### ORANGE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION • REGULAR MEETING

DISTRICT EDUCATION CENTER, BLDG. H 1401 NORTH HANDY STREET • ORANGE, CA

> THURSDAY • AUGUST 23, 2007 6:30 P.M. • CLOSED SESSION 7:30 P.M. • REGULAR SESSION

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

### AGENDA

(The complete agenda is available online at www.orangeusd.k12.ca.us/board/calendar.asp)

- 1. CALL MEETING TO ORDER 6:30 P.M.
- 2. ESTABLISH QUORUM
- 3. PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS
- 4. ADJOURN TO CLOSED SESSION
  - A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE Government Code 54957
  - B. PUBLIC EMPLOYEE APPOINTMENT

Government Code 54957

Title: Assistant Principal, Senior High School (one position)
Title: Assistant Principal, Middle School (two positions)

C. CONFERENCE WITH LABOR NEGOTIATORS

Government Code 54957.6

1. Agency Negotiators:

Ed Kissee; Jamie Brown; Spencer Covert, Parker & Covert LLP

Employee Organizations:

a) Orange Unified Education Association

b) California School Employees Association

5. CALL TO ORDER - REGULAR SESSION - 7:30 P.M.

Please turn off pagers and cell phones during the meeting.

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

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

9.	ANNOUNCEMENTS AND ACKNOWLEDGMENTS					
	A.	Superintendent's Report				
	В.	Board President's Report				
	C.	Board Recognition of Students, Staff, and Community				
10.	APPROVAL OF MINUTES July 19, 2007 (Regular Meeting)					
11 <b>I</b>	PURI	IC COMMENT: Non-Agenda Items				
		of the audience may address the Board of Education on items not on the agenda that are within the Board's subject				
matte Perso prior	er juris ons wis to the	diction. Speaking time is limited to three (3) minutes per speaker with a maximum of twenty (20) minutes per topic. Thing to address the Board should complete and submit a blue Public Comment card, available on the information table, meeting. Matters not on the agenda may neither be acted on nor discussed by the Board, but will be researched and to in any one of the following ways: 1) by telephone after research; 2) by mail after research; or 3) at a subsequent				
Board	d meet	ting as an agenda item.				
12.		TION ITEMS				
	A.	Memorandum of Understanding by and between Orange Unified School District and				
	n	El Rancho Charter School				
	B.	Charter Facilities Agreement by and between Orange Unified School District and				
	C.	El Rancho Charter School22-33Superintendent's Goals and Objectives for 2007/0834-35				
	C. D.	Amendment to Employment Agreement between Board of Education and Superintendent 34-38				
	D.	Amendment to Employment Agreement between board of Education and Superintendent 30-30				
13.	INFORMATION/DISCUSSION ITEMS					
	A.	Student Calendars 2008/09, 20009/10, 2010/11				
	B.	Rearrangement of the Orange Unified School District Trustee Areas				
14.	CON	NSENT ITEMS				
		ems are acted upon by one motion. However, any such item can be considered separately at a Board member's				
requ	est, in	which case it will be acted upon following approval of the Consent Items.				
_	_					
<u>Busi</u>		SERVICES  A44				
	A.	Purchase Orders List44Warrants List45				
	B. C.	Gifts				
	C. D.	Contract Services Report - Business Services				
	E.	Acceptance of Completed Contract(s) and Filing of Notice(s) of Completion				
	F.	Approval to Utilize CMAS Contracts for AT&T, Pac Bell, SBC Data Comm Telecommunications				
	••	Equipment and Related Items				
	G.	Bid No. 566: Renewal for Asphalt Services				
	H.	Bid No. 568: Renewal for Flooring Services				
	l.	Bid No. 569: Renewal for General Contracting Services55				
	J.	Bid No. 570: Renewal for Plumbing Services 56				
	K.	Bid No. 590: Replacement of Fire Alarm System - Villa Park Elementary School 57-58				
	L.	Bid No. 591: Replacement of Fire Alarm System - Fletcher Elementary School 59-60				
	M.	Bid No. 596: Award of Project: Exterior Painting - California Elementary School 61-62				
	N.	Modernization Project at Prospect Elementary School, AMD Construction Group, Change Order 63-67				
	O.	Approval to Establish a New Capitalization Threshold for Recording Financial Statement Capital Assets . 68				

Human Re	<u>ESOURCES</u>
P.	Personnel Report
Q.	Teacher Assignment/Consent - Provisional Internship Permit
R.	Teacher Assignment/Consent - Variable or Short-Term Waiver
EDUCATION	ial Services
S.	Contract Services Report: Educational Services
T.	Study Trips
U.	Fourth Quarter Report of Uniform Complaints for the Williams Case Settlement
V.	Textbook Adoptions - Final
PUPIL SERV	VICES
W.	Contract Services Report - Pupil Services
Χ.	Resolution for the Acceptance of Funds for 2007-08 Child Development General
	Center Child Care and Latchkey Program - Child Development Services
Υ.	Agreement for Hospital Instruction Between OUSD and Children's Hospital of Orange County 105
Z.	Rancho Santiago Community College District Agreement with the District for the
	Occupational Therapy Assistant Program
AA.	Special Education Non-Public Schools & Designated Instructional Services - 2006-07 107-108
BB.	Special Education Non-Public Schools & Designated Instructional Services - 2007-08 109-112

### 15. PUBLIC COMMENT: Non-Agenda Items

Members of the audience may address the Board of Education on items not on the agenda that are within the Board's subject matter jurisdiction. 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 Public Comment card, available on the information table, prior to the meeting. Matters not on the agenda may neither be acted on nor 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.

### 16. OTHER BUSINESS (Board/Staff Conference and Comments)

### 17. ADJOURNMENT

### 18 CALENDAR OF *REMAINING* 2007 BOARD MEETINGS

September 13, 2007

September 27, 2007

October 11, 2007

October 25, 2007

November 15, 2007

December <del>13</del> 6, 2007

### 19. CALENDAR OF PROPOSED 2008 BOARD MEETINGS (Dates are subject to change.)

January 17, 2008	June 19, 2008
February 7, 2008	July 24, 2008
February 21, 2008	August 21, 2008
March 6, 2008	September 11, 2008
March 20, 2008	September 25, 2008
April 17, 2008	October 16, 2008
May 8, 2008	October 30, 2008
May 22, 2008	November 13, 2008
June 5, 2008	December 11, 2008

# ANNOUNCEMENTS AND ACKNOWLEDGMENTS

TOPIC:

**ANNOUNCEMENTS & ACKNOWLEDGMENTS** 

**DESCRIPTION:** 

9.A. Superintendent's Report

9.B. Board President's Report

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

## ACTION ITEMS

TOPIC:

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN ORANGE UNIFIED SCHOOL DISTRICT AND EL RANCHO CHARTER SCHOOL

**DESCRIPTION:** 

A charter renewal petition that meets the criteria for renewal as outlined in Education Code Section 47607 was submitted by El Rancho Charter School and approved by the Board of Education on June 21, 2007.

This Memorandum of Understanding (MOU) contains the terms and conditions that will govern the relationship between Orange Unified School District and El Rancho Charter School concerning the operation of the Charter School. This MOU will be effective commencing with the 2007/08 school year. Included in the terms of this MOU are an indemnity agreement, insurance requirements, and provisions related to funding, special education and administrative services. The oversight obligations of the District are also outlined in this MOU. A separate Charter Facilities Agreement will define terms and conditions related to use of facilities by the Charter School.

FISCAL IMPACT:

El Rancho Charter School shall be responsible for an oversight fee and for reimbursement of administrative services provided as per the terms outlined in this MOU.

RECOMMENDATION:

It is recommended that the Board of Education approve Memorandum of Understanding by and between Orange Unified School District and El Rancho Charter School.

### MEMORANDUM OF UNDERSTANDING

by and between

### EL RANCHO CHARTER SCHOOL

and

### ORANGE UNIFIED SCHOOL DISTRICT July 1, 2007 – June 30, 2012

This Agreement ("Agreement") is executed between El Rancho Charter School ("Charter School"), a California public charter school and the Orange Unified School District ("District"). The Charter School and the District are collectively referred to as "the parties."

### I. RECITALS:

- A. The Charter School is a public charter school existing under the laws of the State of California and under the supervisorial oversight of the District.
- B. The District is a School District existing under the laws of the State of California.
- C. The District is the sponsoring district of the Charter School. On November 1, 2001 the District granted a charter for the operation of the Charter School to commence on July 1, 2002. On June 21, 2007, the charter was renewed for additional five years effective July 1, 2007. This Agreement is intended to outline the agreement of the Charter School and the District governing their respective fiscal and administrative responsibilities and their legal relationships, as well as the operation of the Charter School.
- D. If the terms of this Agreement conflict with the terms of the Charter, this Agreement will control while the Charter School and the District negotiate any necessary amendments to the Charter to achieve consistency.

### II. AGREEMENTS

### A. Terms

- 1. The Charter and this Agreement will govern the relationship between the District and the Charter School regarding the operation of El Rancho Charter School.
- 2. Any modification of this Agreement must be in writing and executed by duly authorized representatives of the parties indicating an intent to modify this Agreement.
- 3. The duly authorized representative of the Charter School is the principal or designee. All communication regarding any aspect of the operation of the Charter School shall be initiated by the District with the Charter School principal unless the principal delegates this function to another officer of the Charter School. The authority of the principal shall be as determined by the Charter School Board.

- 4. The duly authorized representative of the District is the Superintendent or any designee thereof. All communication regarding any aspect of the operation of the Charter School shall be initiated by the Charter School with the Superintendent unless the Superintendent delegates this function to another officer of the District. The authority of the Superintendent shall be as determined by the Board of Trustees. The Board of Trustees shall approve all formal District actions related to oversight and monitoring of the Charter School.
- 5. The term of this Agreement shall be coterminous with the term of the Charter granted to the Charter School. This entire Agreement is subject to approval by the respective governing boards of the District and the Charter School. The Agreement shall expire upon termination or revocation of the Charter. Either party may suggest, propose or agree to a revision to the Agreement at any time during the year.

### B. Funding

- 1. The Charter School is eligible for all State funding afforded to a California charter school. Funding will include, but is not limited to, the Charter School's computed share of categorical programs listed in California Education Code section 47634 and the Charter School block grant. Block grant funding will be apportioned by Average Daily Attendance ("ADA"). The Charter School will be responsible for providing the State Department of Education with all data required for funding. The Block Grant Funding may not include:
  - a. Programs for which the Charter School is required to apply separately, such as summer school or class-size reduction.
  - b. Special Education programs -- these funds are allocated to the SELPA in which the District is affiliated.
  - c. Economic Impact Aid -- these funds are allocated separately, based on qualifying students.
  - d. Lottery funds -- the Charter School will be funded from the State, in addition to the block grant funding, for their share of these funds. A portion of Lottery Funds must be spent on instruction, as dictated by the State.
- 2. The Charter School is eligible for Federal funding including, but not limited to: Title I, II, IV and VII, based on the qualification of the Charter School's students for such funding. The Charter School will apply for this funding in conjunction with the District.

- 3. The Charter School may receive funding from new or one-time funding sources available to schools or school districts provided by the State of California to the extent that the Charter School and its students generate such entitlements. Additionally, the Charter School may apply for private grants. It is the Charter School's obligation to apply for these funding sources/grants on its own.
- 4. Grants written and obtained by the Charter School will come directly to the Charter School and will not go through the District, except as required by Orange County Treasurer procedures.
- 5. In addition to the Block Grant Funding specified herein, the parties recognize the authority of Charter School to pursue additional sources of funding.
- 6. If the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of the Charter School, the District will receive a percentage of such funds to be allocated to the Charter School. The District may charge the maximum indirect cost as allowed under law. Funds shall be allocated to the Charter School on a prorated basis related to the formula that generates the funds. For example, if funds are generated on a per eligible student basis, they shall be allocated to the Charter School on a per eligible student basis and subject to the administration fee (i.e., indirect charge fee) charged by the District. Nothing in this provision shall obligate the District to apply for such additional sources of funding unless it is otherwise obligated to under the law.
- 7. Pursuant to Education Code 47636(a)(2) the Charter School reserves the right to apply for state and federal categorical programs in cooperation with the District, however neither the Charter School nor the District shall be obligated to make such application.
- 8. The Charter School is also entitled to lottery funds, class size reduction funds, a variety of state and federal application based programs, as well as various grant opportunities. It shall be the responsibility of the Charter School to apply for funding which is beyond the base statutory entitlement.
- 9. The District shall annually transfer to the Charter School funding in lieu of property taxes pursuant to Education Code section 47635.
- 10. Pursuant to Education Code section 47604, subdivision (c), the Charter School agrees that all loans received by the Charter School shall be the sole responsibility of the Charter School and the District shall have no obligation for repayment. The parties agree that it is their intent,

consistent with Education Code section 47604, subdivision (c), that "an authority that grants a charter to a charter school shall not be liable for the debts or obligations of the charter school, or for claims arising from the performance of acts, errors, or omissions by the charter school, if the authority has complied with all oversight responsibilities required by law, including, but not limited to, those required by Section 47604.32 and subdivision (m) of Section 47605."

- 11. The Charter School agrees that all revenue obtained by the Charter School shall only be used to provide educational services consistent with its Charter and shall not be used for purposes other than those set forth in the approved Charter, this Agreement or any authorized amendments. All expenditures shall be in accordance with applicable law.
- 12. The parties agree to negotiate on a case-by-case basis for any additional funding pursuant to Education Code section 47636, subdivision (b). The District is not required to provide any share of any of the funds described in the foregoing section of the Education Code to the Charter School.

### C. Legal Relationship

- 1. The parties recognize that the Charter School is a separate legal entity that operates the El Rancho Middle School under the supervisorial oversight of the District under the Education Code section 47600 *et seq.*.
- 2. The Charter School shall be wholly responsible for its own operations and shall manage its operations within the constraints of its annual budget. The District shall not be liable for the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by the Charter School, as long as the District has performed the oversight responsibilities described in Education Code Sections 47604.32 and 47605(m).

The Charter School shall not have the authority to enter into a contract that would bind the District, nor to extend the credit of the District to any third person or party. The Charter School shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom the Charter School enters into an agreement or contract for goods or services that the obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the District.

The Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors

and assigns (collectively hereinafter District and District Personnel) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the Charter School's performance under this Agreement, the Charter or any acts or errors or omissions by the Charter School or its board of directors, administrators, employees, agents, representatives, volunteers, successors and assigns. This indemnity and hold harmless provision shall exclude actions brought by third persons against the District arising out of the negligence or intentional acts, errors or omissions of the District and/or District Personnel.

3. The Charter School will comply with all applicable State and federal laws, including, without limitation, the Ralph M. Brown Act (Gov. Code, Section 54950 et seq.), the California Public Records Act (Gov. Code, Section 6250 et seq.), and the Political Reform Act (Gov. Code section 87100). The Charter School agrees to comply with conflict of interest laws, however, it reserves the right to not comply with or to modify its compliance with the conflict of interest laws if the Legislature, or any California Court of Appeal or Supreme Court, determines that these laws do not apply to charter schools. When issues arise related to the terms and conditions of employment, or personnel-related matters, for paid employees sitting on the Board, the Board will take appropriate action, which may include, but not be limited to, the disqualification and abstention of those employees from participation in the Board's deliberation or decision making process related to their own contracts or employment, other contractual decisions of the Board that impact a financial term and/or condition of their employment, in which the employee may have a financial interest, or any personnel-related matter involving confidentiality concerns. The Charter School agrees that the indemnity provision contained in provision II(C)(2) of this Agreement shall apply to any and all allegations that the Charter School Board violated any conflict of interest provision. This provision shall not in any way prejudice the District's right to issue a Notice to Cure with respect to wrongdoings related to the Charter School Board's compliance with conflict of interest laws.

The Charter School shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Education Rights and Privacy Act of 1974 (20 U.S.C.A. Section 1232g), and all applicable state and federal laws and regulations concerning the improvement of student

achievement, including, without limitation, any applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C.A. §6301, et seq. as amended by the No Child Left Behind Act of 2001(hereinafter the law, state and federal regulations referred to herein as "NCLB")). The Charter School also agrees to take appropriate remedial action if notified by the State of California of a violation of any of the foregoing.

4. It shall be the sole responsibility of the Charter School to file, and update as required, the "Statement of Facts Roster of Public Agencies" as required by Government Code section 53051. The current Statement of Facts Roster shall be submitted to the District by October 31 each year. It shall also be the sole responsibility of the Charter School to file an amendment to the Statement of Facts Roster within 10 days after a change in any of the required information.

### D. Fiscal Relationship

### 1. Oversight Obligations

The District's oversight responsibilities include, but will not be necessarily limited to, the following:

- a. Review of this Memorandum of Understanding and subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between the Charter School and the District.
- b. Monitoring performance and compliance with the Charter and with applicable laws, including the following:

Visiting the Charter School at least once per year;

Monitoring the fiscal condition of the Charter School;

Notifying the State of California upon the occurrence of any of the events described in Education Code section 47604.32(e), *i.e.*, renewal, revocation or termination of the charter for any reason.

The Charter School shall respond to all reasonable inquiries of the District, including, but not limited to, inquiries regarding its financial records.

c. Charter revocation processes, including hearing/investigating alleged violations and monitoring efforts to cure.

d. For purposes of fiscal oversight and monitoring by the District, the Charter School shall provide to the District copies of financial and programmatic data and reports. All problems, questions, concerns, and/or issues, if any, related to the documents, data and reports that are produced by the Charter School and delivered to the District shall be brought to the Charter School's attention in writing.

### (1) Student Data

The Charter School shall maintain contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit. The Charter School shall cooperate with the District in creating copies of the P-1, P-2, and annual state attendance reports. In addition, the Charter School shall provide all necessary information required to be submitted to the California Basic Education Data System ("CBEDS") by no later than October 31 of each year, including the R-30 Report.

The Charter School's student discipline policies shall be provided for review by the District annually as updated.

### (2) Personnel Data/Credential Data

The original credentials and other personnel records shall be maintained by the District.

### (3) Budget/Financial Data

### Budget Data:

A preliminary budget shall be provided to the District and the County Superintendent of Schools for review by no later than May 31 of each year A copy of the adopted budget shall be provided to the District for review by no later than July 15 of each year.

### Financial Data:

Bank account reconciliations will be performed by the Charter School on a monthly basis and shall be provided for District review on a quarterly basis. Balance sheets, and check registers shall be provided for District review concurrently with bank account reconciliations.

Updated fiscal policies of the Charter School shall be provided to the District annually. The Charter School also agrees to comply with the remaining reporting provisions contained in Education Code section 47604.33

The First Interim Financial Report shall be provided to the District and the County Superintendent of Schools within 45 days after October 31 of each year (no later than December 15); the Second Interim Financial Report shall be provided to the District within 45 days after January 31 of each year (no later than March 15); the Third Interim Financial Report shall be provided to the District within 45 days after April 30 of each year (no later than June 15). The revised budget for the current fiscal year shall be provided to the District by September 1 of each year.

The Unaudited Actuals Financial Report shall be provided to the District and the County Superintendent of Schools by September 15 of each year or within two weeks of receiving year-end closing data from the District, whichever is later.

### Financial Audit:

The Charter School annual audit will be conducted simultaneously with the District's audit and will be performed by the same firm employed by the District for auditing purposes. Audit exceptions or deficiencies identified in the audit report shall be addressed by the Charter School through the development of a remediation plan outlining how and when they will be resolved. The remediation plan will be provided to the District by January 15 of each year or within 4 weeks following the finalization of the Audited Financial Report, whichever is later.

### (4) Governance Data/Meeting Information

Copies of meeting agendas for meetings of the Charter School Board of Directors and any of its committees shall be provided for District review.

### (5) Payroll Information

Certificated and classified employee salary schedules shall be available for District review. The Charter School may process Charter School STRS and PERS through the District in accordance with Education Code § 47611.3.

### (6) Risk Management Data

Copies of all policies of insurance and memoranda of coverage, including endorsements, shall be provided for District review annually if the Charter School chooses coverages that are not part of the district insurance policies.

A copy of the Charter School Safety Plan shall be provided for District review.

Health benefit plans and policies shall be provided for District review.

### (7) Programmatic/Performance Audit

The Charter School will prepare an annual performance report regarding compliance with the terms of the Charter and shall provide all information necessary to demonstrate that the Charter School is meeting the applicable accountability. The performance audit shall be provided to the District annually.

### (8) Other

The Charter School shall make available such other documents, data and reports as may be reasonably requested or required by the District, the County Office of Education, and the State Department of Education.

e. The Charter School must maintain a minimum reserve requirement for the Charter School's ending balance of not less than 3%.

### 2. Oversight Fee

In accordance with Education Code section 47613, the Charter School shall pay the District an amount equal to two **percent** (2%) of the Charter School revenues to cover the actual cost of supervisorial oversight and for providing substantially rent free facilities. "Charter School revenue" means the general purpose entitlement and categorical block grant, as defined in subdivisions (a) and (b) of Section 47632 (in accordance with Ed. Code section 47613(f)). This section shall not preclude the District from charging the Charter School a fee for services that are provided by the District for the maintenance and operation of the facility by mutual agreement of the parties.

### 3. Administrative Services.

The Charter School has the obligation to provide all services necessary to operate the Charter School. The Charter School may provide these services directly or may contract with a third party to provide services.

This provision does not preclude the Charter School from purchasing services from the District should the District and the Charter School agree to do so. Should the Charter School desire to purchase administrative or business services from the District, the applicable charge for such services shall be set forth in a separate written agreement. The Charter School understands that the District has no legal obligation to provide administrative services to the Charter School. The Charter School shall request administrative services in writing. The Charter School shall be obligated to pay for services performed by the District at the request of the Charter School. The District shall prepare a menu of available administrative services and include the charge for those services and any deduction from that charge in Exhibit A. The terms outlined in Exhibit A will be reviewed annually and any changes in the level of service or program will be renegotiated as necessary.

All charges for services provided by the District shall be calculated on expenditures of the Charter School (not revenue).

4. The District shall provide a written invoice and supporting expense information to the Charter School detailing the amount due for services performed by the District, oversight fees, and special education encroachment and any agreed to expenses paid by the District on the Charter School's behalf. If the Charter School disagrees with charges contained in the annual invoice, the Charter School will provide written notice to the District regarding the specific nature of its concerns within five business days of the receipt of the invoice. The Charter School may only withhold payment for services, fees or expenses that it has specifically contested, not for the entire amount invoiced. The disputed amount shall be placed in an escrow account. If agreement cannot be reached, the matter will be resolved consistent with the dispute resolution provisions of the Charter School's charter. Payment will be completed via expenditure transfer. The special education encroachment shall be estimated and paid annually with a full reconciliation occurring no later than August15 each year.

### E. Special Education Services/Section 504

The Charter School shall be categorized as a public school within the District in conformity with Education Code section 47641, subdivision (b) for purposes of Special Education. The following provisions govern the application of Special Education services to Charter School students:

1. It is understood that all children will have access to the Charter School consistent with the admission procedures of the charter and no student shall be denied admission due to disability.

- 2. The Charter School agrees to implement a student study team process (SST), a regular education function, to monitor and guide referrals for Section 504 and Special Education services. The Charter School agrees that it is solely responsible for compliance with Section 504.
- 3. Pursuant to Education Code section 47641, the Charter School has not elected to participate as an independent Local Education Agency for Special Education services; and therefore, pursuant to Education Code section 47641, the Charter School is deemed a public school of the LEA granting the charter, for Special Education purposes. The Charter School reserves the right to elect to become its own LEA or join with other charter schools to form a consortium and join a SELPA within California in any fiscal year following its first year of enrolling students.
- 4. The parties intend that the Charter School will be treated as any other public school in the District with respect to the provision of Special Education services, including the allocation of duties between on-site staff and resources and the District staff and resources.
- 5. The parties agree to allocate responsibility for the provision of services (including but not limited to identification, evaluation, Individualized Education Program (IEP), development and modification, and educational services) in a manner consistent with their allocation between the District and its local public school sites. Where particular services are generally provided by staff at the local school site level, the Charter School will be responsible for providing said staff and programming; where particular services are provided to the school by the central district office, those services will be made available to the Charter School in a similar fashion.
- 6. The parties will jointly ensure that all students entitled to services under the Individuals with Disabilities in Education Act, 20 U.S.C. section 1400 et seq. (hereafter "I.D.E.A.") and California Education Code section 56000 et seq. will receive those services.
- 7. The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive Special Education services. The Charter School, with the assistance of the District, will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. The Charter School is solely responsible for obtaining the cumulative files, prior and/or current IEPs and other Special Education information on any student enrolling from a non-district school.

