

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

**THURSDAY • OCTOBER 25, 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.

A G E N D A

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

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

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

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

9. ANNOUNCEMENTS AND ACKNOWLEDGMENTS

- A. Superintendent’s Report 1
- B. Board President’s Report 1
- C. Board Recognition of Students, Staff, and Community 1
 - i) Outstanding Customer Service Award 2
- D. State of the School Report - Tremone Proctor, Orange High School 1

10. APPROVAL OF MINUTES

October 11, 2007 (Regular Meeting)

11. 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.

12. ACTION ITEMS

- A. Public Hearing on the Sufficiency of Textbooks, Instructional Materials and Science Lab Equipment (9-12) and Adoption of Resolution No. 09-07-08 3-5
- B. District-wide Support of the Visual and Performing Arts Program and First Reading of Board Policy 6142.6 - Visual and Performing Arts Instruction 6-9

13. INFORMATION/DISCUSSION ITEMS

No Items

14. CONSENT ITEMS

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

BUSINESS SERVICES

- A. Purchase Orders List 10
- B. Warrants List 11
- C. Gifts 12
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- F. Liability Claim No. 07/08-006 35

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- H. Student Teacher Assignments/Agreements 46-47
- I. Teacher Assignment/Consent - Provisional Internship Permit 48-49

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- K. Study Trips 53-54
- L. First Quarter Report of Uniform Complaints for the Williams Case Settlement 55
- M. Certification of Provision of Standards-Aligned Instructional Materials 56-57
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- O. School Readiness Program: California Department of Education Grant Funding for Preschool and Family Literacy 59-60

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 W. Special Education Non-Public Schools & Designated Instructional Services - 2007-08 70-72

BOARD OF EDUCATION/SUPERINTENDENT

X. Resolution 07-08-08: Authorization of Payment to Trustee Absent from Regular Board Meeting ... 73-74

15. PUBLIC COMMENT: Non-Agenda Items

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

17. ADJOURNMENT

18 CALENDAR OF REMAINING 2007 BOARD MEETINGS

November 15, 2007
 December 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**
 - *Outstanding Customer Service Incentive Program (attached)*
 - 9.D. State of the School Report**
 - *Tremone Proctor, Orange High School*

TOPIC: **BOARD RECOGNITION – OUTSTANDING CUSTOMER SERVICE INCENTIVE PROGRAM – “ATTITUDE IS EVERYTHING”**

DESCRIPTION: In keeping with the District’s Top Ten Core Values of providing outstanding customer service, the new incentive program entitled, “Attitude is Everything,” has been implemented. Outstanding customer service has been identified as a “Wildly Important Goal” or a WIG.

Classified employees, who have been nominated by their peers, co-workers and/or supervisors, will be selected monthly based on their positive “can do” attitude as reflected in their daily activities. Qualifications for recognition include the following:

- Positive “can do” attitude/optimistic *persona*
- Brings a solution when presenting a challenge
- Consistently goes the extra mile
- Exhibits positive phone etiquette (introduces themselves, hear a smile in their voice, offers solutions)
- Is a team player

For the month of October, the classified employees chosen for exemplifying outstanding customer service are:

- **Jola Wrzesien**, Accounting Technician
Fiscal Services, District Office
- **Martha Landry** and **Debbie Hewitt**, Office Managers
Crescent Elementary School

Recommendation: It is recommended that the Board of Education recognize **Jola Wrzesien, Martha Landry** and **Debbie Hewitt** as recipients of the Outstanding Customer Service Award for the month of October.

ACTION
ITEMS

TOPIC: PUBLIC HEARING ON THE SUFFICIENCY OF TEXTBOOKS, INSTRUCTIONAL MATERIALS AND SCIENCE LAB EQUIPMENT (9-12) AND ADOPTION OF BOARD RESOLUTION NO. 09-07-08

DESCRIPTION: The Williams Settlement set a specific timeline for districts in certifying the sufficiency of textbooks, instructional materials, and science lab equipment (9-12). The settlement requires the hearing to be held prior to the end of the eighth week after the first day pupils attend school. Education Code Section 60119 and 60422(b) specifies that the governing boards of school districts establish steps and procedures and take appropriate action to ensure the availability of textbooks and instructional materials on a yearly basis.

1. Hold a public hearing.
2. Make a determination, through a resolution, on the status of the sufficiency or insufficiency of textbooks and instructional materials in the District and that they are consistent with the content and cycles of the curriculum framework adopted by the state board in the following areas:
 - Mathematics
 - Science
 - History/Social Science
 - English/Language Arts, including the English Language Development component of an adopted program
 - Foreign Language
 - Health
3. Make a determination, through a resolution, on the status of the availability of laboratory sciences equipment as applicable to science laboratory courses offered in grades 9 to 12, inclusive.

The District has posted, as required by law, a notice of public hearing ten days in advance of this evening's hearing, and the attached resolution satisfies the requirements of the timeline for implementation of the Williams Settlement legislation.

FISCAL IMPACT: Adoption of the resolution has no fiscal impact.

RECOMMENDATION: It is recommended that the Board of Education hold a public hearing, adopt Resolution No. 09-07-08, and certify to the California Department of Education that the District has complied with the requirement of Education Code Section 601 19(c) and 60422(b).

RESOLUTION NO. 09-07-08

**ORANGE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

**DETERMINING STEPS TO ENSURE AVAILABILITY OF TEXTBOOKS AND
INSTRUCTIONAL MATERIALS FOR 2007-2008**

WHEREAS, Education Code Section 60119 establishes steps and procedures to ensure the availability of textbooks and instructional materials in order to be eligible to receive funds for that purpose, and;

WHEREAS, the procedures require that school districts take appropriate action to ensure the availability of textbooks and instructional materials on a yearly basis, and;

WHEREAS, pursuant to Education Code Sections 60119 and 60422(b), the Board is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders, and;

WHEREAS, the Board is required to provide 10 days' notice of the public hearing or hearings, and;

WHEREAS, the notice shall contain the time, place, and purpose of the hearing and be posted in three public places within the school district, and;

WHEREAS, the hearing shall be held at a time that will encourage the attendance of teachers and parents and guardians of pupils who attend the schools in the district and shall not take place during or immediately following school hours, and;

WHEREAS, the governing Board of a school district, as part of the required hearing, shall also make a written determination as to whether each pupil enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for those subjects, and;

WHEREAS, the governing Board shall also determine the availability of laboratory science equipment as applicable to science laboratory courses offered in grades 9 to 12, inclusive, and;

WHEREAS, a public hearing was held on October 25, 2007, which is on or before the eighth week of school and;

WHEREAS, the Board is required to make a determination, through a resolution, as to whether each pupil in each school in the district has, sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

- (i.) Mathematics
- (ii.) Science
- (iii.) History-social science
- (iv.) English / Language arts, including the English language development component of an adopted program.

NOW, THEREFORE BE IT RESOLVED, that the governing Board makes the determination that each pupil of the district, has available sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 in each subject listed above, consistent with the content and cycles of the curriculum framework adopted by the State Board and adopted by this Board in accordance with the procedures as established.

BE IT FURTHER RESOLVED, that for the 2007-2008 school year the Orange Unified School District has provided each pupil with sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 in each subject listed above, consistent with the content and consistent with the cycles and content of the curriculum frameworks adopted by the State Board for those subjects.

BE IT FURTHER RESOLVED, that for the 2007-2008 school year the Orange Unified School District has provided sufficient textbooks or instructional materials, or both, that are consistent with the content and cycles of the curriculum frameworks adopted by the state board, to each pupil enrolled in a foreign language or health course, and that sufficient laboratory science equipment applicable to science laboratory courses offered in grades 9 - 12, inclusive, is available to pupils.

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

I hereby certify that the foregoing Resolution was duly and regularly adopted by the Board of Education at a regular meeting of the said Board held at 1401 N. Handy Street, Orange, California on the 25th day of October, 2007.

ATTEST:

 Kimberlee Nichols, President

 John H. Ortega, Clerk

TOPIC: **DISTRICT-WIDE SUPPORT OF THE VISUAL AND PERFORMING ARTS PROGRAM; FIRST READING OF BOARD POLICY 6142.6 – VISUAL AND PERFORMING ARTS INSTRUCTION**

DESCRIPTION: At the March 9, 2006, Board of Education meeting Mrs. Cheryl Cohen presented a report on elementary music education. On March 18, 2006, a status report on music in the OUSD was presented to interested parties at El Rancho Charter School by Dr. John Benham, a consultant engaged by the Music Matters Committee. Additional study of the visual and performing arts programs was requested and Mrs. Cohen was then asked by the Superintendent to provide a follow-up report for the elementary music program for the school year 2006-2007.

The Arts Advantage Committee of students, parents, teachers, administrators, and community members was formed in January 2007. Jim Thomas, Orange County Department of Education Coordinator of Visual and Performing Arts, and Helena Hanna, Regional Director of the California Arts Project, agreed to serve as facilitators. The stated outcome for this committee was to provide “a visionary plan for Orange Unified School District that will provide a comprehensive, sequential, standards-based arts education for all students at all schools” and present the plan to the Superintendent. Goals included:

- Create a vision and policy for arts education in OUSD.
- Write a strategic plan for arts education in OUSD.
- Develop a funding plan to support the strategic plan for arts education in OUSD.

Mrs. Cohen informed the Board of Education and the Superintendent about the work of the committee on June 21, 2007. The draft of a proposed policy recommended by the committee, and the strategic plan developed by the committee, was presented at that time. The committee report did not include a funding component to support the strategic plan.

The Board requested additional information regarding the extent of arts education programs and current level of expenditures as well as the cost to implement the plan presented to the Superintendent by the Arts Advantage

Committee. Staff subsequently examined the current program for all grades K-12. A summary of expenditures from the district budget is attached. Contributions from school booster groups, parent groups and the Associated Student Board are not included in the total.

This examination showed the equivalent of 25.24 full-time positions assigned for arts instruction in the four areas of art, dance, music, and theater at the elementary level and another 31.4 full-time positions at the secondary level, totaling 56.64 full-time equivalent positions for K-12. When the expenditure for instructional materials and instrument inventory is included with the expenditure for staff the total expenditures for arts instruction is \$4,829,143, approximately 1.94% of the total district budget. The average amount currently expended for arts education in Orange County school districts is approximately 2.5%, the highest being about 3.2%. (Information from Jim Thomas, Orange County Department of Education Coordinator of Visual and Performing Arts)

FISCAL IMPACT: No additional fiscal impact.

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

1. The current level of support for the visual and performing arts program, including upper elementary music, continue.
2. External funding sources be sought for ongoing support of the visual and performing arts program and implementation of the strategic plan as presented by the Arts Advantage Committee.
3. Board Policy 6142.6, *Visual and Performing Arts Instruction* (attached), be approved for first reading.

**Visual and Performing Arts
Summary of Expenditures
Orange Unified School District**

Elementary		
25.24 Full time Equivalent Positions	\$1,766,800	
Instructional Materials	170,118	
Total Elementary Expenditures		\$1,936,918
Secondary		
31.4 Full-Time Equivalent Positions	\$2,271,200	
Instructional Materials	35,264	
Transportation	18,038	
ROP	65,723	
Total Secondary Expenditures		\$2,390,225
K-12 Instruments		
Annual Expenditures	\$129,000	
Current Inventory Value	\$373,000	
Total Instrument Expenditures		\$502,000
Grand Total		\$4,829,143

The grand total is about 1.94% of the total district expenditures.

The following information was received from Jim Thomas, OCDE Visual and Performing Arts Coordinator and Co-Chair of the Task Force:

- Most districts in Orange County expend approximately 2.5% of total funds for the Visual and Performing Arts, the highest being about 3.2%.
- The 5% figure used in the Strategic Plan was derived from an example provided to the task force.

InstructionVisual and Performing Arts Instruction

The Board of Education recognizes that visual and performing arts instruction is an integral part of the core curriculum for all students and is committed to the implementation and sustained viability of a comprehensive, sequential, standards-based instructional program for every student in grades K-12.

District staff will work to address the challenge of securing sustainable funding for the purpose of providing an infrastructure to maintain a program that includes high quality instruction and maximizes student achievement. This infrastructure shall include a full time coordinator of visual and performing arts, credentialed specialists, targeted professional development, adequate and appropriate facilities, and partnerships with the community to further arts education.

*Legal Reference:*EDUCATION CODE

8810-8819.5	<i>Arts education</i>
8820-8830	<i>Arts Work Visual and Performing Arts Education Program</i>
8950-8958	<i>California summer school of the arts</i>
51204	<i>Course of study designed for students' needs</i>
51225.3	<i>Graduation requirements</i>
58800-58805	<i>Specialized secondary programs</i>
99200-99205	<i>Subject matter projects</i>

Adopted:

ORANGE UNIFIED SCHOOL DISTRICT
Orange, California

CONSENT ITEMS

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

TOPIC: PURCHASE ORDERS LIST

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

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

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

FISCAL IMPACT: \$7,796,254.96

RECOMMENDATION: It is recommended that the Board of Education approve the Purchase Orders List dated October 1 through October 14, 2007 in the amount of \$7,796,254.96.

TOPIC: **WARRANTS LIST**

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

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

FISCAL IMPACT: \$3,109,769.74

RECOMMENDATION: It is recommended that the Board of Education approve the Warrants List dated October 1 through October 14, 2007 in the amount of \$3,109,769.74.

TOPIC:	GIFTS
DESCRIPTION:	<p>The following gifts were donated to District.</p> <ul style="list-style-type: none">• Eagle Scout Project – ten handmade ball carts to Jordan Elementary School, donated by Luke Watkins• Ford Escort to the El Modena High School auto shop program, donated by Fran Kulp• Treadmill, lifecycle and various exercise/gym equipment to Canyon High School athletics, donated by Mark Clark
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.

TOPIC: **CONTRACT SERVICES REPORT – BUSINESS SERVICES**

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

**CALIFORNIA
NUTRITION NETWORK
YOUTH
EMPOWERMENT PILOT
PROJECT,
YEAR 2**

OUSD Network for a Healthy California (Network) has been chosen as one of five school districts statewide to pilot a special Youth Empowerment Pilot Project for another school year due to tremendous success in pilot year 1 (06-07). With the assistance of OUSD Network Coordinator, OUSD will receive additional funding for the period of October 1, 2007 to September 30, 2008. This additional funding will permit to engage and pay up to twelve Orange High School (OHS) students to meet, engage, and support/train in identifying nutrition and physical activity issues. Students, Lead Person, and OUSD Network Coordinator will conduct weekly meetings to provide assistance and support to compile a report on nutrition and/or physical activity issues these OHS students investigate. The funding and guidelines for this additional grant funding (pilot project) include travel, meetings, retreat, and presentations, reimbursement for expenses directly related to this pilot project for Lead Person and \$500 for each youth identified to participate on this project at the end of the contract period.

Categorical funding/Nutrition Network...not-to-exceed...\$14,000
01.00-9514-8-4310-1132-1000-423-423-000 (Pollock)

**DIANE BAKER,
CONSULTANT**

Diane Baker, PE Consultant will provide services to the OUSD Network for a Healthy California (Network) in Follow the Leader physical activity and nutrition education teacher trainings at participating Network schools. Services will include providing expertise to edit training DVD, Follow the Leader manual along with train the trainer agendas/sessions models.

