechanism to allow the school district sufficient time to adjust to loss of revenue which is caused by declining enrollment.

**Other Items For Discussion**

1. Ensuring full and adequate funding for all programs mandated for school districts by the state or federal government, including Individuals with Disabilities Education Improvement Act (IDEIA), Home to School Transportation and No Child Left Behind, including lobbying federal representatives to ensure all federal programs are fully funded.

2. Amending the provisions of Election Code section 10600, et seq. to allow school districts to require candidates for a school board governing position to submit a Nomination Paper and Affidavit which must include nominations by not less than twenty (20) and not more than thirty (30) voters.
3. **Support AB2871, which amends** Amending Education Code section 56504 to provide that school districts have ten (10) business days to respond to a parent's request for school records relating to their child.

FISCAL IMPACT: There is no fiscal impact.

RECOMMENDATION: It is recommended the Board of Education receive the proposed Legislative Coalition Platform for a second and final reading.

**ORANGE UNIFIED SCHOOL DISTRICT  
2006 LEGISLATIVE PLATFORM**

**PRIORITY ITEMS**

1. Maintaining the integrity of the Proposition 98 constitutional funding guarantee for schools, including ensuring that districts are paid back all monies owed under Proposition 98, that additional costs are not added into Proposition 98 funding and that Proposition 98 is not suspended and/or rebased.
2. Encouraging legislation to provide reasonable alternatives to the CAHSEE for Special Education students and English Language Learners.
3. Encouraging legislation that would make it easier for school districts to proceed with capital improvement projects, including allowing unused monies which have been set aside for new construction to be used for modernization.
4. Ensuring that school districts with declining enrollment are provided with a mechanism to allow the school district sufficient time to adjust to loss of revenue which is caused by declining enrollment.

**OTHER ITEMS FOR DISCUSSION**

1. Ensuring full and adequate funding for all programs mandated for school districts by the state or federal government, including IDEA, Home to School Transportation and No Child Left Behind, including lobbying federal representatives to ensure all federal programs are fully funded.
2. Amending the provisions of Election Code section 10600, et seq. to allow school districts to require candidates for a school board governing position to submit a Nomination Paper and Affidavit which must include nominations by not less than twenty (20) and not more than thirty (30) voters.
3. Support AB2871, which amends Education Code section 56504 to provide that school districts have ten (10) business days to respond to a parent's request for school records relating to their child.

TOPIC:	<b>TENTATIVE AGREEMENT BETWEEN ORANGE UNIFIED SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #67, FOR SUCCESSOR AGREEMENT NEGOTIATIONS AND AB 1200 INFORMATION</b>
DESCRIPTION:	This item pertains to the tentative agreement between the Orange Unified School District and the California School Employees Association Chapter #67 for successor agreement negotiations which includes tentative agreement on contract language for the period of 2005-2008 and tentative agreement on salary negotiations for 2005-2006. Earlier this school year, health and welfare benefits negotiations were settled for 2005-2006. The tentative agreement provides for a 3.25% salary increase for the 2005-06 year effective July 1, 2005.
FISCAL IMPACT:	See attached AB 1200 analysis.
RECOMMENDATION:	It is recommended that the Board of Education ratify the Tentative Agreement between the Orange Unified School District and the California School Employees Association Chapter #67.

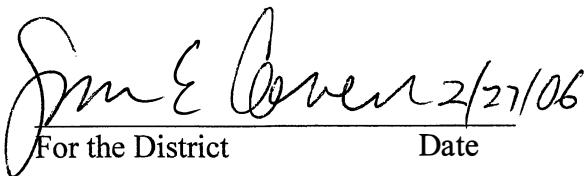
**Tentative Agreement  
Between  
Orange Unified School District  
And  
California School Employees Association, Chapter 67  
February 27, 2006**

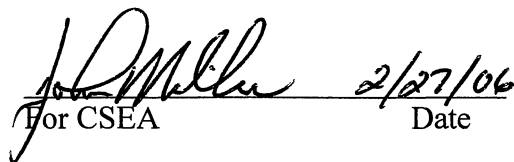
1. A salary increase will be provided effective July 1, 2005 and be applied to section 12.102 of the OUSD/CSEA Collective Bargaining Agreement in order to maintain the current ratios:

Option C: Increase by 3.25%  
Option B: Increase to 5% less than Option C salary rates  
Option A: Increase to 5% less than Option B salary rates

This agreement concludes all negotiations between the District and CSEA for the 2005-06 school year.

This Tentative Agreement is subject to ratification and all members of both negotiating teams shall support and recommend the ratification of this Tentative Agreement.

  
\_\_\_\_\_  
For the District                      Date

  
\_\_\_\_\_  
For CSEA                              Date



## **ARTICLE 1: RECOGNITION**

### **1.300 Duration**

This Agreement shall take effect on October 1, 2005, and shall continue in effect to and including September 30, 2008, and from year to year thereafter unless modified or renewed by the parties. Article 12 may be re-opened for the second and third year of this Agreement by either or both parties serving written notice between March 1<sup>st</sup> and June 30<sup>th</sup>. Notice of intent by either party to negotiate a successor agreement shall be served upon the other party within one hundred and eighty (180) days of expiration of this Agreement.

## **ARTICLE 5: HOURS AND OVERTIME**

**5.220 On a daily basis, unit members shall acknowledge their presence at a work location designated by their supervisor.**

### **5.700 Special Provisions**

**5.725** Any regular full-time unfit member who is assigned to a regular shift commencing at 10:00 p.m. or after shall receive a shift premium of 5% for all hours worked, **effective July 1, 2005.**

### **5.800 Summer School**

**5.810** Summer school positions shall be flown and first made available to bargaining unit members only. If the number of bargaining unit applicants exceeds the number of openings available, selection shall be made on the basis of seniority within class. If one (1) or more qualified bargaining unit member(s) applies, a bargaining unit member(s) shall be appointed to the position.

**5.815 During summer school, special education positions may continue as assigned during the regular school session.**

**5.820** Pursuant to California Education Code Section 45102 unit members assigned to summer school shall be deemed to be employed for twelve (12) months during the school year and shall receive, on a pro-rata basis, not less than the compensation and benefits, which are applicable to the classification during the regular academic year. However, unit members assigned to summer school shall not be allowed to schedule vacation during the period of assignment. Up to two (2) days of sick leave may be taken if the employee is absent in excess of two (2) days, he/she may be replaced by another applicant. **The District may require verification in accordance with Section 6.132.** Only if the District is unable to fill the position(s) from within the bargaining unit, outside applicants including leadership applicants may be considered.

## **ARTICLE 6: LEAVES**

### **6.100 Personal Illness and Injury Leave**

**6.123** The District shall notify, in writing, each unit member between December 1 and March 1 each year of the total number of accumulated sick days effective at that date. These days shall accumulate without limitation.

6.130 **Notification/Verification**

6.131 Unit members shall notify their supervisor or designee as far in advance as possible, when they are to be absent for illness/injury. If the absence is to be longer than one (1) day, subsequent notification for each day's absence can be stated at the time of the initial notification. On absences longer than one (1) day, the unit member shall notify his/her supervisor or designee the day before returning so that the substitute, if employed may be released. Upon return from an absence, the unit member shall complete a statement verifying the absence was due to illness/injury. In case of an extended illness/injury, the unit member shall complete an absence affidavit once per month on or before a date established by the District.

6.132 The District may require verification of the unit member's illness/injury through verification by a physician or licensed health advisor chosen by the unit member if it has a rational basis.

6.200 **Bereavement**

6.230 Immediate family means: mother, father, grandchild, grandmother, or grandfather of the unit member or the spouse of the unit member; the spouse of the unit member, the son, son-in-law, daughter, daughter-in-law, brother, **brother-in-law**, stepchild, stepparent, or sister of the unit member; **sister-in-law** or any relative living in the immediate household of the unit member.

6.240 The unit member shall notify the supervisor as soon as possible when bereavement leave is necessary and shall advise the supervisor of the estimated return to work date.

6.300 **Child Care Leave**

6.310 Unit members of either gender may be eligible for leave for the purpose of preparing for or the caring for a newly born or newly adopted child/children pursuant to this Section. Additional leave may be available pursuant to Section 6.1000. If leave is taken under section 6.1200, such leave shall run concurrently.

6.320 Up to three (3) months of leave, without pay, shall be granted upon request, to unit members of either gender to prepare and care for a newly-born or newly-adopted child; provided that such leave request is made at least fifteen (15) work days prior to the requested beginning date, and provided further that such commencement date coincides with the best interests of the District. The unit member shall return to the same classification or voluntarily request a lower classification in the same class series.

6.500 **Court Summons Leave**

6.520 The unit member shall notify his/her supervisor as soon as possible after being officially summoned and shall also notify his/her supervisor on the day of completion of the court summons leave. The unit member shall receive the regular salary and shall sign over to the District any fees received, except for travel, meals, or parking allowance.

6.600 **Jury Leave**

6.620 The unit member shall notify his/her supervisor as soon as possible after receiving the official notice of jury service and shall also notify the supervisor on the day of completion of jury duty.

6.1000 Miscellaneous Leaves Without Pay

6.1020 Unit members who request leave under this section shall notify their supervisor at least ten (10) days prior to the commencement of the requested leave. Such leave, when granted, shall also specify when the employee is to return to work.

ARTICLE 7: SAFETY CONDITIONS

7.400 Personal Property Loss/Reimbursement

7.410 Provided the loss is in excess of thirty dollars (\$30.00), the District shall reimburse the unit member **in the amount of the replacement value**, up to **four hundred and fifty dollars (\$450.00) (formerly \$300.00)** for any theft, damage, or destruction of personal property of the unit member while on duty in the school, on the school premises, or on a school-sponsored activity. For any damage to the unit member's vehicle while on duty in the school, on the school premises, or on a school-sponsored activity, and if the loss is in excess of thirty dollars (\$30.00) the District shall reimburse unit members **the amount of their deductible** up to a maximum of **seven hundred and fifty (\$750.00) (formerly \$600.00)**. A unit member may petition the District for reimbursement beyond the stated limit and the Superintendent or designee will review each request and exercise his/her discretion in each case. No reimbursement will be made if the loss or damage was due to the negligence of the unit member.

7.500 Drug and Alcohol Use Prohibition

7.510 Prohibited Acts

Unit members shall not be under the influence of or in possession of alcohol or illegal drugs while on District property, at work locations, or while on duty or subject to be called to duty.

7.520 Testing

While on duty, if there is a reasonable suspicion to believe that a unit member is under the influence of alcohol or drugs, the unit member shall be required to submit to urine, blood, breath and/or other related tests for evidence of drug and/or alcohol use. The cost of the tests shall be paid by the District.

7.530 Reasonable Suspicion

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor or manager to suspect that a unit member is under the influence of drugs or alcohol so that the unit member's ability to perform the functions of the job is impaired or so that the unit member's ability to perform his/her job safely is reduced.

7.540 Discipline

Positive results from initial and confirmatory tests at or above the threshold level as prescribed by law may result in disciplinary action up to and including dismissal. Any employee who refuses to submit to any part of the testing process, when so directed, shall be deemed to have tested positively.

ARTICLE 8: VACATIONS

8.140 A regular unit member shall be granted one day of vacation in the school year in which the unit member used no leave as specified in Section 6.100 and/or Section 6.400 of this Agreement. Unit members will be advised according to Section 8.440 of this Agreement.

### 8.300 Scheduling

- 8.330 No vacation shall be taken, or paid to unit members until after six months of employment
- 8.335 **Unit members terminated prior to completion of their probationary period are not entitled to compensation for accrued vacation credits.**
- 8.340 No unit member may use earned vacation benefits without receiving prior approval from the appropriate District supervisor.
- 8.380 **Vacation shall be taken in no less than four (4) hour increments.**

### 8.400 Accumulation of Vacation Benefits

- 8.410 **Following the initial probationary period, unit members who continue in the employ of the District accrue up to a maximum of one (1) and one-half (1/2) years of vacation credit.**
- 8.420 **Unit members on a work schedule of less than twelve (12) months shall be compensated for any unused vacation credits after conclusion of the fiscal year.**
- 8.440 All twelve (12) month employees shall receive notification of the total number of accumulated vacation days no later than March 1<sup>st</sup>.

### 8.500 Effect of Termination

- 8.530 **A unit member who resigns or is terminated shall receive compensation of up to a maximum of one (1) year's accumulated and unused vacation entitlement.**

## ARTICLE 10: TRANSFERS AND PROMOTIONS

### 10.800 Mutual Exchange of Position

A unit member may initiate an exchange of assignment for one school year, providing there is agreement with the involved site and Personnel Administrators and the exchange unit members. **If both exchange unit members request to revoke the exchange within seven (7) days of implementation, such requests shall be granted and the unit members returned to their original positions.** At the conclusion of the school year, if all parties agree, the exchange of assignment shall become the current assignment of the unit members.

## ARTICLE 12: COMPENSATION

12.102 Effective **July 1, 2005** the **2005/06** salary rates shall be increased as follows:

Option C: Increased by **3.25%** from the **2004-05** salary rates.

Option B: Increased to 5% less than Option C salary rates.

Option A: Increased to 5% less than Option B salary rates.

All range allocations will be based upon the Option C Salary Schedule. Option A and Option B Schedule ranges will be adjusted accordingly.

### 12.400 Health and Welfare

1. Regular employees who work four (4) hours or more shall be eligible for health and welfare benefits as set forth herein.

