

SPECIAL MEETING

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES**

33122 Valle Road
San Juan Capistrano, CA 92675

May 26, 2009

5:00 p.m.

I. PRELIMINARY

Meeting was called to order by _____

Pledge of Allegiance to the Flag

Board consideration and adoption of the agenda.

Motion by _____ Seconded by _____

Public comments to agenda items only.

ROLL CALL:

	Present	Absent
Ellen M. Addonizio, President	_____	_____
Mike Winsten, Vice President	_____	_____
Larry Christensen, Clerk	_____	_____
Jack Brick, Member	_____	_____
Anna Bryson, Member	_____	_____
Ken Maddox, Member	_____	_____
Sue Palazzo, Member	_____	_____

OPEN SESSION

5:00 p.m.

SPECIAL RECOGNITIONS

*Distinguished Schools: Arroyo Vista, Aliso Viejo, Bernice Ayer, and Las Flores Middle Schools
AVID Standout Recipients: Adriana Martinez, Newhart M.S. and Jesus Martinez, Shorecliffs MS*

CLOSED SESSION

- A. CONFERENCE WITH CHIEF LABOR NEGOTIATOR
- B. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
- C. CONFERENCE WITH LEGAL COUNSEL/PENDING LITIGATION (THREE CASES)
- D. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

REPORT ON CLOSED SESSION ACTION

RECORDING OF SCHOOL BOARD MEETINGS

In accordance with Board Policy 9324, Board Minutes, all Regular School Board Meetings will be audio recorded.

II. INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD BY PARENTS AND CITIZENS PRESENT AT THIS MEETING

We are pleased you can be with us at this meeting, and we hope you will return often. Your visit assures us of continuing community interest in our schools.

The members of the Board of Trustees of this District are locally elected state officials, who serve four-year terms of office, and who are responsible for the educational program of our community from grades kindergarten through twelve. They are required to conduct programs of the schools in accordance with the State of California Constitution, the State Education Code, and other laws relating to schools enacted by the Legislature, and policies and procedures which this Board adopts.

The Board is a policy-making body whose actions are guided by the school district's Mission and Goals. Administration of the District is delegated to a professional administrative staff headed by the Superintendent.

The agenda and its extensive background material are studied by each member of the Board for at least two days preceding the meeting. Board Members can call the administrative staff for clarification on any item, and many of the items on the agenda were discussed by the Board during previous meetings. These procedures enable the Board to act more effectively on agenda items than would otherwise be possible.

WHAT TO DO IF YOU WISH TO ADDRESS THE BOARD OF TRUSTEES

ITEMS ON THE AGENDA. Any person may address the Board concerning any item on the agenda and may, at the discretion of the Board, be granted three (3) minutes to make a presentation to the Board at the time a specific item is under discussion. However, the time assigned for individual presentations could be fewer than three (3) minutes depending upon the total number of speakers who wish to address a specific agenda topic. Prior to the opening of the meeting, a Request to Address the Board card (located in the foyer) should be completed and submitted to the Secretary of the Board. The total time devoted to presentations to the Board shall not exceed twenty (20) minutes, unless additional time is granted by the Board. All presentations shall be heard by the Board prior to the formal discussion of the agenda topic under consideration. Once an agenda item has been opened for public comment, no additional "Request to Address the Board of Trustees" cards shall be accepted for that topic.

ORAL COMMUNICATIONS (Non-Agenda Items). Citizens may address the Board on any item not appearing on the agenda. Individual presentations are limited to three (3) minutes per individual, with twenty (20) minutes in total being devoted for this purpose, but could be less if there are a large number of Oral Communication speakers. Legally, the Board may not take action on items raised by speakers under Oral Communications. However, at its discretion, the Board may refer items to the administration for follow-up or place topics on a future Board agenda.

PUBLIC HEARINGS. Anytime the Board schedules a separate public hearing on any given topic, it shall not hear speakers on that topic before the public hearing, except as to the scheduling of the hearing, nor shall it hear speakers after the hearing, except as to changes in the policy or recommended actions which are directed at the time of the hearing.

CLOSED SESSION. In accordance with Education Code Section 35146 and Government Code Section 54957, the Board may recess to Closed Session to discuss personnel matters which they consider inadvisable to take up in a public meeting.

