

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

**THURSDAY • MAY 4, 2006**

**6:30 P.M. • CLOSED SESSION**

**7:30 P.M. • REGULAR SESSION**

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

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**A G E N D A**

*(The complete agenda is available online at [www.orangeusd.k12.ca.us/board/calendar.asp](http://www.orangeusd.k12.ca.us/board/calendar.asp))*

1. **CALL MEETING TO ORDER - 6:30 P.M.**
2. **ESTABLISH QUORUM**
3. **PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS**
4. **ADJOURN TO CLOSED SESSION**
  - A. **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**  
Government Code 54957
  - B. **PUBLIC EMPLOYEE CONTRACT**  
Government Code 54957
    - 1) Assistant Superintendent, Business Services - action to be taken in open session
    - 2) Assistant Superintendent, Educational Services - action to be taken in open session
    - 3) Assistant Superintendent, Human Resources - action to be taken in open session
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**
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None

#### 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.*

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## 15. COMMUNICATIONS TO THE BOARD

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## 16. OTHER BUSINESS

Board/Staff Conference and Comments

## 17. ADJOURNMENT

## 18. CALENDAR OF 2006 BOARD MEETINGS

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

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ANNOUNCEMENTS  
AND  
ACKNOWLEDGMENTS

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TOPIC:

**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**  
*Kieran Sellers, Orange High School*

**TOPIC: BOARD PROCLAMATION: CLASSIFIED SCHOOL  
EMPLOYEE WEEK – MAY 22-26, 2006**

**DESCRIPTION:** Each year public school districts throughout California recognize the service and dedication of their classified employees. The attached proclamation declares May 22-26, 2006, as Classified School Employee Week in the Orange Unified School District. The purpose of this proclamation is to recognize the contributions of OUSD's 1,500 classified employees who serve as partners in education with the District's certificated employees, and to commend them for the vital role they play in the day-to day operations of our schools.

**FISCAL IMPACT:** This item has no fiscal impact.

**RECOMMENDATION:** It is recommended that the Board of Education adopt the attached Proclamation declaring May 22-26, 2006, as Classified School Employee Week in the Orange Unified School District.

ORANGE UNIFIED SCHOOL DISTRICT  
*BOARD OF EDUCATION*

PROCLAMATION

“Classified School Employee Week”

May 22-26, 2006

WHEREAS, classified employees in the Orange Unified School District are “partners in education” and play a vital role in the day to day operation of our schools: and

WHEREAS, our classified partners are challenged with the responsibilities of safely transporting our students to and from school; providing well-balanced and nutritious meals; keeping the buildings clean, safe, and comfortable; meeting the needs of parents, principals, and students in the offices of our schools; assisting teachers in the instruction of students and library services, providing support to schools through administrative services; and

WHEREAS, classified employees accept and meet these responsibilities with dedication, service, and devotion in these economically challenging times; and

WHEREAS, classified employees have earned the respect and gratitude of the Orange Unified School District school community, including certificated employees, administrators, parents, and community members; and

WHEREAS, members of the Board of Education express their appreciation to our classified employees and “partners in education” for their exemplary and dedicated service to students in the Orange Unified School District;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education declares the week of May 22-26, 2006 as Classified School Employee Week in the Orange Unified School District to recognize the contributions of more than 1,500 classified employees, and commends them for their dedicated service to the students in the Orange Unified School District.

Dated this 4<sup>th</sup> day of May, 2006.

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

\_\_\_\_\_  
Rick Ledesma, Vice President

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

\_\_\_\_\_  
Kathryn A. Moffatt, Member

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

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

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

**TOPIC:** **BOARD PROCLAMATION: SCHOOL NURSE DAY – MAY 10, 2006**

**DESCRIPTION:** May 10, 2006, has been designated as National School Nurse Day to officially recognize school nurses for their services to students and staff.

Orange Unified School District is pleased to participate in this observance and welcomes the opportunity to officially recognize and comment the District's school nurses for their continued excellent service. Helen Burzumato will be honored as the District's School Nurse of the Year.

Sharon Tipple will be honored as the Orange County School Nurse of the Year

**FISCAL IMPACT:** This item has no fiscal impact.

**RECOMMENDATION:** It is recommended that the Board of Education officially proclaim May 10, 2006, as School Nurse Day in Orange Unified School District. It is further recommended that the Board encourage students, parents, staff and community members to participate in events and activities to honor our school nurses.



# ORANGE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

## PROCLAMATION

*Declaring*

### SCHOOL NURSE DAY • May 10, 2006

WHEREAS, our children are our most valuable resource, and educational achievement is directly affected by their health and well-being; and

WHEREAS, our school district continues to enroll more students with multiple and severe health handicaps; and

WHEREAS, the number of students with unmet health needs is increasing and interfering with normal developmental milestones and academic success; and

WHEREAS, school nurses are charged with the responsibility of addressing these critical issues and providing diligent care for the health, development and disease control of all students through implementation of our Health Services Program; and

WHEREAS, school nursing services include health assessments, interventions, education and referrals, development and supervision of specialized health care plans for medically involved students, and networking with community agencies.

NOW, THEREFORE, BE IT RESOLVED, that the Orange Unified School District Board of Education declares May 10, 2006, as "School Nurse Day" and commemorates the unique contribution of our school nurses to the total education program.

DATED this 4<sup>th</sup> day of May, 2006.

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

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Rick Ledesma, Vice President

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

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

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

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

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

TOPIC:	<b>BOARD PROCLAMATION: CALIFORNIA DAY OF THE TEACHER - MAY 10, 2006</b>
DESCRIPTION:	Each year public school districts throughout California recognize the service and dedication of their teachers. The attached proclamation honors the work of this District's 1,500 teachers and commends them for their dedicated service to the students of the Orange Unified School District.
FISCAL IMPACT:	This item has no fiscal impact.
RECOMMENDATION:	It is recommended that the Board of Education adopt the attached Proclamation declaring May 10, 2006, as "California Day of the Teacher" in the Orange Unified School District.

**ORANGE UNIFIED SCHOOL DISTRICT**  
**BOARD OF EDUCATION**

**PROCLAMATION**

*"California Day of the Teacher"*

May 10, 2006

WHEREAS, teachers influence the lives of their students and mold the minds of our country's future leaders; and

WHEREAS, teachers are charged with the responsibility of instilling in our students basic academic and intellectual skills and responsible citizenship; and

WHEREAS, good teaching grows in value and pays dividends far beyond the classroom;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education declares May 10, 2006 as "California Day of the Teacher" in the Orange Unified School District to recognize the contributions of more than 1,500 teachers, and commend them for their dedicated service to the students of the Orange Unified School District.

Dated this 4<sup>th</sup> day of May, 2006.

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

\_\_\_\_\_  
Rick Ledesma, Vice President

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

\_\_\_\_\_  
Kathryn A. Moffatt, Member

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John H. Ortega, Member

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

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

TOPIC:	<b>2006 TITLE I ACADEMIC ACHIEVEMENT AWARD: WEST ORANGE ELEMENTARY SCHOOL</b>
DESCRIPTION:	<p>The Educational Services Division is proud to announce that West Orange Elementary School has been selected by the California Department of Education to receive the 2006 Title I Academic Achievement Award. To receive this honor, Title I schools must have exceeded the Adequate Yearly Progress (AYP) for two or more years , in addition to have doubled their Academic Performance Index (API) growth target for two consecutive years. This is the second consecutive year that West Orange has received this honor.</p> <p>West Orange Elementary School was recognized for their accomplishments at the Awards Banquet held at the Costa Mesa Hilton on May 2, 2006.</p>
FISCAL IMPACT:	There is no fiscal impact.
RECOMMENDATION:	It is recommended that the Board of Education recognize and congratulate the students, parents, faculty, and staff of West Orange Elementary School for being selected for the Title I Academic Achievement Award for 2006.

**TOPIC: CALIFORNIA DISTINGUISHED SCHOOLS 2006:  
MCIPHERSON MAGNET AND RUNNING SPRINGS  
ELEMENTARY SCHOOLS**

**DESCRIPTION:** The Educational Services Division is proud to announce that McPherson Magnet Elementary School and Running Springs Elementary School have been named as two of California's 2006 Distinguished Schools. They were among a record 377 elementary schools in the state to receive the award this year. These schools are leaders in our state's educational community.

Initiated in 1985, the California Distinguished Schools Program is celebrating its 21<sup>st</sup> anniversary. The California School Recognition Program honors elementary and secondary schools in alternate years. McPherson Magnet and Running Springs Elementary Schools will be honored at an awards ceremony and dinner held at the Disneyland Convention Center in Anaheim on May, 26, 2006.

**FISCAL IMPACT:** There is no fiscal impact.

**RECOMMENDATION:** It is recommended that the Board of Education recognize and congratulate the students, parents, faculty and staff of McPherson Magnet and Running Springs Elementary Schools for being selected as California Distinguished Schools for 2006.

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# ACTION ITEMS

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TOPIC: **APPROVAL OF AGREEMENT TO IMPLEMENT A COMPREHENSIVE ENERGY MANAGEMENT PROGRAM WITH ENERGY EDUCATION, INC.**

DESCRIPTION: Energy Education Inc. provides a *people-oriented* energy management program designed specifically for school systems to manage energy consumption and generate substantial savings. This energy management program produces typical savings measured by cost avoidance of 15 to 30 percent. This energy management program has been successful in school districts across the nation and has developed impressive results in a growing number of California school districts.

Key components of this energy management program include:

- There is *no risk* to the District. Energy Education Inc. guarantees the savings will exceed the cost of the program or they issue a check for the difference.
- All costs of the program come from the savings generated due to decreased energy consumption.
- Program fees will not be charged during an initial six-month training period for the two energy managers.
- Only fifty percent of the program fees (basic fee) will be charged during the first performance year (12 months).
- Performance fees (the other fifty percent of the program fees) will only be charged as energy savings goals are met.

This program aligns with *Priority Area 3.0 Fiscal Responsibility*. The District Strategic Goal is to “live within our means” and collaborate with all stakeholders in the District to focus limited resources on achieving our educational goals and objectives.

FISCAL IMPACT: All costs associated with the Energy Management Program will be covered by savings generated through reduced energy consumption or Energy Education, Inc. will write a check for the difference to reimburse the District. Net savings during the first full year of implementation is estimated at \$481,800.

RECOMMENDATION: It is recommended that the Board of Education authorize staff to enter into an appropriate agreement to fully implement a comprehensive Energy Management Program with Energy Education, Inc.

TOPIC:	<b>TENTATIVE AGREEMENT BETWEEN ORANGE UNIFIED SCHOOL DISTRICT AND ORANGE UNIFIED EDUCATION ASSOCIATION FOR SUCCESSOR AGREEMENT NEGOTIATIONS AND AB 1200 INFORMATION (<i>Subject to Ratification by the OUEA Membership</i>)</b>
DESCRIPTION:	This item pertains to the tentative agreement between the Orange Unified School District and the Orange Unified Education Association for successor agreement negotiations which includes tentative agreement on contract language for the period of 2005-2008 and tentative agreement on salary negotiations for 2005-2006. The tentative agreement provides for a 4.75% salary increase for the 2005-06 year effective January 1, 2006, as well as a modification to the District contribution for health and welfare benefits effective October 1, 2005.
FISCAL IMPACT:	See attached AB 1200 analysis.
RECOMMENDATION:	It is recommended that the Board of Education ratify the Tentative Agreement between the Orange Unified School District and the Orange Unified Education Association.



**Tentative Agreement  
Between  
Orange Unified School District (OUSD)  
And  
Orange Unified Education Association (OUEA)  
April 12, 2006**

The District will provide a salary increase of 4.75% effective January 1, 2006.

With respect to extra earnings, the 4.75% increase will also be applied effective January 1, 2006. Employees who separated from the district on or before June 30, 2006, but during the 2005-06 school year, will also be entitled to this salary increase.

In addition,

1. The parties have mutually reached agreement on all language articles for a new three-year agreement, effective July 1, 2005 through June 30, 2008. Copies of all the revised language articles are attached. The revised language articles will become effective upon ratification.
2. This tentative agreement is subject to ratification by both parties. All the members of the bargaining teams for both OUSD and OUEA support and recommend the ratification of this tentative agreement. It is also understood that as a part of the approval process this tentative agreement is subject to the County Superintendent of School's review and positive certification prior to submittal to the Board of Education for approval/ratification.
3. This tentative agreement concludes all negotiations between the parties through 2005-06.

