

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

**THURSDAY • APRIL 20, 2006
6:30 P.M. • CLOSED SESSION
7:30 P.M. • REGULAR SESSION**

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.

A G E N D A

(The complete agenda is available online at 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. CONSIDERATION OF REQUEST FOR A WAIVER OF THE HIGH SCHOOL EXIT EXAMINATION
Education Code sections 49075, 49076
1) The Board of Education will consider a waiver request pursuant to Board Policy 6146.45 and Education Code section 60851(c).
 - C. CONFERENCE WITH LABOR NEGOTIATORS
Government Code 54957.6
Agency Negotiators: Ed Kissee; Jamie Brown; Spencer Covert, Parker & Covert LLP
Employee Organizations: a) Orange Unified Education Association
b) California School Employees Association
Agency Designee Representatives: Superintendent; Spencer Covert
Unrepresented Employees: Classified/Certificated Leadership Employees, including Assistant Superintendents
- 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 - Emily Haase, El Modena High School 1
- E. Administrative Professionals Day - April 26, 2006 2

10. APPROVAL OF MINUTES

- March 9, 2006 (Regular Meeting)
- March 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. Second Amendment to Lease Agreement Between the Orange Unified School District and Villa Park Elementary School Restoration Corporation 3-7
- B. Joint Use Agreement Between the City of Orange and the District for Fred Kelly Stadium - Second Reading 8-22
- C. Charter Facilities Agreement by and Between Orange Unified School District and Santiago Charter Middle School 23-34
- D. Temporary Construction Easement Between the Orange County Transportation Authority (OCTA) and the District for Fairhaven Elementary School 35-43
- E. Resolution No. 45-05-06: Supporting Senate Bill No. 1358 (Smitian/Runner) And Assembly Bill No. 2070 (Daucher/Lieber) - Equalization 44-45
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- G. Proposed Board Policy 6159.5 - Independent Educational Evaluations - First Reading 49-51

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15. COMMUNICATIONS TO THE BOARD

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16. OTHER BUSINESS

Board/Staff Conference and Comments

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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

ANNOUNCEMENTS
AND
ACKNOWLEDGMENTS

TOPIC:

ANNOUNCEMENTS & ACKNOWLEDGMENTS

DESCRIPTION:

9.A. Superintendent's Report

9.B. Board President's Report

**9.C. Board Member Recognition of Students,
Staff, and Community**

9.D. State of the School Report
Emily Haase, El Modena High School

TOPIC: ADMINISTRATIVE PROFESSIONALS WEEK – APRIL 23-29, 2006; ADMINISTRATIVE PROFESSIONALS DAY - APRIL 26, 2006

DESCRIPTION: Administrative Professionals Week began in 1952 in an effort to honor administrative staff for their efforts and to attract more people to office and administrative careers. The name was changed to Professional Secretaries Week in 1981, and became Administrative Professionals Week in 2000 to encompass the expanding responsibilities and wide-ranging job titles of administrative support staff today.

Administrative Professionals Week will be observed April 23-29, 2006. Administrative Professionals Day is Wednesday, April 26, 2006.

Orange Unified School District is pleased to participate in this observance and welcomes the opportunity to show appreciation for the administrative professionals' contributions to the OUSD office team and to officially recognize and commend the District's administrative workforce for their continued excellent service.

FISCAL IMPACT: This item has no fiscal impact.

RECOMMENDATION: It is recommended that the Board of Education officially proclaim April 23-29, 2006 as Administrative Professionals Week and April 26, 2006 as Administrative Professionals Day for the 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 administrative professionals.

ACTION
ITEMS

**TOPIC: SECOND AMENDMENT TO LEASE AGREEMENT
BETWEEN ORANGE UNIFIED SCHOOL DISTRICT AND
VILLA PARK ELEMENTARY SCHOOL RESTORATION
CORPORATION**

DESCRIPTION: The Lease Agreement ("Lease") was originally approved in December 2003 with a five-year term through December 2008. The purpose of the Lease is to facilitate restoration of historic buildings to meet California Field Act requirements and the requirements of the Division of State Architect (DSA) so that the buildings can be used for school classroom purposes. The Lease contains certain milestone dates for completion of fundraising and commencement of construction. The First Amendment to Lease Agreement was approved April 15, 2005 to extend some of the milestone dates.

The Board of Education rejected a request of an additional extension on September 8, 2005 and issued a notice of default to VPESRC on September 9, 2005. VPESRC responded to the Notice of Default on September 26, 2005 and has worked cooperatively with the District to provide information requested and access to the buildings so an independent structural engineering study could be completed. The following activities have occurred since the Notice of Default was issued:

- VPESRC provided preliminary plans along with a structural report and a development plan for the project during October 2006.
- An independent structural engineering report was prepared for the District to determine if the buildings could be used for any purpose and to identify any safety concerns.
- A meeting was held with VPESRC to discuss final plans, fundraising timelines and a grant submittal.
- VPESRC submitted a grant application to California Cultural and Historical Endowment (CCHE) on January 31, 2006.
- VPESRC provided schedules for completion of design development and construction documents for submission to DSA and for fundraising to support those activities. A copy of the grant application submitted to CCHE was also provided.

- VPESRC has also requested an extension of deadlines to complete those activities.
- The Board had questions about some of the timelines proposed in a Second Amendment to Lease Agreement dated March 9, 2006 so the Amendment was not approved.
- The base for a sign constructed in front of Villa Park Elementary School was removed.

Clearly, the challenge of this project has been availability of resources to support the activities necessary to meet the deadlines contained in the Lease. The potential of grant funding would help with the financial challenges. Successful applicants for this grant will be notified by the end of July 2006.

The Second Amendment to Lease Agreement will allow for the results of the grant application and set a timeline for submission of final documents to DSA. It is still possible to complete the restoration project within the original Lease term. The new deadlines proposed in this Amendment are as follows: (1) Final Plans with cost estimates submitted by December 31, 2006; (2) District review and approval of Final Plans and cost estimates by January 31, 2007; (3) Final Plans submitted to Division of the State Architect (DSA) by February 10, 2007; (4) Financial Security equal to fifty percent (50%) of total project cost in place by February 28, 2007; and (5) construction commencement deadline set as September 1, 2007 based on current DSA approval timeline of six (6) months.

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that the Board of Education approve Second Amendment to Lease Agreement between Orange Unified School District and Villa Park Elementary School Restoration Corporation.

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the "Second Amendment"), is made and entered into as of April 21, 2006, by and between **Orange Unified School District, a California public school district** ("Landlord" or "District") and the **Villa Park Elementary School Restoration Corporation, a California non-profit corporation** ("Tenant"), hereinafter referred to collectively as the "Parties", with reference to the following facts.

WHEREAS, the Parties entered into that certain Lease Agreement ("Lease"), dated as of December 10, 2003, whereby Tenant agreed to restore certain historical buildings designated as Buildings A and B of the original Villa Park Elementary School, located at 10551 Center Drive, in the City of Villa Park, California (the "Project"); and

WHEREAS, pursuant to Section 4.1(c) of the Lease entitled, "Review of Preliminary Plans", no later than ninety (90) days following the expiration of the Fund-raising Period which ended December 31, 2004, Tenant was required to provide to Landlord Preliminary Plans setting forth the construction specifications for the improvements to Buildings A and B, and a phasing schedule containing estimated periods of commencement and completion of the construction (collectively the "Development Plan"); and

WHEREAS, in response to the February 18, 2005 request of Tenant, the Parties on April 15, 2005, entered into the First Amendment, to extend by one hundred twenty (120) days the March 31, 2005 deadline to provide the Development Plan for the Improvements, to enable Tenant's architect sufficient time to comply with the requirements of Section 4.1(c) of the Lease; and

WHEREAS, by letter dated July 28, 2005, Tenant requested an additional one hundred eighty (180) day extension to the revised July 29, 2005 deadline to submit the Development Plan for the Improvements, in order to provide Tenant's architect/structural engineer sufficient time to perform additional testing of the Leased Premises; and

WHEREAS, the Board of Education for District on September 8, 2005 rejected Tenant's July 28, 2005 extension request, and on September 9, 2005, caused a Notice of Default to be delivered to Tenant, which required that by 4:00 p.m. on Monday, September 26, 2005, either Tenant remedy the default or make arrangements satisfactory to the District for the submittal of the Development Plan, or the Lease would automatically cease and terminate; and

WHEREAS, Tenant timely delivered to the District on September 26, 2005, the proposed Development Plan for the Project in compliance with Section 4.1(c) of the Lease; and

WHEREAS, the Parties have subsequently worked cooperatively to clarify the Development Plan, along with related planning, construction and financial timelines for the Project; and

WHEREAS, by letter dated February 10, 2006, Tenant has requested an extension of various deadlines in the Lease to complete certain activities; and

WHEREAS, consistent with Section 4.1 of the Lease, the Parties may mutually agree in writing to extend the time periods of those conditions precedent to construction set forth in Section 4 of the Lease; and

WHEREAS, the Parties are authorized to amend the Lease pursuant to Section 33 and desire to amend the Lease as stated herein:

NOW, THEREFORE, the Parties agree as follows:

1. The "Construction Commencement Deadline" set forth in Section 4.1 is extended from April 30, 2006 until September 1, 2007.

2. The deadline for Tenant to provide the Final Plans to the Landlord shall be December 31, 2006. The Landlord shall have the earlier of thirty (30) days from receipt of the Final Plans or January 31, 2007 to approve the Final Plans and agree with the cost estimate for the Project. Provided that the Landlord approves the Final Plans and cost estimate for the Project, Tenant shall submit the Final Plans to the Division of the State Architect ("DSA"), as required by Section 4.1(c) of the Lease, on the earlier of ten (10) days of receiving Landlord's approval of the Final Plans or February 10, 2007.

3. Section 4.1(l) of the Lease is amended to read:

Tenant shall certify in writing to Landlord no later than February 28, 2007, that Tenant is in possession of financial security equal to a minimum of fifty percent (50%) of the total Project cost, as estimated by the Architect, in the form of cash or in kind contribution. The amount of the aforementioned financial security, as may be required to be adjusted due to required changes in the Final Plans by DSA, shall be provided to Landlord prior to commencement of construction on the Project.

4.. Except as expressly amended by this Second Amendment, the Lease, as amended by the First Amendment, shall remain in full force and effect in accordance with its original terms.

5. Unless otherwise defined in this Second Amendment, all capitalized terms used herein shall have the same meanings as assigned to them in the Lease and First Amendment.

6. This Second Amendment may be executed in two (2) or more counterparts, each of which shall be an original, but all of which shall constitute one in the same Lease.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date first above written.

Landlord:

ORANGE UNIFIED
SCHOOL DISTRICT

By: _____

Its: _____

Tenant:

VILLA PARK ELEMENTARY
SCHOOL RESTORATION CORPORATION

By: _____

Its: _____

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

DESCRIPTION: The City of Orange and the District have worked cooperatively to develop this Joint Use Agreement for Fred Kelly Stadium. This Agreement was approved by the City of Orange on March 28, 2006. 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.

This 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.

Staff members representing the City of Orange and the District will monitor this agreement and propose adjustments as needed. Since this a new venture for both entities the Agreement may not cover every possible scenario. Both entities are committed to evaluating the effectiveness of the Agreement once it is implemented.

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 accept the Joint Use Agreement with the City of Orange for Fred Kelly Stadium for a second reading and final approval.

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 1st 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 1st 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 3rd 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 Support 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 30th 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 15th 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 1st 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 15th 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

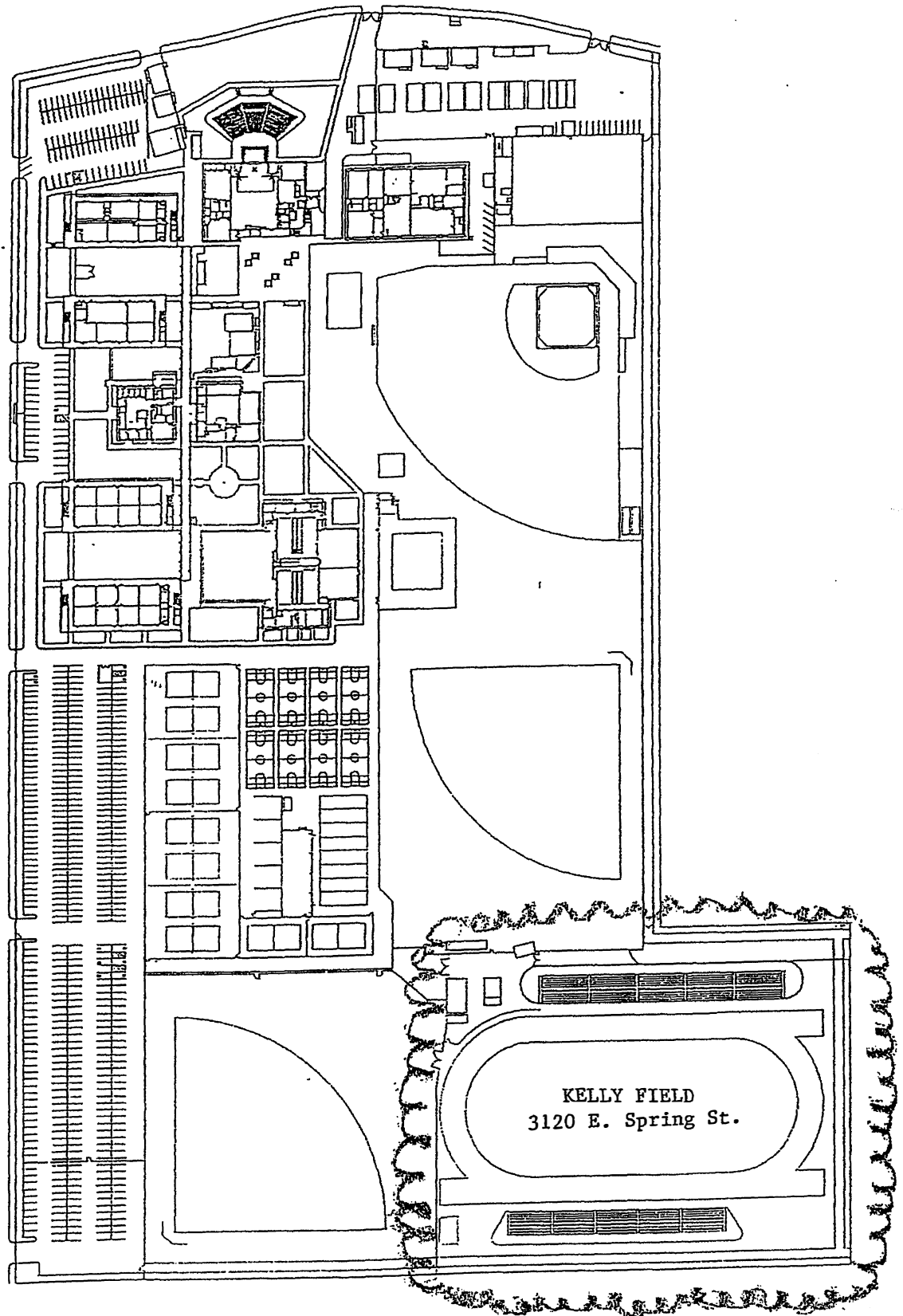
District:
ORANGE UNIFIED SCHOOL DISTRICT

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:	CHARTER FACILITIES AGREEMENT BY AND BETWEEN ORANGE UNIFIED SCHOOL DISTRICT AND SANTIAGO CHARTER MIDDLE SCHOOL
DESCRIPTION:	A Financial and Operational Memorandum of Understanding effective July 1, 2005 describes certain operational relationships between Orange Unified School District and Santiago Charter Middle School. This agreement sets forth the terms and conditions pursuant to which Santiago Charter Middle School will occupy classrooms and use facilities at the site under the terms of Education Code 47614 and its implementing regulations (as may be amended from time to time during the Term of this Agreement), commencing with the 2005/06 school year.
FISCAL IMPACT:	The District will receive from Santiago Charter Middle School a pro-rata share for deferred maintenance of their facilities as calculated each year in accordance with Proposition 39 implementing regulations.
RECOMMENDATION:	It is recommended that the Board of Education approve the Charter Facilities Agreement by and between Orange Unified School District and Santiago Charter Middle School.

**CHARTER FACILITIES AGREEMENT
BY AND BETWEEN
ORANGE UNIFIED SCHOOL DISTRICT AND
SANTIAGO MIDDLE SCHOOL**

THIS AGREEMENT ("Agreement") is made this _____ day of April, 2006, by and between the Orange Unified School District, a public school district organized and existing under the laws of the State of California ("District") and Santiago Middle School, a California public charter school ("Charter School"). The District and the Charter School are collectively referred to as "the parties."

RECITALS

WHEREAS, the parties have previously entered into that certain Financial and Operational Memorandum of Understanding effective on July 1, 2005 (the "MOU"); and

WHEREAS, the MOU describes certain operational relationships between the parties; and

WHEREAS, Santiago Middle School was converted to a charter school on or about September, 1995 and the Charter School has been in beneficial occupation and use of the facilities located at 515 N. Santiago Road, Orange, CA (the "Site") (see Site Plan attached as Exhibit A), since the beginning of the 1995-1996 school year;

WHEREAS, the parties desire to set forth the terms and conditions pursuant to which the Charter School will occupy classrooms and use facilities at the Site under the terms of Education Code section 47614 and its implementing regulations (as may be amended from time to time during the Term of this Agreement), commencing with the 2005-2006 school year;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

Section 1. Use of Site. District agrees to allow Charter School exclusive use of the Site, for the sole purpose of operating the Charter School and its related educational programs in accordance with the Charter School's charter and MOU with the District. Charter School's right to exclusive use of the Site shall be coterminous with the term of this Agreement. Upon the termination of this Agreement, the right to exclusive use and occupation of the Site and the District's facilities and equipment thereon shall revert to the District subject to the parties' negotiation of a successor Agreement, if necessary, containing the terms of the District's provision of facilities to the Charter School in accordance with the provisions of Proposition 39. As titleholder to the Site and the District's facilities and equipment located thereon (with the exception of those Charter School furnishings and equipment referenced in Section [2] below), the District reserves

the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including but not limited to use of such Site, facilities and equipment for District services.

It is not the intent of the District by entering this Agreement to move the Charter School from the current Site. The District agrees not to move the Charter School from the current Site without mutual written consent of the Charter School.

Charter School shall have full and exclusive use of all classrooms, administrative space, and other facilities on the Site. Charter School shall comply with District policies and/or practices regarding the operations and maintenance of the facilities, furnishings, and equipment.

Although Charter School shall have the exclusive use of the Site, Charter School agrees to comply with the provisions of the Civic Center Act (Education Code section 38131 et seq.) in making use of the facilities accessible to members of the community. For purposes of compliance with the Civic Center Act with respect to the Site only, the Charter School Governance Council shall hold the same powers and obligations applicable to School District Board of Trustees under Education Code sections 38130-38139 and shall also follow District Board Policy and Administrative Regulations in making use of the facilities accessible to members of the community.