REASONABLE ACCOMMODATION

In order to help ensure participation in the meeting of disabled individuals, appropriate disability-related accommodations or modifications shall be provided by the Board, upon request, in accordance with the Americans with Disabilities Act (ADA). Persons with a disability who require a disability-related accommodation or modification, including auxiliary aids and services in order to participate in a Board meeting, shall contact the Superintendent or designee in writing by noon on the Friday before the scheduled meeting. Such notification shall provide school district personnel time to make reasonable arrangements to assure accessibility to the meeting.

III. DISCUSSION/ACTION

1. **INTERVIEWS OF SUPERINTENDENT SEARCH FIRM:** Consideration and approval, selection of an executive firm to provide services related to the recruitment and selection of a new superintendent.
(Supporting Information)
Contact: Suzette Lovely, Deputy Superintendent, Personnel Services

DISCUSSION/
ACTION
Vote ____
Page 1

Motion by _____ Seconded by _____

2. **BOARD POLICY REINSTATEMENT/REVISIONS:** Consideration and approval, second reading, reinstatement and revisions, Board Policy 1240, *Volunteer Assistance*.
(Supporting Information)
Contact: Julie Hatchel, Chief Communications Officer

DISCUSSION/
ACTION
Vote ____
Page 2

Motion by _____ Seconded by _____

3. **EMPLOYMENT CONTRACT-INTERIM DEPUTY SUPERINTENDENT, PERSONNEL:** Consideration and approval contract of employment for the position of Interim Deputy Superintendent, Personnel.
(Supporting Information)

DISCUSSION/
ACTION
Vote ____
Page 9

Motion by _____ Seconded by _____

4. **REINSTATEMENT OF PROGRAMS/SERVICES: MANAGEMENT PERSONNEL:** Consideration to rescind layoff notices for 15 FTE Certificated Management positions.

DISCUSSION/
ACTION
Vote ____
Page 18

Motion by _____ Seconded by _____

IV. BOARD/SUPERINTENDENT ANNOUNCEMENTS

V. ADJOURNMENT

THE NEXT REGULAR MEETING OF THE GOVERNING BOARD WILL BE HELD ON MONDAY, JUNE 8, 2009, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA

For information regarding Capistrano Unified School District, please visit our website:

www.capousd.org

VII. CLOSED SESSION


5. Closed Session (as authorized by law)

- A. CONFERENCE WITH CHIEF LABOR NEGOTIATOR
Agency designated representative:
Suzette Lovely, Chief Labor Negotiator
Employee Organizations:
Capistrano Unified Education Association (CUEA)
Capistrano School Employees Association (CSEA)
Teamsters
(Pursuant to Government Code §54957.6)
- B. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
Principals
Assistant Principals
Deputy Superintendent, Education
Interim Superintendent
Superintendent
Director of Facilities
(Pursuant to Government Code §54957)
- C. CONFERENCE WITH LEGAL COUNSEL–PENDING LITIGATION
Number of cases: Three Cases
(Pursuant to Government Code §54956.9{a})
- Case No. 1
Superior Court of California
County of Orange – Central Justice Center
Case Number 30 2009 00122265
A. Woodrow Carter v. Capistrano Unified School District
- Case No. 2
Superior Court of the State of California
County of Orange – Central Justice Center
Case Number 00180049
Petition for Writ of Mandate Pursuant to the California
Environmental Quality Act (CEQA), Public Resources Code
Section 21000, et seq.
City of Mission Viejo, a municipal corporation v. Capistrano
Unified School District.
- Case No. 3
Superior Court of the State of California
County of Orange – Central Justice Center
Case No. 00207543
Petition for Writ of Mandate Pursuant to the California
Environmental Quality Act (CEQA), Public Resources Code
Section 21000, et seq.
City of Rancho Santa Margarita, a municipal corporation, v.
Capistrano Unified School District.
- D. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
(Pursuant to Government Code §54957)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 26, 2009

TO: Ellen Addonizio, President
and Members,
Board of Trustees, Capistrano Unified School District

FROM: Suzette Lovely, Deputy Superintendent, Personnel Services 

SUBJECT: **INTERVIEW OF SUPERINTENDENT SEARCH FIRM**

BACKGROUND INFORMATION

On March 24, 2009 the Board took formal action authorizing district staff to prepare a Request for Proposal (RFP) to utilize the services of an executive search firm to facilitate the process of recruiting a new superintendent. Five proposals were submitted for consideration. President Addonizio, Trustee Bryson and Trustee Brick served on a three member Board subcommittee to review the proposals and narrow the field of respondents. Two firms, Hazard, Young, and Attea and Ray and Associates have been selected to make presentations to the Board and answer questions concerning the level of services they intend to provide.

