

SPECIAL MEETING

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES**

33122 Valle Road
San Juan Capistrano, CA 92675

October 26, 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, Student Advisor

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CLOSED SESSION COMMENTS

CLOSED SESSION

5:30 p.m.

REPORT ON CLOSED SESSION ACTION

BOARD AND SUPERINTENDENT COMMENTS

PUBLIC COMMENTS TO AGENDA ITEMS ONLY

PUBLIC HEARING: Agenda Item #3 – Romero Bill/Open Enrollment Act Waiver Request

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 §35146 and Government Code §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 October 12, 2010,
Regular Board Meeting.
(Supporting Information)
Contact: Jane Boos, Manager, Board Office Operations

1

BUSINESS & SUPPORT SERVICES

2. CONSULTING AGREEMENTS: Approval, Consulting Agreements.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

9

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Larson Ishii _____

Trustee Addonizio _____

Trustee Brick _____

Trustee Christensen _____

Trustee Palazzo _____

Trustee Lopez-Maddox _____

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

3. ROMERO BILL/OPEN ENROLLMENT ACT WAIVER REQUEST–
PUBLIC HEARING: Consideration and approval, Waivers for Wood Canyon and Las Palmas elementary schools to remove these schools from participation in the sanctions of the Romero Bill/Open Enrollment Act.
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services

DISCUSSION/

ACTION

Vote _____

Page 15

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Larson Ishii _____

Trustee Addonizio _____

Trustee Brick _____

Trustee Christensen _____

Trustee Palazzo _____

Trustee Lopez-Maddox _____

Trustee Winsten _____

Trustee Bryson _____

4. **CLASSIFIED LAYOFF/REDUCTIONS – NON-MANAGEMENT EMPLOYEES:** Consideration and approval, Resolution No. 1011-29, Classified Layoff /Reductions of Non-management Employees.
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

DISCUSSION/
ACTION
Vote ____
Page 31

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Larson Ishii _____

Trustee Addonizio _____

Trustee Brick _____

Trustee Christensen _____

Trustee Palazzo _____

Trustee Lopez-Maddox _____

Trustee Winsten _____

Trustee Bryson _____

5. **SPECIAL EDUCATION MEMORANDUM OF UNDERSTANDING WITH JOURNEY CHARTER SCHOOL:** Consideration and approval, Journey Charter School Special Education Memorandum of Understanding.
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services

DISCUSSION/
ACTION
Vote ____
Page 41

Motion by _____ Seconded by _____

V. ADJOURNMENT

THE NEXT REGULAR MEETING OF THE GOVERNING BOARD WILL BE HELD ON TUESDAY, NOVEMBER 9, 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

6. Closed Session (as authorized by law)

A. CONFERENCE WITH LEGAL COUNSEL–EXISTING LITIGATION

Superior Court of the State of California

County of Orange

Case No. 00300788

Whispering Hills LLC v. Capistrano Unified School District

(Pursuant to Government Code §54956.9(a))

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
OCTOBER 12, 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 (two cases); discuss student expulsions (two cases); discuss CSEA/CUEA/Teamster 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 Brick.

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 Addonizio, 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 #31 A-1 – Conference with Legal Counsel – Existing Litigation: Whispering Hills LLC v. Capistrano Unified School District. No action was taken.

Agenda Item #31 A-2 - Conference with Legal Counsel – Existing Litigation: CUEA v. CUSD. No action was taken.

Agenda Item #31 B-1 through B-2 – Student Expulsions: The Board voted by a 7-0 vote to expel the following students by stipulated agreement: Case #2011-001 and #2011-006.

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

Agenda Item 31 C – CSEA/CUEA/Teamsters Negotiations: No action was taken.

Agenda Item 31 D – Public Employee Discipline/Dismissal/Release: No action was taken.

Agenda Item 31 E – Public Employee Appointment/Employment— Administrative Assignment:

The Board voted by a 7-0 vote to approve the appointment of Jeff Jones, Principal, Newhart Middle School.

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

The following schools received special District recognition:

**Special
Recognition**

R. H. Dana Elementary for being named a National Blue Ribbon School. Serra High School, Tesoro High School, Marco Forster Middle School, and San Juan Elementary School for growth in their API scores.

Student Body President Larson Ishii from Capistrano Valley High School presented a report on activities taking place at the high school.

**Student Body
Report**

Trustee Palazzo reported that she is happy that former teacher Bob McCarroll will be substituting in the San Clemente High School Auto Academy class until a permanent teacher is hired. Trustee Palazzo shared that she had attended the October 8th GRIP meeting, organized by Mike Beekman, and was very impressed by the program and proud of Principals Sylvia Pule, Eric Gruenewald, Peggy Baerst, and Carrie Bertini who spoke before distinguished guests from the District Attorney's office and law enforcement. Trustee Palazzo commented that she attended Serra High School's Back-to-School night and the classrooms were very warm due to the lack of air conditioning in the school. Trustee Palazzo stated she had asked for and received a report from Dr. Farley showing which classrooms need air conditioning. Trustee Palazzo requested that staff redo a report, previously given to Trustees following the June 29, 2010, Board meeting, reflecting the adjustments to the ACE times at Kinoshita, R. H. Dana, and San Juan elementary schools but missing the start and dismissal time attachment mentioned in the report. She also requested that staff answer her question regarding if schools can decrease instructional time without Board approval.

**Board and
Superintendent
Comments**

President Bryson commented that she is continuing her tour of schools and meeting one on one with principals. President Bryson remarked that she had recently toured Marco Foster Middle School with Principal Carrie Bertini. President Bryson praised Principal Bertini for her quick decision-making ability demonstrated when she observed an incident on the playground while talking with President Bryson.

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:

- *Jeanie McLean and W. J. McLean requested that the Board remove a teacher at Don Juan Avila Elementary School from the classroom based on information in the letters from parents given to Trustees by Mrs. McLean.*
- *Kris Vroom shared information regarding the \$250,000 grant from the Pepsi Refresh Project for technology that Dana Hills High School is competing for and asked Trustees to participate by voting daily online during the month of October.*

Trustee Winsten responded to the speakers on the teacher issue that he was concerned about what he was reading in the letters and directed Dr. Farley to follow up with the parents.

President Bryson asked Trustees for items they wished to pull from the Consent Calendar. Trustee Palazzo pulled Agenda Items #2, #3, #4, #5, #9, #17, and #19.

**Items Pulled from
the Consent
Calendar**

CONSENT CALENDAR

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

Minutes of the September 28, 2010, special Board meeting.	Minutes Agenda Item 1
Non-public school and agency contracts.	Special Education Agenda Item 6
Readmission of students from expulsion: Case #2009-048, #2009-064, #2009-073, #2009-114, #2009-127, #2009-134, #2009-135, #2009-149, #2010-031, and #2010-068.	Expulsion Readmissions Agenda Item 7
Petition to waive California Education Code Section 60851(a) and Board Policy 6162.52 – California High School Exit Examination: Case #1011-001 through #1011-007.	California High School Exit Exam Agenda Item 8
Donations of funds and equipment.	Donations Agenda Item 10
Authorization to utilize Contract No. 3-10-70-2039d, Cisco Auto Distribution, Internet Encryption and Firewall, LanWan Wireless Network, Network Component, State of California Multiple Award Schedule – Fusionstorm.	State of California Multiple Award Schedule Agenda Item 11
Denial of Breach of Contract claim.	Breach of Contract Agenda Item 12
Acceptance and Notice of Completion Bid No. 0607-11, Food Service Freezer – Financial Pacific Insurance Company.	Food Service Freezer Agenda Item 13
Agreement for audit services – Vavrinek, Trine, Day & Co., LLP.	Audit Services Agenda Item 14
Authorization to sell obsolete and unusable miscellaneous District materials.	Obsolete Materials Agenda Item 15
Resignations, retirements, and employment of classified personnel.	Resignations/ Retirements/ Employment (Classified Personnel) Agenda Item 16
Annual inspection report required by the Williams Settlement Legislation for the 2009-2010 school year.	Williams Settlement Legislation Agenda Item 18
Authorization of coaches to provide first semester physical education credit.	Coaches Agenda Item 20
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 Palazzo who stated she would address items #2, #3, #4, and #5 all at once. Trustee Palazzo is concerned that these items were signed by the Assistance League on August 26, 2010, but were just being brought forward for Board approval in October. Trustee Palazzo requested that staff develop a template to ensure that organizations such as the Assistance League were following the District's Board Policy on volunteering and attach the completed form to future Board items.	Assistance League Contract Agenda Item 2

It was moved by Trustee Palazzo, seconded by Trustee Addonizio, and motion carried by a 7-0 vote to approve Resolution No. 1011-24, 2010-2011 Assistance League Contract for Operation School Bell.

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

It was moved by Trustee Palazzo, seconded by Trustee Addonizio, and motion carried by a 7-0 vote to approve Resolution No. 1011-25, 2010-2011 Assistance League Contract for Kids on the Block.

**Assistance League Contract
Agenda Item 3**

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

It was moved by Trustee Addonizio, seconded by Trustee Palazzo, and motion carried by a 7-0 vote to approve Resolution No. 1011-26, 2010-2011 Assistance League Contract for Hands on Literacy Program.

**Assistance League Contract
Agenda Item 4**

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

It was moved by Trustee Addonizio, seconded by Trustee Palazzo, and motion carried by a 7-0 vote to approve Resolution No. 1011-27, 2010-2011 Assistance League Contract for Links to Learning.