- 8. The District shall provide the Charter School with any assistance that it generally provides its other public schools in the identification and referral processes. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter School from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the parent/guardian.
- 9. The parties shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and triennial assessments, in accordance with the District's general practice and procedure and applicable law. The Charter School shall not conduct unilateral independent assessments without prior written approval of the District.
- 10. The responsibility for arranging necessary IEP meetings shall be allocated in accordance with the District's general practice and procedure and applicable law. The Charter School shall be responsible for having the designated representative of the Charter School in attendance at the IEP meetings and other Charter School employees in accordance with applicable state and federal laws and regulations.
- 11. Decisions regarding eligibility, goals/objectives, program, placement and exit from Special Education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include the designated representative of the Charter School (or designee) and the designated representative of the District (or designee). Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District and of the Local Plan for Special Education.
- 12. To the extent that the agreed upon IEP requires educational or related services to be delivered by staff other than the Charter School staff, the District shall provide and/or arrange for such services in the same manner as the District provides and/or arranges for such services in schools of the District. District services shall include consultative services by District staff to Charter School staff in the same manner that District staff consults with staff at other District schools.
- 13. In collaboration with the Charter School, the District shall address/respond/investigate all complaints received under the Uniform Complaint Procedure involving Special Education.

- 14. In consultation with the Charter School, the District may initiate a due process hearing on behalf of a student enrolled in the Charter School as the District determines is legally necessary to meet a school agency's responsibilities under federal and state law. The parties shall work together to defend the case, but each party maintains the right to unilaterally retain separate counsel in the event of a conflict of interest or any other reason. In the event that each party retains separate counsel, they will assume fiscal responsibility for their own attorney's fees.
- 15. The District Superintendent or designee shall represent the Charter School at all SELPA meetings as it represents the needs of all schools in the District. Reports to the Charter School regarding SELPA decisions, policies, etc. shall be communicated to the Charter School as they are to all other schools within the District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding Special Education to site staff, such opportunities/information shall be made available to the Charter School staff. To the extent that District site staff has the opportunity to participate in committee meetings of the SELPA as representatives of their School, such opportunities shall be made available to the Charter School staff.
- 16. The parties agree that, pursuant to the division of responsibilities set forth in this Agreement, the Charter School has elected the status of any other public school in the District for the purposes of Special Education services and funding, and the District has agreed to provide Special Education services for the Charter School in the same manner as a child with disabilities who attends another public school of the District. In accordance with Education Code section 47646 the Charter School shall receive an equitable share of funding and services consisting of either or both of the following:
  - a. State and federal funding provided to support Special Education instruction or designated instruction and services or both provided or procured by the Charter School that serve pupils enrolled in and attending the Charter School.
  - b. Any necessary Special Education services including administrative and support services and itinerant services that are provided by the local educational agency on behalf of pupils with disabilities enrolled in the Charter School.
- 17. The Charter School shall owe the District an amount of funding equal to the District's total excess cost of Special Education, including administration and transportation (hereafter "encroachment") per unit of District-wide general education ADA (including Charter School ADA), for each unit of the Charter School's general education ADA. The

formula for calculating the Charter School's contribution is as follows: Total District encroachment divided by District-wide attendance including Charter School attendance ("P-2") x Total Charter School attendance ("P-2"). School enrollment includes all students, regardless of home district.

- 18. The Charter School agrees to adhere to the policies and requirements of the Local Plan for Special Education and to District policies.
- 19. Special Education services will be offered at the Charter School based upon each student's Individualized Education Program.
- 20. If needed, due to limited Special Education staff, the District may seek out contracts with other school districts, or companies, or organizations to serve Charter School students. The Charter School shall assist the District in providing such services.
- 21. Employees providing special education services to El Rancho, such as Resource Specialists, Special Day Class teachers, speech and language therapists, and occupational therapists, shall remain employees of the District. Nurses and psychologists shall remain employees of the Charter School. Other than the positions listed above, the Charter School shall obtain written permission from the District before retaining any personnel to provide special education services. To the extent Charter School employees are providing special education services, the Charter School is entitled to offset the encroachment with the cost of these employees but only at District rates of pay; unless otherwise agreed such offset shall occur during the final reconciliation of cost at the end of the year.
- 22. The District shall not place a special education student who resides outside of the Charter School's identified attendance area at the Charter School if it results in more than 99 total special education at the School.

### F. Insurance and Risk Management

The Charter School may continue to purchase insurance from the District's carrier. If the Charter School chooses to purchase its own insurance coverage to cover the operations of the Charter School, they will supply the District certificates of insurance, with proof of insurance of at least the types and amounts recommended by the District's insurer based upon the standard coverage for a school of similar size and location. If the Charter School chooses to purchase its own coverage the Charter School assumes all responsibilities with respect to risk management, including but not limited to all training and notification requirements, and budgeting to cover Charter School self-insured retentions/deductibles for all claims that are made or anticipated.

If any policies are written on a claims-made form, the Charter School agrees to maintain such insurance continuously in force for three years following termination or revocation of the Charter or extend the period for reporting claims for three years following the termination or revocation of the Charter to the effect that occurrences which take place during this shall be insured.

The Charter School shall add the District as a named insured on all of its insurance policies and provide endorsements reflecting additional insured status to the District. The Charter School shall be solely responsible for payment of any deductible on any policies issued pursuant to this Agreement.

### G. Human Resources Management

- 1. All persons working at the Charter School are deemed to be employees of the Charter School except for those assigned by the District to work at the Charter School. The Charter School shall have sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees. In exercising these responsibilities, the Charter School will follow applicable provisions of the collective bargaining agreements.
- 2. The District will be considered the public school employer of the employees at the Charter School for purposes of collective bargaining.
- 3. The Charter School agrees to comply with applicable federal statutory and regulatory requirements for highly qualified teachers and paraprofessionals used for instructional support as set forth in NCLB.
- 4. The Charter School will be required to make contributions to STRS or PERS as required by the State for these programs.

### H. Transportation

- 1. The Charter School may continue to purchase transportation services from the District, as it has in the past, for Charter School students to and from school. The Charter School reserves the right to contract with an outside transportation company for home to school services.
- 2. If it purchases transportation services from the District, the Charter School will have the ability to set all student fees for transportation and work with the District to determine bus stops and bus availability.
- 3. The Charter School will be responsible for providing transportation for field trips, including using public or other contracted transportation. If District transportation is used for a field trip, the District will prepare an

invoice for each trip and send it to the Charter School. The Charter School will transfer the proper amount within 45 days. If the charge is in dispute, monies will be placed in escrow and a representative from the Charter School and the District will meet to work out a compromise. The Charter School shall notify the District of any disputed charges within 45 days of receipt of invoice.

### I. Nutritional Services

- 1. The Charter School will continue to allow the operation by the District of a central kitchen on the Charter School premises.
- 2. The District shall be responsible for all upkeep, maintenance of equipment and repair of the kitchen and serving facility. This provision is to include the daily cleaning of all kitchen equipment.
- 3. The District shall reimburse the Charter School for all electricity, gas, cleaning supplies and custodial services according to the percentage of time the facility is used as a central kitchen.
- 4. Nutrition Service director and Charter School principal will approve food and beverage selections. USDA National School Lunch and Breakfast guidelines shall be followed.

### J. Educational Program

- 1. Subject to District oversight and compliance with its Charter and applicable state and federal law, including, without limitation, NCLB, the Charter School is autonomous for the purposes of deciding the Charter School's educational program.
- 2. The Charter School calendar shall be submitted annually to the District Board of Trustees for review and verification of compliance with instructional day and minutes requirements. The Charter School shall have a voting representative on the District's Calendar Committee.

### K. Facilities

- 1. The Charter School is housed on the District's El Rancho campus. The Charter School's occupation of its current site shall fall under the regulations of Proposition 39 as outlined in a separate facilities use agreement.
- 2. To the degree the Charter School uses independent facilities, all such facilities shall meet all applicable fire and safety code requirements, will

conform with all applicable provisions of the Americans with Disabilities Act and any other applicable federal requirements. Prior to use, all buildings that house the Charter School students will be fully inspected by a licensed structural engineer who specializes in seismic safety. All facilities will be approved by the local fire marshal for the use intended. The Charter School shall comply with the terms of Education Code section 47610 and 47610.5.

### L. Renewal.

The Charter School will be required to meet at least one of the academic performance criteria set forth in Education Code section 47607 (b).

### M. Response to Requests.

Pursuant to Education Code section 47604.3, the Charter School shall respond promptly to all reasonable requests of the District.

### N. Legal Counsel.

The Charter School shall retain the right to use its own legal counsel and will be responsible for procuring such counsel and associated costs.

### O. Enrollment of Expelled Students.

Neither the Charter School nor the District shall be obligated to accept enrollment of any student who has been expelled from the other entity during the term of the expulsion.

### P. Provision of Documents.

With both parties understanding that some state, federal and county documents directed toward the Charter School may be mailed to the District, the District agrees to pass on such documents and forms to the Charter School in a timely manner so it may complete its legal obligations. The Charter

School has full responsibility for the forms and documents it receives directly and those which it must access on the internet on its own.

### Q. Non Assignment.

Neither party shall assign its rights, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of the Charter School with any other operating body or governance structure shall be treated as a

material revision of the Charter, subject to the review and approval of the District pursuant to applicable provisions of the Education Code.

### R. Severability.

If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

### S. Reimbursement of Mandated Costs.

The Charter School shall seek reimbursements of its mandated costs, if any, directly from the State.

### T. Dispute Resolution.

All disputes regarding this Agreement shall be resolved in accordance with the Dispute Resolution provision included in the Charter Section [XV].

This represents the full and final agreement between the Charter School and the District and shall only be modified in writing by the mutual agreement of the parties.

Dated:		W
Orange Unified School	l District	
Dated:		A Commence
El Rancho Charter Sch	iool	

### **EXHIBIT A**

The District shall charge the Charter School a sum equivalent to 4% of the Charter School's expenditures for the provision of the following administrative services to the Charter School less any deductions as described below:

- Business Services including payroll, accounting, budget, interim financial reports, unaudited actuals, attendance accounting, CBEDS, purchasing and risk management.
- Educational Services including child welfare and attendance, information services, student and attendance database access, special programs, testing and pupil services.
- Human Resources including advertising vacancies, credentialing, staffing lists, training, tuberculosis testing, access to substitute pool and employee transfers (where applicable).

Administrative services equivalent to those provided to other District schools are available as requested by the Charter School from this list. These duties performed by the District are administrative only. Charter School shall work cooperatively with the District to provide information necessary to complete administrative tasks to meet OCDE and/or CDE deadlines. Charter School shall continue to offer ED class as part of the program.

### Deductions:

- Sum equivalent to .5 FTE psychologist at the rate of the current psychologist employed by the Charter School or the average District psychologist rate, whichever is lower, to support ED class.
- Utilities, custodial services and supplies used for operation of central kitchen according to the percentage of time the facility is used as a central kitchen.

**TOPIC:** 

CHARTER FACILITIES AGREEMENT BY AND BETWEEN ORANGE UNIFIED SCHOOL DISTRICT AND EL RANCHO CHARTER SCHOOL

**DESCRIPTION:** 

A charter renewal petition that meets the criteria for renewal as outlined in Education Code Section 47607 was submitted by El Rancho Charter School and approved by the Board of Education on June 21, 2007. A separate financial and operational Memorandum of Understanding that references a facilities use agreement has been negotiated.

This Charter Facilities Agreement sets forth the terms and conditions pursuant to which the Charter School will occupy classrooms and use facilities at the site under the terms of Education Code 47614 and its implementing regulations (as may be amended from time to time during the term of this Agreement), commencing with the 2007/08 school year.

**FISCAL IMPACT:** 

El Rancho Charter School shall be responsible for the major maintenance of their facilities and maintain facilities used to the District standard for similar school sites.

**RECOMMENDATION:** 

It is recommended that the Board of Education approve Charter Facilities Agreement by and between Orange Unified School District and El Rancho Charter School.

### CHARTER FACILITIES AGREEMENT BY AND BETWEEN ORANGE UNIFIED SCHOOL DISTRICT AND EL RANCHO CHARTER SCHOOL

THIS AGREEMENT ("Agreement") is made this \_\_\_\_\_\_ day of August, 2007, by and between the Orange Unified School District, a public school district organized and existing under the laws of the State of California ("District") and El Rancho Charter School, a California public charter school ("Charter School"). The District and the Charter School are collectively referred to as "the parties."

### RECITALS

WHEREAS, the parties have previously entered into that certain Financial and Operational Memorandum of Understanding effective on August \_\_\_, 2007 (the "MOU"); and

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

WHEREAS, El Rancho Charter School was converted to a charter school on or about July 1, 2002 and the charter was renewed effective July 1, 2007 and the Charter School has been in beneficial occupation and use of the facilities located at 181 South Del Giorgio Drive, Anaheim, CA (the "Site")(see Site Plan attached as Exhibit A), since the beginning of the 2002-2003 school year;

WHEREAS, the parties desire to set forth the terms and conditions pursuant to which the Charter School will occupy classrooms and use facilities at the Site under the terms of Education Code section 47614 and its implementing regulations (as may be amended from time to time during the Term of this Agreement), commencing with the 2007-2008 school year;

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

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

District's facilities and equipment located thereon (with the exception of those Charter School furnishings and equipment referenced in Section [2] below), the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including but not limited to use of such Site, facilities and equipment for District services.

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

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

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

Pursuant to the requirements of Proposition 39, the allocation of space as set forth in this Section [1] is based upon an assumption of 1,150 in-district ADA for the 2007-2008 school year. Future requests for additional facilities or furnishings and equipment based on enrollment increases may be made in the manner specified in Section 11969.9 of the Proposition 39 regulations (Cal. Code Regs., tit. 5, § 11969.9.)

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

**Section 2. Furnishings and Equipment.** Because the Charter School has occupied the Site since 2002, the Charter School has provided its own furnishings and equipment, and does not now require furnishings and equipment from the District for the 2007/2008 school year. The Charter School is responsible for providing property insurance for all its furnishings and equipment on the Site.

No later than October 1, 2007, the Charter School shall provide the District with a complete inventory of all furnishings and equipment at the Site. All items for which the Charter School provides proof of purchase shall be considered personal property of the Charter School. All remaining items shall be considered personal property of the

District. The Charter School inventory shall be updated as the Charter School purchases new furnishings and equipment and/or surpluses and sells furnishings and equipment.

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

Section 3. Reimbursement: The over-allocation provisions of 5 C.C.R. Section 11969.8 shall not be applicable to the Charter School. In lieu of the over-allocation provisions, the Charter School's ADA projection for the 2007-2008 school year provided in Section 1 of this Agreement shall serve as a benchmark for subsequent years in this Agreement. Unless the Charter School provides a revised projection by October 1 of the fiscal year prior to the school year for which facilities are requested, the facilities will be deemed by the parties to have met the requirements of Proposition 39 and other applicable authority with respect to the capacity and number of teaching and non-teaching spaces, and furnishings and equipment provided, and the Charter School will have waived its right to request additional facilities, furnishings and equipment for that school year. In the event that the Charter School requests and proves entitlement under the implementing regulations to additional facilities or furnishings and equipment in compliance with Proposition 39 and the implementing regulations for any subsequent school year, the District reserves the right to provide additional facilities in compliance with the provisions of Proposition 39 and its implementing regulations.

**Section 4. Term.** The term of this Agreement shall begin on its date of execution and shall end on June 30, 2012, subject to the procedure set forth in Section 3 regarding the Charter School's provision of annual updated enrollment projections if the Charter School is seeking additional facilities or furnishings and equipment.

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

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

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

a. The failure of the Charter School to meet at least 50% of its ADA projection, or 50% of the 2007-2008 benchmark contained in Section 1 of this Agreement, whichever is later (as measured at P-2);

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

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

Section 7. Pro-Rata Share. The facilities hereunder shall be provided to the Charter School substantially rent-free. As set forth in Section II (D)(2) of the MOU between the parties, and in consideration of the District's provision of facilities to the Charter School substantially rent free pursuant to Education Code section 47613, the Charter School shall pay the District an amount equal to two percent (2%) of the Charter School's State revenues (as defined in Education Code section 47632) in accordance with Education Code section 47613(f).

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

**Section 9. Maintenance.** Facilities and furnishings and equipment provided to the Charter School by the District shall remain the property of the District. The ongoing operations and maintenance of the facilities and equipment is the responsibility of the Charter School. The Charter School may purchase operations and maintenance services from the District as provided in a separate written agreement.

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

Section 10. Installation of Improvements. Charter School shall not construct or install any improvements (as defined in Civil Code 660) on the Site or otherwise permanently alter the Site without the prior written consent of District, and if required, the Division of the State Architect. District's approval of any improvements, including the construction schedule, work hours, and modifications, shall be at District's sole and absolute discretion, and District may disapprove of such improvements without reason. Contractors retained by Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to charter schools, including buildings codes and prevailing wage laws. District or District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students. This provision shall apply to any signage established by the Charter School at the Site. Maintenance work as defined in Public Contract Code Section 22002(d) is exempt from this prior written consent requirement. Charter School waives any and all claims, liens or interest in the Site, other than the right to use and occupation of the site under this Agreement and Education Code section 47614, related to any and all improvements, whether major or minor maintenance, past or present, it performs or has performed on the site.

Section 11. Condition of Property. Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, directly triggered by its use of the Site. The Charter School shall not be responsible for any and all legal compliance or environmental conditions that existed prior to the Charter School's occupancy of the Site on July 1, 2002. The District shall remain responsible for all legal compliance with, for example, the ADA, FEHA, environmental laws, and other applicable building code standards, for any existing compliance issue prior to the date of the Charter School's occupancy of the Site on July 1, 2002 and continuing through the Term of this Agreement. The Charter School shall only assume responsibility for legal compliance to the extent that they are triggered by any modifications or improvement made by the Charter School.

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

**Section 12. Title to Property.** The parties acknowledge that title to the Site is held by the District and shall remain in the District at all times.

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

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

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

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

District shall indemnify, hold harmless, and defend Charter School, its trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Site after District delivers possession of the Site to the Charter School, arising from the District's prior or current use or maintenance of the Site or from prior or current conduct of its business or from any activity, work, or other

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

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

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

If to the District: Orange Unified School District

1401 N. Handy St.
Orange, CA 92867
Attn: Superintendent

If to the School: El Rancho Charter School

181 South Del Giorgio Drive

Anaheim, CA 92869 Attn: Principal

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

**Section 18. Subcontract and Assignment.** Neither party shall assign its rights, duties or privileges under this Agreement, nor shall a party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other party.

- **Section 19. Independent Status.** This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
- Section 20. Entire Agreement of Parties. The charter, this Agreement and the MOU constitute the entire agreement between the parties and supersede all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the parties expressly indicating an intent to modify or amend this Agreement.
- **Section 21. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.
- Section 22. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- **Section 23. Waiver.** The waiver by any party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- Section 24. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- Section 25. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- **Section 26. Captions.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.
- **Section 27. Severability.** Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

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

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

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

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

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

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

#### ORANGE UNIFIED SCHOOL DISTRICT

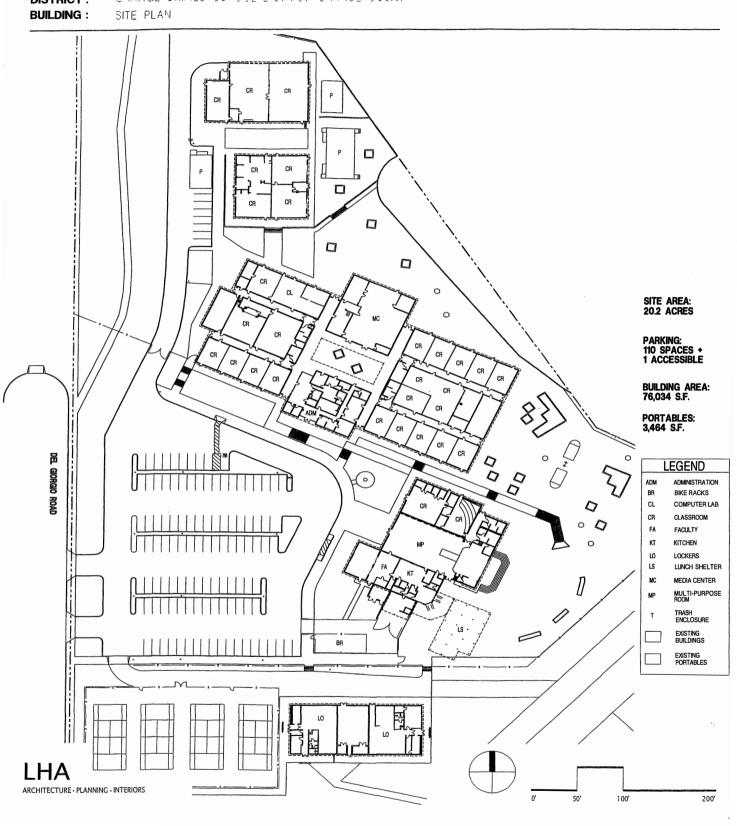
By:	
Title:	
EL RANCHO CHARTER SCHOOL	
Ву:	

#### **DESCRIPTION OF FACILITIES**

SCHOOL: EL RANCHO MIDDLE SCHOOL

ADDRESS: 181 SOUTH DEL GIORGIO ROAD
ANAHEIM, CALFORNIA 92808

DISTRICT: ORANGE UNIFIED SCHOOL DISTRICT ORANGE COUNTY



El Rancho Facilities Use Agreement Final Draft 081307 Page 11 of 11

TOPIC: SUPERINTENDENT'S GOALS AND OBJECTIVES FOR

2007-2008

DESCRIPTION: According to the Superintendent's contract, the Superintendent

shall develop and submit to the Board of Education by October 1<sup>st</sup> of each year the Superintendent's priority goals and objectives. These priority goals and objectives will be considered by the Board, modified as deemed necessary by

the Board, and approved.

The Superintendent's Goals and Objectives for the 2007-08 incorporate the four priority areas: 1) Personalization/Student Achievement; 2) Technology; 3) Facilities/Student Safety/Fiscal Responsibility; 4) Partnerships/Community Involvement. (See

attachment.)

FISCAL IMPACT: This item has no fiscal impact.

RECOMMENDATION: It is recommended that the Board of Education approve the

Superintendent's Goals and Objectives for 2007-2008 as

presented.

#### Superintendent's Goals for 2007/08 School Year

#### 1. Personalization/Student Achievement

- a. Expand educational options and programs for students to achieve educational success as evidenced by grade-level promotion and high school graduation.
- b. Focus the curriculum and master schedule at each school on the needs and aspirations of students and parents. Preliminary teaching assignments will be provided to staff by the last school day in June.
- c. Enhance the learning environment to promote inclusion of, and a positive relationship with, all students in the school community.
- d. Establish coordinated processes and systems that include appropriate departments and staff in the development and implementation of individual educational learning plans (ELPs) for all students.
- e. Assess the current Visual and Performing Arts program and recommend appropriate modifications based on the committee's Strategic Plan.
- f. Continue to increase student proficiency in the academic skills as evidenced by 100% pass rate for all high school students taking CAHSEE, and by all schools meeting or exceeding the Annual Yearly Progress (AYP) targets.
- g. Maximize teacher time in the classroom with students to improve student learning and achievement as evidenced by reduced use of substitute teachers.

#### 2. Technology

- Support legislation that will authorize the expansion of online course offerings to include all academic classes.
- Increase the use of the online Grade Book, Blackboard, and the Parent Portal by staff and parents.

#### 3. Facilities/Student Safety/Fiscal Responsibility

- a. Complete an assets management plan for the District's surplus real property.
- b. Update each school's site emergency and disaster preparedness plan.
- Implement a plan to finance the liability for post employment retirement benefits that complies with the new federal requirements under the Government Accounting Standards Board (GASB).
- d. Promote positive employee/employer relations through contract negotiations.

#### 4. Partnerships/Community Involvement

- a. Develop and implement a positive community relations program to foster partnerships with community groups, local businesses, and civic organizations.
- b. Maintain a high level of visibility for the District through participation of key staff in various professional and community activities.

AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE BOARD OF EDUCATION AND THE SUPERINTENDENT

**DESCRIPTION:** 

As a result of the satisfactory annual evaluation of the Superintendent by the Board of Education, and in recognition of exemplary employment of Dr. Godley with the Orange Unified School District, it is recommended that the Board of Education approve the Third Amendment to Dr. Godley's Employment Agreement providing:

- (1) Effective July 1, 2007, the annual salary of the Superintendent shall be \$240,236, and in recognition of Dr. Godley's exemplary employment with the Orange Unified School District since October 21, 2002, the Superintendent shall also receive annually a longevity increment of 2% and a yearly stipend of \$2,500 in recognition of the Superintendent's earned doctorate.
- (2) During the term of this Agreement, the Board of Education reserves the right to increase from time to time, and effective upon the date determined by the Board of Education, the salary payable to the Superintendent, dependent upon the Superintendent's performance and the financial condition of the District as determined by the Board of Education. Any adjustment in salary during the term of this Agreement shall be approved or ratified by the Board of Education and shall not operate as an extension of this Agreement.

All other terms and conditions of Dr. Godley's Employment Agreement shall remain in full force and effect.

FISCAL IMPACT:

As per the terms and conditions of the contract.

RECOMMENDATION:

It is recommended the Board of Education enter into a Third Amendment to the Employment Agreement between the Board of Education of the Orange Unified School District and Dr. Godley as stated above and that the Board President and Clerk are authorized to sign the Third Amendment on behalf of the Board of Education.

OUSD/Nichols Board Agenda August 23, 2007

## THIRD AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE ORANGE UNIFIED SCHOOL DISTRICT AND THOMAS A. GODLEY, Ed.D.

**WHEREAS**, there is a written Employment Agreement between the Board of Education of the Orange Unified School District ("District") and Thomas A. Godley, Ed.D. ("Dr. Godley"), dated March 10, 2005, which was effective July 1, 2005.

