

CAPISTRANO UNIFIED SCHOOL DISTRICT  
33122 Valle Road  
San Juan Capistrano, CA 92675

BOARD OF TRUSTEES  
Regular Meeting

February 29, 2012

Closed Session 5:30 p.m.  
Open Session 7:00 p.m.

**AGENDA**

**CLOSED SESSION AT 5:30 P.M.**

**1. CALL TO ORDER**

**2. CLOSED SESSION COMMENTS**

**3. CLOSED SESSION** (as authorized by law)

**A. CONFERENCE WITH LABOR NEGOTIATORS**

Joseph M. Farley/Jodee Brentlinger/Tim Holcomb/Robyn Phillips/  
Julie Hatchel/Sara Jocham/Jeff Bristow

Employee Organizations:

- 1) Capistrano Unified Education Association (CUEA)
- 2) California School Employees Association (CSEA)
- 3) Teamsters
- 4) Unrepresented Employees (CUMA)

*(Pursuant to Government Code §54957.6)*

**B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

*(Pursuant to Government Code §54957)*

**EXHIBIT 3B**

**C. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**

Autism Specialist-IBI Supervisor

*(Pursuant to Government Code §54957)*

**EXHIBIT 3C**

**PUBLIC HEARING: Agenda Item #1 – Pupil-to-Teacher Waiver Request for Capistrano Connections Academy Charter School**

**PUBLIC HEARING: Agenda Item #3 – Pupil-to-Teacher Waiver Request for California Preparatory Academy**

**PUBLIC HEARING: Agenda Item #5 – Kindergarten Through Grade 3 Class Size Penalty Waiver Request**

**RECORDING OF SCHOOL BOARD MEETINGS**

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

## **OPEN SESSION AT 7:00 P.M.**

### **PLEDGE OF ALLEGIANCE**

### **ADOPTION OF THE AGENDA – ROLL CALL**

### **REPORT ON CLOSED SESSION ACTION**

### **SPECIAL RECOGNITIONS**

*Captain Paul D'Auria for his service to the City of San Clemente*

### **BOARD AND SUPERINTENDENT COMMENTS**

### **ORAL COMMUNICATIONS (Non-Agenda Items)**

Oral Communications will occur immediately following Board and Superintendent Comments. The total time for Oral Communications shall be twenty (20) minutes. Individual presentations are limited to a maximum of three (3) minutes per individual.

## **PUBLIC HEARINGS**

### **1. PUPIL-TO-TEACHER WAIVER REQUEST FOR CAPISTRANO CONNECTIONS ACADEMY CHARTER SCHOOL:** INFORMATION/ DISCUSSION

The Board will conduct a public hearing on the Pupil-to-Teacher Waiver Request for Capistrano Connections Academy Charter School. Supporting information is located in Exhibit 2.

*CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment*

*Contact: Julie Hatchel, Assistant Superintendent, Education Services*

#### Staff Recommendation

It is recommended the Board President open the public hearing, determine if members of the public have submitted requests to speak on the item, and after hearing any speakers, formally close the public hearing.

### **2. PUPIL-TO-TEACHER WAIVER REQUEST FOR CAPISTRANO CONNECTIONS ACADEMY CHARTER SCHOOL:** DISCUSSION/ ACTION

This item requests the approval of the Pupil-to-Teacher Waiver Request for Capistrano Connections Academy Charter School. The District is seeking a renewal of the general waiver request of Education Code §71745.6 and California Code of Regulations, Title 5, §11704, and a portion of §11963.4(a)(3) to increase the pupil-to-teacher ratio from 25:1 to up to 27.5:1 at Capistrano Connections Academy Charter School. The revised ratio would allow resources to be redirected on other services for the direct benefit of students. The Board of Directors of Capistrano Connections Academy approved requesting renewal of the waiver at a board meeting on January 24, 2012.

*CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment*

*Contact: Julie Hatchel, Assistant Superintendent, Education Services*

#### Staff Recommendation

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, to present this item.

Page 1  
**EXHIBIT 2**

It is recommended the Board of Trustees consider approval of the Pupil-to-Teacher Waiver Request for Capistrano Connections Academy Charter School.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**3. PUPIL-TO-TEACHER WAIVER REQUEST FOR CALIFORNIA PREPARATORY ACADEMY:** INFORMATION/  
DISCUSSION

The Board will conduct a public hearing on the Pupil-to-Teacher Waiver Request for California Preparatory Academy. Supporting information is located in Exhibit 4.

*CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment*

*Contact: Julie Hatchel, Assistant Superintendent, Education Services*

Staff Recommendation

It is recommended the Board President open the public hearing, determine if members of the public have submitted requests to speak on the item, and after hearing any speakers, formally close the public hearing.

**4. PUPIL-TO-TEACHER WAIVER REQUEST FOR CALIFORNIA PREPARATORY ACADEMY:** DISCUSSION/  
ACTION  
Page 7  
**EXHIBIT 4**

This item requests the approval of the Pupil-to-Teacher Waiver Request for California Preparatory Academy. The District is seeking a general waiver request of Education Code §71745.6 and California Code of Regulations, Title 5, §11704, and a portion of 11963.4(a)(3) to increase the pupil-to-teacher ratio from 25:1 to up to 34.5:1 at California Preparatory Academy. The revised ratio would allow resources to be redirected on other services for the direct benefit of students.

*CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment*

*Contact: Julie Hatchel, Assistant Superintendent, Education Services*

Staff Recommendation

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, to present this item.

It is recommended the Board of Trustees approve the Pupil-to-Teacher Waiver Request for California Preparatory Academy.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**5. KINDERGARTEN THROUGH GRADE 3 CLASS SIZE PENALTY WAIVER REQUEST:** INFORMATION/  
DISCUSSION

The Board will conduct a public hearing on Kindergarten Through Grade 3 Class Size Penalty Waiver Request. Supporting information is located in Exhibit 6.

*CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment*

*Contact: Julie Hatchel, Assistant Superintendent, Education Services*

Staff Recommendation

It is recommended the Board President open the public hearing, determine if members of the public have submitted requests to speak on the item, and after hearing any speakers, formally close the public hearing.

6. **KINDERGARTEN THROUGH GRADE 3 CLASS SIZE PENALTY WAIVER REQUEST:**

This item seeks approval of the Kindergarten through Grade 3 Class Size Penalty Waiver Request for fiscal years 2011-2012 and 2012-2013. The District is seeking a specific waiver request of Education Code §41376 and §41378 to increase the overall class size average in kindergarten from 31 to 33 and in grades 1-3 from 30 to 31. The waiver would enable the District to gain additional revenue by minimizing class size penalties. The Achievement For All Advisory Committee supports this waiver request.

***CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment***

***Contact: Julie Hatchel, Assistant Superintendent, Education Services***

Staff Recommendation

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, to present this item.

It is recommended the Board of Trustees approve the Kindergarten through Grade 3 Class Size Penalty Waiver Request.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**DISCUSSION/ACTION ITEMS**

7. **RESOLUTION NO. 1112-33, RESERVING THE RIGHT TO MAKE 2012-2013 EMPLOYEE COMPENSATION REDUCTIONS:**

The State of California continues to project a budget shortfall for the 2012-2013 fiscal year. While the Governor's May Budget Revises proposes "flat funding" for K-12 education, it does call for the elimination of transportation and assumes passage of a tax increase before voters in November 2012. The District currently projects a \$30 million shortfall if the tax increase passes and an additional \$18 million if it does not pass. Therefore, the District must continue to consider every option to ensure it develops and adopts a balanced budget by June 30, 2012.

Education Code §45032 and Education Code §45162(b) authorizes the governing board of a school district to increase the salaries of employees at any time during the school year on any date ordered by the governing board, but does not authorize decreases in salary during the school year.

As a precautionary measure, this item proposes consideration of the adoption of Resolution No. 1112-33, Board authorization to provide written notice to union leadership of the District's represented groups, and to unrepresented CUMA employees. This action reserves the right to negotiate a reduction in salaries and/or work year calendars during the 2012-2013 school year should it become necessary.

***CUSD Strategic Plan Pillar 5: Effective Operations***

***Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services***

Staff Recommendation

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, to present this item.

DISCUSSION/  
ACTION

Page 11

**EXHIBIT 6**

DISCUSSION/  
ACTION

Page 15

**EXHIBIT 7**

Following discussion, it is recommended the Board of Trustees approve, Resolution No. 1112-33, Reserving the Right to Make 2012-2013 Employee Compensation Reductions, for all employees and provide authorization to deliver written notice to union leaders and unrepresented CUMA employees.

Motion by _____	Seconded by _____
ROLL CALL:	
Student Advisor Ryan Pallas _____	
Trustee Addonizio _____	Trustee Bryson _____
Trustee Alpay _____	Trustee Hatton _____
Trustee Brick _____	Trustee Palazzo _____
	Trustee Pritchard _____

**8. RESOLUTION NO 1112-35, REDUCTION OF CERTIFICATED EMPLOYEES, NON-MANAGEMENT AND MANAGEMENT PERSONNEL:**

With the governor's proposal, the District is anticipating a \$30 million shortfall as it prepares for 2012-2013. An additional shortfall of \$18 million will occur if the tax initiative fails. With personnel costs now exceeding 90 percent of the District's total budget, the District must consider all options available in an effort to provide maximum flexibility during the budget development process. This includes preparing for the worst case scenario.

Preparing for a significant budget shortfall creates the need to consider an increase in class size as well as the possibility of reducing or eliminating programs and services. Therefore, notices to certificated employees included in this item are due to a reduction in anticipated revenue because of declining enrollment (and the need to reduce services as a result), possible changes in staffing patterns, and to accommodate potential impacts from collective bargaining decisions. California law requires certificated employees be notified no later than March 15 if there is a possibility they may be reassigned or laid off from their current position in the ensuing year.

***CUSD Strategic Plan Pillar 5: Effective Operations***

***Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services***

**Staff Recommendation**

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1112-35, Reduction of Certificated Employees, Non-Management and Management Personnel and authorize the District to issue March 15 notices.

Motion by _____	Seconded by _____
ROLL CALL:	
Student Advisor Ryan Pallas _____	
Trustee Addonizio _____	Trustee Bryson _____
Trustee Alpay _____	Trustee Hatton _____
Trustee Brick _____	Trustee Palazzo _____
	Trustee Pritchard _____

DISCUSSION/  
ACTION  
Page 19  
**EXHIBIT 8**

**9. CUEA CONTRACT REOPENER PROPOSAL:**

On May 19, 2010, the Board formally adopted a three-year settlement agreement between the District and CUEA. The current contract is in effect from July 1, 2009, through June 30, 2012. Board Policy 4143.1, Public Notice–Issues of Meeting and Negotiations describes the steps to be taken by the Board and its authorized representatives in order to enter into a new agreement with an exclusive bargaining unit. The District is submitting its proposal to reopen so that 2012-2013 negotiations can be addressed within the context of current District and state economic challenges.

*CUSD Strategic Plan Pillar 5: Effective Operations*

*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services*

Staff Recommendation

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, who will provide information on this item and answer any questions Trustees may have. This is an information item and no Board action is necessary.

**10. CSEA CONTRACT REOPENER PROPOSAL:**

On September 28, 2010, the Board formally adopted a two-year settlement agreement between the District and Capistrano School Employee Association (CSEA). The current contract is in effect from July 1, 2010 through June 30, 2012. Board Policy 4143.1, Public Notice–Issues of Meeting and Negotiations describes the steps to be taken by the Board and its authorized representatives in order to enter into a new agreement with an exclusive bargaining unit. The District is submitting its proposal so that 2012-2013 negotiations can be addressed within the context of current District and state economic challenges.

*CUSD Strategic Plan Pillar 5: Effective Operations*

*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services*

Staff Recommendation

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, who will provide information on this item and answer any questions Trustees may have. This is an information item and no Board action is necessary.

**11. TEAMSTERS CONTRACT REOPENER PROPOSAL:**

On June 29, 2010, the Board formally adopted a three-year settlement agreement between the District and Teamsters. The current contract is in effect from July 1, 2009 through June 30, 2012. Board Policy 4143.1, Public Notice–Issues of Meeting and Negotiations describes the steps to be taken by the Board and its authorized representatives in order to enter into a new agreement with an exclusive bargaining unit. The District is submitting its proposal so that 2012-2013 negotiations can be addressed within the context of current District and state economic challenges.

*CUSD Strategic Plan Pillar 5: Effective Operations*

*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services*

Staff Recommendation

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, who will provide information on this item and answer any questions Trustees may have. This is an information item and no Board action is necessary.

INFORMATION/  
DISCUSSION  
Page 21  
**EXHIBIT 9**

INFORMATION/  
DISCUSSION  
Page 23  
**EXHIBIT 10**

INFORMATION/  
DISCUSSION  
Page 25  
**EXHIBIT 11**

**12. TITLE III IMPROVEMENT PLAN ADDENDUM – YEAR FOUR:**

In accordance with the Elementary and Secondary Education Act (ESEA) of 2001, districts that have failed to meet Title III Annual Measurable Achievement Objectives for two or four consecutive years are subject to sanctions pursuant to ESEA Title III requirements. Title III is a funding source provided for the sole use of assisting English learners to attain English proficiency, achieve academically, and meet the same academic standards as other students. Development of the Title III plan began with a needs assessment, established goals, and an action plan to meet the identified deficiencies. Since the District is in the fourth year of not meeting Federal academic achievement goals in English language arts and math, the plan will include a revision of the year-two plan. All expenditures are categorically funded from restricted accounts: EIA, Title III, and Title I professional development set-aside. There is no impact to the general fund.

***CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment***

***Contact: Julie Hatchel, Assistant Superintendent, Education Services***

**Staff Recommendation**

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, to present this item.

Following the discussion, it is recommended the Board of Trustees approve the Title III Improvement Plan Addendum – Year Four.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**13. THIRD READING – REVISIONS TO BOARD POLICY 5141, CONDUCT:**

Bullying and cyber bullying have become a growing national concern. In order to be effective in addressing this issue, administrators, staff, students, and parents need a clear definition and what steps should be taken if an offense occurs. Revisions to Board Policy 5141, *Conduct*, expand the current policy to update and clarify the current language. Proposed additions to the Board policy are underlined; deletions are struck through.

***CUSD Strategic Plan Pillar 2: Safe and Healthy Schools***

***Contact: Julie Hatchel, Assistant Superintendent, Education Services***

**Staff Recommendation**

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve the revisions to Board Policy 5141, *Conduct*.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**14. SECOND READING – REVISIONS TO BOARD POLICY 1311, CHARITABLE CONTRIBUTIONS – SOLICITING FROM DISTRICT PERSONNEL:**

The revisions requested to Board Policy 1311 will ensure the policy meets practice. The proposed changes would allow the Superintendent or designee to authorize solicitation of employees for contributions to charitable organizations. Proposed additions to the Board policy are underlined; deletions are struck through.

***CUSD Strategic Plan Pillar 1: Community Relations***

***Contact: Marcus Walton, Chief Communications Officer***

**Staff Recommendation**

It is recommended the Board President recognize Marcus Walton, Chief Communications Officer, to present this item.

DISCUSSION/  
ACTION  
Page 27  
**EXHIBIT 12**

DISCUSSION/  
ACTION  
Page 59  
**EXHIBIT 13**

DISCUSSION/  
ACTION  
Page 67  
**EXHIBIT 14**

Following discussion, it is recommended the Board of Trustees approve the revisions to Board Policy 1311, *Charitable Contributions-Soliciting from District Personnel*.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

- 15. SECOND READING – NEW BOARD POLICY 4033, LACTATION ACCOMMODATION:**  
As employment laws change, it becomes necessary to update or create new policies. Board Policy 4033, *Lactation Accommodation*, is a new Board policy to establish District guidelines to meet legal compliance requirements. There is no financial impact.

***CUSD Strategic Plan Pillar 5: Effective Operations***

***Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services***

Staff Recommendation

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve Board Policy 4033, *Lactation Accommodation*.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

- 16. SECOND READING – REVISION OF BOARD POLICY 5119, OPEN ENROLLMENT:**  
Board Policy 5119, *Open Enrollment*, is being revised to update priority criteria for school placement. This update will allow siblings to continue to enroll beyond the published application deadline. There is no financial impact. Proposed additions to the Board policy are underlined; deletions are struck through.

***CUSD Strategic Plan Pillar 1: Community Relations***

***Contact: Julie Hatchel, Assistant Superintendent, Education Services***

Staff Recommendation

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve Board Policy 5119, *Open Enrollment*.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

- 17. FIRST READING – REVISION OF BOARD POLICY 3315 – RELATIONS WITH VENDORS:**  
Board Policy 3315, *Relations with Vendors*, is being revised to update the guidelines and policies related to interactions with vendors when processing funds and purchasing materials. The update clearly defines the District's policy related to negotiations and the use of incentives. Proposed additions to the Board policy are underlined; deletions are struck through.

***CUSD Strategic Plan Pillar 5: Effective Operations***

***Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services***

Staff Recommendation

It is recommended the Board President recognize Tim Holcomb, Interim Deputy Superintendent, Business and Support Services, who will provide information on this item and answer any questions Trustees may have. This is an information item and no Board action is necessary.

DISCUSSION/  
ACTION

Page 69

**EXHIBIT 15**

DISCUSSION/  
ACTION

Page 71

**EXHIBIT 16**

INFORMATION/  
DISCUSSION

Page 75

**EXHIBIT 17**

## 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 the staff recommend approval of all consent Calendar items.

### GENERAL FUNCTIONS

**18. SCHOOL BOARD MINUTES:**

Approval of the amended minutes of the February 6, 2012, special Board meeting and the February 13, 2012, regular Board meeting.

*Contact: Jane Boos, Manager, Board Office Operations*

Page 77

**EXHIBIT 18**

### CURRICULUM & INSTRUCTION

**19. ADOPTION OF THREE-YEAR EXPULSION PLAN:**

The District is required to adopt a three-year Expulsion Plan that is developed in collaboration with Orange County school districts and the Orange County Department of Education (OCDE). OCDE in turn submits a three-year county plan to the California Department of Education. District staff has met with Orange County districts and the OCDE over the past few months to develop/update the District's Expulsion Plan. The previous plan was adopted by Trustees on February 9, 2009.

*CUSD Strategic Plan Pillar 2: Safe and Healthy Schools*

*Contact: Julie Hatchel, Assistant Superintendent, Education Services*

Page 87

**EXHIBIT 19**

**20. PROPOSED 2012 REMEDIAL HIGH SCHOOL SUMMER SCHOOL PROGRAM:**

Approval for the Proposed 2012 Remedial High School Summer School Program. The Orange County Department of Education (OCDE) has offered to enroll up to 1,500 of our students in their Pacific Coast High School in order to make up college-prep, "A-G" coursework during summer 2012. Students enrolled in Pacific Coast High School would complete their studies online from their home or a public library. OCDE can accommodate another 1,000 of our students in the Alternative Community Correctional Education Schools and Services (ACCESS) program to remediate non-college prep credit deficiencies. Students participating in the ACCESS program would meet weekly with their instructor to turn in work and get new assignments. ACCESS instructors would be stationed on District high school campuses.

Since the OCDE programs do not offer College and Career Preparation (CCP) and Biology, both District graduation requirements, or Driver Education, an Education Code requirement, the District would offer these courses this summer. CCP would be taught through the District Adult Education program, utilizing APEX online licenses. Biology and Driver Education would be offered at San Clemente High School in a traditional classroom setting. The financial implication of this recommended program is estimated to be \$35,000.

*CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*

*Contact: Julie Hatchel, Assistant Superintendent, Education Services*

Page 97

**EXHIBIT 20**

### BUSINESS & SUPPORT SERVICES

**21. DONATION OF FUNDS AND EQUIPMENT:**

A number of gifts have been donated to the District, including \$542,241.12 in cash. These funds will be deposited in the appropriate school accounts. Items other than cash gifts have no financial impact on the budget. The District does not guarantee maintenance of those items or the expenditure of any District funds for their continued use.

*CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*

*Contact: Robyn Phillips, Interim Deputy Superintendent, Business and Support Services*

Page 99

**EXHIBIT 21**

**22. RESOLUTION NO. 1112-34, BRIDGE TRANSFER:**

Approval of Resolution No. 1112-34 authorizes the District to participate in the Bridge Transfer Agreement. The County Board of Supervisors has authorized the County Treasurer to offer short-term loans to school districts to help bridge the cash flow difficulties resulting from the recalculation of the property tax paid to K-12 schools. The loans will be repaid to the County Treasurer when school districts receive "back-fill" funding from the state in July and August. Under the agreement, the Board of Supervisors will reimburse the districts for the interest cost on the borrowing.

The District is eligible for an estimated \$12.66 million in bridge transfer funding. By applying for these funds, the District will be able to reduce the size of the cross-year TRAN, thereby lowering the borrowing cost incurred to address the year-end cash flow problem.

*CUSD Strategic Plan Pillar 5: Effective Operations*

*Contact: Robyn Phillips, Interim Deputy Superintendent, Business and Support Services*

**23. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENT:**

Approval of the ratification of a special education Informal Dispute Resolution (IDR) agreement. It is recommended the Board of Trustees ratify IDR case #14212. Due to the confidential nature of the agreement, supporting information is provided to the Trustees under separate cover.

*CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*

*Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations*

**24. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENT:**

Approval of a special education Informal Dispute Resolution (IDR) agreement. It is recommended the Board of Trustees approve IDR case #14412. Due to the confidential nature of the agreement, supporting information is provided to the Trustees under separate cover.

*CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*

*Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations*

**25. USE OF FACILITIES LEASE AGREEMENT FOR 2012-2013, COMMUNITY ROOTS ACADEMY:**

Approval to renew a Use of Facilities Lease Agreement between the District and Community Roots Academy at Wood Canyon Elementary School for the 2012-2013 school year. Terms of this agreement include the use of eight existing classrooms on the school campus and ancillary facilities for one year from July 1, 2012, to June 30, 2013. Lease payments will be based upon a rental rate of \$0.70 per square foot of building area with a total of 7,680 square feet of space equating to \$5,376 per month for 12 months. Additionally, Community Roots Academy will be responsible for a share of utilities costs for the leased building area totaling \$1,066.40 per month for 12 months. The proposed agreement has been previously reviewed and approved by the District's legal counsel.

*CUSD Strategic Plan Pillar 5: Effective Operations*

*Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services*

**26. FACILITIES LEASE AGREEMENT FOR 2012-2014, NIGUEL CHILDREN'S CENTER:**

Approval to renew a Use of Facilities Lease Agreement for 2012-2014 between the District and Niguel Children's Center at the Foxborough campus. On May 12, 2008, the Board of Trustees approved a Use of Facilities Agreement with the Niguel Children's Center (NCC) for use of a portion of the facilities on the campus, including classrooms, a restroom, a play field, and parking spaces. The lease agreement was previously renewed in 2011 with a term ending June 30, 2012.

The renewal of this agreement allows the continued use of portable classrooms and ancillary facilities to operate the preschool program. Terms of this agreement include a two-year extension from July 1, 2012, to June 30, 2014. Lease payments will continue at the current rate of \$1.25 per square foot of building area with a total of 3,720 square feet of space being used by NCC, equating to \$4,650 per month for 10 months. Due to reduced enrollment in the months of July and August, the facilities use has been reduced to 2,160 square feet. The corresponding rent will equal \$2,700 per month for those two months. Additionally, NCC will continue to pay a percentage of the utility costs to Journey Charter School based upon an agreement between the two schools. Other than the term dates and length, the proposed agreement is unchanged from the 2011–2012 agreement and has been previously reviewed and approved by the District’s legal counsel.

***CUSD Strategic Plan Pillar 5: Effective Operations***

***Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services***

**27. USE OF FACILITIES LEASE AGREEMENT FOR 2012-2015, JOURNEY SCHOOL:**

Page 121  
**EXHIBIT 27**

Approval to renew a multi-year Use of Facilities Lease Agreement between the District and Journey School at the Foxborough campus. The current agreement expires on June 30, 2012. The renewal of the agreement allows the continued use of portable classrooms and ancillary facilities and provides for a graduated classroom expansion over the next three years. Terms of this agreement include a three-year extension from July 1, 2012, to June 30, 2015.

***CUSD Strategic Plan Pillar 5: Effective Operations***

***Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services***

**28. E-RATE APPLICATION FOR 2012-2013:**

Page 135  
**EXHIBIT 28**

Approval of the 2012-2013 E-Rate application. The Schools and Libraries Division (SLD) of the Universal Service Administrative Company provides affordable access to telecommunication services for all eligible schools and libraries in the United States via the federal E-Rate discount program. With the Trustees’ consent, the proposed E-Rate application with the bid selected contracts will be submitted to the SLD for final evaluation and approval. Board authorization of the E-Rate application is required before the application can be submitted to the SLD for review. The E-Rate application must be submitted to the SLD by March 20, 2012, to be considered for funding. SLD funding commitment letters will be awarded in the summer of 2012. Estimated expenditures for 2012-2013 utilizing discounts and these contracts are approximately \$856,000, funded by the general fund.

***CUSD Strategic Plan Pillar 5: Effective Operations***

***Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services***

**29. SECOND AMENDMENT/EXTENSION OF LEASE AGREEMENT – IQINVISION:**

Page 151  
**EXHIBIT 29**

Approval of the Second Amendment/Extension of the Lease Agreement with IQinVision, Incorporated for the current lease in Building C. IQinVision’s broker, Voit, contacted Grubb & Ellis Company (the District’s broker used in the previous transaction) regarding a desire to amend/extend their current agreement with a lower rent and a longer term. Authorized by the Board of Trustees on January 9, 2012, Grubb & Ellis negotiated a lease amendment/extension that is favorable to both parties. The amendment/extension includes an additional 40 months on the term, a new expiration date of December 31, 2016, and a revised rent beginning at \$1.90 per square foot, per month. Additionally, the revised rent includes a \$.05 increase per year until the lease expires.

***CUSD Strategic Plan Pillar 5: Effective Operations***

***Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services***

- 30. EXTENSION OF AGREEMENT FOR BID NO. 1011-10, ROOFING REPAIRS AND MAINTENANCE DISTRICTWIDE – ARCHITECTURAL ROOFING SYSTEMS, INCORPORATED, DBA PACIFIC ROOFING SYSTEMS:** Page 157  
**EXHIBIT 30**
- Approval of the extension of the agreement for roofing repairs and maintenance to be provided by Pacific Roofing Systems. The vendor was sent a letter requesting reduced pricing for the contract renewal term, March 9, 2012, through March 8, 2013. Even though the majority of the roof manufacturers have increased their material costs over the past calendar year, Pacific Roofing Systems offered reduced pricing on 40 items while holding their prices on the remaining 53 items.
- This contract provides roof repairs and maintenance for all facilities throughout the District. Estimated annual expenditures utilizing this contract are approximately \$350,000, funded from the deferred maintenance, routine restricted maintenance, modernization, and site funds.
- CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services*
- PERSONNEL SERVICES
- 31. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:** Page 177  
**EXHIBIT 31**
- Approval of the activity list for employment, separation, and additional assignments of classified employees. These positions will be charged to the appropriate fund and are included in the adopted budget.
- CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services*
- 32. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:** Page 185  
**EXHIBIT 32**
- Approval of the activity list for employment, separation, and additional assignments of certificated employees. These positions will be charged to the appropriate fund and are included in the adopted budget.
- CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services*
- 33. STUDENT TEACHING AGREEMENT, BIOLA UNIVERSITY:** Page 197  
**EXHIBIT 33**
- Approval of a student teaching agreement with Biola University. During the school year, master teachers are selected to work with student teachers to fulfill the requirements for student teaching at various institutes of higher education. Student teaching is the fieldwork experience necessary to earn a California Teaching Credential.
- CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services*
- 34. MASTER TEACHER PAYMENT:** Page 199  
**EXHIBIT 34**
- Approval of payment to District master teachers who supported a student teacher during the 2011 fall semester. Student teachers from various universities are placed in the District throughout the school year. Current university agreements specify that institutions pay master teachers a nominal stipend for their supervision and support of student teachers. California State University, Fullerton has agreed to reimburse the District for all costs associated with compensating master teachers. The compensation amounts may differ as a result of including statutory costs.
- CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services*

**35. INTERN PROGRAM-SPEECH-LANGUAGE PATHOLOGY ASSISTANT, CERRITOS COMMUNITY COLLEGE:**

Page 201  
**EXHIBIT 35**

Approval of an intern agreement with Cerritos Community College to offer a Speech-Language Pathology Assistant intern program. In order to meet the demand of providing qualified Speech-Language service providers, Personnel Services and the Special Education department have researched a variety of service delivery options. The recommended support system involves a one-on-one model where the Speech and Language Assistant is paired with a California certified Speech and Language teacher. There is no additional financial impact.

***CUSD Strategic Plan Pillar 5: Effective Operations***

***Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services***

Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

ROLL CALL:

Student Advisor Ryan Pallas \_\_\_\_\_

Trustee Addonizio \_\_\_\_\_

Trustee Alpay \_\_\_\_\_

Trustee Brick \_\_\_\_\_

Trustee Bryson \_\_\_\_\_

Trustee Hatton \_\_\_\_\_

Trustee Palazzo \_\_\_\_\_

Trustee Pritchard \_\_\_\_\_

**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.**

**ADJOURNMENT**

Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS MONDAY, MARCH 12, 2012, 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](http://www.capousd.org)

## 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.*

CALIFORNIA DEPARTMENT OF EDUCATION  
**GENERAL WAIVER REQUEST**

GW-1 (Rev. 10-2-09) <http://www.cde.ca.gov/re/lr/wr/>

**First Time Waiver:** \_\_\_\_\_  
**Renewal Waiver:**   X  

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](mailto:waiver@cde.ca.gov)

		CD CODE						
		3	0	6	6	4	6	4
Local educational agency: Capistrano Unified School District on behalf of Capistrano Connections Academy		Contact name and Title: Frances Sassin Business Manager, California Connections Academy schools and Julie Hatchel, Assistant Superintendent, Education Services, Capistrano Unified School District				Contact person's e-mail address: <a href="mailto:fsassin@sbcglobal.net">fsassin@sbcglobal.net</a>  <a href="mailto:jhatchel@capousd.org">jhatchel@capousd.org</a>		
Address: (City) (State) (ZIP)		Phone (and extension, if necessary): (949) 461-1667 X309				Fax Number: (949) 425-8791		
33122 Valle Rd San Juan Capistrano CA 92675								
Period of request: (month/day/year)		Local board approval date: (Required)				Date of public hearing: (Required)		
From: 7/1/2012 To: 6/29/2013		February 29, 2012				February 29, 2012		
<b>LEGAL CRITERIA</b>								
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): Circle One: <i>EC</i> or <i>CCR</i> : <i>BOTH</i> <i>California Education Code</i> Section 51745.6, and <i>California Code of Regulations</i> , Title 5, sections 11704, and portions of 11963.4(a)(3), Topic of the waiver: Pupil to Teacher Ratio for Independent Study Charter Schools								
2. If this is a renewal of a previously approved waiver, please list Waiver Number: <u>31-3-2011-WC-2</u> and date of SBE Approval: <u>July 13, 2011</u> Renewals of waivers must be submitted two months before the active waiver expires. PLEASE SEE ATTACHED EXPLANATION OF RENEWAL REQUEST								
3. Collective bargaining unit information. Does the district have any employee bargaining units? <u>  X  </u> No <u>  </u> Yes If yes, please complete required information below: See comment below  Bargaining unit(s) consulted on date(s):  Name of bargaining unit and representative(s) consulted:  The position(s) of the bargaining unit(s): <u>  </u> Neutral <u>  </u> Support <u>  </u> Oppose ( <i>Please specify why</i> )  Comments (if appropriate): Independent Charter School does not have a bargaining unit								
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>  </u> Other: ( <i>Please specify</i> )								

5. Advisory committee or school site councils. Please identify the council(s) or committee that reviewed this waiver:

The Board of Directors of Capistrano Connections Academy approved requesting renewal of the waiver at a board meeting.

Date the committee/council reviewed the waiver request: January 24, 2012

Were there any objection(s)? No X Yes \_\_\_\_ (If there were objections please specify)

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**).

California *Education Code* Section 51745.6, and *California Code of Regulations*, Title 5, sections 11704 and portions of 11963.4(a)(3) as follows:

...and the ratio of average daily attendance for independent study pupils to full-time certificated employees responsible for independent study does not exceed a pupil-teacher ratio of ~~25:1~~ 27.5:1

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.

Capistrano Connections Academy (CapoCA) provides a high quality virtual education to students in Southern California. Teachers work primarily from the school office but serve students in a large geographic area using a variety of technological tools. An increase in the pupil to teacher ratio will allow cost savings while maximizing the resources that a virtual school can offer to students. Given the budget constraints caused by the current financial crisis, CapoCA proposes to implement needed budget cuts by fully utilizing such efficiencies offered by on-line education. Despite fiscal challenges, if any additional revenue results from the increased ratio, it will be directed back to services which support student learning in the virtual environment, such as enhanced curricular offerings, increased test preparation services, increased remediation and intervention services for struggling students, and/or increased access to technology tools.

See also attached explanation of school API scores.

8. Demographic Information:  
The charter school has a student population of 1593 (as of October, 2011) and is located in and sponsored by Capistrano Unified School District, a suburban district in Orange County. However, as a virtual school, the charter enrolls students from all areas of Orange County and contiguous counties.

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:

Joseph M. Farley

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:

## **Capistrano Connections Academy Charter School**

Waiver of cap on student-teacher ratio of 25:1 to increase to 27.5:1

Discussion of API scores related to waiver renewal request

February 5, 2012

Capistrano Connections Academy (CapoCA) is a virtual charter school serving a very broad geographic area in Southern California. The school enrolls students from five counties and serves a diverse population from those counties. The school has grown considerably over the eight school years that it has been in operation. This can be seen in the increases in enrollment from October of 2009 with 1020 students, to October of 2010 with 1276 students, to the current year enrollment in October of 2011 with 1593 students. In two years the school enrollment has increased over 50%. The school is expected to grow again to about 1900 students next year. It is also important to note that due to the unique program offered, CapoCA experiences a lot of student turnover both during the year, as well as from year to year.

Over the past five years of standardized test scores, the school has seen overall growth in student test performance. The API score in 2007 was 725. The following year (2008) the score jumped to 754 and the school received a similar schools ranking of 10, the highest possible. In 2009 the API again increased, to 773 and the school again had a similar schools ranking of 10. The API in 2010 was 793, and the similar schools ranking was still 10. Then, in 2011, the API declined for the first time to 779, though this was still higher than the 773 in 2009.

Due to the large area being served, the diverse demographic population of the student body, the mobility of the students in and out of the school, and the significant overall growth of the school, the number of student scores included in the API calculation that reflect the same students from year to year is relatively low, and as a result, the test data is subject to quite a bit of statistical variation. The school believes that the decline from 2010 to 2011 was not due to any actual negative trend in the educational program, but rather to statistical variation, since the students tested are often not the same students from year to year. There is not a stable "core" of students who are included in the API scores. Many students enroll in the virtual school who are significantly behind grade level. Analysis of longitudinal data on students who have been with the school for more than one school year should reveal good student gains across time. As CALPADS becomes more robust, the school anticipates being able to better document its "value added" model.