Categorical funding/Nutrition Network.....not-to-exceed...\$9,600
01.00-9508-8-5850-0000-3700-423-423-000 (Pollock)

**ASSESSMENT AND
ASSOCIATES
INTERNATIONAL**

Assessment & Associates International will provide services to the OUSD Network for a Healthy California (Network) in data collection, assessment, and analysis. Services will include designing instrumentation to collect statistical information, provide final reports on data collected for OUSD Network 's The Breakfast Club program, provide all data collection data entry, for the purpose of tracking outcomes of nutrition education interventions.

Categorical funding/Nutrition Network...not-to-exceed...\$7,500
01.00-9508-8-5850-0000-3700-423-423-000 (Pollock)

S & L ENTERPRISES

S & L Enterprises will provide services to the OUSD Network for a Healthy California (Network) in data collection, assessment, and analysis for OUSD Network’s Harvest of the Season program and Follow the Leader program. All data collection data entry, statistical information, and final reports will be provided to OUSD Network at the end of the school year.

Categorical funding/Nutrition Network....not-to-exceed...\$7,000
01.00-9508-8-5850-0000-3700-423-423-000 (Pollock)

PATTY MAIZE

Patty Maize, with extensive experience in parent and student outreach, will provide services to Orange USD Network for a Healthy California’s (Network) Youth Empowerment Pilot Project Year 2. Services will include working with up to 12 OHS students to promote nutrition and physical activity in the community and campus. The source of funding will be Orange USD’s Network funds granted this school year specifically for “youth empowerment in nutrition”.

Categorical funding/Nutrition Network....not-to-exceed...\$5,000
01.00-9514-0-5850-1132-1000-423-423-000 (Pollock)

MARK J. PAONE, AIA

At the August 24, 2006, Board of Education meeting, Paone Architects was awarded the project for the upgrade of bathrooms at Villa Park High in Building 400. This required preparation of ADA compliant drawings and DSA approval for a fee of \$53,900. Once the walls were opened up, it was discovered the structural framing was inadequate. Architectural services are needed to design repairs to make the structural framing acceptable. Change Order No. 1 increases the value of the contract and adds additional time of one year.

Deferred Maintenance.....not-to-exceed.....\$9,900
14.00-6205-0-5850-0000-8500-394-410-000 (Harlin)

NYBERG ARCHITECTS

The shade structure at El Rancho Charter School is in poor condition and needs to be replaced. The services of an architectural firm are required to prepare the plans and specifications and submit the project to DSA for approval. Nyberg Architects already has school site drawings from prior projects and can provide these services for the District.

General Fund.....not-to-exceed.....\$5,500
01.00-0910-0-5850-1132-2700-387-202-000 (Harlin)

UNIVERSAL METRO

The District awarded bid No. FC6015 – Flooring – California Elementary School to Universal Metro on June 21, 2007. Change Order No. 1 increases the value of the contract and does not add any additional time to the contract. The cost and scope were reviewed and found to be reasonable by the architect, construction manager and staff. This Change Order falls within the allowable maximum of 10% per the Public Contract Code 20118.4(a)(2).

Special Reserve/Capital Projects.....\$2,663
40.00-0802-0-6270-9520-8500-240-416-000 (Christensen)

MILLER ENVIRONMENTAL, INC.

The District awarded bid No. FC6008 – Demolition and Abatement – Jordan Elementary School to Miller Environmental, Inc. on November 16, 2006. Change Order No. 2 increases the value of the contract and does not add any additional time to the contract. The cost and scope were reviewed and found to be reasonable by the architect, construction manager and staff. This Change Order falls within the allowable maximum of 10% per the Public Contract Code 20118.4(a)(2).

Special Reserve/Capital Projects.....\$4,475
40.00-0805-0-6279-9520-8500-248-416-000 (Christensen)

CENTER FOR DEMOGRAPHIC RESEARCH, CSUF

At the August 23, 2007 Board of Education meeting, the Board discussed the realignment of trustee areas and directed staff to pursue the process of contracting with a firm to provide the services necessary to make recommendations on new trustee boundaries based on the expected population growth in the District. The Center for Demographic Research at California State University, Fullerton has the expertise and experience to provide these services for the District.

General Fund.....not-to-exceed.....\$7,500
01.00-0000-0-5850-0000-7100-101-101-000 (Christensen)

TRI SPAN, INC.

The District awarded bid No. FC6011 – Demolition and Abatement – Portola Middle School to Tri Span, Inc. on November 16, 2006. Change Order Nos. 1 & 2 increase the value of the contract and do not add any additional time to the contract. The cost and scope were reviewed and found to be reasonable by the architect, construction manager and staff. This Change Order falls within the allowable maximum of 10% per the Public Contract Code 20118.4(a)(2).

Special Reserve/Capital Projects.....\$16,512
40.00-0806-0-6270-9520-8500-383-416-000 (Christensen)

HARRINGTON GEOTECHNICAL ENGINEERING, INC.

On September 27, 2007, the Board awarded a contract for the design of a new multipurpose room at Anaheim Hills Elementary School to MGPA Architects. Information about the soil conditions at the school is necessary to develop plans conforming with state requirements and provide monitoring during construction. Harrington Geotechnical has the experience and availability to provide these services.

CFD 2005-1 (Tremont) not to exceed.....\$9,500
40.00-000-0-6200-9822-8500-268-416-000 (Christensen)

FISCAL IMPACT: \$99,150

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

OUSD/Archibald/Christensen/Harlin/Pollock
Board Agenda
October 25, 2007

TOPIC: RESOLUTION NO. 10-07-08: ADOPTING AN AMENDED AND RESTATED TRUST AGREEMENT FOR RETIREMENT HEALTH BENEFITS

DESCRIPTION: The Futuris Public Entity Investment Trust (Trust) was established in 2006 for the purposes of investment and disbursement of funds irrevocably designated by the District for the payment of Other Post Employment Benefits (OPEB) obligations.

The District is updating actuarial estimates of the current liability for OPEB. In consideration of a future financing of OPEB obligations, bond counsel has recommended that the Trust Agreement be amended and restated to clarify that the Trust is part of a retirement system established under the California Constitution and California Government Code.

The recommendation for OPEB financing and required documents to complete the financing will be presented to the Board of Education for consideration at a future meeting.

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that the Board of Education approve Resolution No. 10-07-08 adopting an Amended and Restated Trust Agreement for Retirement Health Benefits.

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

**RESOLUTION NO. 10-07-08 ADOPTING AN AMENDED AND RESTATED
TRUST AGREEMENT FOR RETIREMENT HEALTH BENEFITS**

WHEREAS, the Orange Unified School District (the "District") has previously adopted one or more retiree health and welfare benefit plans for its participating employees providing such employees with retiree health benefits and other post-employment benefits (collectively "OPEB"); and

WHEREAS, the District has previously adopted the Futuris Public Entity Investment Trust (the "Trust") for the purposes of investment and disbursement of funds irrevocably designated by Employer for the payment of its OPEB obligations; and

WHEREAS, the District anticipates that it will issue bonds in order to fund its future projected OPEB obligations; and

WHEREAS, in connection with the proposed issuance of such bonds, counsel has recommended that the Trust agreement be amended and restated to clarify that the Trust is a part of a retirement system established under the California Constitution and California Government Code; and

WHEREAS, counsel has prepared a proposed amendment and restatement of the Trust agreement in the form attached hereto as Exhibit A, and the Trustee of the Trust has agreed to the proposed changes, subject to acceptance by the District;

NOW THEREFORE, be it:

RESOLVED, that the Board of Education of the Orange Unified School District ("Board") hereby adopts the attached Amended and Restated Trust Agreement; and

RESOLVED FURTHER, that the Superintendent is hereby authorized and directed to execute the Amended and Restated Trust Agreement on behalf of the District in the form attached hereto, but with such changes that do not materially affect the obligations of the District or the Trustee, as he may agree to, his agreement to any such changes being reflected by the execution thereof; and

RESOLVED FURTHER, that the Superintendent is hereby authorized and directed to take such other actions as may be necessary or appropriate to implement the amendment and restatement of the Trust contemplated thereby, including the execution of any other necessary documents or agreements.

PASSED AND ADOPTED this 25th day of October, 2007.

President of the Board of Education of the
Orange Unified School District

ATTEST:

Secretary to the Board of Education of the
Orange Unified School District

ORANGE UNIFIED SCHOOL DISTRICT
RETIREMENT HEALTH BENEFITS TRUST
AMENDED AND RESTATED TRUST AGREEMENT

THIS AMENDED AND RESTATED TRUST AGREEMENT (hereinafter the **“Trust Agreement”**) is made and hereby executed by and between Orange Unified School District, a school district organized and existing under the laws of the State of California (hereinafter **“the District”**), and **Benefit Trust Company**, as trustee (**“Trustee”**). This Trust Agreement shall be effective as of October 23, 2007 (the **“Effective Date”**).

A. WHEREAS, the District provides medical and other post-employment benefits (referred to herein as **“Retirement Health Benefits”**) to eligible employees and former employees of the District and their eligible dependents and beneficiaries (individually, a **“Participant”** and collectively, the **“Participants”**), pursuant to memoranda of understanding with the OUEA and the CSEA and arrangements with the Classified and Leadership employees of the District, as authorized pursuant to Section 53200 et seq. of the California Government Code (the **“Government Code”**); and

B. WHEREAS, on June 1, 2006, the District established the Futuris Public Entity Investment Trust (the **“Futuris Trust”**) in order to hold assets available for the payment of benefits under the Plans and to provide for the management, administration, collection and investment thereof; and

C. WHEREAS the District wishes to amend and restate the Futuris Trust as provided in Section 11.1 thereof through complete amendment and restatement into this Orange Unified School District Retirement Health Benefits Trust (the **“Trust”**), which is intended to comply with Sections 53215 et seq of the Government Code, to hereafter hold assets available for the payment of benefits under the Plans and to provide for the management, administration, collection and investment thereof; and

D. WHEREAS, the Trust and the Plans constitute a retirement system subject to the provisions of, and the restrictions and requirements contained in, Article XVI, Section 17 of the California Constitution; and

E. WHEREAS, the District, as a public entity, has established the Trust as an integral part of the District’s governmental purposes, pursuant to a trust arrangement that is tax exempt under applicable guidance and procedures under Section 115 of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the District and the Trustee hereby agree as follows:

ARTICLE I
DEFINITIONS

- 1.1 Authorized Plan Representative.** “Authorized Plan Representative” shall mean each person who may be designated from time to time in writing by a Plan Administrator to the Trustee as a person authorized to provide instructions on behalf of the Plan Administrator to the Trustee pursuant to the terms of this Trust Agreement.
- 1.2 Code.** “Code” shall mean the Internal Revenue Code of 1986, as amended.
- 1.3 District.** “District” shall have the meaning specified in the introductory paragraph of this Trust Agreement.
- 1.4 Effective Date.** “Effective Date” shall mean the Effective Date specified in the introductory paragraph of this Trust Agreement.
- 1.5 Fiscal Year.** “Fiscal Year” shall mean the fiscal year of the Trust, which shall be from July 1 to June 30.
- 1.6 Government Code.** “Government Code” shall have the meaning specified in Recital A of this Trust Agreement.
- 1.7 Investment Manager.** “Investment Manager” shall mean the independent registered investment adviser appointed by the Trustee pursuant to Section 6.3 of this Trust Agreement.
- 1.8 Investment Policy Statement.** “Investment Policy Statement” shall mean the investment guidelines for the investment of assets of the Trust, as adopted by the Retirement Board in accordance with Section 7.2 of this Trust Agreement, as such Investment Policy Statement may be amended from time to time by the Retirement Board in accordance with said Section.
- 1.9 Participant.** “Participant” shall have the meaning specified in Recital A of this Trust Agreement.
- 1.10 Plan.** “Plan” shall mean the substantive plan adopted on June 1, 2006, as contemplated by Government Accounting Standards Board Statements No. 43 and 45, which reflects the arrangements and practices with respect to Retirement Health Benefits provided to members of the unions and Classified and Leadership employees described in Recital A of this Trust Agreement. In addition, the term Plan shall include any other Plan(s) that may in the future be adopted by the District to provide Retirement Health Benefits for Participants that are designated by the District and accepted by the Retirement Board for funding pursuant to the Trust under the terms of this Trust Agreement.
- 1.11 Plan Administrator.** “Plan Administrator” shall mean, with respect to each Plan, the person or entity designated by the terms of such Plan for the administration of the payment of benefits under such Plan. The Plan Administrator of each Plan shall have the sole authority to provide directions for withdrawal or other disbursement of funds held in the Trust and designated for the payment of Retirement Health Benefits under that Plan.
- 1.12 Retirement Board.** “Retirement Board” shall mean the Retirement Board of the Trust

established pursuant to Section 3.1 of this Trust Agreement.

1.13 Retirement Health Benefits. “Retirement Health Benefits” shall have the meaning specified in Recital A of this Trust Agreement.

1.14 Retirement System. “Retirement System” shall mean the system of funding, managing, investing, administering and paying Retirement Health Benefits for the benefit of Participants as established under the terms of this Trust Agreement and the Plans.

1.15 Trust. “Trust” shall mean the Orange Unified School District Retirement Health Benefits Trust established by this Trust Agreement.

1.16 Trust Account. “Trust Account” shall mean the separate trust account established by the Trustee pursuant to Section 2.4 of this Trust Agreement for the assets contributed by the District to fund the payment of Retirement Health Benefits under the Plan.

1.17 Trust Agreement. “Trust Agreement” shall mean this Trust Agreement.

1.18 Trustee. “Trustee” shall mean Benefit Trust Company, which is the initial Trustee of the Trust as specified in Section 2.5, or such other person or entity appointed by the Retirement Board from time to time in the future that accepts such appointment and acts as Trustee of the Trust in accordance with the terms of this Trust Agreement.

ARTICLE II

PURPOSE AND ESTABLISHMENT OF TRUST

2.1 Establishment of Trust. The District hereby establishes the Trust pursuant to the provisions of Section 53215 et seq. of the Government Code for the purpose of securing contributions from the District (and Participants to the extent provided for in any Plan), investing such contributions in accordance with the terms of this Trust Agreement, and providing for the payment of benefits to Participants or the funding of insurance coverage or self-funded coverage for such Participants under the Plans and reasonable expenses of administering the Trust and the Plans.

2.2 Assets of the Trust. The District shall, from time to time, deposit with Trustee sums of money or other similar consideration, which shall be irrevocably designated for the payment of Retirement Health Benefits under the Plan specified by the District to the Trustee at the time of deposit, and shall become the principal of the Trust, to be held, invested, administered and disbursed in accordance with the provisions of this Trust Agreement. The assets of the Trust are trust funds and shall be held for the exclusive purpose of providing Retirement Health Benefits to Participants and defraying reasonable expenses of administering the Retirement System; provided, however, that if Trust assets remain after all liabilities of the District in respect of Retirement Health Benefits have been satisfied, Trust assets may be used for purposes of satisfying the District’s obligations with respect to health benefits for its active employees. The funds and investments of the Trust shall be held separately and independently of the funds and investments of the District and any other person.