WHEREAS, the Board of Education and Dr. Godley desire to enter into this Third Amendment to the Employment Agreement. This amendment modifies the existing contract between the Board and Dr. Godley that is dated March 10, 2005, amended June 8, 2006 and amended January 18, 2007, for term to June 30, 2009.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the Board of Education and Dr. Godley to enter into this Third Amendment to Dr. Godley's Employment Agreement effective July 1, 2007, providing that Section 3., Terms and Conditions of Agreement, subsection A., Salary, shall be amended as follows

#### 1. Section 3.A. Salary

- (1) Effective July 1, 2007, the annual salary of the Superintendent shall be \$240,236, and in recognition of Dr. Godley's exemplary employment with the Orange Unified School District since October 21, 2002, the Superintendent shall also receive annually a longevity increment of 2% and a yearly stipend of \$2,500 in recognition of the Superintendent's earned doctorate.
- (2) During the term of this Agreement, the Board of Education reserves the right to increase from time to time, and effective upon the date determined by the Board of Education, the salary payable to the Superintendent, dependent upon the Superintendent's performance and the financial condition of the District as determined by the Board of Education. Any adjustment in salary during the term of this Agreement shall be approved or ratified by the Board of Education and shall not operate as an extension of this Agreement.

All other terms and conditions of Dr. Godley's Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Third Amendment to the Employment Agreement between the Board of Education of the Orange Unified School District and Thomas A. Godley, Ed.D.

## BOARD OF EDUCATION OF THE ORANGE UNIFIED SCHOOL DISTRICT

Kimberlee Nichols Board President		John H. Ortega Clerk of the Board	
		THOMAS A. GODLEY, Ed.D.	
	_	Thomas A. Godley, Ed.D. Superintendent of Schools	
Dated:	, 2007	·	

# INFORMATION/DISCUSSION ITEMS

STUDENT CALENDARS 2008/2009, 2009/2010, 2010/2011

**DESCRIPTION:** 

Proposed student calendars for traditional and single-track programs for the 2008/2009, 2009/2010, and 2010/2011 school years are presented to the Board of Education for information by the Orange Unified School District Student Calendar Committee.

Each year, the Board of Education is presented with recommended student calendars for the following three years. The calendar for the next school year is approved and the calendars two and three years out are tentatively approved. In order to provide greater lead time for planning, the Student Calendar Committee has moved up its approval timeline so that the Board is able to consider the recommended calendars well in advance of the implementation date. As a comparison, this year's 2007-08 student calendar was approved on January 18, 2007.

Attached are the following recommended student calendars for information:

- 2008-09 tentatively approved January 18, 2007
- 2009-10 proposed
- 2010-11 proposed

FISCAL IMPACT:

This item has no fiscal impact.

RECOMMENDATION:

It is recommended that the Board of Education receive, for information, the attached student calendars as the committee's recommendations.

#### ORANGE UNIFIED SCHOOL DISTRICT STUDENT CALENDAR 2008/2009

#### Serving the Communities of the Orange Unified School District for more than fifty years

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S-Track (45/15) T-Track (10 Month) FEBRUARY 2009 S-Track (45/15) T-Track (10 Month) MARCH 2009 S-Track (45/15) T-Track (10 Month) APRIL 2009 S-Track (45/15) T-Track (10 Month)	1 S 1 S V V	V V V 2 M M	3 T PC**Min 3 T	Imum 4 W	Day to State of the State of th	6 F 6 F 6 M V	7 S plana 7 S V V V	8 S S S S V V V V	9 M ordar 9 M V V	10 T 10 T M1 10 T M1	11 W spect 11 W	12 TH , Wes 12 TH	13 F H H t Oral 13 F M4	14 S nge 14 S	15 S 15 S 15 W	16 M H H 16 M	17 T 17 T	18 W 18 W M2	19 TH 19 TH 19 TH 19 S	20 F	21   S     21   T	22   S   S   S   S   S   W   W   22	23   M   23   M   V	7 24 T V	25 W V	26   TH   V     26   S	27   F   27   F   V	28   S   28   T	29   W	30 TH	<i>T</i> <b>V</b>
S-Track (45/15) T-Track (10 Month) FEBRUARY 2009 S-Track (45/15) T-Track (10 Month) MARCH 2009 S-Track (45/15) T-Track (10 Month) APRIL 2009 S-Track (45/15) T-Track (10 Month) MAY	1 S 1 W V	V   V     2   M	3 T *Min 3 T 3 F V M3	4 W W 4 S S	5 TH Day 1 5 TH	6 F 6 F 6 M V	7 S plana 7 S V V V	8 S S S S V V V V	9 M ordar 9 M W TH V	10 T 10, Pros 10 T M1	11 W spect 11 W S 11 S 11 S	12 TH , Wes 12 TH	13 F H H t Orar 13 F M4	14 S nge 14 S	15 S 15 S 15 W	16 M H H 16 M	17 T 17 T 17 F	18 W 18 W M2 18 S	19 TH 19 TH 19 TH 19 S	20 F	21 S	22   S   S   S   S   S   W   W   22	23   M   V	T	25 W V	26   TH   V     26   S     26     26     26     26     26     26       26	27   F   27   F   V   27   M	28   28   T     28   28	29   W	30 TH	7 V
S-Track (45/15) T-Track (10 Month) FEBRUARY 2009 S-Track (45/15) T-Track (10 Month) MARCH 2009 S-Track (45/15) T-Track (10 Month) APRIL 2009 S-Track (45/15) T-Track (10 Month) MAY 2009	1 S S V V T F F	V   V     2   M	3 T *Min 3 T 3 F V M3	4 W W 4 S S	5 TH Day 1 5 TH	6 F 6 F 6 M V	7 S plana 7 S V V V	8 S S S S V V V V	9 M ordar 9 M W TH V	10 T 10, Pros 10 T M1	11 W spect 11 W S 11 S 11 S	12 TH , Wes 12 TH	13 F H H t Orar 13 F M4	14 S nge 14 S	15 S 15 S 15 W	16 M H H 16 M	17 T 17 T 17 F	18 W 18 W M2 18 S	19 TH 19 TH 19 TH 19 S	20 F	21 S	22   S   S   S   S   S   W   W   22	23   M   W   V   23   TH	T	25   W V   V     25   S	26   TH   V     26   S     26     26     26     26     26     26       26	27   F   27   F   V   27   M	28   28   T     28   28	29   W	30 TH	7 V
S-Track (45/15) T-Track (10 Month) FEBRUARY 2009 S-Track (45/15) T-Track (10 Month) MARCH 2009 S-Track (45/15) T-Track (10 Month) APRIL 2009 S-Track (45/15) T-Track (10 Month) MAY 2009 S-Track (45/15) T-Track (10 Month) MAY 2009 S-Track (45/15) T-Track (10 Month)	1 S S V V T F F	V   V     2   M	3 T *Min 3 T 3 F V M3	4 W W 4 S S	5 TH Day 1 5 TH	6 F 6 F 6 M V	7 S plana 7 S V V V	8 S S S S V V V V	9 M ordar 9 M W TH V	10 T 10, Pros 10 T M1	11 W spect 11 W S 11 S 11 S	12 TH , Wes 12 TH	13 F H H t Orar 13 F M4	14 S	15 S 15 S 15 W	16 M H H 16 M	17 T 17 T 17 F	18 W 18 W M2 18 S	19 TH 19 TH 19 TH 19 S	20 F	21 S	22   S   S   S   S   S   P	23   M   W   V   23   TH	T	25   W   V	26   TH   V     26   S     26     26     26     26     26     26       26	27   F   27   F   V   27   M	28   28   T     28   28	29   W	30 TH	7 V
S-Track (45/15) T-Track (10 Month) FEBRUARY 2009 S-Track (45/15) T-Track (10 Month) MARCH 2009 S-Track (45/15) T-Track (10 Month) APRIL 2009 S-Track (45/15) MAY 2009 S-Track (45/15)	1 S S V V T F F	V   V     2   M	3 T *Min 3 T 3 F V M3	4 W W 4 S S	5 TH Day 1 5 TH	6 F 6 F 6 M V	7 S plana 7 S V V V	8 S S S S V V V V	9 M ordar 9 M W TH V	10 T 10, Pros 10 T M1	11 W spect 11 W S 11 S 11 S	12 TH , Wes 12 TH	13 F H H t Orar 13 F M4	14 S nge 14 S	15 S 15 S 15 W	16 M H H 16 M	17 T 17 T 17 F	18 W 18 W M2 18 S	19 TH 19 TH 19 TH 19 S	20 F	21 S	22   S   S   S   S   S   P	23   M   W   V   23   TH	T	25   W   V	26   TH   V     26   S     26     26     26     26     26     26       26	27   F   27   F   V   27   M	28   28   T     28   28	29   W	30 TH	7 V
S-Track (45/15) T-Track (10 Month) FEBRUARY 2009 S-Track (45/15) T-Track (10 Month) MARCH 2009 S-Track (45/15) T-Track (10 Month) APRIL 2009 S-Track (45/15) T-Track (10 Month) MAY 2009 S-Track (45/15) T-Track (10 Month) MAY 2009 S-Track (45/15) T-Track (10 Month)	1 S 1 W V	V   V     2   M	3 T *Mini 3 T V M3	4   W     4   W     4   S   S     4   M   M   M   M   M   M   M   M	5   TH     5   TH     5   S     5   T	6 F for Es 6 F V V V	7 S Plana 7 S V V V T 7 TH	8 S S S S S S S S S S S S S S S S S S S	9   M     9   M     1   1   1   1   1   1   1   1	10   T   10   T   M1   10   F   V   V   10   S	11 W spect 11 S 11 M	12 TH , Wes 12 TH	13 F H H t Orai 13 F M4	14 S	15 S S S S S S S S S S S S S S S S S S S	16 M H H 16 M	17 T 17 T 17 F	18 W M2 18 S 18 S	19 TH 19 TH 19 TH 19 S	20 F	21   S     21   T     T     T     T     T     T     T	22   S   22   S   22   W   22   F	23   M   V	24   T   V     24   F	25 W V 25 S	26   TH   V     26   T	27   F	28   S     28   T	29   W   29   F	30 TH	7 V
S-Track   (45/15)   T-Track   (10 Month)	1 S 1 W V	V   V   2   M	3 T *Mini 3 T V M3	4   W     4   S     4   M   M     4     4     4     4	5   TH     5   TH     5   S     5   T	6 F 6 F V V V 6 6 W	7 S plana 7 S V V V 7 TH	8 S S S S S S S S S S S S S S S S S S S	9   M     9   M     1   1   1   1   1   1   1   1	10   T   10   T   M1   10   F   V   V   10   S	11 W spect 11 S 11 M	12   TH	13 F H H t Orai 13 F M4	14 S nge 14 S 14 T	15 S S S S S S S S S S S S S S S S S S S	16 M H H 16 M 16 TH	17 T 17 T 17 F 17 S	18 W M2 18 S 18 M	19 TH 19 TH 19 TH 19 S	20 F   20   M   W   20	21   S     21   T	22   S   22   S   22   W   22   F	23   M   V	24   T   V     24   F	25 W V V 25 S 25 M H H	26   TH   V     26   T	27   F   V     27   M	28   S     28   T	29   W   29   F   29	30 TH 30 S	7 V
S-Track (45/15) T-Track (10 Month) FEBRUARY 2009 S-Track (45/15) T-Track (10 Month) MARCH 2009 S-Track (45/15) T-Track (10 Month) APRIL 2009 S-Track (45/15) T-Track (10 Month) MAY 2009 S-Track (45/15) T-Track (10 Month) JUNE 2009	1 S V V I F M	V   V   2   M	3 T *Mini 3 T V M3	4   W     4   S     4   M   M     4     4     4     4	5 TH Day 1 5 TH	6 F 6 F V V V 6 6 W	7 S plana 7 S V V V 7 TH	8 S S S S S S S S S S S S S S S S S S S	9 M 9 M V V V 9 S S 9 T	10   T   10   T   M1   10   F   V   V   10   S	11 W Spect 11 W S S S S S S S S S S S S S S S S S	12 TH , Wes 12 TH	13 F H H t Orai 13 F M4	14 S nge 14 S 14 T	15 S S S S S S S S S S S S S S S S S S S	16 M H H 16 M 16 TH	17 T 17 T 17 F 17 S	18 W M2 18 S 18 M M M M M M M M M M M M M M M M M M	19 TH 19 TH 19 TH 19 S	20 F   20   M   W   20	21   S     21   T	22   S	23   M   V	24   T   V     24   F	25   V     25   S	26   TH   V     26   S     26   T	27   F   V     27   M	28   S     28   T	29   W   29   F   29   M	30 TH 30 S 30 T	7 V
S-Track (45/15) T-Track (10 Month) FEBRUARY 2009 S-Track (45/15) T-Track (10 Month) MARCH 2009 S-Track (45/15) T-Track (10 Month) APRIL 2009 S-Track (45/15) T-Track (10 Month) MAY 2009 S-Track (45/15) T-Track (10 Month) JUNE 2009 S-Track (45/15)	1 S V V I F M	V   V   2   M	3 T *Mini 3 T V M3	4   W     4   S     4   M   M     4     4     4     4	5 TH Day 1 5 TH	6 F 6 F V V V 6 6 W	7 S plana 7 S V V V 7 TH	8 S S S S S S S S S S S S S S S S S S S	9 M 9 M V V V 9 S S 9 T	10   T   10   T   M1   10   V   V   10   S   10   W   W	111 W Spect 111 W S S S S S S S S S S S S S S S S S	12   TH   12   TH   12   TH   12   TH   12   T   Th   12   T   Th   12   T   Th   12   Th   13   Th   14   Th   15   Th   15	13 F H H t Orai 13 F M4	14 S 14 S 14 T 14 TH	15 S S S S S S S S S S S S S S S S S S S	16 M H H 16 M 16 TH	17 T 17 T 17 F 17 S 17 W V	18 W M2 18 S 18 M M M2 18 TH V	19 TH 19 TH 19 S 19 T 19 S	20 F   20   M   W   20	21   S     21   T	22   S	23   M   V	24   T   V     24   F	25   W   V	26   TH	27   F   V     27   M	28   S     28   T	29   W   29   F   29   M   V	30 TH 30 S 30 T	7 V

#### **LEGEND**

V Vacation - School not in session

H Holiday

T Teacher Prep Day/Non-Student Day

FD First Day of School

SD Staff Development/Non-Student Day

PC Parent Conference - Elementary Minimum Day

LD Last Day - Minimum Day

M1 Min Day - Elementary S-Track

M2 Min Day - El Rancho

M3 Min Day - High School/Elementary T-Track

M4 Min Day - End of Trimester Cerro Villa, Portola, Santiago & Yorba MS

M5 Min Day - High School

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#### GRADING CALENDAR

S Track
End of Quarter 1 .... Sept. 19, 2008
End of Quarter 2 .... Dec. 19, 2008
End of Quarter 3 .... Mar. 20, 2009
T Track
End of Quarter 1 ..... Oct. 31, 2008

End of Semester 1.......Apr. 3, 2009 End of Semester 1......Apr. 3, 2009 End of Trimester 1......Apr. 2008 End of Trimester 2...Mar. 13, 2009

Revised 05/03/2007

**PROPOSED** 

#### **ORANGE UNIFIED SCHOOL DISTRICT** STUDENT CALENDAR

2009/2010

SINGLE-TRACK YEAR-ROUND AND TRADITIONAL TRACK

JULY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2009	W	TH	F	S	S	М	T	W	TH	F	S	S	М	T	W	TH	F	S	S	М	T	W	TH	F	S	S	М	T	W	TH	F
5 Track S (45/15)	V	٧	V			٧	٧	٧	٧	٧			٧	V	٧	٧	٧			٧	٧		SD	T			FD				
0 Track T (10 Month)	V	٧	V		L	٧	V	V	V	٧			V	V	٧	٧	V			٧	٧	٧	٧	٧			٧	٧	٧	V	٧
AUGUST	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2009	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	7 T	W	TH	F	S	S	M
21 Track S (45/15)	+	-						Ť	-				***		H	_	100	,				-	-		,			,	Ť		
O Track T (18 Month)			٧	٧	٧	٧	٧			٧	٧	٧	٧	٧			٧	٧	٧	٧	٧		$\neg$	٧	٧	٧	٧	٧			SD
	-		-			····																									
SEPTEMBER	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
2009	T	W	TH	F	S	S	М	T	W	TH	F	S	S	М	Τ	W	TH	F	S	S	М	T	W	TH	F	S	S	М	T	W	
18 Track S (45/15)		_		ļ	_		Н	ļ	ļ						M1						PC	PC	PC*	PC	PC+			٧	٧	٧	
19 Track T (10 Month)	SD	T	FD			L	Н		L				<u> </u>					1.0					*M2			le Mi	-/DC	Day	Calle		Cambri
																							WIZ		* 1						Cambri on, Tai
OCTOBER	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2009	TH	F	S	S	М	T	W	TH	F	S	S	М	T	W	TH	F	S	S	М	T	W	TH	F	S	S	М	T	W	TH	F	S
9 Track S (45/15)	٧	٧			٧	٧	٧	٧	٧			٧	٧	٧	٧	٧												SD			
21 Track T (10 Month)							L																				L	SD			
NOVEMBER	-	2	3	1	5	6	7	8	0	10	11	12	12	14	15	16	17	18	10	20	21	22	23	24	25	26	27	20	20	20	ı
2009	1 S	M	T	W W	TH	F	S	S	9 M	10 T	W	TH	13 F	14 S	15 S	16 M	17 T	18 W	19 TH	20 F	S	22 S	23 M	Z4 T	25 W	TH	F	28 S	29 S	30 M	
17 Track S (45/15)	1	101	-		111	'	Ü	-	101	,	H	111		3	0	IVI	,	77				٠	101	1	V	H	Н	0	-	191	
17 Track T (10 Month)						M3			PC	PC	Н	PC	PC			PC*									V	Н	Н				
														-	-	*No	Min/	PC D	ay - E	splan	ade,	Jorda	an, Pı	ospe	ct, W	est C	rang	€			
DECEMBER	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2009	T	W	TH	F	S	S	М	T	W	TH	F	S	S	М	T	W	TH	F	S	S	М	T	W	TH	F	S	S	М	T	W	TH
14 Track S (45/15)		-	ļ	20.0				M1				_	_		PC*	M2	<b> </b>				V	V	V	Н	H			V	V	٧	Н
14 Track T (10 Month)	L	L	<u> </u>	M4	L	L			<u> </u>	L			<u> </u>		*Mi	nimu	m Dat	y - Ca	iforni	a Ca	V	V ne F	V	H /en H	H	Iam	neon	V	V	V	Н
JANUARY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2010	F	S	S	М	T	W	TH	F	S	S	М	T	W	TH	F	S	S	М	T	W	TH	F	S	S	М	T	W	TH	F	S	S
14 Track S (45/15)	Н			٧	٧	٧	٧	٧										Н													
19 Track T (10 Month)	H														<u> </u>	<u> </u>	L	Н										M5	M3	<u> </u>	
FEBRUARY		1 2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	1		
2010	1 M	2 T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	7 T	W	TH	F	S	S	1		
18 Track S (45/15)	107		,,,	1		-	<u> </u>	- 101		,,,	111	H	٦	-	H		-	711		-	Ŭ	191	,	**	111		-	1	1		
18 Track T (10 Month		PC.										Н		1	Н											1		T	1		
		_	_	m Day	_	_	nade,					-																	-		
MARCH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2010	М	T	W	TH	F	S	S	М	T	W	TH	F	S	S	М	T	W	TH	F	S	S	M V	V	V	TH	F	S	S	W	V	V
15 Track S (45/15) 23 Track T (10 Month)		-	-	-		-	$\vdash$		M1			M4	-	┼			M2			-		V	V	V	V	V	-	$\vdash$	V	<b>⊢</b> V	V
23 Hack I (19 Month)	· I			1				1		1				1				L			L				•	1				1	
APRIL	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
2010	TH	F	S	S	М	T	W	TH	F	S	S	М	T	W	TH	F	S	S	М	T	W	TH	F	S	S	М	T	W	TH	F	
15 Track S (45/15)	٧	٧	1	_	V	٧	٧	٧	٧	_			<b> </b>					_			_		<b> </b>	<u> </u>	_						
17 Track T (10 Month		M3	<u> </u>		V	V	٧	٧	V					1			<u> </u>	<u> </u>		<u> </u>	L			L	<u></u>		1	<u> </u>	100	1	
MAY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2010	S	S	M	T	W	TH	F	S	S	M	7	W	TH	F	S	S	M	T	W	TH		S	S	M	T	W	TH		S	S	M
20 Track S (45/15)	Ť	Ť						Ė	Ť						Ė	Ē	7	Ė				Ė	Ė						Ė	Ť	H
20 Track T (10 Month																															Н
		1 -	1 -			T -			-	1 45		1 72	T 22	1	1 7-	1 /-	T :-	T /=		T ==		T 6-	1 65	16:	1 65	1 65	1	1	1	T ==	7
JUNE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29		4
2010	T	W	TH	F	S	S	М	T	W	TH	F	S	S	М	T	W	TH	F LD	S	S	T	V	W	TH	-	S	S	W V	V	V	
14 Track S (45/15) 12 Track T (10 Month	1			-	$\vdash$	$\vdash$		-				$\vdash$	+-		862	Į,	T	V	-	+-	V	V	V	V	V	+	+	V			
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#### **LEGEND**

- Vacation School not in session
- Holiday
- Teacher Prep Day/Non-Student Day
- FD First Day of School
- Staff Development/Non-Student Day
- PC Parent Conference Elementary Minimum Day
- Last Day Minimum Day
- Min Day Elementary S-Track Min Day El Rancho M1
- M2
- Min Day High School/Elementary T-Track
- Min Day End of Trimester Cerro Villa, Portola, Santiago & Yorba MS
- Min Day High School

Labor Day ......(Mon.) Sept. 7, 2009 Veterans Day ...... (Wed.) Nov. 11. 2009 Martin Luther King Jr. Day..... (Mon.) Jan. 18, 2010 Lincoln Day......(Fri.) Feb. 12, 2010 Washington ay.....(Mon.) Feb. 15, 2010 Memorial Day..... (Mon.) May 31, 2010

#### S Track End of Quarter 1....Sept. 25, 2009 End of Quarter 2.....Dec. 18, 2009 End of Quarter 3..... Mar. 19, 2010 T Track

End of Quarter 1......Nov. 6, 2009 End of Semester 1 .. Jan. 29, 2010 End of Quarter 3......Apr. 2, 2010 End of Trimester 1....Dec. 4, 2009 End of Trimester 2 .. Mar. 12, 2010

As of 07/17/2007

**PROPOSED** 

#### **ORANGE UNIFIED SCHOOL DISTRICT** STUDENT CALENDAR

2010/2011

SINGLE-TRACK YEAR-ROUND AND TRADITIONAL TRACK

JULY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2010	TH	F	S	S	M	T	W	TH	F	S	S	М	Τ	W	TH	F	S	S	М	T	W	TH	F	S	S	М	T	W	TH	F	S
5 Track S (45/15)	٧	٧		<u> </u>	٧	٧	٧	٧	٧			٧	٧	٧	٧	٧			٧	٧	SD	SD	T			FD					
0 Track T (10 Month)	٧	V			V	٧	V	٧	٧			٧	٧	٧	٧	٧			٧	٧	٧	٧	٧			٧	V	٧	٧	V	
AUGUST		2	3	4	5	6	7	8	9	10	11	10	40	11	15	16	47	40	19	20	21	22	22	24	25	26	27	20	29	20 [	31
2010	1 S	M	T	W	TH	F	S	S	М	T	W	12 TH	13 F	14 S	15 S	16 M	17 T	18 W	TH	F	S	22 S	23 M	24 T	W	TH	F	28 S	S	30 M	7 T
22 Track S (45/15)	3	IVI	1	"	1	<u>'</u>		0	177	'	**	111	,	<u>.</u>	0	IVI	,	77	111	,	9	J	IVI	1	77	111	'	J	3	IVI	-
O Track T (10 Month)		٧	٧	٧	V	V			٧	٧	٧	٧	٧			٧	٧	٧	٧	٧			٧	٧	٧	٧	٧			SD	SD
		<u> </u>																								-					
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#### **LEGEND**

- Vacation School not in session
- Н
- Teacher Prep Day/Non-Student Day Т
- FD First Day of School
- SD Staff Development/Non-Student Day
- PC Parent Conference Elementary Minimum Day
- LD
- Last Day Minimum Day Min Day Elementary S-Track M1
- M2 Min Day El Rancho
- M3 Min Day - High School/Elementary T-Track
- Min Day End of Trimester Cerro Villa, Portola, Santiago & Yorba MS M4
- M5 Min Day - High School

#### S Track Veterans Day .....(Thurs.) Nov. 11. 2010

Thanksgiving Break...... Nov. 24 – 26, 2010 

Lincoln Day ......(Fri.) Feb. 18, 2011

Washington Day.....(Mon.) Feb. 21, 2011 Spring Break ..... ...... April 4 – 8, 2011 . (Mon.) May 30, 2011 Memorial Day.....

