

SPECIAL MEETING

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES**

33122 Valle Road
San Juan Capistrano, CA 92675

September 28, 2010

6:00 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 _____

ROLL CALL:

Present

Absent

Anna Bryson, President

Ken Lopez-Maddox, Vice President

Jack Brick, Clerk

Ellen M. Addonizio, Member

Larry Christensen, Member

Sue Palazzo, Member

Mike Winsten, Member

Larson Ishii

CLOSED SESSION COMMENTS

CLOSED SESSION

5:30 p.m.

REPORT ON CLOSED SESSION ACTION

BOARD AND SUPERINTENDENT COMMENTS

PUBLIC COMMENTS TO AGENDA ITEMS ONLY

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. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered by the Board to be routine and will be enacted by the Board in one motion in the form listed below. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar. The Superintendent and staff recommend approval of all Consent Calendar items.

GENERAL FUNCTIONS

PAGE #

1. SCHOOL BOARD MINUTES: Approval, minutes of the September 14, 2010, Regular Board Meeting.
(Supporting Information)
Contact: Jane Boos, Manager, Board Office Operations 1

BUSINESS & SUPPORT SERVICES

2. AWARD REQUEST FOR QUALIFICATIONS AND PROPOSALS: Approval, Award of Request for Qualification/Proposals No. 2-1011, Construction Manager/District's Representative - Edenco, Inc.
(Supporting Information)
Contact: Joe Farley, Superintendent 9
3. SAN DIEGO GAS & ELECTRIC AGREEMENT (LA PATA STREET LIGHTING): Approval, Execution of Agreement for Extension and Construction of Overhead/Underground Electric and Gas Facilities - San Diego Gas & Electric (La Pata Street Lighting).
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services 13
4. SAN JUAN HILLS HIGH SCHOOL BID REJECTION: Approval, rejection of Bid No. 0910-13, San Juan Hills High School 30-meter Pool/Support Building.
(Supporting Information: This information describes the reason for this action and the plans for rebidding the Pool/Support Building project)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services 31

PERSONNEL SERVICES

5. INTERNSHIP CONTRACT AGREEMENT: Approval, Internship Contract Agreement with Chapman College to extend the field-based support of developing teachers.
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel 45

Motion by _____	Seconded by _____
ROLL CALL:	
Student Advisor Larson Ishii _____	
Trustee Addonizio _____	Trustee Palazzo _____
Trustee Brick _____	Trustee Lopez-Maddox _____
Trustee Christensen _____	Trustee Winsten _____
	Trustee Bryson _____

NOTE: BY USING A ROLL CALL VOTE FOR THE CONSENT CALENDAR, IT WILL MEET THE NEED FOR ACTION ITEMS WHICH REQUIRE A SIMPLE MOTION OR ROLL CALL VOTE.

IV. DISCUSSION/ACTION

6. **CUSD/CSEA SETTLEMENT AGREEMENT:** Consideration and Approval, CUSD/CSEA 2010-2012 settlement agreement.
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

DISCUSSION/
ACTION
Vote _____
Page 53

Motion by _____ Seconded by _____

V. ADJOURNMENT

THE NEXT REGULAR MEETING OF THE GOVERNING BOARD WILL BE HELD ON TUESDAY, OCTOBER 12, 2010, 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

VI. CLOSED SESSION

7. Closed Session (as authorized by law)
- A. **LIABILITY CLAIM**
Claimant: Claim No. 08-63474DP
(Pursuant to Government Code §54956.9{a})
 - B. **PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**
 - 1) Executive Director, Facilities & Plant Operations
(Pursuant to Government Code §54957)
 - C. **CONFERENCE WITH LABOR NEGOTIATORS**
Dr. Joseph M. Farley/Jodee Brentlinger/Ron Lebs
Employee Organization:
 - 1) Capistrano Unified Education Association (CUEA)
(Pursuant to Government Code §54957.6)

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
SEPTEMBER 14, 2010
EDUCATION CENTER – BOARD ROOM

President Bryson called the meeting to order at 5:30 p.m. The Board recessed to closed session to: confer with Legal Counsel regarding Existing Litigation (three cases); confer with Legal Counsel regarding Anticipated Litigation (one case); discuss CSEA/CUEA negotiations; discuss Public Employee Discipline/Dismissal/Release; and discuss Public Employee Appointment/Employment.

The regular meeting of the Board reconvened to open session and was called to order by President Bryson at 7:00 p.m.

The Pledge of Allegiance was led by Trustee Winsten.

Present: Trustees Addonizio, Brick, Bryson, Christensen, Lopez-Maddox, Palazzo, Winsten, and Student Advisor Larson Ishii

A CD of the Board meeting discussion related to each of the items on the public agenda is on file in the Superintendent's Office as a matter of the permanent record. An audio recording of the meeting is available on the District website: www.capousd.org **Permanent Record**

It was moved by Trustee Lopez-Maddox, seconded by Trustee Brick, and carried by a 7-0 vote to adopt the Board agenda. **Adoption of the Board Agenda**

President Bryson reported the following action taken during closed session: **President's Report From Closed Session Meeting**

Agenda Item #39 A-1 – Conference with Legal Counsel – Existing Litigation: Whispering Hills LLC v. Capistrano Unified School District. No action was taken.

Agenda Item #39 A-2 - Conference with Legal Counsel – Existing Litigation: City of Mission Viejo v. CUSD and City of Rancho Santa Margarita v. CUSD.

The Board voted by a 7-0 vote to approve settlement of the litigation entitled City of Mission Viejo v. Capistrano Unified School District, which was previously consolidated with the litigation entitled City of Rancho Santa Margarita v. Capistrano Unified School District.

AYES: Trustees Addonizio, Brick, Bryson, Christensen, Lopez-Maddox, Palazzo, and Winsten
NOES: None

Agenda Item #39 B3 – Conference with Legal Counsel – Anticipated Litigation: No action was taken.

Agenda Item 39 C – CSEA/CUEA Negotiations: No action was taken.

President Bryson introduced and welcomed Student Advisor Larson Ishii.

Introduction

Lexi Pettit received special recognition and a District resolution for advocating for Scleroderma Research.

Special Recognition

Superintendent Farley commented that he had three things to share that the District could be proud of: 1) school opened with 51,738 students; 2) the districtwide API score average is 862 and 3) RH Dana Elementary School has been designated as a National Blue Ribbon School.

**Board and
Superintendent
Comments**

President Bryson reported that she visited R.H. Dana Elementary School, on behalf of the Board, and was very impressed with the leadership of Principal Portillo and the school.

As specified in Board Bylaw 9323 for Oral Communications, each speaker was allowed three (3) minutes to speak.

**Oral
Communications**

The following people addressed the Board:

- *Paul Baker shared his positive experiences as a student in the Adult Transition Program and stated that the program has prepared him for independent living.*
- *Julie Redmond stated that she was prompted to address the Board to spotlight a former Tesoro student after hearing about local businesses selling merchandise with high school logos. Mrs. Redmond shared that Jim Paulos helped protect Tesoro's trademark from being used without permission, created a methodology for all Tesoro events thus eliminating the need for event planners, brought parent organizations together to work toward the same goals, found ways to save the school money, and his only motivation has been to give back to the school, District, and community for the quality education he received.*
- *Lauren Bitton requested the Board take into consideration Jewish holidays when preparing future school calendars.*

Dr. Farley apologized to Mrs. Bitton and stated the District will do everything it can in the future to plan around important holidays.

President Bryson asked Trustees for items they wished to pull from the Consent Calendar. Trustee Christensen pulled Item #15.

**Items Pulled from
the Consent
Calendar**

CONSENT CALENDAR

It was moved by Trustee Lopez-Maddox, seconded by Trustee Brick, and motion carried unanimously to approve the following Consent Calendar items:

Minutes of the August 10, 2010, Regular Board meeting and the August 24, 2010, Special Board meeting.

**Minutes
Agenda Item 1**

Resolution No. 1011-29, Support of H.R. 2408, The Scleroderma Research and Awareness Act.

**Scleroderma
Research
Agenda Item 2**

Nonpublic school and agency contracts.

**Special Education
Agenda Item 3**

Readmission of students from expulsion: Case #2010-007, 2010-22, 2010-64, 2010-067, 2010-110, and 2010-152.

**Expulsion
Readmissions
Agenda Item 4**

Instructional materials recommended for adoption—IB Psychology.

**Instructional
Materials
Agenda Item 5**

Instructional materials recommended for adoption—Reading Intervention.	Instructional Materials Agenda Item 6
Instructional materials recommended for adoption—AP French.	Instructional Materials Agenda Item 7
Instructional materials recommended for adoption—AP Chinese, high school. This item was pulled from the agenda on 9/10/10.	Instructional Materials Agenda Item 8
Revised school start and dismissal times for the 2010-11 school year.	School Start/Dismissal Times Agenda Item 8A
Purchase Orders/Warrants/Consulting Agreements as listed.	Purchase Orders/ Warrants/ Consulting Agreements Agenda Item 9
Donations of funds and equipment.	Donations Agenda Item 10
Resolution No. 1011-16, 2009-10 fiscal year end increase/decrease of appropriation.	Transfer of Funds Agenda Item 11
Resolution No. 1011-17, establishing Gann Limit for 2010-2011.	Gann Limit Agenda Item 12
Resolution No. 1011-18, authorizing transfers to the insurance funds and an interfund loan from the General Fund (Fund 01) to the Health & Welfare Benefits Fund (Fund 69).	Insurance Funds Transfers Agenda Item 13
Resolution No. 1011-19, authorizing Industrial Relations Labor Compliance Program.	Industrial Relations Labor Compliance Program Agenda Item 14
Authorization to sell obsolete and unusable miscellaneous District materials.	Obsolete Materials Agenda Item 16
Extension of agreement for vehicle maintenance and driver training services for Anneliese's School.	Training Services Agenda Item 17
Agreement for vehicle maintenance and driver training services for JSerra Catholic High School.	Training Services Agenda Item 18
Advertise for Request for Proposal (RFP) No. 3-1011, Uniform Services.	Uniform Services Agenda Item 19
Advertise for Request for Qualifications (RFQ) No. 4-1011, DSA approved Inspector of Record (IOR).	Inspector of Record Agenda Item 20

Advertise for Request for Qualifications (RFQ) No. 5-1011, Special Inspections and Materials Testing Services.

**Special Inspections
and Materials
Testing Services
Agenda Item 21**

Execution of software license agreement and maintenance and support services agreement for school construction project accounting, Coli Technologies, Inc.

**School
Construction
Project Accounting
Agenda Item 22**

Authorization to utilize the County of Orange Master Agreement No. MA-017-10011795, Office Supplies, Staples Advantage.

**Office Supplies
Agenda Item 23**

Authorization to utilize Bid No. 7-09-70-02, Janitorial Supplies, Western States Contracting Alliance (WSCA), Waxie Enterprises, Inc.

**Janitorial Supplies
Agenda Item 24**

Preliminary project scope and preliminary project estimate, and authorize engagement of architect services.

**Newhart Multi-
Purpose Room/
Library Expansion
Agenda Item 25**

Resignations, retirements, and employment of classified personnel.

**Resignations/
Retirements/
Employment
(Classified
Personnel)
Agenda Item 26**

Resignations, retirements, and employment of certificated personnel.

**Resignations/
Retirements/
Employment
(Certificated
Personnel)
Agenda Item 27**

Fourth quarter teacher assignment monitoring summary requirement by the Williams Settlement Legislation for the 2009-2010 school year.

**Teacher
Monitoring
Agenda Item 28**

ROLL CALL: AYES: Trustees Addonizio, Brick, Bryson, Christensen, Lopez-Maddox, Palazzo, Winsten, and Student Advisor Ishii.
NOES: None
ABSENT: None
ABSTAIN: None

President Bryson recognized Trustee Christensen who asked staff how much space is still available to rent in the District office. Cary Brockman, Director of Facilities Planning, responded that the District is legally allowed to rent 1/3 of the building space and that there is approximately 20,000 square feet available to be rented in Building B.

**Letter of Intent
Agenda Item 15**

It was moved by Trustee Christensen, seconded by Trustee Lopez-Maddox, and carried unanimously to approve the Letter of Intent to lease additional vacant space in Building C of the District office.

DISCUSSION/ACTION

President Bryson recognized Deputy Superintendent Ron Lebs who, along with Kristofer Pitman, Executive Director, Fiscal Services, presented a PowerPoint overview and summary budget for the District's ten CFDs. Mr. Lebs explained that changes to CFD budgets may be made at any time should the Board authorize new or changes to current construction initiatives. (The PowerPoint is available for review on the website, www.capousd.org.)

**Community
Facilities Districts
Agenda Item 29**

Trustee Winsten directed staff to research if CFD funds used to pay Certificates of Participation (COP) could be designated as loans and paid back to the CFDs. Trustee Winsten also requested that staff prepare an annual report on the status of the CFDs and present it to the Board at the beginning of each school year.

Following discussion, it was moved by Trustee Addonizio, seconded by Trustee Lopez-Maddox, and motion carried by a 5-2 vote to approve the adoption of the 2010-2011 Fiscal Year Budgets for Community Facilities District Nos. 87-1, 88-1, 90-1, 90-2, 90-2 IA, 92-1, 94-1, 98-1A, 98-2, and 2004-1.

AYES: Trustees Addonizio, Brick, Bryson, Lopez-Maddox, Palazzo and
Student Advisor Ishii
NOES: Trustees Christensen and Winsten

President Bryson recognized Deputy Superintendent Ron Lebs who, along with Kristofer Pitman, Executive Director, Fiscal Services, presented this item seeking approval to re-appropriate carryover funds and to approve the District's 2009-10 preliminary revenue and expenditure. Mr. Lebs explained that the one-page handout given to Trustees summarizes all the information found in the 178 page Exhibit B attached to this item. Mr. Pitman then provided a PowerPoint presentation. (Both the handout and PowerPoint are available for review on the website, www.capousd.org.)