2.3 Purposes of the Trust. The Trust has been established for the purpose of receiving, holding, investing, reinvesting and disbursing, in accordance with the terms of the Plans, for the benefit of Participants, the monies or property contributed to or otherwise received by the Trustee on behalf of the Trust. As set forth in Section 2.6 of this Trust Agreement, a separate Trust Account shall be established and maintained at all times for each Plan (if more than one such Plan is adopted and designated by the District and accepted by the Retirement Board for funding pursuant to the Trust under the terms of this Trust Agreement) funded with assets of the Trust.

2.4 No Reversion. No part of the principal or income of the Trust or any Trust Account shall be paid, or revert, to the District, or be used in any manner other than for the payment of Retirement Health Benefits to Participants in accordance with the terms of the Plans, as determined by the Plan Administrator of each Plan, except as otherwise provided in the proviso in Section 2.2 above and in Article X below.

2.5 Appointment of Initial Trustee. Benefit Trust Company is hereby appointed to act as the initial Trustee of the Trust.

2.6 Separate Trust Accounts. There shall be established within the Trust a separate Trust Account for each Plan (if more than one such Plan is adopted and designated by the District and accepted by the Retirement Board for funding pursuant to the Trust under the terms of this Trust Agreement). Each Trust Account shall be separately held, managed, administered, valued, invested, reinvested, distributed, accounted for and otherwise dealt with, in accordance with the provisions in this Trust Agreement. The assets held in each Trust Account shall be charged with the liabilities in respect of that Trust Account and all expenses, costs, charges and reserves of that Trust Account. Any general liabilities, expenses, costs, charges or reserves of the Trust which are not readily identifiable as pertaining to any particular Trust Account shall be allocated and charged by the Trustee to and among each of the Trust Accounts in such manner and on such basis as directed by the Retirement Board, but if no such direction is forthcoming then as the Trustee in its discretion deems fair and equitable. Each allocation of liabilities, expenses, costs, charges and reserves by the Trustee shall be conclusive and binding for all purposes. The Retirement Board may, by written direction from time to time to the Trustee, establish additional Trust Accounts to fund any new Plans that may be adopted by the District, provided that each additional Trust Account is funded by the District with new contributions and not from the transfer of any existing assets of any existing Trust Account previously funded by the District.

ARTICLE III

ESTABLISHMENT OF RETIREMENT SYSTEM

3.1 Establishment of Retirement System and Retirement Board. The Plan and the Trust, together, constitute the Retirement System. It is expressly acknowledged that the Retirement System is subject to the provisions of Article XVI, Section 17 of the California Constitution and the provisions of Section 53215 et seq. and Section 53620 et seq. of the Government Code.

ARTICLE IV

ESTABLISHMENT AND DUTIES OF RETIREMENT BOARD

4.1 Establishment of Retirement Board. The Retirement Board is hereby established as the governing body of the Retirement System.

4.2 Number and Selection of Retirement Board Members. There shall be three members of the Retirement Board, at least one of which shall not also be a member of the Board of Education of the District and one of whom shall be elected by the members of the Retirement Board to serve at the pleasure of the Retirement Board as chair of the Board. The members shall be appointed by and serve at the pleasure of the Board of Education of the District. Each member of the Retirement Board shall have a term of one (1) year, which shall automatically renew for an additional one (1) year period; provided that the members may be removed and a successor appointed by the Board of Education at any time, with or without cause. Each member of the Retirement Board may resign at any time, and his or her successor shall be appointed promptly by the Board of Education. The Members of the Board of Authority (as defined in the Futuris Trust) at the Effective Date shall continue to serve as the Retirement Board.

4.3 General Authority, Responsibilities and Duties of the Retirement Board. The Retirement Board shall have the plenary authority and fiduciary responsibility for investment of moneys in and administration of the Trust, subject to the following:

(a) The Retirement Board shall have the sole and exclusive fiduciary responsibility over the assets of the Retirement System. The Retirement Board shall also have sole and exclusive responsibility to administer the Retirement System in a manner that will assure prompt delivery of benefits and related services to the Participants.

(b) The members of the Retirement Board shall discharge their duties with respect to the Retirement System solely in the interest of, and for the exclusive purposes of providing benefits to, Participants, minimizing the District's contributions thereto and defraying reasonable expenses of administering the Retirement System. The Retirement Board's duty to Participants shall take precedence over any other duty.

(c) The members of the Retirement Board shall discharge their duties with respect to the Retirement System with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with these matters would use in the conduct of an enterprise of a like character and with like aims.

(d) The members of the Retirement Board shall diversify the investments of the Retirement System so as to minimize the risk of loss and to maximize the rate of return, unless under the circumstances it is clearly not prudent to do so.

(e) The Retirement Board, consistent with the exclusive fiduciary responsibilities vested in it, shall have the sole and exclusive power to provide for actuarial services in order to assure the competency of the assets of the Retirement System.

(f) Consistent with its fiduciary responsibility hereunder, the Retirement Board shall determine the asset allocation model to be used for investment of assets held in the Trust, and

shall periodically monitor the performance of the Trustee with respect to the investment of Trust assets.

(g) The Retirement Board shall, as provided in Section 53219 of the Government Code, carry on the business of the Retirement System. The Retirement Board shall make all decisions on behalf of the Retirement System by resolution, in accordance with the terms of this Trust Agreement, and shall perform such other acts and execute such other documents as are specified in this Trust Agreement. Except as otherwise expressly restricted by the California Constitution and by law, the Retirement Board may invest, or delegate the authority to invest, the assets of the Trust through the purchase, holding or sale of any type of financial instrument or financial transaction, including the stock of any company, association or corporation and other securities representing an ownership or equity interest in a company, association, corporation, partnership, trust, limited liability company or other legal entity, or the assets thereof. The Retirement Board may execute and deliver agreements with service providers to the Trust for the purpose of receiving services necessary for the administration of the Trust.

(h) The Retirement Board shall report annually to the beneficiaries and potential beneficiaries of the Retirement System, in the manner determined appropriate by the Retirement Board. The report shall include a description of securities held and a comprehensive report of transactions involving the investment of the assets similar to that required of a life insurance company licensed to do business in California. The annual report shall also include a detailed statement of the expenses of operating the Trust, including compensation paid, fees paid, operating ratios, and net profit and loss statements, including the acquisition cost, the book value, and market value of the total assets as of the date of the report. In the matter of commission fees and other fees paid to persons not employed by the District for services in connection with investments made by the Trust, the names of those persons to whom such fees are paid and the amounts paid shall be clearly identified in the report. The Trustee will provide trust account statements to the Retirement Board electronically each month, with an electronic annual statement provided at the end of the District's fiscal year.

4.4 Meetings of the Retirement Board.

(a) **Call, Notice and Conduct of Meetings.** All meetings of the Retirement Board, including, without limitation, regular, adjourned regular and special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, Section 54950 et seq. of the Government Code.

(b) **Regular Meetings.** Regular meetings of the Retirement Board shall be held at such time as the Retirement Board may fix by resolution from time to time, and if any day so fixed shall fall upon a legal holiday then, upon the next succeeding business day at the same hour. No notice of any regular meeting of the Retirement Board need be given to the members of the Retirement Board.

(c) **Special Meetings.** Special meetings of the Retirement Board shall be held whenever called by the chairperson of the Retirement Board or by a majority of the members of the Retirement Board.

(d) **Quorum.** A majority of the members of the Retirement Board shall constitute a quorum at any meeting of the Retirement Board.

4.5 Actions of Retirement Board. Every act or decision done or made by a majority of the members of the Retirement Board present at, or otherwise participating in, any meeting duly called, noticed, held and conducted at which a quorum is present shall be the act or decision of the Retirement Board.

4.6 Compensation. Members of the Retirement Board shall receive no compensation for serving as members of the Retirement Board unless otherwise approved by the District.

ARTICLE V CONTRIBUTIONS

5.1 Contributions. From funds under its jurisdiction the District may authorize payments to the Trust of amounts equaling all or a portion of the moneys necessary to fund the Trust. The District shall designate in writing to the Trustee at the time of each contribution which Trust Account is intended to be funded with the contribution, and the Trustee shall ensure that each contribution is deposited into the Trust Account designated by the District. To the extent that any Plan permits contributions to be made by Participants to fund benefits payable to Participants under any Plan, all such contributions shall be designated solely for the Trust Account specified by the Participant, and such contributions, along with all earnings on such Participant contributions shall be reflected as Participant contributions in all books and records maintained by the Trustee. All contributions shall be made in cash or in the form of such other property as the Trustee may from time to time deem acceptable and which shall have been delivered to the Trustee. The contributions so received, together with the income therefrom and any other increment thereon shall be held, invested, reinvested and administered by the Trustee pursuant to the terms of this Trust Agreement. The Trustee shall not be responsible for or have any obligation related to, the timing or collection of any contribution or the calculation or payment of any benefits under any Plan.

5.2 Compliance with Laws. The Trust is established and maintained by the District as an integral part of its governmental purposes. The Trust is therefore intended to satisfy all requirements of the United States Department of Treasury pursuant to Section 115 of the Code. Except to the extent of corrections made with respect to contributions made in error as permitted in accordance with Article XI below, all contributions made to the Trust and deposited into each Trust Account and the earnings thereon, shall be retained in the designated Trust Account until the same shall have been fully paid out in accordance with the terms of the applicable Plan funded by that Trust Account. Under no circumstances shall any amounts held in any Trust Account be used for any purpose other than the payment of benefits to Participants under the Plan funded by that Trust Account.

ARTICLE VI WITHDRAWALS

6.1 Withdrawals from Trust. The Plan Administrator, through its Authorized Plan Representative, of each Plan funded through a Trust Account, is the sole party authorized to request withdrawals or otherwise direct disbursements of amounts from such Trust Account. The Plan Administrator, through its Authorized Plan Representative, may, from time to time, direct the Trustee to make payments out of the Trust Account used to fund the Plan for which it is the Plan Administrator to the account specified by the Plan Administrator for disbursement by such Plan Administrator in accordance with the terms of such Plan. The Trustee shall not be responsible for determining whether withdrawals made by the authorized Plan Administrator are authorized under the Plan, and shall be entitled to rely upon the determination of the authorized Plan Administrator that such withdrawals are in compliance with the terms of the Plan.

6.2 Authorized Plan Representatives. No Authorized Plan Representative shall be authorized to direct the Trustee to withdraw or otherwise disburse amounts from a Trust Account unless the Plan Administrator for the Plan funded by such Trust Account shall have notified the Trustee in writing of the appointment of said Authorized Plan Representative and the granting thereto by the Plan Administrator of authorization to direct to the Trustee with respect to such Trust Account. Generally, the Plan Administrator should authorize two or more Authorized Plan Representatives who may request withdrawals on behalf of the Plan Administrator. Subject to any requirement of proof required by the Trustee in verifying the identity of any Authorized Plan Representative, the Trustee may rely on such designations and follow any instructions of such Authorized Plan Representatives, whether by facsimile or in writing as though they were the Plan Administrator's instructions, and the Trustee's business record entry of any directions by any of them shall be *prima facie* proof of the giving of such directions. Any transactions initiated by the Trustee before receiving actual notice of any change with respect to any Authorized Plan Representative or his or her authority, shall be valid and binding on the Retirement Board, the Plan Administrator, or their successors and assigns, and the Trust.

ARTICLE VII INVESTMENT OF TRUST FUNDS

7.1 Delegation of Investment Authority. The Retirement Board may in its discretion, by resolution adopted in accordance with Section 4.3(g), delegate to the Trustee the authority to invest the assets of the Trust through the purchase, holding, and sale of any type of financial instruments or financial transactions authorized in Section 4.3(g) and as more fully set forth in the Investment Policy Statement adopted by the Retirement Board. The Trustee shall discharge its duties with respect to investing the assets of the Trust: (i) solely in the interest of, and for the exclusive purposes of providing the benefits to, Participants, minimizing the District's contributions thereto, and defraying reasonable expenses of administering the Trust; provided that the duty to the Participants shall take precedence over any other duty provided for herein; (ii) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with these matters would use in the conduct

of an enterprise of a like character and with like aims, and (iii) by diversifying the investments of the Trust so as to minimize the risk of loss and to maximize the rate of return to the Trust, unless under the circumstances it is clearly prudent not to do so.

7.2 Investment Policy Statement. If the Retirement Board has delegated to the Trustee the authority to invest assets of the Trust pursuant to Section 7.1, the Trustee, with the assistance of such consultants or other persons as the Trustee deems appropriate and prudent, shall develop an Investment Policy Statement for the assets of the Trust that is in compliance with applicable law and is consistent with the obligations set forth in Section 7.1 above, the investment goals of which shall be: first, to safeguard the principal of the assets held in the Trust, second, to meet the Trust's liquidity needs and, third, to achieve a return on the assets held in the Trust. The Investment Policy Statement shall be approved by resolution of the Retirement Board prior to the investment of Trust assets, other than temporary investments in short-term obligations of the United States government. If the Trust has been authorized to hold assets of more than one Plan, the Investment Policy Statement shall provide for the investment of assets of the each Trust Account in a manner appropriate to satisfy the obligations and liquidity requirements of the Plan funded by that Trust Account. The Trustee shall, on an annual basis, assist the Retirement Board in reviewing the Investment Policy Statement, the asset allocation models, and the overall performance of the investments held in each Trust Account relative to the performance goals and objectives specified in the Investment Policy Statement. The Investment Policy Statement shall remain in effect until amended or superseded by resolution of the Retirement Board.

7.3 Investment Manager. If the Retirement Board has delegated to the Trustee the authority to invest assets of the Trust pursuant to Section 7.1, the Trustee shall, in consultation with the Retirement Board and in the exercise of its discretion over the investment of funds held in each Trust Account, appoint a primary Investment Manager, who shall provide investment advice and recommendations to the Trustee regarding the implementation of the Investment Policy Statement with assets held in such Trust Account. Specifically, the Investment Manager shall be responsible for assisting the Trustee in selecting the investments and/or portfolio managers to be used to implement the investment strategies authorized by the Investment Policy Statement, as well as assisting the Retirement Board in selecting asset allocation models for each Trust Account and reporting on the performance of investments held in each Trust Account. The standard of care applicable to the duties of the Investment Manager shall be the same as those of the Trustee as provided in Section 7.1 above. The duties of the Investment Manager shall be further specified in a written agreement to be entered into between the Trustee and the Investment Manager. The Trustee shall have authority to terminate and replace the Investment Manager at any time and from time to time as necessary and appropriate in the Trustee's prudent judgment. The Trustee shall, within thirty (30) days of replacing the Investment Manager, provide the Retirement Board with written notice of the termination and replacement of the Investment Manager, and provide such information as the Retirement Board shall request regarding the reasons for such termination and the experience and qualifications of the replacement Investment Manager. Throughout the transition period from one Investment Manager to another, the Trustee shall ensure that the assets of the Trust continue to be invested in accordance with the Investment Policy Statement and the provisions of this Trust Agreement.

7.4 Managing Investment Portfolios. If the Retirement Board has delegated to the Trustee the authority to invest assets of the Trust pursuant to Section 7.1, the Trustee shall be responsible

for implementing the Investment Policy Statement and for making all investments decisions with respect to the assets held in each Trust Account. The Trustee shall further be responsible for monitoring the overall performance of the investments held in such Trust Account relative to the performance goals and objectives specified for such Trust Account in the Investment Policy Statement. The Trustee shall invest the assets of each Trust Account in compliance with the terms of the Investment Policy Statement and applicable law.