End of Quarter 1.... Sept. 24, 2010 End of Quarter 2.....Dec. 17, 2010

End of Quarter 3 ..... Mar. 18, 2011 T Track

End of Quarter 1......Nov. 5, 2010 End of Semester 1.. Jan. 28, 2011 End of Quarter 3......Apr. 1, 2011

End of Trimester 1....Dec. 3, 2010 End of Trimester 2.. Mar. 11, 2011

As of 07/17/2007

TOPIC: REARRANGEMENT OF THE ORANGE UNIFIED SCHOOL

**DISTRICT TRUSTEE AREAS** 

DESCRIPTION: The District's trustee area boundaries were established in

1974. Due to the significant population shifts in the District and housing developments as proposed, it is timely that discussion takes place regarding rearrangement of the District

trustee areas to reflect those population shifts.

FISCAL IMPACT: This item has no fiscal impact.

RECOMMENDATION: It is recommended that the Board of Education discuss the

rearrangement of the District's trustee areas.

## CONSENT ITEMS

 $Routine\ \textit{ITems acted upon in one motion unless pulled for discussion and separate\ action.}$ 

**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:

\$6,704,194.42

**RECOMMENDATION:** 

It is recommended that the Board of Education approve the Purchase Orders List dated June 11 through June 30, 2007 in the amount of \$3,653,339.81 and the Purchase Orders List dated July 9 through August 12, 2007 in the amount of \$6,704,194.42.

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: \$13,765,573.63

RECOMMENDATION: It is recommended that the Board of Education approve the

Warrants List dated July 1 through August 12, 2007 in the

amount of \$13,765,573.63.

**GIFTS** 

**DESCRIPTION:** 

The following gift(s) and attached list of cash donations were donated to District.

- Framed and matted artwork to the Orange Every Day Program, donated by Vital Designs, Inc.
- Brother Intellifax machine to Imperial Elementary School, donated by Imperial PTA

FISCAL IMPACT:

This item has no fiscal impact.

**RECOMMENDATION:** 

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

#### DONATIONS July 1 - August 10, 2007

To:

Thomas A. Godley, Ed.D. Superintendent of Schools

From:

Joe Sorrera

Administrative Director, Fiscal Services

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

Abate #	Date Posted	School/Description	Amount
810004	07/11/07	COMMUNITY RECREATION PROGRAM - SUMMER COACHES STIPENDS	\$108,440.00
810019	07/16/07	ORANGE EDUCATION FOUNDATION - FRESHMAN FOUNDATION BOOKS	\$12,000.00
		FELIX CONTINENTAL - ORANGE EVERYDAY CAMPAIGN	\$100.00
		BASF CORPORATION - ORANGE EVERYDAY CAMPAIGN	\$150.00
		STATEK CORPORATION - ORANGE EVERYDAY CAMPAIGN	\$150.00
810026	07/19/07	DATA AIRE, INCORPORATED - ORANGE EVERYDAY CAMPAIGN	\$500.00
		ORANGELAND RECREATION - ORANGE EVERYDAY CAMPAIGN	\$100.00
		ANAHEIM POLICE ASSOCIATION - ORANGE EVERYDAY CAMPAIGN	\$100.00
810035	07/30/07	IMPERIAL PTA - COMPUTER LEASE	\$2,374.00
810059	08/07/07	COMMUNITY RECREATION PROGRAM - SUMMER COACHES STIPENDS	\$74,042.00
810061	08/07/07	RUNNING SPRINGS PTA - PE AIDE	\$2,600.00
		VILLA PARK HIGH SCHOOL - ASB - SALARY	\$1,215.39
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#### **CONTRACT SERVICES REPORT – BUSINESS SERVICES**

**DESCRIPTION:** 

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

## SCHOOL INNOVATIONS & ADVOCACY

Staff recommends contracting with School Innovations & Advocacy for the processing of mandated costs reimbursement claims for fiscal year 2006/07 and 2007/08 estimated claims. With the ongoing effort of the various public agencies to seek reimbursement for state-mandated activities, there is an ever-increasing number of areas in which to seek monetary restitution. The state reimburses 100% of the cost for the contracted services for preparing and filing of mandated costs reimbursement claims.

General Fund......not-to-exceed......\$40,300 01.00-0000-0-5850-0000-7300-401-401-000 (Sorrera)

#### **PATTY MAIZE**

Patty Maize, with extensive experience in parent and student outreach, will provide services to the District Nutrition Network from April 2007 through September 2007. Services will include working with 12 Orange High School students to promote nutrition and physical activity in the community and campus. The source of funding will be the District's special Nutrition Network funds granted to Orange Unified School District Nutrition Network program this school year specifically for "youth empowerment in nutrition."

Categorical Funds......not-to-exceed......\$4,000 01.00-9514-0-5850-1132-1000-423-423-000 (Pollock)

## JOYCE INSPECTIONS & TESTING, INC.

The District needs the services of a qualified Division of the State Architect (DSA) inspector to oversee the on-site inspection of restroom repairs and access upgrades in Building 400 at Villa Park High School. Joyce Inspections is qualified and can provide the required on-site inspection. The fee will also include in-plant welding, on-site welding and masonry inspection.

Deferred Maintenance.....not-to-exceed......\$9,715 14.00-6205-0-6200-0000-8500-394-410-000 (Harlin)

## JOYCE INSPECTIONS & TESTING, INC.

14.00-6205-0-6200-0000-8500-390-410-000 14.00-6205-0-6200-0000-8500-245-410-000

14.00-6205-0-6200-0000-8500-265-410-000 (Harlin)

## **EVOLUTION SYSTEMS, INC.**

The District utilizes a computerized system to control and monitor heating, ventilation and air conditioning at several school sites. Evolution Systems, Inc. will provide the necessary training to the District's energy managers on the ComfortView energy management software (EMS).

Business Services / Energy Mgmt . . . not-to-exceed . . \$1,100 01.00-0000-0-5850-0000-8200-401-401-000 (Davis)

### PUBLIC ECONOMICS, INC.

The District currently utilizes the services of Public Economics to provide professional analyses and consultation on various economic matters concerning public finance issues, i.e., redevelopment agreements, community facility districts and bond sales. The District needs to enter into a new agreement for the 2007-2008 fiscal year.

General Fund......not-to-exceed......\$25,000 01.00-0000-0-5850-0000-7300-401-401-000 (Christensen/Sorrera)

FISCAL IMPACT:

\$100,152

RECOMMENDATION:

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

ACCEPTANCE OF COMPLETED CONTRACT(S) AND FILING OF NOTICE(S) OF COMPLETION

**DESCRIPTION:** 

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

## BID NO. 566 – Unit Price Contract – Replace, repair and add asphalt in various locations at Canyon High School

Project(s):

Canyon High School

**Board Approval:** 

August 24, 2006 704084

Original Purchase Order: Completion Date:

July 9, 2007

Contractor:

Universal Asphalt Co.

Original Project Amount: Change Order(s) Amount: \$45,865.72 \$ - 0 -

Total Project Amount:

\$45,865.72

Fund(s):

General Fund (01)

### BID NO. 570 – Unit Price Contract – Replace Isolation Valves for Each Building; Sewer Repair

Project(s):

Yorba Middle School

**Board Approval:** 

August 24, 2006

Original Purchase Order:

705611 July 6, 2007

Completion Date: Contractor:

Verne's Plumbing

Original Project Amount: Change Order(s) Amount: \$66,906.42 \$ - 0 -

Total Project Amount:

\$66,906.42

Fund(s):

Deferred Maintenance (14)

## BID NO. 570 – Unit Price Contract – Install new fixtures in restrooms, jetting and pipe scope, replace gate & ball valves and sewer repair

Project(s):

Cerro Villa Middle School

Board Approval:

August 24, 2006

Original Purchase Order:

706696, 706233, 705234

Completion Date: Contractor:

June 28, 2007 Verne's Plumbing

Original Project Amount:

\$28,938.12 \$ - 0 -

Change Order(s) Amount: Total Project Amount:

\$28,938.12

Fund(s):

Deferred Maintenance (14)

### BID NO. 570 – Unit Price Contract – Run new water in Bldg G & emergency sewer repair in the street

Project(s):

District Office

Board Approval:
Original Purchase Order:

August 24, 2006 705966, 707184

OUSD/Archibald/Christensen/Kemp

Board Agenda August 23, 2007 Completion Date: July 27, 2007 Contractor: Verne's Plumbing

Original Project Amount: \$52,952.54 Change Order(s) Amount: \$ - 0 -Total Project Amount: \$52,952.54

Fund(s): General Fund (01)

### BID NO. 577 – Unit Price Contract – Installation of projectors in 17 classrooms

Project(s): Orange High School Board Approval: March 29, 2007

Original Purchase Order: 706400 Completion Date: July 3, 2007

Contractor: Stone Electric, Inc.

Original Project Amount: \$17,950.00 Change Order(s) Amount: \$ - 0 -Total Project Amount: \$17,950.00

Fund(s): General Fund (01)

## BID NO. 589 - Unit Price Contract - Remove & replace the asphalt in the parking lot

Project(s): Crescent School Board Approval: May 24, 2007

Original Purchase Order: 707087, 917087, 927087

Completion Date: July 27, 2007 Contractor: Terra Pave, Inc. Original Project Amount: \$371,926.60

Change Order(s) Amount: \$ 25,864.00 (For unforeseen

site conditions requiring overexcavation, & installation of

geofabric on subgrade)

Total Project Amount: \$397,790.60

Fund(s): Deferred Maintenance (14)

The District typically funds change orders with monies from the original source. If there were no additional monies available, then the District would fund the change through the balance reserve account.

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

FISCAL IMPACT: No additional fiscal impact.

RECOMMENDATION: It is recommended that the Board of Education accept the above

contract(s) as complete, authorize staff to file appropriate notice(s) of completion and release the retention payment(s) to the

contractor(s).

APPROVAL TO UTILIZE CMAS CONTRACTS FOR AT&T, PAC BELL, SBC DATA COMM TELECOMMUNICATIONS EQUIPMENT AND RELATED ITEMS

**DESCRIPTION:** 

The California Multiple Award Schedules (CMAS) contracts are established using products, services and prices from already existing competitively assessed and cost compared multiple award contracts. The products, equipment, services and prices are primarily from the federal General Services Administration (GSA) multiple award schedule, but not exclusively. California contract terms and conditions and procurement codes and policies are added to these products, equipment, services and prices by the District.

The District's Purchasing Department has considered procurement methods for the purchase of AT&T, Pacific Bell Telephone Co., SBC Data Comm. telecommunications equipment and related items and finds that, as applicable it is in the best interest of the District to procure those items utilizing the below identified CMAS contracts:

Contract Numbers: 3-03-70-0255M

3-05-00-0271F

Contractors:

AT&T, Pacific Bell Telephone Co., SBC

Data Comm.

At this time, it is planned to procure telecommunications equipment including digital telephones and associated items to support existing and future requirements for various sites and departments during the current fiscal year.

**FISCAL IMPACT:** 

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

RECOMMENDATION:

It is recommended that the Board of Education approve procurement of AT&T, Pacific Bell Telephone Co., SBC Data Comm. telecommunications equipment utilizing the listed CMAS contracts, as required.

BID NO. 566: APPROVAL OF UNIT PRICE CONTRACT -

RENEWAL FOR ASPHALT SERVICES

**DESCRIPTION:** 

In August 2005, the firm of Universal Asphalt Co., Inc. was competitively awarded a Unit Price Contract (UPC) for asphalting services as required by the District. The contract provides for an initial one-year term, followed by two one-

year options.

The District has utilized the UPC and is satisfied with the performances. Accordingly, the UPC should be renewed for

a third year to support continuing District needs.

FISCAL IMPACT:

Expenditures are made from all sites, programs and department budgets. This is not a request for any additional

budgetary appropriation.

RECOMMENDATION:

It is recommended that the Board of Education authorize staff to exercise the second annual option and renew the Unit Price Contract Bid 566 with Universal Asphalt Co., Inc.

for a third year.

TOPIC: BID NO. 568: APPROVAL OF UNIT PRICE CONTRACT -

RENEWAL FOR FLOORING SERVICES

DESCRIPTION: In August 2005, the firm of JJJ Floor Covering, Inc. was

competitively awarded a Unit Price Contract (UPC) for flooring services as required by the District. The contract provides for an initial one-year term, followed by two one-

year options.

The District has utilized the UPC and is satisfied with the performances. Accordingly, the UPC should be renewed for

a third year to support continuing District needs.

FISCAL IMPACT: Expenditures are made from all sites, programs and

department budgets. This is not a request for any additional

budgetary appropriation.

RECOMMENDATION: It is recommended that the Board of Education authorize

staff to exercise the second annual option and renew the Unit Price Contract Bid 568 with JJJ Floor Covering, Inc. for

a third year.

TOPIC: BID NO. 569: APPROVAL OF UNIT PRICE CONTRACT -

RENEWAL FOR GENERAL CONTRACTING SERVICES

DESCRIPTION: In August 2005, the firm of Osowski Construction Co. was

competitively awarded a Unit Price Contract (UPC) for general contracting services as required by the District. The contract provides for an initial one-year term, followed by two

one-year options.

The District has utilized the UPC and is satisfied with the performances. Accordingly, the UPC should be renewed for

a third year to support continuing District needs.

FISCAL IMPACT: Expenditures are made from all sites, programs and

department budgets. This is not a request for any additional

budgetary appropriation.

RECOMMENDATION: It is recommended that the Board of Education authorize

staff to exercise the second annual option and renew the Unit Price Contract Bid 569 with Osowski Construction Co.

for a third year.

TOPIC: BID NO. 570: APPROVAL OF UNIT PRICE CONTRACT -

RENEWAL FOR PLUMBING SERVICES

DESCRIPTION: In August 2005, the firm of Verne's Plumbing was

competitively awarded a Unit Price Contract (UPC) for plumbing services as required by the District. The contract provides for an initial one-year term, followed by two one-

year options.

The District has utilized the UPC and is satisfied with the

performances. Accordingly, the UPC should be renewed for

a third year to support continuing District needs.

FISCAL IMPACT: Expenditures are made from all sites, programs and

department budgets. This is not a request for any additional

budgetary appropriation.

RECOMMENDATION: It is recommended that the Board of Education authorize

staff to exercise the second annual option and renew the Unit Price Contract Bid 570 with Verne's Plumbing for a third

year.

BID NO. 590: APPROVAL OF AWARD RESCISSION, AND AWARD OF PROJECT: REPLACEMENT OF FIRE ALARM SYSTEM – VILLA PARK ELEMENTARY SCHOOL

**DESCRIPTION:** 

This public works project consists of providing a campuswide fire alarm system upgrade in accordance with blueprint specifications. The contractor provides all components, labor, materials, tools, equipment, supplies, etc. to successfully complete the project as required. A 60-day schedule is anticipated.

This project contract award was originally awarded on June 21, 2007 to JAM Fire Protection. However, after award it became apparent that JAM Fire Protection lacked a particular equipment installation certification as required by the District contract specification. After District reviews, the awardee and District agreed to rescission of the award. There have been no performances or agreements executed. Accordingly, it is recommended that the Board approve the rescission of the original award and award Bid 590 to the lowest responsible bidder.

#### **BIDS RECAPITULATION**

DIDDED	DID
BIDDER	BID
JAM Fire Protection (rescinded)	\$179,850
*Time & Alarm Systems	\$198,767
Minco Construction	\$207,700
FEI Enterprises	\$269,000

Lowest Responsible Bidder

FISCAL IMPACT:

\$198.767

14.00-6205-0-6200-0000-8500-265-410-000

RECOMMENDATION:

It is recommended that the Board of Education approve the rescission of award of Bid No. 590 to JAM Fire Protection and award Bid No. 590 for the replacement of the fire alarm system at Villa Park Elementary School to Time and Alarm Systems.

#### BID NO. 590

#### REPLACEMENT OF FIRE ALARM SYSTEM AT VILLA PARK ELEMENTARY SCHOOL

Bid Opening Date:

June 11, 2007

Department Requesting Project:

**Support Operations** 

Publication Dates:

May 10 & May 17, 2007 Orange County Register

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

Amd Construction

Giannelli

CST Environmental First Fire Systems, Inc.

James Lawrence Osowski Time & Alarm Systems

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

Associated General Construction

**Reed Construction Data** 

Bid America

F.W. Dodge/McGraw-Hill Dodge

Construction Bid Board, Inc.

Mandatory job walk and/or project conference attended by:

Fei Enterprises

M.C.E.C.

First Fire Systems, Inc.

Minco Construction

Giannelli Electric, Inc.

S.G.I.

Jam Fire

Time & Alarm System

Bids submitted by:

FEI Enterprises
JAM Corporation

Minco Construction

Time & Alarm Systems

Bid opening attended by:

Rico Gallarza, FEI Enterprises

Joseph Brennan, JAM Corporation

John Farag, Minco Construction

Mike Sturgeon, S.G.I.

Gary Maret, Time & Alarm Systems

Katie Baker, OUSD

Karen Hungerford, OUSD

BID NO. 591: APPROVAL OF AWARD RESCISSION, AND AWARD OF PROJECT: REPLACEMENT OF FIRE ALARM SYSTEM – FLETCHER ELEMENTARY SCHOOL

**DESCRIPTION:** 

This public works project consists of providing a campuswide fire alarm system upgrade in accordance with specifications including the District project manual and blueprint specifications. The contractor provides all components, labor, materials, tools, equipment, supplies, etc. to successfully complete the project as required. A 60day schedule is anticipated.

This project contract award was originally awarded on June 21, 2007 to JAM Fire Protection. However, after award it became apparent that the JAM Fire Protection lacked a particular equipment installation certification as required by the District contract specification. After District reviews, the awardee and District agreed to rescission of the award. There have been no performances or agreements executed. Accordingly, it is recommended that the Board approve the rescission of the original award and award Bid 591 to the lowest responsible bidder.

#### **BIDS RECAPITULATION**

BIDDER	BID
JAM Fire Protection (rescinded)	\$122,780
*Time & Alarm Systems	\$155,546
FEI Enterprises	\$171,000
Minco Construction	\$197,700

<sup>\*</sup> Lowest Responsible Bidder

FISCAL IMPACT:

\$155.546

14.00-6205-0-6200-0000-8500-245-410-000

RECOMMENDATION:

It is recommended that the Board of Education approve rescission of award Bid No. 591 to JAM Fire Protection and award Bid No. 591 for the replacement of the fire alarm system at Fletcher Elementary School to Time and Alarm Systems.

#### **BID NO. 591**

#### REPLACEMENT OF FIRE ALARM SYSTEM AT FLETCHER ELEMENTARY

Bid Opening Date:

June 11, 2007

Department Requesting Project:

**Support Operations** 

Publication Dates:

May 10 & May 17, 2007 **Orange County Register** 

The following vendors were provided a public notice calling for bids: AMD Construction **CST Environmental** First Fire Systems, Inc.

Giannelli Electric, Inc. James Lawrence Osowski Time & Alarm Systems

The following plan rooms were provided a public notice calling for bids: Associated General Construction

**Reed Construction Data** 

Bid America

F.W. Dodge/McGraw-Hill Dodge

Construction Bid Board, Inc.

Mandatory job walk and/or project conference attended by: **FEI Enterprises** M.C.E.C.

First Fire Systems, Inc.

Minco Construction

Giannelli Electric, Inc.

S.G.I.

Jam Fire

Time & Alarm Systems

Bids submitted by:

**FEI Enterprises JAM Corporation** 

Minco Construction Time & Alarm Systems

Bid opening attended by:

Rico Gallarza, FEI Enterprises Joseph Brennan, JAM Corporation John Farag, Minco Construction Gary Maret, Time & Alarm Systems

Katie Baker, OUSD Steve Harlin, OUSD Karen Hungerford, OUSD

BID NO. 596: AWARD OF PROJECT: EXTERIOR PAINTING – CALIFORNIA ELEMENTARY SCHOOL

**DESCRIPTION:** 

This public works project consists of the exterior painting of the designated surfaces of the entire school. The contractor provides all labor, equipment, supplies, etc. to successfully complete the project as required.

#### **BIDS RECAPITULATION**

BIDDER	BID
*Omega Construction Co, Inc.	\$32,000
Painting & Décor Ltd	\$32,700
Evangelos Bitsakis Inc.	\$36,900
A.J. Fistes Corp.	\$37,980
D & M Painting, Inc.	\$38,800
Astro Painting Co. Inc.	\$42,400
C.T. Georgiou Painting Co.	\$45,000
Piana Construction & Painting Inc.	\$48,000
Tony Painting	\$48,500
Paramount Painting	\$57,000
**El Greco Construction	\$84,000

<sup>\*</sup> Low Bidder

FISCAL IMPACT:

\$32,000

14.00-6205-0-5850-0000-8110-240-410-000

**RECOMMENDATION:** 

It is recommended that the Board of Education award Bid No. 596 for the exterior painting of California Elementary

School to Omega Construction Co, Inc.

<sup>\*\*</sup> Non-responsive

#### **BID NO. 596** EXTERIOR PAINTING at CALIFORNIA ELEMENTARY SCHOOL

Bid Opening Date:

Department Requesting Project:

Publication Dates:

August 13, 2007

**Support Operations** July 19 & July 26, 2007

**Orange City News** 

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

Alpha Décor & Painting, Inc.

Astro Painting Co. Inc.

Athenian Painting, Inc. Best Quality Painting, Inc.

C.T. Georgio Painting Co. Cali Painting

**Coastline Coating** 

**Color Concepts** D&M Painting, Inc. El Greco Construction

Evangelos Bitsakis Inc.

Everlast Painting Co.

Harry H. Joh Construction,

Horton Renovation & Painting

Kronos Painting, Inc. Mear Construction, Inc.

Omega Construction Co., Inc. Paramount Painting, Inc.

Piana Construction & Painting Inc

F.W. Dodge/McGraw-Hill Dodge

Prime Contractors, Inc. Signature Painting Southwest Coatings, Inc.

**Tony Painting** 

**T&M Painting & Construction** 

Industry Coatings Co.

Painting and Décor Ltd.

Kronos Painting, Inc.

Lockwood Painting

Nike Construction

Piana Construction & Painting Inc

**Tony Painting** 

Leo's A-C Inc.

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

Associated General Construction Reed Construction Data

**Bid America** Construction Bid Board, Inc.

Mandatory job walk and/or project conference attended by:

Alpha Décor & Painting Co.

AJ Fistes Corp.

Astro Painting Co. Inc. Athenian Painting, Inc.

**Coastline Coating** 

**Color Concepts** 

C.T. Georgiou Painting Co.

D&M Painting, Inc. El Greco Construction

Evangelos Bitsakis Inc.

Everlast Painting Co. Varsity Painting

Bids submitted by:

A.J. Fistes Corp.

Astro Painting Co. Inc.

C.T. Georgiou Painting Co.

D & M Painting, Inc.

El Greco Construction

Evangelos Bitsakis Inc.

Omega Construction Co., Inc.

Omega Construction Co. Inc.

Paramount Painting, Inc.

Painting & Décor Ltd.

**Paramount Painting** 

Piana Conatruction & Painting Inc

**Tony Painting** 

Bid opening attended by:

Dan Galindo, C.T. Georgiou Painting Co.

Kelly Grant, D & M Painting, Inc.

Michael Kamoristokis, El Greco Construction

Jennifer Whitsett, A.J. Fistes Corp.

Katie Baker, OUSD

Steve Harlin, OUSD

Karen Hungerford, OUSD

OUSD Archibald/Christensen/Kemp/Harlin

**Board Agenda** 

VIIGHT 23 3002

MODERNIZATION PROJECT - MODERNIZATION AT PROSPECT ELEMENTARY SCHOOL, AMD CONSTRUCTION GROUP, INC., - CHANGE ORDER NO. 5, BID NO. FC6004

**DESCRIPTION:** 

On July 20, 2006, the Board awarded Bid No. FC6004 – Modernization – Prospect Elementary School, to AMD Construction Group, Inc. This Change Order falls within the allowable maximum of 10% as per Public Contract Code 20118.4 (a) (2).

The additional work was reviewed, found to be necessary and competitively priced. The Change Order (C/O) was approved by the Architect, Construction Manager and District staff. No additional contract days were required to complete this work. (See attached Change Order Form.)

The effect of this Change Order is as follows:

Original Contract Sum	\$ 3,417,000.00
Total amount of previously approved C/Os	\$ 189,266.44
Change Order No. 5	\$ 36,686.63
New Contract Sum	\$ 3,642,953.07
Total Change Order Percentage	6.61%
Additional Contract Days	None

FISCAL IMPACT:

Special Reserves/Capital Projects.....\$36,686.63

40.00-0807-0-6270-9520-8500-259-416-000

RECOMMENDATION:

It is recommended that the Board of Education ratify Change Order No.5 to the original Agreement, as referenced on Purchase Order No. 702208, Bid No. FC6004 to AMD Construction Group, Inc., Modernization Project at Prospect

Elementary School.