Pursuant to the requirements of Proposition 39, the allocation of space as set forth in this Section [1] is based upon an assumption of 1070 in-district ADA for the 2005-2006 school year. Future requests for additional facilities or furnishings and equipment based on enrollment increases may be made in the manner specified in Section 11969.9 of the Proposition 39 regulations (Cal. Code Regs., tit. 5, § 11969.9.)

With the exception of a request for additional facilities or furnishings and equipment as referenced in the paragraph above, the parties agree that the provision of facilities pursuant to this Agreement constitutes full and complete satisfaction of the District's obligation to provide facilities to Charter School under Education Code section 47614 and the Proposition 39 regulations for entire period covered by this Agreement.

Section 2. Furnishings and Equipment. Because the Charter School has occupied the Site since 1995, the Charter School has provided its own furnishings and equipment and portable buildings, and does not now require furnishings and equipment from the District for the 2005/2006 school year. The Charter School is responsible for providing property insurance for all its furnishings and equipment on the Site.

No later than February 28, 2006, the Charter School shall provide the District with a complete inventory of all furnishings and equipment at the Site. All items for which the Charter School provides proof of purchase shall be considered personal property of the Charter School. All remaining items shall be considered personal property of the District. The Charter School inventory shall be updated as the Charter

School purchases new furnishings and equipment and/or surpluses and sells furnishings and equipment.

Nothing in this Agreement shall be construed to allow the Charter School to sell or otherwise dispose of the portable classrooms, furnishings or equipment if the effect of such action would be to make the District obligated to provide additional furnishings and equipment under Proposition 39.

Section 3. Reimbursement: The over-allocation provisions of 5 C.C.R. Section 11969.8 shall not be applicable to the Charter School. In lieu of the over-allocation provisions, the Charter School's ADA projection for the 2005-2006 school year provided in Section 1 of this Agreement shall serve as a benchmark for subsequent years in this Agreement. Unless the Charter School provides a revised projection by October 1 of the fiscal year prior to the school year for which facilities are requested, the facilities will be deemed by the parties to have met the requirements of Proposition 39 and other applicable authority with respect to the capacity and number of teaching and non-teaching spaces, and furnishings and equipment provided, and the Charter School will have waived its right to request additional facilities, furnishings and equipment for that school year. In the event that the Charter School requests and proves entitlement under the implementing regulations to additional facilities or furnishings and equipment in compliance with Proposition 39 and the implementing regulations for any subsequent school year, the District reserves the right to provide additional facilities in compliance with the provisions of Proposition 39 and its implementing regulations.

Section 4. Term. The term of this Agreement shall begin on its date of execution and shall end on June 30, 2010, subject to the procedure set forth in Section 3 regarding the Charter School's provision of annual updated enrollment projections if the Charter School is seeking additional facilities or furnishings and equipment.

Section 5. Renewal. This agreement shall be automatically renewed for successive five (5) year terms upon the renewal of the Charter School's charter, unless renegotiated by the parties.

Section 6. Termination. This Agreement will automatically terminate upon the effective date of any termination or revocation of Charter School's charter or the cessation of Charter School's operations for any reason.

Default by Charter School. The occurrence of any one or more of the following events shall constitute a default and material breach of this Agreement by Charter School:

- a. The failure of the Charter School to meet at least 50% of its ADA projection, or the 2005-2006 benchmark contained in Section 1 of this Agreement, whichever is later (as measured at P-2);

- b. The failure by Charter School to make timely payment of any fees under this Agreement where such failure shall continue for a period of forty-five (45) days after receipt of written notice thereof by District to Charter School.
- c. The failure by Charter School to observe or perform any of the express covenants, conditions or provisions of this Agreement to be observed or performed by Charter School where such failure shall continue for a period of forty-five (45) days after receipt of written notice thereof by District to Charter School; provided, however, that if the nature of Charter School's default is such that more than forty-five (45) days are reasonably required for its cure, then Charter School shall not be deemed to be in default if Charter School commences such cure within said forty-five (45) days period and thereafter diligently prosecutes such cure to completion.
- d. Revocation or termination of Charter School's charter. However, this Agreement shall not terminate during any appeal of a District denied renewal in accordance with Education Code section 47607.
- e. The failure by Charter School to utilize the Premises for the sole purpose of operating a charter school as authorized by this Agreement and the Charter School's charter.

Except in the instance of the revocation of the Charter School's charter, neither party may terminate this Agreement without first complying with the Dispute Resolution procedures outlined in Section [29] below, subject to the terms and limitations of that procedure.

Section 7. Pro-Rata Share. The facilities hereunder shall be provided to the Charter School substantially rent-free. As set forth in Section II(D)(2) of the MOU between the parties, and in consideration of the District's provision of facilities to the Charter School substantially rent free pursuant to Education Code section 47613, the Charter School shall pay the District an amount equal to two percent (2%) of the Charter School's State revenues (as defined in Education Code section 47632) in accordance with Education Code section 47613(f). The District shall also charge the pro rata share amount referred to in Education Code section 47614(b)(1) in the sum of \$41,058.36 (\$.54 square/foot) for the year 2005-2006. This figure shall be recalculated yearly by the District in accordance with the Proposition 39 implementing regulations. The District shall provide a projection of the following fiscal year's Pro-Rata Share no later than May 15 of the prior fiscal year.

Section 8. Utilities. Charter School shall be solely responsible for the cost of utilities used or consumed by the Charter School on the Site, including, if applicable, the cost of internet services.

Section 9. Maintenance. Facilities and furnishings and equipment provided to the Charter School by the District shall remain the property of the District. The ongoing

operations and maintenance of the facilities and equipment is the responsibility of the Charter School. Projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582 and the replacement of furnishings and equipment supplied by the District in accordance with District schedules and practices shall remain the responsibility of the District. The Charter School may purchase operations and maintenance services from the District as provided in a separate written agreement.

The District shall be responsible for the major maintenance of the facilities used by School. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. All other kinds of maintenance shall be considered routine maintenance.

Section 10. Installation of Improvements. Charter School shall not construct or install any improvements (as defined in Civil Code 660) on the Site or otherwise permanently alter the Site without the prior written consent of District, and if required, the Division of the State Architect. District's approval of any improvements, including the construction schedule, work hours, and modifications, shall be at District's sole and absolute discretion, and District may disapprove of such improvements without reason. Contractors retained by Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to charter schools, including buildings codes and prevailing wage laws. District or District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students. This provision shall apply to any signage established by the Charter School at the Site.

Section 11. Condition of Property. Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, directly triggered by its use of the Site. The Charter School shall not be responsible for any and all legal compliance or environmental conditions that existed prior to the Charter School's occupancy of the Site on July 1, 1995. The District shall remain responsible for all legal compliance with, for example, the ADA, FEHA, environmental laws, and other applicable building code standards, for any existing compliance issue prior to the date of the Charter School's occupancy of the Site on July 1, 1995 and continuing through the Term of this Agreement. The Charter School shall only assume responsibility for legal

compliance to the extent that they are triggered by any modifications or improvement made by the Charter School.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Site due to the Charter School's use and occupancy thereof, Charter School, at its expense, shall be obligated to clean all the property affected, to the satisfaction of District and any governmental agencies having jurisdiction over the Site.

Section 12. Title to Property. The parties acknowledge that title to the Site (with the exception of the portable buildings mentioned in section [2] above) is held by the District and shall remain in the District at all times.

Section 13. Fingerprinting. Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1. In addition, the District shall be responsible for complying with all criminal background check laws for all employees or vendors that it directs to the Site for any work to be performed.

Section 14. Insurance. The District will continue to maintain its current levels of first party insurance on the structures on the Site. Charter School shall, during the term of this Agreement, maintain in force the required levels of insurance as stated in section II(F) of the MOU between the parties.

The Charter School shall secure and maintain property insurance that addresses business interruption and casualty needs, including flood and fire, and other hazards with replacement costs coverage for all assets listed in the Charter School's property inventory and consumables. The Charter School shall secure property coverage with a minimum policy limit of 80% of the fair market value of the Charter School's contents.

Section 15. Indemnification. The Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter District and District Personnel) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel, that may be asserted or claimed by any person, firm or entity arising out of the Charter School's use of the Site or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by Charter School in or about the Site after District delivers possession of the Site to the Charter School. This indemnity and hold harmless provision shall exclude actions brought by third persons against the District arising out of the negligence or intentional acts, errors or omissions of the District and/or District Personnel.

District shall indemnify, hold harmless, and defend Charter School, its trustees, officers, employees and agents against and from any and all claims, demands, actions,

suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Site after District delivers possession of the Site to the Charter School, arising from the District's prior or current use or maintenance of the Site or from prior or current conduct of its business or from any activity, work, or other things done, permitted or suffered by the District its trustees, officers, employees and agents in or about the Site; provided, however, that District shall not have any obligation to indemnify, hold harmless or defend the Charter School, its trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Site after District delivers possession of the Site to the Charter School, resulting from or arising out of the negligence or willful malfeasance of the Charter School, its trustees, officers, employees and agents or any person or entity not subject to the District's control and supervision.

Section 16. Access. Charter School shall permit District, its agents, representatives or employees, to enter upon the Site for the purpose of inspecting same or to make repairs, alterations, or additions that are required by this Agreement to any portion of the Site. District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants.

Section 17. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the District: Orange Unified School District
 1401 N. Handy St.
 Orange, CA 92867
 Attn: Superintendent

If to the School: Santiago Middle School
 515 N. Santiago Road Boulevard
 Orange, CA 92869
 Attn: Principal

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 18. Subcontract and Assignment. Neither party shall assign its rights, duties or privileges under this Agreement, nor shall a party attempt to confer any of its

rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other party.

Section 19. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 20. Entire Agreement of Parties. The charter, this Agreement and the MOU constitute the entire agreement between the parties and supersede all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the parties expressly indicating an intent to modify or amend this Agreement.

Section 21. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

Section 22. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

Section 23. Waiver. The waiver by any party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 24. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 25. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 26. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 27. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 28. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

Section 29. Dispute Resolution. Disputes between Charter School and the District regarding this Agreement, including, the alleged violation, misinterpretation, or misapplication of this Agreement, Proposition 39, or State Regulations shall be resolved using the dispute resolution process identified below.

The party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the party. The designated representatives must be an employees(s) of Charter School or the District; (2) a statement of the facts of the dispute, including information regarding the parties attempts to resolve the dispute; (3) the specific sections of the Agreement that are in dispute; and (4) the specific resolution sought by the party. Within five business days from receipt of the notice of dispute the representatives from Charter School shall meet with representatives from the District in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute the party initiating the dispute resolution process shall notify the other party (the responding party) in writing that it intends to proceed to mediation of the dispute and shall request the State Mediation and Conciliation Service to appoint a mediator within seven business days to assist the parties in resolving the dispute (if the State Mediation and Conciliation Service is unable or refuses to provide a mediator the parties shall mutually agree upon a mediator). The initiating party shall request appointment of a mediator who is available to meet as soon as possible but not later than 30 calendar days after receipt of the request for appointment. The party initiating the dispute shall forward a copy of the notice of the dispute to the appointed mediator. The responding party shall file a written response with the mediator and serve a copy on the initiating party within seven business days of the first scheduled mediation. The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party in advance of the mediation. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the District and Charter School.

Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 calendar days after the date of filing the written

request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ORANGE UNIFIED SCHOOL DISTRICT

By: _____

Title: _____

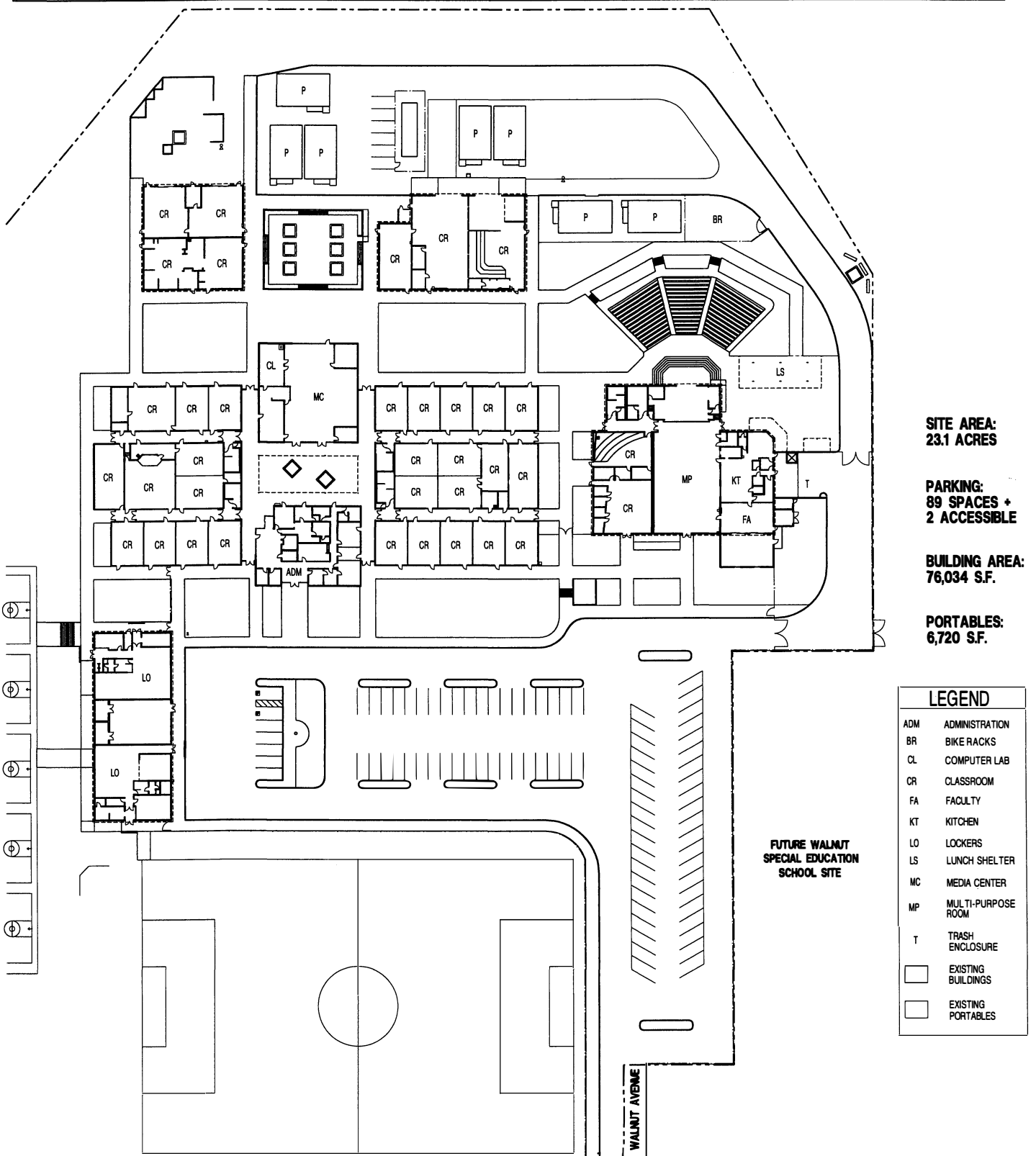
SANTIAGO MIDDLE CHARTER SCHOOL

By: _____

Title: _____

EXHIBIT "A"

SCHOOL : SANTIAGO MIDDLE SCHOOL
ADDRESS: 515 NORTH RANCHO SANTIAGO BOULEVARD
 ORANGE, CALIFORNIA 92869
DISTRICT : ORANGE UNIFIED SCHOOL DISTRICT, ORANGE COUNTY
BUILDING SITE PLAN



TOPIC: TEMPORARY CONSTRUCTION EASEMENT BETWEEN THE ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA) AND THE DISTRICT FOR FAIRHAVEN ELEMENTARY SCHOOL

DESCRIPTION: The OCTA has contracted with Granite-Myers-Rados (GMR), a joint venture, to construct improvements along the State Route 22 corridor. A component of the construction requires the installation of a sound wall on the property line between Fairhaven Elementary School and SR 22.

This agreement will allow GMR to:

1. Remove the District's chain link fence;
2. Install temporary fencing with sight shielding along the temporary construction easement area during construction;
3. Construct new sound barrier wall along the state property to replace the District's chain link fence; and
4. At the District's request as a safety precaution, install the temporary fence an additional two meters inside the District's property from the one meter temporary construction area, thereby placing the fence inside the District's property a total of three meters from the location of the existing fence.

FISCAL IMPACT: Granite-Myers-Rados will pay the District \$4,000 for the temporary construction easement.

RECOMMENDATION: It is recommended that the Board of Education approve the temporary construction easement for the purpose of installing a new sound wall between SR 22 and Fairhaven Elementary School.

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT is entered into this ____ day of _____, 2006 by and between Granite-Myers-Rados, A Joint Venture (hereinafter called Buyer), and Orange Unified School District (hereinafter called Seller) for acquisition by Buyer of certain real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement (hereinafter called Agreement), a temporary easement interest over all that certain real property (hereinafter called Property) situated in the City of Santa Ana, County of Orange, State of California, and depicted as follows:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of

Four Thousand Dollars and no/100
(\$4000.00)

3. CONVEYANCE OF TITLE. Seller agrees to convey to Buyer a Temporary Construction Easement in, on, over and above the portion of the subject property depicted on the attached Exhibit "A" and incorporated herein by this reference.
4. ESCROW. Buyer may elect to open an escrow in accordance with this Agreement at an escrow company of Buyer's choice. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to perform all acts reasonably necessary to close this escrow in the shortest possible time.

Seller shall execute and deliver said deed(s) as referenced in Paragraph 3, above, to Escrow Agent concurrently with this Agreement, or as soon as possible thereafter when said deeds are available. After opening of escrow, Buyer will deposit an executed Certificate of Acceptance with Escrow Agent. Buyer agrees to deposit the purchase price upon demand of Escrow Agent. Buyer and Seller agree to deposit with Escrow Agent any additional instruments as may be reasonably necessary to complete this transaction.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

5. ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- a. Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded if necessary in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE.

6. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.
7. FULL AND COMPLETE SETTLEMENT. Seller hereby acknowledges that the compensation paid to Seller through this Agreement constitutes the full and complete settlement of any and all claims against Buyer, by reason of Buyer's acquisition of the Property, specifically including, but not limited to, any and all damage to Seller's remainder property by reason of the acquisition of the subject Property or the installation of the improvement project in the manner proposed, the value of improvements pertaining to the realty, leasehold improvements, any and all claims of rental or leasehold value and loss of business goodwill (excluding relocation benefits, if any), and any and all claims in inverse condemnation and for pre-condemnation damages, and any and all other claim that Seller may have, whether or not specifically mentioned here, relating directly or indirectly to the acquisition by Buyer of this subject Property; however Seller and Buyer, and each and all of their individual collective agents representatives, attorneys, principals, predecessors, successors, assigns, administrators, executors, heirs, and beneficiaries, hereby release the other party, and each of them, from any and all obligations, liabilities, claims, costs, expenses, demands, debts, controversies, damages, causes of action, including without limitations those relating to just compensation, damages, which any of them now have, or might hereafter have by reason of any matter or thing arising out or in any way relating to any condemnation action affecting the subject Property.
8. CONSTRUCTION CONTRACT AND CURATIVE WORK.
 - a. It is understood and agreed by and between the parties hereto in addition to the compensation shown in Paragraph 2 hereinabove, the Buyer, its contractors or assigns, shall perform the following construction contract items at the time of the installation of the proposed project:
 - i. Remove Seller's existing chain link fence.
 - ii. Install temporary fencing with slight shielding along the temporary construction easement area during construction.
 - iii. Construct new sound barrier wall along State property to replace Seller's chain link fence.
 - iv. At the Seller's request as a safety precaution, install the temporary fence an additional two (2) meters inside the Seller's property from the one meter temporary construction area (see attached Exhibit B), thereby placing the fence inside Seller's property a total of three (3) meters from the location of the existing chain link fence. Furthermore it is understood and agreed to herein that the additional two meters are NOT included as part of the compensation amount for the temporary construction easement.