CURRENT CONSIDERATIONS

This agenda item proposes that the Board conduct interviews with the two executive search firms. Representatives from Hazard, Young, and Attea and Ray and Associates are prepared to review their proposals with the Board and provide a more-detailed explanation of the services they would offer.

FINANCIAL IMPLICATIONS

Services provided by the superintendent search firm will be funded from the General Fund budget. The cost of such services is estimated to be \$50,000 - \$65,000.

STAFF RECOMMENDATION

It is respectfully requested that Board President, Ellen Addonizio recognize representatives from Hazard, Young, and Attea, followed by Ray and Associates. Following presentations the Board will have an opportunity to discuss the presentations and direct staff in next steps.

DISCUSSION/
ACTION

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 26, 2009

TO: Ellen M. Addonizio, President
and Members
Board of Trustees

FROM: Suzette Lovely, Deputy Superintendent, Personnel Services

SUBJECT: REINSTATEMENT OF BOARD POLICY 1240 - VOLUNTEER ASSISTANCE

BACKGROUND INFORMATION

At its February 9, 2009 meeting, the Board of Trustees voted to suspend BP 1240, Volunteer Assistance (Exhibit A), and related AR 1.5 (Exhibit B). Trustees directed staff to revise the policy to provide clear definitions of volunteers requiring fingerprints. At the May 11, 2009 meeting, Trustees requested that sections of AR 1.5 be incorporated into BP 1240 and that the item be brought back to the Board at its next meeting.

CURRENT CONSIDERATIONS

Staff has worked through the process of meeting with parent constituents, office staff, and site administrators to identify problems with the current volunteer policy and recommend changes. Through the committee process, constituents are recommending the following changes to the volunteer policy:

- Eliminate TB testing requirement
- Process ID badge/paperwork at the district office for fingerprinted Tier I volunteers
- Create a two-tiered volunteer system

Tier I Volunteers – volunteers who have direct student contact and may be in unsupervised situations with students, including walk-on-coaches & assistants, drivers for school-arranged field trips/activities, overnight chaperones:

- Fingerprint clearance/DOJ screening
- Acknowledgement/sign-off of Volunteer Handbook
- District issued volunteer badge

Tier II Volunteers – volunteers who work with students under employee supervision and/or do not work with students:

- Megan's Law Check
- Acknowledgement/sign-off of Volunteer Handbook
- Site-issued volunteer identification

FINANCIAL IMPLICATIONS

Total upfront costs for purchasing equipment, software, supplies and associated costs for processing volunteer identification badges will be \$6000. It is anticipated that the district will be able to recover \$5000 of these costs throughout the course of the year for a net total cost of \$1000.

STAFF RECOMMENDATION

It is respectfully requested that the Board President recognize Julie Hatchel, Chief Communications Officer, to present this item and answer Trustee questions. It is recommended the Board approve the reinstatement of BP 1240 with implementation on September 8, 2009.

DISCUSSION/
ACTION

VOLUNTEER ASSISTANCE

The Governing Board encourages parents/guardians, business, senior citizens, and other members of the community to share their time, knowledge and abilities with students. Volunteer assistance in schools enriches the educational program, enhances supervision of students and contributes to school safety while strengthening the schools' relationships with the community. The Board also encourages community members to serve as mentors to provide support and motivation to students.

A volunteer is a parent, community member or other adult who assists at a school site or program on a regular or semi-regular basis during school hours. Also included in this definition are those who help on a one-time basis transporting or working with children without the direct oversight of staff. Parents who observe or visit their child at school on a regular basis and stay more than 15 minutes each time are considered volunteers. Volunteer screening is required for all volunteers.