The theory that this is impacting API is further supported by the fact that the "sister" school in the Central Valley, Central California Connections Academy, experienced a large increase in its API scores between 2010 and 2011, and the schools share a common curriculum, instructional methods, and even

share some staff. In addition, the consistent similar schools ranking of 10 over the past 3 years demonstrates that CapoCA is doing an excellent job educating the diverse student population it serves.

To ensure that the school meets or exceeds the growth targets for 2012, CapoCA has put in place several significant interventions this school year. These include a more in depth statistical analysis of individual student test data, with individual targeted intervention strategies for students who are underperforming. To implement this data driven strategy, additional specialized staff were hired to provide intervention type instruction to students identified in this manner.

Most important to note with respect to the student teacher ratio waiver under consideration is that the waiver for the 2010-11 school year was not approved by the State Board of Education until July of 2011, AFTER the end of that school year. For this reason, the school had not fully been able to implement a higher student to teacher ratio during the 2010-11 school year, and therefore believes that there is NOT a connection between the decrease in API scores and an increase in student teacher ratio.

CapoCA is requesting a renewal of the waiver for one additional school year in order to continue to implement the educational enhancements to the virtual program and be able to effectively document that this will, in fact, increase student performance. Approval of the waiver renewal for one additional year will allow the school to have two full school years to demonstrate the positive effects of the increased fiscal flexibility on the educational program that the waiver allows.

Further discussion and analysis of test data is available upon request from the school.



**GENERAL WAIVER REQUEST**

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

<http://www.cde.ca.gov/re/lr/wr/>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](mailto:waiver@cde.ca.gov)

		CD CODE						
		3	0	6	6	4	6	4
Local educational agency:  Capistrano Unified School District		Contact name and Title:  Julie Hatchel, Assistant Superintendent, Education Services				Contact person's e-mail address:  <a href="mailto:jhatchel@capousd.org">jhatchel@capousd.org</a>		
Address: (City) (State) (ZIP)  33122 Valle Rd 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: 7/1/2012 To: 6/29/2013		Local board approval date: (Required) February 29, 2012				Date of public hearing: (Required) February 29, 2012		
<b>LEGAL CRITERIA</b>								
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): Circle One: <i>EC</i> or <i>CCR</i> : <i>BOTH</i> <i>California Education Code</i> Section 51745.6, and <i>California Code of Regulations</i> , Title 5, sections 11704, and portions of 11963.4(a)(3), Topic of the waiver: Pupil to Teacher Ratio for Independent Study Schools								
2. If this is a renewal of a previously approved waiver, please list Waiver Number: <u>N/A</u> and date of SBE Approval: <u>N/A</u> 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>  No  </u> <u>  X  </u> Yes If yes, please complete required information below: See comment below  Bargaining unit(s) consulted on date(s): February 13, 2012  Name of bargaining unit and representative(s) consulted: Capistrano Unified Education Association, Vicki Soderberg, President  The position(s) of the bargaining unit(s): <u>  X  </u> Neutral <u>      </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 website								

5. Advisory committee or school site councils. Please identify the council(s) or committee that reviewed this waiver:

The Achievement For All advisory committee approved requesting the waiver.

Date the committee/council reviewed the waiver request: February 14, 2012

Were there any objection(s)? No X Yes \_\_\_\_ (If there were objections please specify)

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**).

California *Education Code* Section 51745.6, and *California Code of Regulations*, Title 5, sections 11704 and portions of 11963.4(a)(3) as follows:

...and the ratio of average daily attendance for independent study pupils to full-time certificated employees responsible for independent study does not exceed a pupil-teacher ratio of ~~25:1~~ 34.5:1

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.

California Preparatory Academy will open in September, 2012 and will provide a high quality virtual education to students in Southern California. Teachers will work primarily from the school office but serve students in a large geographic area using a variety of technological tools. An increase in the pupil to teacher ratio will allow cost savings while maximizing the resources that a virtual school can offer to students. Given the budget constraints caused by the current financial crisis, Capistrano Unified School District proposes to implement needed budget cuts by fully utilizing such efficiencies offered by on-line education. Despite fiscal challenges, if any additional revenue results from the increased ratio, it will be directed back to services which support student learning in the virtual environment, such as enhanced curricular offerings, increased test preparation services, increased remediation and intervention services for struggling students, and/or increased access to technology tools. The teacher:student ratio of 34.5:1 mirrors the ratio at the comprehensive high school.

8. Demographic Information:

Capistrano Unified School District has a student population of 50,488 and is located in the suburban area of San Juan Capistrano, Orange County. 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:

Joseph M. Farley

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:



**SPECIFIC WAIVER REQUEST**

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

<http://www.cde.ca.gov/re/lr/wr/>First Time Waiver: XRenewal 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](mailto:waiver@cde.ca.gov)

		CD CODE						
		3	0	6	6	4	6	4
Local educational agency:  Capistrano Unified School District		Contact name and Title:  Julie Hatchel, Asst. Supt., Education					Contact person's e-mail address: <a href="mailto:jhatchel@capousd.org">jhatchel@capousd.org</a>	
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: 7/1/11 To: 6/29/13		Local board approval date: (Required)  February 29, 2012						
<b>LEGAL CRITERIA</b>								
<p>1. Authority for the waiver: <u>EC 41382</u> Specific code section:          Write the EC Section citation, which allows you to request, or authorizes the waiver of the specific EC Section you want to waive.</p> <p>EC 41382. The principal of any elementary school maintaining kindergarten classes or regular day classes in grades 1 to 3, inclusive, may recommend to the governing board of the school district, or the governing board may adopt a resolution determining, that an exemption should be granted from any of the provisions of Section 41376, 41378, or 41379 with respect to such classes on the basis that such provisions prevent the school and school district from developing more effective educational programs to improve instruction in reading and mathematics for pupils in the specified classes. Upon approval of such recommendation, or the adoption of such resolution, the governing board shall make application to the State Board of Education on behalf of the school for an exemption for such classes from the specified provisions.</p>								
<p>2. Education Code or California Code of Regulations or portion to be waived.          Section to be waived: (number) 41376(a) (c) (d) and 41378 Circle One: <u>EC</u> or CCR</p> <p>Brief Description of the topic of the waiver: Waive the Class Size Penalty – Kindergarten          Waive the Class Size Penalty – Grades 1-3</p>								
<p>3. If this is a renewal of a previously approved waiver, please list Waiver No: <u>N/A</u> and date of SBE approval <u>N/A</u>          Renewals of Waivers must be approved by the local board and submitted two months before the active waiver expires.</p>								
<p>4. Collective bargaining unit information. (Not necessary for EC 56101 waivers)</p> <p>Does the district have any employee bargaining units? <u>  </u> No <u>  X  </u> Yes If yes, please complete required information below:</p> <p>Bargaining unit(s) consulted on date(s): February 13, 2012</p> <p>Name of bargaining units and representative(s) consulted: Capistrano Unified Education Association, Vicki Soderberg, President</p> <p>The position(s) of the bargaining unit(s): <u>  X  </u> Neutral <u>  </u> Support <u>  </u> Oppose (Please specify why)</p> <p>Comments (if appropriate): The District would need to negotiate an increase in the staffing ratio in order to increase class size district wide in grades K-3. Article 8 in the CUEA contract addresses the staffing ratios (Article 8.3) and individual class size maximums (Article 8.5). The staffing ratio is 30.5:1 in Kindergarten and 31.5:1 in grades 1-3. Should an individual class in Kindergarten exceed 32:1 and 33:1 in grades 1-3, Article 8.5.1 provides one full-day release per month by a substitute. Class sizes are monitored closely and the classes that fall into Article 8.5 are kept to a minimum.</p>								

EXHIBIT 6

11

5. Advisory committee or school site council that reviewed the waiver. Name: Achievement For All Advisory Committee

Per EC 33051(a) if the waiver affects a program that requires a school site council that council must **approve** the request.  
Date advisory committee/council reviewed request: February 14, 2012

X  Approve      Neutral      Oppose

Were there any objection? Yes   No  X  (If there were objections please specify)

CALIFORNIA DEPARTMENT OF EDUCATION  
**SPECIFIC WAIVER REQUEST**  
SW-1 (Rev. 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 (or use a **strike out key** if only portions of sections are to be waived). (Attach additional pages if necessary.)

~~EC 41376 (a)(c) and (d) The Superintendent of Public Instruction, in computing apportionments and allowances from the State School Fund for the second principal apportionment, shall determine the following for the regular day classes of the elementary schools maintained by each school district: (a) For grades 1 to 3, inclusive, he shall determine the number of classes, the number of pupils enrolled in each class, the total enrollment in all such classes, the average number of pupils enrolled per class, and the total of the numbers of pupils which are in excess of thirty (30) in each class. For those districts which do not have any classes with an enrollment in excess of 32 and whose average size for all the classes is 30.0 or less, there shall be no excess declared. For those districts which have one or more classes in excess of an enrollment of 32 or whose average size for all the classes is more than 30, the excess shall be the total of the number of pupils which are in excess of 30 in each class having an enrollment of more than 30. (b) For grades 4 to 8, inclusive, he shall determine the total number of pupils enrolled, the number of full-time equivalent classroom teachers, and the average number of pupils per each full-time equivalent classroom teacher. He shall also determine the excess if any, of pupils enrolled in such grades in the following manner: (1) Determine the number of pupils by which the average number of pupils per each full-time equivalent classroom teacher for the current fiscal year exceeds the greater of the average number of pupils per each full-time equivalent classroom teacher in all the appropriate districts of the state, as determined by the Superintendent of Public Instruction, for October 30, 1964, or the average number of pupils per each full-time equivalent classroom teacher which existed in the district on either October 30, 1964 or March 30, 1964, as selected by the governing board. (2) Multiply the number determined in (1) above by the number of full-time equivalent classroom teachers of the current fiscal year. (3) Reduce the number determined in (2) above by the remainder which results from dividing such number by the average number of pupils per each full-time equivalent teacher for October 30, 1964, as determined by the Superintendent of Public Instruction in (1) above. (c) He shall compute the product obtained by multiplying the excess number of pupils, if any, under the provisions of subdivision (a) of this section by ninety seven hundredths (0.97), and shall multiply the product so obtained by the ratio of statewide change in average daily attendance to district change in average daily attendance. Change in average daily attendance shall be determined by dividing average daily attendance in grades 1, 2 and 3 reported for purposes of the first principal apportionment of the current year by that reported for purposes of the first principal apportionment of the preceding year. (d) If the school district reports that it has maintained, during the current fiscal year, any classes in which there were enrolled pupils in excess of thirty (30) per class pursuant to subdivision (a) of this section, and there is no excess number of pupils computed pursuant to subdivision (b) of this section, he shall decrease the average daily attendance reported under the provisions of Section 41601 by the product determined under subdivision (c) of this section.~~

EC 41378. The Superintendent of Public Instruction, in computing apportionments and allowances from the State School Fund for the second principal apportionment, shall determine the following for the kindergarten classes maintained by each school district maintaining kindergarten classes. (a) The number of pupils enrolled in each kindergarten class, the total enrollment in all such classes, and the average number of pupils enrolled per class. (b) The total number of pupils which are in excess of thirty-three (33) in each class having an enrollment of more than thirty-three (33). (c) The total number of pupils by which the average class size in the district exceeds 31. (d) The greater number of pupils as determined in (b) or (c) above. (e) He shall compute the product obtained by multiplying the excess number of pupils computed pursuant to subdivision (d) of this section by ninety seven hundredths (0.97). He shall decrease the average daily attendance reported under the provisions of Section 41601 by the resulting product.

7. Desired outcome/rationale. State what you hope to accomplish with the waiver. 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. (Attach additional pages if necessary.)

The District is requesting the class size limit be waived and allow the class size average in kindergarten to increase from 31 to 33 and in grades 1-3 from 30 to 31.

With the current class size limits, the District is not receiving the full allocation for grades K-3. If this waiver is approved, additional revenue will fill some of the funding gap that exists due to the decreased revenue from the current State fiscal crisis. The District will be better equipped to have increased student performance in reading and mathematics with additional revenue.

8. Demographic Information:  
Capistrano Unified School District has a student population of 50,488 and is located in the suburban city of San Juan Capistrano in Orange County. Demographic information regarding tested subgroups is attached.

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

**Has there been a Categorical Program Monitoring (CPM) finding on this issue?**   X   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:  Joseph M. Farley	Title:  Superintendent	Date:
Signature of SELPA Director (only if a Special Education Waiver)		Date:
<b>FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY</b>		
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:



**BOARD OF TRUSTEES OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT**  
San Juan Capistrano, California

**RESOLUTION NO. 1112-33**

**RESERVING THE RIGHT TO MAKE  
2012-2013 EMPLOYEE COMPENSATION REDUCTIONS**

*WHEREAS*, present and projected reductions in state funding for California public schools have resulted and will result in a significant decrease in income for the District; and

*WHEREAS*, as a result of reductions in state funding the District will be required to reduce its 2012-2013 budget in the amount of \$30 million. If a proposed tax initiative fails, an additional \$18 million in reductions will be necessary; and

*WHEREAS*, the reduction in state funding necessitates the Board consider all available options for reduction of spending; and

*WHEREAS*, the Board desires to reserve the right, subject to any applicable negotiation requirements, unless authorized to act based upon business necessity, to reduce compensation for both represented and unrepresented employees for the 2012-2013 school year; and

*WHEREAS*, employee salaries constitute over 90 percent of the District budget; and

*WHEREAS*, the Board will reopen collective bargaining agreements with the Capistrano Unified Education Association, the California School Employees Association, and Teamsters, which have the effect of reducing employee compensation for the 2012-2013 school year; and

*WHEREAS*, the Board has determined it is appropriate to inform all employees of the Board's decision to negotiate possible 2012-2013 compensation reductions.

*NOW THEREFORE BE IT RESOLVED* the Board of Trustees of the Capistrano Unified School District, does hereby:

1. Find it is necessary to negotiate a reduction in salaries and work year/annual compensation for certificated and classified employees for the 2012-2013 fiscal year
2. Reserve its right to initiate negotiations under the State's collective bargaining laws, Government Code section 3540 et seq., to reduce certificated and classified salaries and work year/annual compensation for the 2012-2013 fiscal year

*BE IT FURTHER RESOLVED* the Board of Trustees' designees are directed to notify all administrative, supervisory, and confidential employees of the possibility adjustments may be made with respect to work year, compensation, and benefits for the 2012-2013 school year; and

*BE IT FURTHER RESOLVED* the Board of Trustees reserves the right to reduce annual compensation for unrepresented employees effective July 1, 2012, or a date thereafter;

*PASSED AND ADOPTED* by the Board of Trustees of the Capistrano Unified School District on February 29, 2012, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

DATED: February 29, 2012

BOARD OF TRUSTEES OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT,  
COUNTY OF ORANGE, STATE OF CALIFORNIA

By: \_\_\_\_\_  
Lynn Hatton  
Clerk of the Board of Trustees

By: \_\_\_\_\_  
Joseph M. Farley, Ed.D.  
Superintendent

Date: February 29, 2012

c: Superintendent, Orange County Department of Education

**CUSD LETTER HEAD  
SAMPLE LETTER TO EMPLOYEES**

Date: \_\_\_\_\_

Dear

As I am sure you are aware, the State of California continues to face budget challenges. While the Governor's May Revise proposes "flat funding" for K-12 schools in 2012-2013, the District still receives approximately 20 percent less in income revenues than entitled. Until the state budget is officially adopted, the District must be prepared for any additional reductions that may result between now and budget enactment.

Therefore, out of necessity, the District must reserve the right to reduce salary and/or the work year of employees that will have the effect of reducing annual salaries beginning the 2012-2013 school year, subject to applicable collective bargaining negotiation requirements.

We regret the need for this notice; however, in order to be fiscally responsible, the Board believes it must preserve its options in light of the continuing budget challenges.

Sincerely,

Jodee Brentlinger  
Assistant Superintendent  
Personnel Services

## CALIFORNIA EDUCATION CODE

**45022** The governing board of any school district shall fix and order paid the compensation of persons in public school service requiring certification qualifications employed by the board unless otherwise prescribed by law.

**45032.** The governing board of a school district may at any time during any school year increase the salaries of persons employed by the district in positions requiring certification qualifications, such increase to be effective on any date ordered by the governing board.

**45162.** (a) The governing board of any school district shall, not later than the date prescribed by law for approval of the publication budget of every year, fix the annual salaries for the ensuing school year for all persons employed by the district in positions not requiring certification qualifications. The governing board may, at the time, include an increase in such annual salaries, all or part of which increase is conditional upon the actual receipt by the district of anticipated revenue from all sources. If the revenue actually received is less than that anticipated, the governing board may, at any time during the school year, reduce such annual salaries by an amount not to exceed the amount which was granted subject to the receipt of such revenues.

(b) The governing board of a school district may, at any time during the school year, increase the salaries of persons employed by the district in positions not requiring certification qualifications. Such increase shall be effective on any date ordered by the governing board.

(c) A governing board may, at any time, increase the wages or salaries of classified employees if the board or, in a merit system district, the personnel commission approves a classification change in a position, a class of positions, or any or all of the positions or classes of positions a part of the classified service.

(d) The provisions of this section shall not be construed to permit a governing board to demote or dismiss an employee as a result of reclassification of a position or class of positions except as may otherwise be permitted by law.

(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) of this chapter.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 29, 2012

**RESOLUTION NO. 1112-35**  
**REDUCTION OF CERTIFICATED EMPLOYEES: NON MANAGEMENT AND**  
**MANAGEMENT PERSONNEL**

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**BACKGROUND INFORMATION**

Each January school districts begin the budget development cycle for the upcoming school year. This January, the governor presented a complex plan that proposes “flat funding” if and only if a tax initiative is approved by voters in November. By June 30, 2012, school districts across the state will be expected to approve an operating budget based on a preliminary budget presented in January, revised in May, and then contingent upon a tax increase only known in November. In addition, the “flat funding” model includes the complete elimination of home to school transportation which, for some students, districts across the state are legally mandated to provide. Therefore, Districts will incur the costs of providing such services from their existing and dwindling resources.

With the governor’s proposal, the District is anticipating a \$30 million shortfall as it prepares for 2012-2013. An additional shortfall of \$18 million will occur if the tax initiative fails. With personnel costs now exceeding 90 percent of the District’s total budget, the District must consider all options available in an effort to provide maximum flexibility during the budget development process. This includes preparing for the worst case scenario.

Adding to the revenue reductions the District is experiencing, declining enrollment continues, and is exacerbated as a result of rolling back the kindergarten entrance date to November 1. Further increasing this decline is the loss of CUSD students to charter schools.

Preparing for a significant budget shortfall creates the need to consider an increase in class size as well as the possibility of reducing or eliminating programs and services. Therefore, notices to certificated employees included in this item are due to a reduction in anticipated revenue because of declining enrollment (and the need to reduce services as a result), possible changes in staffing patterns, and to accommodate potential impacts from collective bargaining decisions. California law requires certificated employees be notified no later than March 15 if there is a possibility they may be reassigned or laid off from their current position in the ensuing year.

In addition to California Education Code prescribing legal timelines and processes for reducing the work force (RIF) of probationary and permanent employees, since 2007, case law (*Bakersfield Teachers Association vs. Bakersfield Unified School District*), now requires districts to provide limited due process rights for certificated employees hired on temporary contracts using categorical funding sources as defined in Education Code §44909.

Reduction of Certificated Employees: Non Management  
and Management Personnel,  
Resolution Number 1112-35  
February 29, 2012  
Page 2

Therefore, this item consolidates preparing for the reduction and/or elimination of particular kinds of service and notification to all temporary employees of their limited due process rights to be released from their employment at the end of this school year.

### **CURRENT CONSIDERATIONS**

This agenda item proposes for Board consideration the reduction or discontinuance of particular kinds of services and programs as identified in Resolution No. 1112-35. Such programs and services may include the elimination of grant and categorical funded positions (nurses, TOSA's).

Resolution No. 1112-35 allows for an increase in class size pending any necessary negotiations and final Board approval. Further, this item seeks authorization for the Superintendent and/or designee to provide notice to certificated employees who may be laid off or reassigned in accordance with Education Codes §44949 and §44955.

### **FINANCIAL IMPLICATIONS**

The overall budget will be reduced in direct proportion to the FTE's identified in this agenda item.

### **STAFF RECOMMENDATION**

It is recommended that the Board of Trustees adopt Resolution No. 1112-35 and authorize the District to issue March 15 notices.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Resolution No. 1112-35

**REDUCTION OR ELIMINATION OF CERTAIN CERTIFICATED SERVICES**  
(Education Code sections 44949 and 44955)

*WHEREAS*, Sections 44949 and 44955 of the Education Code require action by the Board of Education in order to reduce or eliminate services and permit the layoff of certificated employees; and,

*WHEREAS*, the Superintendent of the Capistrano Unified School District has recommended to the Board of Education that particular kinds of services be reduced or eliminated no later than the beginning of the 2012-2013 school year; and,

*WHEREAS*, the Board of Education has determined that a reduction or elimination of particular kinds of services is needed no later than the beginning of the 2012-2013 school year; and,

*WHEREAS*, as a result of the reduction or elimination of particular kinds of services, it will be necessary to reduce the number of certificated employees of the District; and,

*WHEREAS*, the District currently employs permanent, probationary, temporary leave replacement, temporary categorical, and substitute certificated employees; and,

*WHEREAS*, certain temporary leave replacement and temporary categorical employees were previously employed by the District as probationary or permanent certificated employees prior to the current 2011-2012 school year; and,

*WHEREAS*, such employees who were previously employed by the District as probationary or permanent certificated employees who were laid off pursuant to Education Code sections 44949 and 44955 prior to the current 2011-2012 school year possess and maintain rights to the extent provided by Education Code sections 44956 (permanent) and 44957 (probationary); and,

*WHEREAS*, employment during the current 2011-2012 school year as a substitute, temporary leave replacement, or temporary categorical employee does not constitute a reinstatement of employment or affect any rights possessed by such employees under Education Code sections 44956 and 44957; and,

*WHEREAS*, the Board of Education has considered all positively assured attrition which has occurred to date, that is, all deaths, resignations, retirements and other permanent vacancies, in reducing these services and, in addition to the attrition already assured, finds it necessary to reduce additional particular kinds of services; and,

*WHEREAS*, any additional attrition occurring after the date of this resolution, including retirements through any retirement incentive program, will be taken into account by the District prior to issuing final notices of layoff or release by the deadline fixed by law.

*NOW, THEREFORE, BE IT RESOLVED* by the Board of Education of the Capistrano Unified School District:

1. That all of the foregoing recitals are true and correct.
2. That because of the financial constraints resulting from revenue being insufficient to maintain the current levels of programs, and necessary program changes resulting therefrom, the Board of Education hereby determines to reduce or eliminate those positions set forth in **Attachment A**, attached hereto and incorporated by reference herein, listing by level, subject field or classification, and full-time equivalent, those positions that shall be reduced or eliminated no later than the beginning of the 2012-2013 school year.
3. That because of the elimination and reduction of particular kinds of services listed in **Attachment A** it is necessary to terminate at the end of the 2011-2012 school year certificated employees equal in number to the positions affected in the reduction or elimination of the above-described particular kinds of service.
4. That in identifying the particular kinds of services listed in **Attachment A** for reduction or elimination, the Board of Education confirms that all programs and services performed by certificated employees of the District that are not so identified shall be maintained and staffed with individuals who are both competent and credentialed to perform such services. The Board of Education reserves the right to identify additional services for reduction or elimination.
5. That the seniority and qualifications of some of the employees in the services being reduced or eliminated are such that they have displacement rights by virtue of seniority, and that, unless permitted by law, no employee will be terminated while a less senior employee is retained to render a service which the more senior employee is both certificated and competent to render.
6. That in selecting those probationary and permanent certificated employees who shall receive notice of termination pursuant to this Resolution, Education Code section 44955 requires the Board of Education to state specific criteria to be used in determining the order of termination of certificated employees who first rendered paid service to the Board of Education in a probationary position on the same date.
7. That the criteria to be used in determining the order of termination of certificated employees who first rendered paid service to the Board of Education in a probationary position on the same date are listed and described in **Attachment B**, which is attached hereto and incorporated by reference herein.

8. That the criteria to be used in determining the order of termination of certificated employees who first rendered paid service to the Board of Education in a probationary position on the same date, listed and described in **Attachment B**, are based solely on the needs of the Capistrano Unified School District and the students thereof.
9. That the criteria for determining the order of termination of certificated employees who first rendered paid service to the Board of Education in a probationary position on the same date shall only be applied to those employees serving in probationary or permanent positions during the current 2011-2012 school year, and shall not be applied to any individuals who during the current 2011-2012 school year are classified as temporary leave replacement, temporary categorical, or substitute employees.
10. That in selecting those probationary and permanent certificated employees who shall receive notice of termination pursuant to this Resolution, Education Code section 44955 allows the Board of Education to deviate from terminating a certificated employee in order of seniority by virtue of their competence, credential(s), assignment, and the specific needs of the District and its students.
11. That the criteria that will be applied to deviate from terminating certificated employees who may otherwise be terminated by order of seniority, are based on the needs of the students of the District, and will ensure that, unless permitted by law, no employee will be terminated while a less senior employee is retained to render service which the more senior employee is both certificated and competent to render.
12. That unless specifically identified in **Attachment A** as a particular kind of service to be eliminated or reduced, Administration shall ensure that each and every remaining program is staffed with certificated employees who are competent and credentialed for the specific program.
13. That in observing the statutory rights of more senior certificated employees performing services in a subject matter or field identified by the District for reduction or elimination to displace a less senior certificated employee, a more senior certificated employee may displace a less senior certificated employee if it is established to the satisfaction of the District that the more senior certificated employee is competent and credentialed to render the services performed by a less senior certificated employee. Qualifications for a position must include status of "highly qualified" for the subject or field within the meaning of the No Child Left Behind Act, appropriate certification qualifications (including appropriate English Language authorizations), and all special authorizations required for the position. In no event may a more senior employee displace a less senior employee unless the more senior employee is both competent and credentialed for the entire assignment of the less senior employee.

14. That the Superintendent or his designated representative will send appropriate notices to all probationary and permanent employees possibly affected by virtue of the reduction and elimination of particular kinds of service. Said notices shall serve as notice that it has been recommended that each of their services will not be required for the 2012-2013 school year, pursuant to Education Code sections 44949 and 44955.
15. That the Superintendent or his designee shall notify all temporary leave replacement and temporary categorical employees that if they claim they cannot be released pursuant to Section 44954, and they believe they are entitled to a hearing pursuant to Sections 44949 and 44955, they should request a hearing on the merits.
16. That said notices to temporary leave replacement and temporary categorical employees shall state that, in the event they claim they are, in fact, currently probationary or permanent certificated employees of the District, or otherwise believe they may participate in the certificated layoff hearing process, said notices also serve as notice that it has been recommended that each of their services will not be required for the 2012-2013 school year, pursuant to Education Code sections 44949 and 44955.
17. That there is no relative seniority among temporary leave replacement and/or temporary categorical employees.
18. That employees currently classified as temporary leave replacement and temporary categorical employees have no right to displace probationary and permanent certificated employees.
19. That in any event, all employees classified as temporary leave replacement and/or temporary categorical certificated employees shall pursuant to Education Code sections 44949, 44954 and 44955, be released by this action of the Board of Education no later than the end of the 2011-2012 school year. The employee numbers of current temporary leave replacement and temporary categorical certificated employees is set forth in **Attachment C**.
20. That this Board of Education hereby affirms that individuals previously employed as probationary and permanent employees prior to the current 2011-2012 school year and who were laid off from such employment in a prior school year maintain the rights and privileges accorded to probationary and permanent employees laid off during any prior school year, to the extent those employees continue to hold a place on a 24- or 39-month reemployment list pursuant to Education Code sections 44956 and 44957, and that the Board of Education's current action shall in no way be deemed to impair those established rights.

21. That the Superintendent or his designee is delegated authority to take all actions necessary and appropriate to accomplish the purposes of this Resolution.

*PASSED AND ADOPTED* by the Board of Trustees of the Capistrano Unified School District on February 29, 2012, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

DATED: February 29, 2012

BOARD OF TRUSTEES OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT,  
COUNTY OF ORANGE, STATE OF CALIFORNIA

By: \_\_\_\_\_  
Lynn Hatton  
Clerk of the Board of Trustees

By: \_\_\_\_\_  
Joseph M. Farley, Ed.D.  
Superintendent

Date: February 29, 2012

c: Superintendent, Orange County Department of Education

PARTICULAR KINDS OF SERVICE OR PROGRAM CERTIFICATED NON-MANAGEMENT POSITIONS	NUMBER OF FULL TIME EQUIVALENTS	NUMBER ON TEMP CONTRACTS
<b><i>Elementary Instructional Services (Self-Contained Classrooms)</i></b>		
Grades K-6	63.4	63.4
Dual Immersion	26	26
<b><i>Secondary Instructional Services (Single Subject Course Offerings)</i></b>		
Art	12.8	1.6
Business	6	3
English	47	47
Math	40.4	40.4
Music	22.1	22.1
Physical Education	12	9
Science – Life	14.2	12.2
Science – Physical	6.8	6.8
Social Science	25.6	25.6
World Language	7.2	7.2
<b><i>Special Education Services (Preschool – Adult Classrooms)</i></b>		
Adapted PE	2	2
Early Intervention Programs	1.8	.8
Psychologist	9.8	9.8
SpEd – Deaf and Hard of Hearing (DHH)	1	1
SpEd – Early Childhood Special Education (ECSE)	4	4
SpEd – Mild/Moderate	35	35
SpEd – Moderate/Severe	12	12
SpEd – Visually Impaired (VI)	.5	.5
<b><i>Instructional Support Services</i></b>		
Counselors	6	6
Nurses	2	2
Speech Pathologist	0.6	0.6
Teachers on Special Assignment (TOSA)	31.7	3.6
Psychologist on Special Assignment	1	
Speech Pathologist on Special Assignment	1	
<b><i>Certificated Management Positions</i></b>		
Director IV, Pupil Services	1	
Elementary Teaching Assistant Principals II	4	
Executive Director, Elem Schools & Early Childhood Programs	1	
Principal, Elementary	1	
<b>TOTAL</b>	<b>398.9</b>	<b>341.6</b>

**Tiebreaker Criteria and Point System to be Applied when Certificated Probationary and Permanent Employees Share the Same First Date of Paid Service in a Probationary Position**

Education Code section 44955 (b) states in part:

As between employees who first rendered paid service to the District on the same date, the governing board shall determine the order of termination solely on the basis of needs of the district and the students thereof.

The Governing Board has determined that between certificated employees who first rendered service in a probationary position to the District on the same date, the order of termination shall be determined by reference to the tiebreaking criteria and point system assigned as follows:

- a. One (1) point for specialty teaching emphasis in Advanced Placement (AP) courses in the 2011-12 school year.
- b. One (1) point for specialty teaching emphasis in International Baccalaureate (IB) courses in the 2011-12 school year.
- c. One (1) point for each additional credential (not Certificate of Eligibility) authorizing service in a subject currently not being rendered.
- d. One (1) point for holding a professional clear credential.
- e. One (1) point for earning a Master's degree.
- f. One (1) point for earning a Doctoral degree.
- g. One (1) point for service as a teaching assistant principal (TAP) in the 2011-12 school year.
- h. One (1) point for National Board Certification.

Certificated employees who receive a Preliminary Notice of Layoff in the 2011-12 school year and who share the same date of first paid service in a probationary position shall be ranked by total points.

If the criteria listed above do not break a tie, the District shall hold a lottery by March 27, 2012. Each tied group within the same seniority band employees shall have the right to attend the lottery and pick a lottery number. In the absence of the employee, the Deputy Superintendent, Personnel Services will select a lottery number on behalf of the employee.

These criteria have been determined to best serve the needs of the District and students thereof, and will be applied effective 2011-12.

Attachment B

22833	20248	26628	24950	24413	27894	27648
27327	18244	18186	25535	23693	22293	18578
23296	18893	27617	24812	28391	25155	29077
18148	11655	25733	24803	26657	28395	25480
22472	20339	17207	24487	22762	26796	17169
25135	20356	29047	26676	28405	29097	29079
25128	18910	29058	28386	25811	29094	28368
25132	20344	25477	28349	23747	21015	26365
25129	18917	12218	25164	25936	23871	24811
25133	20276	28362	26635	22494	29125	29083
23950	18918	20949	25152	22632	25151	16255
25096	18919	24104	26887	24673	28394	28366
20409	21504	27486	29123	26019	28353	28341
18950	19991	22348	27494	28396	28375	28378
20411	19462	21375	28363	29096	16487	29080
20247	19443	24749	28350	24421	22515	20326
18811	19718	24915	26677	22612	25956	18807
20259	20557	24881	25849	28385	26342	20645
19747	20379	29134	27473	26652	21355	29103
18820	20581	23456	25328	20714	23601	29102
18822	18980	24964	20307	23779	26748	28367
20271	18945	25033	26228	27495	26349	26396
20368	20392	16486	27485	26668	28372	29078
20275	20309	22167	25876	25639	21348	28399
20279	16733	29098	24285	16054	21093	15476
18880	21675	20548	27326	28373	22013	28462
20283	20587	22573	28397	28389	29141	25839
19176	20296	26300	26678	25638	21850	28406
18824	21665	26672	27157	18394	23677	27522
20286	18890	25255	25755	17546	15314	27610
20299	20255	23219	26359	25599	24068	21493
20290	13096	19129	24757	26831	28196	28422
20297	29072	28382	27496	28387	24308	25948
20394	19952	26391	22057	24975	27480	29113
20303	25788	25933	28398	27244	14398	28629
20306	21912	14370	25542	29073	24797	29370
18858	26666	24728	26138	27497	24683	29621
18867	26626	27932	26169	28351	27482	27272
21676	29048	29112	25820	27700	24602	29095
17695	29465	26722	24937	28917	28376	28364
18152	26251	21505	27470	27030	29044	29084
21035	25872	24239	26631	27488	23310	27730
12362	28005	24657	17942	27489	28497	26804
20315	27034	24907	27257	24697	16528	28826
20235	25633	24603	22682	27484	28408	29076
18881	23483	23839	28402	16572	28404	20157
19707	26658	26789	26777	29122	16709	28470
20354	29060	29090	21398	26859	28379	26478
20396	25706	24983	25852	22088	29104	25469
20329	28392	24108	25785	25817	24977	17796
28407	28383	29109	29099	29149	26687	21312
19138	27836	20319	21672			

## CALIFORNIA EDUCATION CODE

**44949.** (a) No later than March 15 and before an employee is given notice by the governing board that his or her services will not be required for the ensuing year for the reasons specified in Section 44955, the governing board and the employee shall be given written notice by the superintendent of the district or his or her designee, or in the case of a district which has no superintendent by the clerk or secretary of the governing board, that it has been recommended that the notice be given to the employee, and stating the reasons therefor. Until the employee has requested a hearing as provided in subdivision (b) or has waived his or her right to a hearing, the notice and the reasons therefor shall be confidential and shall not be divulged by any person, except as may be necessary in the performance of duties. However, the violation of this requirement of confidentiality, in and of itself, shall not in any manner be construed as affecting the validity of any hearing conducted pursuant to this section.