**Preliminary
Financial
Statements
Agenda Item 30**

It was moved by Trustee Lopez-Maddox, seconded by Trustee Brick, and carried unanimously to approve the Preliminary Financial Statements for the 2009-10 Fiscal Year and Resolution No. 1011-15, Reappropriation of Carryover Funds.

ROLL CALL AYES: Trustees Addonizio, Brick, Bryson, Christensen, Lopez-Maddox, Palazzo, Winsten, and Student Advisor Ishii
NOES: None
ABSENT: None
ABSTAIN: None

President Bryson recognized Superintendent Farley who stated that this was a day for celebration with the Community Roots Academy. Dr. Farley commented that staff members had worked for months with representatives from the Community Roots Academy to develop a proposal for the Community Roots Academy Charter School.

**Community Roots
Academy Charter
School
Agenda Item 31**

The following people addressed the Board:

- *Co-founders Eve Fein and Jeremy Cavallaro thanked the Board, Dr. Farley, staff, community mentors, and advisors for their support.*

It was moved by Trustee Addonizio, seconded by Trustee Lopez-Maddox, and carried unanimously to approve the Community Roots Academy's request for approval of their charter petition for a three-year period.

President Bryson recognized Superintendent Farley who stated that this item was placed on the agenda for discussion at the request of Trustees. Dr. Farley explained that the membership fee paid for the 2010-11 fiscal year was \$16,972. Trustee Lopez-Maddox shared Trustees' concerns over CSBA mismanagement issues that were recently publicized.

**California School
Boards Association
Agenda Item 32**

Following discussion, it was moved by Trustee Lopez-Maddox, seconded by Trustee Brick, and carried unanimously to approve staff to send a letter to the California School Boards Association (CSBA) requesting a prorated reimbursement of the 2010-11 membership fee and informing CSBA that the District will not be renewing membership for 2011-12.

President Bryson recognized Superintendent Farley who stated that during closed session Trustees discussed the bid for the pool with staff and legal counsel and that it was recommended Trustees further review the options presented and continue this item to a subsequent meeting. Dr. Farley stressed that Trustees and staff are dedicated and committed to proceeding with the project; however, issues raised during closed session need consideration.

**San Juan Hills
High School
Agenda Item 33**

The following people addressed the Board:

- *John Novak, Margie Tinsley, Parker Tinsley, and Joshua Hunter all expressed their disappointment in Dr. Farley's recommendation to continue this item and voiced their support of awarding the contract to the lowest bidder.*

Following discussion, it was moved by Trustee Winsten, seconded by Trustee Lopez-Maddox, and carried unanimously to approve continuation of this item to the next Board meeting.

President Bryson recognized Assistant Superintendent Julie Hatchel to present for second reading the proposed revisions to Board Policy 6146.1, *High School Graduation Requirements*. Mrs. Hatchel stated that the intent of the revisions to this item was to allow the opportunity for the students with highly impacted academic schedules to take courses at Saddleback College that are required for graduation from CUSD.

**Board Policy
Revision
Agenda Item 34**

The following person addressed the Board:

- *Angie Narel shared her difficult experience with the process to obtain District approval for her son to take summer classes at Saddleback College and she fears that the current revisions to this policy won't help eliminate the problem for other students.*

Trustee Addonizio offered suggestions for the elimination of several proposed revisions to make it more student friendly. Trustee Palazzo requested that staff provide information to Trustees on the number of students who attended classes at Saddleback College during the summer and last school year.

Following discussion, it was moved by Trustee Lopez-Maddox, seconded by Trustee Christensen, and carried unanimously to approve staff to continue making revisions to Board Policy 6146.1, *High School Graduation Requirements* with the assistance of select Trustees (Addonizio/Palazzo) and to bring this item back to the October 12, 2010, Board meeting.

President Bryson recognized Assistant Superintendent Jodee Brentlinger to review the proposed revisions to Board Policy 4313, *Management/Supervisory and Confidential Service Days*. Mrs. Brentlinger stated that this item seeks Trustee consideration to revise the management policy concerning management/supervisory and confidential service days to align with the new current practice. This item will be brought back for a second reading at the October 12, 2010, Board meeting.

**Board Policy
Revision
Agenda Item 35**

President Bryson recognized Assistant Superintendent Julie Hatchel to review the proposed revisions to Board Policy 6161.2, *Damaged or Lost Instructional Materials*. Mrs. Hatchel explained that the consequence of withholding student grades is no longer a helpful practice, since grades are available online. Therefore, a revision to the current policy is warranted to reflect the changing times. This item will be brought back for a second reading at the October 12, 2010, Board meeting.

**Board Policy
Revision
Agenda Item 36**

President Bryson recognized Deputy Superintendent Ron Lebs who, along with John Forney, Director, Construction, provided updates of the progress of the Division of State Architect project listing, work schedule, and priorities. Mr. Forney shared that 26 projects to-date have been closed.

**Division of State
Architect (DSA)
Agenda Item 37**

President Bryson recognized Deputy Superintendent Ron Lebs who, along with John Forney, Director, Construction, provided a review of the completed summer project lists. Mr. Forney stated that there were 150 facility improvements over the summer.

**Summer Projects
Agenda Item 38**

The Board recessed at 9:00 p.m. to continue discussion on the remaining closed session items.

The Board reconvened to open session at 9:12 p.m. President Bryson reported the following action taken during closed session:

**President's Report
of Action Taken in
Closed Session**

Agenda Item 39 D – Public Employee Discipline/Dismissal/Release: No action was taken.

Agenda Item 39 E – Public Employee Appointment/Employment— Administrative Assignment:

The Board voted by a 7-0 vote to approve the appointment of Larry Vernaza, Supervisor, Custodial Services.

AYES: Trustees Addonizio, Brick, Bryson, Christensen,
Lopez-Maddox, Palazzo, and Winsten
NOES: None

The meeting adjourned at 9:13 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

September 28, 2010

TO: Joseph M. Farley, Superintendent

FROM: Ron Lebs, Deputy Superintendent, Business & Support Services

SUBJECT: **AWARD OF REQUEST FOR QUALIFICATIONS AND PROPOSALS
NO. 2-1011, CONSTRUCTION MANAGER/DISTRICT'S
REPRESENTATIVE – EDENCO, INC.**

BACKGROUND INFORMATION

At the August 3, 2010, Board meeting, the Trustees authorized advertising RFQ&P No. 2-1011, Construction Manager/District's Representative. The RFQ&P was designed and the scope of work and rating system were developed to meet the specific requirements of the District. Documents were distributed to 125 firms. The District received 20 proposals. These proposals are available for review in the Purchasing Department.

The 20 proposals were screened for adherence to the submittal requirements. The submittal requirements included the following seven items that were to be addressed in the firm's proposal:

1. Qualifications of Consultant
2. Relationship with Outside Governmental Agencies
3. References
4. Indemnification
5. Insurance
6. Time for Performance
7. Fees

The firms were also to submit five required forms and certifications. After review of all proposals, 13 firms were recommended for further evaluation.

The Evaluation Committee was comprised of:

- Ron Lebs, Deputy Superintendent, Business & Support Services
- Dr. Susan Holliday, Executive Director, Technology & Information Services
- John Forney, Director, Maintenance, Operations & Construction
- Al Becerra, Manager, Maintenance & Operations
- Karla Dallatorre, Account Clerk III

Approval: Award of RFQ&P No. 2-1011, Construction Manager/District's Representative - Edenco, Inc.

September 28, 2010

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The Evaluation Committee reviewed the 13 proposals and ranked them according to criteria established in the RFQ&P. The firms were evaluated on the following:

1. Experience with similar school construction projects of comparable scope and complexity
2. Satisfactory references from school districts for projects of similar size and type
3. Qualifications and experience of key personnel
4. Demonstrated ability to perform value engineering and constructability reviews for projects of similar size and type
5. Experience with outside governmental agencies
6. Fees

Dr. Farley also reviewed the proposals independently and brought forth his recommendations. Four firms were selected and interviews were held on September 21, 2010.

The interview panel, comprised of Dr. Farley, Mr. Lebs, and Mr. Forney, heard presentations from the four firms and held a question and answer period to further evaluate the experience and abilities of the firms to provide construction management services for the District.

The selected firm will be required to execute the Agreement for Construction Management Services approved by the Board on August 3, 2010. This agreement consists of an initial one-year term with two additional annual renewals at the option of the Board of Trustees.

CURRENT CONSIDERATIONS

This agenda item seeks the award of RFQ&P No. 2-1011 to Edenco, Inc. The firm provided sufficient evidence of its capability to perform the expected scope of services. The firm was chosen based upon its successful experience in similar school construction projects, references from previous clients, and performance at the interview.

FINANCIAL IMPLICATIONS

Edenco, Inc. fees are \$155 per hour and will be paid from the appropriate facility funding sources associated with the specific projects that Edenco, Inc. manages. For the San Juan Hills High School Aquatics Center, the funding source will be CFD 98-2 Ladera Ranch. For the Capistrano Valley High School Theatre, the funding source will be CFD 87-1 Aliso Viejo/Mission Viejo.

STAFF RECOMMENDATION

It is recommended the Board of Trustees award RFQ&P No. 2-1011 to Edenco, Inc. The initial contract term will be for one year or the duration of the projects Edenco, Inc. is hired to manage. The District may choose to engage the services of Edenco, Inc. for additional Construction Manager/District's Representative services for two additional one-year renewal periods at the discretion of the Board of Trustees.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

September 28, 2010

TO: Joseph M. Farley, Superintendent

FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services

SUBJECT: **EXECUTION OF AGREEMENT FOR EXTENSION AND
CONSTRUCTION OF OVERHEAD/UNDERGROUND ELECTRIC AND
GAS FACILITIES – SAN DIEGO GAS AND ELECTRIC (LA PATA
STREET LIGHTING)**

BACKGROUND INFORMATION

Included within the original construction scope of work for San Juan Hills High School, certain offsite traffic mitigation measures were necessary, based on traffic that would be generated by the new school. The offsite improvements to La Pata Road included:

- Widening of La Pata Road between Ortega Highway and Vista Montana
- Striping and signalization of the La Pata Road and Vista Montana intersection
- Construction of a secondary school right turn only entrance road
- Street lights along La Pata Road

The bid for these improvements was awarded to Palomar Grading on April 2, 2007. During the road construction, the street light scope of work was taken out of the bid as a cost savings measure. It was believed that a reduced scope of work could be implemented. The reduced scope is not possible, as the County of Orange is requiring the street lights to be installed along La Pata Road from Ortega Highway to Vista Montana, as per the original contract agreement.

Installation of permanent street lights along La Pata Road is part of the offsite improvements required by the city/county and is included in the project's encroachment permit. The encroachment permit cannot be signed off without completion of the required improvements. This type of offsite improvement is very typical with school construction projects and is required by local agencies. The State Allocation Board provides funding for these improvements over and above the base construction grant when funding school construction projects. CUSD has received funding for the offsite improvements.

After consideration of several options, staff recommends having San Diego Gas and Electric (SDG&E) complete the work at a cost of \$324,349 as opposed to soliciting bids for the project. Having SDG&E perform the work will expedite construction and avoid District liability for issues such as traffic control. Staff contacted SDG&E requesting a proposal to complete the utility work.

Agreement for Extension and Construction of Overhead/Underground Electric and Gas Facilities - SDG&E (La Pata Street Lighting)

September 28, 2010

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CURRENT CONSIDERATIONS

This agenda item seeks approval to execute the agreement with SDG&E to complete the road and utility work required by the County of Orange (Exhibit A). A copy of SDG&E's proposal is provided for review (Exhibit B).

FINANCIAL IMPLICATIONS

Fiscal Impact:	\$324,349
Funding Source:	CFD 98-2 Ladera Ranch

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the execution of the Agreement for Extension and Construction of Overhead/Underground Electric and Gas Facilities with SDG&E to complete the utility work required by the County of Orange along La Pata Avenue.



ORIGINAL

Submitted to Applicant by:
Phil Sheridan
SDG&E Work Order(s): 2920000

AGREEMENT FOR EXTENSION AND CONSTRUCTION
OF OVERHEAD/UNDERGROUND ELECTRIC AND GAS FACILITIES

PARTIES

This Agreement, dated _____ ("Agreement"), is made and entered into, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation, hereinafter called "Utility," and _____, whose legal name for purposes of this Agreement is as stated on page 5 of this Agreement, hereinafter called "Applicant".

RECITALS

Whereas, Applicant requests Utility to furnish underground electric service and extension to the development of land known as La Pata Street Lights CSD located at La Pata Ave. San Juan Capistrano.

AGREEMENT

Therefore, in consideration of the mutual promises herein, the parties agree as follows:

1. **GENERAL.** In accordance with California Public Utilities Commission approved Rules 15 and 16, the allocation of work on work order(s), the General Conditions for Underground Electric Distribution, Service Systems Construction and Gas Trench ("Utility's General Conditions and Specifications") and the cost information summarized in Appendix A – Cost Summary all of which are attached hereto and by this reference incorporated herein, Utility and/or Applicant shall construct an overhead/underground electric extension and service.
2. **CONTRACT EXPIRATION.** Once Applicant has started to perform the work required by the Contract Documents, Applicant agrees to exercise reasonable diligence in pursuing such work to completion within one year after the date of the Contract Documents. If such work has not been completed within one year after the date of the Contract Documents, Utility shall have the right, upon giving written notice to Applicant, to cancel and terminate the Contract Documents.
3. **CONTRACT CANCELLATION.** If Utility elects to cancel and terminate the Contract Documents, Utility shall return to Applicant an amount equal to the cash advance made, minus Utility's costs. "Utility's costs" are defined as the actual costs (including but not limited to labor, materials and overhead) incurred by Utility prior to such cancellation and termination in connection with work done in furtherance of Applicant's project, plus the actual costs of removing any of the installed facilities which Utility desires to salvage, minus the salvage value of such facilities. In the event Utility's costs exceed the above cash advance, Applicant agrees to pay Utility a sum equal to the amount by which the

Utility's costs exceed the advance. Upon exercise of its right to cancel and terminate and upon payment to Applicant, all of Utility's obligations under the Contract Documents shall cease. Applicant agrees to indemnify, defend, and hold Utility harmless from and against any and all demands, claims, suits, costs, attorneys' fees, witness fees, liabilities and other expenses, in any way arising from the refunding of any money or other pecuniary advances due to the cancellation of contract, regardless of the cause.