Volunteers shall be divided into two categories:

Student Contact Volunteers – Tier I Volunteers

These volunteers may assist personnel in the performance of their duties which, in the judgment of the personnel to whom the volunteer is assigned, may be performed by a person not licensed as a classroom teacher. Volunteers in this category are required to be fingerprinted and have a criminal record clearance. Volunteers shall be informed that the district is conducting this records check.

Volunteers in this category require acknowledgement/signoff on the Volunteer Handbook, fingerprinting and a criminal record clearance, and identification as a cleared volunteer (district issued badge). Volunteers in this category include:

1. Coaches, assistant coaches, co-curricular assistants
2. Tutoring or mentoring inside or outside the classroom or another unsupervised school setting
3. Attending or chaperoning overnight school-sponsored trips
4. Transporting students in a private vehicle
5. Student teachers
6. Any other volunteer activity, including that done by parents in child care and development programs, where there is unsupervised contact with children
7. Any other volunteer activity where the funding agency requires such a criminal record clearance

Non-Student Contact/Supervised Contact Volunteers – Tier II

These volunteers may work on projects pursuant to Governing Board policy and Administrative Regulation under the direct supervision of CUSD staff. Tier II volunteers are required to sign off on the acknowledgement of the Volunteer Handbook, sign in at the front office, and display site issued identification.

Volunteers shall act in accordance with district policies and school rules and serve at the discretion of CUSD employees. At their discretion, employees who supervise volunteers may ask any volunteer who violates regulations or protocols to leave the campus. Employees should confer with the principal or designee regarding any such volunteers.

Work performed by volunteers shall be limited to those projects that do not replace the normal maintenance duties of classified staff. The Board nevertheless encourages volunteers to assist with short-term projects to the extent that they enhance the classroom or school, do not significantly increase workloads, and comply with employee collective bargaining agreements.

The Board encourages principals to develop a means for recognizing the contributions of each school's volunteers.

Legal Reference:

EDUCATION CODE

35021 Volunteer aides

35021.1 Automated records check

44010 Sex offense; definition

44227.5 Classroom participation by college methodology faculty

44814-44815 Supervision of students during lunch and other nutrition periods

45125 Fingerprinting requirements

45340-45349 Instructional aides

45360-45367 Teacher aides

49406 Examination for tuberculosis

GOVERNMENT CODE

3100-3109 Oath or affirmation of allegiance

3543.5 Prohibited interference with employees' rights

HEALTH AND SAFETY CODE

1596.871 Fingerprints of individuals in contact with child day care facility clients

LABOR CODE

3364.5 Persons performing voluntary services for school districts

PENAL CODE

290 Registration of sex offenders

290.4 Information re sex offenders

CODE OF REGULATIONS, TITLE 22

101170 Criminal record clearance

101216 Health screening, volunteers in child care centers

UNITED STATES CODE, TITLE 20

6319 Qualifications and duties of paraprofessionals, Title I programs

ATTORNEY GENERAL OPINIONS

62 Ops. Cal. Atty. Gen. 325 (1979)

COURT DECISIONS

Whisman Elementary School District, 15 Public Employee Reporter for California, 22043

Management Resources:

NATIONAL PTA PUBLICATIONS

National Standards for Parent/Family Involvement Programs, 1997

Building Successful Partnerships: A Guide for Developing Parent and Family Involvement Programs, 2000

WEB SITES

California PTA: <http://www.capta.org>

National PTA: <http://www.pta.org>

California Partners in Education: <http://www.capie.org>

National Coalition for Parent Involvement in Education: <http://www.ncpie.org>

U.S. Department of Education, Partnership for Family Involvement in Education: <http://pfie.ed.gov>

CDE: <http://www.cde.ca.gov>

California Department of Justice, Megan's Law mapping:

<http://www.meganslaw.ca.gov>

(Revised April 21, 2008)

(Revised May 26, 2009)

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, CA

VOLUNTEER ASSISTANCE**I. Volunteer Definition**

A volunteer is a parent, community member or other adult who assists at a school site or program on a regular or semi-regular basis during school hours. Also included in this definition are those who help on a one-time basis transporting or working with children without the direct oversight of staff. Parents who observe or visit their child at school on a regular basis and stay more than 15 minutes each time are considered volunteers. Volunteer screening is required for all volunteers.