(b) The employee may request a hearing to determine if there is cause for not reemploying him or her for the ensuing year. A request for a hearing shall be in writing and shall be delivered to the person who sent the notice pursuant to subdivision (a), on or before a date specified in that subdivision, which shall not be less than seven days after the date on which the notice is served upon the employee. If an employee fails to request a hearing on or before the date specified, his or her failure to do so shall constitute his or her waiver of his or her right to a hearing. The notice provided for in subdivision (a) shall advise the employee of the provisions of this subdivision.

(c) In the event a hearing is requested by the employee, the proceeding shall be conducted and a decision made in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government **Code** and the governing board shall have all the power granted to an agency therein, except that all of the following shall apply:

(1) The respondent shall file his or her notice of defense, if any, within five days after service upon him or her of the accusation and he or she shall be notified of this five-day period for filing in the accusation.

(2) The discovery authorized by Section 11507.6 of the Government **Code** shall be available only if request is made therefor within 15 days after service of the accusation, and the notice required by Section 11505 of the Government **Code** shall so indicate. (3) The hearing shall be conducted by an administrative law judge who shall prepare a proposed decision, containing findings of fact and a determination as to whether the charges sustained by the evidence are related to the welfare of the schools and the pupils thereof. The proposed decision shall be prepared for the governing board and shall contain a determination as to the sufficiency of the cause and a recommendation as to disposition. However, the governing board shall make the final determination as to the sufficiency of the cause and disposition. None of the findings, recommendations, or determinations contained in the proposed decision prepared by the administrative law judge shall be binding on the governing board. Nonsubstantive procedural errors committed by the school district or governing board of the school district shall not constitute cause for dismissing the charges unless the errors are prejudicial errors. Copies of the proposed decision shall be submitted to the governing board and to the employee on or before May 7 of the year in which the proceeding is commenced. All

**CALIFORNIA EDUCATION CODE**

44949

Page 2

expenses of the hearing, including the cost of the administrative law judge, shall be paid by the governing board from the district funds. The board may adopt from time to time such rules and procedures not inconsistent with provisions of this section as may be necessary to effectuate this section.

(d) Any notice or request shall be deemed sufficient when it is delivered in person to the employee to whom it is directed, or when it is deposited in the United States registered mail, postage prepaid and addressed to the last known address of the employee.

(e) If after request for hearing pursuant to subdivision (b) any continuance is granted pursuant to Section 11524 of the Government **Code**, the dates prescribed in subdivision (c) which occur on or after the date of granting the continuance and the date prescribed in subdivision (c) of Section 44955 which occurs after the date of granting the continuance shall be extended for a period of time equal to the continuance.

## CALIFORNIA EDUCATION CODE

**44955.** (a) No permanent employee shall be deprived of his or her position for causes other than those specified in Sections 44907 and 44923, and Sections 44932 to 44947, inclusive, and no probationary employee shall be deprived of his or her position for cause other than as specified in Sections 44948 to **44949**, inclusive.

(b) Whenever in any school year the average daily attendance in all of the schools of a district for the first six months in which school is in session shall have declined below the corresponding period of either of the previous two school years, whenever the governing board determines that attendance in a district will decline in the following year as a result of the termination of an interdistrict tuition agreement as defined in Section 46304, whenever a particular kind of service is to be reduced or discontinued not later than the beginning of the following school year, or whenever the amendment of state law requires the modification of curriculum, and when in the opinion of the governing board of the district it shall have become necessary by reason of any of these conditions to decrease the number of permanent employees in the district, the governing board may terminate the services of not more than a corresponding percentage of the certificated employees of the district, permanent as well as probationary, at the close of the school year. Except as otherwise provided by statute, the services of no permanent employee may be terminated under the provisions of this section while any probationary employee, or any other employee with less seniority, is retained to render a service which said permanent employee is certificated and competent to render. In computing a decline in average daily attendance for purposes of this section for a newly formed or reorganized school district, each school of the district shall be deemed to have been a school of the newly formed or reorganized district for both of the two previous school years. As between employees who first rendered paid service to the district on the same date, the governing board shall determine the order of termination solely on the basis of needs of the district and the students thereof. Upon the request of any employee whose order of termination is so determined, the governing board shall furnish in writing no later than five days prior to the commencement of the hearing held in accordance with Section **44949**, a statement of the specific criteria used in determining the order of termination and the application of the criteria in ranking each employee relative to the other employees in the group. This requirement that the governing board provide, on request, a written statement of reasons for determining the order of termination shall not be interpreted to give affected employees any legal right or interest that would not exist without such a requirement.

(c) Notice of such termination of services shall be given before the 15th of May in the manner prescribed in Section **44949**, and services of such employees shall be terminated in the inverse of the order in which they were employed, as determined by the board in

accordance with the provisions of Sections 44844 and 44845. In the event that a permanent or probationary employee is not given the notices and a right to a hearing as provided for in Section **44949**, he or she shall be deemed reemployed for the ensuing school year. The governing board shall make assignments and reassignments in such a manner that employees shall be retained to render any service which their seniority and qualifications entitle them to render. However, prior to assigning or reassigning any certificated employee to teach a subject which he or she has not previously taught, and for which he or she does not have a teaching credential or which is not within the employee's major area of postsecondary study or the equivalent thereof, the governing board shall require the employee to pass a subject matter competency test in the appropriate subject. (d) Notwithstanding subdivision (b), a school district may deviate from terminating a certificated employee in order of seniority for either of the following reasons: (1) The district demonstrates a specific need for personnel to teach a specific course or course of study, or to provide services authorized by a services credential with a specialization in either pupil personnel services or health for a school nurse, and that the certificated employee has special training and experience necessary to teach that course or course of study or to provide those services, which others with more seniority do not possess. (2) For purposes of maintaining or achieving compliance with constitutional requirements related to equal protection of the laws.



INITIAL PROPOSAL OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT TO THE  
CAPISTRANO UNIFIED EDUCATION ASSOCIATION  
FOR THE 2012-2013 SCHOOL YEAR

February 29, 2012

**Introduction**

The economic survival and fiscal solvency of many school districts now depend on across-the-board spending reductions for the 2012-2013 school year and voter approval of temporary new taxes.

The Capistrano Unified School District's budget shortfall for 2012-2013 is \$30 million if voters approve the temporary tax measure proposed by the Governor. If the measure fails, then the projected budget shortfall for the District increases by an additional \$20 million. These significant budget shortfalls are compounded in part, by previous reductions in State funding to education; the absence of ongoing federal stimulus for the coming year; the District's declining enrollment; the elimination of transportation funding; and, the absence of a healthy budget reserve.

Spending reductions in all areas of District operations are unavoidable because of these challenges and those of the budget adoption process. It is therefore imperative that all District stakeholders work together to generate options and act to resolve these fiscal challenges while reducing their impact on our students.

**District's Initial Proposals**

Mindful of the challenges above, the District offers the following initial proposals:

**Article 1: Designation of Parties and Length of Agreement**

The District proposes to amend this Article to reflect a new multi-year term and mutually agreeable limited reopener language. Reopener negotiations may begin on or about March 1 of the applicable year.

**Article 5: Hours**

The District proposes to negotiate a sufficient number of temporary work year reductions (furlough days), with a corresponding decrease in salary. The District also proposes to explore and amend work day, hours and release time language.

**Article 8: Class Size**

The District proposes to negotiate class size language applicable to grades K-3 and 4-12 to increase flexibility as necessary to addresses fiscal challenges.

## **Article 11: Association Rights**

The District proposes to negotiate adjustments in release time.

## **Articles 13 and 14: Health and Welfare Benefits and Wages (and related Appendices)**

The District proposes to adjust total compensation expenditures to address fiscal challenges presented by the State Budget and the District's projected budget shortfall.

The District reserves the right to reopen on other matters in addition to those set forth above in accordance with the sunshining requirements of Government Code section 3547. The District also reserves the right to add to, amend, modify, or omit proposals above. In addition, the District proposes to negotiate, as necessary, additional language, including contingency and restoration language, to address worsening, or improving, economic conditions.

Through good faith, collaborative, open, fact-driven and reality-based negotiations, the District believes that the parties will arrive at mutually acceptable solutions even in these uncertain economic times. The parties' continued ability to address issues directly and solve problems responsibly will be essential to this critical undertaking on behalf of students and the professionals who teach them.

INITIAL PROPOSAL OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT TO THE  
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION, CHAPTER 224  
FOR THE 2012-2013 SCHOOL YEAR

February 29, 2012

**Introduction**

The economic survival and fiscal solvency of many school districts now depend on across-the-board spending reductions for the 2012-2013 school year and voter approval of temporary new taxes.

The Capistrano Unified School District's budget shortfall for 2012-2013 is \$30 million if voters approve the temporary tax measure proposed by the Governor. If the measure fails, then the projected budget shortfall for the District increases by an additional \$20 million. These significant budget shortfalls are compounded in part, by previous reductions in State funding to education; the absence of ongoing federal stimulus for the coming year; the District's declining enrollment; the elimination of transportation funding; and, the absence of a healthy budget reserve.

Spending reductions in all areas of District operations are unavoidable because of these challenges and those of the budget adoption process. It is therefore imperative that all District stakeholders work together to generate options and act to resolve these fiscal challenges while reducing their impact on our students.

**District's Initial Proposals**

Mindful of the challenges above, the District offers the following initial proposals:

**Article 1: Designation of Parties and Length of Agreement**

The District proposes to amend this Article to reflect a new multi-year term and mutually agreeable limited reopener language. Reopener negotiations may begin on or about March 1 of the applicable year.

**Article 3: Hours**

The District proposes to negotiate a sufficient number of temporary work year reductions (furlough days), with a corresponding decrease in salary. The District also proposes to amend work day and hours worked per day.

**Articles 11 and 12: Wages and Health and Welfare Benefits and (and related Appendices)**

The District proposes to adjust total compensation expenditures to address fiscal challenges presented by the State Budget and the District's projected budget shortfall.

## **Article 13: Association Rights**

The District proposes to negotiate adjustments in release time.

The District reserves the right to reopen on other matters in addition to those set forth above in accordance with the sunshining requirements of Government Code section 3547. The District also reserves the right to add to, amend, modify, or omit proposals above. In addition, the District proposes to negotiate, as necessary, additional language, including contingency and restoration language, to address worsening, or improving, economic conditions.

Through good faith, collaborative, open, fact-driven and reality-based negotiations, the District believes that the parties will arrive at mutually acceptable solutions even in these uncertain economic times. The parties' continued ability to address issues directly and solve problems responsibly will be essential to this critical undertaking on behalf of students and employees who support them.

INITIAL PROPOSAL OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT TO THE  
TEAMSTERS LOCAL 952  
FOR THE 2012-2013 SCHOOL YEAR

February 29, 2012

**Introduction**

The economic survival and fiscal solvency of many school districts now depend on across-the-board spending reductions for the 2012-2013 school year and voter approval of temporary new taxes.

The Capistrano Unified School District's budget shortfall for 2012-2013 is \$30 million if voters approve the temporary tax measure proposed by the Governor. If the measure fails, then the projected budget shortfall for the District increases by an additional \$20 million. These significant budget shortfalls are compounded in part, by previous reductions in State funding to education; the absence of ongoing federal stimulus for the coming year; the District's declining enrollment; the elimination of transportation funding; and, the absence of a healthy budget reserve.

Spending reductions in all areas of District operations are unavoidable because of these challenges and those of the budget adoption process. It is therefore imperative that all District stakeholders work together to generate options and act to resolve these fiscal challenges while reducing their impact on our students.

**District's Initial Proposals**

Mindful of the challenges above, the District offers the following initial proposals:

**Article 1: Designation of Parties and Length of Agreement**

The District proposes to amend this Article to reflect a new multi-year term and mutually agreeable limited reopener language. Reopener negotiations may begin on or about March 1 of the applicable year.

**Article 3: Hours**

The District proposes to negotiate a sufficient number of temporary work year reductions (furlough days), with a corresponding decrease in salary. The District also proposes to amend the work day, hours worked per day, and route change notification language.

**Article 9: Vacation**

The District proposes to negotiate amended vacation language.

## **Articles 11 and 12: Wages and Health and Welfare Benefits and (and related Appendices)**

The District proposes to adjust total compensation expenditures to address fiscal challenges presented by the State Budget and the District's projected budget shortfall.

## **Article 18: Transportation Provisions**

The District proposes to amend language that streamlines operations, provides a more effective service delivery model and achieves savings.

The District reserves the right to reopen on other matters in addition to those set forth above in accordance with the sunshining requirements of Government Code section 3547. The District also reserves the right to add to, amend, modify, or omit proposals above. In addition, the District proposes to negotiate, as necessary, additional language, including contingency and restoration language, to address worsening, or improving, economic conditions.

Through good faith, collaborative, open, fact-driven and reality-based negotiations, the District believes that the parties will arrive at mutually acceptable solutions even in these uncertain economic times. The parties' continued ability to address issues directly and solve problems responsibly will be essential to this critical undertaking on behalf of students and the employees who support them.

LEA PLAN

Capistrano Unified - 30664640000000

GOAL **Goal 2A: AMAO 1 -Annual Progress Learning English**

By October 2012, the percentage of English learners learning English will increase from 57.8% to 59.0%, in order to move toward state defined growth expectations as measured by CELDT.

Filing Cabinet Count	0	Budgeted:	\$12,000.00
Resources and state requirements for this goal Available	3	Actual:	\$12,000.00

STRATEGY **Define ELD**

EL Services staff will clarify ELD instruction at the elementary level and within the core subjects at the secondary level.

Filing Cabinet Count	0	Budgeted	\$12,000.00
		Actual	\$12,000.00

ACTION STEP **Assess current ELD program - Elementary**

Assess current EL program and its efficacy in helping students develop the necessary skills and abilities to be successful in core classes and in acquiring English.

Status	In Progress 01/18/2012	Filing Cabinet Count	0
Start-End Dates	11/01/2011 - 04/30/2012		
Timeline Notes	ELD Advisors group meeting - discuss & brainstorm Survey Develop policy & documents Work into ADD Initiative?		
Tags	PI_Yr1, T3Y4		
Persons Responsible	Amy Bryant		

ACTION STEP **Bilingual Instructional Aide Assessment**

Discover how BIAs are being used at the elementary level with ELs.

Status	In Progress 01/18/2012	Filing Cabinet Count	0
Start-End Dates	11/01/2011 - 04/30/2012		
Timeline Notes	TOSA survey TOSA look at EL groupings Discuss findings with Principals Create a standard protocol for 2012-2013		
Tags	PI_Yr1, T3Y4		
Persons Responsible	Amy Bryant		

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**GOAL    Goal 2A: AMAO 1 -Annual Progress Learning English**
**STRATEGY    Define ELD****ACTION STEP    Bilingual Instructional Aide Assessment****ACTION STEP    ELD Advisor Revamp of Duties**

Work with the current ELD Advisors at both elementary and secondary to revamp the job duties. The goal will be to move from the focus being primarily on clerical duties (coordination of CELDT, paperwork, etc.) to being a curriculum expert on ELD and resource for best instructional practices. Also, the ELD Advisor will oversee the placement of ELs in core classes and intervention classes. Assessment and progress monitoring of ELs will fall under this new job description.

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Status	In Progress 01/18/2012	Filing Cabinet Count	0
Start-End Dates	02/01/2012 - 06/30/2012	Budgeted	\$12,000.00
Tags	PI_Yr1, T3Y4	Actual	\$12,000.00
Persons Responsible	Amy Bryant		

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**ACTION STEP    Assess ELD Program - Secondary level**

Look at the data for the Keystone program. Evaluate student progress for those who were placed into classes 2010-2011. Quantify how many students are placed in the classes. Check to see that placement is based on multiple measures, that students can be moved out of the class when ready, determine benchmarks to define exit from the program, and if students are showing growth in core classes after being in the intervention classes.

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Status	In Progress 01/18/2012	Filing Cabinet Count	0
Start-End Dates	02/29/2012 - 04/30/2012		
Tags	PI_Yr1, T3Y4		
Persons Responsible	Amy Bryant		

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**ACTION STEP    Redo ELAM - ELD Monitoring Tool**

Evaluate the current EL monitoring tool. If needed, create a new tool that will measure ELD standards in an effective, efficient, and easy to use way.

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Status	Not Begun 01/18/2012	Filing Cabinet Count	0
Start-End Dates	02/15/2012 - 06/30/2013		
Tags	PI_Yr1, PI_Yr3, T3Y4		
Persons Responsible	Amy Bryant		

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LEA PLAN  
Capistrano Unified - 30664640000000

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GOAL **Goal 2A: AMAO 1 -Annual Progress Learning English**

STRATEGY **ELD Scope and Sequence**

The EL program scope and sequence will be clearly articulated for all grade spans identifying the components of effective ELD instruction.

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Filing Cabinet Count 0

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ACTION STEP **Create a "What to Teach in ELD" Document**

Work with the ELD Advisors to create documents for the District that will guide teachers in what to teach in ELD within their core subject areas.

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Status	Not Begun 12/27/2011	Filing Cabinet Count	0
Start-End Dates	09/03/2012 - 03/01/2013		
Timeline Notes	After ELD is defined this year & the ELD Advisors job duties are revamped, this project will start.		
Tags	PI_Yr1, T3Y4		
Persons Responsible	Amy Bryant		

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**GOAL Goal 2B: AMAO 2 - English Proficiency**

- By October 2012, the percentage of English learners in language instruction educational programs fewer than 5 years attaining English language proficiency will increase from 28.8% to 32.0%, in order to move toward state-defined expectations for meeting the CELDT criterion for English-language proficiency.
- By October 2012, the percentage of English learners in language instruction educational programs 5 or more years attaining English language proficiency will increase from 48.4% to 50.0%, in order move toward state-defined expectations for meeting the CELDT criterion for English-language proficiency.

Filing Cabinet Count	0	Budgeted:	\$600,000.00
Resources and state requirements for this goal Available	3	Actual:	\$500,000.00

**STRATEGY Appropriate EL Placement**

School sites will determine appropriate placement of ELs with support from the staff in EL Services based on multiple measures.

Filing Cabinet Count	0
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**ACTION STEP Maintain LF on Attendance Rosters**

The District will maintain the practice of including all language fluency information on attendance rosters so teachers know who the ELs are and what level of language proficiency they are.

Status	In Progress 01/18/2012	Filing Cabinet Count	0
Start-End Dates	09/01/2011 - 06/30/2012		
Tags	PI_Yr1, T3Y4		
Persons Responsible	Amy Bryant		

**ACTION STEP ELD Advisor - Placement**

The site ELD Advisor will oversee placement at the site. The District EL Services Staff will provide multiple measures data to assist with this process. The ELD Advisor will ensure that the teacher is properly credentialed, trained, and supported to work with ELs.

Status	In Progress 01/18/2012	Filing Cabinet Count	0
Start-End Dates	05/30/2012 - 09/10/2012		
Tags	PI_Yr1, T3Y4		
Persons Responsible	Amy Bryant		

**GOAL    Goal 2B: AMAO 2 - English Proficiency****STRATEGY    ELD Scope and Sequence**

The EL program scope and sequence will be clearly articulated for all grade spans identifying the components of effective ELD instruction.

Filing Cabinet Count                      0

**ACTION STEP    Materials Evaluation**

A task force will evaluate the current materials used to teach ELD in elementary and secondary. A recommendation to the Board will be the outcome of the work.

Status	In Progress 01/31/2012	Filing Cabinet Count	0
Start-End Dates	10/01/2012 - 05/01/2013		
Tags	PI_Yr1, T3Y4		
Persons Responsible	Amy Bryant		

**ACTION STEP    Task Force Creates ELD Pacing Guide**

The already formed task force will create the scope and sequence based on the recommend instructional materials for ELD. The document will be presented to the Board for approval. After, the teachers will receive training from the ADD Initiative TOSA assigned to their school on how to use the document.

Status	Not Begun 12/27/2011	Filing Cabinet Count	0
Start-End Dates	10/01/2012 - 06/28/2013		
Tags	PI_Yr1, T3Y4		
Persons Responsible	Amy Bryant		

**STRATEGY    Keystone - Double Block Intervention**

ELs who have low CELDT, CST, & lexile reading scores will be placed in a double block of Keystone classes at the secondary level.

Filing Cabinet Count	0	Budgeted	\$600,000.00
		Actual	\$500,000.00

**ACTION STEP    Maintain Sections for Master Schedule 2011-2012**

LEA PLAN  
**Capistrano Unified - 30664640000000**

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**GOAL    Goal 2B: AMAO 2 - English Proficiency**

**STRATEGY    Keystone - Double Block Intervention**

**ACTION STEP    Maintain Sections for Master Schedule 2011-2012**

Provide sites with sections to off-set the cost for the intervention.

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Status	In Progress 01/18/2012	Filing Cabinet Count	0
Start-End Dates	09/01/2011 - 06/29/2012	Budgeted	\$600,000.00
Timeline Notes	On-going	Actual	\$500,000.00
Tags	PI_Yr1, T3Y4		
Persons Responsible	Amy Bryant		

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**TASKS    0 of 1 Complete**

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<b>Data Study</b>	In Progress	Due 6/29/2012
Evaluate student data to measure if intervention is effective for students returning to mainstream classes. Also, establish the number of students who are receiving the intervention.		Amy Bryant (LEA)

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## LEA PLAN

### Capistrano Unified - 30664640000000

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#### GOAL Goal 2C: AMAO 3 - AYP for EL Subgroup

An increasing percentage of English learners will attain proficiency in Reading/Language Arts and mathematics annually.

- By October 2012, the percentage of English learners attaining proficiency in reading/language arts will increase from 41.2% to 43%, as measured by the CST, CMA, CAPA and/or CAHSEE, in order to move toward state-defined expectations for proficiency in Reading/Language Arts.
- By October 2012 the LEA will meet the 95% participation rate for English learners assessed in Reading/Language Arts.
- By October 2012, the percentage of English learners attaining proficiency in Mathematics will increase from 48% to 51%, as measured by the CST, CMA, CAPA and/or CAHSEE, in order to move toward state defined expectations for proficiency in Mathematics.
- By October 2012 the LEA will meet the 95% participation rate for English learners assessed in Mathematics.

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Filing Cabinet Count	0	Budgeted:	\$1,963,475.00
Resources and state requirements for this goal Available	3	Actual:	\$1,293,800.00

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#### STRATEGY Access to R/LA Instruction

ELs will have access to core ELA instruction that includes SBE standards based materials, best practices, and quality assessment. Teachers will incorporate ELD (form, function, and fluency) into ELA block to ensure that ELs have access to language development.

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Filing Cabinet Count	0	Budgeted	\$100,000.00
		Actual	\$80,000.00

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#### ACTION STEP TOSA Role

Build English college level course that provides ELs with an additional year of opportunity for college prep coursework in English. Provide data training & EL best practices

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Status	In Progress 01/18/2012	Filing Cabinet Count	0
Start-End Dates	09/01/2011 - 06/30/2012	Budgeted	\$100,000.00
Tags	PI_Yr1, PI_Yr3, T3Y4	Actual	\$80,000.00
Persons Responsible	Amy Bryant		

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LEA PLAN

Capistrano Unified - 30664640000000

GOAL **Goal 2C: AMAO 3 - AYP for EL Subgroup**

STRATEGY **Access to R/LA Instruction**

ACTION STEP **TOSA Role**

TASKS 0 of 3 Complete

<b>Create English Fourth Year Course</b>	In Progress	Due 6/30/2012
Build a Year 4 English class		Amy Bryant (LEA)
<b>EL Best Practices Coaching</b>	In Progress	Due 6/30/2012
Assist EL Team with support for secondary teachers working with ELs		Amy Bryant (LEA)
<b>Team Data Study Training</b>	In Progress	Due 6/30/2012
Provide sites with data study training.		Amy Bryant (LEA)

STRATEGY **R/LA Intervention**

Teachers will use best practices to engage at least 85% of students in the tier 1 - best first instruction. Those who do not meet the standards will receive quality intervention. Teachers will use a monitoring process to determine who needs intervention and will return the student to the core class as soon as the skill is remediated.

Filing Cabinet Count 0

ACTION STEP **Establish Tier 1 Intervention**

Teachers use SIOP strategies to design lessons that meet the needs of ELs; Teachers use data to determine who needs assistance. ELs who need intervention are given assistance as a part of tier 1 instruction by maximizing flexible grouping.

Status	In Progress 01/30/2012	Filing Cabinet Count	0
Start-End Dates	09/01/2011 - 06/30/2012		
Tags	PI_Yr1, PI_Yr3, T3Y4		
Persons Responsible	Amy Bryant		

TASKS 0 of 1 Complete

<b>TOSA led PD for intervention</b>	In Progress	Due 6/30/2012
TOSAs assigned to the site will work with teachers on best first instruction using SIOP and how to provide intervention during tier 1 instruction. -		Amy Bryant (LEA)

**GOAL    Goal 2C: AMAO 3 - AYP for EL Subgroup****STRATEGY    Access to Math Instruction**

ELs will have access to the SBE adopted, standards based math program at their school. Students will receive differentiated instructional practices to ensure that understanding of concepts is present and that students make meaning.

Filing Cabinet Count                      0

**ACTION STEP    Lesson Design and Development with SIOP**

TOSAs will lead SIOP based lesson design and development PD in math so ELs have access to core curriculum.

Status	In Progress 01/30/2012	Filing Cabinet Count	0
Start-End Dates	09/01/2011 - 06/30/2012		
Tags	PI_Yr1, PI_Yr3, T3Y4		
Persons Responsible	Amy Bryant		

**ACTION STEP    Curriculum and High-Order Thinking PD**

TOSAs will provide math workshops to teachers in how to use the math curriculum more effectively and how to teach cognitively, part to whole, and how to use questioning to increase problem solving ability in students.

Status	In Progress 01/30/2012	Filing Cabinet Count	0
Start-End Dates	09/10/2011 - 06/30/2012		
Tags	PI_Yr1, PI_Yr3, T3Y4		
Persons Responsible	Kim Bailey		

**STRATEGY    Math Intervention**

Teachers will receive guidance and training in how to work with ELs who need additional support during core instruction. Teachers will practice 'best first instruction' in tier 1 using SIOP strategies and other best practices. Those students who need intervention will be monitored and returned to their core class as soon as their skills are remediated.

Filing Cabinet Count	0	Budgeted	\$8,300.00
		Actual	\$8,300.00

**ACTION STEP    University of Michigan Math Pilot**

**GOAL Goal 2C: AMAO 3 - AYP for EL Subgroup****STRATEGY Math Intervention****ACTION STEP University of Michigan Math Pilot**

Best practices in how to question and build conceptual thinking pilot for K-8. Elementary Level in Year One and will expand to Middle School in Year Two.

Status	In Progress 01/18/2012	Filing Cabinet Count	0
Start-End Dates	01/07/2012 - 06/30/2012	Budgeted	\$300.00
Tags	PI_Yr1, PI_Yr3	Actual	\$300.00
Persons Responsible	Amy Bryant		

**ACTION STEP IXL Algebra Pilot**

Ed technology software that will be piloted in all Algebra 1, 1A, and 1B classes to provide prevention, intervention, and remediation of Algebra. The goal is to increase the number of ELs completing Algebra classes. The pilot will be a two year data study. Dana Hills HS

Status	In Progress 01/26/2012	Filing Cabinet Count	0
Start-End Dates	01/25/2012 - 06/30/2014	Budgeted	\$8,000.00
Tags	PI_Yr1, PI_Yr3, T3Y4	Actual	\$8,000.00
Persons Responsible	Amy Bryant		

**STRATEGY STEM Initiative**

Teachers of ELs will participate in an initiative that will bring virtual learning situations to the classroom. ELs need an opportunity to practice and apply what they are learning in their core ELA and math classes.

Filing Cabinet Count	0	Budgeted	\$166,300.00
		Actual	\$149,500.00

**ACTION STEP EL Participation in STEM Initiative**

Participation in this initiative will provide: access to technology, access to remote science locations via 'virtual field trips', experiences of what scientists really do in their regular jobs, exposure to careers within the sciences, non-fiction writing tasks, and real-life science questions and data collection.

Status	In Progress 01/18/2012	Filing Cabinet Count	0
Start-End Dates	09/01/2011 - 06/28/2012	Budgeted	\$166,300.00
Tags	PI_Yr1, T3Y4	Actual	\$149,500.00
Persons Responsible	Amy Bryant		

LEA PLAN  
**Capistrano Unified - 30664640000000**

GOAL **Goal 2C: AMAO 3 - AYP for EL Subgroup**

STRATEGY **STEM Initiative**

ACTION STEP **EL Participation in STEM Initiative**

TASKS 2 of 8 Complete

<b>Teacher Selection</b> Principals selected a teacher to lead the effort at their site.	Completed	Due 9/1/2011 Amy Bryant (LEA)
<b>TOSA Role</b> A TOSA was hired to coach the teachers, provide PD on the science and technology, and ensure that the EL students participate.	In Progress	Due 9/1/2011 Amy Bryant (LEA)
<b>Multi-Agency Collaboration</b> Federal agencies & universities came together to build the virtual remote field trips: NPS, F&W, NOAA, SDSU. An MOU is written and Board approved.	In Progress	Due 1/30/2012 Amy Bryant (LEA)
<b>Technology Needs Assessment</b> TOSA and TIS do a technology needs assessment and order computers, IPADs and other devices necessary for the field trips.	In Progress	Due 6/28/2012 Amy Bryant (LEA)
<b>Teacher Curriculum Meetings</b> Teachers will meet up to 6 times each year to write the curriculum for the field trips.	In Progress	Due 6/28/2012 Amy Bryant (LEA)
<b>Remote Location Field Trips</b> Teachers will go to all the locations: SDSU - Santa Margarita, F&W Sweetwater Salt Marsh, & NPS - Cabrillo Nat'l Monument.	Completed	Due 1/1/2012 Amy Bryant (LEA)
<b>Virtual Field Trips</b> Each class in the initiative will participate in a unit of study that incorporates a research question & a virtual trip to the location visited by the teachers.	In Progress	Due 6/28/2012 Amy Bryant (LEA)
<b>Planning Meeting/All Agencies</b> Meet & plan year two.	Not Begun	Due 6/28/2012 Amy Bryant (LEA)

**GOAL Goal 2C: AMAO 3 - AYP for EL Subgroup****STRATEGY ADD Initiative/Best Instructional Practices**

Teachers will learn how to design and deliver lessons that meet the needs of ELs in core content areas using SIOP and peer coaching.

Filing Cabinet Count	0	Budgeted	\$1,542,875.00
		Actual	\$974,000.00

**ACTION STEP TOSA Role**

TOSAs are the lead of the Site Level Team (made up of the principal and the lead teachers) and are assigned to set schools. They provide PD, instructional coaching and support in SIOP.

Status	In Progress 01/30/2012	Filing Cabinet Count	0
Start-End Dates	09/01/2010 - 06/30/2015	Budgeted	\$827,875.00
Timeline Notes	On-going	Actual	\$825,000.00
Tags	PI_Yr1, PI_Yr3, T3Y4		
Persons Responsible	Amy Bryant		

**TASKS 1 of 1 Complete**

<b>Training Preparation</b>	Completed	Due 10/1/2011
Additional Assignment for the Lead TOSAs to prepare for summer trainings outside of contract.		Amy Bryant (LEA)

**ACTION STEP Teacher Peer Coaching/Collaboration**

Hourly rate to allow teachers time to collaborate about peer coaching sessions.

Status	In Progress 01/20/2012	Filing Cabinet Count	0
Start-End Dates	09/01/2011 - 06/30/2012	Budgeted	\$175,000.00
Tags	PI_Yr1, PI_Yr3, T3Y4	Actual	\$45,000.00
Persons Responsible	Amy Bryant		

**ACTION STEP Peer Coaching and PD at DO**

Sub release to allow teachers to observe their peers and attend professional development at the DO.

Status	In Progress 01/20/2012	Filing Cabinet Count	0
Start-End Dates	09/01/2011 - 06/30/2012	Budgeted	\$500,000.00
Tags	PI_Yr1, PI_Yr3, T3Y4	Actual	\$75,000.00
Persons Responsible	Amy Bryant		

LEA PLAN  
**Capistrano Unified - 30664640000000**

**GOAL Goal 2C: AMAO 3 - AYP for EL Subgroup**

**STRATEGY ADD Initiative/Best Instructional Practices**

**ACTION STEP Quantum Learning Training**

Hire Quantum Learning Network to train the principals and TOSAs in best practices and coaching. The principals will attend four hour trainings (up to 4 sessions) and the TOSAs will attend full day sessions (up to 8 sessions).

Status	In Progress 01/24/2012	Filing Cabinet Count	0
Start-End Dates	04/30/2011 - 06/30/2013	Budgeted	\$28,000.00
Tags	PI_Yr1, PI_Yr3, T3Y4	Actual	\$23,000.00
Persons Responsible	Amy Bryant		

**ACTION STEP Cognitive Coaching**

TOSAs receive training in Cognitive Coaching from OCDE. Costa and Garmston's model of directive coaching. 8 sessions over 2 years.

Status	In Progress 01/24/2012	Filing Cabinet Count	0
Start-End Dates	09/01/2011 - 06/30/2013	Budgeted	\$12,000.00
Timeline Notes	4 sessions each year	Actual	\$6,000.00
Tags	PI_Yr1, PI_Yr3, T3Y4		
Persons Responsible	Amy Bryant		

**STRATEGY Expand Immersion Programs**

ELs will have greater options for immersion education. Spanish TWI program expands into HS. Mandarin Immersion program starts.

Filing Cabinet Count	0	Budgeted	\$46,000.00
		Actual	\$42,000.00

**ACTION STEP Curriculum Development and Articulation**

TWI teachers will meet to select, design, and plan the curriculum used for language and content area instruction in Spanish.

Status	In Progress 01/18/2012	Filing Cabinet Count	0
Start-End Dates	01/10/2011 - 06/28/2012	Budgeted	\$6,000.00
Tags	PI_Yr1, T3Y4	Actual	\$2,000.00
Persons Responsible	Amy Bryant		

**ACTION STEP Pursue the Seal of Biliteracy**

LEA PLAN  
Capistrano Unified - 30664640000000

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GOAL **Goal 2C: AMAO 3 - AYP for EL Subgroup**

STRATEGY **Expand Immersion Programs**

ACTION STEP **Pursue the Seal of Biliteracy**

Design a K-12 program that meets the standards for the State Seal of Biliteracy.

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Status	In Progress 01/18/2012	Filing Cabinet Count	0
Start-End Dates	11/01/2011 - 06/28/2012		
Tags	PI_Yr1, T3Y4		
Persons Responsible	Amy Bryant		

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ACTION STEP **TOSA Role**

TOSA to assist in effort to build capacity with immersion teachers, work with the Seal of Biliteracy and articulation between levels.