**Assistance League Contract
Agenda Item 5**

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 Palazzo who asked staff to provide Trustees with backup information on the \$170 paid to C.A.S.H., \$639 paid to The Capistrano Dispatch, and \$896 paid to Handwriting Without Tears. Trustee Palazzo directed staff to provide a report to answer the following questions regarding the Handwriting Without Tears program:

**Purchase Orders/
Warrants/
Consulting
Agreements
Agenda Item 9**

1. When did the Board vote to cut this program from the budget?
2. Which schools are still using this program and how much money has been spent on this program since it was discontinued?
3. Why is the District still paying for a program that the Board approved to be eliminated?

It was moved by Trustee Palazzo, seconded by Trustee Addonizio, and motion carried by a 7-0 vote to approve Purchase Orders, Warrants, and Consulting Agreements as listed.

President Bryson recognized Trustee Palazzo who requested staff provide information concerning 6/5th positions this year in comparison to 6/5th positions last year.

**Resignations/
Retirements/
Employment
(Certificated
Personnel)**
Agenda Item 17

It was moved by Trustee Palazzo, seconded by Trustee Addonizio, and motion carried by a 7-0 vote to approve resignations, retirements, and employment of certificated personnel.

President Bryson recognized Trustee Palazzo who questioned staff why this agreement was signed on July 1, 2010, but did not come before the Board for approval until the October meeting.

**Student Teaching
Agreement**
Agenda Item 19

It was moved by Trustee Palazzo, seconded by Trustee Addonizio, and motion carried by a 7-0 vote to approve the student teaching agreement with California State University, Fullerton.

DISCUSSION/ACTION

President Bryson recognized Principal Beverly deNicola, who in turn introduced Brooke Beahm, Coordinator of Community Education to present this item. Mrs. deNicola and Mrs. Beahm provided Trustees with an update on the classes and programs offered through Community Education. Mrs. Beahm shared that Community Education was a profitable, self-supporting, fee-based program in its 7th year of providing enrichment classes to more than 18,000 students. Mrs. deNicola shared that Community Education provides approximately \$300,000 to \$400,000 to the general fund per year.

**Community
Education**
Agenda Item 21

President Bryson announced the Public Hearing open at 7:58 p.m. regarding the approval of Resolution No. 1011-23, entitled "Resolution of the Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills), Continuing Public Hearing for Consideration of Request to Alter the Rate and Method of Apportionment and Reduce the Levy of Special Taxes Within Community Facilities District No. 2005-1 of the Capistrano Unified School District." There being no speakers to address the Board, President Bryson recognized Deputy Superintendent Ron Lebs who asked the Board to continue this Public Hearing to the December 7, 2010, Board meeting.

**Public Hearing:
CFD 2005-1**
Agenda Item 22

It was moved by Trustee Brick, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to approve Resolution No. 1011-23, entitled "Resolution of the Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills), Continuing Public Hearing for Consideration of Request to Alter the Rate and Method of Apportionment and Reduce the Levy of Special Taxes Within Community Facilities District No. 2005-1 of the Capistrano Unified School District."
(Trustee Lopez-Maddox was away from the dais when the vote was taken.)

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

President Bryson announced the Public Hearing open at 8:01 p.m. regarding the approval of Resolution No. 1011-22, adopting a Mitigated Negative Declaration/Initial Study for the Dana Hills High School Performing Arts Facility.

**DHHS Performing
Arts Facility**
Agenda Item 23

President Bryson recognized the following speakers to address the Board:

- *Alan Wickstrom spoke in support of the Dana Hills High School Performing Arts Facility.*
- *Kyle Butterwick spoke on behalf of the City of Dana Point and stated the city had concerns they would like resolved before Trustees approve adopting the Mitigated Negative Declaration/Initial Study for the Dana Hills High School Performing Arts Facility.*
- *Martha McNicholas thanked staff for the community meetings on this project and encouraged Trustees to support the Dana Hills High School Performing Arts Facility.*

President Bryson declared the Public Hearing closed at 8:07 p.m.

Following discussion, it was moved by Trustee Winsten, seconded by Trustee Lopez-Maddox, and motion carried by a 4-3 vote to approve continuing discussion of Resolution No. 1011-22, adopting a Mitigated Negative Declaration/Initial Study for the Dana Hills High School Performing Arts Facility to the November 9, 2010, regular Board meeting.

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

President Bryson recognized the following speaker to address the Board:

- *Gail Benda shared her concerns regarding releasing the charter school from the CUSD SELPA because of possible liability issues.*

**Capistrano
Connections
Academy Charter
School
Agenda Item 24**

Trustee Winsten asked Assistant Superintendent Julie Hatchel her opinion regarding the risks to the District. Mrs. Hatchel explained that releasing Capistrano Connections Academy from CUSD SELPA is beneficial for the District. Mrs. Hatchel added that upon Board approval, official separation of the Capistrano Connections Academy Charter School from CUSD SELPA occurs when final notification is received from CDE to accept the changes in the Capistrano Connections Academy SELPA designation and funding is redirected to Tulare County SELPA.

It was moved by Trustee Addonizio, seconded by Trustee Lopez-Maddox, and carried unanimously to approve the release of Capistrano Connections Academy Charter School from CUSD SELPA as a school for the District for special education.

President Bryson announced the Public Hearing open at 9:07 p.m. regarding the approval of Resolution No. 1011-28, Statement of Assurance for the Instructional Materials Funding Realignment Program. There being no speakers to address the Board, President Bryson declared the Public Hearing closed at 9:08 p.m.

**Instructional
Materials Funding
Realignment
Program
Agenda Item 25**

It was moved by Trustee Addonizio, seconded by Trustee Palazzo, and motion carried by a 7-0 vote to approve Resolution No. 1011-28, Statement of Assurance for the Instructional Materials Funding Realignment Program.

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

Trustee Palazzo requested that this item be brought back to the November 9, 2010, regular Board meeting.

**Annual Progress
Report
Agenda Item 26**

President Bryson recognized Assistant Superintendent Julie Hatchel who explained that this San Clemente High School pilot course would be a new physical education elective called Skateboarding. The City of San Clemente, in partnership with the school, has worked to provide the off-campus skateboarding facility. If approved, Mrs. Hatchel stated she will provide Trustees with a course progress update two months after the program starts and bring the course back to the Board for consideration at the end of the school year.

**High School Pilot
Course
Agenda Item 27**

Trustee Palazzo requested staff provide Trustees with written information from ASCIP concerning the skateboard class and Trustee Bryson asked staff to provide a report on the amount of money the District has spent on repairing damage at school sites caused by skateboarders.

Following discussion, it was moved by Trustee Winsten, seconded by Trustee Christensen, and motion carried by a 4-3 vote to approve piloting the Skateboarding course during the 2010-2011 school year at San Clemente High School.

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

President Bryson recognized Assistant Superintendent Jodee Brentlinger who 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.

**Board Policy
Revision
Agenda Item 28**

It was moved by Trustee Palazzo, seconded by Trustee Addonizio, and carried unanimously to approve Board Policy 4313, *Management/Supervisory and Confidential Service Days*.

It was moved by Trustee Lopez-Maddox, seconded by Trustee Addonizio, and carried unanimously to approve Board Policy 6161.2, *Damaged or Lost Instructional Materials*.

**Board Policy
Revision
Agenda Item 29**

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 remarked that two projects have been closed with certification since the last meeting and that the Dana Hills High School gymnasium project is complete.

**Division of State
Architect (DSA)
Agenda Item 30**

President Bryson adjourned the meeting at 9:29 p.m.

Board Clerk

Secretary, Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

October 26, 2010

TO: Joseph M. Farley, Superintendent
FROM: Ron Lebs, Deputy Superintendent, Business & Support Services
SUBJECT: **CONSULTING AGREEMENTS**

BACKGROUND INFORMATION

Consulting agreements have been processed in accordance with the rules and regulations of the Board of Trustees (Board Policies 3300, 3310, and 4126) and applicable legal requirements of the State of California.

CURRENT CONSIDERATIONS

This agenda item requests the Board approve the attached list of consulting agreements (Exhibit A).

FINANCIAL IMPLICATIONS

The financial implications of the consulting agreements have previously been authorized as part of the District's budget approval process.

STAFF RECOMMENDATION

It is recommended the Board approve the consulting agreements.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

October 26, 2010

CONSULTANT AGREEMENT LISTING FOR PREVIOUSLY APPROVED CONSULTANTS (FOR INFORMATION ONLY)

CONTRACT NO.	NAME	AMOUNT	START DATE	END DATE	SERVICES	FUNDING SOURCE
I1011068	KOCE TV Foundation	\$35,195	9/1/2010	8/31/2011	Television broadcasting and consulting services to provide Discovery Streaming for 35 CUSD schools	General Fund
I1011069	Leisure Care Nurses Registry	\$3,230	11/15/2010	6/30/2011	Health services from a certified licensed vocational nurse to students from Ladera Ranch Elementary School while attending science camp	Gift
I1011012	Language Network	\$3,000 *	7/1/2010	6/30/2011	Additional funds for foreign language translation and interpreting at Special Education Individualized Education Program meetings	General Fund
I1011070	Creative Gymnastics	\$15,000	9/8/2010	6/30/2011	Physical education and sports training at Oso Grande Elementary School	PTA
I1011044	Deafinitely Professional Interpreting Services	\$620 *	7/1/2010	6/30/2011	Additional interpretation services	General Fund
I1011054	Elizabeth Jimenez DBA GEMAS Consulting	\$45,000 *	8/25/2010	6/30/2011	Professional development and coaching to teachers and administrators on how to best use instructional practice for English learners as required by Program Improvement set-aside Title 1 funding	General Fund

Contract documents are on file in the Purchasing Department.

Contract number indicates fiscal year.