2. All employees eligible for health and welfare benefits shall be provided **plans** which **have** been determined by the **joint** Employee Benefits Committee within the cost limits set forth herein. For employees utilizing the HMO plans, the District's annual cost for the **2005-2006** benefits year shall not exceed **\$3,598** for employee only, **\$7,439** for employee plus one dependent, **\$10,613** for employee plus family coverage. For employees utilizing the PPO plans, the District's annual cost for the **2005-2006** benefits year shall not exceed **\$3,403** for employee only, **\$7,044** for employee plus one dependent, **\$10,046** for employee plus family coverage.
3. The District and CSEA have agreed to additional plan variations with mutually agreed upon District and employee contributions for those plans. Copies of these plans and the employee contribution rates are available through the District's insurance office and in an Appendix to this Agreement.
4. All active employees enrolled in Blue Cross plans shall, by payroll deduction, contribute for the dependent health and welfare coverage the following annual amounts:
  - \$150 per year for one dependent
  - \$300 per year for two or more dependents
5. New employees otherwise eligible for benefits will not be covered by health and welfare benefits during the initial sixty (60) days of employment.
6. If measures are required to remain within the above premium contribution limitations, the Joint Employee Benefits Committee will be charged to determine and recommend to the parties additional cost containment measures. If the current level of benefits cannot be offered within the maximum contribution limitations set forth herein, the parties shall immediately meet and address the issue. If the parties cannot reach an agreement on cost reductions for the plans, then employees shall pay the cost of the premium amount above the District contributions provided in paragraphs 2, 3 and 4 above.
7. Classified employees, who are covered by any health insurance program and choose to forego this benefit during their employment with the District, shall receive a tenthly payment of \$171.40 (totaling \$1,714/per school year) for opting out of the health insurance program. In the event such employees (who waived their health insurance coverage) incur additional costs to secure coverage in their spouse's insurance plan, the District shall pay the actual cost of such coverage, not exceeding \$100.00 per month. To be eligible for this additional payment the employee shall be required to provide written proof of cost incurred. Proof of alternative health insurance coverage shall be required on an annual basis by the District from any active employee who chooses to "opt out". Any employee who opts out of the health insurance program during active employment will be given the option to "opt in" at any time on the giving of reasonable notice if he/she loses eligibility for his/her existing health insurance program due to a change in marital or employment status or other qualifying event.
8. The parties agree that all classified employees shall take whatever steps and actions are necessary to effect any selected changes by completing any and all documentation required by the District and the various health and welfare programs within the designated timelines, including the open enrollment period. CSEA representatives shall cooperate with the District in the transition between the current and agreed upon delivery of health and welfare programs.

**ARTICLE 15: MISCELLANEOUS PROVISIONS**

15.700 A copy of this Agreement shall be available to all unit members through the District's website. The District and CSEA shall share the cost of printing no more than 100 hard copies of the Agreement to be available for unit members at CSEA's discretion.

**ARTICLE 18: CHARTER SCHOOLS**

This article is referred to committee (two District/two CSEA) to review and update article as necessary.

**ARTICLE 19: MTYR -- Delete**

**APPENDIX A - Bus Driver classification to be allocated to Range 34 effective July 1, 2005**

TOPIC:	<b>SALARY ADJUSTMENT FOR LEADERSHIP EMPLOYEES</b>
DESCRIPTION:	Consistent with past years, the Board of Education has approved a leadership salary schedule adjustment that correlates to that of classified employees. The California School Employees Association (CSEA) has approved a Tentative Agreement that provides for a 3.25% salary increase for the 2005-06 year effective July 1, 2005.
FISCAL IMPACT:	See attached AB 1200 analysis.
RECOMMENDATION:	It is recommended that the Board of Education approve a proposed 3.25% salary schedule adjustment for all leadership employees, effective July 1, 2005.

Orange Unified School District  
and  
Leadership and California School Employees Association  
Collective Bargaining Agreements  
for 2005-06 School Year  
AB 1200 Information

**2005-06**

Estimated Revenue	\$224,033,612	
Estimated Expenditures	<u>229,323,571</u>	
Excess (Deficiency)	\$(5,289,959)	
<b>Estimated Ending Balance</b>	<b>\$14,428,712</b>	
Other Designation	(901,127)	
Designated for Economic Uncertainties	<u>(6,879,707)</u>	3.0%
Unappropriated Amount	6,647,878	

**2006-07**

Assumptions:

- 5.18% COLA
- Ongoing CSEA/Leadership Costs
- No Increase in Health & Welfare Benefits Paid

Estimated Revenue	\$229,658,786	
Estimated Expenditures	<u>227,636,259</u>	
Excess (Deficiency)	\$2,022,527	
<b>Estimated Ending Balance</b>	<b>\$16,451,239</b>	
Other Designations	(901,127)	
Designated for Economic Uncertainties	<u>(6,829,088)</u>	3.0%
Unappropriated Amount	8,721,024	

**2007-08**

Assumptions:

- 3.4% COLA
- Ongoing CSEA/Leadership Costs
- No Increase in Health & Welfare Benefits Paid

Estimated Revenue	\$235,285,647	
Estimated Expenditures	<u>228,998,343</u>	
Excess (Deficiency)	\$ 6,287,304	
<b>Estimated Ending Balance</b>	<b>\$22,738,543</b>	
Other Designations	(901,127)	
Designated for Economic Uncertainties	<u>(6,869,950)</u>	3.0%
Unappropriated Amount	14,967,466	



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# INFORMATION/DISCUSSION ITEMS

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TOPIC:	<b>REPORT ON NINTH GRADE SUCCESS INITIATIVE</b>
DESCRIPTION:	A Ninth Grade Initiative Planning Committee was formed in September 2005 to focus on exploring the possibilities for strengthening the District's ninth grade program. Members of the planning committee will present an overview of the work since September, including established goals and recommendation for changes to the ninth grade program.
FISCAL IMPACT:	There is no fiscal impact.
RECOMMENDATION:	It is recommended that the Board of Education receive this information report as presented.

TOPIC:	<b>REPORT ON STATE OF ORANGE UNIFIED SCHOOL DISTRICT ATHLETICS AND CALIFORNIA INTER-SCHOLASTIC FEDERATION (CIF) MANDATED COACHES EDUCATION PROGRAM</b>
DESCRIPTION:	Staff will present an informational video on the state of O.U.S.D. Athletics and present information on the California Interscholastic Federation (CIF) mandated coaches education training.
FISCAL IMPACT:	There is no fiscal impact.
RECOMMENDATION:	It is recommended that the Board of Education receive this informational report as presented.

**TOPIC: DAVIS DEMOGRAPHICS & PLANNING ENROLLMENT PROJECTIONS REPORT**

**DESCRIPTION:** The District is experiencing significant declining enrollment for the first time in many years. A representative from Davis Demographics & Planning will present the Enrollment Projections Report for Fall 2006 through Fall 2012. This report is based on Fall 2005 student data. The report is expected to be completed shortly before the meeting.

**FISCAL IMPACT:** No fiscal impact for this item – for information only.

**RECOMMENDATION:** It is recommended that the Board of Education receive the Davis Demographics & Planning Enrollment Projections Report.

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# CONSENT ITEMS

*ROUTINE ITEMS ACTED UPON IN ONE MOTION UNLESS PULLED FOR DISCUSSION AND SEPARATE ACTION.*

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TOPIC: **PURCHASE ORDERS LIST**

DESCRIPTION: Purchase orders have been processed in accordance with the rules and regulations of the Board of Education and applicable legal requirements of the State of California.

District procedures and computer system controls require that an approved purchase order, pay voucher, current liability, or credit memo exist on the District's computer system prior to the issuance of warrants. There may be a multiple number of warrants drawn against a given purchase order up to the maximum amount for that purchase order. The system restricts the processing of payment amounts in excess of the issued purchase order.

It should be noted that the purchase order system allows for a one-line description of the services or items to be procured. The issued purchase order forms a contract between the District and the vendor.

FISCAL IMPACT: \$1,011,535.45

RECOMMENDATION: It is recommended that the Board of Education approve the Purchase Orders List dated February 27, 2006 through March 12, 2006 in the amount of \$1,011,535.45.

**TOPIC: WARRANTS LIST**

**DESCRIPTION:** Warrants have been processed in accordance with the rules and regulations of the Board of Education and applicable legal requirements of the State of California and the Orange County Department of Education.

District procedures and computer system controls require that an approved purchase order, pay voucher, current liability, or credit memo exist on the District's computer system prior to the issuance of warrants. There may be a multiple number of warrants drawn against a given purchase order up to the maximum amount for that purchase order. The processing of the warrant is in compliance with the contractual agreement that has been formed by the issuance of the purchase order.

**FISCAL IMPACT:** \$3,125,139.32

**RECOMMENDATION:** It is recommended that the Board of Education approve the Warrants List dated February 27 through March 12, 2006 in the amount of \$3,125,139.32.

**TOPIC:**

**GIFTS**

**DESCRIPTION:**

The gifts of equipment, educational materials, and/or cash as delineated below and on the attached list were donated to the Orange Unified School District.

- Ten rolls of white butcher paper to McPherson Magnet School, donated by Mr. Michael Daugherty

**FISCAL IMPACT:**

This item has no fiscal impact.

**RECOMMENDATION:**

It is recommended the Board of Education accept these donations and that a letter of appreciation be forwarded to each benefactor.



## DONATIONS

**March 1-10, 2006**

**To: Thomas A. Godley, Ed.D.  
Superintendent of Schools**

**From:** Joe Sorrera *J.S.*  
Administrative Director, Fiscal Services

**We have received the following donated monies. Please prepare the resolution for the following:**

[illegible]

TOPIC:	<b>CONTRACT SERVICES REPORT – BUSINESS SERVICES</b>
DESCRIPTION:	The following is a report of contract service items for Business Services.
<b>CONSULTING &amp; INSPECTION SERVICES</b>	<p>The Department of the State Architect (“DSA”) requires a certified inspector of record to inspect all school construction projects. The District requires the services of a DSA certified inspector to provide inspections for the Prospect ES Modernization Project, including the installation of relocatables to be used as interim housing during its modernization. Consulting &amp; Inspection Services is a certified DSA inspector. Special Reserve/Capital Projects... not to exceed.....\$105,080 40.00-0807-0-6290-9520-8500-259-416-000 (Christensen)</p>
<b>MARK J. PAONE, AIA</b>	<p>The District has retained the services of Mark Paone to design the modernization of Prospect Elementary School. Phasing the modernization process necessitates the installation of interim housing portables (village). The cost to design the interim housing “village” is in addition to the modernization contract. This additional approval will authorize Mark Paone to provide the designs for the “village”, including interim administration and restroom buildings, coordinate approval from the City of Orange Fire Department and Division of the State Architect (DSA). Special Reserve/Capital Projects...not to exceed..... \$39,016 40.00-0807-0-6219-9520-8500-259-416-000 (Christensen) (including reimbursables)</p>
<b>VISUAL INK, LLC</b>	<p>Visual Ink helps companies communicate more effectively through the use of visuals, balancing words and images to help people not only see the big picture, but help them clarify and create their particular story. When the image is complete, people have a clear story that inspires them to work toward their particular goal. Visual Ink will work in conjunction with Sadler Consulting for strategic planning for the District. Outside Professional Svcs.....not to exceed.....\$6,000 01.00-0000-0-5850-0000-7100-101-101-000 (Godley)</p>

**CANDACE J. SIMPSON**

In conjunction with the strategic planning workshop with Sadler Consulting, Ms. Simpson will assist Mr. Sadler in organizing and carrying out the workshop. Since retiring from public education in 2000, Ms. Simpson has worked as a consultant and facilitator for school districts and nonprofit organizations on strategic goal-setting and instructional methods.

Outside Professional Svcs.....not to exceed.....\$5,000  
01.00-0000-0-5850-0000-7100-101-101-000 (Godley)

**FISCAL IMPACT:** \$155,096

**RECOMMENDATION:** It is recommended that the Board of Education approve the Contract Services Report – Business Services as presented.

**TOPIC: ACCEPTANCE OF COMPLETED CONTRACT(S) AND FILING OF NOTICE(S) OF COMPLETION**

**DESCRIPTION:** The contract(s) listed below have been completed and require acceptance by the Board of Education prior to filing of appropriate notice(s) of completion:

**BID 575 – EXTERIOR PAINTING**

Project(s):	Palmyra Elementary
Original Board Approval:	December 8, 2005
Original Purchase Order:	604218
Completion Date:	February 28, 2006
Contractor:	Southwest Coatings, Inc.
Original Project Amount:	\$22,500
Change Order(s) Amount:	\$ -0-
Total Project Amount:	\$22,500
Fund(s):	Deferred Maintenance (14)

The Public Contract Code allows school districts to issue contract change orders for up to ten percent of the original contract value. The District typically funds change orders with monies from the original source. If there were no additional monies available, then the District would fund the change through the balance reserve account.

In accordance with Public Contract Code Section 7107, the final payment of the ten percent (10%) retention of the value of the work done under these agreements shall be made thirty-five (35) days after recording by the District of the Notice(s) of Completion at the County of Orange Recorder's Office.

**FISCAL IMPACT:** No additional fiscal impact.

**RECOMMENDATION:** It is recommended that the Board of Education accept the above contract(s) as complete, authorize staff to file appropriate notice(s) of completion and release the retention payment(s) to the contractor(s).

**TOPIC:** **BID NO. 577: AWARD OF UNIT PRICE CONTRACT – ELECTRICAL, LOW VOLTAGE, DATA, RELATED WIRING REPAIRS, REPLACEMENT AND INSTALLATION**

**DESCRIPTION:** Bid No. 577 is for the award of a Unit Price Contract for electrical work including installation, repairs and replacement. The award of a unit price contract will allow the District to procure services on an as needed basis at competitively bid prices.

### RECAPITULATION

Bidder	Journeyman (per hour)	Apprentice (per hour)	Foreman (per hour)	Superintendent (per hour)	Communication System Installer (per hour)	Common Laborer (per hour)	Grand Total (per hour)
<b>*Stone Electric, Inc.</b>	\$63.00	\$38.00	\$67.00	\$62.00	\$38.00	\$23.00	<b>\$2,692.00</b>
Giannelli Electric, Inc.	\$57.15	\$45.40	\$62.00	\$67.20	\$53.55	\$39.00	\$3,289.89
Skip's Electric, Inc.	\$75.67	\$38.90	\$87.00	\$98.75	\$72.00	\$54.97	\$4,137.94

\* Low Bidder

**FISCAL IMPACT:** Expenditures are made from all sites, programs and department budgets. This is not a request for any additional budgetary appropriation.

**RECOMMENDATION:** It is recommended that the Board of Education award Bid No. 577 for the award of a Unit Price Contract for electrical work to Stone Electric, Inc.