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Status	In Progress 01/18/2012	Filing Cabinet Count	0
Start-End Dates	09/01/2011 - 06/30/2012	Budgeted	\$40,000.00
Tags	T3Y4	Actual	\$40,000.00
Persons Responsible	Amy Bryant		

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ACTION STEP **Mandarin Immersion Program**

Add Mandarin immersion to options for Immersion. One-way immersion.

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Status	In Progress 01/18/2012	Filing Cabinet Count	0
Start-End Dates	09/01/2011 - 06/30/2013		
Timeline Notes	2011-2012 Build Program 2012-2013 Year one of Program		
Tags	PI_Yr3, T3Y4		
Persons Responsible	Amy Bryant		

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## LEA PLAN

## Capistrano Unified - 30664640000000

GOAL **Goal 2C: AMAO 3 - AYP for EL Subgroup**STRATEGY **Expand Immersion Programs**ACTION STEP **Mandarin Immersion Program**

TASKS 1 of 5 Complete

<b>Create Program</b>	Completed	Due 10/30/2011
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Create program and get approval/Board directives		Amy Bryant (LEA)
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<b>Collaborate with Community/Parents</b>	In Progress	Due 6/30/2012
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Build program with community/parent groups. Meet bi-monthly.		Amy Bryant (LEA)
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<b>Curriculum Design and Development</b>	In Progress	Due 6/30/2012
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Review curriculum from publishers, as well as LEA created programs. District Admin will work with parent group to select materials to present to the Board.		Amy Bryant (LEA)
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<b>Recruit and Hire Teachers</b>	In Progress	Due 9/30/2012
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Work with Personnel Dept. to create a job description, job announcement, and requirements for the teaching position.		Amy Bryant (LEA)
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<b>Open Enrollment for Classes</b>	In Progress	Due 6/30/2012
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Fill classes (2 Kindergarten and 1 First grade) using existing Board policy. In the first year only, the District will have an early OE period to accommodate parents in fundraising efforts.		Amy Bryant (LEA)
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STRATEGY **Increase GATE Identification for ELs**

Adjust criteria for ELs to qualify for the non-language based gifted test. Test students at the site vs. asking parents to drive students. Costs for the test will be covered by EIA.

Filing Cabinet Count	0	Budgeted	\$100,000.00
		Actual	\$40,000.00

ACTION STEP **Identification of GATE for low-SES Hispanic**

Look at the number of students who are not "ELs" due to being IFEP or RFEP who may qualify for GATE testing with lower criteria. Cost for testing will come from GATE fund since students are not ELs.

Status	In Progress 01/20/2012	Filing Cabinet Count	0
Start-End Dates	11/01/2011 - 06/28/2012		
Tags	PI_Yr1		
Persons Responsible	Amy Bryant		

LEA PLAN  
Capistrano Unified - 30664640000000

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GOAL    **Goal 2C: AMAO 3 - AYP for EL Subgroup**

STRATEGY    **Increase GATE Identification for ELs**

ACTION STEP    **Identification of GATE for low-SES Hispanic**

ACTION STEP    **TOSA Role**

Identify ELs who qualify for testing and test them in person so parents do not have to transport.

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Status	In Progress 01/18/2012	Filing Cabinet Count	0
Start-End Dates	01/07/2011 - 06/30/2012	Budgeted	\$100,000.00
Timeline Notes	On-going	Actual	\$40,000.00
Tags	PI_Yr1, PI_Yr3, T3Y4, Parent		
Persons Responsible	Amy Bryant		

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## LEA PLAN

### Capistrano Unified - 30664640000000

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#### GOAL **Goal 2D: High Quality Professional Development**

The LEA will provide high quality professional development to teachers, administrators and other school or community-based personnel to improve the education of English learners.

- By October 2012, 65% of LEA teachers will receive professional development on research-based strategies to improve English learner attainment of English language proficiency and/or achievement in Reading/Language arts and/or Mathematics, as determined by the LEA needs assessment.
- By October 2012, 100% of LEA administrators will receive professional development on research-based strategies to improve English learner attainment of English language proficiency and/or achievement in reading/language arts and/or mathematics, as determined by the LEA needs assessment.
- By October 2012, 100% of teachers of English Language Development will be authorized to teach ELD.
- By October 2012, 100% of Reading/Language Arts and Mathematics teachers of English learners will be both highly qualified in the content area(s) and authorized to teach English learners.

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Filing Cabinet Count	0	Budgeted:	\$87,000.00
Resources and state requirements for this goal Available	1	Actual:	\$87,000.00

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#### STRATEGY **ADD Initiative - SIOP and Peer Coaching**

Teachers and administrators will participate in the ADD Initiative - Academic Design and Delivery - which incorporates SIOP for best practices and peer coaching from TOSAs.

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Filing Cabinet Count	0
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#### ACTION STEP **Site Lead Team**

A group of teachers volunteers at the site to participate in the PD and peer coaching. They will learn the 8 components of SIOP, how to observe their peers, and how to have a coaching conversation. They are led through the process by a TOSA, who provides all support through the three year rollout and beyond.

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Status	In Progress 01/20/2012	Filing Cabinet Count	0
Start-End Dates	09/01/2012 - 06/28/2015		
Tags	PI_Yr1, T3Y4		
Persons Responsible	Amy Bryant		

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LEA PLAN  
**Capistrano Unified - 30664640000000**

**GOAL Goal 2D: High Quality Professional Development**

**STRATEGY ADD Initiative - SIOP and Peer Coaching**

**ACTION STEP Site Lead Team**

**TASKS** 0 of 4 Complete

**Select Site Team**

In Progress

Due 9/1/2012

District staff work with the principal to understand how to select/invite teachers to be a part of the SLT.

Amy Bryant (LEA)

**Summer, Fall & Spring Trainings**

In Progress

Due 10/1/2012

TOSAs create and provide training on SIOP to the participants of the ADD Initiative. Two components of SIOP are introduced each semester until all eight are learned and practiced by teachers.

Amy Bryant (LEA)

**SLT Meetings**

In Progress

Due 6/28/2015

The SLT meets to plan the type of PD that they need from the TOSA. After this meeting that will take place each year in the fall, the TOSA will calendar all the events (PD, coaching, demo lessons, etc.) for the year at the site.

Amy Bryant (LEA)

**TOSA Provides PD/Coaching**

In Progress

Due 6/28/2012

TOSA provides to each site what is needed to reach their goals: SIOP, Coaching, PLC Data, etc. during the school year.

Amy Bryant (LEA)

**ACTION STEP TOSA Role**

TOSAs will provide the foundation and on-going support for Site Lead Teams.

Status	In Progress 01/13/2012	Filing Cabinet Count	0
Start-End Dates	08/01/2011 - 06/30/2012		
Tags	PI_Yr1, PI_Yr3, T3Y4		
Persons Responsible	Amy Bryant		

**GOAL Goal 2D: High Quality Professional Development****STRATEGY ADD Initiative - SIOP and Peer Coaching****ACTION STEP TOSA Role**

TASKS 2 of 8 Complete

<b>Summer PD</b>	Completed	Due 9/2/2011
SIOP components breakdown and usable, easy to understand ways to fit into teaching day.		

<b>Fall PD</b>	Completed	Due 11/30/2011
SIOP training to SLTs that breakdown SIOP components into usable parts that work for teachers.		

<b>Winter PD</b>	In Progress	Due 2/15/2012
SIOP components broken into usable parts.		

<b>Site Team Coaching PD</b>	In Progress	Due 6/30/2012
Demonstrate coaching for site teams. Observe a 30-40 min. lesson and provide appropriate coaching according to initiative hybrid coaching model.		

<b>Customized Team PD</b>	In Progress	Due 6/30/2012
TOSAs provide short PD (up to 4 hours) for sites based on what they need to understand better and deeper (from SIOP).		

<b>Customized Coaching PD</b>	In Progress	Due 6/30/2012
Provide sites with additional coaching PD as needed to include observations of teachers teaching and the coaching conversations.		

<b>Learning Walks/Walkthroughs</b>	In Progress	Due 6/30/2012
Lead the site learning walks and customize what the site would like to learn from them. Create summary documents for their staff to use as data to learn about practices in place.		

<b>Reflective Coaching PD</b>	In Progress	Due 6/30/2012
Provide site teams with PD to teach how to have an 8 minute reflective coaching conversation without having an observation accompany the process.		

LEA PLAN  
Capistrano Unified - 30664640000000

GOAL **Goal 2D: High Quality Professional Development**

STRATEGY **Achievement for All Initiative**

Principals and site leadership teams will participate in a multi-year initiative that incorporates data study, administrative instructional leadership training, and issues related to preparing students to be college and career ready and have success in the 21st century. The ultimate goal is to close the gap for all students who are struggling, especially English learners.

Filing Cabinet Count	0	Budgeted	\$12,000.00
		Actual	\$12,000.00

ACTION STEP **Symposium - Secondary**

Site teams that include an AVID teacher, principal, and core teachers attend a symposium to educate on the issues of closing the gap, college and career ready, and 21st century learning. Speakers include School Board Trustee, local college counselor, AVID regional director, and a student panel of high school students from each high school.

Status	Completed 01/13/2012	Filing Cabinet Count	0
Start-End Dates	11/01/2011 - 12/30/2011	Budgeted	\$12,000.00
Tags	PI_Yr1, PI_Yr3, T3Y4	Actual	\$12,000.00
Persons Responsible	Kim Bailey		

TASKS 1 of 1 Complete

<b>Substitutes</b>	Completed	Due 12/15/2011
Substitutes for the teachers who attend.		Kim Bailey (LEA)

ACTION STEP **Site Action Plan**

Develop a site action plan that takes into account the unique culture and needs but focuses on the 21st century learning focus of the initiative. The action plan will be presented to the other sites at a future meeting.

Status	In Progress 01/13/2012	Filing Cabinet Count	0
Start-End Dates	01/16/2012 - 03/30/2012		
Tags	PI_Yr1, PI_Yr3, T3Y4		
Persons Responsible	Kim Bailey		

## LEA PLAN

## Capistrano Unified - 30664640000000

GOAL **Goal 2D: High Quality Professional Development**STRATEGY **Achievement for All Initiative**ACTION STEP **Site Action Plan**

TASKS 1 of 2 Complete

**Presentation Preparation**

In Progress

Due 3/30/2012

Provide sites with a template for the action plan that includes:  
Goal, specific activities leading to goal, timeline, and evidence of effectiveness.

Kim Bailey (LEA)

**Resources for Sites**

Completed

Due 1/27/2012

The areas of focus are: school culture, curriculum design and course offerings, student support/experiences, instructional practice, school structure/policies

Kim Bailey (LEA)

STRATEGY **Culturally Responsive Education Training**

Sites will receive training to assist in identifying why a student isn't performing well in class, as well as provide indicators of what gifted traits look like in ELs at various stages of language acquisition.

Filing Cabinet Count

0

Budgeted

\$75,000.00

Actual

\$75,000.00

ACTION STEP **Task Force**

Create a task force of stakeholder to understand the issue of significant disproportionality and the need for culturally responsive education. Schedule several meetings to write curriculum throughout the year.

Status

In Progress 01/13/2012

Filing Cabinet Count

0

Start-End Dates

05/30/2011 - 06/30/2012

Budgeted

\$75,000.00

Timeline Notes

Year for curriculum development  
Implementation scheduled for 2012-2013 school year.

Actual

\$75,000.00

Tags

PI\_Yr1, PI\_Yr3, T3Y4, SWD

Persons Responsible

Amy Bryant, Stacy Yogi

**GOAL Goal 2D: High Quality Professional Development****STRATEGY Culturally Responsive Education Training****ACTION STEP Task Force**

TASKS 0 of 1 Complete

**TOSA Role**

In Progress

Due 6/30/2012

Teacher to assist in the curriculum development and professional development roll out in 2012-2013 school year.

Amy Bryant (LEA) , Stacy Yogi (LEA)

**STRATEGY Intentional Design For Learning ID4L**

The overarching philosophical belief system (our instructional mission) of best instructional and environmental practices for teachers to use in the classroom. All of the district initiatives fit under these beliefs.

Filing Cabinet Count 0

**ACTION STEP Roll Out to Principals**

Provide the poster of the ID4L to principals. All principals are instructed to use the belief system as the foundation of all plans. All district initiatives (ADD, STEM, A4All, etc.) match this foundation of beliefs.

Status Completed 01/20/2012

Filing Cabinet Count 0

Start-End Dates 09/01/2011 - 06/30/2012

Tags PI\_Yr1, PI\_Yr3, T3Y4

Persons Responsible Kim Bailey

# LEA PLAN

## Capistrano Unified - 30664640000000

### GOAL **Goal 2E: Parent and Community Participation**

The LEA will promote the involvement of parents and community members in the education of English learners.

- By October 2012, the LEA will improve and increase parent outreach strategies so that all parents have access to parent education, bilingual community liaisons, and have access to training that teaches how to be active participants in the education of their children.

Filing Cabinet Count	0	Budgeted:	\$394,000.00
Resources and state requirements for this goal Available	1	Actual:	\$394,000.00

### STRATEGY **Bilingual Community Liaisons**

BCLs are placed at a majority of sites. The District will use EIA funding to maintain this outreach service to parents of ELs.

Filing Cabinet Count	0	Budgeted	\$390,000.00
		Actual	\$390,000.00

### ACTION STEP **Maintain BCL Staff**

Maintain the BCL staff at school sites and at the DO

Status	In Progress 01/20/2012	Filing Cabinet Count	0
Start-End Dates	09/01/2011 - 06/30/2012	Budgeted	\$375,000.00
Tags	PI_Yr1, PI_Yr3, T3Y4, Parent	Actual	\$375,000.00
Persons Responsible	Amy Bryant, Stacy Yogi		

### ACTION STEP **BCL Network Meetings**

The District will offer a networking meeting for BCLs bi-monthly to provide on-going training, access to community resources, and supplies to use with families of ELs.

Status	In Progress 01/20/2012	Filing Cabinet Count	0
Start-End Dates	09/01/2011 - 06/28/2012		
Tags	PI_Yr1, T3Y4		
Persons Responsible	Amy Bryant, Stacy Yogi		

### ACTION STEP **Padres Promotores**

LEA PLAN  
**Capistrano Unified - 30664640000000**

**GOAL Goal 2E: Parent and Community Participation**

**STRATEGY Bilingual Community Liaisons**

**ACTION STEP Padres Promotores**

BCL will begin to work with the parent promoters and facilitate the process/take over for Mission Hospital in June 2012.

Status	In Progress 01/30/2012	Filing Cabinet Count	0
Start-End Dates	05/01/2012 - 06/28/2013	Budgeted	\$15,000.00
Tags	PI_Yr1, T3Y4, Parent	Actual	\$15,000.00
Persons Responsible	Amy Bryant, Stacy Yogi		

**TASKS 0 of 2 Complete**

<b>Bi-Monthly Meetings</b>	In Progress	Due 6/28/2013
All administrators meet bi-monthly to discuss the initiative.		Amy Bryant (LEA) , Stacy Yogi (LEA)
<b>Train Parents</b>	In Progress	Due 4/1/2012
Santa Ana College will provide Padres Promotres training to 45 parents in February or March each year.		Amy Bryant (LEA) , Stacy Yogi (LEA)

**STRATEGY Parent Education**

CUSD will offer parent education trainings to parents of ELs.

Filing Cabinet Count	0	Budgeted	\$4,000.00
		Actual	\$4,000.00

**ACTION STEP Padres Promotores**

CUSD will collaborate with UCI, Santa Ana College & Mission Hospital in participation of the Gear Up grant for the Padres Promotores Program. Parents learn how to become promoters of education in their community.

Status	In Progress 01/30/2012	Filing Cabinet Count	0
Start-End Dates	01/11/2011 - 06/28/2013		
Tags	PI_Yr1, T3Y4, Parent		
Persons Responsible	Amy Bryant, Stacy Yogi		

**ACTION STEP Parent Notebook**

LEA PLAN  
**Capistrano Unified - 30664640000000**

**GOAL Goal 2E: Parent and Community Participation**

**STRATEGY Parent Education**

**ACTION STEP Parent Notebook**

BCLs will use the Parent Notebook curriculum to teach parents of ELs about the US school system.

Status	In Progress 01/30/2012	Filing Cabinet Count	0
Start-End Dates	09/01/2011 - 06/28/2012	Budgeted	\$4,000.00
Tags	PI_Yr1, T3Y4, Parent	Actual	\$4,000.00
Persons Responsible	Amy Bryant, Stacy Yogi		

**ACTION STEP Parent Project**

CUSD BCLs become trainers of the program that works with parents of at-risk Spanish speaking students. Classes are run in 10 weeks sessions. CUSD will run two locations of the classes.

Status	In Progress 01/30/2012	Filing Cabinet Count	0
Start-End Dates	09/01/2011 - 06/28/2012		
Tags	PI_Yr1, T3Y4, Parent		
Persons Responsible	Amy Bryant, Stacy Yogi		

**TASKS 1 of 2 Complete**

<b>Train the Trainer</b>	Completed	Due 10/31/2011
Two BCLs become Parent Project trainers. Week long training.		Amy Bryant (LEA) , Stacy Yogi (LEA)
<b>Schedule the Trainings</b>	In Progress	Due 6/28/2012
BCLs work to run two 10 week classes of up to 60 parents.		Amy Bryant (LEA) , Stacy Yogi (LEA)

**ACTION STEP ELAC/DELAC Parent Training**

Bilingual Liaisons who have been trained by SDCOE will provide trainings to all site ELACs and to the DELAC in how to run the committee. Topics will include the four requirements of a DELAC, plus how to keep a binder with agendas from meetings.

Status	In Progress 01/26/2012	Filing Cabinet Count	0
Start-End Dates	09/01/2011 - 06/30/2014		
Timeline Notes	Continue to offer trainings over the two year period to all 57 sites.		
Tags	PI_Yr1, T3Y4, Parent		
Persons Responsible	Amy Bryant		

**GOAL Goal 2F: Parental Notification**

The LEA will provide required communications to parents in a timely manner.

• By October 2012, the LEA will provide 100% of parents of ELs with the following information regarding their children, in a language parents can understand:

- o identification as EL;
- o program placement options;
- o program placement notification;
- o English language proficiency level, as determined by CELDT results and any local English Proficiency assessments used;
- o academic achievement level;
- o redesignation information; and
- o at the high school level, graduation requirements and annual notification of their students' progress toward meeting those requirements.

[Required per Elementary and Secondary Education Act, sections 3116(a) & (b) and 3302(a) through (c)]

Filing Cabinet Count	0	Budgeted:	\$245,000.00
Resources and state requirements for this goal Available	1	Actual:	\$245,000.00

**STRATEGY Distribute Student Information**

Within 30 days of the start of the school year, all parents will be mailed the program placement letter that states the program, test scores, and other related information recommended by the District.

Every February, CELDT scores will be mailed home to parents. Every August, STAR testing scores will be mailed home to parents.

Filing Cabinet Count	0	Budgeted	\$245,000.00
		Actual	\$245,000.00

**ACTION STEP Student Placement and Score Distribution**

Staff will ensure that reports are run from AERIES and letters are mailed home to families. The letter will include recommended placement and test scores. Templates of the letter will be shared with District staff in case questions arise from the mailed letter.

Status	In Progress 01/31/2012	Filing Cabinet Count	0
Start-End Dates	09/01/2011 - 06/30/2012		
Tags	PI_Yr1, T3Y4, Parent		
Persons Responsible	Amy Bryant		

LEA PLAN

Capistrano Unified - 30664640000000

GOAL **Goal 2F: Parental Notification**

STRATEGY **Distribute Student Information**

ACTION STEP **Student Placement and Score Distribution**

TASKS 0 of 1 Complete

<b>Staffing</b>	In Progress	Due 6/30/2012
Staff needed to ensure that all communications are taken care of throughout the year with non-English speaking parents.		Amy Bryant (LEA)

ACTION STEP **DELAC Agenda Item**

EL Staff will explain the program placement information and share Board Policy regarding program options. Parents will have an opportunity to ask questions to District staff. All parents in the District are invited to attend this meeting.

Status	Completed 01/13/2012	Filing Cabinet Count	0
Start-End Dates	10/01/2011 - 10/31/2011		
Tags	PI_Yr1, T3Y4, Parent		
Persons Responsible	Amy Bryant		

ACTION STEP **English Learner Services Staff**

Staff is available daily to translate, answer questions about programs, and support families. Staff provide additional parent education, encourage involvement, participate in committees for parent involvement, train and support BCLs, provide student placement testing, and ensure that exit criteria are met for ELs.

Status	In Progress 01/20/2012	Filing Cabinet Count	0
Start-End Dates	09/01/2011 - 06/30/2012	Budgeted	\$245,000.00
Tags	PI_Yr3, T3Y4, Parent	Actual	\$245,000.00
Persons Responsible	Amy Bryant		

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GOAL    **Goal 2G: Services for Immigrant Students**

This goal is not applicable to CUSD. We do not receive funding for immigrant students.

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Filing Cabinet Count	0
Resources and state requirements for this goal Available	1

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LEA PLAN  
**Capistrano Unified - 30664640000000**

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**GOAL    Goal 3: Highly Qualified Teachers**

The District will complete the plan to have 100% of staff credentialed with a CLAD or equivalent by 2013-2014.

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Filing Cabinet Count            1

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GOAL    **Goal 5A: Increase Graduation Rates**

By June 2012, the English learner graduation rate will increase from 76.9% to 80%

Filing Cabinet Count	0
Resources and state requirements for this goal Available	1

LEA PLAN  
**Capistrano Unified - 30664640000000**

**GOAL Goal 5C: Increase Enrollment in AP Courses**

By (month/year), the percentage of English learners enrolled in AP courses will increase from 35 ELs district wide to 50 ELs district wide.

Filing Cabinet Count 0  
 Resources and state requirements for this goal Available

**STRATEGY ELD Advisor Placement**

Train ELD Advisors to oversee the placement of ELs and build awareness of increasing enrollment in AP classes.

Filing Cabinet Count 0

**ACTION STEP Train ELD Advisors on AP Issue**

Utilize the ELD Advisor venue to discuss, train and collaborate on this issue.

Status Not Begun 01/18/2012 Filing Cabinet Count 0  
 Start-End Dates 05/30/2012 - 06/30/2012  
 Tags PI\_Yr1, PI\_Yr3, T3Y4  
 Persons Responsible Amy Bryant

**STRATEGY AP Class Support for ELs**

Conduct a study of the types of supports that could be provided for ELs if enrolled in AP classes.

Filing Cabinet Count 0

**ACTION STEP Discuss ELD Support in AP Classes at ELD Adv Mtgs**

Brainstorm how ELs can be supported in AP classes.

Status Not Begun 01/18/2012 Filing Cabinet Count 0  
 Start-End Dates 05/30/2012 - 06/30/2012  
 Tags T3Y4  
 Persons Responsible Amy Bryant

<b>TOTAL PLAN FUNDS:</b>	<b>\$5,388,663.17</b>
Budgeted	\$3,301,475.00
Actual	\$2,531,800.00



## CONDUCT

The ~~Governing~~ Board of Trustees recognizes its responsibility to adopt and enforce rules and regulations governing student behavior in order to provide students with a learning environment conducive to an effective education.

*(cf. 5140—Positive School Climate)*

### Introduction

The Board of Trustees expects all students within the schools, as well as personnel serving the District, ~~to be knowledgeable of~~ to comply with state and federal laws, local school Board policies, and administrative rules and regulations which establish the codes of conduct for students, including the responsibilities and duties of students, employees, and parents/guardians to maintain good order and discipline within the District.

Each school site's rules and procedures related to student conduct shall be developed in consultation with a school site discipline committee which shall include at least one representative of each of the following groups: teachers, school administrators, classified employees, parents/guardians, and for middle schools and high schools, students enrolled in the school. School rules and consequences are to be approved by the principal and the school discipline committee. School personnel who work directly with students have a responsibility to communicate school rules and consequences to students and parents/guardians, utilizing the various means of communication deemed suitable.

*(cf. 5150—Discipline)*

*(cf. 5152—Suspension/Expulsion/Due Process)*

### Applicability

This policy applies to all acts related to school activity or school attendance occurring within a school under the jurisdiction of the Superintendent of the District, and applies to all of the District's students. (Education Code §234.1)

This policy also reminds school personnel of their obligation to intervene when safe to do so as required by Education Code §234.1(b)(1).

### Definitions

- A. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in §48900.2, §48900.3, or §48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

**CONDUCT** (continued)

- a. Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
- b. Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
- c. Causing a reasonable pupil to experience substantial interference with his or her academic performance.
- d. Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

While not an exhaustive list, examples of bullying/cyberbullying might include:

- direct physical contact, such as hitting or shoving
  - threats to harm another person
  - oral or written assaults
  - social isolation or manipulation
  - posting harassing messages, direct threats, social cruelty, or other harmful texts, sounds or images on the Internet, including social networking sites
  - posting and sharing false or defamatory information about another person
  - pretending to be another person on a social networking site or other electronic communication in order to damage that person's reputation or friendships
  - posting or sharing photographs of other people without their permission
  - spreading demeaning materials created by another person (e.g., forwarding offensive e-mails or text messages) and
  - retaliating against someone for complaining that they have been bullied
- B. "Electronic act" means the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet website, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer or pager.
- C. "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

**CONDUCT** (continued)**Prohibition Against Bullying**

The District prohibits bullying as defined in this policy. This includes, but is not limited to, discrimination, harassment, intimidation, and bullying based on the actual or perceived characteristics set forth in Penal Code §422.55 and Education Code §220, and disability, gender, gender identity, gender expression, nationality, race or ethnicity discrimination, religion, sexual orientation discrimination, or association with a person or group with one or more of these actual or perceived characteristics. (Education Code §234.1(a); §48900)

In addition, the District prohibits retaliation against complainants.

**Responsibilities**

The Board of Trustees believes that the highest level of achievement in maintaining order within the schools is to achieve self-direction on the part of each student whereby he/she conforms to all behavioral expectations through personal desire and self-discipline. To achieve positive self-direction on the part of each student, the following responsibilities are expected:

1. Students: Control of student behavior begins with and ultimately rests within the individual student. Students shall retain their right to an education within ~~CUSD~~ District schools only so long as they do not persistently violate or neglect their responsibilities as imposed by state law, District policy, and school rules. Students are to be made aware of their responsibilities and rights and assisted by all school personnel to understand and accept their responsibilities.
2. Parents/Guardians: Parents/guardians have a fundamental responsibility for the behavior and academic efforts of their children. In addition to direct supervision of their children while in their custody, they have a responsibility to cooperate fully with school personnel to maintain proper behavior of their children during school hours and functions and to support their children's classroom effort and performance. This is not only a legal responsibility, but a moral one as well.
3. Teachers: A classroom instructional program which meets the individual needs of students in an effective manner is one of the best means of achieving self-direction and good behavior on the part of students. Teachers, as skilled professionals, have the responsibility to utilize effective professional techniques to maintain the respect of students, establish order within the classroom, and provide a learning environment and instructional approaches supportive of student achievement.

**CONDUCT** (continued)

4. Student Support Personnel: Limited psychological, guidance, and health services are provided to assist and augment the classroom teacher. Through such services, deviant student behavior may be identified in its early stages and remedied before more serious delinquent behavior develops, while student failure may also be addressed through collaborative efforts of the school and home.
5. Administrative Personnel: Administrators have the responsibility to administer the educational program, facilities, and activities to support the highest educational level of achievement by students. Such action will assist in maintaining order in the governance of the schools.
6. Classified Personnel: Classified personnel have the responsibility to work in partnership with certificated staff to ensure that students are treated respectfully and that state laws, District policies, and school rules are enforced.

**Duties and Responsibilities of School Employees**

If school personnel witness an act of discrimination, harassment, intimidation, or bullying he or she shall take immediate steps to intervene when safe to do so. (Education Code §234.1)

**Free Speech Protection**

This policy shall not be construed to limit pupil rights to free speech as protected by the United States Constitution, the California Constitution, Education Code §48907 and §48950, and other applicable law.

**Standards for Student Behavior**

It is expected that ~~CUSD~~ District students will:

1. Pursue the required course or study with diligence
2. Follow the direction of administrators, teachers, volunteers, and/or classified employees
3. Treat other students, as well as staff and volunteers, with respect
4. Remain on school premises unless duly authorized to leave
5. Be responsible to provide adequate explanation of school absence and tardiness
6. Obey school rules, District policy, and state law with respect to student conduct

**CONDUCT** (continued)

The primary standards for student behavior include, but are not limited to, the following: students must refrain from:

1. Gambling
2. Immorality
3. Profanity
4. The use, possession, or furnishing to others of tobacco or intoxicating liquor, narcotics, or other hallucinogenic or dangerous drugs or substances.
5. Possession or use of dangerous objects
6. Causing or threatening harm to another person or property
7. Stealing or damaging District or private property
8. Sexually harassing other students, school volunteers, or District employees
9. Holding membership in secret clubs or fraternities at school
10. Hazing or intimidating others

**Complaint Procedure**

1. A student shall report a complaint of bullying or cyber bullying, orally or in writing, to a staff member. If a parent initiates the complaint, the principal or designee will follow-up with the student and parent.
2. The principal or designee will gather and review the information to determine if the alleged bullying or cyber bullying conduct occurred.
3. After the information has been gathered, the principal or designee will determine the need for further investigation or the appropriate intervention, which may result in administrative discipline to ensure that the conduct ceases. If the behavior is found to meet the definition of bullying or cyber bullying, the principal or designee must complete and submit the appropriate written documentation to Safety and Student Services.

**CONDUCT** (continued)

A violation of this policy shall subject the offending student to appropriate disciplinary action, consistent with the student discipline code, which may include suspension, a recommendation for expulsion, and/or notification to the appropriate authorities.

**Confidentiality**

The identity of a complainant alleging discrimination, harassment, intimidation, or bullying shall remain confidential as appropriate within the dual contexts of the District's legal obligation to ensure a learning environment free from discrimination, harassment, intimidation, and bullying, and the right of the accused to be informed of the allegations. Some level of disclosure may be necessary to ensure a complete and fair investigation, although the District will comply with requests for confidentiality to the extent possible.

**Anti-Bullying Education: Training for Educators**

The District has an affirmative obligation to combat racism, sexism, and other forms of bias, and a responsibility to provide equal educational opportunity. The District shall undertake educational activities to prevent bullying and counter discriminatory incidents that impact the school environment and, within constitutional bounds, to minimize and eliminate a hostile environment on school grounds that impairs the access of pupils to equal educational opportunity. (Education Code §201)

As part of its Educational Technology plan and Acceptable/Responsible Use Policy, the District educates pupils about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, as well as cyberbullying awareness and response. The District also educates pupils and teachers on the appropriate and ethical use of information technology in the classroom and Internet safety.

**Interdistrict Transfers**

A pupil who has been determined by personnel of either the district of residence or the district of proposed enrollment to have been the victim of an act of bullying committed by a pupil of the district of residence shall, at the request of the person having legal custody of the pupil, be given priority for interdistrict attendance under any existing interdistrict attendance agreement or, in the absence of an agreement, be given additional consideration for the creation of an interdistrict attendance agreement. (Education Code §46600)

~~(cf. 351.4 – Recovery for Property Loss or Damage)~~

~~(cf. 5152 – Suspension/Expulsion)~~

~~(cf. 5176 – Safety)~~

**CONDUCT** (continued)

*Legal Reference:*

EDUCATION CODE

*32261 Legislative findings, declarations, and intent*

*35181 Governing Board policy on responsibilities of students*

*35291 Rules*

*44807 Duty concerning conduct of students*

*48900-48925 Suspension or expulsion*

*49000 (r) - Bullying*

*48908 Duties of pupils*

*48980-48981 Notification of parent or guardian*

CIVIL CODE

*1714.1 Liability of parents and guardians for willful misconduct of minor*

CALIFORNIA CODE OF REGULATIONS, TITLE 5

*300-307 Duties of pupils*

AB 86 Safe Schools

UNITED STATES CODE, TITLE 42

*2000h-2 et seq. Title IX, 1972 Education Act Amendments*

Policy  
adopted: August 18, 1997  
revised:

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
San Juan Capistrano, California



**CHARITABLE CONTRIBUTIONS - SOLICITING FROM SCHOOL DISTRICT  
PERSONNEL**

**~~Campaigns for Funds for Charitable Work~~**

~~The District authorizes one solicitation per year among the employees at work. That solicitation is conducted by the United Way of Orange County.~~

**~~Campaigns for Clothing, Paper and Other Used Commodities~~**

Charitable organizations may solicit District employees for funds or donations upon approval by the Superintendent or designee. No employee is obligated or expected to participate in any such solicitation. Any contributions shall be voluntary. Supervisors shall not solicit contributions from subordinates.

Campaigns of this nature may be extended to include students, if a school(s) so desires. Each such campaign must have specific approval of the Superintendent or designee.

Policy  
adopted: October 2, 1995

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
San Juan Capistrano, California



**LACTATION ACCOMMODATION**

The Board recognizes the immediate and long-term health advantages of breastfeeding for infants and mothers and desires to provide a supportive environment for any District employee to express milk for her infant child upon her return to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any District employee who chooses to express breast milk for her infant child while at work.

The District shall provide a reasonable amount of break time to accommodate an employee each time she has a need to express breast milk for her infant child. (Labor Code 1030)

To the extent possible, such break time shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid. (Labor Code 1030; 29 USC 207)

The employee shall be provided a private location, other than a restroom, which is in close proximity to her work area and meets the requirements of Labor Code 1031 and 29 USC 207, as applicable.

Employees are encouraged to notify their supervisor or other appropriate personnel in advance of their intent to make use of the accommodations offered for employees who are nursing mothers. As needed, the supervisor shall work with the employee to address arrangements and scheduling in order to ensure that the employees' essential job duties are covered during the break time.

Lactation accommodations may be denied only in limited circumstances in accordance with law. (Labor Code 1032; 29 USC 207)

Before an employee's supervisor makes a determination to deny lactation accommodations, he/she shall consult the Superintendent or designee. In any case in which lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

*Legal Reference:*EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

CIVIL CODE

43.3 Right of mothers to breastfeed in any public or private location

GOVERNMENT CODE

12940 Discriminatory employment practices 12945 Discrimination based on pregnancy, childbirth, or related medical conditions

LABOR CODE 1030-1033

Lactation accommodation

CODE OF REGULATIONS, TITLE 2

7291.2-7291.16 Sex discrimination; pregnancy and related medical conditions

UNITED STATES CODE, TITLE 29

207 Fair Labor Standards Act; lactation accommodation

FAIR EMPLOYMENT AND HOUSING COMMISSION DECISIONS

Department of Fair Employment and Housing v. Acosta Tacos (Chavez), FEHC

Precedential Decision 09-03P, 2009

Policy

Adopted:

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
San Juan Capistrano, California



## OPEN ENROLLMENT

### Purpose and Intent

The ~~Governing Board~~ Board of Trustees endorses the neighborhood public school concept. However, the Board recognizes that some parents/guardians may wish to choose a school of attendance other than their school of residence. Thus, an ~~Capistrano Unified School District~~ Open Enrollment Program shall be included as an integral feature of the District's instructional offerings.