Individuals who are at the school to attend or help at a one-time special event involving no unsupervised contact with children are not considered volunteers by this definition and are not required to be screened. Examples include helping at a school fair, assembling registration packets, participating in a campus clean-up day, or attending a career day. Participation in more than three (3) one-time events within a year constitutes an ongoing volunteer. A parent picking up their child from school or randomly observing or visiting their child's school is not considered a volunteer. All volunteers serve at the discretion of the classroom teacher and/or site administrator. Volunteers (including Parent Volunteers) are divided into two categories, student contact volunteers and non-student contact volunteers:

II. Student Contact Volunteers – Tier I Volunteers

These volunteers may assist personnel in the performance of their duties which, in the judgment of the personnel to whom the volunteer is assigned, may be performed by a person not licensed as a classroom teacher. Volunteers in this category are required to be fingerprinted and have a criminal record clearance. Volunteers shall be informed that the district is conducting this records check.

Volunteers in this category require acknowledgement/signoff on the Volunteer Handbook, fingerprinting and a criminal record clearance, and identification as a cleared volunteer (district issued badge). Volunteers in this category include:

1. Coaches, assistant coaches, co-curricular assistants
2. Tutoring or mentoring inside or outside the classroom or another unsupervised school setting
3. Attending or chaperoning overnight school-sponsored trips
4. Transporting students in a private vehicle
5. Student teachers
6. Any other volunteer activity, including that done by parents in child care and development programs, where there is unsupervised contact with children
7. Any other volunteer activity where the funding agency requires such a criminal record clearance

III. Non-Student Contact/Supervised Contact Volunteers – Tier II

These volunteers may work on projects pursuant to Governing Board policy and Administrative Regulation under the direct supervision of CUSD staff. Tier II volunteers are required to sign off on the acknowledgement of the Volunteer Handbook, sign in at the front office, and display site issued identification.

IV. Exclusion of Volunteers

Upon receiving the criminal background information regarding a volunteer, the Superintendent or designee shall not approve a volunteer who has been convicted of a serious crime under Penal Code Sections 245, 273a, 273.5, 290, 667.5 and 1192.7. For any other conviction, the Superintendent or designee may decide to not utilize the volunteer depending upon the nature of the conviction as it relates to the volunteer's duties. A person who is required to register as a sex offender pursuant to Penal Code Section 290 shall not serve as a volunteer.

V. Volunteer Identification

In order to determine at a glance which volunteers may be unsupervised with students, volunteers will be required to wear identification badges, differentiating who does and who does not require direct supervision. The district will issue photo identification badges to Tier I volunteers and the site will issue identification to ongoing Tier II volunteers. The district/site may authorize a charge for replacement badges.

VI. Workers' Compensation

Unsalaries volunteers may be considered employees of the district for workers' compensation insurance purposes. If injured while serving as volunteers in the district, they should file workers' compensation insurance forms provided by the district office.

Nothing in this regulation shall prohibit authorized parents/guardians from visiting their child's classroom or school campus providing that such a visit is in compliance with Board policy, school rules and applicable law.

Administrative Regulation
Approved: 6/08
Revised May 26, 2009

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 26, 2009

TO: Ellen M. Addonizio, President
and Members
Board of Trustees

FROM: Suzette Lovely, Deputy Superintendent, Personnel Services *SL*

**SUBJECT: EMPLOYMENT CONTRACT – INTERIM DEPUTY
SUPERINTENDENT, PERSONNEL SERVICES**

BACKGROUND INFORMATION

At the meeting of May 11, 2009, Trustees considered candidates for the position of Interim Deputy Superintendent, Personnel Services.

CURRENT CONSIDERATIONS

The purpose of this agenda item is to finalize the selection of an Interim Deputy Superintendent and present the terms of the candidate's consultant services and job responsibilities, Exhibit A.

FINANCIAL IMPLICATIONS

Effective May 27, 2009 the Board shall pay the Interim Deputy Superintendent a salary of \$800 per diem, prorated hourly. Total compensation shall not exceed \$14,000 per month without prior approval, Exhibit B.