BID NO. 577  
UNIT PRICE CONTRACT - ELECTRICAL  
LOW VOLTAGE, DATA, RELATED WIRING REPAIRS, REPLACEMENT AND  
INSTALLATION

*Bid Opening Date:* March 7, 2006

*Department Requesting Project:* Construction Department

*Publication Dates:* February 2 & 9, 2006  
Orange County Register

*The following vendors were provided a public notice calling for bids:*

Giannelli Electric, Inc.	Stone Electric, Inc.
M.B. Herzog Electric, Inc.	Thomas Electric
Skip's Electric, Inc.	Tri-City Electric

*The following plan rooms were provided a public notice calling for bids:*

Associated General Construction	Construction Hot Sheet
Bid America	Construction Market Data (2)
Construction Bid Board	F.W. Dodge

*Mandatory job walk and/or project conference attended by:*

Giannelli Electric, Inc.	Skip's Electric, Inc.
Datatel Wiring Products, Inc.	Spectrum Communications
IBEW Local 441	Stone Electric, Inc.
M.B. Herzog Electric, Inc.	Time & Alarm Systems
Mel Smith Electric	Y & M Construction

*Bids submitted by:*

Giannelli Electric, Inc.  
Skip's Electric, Inc.  
Stone Electric, Inc.

*Bid Opening attended by:*

John Schuck, IBEW Local No. 441  
OUSD, Lori Davis  
OUSD, Marcia Gold  
OUSD, Karen Hungerford

TOPIC: **LEASE OF DOH/DSA APPROVED RELOCATABLES FOR PROSPECT ELEMENTARY SCHOOL MODERNIZATION**

DESCRIPTION: On February 23, 2006, the Board of Education approved Resolution No. 38-05-06 to utilize the price agreement between Anaheim Union High School District and Modtech Holdings Inc./Class Leasing, Inc. for thelease of DOH/DSA approved relocatable buildings. Due to the pending modernization projects, the District is anticipating the need for 14 relocatable buildings as interim housing for students at Prospect Elementary School.

FISCAL IMPACT: Special Reserve/Capital Projects..... \$156,614  
40.00-0807-0-6276-9520-8500-259-416-000 (Filbeck)

RECOMMENDATION: It is recommended that the Board of Education approve the lease of 14 relocatable buildings from Modtech Holdings Inc./Class Leasing, Inc.

**Item No.14.H.**

TOPIC:	<b>LIABILITY CLAIM NO. 05/06-0014</b>
DESCRIPTION:	Foot injury claim
FISCAL IMPACT:	No fiscal impact at this time.
RECOMMENDATION:	It is recommended that the Board of Education reject Liability Claim No. 05/06-0014.



**TOPIC: PERSONNEL REPORT**

**DESCRIPTION:** All actions listed in the Personnel Report, representing a cost to the District, have been reviewed by the Business Department and have been assigned a budget number. Appropriate funds exist in all budget areas presented in this Personnel Report. Some items on the report represent the maximum amount that could be encumbered for that item, the actual expenditure may be less, and in no instance will the expenditure be more than the requested amount without an additional request being generated.

This report may require actions for extra pay projects, separation from service, short-term employment, leaves of absence, change of status, and new hires. All requests are generated by individuals, school sites, or various District departments.

All of the above requests have been processed in accordance with the rules and regulations of the Board of Education and the applicable legal requirements of the State of California and the Orange County Department of Education.

**FISCAL IMPACT:** Certificated: \$103,670

Classified: \$ 43,258

**RECOMMENDATION:** It is recommended that the Board of Education approve the Personnel Report as presented.

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT  
CERTIFICATED PERSONNEL

	Name	Position	Administrative Unit	Schedule/ Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
	<b>CHANGE OF STATUS</b>									
	Bogues, Catherine	Teacher	SpEd/Rohlander			3/6/06	6/22/06	Contract status 100% to 80%		
	<b>LEAVE OF ABSENCE</b>									
	Martinez, Amanda	Teacher	Fairhaven/Stoces			2/17/06	8/31/06	Unpaid Medical LOA w/benefits		
	Van Peteghan, Sarah	Teacher	Cambridge/Rohlander			3/13/06	6/19/06	Unpaid FMLA Child Care w/benefits		
	<b>SEPARATIONS</b>									
1	Baysinger, Karl	Teacher	Serrano/Rubin			6/16/06		Retirement		
2	Carden, Nancy	Library M	Yorba/Eslick			6/23/06		Retirement		
3	Goodbrand, Gina	Teacher	Fairhaven/Stoces			6/19/06		Resignation		
4	Graves, Kristin	Teacher	Cerro Villa/Rohlander			6/16/06		Resignation		
5	Meehlis, Anthony	Teacher	Esplanade/Rohlander			3/10/06		Resignation		
6	Roney, Frances	Executive	Educ Serv/Cohen			8/31/06		Retirement		
7	Rouw, Christina	Teacher	Canyon HS/Duncan			6/16/06		Resignation		
8	Senter, Lori	Teacher	Villa Park HS/Rohlander			6/16/06		Resignation		
9	Smith, Carrie B.	Teacher	SpEd/Rohlander			4/14/06		Resignation		

Staff Responsibility:  
Ed Kisse, Assistant Superintendent-Human Resource

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT  
CERTIFICATED PERSONNEL

	Name	Position	Administrative Unit	Schedule/Step/Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
	<b>EXTRA PAY</b>									
1	Abel, Christy	Teacher	Esplanade/Van Eck	misc hrly rate	32.51	3/21/06	3/21/06	Grade Level Planning	2.5	81.28
2	Abercrombie, James	Teacher	Orange HS/Johnson	payment	110.00	8/29/05	8/30/05	Classroom Relocation	2	220.00
3	Adams, Jodi	Teacher	Riverdale/Ochoa	misc hrly rate	32.51	2/27/06	6/30/06	EL Tutoring	15	487.65
4	Aiken-Pease, Susan	Teacher	Portola/Van Eck	payment	110.00	4/1/06	4/1/06	Weekend Workshop	1	110.00
5	Alexander, Amy	Teacher	Running Springs/Bowde	payment	110.00	7/22/05	7/25/05	Classroom Relocation	1	110.00
6	Amsbary, Whitney	Teacher	Nohl Canyon/Parker	payment	110.00	8/29/05	8/30/05	Classroom Relocation	2	220.00
7	Ashmore, Debbie	Teacher	Prospect/Van Eck	misc hrly rate	32.51	1/3/06	6/30/06	Analysis Assessment	20	650.20
8	Bader, Janet	Teacher	Riverdale/Ochoa	misc hrly rate	32.51	2/27/06	6/30/06	EL Tutoring	15	487.65
9	Ballesteros, Mary Ann	Teacher	Fairhaven/Ochoa	misc hrly rate	32.51	3/20/06	3/24/06	Intersession	20	650.20
10	Barney, Helen	Teacher	Yorba/Van Eck	misc hrly rate	32.51	3/14/06	3/14/06	Parent Engagement in Math	5	162.55
11	Baum, Susan	Teacher	California/Fisher	payment	110.00	6/21/05	6/21/05	Classroom Relocation	1	110.00
12	Bauman, Miranda	Teacher	California/Fisher	payment	110.00	6/21/05	6/21/05	Classroom Relocation	1	110.00
13	Baumann, Matthew	Teacher	Esplanade/Van Eck	misc hrly rate	32.51	2/13/06	6/9/06	Student Support	200	6,502.00
14	Baysinger, Karl	Teacher	Serrano/Rubin	payment	110.00	8/25/05	8/26/05	Classroom Relocation	2	220.00
15	Beckham, Jody	Teacher	Serrano/Rubin	payment	110.00	8/25/05	8/26/05	Classroom Relocation	2	220.00
16	Beckman, Karen	Teacher	Chapman Hills/Merkow	payment	110.00	8/18/05	8/19/05	Classroom Relocation	2	220.00
17	Bell, Kyle	Teacher	Canyon HS/Roney	hrly rate	53.63	1/27/06	6/16/06	Extra Period	93	4,987.22
18	Bishop, Lindsay	Teacher	Lampson/Matassarini	payment	110.00	6/27/05	7/22/05	Classroom Relocation	2	220.00
19	Bittle, Todd	Counselor	McPherson/Eslick	misc hrly rate	32.51	9/10/05	6/30/06	Native American Tutoring	30	975.30
20	Boehler, Melinda	Teacher	Orange HS/Van Eck	misc hrly rate	32.51	4/20/06	5/11/06	AP Exam Prep	1.5	48.77
21	Bokano, Alisha	Teacher	West Orange/Lansman	payment	110.00	8/25/05	8/26/05	Classroom Relocation	2	220.00
22	Borden, Sara	Teacher	Esplanade/Van Eck	misc hrly rate	32.51	3/21/06	3/21/06	Grade Level Planning	2.5	81.28
23	Bosworth, Janice	Teacher	Cerro Villa/Sterling	payment	110.00	8/19/05	8/29/05	Classroom Relocation	2	220.00
24	Bowman, Bess	Teacher	Esplanade/Van Eck	misc hrly rate	32.51	3/21/06	3/21/06	Grade Level Planning	2.5	81.28
25	Bowman-Johnson, R	Teacher	Olive/Smith	payment	110.00	8/29/05	9/3/05	Classroom Relocation	2	220.00
26	Boyce, Laura	Teacher	Nohl Canyon/Parker	payment	110.00	8/29/05	8/30/05	Classroom Relocation	2	220.00
27	Brady, Dan	Teacher	Orange HS/Van Eck	misc hrly rate	32.51	4/20/06	5/11/06	AP Exam Prep	3	97.53
28	Bryan, Cathy	Teacher	SpEd/Rohlander	misc hrly rate	32.51	3/13/06	3/16/06	Home Teacher	3	97.53
29	Buchmiller, Phyllis	Teacher	Esplanade/Anderson	payment	110.00	8/18/05	8/19/05	Classroom Relocation	2	220.00
30	Buchmiller, Phyllis	Teacher	Esplanade/Van Eck	misc hrly rate	32.51	3/21/06	3/21/06	Grade Level Planning	2.5	81.28
31	Buie, Dawn	Teacher	Canyon Rim/Van Eck	misc hrly rate	32.51	1/17/06	5/16/06	Math Club Coordinators	19	617.69

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT  
CERTIFICATED PERSONNEL

	Name	Position	Administrative Unit	Schedule/Step/Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
32	Burkhart, Shelli	Teacher	Riverdale/Ochoa	misc hrly rate	32.51	2/27/06	6/30/06	EL Tutoring	15	487.65
33	Bushman, Charles	Teacher	Canyon HS/Duncan	hrly rate	21.56	2/22/06	6/15/06	Saturday Detention	40	862.40
34	Buttrey, Glenna	Teacher	Orange HS/Van Eck	misc hrly rate	32.51	4/20/06	5/11/06	AP Exam Prep	3	97.53
35	Campbell, Kim	Teacher	West Orange/Lansman	payment	110.00	8/25/05	8/26/05	Classroom Relocation	2	220.00
36	Chaudhri, Surbhi	Teacher	Fairhaven/Stoces	payment	110.00	7/11/05	7/12/05	Classroom Relocation	2	220.00
37	Chaudhri, Surbhi	Teacher	Fairhaven/Van Eck	payment	110.00	3/2/06	3/29/06	Off Track Training	5	550.00
38	Chaudhri, Surbhi	Teacher	Fairhaven/Ochoa	misc hrly rate	32.51	3/20/06	3/24/06	Interession	20	650.20
39	Conley, Mary	Teacher	Anaheim Hills/Larson	payment	110.00	7/20/05	7/21/05	Classroom Relocation	2	220.00
40	Cooley, Steve	Teacher	Fairhaven/Ochoa	misc hrly rate	32.51	3/20/06	3/24/06	Interession	20	650.20
41	Correa, Diana	Teacher	Running Springs/Bowde	payment	110.00	6/21/05	6/23/05	Classroom Relocation	2	220.00
42	Craig, Merritt	Teacher	Cerro Villa/Sterling	payment	110.00	8/19/05	8/29/05	Classroom Relocation	2	220.00
43	Cycenas, Joan	Teacher	Serrano/Rubin	payment	110.00	8/25/05	8/26/05	Classroom Relocation	2	220.00
44	Dao, Vicky	Teacher	Lampson/Matassarini	payment	110.00	6/27/05	7/22/05	Classroom Relocation	2	220.00
45	Davis, Apryl	Teacher	West Orange/Lansman	payment	110.00	8/25/05	8/26/05	Classroom Relocation	2	220.00
46	De Novi, Karen	Teacher	Jordan/Anderson	payment	110.00	8/20/05	8/29/05	Classroom Relocation	2	220.00
47	De Palma, Natalie	Teacher	Crescent Prim/Ochoa	misc hrly rate	32.51	3/1/06	6/16/06	EL Tutoring	18.5	601.44
48	Detling, Jack	Teacher	Running Springs/Bowde	payment	110.00	6/21/05	6/23/05	Classroom Relocation	2	220.00
49	Devine, Kelly	Teacher	Taft/James	payment	110.00	7/1/05	7/31/05	Classroom Relocation	2	220.00
50	Devine, Kelly	Teacher	Taft/Van Eck	misc hrly rate	32.51	3/1/06	3/31/06	Family Liiteracy Night	7	227.57
51	Dieppa, Laurie	Teacher	Taft/Van Eck	misc hrly rate	32.51	3/1/06	3/31/06	Family Liiteracy Night	3	97.53
52	Disher, Dan	Teacher	Palmyra/Eslick	misc hrly rate	32.51	2/20/06	6/15/06	Native American Tutoring	200	6,502.00
53	Doesburg, Michel	Teacher	Sycamore/Rohlander	misc hrly rate	32.51	9/1/05	6/30/06	Support/Mentoring	15	487.65
54	Doyle, Mary	Teacher	Fairhaven/Stoces	payment	110.00	7/11/05	7/12/05	Classroom Relocation	2	220.00
55	Drake, Robert	Teacher	Orange HS/Van Eck	misc hrly rate	32.51	4/20/06	5/11/06	AP Exam Prep	3	97.53
56	Eagan, Jeanine	Teacher	California/Fisher	payment	110.00	3/21/05	6/21/05	Classroom Relocation	1	110.00
57	Edgeworth, David	Teacher	Yorba/Van Eck	misc hrly rate	32.51	3/14/06	3/14/06	Parent Engagement in Math	5	162.55
58	Erickson, Ellen	Teacher	Running Springs/Bowde	payment	110.00	7/22/05	7/25/05	Classroom Relocation	2	220.00
59	Felix, Linda	Teacher	Canyon Rim/Van Eck	misc hrly rate	32.51	1/17/06	5/16/06	Math Club Coordinators	19	617.69
60	Figueroa, Benjamin	Psycholog	West Orange/Rohlande	misc hrly rate	32.51	9/1/05	2/28/06	Translated IEP Documents	15	487.65
61	Filson, Lisa	Teacher	Fairhaven/Stoces	payment	110.00	7/11/05	7/12/05	Classroom Relocation	2	220.00
62	Florento, Sheila	Teacher	Riverdale/Ochoa	misc hrly rate	32.51	2/27/06	6/30/06	EL Tutoring	15	487.65
63	Fordham, Andrea	Teacher	Running Springs/Bowde	payment	110.00	6/21/05	6/23/05	Classroom Relocation	2	220.00
64	Foreman Amelia	Teacher	Orange HS/Van Eck	misc hrly rate	32.51	4/20/06	5/11/06	AP Exam Prep	1.5	48.77
65	Garcia, Adriana	Teacher	California/Fisher	payment	110.00	6/21/05	6/21/05	Classroom Relocation	1	110.00