School of residence attendance areas, school capacities, and class size mandates/guidelines are established to optimize the use of existing facilities and to maintain relatively balanced enrollments. All ~~CUSD~~ District schools offer high quality instructional programs addressing the District's mission, goals, and adopted curricula. However, parents/guardians may wish to apply to other ~~CUSD~~ District schools in order to take advantage of specialized or innovative programs, or to meet other family needs.

### Priority Criteria for School Placement

~~CUSD~~ District students residing in any Board-approved school attendance area shall first be provided the option of attending their school of residence. After all students within each school's attendance area have been accommodated within established class-size mandates, and after all students in categories A and B below have been placed, requests for Open Enrollment placement will be honored according to the following priority until all openings in a given school are filled:

- A. ~~CUSD students who are siblings of any student currently in attendance who will continue to be enrolled at the same school next year or~~ CUSD District students requesting placement at who want to return to their school of residence
- B. ~~CUSD District students who:~~
  1. Have continuously attended the school for at least one full year, but have moved into another CUSD District school's attendance area, or
  2. students residing Reside in an area affected by an attendance boundary change who wish to remain at their existing school
  3. Are siblings of any student currently in attendance who will continue to be enrolled at the same school the next year
- C. ~~CUSD District~~ students whose residence is not within the school's attendance area but whose parents/guardians pay a Mello-Roos tax ~~which~~ that helped support construction of the school.
- D. ~~CUSD District~~ students who reside in a feeder pattern ~~which~~ that divides students to different school sites upon promotion to the next school level (elementary school to middle school or middle school to high school) will be provided the opportunity to attend the same school as the majority of students in their feeder pattern
- E. All other ~~CUSD District~~ students requesting Open Enrollment placement

### Determination of Openings

District staff shall project the initial number of ~~eOpen~~ eEnrollment classroom seats which will be available for the fall of the following school year. In this analysis, staff shall consider each of the following elements:

**OPEN ENROLLMENT** (continued)

1. Current enrollment as it rolls forward and provides a basis for the following year's enrollment
2. Projected new enrollments for the school's entry grade level (K, 6, or 9)
3. Projected new enrollments due to the construction of new housing facilities in the attendance area during the next year
4. The ratio of enrollment to capacity as compared with the enrollment to capacity ratio of other schools in the surrounding area
5. Plans for the construction of new school facilities, which would provide future relief from current overcrowded conditions
6. Special programs which may have particular enrollment requirements or limitations

When the Open Enrollment process is implemented each year, the initial number of openings assigned to each school may be augmented as students who are currently enrolled in a given school transfer to another school site during the Open Enrollment process.

**Schools with Openings**

Each year the Superintendent or designee shall utilize all available information to determine which schools have openings. Schools identified without additional openings may accept students in Priority A and Priority B categories only.

Schools with openings will begin the Open Enrollment process with a designated number of openings. Students will be placed in order of the priority criteria referenced in this policy.

**Placement Procedures**

The Open Enrollment timeline will be published on the CUSD District website ~~and will be available at all school sites in January of each year.~~

Open Enrollment applications shall be initiated by a ~~child's~~ student's parent/guardian. Applications must be submitted on the District-designated form, which is available at the District office, in each school office, and on the CUSD District website. Parents/guardians seeking placement for multiple children must submit a separate application for each ~~child~~ student.

Applications for enrollment to ~~Two-Way~~ Language Immersion Programs will only be available at ~~Two-Way~~ Language Immersion sites. Parents/guardians desiring to enroll students in a ~~Two-Way~~ Language Immersion site must submit applications directly to the site(s) of choice within the designated Open Enrollment timeline. Students matriculating from elementary to middle or middle to high school ~~Two-Way~~ Language Immersion programs will have the right to continue to attend the ~~Two-Way~~ Language Immersion program within the same feeder pattern.

Parents/guardians who have applied for an Open Enrollment transfer by the published application deadline shall be notified of the status of their transfer request by late spring. Open Enrollment approval is school specific and does not guarantee placement in the feeder school(s) for the school of choice.

**OPEN ENROLLMENT** (continued)

After the number of openings has been determined and applications processed, a determination will be made as to whether sufficient openings exist to accommodate all applications. In the event there are more applications for Open Enrollment into any given school than ~~there are~~ openings in ~~that~~ in a given school, a lottery procedure for placement will be implemented which takes into account the priority criteria referenced in this policy and considers the openings which are available according to grade level.

Students in priority B may continue to apply beyond the published application deadline. In late spring, after the initial Open Enrollment window, the list of schools with openings will be updated and a second opportunity to apply for Open Enrollment placement for all priorities will take place. Applications for Open Enrollment will not be accepted after July 30<sup>th</sup> in an effort for schools to accurately determine staffing needs and student placement for the following school year.

**Eligibility for Interscholastic Athletic Participation**

When a student enrolls as a freshman (Grade 9) in any ~~CUSD~~ District high school, he/she will have that school identified as the school of attendance for athletic eligibility. Once eligibility has been established, a transfer to a different high school under Open Enrollment may result in a declaration of ineligibility to participate. Students considering a transfer to another ~~CUSD~~ District high school should contact California Interscholastic Federation (CIF) for eligibility guidelines.

Recruitment of students by school personnel to attend a high school other than the school of residence for the purpose of athletic participation is prohibited in accordance with CIF rules and regulations.

**Home-to-School Bus Transportation**

Transportation of students who have been placed through the ~~Open~~ Enrollment process is the responsibility of the parent/guardian.

**Nonrequirements to the District**

In implementing the Open Enrollment ~~P~~program, the District is not required to:

1. Make alterations in the structure or grounds of any schools or make alterations to the arrangement or function of rooms within District schools
2. Establish and offer any particular program in a school if such program is not offered currently in each school in the District
3. Alter or waive any established eligibility criteria for participation in a particular program including age requirements, course prerequisites, and required levels of performance

**Transfer Back to the School of Residence**

Students approved for Open Enrollment placement in accordance with the priority placement criteria spelled out in this policy shall abide by all school rules and procedures. Principals may recommend to Student Services the involuntary transfer of students back to their school of residence or another school deemed appropriate for any of the following reasons:

**OPEN ENROLLMENT** (continued)

1. Unsatisfactory attendance
2. Continual tardiness
3. Failure of the parent/guardian to make adequate transportation arrangements
4. Unsatisfactory academic performance
5. Unsatisfactory behavior
6. No longer residing within ~~CUSD~~ District boundaries

Students being transferred back to their school of residence or another school deemed appropriate have the right to an Admission and Discharge (~~A & D~~) hearing relative to the infraction which caused the involuntary transfer.

Students determined to have enrolled in a school by falsifying attendance or residency records shall be returned to their school of residence immediately. These students will not qualify as Priority A or B students even if they otherwise meet the stated priority criteria.

Students requesting a transfer to their school of residence, after having been accepted into another school through the ~~Open~~ Enrollment process, will not be guaranteed a place in their school of residence. Students must reapply in writing for Open Enrollment placement at their school of residence within the designated Open Enrollment timeline.

*Legal Reference:*EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

35160.5 District policies; rules and regulations

35291 Rules

35350 Transportation of students

35351 Assignment of students to particular schools

29 Ops. Cal. Atty. Gen. 63

GOVERNMENT CODE

53312.7 Establishment of community facilities district; goals and policies

Jackson v. Pasadena City School District (1963) 59 Cal. 2nd 876, 879

Crawford v. Board of Education (1976) 17 Cal.3d 280

**POLICY**

adopted: February 8, 1999

revised: November 17, 2003

revised: December 8, 2003

revised: February 11, 2008

revised December 15, 2009

revised March 8, 2011

revised

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California

## **RELATIONS WITH VENDORS**

### **Vendor Visits**

Vendors shall contact the Purchasing Department to arrange for sales presentations. If visits to other departments or school sites are required, arrangements will be made by the Purchasing Department.

### **Choice of Vendor**

The Purchasing Department shall not extend favoritism to any vendor. Each order shall be placed on the basis of quality, price and delivery, with past service being a factor if all other considerations are substantially equal.

### **Pricing Negotiations**

The Purchasing Department shall conduct all price negotiations with vendors when necessary. District prohibits the use of gifts, incentives, inducements, favors, monetary returns either promised or given, and/or rebates of any kind (hereinafter referred to as "incentives") that do not accrue directly to the District. Any supplier attempting to or providing such incentives, shall result in the immediate termination of any existing and future order (s) to the supplier. The District will take any and all appropriate actions deemed necessary including, but not limited to, referral to local law enforcement authorities.

### **Soliciting Funds or Materials**

The Purchasing Department shall not solicit funds or materials from vendors for any purpose or publicly endorse or promote commercial products.

### **Substitutions**

Vendors shall not make any substitutions without the approval of the Purchasing Department.

### **Exchange**

Vendors or requisitioners shall not make any exchanges without the approval of the Purchasing Department.

~~(cf. 3290—Gifts, Grants, and Bequests)~~

~~(cf. 6161.1—Selection and Evaluation of Instructional Materials)~~

~~(cf. 9270—Conflict of Interest)~~

## **RELATIONS WITH VENDORS (continued)**

### **Communication**

All communication with suppliers shall be through the Purchasing Department, except in special cases where technical details make it advisable to delegate authority to others. In case of this exception, a copy of all correspondence shall be forwarded to the Purchasing Department.

### **Vendors Representatives**

Vendor's representatives shall be referred to the Purchasing Department by other District personnel if direct contact is made with a school or department.

When schools and departments require the assistance afforded by consultants, sales-consultants, sales-engineers or other technical vendor's representatives, such assistance shall be requested through the Purchasing Department.

In interviews with vendors, no one who is not a member of the Purchasing Department shall commit himself/herself by implication or otherwise as the District's source of supply for any product.

#### *Legal Reference:*

##### **EDUCATION CODE**

60071 *Prohibited offers to influence adoption or purchase of instructional materials*

60072 *Acceptance of consideration or inducements by school official*

60073 *Penalties for violation of article*

60074 *Supplying sample copies*

60075 *Receiving sample copies*

60076 *Inapplicability of article; royalties or other compensation of school official for writing or preparing instructional materials; claim of District to royalty*

Policy

adopted: February 26, 1996

revised:

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – SPECIAL MEETING  
FEBRUARY 6, 2012  
EDUCATION CENTER – BOARD ROOM

President Pritchard called the meeting to order at 6:00 p.m.

The Pledge of Allegiance was led by Trustee Alpay.

Present: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, and Pritchard

**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](http://www.capousd.org)** **Permanent Record**

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

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, and Pritchard  
NOES: None  
ABSENT: None  
ABSTAIN: None

#### CONSENT CALENDAR

Resignations, retirements, and employment of certificated personnel. **Resignations/Retirements/Employment (Certificated Personnel)**

It was moved by Trustee Alpay, seconded by Trustee Bryson, and carried unanimously to approve the resignations, retirements, and employment of certificated personnel.

The Board recessed to closed session to discuss Public Employee Discipline/Dismissal/Release. **Closed Session**

President Pritchard reconvened the meeting at 7:42 p.m. and reported the following action taken during closed session. **President's Report Forum**

**Agenda Item A – Public Employee Discipline/Dismissal/Release:** The Board has not concluded its deliberation and has continued this matter to the February 27 special Board meeting.

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to adjourn the meeting. **Adjournment**

President Pritchard announced the meeting adjourned at 7:43 p.m.

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Board Clerk

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Secretary, Board of Trustees



CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – REGULAR MEETING  
FEBRUARY 13, 2012  
EDUCATION CENTER – BOARD ROOM

President Pritchard called the meeting to order at 5:30 p.m. The Board recessed to closed session to: discuss CSEA/CUEA/CUMA/Teamsters negotiations and Student Expulsions.

Closed session recessed at 6:31 p.m.

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

The Pledge of Allegiance was led by San Clemente High School Student Sara Kebede.

Present: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, Pritchard, and Student Advisor Ryan Pallas

**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](http://www.capousd.org)**

**Permanent Record**

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to adopt the Board agenda.

**Adoption of the Board Agenda**

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, Pritchard, and Student Advisor Ryan Pallas  
NOES: None  
ABSENT: None  
ABSTAIN: None

President Pritchard reported the following action taken during closed session:

**President's Report From Closed Session Meeting**

**Agenda Item #3 A– CSEA/CUEA/CUMA/Teamsters Negotiations:** The Board gave direction to staff.

**Agenda Item #3 C1 through C7 – Student Expulsions:**

The Board voted 7-0 to expel the following students by stipulated agreement: Case #2012-019, #2012-021, #2012-022, #2012-023, #2012-025, #2012-027, and #2012-028.

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, and Pritchard  
NOES: None  
ABSENT: None  
ABSTAIN: None

San Clemente High School Student Sara Kebede was recognized for her project of collecting and donating shoes for Ethiopian athletes.

**Special Recognition**

Student Body President Tyler Bickel from San Juan Hills High School presented a report on activities taking place at the high school.

**Student Body Report**

Due to the number of requests to address the Board, it was moved by Trustee Alpay, seconded by Trustee Pritchard, and motion carried unanimously to suspend the maximum time requirement of 20 minutes for speakers, reduce each speaker's time to two minutes, and allow all speakers to address the Board.

**Oral  
Communications**

The following speakers addressed the Board:

- *Ross Velderrain, Ray Fenton, Tom Donnelly, Bob Picazo, and Mark Klein spoke in support of Eric Patton.*
- *Attorney Eric Hansen stated violations of Board policies cited in the charges against Eric Patton were inaccurate.*
- *David Carter congratulated Aliso Niguel High School's basketball and football teams for going to the playoffs.*
- *Stan Wasbin spoke regarding the new state law, SB48 and appealed to the Board to base the focus of teaching social sciences on the roles played by important and influential Americans, not sexual orientation.*

**DISCUSSION/ACTION**

Interim Deputy Superintendent Robyn Phillips stated the District faces a large budget shortfall for the 2012-2013 school year that will require substantial spending reductions. This budget shortfall reflects the cumulative impact of five years of ongoing cuts in state funding for K-12 education and the elimination of federal funds. Dr. Phillips reported decisions need to be made in the coming months to determine how spending reductions will be made and implemented by the June 30, 2012, budget adoption deadline.

**Report on 2012-  
2013 District  
Budgeting and  
Finance  
Agenda Item 1**

Dr. Phillips presented a PowerPoint showing updated estimates of the District budget shortfall for 2012-2013, and the Governor's January Budget Proposal for 2012-2013. These projections considered the scenario if a proposed tax measure passes, as well as the scenario if the tax measure is defeated, thereby triggering additional cuts to K-12 education under the Governor's proposed budget. Dr. Phillips provided information on the options for addressing a budget shortfall of this magnitude and provided Trustees with the timeline for the 2012-2013 budget planning process.

Superintendent Farley introduced Dr. Alan Heslop and Dave Meyer of National Demographics Corporation (NDC) who provided a short PowerPoint presentation. Dr. Heslop stated at the January 25 meeting the Board adopted Plan J and the purpose of the presentation is for the final adoption of Plan J.

**Trustee Area  
Boundary  
Redistricting  
Agenda Item 2**

Trustee Hatton requested Plan J be amended by drawing the line down to Oso Parkway to include Tesoro High School in Trustee Area 7. Mr. Meyer stated to move Trustee Area 7 south would add only unpopulated census blocks with a zero population shift and would actually make the area more compact.

It was moved by Trustee Hatton, seconded by Trustee Alpay, and motion carried by a 5-2 vote to approve Plan J as amended to include Tesoro High School in Trustee Area 7, census block numbers 06059037056-002, 06059037056-003, 06059037056-004, 06059037056-005, 06059037056-006, 06059037056-007, 06059037056-009, 06059037056-010, 06059037056-017, and direct staff and consultants to amend street by street description of the lines accordingly.

AYES: Trustees Alpay, Brick, Bryson, Hatton, Pritchard, and  
Student Advisor Ryan Pallas  
NOES: Trustees Addonizio and Palazzo  
ABSENT: None  
ABSTAIN: None

Trustee Alpay stated the ten criteria to guide the development of the new map of Trustee areas listed in Resolution No. 1112-32, on agenda page 8, were different from the eight criteria approved on November 14, 2011, in Resolution No. 1112-25, Establishing Criteria for Adjusting Trustee Area Boundaries.

**Adoption of the  
Official Trustee  
Area Map for  
Elections  
Agenda Item 3**

It was moved by Trustee Alpay, seconded by Trustee Pritchard, and motion carried by a 5-2 vote to approve Resolution No. 1112-32, Adopting the Official Trustee Area Map for Elections to the Board of Trustees, replacing the ten criteria on page 8 with the following:

1. Each Trustee area shall contain a nearly equal number of inhabitants.
2. Trustee area borders shall be drawn in a manner that complies with the Federal Voting Rights Act.
3. Trustee areas shall consist of contiguous territory in as compact a form as possible.
4. Trustee area borders shall respect communities of interest as much as possible.
5. Trustee area borders shall follow visible natural and man-made geographical and topographical features as much as possible.
6. Trustee area borders shall follow municipal boundaries as much as possible.
7. Trustee area borders shall take into consideration the location of schools.
8. Trustee areas known to be areas of higher-than-average population growth in the two to five years following this boundary line adjustment may be under populated within the population deviation amounts allowed by law.

AYES: Trustees Alpay, Brick, Bryson, Hatton, Pritchard, and  
Student Advisor Ryan Pallas

NOES: Trustees Addonizio and Palazzo

ABSENT: None

ABSTAIN: None

Interim Deputy Superintendent Tim Holcomb requested approval of Change Order No. 1 – Bid No. 1011-15 to Ohno Construction Company for the San Juan Hills High School Stadium Phase II project for the required bleacher replacement parts needed to complete construction. Mr. Holcomb explained the cost for bleacher replacement parts was anticipated by District staff, and an allowance of \$40,000 was established in the overall project budget.

**SJHHS Stadium  
Change Order  
Agenda Item 4**

Following discussion, it was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried unanimously to approve Change Order No. 1 – Bid No. 1011-15 San Juan Hills High School Stadium Phase II Project to Ohno Construction Company.

Assistant Superintendent Julie Hatchel stated staff is seeking approval to pilot a high school Forensic Science course as part of the science electives offered at Aliso Niguel High School.

**Elective Course  
Pilot-High School  
Forensic Science  
Agenda Item 5**

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried unanimously to approve the high school Forensic Science pilot course at Aliso Niguel High School.

Assistant Superintendent Julie Hatchel stated staff is seeking approval to pilot an Introduction to Renewable and Sustainable Energy science course as part of the high school electives offered at Dana Hills High School. Mrs. Hatchel explained this project-based course is a foundation career technical education course in the energy and utilities industry sector focused on energy literacy in preparation for career opportunities in the emerging green economy.

**Elective Course  
Pilot-Introduction  
to Renewable and  
Sustainable Energy  
Agenda Item 6**

Following discussion, it was moved by Trustee Hatton, seconded by Trustee Alpay, and motion carried unanimously to approve an Introduction to Renewable and Sustainable Energy pilot course at Dana Hills High School.

Assistant Superintendent Julie Hatchel stated the Board approved piloting the Biotechnology course at Dana Hills High School in the fall and staff is now seeking final adoption of the Biotechnology course.

**Course Adoption -  
Biotechnology  
Agenda Item 7**

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to approve the Biotechnology course as a course offering at Dana Hills High School.

Assistant Superintendent Jodee Brentlinger explained as employment laws change, it becomes necessary to update or create new policies. The Lactation Accommodation policy is a new Board policy to establish District guidelines to meet legal compliance requirements. This policy will be brought back to a future meeting for second reading.

**New Board Policy  
Agenda Item 8**

Assistant Superintendent Julie Hatchel presented revisions to this policy for first reading. Mrs. Hatchel explained Board Policy 5119, *Open Enrollment*, is being revised to update priority criteria for school placement. This update will allow siblings to continue to enroll beyond the published application deadline. This policy will be brought back to a future meeting for second reading.

**Board Policy  
Revision  
Agenda Item 9**

Interim Deputy Superintendent Tim Holcomb stated there were no updates to report this month.

**Division of State  
Architect Update  
Agenda Item 10**

President Pritchard announced agenda item 14 was being pulled from the Consent Calendar and will be brought back to a future meeting.

**President's  
Announcement**

President Pritchard asked Trustees for items they wished to pull from the Consent Calendar. Agenda items 16, 17, 19, 20, and 21 were pulled.

**Items Pulled from  
the Consent  
Calendar**

## **CONSENT CALENDAR**

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to approve the following Consent Calendar items:

Minutes of the January 25, 2012, regular Board meeting and January 30, 2012, special Board meeting.

**Minutes  
Agenda Item 11**

Petition to waive California Education Code §60851(a) and Board Policy 6162.52 – California High School Exit Examination: Case #1112-008 through #1112-009.

**CAHSEE  
Agenda Item 12**

Readmission of students from expulsion: Case #2011-027, #2011-032, #2011-63, #2011-64, #2011-080, #2011-081, #2011-100, #2011-102, #2011-105, #2011-106, #2011-107, and #2011-111.

**Expulsion  
Readmission  
Agenda Item 13**

~~Adoption of a three-year Expulsion Plan.~~ This item was pulled prior to the approval of the Consent Calendar.

~~**Expulsion Plan  
Agenda Item 14**~~

Purchase orders, warrants, and previously Board approved bids and contracts as listed.

**Purchase  
Orders/Warrants  
Agenda Item 15**

Education through music training, Richards Institute of Education and Research.	<b>Independent Contractor Agreement Agenda Item 18</b>
Allowance of attendance due to an emergency condition.	<b>Waiver Request Agenda Item 22</b>
Bid No. 1011-08, Milk and Dairy Products, Hollandia Dairy.	<b>Extension of Agreement Agenda Item 23</b>
Denial of Government Claim No. 12-99708DP.	<b>Government Claim Agenda Item 24</b>
Resignations, retirements, and employment of classified personnel.	<b>Resignations/Retirements/ Employment (Classified Personnel) Agenda Item 25</b>
Resignations, retirements, and employment of certificated personnel.	<b>Resignations/Retirements/ Employment (Certificated Personnel) Agenda Item 26</b>
Payment to District master teachers who supported a student teacher during the 2011 fall semester.	<b>Master Teacher Payment Agenda Item 27</b>
Authorization of coaches to provide second semester Physical Education credit.	<b>Coaches Agenda Item 28</b>
<p>ROLL CALL: AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, Pritchard, and Student Advisor Ryan Pallas</p> <p>NOES: None</p> <p>ABSENT: None</p> <p>ABSTAIN: None</p>	
Trustee Palazzo asked staff to explain the collection of developer fees. Interim Deputy Superintendent Tim Holcomb explained districts collect developer fees to mitigate the impact of development on the District's facilities needs.	<b>Annual and Five Year Reportable Fees Report Agenda Item 16</b>
Trustee Palazzo asked staff to explain what the fees can be used to pay for. Mr. Holcomb stated the fees can be used to pay for any facility needs related to the type of development that is occurring.	
Following discussion, it was moved by Trustee Palazzo, seconded by Trustee Bryson, and motion carried unanimously to approve Resolution No. 1112-31, Annual and Five-Year Reportable Fees Report for Fiscal Year 2010-2011.	

ROLL CALL: AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, Pritchard, and Student Advisor Ryan Pallas  
NOES: None  
ABSENT: None  
ABSTAIN: None

Trustee Palazzo asked staff why the Board is voting on this item after the training has occurred. Assistant Superintendent Julie Hatchel explained staff attended the training through the Orange County Department of Education (OCDE) on January 23. The contract was signed by OCDE on January 10 and returned to the District but this was the soonest staff was able to bring the contract to the Board for approval.

**Income Agreement  
Agenda Item 17**

It was moved by Trustee Palazzo, seconded by Trustee Hatton, and motion carried unanimously to approve the training services by the Orange County Superintendent of Schools.

Trustee Palazzo stated the contract had no maximum amount. Assistant Superintendent Julie Hatchel responded the fee was listed in the description of the item as \$9,640. Mrs. Hatchel stated when she checked with Purchasing staff, she was told this contract was approved in December but was being brought forth again because of a company name change.

**Independent  
Contractor  
Agreement  
Agenda Item 19**

Trustee Alpay questioned staff regarding the necessity to approve the contract again due to a name change and requested staff research the matter. Interim Deputy Superintendent Tim Holcomb stated staff would review District policy with regard to assignments and whether or not assignments need to come back to the Board for approval if only the name is changed. Mr. Holcomb added it may be required by the county as the county is very particular about the names they put on checks matching the contracts Trustees approve.

Following discussion, it was moved by Trustee Palazzo, seconded by Trustee Alpay, and motion carried unanimously to approve continuing the Supplemental Educational Tutoring Services, Sylvan Learning Center of Laguna Niguel, Operated by Sayva Learning LLC to a future meeting to allow staff the opportunity to research the necessity to approve a previously approved contract for a name change only.

Trustee Palazzo stated there is no dollar amount or maximum fee in this contract but expenditures are estimated to be \$18,000 in the agenda item's description paragraph. Assistant Superintendent Sara Jocham explained this is a special education contract and Ms. Block is needed to cover classes for a leave-of-absence employee. It is anticipated Ms. Block's services will be \$18,000.

**Independent  
Contractor  
Agreement  
Agenda Item 20**

Following discussion, it was moved by Trustee Palazzo, seconded by Trustee Alpay, and motion carried unanimously to approve speech language services to Marie K. Block with a Not-to-Exceed \$18,000 clause added in the contract.

Trustee Palazzo stated this agreement shows a start date of February 2 and the first payment due on February 6. Trustee Palazzo stated after contacting staff she found out the first payment has not been paid. Assistant Superintendent Julie Hatchel explained the site submitted this agreement to the District in late January but this was the soonest it could be brought to the Board for approval. Mrs. Hatchel recommended the Board approve the contract with minor amendments to the terms such as changing the start date to February 13 and the first payment due on February 17 as the program has not yet started at Carl Hankey K-8 School.

**Independent  
Contractor  
Agreement  
Agenda Item 21**

Following discussion, it was moved by Trustee Palazzo, seconded by Trustee Bryson, and motion carried unanimously to approve the Spanish International Baccalaureate Primary Years Program to CALINK Institute with an amendment to start the term of the contract on February 13 with the first payment due on February 17.

It was moved by Trustee Alpay, seconded by Trustee Addonizio, and motion carried unanimously to adjourn the meeting.

**Adjournment**

President Pritchard announced the meeting adjourned at 8:34 p.m.

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Board Clerk

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Secretary, Board of Trustees

*Minutes submitted by Jane Boos, Manager, Board Office Operations*



## **CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California

### **PLAN FOR PROVIDING EDUCATIONAL SERVICES TO ALL EXPELLED STUDENTS IN ORANGE COUNTY 2012 - 2015**

#### **General Provisions**

As required by Education Code §48926, the Orange County Superintendent of Schools has developed an expulsion plan in conjunction with the Superintendents of the school districts in Orange County. The plan provides for educational services to all expelled students in the county for school years 2012-2013, 2013-2014 and 2014-2015. The current plan has been adopted by the Board of each school district and the Orange County Board of Education. A student whose behavior has resulted in an expulsion is provided a rehabilitation plan which ensures placement in an educational program. All educational alternatives provided by Orange County school districts are not available to all expelled students. The type of offense, location of offense, grade level and nature of the student's individualized needs all have the potential to affect the educational alternatives available to the student during the period of expulsion. Students expelled for any of the offenses listed in subdivision (a) or (c) of Education Code §48915, shall not be permitted to enroll in any district-operated program during the period of expulsion unless it is a community day school, (Education Code §48915.2).

All expelled students shall be referred to an educational placement that is 1) appropriately prepared to accommodate students who exhibit discipline problems; 2) not situated at a comprehensive middle, junior, or senior high school, or at any elementary school, and 3) not housed at the school site attended by the student at the time of the offense, (Education Code §48915). In addition to the requirements stated above, such factors as District size, District level alternatives, county level alternatives, and District philosophy can influence the decisions by a District Board regarding what educational alternatives are appropriate for the students who are expelled.

#### **Educational Alternatives for Expelled Students**

The Board of each school district will determine which educational alternatives are appropriate and available pursuant to Education Code §48916.1. Educational alternatives throughout Orange County for students recommended for expulsion include, but are not limited to the following options:

1. Expulsion, suspended order, with placement on the same school campus, Education Code §48917 (a).
2. Expulsion, suspended order, with placement on a different school campus within the District, Education Code §48917 (a).
3. Expulsion with referral to a district community day school program, if available, Education Code §48660.
4. Expulsion with subsequent transfer to another district.

5. Expulsion with referral to the Orange County Department of Education, Alternative, Community and Correctional Education Schools and Services (ACCESS), Education Code §1981.

A specific referral to a District community day school or county community school is made by the school district with recommendations from the District discipline review board, School Attendance Review Board (SARB), or by another established District referral process as required by statute.

The school district of residence maintains the responsibility for developing a rehabilitation plan for expelled students and referring students to an appropriate educational setting. Expelled students who complete their rehabilitation plan obligations are reviewed by the District for possible return to District of residence programs. Expelled students who fail to meet the terms and conditions of the District rehabilitation plan, may be referred to an appropriate educational setting within another District alternative program, District community day school program, or the Orange County Department of Education.

### **Charter School Requirements and Expulsion**

Charter schools develop their own policies and procedures regarding student expulsion and student dismissal. They are not required to follow Education Code §48900 et seq. as the basis of their discipline or expulsion policy. Charter schools have the option to adopt their chartering District's policy and procedures in regard to expulsion and may include the option of an appeal to the County Board of Education.

A student who is expelled from a charter school returns to the jurisdiction of the school district of residence. As set forth in Education Code §47605 (d)(3), if a pupil subject to compulsory full-time education pursuant to Education Code §48200 is expelled or leaves a charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information.

### **Expelled Students Who Commit Subsequent Violation(s)**

The placement of expelled students who commit subsequent expellable violations will be placed in one of the following options:

- If the student commits a subsequent violation of Education Code §48900, the student may be referred to another District alternative program or to the Orange County Department of Education.
- If the expelled student commits another violation of the Education Code while enrolled in the Orange County Department of Education, the student will be placed at another community school site within the Administrative Unit (AU) or transferred to another AU operated by the Orange County Department of Education, in accordance with Orange County Department of Education Policy and Procedures.

## **Expelled Students Who Fail District Community Day School**

An expelled student who fails his/her placement in a District community day school program may be placed in one of the following options:

- Other existing District educational alternatives.
- Orange County Department of Education, Alternative, Community and Correctional Education Schools and Services, or the Division of Special Education Services.

## **Special Education Students**

Students eligible under the Individuals with Disabilities Act (IDEA) may be referred to the Orange County Department of Education pursuant to the Individualized Education Program (IEP) process outlined in Education Code §48915.5 and Orange County Department of Education procedures. Students eligible under Section 504 of the Rehabilitation Act of 1973 may also be referred to the Orange County Department of Education program in accordance with Section 504 procedures. School districts must take into consideration the contents of the student's IEP when making service recommendations. Educational setting options may include District, SELPA, or county-operated programs.

- If the District refers the expelled student to the Orange County Department of Education, the District shall convene an IEP meeting prior to the referral to jointly identify an appropriate special education program and related services. A representative from the Orange County Department of Education shall be invited to the IEP meeting. During the period of expulsion, the District or Orange County Department of Education will provide the student special education services in accordance with the 34 C.F.R. §300.530(d)(1).
- The Orange County Department of Education also provides an interim alternative educational setting while school districts search for permanent placements for students eligible under the IDEA (not excluding county options), 34 Code of Federal Regulations §300.530(g).

## **Orange County Department of Education Options**

The Orange County Department of Education is committed to providing a spectrum of educational options for students expelled from Orange County school districts. Educational options are provided through the Division of Alternative Education, known as Alternative, Community, and Correctional Education Schools and Services (ACCESS), and the Division of Special Education Services. The Orange County Department of Education's mission is to care for, teach, and inspire all students to discover their potential, develop their character, and maximize their learning so they may become successful contributors to society.

The policy of each individual school district affects how the Orange County Department of Education will meet the needs of that particular school district. Some districts use the Orange County Department of Education programs as educational options for those students expelled under Education Code §48900.

The Orange County Department of Education Division of Special Education Services provides special education programs and services to individuals with exceptional needs requiring intensive educational services. Referrals to the Division of Special Education Services shall be made in accordance with current procedures.

The ACCESS program provides options for expelled youth at over 70 sites contained within nine Administrative Units located throughout the county. Regional options may include:

- Classroom instruction serving grades 9-12, delivered daily for 240-270 minutes aligned with the State Frameworks/Standards.
- Classroom instruction serving grades 6-8, delivered daily for 240-270 minutes aligned with the State Frameworks/Standards.
- Contracted learning programs for students who elect, with parent/teacher approval, not to participate in daily classroom instructional programs. These contracted learning programs (Independent Study) require students to complete a minimum of 20 hours per week of educational product.
- Parent directed home instruction through Community Home Education Program and Pacific Coast High School.

### **Referral Process to the Orange County Department of Education Alternative Community Correctional Education Schools and Services (ACCESS)**

ACCESS administrators regularly meet with school district representatives and agency partners to collaborate and coordinate placement of expelled students. Regional meetings of the Child Welfare and Attendance Directors as well as the County Student Attendance Review Board provide an avenue for District and Orange County Department of Education representatives to discuss potential placement challenges, explore regional options and address the needs of expelled students.

Referrals to the Orange County Department of Education ACCESS program may be made directly to the ACCESS Administrative Units listed below. Referrals of students eligible under the IDEA shall be made through the IEP process and in accordance with ACCESS Special Education Procedures.

An Individual Learning Plan (ILP) will be developed for expelled students referred to ACCESS. Part of this plan includes a goal of assisting the student with meeting the requirements stated in the rehabilitation plan to facilitate returning the student to the school district of residence at completion of the District expulsion.