ARTICLE VIII

GENERAL POWERS OF TRUSTEE

In addition to the specific powers and duties of the Trustee set forth elsewhere in this Trust Agreement, the Trustee shall have the following powers:

- (a) to hold assets on behalf of the Trust in the name of the Trustee for the benefit of the Trust Account designated to hold the rights to such assets;
- (b) to direct the Investment Manager to sell assets held in any Trust Account to the extent necessary to allow the Plan Administrator for the Plan funded by such Trust Account, upon request to the Trustee by such Plan Administrator's Authorized Representative, to make a withdrawal from the designated Trust Account for the payment of benefits under a Plan;
- (c) to arbitrate, defend, enforce, release or settle any claim of or against the Trust, in consultation with and upon written approval of the Retirement Board;
- (d) to the extent that the duty to vote proxies for securities held by the Trust is not delegated to the Investment Manager, to vote, in person or by proxy, upon all securities held by the Trust;
- (e) if the Retirement Board has delegated to the Trustee the authority to invest assets of the Trust pursuant to Section 7.1, to the extent advised by the Investment Manager consistent with the Investment Policy Statement, to exercise, buy or sell subscription and conversion rights and participate on behalf of securities held by the Trust in reorganizations, recapitalizations, consolidations, mergers, exchanges, foreclosures, liquidations and creditors' and bondholders' agreements;
- (f) to do all such acts, take all such proceedings, and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to administer the Trust, provided that such actions or proceedings are not inconsistent with the terms of this Trust Agreement;
- (g) to employ and pay from the assets of the Trust reasonable compensation to agents, investment counsel and attorneys, including the Trustee and any person, partnership, corporation or other entity with which the Trustee may be associated,

for purposes that the Trustee determines to be necessary for the administration of the Trust;

- (h) to pay reasonable and necessary expenses of investment of assets of the Trust, including, without limitation, custody fees, investment management fees, trading commissions, attorneys' fees, accountants' fees and other expenses incidental to administration of the Trust;
- (i) to withdraw from the Trust compensation and expenses payable to the Trustee in such amounts as are agreed to between the District and the Trustee;
- (j) to execute and deliver all documents and instruments necessary for the administration of the Trust on behalf of the Trust;
- (k) to the extent permitted by applicable law and protected from claims of any creditor of any person other than the Trust, to commingle any or all of the assets of the Trust to the extent such investment and the issuance thereof would be exempt under the provisions of Sections 2(a)(36), 3(b)(1) or 3(c)(11) of the Investment Company Act of 1940 or Section 3(a)(2) of the Securities Act of 1933, with the assets of trusts created by others, causing such money to be invested as part of a common and/or collective trust fund.

ARTICLE IX

GENERAL DUTIES OF TRUSTEE

In addition to the specific powers and duties of the Trustee set forth elsewhere in this Agreement, the Trustee shall have the following duties:

9.1 General. In the performance of its duties as Trustee under this Trust Agreement, the Trustee acknowledges that, to the extent of its role and responsibilities set forth herein or delegated to it by the Retirement Board pursuant to Section 7.1, it is a fiduciary to the Trust. The Trustee further agrees that, in the performance of its duties under this Trust Agreement, it shall act (i) solely in the interest of, and for the exclusive purposes of providing the benefits to, Participants, minimizing the District's contributions thereto, and defraying reasonable expenses of administering the Trust, (ii) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with these matters would use in the conduct of an enterprise of a like character and with like aims, and (iii) by diversifying the investments of the Trust so as to minimize the risk of loss and to maximize the rate of return to the Trust, unless under the circumstances it is clearly prudent not to do so. The Retirement Board shall be entitled to rely upon the actions and decisions of the Trustee in the performance of its duties under this Trust Agreement, subject to the duty of the Retirement Board to periodically monitor the performance of the Trustee. The Trustee shall not be liable for any investment or other losses suffered by the Trust except to the extent of actions that constitute fraud, bad faith, willful misconduct, negligence, breach of this Trust Agreement or its failure to meet the foregoing standard of care with respect to the performance of its duties under this Trust Agreement.

9.2 Records. The Trustee shall keep accurate and detailed accounts and records of all investments, receipts, disbursements, and other transactions, including all separate accounts and assets contained within each Trust Account. For purposes of accounting and administration, the records of the Trust shall be maintained on a cash basis method. The Retirement Board and the District shall have the right to review, inspect and copy all such accounts and other records relating thereto at all reasonable times, as well as to request an audit of all Trust Account activities.

9.3 Trustee Reports. The Trustee shall furnish to the Retirement Board and the District a written statement of account within 60 days after the end of each Fiscal Year, setting forth all contributions made to the Trust, including an account of the specific Trust Account to which such contributions were made, and all withdrawals from each Trust Account.

9.4 Audits. The Trustee shall cooperate with the auditor engaged by the Retirement Board for the purpose of auditing the Trust. The cost of such audit shall be paid for by the Trust or by the District, as determined by the District. A copy of the report of such audit shall be furnished to the Retirement Board, the District, the Trustee and such other persons as the Retirement Board shall designate.

9.5 Fiduciary Bonds. The Trustee shall provide to the Retirement Board and the District evidence of a bond, surety or security, as maintained by the Trustee, for any employee of the Trustee who works with or on behalf of the Trustee in carrying out its duties and responsibilities to the Trust. The Trustee shall be required to maintain a minimum bond in the amount of \$1.0 million under this Section 9.5, issued by a carrier rated A+ or higher by A.M. Best. In satisfaction of this requirement, the Trustee shall provide the Retirement Board a Joint Loss Payee and Notification Endorsement listing the District as a named Assured on the Trustee's \$10 million fidelity bond with Federal Insurance Company, or such other carrier rated A+ or higher by A.M. Best.

9.6 Compliance with Laws. The Trustee shall administer the Trust and all assets invested hereunder at all times in conformity with all applicable provisions of California and federal law, including specifically all applicable provisions of Article XVI, Section 17 of the California Constitution and Sections 53215 et seq. and 53620 et seq. of the Government Code.

ARTICLE X

LIABILITIES AND IMMUNITIES

10.1 Immunity of the District, Trustee or Other Fiduciaries. Except as otherwise provided by controlling law, neither the establishment of the Trust created hereunder nor any modification hereof nor the creation of any fund or account or the payment of any benefits shall be construed as giving to any employee of the District or any beneficiary hereunder any legal or equitable right against the District, any officer, director, employer or agent of the District, against the Retirement Board or any agent of the Retirement Board, or against the Trustee or any fiduciary, except as provided in this Trust Agreement.

10.2 Indemnification of Trustee. The Trustee shall be fully protected and indemnified by the District in relying upon information, direction or instructions received from an authorized representative of the District, from the Retirement Board or from an Authorized Plan Representative (in each case, to the extent that such person or entity is the person or entity is the person authorized hereunder to provide such information, direction or instructions) as provided in this Trust Agreement, which instructions or directions the Trustee reasonably believes to be authentic and issued by an authorized party. Should it become necessary to perform some act hereunder and there is neither direction in this Trust Agreement nor information nor instructions from the District, the Retirement Board or an Authorized Plan Representative, as applicable, on file with the Trustee relating thereto, and if no such information or instructions can be obtained after reasonable inquiry, the Trustee shall have full power and authority to act in the Trustee's discretion, consistent with the purposes of the Trust and in compliance with all applicable California law. In so acting or in following any instructions from an authorized party, the Trustee shall not be liable except to the extent that the actions of the Trustee constitute fraud, bad faith, willful misconduct, negligence or breach of the standard of care articulated in Section 9.1 of this Trust Agreement.

ARTICLE XI

RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE

The Retirement Board may remove the Trustee, at any time in its discretion, with or without cause, and the Trustee may resign as Trustee hereunder, upon sixty (60) days' prior written notice to the Retirement Board and the District, and provided that the effective date of the Trustee's resignation shall not occur until a successor Trustee has been appointed by the Retirement Board. Upon the acceptance of appointment of a successor Trustee, the successor Trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon acceptance of such appointment by the successor Trustee, the Trustee shall assign, transfer, and pay over to such successor Trustee the funds and properties then constituting the assets of the Trust. No successor Trustee shall be subject to any liability or responsibility with respect to any act or omission of any prior Trustee.

ARTICLE XII

CORRECTION OF ERRORS

12.1 Mistake. Upon becoming aware of any ministerial mistake in any payment or in any direction, certificate, notice or other document furnished or issued by the District, the Plan Administrator or the Retirement Board, any Authorized Plan Representative or the Trustee pursuant to the terms of this Trust Agreement, the party who becomes aware of such mistake shall promptly notify the other parties, and all parties shall, consistent with their duties under this Trust Agreement, take any actions as they mutually determine are necessary to correct such mistake to the extent possible under the circumstances then existing.

12.2 Refund of Contribution. No contribution made to the Trust may be refunded to the District unless a contribution was made:

- (a) Because of a mistake of fact; or
- (b) Conditioned upon a continued favorable Internal Revenue Service ruling and such favorable ruling is revoked or not obtained.

Any refund or other return of contributions under subsection 12.2(a) must be made within one (1) year from the date the contribution was made, and any refund or return of contributions under subsection 12.2(b) must be made within one (1) year from the date of disallowance of tax qualification.

ARTICLE XIII AMENDMENT AND TERMINATION

13.1 Amendments. This Trust Agreement may be amended at any time by the District by an amendment hereto executed by the District and the Trustee, which amendment the Trustee shall execute at the written direction of the District; provided, however, that the Trustee shall not be required to execute any such amendment that would adversely affect the Trustee without its prior written consent. No such amendment shall have the effect of diverting any portion of the funds held in any Trust Account from the funding of obligations of the District under the Plan for which the amounts held in the Trust Account have been designated, except to the extent that such obligations have been fully satisfied.

13.2 Termination. This Trust Agreement, and the Trust established hereunder, may be terminated at any time by the District. Upon such termination, the assets of each Trust Account shall continue to be held in the Trust until the Plan Administrator for the Plan funded by such Trust Account directs the Trustee to pay such amounts in accordance with Section 5.1 of this Trust Agreement. In making such payments, the Trustee may reserve from the assets in each Trust Account such amounts as it shall reasonably deem necessary to provide for any sums chargeable against such Trust Account for which the Trustee may be liable, or for payment of expenses in connection with the settlement of its accounts and the termination of this Trust Agreement and the Trust established hereunder. To the extent of any assets held in the Trust in excess of the obligations of the District under the Plans, upon termination of the Trust, the excess assets shall be distributed to the District for the governmental purposes of the District.

ARTICLE XIV MISCELLANEOUS

14.1 Protection Against Creditors. No amounts held in the Trust shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution or encumbrance of any kind, and any attempt to accomplish the same shall be void. All assets held in each Trust Account are held in trust irrevocably for the benefit of the Participants of the Plan funded by such Trust Account, to the extent of the District's obligations under such Plan, and neither any other Trust Account nor the District has any equitable or reversionary interest in any Trust Account or the assets held in such Trust Account except to the extent that such obligations are satisfied. None of the benefits, payments, proceeds or claims of any Participant of a Plan

shall be subject to any creditors and, in particular, the same shall not be subject to attachment or garnishment or other legal process by any creditor, nor shall any such beneficiary have the right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments or proceeds which such beneficiary may expect to receive, contingently or otherwise, under this Trust Agreement.

14.2 Employment Not Affected. The terms of employment of any employee of the District shall not be affected in any way by the Trust nor shall this Trust Agreement be construed in any way so as to guarantee or extend the employment of any employee of the District.

14.3 Construction of Trust. This Trust Agreement shall be construed and enforced according to the laws of the State of California, and in accordance with applicable provisions of the Code.

14.4 Internal Revenue Service Determination. The Trustee may, upon request of the Retirement Board, submit the Trust to the Internal Revenue Service for a determination of its status as a tax exempt trust under Section 115 of the Code.

14.5 Severable Provisions. If any provision of this Trust Agreement shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions of this Trust Agreement.

14.6 Headings. The headings of this Trust Agreement are for convenience only and are not substantive terms of the Trust.

14.7 Singular and Plural. Whenever the singular of any term is used in this Trust Agreement, it shall refer to the plural of such as appropriate under the circumstances.

14.8 Notices. Notices to any party under this Trust Agreement shall be provided to such persons and at such addresses as are specified on the signature page of this Trust Agreement.

14.9 Mediation and Arbitration of Disputes. This Agreement contains a pre-dispute arbitration clause. In this connection, the parties agree as follows:

(a) Any and all disputes that may arise out of or relate to this Trust Agreement, other agreements or any other relationship involving the District and/or the Retirement Board and the Trustee (whether occurring prior to, as part of, or after the signing of this Trust Agreement), shall first be resolved by good faith negotiations between the parties with the assistance of non-binding mediation. In the event either party determines that they are not able to resolve the dispute through negotiation and mediation, then the dispute shall be submitted to, and resolved by, final and binding arbitration in accordance with the provisions of this Section 14.9

(b) All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

(c) The parties acknowledge that (i) arbitration awards are generally final and binding and a party's ability to have a court reverse or modify an arbitration award is very limited; (ii) the ability of the parties to obtain documents, witness statements and other discovery is generally

more limited in arbitration than in court proceedings; (iii) arbitrators do not have to explain the reason(s) for their award; (iv) the panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry; (v) the rules of some arbitration forums may impose time limits for bringing a claim in arbitration; and (vi) in some cases, a claim that is ineligible for arbitration may be brought in court.

(d) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

(e) No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

(f) With respect to controversies or disputes which may arise between each party (including any affiliates, as well as the Investment Manager, as a third party beneficiary of this Agreement, having the right to enforce any of the parties' obligations herein) under this Agreement concerning matters involving alleged violations of the Advisers Act or applicable state investment advisory laws, it is understood that the Securities and Exchange Commission and various state securities regulatory agencies believe that an agreement to submit disputes to arbitration does not constitute a waiver of any rights provided under the Investment Advisers Act or applicable state investment advisory laws, including the right to choose a forum, whether by arbitration or adjudication, in which to seek the resolution of disputes.

(g) In the event either party determines that they are not able to resolve the dispute through negotiation, then the dispute shall be determined by arbitration under the Commercial Rules of the American Arbitration Association ("AAA"); provided that the arbitrator(s) chosen to hear the matter shall, in any matter involving a claim of breach of fiduciary duty, apply the fiduciary standards contained in California Constitution Article XVI, Section 17 and Section 404(a) of the Employee Retirement Income Security Act of 1974 ("ERISA") (notwithstanding the fact that the Trust is not subject to ERISA) and shall be expert in employee benefits and ERISA matters. The parties shall attempt to agree upon one arbitrator to hear the matter, but if the parties are unable to so agree, each party shall appoint one arbitrator and the two arbitrators so appointed shall in turn choose a third arbitrator. If the arbitrators chosen by the parties cannot agree on the choice of a third arbitrator within a period of 30 days after their nomination, then the third arbitrator shall be appointed by the President of the AAA. Either party may initiate arbitration by filing a written claim with the AAA. Any arbitration under this Agreement shall be conducted pursuant to the Federal Arbitration Act and the laws of the State of California.