#### Orange Unified School District

#### **CHANGE ORDER FORM**

Project Name:	Prospect Elementary School		Bid Number: FC6004	
			Purchase Order Number:	
			Change Order Number: 5	
			Change Order Date:	
To Contractor:	AMD Construction		Project Number: PRO 80	
	1401 N Batavia St., Suite 101		DSA A # <b>04-107</b>	717
	Orange, CA 92867		Board Approval Date:	
You are hereby o	lirected to provide the extra work ne	cessary to comp	ly with this Change Order.	
DESCRIPTION O	F CHANGE:			
Provide all labor, r Change Order.	naterial and equipment for the Propose	d Change Orders	listed on the adjoining PCO Description list attached t	o this
			ttlement of all of the Contractor's issues and and claim as covered under FC6004-CO-004 and 005 are deem	
		•		
Total Amount of Ti	his Change Order			
			k in accordance with the above terms in compliance with the applica	ble sections of the Contract
	nt of the charges under this Change Order is limit			Non and form the contract
			covered by this Change Order shall constitute the entire compensate Change Order, unless otherwise provided in this Change Order	tion and / or n the contract
			specified for each item and as to the extension of time allowed, if ar	ny, for completion of the
			m all work necessary to complete any additional work specified for fo	
			are at the sole risk of Contractor and may be a violation of the False act shall only be effective when approved by the governing board of	
	•		and all of the Contractor's costs and expenses, both direct and Indire	
			es, or time extension not included are deemed waived.	
It is understood that this	s Change Order shall be effective when approved	by the Governing Boa	ard of the District.	
	JOSEPH LINES	ม เสเสมสมเพร	AND STREET OF THE PROPERTY OF	
	A STATE OF THE SECTION OF THE SECTIO	INCOMPLEMENT	The original Contract sum was	\$3,417,000.00
		i	Net change by previously authorized Change Orders	\$189,266.44
			The Contract sum prior to this Change Order	\$3,606,266.44
	The	Contract Sum wi	ll be changed by this Change Order in the amount of	\$36,686.63
		The ne	ew Contract Sum including this Change Order will be	\$3,642,953.07
			ract Time for Phase 1 will be increased / reduced by	21
			ate of Substantial Completion of Phase 1 is therefore	5-Jan-07
			ract Time for Phase 2 will be increased / reduced by ate of Substantial Completion of Phase 2 is therefore	u 22-Jun-07
		Tile u	ate of Substantial Completion of Phase 2 is therefore	22-0011-07
	Owner	Alexander and Al	Contractor	equation of the contract of th
	Orange Unified School District		AMD Construction	
	1401 N. Handy Street		1401 N Batavia St., Suite 101	
	Orange, CA 92867		Orange, CA 92867	
Name & Title: To	m Filbeck, Director of Construction		Name & Title:	
Signature:			Signature:	
-			Date:	
	Program Manager		Architect	
	3D/I-DMJMH+N at OUSD 726 West Collins Ave.		MJP Architects	
	Orange, CA 92867		58 Plaza Square, Suite F Orange, CA 92866	
Name & Title: Ca	ry Slump, Program Manager		Orange, CA 92866 Name & Title:	_
a ritic. da	-,ap, ogi anii manager			
•			Signature:	
Date:			Date <sup>,</sup>	1

#### Orange Unified School District

#### **CHANGE ORDER PCO DESCRIPTION LIST**

Prospect Elementary School	Bid Number: FC6004
Modernization	Purchase Order Number:
	Change Order Number: 5
AMD Construction	Project Number: PRO 807-20 MOD
1401 N Batavia St., Suite 101	DSA A # <b>04-107717</b>
Orange, CA 92867	Board Approval Date:
	Modernization  AMD Construction 1401 N Batavia St., Suite 101

PCO #	Description	Amount	Days
FC6004-PCO-073R2	Provide modified routing of plumbing piping in the floor and overhead of the North Restroom of Building 3 and in the walls and overhead of the South Restroom of Building 3. The work was necessary due to unforeseen conditions.	\$7,502.51	0
FC6004- <b>PCO-074R2</b>	Provide nested track cabinet backing at red brick masonry walls in classrooms of Building 3. The nested track was required in order to anchor casework in accordance with DSA requirements.	\$5,089.17	0
FC6004-PCO-086R2	Provide additional demolition of unforeseen additional conduit, piping and controls in mechanical wells at Building 3.	\$1,866.48	0
FC6004-PCO-087R1	Replace rusted "Nelson" studs for canopy plywood mounting at all Phase II canopies. The existing studs used to attach the plywood canopies to the structural steel were not in adequate condition to meet DSA structural requirements, therefore had to be replaced.	\$1,141.47	0
FC6004-PCO-089R1	Provide additional concrete for 12 ADA door landings in the Phase II area. Work included additional demolition, layout, subgrade preparation, concrete and finishing in order to attain code-required grade for landings.	\$6,739.73	0
FC6004-PCO-091R1	Provide additional demolition at six classroom pipe chases in order to install condensate lines for new roof top air conditioning units. The work was required due to unforeseen wall condition.	\$322.52	0
FC6994-PCO-092	Provide rapid set concrete to repair existing concrete curb where twelve new plumbing penetrations were installed in South restroom of Building 3. This work was required due to a modified plumbing layout that was required in order to attain proper ADA clearances.	\$1,193.88	. 0
FC6004-PCO-093R1	Remove 13 unforeseen anchor bolts from existing curb in South restroom of Building 3.	\$466.15	0
FC6004-PCO-094	Remove excess concrete at the top of existing wall curb in Building 3.	\$291.64	0

## Orange Unified School District

## CHANGE ORDER PCO DESCRIPTION LIST

Remove nine unforeseen cast iron drain lines from existing curb in South restroom of Building 3.  Sandblast unforeseen oil-based paint from existing red brick masonry walls in order provide surface for thin set ceramic tile to properly attach to wall.  Provide plywood to replace rotted and damaged existing plywood sheathing for roofing on Building 3, 4, and 6. This work was required due to the unforeseen condition of the existing plywood and was required in order to attain the APOC manufacturers roof warranty.  Provide demolition and removal of additional existing of stucco in order to properly install backing and water-proof paper for new Z-Flashing. The work was due to unforeseen conditions.  Provide additional demolition and installation for new concrete landing at Southeast drinking fountain. This change was required in order to	\$944.91 \$453.40 \$2,799.72 \$489.95	0 0 0
walls in order provide surface for thin set ceramic tile to properly attach to wall.  Provide plywood to replace rotted and damaged existing plywood sheathing for roofing on Building 3, 4, and 6. This work was required due to the unforeseen condition of the existing plywood and was required in order to attain the APOC manufacturers roof warranty.  Provide demolition and removal of additional existing of stucco in order to properly install backing and water-proof paper for new Z-Flashing. The work was due to unforeseen conditions.  Provide additional demolition and installation for new concrete landing	\$2,799.72 \$489.95	0
sheathing for roofing on Building 3, 4, and 6. This work was required due to the unforeseen condition of the existing plywood and was required in order to attain the APOC manufacturers roof warranty.  Provide demolition and removal of additional existing of stucco in order to properly install backing and water-proof paper for new Z-Flashing. The work was due to unforeseen conditions.  Provide additional demolition and installation for new concrete landing	\$489.95	
order to properly install backing and water-proof paper for new Z-Flashing. The work was due to unforeseen conditions.  Provide additional demolition and installation for new concrete landing	, .	0
attain the proper ADA slope for the landing for the drinking fountain.	\$1,632.89	0
Provide sheat metal to cover existing plywood sheathing with minor damage for roofing on Building 3, 4, and 6. This work was required due to the unforeseen condition of the existing plywood and was required in order to attain the APOC manufacturers roof warranty.	\$1,696.16	0
Provide credit for not cleaning roofing overspray at concrete.  Overspray at concrete was not a significant issue, and therefore taking the credit for not performing this work was in the best interests of the District.	(\$3,396.99)	0
Provide credit for not installing insulation on condensate drain lines. Condensate line insulation was deemed not required, therefore taking the credit for not performing this work was in the best interests of the District.	(\$460.79)	0
Provide four heat detectors including associate fire alarm hardware, programming and cable for the above-ceiling space at the North and South restrooms of Building 3. This work is code-required life-safety issue.	\$5,990.49	0
Provide additional insulation throughout Buildings 3, 4 and 6. The existing insulation had to be replaced in select locations due to its unforeseen poor condition.	\$4,028.34	0
Provide credit for not installing flooring in Portables P1 and P2. Coordination difficulties arose in the installation of flooring in P1 and P2, therefore taking the credit for not performing this work was in the best interests of the District. Flooring will be installed by the District's flooring contractor.	(\$1,500.00)	0
	damage for roofing on Building 3, 4, and 6. This work was required due to the unforeseen condition of the existing plywood and was required in order to attain the APOC manufacturers roof warranty.  Provide credit for not cleaning roofing overspray at concrete.  Overspray at concrete was not a significant issue, and therefore taking the credit for not performing this work was in the best interests of the District.  Provide credit for not installing insulation on condensate drain lines. Condensate line insulation was deemed not required, therefore taking the credit for not performing this work was in the best interests of the District.  Provide four heat detectors including associate fire alarm hardware, programming and cable for the above-ceiling space at the North and South restrooms of Building 3. This work is code-required life-safety issue.  Provide additional insulation throughout Buildings 3, 4 and 6. The existing insulation had to be replaced in select locations due to its unforeseen poor condition.  Provide credit for not installing flooring in Portables P1 and P2. Coordination difficulties arose in the installation of flooring in P1 and P2, therefore taking the credit for not performing this work was in the best interests of the District. Flooring will be installed by the District's	damage for roofing on Building 3, 4, and 6. This work was required due to the unforeseen condition of the existing plywood and was required in order to attain the APOC manufacturers roof warranty.  Provide credit for not cleaning roofing overspray at concrete.  Overspray at concrete was not a significant issue, and therefore taking the credit for not performing this work was in the best interests of the District.  Provide credit for not installing insulation on condensate drain lines.  Condensate line insulation was deemed not required, therefore taking the credit for not performing this work was in the best interests of the District.  Provide four heat detectors including associate fire alarm hardware, programming and cable for the above-ceiling space at the North and South restrooms of Building 3. This work is code-required life-safety issue.  Provide additional insulation throughout Buildings 3, 4 and 6. The existing insulation had to be replaced in select locations due to its unforeseen poor condition.  Provide credit for not installing flooring in Portables P1 and P2.  Coordination difficulties arose in the installation of flooring in P1 and P2, therefore taking the credit for not performing this work was in the best interests of the District. Flooring will be installed by the District's

## Orange Unified School District

## CHANGE ORDER PCO DESCRIPTION LIST

FC6004-PCO-106	Provide credit for not installing T-Bar grid Portables P1 and P2. The existing T-Bar grid was found to be in good condition, therefore taking the credit for not performing this work was in the best interests of the District.	(\$1,061.00)	0
FC6004-PCO-107	Provide credit for not painting the interior walls of Portables P1 and P2. The existing walls were covered with tackable surface and the surface was found to be in good condition, therefore taking the credit for not performing this work was in the best interests of the District.	(\$1,044.00)	0
FC6004-PCO-108	Provide additional framing for the installation of the northeast drinking fountain at Building 3. In order to attain proper ADA clearances for adjacent entry door and to properly route plumbing, the drinking fountain attachment had to be furred out.	\$1,500.00	0
	Total Amount of This Change Order	\$36,686.63	
·	Total Number of Days for This Change Order	. 0	

TOPIC: APPROVAL TO ESTABLISH A NEW CAPITALIZATION

THRESHOLD FOR RECORDING FINANCIAL STATEMENT

**CAPITAL ASSETS** 

DESCRIPTION: On March 22, 2001, the Board of Education adopted

Resolution No. 30-00-01, establishing a capitalization threshold of \$5,000 for recording financial statement capital assets to comply with Governmental Accounting Standards Board

(GASB) Statement 34.

It has been determined by the staff that a higher level of capitalization threshold is necessary for proper recording of capital assets. The proposed Capital Threshold Policy for the valuation of capital assets for balance sheet purposes is a

minimum value is \$50,000 per item.

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that the Board of Education establish a new

capital capitalization threshold of \$50,000 for recording

financial statement capital assets.

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: \$ 2,907,978

Classified:

335,042

RECOMMENDATION:

It is recommended that the Board of Education approve the

Personnel Report as presented.

Name	Position	Administrative	Schedule	Rate	Eff. From	Date	Comments
		Unit	/Step/			То	
			Column		-		
EMPLOYMENT							
1 Acres, Tanya	Teacher	Crescent Inter/Rohlande	er	43,170.00	7/30/07	6/16/08	Temp
2 Aprati, Colleen	Teacher	SpEd/Rohlander		47,978.00	8/27/07	6/12/08	Temp
3 Churney, Christina	Teacher	Orange HS/Johnson		51,396.00	8/27/07	6/12/08	Temp
4 Creath, Kelly	Teacher	Villa Park HS/Howard		45,121.00	8/27/07	6/12/08	Temp
5 Crowley, Dawn	Speech Therapi	SpEd/Rohlander		61,716.00	8/24/07	6/16/08	Temp
6 Davis,Eva	Nurse	Silverado/Evans		23,765.00	8/27/07	6/12/08	Temp
7 Dawson, Peter	Teacher	Canyon Rim/Rohlander		45,121.00			
8 Drouillard, Elizabeth	Teacher	Yorba/Saraye		60,419.00			
9 Everett, Virginia	Teacher	Orange HS/Johnson		49,659.00	8/27/07	6/12/08	Temp
10 Fisher, Amy	Speech Therapi	Parkside/Rohlander		40,719.00	7/17/07	6/18/08	Temp
11 Francoeur, Jacqueline		IS/Davis		32,222.00	7/18/07	6/16/08	Temp
12 Franklin, Shari	Speech Therapi	Prospect/Rohlander		49,579.00	7/17/07	6/18/08	Temp
13 Gelb, Neil	Teacher	Orange HS/Rohlander	1	62,533.00	8/27/07	6/12/08	Temp
14 Gordan, Linda	Teacher	Elem Music/Stoterau		59,416.00		6/12/08	
15 Higley, Cynthia	Teacher	Cerro Villa/Sterling		74,270.00	8/27/07	6/12/08	Temp
16 Hyun, Arnold	Teacher	Cerro Villa/Sterling		57,611.00	8/27/07	6/12/08	Temp
17 Kennedy, Karen		SpEd/Rohlander		85,461.00	7/17/07	6/18/08	Temp
18 Kuhar, Jill	Teacher	Special Prog/Truex		74,270.00	8/27/07	6/12/08	Temp
19 Leanza, Daniel	Teacher	Canyon HS/Bowden		51,961.00	8/27/07	6/12/08	Temp
20 Lew, Diane	Teacher	California/Rohlander		53,590.00	7/18/07	6/16/08	Temp
21 Luongo, Ronald	Teacher	Orange HS/Johnson		39,234.00	8/27/07	6/16/08	Temp
22 Maag, Conrad	Teacher	McPherson/Bentley		47,978.00	8/27/07	6/12/08	Temp
23 Martinez, Laura	Psychologist	Parkside/Rohlander		79,885.00	8/20/07	6/26/08	Temp
24 Milne, James	Teacher	Villa Park HS/Howard		48,335.00	8/27/07	6/12/08	Temp
25 Mosher, Sandra	Teacher	SpEd/Rohlander		61,502.00	8/2/07	6/16/08	Temp
26 Muratalla, Diana	Counselor	Orange HS/Johnson	1	56,041.00	8/13/07	6/12/08	Temp
27 Pederson, Kenneth		Cerro Villa/Sterling		63,180.00	8/27/07	6/12/08	Temp
28 Peterson, Scott		Orange HS/Johnson		59,416.00	8/27/07	6/12/08	Temp
29 Quinonez, Jorge		Psychology/Rohlander		68,838.00		6/20/08	
30 Rivera, Rossel		El Modena HS/Briquelet		47,978.00	8/27/07	6/12/08	Temp
31 Roum, Regina	Teacher	Elem Music/Stoterau		55,466.00	7/18/07	6/16/08	Temp

BOARD AGENDA - AUGUST 23, 2007 •

## Consent Agenda Item Board Meeting - August 23, 2007

	Name	Position	Administrative	Schedule	Rate	Eff. From	Date	Comments
			Unit	/Step/			То	
				Column				
32	Rowntree, Lynda	Teacher	Orange HS/Johnson		65,390.00	8/27/07	6/12/08	Temp
33	Schaack, Courtney	Teacher	West Orange/Lansman		23,989.00	8/27/07	6/12/08	Temp
34	Schecter, Sonia	Teacher	Villa Park HS/Howard		50,027.00	8/27/07	6/12/08	Temp
35	Shipcott, Trisha	Speech Therapi	Crescent Inter/Rohlande	er	49,579.00	8/24/07	6/16/08	Temp
36	Siegel, Cheryl	Teacher	Jordan/Evans		22,109.00	8/27/07	6/12/08	Temp
37	Stewart, Steven	Teacher	Orange HS/Johnson		74,270.00	8/27/07	6/12/08	Temp
38	Thomas, Mary	Teacher	Riverdale/Rohlander		45,121.00	8/27/07	6/12/08	Temp
39	Torneo, Nicole	Teacher	Canyon HS/Bowden		64,723.00	8/27/07	6/12/08	Temp
40	Valles, Valerie	School Nurse	Health Services/Rohland	der	59,416.00	8/27/07	6/12/08	Temp

Name	Position	Administrative Unit	Schedule/ Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
CHANGE OF STATUS									
1 Demont, Remy	Teacher	Orange HS/Johns	son		8/27/07	6/12/08	Contract status 80% to 100%		
LEAVE OF ABSENCE	-								
1 Coony, Art	Teacher	Linda Vista/Osbo				8/27/07	Return from Unpaid/LOA/Personal	/No Benefit	S
2 Jimmons, Trishna	Teacher	Anaheim Hills/La	rson			11/1/07	Return from Unpaid/FMLA/w Bene	fits	
SEPARATIONS				,					
1 Brewer, Robert	Teacher	Canyon Hills/Roh	lander			6/15/07	Deceased		
2 Burns, Matthew	Teacher	Portola/Thompso	n			6/15/07	Resignation		
3 Burns, Shawn	Teacher	Silverado/Evans				6/30/07	Resignation		
4 Carter, Christine	Teacher	Elem Music/Stote	rau				Resignation		
5 Dambach, Valerie	Teacher	Canyon HS/Bowo	len			6/15/07	Resignation		
6 Dougherty, Teresa	Teacher	Lampson/Cohen					Resignation		
7 Grewal, Daizy	Teacher	Crescent Inter/Th	ompson			6/18/07	Resignation		
8 Griffin, Kristin	Speech T	SpEd/Rohlander				6/21/07	Resignation	-	
9 Kimura, Susan	Teacher	SpEd/Rohlander				6/18/07	Resignation		
10 Robinson, Cheryl	Teacher	Olive/Smith				6/30/07	Resignation		
11 Stark, Cynthia	Teacher	Portola/Thompso	n			6/15/07	Resignation		
12 Swedenborg, Amber	Teacher	Lampson/Cohen				6/18/07	Resignation	-	
13 Warren, Jeremy	Psycholog	Psych Serv/Rohla	ander			6/29/07	Resignation	-	

	Name	Position	Administrative Unit	Schedule/Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
	EXTRA PAY									
1	Aihara, Kristen	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
	Alaux, Sandra		Sp Programs/Ochoa	misc hrly rate	36.10	6/20/07		GLAD Demonstration	100	3,610.00
3	Allen Williams, Regin	Teacher	BTSA/McNealy	misc hrly rate	36.10	7/1/07	7/30/07	Service to PAR Program	2	72.20
4	Alvarez, Allison	Teacher	Sp Programs/Ochoa	stipend	110.00	6/26/07		Off Track GLAD Training	4	440.00
5	Alvarez, Allison	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
6	Anderson, Sheryl	Teacher	Orange HS/Johnson	daily rate	338.02	8/13/07		Student Leadership Camp	5	1,690.09
7	Babayan, Anastasia	Teacher	Sycamore/Truex	misc hrly rate	36.10	8/1/07		CBET Teacher	200	7,220.00
8	Babayan, Anastasia	Teacher	Sp Programs/Ochoa	misc hrly rate	36.10	6/18/07	6/30/08	GLAD Demonstration	10	361.00
9	Baker, Ofelia	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
10	Ballestero-Upton, Mai	Teacher	Taft/Truex	misc hrly rate	36.10	8/1/07	6/30/08	Title I Tutor	200	7,220.00
11	Barbar, Linda	Teacher	ROP/Brown	stipend	200.00	8/1/07	1/29/08	SDAIE Training	1	200.00
12	Barbar, Linda	Teacher	ROP/Brown	hourly rate	36.97	8/27/07	1/25/08	Fall Semester Teacher	376	13,882.24
13	Barbar, Linda	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	10	313.00
14	Bautista, Andrea	Nurse	Health Serv/Rohlander	misc hrly rate	36.10	7/1/07	6/30/08	Extra Support	3	108.30
15	Bautista, Michelle	Nurse	Health Serv/Rohlander	misc hrly rate	36.10	7/1/07	6/30/08	Extra Support	3	108.30
16	Bennett, Mary D	Teacher	Sp Programs/Ochoa	stipend	110.00	6/26/07	6/29/07	Off Track GLAD Training	4	440.00
17	Borden, George	Teacher	ROP/Brown	stipend	200.00	8/1/07	1/29/08	SDAIE Training	1	200.00
18	Borden, George	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	Fall Semester Teacher	117	3,662.10
19	Borden, George	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	10	313.00
20	Borden, Sara	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07		Off Track GLAD Training	2	220.00
21	Boughen, Martha	Nurse	Health Serv/Rohlander	misc hrly rate	36.10	7/1/07	6/30/08	Extra Support	3	108.30
	Brost, Stephen	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	Fall Semester Teacher	194	6,056.55
<sup>₿</sup> 23	Brost, Stephen	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	10	313.00
		Nurse	Health Serv/Rohlander	misc hrly rate	36.10	7/1/07	6/30/08	Extra Support	3	108.30
<b>⊳</b> 25	Burzumato, Helen	Nurse	Health Serv/Rohlander	misc hrly rate	36.10	7/1/07	6/30/08	Extra Support	3	108.30
	Callopy, Chris	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
	Canto-Herzog, Edna		• • •	misc hrly rate	36.10	7/1/07	6/30/08	Extra Support	3	108.30
	Carey, Kim		Sp Programs/Ochoa	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
	•			hourly rate	31.30	8/27/07		Fall Semester Teacher	97.5	3,051.75
( )		Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	10	313.00
			Sp Programs/Ochoa	misc hrly rate	36.10	6/20/07	6/30/08	GLAD Demonstration	100	3,610.00

Staff Responsibility:
Ed Kissee, Assistant Ed Kissee, Assistant Superintendent-Human Resources

	Name	Position	Administrative Unit	Schedule/Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
32	Clay, Sandra	Teacher	ROP/Brown	hourly rate	31.30	8/27/07		Fall Semester Teacher	194	6,056.55
33	Clay, Sandra	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	10	313.00
34	Clubb, Carey	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	Fall Semester Teacher	100	3,130.00
	Coleman, Snow	Teacher	Sp Programs/Ochoa	stipend	110.00	6/26/07	6/29/07	Off Track GLAD Training	4	440.00
36	Coleman, Snow	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
37	Craig, Merritt	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
38	Cretney, Michael	Teacher	IS/Davis	misc hrly rate	36.10	7/1/07	9/1/07	EETT Project Cool	8	288.80
39	Cryar, Serena	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	20	626.00
40	Danley, Norene	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	10	313.00
41	Diaz, Flavio	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	10	313.00
42	Diaz, Flavio	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	Fall Semester Teacher	100	3,130.00
43	Diekmann, Jennifer	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	10	313.00
44	Diekmann, Jennifer	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	Fall Semester Teacher	200	6,260.00
45	Dougherty, Teresa	Teacher	Sp Programs/Ochoa	stipend	110.00	6/26/07	6/29/07	Off Track GLAD Training	4	440.00
46	Dubbs,Carol	Teacher	Sp Programs/Ochoa	misc hrly rate	36.10	6/20/07	6/30/08	GLAD Demonstration	100	3,610.00
47	Dubel, Margaret	Teacher	BTSA/McNealy	stipend	110.00	6/18/07	6/20/07	BTSA/Induction Program	1	110.00
48	Edlund, Andy	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	Fall Semester Teacher	97.5	3,051.75
49	Edlund, Andy	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	10	313.00
50	Eiler, Suzanne	Teacher	ROP/Brown	stipend	200.00	8/1/07	1/29/08	SDAIE Training	1	200.00
	Eiler, Suzanne	Teacher	ROP/Brown	hourly rate	36.97	8/27/07	1/25/08	Fall Semester Teacher	564	20,832.60
52	Eiler, Suzanne	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	10	313.00
53	Elmes, Darcie	Teacher	Cambridge/Ochoa	misc hrly rate	36.10	7/10/07	7/13/07	GLAD Demonstration	32	1,155.20
54	Elmes, Darcie	Teacher	Sp Programs/Ochoa	misc hrly rate	36.10	6/18/07	6/30/08	GLAD Demonstration	10	361.00
55	Erikson, Tom	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	Fall Semester Teacher	282	8,826.60
56	Erikson, Tom	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	50	1,565.00
57	Escribano, James	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	Fall Semester Teacher	100	3,130.00
A	Esparza, Jennifer	Nurse	Health Serv/Rohlander	misc hrly rate	36.10	7/1/07	6/30/08	Extra Support	3	108.30
	Evans, Joshua	Teacher	IS/Davis	misc hrly rate	36.10	7/1/07	6/30/08	Aeries Support & Training	28	1,010.80
	Fisher, Luann	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
	Flanagan, Kathy	Teacher	Sp Programs/Ochoa	stipend	110.00	6/26/07	6/29/07	Off Track GLAD Training	4	440.00
	Flanagan, Kathy	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07		Off Track GLAD Training	2	220.00
	Franzen, Cheri	Teacher	ROP/Brown	stipend	200.00	8/1/07	1/29/08	SDAIE Training	1	200.00
	Franzen, Cheri	Teacher	ROP/Brown	hourly rate	36.97	8/27/07	1/25/08	Fall Semester Teacher	525	19,409.25
	Franzen, Cheri		ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	10	313.00