Staff Responsibility:  
Ed Kissee, Assistant Superintendent-Human Resources

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT  
CERTIFICATED PERSONNEL

	Name	Position	Administrative Unit	Schedule/Step/Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
66	Gibbons, Michael	Teacher	Orange HS/Johnson	payment	110.00	8/29/05	8/30/05	Classroom Relocation	2	220.00
67	Gonzales, Patricia	Teacher	Taft/Van Eck	payment	110.00	3/6/06	4/5/06	Off Track Training	5	550.00
68	Gonzales, Patricia	Teacher	Taft/Van Eck	misc hrly rate	32.51	3/1/06	3/31/06	Family Literacy Night	2.5	81.28
69	Gould, Sara	Teacher	Cambridge/Hausner	payment	110.00	7/20/05	7/21/05	Classroom Relocation	2	220.00
70	Gout, Heather	Teacher	Running Springs/Bowden	payment	110.00	7/22/05	7/25/05	Classroom Relocation	2	220.00
71	Green, Andrew	Teacher	Jordan/Anderson	payment	110.00	8/20/05	8/29/05	Classroom Relocation	2	220.00
72	Green, Lisa	Teacher	Jordan/Anderson	payment	110.00	8/20/05	8/29/05	Classroom Relocation	2	220.00
73	Green, Lisa	Teacher	Jordan/Van Eck	misc hrly rate	32.51	3/20/06	6/16/06	Intervention	28	910.28
74	Greer, Tracy	Teacher	Serrano/Rubin	payment	110.00	8/25/05	8/26/05	Classroom Relocation	2	220.00
75	Guenon, Judy	Teacher	Lampson/Ochoa	misc hrly rate	32.51	3/1/06	4/22/06	Tutoring	20	650.20
76	Hablani, Radha	Teacher	Lampson/Ochoa	misc hrly rate	32.51	3/1/06	4/22/06	Tutoring	20	650.20
77	Hansbury, Edward	Teacher	ROP/Roney	hrly rate	28.19	3/1/06	6/13/06	Curriculum Writing	75	2,114.25
78	Harber, Shelley	Teacher	Running Springs/Bowden	payment	110.00	7/22/05	7/25/05	Classroom Relocation	2	220.00
79	Hawley, Jeff	Teacher	Anaheim Hills/Larson	payment	110.00	7/20/05	7/21/05	Classroom Relocation	2	220.00
80	Heller, Cindy	Teacher	Cambridge/Rohlander	misc hrly rate	32.51	2/1/06	6/16/06	Assist w/IEP's, Testing, Mtgs	20	650.20
81	Hemerson, Shelli	Teacher	Running Springs/Bowden	misc hrly rate	32.51	8/1/05	6/30/06	Native American Tutoring	60	1,950.60
82	Henton, Debbie	Teacher	Taft/Van Eck	payment	110.00	3/6/06	4/5/06	Off Track Training	5	550.00
83	Hermes, Anita	Teacher	Taft/Van Eck	payment	110.00	3/6/06	4/5/06	Off Track Training	5	550.00
84	Horeczko, Andrea	Teacher	Taft/Van Eck	misc hrly rate	32.51	3/1/06	3/31/06	Family Literacy Night	4	130.04
85	Huynh, Nona	Teacher	Taft/Van Eck	misc hrly rate	32.51	3/1/06	3/31/06	Family Literacy Night	2.5	81.28
86	Iadevaia, Deborah	Teacher	Esplanade/Anderson	payment	110.00	8/18/05	8/19/05	Classroom Relocation	2	220.00
87	Inman, Arlene	Teacher	Serrano/Eslick	misc hrly rate	32.51	9/10/05	6/6/06	Native American Tutoring	30	975.30
88	Ireland, Richard	Teacher	Jordan/Anderson	payment	110.00	8/20/05	8/29/05	Classroom Relocation	2	220.00
89	Irwin, Sandra	Teacher	Crescent Prim/Truex	payment	110.00	3/21/06	3/29/06	Off Track Training	5	550.00
90	Judy, Christine	Teacher	West Orange/Lansman	payment	110.00	8/25/05	8/26/05	Classroom Relocation	2	220.00
91	Kempczenski, Linda	Teacher	Olive/Smith	payment	110.00	8/29/05	9/3/05	Classroom Relocation	2	220.00
92	Kent, Suzanne	Teacher	West Orange/Lansman	payment	110.00	8/25/05	8/26/05	Classroom Relocation	2	220.00
93	Kenyon, Kami	Teacher	Orange HS/Ochoa	hrly rate	58.06	2/24/06	6/16/06	Extra Period	75	4,354.50
94	Kesoglou, Janet	Teacher	Lampson/Matassarini	payment	110.00	6/27/05	7/22/05	Classroom Relocation	2	220.00
95	Kim, Jennifer	Teacher	California/Fisher	payment	110.00	6/21/05	6/21/05	Classroom Relocation	1	110.00
96	Kim, Kathy	Teacher	Canyon Rim/Van Eck	payment	110.00	3/21/05	3/29/05	Off Track Training	5	550.00
97	Kirkwood, Kirstan	Teacher	Cambridge/Rohlander	misc hrly rate	32.51	2/1/06	6/16/06	Assist w/IEP's, Testing, Mtgs	20	650.20
98	Koehler, Jessica	Teacher	West Orange/Lansman	payment	110.00	8/25/05	8/26/05	Classroom Relocation	2	220.00
99	Kruhman-Sweaza, Liz	Teacher	Fairhaven/Ochoa	misc hrly rate	32.51	3/20/06	3/24/06	Intersession	20	650.20

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CERTIFICATED PERSONNEL

	Name	Position	Administrative Unit	Schedule/Step/Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
100	Kvalstad, Nancy	Teacher	Fairhaven/Ochoa	misc hrly rate	32.51	3/20/06	3/24/06	Intercession	20	650.20
101	Lane, Dawn	Teacher	Taft/Van Eck	misc hrly rate	32.51	3/1/06	3/31/06	Family Liiteracy Night	4	130.04
102	Lawrence, Mary	Teacher	Sycamore/Reynolds	payment	110.00	7/1/05	9/30/05	Classroom Relocation	2	220.00
103	Le, Mylinh	Teacher	SpEd/Rohlander	per diem	310.79	3/20/06	3/31/06	Helping T track Speech	10	3,107.86
104	Lerman, Joan	Teacher	SpEd/Rohlander	payment	110.00	7/20/05	7/21/05	Classroom Relocation	2	220.00
105	Lipson, Gayle	Teacher	Prospect/Van Eck	misc hrly rate	32.51	1/3/06	6/30/06	Analysis Assessment	20	650.20
106	Lockyer, Karen	Teacher	Fairhaven/Stoces	payment	110.00	7/11/05	7/12/05	Classroom Relocation	2	220.00
107	Lockyer, Karen	Teacher	Fairhaven/Van Eck	payment	110.00	3/21/06	3/29/06	Off Track Training	5	550.00
108	Lundy, Sandi	Teacher	Curriculum/Roney	misc hrly rate	32.51	5/9/06	6/4/06	Art Expo Consultant	20	650.20
109	Martel-Cody, Anne	Teacher	Fairhaven/Van Eck	payment	110.00	3/21/06	3/29/06	Off Track Training	5	550.00
110	Martinez, Melissa	Teacher	Fairhaven/Ochoa	misc hrly rate	32.51	3/20/06	3/24/06	Intercession	20	650.20
111	Martinez, Tiffany	Teacher	Crescent Prim/Truex	payment	110.00	7/20/05	7/21/05	Classroom Relocation	2	220.00
112	Matos, Andres	Teacher	Esplanade/Anderson	payment	110.00	8/18/05	8/19/05	Classroom Relocation	2	220.00
113	Maxfield, Victoria	Teacher	Serrano/Rubin	misc hrly rate	32.51	9/1/05	5/31/06	Instructor for SETV	35.5	1,154.11
114	Maxwell, David	Teacher	West Orange/Lansman	payment	110.00	8/25/05	8/26/05	Classroom Relocation	2	220.00
115	Maynard, Jan	Teacher	California/Van Eck	misc hrly rate	32.51	2/21/06	4/30/06	SES Tutoring	35	1,137.85
116	McCullough, Mary	Teacher	Esplanade/Anderson	payment	110.00	8/18/05	8/19/05	Classroom Relocation	2	220.00
117	McGowan, Jeannie	Teacher	Lampson/Van Eck	misc hrly rate	32.51	2/1/06	6/30/06	Extended Learning Time	20	650.20
118	Meehlis, Anthonoy	Teacher	Esplanade/Anderson	payment	110.00	8/18/05	8/19/05	Classroom Relocation	2	220.00
119	Mips, Stephanie	Teacher	Esplanade/Anderson	payment	110.00	8/18/05	8/19/05	Classroom Relocation	2	220.00
120	Mitten, Scott	Teacher	Jordan/Anderson	payment	110.00	8/20/05	8/29/05	Classroom Relocation	2	220.00
121	Moberly, Gina	Teacher	Nohl Canyon/Parker	payment	110.00	8/29/05	8/30/05	Classroom Relocation	2	220.00
122	Morris-Williamson, De	Teacher	Anaheim Hills/Larson	payment	110.00	7/20/05	7/21/05	Classroom Relocation	2	220.00
123	Mull, Brian	Teacher	Orange HS/Van Eck	misc hrly rate	32.51	4/20/06	5/11/06	AP Exam Prep	1.5	48.77
124	Murphy, Dawn	Teacher	Yorba/Van Eck	misc hrly rate	32.51	3/14/06	3/14/06	Parent Engagement in Math	5	162.55
125	Murphy, Patrick	Teacher	Villa Park HS/Stoterau	misc hrly rate	32.51	2/1/06	5/30/06	MS Honor Band Director	9.5	308.85
126	Netherton, Pam	Teacher	Yorba/Van Eck	misc hrly rate	32.51	3/14/06	3/14/06	Parent Engagement in Math	5	162.55
127	Nghiem, Hieu	Teacher	Lampson/Matassarini	payment	110.00	6/27/05	7/22/05	Classroom Relocation	2	220.00
128	Nygaard, Kathleen	Teacher	Olive/Smith	payment	110.00	8/29/05	9/3/05	Classroom Relocation	2	220.00
129	Okada, Marcie	Teacher	Taft/Van Eck	payment	110.00	3/6/06	4/5/06	Off Track Training	5	550.00
130	Okada, Marcie	Teacher	Taft/Van Eck	misc hrly rate	32.51	3/1/06	3/31/06	Family Liiteracy Night	2.5	81.28
131	Oliva, Keri	Teacher	Running Springs/Bowde	payment	110.00	7/22/05	7/25/05	Classroom Relocation	1	110.00
132	Pacelli, Angela	Teacher	Lampson/Matassarini	payment	110.00	6/27/05	7/22/05	Classroom Relocation	2	220.00
133	Paoli, Amy	Teacher	Taft/James	payment	110.00	7/11/05	7/12/05	Classroom Relocation	2	220.00

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134	Patterson, Nicole	Teacher	Fairhaven/Stoces	payment	110.00	7/11/05	7/12/05	Classroom Relocation	2	220.00
135	Pena, Kelly	Teacher	Running Springs/Bowde	payment	110.00	7/22/05	7/25/05	Classroom Relocation	1	110.00
136	Perkins, Carol	Teacher	Orange HS/Van Eck	misc hrly rate	32.51	4/20/06	5/11/06	AP Exam Prep	4	130.04
137	Petersen, Marianne	Teacher	Orange HS/Johnson	payment	110.00	8/26/05	8/26/05	Classroom Relocation	1	110.00
138	Pettibone, Sharon	Teacher	Serrano/Rubin	payment	110.00	8/25/05	8/26/05	Classroom Relocation	2	220.00
139	Pham, Ada	Teacher	Cambridge/Van Eck	misc hrly rate	32.51	3/6/06	6/30/06	After School Program	22	715.22
140	Powers, Andrea	Teacher	Taft/Van Eck	misc hrly rate	32.51	3/1/06	3/31/06	Family Liiteracy Night	2.5	81.28
141	Rabbitt, Elisabeth	Teacher	Fairhaven/Stoces	payment	110.00	7/11/05	7/12/05	Classroom Relocation	2	220.00
142	Raburn, Patricia	Teacher	Cambridge/Hausner	payment	110.00	7/20/05	7/21/05	Classroom Relocation	2	220.00
143	Randall, Tara	Teacher	Lampson/Van Eck	misc hrly rate	32.51	2/1/06	6/30/06	Extended Learning Time	20	650.20
144	Ray, Robin	Teacher	Sycamore/Reynolds	payment	110.00	7/1/05	9/30/05	Classroom Relocation	2	220.00
145	Reyes, Jane	Teacher	Esplanade/Anderson	payment	110.00	8/18/05	8/19/05	Classroom Relocation	2	220.00
146	Rockwell, I Pamela	Teacher	Anaheim Hills/Larson	payment	110.00	7/20/05	7/21/05	Classroom Relocation	2	220.00
147	Roman, Patricia	Teacher	Taft/Van Eck	misc hrly rate	32.51	3/1/06	3/31/06	Family Liiteracy Night	2.5	81.28
148	Rose, Jamie	Teacher	Nohl Canyon/Parker	payment	110.00	8/29/05	8/30/05	Classroom Relocation	2	220.00
149	Rose, Cindy	Teacher	Running Springs/Bowde	payment	110.00	6/21/05	6/23/05	Classroom Relocation	2	220.00
150	Roth, Todd	Teacher	Lampson/Matassarini	payment	110.00	6/27/05	7/22/05	Classroom Relocation	2	220.00
151	Roundy, Paul	Teacher	Orange HS/Van Eck	misc hrly rate	32.51	4/20/06	5/11/06	AP Exam Prep	1.5	48.77
152	Ryan, Mitchell	Teacher	Orange HS/Van Eck	misc hrly rate	32.51	4/20/06	5/11/06	AP Exam Prep	5	162.55
153	Said, Christy	Teacher	Esplanade/Anderson	payment	110.00	8/18/05	8/19/05	Classroom Relocation	2	220.00
154	Savage, Diana	Teacher	Linda Vista/Rohlander	stipend	345.00	3/6/06	3/10/06	Outdoor Science School	1	345.00
155	Scott-Griffith, Christie	Teacher	Esplanade/Van Eck	misc hrly rate	32.51	3/21/06	3/21/06	Grade Level Planning	2.5	81.28
156	Self, Gino	Teacher	Riverdale/Ochoa	misc hrly rate	32.51	2/27/06	6/30/06	EL Tutoring	15	487.65
157	Shaw, Katherine	Teacher	Fletcher/Varela	payment	110.00	6/21/05	6/22/05	Classroom Relocation	2	220.00
158	Sheppard, Lori	Teacher	Fletcher/Ochoa	misc hrly rate	32.51	3/1/06	4/21/06	EL Tutoring	20	650.20
159	Shipman, Lisa	Teacher	Fairhaven/Ochoa	misc hrly rate	32.51	3/20/06	3/24/06	Intersession	20	650.20
160	Simon, Renee	Teacher	Fairhaven/Stoces	payment	110.00	7/11/05	7/12/05	Classroom Relocation	2	220.00
161	Sinnema, Trace	Teacher	California/Fisher	payment	110.00	6/21/05	6/21/05	Classroom Relocation	1	110.00
162	Smith, Carrie	Teacher	Nohl Canyon/Parker	payment	110.00	8/29/05	8/30/05	Classroom Relocation	2	220.00
163	Smith, Julie	Teacher	Esplanade/Van Eck	misc hrly rate	32.51	3/21/06	3/21/06	Grade Level Planning	2.5	81.28
164	Smith, Kelly	Teacher	SpEd/Rohlander	per diem	321.67	3/20/06	3/31/06	Helping T track Speech	10	3,216.65
165	Smith, Kristina	Teacher	Running Springs/Bowde	payment	110.00	7/22/05	7/25/05	Classroom Relocation	1	110.00
166	Smith, Sherry	Teacher	Cambridge/Hausner	payment	110.00	7/20/05	7/21/05	Classroom Relocation	2	220.00
167	Song, Betsy	Teacher	Chapman Hills/Merkow	payment	110.00	8/18/05	8/19/05	Classroom Relocation	2	220.00