James E. Brown 4/12/06  
For the District Date

[Signature] 4-12-06  
For the District Date

[Signature] 4/12/06  
For the District Date

Vilma Withman 4/12/06  
For OUEA Date

H. Chapas 4/12/06  
For OUEA Date

[Signature] 4/12/06  
For OUEA Date

[Signature] 4.12.6  
For OUEA Date

[Signature] 4/13/06  
For OUEA Date

[Signature] 4/12/06  
For OUEA Date

**Collective Bargaining Language  
Tentative Agreement Between OUSD and OUEA  
April 12, 2006**

**ARTICLE 1:        PREAMBLE**

1.400 This Agreement shall be effective from ~~July 1, 2002 through June 30, 2005~~ **July 1, 2005 through June 30, 2008**. The provisions of this agreement shall become effective upon ratification by both parties except for (i) Article 2, Compensation and Health and Welfare Benefits, and (ii) language that continues to remain unchanged from the previous collective bargaining agreement. The parties shall commence reopener negotiations for the ~~2003-2004 school year by July 31, 2003~~ **2006-2007 school year by July 31, 2006** unless a later date is mutually agreed upon. For reopener negotiations in the second and third years of the agreement, ~~2003-2004 and 2004-2005~~ **2006-2007 and 2007-2008**, reopener negotiations shall pertain in each year to Article 2, Compensation and Health and Welfare Benefits, ~~and one additional article chosen by each party as well as Article 20, ROP, in year 2003-2004~~, with the initial proposals publicly sunshined on the Board's agenda in the month of ~~June~~ **May**.

**ARTICLE 2:        COMPENSATION**

2.110 A. ~~For fiscal year 2002-2003, the certificated salary schedules, Appendix B 1-6, are increased 3% effective July 1, 2002. The salary schedules with the 2002-2003 payrates are included in this agreement at Appendix as Appendices B 1-6.~~

B. A \$1,000 increment annually shall be added to the salary schedule for those teachers who have received a doctorate degree **from an institution of higher learning which is accredited by the Western Association of Schools and Colleges or other recognized accreditation organization** and/or have attained the National Teacher Board Certification as recognized by the National Board for Professional Teaching Standards (NBPTS).

Appendix    B1 - CT/CE -Teacher/Nurse Salary Matrix -01-02  
              B2 - CC-Counselor Salary Matrix -01-02  
              B3 - CM-Media Specialist Salary Matrix -01-02  
              B4 - CP/CO-Psychologist Salary Matrix -01-02  
              B5 - CS/CU - Speech & Language Salary Matrix -01-02

2.117 Voluntary Buyout of Retiree Medical Benefits

A. Current active bargaining unit members who are eligible for lifetime benefits and have met the 10 and/or 15 year service requirements outlined in the current agreement and who elect to waive their post age 65 health and welfare benefits shall be paid a \$10,000 buyout payment, if they elect this option. The employee election of this benefit shall be made **during the effective dates of this agreement as outlined in Article 1.400** ~~between February 1, 2003 and June 30, 2003~~. Payment shall be made within 90 days of filing the written election waiver document following consultation with an administrator in the Human Resources office. Said employee shall remain eligible for employee-only health and welfare coverage through a District sponsored HMO plan from retirement to age 65.

- B. Other active bargaining unit members eligible for this benefit and who elect this option but who have not yet reached the 10 and/or 15 year service requirements, will receive the \$10,000 payment within 60 days of reaching the 10 and/or 15 year vesting requirements set forth in the current agreement.
- C. In lieu of the \$10,000 cash buyout, an employee eligible for retiree medical benefits may elect to receive the amounts specified on the Deferred Cash Option table (sliding scale up to \$27,000) attached. These payments shall be paid out in five (5) equal payments commencing in January following retirement.
- ~~D. The percentage of eligible employees (currently estimated at 513 eligible employees) who elect the voluntary buyout option will result in a salary increase for steps 9-30 on the salary schedule for 2000-2001. Salaries at these steps shall be increased on a uniform percentage basis by an amount equivalent to the percentage of eligible employees electing the buyout multiplied times \$2 million. (Example: 50 % of the eligible employees elect the buyout results in \$1 million being added to the salary schedule for employees in steps 9-30 for 2000-2001.) Payment of this increase shall be made within 120 days of the implementation of this agreement.~~

## 2.300 Health and Welfare Benefits

### 2.310 Active Employee and Eligible Retiree Health and Welfare Benefits and Contributions

- 2.311 Within the cost maximums set forth below, the District shall pay the actual cost of providing health and welfare benefits (medical, dental, prescription, vision, and for actives only, life insurance) through an HMO plan for all **eligible** active employees and their eligible dependents, and through an HMO plan or Medicare Risk HMO for all eligible retirees and their dependents. Eligibility shall be set forth in the current agreement. All retired plan participants age 65 and over may be placed in a Medicare Risk HMO at the discretion of the District.

The District shall pay the actual cost of the health and welfare benefits up to the following specified District maximum annual contributions, subject to the dependent contributions provided in Section 2.139. The District shall also make the same contributions for **eligible** employees who elect to participate in the District offered PPO program. Active employees/retirees shall be assessed the difference between the agreed upon District maximum contributions ("the District CAPS") as listed below and the actual plan cost, which is commonly referred to as the employee/retiree buy-up cost for the programs. Assessments shall be made through payroll deductions for active employees and monthly contributions paid by retirees. It is recognized that the District's payroll department will need to adjust employee payroll deductions in light of the increase in the District contribution amount.

- 2.312 NEW District Annual Contributions For Active Employees, effective October 1, 2005 2004

~~\$4,237~~ \$4,022 for single coverage for active employees

**\$8,204** ~~\$7,753~~ for single plus one dependent coverage for active employees

**\$11,501** ~~\$10,856~~ for family coverage for active employees

**2.313 NEW District Annual Contributions For Eligible Retirees, effective October 1, 2005** ~~2004~~

**\$4,116** ~~\$3,901~~ for single coverage for eligible retirees

**\$8,083** ~~\$7,632~~ for single plus one dependent coverage for eligible retirees

**\$11,380** ~~\$10,735~~ for family coverage for eligible retirees

**2.314 "Eligible employees" refers to active employees assigned on a full time basis of 50% or more of an FTE. Employees approved to work under the provisions of Article 19, Shared Contract, share one teaching position/benefit package which includes one benefit package designation.**

**2.321 District Administration of Benefits**

- A. A benefits committee composed of four members appointed by the Association and four members appointed by the District shall decide upon plans including bids from other providers for new plans and benefits within the maximum cost figures set forth in the Agreement. ~~The Benefits Committee shall present by December 5, 2004, to the negotiations committee its work plan for the 2004-05 school year and issue quarterly activity reports to the negotiating teams.~~ Both parties agree to fully cooperate in preparation of data for RFP's and evaluation of responses. Such benefits committee decisions shall be decided by unit vote of the District representatives and the Association representatives. The committee shall not make any decision that would cause the cost of benefits to be above the negotiated maximums set forth in the Agreement. In the event of a deadlock the matter shall be presented to binding arbitration. The arbitrator shall have no authority to make a decision that would cause the cost of benefits to be above the negotiated maximums ("the District CAPS") set forth in the Agreement. It is recognized that the actual plan total premium costs may exceed the CAPS in 2004-05. Commencing with the 2005-06 insurance year, the HMO total premium package costs (medical, dental, vision, and life insurance for active employees) shall not exceed the CAPS provided in sections 2.312 and 2.313.

**2.330 Insurance Coverage - Temporary Teachers**

- 2.331** Temporary teachers working less than 75% of the year - insurance ends June 30th if not rehired prior to June 30 for the ensuing school year. If rehired, insurance continues through September 30 **for T-track and July 31 for S-track.**

**2.332 Temporary teachers working more than 75% of the year in a T-track assignment - insurance continues through September 30. Temporary teachers working more than 75% of the year in an S-track assignment - insurance continues through July 31.**

**2.750 Move to [new designation] 2.340**

**2.800 Early Retirement**

2.810 The District may, at its sole discretion, maintain programs for early retirement and pre-retirement part-time employment as set forth in Appendices D1, D2, D3, and D4.

The District at its sole discretion may implement a retirement incentive program. If implemented, it must be made available to all bargaining unit members meeting the eligibility requirements.

~~District may offer retirement incentive for 2002-2003. District will consult with OUEA about the incentive if offered.~~

2.820 Unit members who desire to participate in early retirement programs **offered by the District as outlined in Appendices D1, D2, D3, and D4**, must submit their letter of intent to the District in accordance with time lines set forth by the **Human Resources Personnel Office** each year.

**2.1020 Additional Service Compensation**

Unit members shall not be required to perform additional duties during preparation time. Should unit members volunteer to perform such duties, those additional duties that require the loss of preparation time shall be compensated at the ~~unit member's~~ miscellaneous hourly rate of pay and shall be paid upon notification and accounting of the time lost. Additional duties before and after the work day must have the immediate supervisor's approval and are paid at a rate equal to the ~~unit member's~~ miscellaneous hourly pay.

### **ARTICLE 3: LEAVES**

**3.250 Sick Leave Sharing**

In order to be eligible to receive donated leave under this program, the "receiving" employee or **family member (as defined in section 3.511)** "must":

- a. Suffer from an illness or injury expected to incapacitate the employee **(or family member)** for an extended period of time which creates a financial hardship for the employee because he/she has exhausted all available paid leave entitlement.

**3.260 Notification**

**Employees shall notify the District in advance of any leave. Employees who will be absent from duty for any reason which does not require advance approval by the District must notify the District Subfinder System of their absence. Employees who require a substitute must notify the District Subfinder System as soon as the need**

**to be absent is known. Whenever possible, the notification shall be made no less than two (2) hours prior to the start of his/her workday.**

### **3.2030 Personal Leave**

**3.2031** Unit members shall be granted leave without pay for up to one (1) year in length upon submission of such leave request to the Superintendent or designee if such request fulfills the following criteria and provided the District can be assured of an adequate replacement teacher and that the timing of such leave will be arranged to provide continuity in the educational program.

- a. The unit member who has had an unpaid leave within the last five (5) years may be granted an additional leave at the discretion of the Superintendent or designee.
- b. The leave is for one of the following reasons:
  - 1) A compelling family need (as determined by the unit member);
  - 2) It is related to a need for rest and recuperation;
  - 3) It is for the purpose of teaching in a foreign country or another state as an exchange teacher;
  - 4) For professional study or research;
  - 5) Travel related to a teaching assignment;
  - 6) Personal business.
- c. Leaves under this provision will be limited to a maximum of two (2) years in length.
- d. **Leaves under this provision will not be granted for employees who obtain a certificated unit position in another school district.**

### **3.2034 TB Leave**

**All employees shall be required to undergo a tuberculin exam (intradermal tuberculin test or an X-ray of the lungs) at least once each four (4) years or more often if directed by the District. For post employment examinations, all unit members shall use the agency determined by the District for tuberculin (TB) exams. Any unit member who chooses to use some other agency shall be responsible for the full cost of the TB exam. Unit members shall have the responsibility to ensure that the results of the TB examination(s) are reported to the District within the District timeline. Unit members who fail to submit the results of the TB examination(s) to the District within ten (10) days of the expiration date of his/her last TB exam shall be placed on leave without pay until certification of the results of an approved TB exam are received by the District.**

## **ARTICLE 4:        TRANSFERS**

### **4.200 Voluntary Transfer Requests**

- 4.210 A listing of all certificated vacancies including special requirements for that vacancy as established at the school site **or department** for which the District will be interviewing, shall be posted on the District Website. Available positions will remain posted until their close dates. Sites **or departments** will post signs indicating the District Website Internet address in a prominent location accessible to staff. ~~Non-teacher site personnel will print and post position vacancies as they occur in a conspicuous place in all school buildings.~~
- a) **Permanent Unit** members assigned to middle schools will receive first preference for any vacancies which occur during mid-year at the senior high school level.
- b) ~~These employees~~ **Permanent unit members** applying for transfer who have the appropriate credential will be given an interview.

### **4.400 Involuntary Transfers**

- 4.420 Involuntary transfers may be made for the following purposes: the balancing of certificated staff of the District or a school by considering the necessity of factors such as experience, race, ethnic background, sex, **and** age, ~~and English as a second language;~~ a change of enrollment necessitating addition, transfer or deletion of staff; and the improved efficiency of the District. The District will not involuntarily transfer a unit member in an arbitrary or capricious manner, or without a reasonable basis in fact.

#### **Step 4:**

##### **e.        ESL English Learners**

4.483 "Position" in 4.480 herein, is to mean school or work location.

**4.484** Unit members shall not be involuntarily transferred in two (2) consecutive school years.

- 4.490 **a. Teachers who are involuntarily transferred shall be eligible upon request for up to 12 hours at the miscellaneous hourly rate to effect the transfer.**

##### **d.e. Change of Assignment during the School Year**

Unit members who are involuntarily reassigned to a different classroom, different teaching assignment, or whose student assignment undergoes a significant change (i.e.: 30% or more of class composition is new to the teacher) at the same school/worksite during the school year shall be granted, upon request, two (2) days release time to effect the change. The unit member may be given 12 hours at the miscellaneous hourly rate to effect the change in lieu of the two (2) days release time. The District shall provide assistance from non-teacher personnel for packing and transporting of the materials of the unit member, equipment, books and supplies. The use of such time shall be arranged with the building principal.