* Amendment to increase original contract dollar amount to provide further service.

** Amendment to increase term of contract.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

October 26, 2010

CONSULTANT AGREEMENT LISTING FOR PREVIOUSLY APPROVED CONSULTANTS (FOR INFORMATION ONLY)

CONTRACT NO.	NAME	AMOUNT	START DATE	END DATE	SERVICES	FUNDING SOURCE
I1011008	California Weekly Explorer, Inc.	\$1,220 *	7/1/2010	6/30/2011	Additional services for historical science assembly at Canyon Vista Elementary School	PTA
I1011008	California Weekly Explorer, Inc.	\$1,670 *	7/1/2010	6/30/2011	Additional services for historical science assembly at Ladera Ranch Elementary School	Gift
I1011008	California Weekly Explorer, Inc.	\$1,670 *	7/1/2010	6/30/2011	Additional services for historical science assembly at Oso Grande Elementary School	Gift
I1011020	Art Masters, Inc.	\$4,698 *	7/1/2010	6/30/2011	Additional services for art instructional program at Hidden Hills Elementary School	Gift
I1011022	YMCA of Orange County	\$26,600 *	9/8/2010	6/30/2011	Additional services for After School Education & Safety (ASES) program at R.H. Dana Elementary School	Prop 49
I1011071	YMCA of Orange County	\$106,000	11/1/2010	6/30/2011	After School Education & Safety Grant (ASES) at Viejo Elementary School	General Fund

Contract documents are on file in the Purchasing Department.

Contract number indicates fiscal year.

*Amendment to increase original contract dollar amount to provide further service.

**Amendment to increase term of contract.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

October 26, 2010

CONSULTANT AGREEMENT LISTING FOR PREVIOUSLY APPROVED CONSULTANTS (FOR INFORMATION ONLY)

CONTRACT NO.	NAME	AMOUNT	START DATE	END DATE	SERVICES	FUNDING SOURCE
Vendors Contract	School Innovations & Advocacy, Inc.	\$38,000 *	7/1/2009	6/30/2011	This was an amendment to increase the original amount for filing mandated cost claims	General Fund
C1011074	Vavrinek Trine Day & Co. LLP	\$80,000**	10/27/2010	12/31/2013	Independent annual District audits per RFP No. 2-0708 for 2010/2011	General Fund
I1011073	Newport Language & Speech Centers, Inc.	\$17,280 **	10/4/2010	6/30/2011	Speech Language pathology services to CUSD students	General Fund
C1011075	Luce, Forward, Hamilton & Scripps LLP	\$400,000	7/1/2010	6/30/2011	General legal services for the 2010-2011 fiscal year relating to ongoing litigation and related costs	CFD 2005-1
C1011076	EdenCo	\$155.00 Per Hour	9/29/2010	6/30/2011	Owner/rep and facilities consultant for major District construction projects	CFD 87-1 Mission Viejo & Aliso Viejo/CFD-98-1 Ladera

EXHIBIT A
(3 of 3)

Contract documents are on file in the Purchasing Department.

Contract number indicates fiscal year.

* Amendment to increase original contract dollar amount to provide further service.

** Amendment to increase term of contract.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

October 26, 2010

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: ROMERO BILL/OPEN ENROLLMENT ACT WAIVER REQUEST

BACKGROUND INFORMATION

Senate Bill SBX5-4, referred to as the Romero Bill/Open Enrollment Act, requires the State Superintendent of Public Instruction to compile a list of California's 1,000 "low achieving" schools according to Academic Performance Index (API) scores. Students attending schools on this list are granted the right to transfer out of the district, although districts are encouraged to provide in-district transfer options as well.

The following CUSD schools were identified as low achieving according to these standards in the 2010-2011 school year, based on 2009 API scores: Del Obispo, Kinoshita, Las Palmas, San Juan and Viejo.

The following CUSD schools have been identified as low achieving according to these standards for the 2011-2012 school year, based on 2010 API scores: Kinoshita, Las Palmas, San Juan, Viejo and Wood Canyon. It should be noted that the provisions of the Romero Bill/Open Enrollment Act give districts a one-year preparation period to facilitate moving students from identified schools upon parent request. The one-year preparation time was not available for the current school year, 2010-2011.

In constructing the list of 1,000 schools, no local educational agency can have more than ten percent of its schools deemed as open enrollment/low achieving schools. As a result, schools with an API at or close to 800 were included on the list. Due to the unintended consequences of this legislation, many districts have raised questions regarding specific schools included on the list.

The California Department of Education recently announced a waiver process for high achieving schools that were placed on the list of 1,000. The waiver allows school sites to be excluded from the open enrollment/low achieving list and the option to transfer out of the district. The waiver would apply to Wood Canyon Elementary School, which has a 2010 API score of 802, and Las Palmas Elementary School, which has a 2010 API score of 785.

APPROVAL: ROMERO BILL/OPEN ENROLLMENT ACT WAIVER REQUEST

October 26, 2010

Page 2

CDE agreed to extend its original deadline for such waivers of October 22 to October 27 to give CUSD additional time to complete waivers, conduct a public hearing on the matter and to seek Board approval at its meeting on October 26.

The District is seeking a general waiver request of Education Code §48352, excluding Wood Canyon and Las Palmas from the low achieving schools lists. In order to apply for a waiver, the following conditions must be met:

- A public hearing must be conducted before the Board of Trustees
- The District must consult with the collective bargaining unit to support the waiver application
- The School Site Councils at the impacted schools must approve the waiver applications, and;
- The Board of Trustees must approve the waiver application

As further background on the inappropriate inclusion of Las Palmas Elementary on the list of 1,000, in 2009 it was recognized for having the highest API growth of elementary schools in Orange County. Over the past two years, Las Palmas has grown from an API of 718 to 785. Currently, there are 2,080 elementary schools in California meeting Romero Bill Requirements that have an API less than 785. Las Palmas is a dual immersion language academy where language arts is not formally taught in English until 2nd grade.

Similarly, in September 2007, Foxborough Elementary merged into Wood Canyon Elementary. At the time of the merge, Foxborough had an API of 777. Since that time, Wood Canyon's API has risen to 802, which is above the state benchmark of 800. There are currently 2,501 schools meeting Romero Bill Requirements that have an API less than 802.

CURRENT CONSIDERATIONS

This agenda item provides to the Board for its consideration waivers for Wood Canyon Elementary (Exhibit A and Attachment A) and Las Palmas Elementary (Exhibit B and Attachment B) to remove these schools from participation in the sanctions of the Romero Bill/Open Enrollment Act.

The Romero Bill/Open Enrollment Act will not impact the District's Open Enrollment policy. The District will continue to provide families the opportunity to seek enrollment to "schools of choice" within the District. Additionally, the Romero Bill/Open Enrollment Act will not impact the No Child Left Behind Act (NCLB). Because Las Palmas remains a Program Improvement (PI) school under NCLB, students will still have the right to transfer to PI receiving schools until the school exits PI status.

FINANCIAL IMPLICATIONS

Without the approval of these waivers, there could be a loss of ADA-related income due to the loss of students to other districts.

STAFF RECOMMENDATION

Following a public hearing, it is recommended the Board of Trustees approve the General Waiver Requests to waive Education Code §48352, excluding Las Palmas Elementary from the 2010-2011 and 2011-2012 lists of low achieving schools, and Wood Canyon Elementary from the 2011-2012 list of low achieving schools.

GENERAL WAIVER REQUEST

GW-1 (Rev. 10-2-09)

<http://www.cde.ca.gov/re/lr/wr/>**EXHIBIT A****First Time Waiver:** X**Renewal Waiver:**

Send Original plus one copy to:
 Waiver Office, California Department of Education
 1430 N Street, Suite 5602
 Sacramento, CA 95814

Send Electronic copy in **Word** and
 back-up material to: waiver@cde.ca.gov

CD CODE					
3	0	6	6	4	4

Local educational agency: Capistrano Unified School District		Contact name and Title: Julie Hatchel, Asst. Supt. Education		Contact person's e-mail address: jhatchel@capousd.org	
Address: (City) (State) (ZIP) 33122 Valle Road San Juan Capistrano, CA 92675		Phone (and extension, if necessary): (949) 234-9229 Fax Number: (949) 489-0467			
Period of request: (month/day/year) From: 7/1/09 To: 6/30/11		Local board approval date: (Required) October 26, 2010		Date of public hearing: (Required) October 26, 2010	
LEGAL CRITERIA					
1. Under the general waiver authority of <i>Education Code</i> 33050-33053, the particular <i>Education Code</i> or <i>California Code of Regulations</i> section(s) to be waived (number): 48350-48361 Circle One: <u>EC</u> or CCR Topic of the waiver: Open Enrollment Act					
2. If this is a renewal of a previously approved waiver, please list Waiver Number: N/A and date of SBE Approval _____ Renewals of waivers must be submitted two months before the active waiver expires.					
3. Collective bargaining unit information. Does the district have any employee bargaining units? <u> </u> No <u> X </u> Yes If yes, please complete required information below: Bargaining unit(s) consulted on date(s): 10/18/10 Name of bargaining unit and representative(s) consulted: Capistrano Unified Education Association, Vicki Soderberg, President The position(s) of the bargaining unit(s): <u> </u> Neutral <u> X </u> Support <u> </u> Oppose (<i>Please specify why</i>) Comments (if appropriate):					
4. Public hearing requirement: A public hearing is not simply a board meeting, but a properly noticed public hearing held during a board meeting at which time the public may testify on the waiver proposal. Distribution of local board agenda does not constitute notice of a public hearing. Acceptable ways to advertise include: (1) print a notice that includes the time, date, location, and subject of the hearing in a newspaper of general circulation; or (2) in small school districts, post a formal notice at each school and three public places in the district. How was the required public hearing advertised? <u> X </u> Notice in a newspaper <u> X </u> Notice posted at each school <u> X </u> Other: (<i>Please specify</i>) Message sent to community					

CALIFORNIA DEPARTMENT OF EDUCATION
GENERAL WAIVER REQUEST
GW-1 (10-2-09)

5. *Education Code or California Code of Regulations* section to be waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law, or those exact phrases requested to be waived (use a **strike out key**).