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CERTIFICATED PERSONNEL

	Name	Position	Administrative Unit	Schedule/Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
168	Spargur, Susie	Teacher	Chapman Hills/Merkow	payment	110.00	8/18/05	8/19/05	Classroom Relocation	2	220.00
169	Stone, Lisa	Teacher	Riverdale/Ochoa	misc hrly rate	32.51	2/27/06	6/30/06	EL Tutoring	15	487.65
170	Sudakoff, Racheal	Teacher	Riverdale/Ochoa	misc hrly rate	32.51	2/27/06	6/30/06	EL Tutoring	15	487.65
171	Taing, Connie	Teacher	Fairhaven/Stoces	payment	110.00	7/11/05	7/12/05	Classroom Relocation	2	220.00
172	Taing, Connie	Teacher	Fairhaven/Van Eck	payment	110.00	3/21/06	3/29/06	Off Track Training	5	550.00
173	Takacs, Gabor	Teacher	Canyon HS/Duncan	misc hrly rate	21.56	1/3/06	6/15/06	After School Detention	30	646.80
174	Tanioka, Chris	Teacher	Anaheim Hills/Larson	payment	110.00	7/20/05	7/21/05	Classroom Relocation	2	220.00
175	Thomas, Mary	Teacher	Prospect/Van Eck	misc hrly rate	32.51	2/21/06	4/30/06	SES Tutoring	72	2,340.72
176	Thompson, Jodi	Teacher	Lampson/Matassarin	payment	110.00	6/27/05	7/22/05	Classroom Relocation	2	220.00
177	Timoshuk, Christine	Teacher	Running Springs/Bowde	payment	110.00	6/21/05	6/23/05	Classroom Relocation	2	220.00
178	Tomeo, Ann	Teacher	Riverdale/Ochoa	misc hrly rate	32.51	2/27/06	6/30/06	EL Tutoring	15	487.65
179	Torres, Rick	Teacher	Cambridge/Hausner	payment	110.00	7/20/05	7/21/05	Classroom Relocation	2	220.00
180	Tran, Hoai	Teacher	California/Fisher	payment	110.00	6/21/05	6/21/05	Classroom Relocation	1	110.00
181	Trenner, Denise	Teacher	Taft/Van Eck	misc hrly rate	32.51	3/1/06	3/31/06	Family Liiteracy Night	4	130.04
182	Turner, Billie	Teacher	Riverdale/Ochoa	misc hrly rate	32.51	2/27/06	6/30/06	EL Tutoring	15	487.65
183	Verdone, Pamela	Teacher	Anaheim Hills/Larson	payment	110.00	7/20/05	7/21/05	Classroom Relocation	2	220.00
184	Vitullo, Mary	Teacher	Cambridge/Hausner	payment	110.00	7/20/05	7/21/05	Classroom Relocation	2	220.00
185	Wales, Scott	Teacher	Yorba/Roney	misc hrly rate	32.51	2/6/06	6/15/06	Tutoring	80	2,600.80
186	Wales, Scott	Teacher	Yorba/Van Eck	misc hrly rate	32.51	3/14/06	3/14/06	Parent Engagement in Math	5	162.55
187	Wall, Brenda	Teacher	Taft/Van Eck	payment	110.00	3/6/06	4/5/06	Off Track Training	5	550.00
188	Wall, Brenda	Teacher	Taft/Van Eck	misc hrly rate	32.51	3/1/06	3/31/06	Family Liiteracy Night	2.5	81.28
189	Walswick, Rosanne	Teacher	SpEd/Rohlander	misc hrly rate	32.51	3/6/06	6/30/06	Home Teacher	160	5,201.60
190	Wartbury, Elena	Teacher	Jordan/Anderson	payment	110.00	8/20/05	8/29/05	Classroom Relocation	2	220.00
191	Wartenberg, Christine	Teacher	Fairhaven/Stoces	payment	110.00	7/11/05	7/12/05	Classroom Relocation	2	220.00
192	Wielenga, Laurie	Teacher	Orange HS/Van Eck	misc hrly rate	32.51	4/20/06	5/11/06	AP Exam Prep	4.5	146.30
193	Willett, Charnine	Teacher	Crescent Prim/Truex	payment	110.00	7/20/05	7/21/05	Classroom Relocation	2	220.00
194	Williams, Vicki	Teacher	West Orange/Lansman	payment	110.00	8/25/05	8/26/05	Classroom Relocation	2	220.00
195	Wines, Jennifer	Teacher	Fairhaven/Stoces	payment	110.00	7/11/05	7/12/05	Classroom Relocation	2	220.00
196	Witten, Harold	Teacher	Canyon HS/Stoterau	misc hrly rate	32.51	2/1/06	5/30/06	MS Honor Band Director	9.5	308.85
197	Wooden, Juli	Teacher	Taft/Van Eck	payment	110.00	3/6/06	4/5/06	Off Track Training	5	550.00
198	Yip, Chanmony	Teacher	Fairhaven/Van Eck	payment	110.00	3/21/06	3/29/06	Off Track Training	5	550.00
199	Yip, Chanmony	Teacher	Fairhaven/Ochoa	misc hrly rate	32.51	3/20/06	3/24/06	Intersession	20	650.20
200	Zubiate, Estelle	Teacher	Jordan/Van Eck	misc hrly rate	32.51	3/6/06	5/26/06	Intervention	16	520.16

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CLASSIFIED AND CERTIFICATED PERSONNEL REPORT  
CERTIFICATED PERSONNEL

	Name	Position	Administrative Unit	Schedule/Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
		EXTRA PAY PROJECT - COACHING STIPENDS								
	Vicario, Alex	Teacher	Orange HS/Johnson	Stipend	2,000.00	2/13/06	5/31/06	Varsity Boys' Baseball	1	2,000.00

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CLASSIFIED AND CERTIFICATED PERSONNEL REPORT  
CLASSIFIED PERSONNEL

Name	Position	Administrative Unit	Range/Step	Rate	Eff. From	Eff. To	Comments
<b>EMPLOYMENT</b>							
<b>Hourly</b>							
Bernard, Julia	Sr Food Service Assistant/ Yorba MS	Nutrition Services/ Pollock	23/1 (53)	\$ 11.20	2/28/2006		Replacement for A. Laris
Chen, Tina	Inst. Asst.-SDC/ Crescent Intermediate	Special Education/ Rohlander	26/1 (53)	\$ 12.06	2/7/2006		Replacement for D. Ruey
Cockrell, Eric	Child Care Aide/ Anaheim Hills ES	School Age Care/ Stephens	14/1 (53)	\$ 9.28	2/27/2006		Replacement for L. Alcazar
Coleman, Ashley	Inst. Asst.-SDC SH/ Canyon Hills TMR	Special Education/ Rohlander	28/1 (53)	\$ 12.69	2/28/2006		Replacement for P. Montano
Gonzales, Patrick	Inst. Asst.-Severely Disabled/ Transporation	Special Education/ Rohlander	28/1 (53)	\$ 12.69	2/28/2006		Replacement for A. Muyot
Mayes, Nicolas	Inst. Asst.-SDC/ Canyon Hills ES	Special Education/ Rohlander	28/1 (53)	\$ 12.69	2/24/2006		Replacement for C. De La Riva
O'Campo, Lizette	Inst. Asst.-Pre K/ Parkside	Special Education/ Rohlander	26/1 (53)	\$ 12.06	2/27/2006		Replacement for V. O'Campo
Plowman, Darryl	Inst. Asst.-SDC/ El Modena HS	Special Education/ Rohlander	26/2 (53)	\$ 12.69	2/28/2006		Replacement for L. Kelly
Thompson, Jenny	Inst. Asst.-SDC/ Canyon Rim ES	Special Education/ Rohlander	26/1 (53)	\$ 12.06	2/23/2006		Replacement for A. Fraser
Williamson, Holly	Inst. Asst.-SDC/ Crescent Primary	Special Education/ Rohlander	26/1 (53)	\$ 12.06	3/6/2006		Replacement for I. Zavaleta
<b>Monthly</b>							
La Valle, Maria	Child Care Leader/ Itinerant	School Age Care/ Stephens	36/1 (50)	\$ 2,564.00	2/27/2006		Coverage for larger sites
<b>SHORT TERM EMPLOYMENT</b>							
Alevy, Lauren	AVID Tutor/ Orange HS	Orange HS/ Johnson	Per Hour	\$ 10.00	2/28/2006	6/15/2006	Not to Exceed \$1,200.00

Staff Responsibility: Ed Kissee  
Assistant Superintendent - Human Resources

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT  
CLASSIFIED PERSONNEL

Name	From	To	Eff. From	Date To	Comments
<b>EMPLOYMENT CHANGE</b>					
<b>Hourly</b>					
Mickel, Michele	Instructional Assistant	Instructional Assistant	3/2/2006		Transfer, replacing F. Hollender
	Special Education	Sycamore ES			
	26/2 (53)	24/3 (53)			
	9.5 mos/3 hrs	9.5 mos/3.5 hrs			
<b>Monthly</b>					
Ragland, Bonnie	Child Care Assistant Leader	Child Care Leader	2/27/2006		Promotion, coverage for larger sites
	Serrano ES	Itinerant			
	23/6 (50)	36/1 (50)			
	12 mos/6 hrs	12 mos/8 hrs			

Staff Responsibility: Ed Kisse  
Assistant Superintendent - Human Resources

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT  
CLASSIFIED PERSONNEL

Name	Position	Administrative Unit	Schedule/ Step/Column	Rate	Eff. From	Date To	Comments
<b>SEPARATIONS</b>							
Apodaca, Adriana	CDC Aide	Child Development Center			2/14/2006		Resignation
Hardcastle, Jode	Instructional Assistant	Special Education			1/18/2006		Resignation
Khosronejad, Marjan	Instructional Assistant	Special Education			2/22/2006		Resignation
Lentz, Bryan	Instructional Assistant	Special Education			2/22/2006		Resignation
Marquez, Raymond	Custodian	Maintenance & Operations			2/22/2006		Dismissal
Ramirez, Mary	Sr Central Kitchen Assistant	Nutrition Services			2/21/2006		Dismissal
Scott, Kathleen	Instructional Assistant	Special Education			2/16/2006		Resignation
Trujillo, Cynthia	School Secretary HSAP	Orange HS			3/3/2006		Resignation

Staff Responsibility: Ed Kissee  
Assistant Superintendent - Human Resources

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT  
CLASSIFIED PERSONNEL

Name	Position	Administrative Unit	Schedule/ Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
	<b>EXTRA PAY PROJECT-COACHING STIPENDS</b>								
Melton, Matt	Walk-On Coach	Canyon HS/Duncan	Stipend	1,000.00	11/1/05	2/28/06	Girls' Basketball/Booster Pd.	1	1,000.00
Allaire, Andrew	Walk-On Coach	Orange HS/Johnson	Stipend	800.00	2/13/06	5/31/06	F/S Boys' Baseball/Booster	1	800.00
Mojica, David	Walk-On Coach	Villa Park HS/Rich	Stipend	1,186.73	9/1/05	1/30/06	Girls' Softball/Booster Pd.	1	1,186.73
Knox, Anna	Walk-On Coach	Villa Park HS/Rich	Stipend	1,304.00	2/24/06	6/30/06	Girls' Cheer	1	1,304.00

Staff Responsibility: Ed Kissee  
Assistant Superintendent, Human Resources

TOPIC:	<b>STUDENT TEACHER ASSIGNMENTS/AGREEMENTS</b>
DESCRIPTION:	<p>It has long been the policy of the Orange Unified School District to cooperate with neighboring colleges/universities in assisting with teacher-training programs to provide educational fieldwork experiences in our schools for student teachers.</p> <p>These experiences are under the direct supervision and instruction of certificated employees of the District for a period not to exceed one semester. The college/university is responsible to direct, supervise and evaluate the performance of the student teacher cooperatively with District employees.</p>
FISCAL IMPACT:	This item has no fiscal impact.
RECOMMENDATION:	It is recommended that the Board of Education approve the attached student teaching assignment lists.