14.10 Binding Effect. This Trust Agreement shall be binding upon the Trustee and the District upon execution and delivery hereof by the Trustee and the District.

IN WITNESS WHEREOF, the District and the Trustee have caused their duly authorized representatives to execute this Trust Agreement as of the Effective Date.

ORANGE UNIFIED SCHOOL DISTRICT:

BENEFIT TRUST COMPANY:

By: _____
(signature) Title

By: _____
Its: _____

Address for Notices:

1401 North Handy Street
Orange, CA 92867

Address for Notices:

5901 College Boulevard
Suite 100
Overland Park, KS 66211

TOPIC: **LIABILITY CLAIM NO. 07/08-006**

DESCRIPTION: Claimant alleges discrimination and harassment.

FISCAL IMPACT: No fiscal impact at this time.

RECOMMENDATION: It is recommended that the Board of Education reject Liability Claim No. 07/08-006.

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: \$ 145,408

Classified: \$ 110,720

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

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CERTIFICATED PERSONNEL

	Name	Position	Administrative Unit	Schedule /Step/ Column	Rate	Eff. From	Date To	Comments
	EMPLOYMENT							
	Ramos, Avila	Teacher	Yorba/Saraye		37,559.00	10/1/07	6/12/08	Temp
	CHANGE OF STATUS							
1	Amaya, Courtney	Teacher	Canyon HS/Bowden			8/27/07	1/25/08	UCI Temp Assisgnment 20%
2	Arrington, Sherri	Teacher	El Modena HS/Briquelet			8/27/07	6/12/08	Contract status 80% to 100%
3	Carrillo, Edward	Teacher	Orange HS/Johnson			8/27/07	6/12/08	Contract status 100% to 80%
4	Cross, Aaron	Teacher	Villa Park HS/Howard			8/27/07	6/12/08	Contract status 60% to 100%
5	McNealy, Julie	Coordinat	Human Res/Kissee			11/1/07	6/30/08	Coordinator III (reclassification)
6	Netherton, Pamela	Teacher	Portola/Thompson			8/27/07	6/12/08	OCDE Temp Assignment 100%
7	Oves, Mary Ellen	Coordinat	Ed Services/Jones			11/1/07	6/30/08	Coordinator III (reclassification)
8	Preciado, Sandra	Teacher	Canyon HS/Bowden			8/27/07	6/12/08	Contract status 60% to 80%
9	Presley, Alexis	Teacher	El Modena HS/Briquelet			8/27/07	6/12/08	Contract status 80% to 100%
10	Stoterau, Linda	Coordinat	Ed Services/Jones			11/1/07	6/30/08	Coordinator III (reclassification)
11	Toovey, Cynthia	Teacher	Esplanade/Anderson			8/27/07	6/12/08	OCDE Temp Assignment 100%
	LEAVE OF ABSENCE							
1	Rommelfanger, Shelby	Teacher	Canyon HS/Bowden				11/5/07	Return from Unpaid/FMLA/C. C./w Benefits
2	Stalter, Kelsey	Teacher	Lampson/Cohen			10/15/07	11/2/07	Unpaid FMLA/Child Care/w Benefits

Staff Responsibility:
Ed Kissee, Assistant Superintendent-Human Resource

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CERTIFICATED PERSONNEL

	Name	Position	Administrative Unit	Schedule/Step/Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
	EXTRA PAY									
1	Acres, Tanya	Teacher	Crescent Inter/Rohland	payment	117.00	9/24/07	9/26/07	Off-Track Inservice	3	351.00
2	Arellano, Elsa	Teacher	Orange HS/Ochoa	hourly rate	52.25	8/27/07	6/12/08	Extra Period	185	9,666.99
3	Awwad, Tracey	Teacher	Orange HS/Ochoa	misc hrly rate	36.10	10/2/07	10/5/07	CELDT Testing	5	180.50
4	Badillo, Linda	Teacher	ROP/Brown	hourly rate	31.30	10/1/07	1/25/08	Substitute as needed basis	75	2,347.50
5	Bair, Colleen	Teacher	Curriculum/Stoterau	payment	117.00	10/20/07	10/20/07	Saturday Workshop	1	117.00
6	Barone, Karin	Teacher	Curriculum/Stoterau	payment	117.00	10/20/07	10/20/07	Saturday Workshop	1	117.00
7	Beckham, Jody	Teacher	Serrano/Truex	misc hrly rate	36.10	9/1/07	5/30/08	Focus on Results	5	180.50
8	Blume, Julie	Teacher	Curriculum/Stoterau	payment	117.00	10/16/07	10/18/07	After School Workshops	1	117.00
9	Blume, Julie	Teacher	Curriculum/Stoterau	payment	117.00	10/20/07	10/20/07	Saturday Workshop	1	117.00
10	Bretza, Michelle	Teacher	Palmyra/Truex	misc hrly rate	36.10	10/23/07	1/31/08	Math Support	14	505.40
11	Brian, Eileen	Teacher	Curriculum/Stoterau	payment	300.00	10/16/07	10/18/07	Science Presenter	1	300.00
12	Brian, Eileen	Teacher	Curriculum/Stoterau	payment	117.00	10/20/07	10/20/07	Saturday Workshop	1	117.00
13	Buist, Merrijoy	Teacher	Lampson/Truex	misc hrly rate	36.10	8/7/07	8/7/07	Back to School Night	3	108.30
14	Burd, Orlene	Teacher	Curriculum/Stoterau	payment	117.00	10/20/07	10/20/07	Saturday Workshop	1	117.00
15	Childs, Julie	Teacher	Palmyra/Truex	misc hrly rate	36.10	10/23/07	1/31/08	Math Support	14	505.40
16	Cole, Michelle	Teacher	Esplanade/Rohlander	payment	117.00	8/20/07	8/22/07	Off-Track Inservice	3	351.00
17	Cook, Pam	Teacher	Curriculum/Stoterau	payment	117.00	10/16/07	10/18/07	After School Workshops	1	117.00
18	Covington, Christy	Teacher	Serrano/Truex	misc hrly rate	36.10	9/1/07	5/30/08	Focus on Results	5	180.50
19	Crussell, Deborah	Teacher	Lampson/Rohlander	payment	117.00	9/24/07	9/26/07	Off-Track Inservice	3	351.00
20	Davidson, Dorielle	Teacher	Canyon Rim/Ochoa	misc hrly rate	36.10	10/22/07	12/20/07	Intervention	17	613.70
21	Davis, Susan	Teacher	Curriculum/Stoterau	payment	117.00	10/20/07	10/20/07	Saturday Workshop	1	117.00
22	Disher, Dan	Teacher	Palmyra/Truex	misc hrly rate	36.10	10/23/07	1/31/08	Math Support	14	505.40
23	Duralde, Christina	Teacher	Prospect/Bruce	misc hrly rate	36.10	10/1/07	1/30/08	Intervention	250	9,025.00
24	Figueroa, Erin	Teacher	Palmyra/Truex	misc hrly rate	36.10	10/23/07	1/31/08	Math Support	14	505.40
25	Finorio, Paulina	Teacher	Palmyra/Truex	misc hrly rate	36.10	10/23/07	1/31/08	Math Support	14	505.40
26	Fisher, Elizabeth	Teacher	Cerro Villa/Sterling	hourly rate	71.68	9/10/07	6/12/08	Extra Period	176	12,614.80
27	Flores, Adriana	Teacher	Orange HS/Rohlander	daily rate	73.99	10/1/07	6/12/08	Extra Period	161	11,912.39
28	Francoeur, Jackie	Teacher	IS/Davis	misc hrly rate	36.10	8/1/07	6/30/08	EETT Grant	208	7,508.80
29	Greer, Tracy	Teacher	Serrano/Truex	misc hrly rate	36.10	9/1/07	5/30/08	ILT Collaboration Training	4	144.40
30	Hardage, Heidi	Teacher	Prospect/Bruce	misc hrly rate	36.10	10/1/07	1/30/08	SES Coordinator	30	1,083.00
31	Heller, Cindy	Teacher	Curriculum/Stoterau	payment	117.00	10/16/07	10/18/07	After School Workshops	1	117.00

Staff Responsibility:
Ed Kisse, Assistant Superintendent-Human Resources

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CERTIFICATED PERSONNEL

	Name	Position	Administrative Unit	Schedule/Step/Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
32	Heller, Cindy	Teacher	Curriculum/Stoterau	payment	117.00	10/20/07	10/20/07	Saturday Workshop	1	117.00
33	Hinton, Mary	Teacher	Palmyra/Truex	misc hrly rate	36.10	10/23/07	1/31/08	Math Support	14	505.40
34	Hughes, Anita	Teacher	Canyon Rim/Ochoa	misc hrly rate	36.10	10/22/07	12/20/07	Intervention	17	613.70
35	Iadevaia, Deborah	Teacher	Curriculum/Stoterau	payment	117.00	10/16/07	10/18/07	After School Workshops	1	117.00
36	Iadevaia, Deborah	Teacher	Curriculum/Stoterau	payment	117.00	10/20/07	10/20/07	Saturday Workshop	1	117.00
37	Inman, Arleen	Teacher	Serrano/Truex	misc hrly rate	36.10	9/1/07	5/30/08	ILT Collaboration Training	4	144.40
38	Ivory, Celeste	Teacher	Curriculum/Stoterau	payment	117.00	10/16/07	10/18/07	After School Workshops	1	117.00
39	Ivory, Celeste	Teacher	Curriculum/Stoterau	payment	117.00	10/20/07	10/20/07	Saturday Workshop	1	117.00
40	Kim, Katherine	Teacher	Curriculum/Stoterau	payment	117.00	10/16/07	10/18/07	After School Workshops	1	117.00
41	Kim, Katherine	Teacher	Curriculum/Stoterau	payment	117.00	10/20/07	10/20/07	Saturday Workshop	1	117.00
42	Koester, Abbey	Counselor	McPherson/Bentley	noon sup rate	24.46	8/30/07	6/11/08	Noon Supervision	181	4,427.26
43	Koss, Christina	Teacher	Curriculum/Stoterau	payment	117.00	10/16/07	10/18/07	After School Workshops	1	117.00
44	Koss, Christina	Teacher	Curriculum/Stoterau	payment	117.00	10/20/07	10/20/07	Saturday Workshop	1	117.00
45	Kusumoto, Kristen	Teacher	Curriculum/Stoterau	payment	117.00	10/20/07	10/20/07	Saturday Workshop	1	117.00
46	Longfellow, Sue	Teacher	Curriculum/Stoterau	payment	117.00	10/20/07	10/20/07	Saturday Workshop	1	117.00
47	McCullough, Mary	Teacher	Curriculum/Stoterau	payment	117.00	10/16/07	10/18/07	After School Workshops	1	117.00
48	McCullough, Mary	Teacher	Curriculum/Stoterau	payment	117.00	10/20/07	10/20/07	Saturday Workshop	1	117.00
49	McMillan, Molly	Teacher	Esplanade/Rohlander	payment	117.00	8/20/07	8/22/07	Off-Track Inservice	3	351.00
50	Morris-Williamson, De	Teacher	Curriculum/Stoterau	payment	117.00	10/16/07	10/18/07	After School Workshops	1	117.00
51	Morris-Williamson, De	Teacher	Curriculum/Stoterau	payment	117.00	10/20/07	10/20/07	Saturday Workshop	1	117.00
52	Okamura, Lynn	Teacher	Curriculum/Stoterau	payment	117.00	10/22/07	10/22/07	After School Workshops	1	117.00
53	Ottens, Cindy	Teacher	Curriculum/Stoterau	payment	117.00	10/16/07	10/18/07	After School Workshops	1	117.00
54	Paz, Danica	Teacher	Prospect/Bruce	noon sup rate	24.46	8/30/07	6/1/08	Noon Supervision	90	2,201.40
55	Quindapan, Cynthia	Teacher	Canyon Rim/Ochoa	misc hrly rate	36.10	10/22/07	12/20/07	Intervention	17	613.70
56	Racine, Kathy	Teacher	La Veta/Truex	misc hrly rate	36.10	9/17/07	6/30/08	Native American Tutor	56	2,021.60
57	Riley, Kelly	Teacher	Palmyra/Truex	misc hrly rate	36.10	10/23/07	1/31/08	Math Support	14	505.40
58	Rockwell, Pamela	Teacher	Curriculum/Stoterau	payment	300.00	10/23/07	10/23/07	Science Presenter	1	300.00
59	Saenz, Jana	Teacher	Running Springs/Rohla	misc hrly rate	36.10	9/24/07	10/24/07	SEIS Support	10	361.00
60	Saenz, Jana	Teacher	Running Springs/Rohla	payment	117.00	7/12/07	7/13/07	Off-Track Inservice	2	234.00
61	Saukkola, Carol	Teacher	Serrano/Truex	misc hrly rate	36.10	9/1/07	5/30/08	ILT Collaboration Training	4	144.40
62	Scholte, Jennifer	Teacher	Palmyra/Truex	misc hrly rate	36.10	10/23/07	1/31/08	Math Support	14	505.40
63	Seitz, Jeanine	Teacher	Curriculum/Stoterau	payment	117.00	10/20/07	10/20/07	Saturday Workshop	1	117.00
64	Sherman, Lindsey	Teacher	Lampson/Truex	misc hrly rate	36.10	8/7/07	8/7/07	Back to School Night	3	108.30
65	Shipman, Lisa	Teacher	Curriculum/Stoterau	payment	117.00	10/16/07	10/18/07	After School Workshops	1	117.00