(a) ~~"Low-achieving school" means any school identified by the Superintendent pursuant to the following:~~

~~—(1) Excluding the schools, and taking into account the impact of the criteria in paragraph (2), the Superintendent annually shall create a list of 1,000 schools ranked by increasing API with the same ratio of elementary, middle, and high schools as existed in decile 1 in the 2008-09 school year.~~

~~—(2) In constructing the list of 1,000 schools each year, the Superintendent shall ensure each of the following:~~

~~—(A) A local educational agency shall not have more than 10 percent of its schools on the list. However, if the number of schools in a local educational agency is not evenly divisible by 10, the Superintendent shall round up to the next whole number of schools.~~

~~—(B) Court, community, or community day schools shall not be included on the list.~~

~~—(C) Charter schools shall not be included on the list.~~

(b) "Parent" means the natural or adoptive parent or guardian of a dependent child.

(c) "School district of enrollment" means a school district other than the school district in which the parent of a pupil resides, but in which the parent of the pupil nevertheless intends to enroll the pupil pursuant to this article.

(d) "School district of residence" means a school district in which the parent of a pupil resides and in which the pupil would otherwise be required to enroll pursuant to Section 48200.

6. Desired outcome/rationale. Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations. If more space is needed, please attach additional pages.

Approval of this waiver will minimize disruption to the educational program, allow consistency at the school, and recognize that Wood Canyon meets the state benchmark of achieving an 800 Academic Performance Index.

Three years ago, Foxborough Elementary merged into one school at Wood Canyon Elementary. The newly reconstituted Wood Canyon Elementary absorbed students from Foxborough, with a significantly lower API at 777. Since that time, Wood Canyon's API has risen to 802, which is above the state's 800 benchmark. Wood Canyon Elementary has a significant Special Education population, housing the district's elementary Special Day Classes for the Behavior Intervention Program. In 2010, 58.7% of all students met their target in English Language Arts, and 56.8% met their target in Mathematics.

Additionally, according to California Department of Education's API index rating, there are 2,501 elementary schools meeting Romero Bill eligibility requirements with an API lower than 802 and 27 schools with an API of 802. With this in mind, the Capistrano Unified School District respectfully requests that Wood Canyon not be placed on CDE's list of 1000 low achieving schools.

<p>7. Demographic Information: Wood Canyon Elementary School has a student population of 525 and is located in a suburban area in Orange County. Additional information regarding tested subgroups is attached.</p>		
<p>Is this waiver associated with an apportionment related audit penalty? (per EC 41344) No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (If yes, please attach explanation or copy of audit finding)</p> <p>Has there been a Categorical Program Monitoring (CPM) finding on this issue? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (If yes, please attach explanation or copy of CPM finding)</p>		
<p>District or County Certification – <i>I hereby certify that the information provided on this application is correct and complete.</i></p>		
Signature of Superintendent or Designee:	Title: Superintendent	Date:
FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY		
Staff Name (<i>type or print</i>):	Staff Signature:	Date:
Unit Manager (<i>type or print</i>):	Unit Manager Signature:	Date:
Division Director (<i>type or print</i>):	Division Director Signature:	Date:
Deputy (<i>type or print</i>):	Deputy Signature:	Date:

GENERAL WAIVER REQUEST

GW-1 (Rev. 10-2-09)

<http://www.cde.ca.gov/re/lr/wr/>**EXHIBIT B****First Time Waiver: X****Renewal Waiver:**

Send Original plus one copy to:
 Waiver Office, California Department of Education
 1430 N Street, Suite 5602
 Sacramento, CA 95814

Send Electronic copy in **Word** and
 back-up material to: waiver@cde.ca.gov

		CD CODE						
		3	0	6	6	4	6	4
Local educational agency: Capistrano Unified School District on behalf of Las Palmas Elementary School		Contact name and Title: Julie Hatchel, Asst. Supt. Education					Contact person's e-mail address: jhatchel@capousd.org	
Address: (City) (State) (ZIP) 33122 Valle Road San Juan Capistrano, CA 92675		Phone (and extension, if necessary): (949) 234-9229 Fax Number: (949) 489-0467						
Period of request: (month/day/year) From: 7/1/10 To: 6/29/12		Local board approval date: (Required) October 26, 2010			Date of public hearing: (Required) October 26, 2010			
LEGAL CRITERIA								
1. Under the general waiver authority of <i>Education Code</i> 33050-33053, the particular <i>Education Code</i> or <i>California Code of Regulations</i> section(s) to be waived (number): 48352 (a) Circle One: <u>EC</u> or CCR Topic of the waiver: Open Enrollment Act								
2. If this is a renewal of a previously approved waiver, please list Waiver Number: N/A and date of SBE Approval _____ Renewals of waivers must be submitted two months before the active waiver expires.								
3. Collective bargaining unit information. Does the district have any employee bargaining units? <u> </u> No <u> X </u> Yes If yes, please complete required information below: Bargaining unit(s) consulted on date(s): 10-18-10 Name of bargaining unit and representative(s) consulted: Capistrano Unified Education Association, Vicki Soderberg, President The position(s) of the bargaining unit(s): <u> </u> Neutral <u> X </u> Support <u> </u> Oppose (<i>Please specify why</i>) Comments (if appropriate):								
4. Public hearing requirement: A public hearing is not simply a board meeting, but a properly noticed public hearing held during a board meeting at which time the public may testify on the waiver proposal. Distribution of local board agenda does not constitute notice of a public hearing. Acceptable ways to advertise include: (1) print a notice that includes the time, date, location, and subject of the hearing in a newspaper of general circulation; or (2) in small school districts, post a formal notice at each school and three public places in the district. How was the required public hearing advertised? <u> X </u> Notice in a newspaper <u> X </u> Notice posted at each school <u> X </u> Other: (<i>Please specify</i>) Notification to community by email								
5. Advisory committee or school site councils. Please identify the council(s) or committee that reviewed this waiver: Date the committee/council reviewed the waiver request: Were there any objection(s)? No <u> X </u> Yes <u> </u> (<i>If there were objections please specify</i>)								

CALIFORNIA DEPARTMENT OF EDUCATION
GENERAL WAIVER REQUEST
GW-1 (10-2-09)

6. *Education Code or California Code of Regulations* section to be waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law, or those exact phrases requested to be waived (use a **strike out key**).

48352. For purposes of this article, the following definitions apply:

~~(a) "Low-achieving school" means any school identified by the Superintendent pursuant to the following:~~

~~(1) Excluding the schools, and taking into account the impact of the criteria in paragraph (2), the Superintendent annually shall create a list of 1,000 schools ranked by increasing API with the same ratio of elementary, middle, and high schools as existed in decile 1 in the 2008-09 school year.~~

~~(2) In constructing the list of 1,000 schools each year, the Superintendent shall ensure each of the following:~~

~~(A) A local educational agency shall not have more than 10 percent of its schools on the list. However, if the number of schools in a local educational agency is not evenly divisible by 10, the Superintendent shall round up to the next whole number of schools.~~

~~(B) Court, community, or community day schools shall not be included on the list.~~

~~(C) Charter schools shall not be included on the list.~~

(b) "Parent" means the natural or adoptive parent or guardian of a dependent child.

(c) "School district of enrollment" means a school district other than the school district in which the parent of a pupil resides, but in which the parent of the pupil nevertheless intends to enroll the pupil pursuant to this article.

(d) "School district of residence" means a school district in which the parent of a pupil resides and in which the pupil would otherwise be required to enroll pursuant to Section 48200.

7. *Desired outcome/rationale.* Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations. If more space is needed, please attach additional pages.

Approval of this waiver will minimize disruption to the educational program and recognize the 67 point API growth at Las Palmas within the past two years. In 2008, Las Palmas had an API growth score of 718. In 2009, Las Palmas was recognized for having the highest API growth in an elementary school in Orange County. Currently, Las Palmas has an API of 785. 2,080 elementary schools meeting eligibility requirements for the Romero Bill have an API less than 785. Las Palmas is a dual immersion Spanish language academy where Language Arts is not formally taught in English until 2nd grade. Second grade students are tested in English on the CSTs, however their primary instruction in Kindergarten and 1st grade is in Spanish.

Although Las Palmas is a Program Improvement School under NCLB, the school met its AYP growth targets in 2008. Due to the highly desirable dual immersion program, parents from outside of the attendance area apply to have their children attend school at Las Palmas. This school continues to excel in all areas of language and math achievement and has a thriving music and art program as well. The Romero Bill "failing school" designation does not match the reality of this unique school.

8. *Demographic Information:*

Las Palmas Elementary School has a student population of 714 and is located in a suburban area in San Clemente, Orange County. Specific demographic information regarding tested subgroups is attached.

Is this waiver associated with an apportionment related audit penalty? (per EC 41344) No ☒ Yes ☐
(If yes, please attach explanation or copy of audit finding)

Has there been a Categorical Program Monitoring (CPM) finding on this issue? No ☒ Yes ☐
(If yes, please attach explanation or copy of CPM finding)

District or County Certification – I hereby certify that the information provided on this application is correct and complete.