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT  
CERTIFICATED PERSONNEL

School	Student Teacher	Assignment	Begin Date	End Date	Master Teacher	University	Units
<b>STUDENT TEACHER PLACEMENTS</b>							
Fairhaven	Keating, Mary Ellen	1st Gr.	3/8/06	6/16/06	Laura Sire	CSUF	5.0
Prospect	Khashen, Amer	RSP	3/7/06	5/12/06	Debbie Ashmore	CSUF	5.0
Crescent Inter.	Jarvi, Rene	P.E.	3/27/06	6/9/06	Kay Pugh	CSU, Pomona	10.0
Portola	Casto, Tom	P.E.	3/27/06	6/9/06	Scott Clark	CSU, Pomona	10.0
California	Clark, Kathleen	2nd Gr.	9/1/05	12/16/05	Patricia Gallegly	Chapman	5.0
Canyon Rim	Orzol, Holly	1st Gr.	9/1/05	12/16/05	Barbara Haitbrink	Chapman	5.0
Canyon Rim	Orzol, Holly	1st Gr.	9/1/05	12/16/05	Barbara Haitbrink	Chapman	5.0
Cerro Villa MS	Sanchez, Mateo	Retention	9/1/05	12/16/05	Valerie Gotts	Chapman	10.0
El Modena HS	Vaughan, Jennifer	Math	5/30/05	7/30/05	Owen Torkelson	Chapman	10.0
El Modena HS	Young, Lauri	ELD	5/30/05	7/30/05	Ken Widdall	Chapman	10.0
Fletcher	Stewart, Amanda	1st Gr.	9/1/05	12/16/05	Sandy Barklow	Chapman	5.0
Fletcher	Jackson, Vince	1st Gr.	9/1/05	12/16/05	Sandy Barklow	Chapman	5.0
Fletcher	Null, Laura	1st Gr.	9/1/05	12/16/05	Sandy Barklow	Chapman	5.0
Fletcher	Pashley, Meredith	3rd Gr.	9/1/05	12/16/05	Susan Finch	Chapman	5.0
Fletcher	Cary, Dustin	3rd Gr.	9/1/05	12/16/05	Susan Finch	Chapman	5.0
Fletcher	Paxton, Lara	3rd Gr.	9/1/05	12/16/05	Susan Finch	Chapman	5.0
Fletcher	Dickson, Lauren	Kdg.	9/1/05	12/16/05	Irene Killian	Chapman	5.0
Fletcher	Emerson, Jillian	Kdg.	9/1/05	12/16/05	Irene Killian	Chapman	5.0
Fletcher	Brown, Adrienne	Kdg.	9/1/05	12/16/05	Irene Killian	Chapman	5.0
Fletcher	Walker, Kristina	Kdg.	9/1/05	12/16/05	Irene Killian	Chapman	5.0
Fletcher	White, Stephanie	6th Gr.	9/1/05	12/16/05	John McCarthy	Chapman	5.0
Fletcher	Miller, Jodi	6th Gr.	9/1/05	12/16/05	John McCarthy	Chapman	5.0
Fletcher	MacKoul, Mary	6th Gr.	9/1/05	12/16/05	John McCarthy	Chapman	5.0
Fletcher	Prophet, Melissa	2nd Gr.	9/1/05	12/16/05	Eve Page	Chapman	5.0
Fletcher	Wirtz, Julie	2nd Gr.	9/1/05	12/16/05	Eve Page	Chapman	5.0
Fletcher	Miyasaki, Marissa	3rd Gr.	9/1/05	12/16/05	Lori Sheppard	Chapman	5.0
Fletcher	Hughes, Britanya	3rd Gr.	9/1/05	12/16/05	Lori Sheppard	Chapman	5.0
Fletcher	Cary, Shannon	3rd Gr.	9/1/05	12/16/05	Lori Sheppard	Chapman	5.0
Fletcher	Ballew, Mehnle	2/3 Combo	9/1/05	12/16/05	Eileen Slipakoff	Chapman	5.0
Fletcher	Pawling, Lisa	2/3 Combo	9/1/05	12/16/05	Eileen Slipakoff	Chapman	5.0
Fletcher	McClelland, Shannon	2/3 Combo	9/1/05	12/16/05	Eileen Slipakoff	Chapman	5.0
Orange HS	Morgan, Jeff	Earth Science	9/1/05	12/16/05	Caylin Ledterman	Chapman	10.0
Orange HS	Scott, Anjanette	ELD	5/30/05	7/30/05	Kami Kenyon	Chapman	10.0

Staff Responsibility: Ed Kisse  
Assistant Superintendent, Human Resources

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT  
CERTIFICATED PERSONNEL

School	Student Teacher	Assignment	Begin Date	End Date	Master Teacher	University	Units
Orange HS	Garzo, Axel	English	5/30/05	7/30/05	Yasmin Vali	Chapman	10.0
Orange HS	Cutler, James Rod	English	9/1/05	12/16/05	John Haug	Chapman	10.0
Orange HS	Willey, Elizabeth	Language Arts	9/1/05	12/16/05	Glenna Buttrey	Chapman	10.0
Orange HS	Morales, Alicia	Social Science	9/1/05	12/16/05	Peter Tavoularis	Chapman	10.0
Orange HS	Gruber, Brandon	Social Science	9/1/05	12/16/05	Peter Tavoularis	Chapman	10.0
Orange HS	Ulmer, Michael	Social Science	9/1/05	12/16/05	Peter Tavoularis	Chapman	10.0
Orange HS	Carrillo, Danny	Social Science	9/1/05	12/16/05	Peter Tavoularis	Chapman	10.0
Santiago MS	Olcken, F.	Math	9/1/05	12/16/05	Anna Adams	Chapman	10.0
Villa Park HS	Vaughan, Jennifer	Math	9/1/05	12/16/05	David Lee	Chapman	10.0
Villa Park HS	Howerton, Kourtine	English	9/1/05	12/16/05	Jennifer Diekman	Chapman	10.0
Canyon Hills	Bonofiglio, Josheph	SDC-Moderate	3/27/06	6/2/06	Martin Killeen	National	5.0

Staff Responsibility: Ed Kissee  
Assistant Superintendent, Human Resources



TOPIC:	<b>TEACHER ASSIGNMENT/CONSENT</b>
DESCRIPTION:	<p>The California Education Code authorizes provisions, as listed, whereby teachers may be allowed to teach outside their credential area if they meet the standards prescribed by law, and if they give their consent to such an assignment.</p> <p>The teachers whose names are listed on the attached report have met the requirements, have consented to the assignment, have previous experience in teaching the subject matter, and have been judged by the site administrator to be competent in the subject matter. Likewise, all other means of credentialing and reassignment have been explored. The passage of this report will allow us to remain compliant with SB 435, which requires that all teachers be appropriately assigned.</p>
FISCAL IMPACT:	This item has no fiscal impact.
RECOMMENDATION:	It is recommended that the Board of Education approve the Teacher Assignment/Consent Report as presented.

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT  
CERTIFICATED PERSONNEL

TEACHER ASSIGNMENT/CONSENT			
NAME	SCHOOL	ASSIGNMENT	ED CODE
Moore, Michelle Renee	Portola MS	History	44256(b)
Riggio, Michael	Yorba MS	US History	44258.2
Snyder, Gary P.	Yorba MS	English	44256(b)
Snyder, Gary P.	Yorba MS	Social Science	44256(b)

Staff Responsibility:  
Ed Kisse, Assistant Superintendent-Human Resource

TOPIC: **CLASSIFIED POSITION ADJUSTMENT: PLANNING ANALYST/SENIOR PLANNING ANALYST**

DESCRIPTION: The Planning Analyst position in the Facilities Department is open and unfilled. The position is currently set at leadership pay range 67. The current position maintains educational and experiential requirements which makes it difficult to secure a suitable candidate. In order to address the needs presented by the fact that the current Planning Analyst position remains unfilled, it is recommended that a new position be approved with the title of Planning Analyst (see attached job description) at the lower leadership pay range 52.

The job description for the recommended new position with the title of Planning Analyst contains essential duties which are set at a lower scope of responsibility than those found in the current job description. Although lower in scope, the required duties still would provide the service that the District currently needs in the Facilities Department.

It is also recommended that the current position be re-titled to Senior Planning Analyst, and that the position be retained, but not filled, at the present time. This position would maintain the same job description and pay range.

FISCAL IMPACT: The higher level Senior Planning Analyst position is currently budgeted and open and would not be filled at this time. This recommended action, therefore, would result in an annualized net savings of approximately \$8500.

RECOMMENDATION: It is recommended that the Board of Education approve the addition of one new position for Planning Analyst (see attached job description), to be assigned to leadership pay range 52. It is also recommended that the current open Planning Analyst position be re-titled to Senior Planning Analyst (with the same job description) and that the position be retained, but not filled at the present time without additional Board action.

## ORANGE UNIFIED SCHOOL DISTRICT

### PLANNING ANALYST

#### **DEFINITION**

Under the direction of the Executive Director of Facilities and Planning, coordinates and administers facilities planning activities related to new school construction, modernization of existing schools, acquisition and installation of relocatable classrooms, development of district relations with government agencies with whom the District interacts regarding school facilities policies and issues and other support activities, including the community use of district facilities.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include but are not limited to the following:

Under the direction of the Executive Director of Facilities and Planning and/or the Senior Planning Analyst, assists in gathering source information for documents, reports, and estimates as may be necessary for submittal to the Office of Public School Construction (OPSC), Department of Education (CDE), Department of Toxic Substances Control (DTSC), any other state or local agencies, and the Board of Education.

Prepare draft documents, reports and estimates for review and approval by the Executive Director of Facilities and Planning and/or Senior Planning Analyst. The documents include but are not limited to OPSC, CDE and DTSC forms, Developer Fee studies, enrollment projections and reports for presentation to the Board of Education.

Maintain the geo-coded student database and attendance area maps. Research and field verify boundary areas to resolve issues of attendance with other districts and between district schools.

Develop relationships with city and county building and planning departments to record approved and proposed residential development in the district. Maintain geo-coded maps of proposed and approved residential developments.

Attend Orange County Department of Education (OCDE) facility planners meetings and seminars hosted by the Coalition for Adequate School Housing (CASH), the California Association of School Business Officials (CASBO) or other such organizations and agencies as may offer training and updates for facility planners.

When necessary, travel to Sacramento to attend State Allocation Board (SAB) meetings, SAB Implementation Committee meetings and meetings with various State agencies.

#### **QUALIFICATIONS**

##### Familiarity with:

California Department of Education, Office of Public School Construction, State Allocation Board and other State and local programs and forms;

Applicable sections of California Codes including but not limited to the Education Code (including the Civic Center Act), Government Code, Administrative Code, Title V and California Environmental Quality Act and administrative regulations published by the California Department of Education, Office of Public School Construction, State Allocation Board and other State and local agencies;

Appraisal information and procedures;

## ORANGE UNIFIED SCHOOL DISTRICT

### **PLANNING ANALYST – Page 2**

Escrow procedures and authorizations;  
Long-range facilities planning and requirements;  
Local governmental operations;  
Planning information sources and research techniques.

#### **Ability to:**

Work cooperatively and effectively with developers, contractors, architects and others contacted in the course of performing work;  
Uniformly interpret and apply District policy to various facility user application requests and mediate user complaints and challenges;  
Use computer programs including but not limited to word processing, spreadsheets, data bases, Internet and ArcView geographic information systems.

#### **Language Ability and Interpersonal Communication:**

Ability to analyze data and information using established criteria, in order to determine consequences and to identify and select alternatives. Ability to compare, count, differentiate, measure and/or sort, as well as assemble, copy, record and transcribe data and information. Ability to classify, computerize, tabulate and categorize data. Ability to advise and provide interpretation to others about how to apply District, State and local agencies policies, procedures and standards to specific situations;  
Ability to utilize a variety of advisory data information such as budgets, variety of plans, ordinances, environmental guidelines, personnel guidebook, maps, technical operating manuals, statutes, procedures, guidelines and non-routine correspondence;  
Ability to communicate orally and in writing with District personnel, architects, engineers, inspectors, attorneys, developers, homeowners, business owners/operators and government agency personnel.

#### **Judgment and Situational Reasoning Ability:**

Ability to use functional reasoning in performing influence functions such as leading, teaching and advising;  
Ability to exercise the judgment and creativity required in situations involving the evaluation of information against sensory and/or judgmental criteria.

### **EXPERIENCE AND EDUCATION**

Any combination of experience and training that would likely provide the requisite knowledge, wisdom and skills is qualifying. A typical way to obtain the required knowledge and skills would be:

#### **Experience:**

Two (2) years of experience in facility planning, school construction, demographics or closely related areas, including the use of microcomputers utilizing geo-coded information systems.

## ORANGE UNIFIED SCHOOL DISTRICT

### PLANNING ANALYST – Page 3

#### Education:

Equivalent to completion of a two (2) years of post-secondary education from an accredited college or university in accounting, architecture, computer aided design (CAD), finance, planning, engineering, public administration or other closely related areas or equivalent specialized training and experience.

### **OTHER REQUIREMENTS**

#### **License Requirement**

Possession of a valid California Motor Vehicle Operator's License.

#### **Condition of Employment**

Insurability by the District's liability insurance carrier.

#### **Physical Fitness Requirements:**

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is regularly required to sit and talk or hear. The employee is occasionally required to stand, walk, use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; and stoop, kneel, crouch or crawl.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
- The employee must occasionally lift and/or move up to 50 pounds.

#### **Work Environment:**

- The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- Occasionally works in outside weather conditions.
- The noise level in the work environment is usually moderate.

TOPIC: **CONTRACT SERVICES REPORT – HUMAN RESOURCES**

DESCRIPTION: The following is a report of contract service items for Human Resources.

**JIM COX OF JK EDUCATIONAL ASSOCIATES, INC.**

Jim Cox of JK Educational Associates, Inc. will address BTSA/Induction program participants and their administrators at the annual Colloquium. This event serves as a culminating activity in which teachers exchange instructional strategies that have produced academic success for their students. This event will be held on May 22, and 24, 2006 in the District office board rooms from 4:00-7:00 p.m.

BTSA/Induction Program funds.....\$1,500  
01.00-7392-5850-1100-2140-501-501-000

FISCAL IMPACT: \$ 1,500

RECOMMENDATION: It is recommended that the Board of Education approve the Contract Services Report, Human Resources, as presented.