	Name	Position	Administrative	Schedule/Step/	Rate	Eff.	Date To	Comments	# of	Salary
			Unit	Column		From			Units	
66	Frauenberger, Shelle	Teacher	BTSA/McNealy	misc hrly rate	36.10	7/1/07	7/30/07	Service to PAR Program	2	72.20
67	Gellatly, Elizabeth	Teacher	Sp Programs/Ochoa	misc hrly rate	36.10	6/20/07	6/30/08	GLAD Demonstration	100	3,610.00
68	Gomez, Hilda	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
69	Graupensperger, Bob	Media Spe	BTSA/McNealy	stipend	117.00	7/1/07	8/30/07	Service to PAR Program	3	351.00
70	Graupensperger, Bob	Teacher	IS/Davis	misc hrly rate	36.10	7/1/07	6/30/08	Aeries Support & Training	28	1,010.80
71	Gravender, Pam	Teacher	BTSA/McNealy	misc hrly rate	36.10	7/1/07	7/30/07	Service to PAR Program	2	72.20
72	Green, Lisa	Teacher	Jordan/Davis	misc hrly rate	36.10	7/1/07	6/30/08	Grant & Support Training	20	722.00
73	Greenwald, Rochelle	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
74	Greenwald, Susan	Teacher	SpEd/Rohlander	daily rate	439.27	7/15/07	6/30/08	Working Off-Track	10	4,392.70
75	Greenwald, Susan	Teacher	SpEd/Rohlander	misc hrly rate	36.10	7/15/07	6/30/08	Extra Support	113	4,079.30
76	Gulak, Len	Nurse	Health Serv/Rohlander	misc hrly rate	36.10	7/1/07	6/30/08	Extra Support	3	108.30
77	Haase, Linda	Nurse	Health Serv/Rohlander	misc hrly rate	36.10	7/1/07	6/30/08	Extra Support	3	108.30
78	Habashy, Dahlia	Teacher	Sp Programs/Ochoa	misc hrly rate	36.10	6/18/07	6/30/08	GLAD Demonstration	10	361.00
79	Hagelbarger, Theresa	Teacher	ROP/Brown	stipend	200.00	8/1/07	1/29/08	SDAIE Training	1	200.00
80	Hagelbarger, Theresa	Teacher	ROP/Brown	stipend	300.00	8/1/07	10/1/07	Fred Jones Training	1	300.00
81	Hagelbarger, Theresa	Teacher	Sp Programs/Ochoa	stipend	117.00	7/10/07	7/13/07	Off Track GLAD Training	4	468.00
82	Hagelbarger, Theresa	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
83	Hagelbarger, Theresa	Teacher	ROP/Brown	hourly rate	36.97	8/27/07	1/25/08	Fall Semester Teacher	470	17,375.90
84	Hagelbarger, Theresa	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	10	313.00
85	Handler, Paula	Teacher	BTSA/McNealy	misc hrly rate	36.10	7/1/07	7/30/07	Service to PAR Program	2	72.20
86	Hanouni, Bader	Teacher	Canyon Rim/Rohlander	misc hrly rate	36.10	7/23/07	6/30/08	Disabled Child Support	150	5,415.00
87	Hansbury, Edward	Teacher	ROP/Brown	stipend	200.00	8/1/07	1/29/08	SDAIE Training	1	200.00
88	Hansbury, Edward	Teacher	ROP/Brown	stipend	300.00	8/1/07	10/1/07	Fred Jones Training	1	300.00
89	Hansbury, Edward	Teacher	ROP/Brown	hourly rate	34.26	8/27/07	1/25/08	Fall Semester Teacher	470	16,102.20
90	Hansbury, Edward	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	10	313.00
		Nurse	Health Serv/Rohlander	misc hrly rate	36.10	7/1/07	6/30/08	Extra Support	3	108.30
≥92	Harrison, Julie	Teacher	Sp Programs/Ochoa	stipend	110.00	6/26/07	6/29/07	Off Track GLAD Training	4	440.00
			<u> </u>	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
				stipend	300.00	8/1/07	10/1/07	Fred Jones Training	1	300.00
<sup>7</sup> 95	Henderson, Carrie	Teacher	ROP/Brown	hourly rate	34.26	8/27/07	1/25/08	Fall Semester Teacher	470	16,102.20
_	<u> </u>		ROP/Brown	hourly rate	31.30	8/27/07		ROP Substitute	10	313.00
_		Teacher	ROP/Brown	stipend	200.00	8/1/07	1/29/08	SDAIE Training	1	200.00
	<u> </u>			hourly rate	32.71	8/27/07	1/25/08	Fall Semester Teacher	453	14,801.28
				hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	10	313.00

	Name	Position	Administrative Unit	Schedule/Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
	Hoertz, Nancee	Teacher	ROP/Brown	stipend	200.00	8/1/07		SDAIE Training	1	200.00
	Hoertz, Nancee	Teacher	ROP/Brown	stipend	300.00	8/1/07		Fred Jones Training	1	300.00
	Hoertz, Nancee	Teacher	ROP/Brown	hourly rate	36.97	8/27/07		Fall Semester Teacher	470	17,375.90
	Hoertz, Nancee	Teacher	ROP/Brown	hourly rate	36.97	8/27/07		Fall Semester Teacher	188	6,931.88
	Hoertz, Nancee	Teacher	ROP/Brown	hourly rate	31.30	8/27/07		ROP Substitute	25	782.50
	Hunt, Amy	Teacher	BTSA/McNealy	misc hrly rate	36.10	7/1/07	7/30/07	Service to PAR Program	2	72.20
	Irwin, Heather	Teacher	Parkside/Rohlander	misc hrly rate	36.10	6/19/07	7/17/07	Off Track Assessments & IEP's	56	2,021.60
	Johnson, Donna	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
108	Johnson, Georgia	Teacher	SpEd/Rohlander	misc hrly rate	36.10	6/25/07		Off Track Assessments & IEP's	5	180.50
109	Johnson, Jennifer	Nurse	Health Serv/Rohlander	misc hrly rate	36.10	7/1/07	6/30/08	Extra Support	3	108.30
110	Johnson, Sally	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
111	Johnston, Michelle	Nurse	Health Serv/Rohlander	misc hrly rate	36.10	7/1/07	6/30/08	Extra Support	3	108.30
112	Judd, Cindy	Teacher	Educ Services/Jones	misc hrly rate	36.10	7/30/07	8/31/07	Technical Support Res & Asses	150	5,415.00
113	Koplein, Darlene	Teacher	Sp Programs/Ochoa	stipend	117.00	7/10/07	7/13/07	Off Track GLAD Training	4	468.00
114	Kosicki, Andrew	Teacher	ROP/Brown	stipend	200.00	8/1/07	1/29/08	SDAIE Training	1	200.00
115	Kosicki, Andrew	Teacher	ROP/Brown	stipend	300.00	8/1/07	10/1/07	Fred Jones Training	1	300.00
116	Kosicki, Andrew	Teacher	ROP/Brown	hourly rate	36.97	8/27/07	1/25/08	Fall Semester Teacher	649	23,975.05
117	Kosicki, Andrew	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	25	782.50
118	Krisko, Lynda	Teacher	BTSA/McNealy	misc hrly rate	36.10	7/1/07	7/30/07	Service to PAR Program	2	72.20
119	Laabs, Michelle	Nurse	Health Serv/Rohlander	misc hrly rate	36.10	7/1/07	6/30/08	Extra Support	3	108.30
120	Lamphier, Kristen	Teacher	IS/Davis	misc hrly rate	36.10	7/1/07	6/30/08	Aeries Support & Training	28	1,010.80
121	Lane, Dawn	Teacher	Taft/Truex	misc hrly rate	36.10	8/1/07	6/30/08	CBET Teacher	200	7,220.00
122	Law, Kathleen	Nurse	Health Serv/Rohlander	misc hrly rate	36.10	7/1/07	6/30/08	Extra Support	3	108.30
123	Layson-Jones, Joan	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	50	1,565.00
	Lear, Charlene	Teacher	BTSA/McNealy	stipend	110.00	6/18/07	6/20/07	BTSA/Induction Program	1	110.00
₹25	Lee, Ellen	Teacher	Sp Programs/Ochoa	stipend	110.00	6/26/07	6/29/07	Off Track GLAD Training	4	440.00
	Lee, Ellen	Teacher	· · · · · · · · · · · · · · · · · · ·	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
7.3	Lee, Nancy		-	stipend	110.00	6/20/07		Off Track GLAD Training	2	220.00
	Lissner, Diane		· · · · · · · · · · · · · · · · · · ·	stipend	110.00	6/18/07	6/20/07	BTSA/Induction Program	1	110.00
	Ljunggren, Nancy		!	misc hrly rate	36.10	7/18/07		Edit Book for "T" Track	20	722.00
	Lopez, Mike		ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	10	313.00
	Luongo, Ronald			stipend	200.00	8/1/07	1/29/08	SDAIE Training	1	200.00
	Luongo, Ronald			stipend	300.00	8/1/07		Fred Jones Training	1	300.00
				hourly rate	36.97	8/27/07		Fall Semester Teacher	376	13,882.24

Staff Responsibility: Ed Kissee, Assistant Superintendent-Human Resources

	Name	Position	Administrative Unit	Schedule/Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
	Luongo, Ronald	Teacher	ROP/Brown	hourly rate	31.30	8/27/07		ROP Substitute	25	782.50
	Malone, Marci	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07		Off Track GLAD Training	2	220.00
	Maloof-Owen, Jeanet		Sp Programs/Ochoa	stipend	110.00	6/20/07		Off Track GLAD Training	2	220.00
	, )	Teacher	Handy/Truex	misc hrly rate	36.10	7/23/07		Tutoring	120	4,332.00
	Matson, Jeanne	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07		Off Track GLAD Training	2	220.00
		Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07		Off Track GLAD Training	2	220.00
	McColm, Chris		ROP/Brown	hourly rate	31.30	8/27/07		ROP Substitute	10	313.00
	McCuistion, Dennis	Teacher	Orange HS/Davis	misc hrly rate	36.10	7/1/07		Online Summer Training	30	1,083.00
	McCullough, Mary	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
143	McDonald, Kathleen	Teacher	Taft/Ochoa	misc hrly rate	36.10	7/23/07	12/31/07	Intervention	186	6,696.55
144	McGowan, Jeanne	Teacher	Sp Programs/Ochoa	stipend	110.00	6/26/07	6/29/07	Off Track GLAD Training	4	440.00
145	McLendon, Amy	Teacher	Parkside/Rohlander	misc hrly rate	36.10	6/25/07	7/17/07	Off Track Assessments & IEP's	15	541.50
146	Meadows, Melinda	Teacher	Olive/Morga	misc hrly rate	36.10	8/27/07	6/12/08	Intervention	312	11,263.20
147	Medina, Jane	Teacher	Sp Programs/Ochoa	stipend	110.00	6/26/07	6/29/07	Off Track GLAD Training	4	440.00
148	Melchor, Ray	Teacher	IS/Davis	misc hrly rate	36.10	7/1/07	6/30/08	Aeries Support & Training	28	1,010.80
149	Meyer, Peggy	Teacher	ROP/Brown	stipend	200.00	8/1/07	1/29/08	SDAIE Training	1	200.00
150	Meyer, Peggy	Teacher	ROP/Brown	stipend	300.00	8/1/07	10/1/07	Fred Jones Training	1	300.00
151	Meyer, Peggy	Teacher	ROP/Brown	hourly rate	36.97	8/27/07	1/25/08	Fall Semester Teacher	376	13,900.72
152	Meyer, Peggy	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	10	313.00
	Miederhoff, Victoria	Teacher	Sp Programs/Ochoa	stipend	110.00	6/26/07	6/29/07	Off Track GLAD Training	4	440.00
154	Miranda, Albert	Teacher	Yorba/Rohlander	misc hrly rate	36.10	6/20/07	6/20/07	Off Track IEP	2.5	90.25
	Morales, Alice	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	50	1,565.00
156	Morris, Robert	Teacher	ROP/Brown	hourly rate	32.71	8/27/07	1/25/08	Fall Semester Teacher	330	10,794.30
157	Morris, Robert	Teacher	ROP/Brown	hourly rate	31.30	8/27/07		ROP Substitute	10	313.00
	Mull, Vicki	Teacher	El Modena HS/Reider	misc hrly rate	36.10	7/9/07	7/23/07	CAHSEE Review	19	685.90
	Myers, Vivian	Teacher	ROP/Brown	stipend	200.00	8/1/07	1/29/08	SDAIE Training	1	200.00
	Myers, Vivian		ROP/Brown	stipend	300.00	8/1/07	10/1/07	Fred Jones Training	1	300.00
P-4	Myers, Vivian		ROP/Brown	hourly rate	36.97	8/27/07		Fall Semester Teacher	344	12,717.68
$\sim$	Myers, Vivian		ROP/Brown	hourly rate	31.30	8/27/07		ROP Substitute	10	313.00
17	<u> </u>	Nurse		misc hrly rate	36.10	7/1/07		Extra Support	3	108.30
	Nakabayashi, Gwen		SpEd/Rohlander	misc hrly rate	36.10	7/15/07		Extra Support	118	4,259.80
	Nakabayashi, Gwen		SpEd/Rohlander	daily rate	460.68	7/15/07		Working Off-Track	10	4,606.84
4			Silverado/McNealy	stipend	117.00	9/1/06		BTSA/Induction Program	4	468.00
	· •		Sp Programs/Ochoa	misc hrly rate	36.10	6/20/07	1	GLAD Demonstration	100	3,610.00

	Name	Position	Administrative Unit	Schedule/Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
	L									
	Nelson, Dorothy	:	Sp Programs/Ochoa	stipend	117.00	7/10/07	<u> </u>	Off Track GLAD Training	4	468.00
	Netherton, Pam		Sp Programs/Ochoa	misc hrly rate	36.10	6/18/07	!	GLAD Demonstration	10	361.00
	Newby, Karen	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	!	ROP Substitute	10	313.00
	Nghiem, Hieu	Teacher	Lampson/Ochoa	misc hrly rate	36.10	6/18/07		Vietnamese Translations	139	4,999.85
	Nghiem, Hieu	Teacher	Lampson/Truex	misc hrly rate	36.10	7/16/07	12/30/07	Vietnamese Translations	30	1,083.00
	Nghiem, Hieu	Teacher	Lampson/Truex	misc hrly rate	36.10	7/19/07		Vietnamese Translations	75	2,707.50
	Nii, Theresa	Teacher	ROP/Brown	stipend	200.00	8/1/07	,	SDAIE Training	1	200.00
	Nii, Theresa	Teacher	ROP/Brown	stipend	300.00	8/1/07		Fred Jones Training	1	300.00
-	Nii, Theresa	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
177	Nii, Theresa	Teacher	ROP/Brown	hourly rate	36.97	8/27/07	1/25/08	Fall Semester Teacher	564	20,832.60
178	Nii, Theresa	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	10	313.00
179	Norquist, Jessica	Teacher	Sp Programs/Ochoa	misc hrly rate	36.10	6/18/07	6/30/08	GLAD Demonstration	10	361.00
180	Ohta, Michael		SpEd/Rohlander	misc hrly rate	36.10	9/17/07		Fast ForWord Program	390	14,079.00
181	Ortega, Stacey	Teacher	Sp Programs/Ochoa	stipend	110.00	6/26/07	6/29/07	Off Track GLAD Training	4	440.00
182	Parke, Mary	Teacher	Sp Programs/Ochoa	stipend	110.00	6/26/07	6/29/07	Off Track GLAD Training	4	440.00
	Peacock, Connie	Teacher	Canyon HS/Davis	misc hrly rate	36.10	6/1/07	7/30/07	Blackboard Staff Development	63	2,274.30
184	Petersen, Dee	Teacher	BTSA/McNealy	misc hrly rate	36.10	7/1/07		Service to PAR Program	2	72.20
185	Peterson, Lori	Teacher	Sp Programs/Ochoa	stipend	110.00	6/26/07	6/29/07	Off Track GLAD Training	4	440.00
186	Praska, Scott	Teacher	Sp Programs/Ochoa	misc hrly rate	36.10	6/20/07		GLAD Demonstration	100	3,610.00
187	Priest, Cathy	Teacher	IS/Davis	misc hrly rate	36.10	7/1/07	9/1/07	EETT Project Cool	8	288.80
188	Quiros, Pam	Media Sp	Villa Park HS/Davis	misc hrly rate	36.10	7/20/07		Staff Development	16	577.60
189	Quiros, Pam	Media Sp	BTSA/McNealy	stipend	117.00	7/1/07	8/30/07	Service to PAR Program	3	351.00
190	Quiros, Pam	Teacher	IS/Davis	misc hrly rate	36.10	7/1/07	6/30/08	Aeries Support & Training	28	1,010.80
191	Ramirez, Rebecca	Teacher	ROP/Brown	hourly rate	31.30	8/27/07		ROP Substitute	10	313.00
192	Randall, Jennifer	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
<b>P</b> 193	Raney, Christy	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
	Ray, Robin	Teacher	Sp Programs/Ochoa	misc hrly rate	36.10	6/20/07	6/30/08	GLAD Demonstration	100	3,610.00
₹195	Reda, Julie	Teacher	ROP/Brown	hourly rate	32.71	8/27/07	1/25/08	Fall Semester Teacher	376	12,298.96
₹196	Reda, Julie	Teacher	ROP/Brown	hourly rate	31.30	8/27/07		ROP Substitute	15	469.50
	Reed, Carol	Teacher	ROP/Brown	stipend	200.00	8/1/07		SDAIE Training	1	200.00
<b>⋈</b> 98	Reed, Carol	Teacher	ROP/Brown	stipend	300.00	8/1/07		Fred Jones Training	1	300.00
ក199	Reed, Carol	Teacher	ROP/Brown	hourly rate	36.97	8/27/07		Fall Semester Teacher	563	20,814.11
	Reed, Carol	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	10	313.00
201	Riggio, Michael	Teacher	IS/Davis	misc hrly rate	36.10	7/1/07	6/30/08	Aeries Support & Training	28	1,010.80

	Name	Position	•	Schedule/Step/	Rate	Eff.	Date To	Comments	# of	Salary
			Unit	Column		From			Units	
	Risse, Laura	Teacher	SpEd/Rohlander	misc hrly rate	36.10	6/25/07	1	Off Track Assessments & IEP'		180.50
	Robinson, Charleen		ROP/Brown	hourly rate	31.30	8/27/07		Fall Semester Teacher	263	8,216.25
	Robinson, Charleen		ROP/Brown	hourly rate	31.30	8/27/07	1	ROP Substitute	10	313.00
	Rockwell, Pamela	Teacher	BTSA/McNealy	stipend	110.00	6/18/07	6/20/07	BTSA/Induction Program	1	110.00
	Rosselli, Robert		Sp Programs/Ochoa	stipend	110.00	6/20/07		Off Track GLAD Training	2	220.00
207	Rubyn, Ana	Teacher	ROP/Brown	stipend	200.00	8/1/07	1	SDAIE Training	1	200.00
208	Rubyn, Ana	Teacher	ROP/Brown	stipend	300.00	8/1/07	10/1/07	Fred Jones Training	1	300.00
209	Rubyn, Ana	Teacher	ROP/Brown	hourly rate	36.97	8/27/07	1/25/08	Fall Semester Teacher	569	21,035.93
210	Rubyn, Ana	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	10	313.00
211	Sabatasso, Cynthia	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
212	Saldamondo, Jacque	Teacher	Orange HS/Rohlander	misc hrly rate	36.10	6/16/07	8/2/07	Home Teaching	14	505.40
213	Saltikov, Olay	Teacher	Sp Programs/Ochoa	stipend	110.00	6/26/07	6/29/07	Off Track GLAD Training	4	440.00
214	Saltikov, Olay	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
215	Sanchez, Carlos	Teacher	ROP/Brown	hourly rate	36.97	8/27/07	1/25/08	Fall Semester Teacher	572	21,146.84
216	Sanchez, Carlos	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	10	313.00
217	Satkofsky, Douglas	Teacher	Sp Programs/Ochoa	stipend	117.00	7/10/07	7/13/07	Off Track GLAD Training	4	468.00
218	Satkofsky, Douglas	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
219	Schoeffler-Ross, Patt	Nurse	Health Serv/Rohlander	misc hrly rate	36.10	7/1/07	6/30/08	Extra Support	3	108.30
220	Schrader, Carin	Teacher	ROP/Brown	stipend	200.00	8/1/07		SDAIE Training	1	200.00
221	Scott Griffith, Christie	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
222	Scott, Dale	Teacher	ROP/Brown	hourly rate	36.97	8/27/07		Fall Semester Teacher	619	22,875.19
223	Scott, Dale	Teacher	ROP/Brown	hourly rate	31.30	8/27/07		ROP Substitute	10	313.00
224	Seitz, Jeanine	Teacher	BTSA/McNealy	stipend	110.00	6/18/07	6/20/07	BTSA/Induction Program	1	110.00
225	Sentell, Barbara	Teacher	BTSA/McNealy	misc hrly rate	36.10	7/1/07	7/30/07	Service to PAR Program	2	72.20
	Smallman, James	Teacher	El Modena HS/Reider	misc hrly rate	36.10	7/9/07	7/23/07	CAHSEE Review	19	685.90
227	Smelker, Staci	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
				hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	10	313.00
		Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	Fall Semester Teacher	200	6,260.00
	Spanner, Enedina	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
B				misc hrly rate	36.10	6/21/07	6/21/07	Off Track IEP	6.5	234.65
			BTSA/McNealy	misc hrly rate	36.10	7/1/07	7/30/07	Service to PAR Program	2	72.20
				misc hrly rate	36.10	7/1/07	7/30/07	Service to PAR Program	2	72.20
				hourly rate	82.96	7/18/07	6/15/08	Extra Period/Elem Music	185	15,347.60
				stipend	110.00	6/26/07	6/29/07	Off Track GLAD Training	4	440.00

	Name	Position	Administrative Unit	Schedule/Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
236	Tayag, Bernard	Teacher	IS/Davis	misc hrly rate	36.10	7/1/07	6/30/08	Aeries Support & Training	28	1,010.80
237	Tenney, Kelly	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	30	939.00
		Teacher	Orange HS/Van Eck	misc hrly rate	99.55	8/27/07	6/12/08	9th Grade Restructuring	185	18,416.75
		Teacher	ROP/Brown	hourly rate	32.71	8/27/07	1/25/08	Fall Semester Teacher	185	6,051.35
	·	Teacher	ROP/Brown	hourly rate	31.30	8/27/07		ROP Substitute	10	313.00
	•	Teacher	BTSA/McNealy	stipend	110.00	6/18/07		BTSA/Induction Program	1	110.00
		Teacher	ROP/Brown	stipend	200.00	8/1/07		SDAIE Training	1	200.00
		Teacher	ROP/Brown	hourly rate	31.30	8/27/07		Fall Semester Teacher	282	8,826.60
•		Teacher	ROP/Brown	hourly rate	31.30	8/27/07		ROP Substitute	15	469.50
245	Thomsen, Travis	Teacher	BTSA/McNealy	stipend	110.00	6/18/07	6/20/07	BTSA/Induction Program	1	110.00
246	Thomsen, Travis	Teacher	IS/Davis	misc hrly rate	36.10	7/1/07	6/30/08	Aeries Support & Training	28	1,010.80
247	Tippets, Rebekah	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
248	Tipple, Sharon	Nurse	Health Serv/Rohlander	misc hrly rate	36.10	7/1/07	6/30/08	Extra Support	3	108.30
249	Tobkin, Kathleen		IS/Davis	misc hrly rate	36.10	7/1/07		Aeries Support & Training	28	1,010.80
250	Torkelson, Anita	Teacher	BTSA/McNealy	stipend	110.00	6/18/07		BTSA/Induction Program	1	110.00
251			BTSA/McNealy	misc hrly rate	36.10	7/1/07		Service to PAR Program	2	72.20
252	<b>J</b> .		ROP/Brown	hourly rate	31.30	8/27/07		ROP Substitute	15	469.50
253	Tracey, Walter	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	Fall Semester Teacher	100	3,130.00
254	Tuggle, Charles	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	Fall Semester Teacher	100	3,130.00
255	Unger, Judy	Teacher	ROP/Brown	hourly rate	36.97	8/27/07	1/25/08	Fall Semester Teacher	117	4,325.49
256	Unger, Judy	Teacher	ROP/Brown	hourly rate	31.30	8/27/07		ROP Substitute	10	313.00
257	Valeriote, Melissa	Teacher	Sp Programs/Ochoa	stipend	110.00	6/26/07	6/29/07	Off Track GLAD Training	4	440.00
258	Valeriote, Melissa	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07		Off Track GLAD Training	2	220.00
259	Valles, Valerie	Nurse	Health Serv/Rohlander	misc hrly rate	36.10	7/1/07		Extra Support	3	108.30
260	Vaught-Martinez, Katl	Teacher	ROP/Brown	hourly rate	36.97	8/27/07	1/25/08	Fall Semester Teacher	117	4,325.49
<b>2</b> 61	Vaught-Martinez, Katl	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	10	313.00
<b>2</b> 62	Veit, James	Teacher	El Modena HS/Briquele	misc hrly rate	36.10	8/15/07	8/23/07	Leadership Camp	56	2,021.60
1		Teacher	IS/Davis	misc hrly rate	36.10	7/1/07	9/1/07	EETT Project Cool	8	288.80
₹64	Voris, John	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	Fall Semester Teacher	100	3,130.00
		Teacher	ROP/Brown	stipend	200.00	8/1/07		SDAIE Training	1	200.00
-		Teacher	ROP/Brown	stipend	300.00	8/1/07	10/1/07	Fred Jones Training	1	300.00
12				hourly rate	34.26	8/27/07		Fall Semester Teacher	188	6,423.75
-				hourly rate	31.30	8/27/07		ROP Substitute	10	313.00
	Wegrocki, Janeen	Teacher	Sp Programs/Ochoa	stipend	110.00	6/26/07	6/29/07	Off Track GLAD Training	4	440.00