4. **CONTRACT COMPLIANCE.** If, after six (6) months following the date the Utility is first ready to serve residential loads for which allowances were granted, or one (1) year for non-residential loads for which allowances were granted, Applicant fails to take service, or fails to use the service contracted for, Applicant shall pay the Utility an additional Contribution, based on the allowances for the loads actually installed.
5. **EXCESS FACILITIES.** If the loads provided by Applicant result in the Utility installing facilities which are in excess of those needed to serve the actual loads, and the Utility elects to reduce such excess facilities, Applicant shall pay the Utility its estimated total cost to remove, abandon, or replace its excess facilities, less the estimated salvage value of any removed facilities.
6. **EASEMENTS.** Applicant shall, upon Utility's request, execute Utility's standard form easements for the construction, service, presence, maintenance or inspection of Utility's facilities as may be required hereunder.
7. **PAYMENT OPTIONS.** Applicant has the option of advancing a refundable Contribution representing the Utility's total estimated installed cost or a nonrefundable Contribution representing a percentage of the refundable amount, as indicated below and described in the attached Appendix(es).

ELECTRIC	<input type="checkbox"/> Refundable	<input checked="" type="checkbox"/> Nonrefundable
GAS	<input type="checkbox"/> Refundable	<input type="checkbox"/> Nonrefundable

8. **REFUNDS.** The total refundable amount shall be subject to refund, without interest, in accordance with the following provisions:
 - a) **Refund Timing.** Refunds will be made within ninety (90) days after the date Applicant becomes eligible for a refund, except that refunds may be accumulated to a \$50 minimum or the total refundable balance, if less than \$50.
 - b) **Residential Refunds.** Refunds will be made on the basis of a new customer's permanent load connecting to the line extension that produces additional revenues to Utility. Such refundable amount will be that amount which is on file at the time the Contract Documents are signed. The refund will be deducted from the total refundable amount, and the remaining amount subject to refund represents that portion of the extension cost not supported by revenues.
 - c) **Non-Residential Refunds.** Refunds will be made on the basis of Applicant's or new customer's permanent load connecting to the line extension which produces additional revenues to Utility. Utility shall be responsible to review Applicant's actual base annual revenue for the first three years from the date Utility is first ready to serve. Applicant shall be responsible for notifying Utility if new, permanent load is added in the fourth through tenth year from the date Utility is first ready to serve. Such review shall determine if additional revenue supports any refunds to Applicant.
 - d) **Applicant Installation.** When the Applicant Installation option is selected, refunds will be made based on the lower of the Utility's estimated refundable costs or the Applicant's Contract Anticipated Costs, as reported to the Utility, for the work performed under the Applicant Installation option.

- e) **Series of Distribution Line Extensions.** When there is a series of Distribution Line Extensions, commencing with an extension having an outstanding amount subject to refund, and each Distribution Line Extension is dependent on the previous Distribution Line Extension as a direct source of supply, a series refund will be made. Additional service connections supplied from a Distribution Line Extension on which there is a refundable amount will provide refunds first to the Distribution Line Extension to which they are connected. When the amount subject to refund on a Distribution Line Extension in a series is fully refunded, the excess refundable amount will provide refunds to the Distribution Line Extension having the oldest outstanding amount subject to refund in the series.
 - f) **Ownership Charge – Electric.** When any portion of an electric refundable amount has not qualified for a refund at the end of twelve (12) months from the date Utility is first ready to serve, Applicant will pay to Utility an Ownership Charge (stated in Rule 2 Section I) on the remaining refundable balance. The difference between the total refundable advance and any refunds made or eligible to be made to Applicant shall serve as the basis of a monthly Ownership Charge. A monthly Ownership Charge will normally be accumulated and deducted from refunds due to Applicant. This provision does not apply to individual residential Applicants for electric service. Any refundable amount remaining at the end of the ten (10) year period shall become the property of the Utility.
 - g) **Ownership Charges – Gas.** When any portion of a gas refundable amount has not qualified for a refund at the end of thirty six (36) months from the date Utility is first ready to serve, Applicant will pay to Utility an Ownership Charge (stated in Rule 2 Section O) on the remaining refundable balance. The difference between the total refundable advance and any refunds made or eligible to be made to Applicant shall serve as the basis of a monthly Ownership Charge. A monthly Ownership Charge will normally be accumulated and deducted from refunds due to Applicant. This provision does not apply to individual residential Applicants for gas service. Any refundable amount remaining at the end of the ten (10) year period shall become the property of the Utility.
- 9. **ASSIGNMENTS.** This Agreement may be assigned by Applicant only upon the assignee's written acceptance of said assignment, and the prior approval of Utility as evidenced by written endorsement thereon; however, such approval shall not constitute a release of Applicant's obligation hereunder unless expressly so provided in said endorsement. Utility may refuse to accept an assignment of the Contract Documents unless executed on form furnished and approved by Utility.
 - 10. **COMMISSION CHANGES.** Applicant shall be governed by Utility's applicable Rates and Rules on file with the California Public Utilities Commission, which Rates and Rules are made a part hereof by reference, and a copy of which will be furnished to Applicant on request. This Agreement shall at all times be subject to such changes or modifications as said Commission may, from time to time, direct in the exercise of its jurisdiction.
 - 11. **ELECTRIC OVERHEAD CONSTRUCTION RESPONSIBILITIES.** Utility is responsible for the installation of distribution poles, cross-arms, wires, transformers, and other related distribution equipment required to complete the extension and service, as delineated in the work order mentioned therein.
 - 12. **ELECTRIC UNDERGROUND CONSTRUCTION RESPONSIBILITIES.** Applicant shall perform at its expense all trenching, excavation, backfilling and compaction, including furnishing any imported backfill material required, and will furnish and install all distribution and feeder conduit and substructures required, all in accordance with Utility's General Conditions and Specifications, attached hereto and made a part hereof by this reference. Utility is responsible for the installation of distribution cable, connections, transformers, and other related distribution equipment required to complete the extension and service.

Upon Utility's final acceptance of said installation in accordance with the referenced Utility's General Conditions and Specifications, Applicant hereby grants, sells and conveys to Utility all its rights, title and interest in and to all materials installed. Once the extension receives final acceptance, Utility agrees to own, operate and maintain such extension and service.

13. **GAS CONSTRUCTION RESPONSIBILITIES.** Utility is responsible for the installation of distribution main, valves, regulators, and other related distribution equipment required to complete the extension, including all necessary trenching/excavation, backfilling and compaction, and any imported backfill material required, as delineated in the Work Order(s) mentioned herein.

Where mutually agreed upon by Utility and Applicant, Applicant shall have the option of performing all excavation, backfilling and compaction, including furnishing any imported backfill material, and substructures required, all in accordance with Utility's General Conditions and Specifications, attached hereto and made part hereof by this reference. Utility shall reimburse Applicant, Utility's estimated installed cost of such facilities and work, by applying a credit toward Applicant's advance. Any amount not so credited shall be reimbursed to Applicant upon final acceptance of said work and facilities by Utility.

14. **APPLICANT INSTALLATION OPTION.** Where the Applicant Installation option is selected, the Applicant shall use qualified contractors to install that portion of the new electric/gas extension and service normally the responsibility of the Utility. Such installation shall be in accordance with the Utility's design and General Conditions and Specifications, attached hereto and made a part hereof by this reference.

The Contract Documents reflects the lower of the Utility's estimated refundable costs or the Applicant's Contract Anticipated Costs for the work normally the responsibility of the Utility, unless the Applicant has declined to provide these costs. The Applicant certifies that any cost reported to the Utility for the execution of this contract is true and accurate to the knowledge of the Applicant.

15. **BETTERMENT.** Where mutually agreed upon by Utility and Applicant, Applicant shall perform additional work to install additional electric/gas facilities in accordance with Utility's specifications, timing, and applicable tariffs. Utility shall reimburse Applicant, Utility's estimated installed cost of such additional electric/gas facilities and work, by applying a credit toward Applicant's advance. Any amount not so credited shall be reimbursed to Applicant upon final acceptance of the additional facilities and work by Utility.

16. **AUTHORIZED SIGNATURE.** If Applicant is a corporation, partnership, joint venture or a group of individuals, the subscriber hereto represents that he has the authority to bind said corporation, partners, joint venture or individuals as the case may be.

17. **EFFECTIVE DATE.** The Contract Documents shall become effective only upon the date signed by the authorized Utility representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for and on behalf of each, by their duly authorized agents, partners, or corporate officers.

APPLICANT:

Applicant Mailing Address:

Telephone: _____

Date: _____

SAN DIEGO GAS & ELECTRIC COMPANY,
a corporation

By: _____
(Authorized Signature)

Name: _____
(Please Print or Type)

Title: _____

By: _____
(Authorized Individual-Utility)

Date Executed: _____

By: _____
(Authorized Signature)

Name: _____
(Please Print or Type)

Title: _____

Type of Customer (For SDG&E Use Only)

Residential ☐ Non-Residential ☒

Individual ☐ Subdiv/Dev. ☒

AGREEMENT FOR EXTENSION & CONSTRUCTION OF ELECTRIC & GAS FACILITIES

APPENDIX A - EXTENSION CONTRACT COST SUMMARY FOR PROJECT 951128

FOLLOWING IS A SUMMARY OF THE PROJECT COST, ALLOWANCES, REFUNDABLE AMOUNTS, AND DIRECT PAYMENTS ASSOCIATED WITH THE GAS AND ELECTRIC INSTALLATIONS COVERED BY THE ENCLOSED EXTENSION CONTRACTS FOR THIS PROJECT. YOU MAY HAVE ADDITIONAL COSTS SUMMARIZED ELSEWHERE.

APPENDICES	AMOUNT DUE APPLICANT*	AMOUNT SUBJECT TO FUTURE REFUND**	AMOUNT DUE UTILITY***
RULE 15 ELECTRIC OVERHEAD LINE EXTENSION			
RULE 15 ELECTRIC UNDERGROUND LINE EXTENSION	\$0	\$0	\$270846
RULE 15 GAS MAIN EXTENSION			
RULE 16 ELECTRIC SERVICE INSTALLATION			
RULE 16 GAS SERVICE INSTALLATION			
ELECTRIC STREET LIGHTING INSTALLATION			
ELECTRIC STREET LIGHT SERVICE POINT			
TOTAL	\$0	\$0	\$270846

ALL COSTS CONTAINED IN THE SUMMARY ABOVE INCLUDE AN INCOME TAX COMPONENT OF CONTRIBUTION (ITCC)

* AMOUNT DUE APPLICANT WILL BE MADE AFTER FINAL ACCEPTANCE OF WORK BY UTILITY
 ** FUTURE REFUNDS WILL BE MADE IN ACCORDANCE WITH THE REFUND PROVISIONS IN RULE 15
 *** CONSTRUCTION WILL COMMENCE ONLY AFTER RECEIPT OF SIGNED AGREEMENTS, CUSTOMER PAYMENT, AND ANY OTHER SPECIFIED PROJECT REQUIREMENTS

NOTE: PLEASE SEE ATTACHED APPENDICES FOR A DETAILED ACCOUNTING OF THE COSTS ASSOCIATED WITH EACH OF THE ABOVE INSTALLATIONS. PLEASE ALSO SEE THE ENCLOSED COST LETTER FOR ANY ADDITIONAL COSTS FOR THIS PROJECT.

ALLOWANCES GRANTED TO CUSTOMER

ELECTRIC RESIDENTIAL ALLOWANCES (0 UNITS X \$ 0 / PER UNIT)	\$0
ELECTRIC NON-RESIDENTIAL ALLOWANCES	\$0
GAS RESIDENTIAL ALLOWANCES (0 UNITS X \$ 0 / PER UNIT)	\$0
(LOAD: _ HEAT _ WATER HEAT _ RANGE _ DRYER)	
GAS NON-RESIDENTIAL ALLOWANCES	\$0
TOTAL ALLOWANCES GRANTED TO CUSTOMER	\$0

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SAN DIEGO GAS AND ELECTRIC
UG RULE 15 - APPENDIX C

PAGE NO 1

WORK ORDER: 2920000 LA PATA STREET LIGHTS CSD 951128-010-001

A. REFUNDABLE UNDERGROUND EXTENSION COST

1. ESTIMATED INSTALLED COST OF EXTENSION (PROJECT SPECIFIC ESTIMATE)
2. ESTIMATED VALUE OF SUBSTRUCTURES REQUIRED FOR AND PROVIDED BY APPLICANT
3. ESTIMATED VALUE OF REQUIRED SUBSTRUCTURES PROVIDED BY UTILITY
4. RELATED OVERHEAD COSTS - CABLE POLE RELATED
5. RELATED OVERHEAD COSTS - NON-CABLE POLE RELATED
6. RELATED OVERHEAD COST - LINE EXTENSIONS
7. CREDIT FOR SCRAP/SALVAGE (IF APPLICABLE) (INCLUDING OH WRK TYPs)
8. CREDIT FOR DEPRECIATION (IF APPLICABLE) (INCLUDING OH WRK TYPs)
9. SUBTOTAL (SUM OF LINE A.1 THROUGH A.6 LESS LINE A.7 LESS LINE A.8)
10. EXTENSION ALLOWANCE (NOT TO EXCEED LINE A.9)
11. AMOUNT SUBJECT TO FUTURE REFUND (LINE A.9 LESS LINE A.10)