## ACCESS Regional Offices

<b>Administrative Units</b>	<b>Address</b>	<b>Phone</b>	<b>Contact Person</b>
<b>Orange County Community School/CHEP</b>	2910 Redhill Avenue, Suite 200 Costa Mesa, CA 92626	(714) 327-1000 Fax: 327-1030	Pat Novak
<b>East County Admin Unit</b>	621 W. First Street Tustin, CA 92780	(714) 245-6680 Fax: 731-7269	Janeen Antonelli
<b>Fischer Admin Unit*</b>	331 City Drive South Orange, CA 92868	(714) 935-7651 Fax: 935-6339	Kirk Anderson
<b>North Admin Unit</b>	505 N. Euclid Street Suite 500 Anaheim, CA 92801	(714) 245-6795 Fax: 781-5891	Katy Ramezani
<b>Anaheim Las Palmas Admin Unit</b>	505 N. Euclid Street Suite 500 Anaheim, CA 92801	(714) 245-6545 Fax: 781-5891	Devin Lawson
<b>Santa Ana Newport Admin Unit</b>	2835 S. Bristol, Suite A Santa Ana, CA 92704	(714) 245-6535 Fax: 557-2760	Karen Hudgins
<b>South County Admin Unit</b>	23436 Madero, Suite 100B Mission Viejo, CA 92691	(949) 425-2135 Fax: 707-0569	Dianne Blackburn
<b>Garden Grove Admin Unit</b>	621 W. First Street Tustin, CA 92780	714) 245-6680 Fax: 731-7269	Chris Alfieri
<b>Harbor Learning Center – Admin Unit 106</b>	15872 S. Harbor Blvd. Building A Fountain Valley, CA 92708	(714) 245-6447 Fax: 418-0598	Mary Lou Vachet
<b>Pacific Coast High School</b>	14262 Franklin Ave. Suite 100 Tustin, CA 92780	(714) 245-6500 Fax: 508-0215	Machele Kilgore

*\* Institutions/Court Schools (Placement through the Juvenile Justice Department)*

## ACCESS Support Services

<b>Special Education</b>	1715 Wilshire Ave. Suite 708 Santa Ana, CA 92705	(714) 547-7931 Fax: 547-9814	Todd Martin
<b>Title I</b>	1735 E. Wilshire Ave. Suites 801 & 802 Santa Ana, CA 92705	(714) 836-0301 Fax: 836-1920	Kelly Gaughran
<b>Assessment Center</b>	1715 Wilshire Ave. Suite 706 Santa Ana, CA 92705	(714) 835-2776 Fax: 835-3861	Jane Doney
<b>Attendance and Records</b>	1669 Wilshire Ave. Suite 601 Santa Ana, CA 92705	(714) 547-9972 Fax: 547-2344	Sharon Lakin
<b>Director of Educational Programs</b>	1715 E. Wilshire Ave. Suite 702 Santa Ana, CA 92705	(714) 647-2593 Fax: 543-8962	Tony Gibson
<b>Director of Curriculum and Instructional Support Services</b>	1715 E. Wilshire Ave. Suite 706 Santa Ana, CA 92705	(714) 558-8220 Fax: 558-8245	Rick Martin

## **Summary of Gaps in Education Services to Expelled Students and Strategies for Filling Those Gaps**

Previously identified gaps have been addressed and considerable improvement has been made through a collaborative process between the 28 Orange County School Districts and the Orange County Department of Education. The 28 school districts in Orange County and the Orange County Department of Education have committed themselves to an ongoing process to resolve the remaining identified gaps.

### **Service Gap 1: Expelled Students in Grades K-5**

Students in grades K-5 who are expelled do not have as many educational options available as do expelled youth in grades 6-12. In some instances, it has been difficult to place elementary school students who are expelled, especially at the K-4 level. The number of community day schools at that level are very limited.

#### **Progress from 2009**

The Orange County Department of Education has been able to service students expelled in grade six, demonstrating progress from the previous plan. The obstacles that remain for serving grades K-5 are the low number of students who are expelled that make it challenging to establish ongoing services.

#### **Ongoing Strategies for Addressing This Gap**

Students in grades K-5 who are expelled, may be served through the following District or County options:

- Transfers within the home district which may include District community day school.
- The Shaffer Learning Center, formerly known as Project Hope, in the city of Orange, is available for grades K-8. The proximity to the school site may pose a challenge to student attendance.
- Students in grade five, on a case by case basis, may be referred to the ACCESS program depending upon class composition at the time of referral.

The Orange County Department of Education has in the past reviewed the need for an elementary level regionalized Alternative Academy, Community School program. To date, an insufficient number of elementary students have been expelled to warrant such a program. This type of facility could be pursued in the future, with sufficient District support and need. In the event such a program would be developed, transportation would be a challenge for students not living in close proximity to the regionalized program.

It is also suggested, that districts support one another and offer alternative placement options whenever possible, taking non-mandatory expulsions (Education Code §48915) especially in larger districts with Community Day School provisions or special classrooms on their sites.

## **Service Gap 2: Limited Special Education Placements in ACCESS**

The county office is committed to expanded program options for students with exceptional needs that have been expelled from District programs. As identified through communication with SELPA and District-Special Education Directors, programs for emotionally disturbed and dual diagnosis (Emotionally Disturbed and Developmentally Delayed) students have been developed in some school districts. In addition, ACCESS continues to evaluate its Special Education services to provide a continuum of placement options. When the identified Special Education services cannot be accommodated through existing county office alternatives, the district of residence will continue to facilitate placement to meet the needs of individual students through district and non-public agency/school placements.

### **Progress from 2009**

An increase in Special Education staff have been added to the ACCESS program. The challenge has been that it is hard to provide a regionalized program for an unpredictable number of student referrals. For example, the county opened a regionalized Dual Diagnosis program that had to close due to too few students to maintain the program.

### **Ongoing Strategies for Addressing This Gap**

District efforts to provide services to students within their attendance area have reduced the need for placements in ACCESS. Districts and ACCESS will provide ongoing monitoring of need for additional Special Education services for expelled students. The ACCESS program will respond to increased demands as conditions warrant in the future.

#### *Programs for Emotionally Disturbed Students:*

- Continued expansion of programs for emotionally disturbed students is contingent upon location of school sites that can accommodate such programs.

#### *Programs to Expand Continued Services for Special Education Students:*

- Expanding program options for special education students are evaluated through ACCESS, the North Orange County SELPA and Orange County School Districts.

## **Service Gap 3: Rehabilitation Failures**

Students sometimes do not meet the provisions of the expulsion rehabilitation plan and fall behind in their academic studies. In these cases, they are at high risk of not completing their necessary credits and are at a higher risk of dropping out of school.

### **Progress from 2009**

There are more districts using Pacific Coast High School and CHEP as options for students who have not succeeded in other programs. An obstacle has been that the Rehabilitation Plan has not consistently followed the student from the District to the next school placement.

### **Ongoing Strategies for Addressing this Gap**

- Discussion with districts in how to utilize and expand existing collaborations to ensure student success with their rehabilitation plan. This includes the use of community non-profits and private programs to assist in carrying out individual student expulsion plans.
- A subgroup committee to develop a procedure to communicate student success and concerns between the district of residence and the district of attendance.

- Smaller Administrative Units in ACCESS were developed to help promote communication between ACCESS and districts. Enhanced communication promotes student success and early intervention when students are not meeting the terms of the rehabilitation plan. In addition, communication is vital between the districts and ACCESS regarding the status of students who are returning to the District.
- ACCESS will implement a consistent SARB process that utilizes strategies for dropout recovery including the Truancy Response Program to reach students who are marginalized during the expulsion process.

#### **Service Gap 4: Mental Health Services**

Historically, there has been a concern of how to utilize Orange County Health Care Agency-Mental Health Services for expelled students, particularly during the summer months.

##### **Progress from 2009**

There has been an increase in communication and collaboration with the Orange County Health Care Agency, districts, SELPAs and the Orange County Department of Education. The challenge has been adjusting to the change of legislation related to AB 3632.

##### **Ongoing Strategies for Addressing this Gap**

Past efforts focused on improving communication between the Orange County Health Care Agency and districts. With new legislation, districts now have funding for Special Education services that support expelled students having access to their mental health services, especially during the summer months. Districts are in a better place to monitor, address, and implement mental health services in accordance with the new legislation placing mental health services under the jurisdiction of school districts and the County Office. Districts will need to assess over time, any gaps resulting from changes in funding and responsibility for providing for the Mental Health needs of expelled students who are in Special Education.

## **COUNTYWIDE BEHAVIOR INTERVENTIONS AND BEST PRACTICES TO PREVENT SUSPENSIONS AND EXPULSIONS**

Orange County schools seek to minimize the number of expulsions by establishing prevention and early intervention practices. School districts pursue a variety of strategies in an effort to educate students and establish a safe and caring climate to prevent student misconduct. When warranted, disciplinary measures are implemented consistent with District policies and procedures to ensure fair and consistent disciplinary measures. These efforts will continue to prevent any disproportionate representation of minority students recommended for expulsion.

Expulsions occur when student and campus safety is threatened or when remediation efforts have not been successful. Districts engage in a number of preventative and proactive strategies including but not limited to the following:

- Positive Behavior Intervention and Supports
- Annual Notice of Parent Rights and Responsibilities
- Student Study Teams
- Special Education Services
- Counseling
- Student Contracts
- School Signs and Notices
- Red Ribbon Week
- School Attendance Review Board (SARB)
- Parent Meetings and Information Nights
- In-School Suspensions
- Check-In, Check-Out
- Adult Mentoring of Students
- Peer Assistance League (PAL)
- Tutoring
- Homework Clubs
- Online Classes and Credit Recovery Opportunities
- Community Partnerships
- Student Clubs and Organizations
- Peer Court
- Conflict Mediators
- Juvenile Alcohol and Drug Education (JADE), PRYDE Program, Outreach Concern, Straight Talk, Western Youth Services and Other Community Counseling Partnerships
- Anti-Bullying Programs
- After School Programs
- Saturday School
- Automated Telephone Notifications
- Violence Prevention Curricula
- Voluntary Drug Testing

(continued)

- Police and Fire Cadet Programs
- Grad Night Activities
- Every 15 Minute Program
- Gang Resistance Intervention Partnership (GRIP)
- Character Counts
- Cool To Be Kind
- Is Your Teen At Risk (IYTAR)?
- Red Ribbon Week
- Blue Ribbon Week

The following schedule for the 2012 Remedial High School Summer Session is proposed:

**Students entering Gr. 10-12—Biology remediation only**

Dates: Monday, June 25, 2012 through Friday, July 27, 2012  
Hours: 7:30 a.m. – 12:45 p.m.  
Length: 24 days  
Location: San Clemente High School

**Driver Education**

Dates: Monday, June 25, 2012 through Monday, July 2, 2012  
or  
Monday, July 9, 2012 through Monday, July 16, 2012  
Hours: 7:45 a.m. – 12:45 p.m.  
6 days  
Location: San Clemente High School

**College and Career Planning (CCP) Online Course**

Students will be required to attend an orientation during the week of June 25-29, 2012  
All coursework must be completed online by Friday, July 27, 2012.

**ACCESS:** Dana Point, San Clemente, Mission Viejo  
July 2 through August 24, 2012  
Students may enroll in up to 10 units of credit through ACCESS to remediate an F grade or to make up credit deficiencies. These are not CSU or UC approved A-G credits. An additional 5 units of vocational elective credit can be earned if student is employed during the entire term and completes related assignments.

**Pacific Coast High School (PCHS):**

July 2 through August 10, 2012  
Students may enroll in up to 10 units of credit through PCHS to remediate a D or F grade or to make up credit deficiencies. These are CSU or UC approved A-G credits.

**ADDITIONAL OPPORTUNITIES FOR CUSD GENERAL EDUCATION STUDENTS**

**Learning Center**—This program is run through the Adult Education School and allows students to recover additional credits during the summer months.

**Regional Occupational Program (ROP)**—The Capistrano-Laguna ROP will run courses during the summer, which will allow high school students to gain elective credits. A catalog of these classes will be available in the high school guidance offices.

**Community Education**—This program, run through the Capistrano Community Education Department, offers a variety of academic, athletic, and enrichment opportunities for children and community members. It is a fee-based program and is completely self-supporting.



<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
City of Laguna Niguel	\$5,000.00	After School HELP Program	Aliso Niguel High School
Vending Plus	\$2,334.30	Classroom Supplies	Aliso Niguel High School
T.J. Demir	\$100.00	General Donation	Arroyo Vista Elementary School
Bathgate Elementary School Foundation	\$3,417.30	5th Grade Science Camp	Bathgate Elementary School
Bathgate Elementary School Foundation	\$21,460.00	5th Grade Science Camp	Bathgate Elementary School
The Energy Coalition ITF	\$206.00	PEAK Training	Bathgate Elementary School
Canyon Vista Elementary School PTA	\$152.15	Meet the Masters Art Program	Canyon Vista Elementary School
Canyon Vista Elementary School PTA	\$1,140.00	3rd grade Field Trip	Canyon Vista Elementary School
Canyon Vista Elementary School PTA	\$20,500.00	Student Supervisors/Instructional Aides	Canyon Vista Elementary School
Capistrano Valley High School PTSA	\$9,213.30	Teacher Grants	Capistrano Valley High School
Capistrano Valley High School PTSA	\$10,000.00	Security Cameras	Capistrano Valley High School
Green Sneakers	\$225.50	Donation	Capistrano Valley High School
Mr. Allen Shinbashi - Kick Start Capo	\$500.00	Donation	Capistrano Valley High School
Carl Hankey International Education Foundatio	\$931.74	School Loop	Carl Hankey Elementary School
Pumpkin City, Inc.	\$200.00	School Supplies	Castille Elementary School
Taget Take Charge of Education	\$1,251.15	Student Supplies	Castille Elementary School
Chaparral Elementary School PTA	\$1,500.00	SST Coordinator Stipend	Chaparral Elementary School
Chaparral Elementary School PTA	\$10,106.00	Instructional Aide Salary	Chaparral Elementary School
Cardrasing Holiday Card Fundraising	\$143.63	School Supplies	Chaparral Elementary School
Chaparral Elementary School PTA	\$8,050.00	Library Aide	Chaparral Elementary School
Innisbrook Wraps	\$697.78	School Supply Rebate	Chaparral Elementary School
Ladera Ranch Education Foundation	\$576.25	Field Trip	Chaparral Elementary School
Ladera Ranch Education Foundation	\$21,000.00	Primary Music Program	Chaparral Elementary School
San Clemente Junior Women's Club	\$650.00	Tiles	Clarence Lobo Elementary School
Concordia Elementary School PTA	\$650.00	Field Trip	Concordia Elementary School
PG&E Campaign for the Community	\$300.00	Student Materials	Concordia Elementary School
San Clemente Junior Women's Club	\$650.00	Student materials	Concordia Elementary School
City of Laguna Niguel	\$5,000.00	After School Tutorial/Homework Ctr	Dana Hills High School
Dana Hills Highs School PTSA	\$5,776.48	School Loop	Dana Hills High School
The Dolphin Foundation	\$4,353.27	Server for DHHS Cameras	Dana Hills High School
The Dolphin Foundation	\$8,850.59	4 Tables, 200 Chairs - Student Use	Dana Hills High School
Ralphs Grocery Company/Kroger	\$761.75	School Supplies	Del Obispo Elementary School
General Mills	\$136.00	General	District Wide
IBM	\$1,000.00	Mrs. Barham's Classroom	Don Juan Avila Elementary School
Ms. Christine Telish	\$2,800.00	Band Program	Don Juan Avila Middle School
Pimco Foundation	\$2,800.00	Band Program	Don Juan Avila Middle School
George White Elementary School PTA	\$912.00	2nd Grade Field Trip	George White Elementary School
George White Elementary School PTA	\$3,016.46	Meet the Masters Art Program	George White Elementary School
George White Elementary School PTA	\$944.00	Fourth Grade Field Trip	George White Elemntary School
CR & R	\$1,049.10	Classroom Supplies	John Malcom Elementary School
CUSD Foundation - Friends of Malcom	\$28,087.15	Instructional Assistants	John Malcom Elementary School

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
John Malcom Elementary School PTA	\$476.00	4th Grade Field Trip	John Malcom Elementary School
Ladera Ranch Elementary School PTA	\$1,738.00	3rd Grade Field Trip	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$2,928.38	Meet the Masters Art Program	Ladera Ranch Elementary School
Laguna Niguel Elementary School Foundation	\$3,920.00	Fourth Grade Field Trip	Ladera Ranch Elementary School
Ladera Ranch Education Foundation	\$1,500.00	PE Equipment	Ladera Ranch Middle School
Ladera Ranch Middle School PTA	\$7,502.94	Technology	Ladera Ranch Middle School
Vending Plus	\$323.68	Instructional Materials	Ladera Ranch Middle School
Laguna Niguel Elementary School PTA	\$1,166.00	Third Grade Field Trip	Laguna Niguel Elementary School
Laguna Niguel Elementary School PTA	\$3,419.81	Meet the Masters Art Program	Laguna Niguel Elementary School
DCH Gardena Honda	\$100.00	School Supplies	Las Flores Elementary School
Las Flores Elementary School PTA	\$1,740.00	5th Grade Science Camp Transportation	Las Flores Elementary School
Mr. David Chamberlain	\$300.00	School Supplies	Las Flores Elementary School
The Bell Tower Foundation	\$2,349.75	Accelerated Reader Program	Las Flores Elementary School
Vending Plus	\$314.05	Classroom Supplies	Las Flores Middle School
San Clemente Junior Women's Club	\$650.00	Beautification committee	Las Palmas Elementary School
The Leonard Family Foundation	\$225,000.00	Reduce Class Sizes	Las Palmas Elementary School
Mr. John Michael Dobbles	\$100.00	A Cash Donation	Las Palmas Learning Link
Mrs. Bernadette Bautista	\$100.00	A Cash Donation	Las Palmas Learning Link
Marblehead Elementary School PTA	\$900.00	Type to Learn Program	Marblehead Elementary School
Marblehead Elementary School PTA	\$1,899.00	Meet the Masters Art Program	Marblehead Elementary School
San Clemente Junior Women's Club	\$325.00	Donation	Marblehead Elementary School
United Way/Western Digital	\$311.54	Donation	Marblehead Elementary School
Bergeson Elementary School Foundation	\$1,025.00	5th Grade Field Trip	Marian Bergeson Elementary School
Freedom Communications, Inc. Aka The Register	\$160.00	School Supplies	Marian Bergeson Elementary School
CR & R	\$714.90	Classroom Supplies	Moulton Elementary School
Moulton Elementary School PTA	\$330.00	Second Grade Field Trip	Moulton Elementary School
Moulton Elementary School PTA	\$1,525.25	Thrd Grade Field Trip	Moulton Elementary School
Mr. David Chamberlain	\$300.00	School Supplies	Moulton Elementary School
Moulton Elementary School PTA	\$5,155.00	Meet the Masters Art Program	Moulton Elementary School
General Mills	\$777.80	Classroom Supplies	Newhart Middle School
Newhart Middle School PTA	\$105.00	Attendance Line	Newhart Middle School
Newhart Middle School PTA	\$145.00	Brainpop	Newhart Middle School
Newhart Middle School PTA	\$4,369.32	School Loop	Newhart Middle School
Newhart Middle School PTA	\$10,000.00	Computer Lab	Newhart Middle School
Pumpkin City, Inc.	\$200.00	School Supplies	Newhart Middle School
Oak Grove Elementary School Foundation	\$878.26	Technology - Computer	Oak Grove Elementary School
Cardrasing Holiday Card Fundraising	\$248.25	Instructional Supplies	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$940.00	Administrative Computer	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$20,124.00	Computer Lab Computers	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$240.00	Barcode Scanner for Library	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$1,092.59	Second Grade Math Abacus Program	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$1,300.00	MS Office for iMacs Program	Oso Grande Elementary School

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
Ladera Ranch Education Foundation	\$1,500.00	Teacher Add. Assignments	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$1,526.00	Handwriting w/o Tears Program	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$1,563.00	Wordly Wise Program	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$3,782.20	Computer Lab	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$10,937.50	Fifth Grade Science Camp	Oso Grande Elementary School
Mr. and Mrs Jeff and Elizabeth Underdahl	\$100.00	Office Supplies	Oso Grande Elementary School
The Energy Coalition ITF Peak			
San Diego Gas and Electric	\$371.36	Substitute Pay Reimbursement	Oso Grande Elementary School
Unknown Donor		Vaio Computer-SDC Preschool	Palisades Elementary School
Philip Reilly Elementary School PTA	\$345.00	Fourth Grade Field Trip	Philip Reilly Elementary School
Philip Reilly Elementary School PTA	\$363.00	Second Grade Field Trip	Philip Reilly Elementary School
Philip Reilly Elementary School PTA	\$819.00	Third Grade Field Trip	Philip Reilly Elementary School
Philip Reilly Elementary School PTA	\$1,040.90	Fifth Grade Field Trip	Philip Reilly Elementary School
Philip Reilly Elementary School PTA	\$1,125.00	Fourth Grade Field Trip	Philip Reilly Elementary School
Orange County Community Foundation	\$1,390.00	Field Trip	R.H. Dana ENF School
RH Dana Elementary School PTA	\$1,000.00	Kindergarten Field Trip	RH Dana Elementary School
RH Dana Elementary School PTA	\$1,000.00	3rd Grade Field Trip	RH Dana Elementary School
RH Dana Elementary School PTA	\$1,187.37	Meet the Masters Art Program	RH Dana Elementary School
Southern California Edison	\$200.00	Classroom Supplies	San Clemente High School
Mrs. Marie Matienzo		Student Clothes and Uniforms	San Juan Elementary School
Mrs. Erin Artukovic	\$100.00	A Cash Donation	San Juan Learning Link
Tesoro High School PTSA	\$4,701.93	Teacher Instructional Grants	Tesoro High School
CARE Foundation	\$90.00	School Supplies	Tijeras Creek Elementary School
Tijeras Creek Elementary School PTA	\$1,607.00	Second Grade Field Trip	Tijeras Creek Elementary School
Controller of California Unclaimed Property D	\$193.11	General Supplies	Truman Benedict Elementary School
Mr. and Mrs. Paul and Patricia Krantz	\$300.00	Teaching Supplies	Truman Benedict Elementary School
San Clemente Junior Women's Club	\$325.00	Teaching Supplies	Truman Benedict Elementary School
San Clemente Junior Women's Club	\$325.00	General Donation	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$471.89	Office Docking Station	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$6,258.11	Five Classroom Laptops	Truman Benedict Elementary School
San Clemente Junior Women's Club	\$650.00	General Donation	Vista del Mar Elementary School
VDM MAKO Educational Foundation	\$1,500.00	Donation	Vista del Mar Elementary School
VDM MAKO Educational Foundation	\$1,000.00	Teacher Salary for Homework Club	Vista del Mar Middle School
Wagon Wheel Elementary School PTA	\$926.66	Replacement Epson Bulbs	Wagon Wheel Elementary School
Wagon Wheel Elementary School PTA	\$1,000.00	Sub. Teachers for Data Training	Wagon Wheel Elementary School
Wood Canyon Elementary School PTA	\$1,405.67	Meet the Masters Art Program	Wood Canyon Elementary School



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**RESOLUTION NO. 1112-34**

**BRIDGE TRANSFER**

*WHEREAS*, by Resolution No. 1112-34, the Orange County Board of Supervisors has authorized the County Treasurer to make Bridge Transfers (as defined in Resolution No. 1112-34; and

*WHEREAS*, the Capistrano Unified School District (District) desires to request the County Treasurer to make a Bridge Transfer of monies to meet current maintenance expenses for fiscal year 2011-2012; and

*WHEREAS*, California Constitution Article XVI, §6, provides the County Treasurer shall have the power and the duty to make temporary transfers of monies, as further specified therein, upon resolution adopted by the Board of Supervisors authorizing such temporary transfer; and

*WHEREAS*, pursuant to California Constitution Article XVI, §6 and Education Code §42620, the total amount that may be temporarily transferred to the District may not exceed 85% of the anticipated revenues which will accrue to the District during the fiscal year ("FY"); and

*WHEREAS*, any Bridge Transfer to the District will be made from and limited to the Orange County Investment Pool; and

*WHEREAS*, by Resolution No.1112-34, the County, subject to the terms, conditions, restrictions and limitations expressed therein, will reimburse the District for interest paid on the Bridge Transfer.

*NOW THEREFORE BE IT RESOLVED* the Board of Trustees does hereby:

1. Find and determine that the Bridge Transfer is in the public interest and serves a valid public purpose.
2. The District Board of Trustees hereby requests a Bridge Transfer of monies from the Orange County Investment Pool to the District to cover the District's current maintenance expenses for FY 2011-2012. The aggregate amount of any Bridge Transfer and Transfer (as authorized by Board of Supervisors Resolution No. 11-195) cannot exceed 85% of the anticipated

revenues which will accrue to the District during the fiscal year. This amount shall be certified by the District and the actual amount of any Bridge Transfer(s) will be approved, if at all, in the discretion of the County Treasurer, exercising her trust and fiduciary duties with respect to protecting all of the Orange County Investment Pool participants from any principal loss and ensuring adequate liquidity to meet operating cash needs, that such monies are available for such Transfers. The District's Deputy Superintendent, Business and Support Services, is hereby authorized and directed for and on behalf of the District to formally request a Bridge Transfer in an amount and upon a date designated by the District's Deputy Superintendent, Business and Support Services, not to exceed the limitations to such Bridge Transfer, as provided herein.

3. The District hereby requests the Bridge Transfer be made by the Treasurer in one or more installments not prior to the earlier of January 31, 2012, or the date the County Auditor Controller allocates County VLFAA (as defined in County Board of Supervisors Resolution No. 12-010, or later than April 30, 2012.

4. It is hereby requested that the Treasurer deposit Bridge Transfer installments to the District in the General Fund. All Bridge Transfer installments to the District will be made from and limited to the Orange County Investment Pool.

5. Compound interest on any Bridge Transfer installment will accrue and be payable by the District at a rate equal to the gross rate the Orange County Investment Pool is earning for the same period from the date of the Bridge Transfer plus five (5) basis points until the entire Transfer and applicable interest is repaid.

6. Repayment of the Bridge Transfer, plus interest, shall be repaid to the Orange County Investment Pool. Bridge Transfers made in January 2012, if any, shall be repaid based on the amount of funds Districts receive from the state, irrespective of whether such funds are attributable to SB89 VLFAA Increment. It is estimated that Districts will receive state funding in the following percentages: February 2012 1.2%, April 2012 10.2%, May 2012 3.2%, July 2012 50.2% and August 2012 35.2%. All other Bridge Transfers will be repaid in the following estimated percentages: May 2012 14.6%, July 2012 50.2% and August 2012 35.2%. The actual date of each

repayment will be one (1) week following the date of actual state reimbursement. Repayment dates will be certified by the Department of Education. Notwithstanding any provision to the contrary herein, Bridge Transfers shall be repaid no later than October 31, 2012, irrespective of the amount and timing of State reimbursements.

7. The District understands and agrees that repayment of any and all Bridge Transfers are obligations imposed by law and the obligation of the District to make payments with respect to such Bridge Transfer(s) is absolute and unconditional, payable from lawfully available funds of the District. The repayment of such Bridge Transfer is secured by the first revenues accruing to the District before any other obligation of the District is met from such revenue. In furtherance of the District's repayment obligations, District hereby grants the county a lien on and pledge of all revenues accruing to the District that may be lawfully applied to the repayment of the Bridge Transfer for the purpose of repayment of the Bridge Transfer(s). Notwithstanding, the security, pledges, and liens securing the repayment of Bridge Transfers shall be subordinate to any security, pledges, liens, and set-asides made to the holders of TRANs (or other cash-flow securities borrowing) issued by the District in FY 2011-2012 or FY 2012-2013.

8. The District Board of Trustees hereby determines that it can meet its financial obligations as set forth in the Bridge Transfer Agreement presented to this Board. The Bridge Transfer Agreement is hereby approved and the District's Deputy Superintendent, Business and Support Services, is hereby authorized and directed to execute the Bridge Transfer Agreement on behalf of the District.

9. The District understands and agrees that: a) no Bridge Transfer shall be made if the County Auditor-Controller fails to allocate, is prohibited from allocating, or is required to escrow, SB89 VLFAA Increment, whether on or before January 31 or on or before May 31, 2012, and b) all Bridge Transfers made prior to such failure to allocate or prohibition from allocating SB89 VLFAA Increment, shall be repaid by the District in accordance with the requirements of §6 of this Resolution, as such may be amended by the Bridge Transfer Agreement.

10. The Clerk/Secretary of the Board of Trustees is hereby directed to submit a certified copy of this Resolution to the Orange County Treasurer-Tax Collector.

11. This resolution shall take effect immediately.

AYES: ( )

NOES ( )

ABSENT ( )

ABSTAIN ( )

I, Joseph M. Farley, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting thereof on the 29<sup>th</sup> day of February, 2012, by a roll call vote of said Board.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 29<sup>th</sup> day of February 2012.

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Lynn Hatton  
Clerk

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Joseph M. Farley, Ed.D.  
Superintendent  
Secretary of the Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 29, 2012

**USE OF FACILITIES LEASE AGREEMENT FOR 2012-2013  
COMMUNITY ROOTS ACADEMY**

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**BACKGROUND INFORMATION**

On November 1, 2011, the District received Community Roots Academy's Request for Proposition 39 Facilities for the 2012-2013 school year. The District is obligated under Proposition 39, Education Code §47614, and California Code of Regulations Title 5 §11969.1 – 11969.11, to provide certain facilities to charter schools to house in-district students. Community Roots Academy is currently chartered by the District and is leasing facility space at the Wood Canyon Elementary School campus. Community Roots Academy is in favor of this lease arrangement and would like to continue this arrangement in 2012-2013.

**CURRENT CONSIDERATIONS**

The projected in-district enrollment for Community Roots Academy in 2012-2013 is 192 students. Using District loading standards, the District would be required to provide nine classrooms under Proposition 39. Community Roots Academy has agreed to accept eight classrooms at Wood Canyon Elementary School in lieu of the Proposition 39 offer. Sufficient space exists on the Wood Canyon Elementary School campus to accommodate the eight classrooms. The District will also provide custodial services to Community Roots Academy's classrooms at a cost factored into the lease rate.

The form of the lease agreement is the standard District Use of Facilities lease agreement developed in 2011 with legal counsel. The agreement highlights are as follows:

Term	1 Year	July 1, 2012 – June 30, 2013
Space	8 Classrooms	7,680 Square Feet
Lease Rate	\$0.70 per sq. ft. per month	\$64,512.00 annual rent
Utilities	Pro-Rata Share	\$12,796.80 annual utilities

**FINANCIAL IMPLICATIONS**

The proposed lease will provide a contribution to the District's general fund of \$77,308.80 for the 2012-2013 school year.

**STAFF RECOMMENDATION**

It is recommended the Board approve the 2012-2013 Use of Facilities Lease Agreement with Community Roots Academy.

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
COMMUNITY ROOTS CHARTER SCHOOL AGREEMENT 2012-2013  
FOR USE OF FACILITIES AT WOOD CANYON ELEMENTARY SCHOOL**

THIS AGREEMENT is made and entered into this 29<sup>th</sup> day of February, 2012, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter referred to as "CUSD"), and the COMMUNITY ROOTS ACADEMY, a non-profit public benefit corporation (hereinafter referred to as CRA). This lease is for the period July 1, 2012 to June 30, 2013.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, INTENDING TO BE LEGALLY BOUND HEREBY, CUSD and Community Roots Charter School (collectively, the "Parties") agree as follows:

1. Grant of Lease to CRA to Use Facilities: CUSD hereby grants to CRA the lease of, and right to enter onto and use portable classrooms at the Wood Canyon Elementary School campus located at 23431 Knollwood, Aliso Viejo, CA 92656 specified in Section 2 below (the "Facilities") to operate its charter school program, and for no other use without the prior written consent of CUSD, which consent may be withheld in CUSD's sole and absolute discretion. CRA shall be solely responsible for determining the suitability of the Facilities for its intended use and CRA shall fully meet all governmental laws, regulations and rules concerning CRA use of the Facilities.

2. Location of Facilities: The Facilities consist of the four (4) portable classrooms including rooms 27, 28, 29, 30, 31, 34, 35, and 38 located near the south end of the Wood Canyon campus. The total area of leased facilities is calculated to be 7,680 square feet (i.e., 8 rooms at 960 square feet each). In addition, CUSD shall make available and CRA shall be permitted nonexclusive use of one restroom facility, play areas, shared use of the south portion of the grass field play area (coordinated with the elementary school) and existing parking spaces (together, the "Related Facilities").

3. Utilities and Services: CRA shall pay a fair share of utilities costs at the site, including natural gas, water, sewer, waste disposal and electricity. Cost sharing shall be calculated based upon last years' total utilities costs for the entire school divided by the intended future use of building area by CRA. The lease of 7,680 square feet of space equates to a utilities share of \$12,796.80 per year or \$1,066.40 per month. The monthly fees are in addition to the rental payments described in Section 13 of this Agreement and shall be paid to CUSD, without demand, in advance on or before the first day of each month beginning July 1, 2012 throughout the term of this Agreement.

4. Alterations, Improvements: CRA, at its own expense, shall have the right, upon obtaining the written consent of CUSD, which consent may be withheld in CUSD's sole and absolute discretion, prior to beginning work, to construct alterations and improvements to the Facilities. If requested by CUSD in writing at least thirty (30) days prior to the termination of this Agreement, CRA agrees to remove any alterations, additions or improvements upon the termination of this Agreement and restore the premises to their prior condition at CRA sole cost and expense.

5. Maintenance of Building: CRA at its sole cost shall maintain the interior and exterior of the Facilities in good repair, including painting of walls and ramps, replacement of

broken glass in windows, and prompt removal of graffiti. CUSD will provide custodial services to CRA consistent with Wood Canyon classrooms. CRA may use CUSD maintenance services by mutual consent, to perform the work at cost. CUSD will have responsibility for structural repairs, such as roofing.

6. Maintenance Notification: CUSD shall provide notice to CRA in advance of routine maintenance procedures involving pesticides, herbicides, or other chemicals to Wood Canyon buildings or playgrounds that are in close proximity to the Facilities. The CRA calendar will be provided to CUSD Department of Maintenance and Operations for planning purposes. The M & O department will consider the CRA calendar in scheduling above procedures.

7. As-is Condition of Facilities and Related Facilities: CRA acknowledges that the Facilities and the Related Facilities are being made available to CRA in an “As Is” “Where Is” condition, and neither CUSD nor any agent of CUSD has made any representation or warranty with respect to the Facilities, the Related Facilities or the condition thereof, or any improvement located on the Wood Canyon campus. Entering onto the Wood Canyon campus by CRA shall be at CRA sole risk and CRA acknowledges that it has assumed the risk of entry upon the Wood Canyon campus for CRA person, invitees, users, guests, clients, contractors and property, and shall conclusively establish that the Facilities and Related Facilities at Wood Canyon are in satisfactory condition for CRA activities.

8. Furniture and Equipment: CRA shall be permitted to continue to utilize the current furniture located in the Facilities. As the Facilities are being accepted by CRA in an “As Is” and “Where Is” condition and neither CUSD nor any agent of CUSD has made any representation or warranty with respect to such furniture, CRA shall provide any additional furniture and equipment required for operation of its program. All furniture used by CRA will meet state legal requirements.

9. Student Safety: CRA students, staff and visitors will comply with all applicable laws, regulations and procedures concerning or related to CRA use of the Facilities and Related Facilities, including, but not limited to, CUSD and Wood Canyon emergency procedures, safety and supervision policies and procedures while on school grounds.

10. Operating Schedule: The education program to be operated on CUSD property by CRA will operate on a schedule that will minimize traffic congestion at the beginning and end of the school day.

11. Independent Contractor: CRA shall be an independent contractor under this agreement, and at no time shall CRA represent itself to be an agent of CUSD.

12. Right of Entry by CUSD: CUSD shall have the right, at reasonable times, to enter the Facilities for the purpose of inspecting them. Reasonable courtesy notice to the Administrator of CRA shall be provided except in case of emergency. The right and authority hereby reserved in this paragraph does not impose any responsibility or liability for any acts, omissions or negligence of CRA, CRA staff, guests, clients, and contractors on said Facilities.