Signature of Superintendent or Designee:

Title:
Superintendent

Date:

FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY

Staff Name (type or print):

Staff Signature:

Date:

Unit Manager (type or print):

Unit Manager Signature:

Date:

Division Director (type or print):

Division Director Signature:

Date:

Deputy (type or print):

Deputy Signature:

Date:

[DataQuest home](#) > [API home](#) > [Reports](#) > [Select School](#) > [School Reports](#) > [Current Page](#)

2009-10 Growth Academic Performance Index (API) Chart



School Demographic Characteristics 2010 Growth Academic Performance Index (API) Report

California Department of Education
Assessment, Accountability and Awards Division
10/8/2010

School: Wood Canyon Elementary
LEA: Capistrano Unified
County: Orange
CDS Code: 30-66464-6111835
School Type: Elementary

2010 Growth API Links:

School API Growth and Targets Met
School Chart
School Content Area Weights
LEA List of Schools
County List of Schools

(An LEA is a school district or county office of education.)

Direct Funded Charter School: No

2009-10 APR		2009-10 State API			2010 Federal AYP and PI		
Summary	Glossary	Base	Guide	Growth	AYP	PI	Guide

State Accountability: Academic Performance Index (API)

School Demographic Characteristics

These data are from the October 2009 California Basic Educational Data System (CBEDS) data collection and the 2010 Standardized Testing and Reporting (STAR) Program student answer document.

Ethnic/Racial (STAR)	Percent	Enrollments* (STAR)	Percent
Black or African American	5	Grade 2	26
American Indian or Alaska Native	1	Grades 3-5	74
Asian	8	Grade 6	0
Filipino	4	Grades 7-8	0
Hispanic or Latino	27	Grades 9-11	0
Native Hawaiian or Pacific Islander	1	<i>*This is a percentage of all enrollments in grades 2-11.</i>	
White	50	Parent Education Level (STAR)	
Two or More Races	5	Percentage with a response*	79
<i>These percentages may not sum to 100 due to responses of: other, multiple, declined to state, or non-response.</i>		Of those with a response:	
Participants in Free or Reduced-Price Lunch (STAR)	27	Not a high school graduate	2
		High school graduate	12
		Some college	31
		College graduate	32
		Graduate school	23
Participants in Gifted and Talented Education Program (STAR)	3	<i>*This number is the percentage of student answer documents with stated parent education level information.</i>	
Participants in Migrant Education Program (STAR)	0	Average	
English Learners (STAR)	15	Average Parent Education Level (STAR)	3.62
		<i>The average of all responses where "1" represents "Not a high school graduate" and "5" represents "Graduate school."</i>	

Average Class Size (CBEDS)

ATTACHMENT A

(Page 1 of 2)

Reclassified Fluent-English-Proficient (RFEP) Students (STAR)	5	<u>Grades</u>	<u>Average</u>
		K-3	
		4-6	
Students with Disabilities (STAR)	9	Core academic courses in departmentalized programs	
Mobility			<u>Number</u>
School, CBEDS Date (STAR)	93	Enrollment in Grades 2-11 on First Day of Testing (STAR)	399
LEA, CBEDS Date (STAR)	93		
<i>These are the percentages of students who were counted as part of the school's or LEA's enrollment on the October 2009 CBEDS data collection and who have been continuously enrolled since that date.</i>		Students Exempted from STAR Testing Per Parent Written Request (STAR)	0
Fully-Credentialed Teachers (CBEDS)		Number of Students Tested (STAR)	399
Teachers with Emergency Credentials (CBEDS)			<u>Yes/No</u>
		Multi-track, Year-round School (CBEDS)	No

[DataQuest home](#) > [API home](#) > [Reports](#) > [Select School](#) > [School Reports](#) > Current Page

2009-10 Growth Academic Performance Index (API) Chart



School Demographic Characteristics 2010 Growth Academic Performance Index (API) Report

California Department of Education
Assessment, Accountability and Awards Division
10/8/2010

School: Las Palmas Elementary
LEA: Capistrano Unified
County: Orange
CDS Code: 30-66464-6027601
School Type: Elementary

2010 Growth API Links:

School API Growth and Targets Met
School Chart
School Content Area Weights
LEA List of Schools
County List of Schools

(An LEA is a school district or county office of education.)

Direct Funded Charter School: No

2009-10 APR		2009-10 State API			2010 Federal AYP and PI		
Summary	Glossary	Base	Guide	Growth	AYP	PI	Guide

State Accountability: Academic Performance Index (API)

School Demographic Characteristics

These data are from the October 2009 California Basic Educational Data System (CBEDS) data collection and the 2010 Standardized Testing and Reporting (STAR) Program student answer document.

Ethnic/Racial (STAR)	Percent	Enrollments* (STAR)	Percent
Black or African American	0	Grade 2	26
American Indian or Alaska Native	0	Grades 3-5	74
Asian	0	Grade 6	0
Filipino	0	Grades 7-8	0
Hispanic or Latino	65	Grades 9-11	0
Native Hawaiian or Pacific Islander	0	<i>*This is a percentage of all enrollments in grades 2-11.</i>	
White	28	Parent Education Level (STAR)	
Two or More Races	6	Percentage with a response*	89
<i>These percentages may not sum to 100 due to responses of: other, multiple, declined to state, or non-response.</i>		Of those with a response:	
Participants in Free or Reduced-Price Lunch (STAR)		Not a high school graduate	31
60		High school graduate	13
Participants in Gifted and Talented Education Program (STAR)		Some college	19
4		College graduate	22
Participants in Migrant Education Program (STAR)		Graduate school	15
0		<i>*This number is the percentage of student answer documents with stated parent education level information.</i>	
English Learners (STAR)		Average	
52		Average Parent Education Level (STAR)	2.78
		<i>The average of all responses where "1" represents "Not a high school graduate" and "5" represents "Graduate school."</i>	

Average Class Size (CBEDS)

Reclassified Fluent-English-Proficient (RFEP) Students (STAR)	2	<u>Grades</u> K-3	<u>Average</u>
		4-6	
Students with Disabilities (STAR)	3	Core academic courses in departmentalized programs	
Mobility			<u>Number</u>
School, CBEDS Date (STAR)	98	Enrollment in Grades 2-11 on First Day of Testing (STAR)	440
LEA, CBEDS Date (STAR)	99		
<i>These are the percentages of students who were counted as part of the school's or LEA's enrollment on the October 2009 CBEDS data collection and who have been continuously enrolled since that date.</i>		Students Exempted from STAR Testing Per Parent Written Request (STAR)	0
Fully-Credentialed Teachers (CBEDS)		Number of Students Tested (STAR)	439
Teachers with Emergency Credentials (CBEDS)			<u>Yes/No</u>
		Multi-track, Year-round School (CBEDS)	No

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

October 26, 2010

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **CLASSIFIED LAYOFF/REDUCTIONS, NON-MANAGEMENT
EMPLOYEES, RESOLUTION NO. 1011-29**

BACKGROUND INFORMATION

In accordance with Education Code § 45117, classified employees may be laid off due to lack of work or lack of funds (Exhibit B). The law requires Board action to eliminate or reduce a specific number of positions within a classification. The layoff occurs in order of seniority within each classification. Seniority within a classification is determined by length of service within the classification plus any other higher classifications. Service in a lower or equal classification is not credited toward seniority. Employees in positions identified by the Board for reduction or elimination may, in seniority order, have the right to “displace” or “bump” less senior employees if the senior employee has prior service in the classification held by the less senior employee. Individuals laid off shall be eligible for reemployment rights for a period of 39 months pursuant to Education Code § 45298 (Exhibit C).

Classified employees must be given at least forty-five (45) calendar days of notice prior to the effective date of any layoff and/or reduction. The notice must inform employees of the reasons for their layoff, their displacement rights (if any), and their statutory reemployment rights.

As required by law, this agenda item proposes the reduction or elimination of positions for lack of work and/or lack of funds.

CURRENT CONSIDERATIONS

The September 3, 2010, tentative agreement (TA), between CSEA and the District negotiated a reduction in hours per day for specific positions (Exhibit D). On September 15, 2010, CSEA ratified the agreement. Trustees approved the agreement September 28, 2010. This agenda item seeks Board approval to reduce hours per day of specific positions (TA Number 12, A-D). Resolution No. 1011-29 Classified Layoff/Reductions, Non-Management Employees (Exhibit A) requires official Board action to implement negotiated reductions. Approval of this resolution will reduce hours per day for the positions listed (Exhibit A). Approval of this item also provides standardization of hours worked per day. This creates flexibility for employee initiated transfers and organizational efficiency.

FINANCIAL IMPLICATIONS

The general fund savings generated through this classified reduction is approximately \$100,000.

CLASSIFIED LAYOFF/REDUCTIONS, NON-MANAGEMENT EMPLOYEES,
RESOLUTION NO. 1011-29

October 26, 2010

Page 2

STAFF RECOMMENDATION

Following discussion, it is recommended the Board of Trustees approve Resolution 1011-29 Classified Layoff/Reductions, Non-Management Employees in the designated classifications (Exhibit A).