B. OTHER-COSTS

1. TAX ON ESTIMATED VALUE OF TRENCH AND CONDUIT BY APPLICANT
2. BILLING FOR REQUIRED TRENCH AND CONDUIT WORK BY UTILITY
3. BILLING - R/W ACQUISITION - BY UTILITY - NON-REFUNDABLE (INCLUDING OH WRK TYPs)
4. CREDIT FOR REQUIRED SUBSTRUCTURES BY APPLICANT (LINE A.2)
5. VALUE OF ADDITIONAL FACILITIES PROVIDED AND INSTALLED BY APPLICANT

C. ADVANCE - OPTION #1 - REFUNDABLE OPTION

1. AMOUNT DUE UTILITY (LINE A.11 PLUS LINE B.1 PLUS LINE B.2 PLUS LINE B.3 LESS LINE B.4 LESS LINE B.5)
2. AMOUNT DUE APPLICANT (LINE B.4 PLUS LINE B.5 LESS LINE A.11 LESS LINE B.1 LESS LINE B.2 LESS LINE B.3)
3. AMOUNT SUBJECT TO FUTURE REFUND (LINE A.11)

	BASE	* TAX	TOTAL
1. ESTIMATED INSTALLED COST OF EXTENSION (PROJECT SPECIFIC ESTIMATE)	\$ 7261	\$ 2317	\$ 9578
2. ESTIMATED VALUE OF SUBSTRUCTURES REQUIRED FOR AND PROVIDED BY APPLICANT	\$ 0	\$ 0	\$ 0
3. ESTIMATED VALUE OF REQUIRED SUBSTRUCTURES PROVIDED BY UTILITY	\$ 2371	\$ 830	\$ 3201
4. RELATED OVERHEAD COSTS - CABLE POLE RELATED	\$ 0	\$ 0	\$ 0
5. RELATED OVERHEAD COSTS - NON-CABLE POLE RELATED	\$ 0	\$ 0	\$ 0
6. RELATED OVERHEAD COST - LINE EXTENSIONS	\$ 0	\$ 0	\$ 0
7. CREDIT FOR SCRAP/SALVAGE (IF APPLICABLE) (INCLUDING OH WRK TYPs)	\$ 0	\$ 0	\$ 0
8. CREDIT FOR DEPRECIATION (IF APPLICABLE) (INCLUDING OH WRK TYPs)	\$ 0	\$ 0	\$ 0
9. SUBTOTAL (SUM OF LINE A.1 THROUGH A.6 LESS LINE A.7 LESS LINE A.8)	\$ 9632	\$ 3147	\$ 12779
10. EXTENSION ALLOWANCE (NOT TO EXCEED LINE A.9)	\$ 0	\$ 0	\$ 0
11. AMOUNT SUBJECT TO FUTURE REFUND (LINE A.9 LESS LINE A.10)	\$ 9632	\$ 3147	\$ 12779
1. TAX ON ESTIMATED VALUE OF TRENCH AND CONDUIT BY APPLICANT	\$	\$ 0	\$ 0
2. BILLING FOR REQUIRED TRENCH AND CONDUIT WORK BY UTILITY	\$ 195893	\$ 68563	\$ 264456
3. BILLING - R/W ACQUISITION - BY UTILITY - NON-REFUNDABLE (INCLUDING OH WRK TYPs)	\$ 0	\$ 0	\$ 0
4. CREDIT FOR REQUIRED SUBSTRUCTURES BY APPLICANT (LINE A.2)	\$ 0	\$	\$ 0
5. VALUE OF ADDITIONAL FACILITIES PROVIDED AND INSTALLED BY APPLICANT	\$ 0	\$	\$ 0

EXHIBIT A
(7 of 9)

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SAN DIEGO GAS AND ELECTRIC
UG RULE 15 - APPENDIX C

PAGE NO 2

WORK ORDER: 2920000 LA PATA STREET LIGHTS CSD 951128-010-001

D. ADVANCE - OPTION #2 - NON-REFUNDABLE DISCOUNT OPTION

1. NON-REFUNDABLE DISCOUNT OPTION PAYMENT (LINE A.11 X50%)
2. AMOUNT DUE UTILITY (LINE D.1 PLUS LINE B.1 PLUS LINE B.2
PLUS LINE B.3 LESS LINE B.4 LESS LINE B.5)
3. AMOUNT DUE APPLICANT (LINE B.4 PLUS LINE B.5 LESS LINE D.1
LESS LINE B.1 LESS LINE B.2 LESS LINE B.3)

	BASE	* TAX	TOTAL
1.	\$ 4816	\$ 1574	6390
2.	\$ 200709	\$ 70137	270846
3.	\$ 0	\$ 0	0

* THE TAX RATE IS 35.0 % ON CAPITAL COST

PROJECT: 951128 JOB: 01 REV: 01 TYPE: UD NAME: LA PATA STREET LIGHTS CSD STATUS: ACT WORK ORDER: 2920000
DESIGN: 04 NAME: LA PATA STREET LIGHTS CSD STATUS: FIN DESIGN LAST REVISED: 03/22/10
WORK REQUEST: 002 TYPE: U373 DESC: UG ELECT LS-1B STREET LIGHTS (04) STATUS: ACT COST ESTIMATE LAST REVISED: 09/02/10
BUDGET: 10219.7 BILLING CODE: X OPTION: D RULE: E-LS-1 DESIGNED BY: PHILIP L SHERIDAN PHONE: 361-8052

BASE * TAX TOTAL

A. COST SUMMARY

1. ESTIMATED INSTALLED COST OF STREET LIGHT FACILITIES	\$	27022	\$	27022	\$	27022
2. CREDIT FOR SCRAP/SALVAGE (IF APPLICABLE)	\$	0	\$	0	\$	0
3. TOTAL ESTIMATED INSTALLED COST OF STREET LIGHT FACILITIES	\$	27022	\$	27022	\$	27022
4. ESTIMATED COST OF TRENCHING, EXCESS SERVICE, AND DISTRIBUTION FACILITIES	\$	26463	\$	9262	\$	35725
5. TOTAL ESTIMATED COST OF TRENCHING, EXCESS SERVICE, AND DISTRIBUTION FACILITIES	\$	26463	\$	9262	\$	35725
6. BILLING - R/W ACQUISITION - BY UTILITY - NON-REFUNDABLE	\$	0	\$	0	\$	0
7. BILLING FOR LS-1B STREET LIGHT DIFFERENTIAL	\$	11409	\$	3993	\$	15402
8. TOTAL COST TO APPLICANT (LINE A.5 PLUS LINE A.7 PLUS LINE A.6)	\$	37872	\$	13255	\$	51127
9. ESTIMATED VALUE OF WORK REQUIRED FOR AND PROVIDED BY APPLICANT						
OPTION B - TRENCH, EXCAVATION, AND BACKFILL BY APPLICANT						
OPTION C - TRENCH, EXCAVATION, BACKFILL, AND CONDUIT BY APPLICANT						
OPTION D - TRENCH, EXCAVATION, BACKFILL, CONDUIT AND SUBSTRUCTURES BY APPLICANT						
10. AMOUNT DUE UTILITY (LINE A.8 LESS LINE A.9)	\$	0	\$	0	\$	0
OPTION B						
OPTION C						
OPTION D						
	\$	37872	\$	13255	\$	51127


EXHIBIT A
(9 of 9)

* THE TAX RATE IS 35.0 % ON CAPITAL COST



San Diego Gas & Electric
Orange County Regional Office

662 Camino De Los Mares
San Clemente, CA 92673-2827

A  Sempra Energy company

FILE NO. PLA 510
PROJ# 951128-010
W.O.#2920000

September 10, 2010

Mr. John G. Forney
32972 Calle Perfecto
San Juan Capistrano, Ca. 92675

Dear Mr. Forney:

Subject: La Pata Street Lights CSD

We have completed the engineering required for the installation of street lights, and underground electric facilities on La Pata Ave. This letter summarizes the terms and conditions for the installation work. The final design and costs contained in this letter reflect the following option selection you have made:

Design By: ☒ Utility ☐ Applicant
Electric Installation By: ☒ Utility ☐ Applicant
Electric Payment Option: ☐ Refundable ☒ Non-Refundable Discount Option

Once you have accepted the terms of the above information by signing and returning the enclosed contracts, no further changes will be allowed. If you have any questions regarding these selections, please contact me to discuss further.

WORK RESPONSIBILITIES

Please note that there are dollar values for most of the responsibilities associated with this project and they are outlined on the attached Cost Summary Sheet.

When calling our Construction Department, the following will identify your project:

Project Name: La Pata Street Lights CSD
Work Order #: Electric: 2920000
Project #: Electric: 951128-010

Orange County Region of SDG&E Serves:

Aliso Viejo
Camp Pendleton

Coto de Caza
County of Orange

Dana Point
Ladera

Lag
Lag

EXHIBIT B
(1 of 5)

San Clemente
San Clemente

San Juan Capistrano
Talega

Note that your street light services, if any, are not allowed in the same trench with electric, gas, and telephone utilities. Street lighting system trench and services will be subject to the City of San Juan Capistrano jurisdiction and inspection. Please contact them for the proper specifications.

And if you have not done so, I strongly suggest you contact the telephone and cable companies for their requirements and any charges they may have

Please review the enclosed agreements and if you desire to proceed sign and return the original and one copy of:

- ***Agreement for Extension and Construction of Electric***

The remaining copy of each Agreement is to be retained for your records until you receive a countersigned copy.

You will find two (2) copies of the Street Lighting Contract for non-dedicated streets within your development. Please have an officer of your company sign and return both. A countersigned copy will be returned.

For the lights to be energized, SDG&E must first receive the signed Street Lighting Contract, a copy of the street light as-built drawing, and notification from the City inspector that the lights have been inspected and are ready to be energized. The as-built drawing must include street light locations and corresponding service point locations. Size, and type of lights and the voltage at which the lights should be connected.

The offer by SDG&E to enter into the enclosed Agreements with you, and all terms and conditions related to the offers, will become void if, on or before close of business on December 9, 2010 we do not receive:

- The properly executed Agreements; and
- A check payable to SDG&E in the amount of \$324,349.00 for all costs as shown on the attached "Cost Summary Sheet"
- Customer Payment Remittance

To complete the processing of your contract agreement in a timely manner and avoid any delay of your project, return the required copies of the signed contracts together with the payment. If all is in order, the Agreements will be executed on behalf of SDG&E and will then become effective. **Project Management Offices are unable to accept payments.** All payments must be mailed to:

Customer Payment Services – CP61C

San Diego Gas & Electric

P.O. Box 129831

San Diego, Ca. 92112-9831

To properly process payments the name(s) on your check and on each Agreement must match. In the event that they do not match, please be aware that any future refunds, if

applicable, will be made to the entity who signs the contracts, not the entity printed on the check.

If the signatory is a corporation, the agreement must be signed by a corporate officer, such as the President. If the signatory is a partnership, the agreement must be signed by a partner and the Partnership Status Report must be completed and returned. If the signatory is a sole owner (proprietorship), the agreement must be signed by the owner. If an Indian tribe is the signatory, The Tribal Chairperson or secretary may sign. Any signatory may be represented by an agent if a letter of authorization for the agent accompanies the agreement package.

If the contract documents are cancelled for any reason, or if any refunds are due under the terms of the contract. All funds, less SDG&E's cost shall be refunded to Applicant. By signing this contract, you agree to indemnify, defend and hold SDG&E harmless from and against any and all demands, claims, suits, costs, attorneys' fees (both in-house and outside counsel) witness fees, liabilities, (contractual or otherwise) and other expenses. In any way arising from the refunding of any money or other pecuniary advances, whatsoever regardless of the cause.

Should these offers expire, and you request a set of updated Agreements, you may be charged an engineering fee for any necessary revisions or recalculations of cost. And, if you cancel your request, we will retain a portion of the original payment to cover SDG&E's expense for processing your request. The remaining amount if any will be refunded to you.

Costs

There is a complete recap of all costs for your project attached to the "Cost Summary Sheet" All the costs are specific for the installation described. But, the following items apply to all costs.

The costs quoted in this letter include a component to cover SDG&E's estimated liability for Federal and State Income Tax.

SDG&E is a utility regulated by the California Public Utilities Commission, As such all cost calculations, as well as all terms and conditions as stated in this letter, are subject to changes in our tariffs, costs, or applicable laws and regulations. SDG&E cannot guarantee that these costs will not change. So use of these calculations in other applications is at your own risk.

The costs quoted do not include any work by any other utilities or service providers.

If we are unable to obtain easements and /or permits for the system presently designed, our Agreements and costs outlined in this letter are void. New specifications and Agreements will be prepared reflecting an alternate route and revised costs.

Street Lighting

The city of San Juan Capistrano is requiring the Installation of 6-5800 – lumen street lights within your project which will be installed by SDG&E. A non-refundable payment of \$51,127,.00 will be required from you.

In addition to the other street light construction costs, shown on the Cost Summary Sheet. Orange County requires the developer to pay the monthly street light energy cost until the county accepts billing. Therefore, a payment of \$2,376.00 representing 36 months of energy cost per Schedule LS1-B is required. Any unused portion will be refunded after the County accepts responsibility.

Rates

Based on the information provided to your Planner, your project has been assigned a rate of LS1-B for electric. Other optional rates may be available, If you are interested in talking with someone regarding your options, please contact the SDG&E Call Center at 1-800-411-7343

SITE ACCESS – LINE TRUCK, METER, SERVICE, AND TRANSFORMER

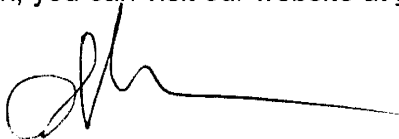
SDG&E must have line truck access to gas and electric facilities for the purpose of installation, reading, testing, inspection, maintenance, and emergencies (refer to SDG&E Service Standards and guide sections 016, 005, 604, and 1006-1008).

Reminder: In order to complete the processing of your contract agreement in a timely manner and avoid any delay of your project, it is important to return the required copies of the signed contracts together with payment (if applicable) in the enclosed preaddressed envelope.

If I may be of further assistance or if you have any questions, please call me at the number below, or my assistant Elisa Tobias at (949) 361-8066. Our hours are 7:00 AM to 4:00 PM, Monday through Friday.