All work performed under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work and shall be completed in a good and workmanlike manner. All structures, improvements

or other facilities, when removed, and relocated or reconstructed by the Buyer, shall be left in as good condition as found.

- b. It is understood and agreed by and between the parties hereto that the compensation paid to Seller through this Agreement includes the value of and cost to remove, relocate, reconstruct, and/or refurbish the following improvements located on the Property.

- i. Irrigation system

- ii. Side fence extension

It is further understood between the parties hereto that if the improvements referred to in Paragraph 8b above are not removed from the subject property upon 48 hour written notification from buyer, but not sooner than the close of escrow, Buyer, its agents, contractors, or assigns, shall have the right to remove said improvements and dispose of same in any manner Buyer deems appropriate without further notice or responsibility to Seller whatsoever.

- 9. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, its authorized agents or contractors, if necessary by reason of the above-mentioned improvement, the right to enter upon Seller's property upon 48 hours prior written notice to perform the construction items referred to in Paragraph 8a above and for any of the following reasons.

- a. To make necessary and reasonable inspections.
 - b. To remove the existing fence and install a new sound wall barrier with its necessary appurtenances.
 - c. To remove existing improvements in the temporary construction easement area.

- 10. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

- a. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
 - b. Until the closing, Seller shall not do anything which would impair Seller's title to any of the Property.
 - c. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
 - d. Seller, at the time of execution of this Agreement, is seized of the Property in fee simple absolute and is the lawful owner of and has good, indefeasible title to the Property.

- 11. INDEMNITY. It is understood and agreed between the parties hereto, that the Buyer, its contractors and assigns will be liable for any and all damages to real or personal property and/or individuals caused by the construction of the sound wall barrier and its appurtenances during the construction period of the temporary construction easement.

- 12. COUNTERPARTS. This agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

13. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Buyer herein. The execution of these documents and the delivery of same to Escrow Agent constitute said acceptance and approval.
14. JURISDICTION AND VENUE. This Agreement shall be governed by and constructed in accordance with the laws of the State of California. The parties consent to the jurisdiction of the California Courts with venue in Orange County.
15. ASSIGNMENT. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto. Buyer may freely assign any or all of its interests or rights under this Agreement or under the Escrow without the consent of Seller.
16. COOPERATION. Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.
17. ENTIRE AGREEMENT, WAIVER AND MODIFICATION. This Agreement is the entire Agreement between the parties with respect to the subject matter of this Agreement. It supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth hereinabove.

MAILING ADDRESS OF SELLER
726 West Collins Ave.
Orange, Ca. 92867

SELLER

Orange Unified School District

Date

MAILING ADDRESS OF BUYER
4000 Metropolitan Drive, Suite 201
Orange, CA 92868

BUYER
**GRANITE-MYERS-RADOS, A JOINT
VENTURE**

By: _____

Date

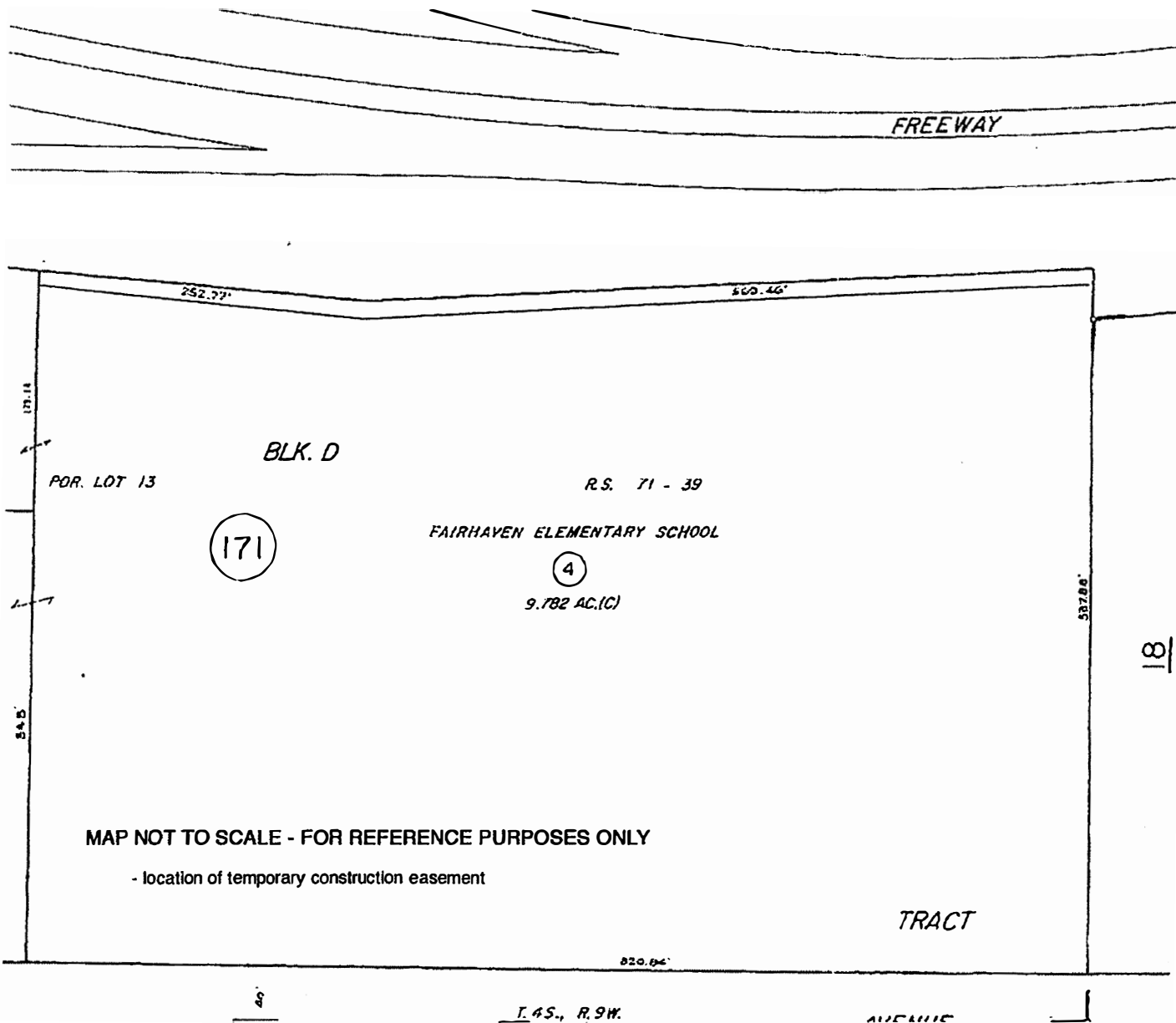
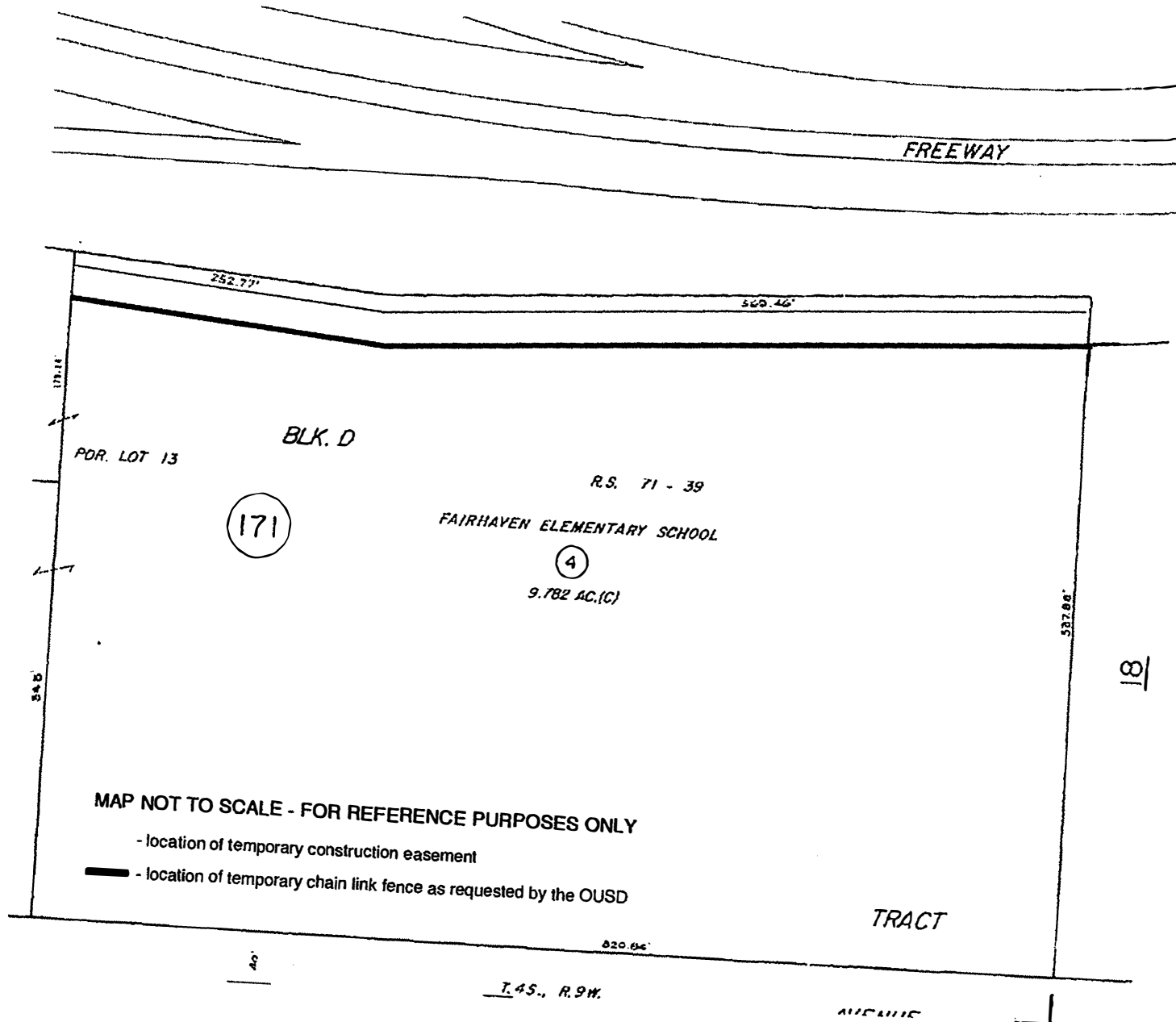


Exhibit A

BOARD AGENDA - APRIL 20, 2006 • 47



**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Orange County Transportation Authority
550 South Main Street
Orange, CA 92863-1584
Attention: Gina Gallagher

**Exempt from Recording Fee
Pursuant to Government Code Section 6103**

**Exempt from Documentary Transfer Tax
Pursuant to R&T Code § 11922**

(Space above this line for Recorder's use)

TEMPORARY CONSTRUCTION EASEMENT

Orange County
Assessor's Parcel Number: 390-171-04

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

ORANGE UNIFIED SCHOOL DISTRICT

HEREBY GRANTS TO THE

GRANITE-MYERS-RADOS, A JOINT VENTURE

A temporary easement for purposes incidental to construct the proposed improvements to widen State Route 22, in, on, over and across that certain real property in the City of Santa Ana, County of Orange, State of California, depicted on Exhibit "A", which exhibit is attached hereto by reference made a part hereof.

It is understood that said temporary easement shall extend for a period of three (3) months commencing forty-eight (48) hours after Grantee provides written notification to Grantor of its intent to commence construction.

In the event said actual use by Grantee, its authorized agents or contractors extends beyond the prescribed period of time, the Grantee shall pay the Grantor at the same contract rate of \$176.00 per month, prorated to the actual date said use is terminated.

It is further understood that when the use of said temporary easement is no longer required which shall not extend beyond the completion of the construction project, said parcel shall be cleared of all debris and left in a neat, clean and presentable condition.

IN WITNESS WHEREOF, the grantor hereto has caused this Temporary Easement Deed to be executed as of this _____ day of _____, 2006.

BY: _____

BY: _____

BY: _____

BY: _____

$1'' = 100'$

Exhibit A

 α

MARCH 1976

A.B. CHAPMAN TRACT
PARCEL MAP

396-36

M.M. 102-15
P.M. 4-45

JACARANDA
AVENUE

396-37
NOTE -
ASSESSOR'S BLOCK &
PARCEL NUMBERS
SHOWN IN CIRCLES

**OLD GRAND
CYBERT**

396-25

ASSESSOR'S MAP
BOOK 390 PAGE 17
COUNTY OF ORANGE

TOPIC: RESOLUTION NO. 45-05-06: SUPPORTING SENATE BILL NO.1358 (SIMITIAN/RUNNER) AND ASSEMBLY BILL NO. 2070 (DAUCHER/LIEBER) - EQUALIZATION

DESCRIPTION: The governor's budget includes \$200 million for school district revenue limit equalization. The \$200 million proposed for 2006/07 will erase approximately forty-five (45) percent of the disparity in funding levels across school districts. OUSD has included \$41.53 per Average Daily Attendance (ADA) or \$1,140,000 in budget projections for 2006/07.

Two identical bills have been introduced to implement the governor's equalization proposal and fully fund equalization for 2006/07 bringing all districts to the 90th percentile. This means that revenue limits will be raised for all districts until ninety (90) percent of the districts are at a minimum revenue limit and only ten (10) percent of the districts are funded above that minimum. The appropriation to fund this proposal exceeds \$400 million. SB 1358 and AB 2070 each have coauthors of both parties reflecting the bipartisan character of this issue. It will take bipartisan support to make the goal of equalization a reality.

The impact for OUSD if equalization is fully funded for 2006/07 is approximately \$92 per ADA or \$2.5 million annually. Full funding would add over \$1.3 million to the \$1,140,000 already budgeted for 2006/07 by OUSD.

This issue involves equal treatment for all students concerning revenue limit funding and will correct revenue limit differences between districts that have existed for years.

FISCAL IMPACT: The fiscal impact if the bills pass with immediate effect will be an additional \$2.5 million for 2006/07.

RECOMMENDATION: It is recommended that the Board of Education adopt Resolution No. 45-05-06 supporting Senate Bill No. 1358 (Simitian/Runner) and Assembly Bill No. 2070 (Daucher/Lieber) - Equalization

RESOLUTION NO. 45-05-06
of the
BOARD OF EDUCATION
of the
ORANGE UNIFIED SCHOOL DISTRICT

**SUPPORTING SENATE BILL NO. 1358 (SIMITIAN/RUNNER) AND ASSEMBLY BILL
NO. 2070 (DAUCHER/LIEBER) - EQUALIZATION**

WHEREAS, Orange Unified School District has historically been funded below the state average base revenue limit for unified school districts; and

WHEREAS, Orange Unified School District is held accountable for the same California Department of Education curriculum content standards as every other school district in the state; and

WHEREAS, funding for public school children in the State of California should not be determined by where a child was born or where a family chooses to live but instead by a base revenue limit that provides a minimum level of funding that is equitable for all children; and

WHEREAS, the Governor's 2006/07 Budget includes \$200 million to fund an estimated forty-five (45) percent of the equalization disparity that exists across all school districts in the state; and

WHEREAS, the appropriation to fully fund the equalization disparity exceeds \$400 million to bring all districts to the 90th percentile, with only ten (10) percent of the districts funded above the minimum revenue limit; and

WHEREAS, Senate Bill No.1358 (Simitian/Runner) and Assembly Bill No.2070 (Daucher/Lieber) are identical bills, receiving bipartisan support and proposing to fully fund equalization for 2006/07: and

WHEREAS, Orange Unified School District will receive approximately \$92 per ADA or \$2.5 million for 2006/07 in additional revenue limit funding if equalization was fully funded.

NOW, THEREFORE BE IT RESOLVED that the Orange Unified School District strongly urges the Legislature pass Senate Bill No.1358 and Assembly Bill No.2070 to amend the Education Code to fully fund equalization and that the Governor sign this legislation to take effect immediately to be included the 2006/07 State Budget.

Wes Poutsma
Clerk of the Board

April 20, 2006

TOPIC: PROPOSED SCHOOL BOARD POLICY 5030 – STUDENT WELLNESS – FIRST READING

DESCRIPTION: The United States Congress enacted and President Bush signed the Child Nutrition and WIC Reauthorization Act of 2004 which requires each local educational agency participating in the National School Breakfast and Lunch Programs to establish a local wellness policy for schools under their jurisdiction.

During the 2004/05 school year, the District Nutrition Advisory Committee met to discuss the need for a formal Wellness Policy. The committee invited other interested parties from the community to participate in a series of committee meetings designed to provide input towards the development of a Wellness Policy for presentation to the Board of Education for adoption.

Beginning in the 2005/06 school year, the Nutritional Advisory Committee reconvened under a new name, Wellness for Student Achievement Committee. A proposed Wellness Policy was developed, reviewed and approved by the Wellness for Student Achievement Committee for presentation to the Board. This is the first step toward meeting the Wellness Policy requirement of The Child Nutrition and WIC Reauthorization Act of 2004. The proposed policy provides an overarching philosophy that will guide staff toward recommending rules and regulations for future Board adoption that will meet the requirement of the reauthorization act for a comprehensive wellness policy.

FISCAL IMPACT: There is no fiscal impact.

RECOMMENDATION: It is recommended that the Board of Education accept proposed Board Policy 5030 – Student Wellness - for a first reading.

Students

Student Wellness Policy

The Board of Education is committed to providing school environments that promote and protect children's health, well being, and ability to learn by supporting healthy eating and increased levels of physical activity.

Access to healthy foods and opportunities to be physically active assist children to grow, learn and thrive. Heart disease, cancer, stroke, and diabetes are responsible for two-thirds of deaths in the United States and major risk factors for those diseases, including unhealthy eating habits, physical inactivity, and obesity, often are established in childhood.

Schools will provide health education, physical education, and nutrition education for all students to foster lifelong habits of healthy eating and physical activity. In addition, schools will establish linkages between health education, school meal programs, parents, and related community services.

All students in grades Pre-K through 12 will have opportunities, support and encouragements to be physically active on a regular basis.

Foods and beverages sold or served at school will meet the nutrition recommendations of the United States Dietary Guidelines for Americans and current California state standards. Guidelines for reimbursable school meals will not be less restrictive than regulations and guidance issued by the United States Secretary of Agriculture pursuant to the Child Nutrition Act and the Richard B. Russell National School Lunch Act.