STAFF RECOMMENDATION

President Addonizio will present this item for Board discussion and approval per Government Code §53262(a). Copies of the Interim Deputy Superintendent, Personnel Services employment contract shall be available to the public upon request, Exhibit A.

DISCUSSION/
ACTION

AGREEMENT FOR CONSULTANT SERVICES

This AGREEMENT is made and entered into this 26 day of May, 2009, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," and STEP, A California Partnership, LLC, hereinafter referred to as "CONSULTANT."

WHEREAS, DISTRICT desires to obtain personnel management services during its search for a successor Deputy or Assistant Superintendent, Human Resources; and

WHEREAS, CONSULTANT possesses the required experience, qualifications, licenses and/or certifications necessary to provide such consultant services as will meet DISTRICT's short-term personnel management needs in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. CONSULTANT's services shall consist of those services performed by CONSULTANT, CONSULTANT's employees and CONSULTANT's consultants as enumerated in this AGREEMENT and the Position Description attached hereto as Exhibit "A" and incorporated herein by this reference. Any discrepancies or inconsistencies between this AGREEMENT and Exhibit "A" shall be interpreted and governed by the terms and conditions of this AGREEMENT.

2. All work product prepared by CONSULTANT pursuant to this AGREEMENT shall be submitted directly to the DISTRICT and the DISTRICT's Authorized Representative.

3. The term of this AGREEMENT shall commence on May 27, 2009 and end on October 31, 2009, unless extended by mutual written agreement of the parties or terminated earlier as set forth herein.

4. CONSULTANT's services shall be performed in a manner that is consistent with professional skill and care and the orderly progress of the work. CONSULTANT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT.

5. CONSULTANT shall comply with any and all laws, regulations, rules, ordinances, and DISTRICT Board Policies and Administrative Regulations applicable to the work and services provided by CONSULTANT for the DISTRICT.

COMPENSATION TO CONSULTANT

6. The DISTRICT shall compensate CONSULTANT for services rendered pursuant to Exhibit "B" hereto, which is incorporated in its entirety herein by this reference.

TERMINATION

7. This AGREEMENT may be terminated by either party upon fourteen (14) days' written notice to the other party in the event of a substantial failure of performance by such other party, including incapacity or insolvency of CONSULTANT. In the event termination is for a substantial failure of performance by CONSULTANT, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to CONSULTANT.

8. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with paragraph 9 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

9. This AGREEMENT may be terminated without cause by DISTRICT upon ten (10) days' written notice to CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up to and including the date of notice of termination. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT.

INDEMNITY & HOLD HARMLESS

10. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

a. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's consultant employees arising out of CONSULTANT's work under this AGREEMENT; and

b. Any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the services to be provided under this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

c. Any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services to be provided under this AGREEMENT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT.

11. CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any claim or liability arising out of, or in any way connected with the services to be provided under this AGREEMENT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

INSURANCE REQUIREMENTS

12. The CONSULTANT shall maintain and shall cause each subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Amounts of Insurance:

Commercial General Liability,	\$1,000,000 per occurrence
Auto Liability for owned and non-owned vehicles	\$2,000,000 aggregate

The Consultant shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the District as an additional insured.

MISCELLANEOUS PROVISIONS

13. Any and all records, reports, correspondence, files, memoranda, spreadsheets, electronic data, software, notes and other documents or materials prepared by CONSULTANT or CONSULTANT's agents in connection with the services to be provided under this AGREEMENT

shall be and remain the property of the DISTRICT. CONSULTANT shall return all originals and copies in its possession of such materials to DISTRICT no later than five (5) days after the termination of this AGREEMENT for any reason.

14. DISTRICT owns all rights, title and interest in all work product provided or created by CONSULTANT under this AGREEMENT unless previously copyrighted by CONSULTANT. All work product created in or as a result of the provision of services hereunder shall be deemed “works made for hire.”