13. Rental Payments charged to CRA by CUSD: CRA shall pay CUSD rental payments ("Rental Payments") for the lease of the Facilities calculated at \$0.70 per square foot of 7,680 leased building space for a total of \$64,512 for one year or \$5,376 per month for twelve months for the Facilities. Payment shall be made to CUSD, without demand, in advance on or before the first day of each month beginning July 1, 2012 throughout the term of this Agreement.

14. Term of Agreement: This Agreement shall be from July 1, 2012, through June 30, 2013, or until another agreement is entered into by the Parties that supersedes this Agreement with the understanding that all insurance liability requirements will be fulfilled by July 1, 2012. Either party may terminate this Agreement for an "Event of Default", as defined below, by giving thirty (30) days prior written notice specifying the effective termination date. An Event of Default is defined as any material default under this Agreement and may include, but is not limited to, failure for any reason of either party to fulfill in a timely manner its obligations under the Agreement.

15. Compliance with the Law: CRA shall comply with the requirements of all applicable municipal, state, and federal statutes, ordinances, rules, orders, regulations and laws in effect or which may hereafter be in effect during the term of the Agreement pertaining to the operation of an education program and the use and occupancy of the program facilities. CRA shall not commit or suffer to be committed on said premises any nuisance or other act which may disturb the quiet enjoyment of adjoining property owners or occupants.

16. Indemnity: CRA agrees to defend and hold CUSD and its officers, officials, agents and employees harmless from any claim or action or liability for injury, wrongful death, or property damage sustained by any person arising out of the use of the premises by CRA, or arising out of any act or omission by CRA, its employees, agents, volunteers, and contractors, including failure of CRA to keep the premises in good condition and repaired as provided in the Agreement. The obligations of CRA under this paragraph 16 shall survive the termination or expiration of this Agreement with respect to any claims or liability arising prior to such termination or expiration.

Notwithstanding the foregoing or any other provision of the Agreement, the obligations of CRA to indemnify and hold harmless CUSD and its officers, officials, agents and employees shall not extend to any claim, loss, damage, liability, cost or expense arising out of the gross negligent or willful misconduct of CUSD, any of their respective officers, officials, agents or employees or other parties.

17. Liability Insurance: CRA shall provide and shall maintain in force, during the term of this Agreement, comprehensive personal injury and property damage liability insurance, with minimum personal injury liability limits of \$1,000,000 per person and \$2,000,000 per occurrence. The policy or policies of liability insurance shall name CUSD (CAPISTRANO UNIFIED SCHOOL DISTRICT), its officers, agents, and employees as additional insured under the terms of such policy or policies. Further, such policy shall not be cancelled without thirty (30) days prior written notice to CUSD.

18. Workers Compensation and other Employee Insurance: CRA shall provide workers' compensation insurance, unemployment insurance, and disability insurance for all

its employees, as required by law, and shall provide employer's liability insurance coverage with limits of no less than \$1,000,000 per accident for bodily injury or disease.

19. Insurance Primary: CRA's insurance coverage shall be primary insurance as respects CUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CUSD, its officers, officials, employees, or volunteers shall be excess of CRA's insurance and shall not contribute to it. Each insurance policy required herein shall contain, or be endorsed to contain, a waiver of all rights of subrogation against CUSD.

20. Certificates of Insurance: Current certificates for all types of insurance and an additional insured endorsement for the liability coverage shall be on file with CUSD before the opening of school indicating the name of the carrier, the policy number and the expiration date. Such Certificates of Insurance shall not be cancelled without thirty (30) days prior written notice to CUSD. Renewal certificates shall be provided by CRA to CUSD at least fifteen (15) days before the expiration of such policies.

21. Insurance Deductibles: Any deductibles or self-insured retentions must be declared to, and approved by, CUSD. At the option of CUSD, either: CRA shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects CUSD, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to CUSD guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

22. Assignment and Sublease: Neither this Agreement nor any interest therein, whether legal or equitable, shall be assigned, subleased, transferred, alienated, pledged, or hypothesized, voluntarily or by operation of law by CRA without the prior written consent of CUSD, which consent may be withheld in its sole and absolute discretion. Any such assignment, sublease, transfer, alienation, pledge, or hypothecation shall be void and shall, at CUSD's option, terminate this Agreement.

23. Exemption of CUSD from Liability: CUSD shall not be liable for any damage or injury to the person, business (including loss of business profits or loss of income derived from CRA's business or for damage to the improvements, trade fixtures, contents or other property of CRA), CRA's employees, invitees, or any other person in or about the Facilities and the Related Facilities, whether such damage or injury is caused by or results from : (a) fire, steam, electricity, water, gas or rain; (b) breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; or (c) conditions arising in or about the Facilities or elsewhere, except to the extent that such damage or injury results from CUSD's gross negligence or willful misconduct or the gross negligence or willful misconduct of its officers, officials, agents and employees . CUSD shall have no liability for consequential or special damages.

24. Hazardous Substance: The term "Hazardous Substance" as used in this Agreement shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Facilities; (ii) regulated or monitored by any government authority, or (iii) a basis for potential liability of CUSD to any governmental agency or third party under any applicable

statute or common law theory. If CRA knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Facilities, CRA shall immediately give written notice of such fact to CUSD, and provide CUSD with a copy of any report, notice, claim, or other documentation which it has concerning the presence of such Hazardous Substances. CRA shall not cause or permit any Hazardous Substances to be spilled or released in, on, under, or about the Facilities and shall promptly, at CRA expense, comply with all requirements, laws, ordinances, regulations, or orders having to do with the public safety, welfare, the environment, or any other matters, as such may be promulgated by any federal, state, or local governmental body or agency and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security, and/or monitoring of the Facilities or neighboring properties, that was caused or materially contributed to by CRA, or pertaining to or involving any Hazardous Substance brought onto the Facilities during the term of this Agreement by any agent of CRA. CRA shall indemnify, defend and hold CUSD, its agents, employees, and lenders, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Facilities by or for CRA, or any agent of CRA. CRA's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property, or the environment created or caused by CRA, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Agreement.

25. Amendments: This Agreement may only be amended by the mutual written consent of the parties hereto. No oral understanding or agreement not incorporated in this contract shall be binding on either party.

26. Applicable Law: This Agreement shall be governed by the laws of the State of California.

27. Complete and Exclusive Statement: This Agreement is the complete and exclusive statement of the mutual understanding of the Parties. This Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

28. Severability: If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement."

29. Applicable Law: This agreement shall be governed by the laws of the State of California.

30. Contact Person: Each party to this Agreement shall name one individual to be the representative contact person for matters related to this Agreement. At the date of this agreement, the addresses of the Parties are as follows:

Community Roots Academy Administrator	Capistrano Unified School District Joseph M. Farley, Superintendent 33122 Valle Road San Juan Capistrano, California 92675
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31. Exhibits: All Exhibits attached hereto or referenced herein are incorporated into the Agreement by reference.

32. Headings: The headings of the paragraphs or sections of this Agreement are for convenience of reference only and are not to be used to interpret or construe any provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto agree to the terms above and have executed this Amendment on the day and year set forth below:

COMMUNITY ROOTS ACADEMY

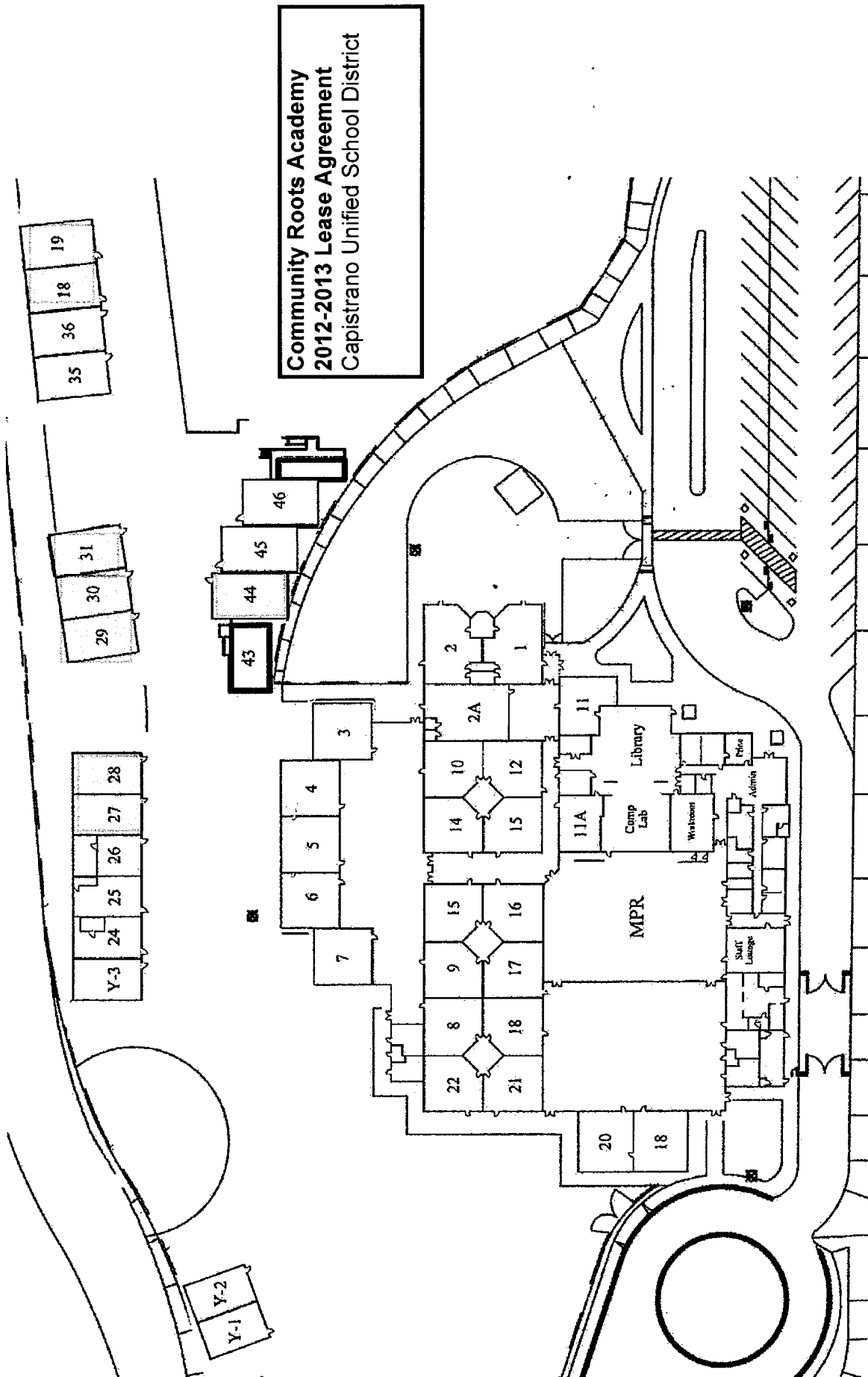
CAPISTRANO UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Administrator or Designee

By: \_\_\_\_\_  
Superintendent or Superintendent's Designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**CAPISTRANO UNIFIED SCHOOL DISTRICT  
NIGUEL CHILDRENS CENTER AGREEMENT 2012-2014  
FOR USE OF FACILITIES AT FOXBOROUGH CAMPUS**

THIS AGREEMENT is made and entered into this 29<sup>th</sup> day of February, 2012, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter referred to as "CUSD"), and the NIGUEL CHILDREN'S CENTER (hereinafter referred to as NCC). This lease is for two (2) years for the period of July 1, 2012 to June 30, 2014.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, INTENDING TO BE LEGALLY BOUND HEREBY, CUSD and NCC (collectively, the "Parties") agree as follows:

1. Grant of Lease to NCC to Use Facilities: CUSD hereby grants to NCC the lease of, and right to enter onto and use portable classrooms at the Foxborough campus located at 27102 Foxborough, Aliso Viejo, CA 92656, specified in Section 2 below (the "Facilities") to operate its Preschool/Childcare program, and for no other use without the prior written consent of CUSD, which consent may be withheld in CUSD's sole and absolute discretion. NCC shall be solely responsible for determining the suitability of the Facilities for its intended use and NCC shall fully meet all governmental laws, regulations and rules concerning NCC use of the Facilities.

2. Location of Facilities: The Facilities consist of three separate portable buildings in the northern portion of the campus identified as NCC room numbers 2 (960 square feet) and 4 (960 square feet), and the larger office/room 3 building (1,800 square feet) for a total of 3,720 square feet of leases space. During the months of July and August, NCC desires to use only the office space (1,200 square feet) and room 4 (960 square feet) for a total of 2,160 square feet of leased space. In addition, NCC shall have the use of one restroom building located south of the existing NCC complex, shared use of the north portion of the grass field play area (coordinated with schedule for other tenant at the Foxborough campus) and 25 parking spaces.

3. Utilities and Services: NCC shall be responsible for securing and paying for utilities at the site, including natural gas, domestic water, irrigation water, sewer, waste disposal and electricity. It is understood that NCC will continue to share utility costs with the Journey School based upon an agreed use percentage between the two schools. In regard to telephone service, CUSD has installed telephone lines in each of the classrooms to be used by NCC. NCC shall provide its own telephones and pay for its own telephone services.

4. Alterations, Improvements: NCC, at its own expense, shall have the right, upon obtaining the written consent of CUSD, which consent may be withheld in CUSD's sole and absolute discretion, prior to beginning work, to construct alterations and improvements to the Facilities. If requested by CUSD in writing at least thirty (30) days prior to the termination of this Agreement, NCC agrees to remove any alterations, additions or improvements upon the termination of this Agreement and restore the premises to their prior condition at NCC sole cost and expense.

5. Maintenance of Building: NCC at its sole cost shall maintain the interior and exterior of the Facilities in good repair, including painting of walls and ramps, replacement of broken glass in windows, and prompt removal of graffiti. NCC may use CUSD maintenance

services by mutual consent, to perform the work at cost. CUSD will have responsibility for structural repairs, such as roofing.

6. Maintenance Notification: CUSD shall provide notice to NCC in advance of routine maintenance procedures involving pesticides, herbicides, or other chemicals to Foxborough buildings or playgrounds that are in close proximity to the Facilities. The NCC calendar will be provided to CUSD Department of Maintenance and Operations for planning purposes. The M & O department will consider the NCC calendar in scheduling above procedures.

7. As-is Condition of Facilities and Related Facilities: NCC acknowledges that the Facilities and the Related Facilities are being made available to NCC in an "As Is" "Where Is" condition, and neither CUSD nor any agent of CUSD has made any representation or warranty with respect to the Facilities, the Related Facilities or the condition thereof, or any improvement located on the Foxborough campus. Entering onto the Foxborough campus by NCC shall be at NCC sole risk and NCC acknowledges that it has assumed the risk of entry upon the Foxborough campus for NCC person, invitees, users, guests, clients, contractors and property, and shall conclusively establish that the Facilities and Related Facilities at Foxborough are in satisfactory condition for NCC activities.

8. Furniture and Equipment: NCC shall be permitted to continue to utilize the current furniture located in the Facilities. As the Facilities are being accepted by NCC in an "As Is" and "Where Is" condition and neither CUSD nor any agent of CUSD has made any representation or warranty with respect to such furniture, NCC shall provide any additional furniture and equipment required for operation of its program. All furniture used by NCC will meet state legal requirements.

9. Student Safety: NCC students, staff and visitors will comply with all applicable laws, regulations and procedures concerning or related to NCC use of the Facilities and Related Facilities, including, but not limited to, CUSD and Foxborough emergency procedures, safety and supervision policies and procedures while on school grounds.

10. Operating Schedule: The education program to be operated on CUSD property by NCC will operate on a schedule that will minimize traffic congestion at the beginning and end of the school day. NCC agrees to offset start and end times by at least 20 minutes from Aliso Niguel High School for the 2012-13 school year bell schedule.

11. Independent Contractor: NCC shall be an independent contractor under this agreement, and at no time shall NCC represent itself to be an agent of CUSD.

12. Right of Entry by CUSD: CUSD shall have the right, at reasonable times, to enter the Facilities for the purpose of inspecting them. Reasonable courtesy notice to the Administrator of NCC shall be provided except in case of emergency. The right and authority hereby reserved in this paragraph does not impose any responsibility or liability for any acts, omissions or negligence of NCC, NCC staff, guests, clients, and contractors on said Facilities.

13. Rental Payments charged to NCC by CUSD: NCC shall pay CUSD rental payments ("Rental Payments") for the lease of the Facilities calculated at \$1.25 per square foot of leased building space based on the assumption that 3,720 square feet of space is leased by NCC for a total of \$4,650 per month for ten (10) months, per year for the Facilities. During the

months of July and August, the rental payments will be reduced to \$2,700 due to the reduction in leased space. Rental Payments shall include contract services and security services not covered under Section 3 of this Agreement. Payment shall be made to CUSD, without demand, in advance on or before the first day of each month beginning July 1, 2011 throughout the term of this Agreement.

14. Term of Agreement: This Agreement shall be from July 1, 2012, through June 30, 2014, or until another agreement is entered into by the Parties that supersedes this Agreement with the understanding that all insurance liability requirements will be fulfilled by July 1, 2012. Either party may terminate this Agreement for an "Event of Default", as defined below, by giving thirty (30) days prior written notice specifying the effective termination date. An Event of Default is defined as any material default under this Agreement and may include, but is not limited to, failure for any reason of either party to fulfill in a timely manner its obligations under the Agreement.

15. Compliance with the Law: NCC shall comply with the requirements of all applicable municipal, state, and federal statutes, ordinances, rules, orders, regulations and laws in effect or which may hereafter be in effect during the term of the Agreement pertaining to the operation of an education program and the use and occupancy of the program facilities. NCC shall not commit or suffer to be committed on said premises any nuisance or other act which may disturb the quiet enjoyment of adjoining property owners or occupants.

16. Indemnity: CUSD shall assume no liability for any use of the Facilities and Related Facilities or the Foxborough campus by NCC. NCC waives and releases all claims against CUSD for death, injuries, or damage to property sustained by NCC, its agents, volunteers, and employees, in, upon, or about said premises, and NCC agrees to defend and hold CUSD and its officers, officials, agents and employees harmless from any claim or action or liability for injury, wrongful death, or property damage sustained by any person arising out of the use of the premises by NCC, or arising out of any act or omission by NCC, its employees, agents, volunteers, and contractors, including failure of NCC to keep the premises in good condition and repaired as provided in the Agreement. The obligations of NCC under this paragraph 16 shall survive the termination or expiration of this Agreement with respect to any claims or liability arising prior to such termination or expiration.

17. Comparative Indemnity: Notwithstanding any other provision of the Agreement, the obligations of NCC to indemnify and hold harmless CUSD shall not extend to any claim, loss, damage, liability, cost or expense arising out of the gross negligent or willful misconduct of CUSD, any of their respective agents or employees or other parties.

18. Liability Insurance: NCC shall provide and shall maintain in force, during the term of this Agreement, comprehensive personal injury and property damage liability insurance, with minimum personal injury liability limits of \$1,000,000 per person and \$2,000,000 per occurrence. The policy or policies of liability insurance shall name CUSD (CAPISTRANO UNIFIED SCHOOL DISTRICT), its officers, agents, and employees as additional insured under the terms of such policy or policies. Further, such policy shall not be cancelled without thirty (30) days prior written notice to CUSD.

19. Workers Compensation and other Employee Insurance: NCC shall provide workers' compensation insurance, unemployment insurance, and disability insurance for all its employees, as required by law.

20. Certificates of Insurance: Current certificates for all types of insurance and an additional insured endorsement for the liability coverage shall be on file with CUSD before the opening of school indicating the name of the carrier, the policy number and the expiration date. Such Certificates of Insurance shall not be cancelled without thirty (30) days prior written notice to CUSD. Renewal certificates shall be provided by NCC to CUSD at least fifteen (15) days before the expiration of such policies.

21. Assignment and Sublease: Neither this Agreement nor any interest therein, whether legal or equitable, shall be assigned, subleased, transferred, alienated, pledged, or hypothesized, voluntarily or by operation of law by NCC without the prior written consent of CUSD, which consent may be withheld in its sole and absolute discretion. Any such assignment, sublease, transfer, alienation, pledge, or hypothecation shall be void and shall, at CUSD's option, terminate this Agreement.

22. Exemption of CUSD from Liability: CUSD shall not be liable for any damage or injury to the person, business (including loss of business profits or loss of income derived from NCC's business or for damage to the improvements, trade fixtures, contents or other property of NCC), NCC's employees, invitees, customers or any other person in or about the Facilities and the Related Facilities, whether such damage or injury is caused by or results from : (a) fire, steam, electricity, water, gas or rain; (b) breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; or (c) conditions arising in or about the Facilities or elsewhere, except to the extent caused by CUSD's gross negligence or willful misconduct. CUSD shall have no liability for consequential or special damages.

23. Hazardous Substance: The term "Hazardous Substance" as used in this Agreement shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Facilities; (ii) regulated or monitored by any government authority, or (iii) a basis for potential liability of CUSD to any governmental agency or third party under any applicable statute or common law theory. If NCC knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Facilities, NCC shall immediately give written notice of such fact to CUSD, and provide CUSD with a copy of any report, notice, claim, or other documentation which it has concerning the presence of such Hazardous Substances. NCC shall not cause or permit any Hazardous Substances to be spilled or released in, on, under, or about the Facilities and shall promptly, at NCC expense, comply with all requirements, laws, ordinances, regulations, or orders having to do with the public safety, welfare, the environment, or any other matters, as such may be promulgated by any federal, state, or local governmental body or agency and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security, and/or monitoring of the Facilities or neighboring properties, that was caused or materially contributed to by NCC, or pertaining to or involving any Hazardous Substance brought onto the Facilities during the term of this Agreement by any agent of NCC. NCC shall indemnify, defend and hold CUSD, its agents, employees, and lenders, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Facilities by or for NCC, or any agent of NCC. NCC' obligations shall include, but not be limited to, the effects of any contamination or injury to person, property, or the environment created or caused by NCC, and

the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Agreement.

24. Amendments: This Agreement may only be amended by the mutual written consent of the parties hereto. No oral understanding or agreement not incorporated in this contract shall be binding on either party.

25. Applicable Law: This Agreement shall be governed by the laws of the State of California.

26. Complete and Exclusive Statement: This Agreement is the complete and exclusive statement of the mutual understanding of the Parties. This Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

27. Severability: If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.”

28. Applicable Law: This agreement shall be governed by the laws of the State of California.

29. Contact Person: Each party to this Agreement shall name one individual to be the representative contact person for matters related to this Agreement. At the date of this agreement, the addresses of the Parties are as follows:

Niguel Children’s Center Board President 27102 Foxborough Aliso Viejo, California 92656	Capistrano Unified School District Joseph M. Farley, Superintendent 33122 Valle Road San Juan Capistrano, California 92675
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30. Exhibits: All Exhibits attached hereto or referenced herein are incorporated into the Agreement by reference.

31. Headings: The headings of the paragraphs or sections of this Agreement are for convenience of reference only and are not to be used to interpret or construe any provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto agree to the terms above and have executed this Amendment on the day and year set forth below:

NIGUEL CHILDREN’S CENTER

CAPISTRANO UNIFIED SCHOOL DISTRICT

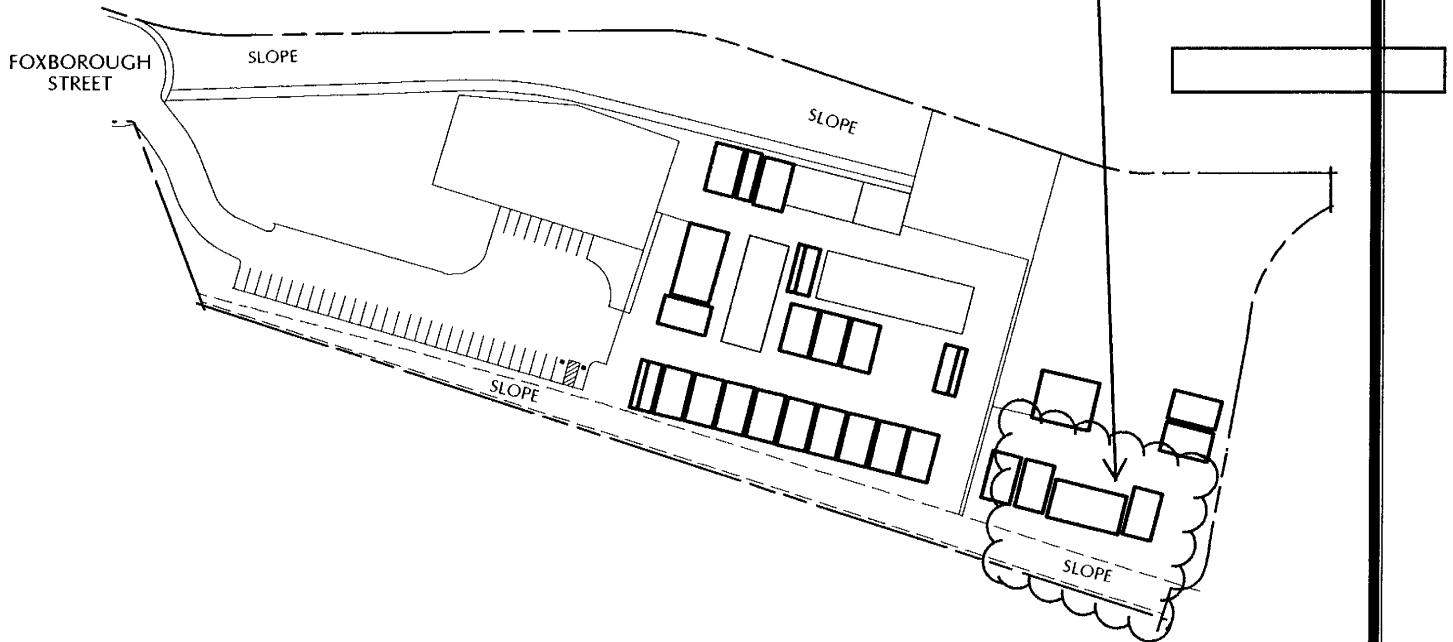
By: \_\_\_\_\_  
Board President

By: \_\_\_\_\_  
Superintendent or Superintendent’s Designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Lease Years 2012-2014**  
4 Classrooms



**NIGUEL CHILDREN'S CENTER**  
**Use of Facilities Lease Agreement 2012 - 2014**  
Capistrano Unified School District



**pjhm·architects**

647 CAMINO DE LOS MARES, SUITE 201  
SAN CLEMENTE, CA 92673  
(949) 496-6191 phone  
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www.pjhm.com

FOXBOROUGH  
ELEMENTARY SCHOOL  
27102 FOXBOROUGH STREET  
ALISO VIEJO, CA 92656

SHEET:

1 OF 1

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 29, 2012

**USE OF FACILITIES LEASE AGREEMENT FOR 2012-2015  
JOURNEY SCHOOL**

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**BACKGROUND INFORMATION**

On November 1, 2011, the District received Journey School's Request for Proposition 39 Facilities for the 2012-2013 school year. The District is obligated under Proposition 39, Education Code §47614, and California Code of Regulations Title 5 §11969.1 – 11969.11, to provide certain facilities to charter schools to house its in-district students. Journey School is currently chartered by the District and is leasing facility space at the Foxborough campus. Journey has waived its Proposition 39 facilities entitlements for 2011-2012 in favor of this lease arrangement and would like to continue this arrangement from 2012-2015.

The Foxborough Elementary School campus was constructed by the District in 1992 and is comprised entirely of Division of State Architect approved portable buildings. On January 8, 2007, the Foxborough site was repurposed by the Board of Trustees with students reassigned to Wood Canyon Elementary School. Since that time, Journey School has occupied most of the campus, operating under a "Use of Facilities Agreement." Site and classrooms have needed increased maintenance due to its age and type of construction. The need for increased maintenance will continue into the next several years. Journey School would like to extend its lease to remain at the Foxborough campus for an additional three years through the end of its charter, which concludes at the end of the 2014-2015 school year.

District Facilities and Maintenance and Operations personnel have met several times with Journey School administrators to develop a prioritized list and schedule of maintenance projects. The current estimated cost of the improvement projects is \$200,000. Journey School, through the proposed lease, will contribute 100 percent of the total improvement cost by increased lease rates in the 2013-2014, and 2014-2015 school years.

**CURRENT CONSIDERATIONS**

The projected in-district enrollment for Journey School in 2012-2013 is 241 students. Journey School currently leases 17 classrooms, 1 administration building, and 1 multi-purpose room building. Journey School has experienced continual growth in its student enrollment and would like to expand by adding 2 classroom buildings in 2012-2013, 1 classroom building in 2013-2014, and 2 classrooms and 1 library building in 2014-2015. Sufficient space exists on the Foxborough campus to accommodate the proposed expansion. The scheduled maintenance projects will be funded initially through the District's deferred maintenance program, and Journey Schools' increased lease payments will cover the deferred maintenance expenditures.

The form of the lease agreement is the standard District Use of Facilities lease agreement developed in 2011. The agreement highlights are as follows:

<b>School Year</b>	<b>Square Footage Leased</b>	<b>Payment per Sq. Ft. per Month</b>	<b>Projected Payment per Month</b>	<b>Projected Annual Payment</b>
2012-2013	22,500	\$0.59	\$13,275	\$159,300
2013-2014	23,460	\$0.95	\$22,287	\$267,444
2014-2015	27,180	\$0.90	\$24,462	\$293,544

Journey School has its own utility meters and will continue to pay all utility costs directly to the responsible agencies. The multi-year lease was developed with legal counsel and provides the typical lease safeguards to the District and Journey School, as well as language providing flexibility to the District if it needs space for emergency circumstances.

#### **FINANCIAL IMPLICATIONS**

The proposed lease will provide a contribution to the District's general fund of \$159,300 in 2012-2013; \$267,444 in 2013-2014; and \$293,544 in 2014-2015.

#### **STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the Use of Facilities Lease Agreement with Journey School for 2012-2015.

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
JOURNEY CHARTER SCHOOL AGREEMENT 2012-2015  
FOR USE OF FACILITIES AT FOXBOROUGH CAMPUS**

THIS AGREEMENT ("Agreement") is made and entered into this 29<sup>th</sup> day of February, 2012, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter referred to as "CUSD"), and the JOURNEY CHARTER SCHOOL, a non-profit public benefit corporation (hereinafter referred to as JCS). This lease is for the period July 1, 2012, to June 30, 2015.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, INTENDING TO BE LEGALLY BOUND HEREBY, CUSD and Journey Charter School (collectively, the "Parties") agree as follows:

1. Grant of Lease to JCS to Use Facilities: CUSD hereby grants to JCS the lease of, and right to enter onto and use portable classrooms at the Foxborough campus located at 27102 Foxborough, Aliso Viejo, CA 92656, specified in Section 2 below (the "Facilities") to operate its K-8 charter school program, and for no other use without the prior written consent of CUSD, which consent may be withheld in CUSD's sole and absolute discretion. JCS shall be solely responsible for determining the suitability of the Facilities for its intended use and JCS shall fully meet all governmental laws, regulations and rules concerning JCS use of the Facilities. Notwithstanding the foregoing, JCS shall be permitted to use the Facilities for the purposes set forth in Section 25 of this Agreement.

2. Location of Facilities: The Facilities shall, for the 2012-2013 School Year consist of the office/staff lounge (A), the kindergarten building (K-1, K-2, and restroom), classrooms 1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 21, 25, 26, the "Parent Room" (PR), the "Handwork Room" (HR), and the multi-purpose room (MPR) in the back of the campus, as more specifically depicted in Exhibit A, which is attached hereto and incorporated herein by this reference. All together, the leased space for the 2012-2013 School Year amounts to 22,500 square feet. In addition, CUSD shall make available and JCS shall be permitted nonexclusive use of two restroom facilities, the lunch shelter, play areas, shared use of the north and south grass field play areas (coordinated, as applicable, with other tenants ) and existing parking spaces (together, the "Related Facilities").

In the 2013-2014 School Year, the Facilities shall be expanded to include one additional classroom (Room 22), as depicted in Exhibit A, and in the 2014-2015 School Year, the Facilities shall be expanded to include two additional classrooms (Rooms 23 and 24) and a library/office (L) building. The expansions in the aforementioned school years shall add approximately 960 square feet and approximately 3,720 square feet, respectively, to the leased Facilities.

3. Utilities and Services: JCS shall be responsible for securing and paying for utilities at the site, including natural gas, domestic water, irrigation water, sewer, waste disposal and electricity. In regard to telephone service, CUSD is

responsible for telephone lines in each of the buildings to be used by JCS. JCS shall provide its own telephones and pay for its own telephone services.

4. Alterations, Improvements: JCS, at its own expense, shall have the right, upon obtaining the written consent of CUSD, which consent may be withheld in CUSD's sole and absolute discretion, prior to beginning work, to construct alterations and improvements to the Facilities. If requested by CUSD in writing at least thirty (30) days prior to the termination of this Agreement, JCS agrees to remove any alterations, additions or improvements upon the termination of this Agreement and restore the premises to their prior condition at JCS sole cost and expense.

5. Maintenance of Building: JCS at its sole cost shall maintain the interior and exterior of the Facilities in good repair, with respect to replacement of broken glass in windows, and prompt removal of graffiti. JCS may use CUSD maintenance services by mutual consent, to perform the work at cost. As a condition of this Agreement, CUSD has agreed to complete the improvements set forth in Exhibit B, attached hereto and incorporated herein by this reference, at a cost not to exceed \$200,000 over the term of this Agreement. Based on, and subject to, the availability of a proportionate share of District-wide deferred maintenance funds, CUSD will also have responsibility for structural repairs, such the major repair or replacement of plumbing, heating, air conditioning, electrical, roofing, and floor systems, and other items constituting deferred maintenance pursuant to Education Code Section 17582, except as otherwise provided by this Section. CUSD shall further maintain landscaping at the Foxborough campus, including the landscaped areas surrounding the Facilities.

6. Maintenance Notification: CUSD shall provide notice to JCS in advance of routine maintenance procedures involving pesticides, herbicides, or other chemicals to Foxborough buildings or playgrounds that are in close proximity to the Facilities. The JCS calendar will be provided to CUSD Department of Maintenance and Operations for planning purposes. The M & O department will consider the JCS calendar in scheduling above procedures.

7. As-is Condition of Facilities and Related Facilities: JCS acknowledges that the Facilities and the Related Facilities are being made available to JCS in an "As Is" "Where Is" condition, and neither CUSD nor any agent of CUSD has made any representation or warranty with respect to the Facilities, the Related Facilities or the condition thereof, or any improvement located on the Foxborough campus, except as otherwise expressly stated herein. Entering onto the Foxborough campus by JCS shall be at JCS sole risk and JCS acknowledges that it has assumed the risk of entry upon the Foxborough campus for JCS person, invitees, users, guests, clients, contractors and property, and shall conclusively establish that the Facilities and Related Facilities at Foxborough are in satisfactory condition for JCS activities.