Staff Responsibility:
Ed Kisse, Assistant Superintendent-Human Resources

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CERTIFICATED PERSONNEL

	Name	Position	Administrative Unit	Schedule/Step/Column	Rate	Eff. From	Date To	Comments	# of Units	Salary		
66	Smith, Gregory	Teacher	Villa Park/Hausner	misc hrly rate	36.10	9/21/07	9/21/07	Classroom Relocation	5	180.50		
67	Steindlberger, Jane	Teacher	Portola/Thompson	noon sup rate	18.35	9/26/07	6/11/07	Noon Supervision	100	1,835.00		
68	Stiles, Clay	Teacher	El Modena HS/Briquele	hourly rate	63.76	8/27/07	6/12/08	Extra Period	185	11,795.60		
69	Stilwell, Courtney	Teacher	Villa Park/Hausner	stipend	384.00	10/15/07	10/19/07	Outdoor Science School	1	384.00		
70	Strawn, Kathy	Teacher	Serrano/Truex	misc hrly rate	36.10	9/1/07	5/30/08	ILT Collaboration Training	4	144.40		
71	Verdone, Pam	Teacher	Curriculum/Stoterau	payment	300.00	10/23/07	10/23/07	Science Presenter	1	300.00		
72	Vigneault, Dana	Teacher	Serrano/Truex	misc hrly rate	36.10	9/1/07	5/30/08	ILT Collaboration Training	4	144.40		
73	Vohs, Ashlie	Teacher	Curriculum/Stoterau	payment	117.00	10/20/07	10/20/07	Saturday Workshop	1	117.00		
74	Ward, Kelly	Teacher	Curriculum/Stoterau	payment	117.00	10/20/07	10/20/07	Saturday Workshop	1	117.00		
75	Williams, Scott	Teacher	Villa Park/Hausner	stipend	384.00	10/15/07	10/19/07	Outdoor Science School	1	384.00		
76	Windust, Julie	Teacher	Lampson/Truex	misc hrly rate	36.10	8/7/07	8/7/07	Back to School Night	3	108.30		
77	Wood, Brent	Teacher	El Modena HS/Briquele	misc hrly rate	36.10	10/1/07	6/30/08	9th Gr Initiative Support Class	134	4,837.40		
			EXTRA PAY PROJECT - COACHING STIPENDS									
	Marzolo, Trish	Teacher	McPherson/Bentley	Stipend	537.00	9/7/07	10/7/07	Qr#1 Coordinator Cross Cnty	1	537.00		
	Fields, Kari	Teacher	McPherson/Bentley	Stipend	537.00	9/7/07	10/7/07	Qr#1 Coordinator Cross Cnty	1	537.00		
	Marzolo, Trish	Teacher	McPherson/Bentley	Stipend	1,075.00	4/8/08	5/8/08	Qr#4 Coordinator Track/Volley	1	1,075.00		
	Ratajczak, Audra	Teacher	Villa Park HS/Howard	Stipend	2,418.00	8/1/07	11/31/07	J.V. Girls' Tennis	1	2,418.00		
	McMillen, John	Teacher	Villa Park HS/Howard	Stipend	2,419.00	2/1/08	5/31/08	J.V. Boys' Tennis	1	2,419.00		
	Danna, Brent	Teacher	Villa Park HS/Howard	Stipend	1,184.00	8/30/07	11/9/07	Var. Girls' Waterpolo/B. Paid	1	1,184.00		
	SUMMER SPORTS											
	Jellerson, Jenni	Teacher	Orange HS/Johnson	payment	100.00	6/30/07	8/31/07	Softball	1	100.00		
	Stoddard, Carolyn	Teacher	Orange HS/Johnson	payment	100.00	6/30/07	8/31/07	Softball	1	100.00		
	Anderson, Rebekah	Teacher	Canyon HS/Bowden	payment	1,500.00	6/30/07	8/31/07	Girls' Volleyball	1	1,500.00		

Staff Responsibility:
Ed Kisse, Assistant Superintendent-Human Resources

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
 CERTIFICATED REPORT

	Name	Position	Administrative Unit	Schedule/Step/Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
	DEPARTMENT CHAIRPERSON									
	Lingle, Robin	Teacher	El Modena HS/Briquelet	Stipend	936.00	7/1/07	6/30/08	SCIENCE	1	936.00
	Poucher, William	Teacher	El Modena HS/Briquelet	Stipend	936.00	7/1/07	6/30/08	SCIENCE	1	936.00

Staff Responsibility:
 Ed Kisse, Assistant Superintendent-Human Resources

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CLASSIFIED PERSONNEL

Name	Position	Administrative Unit	Range/Step	Rate	Eff. From	Eff. To	Comments
EMPLOYMENT							
Hourly							
Branch, Christine	Inst. Asst.-SDC/ Cerro Villa MS	Special Education/ Rohlander	26/1 (53)	\$ 13.39	10/10/2007		Replacement for E. Cadenas
Casey, Manuela	CBET Aide II/ Esplanade ES	Special Programs/ Schultz	Flat Rate	\$ 9.63	9/11/2007		New position
Castillo, Isaac	Inst. Asst.-Health Services/ Riverdale Annex	Special Education/ Rohlander	28/1 (53)	\$ 14.09	8/28/2007		New position
Cook, Dundi	Inst. Asst.-SDC/ Canyon Hills TMR	Special Education/ Rohlander	28/1 (53)	\$ 14.09	9/24/2007		Replacement for J. Tousignant
Lankford, Danielle	Food Service Assistant/ McPherson Magnet	Nutrition Services/ Pollock	19/1 (53)	\$ 11.25	10/11/2007		Replacement for M. Segura
Niday-Yoshizaki, Renee	Inst. Asst.-Interpreter Tutor/ Villa Park HS	Special Education/ Rohlander	28/1 (53)	\$ 14.09	8/30/2007		New position
Quisenberry, Shari	Inst. Asst.-SDC/ EI Modena HS	Special Education/ Rohlander	26/1 (53)	\$ 13.39	10/16/2007		Replacement for C. Kincaid
Ricci, Peter	Technology Assistant K-12/ Palmyra ES	Palmyra ES/ Smith	28/1 (53)	\$ 14.09	10/8/2007		Replacement for N. Bernardo
Russell, Lara	Inst. Asst.-SDC/ Canyon HS	Special Education/ Rohlander	26/1 (53)	\$ 13.39	10/3/2007		Replacement for J. Hardcastle
Tovar, Edward	Inst. Asst.-SDC/ California ES	Special Education/ Rohlander	26/1 (53)	\$ 13.39	10/15/2007		Replacement for D. Jacobs
Vega, Alfred	Campus Security Officer/ Orange HS	Orange HS/ Johnson	25/1 (53)	\$ 13.12	10/2/2007		Replacement for P. Sanchez
SHORT TERM EMPLOYMENT							
Brown, Christina	AVID Tutor/ Portola MS	Portola MS/ Thompson	Per Hour	\$ 10.00	9/24/2007	6/11/2008	Not to Exceed \$1,500.00
Eggert, Karen	Dance Team Coach/ Canyon HS	Canyon HS/ Bowden	Per Month	\$ 1,000.00	9/11/2007	6/12/2008	Not to Exceed \$9,000.00
Garcia, Jose	AVID Tutor/ Orange HS	Orange HS/ Johnson	Per Hour	\$ 11.00	9/18/2007	6/11/2008	Not to Exceed \$750.00
Graham, Brandon	AVID Tutor/ Villa Park HS	Villa Park HS/ Howard	Per Hour	\$ 10.00	10/1/2007	6/11/2008	Not to Exceed \$1,800.00
Groenewold, Zachary	Assistant Drama Coach/ McPherson Magnet	McPherson Magnet/ Bentley	Per Trimester	\$ 600.00	10/1/2007	6/11/2008	Not to Exceed \$1,800.00

Staff Responsibility: Ed Kissee
Assistant Superintendent - Human Resources

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CLASSIFIED PERSONNEL

Name	Position	Administrative Unit	Range/Step	Rate	Eff. From	Eff. To	Comments
SHORT TERM EMPLOYMENT - Continued							
Kelly, Patrick	AVID Tutor/ Orange HS	Orange HS/ Johnson	Per Hour	\$ 10.00	9/25/2007	6/11/2008	Not to Exceed \$750.00
Macklin, Jeffrey	AVID Tutor/ Orange HS	Orange HS/ Johnson	Per Hour	\$ 10.00	9/18/2007	6/11/2008	Not to Exceed \$2,720.00
Mejia, Oscar	Battery Tech/ El Modena HS	El Modena HS/ Briquelet	Per Hour	\$ 50.00	9/1/2007	6/11/2008	Not to Exceed \$3,500.00
Murray, John	Marching Tech/ Canyon HS	Canyon HS/ Bowden	Per Month	\$ 500.00	9/1/2007	12/31/2007	Not to Exceed \$2,000.00
Pineda Garcia, Juvenal	AVID Tutor/ Orange HS	Orange HS/ Johnson	Per Hour	\$ 10.00	10/2/2007	6/11/2008	Not to Exceed \$2,560.00
Thompson, Troy	AVID Tutor/ Canyon HS	Canyon HS/ Bowden	Per Hour	\$ 11.00	10/1/2007	6/12/2008	Not to Exceed \$2,000.00

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CLASSIFIED PERSONNEL

Name	From	To	Eff. From	Date To	Comments
EMPLOYMENT CHANGE					
Hourly					
Davis, Christian	Instructional Assistant, Sp. Ed Riverdale Annex 26/2 (53) 9.5 mos/3.5 hrs	Inst. Asst.-Job Coach, Sp. Ed Riverdale Annex 28/3 (53) 9.5 mos/3.5 hrs	8/28/2007		Promotion, replacing M. Castro
Lopez, Moises	Instructional Assistant, Sp. Ed Floater 28/5 (51) 12 mos/6.5 hrs	LOA	10/2/2007		Unpaid Leave of Absence
Montanio, Paige	Instructional Assistant, Sp. Ed Canyon Hills TMR 28/6 (53) 9.5 mos/3.5 hrs	Instructional Assistant, Sp. Ed Chapman Hills ES 26/6 (53) 9.5 mos/3.5 hrs	10/15/2007		Voluntary transfer, replacing J. Molina
Perez, Irma	Instructional Assistant, Sp. Ed Canyon Hills TMR 28/6 (51) 9.5 mos/6 hrs	Instructional Assistant, Sp. Ed Canyon Hills TMR 28/6 (51) 9.5 mos/5 hrs	9/18/2007		Reduction in work hours
Rohm, Luz	Technology Assistant K-12 La Veta ES 28/1 (53) 9.5 mos/1.5 hrs	Technology Assistant K-12 La Veta ES 28/1 (53) 9.5 mos/3.75 hrs	8/29/2007		Increase in work hours
Woppman, Veronica	CDC Aide Child Development Center 22/6 (51) + 5% 9.5 mos/3.8 hrs	LOA	9/28/2007		Unpaid Leave of Absence
Wright, Barbara	39 Month Rehire	Instructional Assistant Canyon Rim ES 24/3 (53) 9.5 mos/2.75 hrs	10/15/2007		Return from Layoff
Monthly					
Kincaid, Concetta	Instructional Assistant, Sp. Ed El Modena HS 26/6 (53) 9.5 mos/3.5 hrs	Library Media Technician, El Modena HS 30/6 (50) 10 mos/8 hrs	10/16/2007		Promotion, replacing C. Foyle

Staff Responsibility: Ed Kissee
Assistant Superintendent - Human Resources

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CLASSIFIED PERSONNEL

Name	Position	Administrative Unit	Schedule/ Step/Column	Rate	Eff. From	Date To	Comments
SEPARATIONS							
Ball, Josephine	School Office Manager	Nohl Canyon Rim ES			10/31/2007		Resignation
Gharah, Elaheh	Instructional Assistant	Special Education			10/1/2007		Retirement
Molina, Jennifer	Instructional Assistant	Special Education			6/14/2007		Resignation
Norris, Maggie	Instructional Assistant	Special Education			9/19/2007		Resignation

Staff Responsibility: Ed Kissee
Assistant Superintendent - Human Resources

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

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CERTIFICATED PERSONNEL

School	Student Teacher	Assignment	Begin Date	End Date	Master Teacher	University	Units
STUDENT TEACHER PLACEMENTS							
Handy	Venneri, Natalie	6th Gr.	10/22/07	12/14/07	Scott Praska	Biola	5.0
Panorama	Bruno, Laura	K/1 Gr.	10/29/07	1/11/08	Diane Bennett	Concordia	5.0
Panorama	Bender, Angela	1/2 Combo	10/29/07	1/11/08	Laura Oliver	Concordia	5.0
Chapman Hills	Hamdani, Nila	1st Gr.	9/17/07	12/21/07	Nikki Vanderschraaf	CSUF	5.0
Jordan	Crone, Crissy	3rd Gr.	9/17/07	12/21/07	Lori Jennings	CSUF	5.0
Yorba MS	Nguyen, Diane	English	9/1/07	6/13/08	Sheryl Nunez	CSUF	10.0
Yorba MS	Nguyen, Diane	English	9/1/07	6/13/08	Robin Kuhnau	CSUF	10.0
La Veta	Moya, Theresa	1st Gr.	10/29/07	12/14/07	Rhiannon Buhr	CSU Long Beach	5.0
Handy	Ork, Paulin	2nd Gr.	10/29/07	12/14/07	Amy Heathman	Uni. Of Phoenix	5.0
Nohl Canyon	Deihl, Amy	2nd Gr.	8/31/07	10/26/07	Pam Velez	Whittier	5.0

Staff Responsibility: Ed Kissee
Assistant Superintendent, Human Resources

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
October 25, 2007

<u>NAME</u>	<u>SITE</u>	<u>POSITION</u>	<u>CREDENTIAL SUBJECT AREA</u>
Medart, Alissa	Canyon Hills TMR	SDC Teacher Grd. 9-12	Education Specialist Instruction – Moderate/Severe Disabilities
Weinkauf, Christopher	Canyon High	English Teacher Grd. 9-12	Single Subject Teaching - English

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

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

BRAIN X

BrainX is a web-based CAHSEE Prep Program that provides a personal remediation program for each student user. This program provides a California State Standard's compliant assessment for each student and utilizes true personalization with one-to-one instruction. The BrainX Digital Tutor uses a pre-test to build a personal course for each regular education student, and special intervention strategies for Special Education students and English Learners. The BrainX Teacher Dashboard provides easy access to individual or cumulative reports on student progress, time on task, and other important pieces of information on high stakes exams by identifying skill gaps and targeting instruction. This system allows teachers to view and evaluate the work done by the student and notifies teachers as soon as a student starts to struggle or fall behind. Every student who completes the course work created by the personal digital tutor will pass CAHSEE or BrainX will refund the license fee for that student.

CAHSEE Support not-to-exceed \$85,000
01.00-7055-0-5843-1132-2420-210-210-000 (Jones/Reider)

ART MASTERS

Art Masters will provide assembly programs at La Veta and Prospect Elementary Schools during the 2007-08 school year. The program features a master artist in a sequential series and a complete art curriculum. The program consists of slide assemblies, classroom art activities and resources. Students will learn to identify style and explore the expressive nature of art. The cost differences represent the number of classrooms that will participate at each site.

Funded by La Veta PTA not-to-exceed \$6,000
Funded by Prospect PTA not-to-exceed \$3,969
Elementary Education (Morga/Dahlquist/Bruce)

ROPE WARRIOR, INC.

The Rope Warrior, Inc. will present an assembly for the students at Linda Vista Elementary on December 7, 2007. Students will learn how jump roping is beneficial for their health.

Funded by Linda Vista PTA not-to-exceed \$575
Elementary Education (Morga/Osborn)

**JOHN-PATRICK
YEISER**

Mr. Yeiser, of Music Legacy, will provide multi-cultural music presentations at Chapman Hills and Linda Vista Elementary School during the 2007-08 school year. Students in grades K-6 will learn about other cultures and their music.

Funded by Chapman Hills PTA . . . not-to-exceed \$500
Elementary Education (Morga/Merkow)

**ORANGE COUNTY
PERFORMING ARTS
CENTER**

The Orange County Performing Arts Center (OCPAC) Education Department will present a professional development workshop for the staff at Fletcher and Riverdale Schools on October 31, 2007. The workshop will focus on “Building Literacy through the Arts”, and feature three of the OCPAC artists. The program will emphasize non-fiction literature, identifying similarities and differences and teamwork.

Fletcher Art, Music, PE Grant . . . not-to-exceed \$1,260
01.00-6761-0-5850-1131-1000-645-201-000 (Morga/Varela)
Riverdale Art, Music, PE Grant . . . not-to-exceed \$840
01.00-6761-0-5850-1131-1000-660-201-000 (Morga/McFadden)

**ORANGE COUNTY
PERFORMING ARTS
CENTER**

Linda Vista Elementary and McPherson Magnet Schools will participate in “The Writing Show” provided by the Orange County Performing Arts Center, Imagination Machine, during the 2007-08 school year. Students will submit stories written in class. Cast members from “The Imagination Machine” will build and perform a play using the student writings. Students will learn the powerful techniques of creative writing, the development of characters, plot lines, and settings through unique theater games.