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION FOR CLASSIFIED LAYOFF/REDUCTIONS, NON-MANAGEMENT EMPLOYEES

Resolution No. 1011-29

WHEREAS, it is necessary to eliminate or reduce certain positions in Capistrano Unified School District, and

WHEREAS, it is due to a bona fide reduction in funding and/or a lack of work that the District must discontinue certain services being provided in programs, and

WHEREAS, the elimination or reduction of these positions/or services will result in the layoff of classified personnel;

NOW, THEREFORE, BE IT RESOLVED THAT the District eliminates or reduces the following positions due to a bona fide reduction, elimination of a service being performed, or lack of funds:

PROPOSED CHANGES TO HOURS

Classification	Current Hours per Day	Negotiated Hours per Day	Total Number of Employees Impacted as of 9/21/2010 and Future New Hires
Bilingual Instructional Assistant-Special Education	3.9	3.5	1
Bilingual Instructional Assistant	3.75	3.5	1
Bilingual Instructional Assistant	3.9	3.5	3
Bilingual Community Services Liaison	3.9	3.5	5
Bilingual Inst Asst-Community Ed ESL	2.4	2	1
Bilingual Inst Asst-Community Ed ESL	3.9	3.5	1
Caregiver-Special Education	3.9	3.5	1
Caregiver-Special Education	6.5	6	1
Caregiver-Special Education	7.5	7	1
Food Service Elementary Cashier	2.08	2	1
Food Service Elementary Cashier	2.4	2	1
Food Service Elementary Cashier	3.25	3	5
Food Service Elementary Cashier	3.75	3.5	1
Food Service Worker	2.25	2	2
Food Service Worker	3.25	3	2
High School Campus Supervisor	3.7	3.5	2
Independence Facilitator-Special Education	3.9	3.5	6
Independence Facilitator-Special Education	6.5	6	20
Independence Facilitator-Special Education	7.5	7	20
Infant/Toddler/Childcare Provider	3.9	3.5	3
Instructional Assistant-Community Education	2.4	2	1

PROPOSED CHANGES TO HOURS (Continued)

Classification	Current Hours per Day	Negotiated Hours per Day	Total Number of Employees Impacted as of 9/21/2010 and Future New Hires
Instructional Assistant-Special Education	3.9	3.5	4
Instructional Assistant	3.75	3.5	1
Instructional Assistant	3.9	3.5	2
Instructional Assistant-Preschool	2.4	2	14
Instructional Assistant-Preschool	3.9	3.5	18
Interpreter for the Hearing Impaired	6.5	6	1
Licensed Vocational Nurse	3.9	3.5	1
Middle School Campus Supervisor	3.1	3	1
Middle School Campus Supervisor	3.25	3	1
Middle School Campus Supervisor	3.7	3.5	1
Middle School Campus Supervisor	3.75	3.5	1
Middle School Campus Supervisor	3.87	3.5	1
Middle School Campus Supervisor	3.9	3.5	3
Nursing Specialist	7.1	7	1
Preschool Resource Teacher	3.9	3.5	1
School Clerk I	3.9	3.5	3

AND BE IT FURTHER RESOLVED THAT the Superintendent of the District is hereby authorized and directed to give notice of termination/reduction of employment to such classified employees of the District pursuant to District rules and regulations and applicable provisions of the Education Code of the State of California.

AYES _____

NOES _____

ABSENT _____

 President, Board of Trustees

 Superintendent

Date: _____ October 26, 2010
 c: Superintendent, Orange County Department of Education

CALIFORNIA EDUCATION CODE

45117. Notice of Layoff Due to Expiration of Specially Funded Program or Bona Fide Reduction or Elimination of Service

(a) When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 45 days prior to the effective date of their layoff.

(b) 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.

(c) (1) A classified employee may not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render. This subdivision does not create a 45-day layoff notice requirement for any individual hired as a short-term employee, as defined in Section 45103, for a period not exceeding 45 days.

(2) This subdivision does not apply to the retention of a short-term employee, as defined in Section 45103, who is hired for a period not exceeding 45 days after which the short-term service may not be extended or renewed.

(d) This section does not preclude the governing board of a school district from implementing either of the following actions without providing the notice required by subdivision (a) or (b):

(1) A layoff for a lack of funds in the event of an actual and existing financial inability to pay the salaries of classified employees.

(2) A layoff for a lack of work resulting from causes not foreseeable or preventable by the governing board.

(e) This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240).

CALIFORNIA EDUCATION CODE

45298. Reemployment and Promotional Examination Preference of Persons Laid Off; Voluntary Demotions or Reductions in Time

Persons laid off because of lack of work or lack of funds are eligible to reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the district during the period of 39 months.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. The personnel commission shall make the determination of the specific period eligibility for reemployment on a class-by-class basis.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

**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

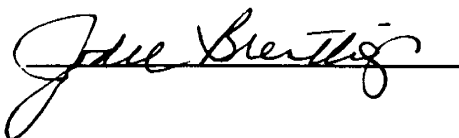
ADA INCREASE @ 50%

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

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

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
San Juan Capistrano, California

October 26, 2010

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **SPECIAL EDUCATION MEMORANDUM OF UNDERSTANDING (MOU)
WITH JOURNEY CHARTER SCHOOL**

BACKGROUND INFORMATION

For the purposes of providing special education services, charter schools shall be deemed either a public school within the chartering district or a local educational agency (LEA) that receives funds and provides services independent of the chartering entity. The Capistrano Unified School District (CUSD) is a single district Special Education Local Area Plan (SELPA). Consequently, all charter schools approved by CUSD are required by law to operate as a public school.

As a public school within the Capistrano Unified School District, Journey Charter School must comply with all applicable requirements of state and federal law regarding provision of special education services (Education Code §56000 et seq., Individuals with Disabilities Education Improvement Act 20 U.S.C. Chapter 33). As the chartering District, CUSD is responsible for ensuring that all children with disabilities enrolled in the Journey Charter School receive special education and designated instruction and services in a manner that is consistent with all applicable state and federal law, no matter where the student may reside (Education Code §47646{a}).

In order to ensure special education services are appropriately provided and administered and the charter school meets all of its obligations, it is recommended, but not legally required, that a chartering district have a memorandum of understanding (MOU) with the charter school regarding special education. The MOU should address:

- Funding
- Allowable Costs and Services
- Fair Share Contribution (Encroachment)
- Enrollment/Assessment/Interim Placement
- Transportation
- Complaints/Due Process
- Training
- Indemnification

CURRENT CONSIDERATIONS

This agenda item seeks approval of a special education memorandum of understanding (MOU) with Journey Charter School (Exhibit A). This MOU is intended to outline the agreement of Journey Charter School and the Capistrano Unified School District governing their respective special education responsibilities and their legal and operational relationships related to provision of special education to charter school students.

FINANCIAL IMPLICATIONS

The District will receive a special education fair share contribution from Journey Charter School of \$400 per ADA for the 2010-2011 school year.

STAFF RECOMMENDATIONS

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, who will be available for questions.

Following discussion, it is respectfully recommended the Board of Trustees approve the special education MOU with Journey Charter School.

MEMORANDUM OF UNDERSTANDING
by and between
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND JOURNEY SCHOOL
REGARDING SPECIAL EDUCATION

This Memorandum of Understanding ("Agreement") is executed between the Capistrano Unified School District and Journey School, a California nonprofit public benefit corporation operating Journey School, a public charter school.

I. RECITALS:

- A. The Capistrano Unified School District (hereinafter referred to as "District") is a school district existing under the laws of the State of California.
- B. Journey School is a California non-profit public benefit corporation that operates Journey School (hereinafter referred to as "Charter School"), a public charter school, existing under the laws of the State of California and under the supervisory oversight of Capistrano Unified School District. Journey School shall be responsible for and have all rights and benefits attributable to the Charter School, as further outlined herein.
- C. The District is the authorizing agency of the Charter School. This Agreement is intended to outline the agreement of Charter School and the District governing their respective special education responsibilities and their legal and operational relationships related to provision of special education to Charter School students. The parties previously entered into an agreement entitled, "Financial and Operational Memorandum of Understanding Between Journey Charter School and Capistrano Unified School District" ("Operating MOU"), and will continue to have such an agreement to govern those aspects of their relationship not fully addressed by the charter approved by the District. It is the intent of the parties that this Agreement supersedes any contrary provisions of the Operating MOU with respect to all aspects of Special Education which are the subject of this Agreement.
- D. Written modifications of this Agreement may be made by mutual agreement as set forth in Section II.A below. This Agreement was approved by the Board of Education of the District on October 12, 2010 and by the Council of the Charter School on October 1, 2010 and shall be effective upon execution until terminated in accordance with this Agreement. The executed and approved Agreement shall be provided to the District on or before November 1, 2010.
- E. If the terms of this Agreement conflict with the terms of the Charter document ("Charter"), the parties will meet to consider whether amendment of the Charter in accordance with the provisions of the Charter Schools Act, or amendment of this Agreement is necessary. In addition, if the Charter is silent on an issue addressed by this Agreement, this Agreement shall control.

II. AGREEMENTS

A. Terms

1. This Agreement will govern the relationship between the District and Charter School regarding the operation of the Charter School and the relationship of the District and Charter School, and shall supersede any contrary provisions of any prior agreement between the parties regarding the subject matter of this Agreement.
2. Any modification of this Agreement must be in writing, executed by duly authorized representatives of both parties, ratified by the respective governing boards, and must indicate the intent to modify or amend this Agreement.
3. The duly authorized representative of Charter School is the School Administrator, or designee.
4. The duly authorized representative of the District is the Superintendent or any designee thereof. In order to ensure consistency in communications, all communication regarding any aspect of the operation of the Charter School shall be initiated by the designated representative of Charter School with the Superintendent of the District, unless the Superintendent delegates this function to another officer of the District or the District's Special Education Local Plan Area ("SELPA").
5. The term of this Agreement shall be coterminous with the operation of the renewal Charter granted to the Charter School on May 11, 2010, subject to renegotiation and renewal each year the Charter School is in operation. This entire Agreement is subject to approval by the respective governing boards of the District and Charter School.
6. This Agreement shall terminate automatically upon closure of the Charter School for any reason, except as may be specified otherwise herein. "Closure" means that all legally required closure processes are completed.