Qualified child nutrition professionals will provide students, faculty and staff with access to a variety of affordable, nutritious and appealing foods that meet their health and nutrition needs; will respect religious, ethnic and cultural diversity in meal planning; and will provide clean, safe and pleasant settings and adequate time to eat.

The Director of Nutrition Services, Director of Athletics, and Coordinator of Health Services shall be responsible to organize a Wellness for Student Achievement Committee and coordinate services. The Wellness for Student Achievement Committee will engage students, parents, teachers, representatives of the school food authority, members of the Board, school administrators, nutrition professionals, health professionals, district administrators, community based organizations, individual school health committees, and other interested community members to develop recommendations to the Board of Education for adoption of certain rules and regulations to support the goals of this policy. This advisory committee shall also monitor, review, and make periodic reports to the Board regarding the implementation of rules and regulations under this policy.

(Legal Reference next page)

Legal Reference:

EDUCATION CODE

49430-49436 Pupil Nutrition, Health, and Achievement Act of 2001

49490-49493 School breakfast and lunch programs

49500-49505 School meals

49510-49520 Nutrition

49530-49536 Child Nutrition Act

49540-49546 Child care food program

49547-49548.3 Comprehensive nutrition services

49550-49560 Meals for needy students

49565-49565.8 California Fresh Start pilot program

49570 National School Lunch Act

51222 Physical education

51223 Physical education, elementary schools

CODE OF REGULATIONS, TITLE 5

15500-15501 Food sales by student organizations

15510 Mandatory meals for needy students

15530-15535 Nutrition education

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769 National School Lunch Program, especially:

1751 Note Local wellness policy

1771-1791 Child Nutrition Act, including:

1773 School Breakfast Program

1779 Rules and regulations, Child Nutrition Act

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

Adopted:

ORANGE UNIFIED SCHOOL DISTRICT
Orange, California

TOPIC: PROPOSED BOARD POLICY 6159.5, INDEPENDENT EDUCATIONAL EVALUATIONS – FIRST READING

DESCRIPTION: Board Policies and Administrative Regulations are routinely reviewed and updated when changes in law occur or when a specific need arises. The Superintendent is charged with the continuous and orderly review of existing policies and regulations as well as the development of new policies when appropriate.

This new policy is being introduced in accordance with the Individuals with Disabilities in Education Improvement Act (IDEIA) to provide guidelines to parents who request an Independent Educational Evaluation and save the costs of Independent Educational Evaluations that do not follow these guidelines.

Board Bylaw 9311 states: "Prior to adoption, policies shall be given two readings by the Board unless the second reading is waived by Board action. At its second reading, the policy may be adopted by a majority vote of all members of the Board. The Board may waive the second reading and take action or may require additional readings."

The following Board Policy is presented for the first reading:
BP 6159.5 - Independent Educational Evaluations.

FISCAL IMPACT: This item has no fiscal impact.

RECOMMENDATION: It is recommended that the Board of Education receive the attached proposed Board Policy 6159.5, Independent Educational Evaluations, for a first reading.

StudentsIndependent Educational Evaluations

The Board of Education recognizes that parents of a student with a disability have the right to obtain an independent educational evaluation (IEE) at public expense if they disagree with an evaluation completed by the District. Parents may request an independent educational evaluation in response to each evaluation completed by the District. If the request for an independent evaluation comes one year or more from the date of completion of the District's evaluation, the District may seek to complete a reevaluation prior to agreeing to pay for an independent education evaluation.

If parents request an independent educational evaluation at the expense of the District, the parents will be asked for a reason why he or she objects to the District's evaluation. The District, however, may not require the parents to explain their reasons and the District may not unreasonably delay either providing the independent educational evaluation at public expense or initiating a due process hearing to defend its evaluation. Unless the District chooses to initiate a due process hearing in accordance with this policy, the District must respond to the parent's request by providing an independent educational evaluation at public expense.

The District director of special education shall respond without unnecessary delay to parent requests for an independent educational evaluation by:

1. Providing information to parents about where an independent educational evaluation may be obtained and the District criteria applicable for independent educational evaluations. Criteria shall include the requisite qualifications of the independent educational evaluators, any geographical limitations on the evaluation, the allowable maximum charges for specific tests or types of evaluation (unless there are unique circumstances to justify exceeding the allowable costs criteria), and a list of appropriate test instruments; and
2. Either initiating a due process hearing to show that its evaluation is appropriate or ensuring that an independent educational evaluation is provided at public expense.

If the District initiates a hearing and a hearing officer concludes that the District's evaluation is appropriate, the parents will still have the right to an independent educational evaluation, but not at public expense. If a hearing officer requests an independent educational evaluation as part of a hearing, the cost of the evaluation must be at District expense.

If parents obtain an independent educational evaluation at private expense that meets District criteria, the District must consider the results of that evaluation in any decision made with respect to the provision of a free and appropriate public education to the student. The evaluation may also be presented as evidence in a due process hearing regarding that child.

The District director of special education shall establish procedures and criteria for the Orange Unified School District that governs independent educational evaluation.

Legal Reference:

20 U.S.C 1414(a)(1)(A) Evaluations and re-evaluations

20 U.S.C 1415(b)(1) Right to independent educational evaluations

34 CFR 300.321 Re-evaluations

34 CFR 300.502 Independent Educational Evaluations

Comments to 34 CFR 300.502 Independent Educational Evaluations

20 U.S.C. Section 1415(b)(1)

EDUCATIONAL CODE

Section 56327 34 CFR 300.505 Parent Consent – Evaluation

34 CFR 300-530-536 Procedures for Evaluation and Determination Eligibility

34 CFR 300.537 Re-evaluations

36329 Independent Education Assessments

56382 Reassessments

Adopted:

ORANGE UNIFIED SCHOOL DISTRICT
Orange, California

INFORMATION/DISCUSSION ITEMS

TOPIC: ACCEPTANCE OF THE SCHOOL ASSISTANCE AND INTERVENTION TEAM FIFTH BENCHMARK PROGRESS REPORT FOR ESPLANADE ELEMENTARY SCHOOL

DESCRIPTION: Esplanade Elementary School was identified as a "State Monitored" school by the State Board of Education under the requirements of the Immediate Intervention/Underperforming Schools Program (II/USP.) In September, 2004, under the requirements of the II/USP legislation, the Orange Unified School District contracted with the Orange County Department of Education, a state approved School Assistance and Intervention Team (SAIT) provider, to provide support to Esplanade Elementary School to implement the school reform initiatives in the Corrective Action Report and report the progress in achieving the benchmarks of the report for eighteen months.

The SAIT team has completed its "Fifth Benchmark Report" detailing the progress of Esplanade Elementary School on Recommended Corrective Actions identified November, 2004, to improve pupil literacy and achievement in order to make progress toward meeting the school's growth target. Staff will present a summary of the findings from the "Fifth Benchmark Report."

FISCAL IMPACT: No general funds will be expended.

RECOMMENDATION: It is recommended that the Board of Education receive the Corrective Action Fifth Benchmark Progress Report from the Orange County Department of Education School Assistance and Intervention Team.

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. A brief presentation on summary results will be followed by an opportunity for questions and answers.
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.

TOPIC:	ENERGY EDUCATION, INC. PRESENTATION ON PROPOSED ENERGY MANAGEMENT PROGRAM
DESCRIPTION:	<p>A representative from Energy Education, Inc. will present an Energy Management Program that has been successful in school districts across the nation and has developed impressive results in a growing number of California school districts. The potential savings for OUSD is substantial and implementing the program is in line with District Priority Area 3.0 Fiscal Responsibility.</p> <p>This brief presentation will include a short DVD overview of the program and opportunity for questions and answers.</p>
FISCAL IMPACT:	No fiscal impact for this item – for information only.
RECOMMENDATION:	It is recommended that the Board of Education receive this information as presented.

CONSENT ITEMS

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

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: \$2,154,963.95

RECOMMENDATION: It is recommended that the Board of Education approve the Purchase Orders List dated March 13, through April 9, 2006 in the amount of \$2,154,963.95.

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: \$5,372,805.83

RECOMMENDATION: It is recommended that the Board of Education approve the Warrants List dated March 13, to April 9, 2006 in the amount of \$5,372,805.83.

TOPIC:

GIFTS

DESCRIPTION:

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

- Two large steel containers to be used for emergency supplies and storage at Running Springs ES, donated by Running Springs PTA
- 140 "Local Birds of Orange County" books to be used in science packets for field trips of outdoor nature, donated by Local Trading Company

FISCAL IMPACT:

This item has no fiscal impact.

RECOMMENDATION:

It is recommended the Board of Education accept the donation(s) and that a letter of appreciation be forwarded to each benefactor.

DONATIONS

March 11-31, 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: **CONTRACT SERVICES REPORT – BUSINESS SERVICES**

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

**CONSTRUCTION
TESTING &
ENGINEERING, INC.**

The Division of the State Architect (DSA) requires special inspection services and materials testing by a DSA approved laboratory. Construction Testing & Engineering will provide the services for the Prospect Elementary School Modernization Project.

Special Reserve/Capital Projects.....not to exceed.....\$ 25,000
40.00-0807-0-6280-9520-8500-259-416-000 (Christensen)
(including reimbursables)

GKK WORKS

The District has retained the services of GKK Works to design the modernization of Esplanade 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 GKK Works to provide the designs for the “village”, coordinate approval from the City of Orange Fire Department and Division of the State Architect.

Special Reserve/Capital Projects.....not to exceed.....\$ 35,000
40.00-0803-0-6276-9520-8500-243-416-000 (Christensen)
(including reimbursables)

JOYCE INSPECTIONS

The District occasionally requires a certified Department of the State Architect (DSA) inspection firm to provide inspection for small projects (i.e., portables, structural changes, electrical, mechanical or anything requiring DSA approval). Joyce Inspections is qualified and can provide these services.

General Fund\$5,000
01.00-8150-0-5850-0000-8110-810-410-000 (Harlin)

NYBERG ARCHITECTS

The District requires design services which include architectural drawings, electrical drawings, and specifications to obtain DSA approval for the installation of three portable classrooms for the Regional Occupational Program (ROP). These portables will be installed at Villa Park, El Modena, and Richland High Schools to allow ROP programs to be offered to more high school students. All costs associated with the installation of these portables will be expended from ROP designated (restricted) funds.

General Fund..... not to exceed.....\$25,000
01.00-9359-0-5850-7110-8500-602-602-000 (Christensen/Filbeck)
(including reimbursables)

OUSD/Archibald/Christensen/Harlin/Lichten/Sorrera
Board Agenda
April 20, 2006

MARK J. PAONE, AIA

The District has retained the services of Mark Paone to design the modernization of Prospect Elementary School. As Prospect is modernized, the small 20:1 (600 sq. ft.) classrooms are being increased back to the original size of 960 sq. ft. as required by the California Department of Education. This requires the installation of one additional portable on the campus. Also, the existing portable is in very poor condition and has asbestos in the exterior plaster finish. The building is scheduled to be demolished during modernization. There are available portables at Taft ES that are in very good condition. This approval will authorize Mark Paone to develop the plans and obtain the approvals necessary to move the two existing portables from Taft ES to Prospect ES.

Special Reserve/Capital Projects.....not to exceed.....\$25,000
40.00-0807-0-6219-9520-8500-259-416-000 (Christensen)
(including reimbursables)

MARK J. PAONE, AIA

Paone Architects will prepare electrical drawings, specifications and obtain DSA approval for the proposed alterations, rehabilitation and additions to upgrade the fire alarm system at Canyon High School.

Deferred Maintenance....(Includes Reimbursables).....\$40,810
14.00-6205-0-5850-0000-8110-390-410-000 (Harlin)

**SCHOOL
CONSTRUCTION
COMPLIANCE, LLC**

The Office of Public School Construction (OPSC) requires that school districts participating in the state modernization program have in place a Labor Compliance Program (LCP). One of the components of the LCP is that contractor's certified payroll reports are audited and their employees interviewed. School Construction Compliance (SCC) provides these services for OUSD. This authorization is for SCC to provide the services necessary for the Prospect Elementary School modernization project.

Special Reserve/Capital Projects.....not to exceed.....\$ 42,000
40.00-0807-0-6255-9520-8500-259-416-000 (Christensen)
(including reimbursables)

**SCHOOL
INNOVATIONS &
ADVOCACY**

Staff recommends contracting with School Innovations & Advocacy for the processing of mandated costs reimbursement claims for fiscal year 2005/06 and 2006/07 estimate claims. With the ongoing efforts of the various public agencies to seek reimbursement for state-mandated activities, there is an ever-increasing number of areas in which to seek monetary restitution. The state reimburses 100% of the cost for the contracted services for preparing and filing of mandated costs reimbursement claims..

General Fund..... not to exceed.....\$39,100
01.00-0000-0-5850-0000-7300-421-401-000 (Sorrera)

**SOUTHERN
CALIFORNIA
RISK MANAGEMENT
ASSOCIATES, INC.
(SCRMA)**

SCRMA is the claim administrator for the District's workers' compensation program. Continuity of claims management, the Medical Provider Network, and utilization review have all contributed in the reduction of cost for the program this year. The fee includes administration and network access to claim files. Authorization of this item will permit staff to contract with SCRMA for the 2006/07 fiscal year.

Self-Insurance Fund.....not to exceed.....\$123,935
68-00-0000-0-5850-9446-6000-31-501-000 (Lichten)

FISCAL IMPACT: \$360,845

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 546 – TREE TRIMMING SERVICES FOR 2005-06

Project(s):	Districtwide
Original Board Approval:	July 17, 2003
Original Purchase Order:	600301
Completion Date:	March 24, 2006
Contractor:	TruGreen LandCare
Original Project Amount:	\$40,950
Change Order(s) Amount:	\$ -0-
Total Project Amount:	\$40,950
Fund(s):	General Fund (01)

BID 565 – NEW FIRE ALARM SYSTEM

Project(s):	El Modena High School
Original Board Approval:	July 14, 2005
Original Purchase Order:	601481
Completion Date:	March 29, 2006
Contractor:	National Fire Alarm Systems
Original Project Amount:	\$292,400
Change Order(s) Amount:	\$ 29,200 (<i>Additional conduits, replacement of flow switches, underground pipes</i>)
Total Project Amount:	\$321,600
Fund(s):	Deferred Maintenance (14)

BID 571 – RE-ROOFING

Project(s):	McPherson Magnet School
Original Board Approval:	August 18, 2005
Original Purchase Order:	602044
Completion Date:	March 29, 2006
Contractor:	Letner Roofing Co.
Original Project Amount:	\$235,000
Change Order(s) Amount:	\$ 17,942 (<i>Plywood repairs – various buildings</i>)
Total Project Amount:	\$252,942
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: **DECLARATION OF SURPLUS ITEMS AND AUTHORIZATION TO ENTER INTO CONTRACTS AND DISPOSE OF SURPLUS ITEMS**

DESCRIPTION: District sites and programs have accumulated various pieces of equipment, vehicles, materials, and other District items that are obsolete, beyond economical repair, or are no longer required within the current curriculum or for other school purposes. Education Code Section 17545 *et seq* and Board Policy 3270(a) provide for the sale of District items. A list of items to be declared surplus is attached and the items will be dispositioned by public or private sale. All items are subject to reallocation within the District prior to sale.

The District is planning to dispose of surplus items using the most effective public and private sale methods including utilizing the professional services of General Auction Company and other firms as needed. It is estimated that each item has a value of less than \$2,500. Public sale of District surplus items will be conducted at the General Auction Company located at 7015 Knott Avenue, Buena Park at regularly scheduled auctions through June 30, 2007.

The District received quotes based upon fees and a percentage of gross sales as follows:

- General Auction Company 25%
- The Liquidation Company 35%
- Bendis Companies, Inc. No quote

Based upon the quotations and service, staff recommends contracting with the General Auction Company for compensation of 25% of gross sales proceeds and related vehicle transfer fee expenses for most categories of items.

The District regularly collects large numbers of obsolete and damaged electronic equipment such as computer monitors, CPUs, keyboards, and the like. These particular items take up a lot of District space and are becoming increasingly difficult to dispose of due to marketplace changes and environmental law changes. The District plans to dispose of these types of obsolete electronic components and other miscellaneous items on a regular basis throughout the year, in order to avoid accumulation and potential costs in the near future to dispose of these items. Damaged units are discarded. Saleable units

will be sold and other units may be donated to local charitable organizations such as Goodwill Industries.

The firm of EZ Recycling, Inc. has submitted an offer to collect the electronic components and provide certificates of destruction or remanufacturing at no cost to the District. It is recommended that the District utilize the services of this firm as may be needed for these components and thereby save up to \$30 per unit in potential disposal charges.

FISCAL IMPACT: Income less commission expenses of 25% of gross sales.

RECOMMENDATION: It is recommended that the Board of Education declare the items listed as surplus and approve the disposition of the District surplus items in accordance with Education Code Section 17545 and Board Policy 3270. It is also recommended that the Board of Education authorize the District to enter into appropriate contracts with General Auction Company, EZ Recycling, Inc., and other firms and organizations as needed for the sale or disposition of District surplus items.

TOPIC: RESOLUTION NO. 44-05-06: APPROVAL TO UTILIZE A COOPERATIVE PURCHASING AGREEMENT BETWEEN THE GLENDALE UNIFIED SCHOOL DISTRICT AND SOUTHERN CALIFORNIA AIR CONDITIONING DISTRIBUTORS, INC., NOW KNOWN AS U.S. AIR CONDITIONING, FOR HEATING, VENTILATION AND AIR CONDITIONING EQUIPMENT AND RELATED COMPONENTS

DESCRIPTION: The District's Purchasing Department continuously reviews contracts for equipment, supplies, services and other items which have been competitively placed by major public agencies. The purpose of the review is to determine the most cost effective basis for the District to procure its own equipment and supplies.

The District has an ongoing need to purchase heating, ventilation and air conditioning equipment and related components. Glendale Unified School District's Bid No. P11-02/03 awarded to Southern California Air Conditioning Distributors, Inc., now known as U.S. Air Conditioning (USAC), allows school districts to utilize the Price Agreement. School districts choosing to utilize this bid may select one or more approved educational dealers for product and service support.

Based upon the contract pricing and service review, staff believes approval of this agreement is in the best interest of the District. This arrangement is authorized pursuant to Public Contract Code section 20118.

The use of Glendale Unified School District's Bid P11-02/03 price agreement is effective through December 2, 2006 and renewable for one (1) additional year.

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 approve the renewal of District utilization of the Glendale Unified School District's Bid P11-02/03 to procure heating, ventilation and air conditioning equipment and related components from Southern California Air Conditioning Distributors, Inc., now known as U.S. Air Conditioning, as required.