For your convenience, you may now track the status of your SDG&E projects by logging on to <http://myProjects.sdge.com> and registering as a myProjects user. For additional general information, you can visit our website at <http://sdge.com>.

Sincerely,



Phil Sheridan
Customer Project Planner
Telephone: (949) 361-8052

Enclosures

cc: Lighting Services
Contracts Section
Developer

COST SUMMARY SHEET**Electric**

Rule 15 distribution system

\$ 270,846.00

Subtotal \$ 270,846.00**Miscellaneous**

Street lighting cost

\$ 37,872.00

Tax on street lighting

\$ 13,255.00

Advanced Energy Charge

\$ 2,376.00

Subtotal \$ 53,503.00**Total Advance Required**

\$ 324,349.00

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

September 28, 2010

TO: Joseph M. Farley, Superintendent

FROM: Ron Lebs, Deputy Superintendent Business and Support Services

SUBJECT: REJECTION OF **BID NO. 0910-13, SAN JUAN HILLS HIGH SCHOOL
30-METER POOL/SUPPORT BUILDING**

BACKGROUND INFORMATION

The Board of Trustees authorized staff to solicit bids for the San Juan Hills High School 30-Meter Pool/Support Building project. The project consists of a 30-meter pool and support building, with a recreational pool for possible joint use purposes. The bid was properly advertised and plans were distributed to 16 contractors. Ten bids were received and opened on July 22, 2010. Contractors were asked to submit a base bid for the complete project and a deductive alternate No. 1 for the 30-meter pool without the side recreational pool.

The contract documents are on file in the Purchasing Department. For further information, contact Terry Fluent, Director of Purchasing at (949) 234-9436.

CURRENT CONSIDERATIONS

Upon review and consideration of the bids, as well as the project itself, staff is recommending the rejection of all bids for the SJHHS Aquatics Center. Given the complexity and high degree of specialization regarding a project of this nature, it is recommended the Trustees reject all bids and authorize staff to re-bid the project after completion of a constructability review. "Constructability" is a technique to evaluate construction processes from start to finish during the pre-construction phase to identify obstacles before a project is actually built in an effort to reduce or prevent error, delays, and cost overruns.

Public Contract Code section 20111 governs the letting of contracts for public works projects at schools. In addition to the public contract code, courts have held that districts may reject all bids for any reason and at any time before the bid has been awarded. The Board has the discretion and ability to award the contract or reject all bids.

Prior to rebidding the aquatics center, staff would like the new Construction Manager/District's Representative to perform a constructability review of the plans and specifications for possible areas where the project could be streamlined, improved, and refined. With an independent professional reviewing the project plans and specifications, the scope of work may be modified for additional savings. This will shorten the construction timeline so that the project can be completed in the relative same amount of time as originally planned.

**REJECTION OF BID NO. 0910-13, SAN JUAN HILLS HIGH SCHOOL 30-METER
POOL/SUPPORT BUILDING**

September 28, 2010

Page 2

FINANCIAL IMPLICATIONS

Costs associated with re-bidding the project are estimated at between \$2,500 - \$5,000 for printing, advertisement, etc.

Estimated Fiscal Impact: \$2,500 - \$5,000

Funding Source: Community Facilities District 98-2 Ladera Ranch

STAFF RECOMMENDATION

It is recommended the Board of Trustees reject all bids and direct staff to engage the services of the Construction Manager/District's Representative to perform a constructability review of the plans and specifications. Upon completion of the review, staff is to incorporate any appropriate changes into the project documents and re-advertise the project, seeking new bids based upon the revised scope. Upon receipt and certification of the new bids, staff is requested to present the lowest responsive responsible bidder to Trustees for consideration of Award of Contract.

**PAGE NUMBERS 33 – 44
WERE DELETED SUBSEQUENT
TO PRINTING THE AGENDA.**

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

September 28, 2010

TO: Joseph M. Farley, Superintendent

FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services

SUBJECT: **INTERNSHIP CONTRACT AGREEMENT: CHAPMAN UNIVERSITY**

BACKGROUND INFORMATION

To meet the growing demand of employing qualified teachers in hard-to-fill areas such as Special Education, Mathematics, Science, Foreign Language, and English, Personnel Services has several options for attracting and training high quality candidates. The District has partnered with Chapman University to offer intern training programs. During the school year CUSD teachers are selected to work with various intern teachers to provide teaching experience through directed fieldwork.

CURRENT CONSIDERATIONS

Interested individuals register as students at Chapman University. Prerequisite coursework is completed during the spring and summer semesters prior to beginning an intern assignment. Current or laid off employees can transition into an intern program as a way of obtaining an additional teaching credential while ensuring compliance with the highly qualified teacher provision of NCLB. Interns are paired with an experienced mentor to ensure support and guidance is provided in the development of sound instructional practices.

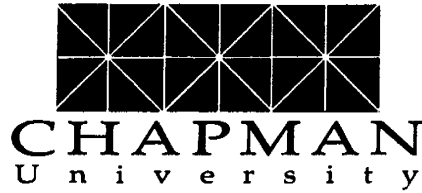
This agenda item seeks approval of an Internship Contract Agreement with Chapman University. Interns meet fingerprinting requirements and TB clearance.

FINANCIAL IMPLICATIONS

There is no additional financial impact to the general fund. Interns fill existing vacancies and are placed on the appropriate column of the Certificated Salary Schedule. Alternative Certification grant funds are used to enhance university stipends provided to mentor teachers and District intern supervisors.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve this Internship Contract Agreement to extend the field-based support of developing teachers (Exhibit A).



INTERNSHIP CONTRACT AGREEMENT:

By and Between CHAPMAN UNIVERSITY AND Capistrano Unified School District

Education Specialist Internship Credential

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The Internship Credential is only valid in one school district or consortium.

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a Chapman University Supervisor and District Support Provider (if appropriate) who provides general support at the classroom level of the cooperating school. Also, the Internship Credential shall be issued initially for a two-year period and may be renewed by the Commission. (Education Code: 44455). For renewals please see Education Code 44456.

The District will assign a District Support Provider (if appropriate) to the intern to provide support throughout the year. The Support Provider will serve as an on-site guide, who observes the intern, and provides substantive feedback.

The District acknowledges that each intern under this Internship Contract Agreement shall be a paid employee of the District and thus covered under the District's insurance policies, including Workers' Compensation, to the extent available to other teachers. No intern shall be considered an employee or agent of Chapman University while performing services for the District.

Chapman University and the Capistrano Unified School District agree to all the conditions of this Internship Contract Agreement as outlined above, to be effective on October 1, 2010 and continuing until and continuing until September 30, 2012. This agreement may be terminated and the provisions of this agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.


CHAPMAN UNIVERSITY

Daniele Struppa, Ph.D.
Chancellor

Date

Ellen Curtis-Pierce, Ph.D.
Associate Vice-Chancellor

Date



Mike Madrid, Ph.D.
Education Director
College of Educational Studies of Chapman University
(P) 714-628-7381

8/31/10

Date

DISTRICT REPRESENTATIVE

(INSERT NAME)
Superintendent

Date

(INSERT NAME)
Human Resources

Date

APPENDIX A

Preconditions Established by State Law for Internship Programs

For initial and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law:

- (1) Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. (Reference: Education Code Section 44453).
- (2) Supervision of Interns.** In an internship program, the participating institutions shall provide supervision of all interns. No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern's salary is reduced, no more than eight interns may be advised by one district support person. (Reference: Education Code Section 44462). Institutions will describe the procedures used in assigning supervisors and where applicable, the system used to pay for supervision.
- (3) Assignment and Authorization.** To receive approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential (Reference: Education Code Section 44454). The institution stipulates that the intern's services meet the instructional or service needs of the participating district(s). (Reference: Education Code Section 44458).
- (4) Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential involved. (Reference: Education Code Section 44321 and 44452).

Specific Preconditions Established by the Commission for Internship Programs

For initial and continuing accreditation, participating districts and universities must adhere to the following requirements established by the Commission on Teacher Credentialing.

Internship Contract Agreement

- (5) Non-Displacement of Certificated Employees.** The institution and participating districts must certify that interns do not displace certificated employees in participating districts.

(6) Justification of Internship Program. Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. Also, the local bargaining unit (teacher union) is encouraged to provide a written statement of support for the internship agreement.

APPENDIX B

District or Consortium Statement of Need Sample Letter

This must appear on district letter head

To Whom It May Concern:

California faces a critical shortage of teachers. Presently, the Commission on Teacher Credentialing estimates the shortage of credentialed teachers in California exceeds 30,000. In addition, the number of minority teachers and teachers trained to meet the needs of all our students is woefully deficient.

Our district or consortium reflects this critical shortage. The growing number of students in our district over the last few years has focused our attention on hiring additional teachers. Although we attend many recruitment fairs and hold district interviews, we have experienced difficulty finding enough teacher candidates to meet our staffing needs. We are seeking ways to hire qualified teachers and believe the Chapman Internship Program will provide a ready solution to this problem.

We look forward to working with the Chapman Intern Program and with Chapman Intern teachers. Hiring these Intern teachers will in no way displace teachers already employed in our district or consortium.

Sincerely,

Name
Title

**Local Bargaining Unit
Sample Letter**

This must be on the Bargaining Unit Letter Head

To Whom It May Concern:

On behalf of the _____ Education Association, I wish to express our support of the _____ School District in their efforts to secure an Internship Credential Agreement with Chapman University.

Sincerely,

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

September 28, 2010

TO: Anna Bryson, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Superintendent

SUBJECT: **CUSD/CSEA – 2010-12 SETTLEMENT AGREEMENT**

BACKGROUND INFORMATION

The collective bargaining agreement between Capistrano Unified School District and the California School Employees Association Chapter 224 (CSEA) expired on June 30, 2010.

The two parties commenced negotiations on June 24, 2009. After negotiating throughout the 2009-10 school year, both parties declared impasse a year later in June 2010. The District and CSEA negotiating teams worked with a state-appointed mediator on August 18, August 26, and September 1. On September 1, 2010, both parties reached a Tentative Agreement (Exhibit A) on economic and language provisions for the 2010-2011 and 2011-2012 school years. The Tentative Agreement (TA) was ratified by CSEA members on September 15, 2010.

AB 1200, enacted in 1991, incorporated into Government Code Section 3547.5, which requires school districts to make public disclosure of collective bargaining agreements. This requirement stipulates that a public school employer must disclose the major provisions of the agreement, including, but not limited to, the costs that will be incurred in the current and subsequent years. AB 2756, enacted in 2004, added additional provisions which require district administration to certify that the district can meet its financial obligations under the proposed agreement. It further stipulates that if the school district does not adopt necessary budget revisions to meet the collective bargaining agreement provisions, the county superintendent of schools shall issue a qualified or negative certification for the next interim report.

CURRENT CONSIDERATIONS

The purpose of this agenda item is to present the Tentative Agreement between the District and the CSEA membership (Exhibit A) to the Board of Trustees for approval. In addition to the Tentative Agreement, the Public Disclosure of AB 1200 Collective Bargaining Agreement is attached (Exhibit B).

FINANCIAL IMPLICATIONS

The total estimated fiscal impact of this two-year agreement, if approved by the Board of Trustees, is a savings to the District of approximately \$11,297,365. This savings will be realized over fiscal years 2010/11 through 2011/12 as follows:

2010/11	\$ 5,334,301
2011/12	\$ 5,963,064
TOTAL	\$11,297,365

STAFF RECOMMENDATION

It is requested the Board of Trustees approve the two-year (2010/11 through 2011/12) contract settlement with CSEA as proposed (Exhibit A).

It is further recommended the Board of Trustees certify the public disclosure of the proposed agreement with CSEA has been completed in accordance with Government Code Section 3547.5 and the changes incorporated by AB 2756 (Exhibit B).

DISCUSSION/
ACTION

**Terms of Tentative Agreement Reached Between the
Capistrano Unified School District and
California School Employees Association Chapter 224**

1. The following terms constitute the tentative agreement reached between the parties at 8:00 p.m. on September 1, 2010.
2. Term of the Agreement: This agreement shall be in full force and effect from July 1, 2010 to June 30, 2012. For fiscal 2011/2012 each party shall have the right to reopen two articles.
3. Except as modified herein, the agreement embodies all terms and conditions of the agreement between the Capistrano Unified School District and CSEA Chapter 224 that expired on June 30, 2010.
4. Tentative Agreements: In addition to the agreements set forth in this document, the parties incorporate by reference all other tentative agreements reached by the parties during these negotiations. Said other tentative agreements are attached to this document as Exhibit 1.
5. Work Year Modifications: Work year modifications as agreed to by the parties are attached to this document as Exhibit 2. For fiscal 2010/2011 the work modifications that commence this year are those that modify the employee work calendar to 192 work days including the following classifications- Independence Facilitator-Autism, IBI Assistant/Tutor and Senior IBI Assistant/Tutor. All other work year reductions set forth in Exhibit 2 commence in fiscal 2011/2012.
6. Salary Schedule: Section 11.1 shall be modified as follows: Effective July 1, 2010, the 2009/2010 classified pay schedule shall be reduced by 0.7% [seven-tenths of 1%] up to and including June 30, 2011. Effective July 1, 2011, the classified pay schedule shall be restored to the amount set forth in the 2009/2010 pay schedule.
7. Furlough Days: Section 11.1.1 shall be added as follows:

For fiscal 2010/2011 classified unit members shall take furlough days as follows:

 - a. Nine Month Employees – 5 days
 - b. Ten month Employees- 7.5 days (see MOU)
 - c. Eleven Month Employees- 8 days
 - d. Twelve Month Employees- 9.5 days

For fiscal 2011/2012 classified unit members shall take furlough days as follows:

 - a. Nine Month Employees- 5 furlough days
 - b. Ten Month Employees- 5.5 furlough days
 - c. Eleven Month Employees- 6 furlough days
 - d. Twelve Month Employees- 6.5 furlough days
8. Holidays as Furlough Days: For nine month employees who have a work year reduction as set forth in Exhibit 2 above, the following holidays shall serve as three of the furlough days described in section 7 above for fiscal 2010/2011- November 26, 2010; December

23, 2010 and April 8, 2011. For Fiscal 2011/2012 the following holidays shall serve as three of the furlough days for nine month employees only--November 25, 2011; December 23, 2011, and the local spring holiday, exact date to be adopted by the Board of Trustees in the 2011/2012 calendar. For all other employees set forth in section 7 above for fiscal 2010/2011 the following days shall be unpaid days- November 26, 2010; December 23, 2010 and April 8, 2011.