B. Special Education Services

1. School of District. Pursuant to Education Code section 47641, subdivision (b), the Charter School is currently a school of the District for purposes of compliance with federal and state special education laws. The District operates its own SELPA, such that references in this section to District and SELPA are interchangeable for purposes of this Agreement. The Charter School agrees to cooperate with the District/SELPA to jointly discharge all District/SELPA and Charter School obligations and duties created by special education laws, including but not limited to the Individuals with Disabilities Education Improvement Act, ("IDEA") 20 U.S.C. §§ 1400 et seq., and implementing regulations and Education Code §§ 56000 et seq. and implementing regulations.

2. LEA Status. Pursuant to the Charter and Education Code Section 47641 the Charter School has the option to be deemed a Local Educational Agency (LEA) for special education purposes. If at any time the Charter School wishes to become its own LEA, the Charter School agrees to provide verifiable assurances of its ability to fulfill all obligations in this capacity, as well as assurances that it is a member and will participate in another special education local plan area (SELPA) approved by the State Board of Education. If, in the future, the Charter School becomes its own LEA and joins another SELPA, the Parties agree their obligations shall be terminated under this Agreement. In such event, the Parties recognize that as an LEA member of another SELPA, the Charter School shall be solely responsible for all aspects of compliance with State and Federal special education laws, including but not limited to the IDEA, Education Code §§ 56000 et seq., and their respective implementing regulations, and all related financial obligations and right of the Charter School shall arise solely pursuant to its relationship with such other SELPA. In the event that the Charter School decides to become an independent LEA member of another SELPA, or anything other than a school of the District for purposes of special education, the Charter School shall immediately notify the District in writing. Until such time as the Charter School is operating as its own LEA as a member of another SELPA, the following provisions govern the provision of Special Education services to Charter School students.
3. No Discrimination. No student shall be denied admission due to disability.
4. Compliance with IDEA. The Charter School, as a public school, has a responsibility to comply with the Individuals with Disabilities Education Act ("IDEA") and State special education laws for students enrolled at the Charter School. .
5. Compliance with SELPA Policies. As a school of the District for purposes of special education, the Charter School shall also comply with all District and SELPA policies, procedures and other requirements regarding special education. The SELPA shall provide all District and SELPA Policies, Procedures and Forms regarding special education to Charter School on the same basis as it provides such information to other schools of the District. At least annually, and as further required by District/SELPA, the Charter School shall be responsible for reviewing pertinent information from the Policies, Procedures, and Forms with all Charter School staff at one or more staff meetings, including explanation of any updates or revisions thereto. The Charter School will collaborate with District/SELPA special education staff in developing its staff training and may request their assistance in preparing for the training. The Charter School, however, shall be solely responsible for preparation of materials, for conducting their staff review annually, and ensuring Charter School staff understand SELPA Policies, Procedures and Forms. The Charter School shall provide copies of sign in sheets from staff meetings where

Policies, Procedures and Forms related to special education are reviewed to the District's Director of Special Education.

6. SELPA Forms. The Charter School shall utilize District SELPA forms.
7. Training. The District/SELPA will notify the Charter School of any scheduled special education training sessions which include staff from other public schools within the District. The Charter School Administrator and/or special education director and other appropriate staff will attend District/SELPA special education training sessions. The Charter School shall provide planned staff development activities and report thereon at least annually to the SELPA.
8. Student Study Teams. The Charter School agrees to implement a process (e.g. a Student Study Team) to monitor and guide referrals of general education students for special education evaluation and services, such that general education interventions are utilized and exhausted before the Charter School refers the student for a special education evaluation. The Charter School understands that this process and any interventions employed prior to a referral for special education evaluation are general education functions that are the Charter School's sole responsibility.
9. Child Find ("Search and Serve" Notices): The Charter School must include a notice at the beginning of the year and at the semester in a publication to parents of Charter School students notifying them of the District's responsibility to "search and serve" students who need or are believed to need special education services. The text of the notice shall be given to the charter school prior to the beginning of each school year by the District's Director of Special Education or the SELPA Director. Said Director shall be named, including contact information, and shall be the contact person for parents of charter school students inquiring about special education evaluation, eligibility, and/or services. Each semester, the Charter School shall notify the District's SELPA Director of all regular education students that either required interventions beyond the Charter School's regular programming or were placed on modified curriculum at the Charter School. If the text of the notice is not timely provided, Charter School shall provide a notice which meets state and federal requirements.
10. Public School of the District for Purposes of Special Education. The Charter School and the District/SELPA intend that the Charter School will be treated as any other public school in the District with respect to the provision of special education services, including allocation of resources and duties between on-site staff and resources and District/SELPA administrative staff and resources and funding. The District/SELPA and the Charter School agree to allocate responsibility for the provision of services and funding (including but not limited to identification, evaluation, Individualized Education Program (IEP) development and modification, and educational services) in a manner consistent with

current allocation between the District and its other public school sites. Where particular services are generally provided by staff at the local school site level, the Charter School agrees to provide said staff and programming, to be funded by the Charter School in the same manner as similar staff at other District school sites; where particular services are provided to the school by the central District/SELPA office, the District/SELPA agrees to make those services available to the Charter School in a similar fashion. If the Charter School needs additional District/SELPA staff time, consultation or other services that are over and above what the District/SELPA provides to other public school sites within the District using special education funds, the Charter School may request those additional services in writing from the District's Director of Special Education or SELPA Director on a fee for service basis.

11. Division and Coordination of Responsibility. The Charter School and the District/SELPA intend to jointly and collaboratively ensure that all students entitled to special education services will receive those services. The District/SELPA acknowledges it is obligated to provide special education services in compliance with the IDEA and Education Code to eligible Charter School students to the same extent as it provides special education services to eligible students at other public schools of the District. The Charter School acknowledges it obligated to cooperate with and assist the District/SELPA in ensuring that eligible Charter School students receive the special education services to which they are entitled. Special education services will be offered at the Charter School or elsewhere in the District/SELPA based upon each student's IEP. To the extent that the agreed upon IEP requires educational or related services to be delivered by staff other than the Charter School staff, the District/SELPA shall provide and/or arrange for such services in the same manner as at other District schools. District/SELPA services shall include consultative services by District/SELPA staff to Charter School staff in the same manner that District/SELPA staff consults with staff at other District schools. If needed due to limited special education staff, the District/SELPA may seek out contracts with other school districts, companies or organizations for this purpose. The Charter School and District/SELPA shall meet annually to ensure a common understanding of the allocation of responsibilities in accordance with District/SELPA practice.
12. Identification and Referral. The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District/SELPA in identifying and referring students who have or may have exceptional needs that qualify them to receive Special Education services. The Charter School, with the assistance of the District/SELPA, will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and SELPA policy. The Charter School shall be solely responsible for obtaining the

cumulative files, prior and/or current IEPs and other special education information on any student enrolling from a non-District school.

13. Assistance with Identification. The District/SELPA shall provide the Charter School with any assistance that it generally provides its other public schools in the identification and referral processes. The District/SELPA will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter School from a District school who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools.
14. Assessments. The District/SELPA shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and triennial assessments, in accordance with the District/SELPA's policies and procedures, and applicable laws. The Charter School shall not conduct any assessments or agree to fund any assessments without prior written approval of the District/SELPA.
15. IEP Meetings. The District/SELPA shall arrange necessary IEP meetings in accordance with the District/SELPA's policies, procedures and applicable law. The Charter School shall be responsible for having a designated Charter School administrator, Charter School general education teacher(s), and any special education providers employed by the Charter School (if applicable) who is/are knowledgeable about the student's regular education program at the Charter School in attendance at all IEP meetings. The District/SELPA shall be responsible for having all required special education staff and providers at each IEP meeting for a Charter School student.
16. IEP Team Decisions. Decisions regarding initiation, determination, or change in eligibility, areas of need, goals/objectives, services, program, placement and exit from special education shall made by the IEP team. Team membership shall be in compliance with state and federal law and shall include the designated representative of the Charter School (or designee) and the designated representative of the District/SELPA (or designee). The District/SELPA shall provide special education services and placements to all eligible Charter School students in accordance with the policies, procedures and requirements of the District/SELPA, and state and federal law. The Charter School shall ensure each Charter School student's IEP is understood and fully implemented by Charter School staff who work with the student, including, where applicable, all accommodations, modifications, supports for instruction, goals and objectives, data collection and progress reporting. The Charter School understands it is obligated to implement students' IEPs fully, even where doing so requires some deviation from the Charter School's regular educational program and/or philosophy.
17. Exclusions from IDEA. The Charter School acknowledges that under the

IDEA, a child shall not be determined to be a child with a disability eligible for Special Education if the determinant factor for such determination is: (a) lack of appropriate instruction in reading, including in the essential components of reading instruction as referenced in the IDEA; (b) lack of instruction in math; or (c) limited English proficiency. (20 U.S.C. § 1414, subd. (b)(5)(A-C).)