RESOLUTION NO. 44-05-06
of the
BOARD OF EDUCATION
of the
ORANGE UNIFIED SCHOOL DISTRICT

RESOLUTION TO UTILIZE A SPECIFIC PRICING AGREEMENT
BETWEEN THE GLENDALE UNIFIED SCHOOL DISTRICT AND
SOUTHERN CALIFORNIA AIR CONDITIONING DISTRIBUTORS, INC.,
NOW KNOWN AS U.S. AIR CONDITIONING

WHEREAS, Public Contract Code Section 20118 provides for school districts to utilize other public agency competitively bid contracts; and

WHEREAS, an agreement between the Glendale Unified School District and Southern California Air Conditioning Distributors, Inc., now known as U.S. Air Conditioning, provide for heating, ventilation and air conditioning equipment and related component acquisition at competed prices; and

WHEREAS, the Glendale Unified School District and Southern California Air Conditioning Distributors, Inc., now known as U.S. Air Conditioning, have made this agreement available to all public agencies and school districts as stated in the agreement; and

WHEREAS, the warrants for acquisitions will be drawn in favor of the vendor as named in the agreement;

NOW, THEREFORE, BE IT RESOLVED and ordered that the Orange Unified School District Board of Education determines that it is in the best interest of the District to authorize utilization of Bid P11-02/03 pricing agreement between the Glendale Unified School District and Southern California Air Conditioning Distributors, Inc., now known as U.S. Air Conditioning, through December 2, 2006, for the acquisition of heating, ventilation and air conditioning equipment and related components as specified under the terms and conditions of the contract.

IN WITNESS OF THE ABOVE STATED ACTION, I have hereunto set my hand this 20th day of April, 2006.

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN:: _____

Wes Poutsma
Clerk of the Board

OUSD/Archibald/Kemp
Board Agenda
April 20, 2006

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: \$129,531

Classified: \$ 83,203

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
	CHANGE OF STATUS									
	Perez, Kristen	Teacher	SpEd/Rohlander			4/10/06	6/19/06	Contract Status from 60% to 10%		
	LEAVE OF ABSENCE									
1	Bell, Kyle	Teacher	Canyon HS/Duncan			8/28/06	6/16/07	Unpaid LOA/Personal/No Benefits		
2	Bolton, Michelle	Psycholog	Psych/Ferencz			3/13/06	3/31/06	Unpaid FMLA Personal w/Benefits		
3	Corey, Leigh Ann	Teacher	Yorba/Huerta			8/28/06	6/16/07	Unpaid LOA/Personal/No Benefits		
4	Dambach, Valerie	Teacher	Canyon HS/Duncan			3/16/06	6/16/06	Return from Unpaid/LOA/Personal/No Benefits		
5	Wartenberg, Christine	Teacher	Fairhaven/Stoces			4/12/06	5/26/06	Unpaid FMLA Child Care w/Benefits		
	SEPARATIONS									
1	Allen, Cynthia	Teacher	Curriculum/Koester			6/16/06		Retirement		
2	Frost, Karyl	Teacher	Olive/Smith			3/10/06		Retirement		
3	Jones, Suzanne	Admin	Running Springs/Morga			6/23/06		Retirement		
4	Kidman, Amy	Teacher	Orange HS/Johnson			3/16/06		39 Month Rehire List		
5	Lemberger, Joann	Teacher	Fairhaven/Stoces			6/19/06		Retirement		
6	Marshall, Shirley	Admin	Villa Park/Morga			6/23/06		Retirement		
7	Mershon, Rosalie	Teacher	Nohl Canyon/Parker			6/16/06		Retirement		
8	Morel, Janice	Teacher	Sycamore/Reynolds			6/19/06		Retirement		
9	Tillis, Karen	Teacher	Nohl Canyon/Parker			6/16/06		Retirement		

Staff Responsibility:
Ed Kissee, 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
	EXTRA PAY									
1	Adair-Lynch, Cynthia	Teacher	Chapman Hills/Van Eck	misc hrly rate	32.51	9/1/05	6/15/06	Technology support	5	162.55
2	Adamiak, Rebecca	Teacher	Chapman Hills/Van Eck	misc hrly rate	32.51	9/1/05	6/15/06	Family Writing Night	5	162.55
3	Adamiak, Rebecca	Teacher	Chapman Hills/Van Eck	misc hrly rate	32.51	9/1/05	6/15/06	STAR Preparation	5	162.55
4	Agle, Susan	Teacher	Special Prog/Van Eck	misc hrly rate	32.51	4/24/06	6/2/06	La Purisima Tutoring	38	1,235.38
5	Alvarez, Anthony	Teacher	Special Prog/Ochoa	misc hrly rate	32.51	3/16/06	6/1/06	EL Advisors Meetings	6	195.06
6	Amsbary, Whitney	Teacher	Nohl Canyon/Parker	misc hrly rate	32.51	3/1/06	4/30/06	Assessments	6	195.06
7	Anderson, Maria	Teacher	El Modena HS/Bailey	misc hrly rate	32.51	4/1/06	5/30/06	SAT Prep Workshops	6	195.06
8	Arellano, Elsa	Teacher	DATE/Pollock	misc hrly rate	32.51	7/1/05	6/30/06	Site Facilitator	20	650.20
9	Armenta, Cynthia	Teacher	La Veta/Ochoa	misc hrly rate	32.51	3/6/06	5/31/06	Teaching Study Skills	60	1,950.60
10	Ash, Leigh Ann	Teacher	Serrano/Ochoa	misc hrly rate	32.51	3/1/06	6/6/06	Tutoring EL Students	20	650.20
11	Baumann, Matthew	Teacher	Esplanade/Van Eck	misc hrly rate	32.51	4/13/06	6/9/06	Tutoring Math/Language Arts	226	7,331.01
12	Beauvais, Suzanne	Counselor	Orange HS/Van Eck	misc hrly rate	32.51	2/25/06	2/25/06	Cash for College	5	162.55
13	Beckman, Karen	Teacher	Chapman Hills/Van Eck	misc hrly rate	32.51	9/1/05	6/15/06	Instructional Leadership	5	162.55
14	Blume, Julie	Teacher	Chapman Hills/Van Eck	misc hrly rate	32.51	9/1/05	6/15/06	Instructional Leadership	4	130.04
15	Blume, Julie	Teacher	Chapman Hills/Van Eck	misc hrly rate	32.51	9/1/05	6/15/06	Leadership Development	5	162.55
16	Bosworth, Janice	Teacher	Cerro Villa/Rohlander	misc hrly rate	32.51	3/22/06	6/16/06	Student Support	60	1,950.60
17	Boyd, Kathy	Counselor	DATE/Pollock	misc hrly rate	32.51	7/1/05	6/30/06	Site Facilitator	20	650.20
18	Buford, Camile	Counselor	El Modena HS/Roney	misc hrly rate	32.51	3/1/05	6/30/06	At Risk Students	24	780.24
19	Burke, Angela	Teacher	Villa Park HS/Lichten	misc hrly rate	32.51	6/19/06	6/30/06	Chemical Inventory	10	325.10
20	Carlson, Amanda	Teacher	Linda Vista/Van Eck	misc hrly rate	32.51	3/6/06	4/24/06	Intervention	20	650.20
21	Castro, Andrew	Teacher	Cerro Villa/Ochoa	misc hrly rate	32.51	3/13/06	3/30/06	EL Academy	6	195.06
22	Chang, Christy	Counselor	DATE/Pollock	misc hrly rate	32.51	7/1/05	6/30/06	Site Facilitator	20	650.20
23	Coe, Antoinette	Teacher	Jordan/Van Eck	misc hrly rate	32.51	3/27/06	6/16/06	Literacy Instruction Support	200	6,502.00
24	Conrad, Stephanie	Teacher	Parkside/Rohlander	misc hrly rate	32.51	3/20/06	3/31/06	Assessments & IEP's	3	97.53
25	Corbett, Gwen	Teacher	Villa Park HS/Lichten	misc hrly rate	32.51	6/19/06	6/30/06	Chemical Inventory	10	325.10
26	Coulter, Deborah	Teacher	Jordan/Van Eck	misc hrly rate	32.51	4/24/06	6/15/06	Tutoring	10	325.10
27	Davidson, Dorielle	Teacher	Canyon Rim/Ochoa	misc hrly rate	32.51	4/18/06	6/8/06	Tutoring	8	260.08
28	Davidson, Dorielle	Teacher	Canyon Rim/Eslick	misc hrly rate	32.51	4/18/06	6/8/06	Native American Tutoring	8	260.08
29	Davis, Kathy	Teacher	Esplanade/Stoterau	misc hrly rate	32.51	1/30/06	6/30/06	Adoption Committee Mtg	6	195.06
30	Dawson, Juanita	Teacher	Parkside/Rohlander	misc hrly rate	32.51	3/20/06	3/31/06	Assessments & IEP's	6	195.06
31	Deuning, Connie	Teacher	Villa Park HS/Rich	misc hrly rate	32.51	1/3/06	6/16/06	Writing of WASC Report	25	812.75

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
32	Dieppa, Laurie	Teacher	Taft/Ochoa	misc hrly rate	32.51	3/8/06	6/1/06	Intervention	20	650.20
33	Erickson, Kathy	Teacher	Canyon Rim/Ochoa	misc hrly rate	32.51	4/18/06	6/8/06	Tutoring	16	520.16
34	Espinosa, Elsie	Teacher	Yorba/Van Eck	payment	110.00	4/1/06	4/1/06	Saturday Workshop	1	110.00
35	Folcke, Alison	Teacher	Silverado/Van Eck	payment	110.00	4/3/06	4/7/06	Off Track Conference	5	550.00
36	Foreman, Amelia	Teacher	Orange HS/Van Eck	misc hrly rate	32.51	5/1/06	6/4/06	SAT Prep Workshops	30	975.30
37	Foreman, Amelia	Teacher	Orange HS/Lichten	misc hrly rate	32.51	6/19/06	6/30/06	Chemical Inventory	15	487.65
38	Fusco, Judy	Teacher	Villa Park HS/Rich	misc hrly rate	32.51	1/3/06	6/16/06	Writing of WASC Report	25	812.75
39	Garcia, Lorena	Counselor	Orange HS/Van Eck	misc hrly rate	32.51	2/10/06	2/25/06	Cash for College	10	325.10
40	Gellatly, Elizabeth	Teacher	Sycamore/Van Eck	misc hrly rate	32.51	11/5/05	6/6/06	SES Coordinator	35	1,137.85
41	Gellatly, Elizabeth	Teacher	Sycamore/Ochoa	payment	110.00	3/21/06	3/24/06	Off Track Conference	4	440.00
42	Gill, Virginia	Teacher	Jordan/Van Eck	misc hrly rate	32.51	4/24/06	6/15/06	Tutoring	22	715.22
43	Glickman, Dorothy	Counselor	Special Prog/Ochoa	misc hrly rate	32.51	3/16/06	6/1/06	EL Advisors Meetings	6	195.06
44	Green, Lisa	Teacher	Special Prog/Ochoa	misc hrly rate	32.51	3/16/06	6/1/06	EL Advisors Meetings	6	195.06
45	Guzman, Kristen	Teacher	Sycamore/Ochoa	payment	110.00	3/21/06	3/24/06	Off Track Conference	4	440.00
46	Gyswyt, JaDonne	Teacher	El Modena HS/Lichten	misc hrly rate	32.51	6/19/06	6/30/06	Chemical Inventory	24	780.24
47	Haas, Cara	Teacher	Parkside/Rohlander	payment	110.00	3/30/06	3/30/06	Off Track Conference	1	110.00
48	Haas, Cara	Teacher	Parkside/Rohlander	misc hrly rate	32.51	3/20/06	3/31/06	Assessments & IEP's	3	97.53
49	Hanger, Mary	Teacher	Villa Park HS/Lichten	misc hrly rate	32.51	6/19/06	6/30/06	Chemical Inventory	10	325.10
50	Harrington, Steve	Counselor	El Modena HS/Roney	misc hrly rate	32.51	9/10/05	6/30/06	At Risk Students	15	487.65
51	Hayes, Roberta	Teacher	Linda Vista/Van Eck	misc hrly rate	32.51	3/6/06	4/24/06	Intervention	20	650.20
52	Higgins, Michael	Teacher	Chapman Hills/Van Eck	misc hrly rate	32.51	9/1/05	6/15/06	Instructional Leadership	5	162.55
53	Higgins, Michael	Teacher	Chapman Hills/Van Eck	misc hrly rate	32.51	9/1/05	6/15/06	Leadership Development	5	162.55
54	Hunt, Amy	Teacher	La Veta/Dahquist	misc hrly rate	32.51	1/10/06	5/12/06	Test Prep	15.5	503.91
55	Hunter, Erin	Teacher	Nohl Canyon/Eslick	misc hrly rate	32.51	9/10/05	6/30/06	Native American Tutoring	15	487.65
56	Iadevaia, Debbie	Teacher	Esplanade/Van Eck	misc hrly rate	32.51	3/20/06	4/14/06	Coordinate Safety School Plan	4	130.04
57	Irwin, Heather	Teacher	Parkside/Rohlander	misc hrly rate	32.51	2/6/06	3/5/06	Assessments & IEP's	35	1,137.85
58	Jansen, Sharolyn	Teacher	El Modena HS/Bailey	misc hrly rate	32.51	4/1/06	5/30/06	SAT Prep Workshops	6	195.06
59	Jarvi, Rene	Teacher	Parkside/Rohlander	misc hrly rate	32.51	3/20/06	3/31/06	Intersession	32	1,040.32
60	Johnson, Betty	Teacher	Esplanade/Rohlander	misc hrly rate	32.51	3/20/06	3/31/06	Assessments & IEP's	40	1,300.40
61	Junvik, Catherine	Teacher	Taft/Van Eck	misc hrly rate	32.51	3/1/06	6/1/06	Math Intervention	15	487.65
62	Kiefer, Sheila	Teacher	Nohl Canyon/Eslick	misc hrly rate	32.51	9/10/05	6/30/06	Native American Tutoring	15	487.65
63	Kim, Katherine	Teacher	Canyon Rim/Ochoa	misc hrly rate	32.51	4/18/06	6/8/06	Tutoring	14	455.14
64	Kleeb, Wendy	Teacher	Yorba/Van Eck	payment	110.00	4/1/06	4/1/06	Saturday Workshop	1	110.00
65	Kotsubo, Emily	Teacher	Parkside/Rohlander	misc hrly rate	32.51	3/20/06	3/31/06	Assessments & IEP's	3	97.53

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	Langdale, Kerry	Teacher	Canyon HS/Rohlander	misc hrly rate	32.51	2/25/06	6/16/06	Student Support	16	520.16
67	Langdale, Kerry	Teacher	Canyon HS/Lichten	misc hrly rate	32.51	6/19/06	6/30/06	Chemical Inventory	16	520.16
68	Lantz, Leigh	Teacher	Special Prog/Ochoa	misc hrly rate	32.51	3/16/06	6/1/06	EL Advisors Meetings	6	195.06
69	Lavigne, Carrie	Teacher	Special Prog/Ochoa	misc hrly rate	32.51	3/16/06	6/1/06	EL Advisors Meetings	6	195.06
70	Leigh, Ashleigh	Teacher	Chapman Hills/Van Eck	misc hrly rate	32.51	9/1/05	6/15/06	Instructional Leadership	5	162.55
71	Lentini, Daniel	Teacher	Parkside/Rohlander	misc hrly rate	32.51	3/20/06	3/31/06	Intersession	80	2,600.80
72	Madsen, Lori	Teacher	Chapman Hills/Van Eck	misc hrly rate	32.51	9/1/05	6/15/06	Instructional Leadership	5	162.55
73	Maloof-Owen, Jeanet	Teacher	Silverado/Van Eck	payment	110.00	4/3/06	4/7/06	Off Track Conference	5	550.00
74	Mariano, Patricia	Teacher	Yorba/Van Eck	payment	110.00	4/1/06	4/1/06	Saturday Workshop	1	110.00
75	McCullough, Mary	Teacher	Esplanade/Van Eck	misc hrly rate	32.51	3/20/06	4/14/06	Coordinate Safety School Plan	4	130.04
76	McGaff, Heather	Teacher	Parkside/Rohlander	payment	110.00	3/30/06	3/30/06	Off Track Conference	1	110.00
77	McGaff, Heather	Teacher	Parkside/Rohlander	misc hrly rate	32.51	3/20/06	3/31/06	Assessments & IEP's	3	97.53
78	McLendon, Amy	Teacher	Parkside/Rohlander	misc hrly rate	32.51	3/20/06	3/31/06	Intersession	45	1,462.95
79	Mitten, Brenda	Teacher	SpEd/Rohlander	daily rate	456.84	7/1/06	6/15/07	IEP's & Assessments	25	11,421.10
80	Montoya, Carol	Teacher	Jordan/Van Eck	misc hrly rate	32.51	4/24/06	6/15/06	Tutoring	10	325.10
81	Mooney, Carol	Teacher	Villa Park HS/Rich	misc hrly rate	32.51	1/3/06	6/16/06	Writing of WASC Report	25	812.75
82	Moore, Ling-Ka	Teacher	Special Prog/Eslick	misc hrly rate	32.51	11/16/05	6/30/06	Native American Tutoring	8	260.08
83	Moran, Jody	Teacher	Cambridge/Van Eck	misc hrly rate	32.51	3/1/06	4/29/06	At-Risk Student Support	300	9,753.00
84	Morris, Patrice	Teacher	Yorba/Van Eck	payment	110.00	4/1/06	4/1/06	Saturday Workshop	1	110.00
85	Mullins, Susan	Teacher	Crescent Inter/Rohland	daily rate	219.61	3/20/06	3/31/06	Assessments & IEP's	10	2,196.10
86	Nghiem, Hieu	Teacher	Lampson/Van Eck	misc hrly rate	32.51	3/23/06	5/31/06	Translating	30	975.30
87	Nuttall, George	Teacher	Special Prog/Van Eck	misc hrly rate	32.51	4/24/06	6/2/06	La Purisima Tutoring	38	1,235.38
88	Paoli, Amy	Teacher	Parkside/Rohlander	misc hrly rate	32.51	3/20/06	3/31/06	Intersession	80	2,600.80
89	Parizeau, Michelle	Counselor	El Modena HS/Roney	misc hrly rate	32.51	9/1/05	6/30/06	At Risk Students	50	1,625.50
90	Petersen, Deidre	Teacher	Special Prog/Stoterau	misc hrly rate	32.51	1/30/06	6/30/06	Adoption Committee Mtg	6	195.06
91	Ponce, Nancy	Teacher	Parkside/Rohlander	payment	110.00	3/30/06	3/30/06	Off Track Conference	1	110.00
92	Ponce, Nancy	Teacher	Parkside/Rohlander	misc hrly rate	32.51	3/20/06	3/31/06	Assessments & IEP's	3	97.53
93	Praska, Scott	Teacher	Sycamore/Ochoa	payment	110.00	3/21/06	3/24/06	Off Track Conference	4	440.00
94	Quiros, Pam	Teacher	Villa Park HS/Rich	misc hrly rate	32.51	1/3/06	6/16/06	Writing of WASC Report	25	812.75
95	Ramirez, Rosa	Teacher	Special Prog/Van Eck	misc hrly rate	32.51	4/24/06	6/2/06	La Purisima Tutoring	38	1,235.38
96	Randal, Susan	Teacher	Yorba/Van Eck	payment	110.00	4/1/06	4/1/06	Saturday Workshop	1	110.00
97	Randall, Tara	Teacher	Lampson/Eslick	misc hrly rate	32.51	9/10/05	6/30/06	Native American Tutoring	30	975.30
98	Reese, Shawna	Teacher	Parkside/Rohlander	misc hrly rate	32.51	3/20/06	3/31/06	Assessments & IEP's	3	97.53
99	Risse, Laura	Teacher	Fairhaven/Rohlander	misc hrly rate	32.51	4/10/06	5/15/06	Home Teaching	25	812.75