15. All proprietary, confidential and business information of DISTRICT, its employees, students, parents, or other third parties including, but not limited to, information in tangible form marked with “Proprietary,” “Confidential” or similar markings, specifications, processes, procedures, written documents, source code, capabilities, current or prospective services or contracts, personnel files, student records, and financial data (“Confidential Information”) shall be protected by CONSULTANT from disclosure to third parties. Any and all Confidential Information shall be protected in the same manner and to the same degree that CONSULTANT protects its own proprietary information, but at a minimum will not: (1) disclose such Confidential Information to any person who is not a Trustee, officer or employee of DISTRICT or has not been authorized by DISTRICT in writing to be given same; (2) directly or indirectly use such Confidential Information for CONSULTANT’s benefit or for that of any other business; and (3) will do all things reasonably required or requested by DISTRICT and/or DISTRICT’s authorized agents for the protection of such Confidential Information. CONSULTANT may use or disclose Confidential Information that is or becomes publicly available, is already lawfully in CONSULTANT’s possession, is independently developed by CONSULTANT, is lawfully obtained from third parties or the disclosing party has granted prior and specific written consent to the CONSULTANT indicating the Confidential Information may be disclosed to a third party. CONSULTANT understands and expressly acknowledges the duty to maintain confidentiality of personnel records and student data under federal and state law. The provisions of this clause shall survive the termination of this AGREEMENT.

16. CONSULTANT warrants that: (1) any and all representations made in resumes and other written or oral presentations to DISTRICT relating to Consultant’s education, training, skills, work experience and similar matters are true and accurate; (2) all services hereunder will be performed by CONSULTANT utilizing the standards of care normally and customarily exercised by a professional performing comparable services under similar conditions; (3) CONSULTANT has all requisite right and authority to enter into this AGREEMENT with DISTRICT and that by doing so CONSULTANT will not create any conflict of interest of any type, and should such conflict of interest later arise, shall provide DISTRICT with immediate notice of any such conflict of interest; (4) CONSULTANT has no knowledge of any contractual obligations or claims that would adversely affect CONSULTANT’s ability to perform services under this AGREEMENT; (5) the services to be provided hereunder do not violate any patent, copyright or other proprietary right of any third party; and (6) CONSULTANT has the legal right to assign to DISTRICT any of CONSULTANT’s interest in the work product resulting from the performance of services as set forth in this AGREEMENT.

17. Records of CONSULTANT's direct personnel and reimbursable expenses pertaining to any services provided under this AGREEMENT, and records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT=s Authorized Representative at mutually convenient times.

18. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

19. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

20. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

21. This AGREEMENT shall be governed by the laws of the State of California.

22. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and CONSULTANT.

This AGREEMENT entered into as of the day and year first written above.

DISTRICT
Capistrano Unified School District

CONSULTANT

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

DEPUTY SUPERINTENDENT, PERSONNEL SERVICES

DEFINITION

Under direction of the Superintendent, plan, organize, and direct a comprehensive personnel program, including recruitment, selection, classification, wage and salary administration, employee/employer relations, and administration of insurance and risk management programs.

EXAMPLES OF DUTIES

- Plan, direct, and control the management of the human resource functions for certificated and classified employees throughout the district.
- Participate in negotiations for all bargaining units.
- Support Superintendent in monitoring/evaluating District major goals and objectives.
- Coordinate the functions of the Human Resources Division with other departments to support the central office implementation of a professional learning community.
- Administer all employment procedures and policies to conform with the labor law, federal and state statutes, the California Education Code, and Board Policy.
- Plan and direct the development and maintenance of a performance evaluation system for employees.
- Oversee the district's recruitment, selection, wage, salary, and classification efforts.
- Collaborate the expansion of staff diversity district wide by implementing affirmative action standards and other HR related objectives.
- Provide specialized assistance in the handling of employee issues pertaining to grievances, legal matters, conflict resolution, and discipline.
- Interpret all Board Policies and Administrative Regulations relating to personnel and advise, counsel, direct, and assist, as necessary, in their implementation.
- Represent District at various local and state compliance agency hearings and/or appeals.
- Monitor and coordinate District related litigation.
- Develop departmental budget.
- Oversee the Health Benefits and Risk Management programs.
- Manage the substitute teacher, student teacher and intern programs.
- Monitor and coordinate District related litigation.
- Make recommendations to enhance the efficiency of employee work flow.
- Represent District at various community meetings.
- Provide appropriate staff development in personnel administration, contract management, recruitment, employee discipline, leadership development, legal and compliance issues, and other related areas.