Funded by Linda Vista PTA not-to-exceed \$860
Funded by McPherson PTSA not-to-exceed \$860
Elementary Education (Morga/Osborn/Bentley)

**MARK WAGNER /
EDUCATIONAL
TECHNOLOGY and
LIFE CORPORATION**

School Districts are required to provide an equitable share of federal monies to private schools within attendance boundaries. Mark Wagner, of Educational Technology and Life Corporation, will conduct three professional development in-services at Salem Lutheran School during the 2007-08 school year to train teachers in Blogging and the use of websites to improve the school’s instructional process and student achievement.

Title II, Part Anot-to-exceed \$1,950
01.00-4035-8-5850-1323-2140-604-604-000 (Truex)

**Title VII NATIVE
AMERICAN PROGRAM
HERITAGE MONTH
CELEBRATION**

The District’s Title VII Native American Program is planning a festive cultural celebration and college informational presentation on Thursday, November 8, 2007. The program will be held from 6:30 p.m. to 9:00 p.m. in the Yorba Middle School cafetorium. Several representatives from local colleges will

attend to provide educational information to students and their parents. Tribal dancers, singers, and story tellers will perform and provide a Native American cultural educational exchange. The presenters will be paid on a sliding scale according to performance; prices will range from \$125 to \$500.

Culturally Based Tribal Dancers:

Tyler Vela not-to-exceed \$125

Steven Gonzales not-to-exceed \$125

Jimenez Family not-to-exceed \$375

Cultural Story Telling and Singing:

Mendez Family (Ajachemen Tribe) not-to-exceed \$500

Historically Based Cultural Awareness:

Katherine England – MS Native American Women in Higher Education. not-to-exceed \$350

Turtle Island Dignity Education (TIDE):

Kay Cope not-to-exceed \$500

Title VII (Native American) Funds . . . not-to-exceed . . . \$2,500

01.00-4510-8-5850-1110-2495-208-604-000 (Truex/Merkow)

LEARNING PLUS ASSOCIATES

Learning Plus Associates will provide an inservice to staff at California Elementary School on October 31, 2007. This training will focus on utilizing research based instructional strategies to improve student achievement using Test Prep materials. Teachers and students will benefit from this program which will improve learning and test scores.

High Achievement Funding not-to-exceed \$5,000

01.00-0068-1-4310-1131-1000-240-201-000

01.00-0010-0-4310-1131-1000-240-201-000 (Morga/Paik)

VICKIE ANN ENGLISH

Vickie English will provide music instruction (30-minute sessions, twice monthly) to the students at the Crescent Schools during the 2007-08 school year. Ms. English will provide students with general music instruction elements based on the adopted elementary music curriculum.

Funded by Crescent PTA not-to-exceed \$4,800

Elementary Education (Morga/Thompson)

FISCAL IMPACT:

\$114,114

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: Villa Park High School - Junior Statesmen of America – Costa Mesa, CA – November 17-18, 2007

The Villa Park High School Junior Statesmen of America under the direction of teacher, Paul Hunt, will travel to Costa Mesa to participate in the annual Fall State 2007 Conference. Students will participate in a series of law-making simulations, activities and debates with other like minded, politically active students from Southern California. The six male and two female students will be accompanied by one male adult chaperone. Students and chaperone will be housed at the Costa Mesa Hilton. Parents will provide the transportation for students. Parents must have an OUSD driver certificate on file prior to this trip. The fee is \$20.00 for this event. Scholarships are available. There is no substitute required and students will not miss any days of school.

Orange High School – Boys’ Basketball Team – Yuma, AZ – December 13 -15, 2007

Orange High School Boys’ Basketball Team under the direction of coach, Craig Abercrombie, will travel to Yuma to compete in the South West Rotary Classic Basketball Tournament. The student/athletes will have the opportunity to compete against teams from across the western states as well as gain exposure to college scouts. The twelve male students will be accompanied by two male adult chaperones. The team will be lodged at the Holiday Inn, Yuma. Transportation is provided by an Enterprise Rental van driven by Coach Abercrombie, who will have an approved OUSD Driver Certificate on file prior to this trip. There is no cost to the students. The students will miss two school days and a substitute will be required. The cost of the substitute will be funded through the Orange High School budget and the district athletic budget.

Villa Park High School – Girl’s Basketball Team – Fresno, CA December 13-15, 2007

The Villa Park High School Girl’s Basketball Team under the direction of coach, Kim Cram, will travel to Fresno to participate in the Nike Central Valley Showdown a basketball tournament. The student/athletes will have the opportunity to participate in a tournament with college scouts in the audience gaining them scholarship opportunities. The fifteen female student/athletes will be accompanied by three female and one male chaperone. Transportation will be provided by parents. Parents must have an approved OUSD Driver Certificate on file prior to this trip. The students and chaperones will be staying at the Holiday Inn in Clovis. There is no cost to the students.

Villa Park High School Girl’s Basketball – San Diego, CA – December 26-29, 2007

The Villa Park High School Girl’s Basketball team under the direction of coach, Kim Cram, will travel to San Diego to participate in the

Southern California Holiday Invitational Basketball Tournament. This event will provide the opportunity for players to be observed by college coaches and gain the opportunity of possible scholarships. The fifteen female student/athletes will be accompanied by three female and one male adult chaperone. The group will be housed at the Comfort Inn in San Diego. Transportation will be provided by parents. Parents must have an approved OUSD driver certificate form completed and approved prior to the trip. There is no cost for this trip. The students will not miss any school days and no substitute will be required.

El Modena High School Boys' Basketball – Cathedral City, CA
December 26-29, 2007

El Modena's Boys' Basketball Team under the direction of coach, Ryan Schmidt, will travel to Cathedral City to participate in the Desert Heat Challenge Basketball Tournament. The student athletes will have the opportunity to gain exposure to college coaches with the prospect of athletic scholarships as well as bond together as a team. The sixteen male students will be accompanied by six male and six female adult chaperones. Transportation will be provided by parents. Parents must have an approved OUSD Driver Certificate on file prior to this trip. Students and adults will be staying at the Embassy Suites in Cathedral City. Students will not miss any school and no substitute will be required. This event will be sponsored by the booster club with no cost to the students.

Villa Park High School –Varsity Pep Squad - Hawaii Pro-Bowl –
Honolulu, Hawaii – February 7-11, 2008

Villa Park High School Pep Squad under the direction of coach, Jennifer Diekmann, will travel to Honolulu to participate in the Hawaii Pro Bowl Halftime and or Pre Game Show. Students will receive training from professional choreographers as well as gain experience performing in an NFL field show with other students from across the United States. This is valuable experience for auditioning for professional jobs. The students will also learn traditional and cultural dances from Hawaii. The seven female students will be accompanied by two female and male adult chaperones. The students will travel via Hawaiian Airlines from Los Angeles to Honolulu. Transportation to Los Angeles will be provided by parents. Students and chaperones will be housed at the Radisson Waikiki Prince Kuhio Hotel. Cost per student is \$1,490 and scholarships are available. Students will miss three days of school and a substitute will be required. The cost of the substitute will be reimbursed from the booster club.

FISCAL IMPACT: Receipt of unrestricted general fund monies and unrestricted donated funds.

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

TOPIC: FIRST 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 Complaint Procedures; and 2) report to the Board of Education and the public four times a year the number of complaints filed and the area of the settlement they target.

The First Quarter 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 July – September 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 first 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: **CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS**

DESCRIPTION: The Board of Education must certify compliance with Education Code *Section 60422(a)* and California Code of Regulation (CCR), Title 5, *Section 9531(a)* after each adoption of standards-aligned instructional materials in the core curriculum areas of history/social science, mathematics, reading/language arts, and science.

The certification is required before the Instructional Materials Funding Realignment Program funds may be spent on other adopted instructional materials. The certification is used in the audit process.

FISCAL IMPACT: Certification of compliance has no fiscal impact.

RECOMMENDATION: It is recommended that the Board of Education certify that the District has complied with the requirement of Education Code *Section 60422(a)* and California Code of Regulation, Title 5, *Section 9531(a)*.

**ORANGE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
CERTIFICATION OF PROVISION
OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS**

The Board of the Orange Unified School District hereby certifies that as of this date, each pupil in the District in kindergarten through grade twelve has been provided with a standards-aligned textbook or basic instructional materials in each of the following areas: History/Social Science, Mathematics, Reading/Language Arts, Science.

For students in K-8, the instructional materials were purchased from an approved standards-based aligned state adoption list as required by *CCR, Title V, Section 9531*.

The State Board of Education adopted new standards-aligned instructional materials for K-8 in Science in January 2007. The Board of the Orange Unified School District adopted Harcourt California Science for Middle School Grades 6-8 in July 2007 and has provided each pupil with a standards-aligned textbook from this adopted list September 30, 2007, which is the beginning of the first school term that is no later than 24 months following the state adoption of these materials. The Board of the Orange Unified School District will adopt for Elementary Science Grades K-6 in the Spring of 2008 and provide each pupil with a standards-aligned textbook from this adopted list by September 30, 2008, which is the beginning of the first school term that is no later than 24 months following the state adoption of these materials.

For students in grades 9 - 12, the instructional materials were adopted by the Board following District review of the materials and their alignment with state content standards as required by *CCR, Title 5, Section 9531*.

The Board of Education adopted new standards-aligned instructional materials for grades 9 - 12 for the following courses:

English 10	AP American Government
AP English Language & Composition	AP Macro & Micro Economics
German I	Biology
French I	Agricultural Biology
Spanish II	Physiology
Spanish for Spanish Speakers	Honors Physiology
AP Spanish Literature	IB/Honors Physics
AP United States History	AP Physics

The Board of Education certifies that it has provided each pupil in grades 9 - 12 in these classes with a standards-aligned textbook or basic instructional materials from this adopted list by September 30, 2007, which is the beginning of the first school term that is no later than 24 months following the local adoption of these materials.

Education Code *Section 60422(a)*.

Certification was approved by the Board of Education at a public meeting held on October 25, 2007.

OUSD/Jones
Board Agenda
October 25, 2007

TOPIC: 2007-2008 ADULT EDUCATION PROGRAM

DESCRIPTION: The Orange Unified School District's Adult Education Program is recommending Board approval to offer classes for adults in the community. During the 2007-08 school year, the funding level of \$17.52 ADA will allow the District to offer classes in the fall and spring.

A variety of courses are provided to fulfill the need for English as a Second Language (ESL) instruction for adults in our community. Additional courses will also provide disabled adults with the opportunity to enhance their independent living skills and become more self-sufficient. Parenting classes will be offered to assist parents of school age children to better understand their children as students. The following courses are proposed and have been designed to address those needs:

- ESL Beginning Literacy
- ESL Beginning Low
- ESL Beginning High
- ESL Intermediate Low/High Combination
- ESL Beginning Literacy/Low Combination
- ESL Beginning Computers/Keyboarding
- Adults with Disabilities: Independent Living Skills
- Helping Your Child Succeed in School
- Focus on Parenting

The courses will be offered at the Career Education Center, Orange and El Modena High Schools, California, Lampson and Sycamore Elementary schools, and other sites to be determined where there is a student need and classrooms are available. Not all courses will be offered at all sites. Staffing will consist of an Adult Ed. Principal (\$40.79 per hour) whose time equivalence is determined by Education Code, part-time instructors (\$31.30 per hour), and a part-time clerk (\$14.43 per hour).

FISCAL IMPACT: Receipt of restricted categorical funds in the amount of \$46,345.66 in income (\$2,645.30 ADA x 17.52 ADA).

RECOMMENDATION: It is recommended that the Board of Education approve the courses for the Orange Adult Education program.

- TOPIC:** **SCHOOL READINESS PROGRAM: CALIFORNIA DEPARTMENT OF EDUCATION GRANT FUNDING FOR PRESCHOOL AND FAMILY LITERACY FUNDING**
- DESCRIPTION:** The California Department of Education will provide grant funding to the School Readiness Program in the amount of \$175,392 for 48 children to attend preschool at Sycamore Elementary. An additional \$5,000 has been awarded to provide funding for parents in family literacy. Acceptance of the grant funding and submitting a licensing application through the Childcare licensing program was approved on June 21, 2007 by the Board of Education.
- FISCAL IMPACT:** Receipt of restricted categorical funds in the amount of \$175,392, for the preschool program at Sycamore Elementary, plus an additional \$5,000 to provide family literacy training for parents.
- RECOMMENDATION:** It is recommended that the Board of Education authorize the Superintendent or designee to enter into this agreement with the California Department of Education and authorize the designated personnel to sign contract documents for Fiscal Year 2007-2008.

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2007/08.

RESOLUTION

BE IT RESOLVED that the Governing Board of Orange Unified School District

authorizes entering into local agreement number/s _____ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS 25th day of October 2007/08, by the Governing Board of Orange Unified School District of Orange County, California.

I, John H. Ortega, Clerk of the Governing Board of Orange Unified School District, of Orange, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Board of Education meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

TOPIC: NO CHILD LEFT BEHIND ACT (NCLB) SUPPLEMENTAL EDUCATION SERVICES

DESCRIPTION: As a component of the federal reauthorization of the Elementary and Secondary Education Act, referred to as the No Child Left Behind Act, supplemental education services must be offered to parents of eligible students at schools who are in their second or higher year of Program Improvement. Supplemental educational services are additional academic instruction designed to increase the academic achievement of students in low performing schools. The services must be provided by a state-approved provider.

The parents of Esplanade, Fairhaven, Handy, Lampson, Prospect, and Sycamore Elementary, Portola, and Yorba Middle Schools' students were informed of this option through letters and community meetings, and 500 parents have selected a supplemental educational support provider. These services will include one-to-one or small group tutoring.

The Supplemental Education Services rate for the District is approximately \$1,012 per student. The Title I budget will fund these services through appropriate District agreements with District approved service providers selected by the parents: A+ Educational Centers, Academic Tutoring Services, ARC Associates, Basic Educational Services Team, Buddy System In-Home Tutoring, Carney Educational Services, Club Z! Tutoring, Knowledge Points, Lecciones Educational Services, Mathnasium, Professional Tutors of America, Smart Kids Tutoring, STAR Education, Total Education Solutions, and UROK Learning Institute.

FISCAL IMPACT: Expenditure of restricted categorical fund monies not to exceed \$506,000.
(Title I funds) 01.00-3010-8-5850-1328-1000-604-604-000

RECOMMENDATION: It is recommended that the Board of Education authorize the Superintendent or designee to approve the No Child Left Behind Supplemental Educational Services contracts with state/district-approved service providers.

TOPIC: TEXTBOOK ADOPTIONS – 30-DAY REVIEW BY PUBLIC

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

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

FISCAL IMPACT: Textbooks will be purchased from the textbook accounts during the 2007/2008 school year. Auxiliary/supplemental 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/
supplemental adoptions.

RECOMMENDATION: It is recommended that the Board of Education place the attached list of textbooks on display for the 30-day review period and be considered for adoption at the December 6th Board Meeting.