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
100	Risse, Laura	Teacher	Parkside/Rohlander	payment	110.00	3/30/06	3/30/06	Off Track Conference	1	110.00
101	Rizzo, Karen	Teacher	Special Prog/Ochoa	misc hrly rate	32.51	3/16/06	6/1/06	EL Advisors Meetings	6	195.06
102	Robertson, Cheryl	Teacher	Special Prog/Ochoa	misc hrly rate	32.51	3/16/06	6/1/06	EL Advisors Meetings	6	195.06
103	Rohrig, Toni	Teacher	Lampson/Ochoa	misc hrly rate	32.51	2/1/06	6/30/06	After School Programs	45	1,462.95
104	Rooten, Gregg	Teacher	Orange HS/Van Eck	misc hrly rate	32.51	3/21/06	3/22/06	Proctor CAHSEE	16	520.16
105	Ryan, Mitchell	Teacher	Orange HS/Van Eck	misc hrly rate	32.51	5/1/06	6/4/06	SAT Prep Workshops	30	975.30
106	Schlossnagle, Gary	Teacher	El Modena HS/Bailey	misc hrly rate	32.51	4/1/06	5/30/06	SAT Prep Workshops	12	390.12
107	Scott-Griffith, Christie	Teacher	Esplanade/Van Eck	misc hrly rate	32.51	3/20/06	4/14/06	Coordinate Safety School Plan	4	130.04
108	Shaver, Michelle	Teacher	Orange HS/Rohlander	misc hrly rate	32.51	3/6/06	6/16/06	Home Teaching	25	812.75
109	Shaver, Michelle	Teacher	Orange HS/Lichten	misc hrly rate	32.51	6/19/06	6/30/06	Chemical Inventory	15	487.65
110	Sidler, Paula	Counselor	El Modena HS/Roney	misc hrly rate	32.51	9/1/05	6/30/06	At Risk Students	24	780.24
111	Smallman, James	Teacher	El Modena HS/Roney	misc hrly rate	32.51	2/1/06	3/5/06	CAHSEE Instruction	5	162.55
112	Snyder, Gary	Teacher	Yorba/Van Eck	payment	110.00	4/1/06	4/1/06	Saturday Workshop	1	110.00
113	Snyder, Jana	Teacher	Parkside/Rohlander	misc hrly rate	32.51	2/6/06	3/5/06	Assessments & IEP's	35	1,137.85
114	Snyder, Jana	Teacher	Parkside/Rohlander	misc hrly rate	32.51	3/20/06	3/31/06	Assessments & IEP's	3	97.53
115	Song, Betsy	Teacher	Chapman Hills/Van Eck	misc hrly rate	32.51	9/1/05	6/15/06	Leadership Development	5	162.55
116	Stomp, Melissa	Teacher	Esplanade/Rohlander	misc hrly rate	32.51	3/8/06	6/15/06	Assessments & IEP's	30	975.30
117	Stout, Amber	Teacher	Canyon Rim/Rohlander	misc hrly rate	32.51	7/19/06	6/21/07	Speech/Language Services	80	2,600.80
118	Takacs, Gabor	Teacher	Canyon HS/Lichten	misc hrly rate	32.51	6/19/06	6/30/06	Chemical Inventory	16	520.16
119	Taormina, Mary	Teacher	Yorba/Van Eck	payment	110.00	4/1/06	4/1/06	Saturday Workshop	1	110.00
120	Tayag, Bernard	Teacher	Cerro Villa/Ochoa	misc hrly rate	32.51	3/13/06	3/30/06	EL Academy	6	195.06
121	Taylor, Jennifer	Teacher	Cerro Villa/Ochoa	misc hrly rate	32.51	3/20/06	6/2/06	EL Writing Academy	30	975.30
122	Tippets, Rebekka	Teacher	Parkside/Rohlander	misc hrly rate	32.51	3/20/06	3/31/06	Intersession	45	1,462.95
123	Topor, Sarah	Teacher	Chapman Hills/Van Eck	misc hrly rate	32.51	9/1/05	6/15/06	Instructional Leadership	5	162.55
124	Tran, Nhung	Teacher	Parkside/Rohlander	misc hrly rate	32.51	3/20/06	3/31/06	Intersession	45	1,462.95
125	Trenner, Denise	Teacher	Sycamore/Ochoa	payment	110.00	3/21/06	3/24/06	Off Track Conference	4	440.00
126	Vanderschraaf, Nick	Teacher	Chapman Hills/Van Eck	misc hrly rate	32.51	9/1/05	6/15/06	Instructional Leadership	5	162.55
127	Ward, Kelly	Teacher	Linda Vista/Van Eck	misc hrly rate	32.51	3/6/06	4/24/06	Intervention	20	650.20
128	Whited, Debbie	Counselor	El Modena HS/Roney	misc hrly rate	32.51	9/1/05	6/30/06	At Risk Students	12	390.12
129	Whited, Debbie	Counselor	DATE/Pollock	misc hrly rate	32.51	7/1/05	6/30/06	Site Facilitator	20	650.20
130	Widdall, Ken	Teacher	Special Prog/Ochoa	misc hrly rate	32.51	3/16/06	6/1/06	EL Advisors Meetings	6	195.06
131	Willey, Christine	Teacher	Silverado/Van Eck	payment	110.00	4/3/06	4/7/06	Off Track Conference	5	550.00
132	Williams, Elise	Teacher	Special Prog/Ochoa	misc hrly rate	32.51	3/16/06	6/1/06	EL Advisors Meetings	6	195.06
133	Wilson, Karen	Lib Media	Orange HS/Van Eck	misc hrly rate	32.51	1/15/06	4/28/06	CAHSEE Assessment	30	975.30

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
133	Wilson, Karen	Lib Media	Orange HS/Van Eck	misc hrly rate	32.51	1/15/06	4/28/06	CAHSEE Assessment	30	975.30
134	Zerby, Sara	Teacher	Chapman Hills/Eslick	misc hrly rate	32.51	11/16/05	6/30/06	Native American Tutoring	8	260.08
135	Zuidema, Melanie	Teacher	Linda Vista/Van Eck	misc hrly rate	32.51	3/6/06	4/24/06	Intervention	20	650.20
	SUMMER SPORTS									
	Clinton, Alan	Teacher	El Modena HS/Howard	payment	1,500.00	6/19/06	7/31/06	Boys Athletic Program	1	1,500.00
	Clinton, Alan	Teacher	El Modena HS/Howard	payment	1,500.00	6/19/06	7/31/06	Girls Athletic Program	1	1,500.00
	EXTRA PAY - COACHING STIPENDS									
	Harrison, Nathan	Teacher	Canyon HS/Duncan	Stipend	2,000.00	2/1/06	5/31/06	Varsity Boys' Track Booster	1	2,000.00
	Anderson, Chris	Teacher	Canyon HS/Duncan	Stipend	2,100.00	2/1/06	5/31/06	Varsity Girls' Track Booster	1	2,100.00
	Trumble, Philip	Teacher	Canyon HS/Duncan	Stipend	3,442.00	2/1/06	5/31/06	Varsity Boys' Track	1	3,442.00
	Bendzick, Patrick	Teacher	Canyon HS/Duncan	Stipend	3,442.00	2/1/06	5/31/06	Varsity Girls' Track	1	3,442.00
	Eckert, Jennifer	Teacher	Canyon HS/Duncan	Stipend	2,101.00	2/1/06	5/31/06	Frosh/Soph Boys' Track	1	2,101.00
	Dale, Matt	Teacher	Canyon HS/Duncan	Stipend	2,239.00	2/1/06	5/31/06	Junior Varsity Girls' Track	1	2,239.00
	Clinton, Alan	Teacher	El Modena HS/Bailey	Stipend	2,129.00	2/1/06	5/31/06	Junior Varsity Boys' Golf	1	2,129.00
	Short Term Contract									
	Dick, Cecelia	Teacher	Sp. Programs/Ochoa	Hourly rate	50.00	2/1/06	3/1/06	AB 2913 Trainer	6	300.00

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CLASSIFIED PERSONNEL

Name	Position	Administrative Unit	Range/Step	Rate	Eff. From	Eff. To	Comments
EMPLOYMENT							
Hourly							
Bono-Cortez, Maria	Food Service Assistant/ Orange HS	Nutrition Services/ Pollock	19/1 (53)	\$ 10.46	3/29/2006		Replacement for R. Shima
Brecht, Caryn	Inst. Asst.-Pre K/ Chapman Hills ES	Special Education/ Rohlander	26/1 (53)	\$ 12.45	3/2/2006		Replacement for J. Molesky
Eldredge, Erin	Inst. Asst.-RSP/ Orange HS	Special Education/ Rohlander	26/1 (53)	\$ 12.45	3/13/2006		Replacement for G. Pulido
Espino, Teresa	Bus Driver/ Transportation	Transportation/ Mc Donald	34/1 (51)	\$ 14.48	3/21/2006		Replacement for O. Torrado
Espino, Victor	Bus Driver/ Transportation	Transportation/ Mc Donald	34/1 (51)	\$ 14.48	3/20/2006		Replacement for S. Brummit
Garcia, John V.	Child Care Aide/ Linda Vista ES	School Age Care/ Stephens	14/1 (53)	\$ 9.28	3/13/2006		Replacement for C. Cortez
Gaspard, Gary	Campus Security Officer/ Richland HS	Richland HS/ Kammerlohr	19/1 (51)	\$ 9.97	3/20/2006		Replacement for N. Mallen
Griep, Ann Marie	Food Service Assistant/ Cerro Villa MS	Nutrition Services/ Pollock	19/1 (53)	\$ 10.13	3/20/2006		Replacement for T. Underhill
Kincade, Patricia	Inst. Asst.-SDC/ Cerro Villa MS	Special Education/ Rohlander	26/1 (53)	\$ 12.06	3/20/2006		Replacement for K. Adams
Linares, Ana	Food Service Assistant/ Canyon HS	Nutrition Services/ Pollock	19/1 (53)	\$ 10.13	3/15/2006		Replacement for S. Gonzalez
Paredes, Benigno	Custodian/ Fletcher ES	Maintenance & Operations/ Torres	31/1 (53)	\$ 13.65	2/24/2006		Replacement for R. Marquez
Ponce, Mayra	Inst. Asst.-Pre K/ Fairhaven ES	Special Education/ Rohlander	26/1 (53)	\$ 12.06	4/10/2006		Replacement for K. Barragan
Rodriguez, Eli	Inst. Asst.-RSP/ Special Programs	Special Education/ Rohlander	26/1 (53)	\$ 12.06	3/14/2006		Replacement for C. Perez
Saldana, Jose	Food Service Assistant/ Cerro Villa MS	Nutrition Services/ Pollock	19/1 (53)	\$ 10.13	3/15/2006		Replacement for D. Evaristo
Segura, Maria	Food Service Assistant/ Portola MS	Nutrition Services/ Pollock	19/1 (53)	\$ 10.46	4/10/2006		Replacement for A. Padilla
Swanek, Nathan	Inst. Asst.-SDC/ Orange HS	Special Education/ Rohlander	26/1 (53)	\$ 12.45	3/24/2006		Replacement for O. Amaya-Selles
Vences, Doris	Food Service Assistant/ Cerro Villa MS	Nutrition Services/ Pollock	19/1 (53)	\$ 10.46	3/27/2006		Replacement for N. Gondokusumo

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CLASSIFIED PERSONNEL

Name	Position	Administrative Unit	Range/Step	Rate	Eff. From	Eff. To	Comments
Monthly							
Curiel, Isidro	Heavy Duty Mechanic/ Transportation	Transportation/ Mc Donald	44/1 (50)	\$3,281.00	3/17/2006		Replacement for E. Quezada
Fjeld, Sascha	Child Care Assistant Leader/ Nohl Canyon ES	School Age Care/ Stephens	23/1 (50)	\$1,392.00	3/13/2006		Replacement for D. Hutchinson
Hernandez, Fernando	Custodian/ Crescent Intermediate	Maintenance & Operations/ Torres	31/1 (50)	\$2,334.00	4/17/2006		Replacement for F. Logan
SHORT TERM EMPLOYMENT							
Bouissiere, Jeffrey	AVID Tutor/ Canyon HS	Canyon HS/ Duncan	Per Hour	\$ 10.00	3/17/2006	6/21/2006	Not to Exceed \$700.00
Emerson-Brown, Jane	PE Specialist/ Serrano ES	Serrano ES/ Rubin	Per Hour	\$ 20.00	9/12/2005	5/30/2006	Not to Exceed \$1,000.00
Gilliard, Kenneth	Music Accompanist/ Orange HS	Orange HS/ Johnson	Per Hour	\$ 10.00	9/4/2005	6/13/2006	Not to Exceed \$5,000.00
Johnson, Marvel	Cal Works Project/ Child Welfare & Attendance	Child Welfare & Attendance/ Boehler	Per Hour	\$ 17.58	4/1/2006	6/30/2006	Not to Exceed \$2,650.00
Rugh, Carolyn	Accompanist/ Villa Park HS	Villa Park HS/ Rich	Per Month	\$ 600.00	4/1/2006	6/30/2006	Not to Exceed \$1,800.00

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CLASSIFIED PERSONNEL

Name	From	To	Eff. From	Date To	Comments
EMPLOYMENT CHANGE					
Hourly					
Brown, Jean	Inst. Asst.-Disabled Special Education 28/4 (53) 9.5 mos/3.5 hrs	Inst. Asst.-SDC Special Education 28/4 (51) 9.5 mos/6 hrs	3/15/2006		Increase in hours, replacing B. Dworzan
Burns, Brandie	Inst. Asst.-Disabled Canyon Hills TMR 28/5 (53) 9.5 mos/3.5 hrs	Inst. Asst.-SDC Canyon Hills TMR 28/1 (51) 9.5 mos/6.5 hrs	3/16/2006		Increase in hours, replacing R. Boliba
Moran, Isabel	Sr Food Service Assistant Prospect ES 23/1 (53) 9.5 mos/3.75 hrs	Sr CK Food Service Assistant Crescent Intermediate CK 24/2 (51) 9.5 mos/8 hrs	3/13/2006		Promotion, replacing M. Ramirez
Monthly					
Brummitt, Susan	Bus Driver Transportation 33/6 (51) 9.5 hrs/6 hrs	Custodian Portola MS 31/6 (50) 12 mos/8 hrs	3/20/2006		Transfer, replacing S. Ortiz
Gomez, Jacqueline	Child Care Aide Chapman Hills ES 14/2 (53) 12 mos/3.5 hrs	Child Care Assistant Leader Crescent Intermediate 23/1 (50) 12 mos/6 hrs	3/13/2006		Promotion, replacing E. Pearson
Schulz, Debora	Unpaid LOA	CDC Teacher Child Development Center 34/6 (50) + 2% 12 mos/8 hrs	3/23/2006		Return from Unpaid Leave of Absence

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CLASSIFIED PERSONNEL

Name	Position	Administrative Unit	Schedule/ Step/Column	Rate	Eff. From	Date To	Comments
SEPARATIONS							
Bono-Cortez, Maria	Food Service Assistant	Nutrition Services			3/30/2006		Resignation
De Graw, Patricia	Career Guidance Technician	Canyon HS			4/14/2006		Retirement
Flores, Julia	Child Care Leader	Child Care			3/21/2006		39 Month Rehire
Fraser, Amanda	Instructional Assistant	Special Education			1/31/2006		Resignation
Gallardo, Irene	Instructional Assistant	Special Education			3/6/2006		Dismissal
Goins, Roberta	Sr Food Service Assistant	Nutrition Services			7/25/2005		Dismissal
Gomez, Carlos	Child Care Assistant Leader	Child Care			3/14/2006		Resignation
Hollender, Frank	Instructional Assistant	Sycamore ES			11/22/2005		Deceased
Laris, Anaseli	Sr Food Service Assistant	Nutrition Services			3/23/2006		Dismissal
Plowman, Darryl	Instructional Assistant	Special Education			3/29/2006		Dismissal
Schulz, Debora	CDC Teacher	Child Development			1/28/2006		39 Month Rehire
Torrence, Elizabeth	Instructional Assistant	Special Education			3/7/2006		Dismissal

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CLASSIFIED PERSONNEL

Name	Position	Administrative Unit	Schedule/ Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
	EXTRA PAY PROJECT-COACHING STIPENDS								
Secrest, Charmela	Walk-On Coach	Canyon HS/Duncan	Stipend	2,239.00	2/1/06	5/31/06	Varsity Boys' Track	1	2,239.00
Camargo, Alex	Walk-On Coach	Canyon HS/Duncan	Stipend	2,000.00	11/1/05	2/28/06	Var. Girls' Soccer/Booster Pd	1	2,000.00
Stateler, Brandon	Walk-On Coach	Canyon HS/Duncan	Stipend	1,963.00	2/1/06	5/31/06	FS Boys' Volleyball/Booster Pd	1	1,963.00
Layton, Timothy	Walk-On Coach	Canyon HS/Duncan	Stipend	2,279.00	2/1/06	5/31/06	Varsity Boys' Volleyball	1	2,279.00
Harold, Beth	Walk-On Coach	Canyon HS/Duncan	Stipend	1,000.00	2/1/06	5/31/06	JV Boys' Golf/Booster Pd	1	1,000.00
Crass, Jason	Walk-On Coach	Canyon HS/Duncan	Stipend	1,000.00	2/1/06	5/31/06	Var.Boys' Track/Booster Pd.	1	1,000.00
Camargo, Walter	Walk-On Coach	Canyon HS/Duncan	Stipend	1,500.00	11/1/05	2/28/06	JV Girls' Soccer/Booster Pd	1	1,500.00
Walsh, Thomas	Walk-On Coach	El Modena HS/Bailey	Stipend	1,500.00	11/1/05	2/28/06	Var. Boys' Soccer/Booster Pd	1	1,500.00
Barber, Anthony	Walk-On Coach	El Modena HS/Bailey	Stipend	300.00	11/1/05	2/28/06	JV Girls' Soccer/Booster Pd	1	300.00
Blair, Brandon	Walk-On Coach	Orange HS/Johnson	Stipend	2,064.00	2/1/06	5/31/06	Varsity Boys' Swimming	1	2,064.00

TOPIC:	STUDENT TEACHER ASSIGNMENTS/AGREEMENTS
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
STUDENT TEACHER PLACEMENTS							
Jordan	Sharpe, Jennifer	1st Gr.	3/28/06	5/26/06	Karen DeNovi	Biola	5.0
Canyon HS	Sanchez, Angie	Biology	1/30/06	6/16/06	Pam Gravender	Chapman	10.0
Canyon HS	Sanchez, Angie	Biology	1/30/06	6/16/06	Breanna Godsey	Chapman	10.0
El Modena HS	Crawford, Amber	English	1/30/06	6/16/06	Terri Amestoy	Chapman	10.0
El Modena HS	Crawford, Amber	English	1/30/06	6/16/06	Jason Moeller	Chapman	10.0
Running Springs	Zielinski, Lauren	3rd Gr.	6/1/05	9/30/05	Debbie Slater	Chapman	10.0
Riverdale	Hanouni, Bader	SDC/RSP	3/20/06	6/16/06	Stephanie Conrad	CSU, Fullerton	5.0
District Office	Bledsoe, Mickie	SDC/Mod.	4/10/06	6/9/06	Gwen Nakabayashi	National	5.0
Yorba MS	Corgait, Caroline	SDC/Mod.	4/10/06	6/9/06	Belle Brunner	National	5.0

TOPIC: **OUT-OF-STATE TRAVEL/CONFERENCE ATTENDANCE**

DESCRIPTION: Staff members may attend inservices and conferences which are directly related to the school/site comprehensive development plan. At times the conference may require travel out of state.