## **ARTICLE 5:        SAFETY CONDITIONS**

### **5.100 Dangerous Working Conditions**

**5.110 Employees are to be safety conscious in their actions while on duty.** Unit members shall be responsible for making a written report to the immediate supervisor regarding any unsafe, hazardous, unhealthy, or potentially dangerous working conditions. If the danger is immediate, an oral report shall be sufficient. If such a report is properly registered with and verified by the supervisor, the condition causing the hazardous, dangerous or unsafe working condition, if possible, shall be removed as soon as feasible. If this is not possible, the unit member shall be relocated in a non-hazardous work location.

The District shall provide a written statement to the affected unit member within four (4) days following receipt of the report which indicates the status of the complaint with possible solutions and/or estimated timelines.

**5.140** Unit members who work in isolated work site(s) or locations shall have an alarm/communication (telephone) device which will permit the unit member(s) to contact their administrator or other appropriate personnel in case of emergency. ~~In addition, a unit member(s) assigned to a Special Education Program and located in an isolated location shall be assigned the equivalent of a full time aide.~~

### **5.600 Drug and Alcohol Use**

**5.610** Employees shall not be under the influence of or in possession of alcohol or illegal drugs while on District property, at work locations, or while on duty. Employees shall not use such substances, sell or provide drugs or alcohol to any other employee or to any person while such employee is on duty, nor have their ability to work impaired as a result of the use of alcohol or drugs.

## **ARTICLE 6:        HOURS**

### **6.600 Teacher Preparation Time**

**6.620** ~~Except for driver education teachers,~~ Full-time classroom teachers shall be provided with the equivalent of weekly preparation periods as follows: elementary level--five (5) periods of forty (40) minutes duration; middle school level--five (5) periods of forty-five (45) minutes duration; senior high level--five (5) periods of fifty (50) minutes duration.

### **6.1000 INSTRUCTIONAL DAYS/MINUTES**

The regular work year for regular classroom teachers shall consist of 185 work days for the 1999-2000 school year and thereafter.

~~The regular work year for multi-track year round classroom teachers shall consist of 180 work days for the 1999-2000 school year and thereafter.~~

The teacher instructional time shall be as follows:



## 6.1110 Kindergarten

### 6.1111 Regular Kindergarten

Kindergarten shall be 185 days of 200 instructional minutes, plus an additional 60 minutes of instructional support at the K-3 level per day, excluding the 10 elementary minimum days. Any teaching assignment during the 60 minutes of instructional support must be determined by mutual agreement between the teacher and the building administrator.

### 6.1112 Option II Kindergarten

Kindergarten may be 185 days of 300 instructional minutes per day for the purpose of facilitating Option Two of the California K-3 Class Size Reduction Program. If the District implements Option Two of the California K-3 Class Size Reduction Program, then a committee will be established to develop guidelines as to the implementation of the program. The committee will be composed of six members, with three members appointed by the District and three members appointed by the Association. The committee will be established thirty (30) calendar days following the decision by the District to implement Option Two in Kindergarten. It shall be the task of the committee to report its recommendations to the District and to OUEA for final approval and signatures by the Assistant Superintendent, Human Resources for the District and the President of OUEA by May 31, 2005.

**Kindergarten teachers participating in Option II Class Size Reduction shall receive a minimum of a ten (10) minute break per day, excluding minimum days, subject to adequate coverage by the site duty wheel/roster for grades 1-3.**

6.1120 Grades 1-3 shall be 185 days of 285 instructional minutes per day which include 10 minimum days as prescribed by state law.

6.1160 A minimum instructional day for the purpose of determining student grades shall be scheduled as follows:

- a. At or near the end of the first quarter/trimester for all students in grades K4-12.
- b. At or near the end of the second quarter/trimester for all students in grades K-8.
- c. At or near the end of the third quarter/trimester for all students grades K4-12.
- d. At or near the end of the fourth quarter for all students grades K-6 except students grade 6 in middle schools.
- e. On the last student day of the year in grades K-8.

6.1200 Acknowledging that classroom preparation is an important task, the parties agree that ~~unit members~~ **teachers** are to be provided one (1) non-instructional day prior to the opening of school for classroom preparation. The parties further agree that while it is desirable that unit members have a full day for classroom preparation, a site administrator may schedule a staff meeting of 45 minutes during the non-instructional day, which meeting shall under no circumstances exceed one hour in length. Because the parties acknowledge the importance of classroom preparation, the issues discussed during said staff meeting should be related to the task of classroom preparation. This agreement is not intended to limit the District's ability to

hold meetings on any other matters or subjects on days other than the single non-instructional day pursuant to Article 6.1200.

6.1600 Traditional Year School

Grades are due to the appropriate office by the end of the noon hour on the second working day following the end of the quarter. Fourth quarter grades **at secondary schools** are due by 3:00 p.m. on the unit member's final work day. Refer to Report Card Committee for modification as needed, **including due dates for report cards at elementary schools and year round schools.**

6.1700 Year-Round School

Grades are due to the appropriate office by the end of the noon hour on the last day of the quarter. Fourth quarter grades **at secondary schools** are due by 3:00 p.m. on the unit member's final workday. Refer to Report Card Committee for modification as needed, **including due dates for report cards at elementary schools and year round schools.**

~~6.1830 Upon approval of the principal, middle school counselors shall be paid the miscellaneous hourly rate for holding meetings after the normal work day to meet with parents regarding the results of proficiency tests. The limit per middle school shall be five hours per school year, per counselor. Hours will be prorated for those counselors who are employed less than full time.~~

**ARTICLE 7:**            **EVALUATION PROCEDURES/PERSONNEL FILES/PUBLIC COMPLAINTS**

7.310 An evaluation committee, composed of up to six members, with three members appointed by the District and three members appointed by the Association, **is may be** established to meet periodically to review and revise the current certificated evaluation instruments to comply with the State of California's professional standards. It shall be the task of the committee to report its recommendations, including the format of the observation/evaluation instruments, to the District and to OUEA for final approval and signatures by the Assistant Superintendent, Human Resources for the District and the President of OUEA by **May 15 of a school year so that the recommendations may be considered for implementation in the following year** ~~May 15, 2004 so that the State Standards may be incorporated into the 2004-2005 evaluation cycle.~~

**ARTICLE 8:**            **GRIEVANCE PROCEDURE**

Current Contract

**ARTICLE 9:**            **CLASS SIZE/TEACHING LOAD/WORKLOAD**

9.200 Staffing of these pupil personnel services shall be as follows during the term of this contract:

a. Counselors

Throughout the term of this contract, middle schools with less than 850 student enrollment will be staffed with at least one (1) counselor. Middle schools with more than 850 students will be staffed at a minimum of 1.5 counselors.

Comprehensive high schools will be staffed with a minimum of four (4) counselors. Additional counselors will be added based on a minimum student/counselor ratio of 450:1. The continuation high school and Special Programs (Independent Study, Teen Mom and Opportunity Program) and ROP will each be staffed with a minimum of one (1) ~~one (1) two (2)~~ counselors.

*[Move the following to ROP-Article 20: ROP will each be staffed with a minimum of one (1) counselor.]*

When the ratio is exceeded by 225, a half counselor position will be added.

9.300 Teaching Periods

9.310 The weekly teaching load for senior high school teachers will be equivalent of twenty-five (25) teaching periods and five (5) preparation periods. ~~-(except Driver Training teachers who shall normally have a teaching load of thirty (30) teaching periods and no scheduled preparation periods.)~~ An assignment to a supervised study period shall be considered a teaching period.

ARTICLE 10: MENTOR TEACHER PROGRAM

Delete Article

ARTICLE 11: PROFESSIONAL GROWTH

11.600 District Bilingual/ESL Staffing Plan

11.610 Selection Procedure

~~Unit members (on temporary, probationary, or permanent contract status) shall receive hiring consideration, within provisions of the Collective Agreement and current District practice, for any unit member positions created as a result of implementation of the District's Bilingual Plan.~~

~~It is not the intent or desire of the District to assign unit members to bilingual positions without their concurrence. However, the District reserves the right, under the terms of the Collective Agreement, to staff the schools.~~

11.620 Contract Status

~~Newly hired teachers who hold a bilingual teaching authorization through a bilingual credential or certificate from the California Teaching Credentialing Office (CTC), will be offered a probationary contract. Currently employed unit members, on a temporary contract, who obtain bilingual certification referenced above or meet the District criteria for certification, shall be upgraded to probationary contract status.~~

11.630 Training

~~Unit members assigned to a position referenced in the District Bilingual Staffing Plan shall receive training (Tri County Training Cooperative/ Bilingual Teacher Training Program) within the following guidelines:~~

~~Training during the regular work day/year shall receive release time and a substitute will be provided.~~

~~Unit members attending training during periods beyond the normal work day/year will be compensated at the miscellaneous hourly rate.~~

~~Unit members, as part of a school and/or District inservice program, may be required to participate in general inservice and/or training regarding non-English students. Teachers will only be required to obtain or hold a credential or certificate that is appropriate for the position in which they are assigned.~~

**ARTICLE 12:**        **ASSOCIATION RIGHTS**

Current Contract

**ARTICLE 13:**        **MANAGEMENT RIGHTS AND DISTRICT POWERS**

Current Contract

**ARTICLE 14:**        **SUMMER SCHOOL**

Not Opened

**ARTICLE 15:**        **PROFESSIONAL WORKING ENVIRONMENT**

Current Contract

**ARTICLE 16:**        **COMMUNICABLE DISEASES AND HUMAN IMMUNODEFICIENCY VIRUS**

Not Opened

**ARTICLE 17:**        **JUST CAUSE/DISCIPLINE OF EMPLOYEES**

17.334 The members of the Board of Education will conduct a hearing as requested under the provisions of Section 44948.5 ~~44948.5~~ **44948.3** and shall render a decision regarding the matter. As an alternative, the Board may refer the case to an administrative law judge in order to conduct the hearing and to submit a recommended decision in the matter to the Board.

**ARTICLE 18:**        **MISCELLANEOUS PROVISIONS**

18.200 Completion of Negotiations

The Association and District expressly waive and relinquish the right to meet and negotiate, except as provided in this Agreement, and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in this

Agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the parties at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

The District shall ~~print contracts incorporating~~ **post** the changes agreed upon in this agreement ~~for distribution on the District website~~ within ninety (90) days of ratification. **Two (2) copies of the agreement will be provided to each school with one copy for the staff and the other for the administration.**

## **ARTICLE 19:        SHARED CONTRACT**

Current Contract

## **ARTICLE 20:        REGIONAL OCCUPATIONAL PROGRAM (R.O.P.)**

### **20.200 Benefits**

20.210 R.O.P. members who are contracted for twenty (20) hours or more per week shall receive the District's fringe benefit program as prescribed in Article 2.310 of this Agreement.

**Eligible R.O.P. unit members who work the fall and spring semester shall not have additional premium cost or be denied benefits if they are not contracted during the summer semester.**

### **20.300 Hours/Work Load**

20.380 Eligibility for preparation hours to be based upon ~~5%~~ **7%** for part-time and ~~7%~~ **9%** for full-time of the unit member's teaching hours worked in a regular assignment per semester except for fire science, extra truck driving instructors, and those R.O.P. teachers currently on contractual assignment. For class sections that maintain an average of twenty-two (22) students in attendance over the duration of the course schedule, an additional 2% preparation time will be paid or for class sections that maintain an average of twenty-five (25) students in attendance over the duration of the course schedule, an additional 4% preparation time will be paid.

*(Move the following to ROP-Article 20 from Article 9: ROP will each be staffed with a minimum of one (1) counselor.)*

## **ARTICLE 21:        MULTI-TRACK YEAR ROUND SCHOOLS**

Delete Article

## **APPENDIX A**

Not Opened

## **APPENDICES B 1-6**

Increased by 4.75% effective January 1, 2006

## APPENDIX B7      EXTRA PAY

~~Note: Extra pay assignments for 2001-2002 that are based on a percentage of basic salary schedule step 1A shall utilize the Interim Salary Schedule that was effective July 1, 2001.~~

## APPENDIX C

### Section 1:      Salary Schedule Placement - Approval of Graduate Credit for Columnar Salary Advancement

- A. Only official college transcripts indicating a grade of "C" or higher will be accepted for salary advancement purposes. An official transcript is one that bears the official seal of the college and/or the original signature of the registrar or deputy. However, if the transcript may be delayed, a letter or document, signed by an appropriate college/university official and including the official college seal, which indicates course completion and/or which indicates the completion of course work towards the posting of a degree, shall be accepted in lieu of a college transcript (until receipt of official transcript). When the transcript or appropriate document has been received by the ~~Personnel~~ **Human Resources** Division and recorded, a receipt shall be sent to the unit member.
- C. Unit members with any questions regarding these regulations are encouraged to contact the ~~Personnel~~ **Human Resources** Division Office.

### CREDENTIAL REQUIREMENTS

Certificated staff members must hold a valid California credential appropriate for their assignment.

### Section 2:      Columnar Requirements

Entry Level      Entry Level Salary: Including the Bachelor's Degree, but less than the minimum requirements for "Column A1," listed below.