9. Scheduling of Furlough Days: The Superintendent or designee is directed to meet with the Association to identify which days will be reduced in 2010-11 and 2011-12 by October 1, 2010.
10. Step Freeze: Section 11.1.2 shall be added as follows: Effective September 1, 2010 to August 31, 2011 unit members who are due a step increase on their anniversary date shall not receive said step increase for a period of one calendar year. Unit members shall receive their next occurring step increase on their following anniversary date.
11. Elimination of Articles: Upon the ratification of the agreement, the following articles are eliminated from the terms of the agreement:
 - a. Article 3.8 Year Round School
 - b. Article 9.3 Sick Leave Incentive
 - c. Article 10.1.1 Floating Holiday
12. Daily Work Schedule Modifications: the district may modify work schedules as follows:
 - a. Employee schedules that are 2.4 hours per day (hpd) or less may be adjusted to 2 hpd (Keep Food Service Workers, Food Service Cashiers).
 - b. Employees with schedules from 2.5 hpd to 3.4 hpd may be adjusted to 3 hpd
 - c. Employees with schedules 3.5 hpd to 3.9 hpd may be adjusted to 3.5 hpd
 - d. Employees with schedules 5.5 hpd to 6 hpd may be adjusted to 6 hpd
 - e. Employees with schedules 7.5 hpd and 8 hpd may be adjusted to 7 hpd (Bilingual Independence Facilitator (IF), IF SpEd, Lead Food Service I and II, Literacy Intervention Specialist, Nursing Specialist, Opportunity Assistant, Speech Language Pathologist Assistants; excludes High School Campus Supervisors, Preschool Teacher and Preschool Resource Teacher)

13. Health and Welfare Benefits: Amend section 12.2(a) as follows:

<u>Hours Worked</u>	<u>Percent Paid By District</u>
4 to less than 6	68.75%
6 to less than 8 hours	93.75%
8 hours	100.00%

Amend section 12.2 as follows:

Effective January 1, 2011, the parties agree the maximum contribution rate for all HMO health insurance plans based upon 2010 Anthem Blue Cross HMO contribution rates as follows: (1) the actual cost of the insurance up to a maximum of \$4,901.90 per year for employees electing employee only coverage; (2) the actual cost of the insurance up to a maximum of \$10,132.40 per year for employees electing employee plus one coverage; (3) the actual cost of the insurance up to a maximum of \$14,412.20 per year for employees electing employee plus two or more coverage (family coverage).

Effective January 1, 2011, the parties agree the maximum contribution for any POS or PPO health insurance plan based upon 2010 District contribution rates for Anthem Blue Cross POS plan at each tier of coverage as follows: (1) the actual cost of the insurance up to a maximum of \$6005.30 per year for employees electing employee only coverage; (2) the actual cost of the insurance up to a maximum of \$12,454.40 per year for employees electing employee plus one coverage; (3) the actual cost of the insurance up to a maximum of \$17,730.90 per year for employees electing employee plus two or more coverage (family coverage).

Effective January 1, 2011, the classified bargaining unit shall be provided with selections set forth above based upon the MEBA Plan "B" options for coverage and rates.

14. Article 4 shall be amended as follows with the following language:

4.2.2.3.1 Mediation Level

Subject to the terms set forth below, in the event the grievant is not satisfied with the decision at Level Three, he/she may request that the grievance be submitted to mediation. Within, ten [10] days of the receipt of the request for mediation, the Association and the District shall contact the California State Mediation and Conciliation Service [CSMCS] to request a mediator. The parties shall meet with the Mediator to discuss and attempt to resolve the dispute. The Mediator shall have no authority to impose a settlement upon the parties. In the event that the parties reach an agreement, the terms shall be reduced to writing and signed off by the parties. In the event that no resolution is reached, the grievant may exercise his/her right to appeal to Level Four pursuant to the language of section 4.2.2.4. From the date of ratification to June 30, 2011, for grievances that are initiated after the date of ratification, the Association may move the grievance to the mediation step set forth herein for up to twelve [12] grievances. For any grievance that occurs after the 12th grievance, the mediation step may be used by mutual agreement of the parties. During the month of June 2011, the parties shall meet with Mediator Don Razca to review the utilization of mediation as described in this article. Notwithstanding, the above, the parties may mutually agree to utilize the mediation step for any grievances initiated prior to the ratification of this agreement.

15. The parties agree to retain the Memorandum of Understanding regarding "Classification Plan."

16. Restoration Language:

A. It is the intent of the parties that if during the term of this agreement, and following the adoption of the 2010-11 and 2011-12 state budgets, CUSD's actual funded base revenue limit increases from the Governor's January 2010 Budget Proposal, 17.5% of these new revenues will be applied toward restoration of furlough days.

For purposes of this calculation, ADA increases will be reduced by 50%.

Any increase in new funded base revenue limit would need to be indexed so that once the first \$1,700,000 in new unrestricted funded base revenue limit is realized, CSEA would receive restoration equal to 17.5% of this amount. Priority will be given to the restoration of the reduction in the student instructional year, meaning the student days would be restored first.

B. The calculation of the amount available per unit of ADA shall include the funded base revenue limit increases, deficit reduction, equalization and/or any other ongoing unrestricted change to the state funding per unit of ADA in the 2010-11 and 2011-12 budgets. Tier three categorical flexibility is not included in the funded base revenue limit calculation.

C. CUSD's actual funded base revenue limit is defined for purposes of this agreement to be: funded base revenue limit per average daily attendance (ADA) x P-2 ADA. P-2 ADA increases will be reduced by 50% for purposes of this calculation to provide sufficient funding to cover the costs associated with the additional students.

The calculation shall include any increased ADA over 09-10 P-2 ADA not previously paid to CSEA as a result of this restoration formula.

D. This language will remain in effect through June 30, 2012.

E. If the current system of funded base revenue limit funding is discontinued or modified, or the state makes changes on how school districts are funded either party may reopen this agreement for the purpose of making the calculation consistent with the stated intentions of the parties and the procedure agreed herein.

Example

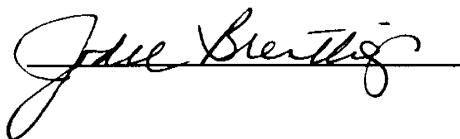
ADA INCREASE @ 50%

$$\$5,083.60 \times 100 = \$508,360$$

$$\$508,360 \times 0.5 = \$254,180 \times 17.5\%$$

Consistent with the intent of the HR Education Jobs and Medicaid Assistance Act of 2010 to protect and/or reinstate positions in education, the District will first consider how the funds may be used to preserve existing jobs, prevent additional layoffs, and/or reinstate positions eliminated through previous layoffs. Within ten days of official receipt of the funds, the District will meet with CSEA to discuss such positions that could be effected. In the event that the District chooses to use funds to offset compensation reductions for any employee group, the District agrees to re-open negotiations with CSEA.

For the District:



Date: 9-3-10

For CSEA Chapter 224:



Date: 9/3/10

CAPISTRANO UNIFIED SCHOOL DISTRICT
and
CAPISTRANO UNIFIED CHAPTER 224
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CONTRACT LANGUAGE AGREEMENTS

New language is in **bold**.
Deleted language is in ~~strike~~through.

ARTICLE 2 – RECOGNITION

The parties have reached tentative agreement on the following:

- 2.3 The exclusive representative shall not represent substitute employees, short term employees, temporary employees, exempt employees, student employees, or restricted employees per the Education Code and management, confidential, and supervisory employees as listed in Board Policy Number 4300 designating management and Section 2.3.1 below, or those classified employees presently represented by another exclusive representative. ~~Effective January 1, 2003,~~ Student Supervisors shall be considered short-term employees, unless they serve in another classified position.

The parties have reached tentative agreement on the following:

- 2.4.1 The District shall notify the Association of all newly created classified positions which shall be assigned to the bargaining unit in accordance with the requirement of Sections 2.2 above, except those which are lawfully declared management, confidential, or supervisory, and shall be assigned a salary range after negotiation with the Association.**

The parties have reached tentative agreement on the following:

2.4.1.1 New Classifications

New classifications shall be of two types:

- 1. Those which result from the reclassification of an existing position and which are:**
 - a. caused by a growth and/or expansion in responsibilities or from a combination of parts of former positions; or**
 - b. those which are new in composition and scope of responsibilities.**

ARTICLE 3 - HOURS OF EMPLOYMENT AND OVERTIME

The parties have reached tentative agreement on the following:

- 3.4.1 Employees who work at least six hours or more per day shall be entitled to an unpaid duty-free lunch period of at least thirty (30) minutes.

The parties have reached tentative agreement on the following:

- ~~3.4.3 The parties to this agreement acknowledge that the unpaid lunch period can be waived by employees who work at a six hour work schedule through mutual agreement with the District.~~

The parties have reached tentative agreement on the following:

3.5 Shift Differential

- ~~3.5.2 In the future, if a regularly assigned work shift is established which begins after 10:00 p.m., the District and the Association will mutually agree on a shift differential premium for such shift.~~

The parties have reached tentative agreement on the following:

- 3.7.1 An employee in the bargaining unit who works thirty (30) minutes or more per day in excess of his/her regular part-time work schedule for a period of twenty (20) consecutive working days or more shall have his/her regular work schedule adjusted upward to reflect the longer hours, effective with the next pay period. **Said adjustment shall apply to Temporary Additional Assignments [TAA].** [Consistent application of Education Code Section 45137]

The parties have reached tentative agreement on the following:

~~3.8 Year Round School~~

- ~~3.8.1 Unit members who work year round schedules shall be recognized as classified employees for twelve (12) months per year (consistent with Ed Code Section 45102).~~
- ~~3.8.2 No unit member shall be required to accept a year round assignment. Unit members not wishing to accept a year round assignment shall be offered the opportunity to transfer to a comparable vacant position within the same classification.~~

The parties have reached tentative agreement on the following:

3.10 Compensatory Time

- 3.10.1 Compensatory time off in lieu of overtime pay may be granted at the discretion of the District, in accordance with section 3.2.7 of this article, and will be given at the appropriate rate of overtime in accordance with the provisions contained in this section.

- 3.10.1.1** At the time the employee is offered an overtime assignment, the supervisor will inform the employee if compensatory time is available in lieu of overtime pay. The compensatory time off shall be at the overtime rate.

The parties have reached tentative agreement on the following:

- 3.10.3** Compensatory time shall be recorded on an official form. The original will be maintained by the employee's supervisor and a copy will be provided to the employee. A new copy will be provided after any change, either through additional hours added or in a reduction of hours through payment.

The parties have reached tentative agreement on the following:

- 3.10.4** Upon separation from the District, for any reason, any accrued compensatory time will be paid in accordance with this Article at the earliest convenience of the District, but not to exceed 60 days from date of separation.

ARTICLE 4 - GRIEVANCE PROCEDURE

The parties have reached tentative agreement on the following:

4.2.2.1 Level One - Within 30 days after the occurrence or the act of omission giving rise to the grievance, the grievant must present his/her grievance on the prescribed District form to his/her immediate supervisor. The form shall include statements indicating:

- a. How the individual employee was adversely affected;
- b. The specific section of the contract allegedly violated;
- c. The specific remedy sought by the employee to resolve the grievance.

~~A An informal~~ conference shall be held within the stated time limits at the written request of either the grievant or the immediate supervisor.

The immediate supervisor shall communicate his/her decision to the employee in writing within ~~five~~ **ten** days after receiving the grievance or within ~~five~~ **ten** days after the informal conference. If the immediate supervisor does not respond with the time limits, the grievant may appeal to the next level.

4.2.2.2 Level Two - In the event the grievant is not satisfied with the decision at Level One, he/she may appeal the decision **in writing** to the ~~Deputy Superintendent, Personnel Services~~ **Ddepartment head** or designee within ten (10) days. In the event the District selects a designee rather than the named agent, the District must advise CSEA of the change five days in advance of the grievance meeting. The designee shall have the authority to resolve the grievance. ~~This statement~~ **The appeal** shall include a copy of the original grievance, the decision rendered, and a statement of the reasons for the appeal. The appeal shall be submitted on the prescribed form.

~~An informal~~ **A** conference shall be held within **10 days of the receipt of the appeal** ~~the stated time limits at the written request of either the grievant or the Deputy Superintendent, Personnel Services or designee.~~

The ~~Deputy Superintendent, Personnel Services~~ **Ddepartment head** or designee shall communicate his/her decision to the grievant in writing within ten (10) days after ~~receiving~~ **the appeal meeting**. If the ~~Deputy Superintendent, Personnel Services~~ **department head** or designee does not respond within the time limits, the grievant may appeal to the next level.

4.2.2.3 Level Three - In the event the grievant is not satisfied with the decision at Level Two, he/she may appeal the decision **in writing** to the Assistant Superintendent, Personnel Services or designee within ten (10) days. In the event the District selects a designee rather than the named agent, the District must advise CSEA of the change five days in advance of the Level Three meeting. The designee shall have the authority to resolve the

grievance. The appeal shall include a copy of the original grievance, a copy of the Level Two decision, and a statement of the reasons for the appeal. The appeal shall be submitted on the prescribed form. A conference shall be held within 10 days of the receipt of the appeal. The Assistant Superintendent, Personnel Services or designee shall communicate his/her decision to the grievant in writing within ten (10) days after the Level Three meeting.