Board Policy 4133/4233/4333 requires Board approval for all out-of-state travel. A request to attend an out-of-state conference is initially approved by the site administrator and subsequently by the appropriate Cabinet-level administrator. Permission to travel out of state to perform authorized services for the District or attend an educational conference is requested below.

Scollick, Susan/Taft Elementary

Chicago, IL

International Reading Association Conference

May 1-5, 2006

Substitute expenses: \$550

Burke, Jack/El Modena High School

San Antonio, TX

Advanced Placement Reading

June 1-9, 2006

Substitute expenses: \$770

Osso, Gabriel/Canyon High School

Marshall, Elizabeth/Canyon High School

Lorenz, Lynn/Canyon High School

Coy-Amaya, Courtney/Canyon High School

St. Pete Beach, FL

International Baccalaureate Diploma Teacher Training

June 24-27, 2006

Conference expenses: \$8,686

McDonald, Pam/Transportation

Johnson, Ellen/Transportation

Reno, NV

13th Annual School Transportation News Expo 2006

July 22-26, 2006

Conference expenses: \$1,307

FISCAL IMPACT: \$ 11,093 from budgeted accounts.

RECOMMENDATION: It is recommended that the Board of Education approve the out-of-state travel for the individuals as indicated above.

APPROVAL DATE: 4/20/06
Out-of-State Travel

ORANGE UNIFIED SCHOOL DISTRICT
CONFERENCE REQUESTS

CONFERENCE	LOCATION	DATE	PERSONNEL	NOT TO EXCEED/ # OF SUB DAYS	BUDGET NUMBER/ SUB BUDGET
International Reading Association Conference	Chicago, IL	5/1-5/5/06	Scollick, Susan/Taft	5 full days	01.00-3010-6-1150-1131-1000-664-604
Advanced Placement Reading	San Antonio, TX	6/1-6/9/06	Burke, Jack/EI Modena HS	7 full day subs	01.00+4035-6-1150-1132-1000-604-604
Florida League of International Baccalaureate Schools Approved IB Diploma Teacher Training Workshops	St. Petersburg Beach, FL	6/24-6/27/06	Osso, Gabriel/ Canyon High School	1,885.00	01.00-7286-0-5220-1132-1000-690-202
			Marshall, Elizabeth/ Canyon High School	1,885.00	01.00-7286-0-5220-1132-1000-690-202
United Nations International School International Baccalaureate Summer Teacher Training	New York City, NY	7/11-7/13/06	Lorenz, Lynn/Canyon High School	2,458.00	01.00-7286-0-5220-1132-1000-690-202
			Amaya (Coy), Courtney/ Canyon High School	2,458.00	01.00-7286-0-5220-1132-1000-690-202
13th Annual School Transportation News EXPO 2006 Conference & Trade Show	Reno, NV	7/22-7/26/06	McDonald, Pam/ Transportation	No expense	
			Johnson, Ellen/ Transportation	1,306.75	01.00-7230-0-5220-9601-3600-414-410
California School Athletic Director's State Conference	Reno, NV	4/27-4/29/06	Clinton, Alan/EI Modena High School	507.50	01.00-1100-0-5220-1300-4200-332-332
California School Athletic Director's State Conference	Reno, NV	4/27-4/29/06	Clinton, Alan/EI Modena High School	507.50	01.00-1100-0-5220-1300-4200-332-332

Approved as Submitted _____
 Thomas A. Godley, Ed.D.
 Superintendent

TOPIC: **CLASSIFIED EMPLOYEE REDUCTION IN WORK CALENDAR**

DESCRIPTION: The Pupil Services Department maintains four Career Guidance Technician positions in the Workability Program. The Workability Program originates from a state program grant to assist special needs students, ages 16-22, to transition successfully into independent living and work. Employees in these positions find local employers who will provide jobs for students in the program and then monitor student progress once they are placed.

Currently, these positions are assigned to the classified 10-month work calendar with 202 days of service. The students in the program attend school for 180 days per year and the teacher who monitors the program works 185 days. Based upon these calendars, there is not a substantial need for the additional days of service for these classified positions. Therefore, it is recommended that these four positions be reassigned to the classified 9.5 month, 183-day work calendar effective the start of the 2006-07 school year.

The reduction of classified work calendars falls under the layoff provisions of Education Code sections 45114, and 45117, Board Policy 4317.3, and Article 14 of the OUSD/CSEA Collective Bargaining Agreement. These documents stipulate the provisions and timelines for layoff due to lack of work/lack of funds. Under the Education Code, affected employees shall be given notice of layoff not less than 45 days prior to the effective date of the layoff.

FISCAL IMPACT: The estimated annual cost savings is \$6,700.

RECOMMENDATION: It is recommended that the Board of Education approve a work calendar reduction, from 10 to 9.5 months, for four Career Guidance Technician – Job Placement positions; approve the related layoff to be effective 45 days following notification; and authorize the Superintendent or designee to give notice of the layoff (reduction) to the affected employees.

TOPIC:

CLASSIFIED POSITION ELIMINATIONS

As the result of the categorical budget planning process for the 2006/07 school year, certain categorically funded classified positions have been identified for elimination. This is an annual process whereby positions which are funded by state or federal categorical programs are reviewed and recommendations are made for the following school year. In many cases, funding for programs is reduced or eliminated by the state or federal agency providing the funds. At other times, local school sites make decisions to reprioritize the use of assigned categorical funds.

Position elimination recommendations connected with this process may result in layoffs. Education Code sections 45114, and 45117, Board Policy 4317.3, and Article 14 of the OUSD/CSEA Collective Bargaining Agreement stipulate the provisions and timelines for layoff due to lack of work/lack of funds. Under the Education Code, affected employees shall be given notice of layoff not less than 45 days prior to the effective date of the layoff.

FISCAL IMPACT:

There is no fiscal impact to the general fund. The estimated annual cost reduction to categorical budgets is \$294,274; however, this reduction is offset by commensurate reductions in categorical revenues for the 2006/07 school year.

RECOMMENDATION:

It is recommended that due to lack of work/lack of funds the Board of Education approve the elimination of the following positions and authorize the Superintendent or designee to give notice of layoff to the affected employees effective 45 days following notification.

Elimination of Positions

Classification	Number of Positions
Secretary	1
Senior Secretary	1
Instructional Assistant	20
Technology Assistant	4

TOPIC: CONTRACT SERVICES REPORT: EDUCATIONAL SERVICES

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

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 the cost of an initial screening related to the independent educational evaluation for their child during the 2005/06 school year. Reimbursement will be based on invoices & proof of payment submitted to the district.
Special Educationnot-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 school 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 Educationnot-to-exceed. \$1,500
01-00-6500-0-5835-5001-2110-207-207-000 (Gee)

AUDITORY INSTRUMENTS The services of Auditory Instruments are needed to service, repair and maintain equipment being used by the District's hearing impaired students who require them to access the educational program for the 2005/06 school year.
Special Educationnot-to-exceed. \$4,000
01-00-6500-0-5842-5770-1110-207-207-000 (Gee)

LIDLAW TRANSPORTATION The services of Laidlaw are necessary, in unique circumstances when OUSD transportation is not available, to transport special education students during the 2005/06 school year and extended school year.
Special Educationnot-to-exceed. \$3,000
01-00-7240-0-5855-0000-3600-207-207-000 (Gee)

PARKER & COVERT LLP The law firm of Parker and Covert, LLP assists the District in litigation of on-going special education matters.
Legal Services Budget . . . not to exceed \$50,000
01-00-0000-0-5831-5001-2110-207-207-000 (Gee)

GALLAGHER PEDIATRIC SERVICES The services of Gallagher Pediatric Therapy will be required in the area of occupational/physical therapy assessments when requested for special education students during the 2005-06 school year. Their hourly rate is \$80.
Special Education not-to-exceed \$15,000
01-00-6500-0-5850-5770-1120-207-207-000 (Gee)

GOODWILL INDUSTRIES OF ORANGE CO. Goodwill Industries, Assistive Technology Exchange, Center provides on-going consultation & assessments regarding special education students who need assistive technology in order to access the core curriculum for the 2005/06 school year.
Special Education not-to-exceed \$2,000
01-00-6500-0-5850-5770-1120-207-207-000 (Gee)

DR. DAVID LECHUGA The services of Dr. Lechuga will be necessary to conduct neuro-psychological assessments for special education students during the 2005/06 school year.
Special Education not-to-exceed \$5,000
01.00-6500-0-5842-5770-1110-207-207-000 (Gee)

LAW OFFICE OF PATRICIA E. CROMER As the result of a settlement agreement in SEHO Case No. SN 05-00944 and OAH Case No. N2005-09-0614, where OUSD, GGUSD and OCDE are named as respondents, the district has agreed to pay one-third of the attorney fees and legal costs. Payment shall be made based on itemized billing statements submitted to the District.
Special Education not-to-exceed \$3,000
01-00-6500-0-5835-5001-2110-207-207-000 (Gee)

ORANGE CO. DEPT OF ED. LEGAL SERVICES DIVISION As the result of a addendum attachment in the settlement agreement of SEHO Case No. SN04-02791 & OAH Case No. N2005-071077, where Orange Unified, Tustin Unified and Orange Co. Dept. of Ed. are named as respondents, the District has agreed to pay thirty-nine percent (39%) for reimbursement of educational therapy services for a special education student. These services will be verified by OCDE

and reimbursement will be based on itemized billing statements submitted to the district by OCDE Legal Services Division.
Special Education not-to-exceed \$3,900
01-00-6500-0-5835-5001-2110-207-207-000 (Gee)

WILDA STORM School Districts are required to provide equitable share of federal monies to the private schools within their attendance boundaries. Wilda Storm, founder of Storm Educational Enterprises, will conduct an in-service this spring on writing lesson plans and activities to increase writing proficiency for Hephatha Lutheran School teachers. Title II Teacher Quality funds will provide for this service.
Professional Services. . . . not-to-exceed \$1,200
01.00-4035-6-5850-1323-2140-604-604-000 (VanEck)

FISCAL IMPACT: \$89,100

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

TOPIC: **STUDY TRIP(S)**

DESCRIPTION: Canyon High School Key Club – San Jose, CA – April 21–23, 2006

The Canyon High School Key Club, under the direction of their advisor Jennifer Eckert, would like to travel to San Jose to participate in the 60th Annual California-Nevada-Hawaii Key Club District Convention at the San Jose-McEnery Convention Center. Students will have the opportunity to participate in a variety of leadership workshops as well as participate in elections of Key Club district board members. The ten male and twelve female students will be accompanied by one male and two female adult chaperones. The students will travel via Southwest Airlines from John Wayne Airport and will be housed at the San Jose Marriott Hotel. The cost per student is \$200 and scholarships are available. The students will miss one school day and a substitute will be required. The Key Club will reimburse the cost of the substitute.

FISCAL IMPACT: This item will have no fiscal impact on the District.

RECOMMENDATION: It is recommended that the Board of Education approve the study trip(s) as presented.

TOPIC: THIRD QUARTER REPORT OF UNIFORM COMPLIANTS FOR THE WILLIAMS CASE SETTLEMENT

DESCRIPTION: As a result of the State of California's settlement of the Williams class action lawsuit, Education Code section 35186 requires school districts to do two things: 1) provide an opportunity to file formal complaints under the District's Uniform Complaint Procedures; and 2) report to the Board of Education and the public four times a year the number of complaints filed and the area of the settlement they target.

The third quarter required report covers the number of Uniform Complaints received by the District under the three areas governed by the Williams Case Settlement for the period of January – March 2006. The three targeted areas are:

- 1) sufficient instructional materials
- 2) Emergency or urgent facilities conditions that pose a threat to the health and safety of pupils or staff
- 3) Teacher vacancy and misassignment

No Uniform Complaints for any area have been reported during the third quarter for the Williams Case Settlement.

FISCAL IMPACT: This item has no fiscal impact.

RECOMMENDATION: It is recommended that the Board of Education receive the Report of Uniform Complaints as mandated by the Williams Case Settlement.

TOPIC: MUSIC INTELLIGENCE NEURAL DEVELOPMENT (M.I.N.D.) INSTITUTE GRANT - MCPHERSON MAGNET SCHOOL

DESCRIPTION: McPherson Magnet School requests Board approval for receipt of \$18,190 for the spatial-temporal (ST) Math + Music program grant. The grant funds, for all 1st and 2nd grade students, covers software licenses, initial and ongoing teacher training, ST Math Lab materials, classroom kits, teacher manuals, service and technical support.

Based on over 30 years of brain and learning research, students trained in spatial-temporal reasoning will improve in performance in mathematics. The MIND Institute has created an ST mathematics curriculum using a series of computer delivered ST math puzzles that require the student to master certain sets of standards-aligned concepts. The music curriculum provides training and exercise for ST reasoning and involves a multi-modal, multi-sensory immersion in perceiving structure and patterns. Together, ST Math + Music develop students' innate ability to visualize and manipulate images and problems in time and space, thus enhancing math skills.

FISCAL IMPACT: The receipt of \$18,190 to McPherson Magnet School. No matching funds are required to accept this grant award.

RECOMMENDATION: It is recommended that the Board approve the receipt of \$18,190 from the MIND Institute to implement the ST Math + Music program.

TOPIC: **COURSE APPROVALS: AGRICULTURAL BIOLOGY, AGRICULTURE PROJECTS, AGRICULTURE SCIENCE, ANIMAL CARE OCCUPATIONS (ROP), ART AND HISTORY OF FLORAL DESIGN, ESSENTIALS OF LANGUAGE ARTS, PHOTOGRAPHY I, PHOTOGRAPHY II, THEORY OF KNOWLEDGE IB, UNITED STATES HISTORY, ROP COURSES**

DESCRIPTION: The new and revised course outlines described below have been reviewed by the District's Curriculum Council and are recommended to the Board of Education for approval.

NEW COURSES

- **Agricultural Biology** is a laboratory science course designed for the college-bound student. The course emphasizes detailed knowledge of the biological principles of molecular and cellular aspects of living things, structure and function of agricultural plants and animals, genetics, physiology, plant and animal diversity and principles of classification, ecological relationships, and animal behavior.
- **Animal Care Occupations (ROP)** provides students with classroom instruction and Community Classroom Internship training for entry level jobs in the animal care field. This course includes instruction in: animal handling and restraint, terminology, sanitation, safety, nutrition, domestic breeds, animal behavior and traits and general animal husbandry. Essential employability skills include career opportunities in the animal care field, plus personal, interpersonal and employment literacy. Internship training facilities include veterinary hospitals, pet stores, horse stables, boarding facilities, grooming facilities, zoos and nature centers.

REVISED COURSES

- **Agriculture Projects** students who enroll in this course will be involved in the Supervised Agriculture Experience Project (SAEP) and Future Farmers of America (FFA) Leadership. Students will concentrate on the development of agricultural projects, record keeping (both paper book and electronic record book), leadership, judging contests, and field days. Students will have full advantage of opportunities for awards and scholarships through FFA and

other affiliations offering awards. Participation in the Orange County Fair, contests, Farm Fest and other FFA leadership projects will be included.

- **Agriculture Science** is offered to first year agriculture students who are interested in agriculture and possibly studying agriculture in a college or university. It has been designed to provide students with a unique perspective of agriculture and its impact on American society. It also provides students with critical thinking and leadership development skills via the Future Farmers of America (FFA), as well as foundation skills and knowledge in the seven program areas of agriculture. This course is designed to be both academically challenging and demanding. Students will be expected to not only acquire knowledge, but also to organize, analyze, evaluate, predict, problem solve, and apply this knowledge. The student must be able to read and comprehend a variety of materials, demonstrate writing skills that convey ideas in written and visual form, speak with clarity, meaning and confidence, exhibit creativity, use technology in research and accessing information, appreciate and respect individual and cultural differences, and demonstrate the ability to work collaboratively.
- **Art and History of Floral Design** is designed to allow students to apply an artistic approach to floral art. The course emphasizes the necessary knowledge and skills to provide the student with a perceptual base leading to understanding artistic perception, creative expression, historical and cultural context, aesthetic valuing and connections, relations, and applications of the visual arts. Students will derive meaning from artworks through analysis, interpretation, and judgment. Students will connect and apply what is learned in floral art to other art forms, subjects, and post-secondary education experiences.
- **Essentials of Language Arts** is a non-college preparatory Language Arts course designed to prepare students to succeed in higher level reading and writing skills with an emphasis on vocabulary development, reading comprehension, literary response and analysis, writing strategies, writing application and written and oral language conventions. Concept attainment, skill development and test-taking skills will be emphasized. This course is

designed for juniors and seniors who have been unsuccessful on the CAHSEE exam and/or have scored below proficient on the Language Arts CST. Students may receive up to 10 elective credits for successful completion of two semesters of the course.

- **Photography I** is a year-long lecture and lab course in which students will explore black and white photography as a creative and expressive endeavor. Students will learn the technical information necessary to develop black and white film, print the negatives into photographs and methods of display of their finished work. The use of the camera, various types of film, and darkroom procedures will be taught as a means for the student to create his own unique images. The vocabulary of visual arts will be taught along with the technical vocabulary necessary to understand photographic equipment and processing. Students will learn the historical and cultural aspects of photography. Students will learn how the technology of photography connects to other areas of visual arts and leads to career possibilities. Students will develop a portfolio of photos to be used for assessment, promotion and exhibition.
- **Photography II** is a year-long lecture and lab course designed for those students who have successfully completed a year of photography and desire an in-depth study of the skills and techniques developed in Photography I. Photography II will emphasize further critical thinking skills required for artistic expression, expand on students' visual vocabulary in photography, and continue to explore contemporary attitudes and issues in the photographic arts. The curriculum is designed to follow the California Visual and Performing Arts Standards at grade levels 11 and 12, at the advanced level.
- **Theory of Knowledge IB** is a compulsory one year course for all senior International Baccalaureate diploma candidates which aim to enable them to unify the knowledge they have acquired in a dispersed fashion during the course of their schooling. It asks the students to pause and reflect on the nature of that knowledge as a whole and put into perspective what they already know. Ultimately through this reflection students will perceive the links and similarities between different subjects and learn to think and apply interrelated concepts.