- Column ~~A1~~      Including 30 semester units taken after the Bachelor's Degree completion or Master's Degree or Preliminary, Intern, or Vocational Credential or Clear (Standard) Credential. ~~Unit members covered by the agreement (Appendix C1) between the Association and the District dated November 12, 1985, shall be placed on this Column in accordance with that agreement (Appendix C1).~~
- Column ~~B2~~      Including 45 semester units taken after the Bachelor's Degree completion or a Master's Degree.
- Column ~~C3~~      Including 75 semester units taken after the Bachelor's Degree completion or 60 semester units after the Bachelor's Degree including a Master's Degree or ~~Master's Degree plus 30 semester units taken after the Master's.~~

NOTE: In order to advance to Column C3 without a Master's Degree, units must conform with Board Approval Guidelines, Section 4-MN.

Column D4 Including 75 semester units taken after the Bachelor's Degree including a Master's Degree or Master's Degree plus 45 semester units taken after the Master's.

NOTE: A Master's Degree outside of the provisions of Section 4N will be accepted upon initial placement on the salary schedule, with the exception of degrees in religion/divinity.

Section 3: Crediting of Previous Experience

- ~~B. Unit members new to the District will be allowed one step for each two (2) years of teaching experience completed before having received a BA degree. Maximum twenty (20) years experience allowed, maximum for new teachers to the District is Step 11. No service credit shall be given for unit members who only qualify for the "Entry Level Salary."~~

Section 4: Salary Schedule Placement/College Training

The following guidelines will be used in crediting salary schedule Column A1 advancement.

- A. Unit members qualifying for the "Entry Level Salary" shall remain at this level until they met the minimum requirements for placement on any other salary column ~~(A-D)~~ (1-4). Upon verification of documentation qualifying unit members for placement upon any other salary column ~~(A-D)~~ (1-4), the unit member shall then be placed upon the appropriate step on that salary column in accordance with his/her length of service.
- B. School Nurses who have a Bachelor's degree, qualify for crediting of previous experience, but have not completed 30 semester units after the Bachelor's degree or the appropriate clear credential, shall be exempt from placement at "Entry Level Salary"; shall instead, be placed on Column A1; and shall advance on the salary schedule in accordance with the Agreement for unit members.
- C. Unit members placed on "COLUMN A1" of the Salary Schedules by the agreement (Appendix C1) between the Association and the District shall advance on the schedule in accordance with that agreement (Appendix C1).
- ~~D. In order to make columnar advancement, unit members must complete and submit, on an official district form, written notification of intent to change column.~~
- E. All college or university credits which will qualify a unit member for a new salary placement must be verified by official college or university transcripts in order to justify a contract revision. **Such college or university credits must be obtained from an institution of higher learning which is accredited by the Western Association of Schools and Colleges or other recognized accreditation organization.** Salary revision shall be effective ~~the first of the~~ month following district approval (as stipulated by this Article) of the necessary credits for Column advancement.

~~K. Upper division or graduate courses that shall be credited:~~

- ~~1. A subject directly related to the assignment.~~
- ~~2. A subject directly related to a unit member's major or minor.~~
- ~~3. A subject directly related to an advanced degree in professional education or a teaching/work assignment.~~
- ~~4. A subject required for a California credential.~~
5. For unit members in a self-contained classroom program; a subject commonly taught in the elementary school. [move to N 3]
6. For unit members in a departmentalized classroom program; courses in an additional major or minor [move to N 3] ~~(See K 4 N 3 following).~~

M. Repeat credit may be granted for a course taken at an accredited institution in which the content field has recently undergone substantial change or, in the case of a course originally taken many years ago, an updating of study is desirable.

N. Course work ~~started after June 15, 1978, for salary credit units beyond 45,~~ must be **transferable or** upper division or graduate level courses ~~that have had prior approval of the Personnel Office,~~ and must conform to the following guidelines:

1. Units shall be taken in, **or transferable to,** an accredited four-year institution.
2. Units shall be taken in a subject directly related to the teaching/work assignment.
3. Units shall be taken in a subject directly related to a person's major or minor. **For unit members in a self-contained classroom program; a subject commonly taught in the elementary school. For unit members in a departmentalized classroom program; courses in an additional major or minor.**
4. Units may be considered in a subject directly related to an advanced degree in professional education.
5. Units shall be taken in a subject directly related to an additional credential or certificate authorized by the California Commission on Teacher **Credentialing Preparation and Licensing.**
6. Units may be taken in a Board authorized, District sponsored, professional activity. Credit equivalent will be adopted at the time of such Board action.
- ~~7. When course work which is taken for credit over the period of a weekend has been canceled or modified after the unit member has~~



~~arrived on site, the unit member may take alternative course work and assume the risk of not receiving approval. However, such unit member may, therefore, seek approval if such work fits the above criteria.~~

- O. The submission of transcripts for columnar advancement on the salary schedule is limited to six (6) submission dates per school year. Additional units may be banked for future salary schedule advancement.**
- P. Transcripts for completed units must be submitted to the Human Resources Division no later than the first of the month for odd months (e.g. January, March, etc.) for salary adjustment. Adjustment for qualifying units will be made effective on the first of the following month.**

Section 6: Methods of Salary Payment for Certificated Personnel

The following guidelines will be observed in the payment of salary warrants:

- 3. Unit members opting the twelve-month payment shall notify the ~~Personnel~~ **Human Resources** Division the preceding year on the form provided.
- B. Unit members working between two hundred (200) and two hundred ~~seventeen~~ (217) ~~nineteen~~ (219) days per school year, shall have their annual salaries paid in eleven (11) monthly payments beginning with September of any school year unless the twelve-month payment is opted by the unit member.**

**APPENDICES D-G**

Not Opened

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

**2005-06**

Estimated Revenue	\$224,033,612	
Estimated Expenditures	<u>232,158,821</u>	
Excess (Deficiency)	\$ (8,125,209)	
<b>Estimated Ending Balance</b>	<b>\$11,593,462</b>	
Other Designation	(901,127)	
Designated for Economic Uncertainties	<u>(6,964,765)</u>	3.0%
Unappropriated Amount	3,727,570	

**2006-07**

Assumptions:

- 5.18% COLA
- Ongoing OUEA Costs
- No Increase in Health & Welfare Benefits Paid

Estimated Revenue	\$229,658,786	
Estimated Expenditures	<u>232,849,322</u>	
Excess (Deficiency)	\$ (3,190,536)	
<b>Estimated Ending Balance</b>	<b>\$8,402,927</b>	
Other Designations	(901,127)	
Designated for Economic Uncertainties	<u>(6,985,480)</u>	3.0%
Unappropriated Amount	516,320	

**2007-08**

Assumptions:

- 3.4% COLA
- Ongoing OUEA Costs
- No Increase in Health & Welfare Benefits Paid

Estimated Revenue	\$235,285,647	
Estimated Expenditures	<u>234,692,343</u>	
Excess (Deficiency)	\$ 593,304	
<b>Estimated Ending Balance</b>	<b>\$8,996,231</b>	
Other Designations	(901,127)	
Designated for Economic Uncertainties	<u>(7,040,770)</u>	3.0%
Unappropriated Amount	1,054,333	

**TOPIC: PROPOSED BOARD POLICY 5030 – STUDENT WELLNESS – SECOND 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 adopt proposed Board Policy 5030 – Student Wellness - for a second reading and final approval.

StudentsStudent 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 – SECOND 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.

Board Policy 6159.5 is being proposed 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.

This policy was presented for a first reading at the April 20, 2006 Board meeting. Revisions were suggested at the meeting and those revisions are indicated in bold italics and strikeouts in the attached policy.

FISCAL IMPACT: This item has no fiscal impact.

RECOMMENDATION: It is recommended that the Board of Education adopt the attached proposed Board Policy 6159.5, Independent Educational Evaluations, for a second reading and final approval.

StudentsIndependent Educational Evaluations

The Board of Education recognizes that parents *or legal guardians* 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 *or legal guardians* 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 *or legal guardians* request an independent educational evaluation at the expense of the District, the parents *or legal guardians* will be asked for a reason why he or she objects to the District's evaluation. The District, however, may not require the parents *or legal guardians* 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 *or legal guardian's* request by providing an independent educational evaluation at public expense.

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

1. Providing information to parents *or legal guardians* 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 *or legal guardians* 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 *or legal guardians* 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 evaluations 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 evaluations.

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



TOPIC:	<b>PROPOSED BOARD POLICY REVISIONS - 4000 SERIES, ALL PERSONNEL – FIRST READING</b>
DESCRIPTION:	<p>On June 8, 2004, the Board discussed the need for updating the current policy manual and various means of addressing this task. At the July 15, 2004 meeting, the Board approved the law firm, Parker &amp; Covert, to work throughout the 2004-05 school year in conjunction with appropriate staff members to revise or redraft policies, with Parker &amp; Covert providing recommended revisions or redrafting of the policies in question.</p> <p>Parker &amp; Covert has submitted its recommendations in conjunction with appropriate staff members' input for Board consideration. The new language is shown in italics. (Due to the volume, the 4000 series will be available under separate cover.)</p>
FISCAL IMPACT:	There is no fiscal impact.
RECOMMENDATION:	It is recommended that the Board of Education accept the proposed Board Policy revisions for the 4000 series, All Personnel, for a first reading.

TOPIC: **APPROVAL TO EXTEND THE TERM OF EMPLOYMENT  
AND TO AMEND SECTION 7 OF THE EMPLOYMENT  
CONTRACT FOR EACH ASSISTANT SUPERINTENDENT**

DESCRIPTION: The Board of Education will consider extending the term of the employment contract to June 30, 2008 for each Assistant Superintendent as listed below:

1. Jon Archibald, Asst. Supt., Business Services
2. Cheryl Cohen, Asst. Supt., Educational Services
3. Ed Kisse, Asst. Supt., Human Resources

Further, the Board of Education will consider amending Section 7, **Expenses**, Paragraph A, of the employment contract for each Assistant Superintendent to read as follows:

The District shall only reimburse the Assistant Superintendent in accordance with applicable District policy and procedures for his/her actual and necessary travel expenses ~~out of Orange County~~ ***outside of the District.***

FISCAL IMPACT: As per the terms and conditions of the contract.

RECOMMENDATION: It is recommended that the Board of Education approve extending the term of the employment contract to June 30, 2008 for the Assistant Superintendent, Business Services; the Assistant Superintendent, Educational Services; and the Assistant Superintendent, Human Resources; and to amend Section 7, **Expenses**, as described above.

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# INFORMATION/DISCUSSION ITEMS

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<b>TOPIC:</b>	<b>PARENT COMMUNICATION: PARENT PORTAL</b>
<b>DESCRIPTION:</b>	Staff will present an informational video on the Parent Portal which is being used as a communication tool between schools, parents, legal guardians and students.
<b>FISCAL IMPACT:</b>	There is no fiscal impact.
<b>RECOMMENDATION:</b>	It is recommended that the Board of Education receive this informational report as presented.

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# CONSENT ITEMS

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

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**TOPIC: PURCHASE ORDERS LIST**

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

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

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

**FISCAL IMPACT:** \$1,523,582.34

**RECOMMENDATION:** It is recommended that the Board of Education approve the Purchase Orders List dated April 10 through April 23, 2006 in the amount of \$1,523,582.34.

**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:** \$2,496,204.59

**RECOMMENDATION:** It is recommended that the Board of Education approve the Warrants List dated April 10 - April 23, 2006 in the amount of \$2,496,204.59.

**TOPIC:**

**GIFTS**

**DESCRIPTION:**

The gift of cash as delineated on the attached list was donated to the Orange Unified School District to be used as specified.

**FISCAL IMPACT:**

The receipt of \$50,650.44 to the District.

**RECOMMENDATION:**

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



**DONATIONS**  
**April 1-21, 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.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION** The California School Boards Association (CSBA) has long served as the provider for the District-wide Hazmat Communications Program. Federal and state health and safety regulations require employees to have access to Material Safety Data Sheets (MSDS) for each hazardous material at a site. This program eliminates the need to maintain paper copies of MSDS on-site and includes the electronic dissemination of Hazmat related information including Material Safety Data Sheets and Chemical Spill and Poison Control information services for 46 District sites. The program is very competitively priced and has not been increased for several years. Authorization is requested to continue CSBA services for the period of July 1, 2006 – June 30, 2007.  
General Fund.....Not to Exceed.....\$2,070  
01.00-0000-0-5850-0000-7530-421-401-000 (Kemp)

**LENTZ MORRISSEY ARCHITECTURE** The District has retained the services of Lentz Morrissey Architecture (LMA) to design the modernization of Portola Middle 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 LMA to provide the designs for the “village”, including interim administration and restroom buildings, coordinate approval from the City of Orange Fire Department and Division of the State Architect (DSA).  
Special Reserve/Capital Projects.....Not to Exceed.....\$38,000  
40.00-0806-0-6276-9520-8500-383-416-000 (Christensen)  
(including reimbursables)

**KENDRICKS & ASSOCIATES, INC** The District is in need of a civil engineering firm to provide survey information for the design of a new storm drain system at Jordan Elementary School. Kendricks & Associates has the expertise to provide the required services.  
Special Reserve/Capital Projects...Not to Exceed.....\$8,000  
40.00-0805-0-6210-9520-8500-248-416-000 (Christensen)  
(including reimbursables)

OUSD/Archibald/Christensen/Davis/Kemp/Sorrera  
Board Agenda  
May 4, 2006

**US AIR  
CONDITIONING  
DISTRIBUTORS**

On April 20, 2006, the Board of Education approved the renewal of the utilization of Glendale Unified's Bid P11-02/03 to procure heating, ventilation and air conditioning equipment and related components. The modernization project at Prospect Elementary School requires the procurement of heating, ventilation and air conditioning equipment and related components. It is requested that the Board approve the purchase of this equipment from US Air Conditioning Distributors per the terms of their agreement with Glendale Unified School District.