Orange Unified School District

TEXTBOOK ADOPTIONS

Board Review – October 25, 2007

Final Approval – December 6, 2007

TEXTBOOK ADOPTIONS

Title	Subject	Grade Level	Publisher	Copyright	ISBN	Funding Source	State Matrix	IMAC
Alice 2.0 : Introductory Concepts & Techniques	Computer Technology	10-12	Thomson Course Technology	2007	9781418859343	State Textbook Funds	No	10/1/07
JavaScript: Complete Concepts & Techiques	Computer Technology	10-12	Thomson Course Technology	2001	9780789562333	State Textbook Funds	No	10/1/07
Python Programming, 2 nd Edition	Computer Technology	10-12	Thomson Course Technology	2006	9781598631128	State Textbook Funds	No	10/1/07

TOPIC: REQUEST FOR SURPLUS DECLARATION OF OLD AND OBSOLETE DISTRICT TEXTBOOKS AND LIBRARY BOOKS AND APPROVAL OF DISPOSITION

DESCRIPTION: On a continuing basis, textbooks and library books in use by the schools become obsolete. Disposition of the obsolete books is desirable due to the problems of transportation and storage. It is recommended that the District declare and surplus the attached textbook list including similar textbooks, which from time to time, become obsolete during the current and next fiscal years, having a value of less than \$2,500.

Accordingly, it is recommended that the District enter into an appropriate agreement to facilitate the disposition of the surplus and obsolete textbooks and library books, for the most cost-effective basis for the District. It is anticipated that the District will receive occasional income throughout the fiscal year.

FISCAL IMPACT: Receipt of unrestricted general fund monies in the amount of approximately \$2,500.

RECOMMENDATION: It is recommended that the Board of Education authorize the Superintendent or designee to declare the textbooks obsolete/surplus materials, and enter into an agreement to facilitate disposition.

Orange Unified School District

OBSOLETE AND SURPLUS TEXTBOOKS AND LIBRARY BOOKS

Title	Subject	Grade Level	Publisher	Copyright
Discovering Drawing	Art	9-12	Davis Publications	1995
Art In Focus, 4th Edition	Art	9-12	Glencoe / McGraw-Hill	2000
Komm Mit! Level 1	Foreign Language	7-12	Holt, Rinehart & Winston	1995
Allez Viens, Level 1	Foreign Language	7-12	Holt, Rinehart & Winston	2003
Paso a Paso, Level 2	Foreign Language	9-12	Prentice Hall	2000
Tu Mundo: Curso Para Hispanohablantes	Foreign Language	9-12	McDougal Littell	2002
America's History, 4th Edition	History / Social Science	11	Bedford / St. Martins	2000
American Government, 8th Edition	History / Social Science	12	McDougal Littell	2001
Principles of Economics, 2nd Edition	History / Social Science	12	Thomson Learning	2001
Guide To Good Food	Home Economics	9-12	Goodheart-Willcox	2002
Elements of Literature: Fourth Course	Language Arts	10	Holt, Rinehart & Winston	2000
Prentice Hall Science Explorer	Science	7-8	Prentice Hall	2001
Biology: The Dynamics of Life	Science	10-12	Glencoe / McGraw-Hill	2000
Anthony's Anatomy & Physiology, 16th Edition	Science	10-12	Mosby / Elsevier	1999
College Physics, 6th Edition	Science	11-12	Thomson Learning	2003
Fundamentals of Physics, 6th Edition	Science	11-12	Wiley	2001
Other Miscellaneous Obsolete Textbooks	Various	K-12	Various	Various
Miscellaneous Obsolete Library Books	Various	K-12	Various	Various

TOPIC: **EXPULSION OF STUDENT: CASE NO. 07-08-03**

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

FISCAL IMPACT: The District will not have a loss of ADA for two semesters.

RECOMMENDATION: It is recommended that the Board of Education uphold the recommendation that the student be expelled from the schools of the District for two semesters. (June 16, 2008)

A hearing panel of administrators met Wednesday, September 26, 2007, and determined that a recommendation for expulsion be presented to the Board of Education. It was recommended that the student be expelled for two semesters, (June 16, 2008), and transfer to the Community Day School. It was further recommended that the student maintain a 2.0 GPA. It was further recommended that the student complete 20 community service hours validated in writing. Further, student is not to have any violations of penal codes, education codes or school rules. Parent/student is to meet with the Office of Child Welfare & Attendance at the end of the expulsion period.

TOPIC: **EXPULSION OF STUDENT: CASE NO. 07-08-04**

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

FISCAL IMPACT: The District will not have a loss of ADA for two semesters.

RECOMMENDATION: It is recommended that the Board of Education uphold the recommendation that the student be expelled from the schools of the District for two semesters. (June 16, 2008)

A hearing panel of administrators met Wednesday, September 26, 2007, and determined that a recommendation for expulsion be presented to the Board of Education. It was recommended that the student be expelled for two semesters, (June 16, 2008), and transfer to the Community Day School. It was further recommended that the student maintain a 2.0 GPA. It was further recommended that the student complete 20 community service hours validated in writing. Further, student is not to have any violations of penal codes, education codes or school rules. Parent/student is to meet with the Office of Child Welfare & Attendance at the end of the expulsion period.

TOPIC: CONTRACT SERVICES REPORT – PUPIL SERVICES

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

PARADIGM HEALTHCARE SVCS. Paradigm Healthcare conducts the data collection and billing for the District for obtaining Medi-Cal Administrative Activities. Additionally, the federal government reimburses the District for school health services currently provided to Medi-Cal eligible students by District nurses. Payment to the District is based solely on revenue generated by Medi-Cal billing and annually equals more than \$235,000 to the District. From these revenues, the District pays Paradigm Healthcare for their services.

FISCAL IMPACT: Not-to-exceed \$20,000 (*based on reimbursement received by the District*)
Special Education.....01-00-9503-0-5850-0000-3140-206-207-000
(Hanson)

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

TOPIC: MEMORANDUM OF UNDERSTANDING BETWEEN THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS AND THE ORANGE UNIFIED SCHOOL DISTRICT FOR 2007-2008

DESCRIPTION: Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, the Orange County Department of Education may provide for the education of individual pupils in special education programs who reside in other districts or counties. The District has entered into previous agreements with the OCSS/OCDE for the District to provide special education services. The proposed agreement is substantially similar to existing agreements and staff recommends this arrangement. The proposed Memorandum of Understanding will provide District SELPA participation in the Special Schools Program within the Orange County Department of Education as deemed necessary for special education students during the 2007-2008 school year. The Memorandum of Understanding is available in the Pupil Services Department for review.

FISCAL IMPACT: The estimated billing for 2007-2008 will be based on actual information for 2006-2007 plus COLA as set forth in the most current state budget, plus any budgeting projections for step and column, and salary and benefit increases.

RECOMMENDATION: It is recommended that the Board of Education authorize the District to enter into the Memorandum of Understanding between The Orange County Superintendent of Schools and the Orange Unified School District.

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: \$ 325,430
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**

I.D.No.	Non-Public School	Cost	Period Covered
350850	Pyramid Autism Center Orange, California	\$49,500	07/01/07-06/30/08
354480	Rossier Park Elementary School Buena Park, California	33,233	09/17/07-06/30/08
320663	Rossier Park Elementary School	32,663	09/20/07-06/30/08
353807	Therapeutic Education Centers Santa Ana, California	35,465	09/21/07-06/30/08
354442	Therapeutic Education Centers	35,465	09/21/07-06/30/08
I.D. No.	Designated Instruction	Cost	Period Covered
352506	Gallagher Pediatric Therapy Fullerton, California	\$3,818	07/01/07-06/30/08
350532	Gallagher Pediatric Therapy	4,400	07/01/07-06/30/08
340719	Gallagher Pediatric Therapy	4,316	07/01/07-06/30/08
348692	Gallagher Pediatric Therapy	3,984	07/01/07-06/30/08
324405	Gallagher Pediatric Therapy	1,162	07/01/07-06/30/08
333059	Gallagher Pediatric Therapy	7,802	07/01/07-06/30/08
333682	Gallagher Pediatric Therapy	581	07/01/07-06/30/08
348500	Gallagher Pediatric Therapy	4,233	07/01/07-06/30/08
349175	Gallagher Pediatric Therapy	3,818	07/01/07-06/30/08
341435	Gallagher Pediatric Therapy	4,233	07/01/07-06/30/08
333274	Gallagher Pediatric Therapy	7,470	07/01/07-06/30/08
315315	Gallagher Pediatric Therapy	4,399	07/01/07-06/30/08
307318	Gallagher Pediatric Therapy	3,818	07/01/07-06/30/08
346056	Gallagher Pediatric Therapy	2,573	07/01/07-06/30/08
206116	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
342636	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
333473	Gallagher Pediatric Therapy	4,067	07/01/07-06/30/08
349185	Gallagher Pediatric Therapy	3,818	07/01/07-06/30/08
348020	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
312898	Gallagher Pediatric Therapy	4,067	07/01/07-06/30/08
343622	Gallagher Pediatric Therapy	3,901	07/01/07-06/30/08
312455	Gallagher Pediatric Therapy	664	07/01/07-06/30/08
341387	Gallagher Pediatric Therapy	7,470	07/01/07-06/30/08
341371	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
341105	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
280399	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
305317	Gallagher Pediatric Therapy	166	07/01/07-06/30/08
265466	Gallagher Pediatric Therapy	332	07/01/07-06/30/08
313446	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
332674	Gallagher Pediatric Therapy	166	07/01/07-06/30/08
332606	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
341965	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
349010	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
343219	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
341350	Gallagher Pediatric Therapy	249	07/01/07-06/30/08
313178	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
338158	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
342825	Gallagher Pediatric Therapy	664	07/01/07-06/30/08
282954	Gallagher Pediatric Therapy	332	07/01/07-06/30/08
332598	Gallagher Pediatric Therapy	249	07/01/07-06/30/08
315954	Gallagher Pediatric Therapy	664	07/01/07-06/30/08
340521	Gallagher Pediatric Therapy	83	07/01/07-06/30/08
349642	Gallagher Pediatric Therapy	581	07/01/07-06/30/08

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283126	Gallagher Pediatric Therapy	249	07/01/07-06/30/08
281216	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
308092	Gallagher Pediatric Therapy	166	07/01/07-06/30/08
342789	Gallagher Pediatric Therapy	166	07/01/07-06/30/08
340787	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
332479	Gallagher Pediatric Therapy	166	07/01/07-06/30/08
323572	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
343629	Gallagher Pediatric Therapy	83	07/01/07-06/30/08
238820	Gallagher Pediatric Therapy	83	07/01/07-06/30/08
342091	Gallagher Pediatric Therapy	83	07/01/07-06/30/08
348111	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
201634	Gallagher Pediatric Therapy	166	07/01/07-06/30/08
347918	Gallagher Pediatric Therapy	83	07/01/07-06/30/08
341469	Gallagher Pediatric Therapy	415	07/01/07-06/30/08
312417	Gallagher Pediatric Therapy	664	07/01/07-06/30/08
340859	Gallagher Pediatric Therapy	581	07/01/07-06/30/08
349850	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
330488	Gallagher Pediatric Therapy	249	07/01/07-06/30/08
349647	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
342911	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
322889	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
334842	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
349201	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
343759	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
342581	Gallagher Pediatric Therapy	83	07/01/07-06/30/08
322820	Gallagher Pediatric Therapy	83	07/01/07-06/30/08
335592	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
346729	Gallagher Pediatric Therapy	166	07/01/07-06/30/08
315199	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
333728	Gallagher Pediatric Therapy	498	07/01/07-06/30/08
341161	Gallagher Pediatric Therapy	166	07/01/07-06/30/08
333073	Gallagher Pediatric Therapy	830	07/01/07-06/30/08
271993	Gallagher Pediatric Therapy	830	07/01/07-06/30/08
349196	Gallagher Pediatric Therapy	249	07/01/07-06/30/08
354158	Gallagher Pediatric Therapy	3,735	08/02/07-06/30/08
352508	Gallagher Pediatric Therapy	581	07/01/07-06/30/08
348164	Gallagher Pediatric Therapy	332	07/01/07-06/30/08
348153	Gallagher Pediatric Therapy	83	07/01/07-06/30/08
348897	Gallagher Pediatric Therapy	166	07/01/07-06/30/08
273799	Gallagher Pediatric Therapy	166	
330680	Russo, Fleck & Associates Orange, California	4,175	08/29/07-06/30/08
		Addendum	
324320	Russo, Fleck & Associates	1,870	07/01/07-06/30/08
		Addendum	
322484	Julie Berg Ryan, O.D. Irvine, California	1,900	09/25/07-06/30/08
		Addendum	
273799	So. Calif. College of Optometry Fullerton, California	400	09/11/07-06/30/08
332674	Wertheimer Gale & Associates Irvine, California	6,460	09/10/07-06/30/08
343219	Wertheimer Gale & Associates	3,230	09/10/07-06/30/08
338158	Wertheimer Gale & Associates	3,230	09/10/07-06/30/08
338211	Wertheimer Gale & Associates	1,615	09/10/07-06/30/08
352394	Wertheimer Gale & Associates	1,615	09/10/07-06/30/08
307563	Wertheimer Gale & Associates	255	09/10/07-06/30/08
342581	Wertheimer Gale & Associates	850	09/10/07-06/30/08
354442	Wertheimer Gale & Associates	1,530	10/01/07-06/30/08
341161	Wertheimer Gale & Associates	850	09/10/07-06/30/08
333073	Wertheimer Gale & Associates	1,615	09/10/07-06/30/08
348897	Wertheimer Gale & Associates	1,360	09/10/07-06/30/08

TOPIC: **RESOLUTION NO. 08-07-08: AUTHORIZATION OF PAYMENT TO TRUSTEE ABSENT FROM REGULAR BOARD MEETING**

DESCRIPTION: On September 27, and October 11, 2007, Board Member John Ortega was absent from the regular Board meeting due to job-related responsibilities.

The subject of compensation for missed meetings is addressed in Education Code Section 35120(c).

A member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the school district or districts, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board.

The attached resolution is presented for adoption by the Board of Education.

FISCAL IMPACT: This item has no fiscal impact.

RECOMMENDATION: It is recommended that the Board of Education adopt Resolution No. 08-07-08 authorizing payment to John Ortega at the regular rate of compensation for the September 27, and October 11, 2007 Board meetings while Mr. Ortega was absent due to job-related responsibilities.

RESOLUTION NO. 08-07-08
of the
BOARD OF EDUCATION
of the
ORANGE UNIFIED SCHOOL DISTRICT

**RESOLUTION AUTHORIZING PAYMENT
TO TRUSTEE ABSENT FROM BOARD MEETING**

WHEREAS, California Education Code Section 35120(c) provides that a member of the Board of Education may be paid for any meeting when absent if the Board, by resolution duly adopted and included in its minutes, finds that at the time of the meeting the member is performing services outside the meeting for the school district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board.

WHEREAS, on September 27, and October 11, 2007, the Board of Education held meetings; and

WHEREAS, Board member John Ortega was unable to be present at the meetings; and

WHEREAS, the Board has determined that Board member John Ortega was absent due to job-related responsibilities.

NOW, THEREFORE, BE IT RESOLVED that Board member John Ortega shall be paid at the regular rate of compensation for the meetings of the Board of Education held September 27, and October 11, 2007.

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

Date: October 25, 2007

Wes Poutsma
Vice President of the Board