18. Initial IEP Meeting. For students who enroll in the Charter School with a current IEP, the District/SELPA and the Charter School shall conduct an IEP meeting in accordance with applicable law. The Charter School shall notify the District/SELPA of such students prior to their enrollment in the Charter School whenever the Charter School is aware of such circumstances. For such students who were previously enrolled in the District, the District agrees to forward the student's cumulative file including all Special Education files to Charter School within 10 school days of District receipt of notice of the student's intention to enroll in the Charter School. The District/SELPA will consult with the Charter School to facilitate student transitions to the Charter School, where appropriate.
19. Least Restrictive Environment. Special Education services will be offered at the Charter School or elsewhere in the District/SELPA based upon each student's IEP with due consideration of provision of such services in the least restrictive environment. To the extent that the agreed upon IEP requires educational or related services to be delivered by staff other than the Charter School staff, the District/SELPA shall provide and/or arrange for such services in the same manner as at other District schools. If needed, the District/SELPA may seek out contracts with other school districts, companies, or organizations, at its discretion, to serve Charter School students. The Charter School shall cooperate with and assist the District/SELPA in providing any such vendored services at no additional cost to the Charter School.
20. Complaints: In consultation with Charter School, the District/SELPA shall address/respond to/investigate all complaints received under the Uniform Complaint Procedure regarding compliance with Special Education. The Charter School shall notify the District/SELPA within 24 hours of receiving any complaint, whether oral or in written, regarding special education.
21. Due Process Hearings: In consultation with the Charter School, the District/SELPA may initiate a due process hearing regarding a student enrolled in Charter School, as the District/SELPA determines is legally necessary to meet responsibilities under federal and state law special education laws. The Charter School shall cooperate with the District/SELPA and assist when necessary, to prepare, file and prosecute the case. In the event that the District/SELPA determines that legal representation is needed, the District/SELPA and Charter School shall be jointly represented by District/SELPA legal counsel, unless there is a conflict of interest. In case separate counsel is needed by the Charter

School, the Charter School may select such counsel, and shall be solely responsible for the costs of its legal counsel. Charter School staff and administrators shall cooperate in the prosecution as needed, even if represented by separate counsel.

22. Cooperation on Representation: The District/SELPA and Charter School shall also work together to prepare and defend any case filed against the Charter School and/or District/SELPA regarding a special education eligibility, placement or services provided to a student enrolled in the Charter School. In the event that the District/SELPA determines that representation from legal counsel is needed, the District/SELPA and Charter School shall be jointly represented by District/SELPA's legal counsel, unless there is a conflict of interest, in which case the Charter School may select such counsel. In the case the Charter School retains legal counsel, it shall be solely responsible for the costs of its legal counsel, Charter School staff and administrators shall cooperate in the defense as needed, even if represented by separate legal counsel.
23. Transfer of Special Education Apportionment Directly to District/SELPA: The Parties agree that, pursuant to the division of responsibilities set forth in this Agreement, the Charter School has elected the status of any other public school in the District for the purposes of special education services and funding, and the District/SELPA has agreed to provide special education services to Charter School students, consistent with the services it provides to students at its other public schools. Consistent with this division of responsibility, all funds apportioned to and received by the Charter School for special education services, including any and all funds apportioned to the Charter School through the District SELPA and any and all state or federal funds for special education services otherwise apportioned to the Charter School, shall be forwarded to and retained by the District/SELPA. In exchange, the Charter School shall receive an equitable share of funding and services consisting of either or both of the following, in the District's sole discretion:
 - a. State and federal funding provided to support Special Education instruction or designated instruction and services or both provided or procured by the Charter School that serve pupils enrolled in and attending the Charter School.
 - b. Any necessary Special Education services including administrative and support services and itinerant services that are provided by the local educational agency on behalf of pupils with disabilities enrolled in the Charter School.

Should the Charter School decide to fund any allowable special education costs out of its own general fund, and after receiving approval from the SELPA for that cost, it may submit an invoice to the SELPA for reimbursement.

24. Charter School Equitable Contribution to Unfunded Special Education Costs Incurred by the District: Each school year, the Charter School will contribute an equitable share from its charter school block grant funding to the unfunded special education costs incurred by the District that year for district-wide special education instruction and services, referred to herein as “encroachment.” The Charter School’s equitable share of the District’s prior year unfunded special education costs shall be charged to the Charter School on a prorated basis, based upon the number of students enrolled at the Charter school that year compared to District-wide enrollment, recalculated annually. The formula for calculating the Charter School’s equitable contribution is as follows: Total District encroachment divided by District-wide ADA multiplied by Total charter School ADA, including all students, regardless of home district. No prorated adjustment will be made for students who leave or who enroll during the academic year, but after P-2 has ended. The fair share contribution owing to the District shall be offset by any necessary, documented and allowable special education costs the Charter School funds out of its general budget that are above and beyond the amount of local, state and federal special education funds Charter School students generate, if any.

Notwithstanding the foregoing, commencing in the 2010-2011 school year, the Charter School shall pay as its fair share of excess costs \$400 per unit of ADA, which is less than the amount statutorily contemplated, described in the immediately preceding paragraph.

25. Notice of Allegations of Noncompliance. Within three school days of the time any correspondence related to allegations of any material noncompliance with special education obligations of the Charter School or SELPA (excluding routine correspondence specific to an individual student’s instructional program) are sent or received by the Charter School, the Charter School shall provide the District’s Director of Special Education, or designee, copies of such correspondence.
26. Discipline. The Charter School acknowledges it is obligated to and will ensure that its student discipline procedures for suspension and expulsion of students with disabilities are in full compliance with State and Federal special education law. The Charter School shall notify the District’s Director of Special Education whenever the Charter School intends to discipline or expel of a student currently receiving special education, or for whom the Charter School has a basis of knowledge may be eligible for special education, prior to making such a decision. The Charter School shall consult with and consider recommendations, if any, from the District and SELPA staff when considering any disciplinary action against special education students, including suspension (whenever feasible) and all expulsions. The Charter School shall notify the District’s Director of Special Education, or designee, in writing of all suspensions and expulsions of students eligible for special education within one school day. The Charter School understands and acknowledges that prior to imposing any discipline on a special education student that would

constitute a change in placement under the IDEA or implementing state law and regulation, a manifestation determination must first be convened to determine whether the violative conduct was a manifestation of the student's disability or caused by a failure to implement the student's IEP.

27. Revocation of Consent. The Charter School will ensure that it receives a written revocation of consent from an eligible Charter School student's parent or guardian if, at any time subsequent to the initial provision of special education and related services to the student, the parent or guardian of that student wishes to withdraw that student from special education. Such revocation of consent for the continued provision of special education and related services must be in writing. Should a parent or guardian revoke consent to special education and related services in writing, the Charter School understands that District/SELPA and the Charter School may not continue to provide special education and related services to the child after providing prior written notice to the parent in accordance with Section 300.503 of the Title 34 of the Code of Federal Regulations. The Charter School agrees to forward any such written revocation of consent to the District's Director of Special Education within three school days of receipt.
28. Recordkeeping. The Charter School shall maintain copies in student files of all correspondence, including e-mails, between the Charter School and parents relating to student discipline of students with disabilities, and of correspondence regarding special services, including any requests for services, inquiries, referrals, and responses.

C. Section 504 of the Rehabilitation Act of 1973

1. The Charter School shall be responsible for its compliance with Section 504 of the Rehabilitation Act of 1973 ("Section 504"). The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of the disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. Any student who has an objectively identified disability which substantially limits a major life activity such as learning is eligible for accommodation by the Charter School.
2. The Charter School shall adopt a Section 504 policy, procedure and forms. District/SELPA shall provide Charter School with copies of its policies, procedures and forms, as revised, for implementation of Section 504 obligations.
3. By September 1 of each year, the Charter School shall designate a Charter School representative responsible for Section 504 compliance and notify the District's Director of Student Services in writing of the responsible employee, provided that no additional notice is required unless there has been a change in the person designated. The designated Charter School

representative shall notify the District's Director of Student Services within five school days after a student eligible under Section 504 withdraws from the Charter School, including notice of the school in which the student enrolled in following withdrawal from the Charter School, if known, and the student's district of residence, based upon the student's last known address.

4. In the case of pending student discipline of an eligible student who receives Section 504 accommodations, the Charter School will ensure that it follows procedures to comply with the mandates of State and Federal laws for considering disciplinary action against disabled students. Prior to recommending expulsion of a Section 504 student, the Charter School will convene a review committee to determine whether the student's misconduct was a manifestation of his or her disability, whether the student was appropriately placed and receiving the appropriate services at the time of the misconduct, and/or whether behavior intervention strategies were in effect and consistent with the student's Section 504 plan. The Charter School may proceed with an expulsion only if it is determined that the student's misconduct was not a manifestation of his/her disability, that the student was appropriately placed and was receiving appropriate services at the time of the misconduct, and that the behavior intervention strategies were in effect and consistent with the student's Section 504 plan. The Charter School acknowledges and understands that it shall be solely responsible for such compliance.
5. SELPA agrees to invite the Charter School staff to district-wide training and in-service opportunities regarding appropriate modifications and accommodations to be provided to Charter School students with disabilities under Section 504 on the same basis as it provides such support to other schools of the District.

D. Student Application/Registration/Records/Withdrawal

1. The Charter School shall adopt Student Application and Registration forms for students new to Charter School that include questions about whether the student is currently receiving or has ever received any type of special services (e.g. special education, IEP, Section 504 plan, accommodation plan), or has been expelled from a school district.
2. The Charter School shall use a Records Request form to request pupil records from the prior school of attendance for all students who enroll in the Charter School.
3. Within one business day of any special education student's expulsion, withdrawal, or disenrollment from the Charter School for any reason during the school year, the Charter School shall notify the District's Director of Student Services of the student's name, date of expulsion, withdrawal or disenrollment, the reason for such separation, and the

student's next school/district of attendance (if known). The Charter School also shall comply with Education Code section 47605(d)(3) in terms of providing notice of expulsion, withdrawal, or disenrollment of students who reside in other school District/SELPAs.

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

Dated:_____

Dr. Joseph Farley, Superintendent
Capistrano Unified School District

Dated:_____

_____, Administrator
Journey School