	Name	Position	Administrative	Schedule/Step/	Rate	Eff.	Date To	Comments	# of	Salary
	·		Unit	Column		From			Units	
270	Weinkauf, Michael	Teacher	ROP/Brown	hourly rate	31.30	8/27/07		ROP Substitute	10	313.00
271	Weir, Martin	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	50	1,565.00
272	Wettengel, Lee	Teacher	ROP/Brown	hourly rate	36.97	8/27/07	1/25/08	Fall Semester Teacher	188	6,931.88
273	Wettengel, Lee	Teacher	ROP/Brown	hourly rate	31.30	8/27/07		ROP Substitute	10	313.00
274	Wilson, Karen	Teacher	Orange, HS/Van Eck	misc hrly rate	81.97	8/27/07	6/12/08	Freshman Success Academy	185	15,164.45
275	Wilson, Karen	Teacher	IS/Davis	misc hrly rate	36.10	7/1/07	6/30/08	Aeries Support & Training	28	1,010.80
276	Woodson, Carrie	Teacher	ROP/Brown	stipend	200.00	8/1/07	1/29/08	SDAIE Training	1	200.00
277	Woodson, Carrie	Teacher	ROP/Brown	stipend	300.00	8/1/07	10/1/07	Fred Jones Training	1	300.00
278	Woodson, Carrie	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	Fall Semester Teacher	470	14,711.00
279	Woodson, Carrie	Teacher	ROP/Brown	hourly rate	31.30	8/27/07	1/25/08	ROP Substitute	10	313.00
280	Yip, Chanmony	Teacher	Sp Programs/Ochoa	stipend	110.00	6/20/07	6/21/07	Off Track GLAD Training	2	220.00
281	Zuidema, Melanie	Teacher	Sp Programs/Ochoa	stipend	110.00	6/26/07	6/29/07	Off Track GLAD Training	4	440.00

Name	Position	Administrative Unit	Schedule /Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
SUMMER SPORTS									
1 Anderson, Stephen	Teacher	Canyon HS/Bowden	payment	275.00	6/25/07	8/30/07	Swimming	1	275.00
2 Ayala, Vinny	Teacher	Canyon HS/Bowden	payment	700.00	6/25/07	8/30/07	Football	1	700.00
3 Bendzock, Patrick	Teacher	Canyon HS/Bowden	payment	3,820.12	6/25/07	8/30/07	Cross Country	1	3,820.12
4 Cram, Kimberley	Teacher	Villa Park HS/Howard	payment	2,400.00	6/25/07	8/30/07	Basketball	1	2,400.00
5 Cross, Aaron	Teacher	Villa Park HS/Howard	payment	3,000.00	6/25/07	8/30/07	Wrestling	1	3,000.00
6 Dale, Matthew	Teacher	Canyon HS/Bowden	payment	2,220.00	6/25/07	8/30/07	Basketball	1	2,220.00
7 Fitzsimons, Patrick	Teacher	Villa Park HS/Howard	payment	5,020.00	6/25/07	8/30/07	Baseball	1	5,020.00
8 Harrison, Nathan	Teacher	Canyon HS/Bowden	payment	5,000.00	6/25/07	8/30/07	Basketball	1	5,000.00
9 Hoggatt, Joe	Teacher	Canyon HS/Bowden	payment	3,690.00	6/25/07	8/30/07	Baseball	1	3,690.00
10 LaValle, Kevin	Teacher	Canyon HS/Bowden	payment	1,000.00	6/25/07	8/30/07	Baseball	1	1,000.00
11 Lawson, Scott	Teacher	Canyon HS/Bowden	payment	2,735.00	6/25/07	8/30/07	Wrestling	1	2,735.00
12 McKee, Brent	Teacher	Canyon HS/Bowden	payment	700.00	6/25/07	8/30/07	Football	1	700.00
13 Peacock, Matt	Teacher	Canyon HS/Bowden	payment	1,340.00	6/25/07	8/30/07	Volleyball	1	1,340.00
14 Ryan, Mitchell	Teacher	Orange HS/Johnson	payment	130.00	6/25/07	8/30/07	Girls' Soccer	1	130.00
15 Sotero, Lindsay	Teacher	Villa Park HS/Howard	payment	600.00	6/25/07	8/30/07	Basketball	1	600.00
16 Tavoularis, Peter	Teacher	Orange HS/Johnson	payment	285.00	6/25/07	8/30/07		1	285.00
17 Toohey, Michael	Teacher	Orange HS/Johnson	payment	110.90	6/25/07	8/30/07	Volleyball	1	110.90
18 Valenti, Druex	Teacher	Canyon HS/Bowden	payment	2,449.12	6/25/07		Cross Country	1	2,449.12
19 Wetzler, Andrew	Teacher	Villa Park HS/Howard	payment	7,680.00	6/25/07	8/30/07	Volleyball	1	7,680.00
20 White, David	Teacher	Villa Park HS/Howard	payment	3,070.00	6/25/07	8/30/07	Cross Country	1	3,070.00

Name	Position	Administrative Unit	Range/Step	Rate	Eff. From	Eff. To	Comments
EMPLOYMENT							
Hourly							
Berger, Gail	Inst. AsstSDC/	Special Education/	26/1 (53)	\$ 13.	39 7/30/200	7	Replacement for C. Geukens
<b>3</b> ,	California ES	Rohlander					•
Bransford, John	Security Patrol Person/	Maintenance &	34/1 (53)	\$ 16.	35 7/2/200	7	Replacement for J. Garrett
·	Maintenance & Operations	Operations/ Torres					•
Gentry, Kasey	Inst. AsstRSP/	Special Education/	26/2 (53)	\$ 14.	09 7/19/200	7	Replacement for S. Bruns
	Running Springs ES	Rohlander					·
Hamel Walker, Lucinda	Inst. AsstSDC/	Special Education/	26/1 (53)	\$ 13.	39 7/19/200	7	Replacement for J. Thompson
	Canyon Rim ES	Rohlander					
Hettinger, Breanna	Inst. AsstInclusion/	Special Education/	26/1 (53)	\$ 13.	39 7/19/200	7	Replacement for M. Munoz
	Special Programs	Rohlander					
Leider, Ashlee	Child Care Aide/	School Age Care/	14/1 (53)	\$ 9.	98 7/19/200	7	Replacement for E. Cockrell
	Anaheim Hills ES	Stephens					·
Lopez, Gisela	CDC Aide/	School Readiness/	22/1 (53)	\$ 11.	58 8/28/2007	7	New position
	Sycamore ES	Evans					
Ramaekers, Heather	Inst. AsstSDC/	Special Education/	26/1 (53)	\$ 13.	39 7/19/2007	7	Move position to new location
	Crescent School	Rohlander					
Reyes, Annie	Bus Driver/	Transportation/	34/1 (51)	\$ 15.	56 7/19/2007	7	Replacement for E. Finen
	Transportation	McDonald					
Schorr, Ronda	Inst. AsstSDC/	Special Education/	26/1 (53)	\$ 13.	39 7/19/2007	7	Replacement for M. Siegler
	Canyon Rim ES	Rohlander					
Stansbury, Starla	Inst. AsstInclusion/	Special Education/	26/1 (53)	\$ 13.	39 7/19/2007	7	Replacement for D. Oswald
	Imperial ES	Rohlander					
Stein, Ashley	Inst. AsstInclusion/	Special Education/	26/1 (53)	\$ 13.	39 8/13/2007	7	New position
	Taft ES	Rohlander					
Stills, Tiffany	Child Care Aide/	School Age Care/	14/1 (53)	\$ 9.	98 7/11/2007	7	Replacement for A. Gibson
	Running Springs ES	Stephens					
Zimmermann, Barbara	Senior Food Service Assistant/	Nutrition Services/	23/1 (53)	\$ 12.	45 8/10/2007	7	Replacement for V. Ong
	Canyon Rim ES	Pollock					· ·
Monthly							
Ang, Natalie	Occupational Therapist/	Special Education/	66/4 (50)	\$ 6,921.	00 7/26/2007	'	New position
	Various	Rohlander					
Casas, Melissa	Occupational Therapist/	Special Education/	66/2 (50)	\$ 6,269.	00 8/8/2007	'	New position
	Pupil Services	Rohlander					

## Consent Agenda Item Board Meeting - August 23, 2007

Name	Position	Administrative Unit	Range/Step	Rate	Eff. From	Eff. To	Comments
Monthly-Continued							
Valdez, Angela	Child Care Assistant Leader/ McPherson Magnet	School Age Care/ Stephens	23/1 (50)	\$ 1,546.00	8/13/2007		Replacement for A. Ruiz
SHORT TERM EMPLOYMENT							
Eggert, Karen	Dance Team Coach/ Canyon HS	Canyon HS/ Bowden	Per Month	\$ 900.00	7/27/2007	6/12/2008	Not to Exceed \$9,000.00
Holman, JoAnne	Stage Manager/ Special Programs	Special Programs/ Besta	Per Hour	\$ 12.00	7/20/2007	6/13/2008	Not to Exceed \$1,500.00
Sly, Ryan	Camera Operator/ Audio-Visual Department	Audio-Visual Department/ Godley	Per Hour	\$ 13.00	8/15/2007	6/30/2008	Not to Exceed \$500.00
Winslow, Melinda	P.E. Aide/ Running Springs ES	Running Springs ES/ Roach	Per Hour	\$ 15.00	8/6/2007	9/21/2007	Not to Exceed \$2,600.00

Name	From	То	Eff. From Date To	Comments
EMPLOYMENT CHANGE				
Hourly				
Carrier, Sherri	Instructional Assistant, Sp. Ed	Instructional Assistant, Sp. Ed	7/19/2007	Promotion, new position
•	Special Programs	Floater		
	26/4 (51)	28/4 (51)		
	9.5 mos/3.5 hrs	9.5 mos/6.5 hrs		
Dominguez, Susan	Instructional Assistant	Instructional Assistant, Sp. Ed	8/28/2007	Promotion, replacing H. Chou
	Esplanade ES	Special Programs		
	24/4 (53)	26/4 (53)		
	9.5 mos/3 hrs	9.5 mos/3 hrs		
Johnson, Amber	Instructional Assistant, Sp. Ed	Instructional Assistant, Sp. Ed	8/28/2007	Increase in work hours, replacing
	El Modena HS	El Modena HS		E. Gharah
	26/2 (53)	26/2 (51)		
	9.5 mos/3.5 hrs	9.5 mos/6.5 hrs		
Mc Kwan-Kliman, Thelma	Instructional Assistant, Sp. Ed	LOA	8/29/2007	Unpaid Leave of Absence
	Silverado ES			•
	26/2 (53)			
	9.5 mos/3.5 hrs			
Paz, Anna	Instructional Assistant	Instructional Assistant, Sp. Ed	8/28/2007	Promotion, replacing M. Beaver
	Esplanade ES	La Veta ES		
	24/4 (53)	26/4 (53)		
	9.5 mos/3 hrs	9.5 mos/3 hrs		
Williamson, Holly	Instructional Assistant, Sp. Ed	Instructional Assistant, Sp. Ed	7/19/2007	Increase in work hours for student
	Crescent ES	Crescent ES		support
	26/2 (53)	26/2 (53)		
	9.5 mos/3 hrs	9.5 mos/3.5 hrs		
Monthly				
Bernardo, Nicholas	Technology Assistant	Technology Support Specialist	7/23/2007	Promotion, replacing T. Laviguer
	Palmyra ES	Educational Technology		
	28/1 (53)	37/1 (50)		
	12 mos/3.8 hrs	12 mos/8 hrs		
Mitchell, Yolanda	Senior Staff/School Clerk	Senior Staff/School Clerk	8/8/2007	Increase in work hours
	Villa Park HS	Villa Park HS		
	32/6 (50) + 5%	32/6 (50) + 5%		
	10 mos/7 hrs	10 mos/8 hrs		

Staff Responsibility: Ed Kissee Assistant Superintendent - Human Resources

Name	From	То	Eff. From	Date To	Comments
Monthly-Continued					
Monroy, Sara	Senior Staff/School Clerk	Technology Support Specialist	8/6/2007		Promotion, new position
-	Special Education	Special Education			
	32/6 (50) + 5%	37/5 (50) + 5%			
	12 mos/8 hrs	12 mos/8 hrs			
Perez, Angela	Attendance Accouting Supervisor	Planning Analyst	8/1/2007		Promotion, replacing K. Emenaker
	Fiscal Services	Facilities & Planning			
	45/4 (83)	57/3 (83)			
	12 mos/8 hrs	12 mos/8 hrs			
Sanchez, Ezequiel	Head Custodian	Gardener/Groundskeeper	9/4/2007		Promotion, replacing M. Chamberlain
	Prospect ES	Maintenance & Operations			
	33/6 (50)	34/6 (50)			
	12 mos/8 hrs	12 mos/8 hrs			
Smith, Pamala	Senior Secretary	Senior Secretary	7/1/2007		Increase in work hours
	Curriculum Staff	Educational Services-Curriculum			
	35/4 (50) + 2%	35/4 (50) + 2%			
	12 mos/5.5 hrs	12 mos/8 hrs			
Villagomez, Alma	School/Community Assistant	School/Community Assistant	7/26/2007		Increase in work hours,
	Cerro Villa MS	Cambridge ES			replacing H. Guzman
	24/2 (53)	24/2 (50)			
	9.5 mos/3.5 hrs	9.5 mos/8 hrs			
Villagomez Chavez, Alvaro	Custodian	Senior Secretary			
	Maintenance & Operations	Language Assessment Center	8/20/2007		Promotion, replacing A. Jalali
		35/1 (50)			
	12 mos/8 hrs	12 mos/8 hrs			

Name	Position	Administrative Unit	Schedule/	Rate	Eff. From	Date To	Comments
SEPARATIONS			Step/Column				
Duncan, Claire	Child Care Aide	School Age Care			8/7/2007		Resignation
Eads, Julie	Child Care Assistant Leader	Child Care			8/3/2007		Resignation
Finen, Erin	Bus Driver	Transportation			7/18/2007		Resignation
Guzman, Hernando	School Community Assistant	Cambridge ES			7/20/2007		Resignation
Huber, Elisabeth	Technology Assistant	Anaheim Hills ES			6/15/2007		Resignation
Jacobs, Dolores	Instructional Assistant	Special Education			6/14/2007		Resignation
Jenkins, Ashley	Instructional Assistant	Special Education			6/14/2007		Resignation
Jennings, Deborah	Instructional Assistant	Special Education			6/14/2007		Resignation
John, Laura	Instructional Assistant	Special Education			2/28/2007		39 Month Rehire
Johnson Anguiano,	Food Service Assistant	Nutrition Services			6/12/2007		Resignation
King, Nicole	Instructional Assistant	Special Education			6/14/2007		Resignation
Learned, Dawn	Instructional Assistant	Special Education			6/6/2007		Resignation
Manrique, Barbara	Instructional Assistant	Villa Park HS			6/14/2007		39 Month Rehire
Martinez, Carmina	Instructional Assistant	Special Education			6/14/2007		Resignation
Mickel, Michele	Instructional Assistant	Regional Occupational			6/15/2007		39 Month Rehire
Neubert, Virginia	Instructional Assistant	Special Education			6/15/2007		Resignation
Ong, Virginia	Senior Food Service	Nutrition Services			8/10/2007		Resignation
Ornelas, Monica	Instructional Assistant	Special Education			6/1/2007		Resignation
Orzol, Holly	Instructional Assistant	Special Education			6/14/2007		Resignation
Raffi, Parvin	Instructional Assistant	Special Education			6/14/2007		Resignation
Ramirez, Maria	Instructional Assistant	Special Education			7/20/2007		Resignation
Shimabukuro, Leah	Instructional Assistant	Special Education			6/15/2007		Resignation
Smith, Kirsten	Instructional Assistant	Special Education			6/14/2007		Resignation
Tuttle, Heather	Instructional Assistant	Special Education			6/15/2007		Resignation
Waters, Anna	Research Analyst	Research & Assessment			7/17/2007		Resignation
Zuniga, Gabriela	CDC Aide	Child Development Center			8/17/2007		Resignation

## Consent Agenda Item Board Meeting - August 23, 2007

	Name	Position	Administrative Unit	Schedule/ Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
	SUMMER SPORTS	}								
1	Ballestero, Joe	Walk-On Coach	Orange HS/Johnson	payment	1,500.00	6/25/07	8/30/07	Basketball	1	1,500.00
2	Bouma, Breanne	Walk-On Coach	Orange HS/Johnson	payment	759.10	6/25/07	8/30/07	Volleyball	1	759.10
3	Bounds, Larry	Walk-On Coach	El Modena HS/Briquelet	payment	2,800.00	6/25/07	8/30/07	Volleyball	1	2,800.00
4	Cinderey, Elizabeth	Walk-On Coach	El Modena HS/Briquelet	payment	3,420.00	6/25/07	8/30/07	Volleyball	1	3,420.00
5	Coyne, Stephen	Walk-On Coach	Canyon HS/Bowden	payment	1,250.00	6/25/07	8/30/07	Basketball	1	1,250.00
6	Danna, Brent	Walk-On Coach	Villa Park HS/Howard	payment	240.00	6/25/07	8/30/07	Water Polo	1	240.00
7	Dobbs, Richard	Walk-On Coach	Villa Park HS/Howard	payment	1,200.00	6/25/07	8/30/07	Volleyball	1	1,200.00
8	Heil,Courtney	Walk-On Coach	El Modena HS/Briquelet	payment	1,000.00	6/25/07	8/30/07	Basketball	1	1,000.00
9	Henderson, Vernon	Walk-On Coach	Villa Park HS/Howard	payment	600.00	6/25/07	8/30/07	Basketball	1	600.00
10	Johnson, Lyndsi	Walk-On Coach	Villa Park HS/Howard	payment	1,200.00	6/25/07	8/30/07	Volleyball	1	1,200.00
11	Lee, Michael	Walk-On Coach	Villa Park HS/Howard	payment	600.00	6/25/07	8/30/07	Tennis	1	600.00
12	Martinez, Sean	Walk-On Coach	Canyon HS/Bowden	payment	700.00	6/25/07	8/30/07	Football	1	700.00
13	Moridzadeh, Roozbeh	Walk-On Coach	Canyon HS/Bowden	payment	1,250.00	6/25/07	8/30/07	Basketball	1	1,250.00
14	Morris, Matt	Walk-On Coach	Canyon HS/Bowden	payment	2,000.00	6/25/07	8/30/07	Baseball	1	2,000.00
15	Parker, Jason	Walk-On Coach	El Modena HS/Briquelet	payment	2,157.00	6/25/07	8/30/07	Water Polo	1	2,157.00
16	Rivera, Patricia	Walk-On Coach	Orange HS/Johnson	payment	650.00	6/25/07	8/30/07	Tennis	1	650.00
17	Secrest, Charmella	Walk-On Coach	Canyon HS/Bowden	payment	2,530.76	6/25/07	8/30/07	Cross Country	1	2,530.76
18	Wenkart, Michael	Walk-On Coach	Orange HS/Johnson	payment	2,230.00	6/25/07	8/30/07	Tennis	1	2,230.00
19	Wilkins, Wilfred	Walk-On Coach	Canyon HS/Bowden	payment	1,730.00	6/25/07	8/30/07	Tennis	1	1,730.00

TOPIC: TEACHER ASSIGNMENT/CONSENT - PROVISIONAL

**INTERNSHIP PERMIT** 

DESCRIPTION: The California Education Code authorizes, under the provision

of Title 5 Section 80021.1, Provisional Internship Permits, that are available when the employing agency has a vacancy, yet is

unable to recruit a suitable candidate.

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 approval of employment based on this permit will allow us to remain compliant with SB 435, which requires

that all teachers be appropriately assigned.

FISCAL IMPACT: This item has no fiscal impact.

RECOMMENDATION: It is recommended that the Board of Education approve the

attached Provisional Internship Permits as presented.

## EMPLOYMENT BASED ON PROVISIONAL INTERNSHIP PERMIT

Board Agenda August 23, 2007

NAME	SITE	POSITION	CREDENTIAL SUBJECT AREA
Satkofsky, Douglas	Touchstones	Teacher Grd. 9-12	Multiple Subject Teaching – General Subjects
Schmidt, Ryan	El Modena High	RSP Teacher Grd. 9-12	Education Specialist Instruction – Mild/Moderate Disabilities
Tuttle, Heather	Cambridge Elem.	SDC Teacher Grd. 4-6	Education Specialist Instruction – Mild/Moderate Disabilities

**TOPIC:** 

TEACHER ASSIGNMENT/CONSENT - VARIABLE OR SHORT TERM WAIVER

**DESCRIPTION:** 

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.

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.

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.

FISCAL IMPACT:

This item has no fiscal impact.

**RECOMMENDATION:** 

It is recommended that the Board of Education approve the variable term waiver as presented.

OUSD/Kissee Board Agenda August 23, 2007

## VARIABLE/SHORT TERM WAIVERS

Board Agenda August 23, 2007

<u>NAME</u>	<u>SITE</u>	POSITION
E.C. 44268 Preparation Progr	am: Clinical Rehabilitati	ve Services
Baker, Kari	Olive Elem.	Speech Therapist, K-6 (Initial Waiver to complete requirements)
Czaykowski, Jennah	Serrano Elem.	Speech Therapist, K-6 (Renewal of Waiver to complete requirements)

TOPIC:

CONTRACT SERVICES REPORT - EDUCATIONAL

**SERVICES** 

**DESCRIPTION:** 

The following is a report of contract service items for

Educational Services.

**WENDY PONTIOUS** 

Wendy Pontious, a science teacher leader for the Westminster School District and Beckman Science, will provide two one-day inservice trainings for 4<sup>th</sup> grade teachers beginning in August and continuing through October 2007. The presentation to the 4<sup>th</sup> grade teachers will provide training in the hands-on, inquiry-centered using Full Option Science System (FOSS) kits

"Environments."

**PAMELA HUTCHINS** 

Pamela Hutchins, science teacher leader for the Santa Ana Unified School District and Beckman Science, will provide a one-day inservice training for kindergarten teachers in September 2007. The presentation will provide training in the hands-on, inquiry-centered using Full Option Science System (FOSS) kits "Trees."

**SUE RILLING** 

Sue Rilling, a Step Up to Writing trainer for Sopris West, will Provide a three-day inservice on October 8 -10, 2007. This training will train *Trainer of Trainers* teachers in grades K-6.

These trainings will be held October 8-10, 2007.

Curriculum Funding . . . . . not-to-exceed . . . . . . . . . \$9,800 01.00-0000-0-5850-9210-2140-209-209-000 (Morga/Stoterau)

**ART MASTERS** 

Art Masters will provide six assemblies at Villa Park Elementary School beginning in September 28, 2007 and continuing through March 2008. Following each assembly, every class is visited by a trained, experienced staff member from Art Masters who works with students on an art project. Art Masters is a multi-faceted program that offers study in visual arts that is designed to meet the curriculum standards in history social studies and language arts

Site Block Grant Funds . . . not-to-exceed . . . . . . . . \$6,000 01.00-6761-0-5850-1131-1000-665-201-000 (Morga/Hausner)

#### **TISHA ALLAN**

Tisha Allan will provide two staff development workshop presentations to the teachers at Canyon High School on August 27 & 28, 2007. These workshops will provide skills and strategies to integrate the critical thinking process as well as creativity into writing across the curriculum. Ms. Allan will conclude the presentation by connecting the work to critical thinking strategies. This contract will replace the contract with Diana Pavloc Glyer, Ph.D., approved on July 19, 2007. Due to scheduling conflicts, Dr. Glyer was unable to provide services. Professional Consulting Services.... not-to-exceed... \$1,200 01.00-7395-0-5850-1132-1000-690-604-000 (Bowden/Reider)

## CAMP FIRE USA ORANGE COUNTY COUNCIL

The Camp Fire USA – Orange County Council organization will continue to provide the Afterschool Education and Safety Program for students at Portola and Yorba Middle Schools. The program hours are from the end of school to 6:00 PM each day that school is in session.