Special Reserve/Capital Projects.....Not to Exceed.....\$ 150,000  
40.00-0807-0-6274-9520-8500-259-416-000 (Christensen)

**ORANGE COUNTY  
DEPARTMENT OF  
EDUCATION**

The Orange County Department of Education will provide services for the implementation and operation of a web-based imaging system to meet the District's requirements for document archival and retrieval of student, personnel and payroll records. Services include training and technical support. The implementation cost is \$75 per hour (not to exceed 40 hours); the annual storage fee is \$9,000. Peripheral hardware and software purchases will also be necessary for the implementation of the imaging system. The imaging software and all images will be maintained on servers at the county with a comprehensive, secure backup system. Designated staff at the District will be responsible for scanning images on a local high speed scanner. The imaging system software will be used by the District internally solely for the purpose of capturing, storing, processing and accessing data records approved for archiving.

Business Services.....\$12,000  
01.00-0000-0-5850-0000-7700-401-401-000 (Sorrera/Davis)

**FISCAL IMPACT:** \$210,070

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

**TOPIC: APPROVAL OF PITNEY BOWES LEASE-PURCHASE AGREEMENT FOR REPLACEMENT MAIL CENTER DIGITAL PROCESSING EQUIPMENT**

**DESCRIPTION:** The District mail center utilizes specialized equipment to process the District mail and apply US postage. The United States Postal Service is currently requiring a transition to enhanced digital technology for authorized postage metering equipment in order to reduce potential revenue fraud and counterfeiting and to improve security (encrypted data). Existing Pitney Bowes manufactured District equipment may not be used after December 31, 2006 and must be returned to the manufacturer.

Accordingly, the District has obtained a proposal which would result in the District obtaining new, federally compliant digital *intellicode* equipment in replacement of obsolete existing equipment. Under a new 60-month lease-purchase arrangement that includes maintenance, Pitney Bowes would cancel the existing lease, take back the existing equipment and provide new fully compliant equipment at an approximate additional annual cost of \$72. The present monthly lease rate is approximately \$957 and the new rate would be \$963 per month. The new *intellicode* equipment operates similar to existing equipment, is compatible with other District equipment and is considered standard and sole source. The new technology will improve efficiencies, utilize internet and computer solutions, and is upgradeable for additional features such as digital delivery confirmation.

**FISCAL IMPACT:** \$11,556 annually for five years. Funds from existing allocated departmental budgets. This is not a request for any additional budgetary appropriation.  
01.00-0000-0-5630-0000-7550-421-401-000

**RECOMMENDATION:** It is recommended that the Board of Education authorize staff to enter into an appropriate new sixty-month lease-purchase arrangement with Piney Bowes for federally compliant postage metering equipment.

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: \$111,414  
Classified: \$ 24,371

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

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT  
CERTIFICATED PERSONNEL

	Name	Position	Administrative Unit	Schedule/ Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
	<b>LEAVE OF ABSENCE</b>									
1	Berg, Kimberly	Teacher	West Orange/Lansman			4/12/06	5/12/06	Unpaid/LOA/Medical/w Benefits		
2	Berg, Kimberly	Teacher	West Orange/Lansman			5/13/06	6/16/06	Unpaid/LOA/Personal/No Benefits		
3	Bolton, Michelle	Teacher	Psychology/Ferencz			4/10/06	6/30/06	Return from Unpaid/FMLA/w Benefits		
4	Friederich, Megan	Teacher	Cerro Villa/Rohlander			8/28/06	6/15/07	Unpaid/LOA/Personal/No Benefits		
5	Harding, Rosemary	Teacher	Orange HS/Johnson			8/28/06	6/15/07	Unpaid/LOA/Personal/No Benefits		
6	Hitchcock, Lynne	Teacher	Crescent Prim/Truex			7/19/06	6/18/07	Unpaid/LOA/Personal/No Benefits		
7	Love-Gonzalez, Debbi	Teacher	Portola/Thompson			3/30/06	6/16/06	Unpaid/LOA/Medical/w Benefits		
8	Maker, Jean	Teacher	Prospect/Bruce			8/28/06	6/15/07	Return from Unpaid/LOA/Medical/w Benefits		
9	McGuire, Carol Anne	Teacher	Imperial/Salata			7/19/06	8/1/06	Educational Leave		
10	Miller, Ryan	Teacher	Sycamore/Reynolds			7/19/06	6/18/07	Unpaid/LOA/Personal/No Benefits		
11	Moore, Timothy	Teacher	Prospect/Rohlander			8/28/06	6/16/07	Unpaid/LOA/Personal/No Benefits		
12	Ohman, Debra	Teacher	Crescent Prim/Truex			5/15/06	6/19/06	Return from Unpaid/FMLA/w Benefits		
13	Regus, Dennis	Teacher	Portola/Thompson			8/28/06	6/15/07	Unpaid/LOA/Personal/No Benefits		
14	Robinson, Cheryl	Teacher	Olive/Smith			8/28/06	6/15/07	Unpaid/LOA/Personal/No Benefits		
15	Schorr, David	Teacher	Villa Park HS/Rich			8/28/06	6/15/07	Unpaid/LOA/Personal/No Benefits		
16	Seevers, Alicia	Teacher	Orange HS/Johnson			8/28/06	6/15/07	Unpaid/LOA/Personal/No Benefits		
17	Sommerfield, Donna	Teacher	La Veta/Dahlquist			8/28/06	6/15/07	Unpaid/LOA/Personal/No Benefits		
18	Wartenberg, Christine	Teacher	Fairhaven/Stoces			5/30/06	6/19/06	Return from Unpaid/FMLA/w Benefits		
19	Watson, Jennifer	Teacher	Prospect/Bruce			8/28/06	6/15/07	Unpaid/LOA/Personal/No Benefits		

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT  
CERTIFICATED PERSONNEL

	Name	Position	Administrative Unit	Schedule/Step/Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
	<b>EXTRA PAY</b>									
1	Anderson, Vicki	Teacher	West Orange/Van Eck	misc hrly rate	32.51	3/20/06	6/9/06	After School Tutoring	10	325.10
2	Askenazi, Jason	Teacher	Special Programs/Eslick	misc hrly rate	32.51	3/1/06	6/30/06	Native American Tutoring	12	390.12
3	Baker, Ofelia	Teacher	Orange HS/Ochoa	misc hrly rate	32.51	1/31/06	6/15/06	Translating	15	487.65
4	Bea, Cynthia	Teacher	Secondary Educ/Roney	misc hrly rate	32.51	4/1/06	6/15/06	Curriculum Development	10	325.10
5	Beauvais, Suzanne	Counselor	Orange HS/Van Eck	misc hrly rate	32.51	4/10/06	4/15/06	Graduation/4 year plan	2	65.02
6	Beezley, Terrance	Teacher	Villa Park HS/Pisano	misc hrly rate	32.51	3/21/06	3/22/06	Proctor the HS Exit Exam	2	65.02
7	Begell, Heather	Teacher	Panorama/Eslick	misc hrly rate	32.51	9/10/05	6/30/06	Native American Tutoring	15	487.65
8	Bishop, Harold	Teacher	McPherson/Eslick	misc hrly rate	32.51	3/1/06	6/30/06	Native American Tutoring	30	975.30
9	Brost, Stephen	Teacher	ROP/Roney	hrly rate	28.19	4/7/06	6/13/06	Advisory Meetings	2	56.38
10	Brown, Kevin	Teacher	ROP/Roney	hrly rate	28.19	4/1/06	4/30/06	Workshop Attendance	2.5	70.48
11	Bsela, Wendylee	Teacher	West Orange/Van Eck	misc hrly rate	32.51	3/20/06	6/9/06	After School Tutoring	10	325.10
12	Chien, Faustine	Teacher	Villa Park HS/Pisano	misc hrly rate	32.51	3/21/06	3/22/06	Proctor the HS Exit Exam	2	65.02
13	Clagg, Cass	Teacher	Silverado/Van Eck	misc hrly rate	32.51	4/1/06	5/31/06	Science Fair Projects	8	260.08
14	Cook, Pam	Teacher	West Orange/Van Eck	misc hrly rate	32.51	3/20/06	6/9/06	After School Tutoring	10	325.10
15	Darnell, Charles	Teacher	Villa Park HS/Pisano	misc hrly rate	32.51	3/21/06	3/22/06	Proctor the HS Exit Exam	2	65.02
16	Davidson, Dorielle	Teacher	Canyon Rim/Van Eck	misc hrly rate	32.51	4/18/06	4/23/06	Family Night Prep	6	195.06
17	Davis, Heather	Teacher	Secondary Educ/Roney	misc hrly rate	32.51	4/1/06	6/15/06	Curriculum Development	10	325.10
18	Davis, Kathleen	Teacher	Esplanade/Van Eck	misc hrly rate	32.51	3/20/06	3/31/06	ELD Proficiency	2	65.02
19	Deloyola, Tannis	Teacher	BTSA/McNealy	payment	110.00	3/1/06	3/1/06	Service to BTSA	1	110.00
20	Draffen, Tami	Teacher	West Orange/Van Eck	misc hrly rate	32.51	3/20/06	6/9/06	After School Tutoring	10	325.10
21	Dugger, Karen	Teacher	Secondary Educ/Roney	misc hrly rate	32.51	4/1/06	6/15/06	Curriculum Development	10	325.10
22	Eagan, Jeanine	Teacher	California/Van Eck	misc hrly rate	32.51	3/16/06	3/20/06	Grade Level Planning	2.5	81.28
23	Ellis, Jill	Teacher	Secondary Educ/Roney	misc hrly rate	32.51	4/1/06	6/15/06	Curriculum Development	10	325.10
24	Erickson, Kathy	Teacher	Canyon Rim/Van Eck	misc hrly rate	32.51	4/18/06	4/23/06	Family Night Prep	6	195.06
25	Espinoza, Melanie	Teacher	Villa Park HS/Pisano	misc hrly rate	32.51	3/21/06	3/22/06	Proctor the HS Exit Exam	2	65.02
26	Farantos, Penny	Counselor	Orange HS/Van Eck	misc hrly rate	32.51	4/10/06	4/15/06	Graduation/4 year plan	2	65.02
27	Flowers, Kimberly	Teacher	California/Van Eck	misc hrly rate	32.51	3/16/06	3/20/06	Grade Level Planning	2.5	81.28
28	Folcke, Alison	Teacher	Silverado/Van Eck	payment	110.00	6/1/06	6/2/06	Math Training Days	2	220.00
29	Ford, Cathie	Teacher	ROP/Roney	hrly rate	28.19	4/1/06	4/30/06	Workshop Attendance	2.5	70.48
30	Francoeur, Jacquelin	Teacher	Ed Tech/Davis	misc hrly rate	32.51	3/1/06	6/30/06	Blackboard/Laptop Training	16	520.16
31	Garcia, Lorena	Counselor	Orange HS/Van Eck	misc hrly rate	32.51	4/10/06	4/15/06	Graduation/4 year plan	2	65.02

Staff Responsibility:

Ed Kisse, 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	Garrahy, Steve	Teacher	Secondary Educ/Roney	misc hrly rate	32.51	4/1/06	6/15/06	Curriculum Development	10	325.10
33	Gillies, Michele	Teacher	Imperial/Van Eck	payment	110.00	3/21/06	3/29/06	Off Track Training	5	550.00
34	Goasa, Michele	Teacher	BTSA/McNealy	payment	66.00	3/22/06	3/22/06	Service to BTSA/Induction	1	66.00
35	Granger-Hein, Tamm	Teacher	Villa Park/Van Eck	payment	110.00	9/7/05	6/15/06	Conducting at Risk Meetings	10	1,100.00
36	Graupensperger, Bob	Lib Media	BTSA/McNealy	stipend	3,000.00	7/1/05	6/30/06	Service to BTSA/Induction	1	3,000.00
37	Gwaltney, Christine	Teacher	Imperial/Van Eck	payment	110.00	3/21/06	3/29/06	Off Track Training	5	550.00
38	Haas, Andrew	Teacher	Villa Park HS/Pisano	misc hrly rate	32.51	3/21/06	3/22/06	Proctor the HS Exit Exam	1	32.51
39	Hagelbarger, Theresa	Teacher	ROP/Roney	hrly rate	28.19	4/7/06	6/13/06	Advisory Meetings	2	56.38
40	Haitbrink, Barbara	Teacher	Canyon Rim/Van Eck	misc hrly rate	32.51	4/18/06	4/23/06	Family Night Prep	6	195.06
41	Halvarson, Pat	Counselor	Orange HS/Van Eck	misc hrly rate	32.51	4/10/06	4/15/06	Graduation/4 year plan	2	65.02
42	Hansbury, Edward	Teacher	ROP/Roney	hrly rate	28.19	4/1/06	4/30/06	Workshop Attendance	2.5	70.48
43	Hersey, Lawrence	Teacher	Villa Park HS/Pisano	misc hrly rate	32.51	3/21/06	3/22/06	Proctor the HS Exit Exam	2	65.02
44	Hunt, Jennifer	Teacher	Villa Park HS/Pisano	misc hrly rate	32.51	3/21/06	3/22/06	Proctor the HS Exit Exam	2	65.02
45	Hurst, Darin	Teacher	Villa Park HS/Pisano	misc hrly rate	32.51	3/21/06	3/22/06	Proctor the HS Exit Exam	2	65.02
46	Irwin, Heather	Teacher	Parkside/Rohlander	misc hrly rate	32.51	3/27/06	3/31/06	Assessments & IEP'S	3	97.53
47	James, Tonya	Teacher	Chapman Hills/Rohlander	misc hrly rate	32.51	4/10/06	6/30/06	Home Teaching	50	1,625.50
48	Johnson, Betty	Teacher	Esplanade/Rohlander	daily rate	315.08	3/20/06	3/31/06	Assessments & IEP'S	10	3,150.80
49	Johnson, Wendy	Teacher	Canyon Rim/Van Eck	misc hrly rate	32.51	4/18/06	4/23/06	Family Night Prep	6	195.06
50	Jollineau, Deborah	Teacher	Panorama/Ochoa	misc hrly rate	32.51	9/10/05	6/30/06	EIP LEP Tutoring	30	975.30
51	Judd, Cindi	Teacher	Orange HS/Rohlander	misc hrly rate	32.51	4/1/06	6/30/06	Home Teacher	12	390.12
52	Karich, Katie	Teacher	Secondary Educ/Roney	misc hrly rate	32.51	4/1/06	6/15/06	Curriculum Development	10	325.10
53	Kelly, Harriet	Teacher	BTSA/McNealy	payment	1,125.00	7/1/05	6/30/06	Service to BTSA/Induction	1	1,125.00
54	Kerckhoff, Stephanie	Teacher	Jordan/Van Eck	misc hrly rate	32.51	4/24/06	6/12/06	Pre K Assessments	10	325.10
55	Koplien, Darlene	Teacher	Secondary Educ/Roney	misc hrly rate	32.51	4/1/06	6/15/06	Curriculum Development	10	325.10
56	Kosicki, Andrew	Teacher	ROP/Roney	hrly rate	28.19	4/1/06	4/30/06	Workshop Attendance	2.5	70.48
57	Lawrence, David	Teacher	Villa Park HS/Pisano	misc hrly rate	32.51	3/21/06	3/22/06	Proctor the HS Exit Exam	2	65.02
58	Lear, Charlene	Teacher	California/Van Eck	misc hrly rate	32.51	3/16/06	3/20/06	Grade Level Planning	2.5	81.28
59	Lloyd, Katherine	Teacher	West Orange/Van Eck	misc hrly rate	32.51	3/20/06	6/9/06	After School Tutoring	10	325.10
60	Loetz-Stoces, Elena	Principal	Fairhaven/Ochos	misc hrly rate	36.73	3/20/06	3/24/06	Intersession	20	734.60
61	Lyles, Diane	Teacher	California/Van Eck	misc hrly rate	32.51	3/7/06	3/17/06	Reading Support	48	1,560.48
62	Maloof-Owen, Jeanet	Teacher	Silverado/Evans	misc hrly rate	32.51	4/1/06	5/30/06	Parent/Student Orientation	10	325.10
63	Mathewson, Sharon	Teacher	BTSA/McNealy	payment	300.00	3/1/06	6/30/06	Service to BTSA/Induction	1	300.00
64	Maxwell, David	Teacher	West Orange/Van Eck	misc hrly rate	32.51	3/20/06	6/9/06	After School Tutoring	10	325.10
65	Meyer, Tad	Teacher	Secondary Educ/Roney	misc hrly rate	32.51	4/1/06	6/15/06	Curriculum Development	10	325.10

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	Miles, Brandon	Teacher	Secondary Educ/Roney	misc hrly rate	32.51	4/1/06	6/15/06	Curriculum Development	10	325.10
67	Moore, Karen	Teacher	Villa Park HS/Pisano	misc hrly rate	32.51	3/21/06	3/22/06	Proctor the HS Exit Exam	2	65.02
68	Mosley, Jennifer	Teacher	Secondary Educ/Roney	misc hrly rate	32.51	4/1/06	6/15/06	Curriculum Development	10	325.10
69	Mull, Brian	Teacher	Secondary Educ/Roney	misc hrly rate	32.51	4/1/06	6/15/06	Curriculum Development	10	325.10
70	Nakano, Sandra	Counselor	Orange HS/Van Eck	misc hrly rate	32.51	4/10/06	4/15/06	Graduation/4 year plan	2	65.02
71	Nii, Theresa	Teacher	ROP/Roney	hrly rate	28.19	4/1/06	4/30/06	Workshop Attendance	2.5	70.48
72	O'Hare, Kindra	Teacher	West Orange/Van Eck	misc hrly rate	32.51	3/20/06	6/9/06	After School Tutoring	10	325.10
73	Olquin, Greg	Teacher	Secondary Educ/Roney	misc hrly rate	32.51	4/1/06	6/15/06	Curriculum Development	10	325.10
74	Perry, Jaime	Teacher	Fletcher/Varela	misc hrly rate	32.51	4/10/06	5/23/06	STAR Testing Prep	3	97.53
75	Quiros, Pam	Lib Media	BTSA/McNealy	payment	3,000.00	7/1/05	6/30/06	Service to BTSA/Induction	1	3,000.00
76	Rathbun, Misty	Teacher	California/Van Eck	misc hrly rate	32.51	3/16/06	3/20/06	Grade Level Planning	2.5	81.28
77	Reed, Caroline	Teacher	ROP/Roney	hrly rate	28.19	4/1/06	4/30/06	Workshop Attendance	2.5	70.48
78	Rooten, Donna	Teacher	Secondary Educ/Roney	misc hrly rate	32.51	4/1/06	6/15/06	Curriculum Development	10	325.10
79	Rosselli, Erin	Teacher	Panorama/Eslick	misc hrly rate	32.51	9/10/05	6/30/06	Native American Tutoring	15	487.65
80	Sheppard, Lori	Teacher	Fletcher/Varela	misc hrly rate	32.51	4/10/06	5/23/06	STAR Testing Prep	3	97.53
81	Sherman, Joshua	Teacher	Villa Park HS/Pisano	misc hrly rate	32.51	3/21/06	3/22/06	Proctor the HS Exit Exam	2	65.02
82	Snow, Nicole	Teacher	BTSA/McNealy	payment	66.00	3/22/06	3/22/06	Service to BTSA/Induction	1	66.00
83	Thurman, Deborah	Teacher	La Veta/Van Eck	misc hrly rate	32.51	4/11/06	6/15/06	Curriculum Development	20	650.20
84	Toohey, Michael	Teacher	Secondary Educ/Roney	misc hrly rate	32.51	4/1/06	6/15/06	Curriculum Development	10	325.10
85	Uriostegui, Arturo	Teacher	Orange HS/Ochoa	misc hrly rate	32.51	1/31/06	6/15/06	Translating	15	487.65
86	Urquhart, Laura	Teacher	West Orange/Van Eck	misc hrly rate	32.51	3/20/06	6/9/06	After School Tutoring	10	325.10
87	Valles, Valeria	Nurse	Health Services/Gee	daily rate	289.25	4/10/06	6/16/06	Assistance & Medi-cal billing	29	8,388.25
88	Vaught-Martinez, Kat	Teacher	ROP/Roney	hrly rate	28.19	4/7/06	6/13/06	Advisory Meetings	2	56.38
89	Webb, Gayland	Teacher	ROP/Roney	hrly rate	28.19	4/1/06	4/30/06	Workshop Attendance	2.5	70.48
90	Weinkauf, Charlie	Teacher	Secondary Educ/Roney	misc hrly rate	32.51	4/1/06	6/15/06	Curriculum Development	10	325.10
91	Will, Leonora	Teacher	Secondary Educ/Roney	misc hrly rate	32.51	4/1/06	6/15/06	Curriculum Development	10	325.10
92	Wilson, Lisa	Teacher	Secondary Educ/Roney	misc hrly rate	32.51	4/1/06	6/15/06	Curriculum Development	10	325.10
93	Wolff, Cindy	Counselor	Orange HS/Van Eck	misc hrly rate	32.51	4/10/06	4/15/06	Graduation/4 year plan	2	65.02
94	Wong, Julie	Teacher	West Orange/Van Eck	misc hrly rate	32.51	3/20/06	6/9/06	After School Tutoring	10	325.10
95	Young, Celeste	Teacher	West Orange/Van Eck	misc hrly rate	32.51	3/20/06	6/9/06	After School Tutoring	10	325.10
96	Zakaryan, Linda	Teacher	Villa Park HS/Pisano	misc hrly rate	32.51	3/21/06	3/22/06	Proctor the HS Exit Exam	2	65.02

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT  
CERTIFICATED PERSONNEL

	Name	Position	Administrative Unit	Schedule/Step/Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
	<b>SHORT TERM CONTRACTS</b>									
	Allen, Cynthia	Teacher	Reading First/Koester	daily rate	250.00	7/1/06	6/30/07	Reading First Coach	110	27,500.00
	Crum, Judith	Teacher	Sp Programs/Van Eck	daily rate	250.00	4/1/06	6/30/06	Blackboard Trainer	2	500.00
	Crum, Judith	Teacher	Ed Tech/Davis	daily rate	250.00	3/1/06	6/30/06	Blackboard Trainer	4	1,000.00
	Herrera, Lydia	Teacher	Reading First/Koester	daily rate	250.00	7/1/06	6/30/07	Reading First Coach	110	27,500.00
	<b>EXTRA PAY - COACHING STIPENDS</b>									
	Luhrs, Mary	Teacher	Canyon HS/Duncan	Stipend	200.00	2/1/06	5/31/06	Varsity Boys Volleyball	1	200.00
	Reeder, Zachary	Teacher	Canyon HS/Duncan	Stipend	1,500.00	2/1/06	5/31/06	Var. Boys Baseball/Booster Pd	1	1,500.00
	Duarte, Tom	Teacher	Canyon HS/Duncan	Stipend	1,500.00	2/1/06	5/31/06	Var. Boys Baseball/Booster Pd	1	1,500.00
	Cheuvront, Tom	Teacher	Villa Park HS/Rich	Stipend	2,125.00	2/1/06	5/31/06	F/S Girls Track/Field	1	2,125.00
	Ryan, Robert	Teacher	Villa Park HS/Rich	Stipend	2,239.00	2/1/06	5/31/06	JV Girls Track/Field	1	2,239.00
	Sitner, Phil	Teacher	Villa Park HS/Rich	Stipend	1,000.00	2/1/06	5/31/06	F/S Boys Track/Field	1	1,000.00
	Fronk, Jeff	Teacher	Villa Park HS/Rich	Stipend	1,000.00	2/1/06	5/31/06	F/S Girls Track/Field	1	1,000.00
	Vaughan, Jennifer	Teacher	Villa Park HS/Rich	Stipend	1,000.00	2/1/06	5/31/06	F/S Boys Track/Field-Booster F	1	1,000.00

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT  
CERTIFICATED PERSONNEL

	Name	Position	Administrative Unit	Schedule/ Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
	<b>SEPARATIONS</b>									
1	Apple, Linda	Teacher	Crescent Inter/Paik				6/19/06	Separation		
2	Bellot, Marlita	Teacher	Crescent Prim/Truex				6/19/06	Retirement		
3	Bockhacker, Laura	Teacher	Canyon HS/Duncan				6/16/06	Resignation		
4	Bohnert, Connie	Teacher	Villa Park HS/Rich				6/16/06	Resignation		
5	Cory, Thomas L.	Teacher	Orange HS/Rohlander				6/16/06	Retirement		
6	Diamond, Laura	Teacher	Crescent Inter/Rohlander				6/19/06	Resignation		
7	Enns, Gregory	Teacher	Portola/Thompson				6/16/06	Resignation		
8	Fink, Whitney	Teacher	Sycamore/Reynolds				5/12/06	Resignation		
9	Glosecki, Patricia	Teacher	Canyon HS/Duncan				6/16/06	Resignation		
10	Kaiser, Bonnie	Teacher	Jordan/Rohlander				6/16/06	Retirement		
11	Keller, Diane	Teacher	El Modena HS/Bailey				6/16/06	Retirement		
12	Melican, Patricia	Teacher	Handy/Schaffer				6/19/06	Retirement		
13	Porter, Frederick	Teacher	Riverdale/McFadden				6/16/06	Retirement		
14	Pyle, Joseph	Teacher	ROP/Roney				8/1/05	Separation		
15	Reimer, Susan	Teacher	Elem Music/Stoterau				6/16/06	Retirement		
16	Rowntree, Lynda	Teacher	Orange HS/Johnson				6/16/06	Resignation		