**TOPIC: CONTRACT SERVICES REPORT: EDUCATIONAL SERVICES**

**DESCRIPTION:** The following is a report of contract service items for Educational Services.

**IRONPOINT TECHNOLOGY** IronPoint's Content Management System (CMS) provides web-based migration for creating and updating web pages. CMS allows for customized templates which give a standardized look and feel to the district's website and increases ease of navigation. CMS is also a web-based application that allows for website development. By using customized headings and styles, design changes to the website will be simplified. End users will have the ability to edit their site's web pages. The district will be implementing CMS through a site license.  
Educational Technology . . . . .not to exceed . . . . . \$16,930  
01.00-7394-0-5843-0000-2420-603-401-000 (Davis)

**ORANGE COUNTY DEPARTMENT OF EDUCATION** The Orange County Superintendent of Schools shall provide intranet network support services to school districts within Orange County including payroll services, Internet filtering and data circuit network management for the 2005-06 school year. Terms of service include technical support and training.  
Information Services . . . . .not to exceed. . . . . \$11,040  
01.00-7394-0-5850-0000-7700-430-401-000 (Davis)

**PLATO LEARNING** Plato Learning provides student software for personalized instruction and standards-driven assessment. Plato Learning offers intervention solutions for the California High School Exit Exam, which includes electronic learning paths, self-paced curriculum, and content-based assessments. They are designed to help students acquire the skills tested on high stakes exams, by identifying skill gaps and targeting instruction. Students may access the software program from school or home. The district is adding 15 addition licenses for school use.  
CAHSEE Support . . . . . not to exceed . . . . . \$25,273  
01.00-6500-0-5843-5770-2420-207-207-000 (Roney/Gee)  
01.00-7055-0-5843-1132-2420-604-604-000 (Roney/Gee)

**SPECIAL EDUCATION STUDENT I.D. #283938** As the result of an IEP for a special education student, the school district has agreed to reimburse the parents for three vision therapy sessions obtained for their child during the 2005/06 school year. Reimbursement will be based on invoices & proof of payment submitted to the district.  
Special Education . . . . .not-to-exceed . . . . . \$500  
01-00-6500-0-5835-5001-2110-207-207-000 (Gee)



**SPECIAL EDUCATION  
STUDENT I.D. #212212**

Due to the unavailability of district transportation, the district has agreed to reimburse the parents for transporting their child, who is wheelchair bound, home from occupational therapy appointments, for the remainder of the 2005/06 school year. Reimbursement will be based on mileage forms submitted to the district.

Special Education . . . . .not-to-exceed . . . . . \$1,500  
01-00-6500-0-5835-5001-2110-207-207-000 (Gee)

**CHILD SHUTTLE**

The services of Child Shuttle are necessary in unique circumstances, when OUSD transportation is not available, to transport special education students from their homes to non public agencies during the 05/06 school year and extended school year. This agency charges \$30 per trip to transport students.

Special Education . . . . .not-to-exceed. . . . . \$30,000  
01-00-7240-0-5855-0000-3600-207-207-000 (Gee)

**SPECIAL EDUCATION  
STUDENT I.D. #273799**

As the result of a mediated agreement in OAH Case No.N2006-01-0746, the district has agreed to reimburse the parents for educational related expenses obtained for their child prior to March 2006. Reimbursement will be based on invoices & proof of payment submitted to the district.

Special Education . . . . .not-to-exceed. . . . . \$1,000  
01-00-6500-0-5835-5001-2110-207-207-000 (Gee)

**LAW OFFICES OF  
DANIELLE AUGUSTIN**

As the result of a mediated agreement in OAH Case No. N2006-01-0746, the district has agreed to pay reasonable and compensable attorney fees. Payment shall be made based on itemized billing statements submitted to the district.

Special Education . . . . .not-to-exceed. . . . . \$4,000  
01-00-6500-0-5835-5001-2110-207-207-000 (Gee)

**KRISTEN IVERSON, Ph.D.**

The professional services of Kristen Iverson, licensed psychologist, are required to provide evaluations and assessments for special education students during the 2005-2006 school year.

Special Education . . . . .not-to-exceed . . . . . \$2,000  
01.00-6500-0-5842-5770-1110-207-207-000 (Gee)

**SAN JOAQUIN COUNTY  
OFFICE OF EDUCATION  
CEDR SYSTEMS/SEIS**

The Pupil Services Department will contract with Center for Educational Research and Development (CEDR) Systems. CEDR is a department of the San Joaquin Office of Education. CEDR has developed several, web-based, data storage systems, mainly for public education. The system that our district is most familiar with is EdJoin, developed for Human Resources. The SEIS (Special Education Information System), is an Internet-based system for the collection, storage and use of data pertaining to special education students. It is designed for teachers to use in developing their IEP's and is enhanced with additional supporting functions, including MIS utility and incorporation of ACSA standards-based goals bank. Since it's inception in 2003, 42 SELPA's from all over California are active SEIS users. This cost is for the first year license, set-up and training. The renewal for subsequent years is less than half of the first year fee.

Special Education . . . . .not-to-exceed. . . . . \$31,290  
01.00-6500-0-5850-5770-1110-207-207-000 (Gee)

**ATKINSON, ANDELSON,  
LOYA, RUDD & ROMO**

The law firm of Atkinson, Andelson, Loya, Rudd & Romo assists the District in litigation of on-going special education matters.  
Legal Services Budget . . . . .not to exceed . . . . . \$50,000  
01-00-0000-0-5829-5001-2110-207-207-000 (Gee)

**PROQUEST INFORMATION  
& LEARNING**

Proquest Information and Learning provides SIRS Discover and SIRS Researcher, an online database which provides relevant, credible full text articles on social issues, science, history, government, the arts and humanities. The renewal subscription for SIRS Discover and SIRS Researcher covers the period from August 2005 through July 2007. The renewal amount for this period is \$14,662.  
Fee . . . . .not to exceed . . . . . \$14,662  
00-00-0000-0-5843-0000-2420-209-209-000 (Van Eck)

**DIANNE JOHNSON  
GRANT WRITER**

Dianne Johnson, grant writer, will work with the School Readiness Program and Pat Evans to write a four-year grant extension to the current State Preschool Grant. The grant focuses on providing preschools for Jordan and Sycamore, parent education, and a home visitation program. The grant will be written from March 1, 2006 through May 1, 2006. The School Readiness program will fund this consultant.  
Fee . . . . .not to exceed . . . . . \$5,000  
01.00-9205-5-5850-0001-2700-662-604-000 (Van Eck)

**SHIRIN ANSARI**

School Districts are required to provide an equitable share of federal monies to the private schools within their attendance boundaries. Dr. Ansari, Clinical Psychologist, founder and president of the Center for Learning and Behavioral Solution in Irvine, will conduct an in-service for Holy Family Cathedral staff regarding GATE students in the classroom and Brain Development techniques on April 28, 2006. Title II, Teacher Quality funds will provide for this service.  
Fee . . . . .not-to-exceed . . . . . \$400  
01.00-4035-6-5850-1323-2140-604-604-000 (VanEck)

**TEEN AWARENESS  
INC./CHOICES**

Teen Awareness, Inc. will give two presentations of its "CHOICES" Sexual Abstinence Program at Covenant Christian School. The topics covered will include Making Healthy Decisions, Avoiding STDs (including HIV/AIDS), Understanding Teen Pregnancy, Developing Healthy Relationships and Learning how to Wait. The presentation on May 15, 2006, will be geared toward students. Title IV Safe and Drug-Free Schools and Communities funds will cover the cost of these presentations.  
Fee. . . . .not to exceed . . . . . \$593  
01.00-3710-5-5850-1323-2495-208-604-000  
01-00-3710-5-5850-1323-1000-208-604-000 (Van Eck)

**FISCAL IMPACT:** \$194,188

**RECOMMENDATION:** It is recommended that the Board of Education approve the Contract Services Report - Educational Services as presented.

TOPIC: **STUDY TRIPS**

DESCRIPTION: Villa Park High School Boys Golf Team – Palm Springs, CA – April 9 – 11, 2006

The Villa Park High School Boys Golf team, under the direction of their coach Chris Salio, would like to travel to Palm Springs to participate in the 21<sup>st</sup> Annual Tribute to Youth Tournament. This event is a great opportunity for the players to interact with golf teams from all over California and Arizona. The ten male student/athletes will be accompanied by two male adult chaperones. They will be housed at the Quality Inn in Palm Springs. Parents will provide the transportation and any parent providing transportation to a student other than their own will have an approved District driver certificate form completed and approved prior to the trip. There is a \$50 fee for this trip and scholarships are available. The students will miss two school days; the required substitute will be funded through the athletic budget.

Chapman Hills and Nohl Canyon Elementary Schools' Destination Imagination Teams – Sacramento, California – April 8-10, 2006

The Destination Imagination Teams of third and fourth graders from Chapman Hills and Nohl Canyon Elementary Schools, under the direction of parent coaches, Mrs. Cindy Olivier of Chapman Hills and Mrs. Pat Ibanez of Nohl Canyon, would like to travel to Sacramento on April 8-10, 2006 to compete in the State Competition. At the local level, both of these elementary schools tied for first place in this program based on creativity and writing. Students will have the opportunity to perform skits/plays they have written for a Destination Imagination challenge. Total cost per student is approximately \$200 and all expenses will be covered by the parents, who are all transporting their own children.

FISCAL IMPACT: There is no fiscal impact.

RECOMMENDATION: It is recommended that the Board of Education approve these study trips as presented.

**TOPIC: AMERICAN INDIAN EDUCATION APPLICATION**

**DESCRIPTION:** The staff is requesting authorization to submit the annual application for federal funds under the American Indian Education, Part A, Subpart 1 of Title VII of the Elementary and Secondary Education Act for a multi-year grant to include the 2006/07 school year. The funds will be used to provide services in the following areas: (1) monitoring the academic progress and attendance of Indian students; (2) tutoring of identified students; (3) home-school liaison and recruitment services; and (4) Indian cultural awareness.

A public hearing was held on March 21, 2006 to receive input from parents and community members for the application at the district office. This application has also been discussed with the Parent Advisory Committee and they have given their approval for its submission to the Board of Education.

**FISCAL IMPACT:** Approximately \$71,000 annually. No general funds to be expended.

**RECOMMENDATION:** It is recommended that the Board of Education authorize the staff to submit the American Indian Education Application to the U.S. Department of Education.

TOPIC:	<b>MEMORANDUM OF UNDERSTANDING BETWEEN ORANGE COUNTY SUPERINTENDENT OF SCHOOLS AND ORANGE UNIFIED SELPA, S.U.C.S.E.S.S. PROJECT</b>
DESCRIPTION:	<p>Orange County SELPAs (Special Education Local Plan Area) have been collaborating to provide training for District staff in the area of autism. As in the past, the twelve SELPAs in the county have agreed to distribute the cost for the S.U.C.S.E.S.S. Project (System Utilization of Comprehensive Strategies for Ensuring Student Success).</p> <p>The project provides information and training in best practices for preschool and early elementary students with autism on a regular basis. District staff who participate in the project will provide/train other District staff regarding the information obtained. District staff includes program coordinators, classroom teachers, speech/language specialists and/or psychologists. Staff participation each month is determined by the topic area and space availability. To date, the project has provided the District with valuable training/information that has been utilized and implemented. Without the cooperation and coordination of the other county SELPAs, District staff would not have been able to benefit from such a variety of workshops. This amount is Orange Unified SELPA's portion for the 2005/06 school year.</p>
FISCAL IMPACT:	\$9,736 in Special Education funds has been budgeted for this purpose.
RECOMMENDATION:	It is recommended that the Board of Education approve the attached Memorandum of Understanding between Orange County Superintendent of Schools and Orange Unified SELPA.

MEMORANDUM OF UNDERSTANDING  
S.U.C.S.E.S.S. PROJECT  
ORANGE SPECIAL EDUCATION LOCAL PLAN AREA

This MEMORANDUM OF UNDERSTANDING is hereby entered into this 1<sup>st</sup> day of July, 2005, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Orange Special Education Local Plan Area, 1401 North Handy Street, Orange, California 92867, hereinafter referred to as SELPA. SUPERINTENDENT and SELPA shall be collectively referred to as the Parties.

WHEREAS, SUPERINTENDENT has, in collaboration with the Regional Coordinating Council of Comprehensive System of Personnel Development Advisory Committee (CSPDAC), provided a series of teacher training workshops known as the Systemic Utilization of Comprehensive Strategies for Ensuring Student Success (S.U.C.S.E.S.S.) Project; and

WHEREAS, the S.U.C.S.E.S.S. workshops provide information and training in best practices for preschool and early elementary-aged children with autism; and

WHEREAS, for the 2005 - 2006 school year, Orange County Special Education Local Plan Area's have agreed to provide eighty percent (80%) of the funding for S.U.C.S.E.S.S. coordination based on the total average daily attendance (ADA) of each Orange County Special Education Local Plan Area's with the remaining twenty percent (20%) funded by SUPERINTENDENT.

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SUPERINTENDENT'S DUTIES. SUPERINTENDENT shall perform the duties of facilitator for the S.U.C.S.E.S.S. Project and coordinate the efforts of the participating educational agencies.

2.0 TERM. The term of this Memorandum of Understanding will commence on July 1, 2005, and end on June 30, 2006, subject to termination as set forth in Section 5.0 of this Memorandum of Understanding.

3.0 COMPENSATION. SELPA agrees to pay SUPERINTENDENT the total sum of Nine thousand seven hundred thirty-six dollars (\$9,736.00) for S.U.C.S.E.S.S. coordination based on the SELPA'S total average daily attendance (ADA) of 6.16%. This sum does not include payment toward participation fees for S.U.C.S.E.S.S. workshops. Presenter fees for S.U.C.S.E.S.S. workshops will be divided between each Orange County Special Education Local Plan Area based on their total average daily attendance (ADA). Payment shall be mailed to: Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626-9050, Attn: Jim Gerard, or at such other place as SUPERINTENDENT may designate in writing.

4.0 INDEMNIFICATION/HOLD HARMLESS.

A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless SELPA, its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of

1 SUPERINTENDENT or the Orange County Board of Education during the  
2 period of this Memorandum of Understanding.

3 B. SELPA hereby agrees to indemnify, defend, and hold  
4 harmless SUPERINTENDENT, the Orange County Board of Education, and its  
5 officers, agents, and employees from liability and claims of liability  
6 for bodily injury, personal injury, sickness, disease, or death of any  
7 person or persons, or damage to any property, real, personal, tangible  
8 or intangible, arising out of the negligent acts or omissions of  
9 employees, agents or officers of SELPA during the period of this  
10 Memorandum of Understanding.