Afterschool Education & . . . . not-to-exceed . . . . \$159,416 Safety Program

01.00-6010-0-5850-1110-1000-604-604-000 (Truex)

#### WILDA STORM

School districts are required to provide equitable share of federal monies to the private schools within their attendance boundaries. Wilda Storm, founder of Storm Educational Enterprises, will present two inservices for the faculty at Hephatha Lutheran School for the 2007/08 school year to provide guidelines for analyzing student writing and text structure for increased student achievement.

#### YMCA OF ORANGE

The YMCA of Orange will continue to provide the Afterschool Education and Safety program for students at California, Esplanade, Jordan, Prospect, Sycamore and West Orange Elementary Schools. The program hours are from the end of school to 6:00 PM, each day that school is in session.

Afterschool Education . . . . . not-to-exceed . . . . . \$371,292 & Safety Program

01.00-6010-0-5850-1110-1000-604-604-000 (Truex)

ORANGE COUNTY DEPARTMENT OF EDUCATION, AB430 TRAINING The Orange County Department of Education is a State Board of Education approved AB430 (formerly AB75) training provider, will provide AB430 training to administrators of Orange Unified School District. This training for administrators will cover the following areas: Module I – Leadership and Support of Student Instructional Programs, Module II – Leadership and Management for Instructional Improvement, and Module III – Instructional Technology to Improve Pupil Performance. AB430 training is to take place for several days out of each year for two years starting September 27, 2007 and ending September 27, 2009. AB430 is a required course for administrators of Program Improvement schools. It also fulfills the requirements for the second tier of the Administrative credential.

AB430 (AB75) funds . . . . . . not-to-exceed . . . . . . . \$11,400 01.00-7325-0-5850-1110-2140-604-604-000 (Truex)

CHAPMAN
UNIVERSITY,
KATHLEEN MUTH
READING & LEARNING
CENTER

The Chapman University, Kathleen Muth Reading and Learning Center will tutor 12-20 students in the District. Under the supervision of a credentialed reading specialist, students will receive 14 hours of one-on-one tutoring with a trained teacher education candidate. This service is provided to students in the Title VII Native American Program who have the highest academic need. The tutoring will take place Summer 2007. The Title VII Native American Program will fund the tutoring for \$250 per student.

Title VII (Native American) . . . . not-to-exceed . . . . . . \$5,000 01.00-4510-8-5850-1110-1000-208-604-000 (Truex)

#### **CPR FOR LIFE**

School districts are required to provide an equitable share of federal monies to the private schools within their attendance boundaries. CPR for Life will conduct a full day inservice at Covenant Christian School on August 29, 2007 for staff training in CPR and first-aid, to ensure student safety and increase staff knowledge.

#### BLACKBOARD, INC.

The Content Management System provides a personal work area or "virtual hard drive" where users can store, organize, and share files in a secure environment anytime, anywhere through Blackboard. The annual renewal includes maintenance, support, and software upgrades to the application.

Educational Technology . . . . . . not-to-exceed . . . . \$36,100

01.00-7394-0-5843-0000-2420-603-401-000

01.00-9513-0-5843-1110-2420-603-603-000 (Davis)

OUSD/Jones/Morga/Reider/Truex Board Agenda August 23, 2007 AT&T DATACOMM Annual Maintenance renewal for the District's Cisco hardware

equipment that supports network connectivity, VoIP telephone

units, servers and intercoms.

Educational Technology . . . . . not-to-exceed . . . . . \$14,784 01.00-7394-0-5843-0000-7700-403-401-000 (Davis)

**DELL COMPUTER** 

Software and maintenance renewal for the Altiris Client Management Suite including remote deployment, hardware/software imaging, asset inventory, and end user

support as well as the Helpdesk Solution.

Information Services/Ed.Tech....not-to-exceed.....\$15,607

01.00-7394-0-5843-0000-7700-430-401-000

01.00-7394-0-5843-0000-2420-603-401-000 (Davis)

IDEAL COMPUTER SERVICES, INC.

Maintenance of Hewlett Packard hardware and software for Business Services for the period of July 1, 2007 to June 30,

2008.

Educational Technology ..... not-to-exceed ...... \$10,566 01.00-7394-0-5843-0000-2420-603-401-000 (Davis)

K-12 EDUCATIONAL MEASUREMENT, LLC

K-12 Educational Measurement, LLC consultant will provide training for two days at \$1,750 a day on the LARS, Longitudinal

Assessment Reporting System for Research and Assessment to assist with the reporting of student data.

Title II, Park A Funds . . . . . not-to-exceed . . . . . . . \$3,500 01.00-4035-8-5850-1115-2140-604-604-000 (Truex/Davis)

FISCAL IMPACT:

\$660,385

**RECOMMENDATION:** 

It is recommended that the Board of Education approve the contract services report, educational services and authorize the

Superintendent or designee to execute the contracts.

TOPIC: STUDY TRIPS

DESCRIPTION: <u>Cambridge Elementary – Fifth Grade Classes – Dana Point-</u>

September 14 – 15, 2007

Cambridge Elementary 5<sup>th</sup> grade classes, under the direction of Nicole Wyckoff, will participate in the Pilgrim Overnight Program in Dana Point on September 14-15, 2007. The students will receive hands-on/real life experience as sailors during the time of the Revolutionary War. This role playing coincides with a novel read in class and addresses California history standards. Total cost per student is \$500 and

scholarships are available.

FISCAL IMPACT: Expenditure of unrestricted donated funds.

RECOMMENDATION: It is recommended that the Board of Education approve the

study trip.

TOPIC:

FOURTH QUARTER REPORT OF UNIFORM COMPLAINTS FOR THE WILLIAMS CASE SETTLEMENT

**DESCRIPTION:** 

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

The Fourth Quarter required report covers the number of Uniform Complaints received by the District under the three areas governed by the Williams Case Settlement for the period of April - June 2007. The three targeted areas are:

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

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

FISCAL IMPACT:

This item has no fiscal impact.

**RECOMMENDATION:** 

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

TOPIC: TEXTBOOK ADOPTIONS – FINAL

DESCRIPTION: The attached list of textbooks has been available for review

for the thirty days required by the Education Code.

FISCAL IMPACT: Textbooks will be purchased from the textbook accounts

during the 2007/2008 school year. Auxiliary adoption texts are used to supplement the basic textbook and are purchased with funds other than the state textbook monies.

District and State Textbook Account Numbers: 01.00-7156-0-4110-1110-1000-609-609-000, 01.00-7158-0-4210-1110-2420-609-609-000.

Other school textbook accounts are used for auxiliary

adoptions.

RECOMMENDATION: It is recommended that the Board of Education adopt the

attached list of textbooks.

# DARD AGENDA - AUGUST 23, 2007 • **100**

## Orange Unified School District TEXTBOOK ADOPTIONS

Board Review – June 21, 2007 Final Approval – August 23, 2007

## **TEXTBOOK ADOPTIONS**

Title	Subject	Grade Level	Publisher	Copyright	ISBN	Funding Source	State Matrix	IMAC
Abriendo Puertas: Antologia De Literatura En Espanol	Foreign Language	11-12	Nextext / McDougal Littell	2003	0618222065	State Textbook Funds	No	6/4/07
Twentieth Century History: The World Since 1900	Social Studies	11-12	Longman	1987	9780582332096	State Textbook Funds	No	6/4/07
The Nazi Revolution	Social Studies	12	Houghton Mifflin	1997	0669416940	State Textbook Funds	No	6/4/07
The Oxford History of the Twentieth Century	Social Studies	12	Oxford University Press	2002	0192803786	State Textbook Funds	No	6/4/07
Rise to Globalism: American Foreign Policy Since 1938	Social Studies	12	Penguin Books	1997	0140268316	State Textbook Funds	No	6/4/07
Art Fundamentals – Theory and Practice	ROP / Art	9-12	McGraw-Hill	2006	9780072862331	State Textbook Funds	No	6/4/07
Exploring Visual Design: The Elements and Principles	ROP / Art	9-12	Davis Publications	2000	0871923793	State Textbook Funds	No	6/4/07
Children – The Early Years	ROP / Child Development	9-12	Goodheart-Willcox	2006	1590705858	State Textbook Funds	No	6/4/07
The Developing Person Through Childhood and Adolescence	ROP / Child Development	9-12	Worth Publishing	2006	9780716770503	State Textbook Funds	No	6/4/07
Hole's Essentials of Human Anatomy and Physiology	ROP / Sports Medicine	9-12	Glencoe/McGraw-Hill	2006	9780073204819	State Textbook Funds	No	6/4/07
Intro to Sports Medicine and Athletic Training	ROP / Sports Medicine	9-12	Thomson/Delmar	2004	140181199X	State Textbook Funds	No	6/4/07

## **AUXILIARY ADOPTIONS**

Title	Subject	Grade Level	Publisher	Copyright	ISBN	Funding Source	State Matrix	IMAC
DK Eyewitness Books	ELD / Science / Social Studies	6-12	DK Publishing, Inc.	2000-2005	9780756613822	Non-Textbook Funds	No	6/4/07
Mathematics for New Speakers of English	ELD	9-12	Saddleback Publishing, Inc.	2005	1562546465	Non-Textbook Funds	No	6/4/07

TOPIC: **CONTRACT SERVICES REPORT – PUPIL SERVICES DESCRIPTION:** The following is a report of contract service items for Pupil Services. **SPECIAL EDUCATION** As the result of an agreement in OAH Case No. N2007070036, the District has agreed to reimburse the parents for educational **STUDENT #265233** related services upon presentation of appropriate receipts. Special Education . . . . not-to-exceed . . . . . . . . . \$3,500 01-00-6500-0-5850-5770-1190-207-207-000 (Rohlander) **SPECIAL EDUCATION** As the result of an agreement, the District will reimburse the parents of special education students for previously obtained **STUDENT #331894** educational services upon presentation of appropriate receipts. Special Education . . . . not-to-exceed . . . . . . . . . . \$375 01-00-6500-0-5850-5770-1190-207-207-000 (Rohlander) SPECIAL EDUCATION As the result of an IEP, the District has agreed to reimburse the parents for Applied Behavior Analysis (ABA) Therapy from July **STUDENT #346223** through September 2007. Special Education . . . . not-to-exceed . . . . . . . . . \$1,680 01-00-6500-0-5850-5770-1190-207-207-000 (Rohlander) SPECIAL EDUCATION As the result of an agreement in OAH Case No. N2007020639 **STUDENT #340857** and N2007060118, the District agrees to fund educational services, supervision and/or training for a special education student. Special Education . . . . not-to-exceed . . . . . . . . . \$23.000 01-00-6500-0-5850-5770-1190-207-207-000 (Rohlander) LAW OFFICES OF As the result of a ruling in OAH Case No. N2007050825, the **ROBERTS & ADAMS** District agrees to pay for reasonable attorneys fees upon presentation of itemized billing statement. Special Education . . . . not-to-exceed . . . . . . . . . \$2,084 01-00-6500-0-5850-5770-1190-207-207-000 (Rohlander) **LAW OFFICES OF** As the result of an agreement in OAH Case No. N2007020639

and N2007060118, the District agrees to reimburse parents for attorneys fees upon presentation of itemized billing statement.

Special Education . . . . not-to-exceed . . . . . . . . .

01-00-6500-0-5850-5770-1190-207-207-000

**MAUREEN GRAVES** 

(Rohlander)

LAW OFFICES OF JACK H. ANTHONY

As the result of an agreement in OAH Case No. N2007070476, the District agrees to reimburse parents for attorneys fees upon presentation of itemized billing statement.

Special Education . . . . not-to-exceed . . . . . . . . . \$1,500 01-00-6500-0-5850-5770-1190-207-207-000 (Rohlander)

#### **ANNE STONE**

Anne Stone, former Special Education/SELPA Director, will review and revise the Pupil Services Department Procedural Manual which will guide teachers and staff in decision making and preparation of legally defensible Individual Educational Plans.

Special Education . . . . not-to-exceed . . . . . . . . \$30,000 01-00-6500-0-5850-5001-2110-207-207-000 (Rohlander)

## ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE)

The District, along with other local SELPAs, agrees to participate in the Parent Infant Education and Support Program. The program provides developmental education, support and resources with a family focus to empower parents to make informed decisions for their child who is diagnosed with a hearing loss.

Special Education . . . . . not-to-exceed . . . . . . . . . . \$5,950 01-00-6500-0-7142-5730-9200-207-207-000 (Rohlander)

# ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE)

The OCDE provides oversight and training for obtaining Medi-Cal federal reimbursement funds through the Medi-Cal Administrative Activities (MAA) Program. The agency fee includes a state participation fee, determined each year by the California Department of Health Services, and a service fee of 5% of the generated revenue.

# ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE)

As the result of a settlement agreement in OAH Case No. N2006110066, the District, along with the OCDE and Placentia-Yorba Linda Unified School District, agrees to reimburse the parents for reasonable attorneys' fees and educational tutoring and /or educational therapy services.

Special Education . . . . not-to-exceed . . . . . . . \$3,400 01-00-6500-0-5850-5770-1190-207-207-000 (Rohlander)

## MONTEREY COUNTY SELPA

An educational program provided to the Orange Unified School District Special Education Local Plan Area (SELPA) by the Monterey County SELPA is required to provide training in

speech and language to qualified District staff.

#### **JANICE BOSWORTH**

The services of Janice Bosworth are required during the 2007/08 school year to work with teachers and instructional assistants to plan, organize and implement programs to support students with autism and behavioral disabilities and to assist in developing teaching materials, activities and classroom environments for these students.

## SPECIAL EDUCATION STUDENT #255061

As a result of an IEP, the District agrees to reimburse the parents of a special education student for educational services and mileage for July 2007 through September 2007. Reimbursement will be based on proof of payment submitted to the District.

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

## SO. CALIFORNIA COLLEGE OF OPTOMETRY

The services of Southern California College of Optometry were needed during the 2006/07 school year to perform additional visual therapy assessments, including material fees, for special education students.

Special Education . . . . not-to-exceed . . . . . . . . . . . \$600 01-00-6500-0-5842-5770-1190-207-207-000 (Rohlander)

## PARADIGM HEALTHCARE SERVICES

The services of Paradigm Healthcare are required to conduct the data collection and billing system for obtaining Medi-Cal federal reimbursement funds for school health services currently provided to Medi-Cal eligible students by the school nurses, psychologists, and speech therapists for the 2006/07 school year.

Special Education . . . . not-to-exceed . . . . . . . . . \$16,500 01-00-5640-0-5850-0000-3140-206-207-000 (Rohlander)

FISCAL IMPACT:

\$140,089

**RECOMMENDATION:** 

It is recommended that the Board of Education approve the

Contract Services Report- Pupil Services as presented.

OUSD /Rohlander Board Agenda August 23, 2007 TOPIC:

RESOLUTION FOR THE ACCEPTANCE OF FUNDS FOR 2007-2008 CHILD DEVELOPMENT GENERAL CENTER CHILD CARE AND LATCHKEY PROGRAM - CHILD **DEVELOPMENT SERVICES** 

**DESCRIPTION:** 

The Child Development Services department has received notification from the California Department of Education, Child Development Division, that the District's child development funding for the 2007-2008 school year will be \$1,010,371. Funds are provided from grants awarded to the District for lowincome families and teen-mothers. Funding for child care is available to students at 23 of the elementary schools and the Child Development Center located at Parkside. There are approximately 175 school-age students funded by the Latchkey Grant in the School Age Care (SAC) programs and 100 preschool children funded through the General Child Care Grant.

Section 8263(b) of the Education code establishes admission priority for services. First priority is given to children who are recipients of Child Protective Services (CPS). Second priority is

given to all income eligible families.

FISCAL IMPACT:

Receipt of \$1,010,371

**RECOMMENDATION:** 

It is recommended that the Board of Education adopt the resolution and authorize the Superintendent or designee to accept the child development funds in the amount of

\$1,010,371 for the 2007-2008 fiscal year.

TOPIC: AGREEMENT FOR HOSPITAL INSTRUCTION BETWEEN

ORANGE UNIFIED SCHOOL DISTRICT AND CHILDREN'S

**HOSPITAL OF ORANGE COUNTY** 

DESCRIPTION: The District is required to provide special education programs

to hospitalized students. Children's Hospital of Orange County (CHOC) provides quality education for students during their stay at the hospital and the District will provide special education programs for school age persons with exceptional needs. It is necessary for the District to enter into a five-year agreement with CHOC effective July 1, 2007, through June 30,

2012.

FISCAL IMPACT: No fiscal impact.

RECOMMENDATION: It is recommended that the Board of Education approve the

agreement with Children's Hospital of Orange County.

TOPIC:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AGREEMENT WITH ORANGE UNIFIED SCHOOL DISTRICT FOR THE OCCUPATIONAL THERAPY ASSISTANT PROGRAM

**DESCRIPTION:** 

The Rancho Santiago Community College District (RSCCD) and the Orange Unified School District (OUSD) acknowledge a public obligation to contribute to Occupational Therapy Assistant Program education for the benefit of students and to meet community needs. RSCCD provide programs in Occupational Therapy Assistant Program education which require clinical experience for students enrolled in these OUSD has suitable facilities to provide opportunities for clinical experience to enhance the students' capabilities as practitioners. RSCCD will initiate the development of mutually acceptable clinical instruction plans for using OUSD's clinical areas to meet the educational goals of the Occupational Therapy Assistant Program curricula. This five-year agreement shall be effective as of the date signed and shall continue in effect until June 2012.

FISCAL IMPACT:

No fiscal impact.

**RECOMMENDATION:** 

It is recommended that the Board of Education approve the agreement with Rancho Santiago Community College District.

TOPIC: SPECIAL EDUCATION NON-PUBLIC SCHOOLS &

**DESIGNATED INSTRUCTIONAL SERVICES- 2006-2007** 

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: \$10,702

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 2006-2007

ID No.	Non-Public School	Cost	Period Covered
352496	Blind Children's Learning Center Santa Ana, California	\$4,320	05/10/07-06/30/07
330361	Braille Consultants, Inc.	80	05/01/07-06/30/07
	Newport Beach, California	Addendum	
352503	Comprehensive Ed. Svcs.,Inc. (ACES) San Diego, California	3,019	06/05/07-06/30/07
321537	Comprehensive Ed. Svcs., Inc. (ACES)	397	01/29/07-06/30/07
		Addendum	
321906	Leann Schouten, MS Irvine, California	125	06/15/07-06/30/07
351746	Speech & Language Develop. Center Buena Park, California	1,501	06/07/07-06/30/07
255061	Vista Behavior Consulting	1,260	04/01/07-06/30/07
	Cypress, California	Addendum	

TOPIC: SPECIAL EDUCATION NON-PUBLIC SCHOOLS &

**DESIGNATED INSTRUCTIONAL SERVICES- 2007-2008** 

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: \$1,772,235

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 2007-2008

<b>ID No.</b> 352496	Non-Public School Blind Children's Learning Center	<b>Cost</b> \$28,912	Period Covered 07/01/07-06/30/08
	Santa Ana, California	•	
261319	Mardan Center of Ed. Therapy Irvine, California	31,992	09/06/07-06/30/08
312455	Oralingua School for Hearing Impaired Whittier, California	30,100	07/01/07-06/30/08
313734	Oralingua School for Hearing Impaired	1,140	07/01/07-06/30/08
342604	Rossier Park Elementary School Buena Park, California	39,690	07/01/07-06/30/08
346138	Rossier Park Elementary School	40,735	07/01/07-06/30/08
348647	Rossier Park Elementary School	39,690	07/01/07-06/30/08
348111	Rossier Park Elementary School	42,990	07/01/07-06/30/08
323548	Rossier Park Elementary School	39,690	07/01/07-06/30/08
274243	Rossier Park Elementary School	42,990	07/01/07-06/30/08
322641	Rossier Park Elementary School	39,690	07/01/07-06/30/08
347059	Rossier Park Elementary School	39,690	07/01/07-06/30/08
323796	Rossier Park Elementary School	42,990	07/01/07-06/30/08
351315	Rossier Park Elementary School	39,690	07/01/07-06/30/08
348151	Rossier Park Jr./Sr. High School Buena Park, California	40,735	07/01/07-06/30/08
246736	Rossier Park Jr./Sr. High School	41,780	07/01/07-06/30/08
346740	Rossier Park Jr./Sr. High School	42,385	07/01/07-06/30/08
258207	Rossier Park Jr./Sr. High School	40,735	07/01/07-06/30/08
211233	Rossier Park Jr./Sr. High School	69,456	07/01/07-06/30/08
348126	Rossier Park Jr./Sr. High School	40,735	07/01/07-06/30/08
247734	Rossier Park Jr./Sr. High School	46,851	07/01/07-06/30/08
343518	Rossier Park Jr./Sr. High School	40,735	07/01/07-06/30/08
280632	Therapeutic Education Centers Santa Ana, California	42,025	07/01/07-06/30/08
343353	Therapeutic Education Centers	42,025	07/01/07-06/30/08
241462	Youth Care/Pine Ridge Academy	42,132	07/01/07-06/30/08
	Draper, UT		
ID No.	<b>Designated Instruction</b>	Cost	Period Covered
326223	Autism Partnership Seal Beach, California	\$142,945	07/01/07-06/30/08
306067	Autism Solutions for Kids Irvine, California	15,332 Addendum	07/01/07-06/30/08
307318	Braille Consultants, Inc. Newport Beach, California	320	07/01/07-06/30/08
233709	Braille Consultants, Inc.	320	08/30/07-06/30/08

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222070	The Children's Therapy Center	12,474	07/01/07-06/30/08
322870	Garden Grove, California	12,414	07701707-00/30/00
352503	Comprehensive Ed. Svcs.,Inc. (ACES)	2,242	07/01/07-06/30/08
002000	San Diego, California	_,	
341371	Comprehensive Ed. Svcs.,Inc. (ACES)	20,220	07/01/07-06/30/08
306237	Comprehensive Ed. Svcs.,Inc. (ACES)	17,800	07/01/07-06/30/08
240007	Comprehensive Ed. Svcs.,Inc. (ACES)	17,220	07/01/07-06/30/08
238103	Comprehensive Ed. Svcs., Inc. (ACES)	18,180	07/01/07-06/30/08
281077	Comprehensive Ed. Svcs.,Inc. (ACES)	26,220	07/01/07-06/30/08
332608	Coyne & Associates	44,160	07/01/07-06/30/08
33_33	Encinitas, California	,	
332767	Footprints Behavioral Intervention	49,200	07/01/07-06/30/08
	Fountain Valley, California		
255061	Function Junction	8,550	07/01/07-06/30/08
	Irvine, California		
274233	Function Junction	4,370	07/01/07-06/30/08
341734	Irvine Therapy Services, Inc.	9,716	07/01/07-06/30/08
	Irvine, California		
312533	Providence Speech & Hearing Center	1,760	07/01/07-06/30/08
	Orange, California	Addendum	
330680	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
	Orange, California		
333631	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
331508	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
347333	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
2,83547	Russo, Fleck & Associates	5,140	07/01/07-06/30/08
348836	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
324320	Russo, Fleck & Associates	2,070	07/01/07-06/30/08
332923	Russo, Fleck & Associates	400	07/01/07-06/30/08
330735	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
324400	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
283033	Russo, Fleck & Associates	600	07/01/07-06/30/08
333649	Russo, Fleck & Associates	3,940	07/01/07-06/30/08
339422	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
347931	Russo, Fleck & Associates	3,940	07/01/07-06/30/08
349135	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
346225	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
347776	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
341900	Russo, Fleck & Associates	3,940	07/01/07-06/30/08
346098	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
333923	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
312408	Russo, Fleck & Associates	1,400	07/01/07-06/30/08
313876	Russo, Fleck & Associates	1,400	07/01/07-06/30/08
312410	Russo, Fleck & Associates	1,400	07/01/07-06/30/08
248034	Russo, Fleck & Associates	500	07/01/07-06/30/08
323400	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
314203	Russo, Fleck & Associates	3,940	07/01/07-06/30/08

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315315	Russo, Fleck & Associates	13,420	07/01/07-06/30/08
348820	Russo, Fleck & Associates	3,940	07/01/07-06/30/08
322297	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
349045	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
332259	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
312941	Russo, Fleck & Associates	600	07/01/07-06/30/08
332388	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
323509	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
348351	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
331908	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
332552	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
304742	Russo, Fleck & Associates	600	07/01/07-06/30/08
334969	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
347969	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
342128	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
282108	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
348352	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
280114	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
280182	Russo, Fleck & Associates	7,680	07/01/07-06/30/08
321906	Leann Schouten, MS	10,375	07/01/07-06/30/08
	Irvine, California		
333631	Vista Behavior Consulting	53,210	07/01/07-06/30/08
	Cypress, California		
274233	Vista Behavior Consulting	53,210	07/01/07-06/30/08
321906	Wertheimer Gale & Associates	3,740	07/01/07-06/30/08
	Irvine, California		
312533	Write Start Pediatrics	1,138	07/01/07-06/30/08
	Aliso Viejo, California		