The parties have reached tentative agreement on the following:

- 4.3.2.1 The Association shall notify the District in writing by October 1 of each school year and upon any changes thereafter of the names of the job stewards and the groups of employees they represent. Such determination shall be made in a manner, which minimizes release time for processing grievances. Eligible CSEA designee/representatives will be released to attend to grievance processing with minimal interruption to the employee's work day and work load.**

The parties have reached tentative agreement on the following:

- 4.4.4 Both parties agree that the proceedings of the grievance procedure shall be kept informal and confidential.**

ARTICLE 5 - SAFETY

The parties have reached tentative agreement on the following:

- 5.6 Safety equipment currently required by ~~and paid for by~~ the District shall ~~continue to be paid~~ provided **by the District**. ~~for by the District as such equipment is required.~~

ARTICLE 6 - EVALUATION PROCEDURE

The parties have reached tentative agreement on the following:

- 6.3 If deemed necessary by ~~the Superintendent or~~ the employee's immediate supervisor, the employee shall be evaluated at more frequent intervals.

The parties have reached tentative agreement on the following:

- 6.6 All copies are to be signed by the employee and the ~~evaluator supervisor~~. ~~The fact that the employee signs, does not necessarily mean that he/she agrees with the evaluation.~~ **The employee shall sign the appraisal with the understanding that the employee's signature does not mean the employee is in agreement with the evaluation, only that the evaluation has been discussed with the employee.**

The parties have reached tentative agreement on the following:

- 6.7 Evaluators are to make comments on the evaluation form relative to outstanding work, poor work, specific comments on strengths or weaknesses, and specific recommendations for improved performance. **Failure by the employee to show satisfactory improvement may be deemed just cause for dismissal-discipline pursuant to Article 17.**

The parties have reached tentative agreement on the following:

- 6.7.1 The appraisal form represents the supervisor's current evaluation of the unit member's performance. ~~No attempt is to be made to average out past and present performance.~~

The parties have reached tentative agreement on the following:

- 6.7.2 Any ratings that translate to "Needs Improvement," or "Unsatisfactory" shall include in the comments area of the Performance Appraisal (or an attachment) an explanation of the need for improvement, or the basis for unsatisfactory performance. Prior documentation and/or memos of prior discussions (within the evaluation period) regarding performance or behavior shall have been provided to the employee.

ARTICLE 7 - TRANSFERS AND ASSIGNMENT

The parties have reached tentative agreement on the following:

- 7.1.2 CSEA shall be provided with a copy of all job descriptions, and upon any job description revision.

The parties have reached tentative agreement on the following:

- 7.2.1 Positions will be posted as needed, and will be open to internal and external candidates in accordance with the provisions of this Article.

The parties have reached tentative agreement on the following:

- ~~7.2.2 All qualified applicants will be placed in a pool for subsequent referral to sites or selection interviews.~~

The parties have reached tentative agreement on the following:

- ~~7.2.4 Applicants in the pool will be considered for four months or until the pool is exhausted, whichever occurs first.~~

The parties have reached tentative agreement on the following:

~~Lateral Transfers~~

- ~~7.2.5 Internal postings will continue for lateral transfers only. Such postings shall occur upon receipt of an approved Employee Requisition for a period of five (5) calendar days and will include the location of the vacancy.~~

- ~~7.2.6 Candidates from the applicant pool will be referred after lateral transfers have been considered.~~

The parties have reached tentative agreement on the following:

- 7.3.1 A permanent unit member may request a transfer to a position in the same classification when a vacancy occurs by **completing and submitting an on line application** ~~transfer request form on line~~ to Personnel Services. Employee initiated transfer requests shall be given first consideration as defined in 7.0.

The parties have reached tentative agreement on the following:

- 7.9.3 Employees who are transferred by the District shall be informed by the appropriate supervisor or manager in writing at least **seven ten** working days prior to the effective date. Notification may be less than **seven ten** days if student enrollment, potential harm to students or staff, or other extenuating circumstances exist or if the employee and supervisor mutually agree.

Employees shall also receive notification of their right to a conference pursuant to ~~Article 7.8.4~~ **Article 7.9.4**.

The parties have reached tentative agreement on the following:

- 7.9.4 Unit members being considered for a District initiated transfer shall be afforded an opportunity to conference with the supervisor(s) before a final decision is made. **If requested, The** unit members shall have the right to an Association representative at the meeting and be notified of the reasons for the transfer. ~~if they request them.~~

The parties have reached tentative agreement on the following:

- 7.9.5 Upon written request to Personnel Services, employees may also request a conference **with ~~Deputy~~ Assistant Superintendent ~~Personal~~ Personnel Services or designee** regarding the reasons for a District initiated transfer. The employee may be accompanied to the meeting by an Association representative. CSEA or the employee may request that the reasons for the transfer be set forth in writing. Such a written response shall be provided within five (5) working days.

ARTICLE 8 - LEAVES

The parties have reached tentative agreement on the following:

- 8.3.2 An employee in the bargaining unit ~~whose regular assigned shift commences after 3:00 p.m. and~~ who is required to serve four hours or more of that day on jury duty shall be excused from work without loss of pay per the provisions described herein.

The parties have reached tentative agreement on the following:

- ~~8.5.9.1.1 Employees who are in probationary status shall receive extended sick leave at the difference between the salary the employee receives for the position he/she is working less the cost of a substitute employee, whether or not a substitute employee is employed.~~

The parties have reached tentative agreement on the following:

8.7.1.8- School Activity Leave as set forth in section 8.12 of this Article

The parties have reached tentative agreement on the following:

8.12 School Activity Leave

Employees who are parents, guardians or grandparents who have custody of one or more children in grades K-12 may use up to 40 hours per school year to participate in school activities for their children.

Employees may use vacation, compensatory time, **personal necessity** or leave without pay for this purpose. However, no more than eight hours in any calendar month may be used and employees must give reasonable notice to their Supervisor of the planned absence for "School Activity Leave" prior to taking the time off, and such time shall be approved by the Supervisor.

If both parents of a child are employed at the same worksite, only the parent who first gives notice may qualify for the leave.

ARTICLE 9 - VACATIONS

The parties have reached tentative agreement on the following:

~~9.3~~ Sick Leave Incentive

~~9.3.1 An employee will be eligible for an additional one day of vacation for each three month period that sick leave benefits have not been used. To be eligible for this program, the employee must have a minimum balance of five earned sick days. Such sick leave must be accrued while the unit member is employed in CUSD.~~

ARTICLE 10 - HOLIDAYS

The parties have reached tentative agreement on the following:

~~10.1.1 The Floating Holiday must be used within each fiscal year and may not be accrued. Effective July 1, 2007 employees must have attained permanent status to be eligible to use their Floating Holiday.~~

ARTICLE 11 - WAGES

The parties have tentative agreement on the following:

- **Effective July 1, 2010 through June 30, 2011, unit members shall not advance on the salary schedule.**

The District have tentative agreement the following:

11.4 Longevity

Effective July 1, 1994, Step 10 was added to the Classified Salary Schedule in lieu of longevity increments. Employees who completes one (1) year on Step 6 and **are** commencing their tenth (10) year of consecutive, regular service with CUSD **is are** eligible for Step 10 which shall be 5% higher than Step 6.

In addition, effective 7/1/97, Step 15 was added to the Classified Salary Schedule. Employees who are beginning their 15th year of consecutive service are eligible for Step 15, which shall be 5% higher than Step 10 effective July 1, 2006.

Effective 7/1/98, Step 20 was added to the Classified Salary Schedule. Employees who are beginning their 20th year of consecutive service are eligible for Step 20, which shall be 2.5% higher than Step 15.

ARTICLE 16 - LAYOFF AND REEMPLOYMENT

16.1 Definitions

- 16.1.1 “Layoff” as used in this section, means any reduction in hours of employment or assignment to a classification or grade lower than that in which the employee is currently serving.
- 16.1.2 “Classification” as used in this section, means that each “position” in the classified service shall have a designated title, a specific statement of the duties required to be performed by the employees in such a position, and a regular monthly salary range. Each “classification” within the District will have any number of individual “positions” with a specific number of hours per day, hours per week, and months per year.
- 16.1.3 “Bumping” or “displacement” as used in this section, is defined as the right of an employee in a classification identified by the Board for layoff to displace employees in accordance with the provisions of 16.4.2, or in other classifications which the employee has held.
- 16.1.4 “Lower Classification” as used in this section, is defined as a classification currently placed at a lower range on the salary schedule than that of the affected employee.
- 16.1.5 “Higher Classification” as used in this section, is defined as a classification currently placed at a higher range on the salary schedule than that of the affected employee.
- 16.1.6 “Length of Service” as used in this section, is defined as date of hire in a classification.
- 16.1.7 “Seniority” as used in this section, is defined as length of service within a classification, plus higher classification.
- 16.1.8 No permanent or probationary classified employee shall be laid off or voluntarily reduced from any position while employees serving under short-term or substitute status are retained in positions of the same classification.
- 16.1.9 A short-term or substitute employee may be separated at the completion of the assignment without regard to the procedures set forth in this Article.

16.2 Reasons for Layoff

- 16.2.1 Reason(s) for layoff shall be for lack of funds and/or lack of work.
- 16.2.2 Layoff results in the elimination of a position or reduction in assigned time.
- 16.2.3 Layoffs occur as follows:
 - 16.2.3.1 When as a result of the expiration of a specially funded program, positions must be eliminated at the end of any school year, and employees will be subject to layoff for lack of funds, the employee laid off at the end of such school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and rehire rights. However, if the termination date of any specially funded program is other

than June 30, such notice shall be given not less than 45 days prior to the effective date of their layoff.

16.2.3.2 When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than 45 days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.

16.2.4 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the governing board, without the notice required by Section 16.2.3

16.3 Computation of Seniority

16.3.1 Length of service in a classification shall be the only criterion used to determine seniority.

16.3.2 In the event two or more employees in the same classification hold the same seniority date, seniority order shall be determined by lot. Drawings by lot will be observed by a CSEA representative. The lot procedure will be by mutual consent of the District and CSEA.

16.3.3 Employees must have held a position in a classification to accrue seniority.

16.3.4 If an employee is assigned to a position in a lower classification seniority accumulation for the higher class discontinues.

16.3.5 When reclassification results in the upgrade of the classification seniority date shall be the effective date of reclassification unless the District and CSEA agree otherwise writing.

16.4 Order of Layoff, Notification, Employee Rights

16.4.1 The specific positions to be eliminated or reduced shall be determined by the Board.

16.4.2 The order of layoff within the classification shall be determined by seniority. The employee who has been employed the shortest time in the classification, plus higher classifications, shall be laid off first.

16.4.3 Senior employees shall bump the least senior employees in their own classification as follows: Employees shall bump the least senior employee in the classification that has at least the same number of hours per day and months per year. In the event a bump of equal number of hours per day and months per year is not available, the employee shall bump the least senior employee in the classification that is the closest to the daily hours per day and months per year. The same standard shall hold for employees bumping into a lower classification for which they have bumping rights.

16.4.4 If a vacancy exists within the same classification, the employee affected by layoff shall be offered vacant positions based on seniority, and if possible without increasing the assigned time.

- 16.4.5 If no vacancy exists within the same classification, the employee affected by layoff from his/her present classification may bump into the classification previously held, provided sufficient seniority is held and if possible without increasing the assigned time.
- 16.4.6 Employees shall be given notice of layoff not less than 45 days prior to the effective date of layoff and informed of their displacement rights, if any, and rehire rights.
- 16.5 Rehire
- 16.5.1 The names of employees who are laid off, displaced or have hours reduced in lieu of layoff shall be placed on the rehire list for the classification from which they were laid off.
- 16.5.2 The rehire list for a classification shall be used before any other means of filling vacancies for that classification except for senior classified employees with superior statutory rights also facing layoffs. Offers to rehire shall be made first to the employee with the greatest seniority and shall be in reverse order of layoff.
- 16.5.3 Employees who are laid off are eligible for rehire for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such employees laid off have the right to participate in promotional examinations within the District during the period of 39 months.
- 16.5.4 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for rehire for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the classification shall still apply.
- 16.5.5 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall have the option of returning to a position in their former classifications or to positions with increased assignment time as vacancies become available.
- 16.5.6 When an employee on the rehire list is notified of a vacancy and fails to respond within 10 calendar days or accepts a position and fails to report for work within two calendar weeks from the date of acceptance shall be removed from the rehire list and shall forfeit all rights to which he/she would otherwise be entitled.
- 16.6 Retirement in Lieu of Layoff
- 16.6.1 Notwithstanding any other provisions of law, any employee who was subject to being, or was in fact, laid off and who elected service retirement from the Public Employee's Retirement System (PERS) shall be placed on an appropriate rehire list. The District shall notify the Board of Administration of PERS of the fact that the retirement was due to layoff. If the employee is subsequently subject to rehire and accepts, the District shall maintain the vacancy until the Board of Administration of PERS has properly processed the employee's request for reinstatement from retirement

The district shall not subcontract the work of laid off employees and shall honor all such prohibitions on subcontracting as set for in Education Code section 45103.1.

Employees subject to layoff shall be appointed to any vacancies for which they are deemed qualified by the District. Qualifications for a position may be determined through an interview and selection process. When multiple affected employees are deemed equally qualified for a position, each shall be entitled to participate in the interview and selection process.

Nothing in this article, including the definition of "layoff," shall be deemed a waiver of the right of CSEA to negotiate the impacts and effects of a decision to layoff or the decision and impacts and effects of reductions in assigned time.

Bumping into a classification with fewer assigned hours, including within a classification, shall not be considered a reduction in assigned time.