- **United States History** students study the major turning points in American history in the twentieth century. Following a review of the nation's beginnings and the impact of the Enlightenment on U.S. democratic ideals, students build upon the tenth grade study of global industrialization to understand the emergence and impact of new technology and a corporate economy, including the social and cultural effects. They trace the change in the ethnic composition of American society; the movement toward equal rights for racial minorities and women; and the role of the United States as a major world power. An emphasis is placed on the expanding role of the federal government and federal courts as well as the continuing tension between the individual and the state.

ROP COURSES

- ROP course outlines have been updated to a new competency-based format and recertified through the California Department of Education. The process involved aligning ROP curriculum to Core academic standards where applicable. Labor market reports and local subject area advisory committee review ensured curriculum relevancy and employment need. Essential employability skills were integrated into all course outlines to address personal and interpersonal skills plus career development and employment literacy. Current emphasis is on articulation with local community colleges for course sequencing. OUSD has updated its records.

FISCAL IMPACT:

This item has no fiscal impact on the general fund.

RECOMMENDATION:

It is recommended that the Board approve the above-described and attached courses presented by the District's Curriculum Council for use in the District.

ROP Courses that are ACTIVE for OUSD

Course ID	Course title	Long Description	Low grade	High grade
O604	A+Core Hdware	A+ Core Hardware	10	12
O608	ROP AutoTechIII	Auto Technology III	10	12
O623	ROP Quick Bks	ROP Quickbooks	10	12
O624	ROP WEB App	WEB Applications	10	12
O625	ROP Web Pgm	ROP Web Programming	10	12
O626	ROP Quick BksII	Quick Books II	10	12
O629	ROP Netwrk Tech	Network Technology	10	12
O699	ROP An Care Occ	Animal Care Occupations	10	12
O700	ROP Animl Cr I	Animal Care 1	10	12
O701	ROP Animl Cr II	Animal Care II	10	12
O702	ROP Floral Desn	Floral Design	10	12
O705	ROP Flor Ds Adv	Floral Design Advanced	10	12
O706	ROP Escrow Proc	Escrow Processor	10	12
O710	ROP Auto Tech I	ROP Automotive Technology I	10	12
O712	ROP Auto TechII	Automotive Technology II	10	12
O720	ROP Bnk Fin Srv	Banking Financial Services	10	12
O725	ROP Bus Tech	Business Technology	10	12
O726	ROP Srv Occ Prp	Service Occupations Prep	11	12
O741	ROP Bus Ofc Skl	Business Office Skills	10	12
O743	ROP Gra/Desgn I	Graphic and Design I	10	12
O745	ROP Bus Intrnsp	Business Internship	10	12
O746	ROP Gr/Desgn II	Graphics and Design II	10	12
O750	ROP Crs w/Child	Careers with Children	10	12
O755	ROP A+Op Sys	A+ Operating Systems	10	12
O760	ROP Intro Mmed	Introduction to Multimedia	10	12
O762	ROP Cpu Aid Dft	Computer Aided Drafting	10	12
O764	ROP EMT I	Emergency Medical Tech I	10	12
O774	ROP Med Clr	Medical Clerical	10	12
O776	ROP Hsp OccCore	ROP Hospital Occupations Core	10	12
O777	ROP Hos Occ Int	ROP Hospital Occ Internship	10	12
O781	ROP Nrs Asst Ac	Nurse Asst Acute Care	10	12
O785	ROP CNA HHA	Cert Nrs Asst/Hm Health Aide	10	12
O791	ROP Intnet Tc I	Internet Technology I	10	12
O792	ROP Intnet TcII	Internet Technology II	10	12
O793	ROP Intnt TcIII	Internet Technology III	10	12
O794	ROP Intnet TcIV	Internet Technology IV	10	12
O795	ROP Loan Proc	Loan Processing	10	12
O796	ROP First Resp	First Responder	10	12
O797	ROP MS-Off-Dsk	MS-Office-Desktop	10	12

Course ID	Course title	Long Description	Low grade	High grade
O798	ROP-MS Off Int	MS-Office-Introduction	10	12
O799	ROP MS-Off-Wor	MS-Office-Word-Excel-Win	10	12
O800	ROP Ntwk+ Srvt+	Network+ and Server+	10	12
O801	ROP System Tech	Systems Technology	10	12
O908	ROP Mkg Strat	ROP Marketing Strategies	10	12
O911	ROP Retail Mdse	Retail Merchandising	10	12
O920	ROP Fire Svc	Fire Service	10	12
O922	ROP Fire Sci	Fire Science	10	12
O923	ROP Hotel/Rest	Hotel & Restaurant Occupation	10	12
O925	ROP Law Enf CJ	Law Enforcement Criminal Jst	10	12
O926	ROP Law Enf CP	Law Enforcement Criminal Proc	10	12
O928	ROP Intro Law	Intro to Law Enforcement	10	12
O931	ROP Inst Asst	Instructional Assistant	10	12
O944	ROP AnimationII	Animation II	10	12
O945	ROP Animation	Animation	10	12
O946	ROP Video Prodl	Video Production I	10	12
O947	ROP Vid Prod II	Video Production II	10	12
O948	ROP Vid Prd III	Video Production III	10	12
O999	Default ROP		10	12

1/20/06

TOPIC: TEXTBOOK ADOPTIONS – 30-DAY REVIEW BY PUBLIC

DESCRIPTION: Textbooks and supplementary instructional texts are reviewed by teacher committees from respective grade levels or departments, who screen available texts and materials for potential adoption. The selection committee(s) submit their recommendations to the District Instructional Materials Advisory Committee (IMAC) for review and consideration. The IMAC committee is composed of parents, principals, media specialists, and teachers whose responsibility is to recommend to the Board of Education approval of the considered texts.

It is at this juncture that the Board of Education places the texts and/or supplementary texts on "30-day review period," so members from the public may have an opportunity to review those texts, pending formal adoption. The texts are available for review in the Board Room this evening and after tonight in the offices of the Library Media Technology/G.A.T.E. Coordinator located in the Instructional Media Center. After the 30-day review period, the Board of Education takes formal action to adopt the textbooks and/or supplementary texts.

FISCAL IMPACT: Textbooks will be purchased from the textbook accounts during the 2005/2006 school year. Auxiliary adoption texts are used to supplement the basic textbook and are purchased with funds other than the state textbook monies.

District and State Textbook Account Numbers:
01.00-7156-0-4110-1110-1000-609-609-000,
01.00-7158-0-4210-1110-2420-609-609-000,
Other school textbook accounts are used for auxiliary adoptions.

RECOMMENDATION: It is recommended that the Board of Education place the attached list of textbooks on display for the 30-day review period and be considered for adoption at the May 25th Board meeting.

Orange Unified School District

TEXTBOOK ADOPTIONS

Board Review – April 20, 2006

Final Approval – May 25, 2006

TEXTBOOK ADOPTION

<i>Title</i>	<i>Subject</i>	<i>Grade Level</i>	<i>Publisher</i>	<i>Copyright</i>	<i>ISBN</i>	<i>Funding Source</i>	<i>State Matrix</i>	<i>IMAC</i>
Access 2003: Introductory Concepts & Techniques	Business	9-12	Thomson Course Technology	2006	141884361X	State Textbook Funds	No	4/10/06
Excel 2003: Complete Concepts & Techniques	Business	9-12	Thomson Course Technology	2006	1418843598	State Textbook Funds	No	4/10/06
FrontPage 2003: Complete Concepts & Techniques	Business	9-12	Thomson Course Technology	2004	0619255242	State Textbook Funds	No	4/10/06
Publisher 2003: Complete Concepts & Techniques	Business	9-12	Thomson Course Technology	2004	0619200316	State Textbook Funds	No	4/10/06
Read 180 rBook: Read, Write, React – Stages A, B, C	Language Arts	6-8	Scholastic, Inc.	2005	0439670780	State Textbook Funds	No	4/10/06
Reflections, California Series	Social Science	K-5	Harcourt School Publishers	2007	0153384980	State Textbook Funds	Yes	4/10/06
Discovering Our Past, California Edition	Social Science	6-8	Glencoe/McGraw-Hill	2006	0078688744	State Textbook Funds	Yes	4/10/06

TEXTBOOK RE-ADOPTION

<i>Title</i>	<i>Subject</i>	<i>Grade Level</i>	<i>Publisher</i>	<i>Copyright</i>	<i>ISBN</i>	<i>Funding Source</i>	<i>State Matrix</i>	<i>IMAC</i>
PowerPoint 2003: Complete Concepts & Techniques	Business	9-12	Thomson Course Technology	2006	1418843652	State Textbook Funds	No	4/10/06
Word 2003: Complete Concepts & Techniques	Business	9-12	Thomson Course Technology	2006	1418843563	State Textbook Funds	No	4/10/06

AUXILIARY ADOPTION

<i>Title</i>	<i>Subject</i>	<i>Grade Level</i>	<i>Publisher</i>	<i>Copyright</i>	<i>ISBN</i>	<i>Funding Source</i>	<i>State Matrix</i>	<i>IMAC</i>
Avenues	ELD	K-5	Hampton Brown	2004	0736218769	Non-Textbook Funds	No	4/10/06

TOPIC:	TEXTBOOK ADOPTIONS – FINAL
DESCRIPTION:	The attached list of textbooks has been available for review for the thirty days required by the Education Code.
FISCAL IMPACT:	<p>Textbooks will be purchased from the textbook accounts during the 2005/2006 school year. Auxiliary adoption texts are used to supplement the basic textbook and are purchased with funds other than the state textbook monies.</p> <p>District and State Textbook Account Numbers: 01.00-7156-0-4110-1110-1000-609-609-000, 01.00-7158-0-4210-1110-2420-609-609-000, Other school textbook accounts are used for auxiliary adoptions.</p>
RECOMMENDATION:	It is recommended that the Board of Education adopt the attached list of textbooks for the Orange Unified School District.

Orange Unified School District

TEXTBOOK ADOPTIONS

Board Review – March 9, 2006

Final Approval – April 20, 2006

TEXTBOOK ADOPTION

<i>Title</i>	<i>Subject</i>	<i>Grade Level</i>	<i>Publisher</i>	<i>Copyright</i>	<i>ISBN</i>	<i>Funding Source</i>	<i>State Matrix</i>	<i>IMAC</i>
The Annotated Mona Lisa: A Crash Course in Art History	Art	9-12	Andrews & McMeel	1992	0836280059	State Textbook Funds	No	2/14/06
Exploring Photography	Art	9-12	Goodheart-Willcox	2000	1566376661	State Textbook Funds	No	2/14/06
Photography, 8 th Edition	Art	9-12	Prentice Hall	2005	0131896091	State Textbook Funds	No	2/14/06
Tresors du temps	Foreign Language	10-12	Glencoe/McGraw-Hill	2005	0078606551	State Textbook Funds	No	2/14/06
Realidades, Level 1	Foreign Language	7-12	Prentice Hall	2004	0131016873	State Textbook Funds	Yes	2/14/06
Timeless Voices, Timeless Themes: Gold Level	Language Arts	9	Prentice Hall	2002	0130548057	State Textbook Funds	No	2/14/06
Chemistry, 8 th Edition	Science	11-12	Glencoe/McGraw-Hill	2005	0073129399	State Textbook Funds	No	2/14/06
World of Chemistry	Science	10-12	McDougal Littell	2006	0618562753	State Textbook Funds	No	2/14/06
Pacemaker Curriculum American Literature, 2 nd Edition	Special Education	9-12	Globe Fearon	2005	0130246336	State Textbook Funds	No	2/14/06
Pacemaker Curriculum World Literature, 2 nd Edition	Special Education	9-12	Globe Fearon	1998	0130247308	State Textbook Funds	No	2/14/06
Pacemaker Curriculum Basic English, 3 rd Edition	Special Education	9-12	Globe Fearon	2000	0130233137	State Textbook Funds	No	2/14/06
Pacemaker Curriculum Practical English, 3 rd Edition	Special Education	9-12	Globe Fearon	2001	0130236063	State Textbook Funds	No	2/14/06
Pacemaker Curriculum Basic Mathematics, 3 rd Edition	Special Education	9-12	Globe Fearon	2000	0835935833	State Textbook Funds	No	2/14/06
Pacemaker Curriculum Practical Mathematics, 3 rd Edition	Special Education	9-12	Globe Fearon	2004	0130241466	State Textbook Funds	No	2/14/06
Concepts & Challenges, Earth Science	Special Education	9-12	Globe Fearon	2003	0130238155	State Textbook Funds	No	2/14/06

Orange Unified School District

TEXTBOOK ADOPTIONS

Board Review – March 9, 2006

Final Approval – April 20, 2006

TEXTBOOK ADOPTION

Title	Subject	Grade Level	Publisher	Copyright	ISBN	Funding Source	State Matrix	IMAC
Concepts & Challenges, Life Science	Special Education	9-12	Globe Fearon	2003	0130238570	State Textbook Funds	No	2/14/06
Pacemaker Curriculum American Government, 3 rd Edition	Special Education	9-12	Globe Fearon	2001	0130236179	State Textbook Funds	No	2/14/06
Pacemaker Curriculum Economics, 3 rd Edition	Special Education	9-12	Globe Fearon	2003	0130236136	State Textbook Funds	No	2/14/06
Pacemaker Curriculum United States History, 4 th Edition	Special Education	9-12	Globe Fearon	2004	0130244104	State Textbook Funds	No	2/14/06
Pacemaker Curriculum World History, 4 th Edition	Special Education	9-12	Globe Fearon	2002	0130238287	State Textbook Funds	No	2/14/06

TEXTBOOK RE-ADOPTION

Title	Subject	Grade Level	Publisher	Copyright	ISBN	Funding Source	State Matrix	IMAC
Gardner's Art Through the Ages, 12 th Edition	Art	12	Thomson Learning	2005	0155050907	State Textbook Funds	No	2/14/06
French 3 Years Workbook, 2 nd Edition	Foreign Language	10-12	Northwest/Amsco	2006	R096W	State Textbook Funds	No	2/14/06
Biology, 7 th Edition	Science	10-12	Prentice Hall	2006	0805367772	State Textbook Funds	No	2/14/06

TOPIC: SPECIAL EDUCATION NON-PUBLIC SCHOOLS & DESIGNATED INSTRUCTIONAL SERVICES- 2005-2006

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: \$58,469
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: April 20, 2006

<u>ID #</u>	<u>NON-PUBLIC SCHOOL</u>	<u>\$COST</u>	<u>PERIOD COVERED</u>
305012	Blind Children's Learning Center Santa Ana, California	\$ 1,170.00	02/01/06-06/30/06
341570	Therapeutic Education Centers Santa Ana, California	\$15,826.00	02/21/06-06/30/06

<u>ID #</u>	<u>DESIGNATED INSTRUCTION</u>	<u>\$COST</u>	<u>PERIOD COVERED</u>
332141	Braille Consultants Inc. Newport Beach, California	\$ 1,040.00 Addendum	03/16/06-06/30/06
341350	Braille Consultants, Inc.	960.00	03/22/06-06/30/06
603071	Comprehensive Ed. Center (ACES) San Diego, California	3,200.00 Addendum	03/25/06-06/30/06
8073	Comprehensive Ed. Center (ACES)	6,400.00 Addendum	01/31/06-06/30/06
263582	Footprints Behavioral Intervention Fountain Valley, California	12,604.50	03/30/06-06/30/06
341605	Gallagher Pediatric Therapy Fullerton, California	1,440.00	02/24/06-06/30/06
323204	Gallagher Pediatric Therapy	2,400.00	03/10/06-06/30/06
320199	Gallagher Pediatric Therapy	1,120.00	03/15/06-06/30/06
334876	Gallagher Pediatric Therapy	2,400.00	03/07/06-06/30/06
8075	Gallagher Pediatric Therapy	480.00	03/08/06-06/30/06
341469	Gallagher Pediatric Therapy	2,400.00	03/06/06-06/30/06
322820	Gallagher Pediatric Therapy	1,200.00	03/28/06-06/30/06
339274	Gallagher Pediatric Therapy	800.00 Addendum	03/23/06-06/30/06
322870	The Children's Therapy Center Garden Grove, California	3,864.00	03/13/06-06/30/06
339806	Write Start Pediatrics Aliso Viejo, California	1,165.00	03/15/06-06/30/06

OUSD/Cohen/Gee
Board Agenda
April 20, 2006

TOPIC:	EXPULSION OF STUDENT: CASE NO. 05-06-31
DESCRIPTION:	Violation of California Education Code 48900 (j), (k) and 48915 (a) (2).
FISCAL IMPACT:	The District will have a loss of ADA for one semester.
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, (January 31, 2007), however, the second semester be suspended.</p> <p>A hearing panel of administrators met on Thursday, March 9, 2006, and determined that a recommendation for expulsion be presented to the Board of Education. The student will be permitted to attend an alternative program and maintain a 2.0 GPA. Student will be required to complete 20 hours of community service validated in writing. Further, student is to provide chemical testing prior to returning to the Orange Unified School District at no expense to the District. 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.</p>

TOPIC:	EXPULSION OF STUDENT: CASE NO. 05-06-33
DESCRIPTION:	Violation of California Education Code 48900 (f), (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 (January 31, 2007); however, the expulsion be suspended.</p> <p>A hearing panel of administrators met on Thursday, March 9, 2006, and determined that a recommendation for expulsion be presented to the Board of Education. The student will be permitted to attend another elementary school 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. It was further recommended that restitution be paid according to the guidelines of the Orange Unified School District. 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.</p>

TOPIC:	EXPULSION OF STUDENT: CASE NO. 05-06-34
DESCRIPTION:	Violation of California Education Code 48900 (f), (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, (January 31, 2007), however, the expulsion be suspended.</p> <p>A hearing panel of administrators met on Thursday, March 9, 2006, and determined that a recommendation for expulsion be presented to the Board of Education. The student will be permitted to attend another elementary school 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. It was further recommended that restitution be paid according to the guidelines of the Orange Unified School District. 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.</p>

TOPIC: **EXPULSION OF STUDENT: CASE NO. 05-06-35**

DESCRIPTION: Violation of California Education Code 48900 (b), (k) and 48915 (a) (2).

FISCAL IMPACT: The District will have a loss of ADA for one semester.

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

A hearing panel of administrators met on Thursday, March 23, 2006, and determined that a recommendation for expulsion be presented to the Board of Education. The student will be permitted to attend an alternative program 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. Student must be within 10 credits of being on track for graduation.

TOPIC:	EXPULSION OF STUDENT: CASE NO. 05-06-36
DESCRIPTION:	Violation of California Education Code 48900 (a), (k).
FISCAL IMPACT:	The District will have a loss of ADA for one semester.
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 one semester (June 16, 2006).</p> <p>A hearing panel of administrators met on Thursday, March 23, 2006, and determined that a recommendation for expulsion be presented to the Board of Education. The student will be permitted to attend an alternative program and maintain a 2.0 GPA. 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.</p>