11 5.0 TERMINATION. SELPA or SUPERINTENDENT may, at any time, with or  
12 without reason, terminate this Memorandum of Understanding with the  
13 giving of thirty (30) days prior written notification to the other  
14 party and SELPA shall compensate SUPERINTENDENT only for services  
15 satisfactorily rendered to the date of termination. Notice shall be  
16 deemed given when received by the SUPERINTENDENT or no later than  
17 three (3) days after the day of mailing, whichever is sooner.

18 6.0 NOTICE. All notices or demands to be given under this  
19 Memorandum of Understanding by either party to the other shall be in  
20 writing and given either by: (a) personal service or (b) by U.S. Mail,  
21 mailed either by registered or certified mail, return receipt  
22 requested, with postage prepaid. Service shall be considered given  
23 when received if personally served or if mailed on the third day after  
24 deposit in any U.S. Post Office. The address to which notices or  
25 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



1 date of this Memorandum of Understanding, the addresses of the parties  
2 are as follows:

3 SELPA: Orange Special Education Local Plan Area  
4 1401 North Handy Street  
5 Orange, CA 92867  
6 Attn: \_\_\_\_\_

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

12 7.0 NON WAIVER. The failure of SUPERINTENDENT or SELPA to seek  
13 redress for violation of, or to insist upon, the strict performance of  
14 any term or condition of this Memorandum of Understanding shall not be  
15 deemed a waiver by that party of such term or condition, or prevent a  
16 subsequent similar act from again constituting a violation of such  
17 term or condition.

18 8.0 SEVERABILITY. If any term, condition or provision of this  
19 Memorandum of Understanding is held by a court of competent  
20 jurisdiction to be invalid, void, or unenforceable, the remaining  
21 provisions will nevertheless continue in full force and effect, and  
22 shall not be affected, impaired or invalidated in any way.

23 9.0 GOVERNING LAW. The terms and conditions of this Memorandum of  
24 Understanding shall be governed by the laws of the State of California  
25 with venue in Orange County, California.

10.0 ENTIRE MEMORANDUM OF UNDERSTANDING/AMENDMENT. This Memorandum  
of Understanding and any exhibits attached hereto constitute the  
entire Memorandum of Understanding 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

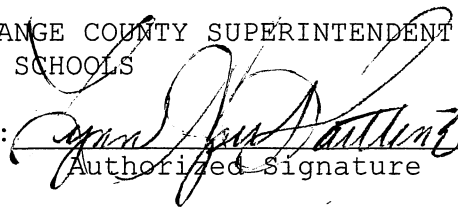
1 a written amendment executed by both Parties to the Memorandum of  
2 Understanding.

3 IN WITNESS WHEREOF, the Parties hereto have caused this  
4 Memorandum of Understanding to be executed.

5 CONTRACTOR: ORANGE  
6 SPECIAL EDUCATION LOCAL PLAN AREA

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

7 BY: \_\_\_\_\_  
8 Authorized Signature

BY:  \_\_\_\_\_  
Authorized Signature

9 PRINT NAME: Thomas A. Godley, Ed.D. PRINT NAME: Lynn April Hartline

10 TITLE: Superintendent of Schools TITLE: Deputy Superintendent

11 DATE: March 23, 2006 DATE: February 22, 2006

12 TAXPAYER ID#: 95-6004968

13  
14  
15 SELPA-ORANGE(30021)06  
Zip6

TOPIC:	<b>2006 SUMMER SCHOOL PROGRAM</b>
DESCRIPTION:	In accordance with Education Codes 37252, 37253, and other statutory and regulatory provisions of the State of California and Department of Education, staff is requesting that the Board of Education approve the summer school program. The program is designed to provide instruction to those students needing approved academic, core and/or proficiency classes for promotion and/or remediation.
FISCAL IMPACT:	There is no fiscal impact.
RECOMMENDATION:	It is recommended that the Board of Education authorize the 2006 Summer School Program.

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# 2006 SUMMER SCHOOL STAFF HOURS SALARY SCHEDULE

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## CERTIFICATED

July 4, 2006 – Unpaid Holiday

### Secondary – High School

Principals	6.5 hours @ \$36.73 for 30 days 6/21 through 8/3/06
Teachers	5.5 hours @ \$32.51 for 28 days 6/23 through 8/3/06
Media Specialist	5.5 hours @ \$32.51 for 28 days 6/23 through 8/3/06
Counselors	5.5 hours @ \$32.51 for 28 days 6/23 through 8/3/06

### Secondary – Middle School

Principals	6.0 hours @ \$36.73 for 27 days 6/21 through 7/28/06
Teachers	5.0 hours @ \$32.51 for 25 days 6/23 through 7/28/06
Media Specialist	5.0 hours @ \$32.51 for 25 days 6/23 through 7/28/06
Counselor	30 hours @ \$32.51 for registration

### Elementary School

Principals (T)	6.5 hours @ \$36.73 for 22 days 6/21 through 7/21/06
Principals (S)	6.5 hours @ \$36.73 for 12 days 6/21 through 7/7/06
Teachers (T)	5.5 hours @ \$32.51 for 20 days 6/23 through 7/21/06
Teachers (S)	5.5 hours @ \$32.51 for 10 days 6/23 through 7/7/06

## CLASSIFIED

July 4, 2004 – Paid Holiday

### Secondary – High School

Principal's Secretary	6.0 hours for 30 days 6/23 through 8/03/06
*School Clerk	3.5 hours for 10 days 6/26 to 7/7 and 7/17 to 7/21
Instructional Assistant	3.5 hours for 30 days 6/23 through 8/3/06 (Special Ed ONLY)
On site Secretary	25 hours for pre registration
Campus Supervisor	5.5 hours for 30 days 6/23 through 8/03/06

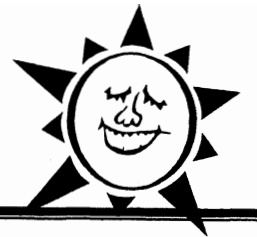
### Secondary – Middle School

Principal's Secretary	6.0 hours for 26 days 6/23 through 7/28/06
Instructional Assistant	3.5 hours for 26 days 6/23 through 7/28/06 (Special Ed ONLY)
Library Media Assistant	5.0 hours for 26 days 6/23 through 7/28/06

### Elementary School

Principal's Secretary (T)	6.0 hours for 21 days 6/23 through 7/21/06
Principal's Secretary (S)	6.0 hours for 11 days 6/23 through 7/7/06
Instructional Assistant (T)	3.5 hours for 21 days 6/23 through 7/21/06(Special Ed ONLY)
Instructional Assistant (S)	3.5 hours for 11 days 6/23 through 7/7/06(Special Ed ONLY)
On site Secretary	20 hours for pre registration

*Orange Unified School District*  
**2006 SUMMER SCHOOL**  
**Program Sites and Times**



**Elementary School**

**Sites:** T Track = *Esplanade, Jordan, LaVeta, Olive and West Orange*  
 S Track = *Handy and Sycamore*

Prep Day	Friday, June 23, 2006
First Instructional Day	Monday, June 26, 2006
Holiday	Tuesday, July 4, 2006
Last Instructional Day for S Track	Friday, July 7, 2006
Last Instructional Day for T Track	Friday, July 21, 2006
Student Hours	7:45 am -12:15pm (4hr 30min)

**Middle School**

**Sites:** *Cerro Villa Middle School, Portola Middle School, Yorba Middle School, and Santiago Charter School (Special Education Only)*

Staff Development Day	Friday, June 23, 2006
First Instructional Day	Monday, June 26, 2006
Holiday	Tuesday, July 4, 2006
Last Instructional Day	Friday, July 28, 2006
Student Hours	8:00am – 12:10pm (4hr 10min)

**High School**

**Sites:** *El Modena, Orange and Villa Park*

**Session I – June 26, 2005 through July 14, 2005**

Staff Development Day	Friday, June 23, 2006
First Instructional Day	Monday, June 26, 2006
Holiday	Tuesday, July 4, 2006
Last Instructional Day	Friday, July 14, 2006
Student Hours	7:50am – 12:30pm (4hr 40 min)

**Session II – July 17, 2005 through August 3, 2005**

First Instructional Day	Monday July 17, 2006
Last Instructional Day	Thursday, August 3, 2006
Student Hours	7:50am – 12:30pm (4hr 40 min)

**Alternative Programs**

	<b>Dates</b>	<b>Hours</b>
Richland	June 26 – August 3, 2006	7:50am – 12:30pm
Canyon Hills	June 26 – July 28, 2006	8:00am – 12:30pm

**ROP/Regional Occupation Program**

Career Education Center	June 26 – August 18, 2006 (8 weeks)	8:00am – 12:30pm (M-F) 6:00pm – 9:00pm (M & W) 8:00am – 12:30 (Sat)
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TOPIC:	<b>SPECIAL EDUCATION NON-PUBLIC SCHOOLS &amp; DESIGNATED INSTRUCTIONAL SERVICES- <u>2005-2006</u></b>
DESCRIPTION:	Pursuant to the requirements of California Education Code Section 56365(a) – Non-Public Schools/Agencies (NPS) and Designated Instruction and Services (DIS) – (i.e. speech/language, physical/occupational therapy, orientation mobility training, adaptive physical education) – the Board of Education is authorized to place individuals with exceptional needs in non-public schools/agencies when those pupils cannot be appropriately served within the programs available in the school district.
FISCAL IMPACT:	Special Education Funds: \$132,950 01.00-6500-0-5870-5750-1180-207-207-000 01.00-6500-0-5871-5770-1190-207-207-000
RECOMMENDATION:	It is recommended that the Board of Education authorize non-public school/agency placement for the student identification numbers listed on the attached report, as presented.

**Orange Unified School District  
Report of Special Education  
Non-Public Schools & Designated Instructional Services 2005/2006**

Board Date: March 23, 2006

<b><u>ID #</u></b>	<b><u>NON-PUBLIC SCHOOL</u></b>	<b><u>\$COST</u></b>	<b><u>PERIOD COVERED</u></b>
341151	Blind Children's Learning Center Santa Ana, California	12,720.00	02/22/06-06/30/06
315332	Early Childhood Education Orange, California	11,880.00	01/09/06-.06/30/06
341489	Rossier Park Elementary School Orange, California	14,280.34	02/27/06-06/30/06
341520	Speech & Language Dev. Center Buena Park, California	20,945.75	02/28/06-06/30/06
322793	Therapeutic Education Center Santa Ana, California	14,475.00	03/02/06-06/30/06
336122	Therapeutic Education Center	21,826.00	01/04/06-06/30/06

<b><u>ID #</u></b>	<b><u>DESIGNATED INSTRUCTION</u></b>	<b><u>\$COST</u></b>	<b><u>PERIOD COVERED</u></b>
332141	Braille Consultants, Inc. Newport Beach, California	960.00 Addendum	02/24/06-06/30/06
266539	Gallagher Pediatric Therapy Fullerton, California	3,360.00	01/26/06-0.6/30/06
283938	Gallagher Pediatric Therapy	1,360.00	03/03/06-06/30/06
341355	Gallagher Pediatric Therapy	4,000.00	02/21/06-06/30/06
341356	Gallagher Pediatric Therapy	480.00	02/21/06-06/30/06
341435	Gallagher Pediatric Therapy	2,720.00	02/21/06-06/30/06
202376	Russo, Fleck & Associates Orange, California	380.00	03/07/06-06/30/06
333631	Vista Behavior Consulting Garden Grove, California	23,562.00	12/01/05-06/30/06

TOPIC:	<b>EXPULSION OF STUDENT: CASE NO. 05-06-26</b>
DESCRIPTION:	Violation of California Education Code 48900 (d) and (k).
FISCAL IMPACT:	The District will not have a loss of ADA for two semesters.
RECOMMENDATION:	<p>It is recommended that the Board of Education uphold the recommendation that the student be expelled from the schools of the District for two semesters, however, the expulsion be suspended (June 16, 2006).</p> <p>A hearing panel of administrators met on Wednesday, February 22, 2006, and determined that a recommendation for expulsion be presented to the Board of Education. The student will be permitted to attend another high school and maintain a 2.50 GPA. Student will be required to complete 20 hours of community service validated in writing. Student is not to have any further violations of school rules, penal codes or education codes. Student and parent/guardian are to meet with the Office of Child Welfare &amp; Attendance at the end of the expulsion period to determine placement for the 2006-07 school year.</p>



TOPIC:	<b>EXPULSION OF STUDENT: CASE NO. 05-06-27</b>
DESCRIPTION:	Violation of California Education Code 48900 (c), (d) and (k).
FISCAL IMPACT:	The District will not have a loss of ADA for two semesters.
RECOMMENDATION:	<p>It is recommended that the Board of Education uphold the recommendation that the student be expelled from the schools of the District for two semesters, however, the expulsion be suspended (June 16, 2006).</p> <p>A hearing panel of administrators met on Wednesday, February 22, 2006, and determined that a recommendation for expulsion be presented to the Board of Education. The student will be permitted to attend another high school and maintain a 2.50 GPA. Student will be required to complete 20 hours of community service validated in writing. Student is not to have any further violations of school rules, penal codes or education codes. Student and parent/guardian are to meet with the Office of Child Welfare &amp; Attendance at the end of the expulsion period to determine placement for the 2006-07 school year.</p>

**TOPIC:** **EXPULSION OF STUDENT: CASE NO. 05-06-28**

**DESCRIPTION:** Violation of California Education Code 48900 (c), (d) and (k).

**FISCAL IMPACT:** The District will have a loss of ADA for two semesters.

**RECOMMENDATION:** It is recommended that the Board of Education uphold the recommendation that the student be expelled from the schools of the District for two semesters (June 16, 2006).

A hearing panel of administrators met on Wednesday, February 22, 2006, and determined that a recommendation for expulsion be presented to the Board of Education. The student will be permitted to an alternative program outside of the OUSD and maintain a 2.0 GPA. Student will be required to complete 20 hours of community service validated in writing. Student is not to have any further violations of school rules, penal codes or education codes. Student and parent/guardian are to meet with the Office of Child Welfare & Attendance at the end of the expulsion period to determine placement for the 2006-07 school year.