9 ½ MONTH EMPLOYEES:

Behavior Intervention Assistant	Senior IBI Assistant/Tutor
Bilingual Clerk	Speech and Language Pathologist Asst (SLPA)
Bilingual Community Services Liaison	Storekeeper/Deliver Driver (Food Services)
Bilingual Independence Facilitator	
Bilingual Inst Asst	
Bilingual Inst Asst-Preschool	
Bilingual Inst Asst-Special Education	
Bilingual Instructional Assistant - Community Education ESL	
Caregiver-Special Education	
Certified Occupational Therapist Asst (COTA)	
Elementary Library Media Technician	
Elementary School Clerk	
Food Service Elementary Cashier	
Food Service Worker	
Health Assistant	
High School Campus Supervisor	
IBI Assistant/Tutor	
Independence Facilitator-Autism	
Independence Facilitator-SpEd	
Infant/Toddler Child Care Provider	
Inst Asst-Community Ed ESL	
Inst Asst-Community Education	
Inst Asst-Computer Lab	
Inst Asst-Culinary Arts	
Inst Asst-ELD	
Inst Asst-Preschool	
Inst Asst-Science	
Inst Asst-SH Swimming	
Inst Asst-Sp Ed Preschool	
Inst Asst-Special Education	
Inst Music Assistant	
Instructional Assistant	
Intermediate Office Assistant (Elem Svcs)	
Interpreter for the Hearing Impaired	
Lead Food Service Worker I	
Lead Food Service Worker II	
Licensed Vocational Nurse	
Literacy Intervention Assistant	
Middle School Campus Supervisor	
Noon Aide	
Nursing Specialist	
Opportunity Assistant	
Preschool Resource Teacher	
Preschool Teacher	
School Clerk I	
School Secretary I (K-8)	
Sub-Total	180
Vacation	12
Total	192

10 MONTH EMPLOYEES:

High School Attendance Clerk
School Clerk I (Middle/High School)
School Clerk II
School Secretary I (K-8)
School Secretary I (Middle/High School)
School Secretary I (Comm Ed)
School Secretary II (Middle/High School)

Sub-Total	187
Vacation	13
Total	200

10 ½ MONTH EMPLOYEES:

Bilingual Elementary School Clerk
Bilingual Elementary School Office Manager
Elementary School Clerk
Elementary School Office Manager
High School Library Media Clerk
High School Library Media Technician
Middle School Library Media Technician

Sub-Total	203
Vacation	13
Total	216

10 ¾ MONTH EMPLOYEES:

Academic Advisor
Account Clerk III (Food Services)
Accounting Technician I (Preschool)
Activities Account Clerk
Alternative Education Office Manager
Bilingual Staff Secretary (LAC)
Braille Transcriber
Buyer (Food Services)
Community Education Office Manager
Head Academic Advisor
High School Office Manager
Intermediate Office Assistant (Elem Svcs/Music)
Job Technician I (SCHS)
Licensed Vocational Nurse
Middle School Office Manager
Nursing Specialist
Occupational Therapist
Research & Assessment Technician
Registrar
School Clerk I (Comm Ed)
School Secretary I (Alternative Schools)
School Secretary II
School Receptionist
Theater Manager

Sub-Total	208
Vacation	13
Total	221

12 MONTH EMPLOYEES:

Account Clerk I
Account Clerk II
Account Clerk III
Accounting Tech I
Accounting Tech II
Assistant Buyer
Attendance/Accounting Tech
Benefits Technician
Bilingual Clerk
Bilingual Intermediate Office Assistant
Bindery Worker
Blngl Inst Asst-Preschool (Full Day State Program)
Buyer (Purchasing)
Buyer/Planner
Custodian I
Custodian II
Custodian III
Custodian IV
District Receptionist
District Registrar
Early Intervention Transition Spec
Electronic Specialist
Enrollment Technician
Grounds Equipment Operator
Groundskeeper
Heat & A/C Conditioning Asst
Heating A/C & Refrigeration Tech
Heavy Equipment Operator
Info Systems Specialist I
Info Systems Specialist II
Info Systems Specialist III
Inst Asst-Preschool (Full Day State Program)
Instructional Materials Specialist
Intermediate Office Assistant
Inventory/Parts Specialist
Irrigation Specialist
Job Technician I (Career Preparation)
Job Technician II
Lead Accounting Tech
Lead Intermediate Office Assistant
Lead Programmer/Analyst
Lead Warehouse Worker (Food Svcs)
Maintenance Carpenter

Maintenance Electrician
Maintenance Locksmith
Maintenance Painter
Maintenance Planner
Maintenance Plumber
Maintenance Operations Storekeeper
Maintenance Welder
Payroll Specialist
Personnel Assistant
Pesticide Applicator Technician
Physical Therapist
Pool Maintenance Technician
Preschool Teacher (Full Day State Program)
Reprographics Technician
Research/Evaluation Analyst
Risk Management Lead
School Clerk I (Comm Ed)
Senior Staff Secretary
Special Education Legal Specialist
Staff Secretary
Storekeeper/Delivery Driver
Technology Support Spec I
Technology Support Spec II
Technology Support Spec III
Technology Support Spec IV
Training/User Support Spec
User Support Specialist
Web Master

**Orange County Department of Education
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Name of School District: Capistrano Unified School District
 Name of Bargaining Unit: CSEA
 Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2010 and ending: June 30, 2012
 (date) (date)
 The Governing Board will act upon this agreement on: September 28, 2010
 (date)

A. Proposed Change in Compensation

Compensation		Annual Cost Prior to Proposed Agreement FY 2010-11	Fiscal Impact of Proposed Agreement		
			Year 1 Increase/(Decrease) FY 2010-11	Year 2 Increase/(Decrease) FY 2011-12	Year 3 Increase/(Decrease) FY 2012-13
1	Salary Schedule (0.7%) Effective 7/01/10	\$ 56,071,400	\$ (320,460)	\$ -	\$ -
2	Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ (921,039)	\$ (921,039)	\$ (939,460)
3	Other Compensation - Furlough days	\$	\$ (1,945,063)	\$ (1,217,611)	\$ -
	Description of other compensation Assignment adjustments		\$ (700,523)	\$ (1,242,464)	\$ (813,476)
4	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.		\$ (873,816)	\$ (760,074)	\$ (394,059)
5	Health/Welfare Plans		\$ (573,400)	\$ (1,821,876)	\$ (3,177,500)
6	Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 56,071,400	\$ (5,334,301)	\$ (5,963,064)	\$ (5,324,495)
7	Total Number of Represented Employees (Use FTEs if appropriate)	1,432.00	-9.51%	-10.63%	-9.31%
8	Total Compensation Average Cost per Employee	\$ 39,156	\$ (3,725)	\$ (4,164)	\$ (3,718)
			-9.51%	-10.63%	-9.50%

9. What was the negotiated percentage decrease approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

The decrease is 0.7 percent from 7/1/10 to 6/30/11. Additionally there are between 5 and 12.5 furlough days or unpaid holidays in 10-11 and 5 and 6.5 furlough days in 2011-12 depending on the employee's work calendar.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

A freeze in step movement will be implemented for one full year effective September 1, 2010 until August 31, 2011

11. Please include comments and explanations as necessary.

Additional salary reductions adding up to 1.53% in 2010-11 result from work calendar adjustments and work hour adjustments that will be partially implemented in 2010-11 and fully implemented in 2011-12

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

The plans are capped at the 2010 calendar year rates. The effective date of the cap is January 1st, 2011.

B. Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Mutually agreed upon adjustments to contract language including limited mediation for grievances and restoration language

C. What are the specific impacts on instructional and support programs to accommodate the settlement?

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

There are no specific impacts on instructional and support programs in order to accommodate the settlement.

D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

1. Limited reopeners in 2011-12

E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

The agreement will decrease "deficit spending" (as defined above) in the current year and in future years. The district projected a deficit of \$5.5 million in 10-11 before this settlement. This deficit will now be eliminated once other budget adjustments are made at first interim.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

G. Source of Funding for Proposed Agreement

1. Current Year

N/A Since the settlement is a decrease there are no increased obligations.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

N/A

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A Since the settlement is a decrease there are no increased obligations.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund CSEA				
Enter Bargaining Unit:				
	Column 1 Latest Board- Approved Budget Before Settlement (Revised Budget)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 249,817,746	\$ -	\$ -	\$ 249,817,746
Remaining Revenues (8100-8799)	\$ 97,159,478	\$ -	\$ -	\$ 97,159,478
TOTAL REVENUES	\$ 346,977,224	\$ -	\$ -	\$ 346,977,224
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 185,962,543	\$ -	\$ -	\$ 185,962,543
Classified Salaries (2000-2999)	\$ 56,645,677	\$ (3,887,084)	\$ -	\$ 52,758,593
Employee Benefits (3000-3999)	\$ 72,943,233	\$ (1,447,217)	\$ -	\$ 71,496,016
Books and Supplies (4000-4999)	\$ 17,797,629	\$ -	\$ -	\$ 17,797,629
Services, Other Operating Expenses (5000-5999)	\$ 26,021,750	\$ -	\$ -	\$ 26,021,750
Capital Outlay (6000-6599)	\$ 40,229	\$ -	\$ -	\$ 40,229
Other Outgo (7100-7299) (7400-7499)	\$ 9,842,273	\$ -	\$ -	\$ 9,842,273
Direct Support/Indirect Cost (7300-7399)	\$ (565,394)	\$ -	\$ -	\$ (565,394)
Other Adjustments				
TOTAL EXPENDITURES	\$ 368,687,940	\$ (5,334,301)	\$ -	\$ 363,353,639
OPERATING SURPLUS (DEFICIT)	\$ (21,710,716)	\$ 5,334,301	\$ -	\$ (16,376,415)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 2,758,297	\$ -	\$ -	\$ 2,758,297
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (18,952,419)	\$ 5,334,301	\$ -	\$ (13,618,118)
BEGINNING BALANCE	\$ 25,676,334			\$ 25,676,334
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 6,723,915	\$ 5,334,301	\$ -	\$ 12,058,216
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	\$ 325,000	\$ -	\$ -	\$ 325,000
Reserved for Economic Uncertainties (9770)	\$ 1,841,121	\$ 5,334,301	\$ -	\$ 7,175,422
Designated Amounts (9775-9780)	\$ 4,557,794	\$ -	\$ -	\$ 4,557,794
Unappropriated Amount - Unrestricted (9790)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount - Restricted (9790)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties Percentage	0.50%			1.97%

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit:

CSEA

	2010-11	2011-12	2012-13
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 249,817,746	\$ 255,277,836	\$ 261,672,240
Remaining Revenues (8100-8799)	\$ 97,159,478	\$ 93,021,787	\$ 83,745,098
TOTAL REVENUES	\$ 346,977,224	\$ 348,299,623	\$ 345,417,338
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 185,962,543	\$ 189,680,910	\$ 191,317,668
Classified Salaries (2000-2999)	\$ 52,758,593	\$ 55,408,875	\$ 57,926,630
Employee Benefits (3000-3999)	\$ 71,496,016	\$ 71,810,612	\$ 71,945,959
Books and Supplies (4000-4999)	\$ 17,797,629	\$ 9,875,043	\$ 8,950,893
Services, Other Operating Expenses (5000-5999)	\$ 26,021,750	\$ 26,104,176	\$ 27,107,701
Capital Outlay (6000-6999)	\$ 40,229	\$ 1,000	\$ 1,000
Other Outgo (7100-7299) (7400-7499)	\$ 9,842,273	\$ 9,651,953	\$ 9,834,412
Direct Support/Indirect Cost (7300-7399)	\$ (565,394)	\$ (572,202)	\$ (614,703)
Other Adjustments-Additional Cuts Needed			
TOTAL EXPENDITURES	\$ 363,353,639	\$ 361,960,367	\$ 366,469,560
OPERATING SURPLUS (DEFICIT)	\$ (16,376,415)	\$ (13,660,744)	\$ (21,052,222)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 2,758,297	\$ 2,639,278	\$ 2,486,268
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (13,618,118)	\$ (11,021,466)	\$ (18,565,954)
BEGINNING BALANCE	\$ 25,676,334	\$ 12,058,216	\$ 1,036,750
CURRENT-YEAR ENDING BALANCE	\$ 12,058,216	\$ 1,036,750	\$ (17,529,204)
COMPONENTS OF ENDING BALANCE:			
Reserved Amounts (9711-9740)	\$ 325,000	\$ 325,000	\$ 325,000
Reserved for Economic Uncertainties - Unrestricted (9770)	\$ 7,175,422	\$ (3,117,906)	\$ (21,683,860)
Reserved for Economic Uncertainties - Restricted (9770)	\$ -	\$ -	\$ -
Board Designated Amounts (9775-9780)	\$ 4,557,794	\$ 3,829,656	\$ 3,829,656
Unappropriated Amounts - Unrestricted (9790)	\$ -	\$ -	\$ -
Unappropriated Amounts - Restricted (9790)	\$ -	\$ -	\$ -

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2010-11	2011-12	2012-13
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 363,353,639	\$ 361,960,367	\$ 366,469,560
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 7,267,073	\$ 7,239,207	\$ 7,329,391

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 7,175,422	\$ (3,117,906)	\$ (21,683,860)
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
g.	Total Available Reserves	\$ 7,175,422	\$ (3,117,906)	\$ (21,683,860)
h.	Reserve for Economic Uncertainties Percentage	1.97%	-0.86%	-5.92%

3. Do unrestricted reserves meet the state minimum reserve amount?

2010-11	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2011-12	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2012-13	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

4. If no, how do you plan to restore your reserves?

For 10-11 budget revisions will be made at first interim which will bring CUSD up to a 2% reserve level. For 11-12 and beyond necessary reductions will be made.

L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Capistrano Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Capistrano Unified Education Association Bargaining Unit, during the term of the agreement from July 1, 2010 to June 30, 2012.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:		Budget Adjustment Increase (Decrease)
Expenditures/Other Financing Uses		\$ (5,334,301)
Ending Balance Increase (Increase)		\$ 5,334,301
Expenditures/Other Financing Uses		N/A
Ending Balance Increase (Increase)		N/A

District Superintendent
(Signature)

Date

Chief Business Officer
(Signature)

Date

M. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

Date

President or Clerk of Governing Board
(Signature)

Date

Ronald N. Lebs
Contact Person

(949) 234 9214
Phone