DEPUTY SUPERINTENDENT, PERSONNEL SERVICES

Page 2

QUALIFICATIONS

Knowledge of:

Principles, practices, and trends of personnel management in a public school setting; effective counseling, mediation and human relation strategies; educational and operational functions of a large school district; principles, practices, and trends of personnel administration; federal, state, and Education Code provisions; all policies and laws which impact employee documentation, discipline, or dismissal; collective bargaining and contract management approaches; risk management principles; and organizational theory.

Ability to:

Understand and assist in the direction of the services of a large public entity; represent the District in contract negotiations; interpret and apply rules and regulations under state and federal mandates; assess and facilitate staff development for school and district leaders; work collaboratively with multiple intergovernmental agencies and stakeholder groups; assemble and analyze data and make appropriate recommendations for improvement; communicate effectively, orally and in writing; problem solve and make sound decisions; monitor and/or develop mechanisms to improve organizational efficiency; comply with the District's customer service standards, as outlined in Board Policy.

Education:

Graduation from an accredited college or university with a Master's degree in school administration, business administration, personnel law, pupil services, or a closely related field. Doctorate is desirable.

Experience:

Minimum of five years of successful experience in school administration or a supervisory field, preferably as a site principal. Background which demonstrates progressively responsible leadership equivalent to 10 years in the public sector, service organization, or educationally related field.

Revised: 2/05; 8/06

Capistrano Unified School District
Compensation and Payment Schedule


The Consultant shall be compensated at the rate of \$800 per day (8-12 hour days) – prorated hourly. Compensation shall include time working in the district and the Consultant may be compensated for work outside the district while conducting business on behalf of the district (i.e. writing reports, communicating via telephone or e-mails). Total Compensation shall not exceed \$14,000 monthly.

The Consultant shall submit an itemized invoice indicating hours worked and expenses incurred to the District on the 1st day of each month and payment shall be provided to the consultant by the 1st day of the following month.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 26, 2009

TO: Ellen Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Suzette Lovely, Deputy Superintendent, Personnel Services 

SUBJECT: **REINSTATEMENT OF PROGRAMS/SERVICES:
MANAGEMENT PERSONNEL**

BACKGROUND INFORMATION

On March 9, 2009, the Board of Trustees adopted Resolution Number 0809-52, to authorize the layoff of certificated management. This resolution was prepared in order to create maximum flexibility in the budget development process for Fiscal Year 2009/10. With the adoption of this resolution, 62.7 certificated management FTE were eliminated across the district.

CURRENT CONSIDERATIONS

In order to maintain a minimum level of service to our schools and communities, some programs/services need to be restored, Exhibit A. None of the programs recommended for reinstatement in this agenda item were included in the budget reductions adopted by the Board of Trustees in April. Bringing back some certificated management positions now will ensure that basic operational functions continue until such time that final budget decisions are made. All positions recommended for reinstatement have been included in the 2009/10 budget.

FINANCIAL IMPLICATIONS

The estimated cost of the 15 FTE is \$2.3 million. All these certificated management positions have been budgeted in the 2009/10 budget.

STAFF RECOMMENDATION

It is respectfully requested that Board President Ellen Addonizio recognize Suzette Lovely, Deputy Superintendent, Personnel Services, who will introduce this item and be available for Trustee questions. Following the discussion, it is recommended the Board of Trustees reinstate these programs/services and authorize the rescission of layoff notices, Exhibit A.

DISCUSSION/
ACTION

Positions Recommended for Reinstatement

Particular Kind of Service or Program Certificated Management Positions	Number of Full Time Equivalents
<i>Certificated Management Services</i>	
Assistant Superintendent, Special Education	1 FTE
Chief Communications Officer	1 FTE
Executive Director II, Elementary Support	1 FTE
Executive Director II, Risk Management & Compliance	1 FTE
Executive Director I, Safety & Student Services	1 FTE
Executive Director I, Personnel Services	1 FTE
Director VI, Educational Technology	1 FTE
High School Activities Directors	6 FTE
Principal, Adult & Community Education	1 FTE
Community Education Assistant Principal	1 FTE
TOTAL FULL TIME EQUIVALENTS	15.0 FTE