Staff Responsibility:

- Ed Kisse, Assistant Superintendent-Human Resource

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT  
CLASSIFIED PERSONNEL

Name	Position	Administrative Unit	Range/Step	Rate	Eff. From	Eff. To	Comments
<b>EMPLOYMENT</b>							
<b>Hourly</b>							
Beck, Caroline	Farmhand/ Orange HS	Orange HS/ Johnson	4/1 (53)	\$ 7.25	4/13/2006		Assist with farm animals
Chhay, Sarah	Inst. Asst.-SDC/ Canyon Hills TMR	Special Education/ Rohlander	28/1 (53)	\$ 13.10	4/17/2006		Replacement for J. Brown
Johnson, Amber	Inst. Asst.-SDC/ El Modena HS	Special Education/ Rohlander	26/1 (53)	\$ 12.45	4/17/2006		Replacement for D. Plowman
Johnson, Teena	Inst. Asst.-SDC/ Canyon Hills TMR	Special Education/ Rohlander	28/1 (53)	\$ 13.10	4/17/2006		Replacement for B. Burns
Oluomi, Hasineh	Inst. Asst.-SDC/ Canyon Hills TMR	Special Education/ Rohlander	28/2 (53)	\$ 13.75	4/21/2006		Replacement for H. Oluomi
Parekh, Anita	Inst. Asst./ California ES	California ES/ Fisher	24/1 (53)	\$ 11.85	4/10/2006		Replacement for C. Sarno
Perez, Marisol	CDC Aide/ Child Development Center	Child Development Center/ Stephens	22/1 (53)	\$ 11.32	4/25/2006		Replacment for C. Adams
Rudisaile, Lisa	Inst. Asst.-SDC/ Canyon Hills TMR	Special Education/ Rohlander	28/1 (53)	\$ 13.10	4/12/2006		Replacement for B. Lentz
Tremaine, Nicole	Sr Food Service Assistant/ Prospect ES	Nutrition Services/ Pollock	23/1 (53)	\$ 11.57	4/24/2006		Replacement for I. Moran
<b>Monthly</b>							
Poole, Tracy	Secretary HSAP/ Orange HS	Orange HS/ Johnson	33/1 (50)	\$ 2,456.00	4/17/2006		Replacement for C. Trujillo
<b>SHORT TERM EMPLOYMENT</b>							
Bender, Emily	Choreographer/ Villa Park HS	Villa Park HS/ Rich	Per Month	\$ 900.00	4/1/2006	6/30/2006	Not to Exceed \$1,800.00

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT  
CLASSIFIED PERSONNEL

Name	Position	Administrative Unit	Schedule/ Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
	<b>EXTRA PAY PROJECT-COACHING STIPENDS</b>								
Martinez, Mallory	Walk-On Coach	Canyon HS/Duncan	Stipend	1,963.00	2/1/06	5/31/06	F/S Boys Volleyball	1	1,963.00
Driscoll, Sean	Walk-On Coach	Canyon HS/Duncan	Stipend	1,200.00	2/1/06	5/31/06	JV Boys Baseball	1	1,200.00
Tisthammer, Jack	Walk-On Coach	Canyon HS/Duncan	Stipend	1,200.00	2/1/06	5/31/06	JV Boys Baseball	1	1,200.00
Tisthammer, Rob	Walk-On Coach	Canyon HS/Duncan	Stipend	1,200.00	2/1/06	5/31/06	F/S Boys Baseball	1	1,200.00
Fallon, Bill	Walk-On Coach	Orange HS/Johnson	Stipend	1,963.00	2/1/06	5/31/06	VA Boys Volleyball	1	1,963.00
Brooks, Joshua	Walk-On Coach	Villa Park HS/Rich	Stipend	2,500.00	3/1/06	5/31/06	V. Boys Soccer/Booster Pd	1	2,500.00
Brooks, Joshua	Walk-On Coach	Villa Park HS/Rich	Stipend	2,125.00	3/1/06	5/31/06	V. Girls Soccer/Booster Pd	1	2,125.00
Malaythong, Bob	Walk-On Coach	Villa Park HS/Rich	Stipend	2,000.00	2/1/06	5/31/06	V. B&G Badminton/Bster Pd	1	2,000.00
Mangkalakiri, Mesinee	Walk-On Coach	Villa Park HS/Rich	Stipend	1,000.00	2/1/06	5/31/06	JV B&G Badminton/Bster Pd	1	1,000.00
Rai, Raju	Walk-On Coach	Villa Park HS/Rich	Stipend	1,000.00	2/1/06	5/31/06	JV B&G Badminton/Bster Pd	1	1,000.00
Knight, Michael	Walk-On Coach	Villa Park HS/Rich	Stipend	2,000.00	2/1/06	5/31/06	F/S Boys Baseball/Bster Pd	1	2,000.00

Staff Responsibility: Ed Kissee  
Assistant Superintendent, Human Resources

**BOARD AGENDA - MAY 4, 2006 • 55**

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

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT  
CERTIFICATED PERSONNEL

School	Student Teacher	Assignment	Begin Date	End Date	Master Teacher	University	Units
<b>STUDENT TEACHER PLACEMENTS</b>							
Canyon Rim	Franklin, Paula	3rd Gr.	7/24/06	10/20/06	Su Brooks	Chapman	5.0
Canyon Rim	Pulido, Alicia	6th Gr.	5/15/06	8/18/06	Emma Granados	CSULB	5.0
Canyon Rim	Truong, Nancie	3rd Gr.	5/15/06	8/18/06	Kathy Kim	CSULB	5.0
Canyon Rim	Wicker, Vanay	6th Gr.	5/15/06	8/18/06	Steve Sokoloff	CSULB	5.0
Crescent Inter.	Nye, Dennis	6th Gr.	5/15/06	8/18/06	Michelle Venckus	CSULB	5.0
Lampson	Jophryn-Hill, Sherrine	5th Gr.	5/15/06	8/18/06	Judy Guenon	CSULB	5.0
Lampson	DeFrank, Devon	3rd.Gr.	5/15/06	6/16/06	Sarah Roth	CSULB	5.0
Sycamore	Kaufman, Gregory	4th Gr.	5/15/06	8/18/06	Candice Hutchinson	CSULB	5.0
Sycamore	Nguyen, Tram	5th Gr.	5/15/06	8/18/06	Robin Ray	CSULB	5.0
Cambridge	Ajigbotafe, Olutola	1st Gr.	4/24/06	6/16/06	Amy Lukenbill	Pepperdine	5.0
Cambridge	Majoy, Leanna	4th Gr.	4/24/06	6/16/06	Darci Elmes	Pepperdine	5.0
Cambridge	Nguyen, Queenvi	5th Gr.	4/24/06	6/16/06	Rick Torres	Pepperdine	5.0
Cambridge	Cho, Sarah	1st Gr.	4/24/06	6/16/06	Jane Medina	Pepperdine	5.0



TOPIC:	<b>TEACHER ASSIGNMENT/CONSENT - VARIABLE OR SHORT-TERM WAIVER</b>
DESCRIPTION:	<p>The California Education Code authorizes, under the provision of Section 44830(a), Variable Term Waivers that have to do with educator preparation and credentialing, and with the ability of employers to employ or assign persons who are not appropriately credentialed for their assignment. Requests for Variable Term Waivers may be submitted by employing agencies to solve a temporary certification or assignment problem, when the employing agency finds there are an insufficient number of certificated persons who meet the specified employment criteria for a position.</p> <p>The California Education Code authorizes, under the provision of Section 80122 employing agencies to grant a short-term waiver provided it is issued one time only for any one credentialed teacher and one time only for a given classroom. They are valid for no more than one semester.</p> <p>The teacher(s) whose name(s) is/are listed on the attached has/have met the requirements, has/have consented to the assignment, and has/have been judged by the site administrator to be competent in the subject matter. Likewise, all other means of credentialing and reassignment have been explored. The passage of this waiver will allow us to remain compliant with SB 435, which requires that all teachers be appropriately assigned.</p>
FISCAL IMPACT:	This item has no fiscal impact.
RECOMMENDATION:	It is recommended that the Board of Education approve the variable term waiver as presented.

**VARIABLE/SHORT TERM WAIVERS**

Board Agenda  
May 4, 2006

<b><u>NAME</u></b>	<b><u>SITE</u></b>	<b><u>POSITION</u></b>	<b><u>WAIVER</u></b>
Malamatenios, Bethany	Serrano Elem.	Speech Therapist	E.C. 44268 Preparation Program: Clinical Rehabilitative Services (Waiver to complete program)

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.

**Gross, Lisa/St. Paul's Lutheran**  
**North Lake Tahoe, NV**  
*California League of Middle Schools*  
April 30 - May 1, 2006  
Conference expenses: \$299

**Hanson, Karen/Health Services**  
**New York City, NY**  
*38<sup>th</sup> National Association of School Nurses Conference*  
June 30 - July 3, 2006  
Conference expenses: \$2,035

**Godsey, Brenna/Canyon HS**  
**Lucaya Beach, Grand Bahamas**  
*International Baccalaureate North American  
Organization Regional Conference*  
July 12 -16, 2006  
Conference expenses: \$2,742

FISCAL IMPACT: \$5,076 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: 5/4/06**  
**Out-of-State Travel**

**ORANGE UNIFIED SCHOOL DISTRICT**  
**CONFERENCE REQUESTS**

CONFERENCE	LOCATION	DATE	PERSONNEL	NOT TO EXCEED/ # OF SUB DAYS	BUDGET NUMBER/ SUB BUDGET
California League of Middle Schools	North Lake Tahoe, NV	4/30-5/1/06	Gross, Lisa/ St. Paul's Lutheran	299.00	01.00-4110-6-5220-1323-2420-609-604
38th National Association of School Nurses Conference	New York City, NY	6/30-7/3/06	Hanson, Karen/ Health Services	2,035.00	01.00-5640-0-5220-0000-3140-206-207
International Baccalaureate North America Organization Regional Conference	Lucaya Beach, Grand Bahamas	7/12-7/16/06	Godsey, Brenna/ Canyon HS	2,742.00	01.00-7286-0-5220-1132-1000-690-202

Approved as Submitted \_\_\_\_\_

Thomas A. Godley, Ed.D.  
Superintendent

TOPIC:	<b>CONTRACT SERVICES REPORT – EDUCATIONAL SERVICES</b>
DESCRIPTION:	The following is a report of contract service items for Educational Services.
<b>BLACKBOARD, INC.</b>	<p>The Blackboard Portal System extends the Blackboard Learning System to include functionality for a customizable portal environment, community and communication tools, and single sign-on access.</p> <p>Educational Technology . . . . . not to exceed. . . . . \$29,416 01.00-7394-0-5843-0000-7700-430-401-000 (Davis)</p>
<b>LIGHTSPEED SYSTEMS</b>	<p>The Total Traffic Control software upgrade will strengthen the District's current Internet security and spam blocking system as well provide bandwidth management for improved network traffic monitoring.</p> <p>Information Services. . . . . not to exceed. . . . . \$25,740 01.00-0000-0-5843-0000-7700-401-401-000 (Davis)</p>
<b>SPECIAL EDUCATION STUDENT I.D. #1126170</b>	<p>As the result of a an IEP for a special education student, the school District has agreed to reimburse the parents for transportation costs during the 2006/07 school year. This student attends a visually impaired program outside of the District. Reimbursement will be based on mileage forms submitted to the District.</p> <p>Special Education . . . . . not-to-exceed . . . . . \$12,000 01-00-6500-0-5835-5001-2110-207-207-000 (Gee)</p>
<b>LAW OFFICE OF DAVID BURKENROAD</b>	<p>As the result of a settlement agreement in OAH Case No. S-0464-05/06, the District has agreed to pay reasonable and compensable attorney fees. Payment shall be made based on itemized billing statements submitted to the District.</p> <p>Special Education . . . . . not-to-exceed . . . . . \$400 01-00-6500-0-5835-5001-2110-207-207-000 (Gee)</p>

**BILINGUAL THERAPIES INC.** Due to the lack of qualified candidates who are able to provide Speech and Language Therapy to students who are English Learners (EL students), there is a need for the District to seek additional avenues to provide such services. There is a particular need for Speech and Language Therapists who are bilingual in English and Spanish. The District has the ability to secure the services of a qualified bilingual (English/Spanish) Speech and Language Therapist for the 2006-07 school year who is under contract to Bilingual Therapies, Inc., an Illinois Corporation, for 2006 through 2008. Bilingual Therapies, Inc. is requiring a payment in the amount of \$10,000 to release this individual from contract.

Special Education. . . . . not-to-exceed . . . . . \$10,000  
01-00-6500-0-5850-5770-1190-207-207-000 (Gee)

**FISCAL IMPACT:** \$77,556

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

**TOPIC: STUDY TRIPS**

**DESCRIPTION:** Canyon High School – Solar Boat Club – Lake Skinner, Temecula, CA – May 19, 20, 21, 2006

The Canyon High School Solar Boat Club, under the direction of their advisor Kerry Langdale, will travel to Lake Skinner in Temecula to compete in the Solar Cup Race. The students will be experiencing real-life engineering by building a product and competing in friendly engineering events. The nine (9) male and four (4) female students will be accompanied by two (2) male and one (1) female adult chaperone. The students will be transported by parents and all parents driving a student other than their own will have an OUSD approved driver certificate form on file with the district office prior to this trip. The students and chaperones will stay at the campground at Lake Skinner and there is no cost for this trip. The students will miss one school day and a substitute will be required with the expense of the substitute being reimbursed by the Solar Boat Club

Palmyra Elementary School's 5<sup>th</sup> Grade GATE Class – Dana Point Marina/Pilgrim Tall Ship, May 8 - 9, 2006

Palmyra's 5<sup>th</sup> grade GATE class, under the direction of Mrs. Jennifer Mai, will travel to Dana Point Marina via District bus on May 8, 2006. Students will stay overnight aboard the Pilgrim tall ship at the Ocean Institute and participate in "Carry on Mr. Bowditch." Accompanying the students will be two (2) male and four (4) female chaperones. The program will reinforce the social science and reading curriculum and complement the California State Social Studies Framework. Total cost per student is \$125 and scholarships are available.

**FISCAL IMPACT:** This item has no fiscal impact to the District.

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

TOPIC:	<b>COMMUNITY BASED ENGLISH TUTORING PROGRAM (CBET), EDUCATION CODE SECTIONS 315 &amp; 316: INTENT TO RE-APPLY</b>
DESCRIPTION:	<p>The Community-Based English Tutoring Program (enacted by California voters in Proposition 227 and described in Education Codes 315 and 316) apportions and allocates \$50 million to local education agencies for free or subsidized adult English language instruction for parents and community members who pledge to provide English language tutoring to children from limited-English-proficient backgrounds. The intent of the program is to raise the level of knowledge about the English language in the community. The CBET program has been successful since the 1999-2000 school year. Last year, over 500 parents of Orange Unified students participated in the program.</p> <p>Staff is requesting to participate in the Community-Based English Tutoring Program for the 2006-07 fiscal year. The funds may be used only for direct program services, community notification processes, transportation services, and background checks related to the tutoring program.</p>
FISCAL IMPACT:	\$227,000 approximate allocation. No fiscal impact to the general fund.
RECOMMENDATION:	It is recommended that the Board of Education approve the submission of the Intent to Participate in the Community-Based English Tutoring Program.



TOPIC:	<b>FIELD TRIP TO THE LOS ANGELES MUSEUM OF NATURAL HISTORY JUNE 2, 2006 BY FAIRHAVEN ELEMENTARY SCHOOL COMMUNITY BASED ENGLISH TUTORING (CBET) PARTICIPANTS AND THEIR CHILDREN</b>
DESCRIPTION:	CBET provides free ESL classes to the parents of Orange Unified students at Fairhaven Elementary School. One of the goals of the CBET program is to provide educational opportunities that the family can experience together. Field trips accomplish this goal. An excursion to cultural venues and participation in these activities enrich children's backgrounds and enhances their English language learning. The School Readiness program has partnered with CBET to provide educational experiences for OUSD students. Approximately 25 parents and 30 children are expected to attend this fieldtrip.
FISCAL IMPACT:	There is no cost for admission to the museum or the Discovery Center located in the museum. Transportation costs are approximately \$500 and School Readiness/CBET funds have been budgeted for this purpose.
RECOMMENDATION:	It is recommended that the Board of Education approve the CBET/School Readiness sponsored field trip to the Los Angeles Museum of Natural History

**TOPIC: READING FIRST PROGRAM REFERRAL REDUCTION GRANT AWARD – EDUCATIONAL SERVICES**

**DESCRIPTION:** Orange Unified School District has received a grant subsidiary to the Reading First Grant. The Reading First Referral Reduction Award in the amount of \$223,400 is to focus on students within the Reading First Grant who are determined to be “Intensive and Strategic.” “Intensive and Strategic” refers to students who fall below standards according to results from SCOE tests and the OARS database. Both are Reading First approved methods of implementing a successful reading program. The funds will be used for, but not exclusively, to provide classroom materials and place credentialed support staff in a classroom during the regular school day.

In the classroom, the substitute will work with either the smaller group of “Intensive and Strategic” students or the larger group of non-“Intensive Strategic” students. Which group the support staff personnel works with is decided upon by each individual school site. Having the additional staff member in the classroom will reduce the number of students who transition from Intensive and Strategic to SST Referrals. These funds will continue to be used in consecutive fiscal years until they have been depleted.

Participating elementary schools are: California, Cambridge, Esplanade, Fairhaven, Handy, Sycamore and West Orange. Reading First funds enable our District to better implement our comprehensive reading plan. It will allow every child to be a successful reader.

**FISCAL IMPACT:** \$223,400 of funds from the Reading First Grant. No impact to general funds.

**RECOMMENDATION:** It is recommended that the Board of Education accept the Reading First Referral Reduction Grant Award.

TOPIC:	<b>SPECIAL EDUCATION NON-PUBLIC SCHOOLS &amp; DESIGNATED INSTRUCTIONAL SERVICES- <u>2005-2006</u></b>
DESCRIPTION:	Pursuant to the requirements of California Education Code Section 56365(a) – Non-Public Schools/Agencies (NPS) and Designated Instruction and Services (DIS) – (i.e. speech/language, physical/occupational therapy, orientation mobility training, adaptive physical education) – the Board of Education is authorized to place individuals with exceptional needs in non-public schools/agencies when those pupils cannot be appropriately served within the programs available in the school district.
FISCAL IMPACT:	Special Education Funds: \$13,454.00 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: May 4, 2006

<b><u>ID #</u></b>	<b><u>NON-PUBLIC SCHOOL</u></b>	<b><u>\$COST</u></b>	<b><u>PERIOD COVERED</u></b>
305012	Blind Children's Learning Center Santa Ana, California	540.00 Addendum	04/13/06-06/30/06
322870	Early Childhood Education Orange, California	8,280.00	03/13/06-06/30/06
330778	Speech & Language Dev. Center Buena Park, California	445.50 Addendum	03/28/06-06/30/06
302666	Yellowstone Boys & Girls Ranch Billings, Montana	163.06 Addendum	07/01/05-06/30/06
<b><u>ID #</u></b>	<b><u>DESIGNATED INSTRUCTION</u></b>	<b><u>\$COST</u></b>	<b><u>PERIOD COVERED</u></b>
324405	Gallagher Pediatric Therapy Fullerton, California	480.00	03/29/06-06/30/06
338136	Gallagher Pediatric Therapy	1,600.00 Addendum	11/17/05-06/30/06
324320	Russo, Fleck & Associates Orange, California	900.00 Addendum	12/01/05-06/30/06
283938	So. Calif. College of Optometry Fullerton, California	1,045.00	03/03/06-06/30/06

TOPIC:	<b>EXPULSION OF STUDENT: CASE NO. 05-06-39</b>
DESCRIPTION:	Violation of California Education Code 48900 (a) (2), (b) and (k); and 48915 (a) (1) and (2);
FISCAL IMPACT:	The District will 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).</p> <p>A hearing panel of administrators met on Monday, April 10, 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 will turn 18 years of age in July, 2006.</p>

**TOPIC:** **EXPULSION OF STUDENT: CASE NO. 05-06-40**

**DESCRIPTION:** Violation of California Education Code 48900 (a) (1) and (k);

**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 Monday, April 17, 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. It was further recommended that the student 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.

TOPIC:	<b>EXPULSION OF STUDENT: CASE NO. 05-06-41</b>
DESCRIPTION:	Violation of California Education Code 48900 (g) (l) and (k).
FISCAL IMPACT:	The District will not 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, however, the expulsion be suspended (June 16, 2006).</p> <p>A hearing panel of administrators met on Monday, April 17, 2006, and determined that a recommendation for expulsion be presented to the Board of Education. The student will be permitted to attend another high school and maintain a 2.50 GPA. It was further recommended that the student complete 20 hours of community service validated in writing. Student is not to have any further violations of school rules, penal codes or education codes. Student and parent/guardian are to meet with the Office of Child Welfare &amp; Attendance at the end of the expulsion period to determine placement for the 2006-07 school year.</p>

TOPIC:	<b>EXPULSION OF STUDENT: CASE NO. 05-06-42</b>
DESCRIPTION:	Violation of California Education Code 48900 (c), (k) and 48915 (a) (3).
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 two semesters, however, the 2 <sup>nd</sup> semester be suspended (January 31, 2007).

A hearing panel of administrators met on Monday, April 17, 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. It was further recommended that the student 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 the student complete a drug program (at no cost to the District) prior to returning to 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.



TOPIC:	<b>EXPULSION OF STUDENT: CASE NO. 05-06-43</b>
DESCRIPTION:	Violation of California Education Code 48900 (a) (1), (b) and (k); and 48915 (a) (2) and (c) (2);
FISCAL IMPACT:	The District will not have a loss of ADA for two semesters.
RECOMMENDATION:	<p>It is recommended that the Board of Education uphold the recommendation that the student be expelled from the schools of the District for two semesters, however, the expulsion be suspended (January 31, 2007).</p> <p>A hearing panel of administrators met on Monday, April 10, 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. It was further recommended that the student complete 10 hours of community service validated in writing. Student is not to have any further violations of school rules, penal codes or education codes. Student and parent/guardian are to meet with the Office of Child Welfare &amp; Attendance at the end of the expulsion period to determine placement for the 2006-07 school year.</p>

**TOPIC:** **EXPULSION OF STUDENT: CASE NO. 05-06-44**

**DESCRIPTION:** Violation of California Education Code 48900 (b), (k) and 48900 (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 Monday, April 17, 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. It was further recommended that the student 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.

TOPIC:	<b>EXPULSION OF STUDENT: CASE NO. 05-06-45</b>
DESCRIPTION:	Violation of California Education Code 48900 (b) (k) and 48915 (a) (2).
FISCAL IMPACT:	The District will have a loss of ADA for two semesters.
RECOMMENDATION:	It is recommended that the Board of Education uphold the recommendation that the student be expelled from the schools of the District for two semesters (January 31, 2007).

A hearing panel of administrators met on Wednesday, April 19, 2006, and determined that a recommendation for expulsion be presented to the Board of Education. The student will be permitted to enroll in an alternative school and maintain a 2.0 GPA, with good citizenship and grades. It was further recommended that the student 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 review the conditions of the expulsion and placement for the 2006-07 school year.

TOPIC:	<b>EXPULSION OF STUDENT: CASE NO. 05-06-46</b>
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 (June 16, 2006).
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 Monday, April 17, 2006, and determined that a recommendation for expulsion be presented to the Board of Education. Since the student resides outside the Orange Unified School District, the student will be returned to the school of residence. If student returns to OUSD, student/guardian is to meet with the Office of Child Welfare &amp; Attendance to review grades, citizenship prior to placement.</p>

TOPIC:	<b>EXPULSION OF STUDENT: CASE NO. 05-06-47</b>
DESCRIPTION:	Violation of California Education Code 48900 (b), (k) and 48900 (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 one semester (June 16, 2006).</p> <p>A hearing panel of administrators met on Monday, April 17, 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. It was further recommended that the student complete 20 hours of community service validated in writing. Student is not to have any further violations of school rules, penal codes or education codes. Student and parent/guardian are to meet with the Office of Child Welfare &amp; Attendance at the end of the expulsion period to determine placement for the 2006-07 school year.</p>

**TOPIC:** **EXPULSION OF STUDENT: CASE NO. 05-06-48**

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

**FISCAL IMPACT:** The District will have a loss of ADA for two trimesters (March 2007).

**RECOMMENDATION:** It is recommended that the Board of Education uphold the recommendation that the student be expelled from the schools of the District for two trimesters (March, 2007).

A hearing panel of administrators met on Wednesday, April 19, 2006, and determined that a recommendation for expulsion be presented to the Board of Education. The student will be permitted to enroll in an OUSD alternative school and maintain a 2.0 GPA, with good citizenship and grades. It was further recommended that the student 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 review the conditions of the expulsion and placement for the 2006-07 school year.

**TOPIC:** **EXPULSION OF STUDENT: CASE NO. 05-06-49**

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

**FISCAL IMPACT:** The District will not 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 two trimesters, however, the expulsion be suspended (March, 2007).

A hearing panel of administrators met on Monday, April 17, 2006, and determined that a recommendation for expulsion be presented to the Board of Education. The student will be permitted to return to his school of attendance and maintain a 2.0 GPA, with good citizenship and grades. It was further recommended that the student 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 review the condition of the expulsion.