8. Furniture and Equipment: JCS shall be permitted to continue to utilize the current furniture located in the Facilities. As the Facilities are being accepted by JCS in an "As Is" and "Where Is" condition and neither CUSD nor any agent of CUSD has made any representation or warranty with respect to such

furniture, JCS shall provide any additional furniture and equipment required for operation of its program. All furniture used by JCS will meet state legal requirements for charter schools, as applicable. CUSD shall endeavor to make surplus classroom furniture available for use by JCS, and JCS shall keep CUSD informed as to its furniture needs, as such needs may arise. Nothing in this Section shall create an obligation or commitment for CUSD to provide additional furniture to JCS.

9. Student Safety: JCS students, staff and visitors will comply with all applicable laws, regulations and procedures concerning or related to JCS use of the Facilities and Related Facilities, including, but not limited to, applicable educational standard emergency procedures, safety and supervision policies and procedures, while on school grounds.

10. Operating Schedule: The education program to be operated on CUSD property by JCS will operate on a schedule that will minimize traffic congestion at the beginning and end of the school day. JCS agrees to work with Aliso Niguel High School for the 2012-15 School Years to develop the JCS bell schedules so as to offset the start and end times of the two schools by at least 20 minutes, unless an alternative schedule is mutually agreed upon by JCS and Aliso Niguel High School.

11. Right of Entry by CUSD: CUSD shall have the right, at reasonable times, to enter the Facilities for the purpose of inspecting them. Reasonable courtesy notice to the Administrator of JCS shall be provided except in case of emergency. The right and authority hereby reserved in this paragraph does not impose any responsibility or liability for any acts, omissions or negligence of JCS, JCS staff, guests, clients, and contractors on said Facilities.

12. Rental Payments charged to JCS by CUSD: JCS shall pay CUSD rental payments ("Rental Payments") for the lease of the Facilities calculated based on the following schedule:

<b>School Year</b>	<b>Square Footage Leased</b>	<b>Payment per Sq. Ft. per Month</b>	<b>Projected Payment per Month</b>
2012-2013	22,500	\$0.59	\$13,275.00
2013-2014	23,460	\$0.95	\$22,287.00
2014-2015	27,180	\$0.90	\$24,462.00

Rental Payments shall include contract services and security services not covered under Section 3 of this Agreement. Payment shall be made to CUSD, without demand, in advance on or before the first day of each month beginning July 1, 2012 throughout the term of this Agreement. Payment shall be deemed late if not received by CUSD by the 15th day following its due date established pursuant to this Section.

13. Term of Agreement: This Agreement shall be from July 1, 2012, through June 30, 2015, or until another agreement is entered into by the Parties that supersedes this Agreement, with the understanding that all insurance liability requirements will be fulfilled annually, or unless required more regularly due to applicable policy expiration dates. Either party may terminate this Agreement for an “Event of Default”, as defined below, by giving thirty (30) days prior written notice specifying the effective termination date, provided that the non-defaulting party has first provided the defaulting party with written notice of said default and provided fifteen (15) days for said condition to be cured. An “Event of Default” shall include (1) a failure of JCS to pay, within the time specified in this Agreement, any installment of rent or other payment of money required by this Agreement to be paid; or (2) a substantial failure of either Party to keep or perform any material covenant, condition, or obligation required to be kept or performed under the terms of this Agreement. Materiality shall be based on a commercial reasonableness standard.

14. Termination. In addition to the right of termination in the event of default specified in Section 13, either Party shall have a right to terminate this Agreement upon written notice to the other Party, delivered at least One-Hundred Eighty (180) days prior said termination, in the event of any of the following events: (i) a significant decrease in the student enrollment at JCS, as determined by the JCS Board of Directors, (ii) revocation or expiration of JCS’s charter, (iii) a demonstrated lack of student seat capacity within CUSD, whether due to a significant increase in non-charter school student enrollment within CUSD or an “Act of God” or similar occurrence impacting the student capacity at CUSD’s schools. An “Act of God” for purposes of this Section shall include any act or event resulting from natural cause or disaster that is in no sense attributable to human cause, including, without limitation, earthquake, fire, and flood. In no event shall this Section alter the responsibilities of CUSD to provide JCS classroom or related facilities under existing California law.

Additionally, termination without cause may occur by mutual written consent between the Parties, upon such terms and conditions as may be agreed upon by the Parties. Upon termination, either with or without cause, as set forth in this Section, CUSD shall no longer be required to make the improvements specified in Exhibit B, as required by Section 5 of this Agreement.

15. Compliance with the Law: JCS shall comply with the requirements of all applicable municipal, state, and federal statutes, ordinances, rules, orders, regulations and laws in effect or which may hereafter be in effect during the term of the Agreement pertaining to the operation of an education program and the use and occupancy of the program facilities. JCS shall not commit or suffer to be committed on said premises any nuisance or other act which may disturb the quiet enjoyment of adjoining property owners or occupants.

16. Indemnity: CUSD shall assume no liability for any use of the Facilities and Related Facilities or the Foxborough campus by JCS. JCS waives and releases all claims against CUSD for death, injuries, or damage to property sustained by JCS, its agents, employees, and volunteers in, upon, or about said premises, and JCS agrees to defend and hold CUSD and its officers, officials, agents and employees harmless from any claim or action or liability for injury, wrongful death, or property

damage sustained by any person arising out of the use of the premises by JCS, or arising out of any act or omission by JCS, its employees, agents, volunteers and contractors, including failure of JCS to keep the premises in good condition and repaired as provided in the Agreement. The obligations of JCS under this paragraph 16 shall survive the termination or expiration of this Agreement with respect to any claims or liability arising prior to such termination or expiration.

17. Comparative Indemnity: Notwithstanding any other provision of the Agreement, the obligations of JCS to indemnify and hold harmless CUSD shall not extend to any claim, loss, damage, liability, cost or expense arising out of the gross negligent or willful misconduct of CUSD, any of their respective agents or employees or other parties.

18. Liability Insurance: JCS shall provide and shall maintain in force, during the term of this Agreement, comprehensive personal injury and property damage liability insurance, with minimum personal injury liability limits of \$1,000,000 per person and \$2,000,000 per occurrence. The policy or policies of liability insurance shall name CUSD (CAPISTRANO UNIFIED SCHOOL DISTRICT), its officials, officers, agents, and employees as additional insured under the terms of such policy or policies. Further, such policy shall not be cancelled without thirty (30) days prior written notice to CUSD, except in the event of non-payment of premiums, in which case ten (10) days notice shall be provided, to the extent this provision is consistent with commercial practices. Nothing herein is intended to require that JCS provide policy terms that are nonstandard or commercially unreasonable. JCS shall provide evidence of coverage to CUSD. CUSD shall have a 30-day opportunity to approve coverage, the approval of which shall not unreasonably be withheld. (Insurance Certificates attached).

19. Workers Compensation and other Employee Insurance: JCS shall provide workers' compensation insurance, unemployment insurance, and disability insurance for all its employees, as required by law, and shall provide employer's liability insurance coverage with limits of no less than \$1,000,000 per accident for bodily injury or disease.

20. Insurance Primary: JCS's insurance coverage shall be primary insurance as respects CUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CUSD, its officers, officials, employees, or volunteers shall be excess of JCS's insurance and shall not contribute to it. Each insurance policy required herein shall contain, or be endorsed to contain, a waiver of all rights of subrogation against CUSD.

21. Certificates of Insurance: Current certificates for all types of insurance and an additional insured endorsement for the liability coverage shall be on file with CUSD before the opening of school indicating the name of the carrier, the policy number and the expiration date. Such Certificates of Insurance shall not be cancelled without thirty (30) days prior written notice to CUSD. Renewal certificates shall be provided by JCS to CUSD at least fifteen (15) days before the expiration of such policies.

22. Insurance Deductibles: Annually, JCS shall provide evidence of coverage to CUSD. CUSD shall have a 30-day opportunity to approve coverage, the approval of which shall not unreasonably be withheld. Nothing herein is intended to require that JCS provide policy terms that are nonstandard or commercially unreasonable. Any deductibles or self-insured retentions must be declared to, and approved by, CUSD. For any deductibles or self-insured retentions in excess of \$10,000, at the option of CUSD, either: JCS shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects CUSD, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to CUSD guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

23. Assignment and Sublease: Neither this Agreement nor any interest therein, whether legal or equitable, shall be assigned, subleased, transferred, alienated, pledged, or hypothesized, voluntarily or by operation of law by JCS without the prior written consent of CUSD, which consent may be withheld in its sole and absolute discretion. Any such assignment, sublease, transfer, alienation, pledge, or hypothecation shall be void and shall, at CUSD's option, terminate this Agreement.

24. Ancillary Use of Facilities: JCS shall be permitted to use the Facilities for temporary or ancillary activities reasonably related to its service of students in Grades K-8, including but not limited to parent gatherings, school-related after school or sibling programs, play groups, and teacher training. Additionally, JCS may allow use of the Facilities consistent with, and by those entities designated in, the Civic Center Act, as set forth in Article 2 (commencing with Section 38130) of Chapter 4 of Part 23 of the Education Code, provided those costs charged do not exceed those permitted by the Civic Center Act and otherwise controlling California law. In granting use pursuant to this Section, JCS shall hereby indemnify, defend, and hold harmless CUSD for any injuries resulting from the negligence of JCS or its authorized users, making use of the Facilities pursuant to this Section, during the users use of the Facilities and Related Facilities. Any other use, not authorized by Section 1 or this Section, shall be prohibited as provided in Section 1, unless CUSD has provided its express written consent for such use.

25. Exemption of CUSD from Liability: CUSD shall not be liable for any damage or injury to the person, business (including loss of business profits or loss of income derived from JCS's business or for damage to the improvements, trade fixtures, contents or other property of JCS), JCS employees, invitees, customers or any other person in or about the Facilities and the Related Facilities, whether such damage or injury is caused by or results from : (a) fire, steam, electricity, water, gas or rain; (b) breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; or (c) conditions arising in or about the Facilities or elsewhere, except to the extent caused by CUSD's gross negligence or willful misconduct. CUSD shall have no liability for consequential or special damages.

26. Hazardous Substance: The term "Hazardous Substance" as used in this Agreement shall mean any product, substance, or waste whose presence, use,

manufacture, disposal, transportation, or release, either by itself or in combination with other materials is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Facilities; (ii) regulated or monitored by any government authority, or (iii) a basis for potential liability of CUSD to any governmental agency or third party under any applicable statute or common law theory. If JCS knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Facilities, JCS shall immediately give written notice of such fact to CUSD, and provide CUSD with a copy of any report, notice, claim, or other documentation which it has concerning the presence of such Hazardous Substances. JCS shall not cause or permit any Hazardous Substances to be spilled or released in, on, under, or about the Facilities and shall promptly, at JCS expense, comply with all requirements, laws, ordinances, regulations, or orders having to do with the public safety, welfare, the environment, or any other matters, as such may be promulgated by any federal, state, or local governmental body or agency and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security, and/or monitoring of the Facilities or neighboring properties, that was caused or materially contributed to by JCS, or pertaining to or involving any Hazardous Substance brought onto the Facilities during the term of this Agreement by any agent of JCS. JCS shall indemnify, defend and hold CUSD, its agents, employees, and lenders, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Facilities by or for JCS, or any agent of JCS. JCS' obligations shall include, but not be limited to, the effects of any contamination or injury to person, property, or the environment created or caused by JCS, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Agreement.

27. Amendments: This Agreement may only be amended by the mutual written consent of the parties hereto. No oral understanding or agreement not incorporated in this contract shall be binding on either party.

28. Applicable Law: This Agreement shall be governed by the laws of the State of California.

29. Complete and Exclusive Statement: This Agreement is the complete and exclusive statement of the mutual understanding of the Parties. This Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

30. Severability: If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement."

31. Applicable Law: This agreement shall be governed by the laws of the State of California.

32. Contact Person: Each party to this Agreement shall name one individual to be the representative contact person for matters related to this Agreement. At the date of this agreement, the addresses of the Parties are as follows:

Journey Charter School Administrator 27102 Foxborough Aliso Viejo, California 92656	Capistrano Unified School District Joseph M. Farley, Superintendent 33122 Valle Road San Juan Capistrano, California 92675
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33. Exhibits: All Exhibits attached hereto or referenced herein are incorporated into the Agreement by reference.

*Remainder of Page Left Intentionally Blank*

34. Headings: The headings of the paragraphs or sections of this Agreement are for convenience of reference only and are not to be used to interpret or construe any provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto agree to the terms above and have executed this Amendment on the day and year set forth below:

JOURNEY CHARTER SCHOOL

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Council President or Designee

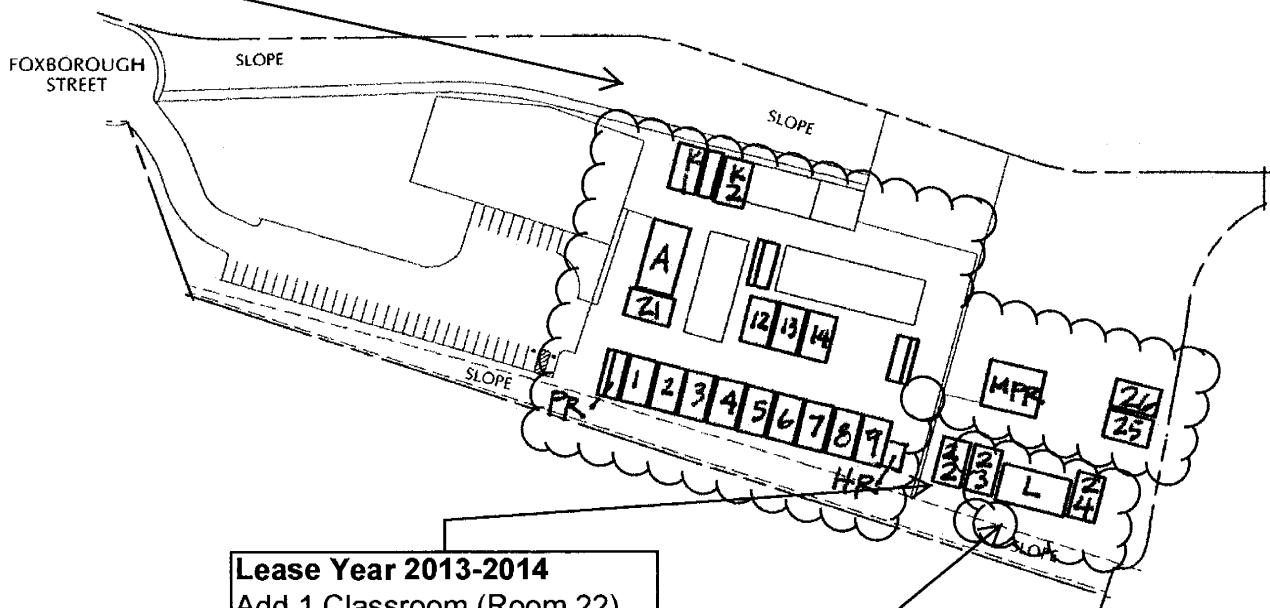
By: \_\_\_\_\_  
Superintendent or Superintendent's Designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Lease Year 2012-2013**

19 Classrooms  
1 Administration Building  
1 Multi-Purpose Room



**Lease Year 2013-2014**

Add 1 Classroom (Room 22)

**Lease Year 2014-2015**

Add 2 Classrooms (Rooms 23 & 24)  
Add 1 Library / Office Building (L)

**JOURNEY SCHOOL**

**Use of Facilities Lease Agreement  
2012 - 2015**

Capistrano Unified School District



**pjhmarchitects**

647 CAMINO DE LOS MARES, SUITE 201  
SAN CLEMENTE, CA 92673  
(949) 496-6191 phone  
(949) 496-0269 fax

pjhm@pjhm.com  
www.pjhm.com

FOXBOROUGH  
ELEMENTARY SCHOOL  
27102 FOXBOROUGH STREET  
ALISO VIEJO, CA 92656

SHEET:

1 OF 1

**Capistrano Unified School District – Journey School  
2012 – 2015 Use of Facilities Lease Agreement  
Foxborough Campus**

**Proposed District Maintenance Improvements and Schedule**

<b><u>Year</u></b>	<b><u>Improvements</u></b>
<b>Summer 2012</b>	Repairs to Eating Area Shade Structure <sup>1</sup> Installation of New Carpet – 5 Classrooms <sup>2</sup> Painting of Rails and Ramps - 5 Classrooms <sup>3</sup> <i>Exterior Painting of Classroom Buildings (if budget savings are available)<sup>4</sup></i>
<b>Summer 2013</b>	Campus-wide Data and Technology Improvements <sup>5</sup> Installation of New Carpet – 7 Classrooms Painting of Rails and Ramps - 7 Classrooms <i>Exterior Painting of Classroom Buildings (if budget savings are available)</i>
<b>Summer 2014</b>	Repair Back Campus Restroom Building <sup>6</sup> Installation of New Carpet – 5 Classrooms Painting of Rails and Ramps – 5 Classrooms <i>Exterior Painting of Classroom Buildings (if budget savings are available)</i>

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<sup>1</sup> Minor carpentry and rehabilitation work on structure. Includes new paint and shade material.

<sup>2</sup> Demolition and removal of existing classroom carpet. Installation of new District standard carpet.

<sup>3</sup> Minor repairs and painting of classroom rails and ramps.

<sup>4</sup> Journey and District Facilities / M&O personnel review project budget and mutually agree on available funds (if any) for the exterior painting of classrooms.

<sup>5</sup> Installation of refurbished server, switch and router. Cable and WAP installation as required per plan by Technology and Information Systems.

<sup>6</sup> Repair ramps, rails, subfloors and flooring material.



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 29, 2012

**E-RATE APPLICATION FOR 2012-2013**

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**BACKGROUND INFORMATION**

The Schools and Libraries Division (SLD) of the Universal Service Administrative Company provides affordable access to telecommunication services for all eligible schools and libraries in the United States via the federal E-Rate discount program. Districts can annually apply to receive these E-Rate discounts in two areas:

- 1) Telecommunication Services: Includes Priority 1 services for cell, phone, and web hosting services
- 2) Internal Connections: Includes Priority 2 services include equipment for those sites that qualify based on free and reduced lunch percentage

In January 2012, the District publicly announced Requests for Proposals for both Telecommunication and Internal Services for this year's E-Rate application. Vendor proposals have been evaluated based on SLD and District bid requirements. Telecommunication services will be delivered from July 1, 2012, through June 30, 2013, or longer depending on the contract. Telecommunication services will be utilized with or without E-Rate funds. Internal services are determined and awarded based on SLD funding limits. If approved, services will begin on July 1, 2012 through June 30, 2013.

With the Board of Trustees' consent, the proposed E-Rate application with the selected contracts will be submitted to the SLD for final evaluation and approval. Board authorization of our E-Rate application is required before our application can be submitted to the SLD for review. The E-Rate application must be submitted to the SLD by March 20, 2012, to be considered for funding. SLD funding commitment letters will be awarded in the summer of 2012.

**CURRENT CONSIDERATIONS**

This agenda item requests the Board of Trustees grant authorization to proceed with an E-Rate application for telecommunications and internal access funding. The attached contracts outline the terms and types of services that will be provided.

**FINANCIAL IMPLICATIONS**

The final financial impact will be determined once the School and Libraries Division evaluates the application and award funding. Without E-Rate discounts, the fiscal impact for Priority 1 Services will be \$988,000. Without E-Rate discounts, the fiscal impact for Priority 2 Services will be \$1,751,100.

After E-Rate discounts are applied, pending SLD approval, the fiscal impact will be:

Financial Impact Priority 1	\$361,000 after E-Rate discounts
Financial Impact Priority 2	\$494,700 after E-Rate discounts
Funding Source	General fund

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees authorize staff to proceed with an E-Rate application for telecommunications and internal access funding.



Sprint



<b>470 Application #</b>	876310000982912
<b>Spin Number</b>	143006742
<b>School Name</b>	CAPISTRANO UNIF SCHOOL DIST
<b>Phone Number</b>	858-271-8585
<b>Main Address</b>	33122 VALLE ROAD
<b>City</b>	SAN JUAN CAPO
<b>State</b>	CA
<b>Zip Code</b>	92675
<b>BAN/Account #</b>	367805316
<b>Quote Date</b>	01/03/2012
<b>Contact Name</b>	Rick Del Valle
<b>Contact Email</b>	rick.delvalle@yahoo.com
<b>Contract Name</b>	STATE OF CALIFORNIA
<b>Contract Number</b>	WSCA PA S1523
<b>State Discount %</b>	24%
<b>Term</b>	Month to Month
<b>Funding Year</b>	2012-2013

Sprint Nextel E-Rate Wireless Service Quote					
Price Plan	Access Charge [2]	# of Units	Monthly Charge	Estimated E-rate Subsidy Discount	Estimated Applicant Payment After Subsidy
<b>Voice Plans</b>				<b>48% [1]</b>	
Business Essentials 1000 (pooled minutes; unlimited weekend minutes and nights starting at 9pm; unlimited mobile to mobile minutes; unlimited group connect & direct connect on select devices; domestic long distance & roaming included, anytime overage minutes \$0.40/min)	\$45.59	1	\$45.59	(\$21.88)	\$23.71
Business Essentials 400 (pooled minutes; unlimited weekend minutes and nights starting at 7pm; unlimited mobile to mobile minutes; unlimited group connect & direct connect on select devices; domestic long distance & roaming included, anytime overage minutes \$0.40/min)	\$30.39	18	\$547.02	(\$262.57)	\$284.45
Business Essentials Add-on (pools minutes with Business Essentials; unlimited weekend minutes and nights starting at 7pm; unlimited mobile to mobile minutes; unlimited group connect & direct connect on select devices; domestic long distance & roaming included, anytime overage minutes \$0.40/min)	\$19.00	2	\$38.00	(\$18.24)	\$19.76
Business Essentials Add-on (pools minutes with Business Essentials; unlimited weekend minutes and nights starting at 9pm; unlimited mobile to mobile minutes; unlimited group connect & direct connect on select devices; domestic long distance & roaming included, anytime overage minutes \$0.40/min)	\$15.20	42	\$638.40	(\$306.43)	\$331.97
National Team 400 (Shared Voice Minutes, Unlimited Nights & Weekends, Unlimited Direct Connect, Talkgroup(SM), Domestic Long Distance)	\$30.39	9	\$273.51	(\$131.28)	\$142.23
National Team Share Add-on (Shared Voice Minutes, Unlimited Nights & Weekends, Unlimited Direct Connect, Talkgroup(SM), Domestic Long Distance)	\$15.19	25	\$379.75	(\$182.28)	\$197.47

Priority 1

National Team Share Add-on (Shared Voice Minutes, Unlimited Nights & Weekends, Unlimited Direct Connect, Talkgroup(SM), Domestic Long Distance)	\$11.40	83	\$946.20	(\$454.18)	\$492.02
300 Messages incl Picture Mail	\$3.80	1	\$3.80	(\$1.82)	\$1.98
Caller ID	\$1.00	28	\$28.00	(\$13.44)	\$14.56
Enhanced VoiceMail Service	\$1.00	42	\$42.00	(\$20.16)	\$21.84
Unlimited Messages	\$7.00	1	\$7.00	(\$3.36)	\$3.64
<b>Bundled Voice and Data Plans</b>				<b>48% [1]</b>	
BlackBerry Nat Team Share 400 (Pooled Voice Minutes, Unlimited mobile to mobile minutes, Unlimited Email and Web, Unlimited Text Messaging, Domestic Long Distance included, No Roaming, Unlimited Nights and Weekends 7PM, Unlimited Direct Connect/Group Connect (iDen Devices Only), BlackBerry BES service , anytime overage minutes \$0.25/min. Please Note: a \$10.00 per month additional charge may apply to data plans for new Smartphones	\$60.79	2	\$121.58	(\$58.36)	\$63.22
<b>Data Plans</b>				<b>48% [1]</b>	
BlackBerry Email and Web - Attachable - Requires Voice Plan, Unlimited on-network BES Email, Web Browsing & Phone as Modem is included, Please Note: a \$10.00 per month additional charge may apply to data plans for new Smartphones	\$37.99	4	\$151.96	(\$72.94)	\$79.02
Data BlackBerry Unlim Pack - Attachable - Requires Voice Plan, Unlimited on-network BES Email and Web Browsing, Please Note: a \$10.00 per month additional charge may apply to data plans for new Smartphones	\$30.39	1	\$30.39	(\$14.59)	\$15.80
Unltd BlackBerry Attachable - Attachable - Requires Voice Plan, Unlimited on-network BES Email and Web Browsing, Please Note: a \$10.00 per month additional charge may apply to data plans for new Smartphones	\$24.99	4	\$99.96	(\$47.98)	\$51.98
911 / State Taxes			\$100.59	(\$48.29)	\$52.31
Federal USF			\$106.08	(\$50.92)	\$55.16
<b>Total Per Month</b>			<b>\$3,559.83</b>	<b>(\$1,708.72)</b>	<b>\$1,851.11</b>
<b>Total Per Year</b>			<b>\$42,718.02</b>		
<b>Estimated Total Per Year After E-Rate Subsidy</b>					<b>\$22,213.37</b>

Customer Signature:

Joseph M. Farley, Superintendent

Date:

Service Provider Signature:

Date:

The Agreement is effective as of the last date of signature noted above. The Term of the Agreement will begin ("Service Commencement Date") according to the following option selected by the Customer (if neither box checked, Option 1 is the default):

Option 1: \_\_\_\_\_

Service will begin on July 1, 2012. Customer is requesting E-Rate support, but agrees that it will obtain Service and be liable for payment regardless of whether it receives E-Rate support.

Option 2: \_\_\_\_\_

Service will begin only after Sprint has received a Funding Commitment Decision Letter awarding E-Rate funds to Customer, and in no case before July 1, 2012. Customer will be responsible for payment for Service throughout the Term and for any amounts not covered by the E-Rate program, regardless of the availability of E-Rate funding in future years.

[1] Visual Estimate ...based on current E-rate Subsidy - Sprint offers both SPI and 472 Reimbursement Options

[1] The estimated E-rate Subsidy Discount and Estimated Applicant Payment After Subsidy are estimates based on information available to Sprint at the time this quote was prepared, including (but not limited to) prior year data for subsidy discounts and payments. Customer eligibility and final E-Rate Subsidy discounts and funding amounts are determined by USAC, not Sprint. Sprint is not responsible for Customer's compliance with FCC, USAC or Other Funding Source rules and regulations, Customer's applications for Support, or any decisions or actions by the FCC, USAC or Other Funding Sources with respect to Customer.

[1] Subsidy percentage is subject to change and dependent on funding release by USAC.

[1] Invoices will not reflect subsidy discount unless: (i) applicant selects direct discounting; (ii) funding is certified; and (iii) funding is released to applicant.

[2] The pricing for select Voice and Data bundles will be cost allocated during Sprint's eligibility calculation to exclude all ineligible E-rate features prior to E-rate Reimbursement Claim



### School Loop Subscription Agreement for Capistrano Unified School District

<b>Term</b>
Start date (sig date): 7/1/2012      for school year: 12/13      End date: 6/30/2017      for school year: 16/17

<b>School Loop Plus and Gradebook <input checked="" type="checkbox"/></b>	
Student Count: 27297	Cost per student: Y1: \$3.85 Y2: \$3.96 Y3: \$4.07 Y4: \$4.18 Y5: \$4.28
Notes:	

Services	Comments	Cost
SIS Integration		\$
Grade Export	Included	\$0.00
Directory Service Integration	One-time Fee	\$2500.00
Design		\$
Training		\$
Unification	Included	\$0.00

<b>Special Comments</b>

Cost Table	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
School Loop Standard	\$	\$	\$	\$	\$	\$
School Loop Plus	\$105093.45	\$108096.12	\$111098.79	\$114101.46	\$116831.16	\$
Additional Services	\$2500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$
<b>Total</b>	<b>\$107593.45</b>	<b>\$108096.12</b>	<b>\$111098.79</b>	<b>\$114101.46</b>	<b>\$116831.16</b>	<b>\$</b>

<b>Payment Terms</b>	Pay in full: Pay per year (multi-year): <input checked="" type="checkbox"/> Other:
<b>Billing Terms</b>	Customer will issue PO: Please invoice us now: <b>ERATE:</b> Bill District/School directly: Bill USAC for ERATE eligible and District/School for remainder:

This Order Form is effective as of the "Start Date" above. By signing this Order Form, Customer agrees that any and all subscriptions and services provided by School Loop under this Order Form are subject to the School Loop Subscription Agreement which Customer signed with School Loop. Any capitalized terms used but not defined in this Order Form shall have the meanings ascribed to such terms in the Subscription Agreement.

Customer: _____ By (Signature): _____ Name (Printed): <u>Joseph M. Farley</u> Title: <u>Superintendent</u> Date: _____	School Loop, Inc. By (Signature): <u>Mark Gross</u> Name (Printed): <u>Mark Gross</u> Title: <u>CEO</u> Date: <u>2/1/12</u>
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## SUBSCRIPTION AGREEMENT

This School Loop Subscription Agreement (the "Agreement") is agreed to by the customer ("Customer") identified above and School Loop, Inc., 49 Powell Street, San Francisco, CA 94102 ("School Loop"). Customer and School Loop may sign order forms referencing this Agreement ("Order Form(s)"), and each such Order Form is effective as of the date specified on that Order Form (the "Effective Date").

This Agreement permits Customer to purchase a subscription to School Loop's web-based Service (as defined below) for the period specified on the Order Form (the "Subscription Term") and sets forth the terms and conditions under which such Service will be provided. This Agreement shall govern Customer's initial subscription on the Effective Date as well as any future subscription purchases made by Customer which reference this Agreement.

### 1. The Service

**1.1. Provision of Service.** School Loop offers on-line subscription products designed to facilitate the distribution of information regarding students to parents, students, school and district staff, and, with the proper approvals, to appropriate people with student information rights, and provide communications and information-sharing capabilities between teachers, students, school and district staff, people with student information rights, and parents (the "Service"). Subject to the terms of this Agreement, School Loop shall host the Service and will make the Service available to Customer during the Subscription Term. From time to time School Loop may make available evaluation or no-charge Services (for example, School Loop Standard), in this agreement those types of Services are referred to as "Free Services".

**1.2. Restrictions.** Customer may use the Service only as expressly authorized by School Loop and for no other purpose. Customer shall not: (a) rent, lease, copy, provide access to or sublicense the Service to a third party, (b) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code to the Service, (c) remove or obscure any product identification, proprietary, copyright or other notices contained in the Service (including any reports or data printed from the Service); or (d) publicly disseminate information or analysis regarding the performance of the Service.

**1.3. Professional Services.** If School Loop and Customer agree separately in a Statement of Work ("SOW"), shall provide the professional consulting services described in that SOW ("Professional Services"). During the term of this Agreement Customer shall have a license right to use anything delivered as part of the Professional Services internally solely in conjunction with use of the Service under this Agreement, but School Loop shall retain all right, title and interest in and to any such work product, code or software and any derivative, enhancement or modification thereof created by School Loop (or its agents). Each SOW must be signed by both parties before School Loop shall commence work under such SOW. Customer will reimburse School Loop for reasonable travel and lodging expenses as incurred.

### 2. Customer Obligations

**2.1. "Customer Content"** means any data, information or other content of any type which is provided by Customer or any parents, teachers, administrators, other people with information rights, district staff, or students ("Users") to School Loop for inclusion in the Service; including without limitation data, information or other content which Customer or Users input to or upload to the Service. Customer shall assure that use of the Service and all Customer Content at all times comply with all applicable local, state, federal and international law, regulations and conventions, including, without limitation, those related to data privacy, international communications, and the exportation of technical or personal data. Customer is solely responsible for the accuracy, content and legality of all Customer Content (including its use as authorized hereunder). Customer represents and warrants to School Loop that Customer has sufficient rights in the Customer Content to authorize School Loop to process, distribute and display the Customer Content as contemplated by this Agreement and the Service, and that the Customer Content does not infringe the rights of any third-party or constitute libel, slander or defamation.

**2.2. Access to Service.** If Customer or Users are given access to accounts on School Loop's systems in order to make use of the Service, Customer shall require that all Users, employees and agents accessing such accounts keep user ID and password information confidential, and that each employee or agent not share such information with any unauthorized person. User IDs are granted to

individual named persons and may not be shared unless required by law. Customer shall be responsible for actions taken using Customer's and Users' accounts.

**2.3. User Consents.** Customer acknowledges that use of the Service may require communication with students. Customer agrees that it shall be solely responsible for (a) securing any consents that may be required from Users to have their data used in the Service, (b) securing from Users such permissions as may be necessary or required in order to collect, store and use such data for the rendering of the Service, (c) providing for such use of User data in its privacy and data use policies, and (d) complying with applicable privacy and other laws. School Loop may provide Customer with a model set of statements which Customer may use to create User consent forms, however those statements are for Customer's convenience only and it is Customer's responsibility to ensure that these statements conform to the obligations of this Agreement and applicable law. Customer understands and acknowledges that if ordered by Customer, some features of the Service may allow certain Customer Content to be made public on the Internet. This publicly available Customer Content may include general information about a school, information regarding school news and events, information posted by teachers about their curriculum (such as course descriptions, syllabi, assignments and the like). Customer agrees that it shall be solely responsible for notifying Users that certain Customer Content will be made public on the Internet and for securing the appropriate User consents. Customer also acknowledges that School Loop may make available functionality which allows third parties to access information on the Service or input information on the Service (by way of example and not limitation, functionality which allows synchronizing of a user's School Loop calendar to an external service).

### 3. Ownership

**3.1. Rights in Customer Content.** Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Content, and School Loop shall use such Customer Content solely for the purposes of providing the Service. Subject to the terms of this Agreement, Customer hereby grants to School Loop the non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and publicly display the Customer Content solely to the extent necessary to provide the Service.

**3.2. Subscription not Sale.** This is a subscription agreement for use of the Service and is not an agreement for sale. Customer agrees that the Service and the end-user documentation and any and all related and underlying School Loop software and technology constitute trade secrets or copyrighted material of School Loop or its suppliers, and that School Loop or its suppliers retain all right, title and interest (including all intellectual property rights) therein. Customer may point their DNS to the sites, and they retain full rights and ownership of their own domain. School Loop may employ a subdomain of schoolloop.com in order to provide the Service, however no ownership or license right in the schoolloop.com domain, or any subdomain, is transferred under this Agreement, and School Loop reserves the sole right to manage any and all domains and subdomains related to the Service as it sees fit. All rights not specifically granted shall be reserved to School Loop. No right, title or interest in any of School Loop's trademarks is granted hereunder.

**3.3. Pooled Data.** The Service may include products that aggregate Customer Content with information about or posted by third party users of the Service (such as other schools or school districts and their teachers, parents, and students) ("Community Content") in order to allow Customer and its Users to benefit from the collective knowledge of the School Loop community ("Pooled Data"). For example, the Service may allow researchers access to data stripped of any personally identifying information

for the purpose of education-related studies. In aggregating information in order to provide Pooled Data, School Loop will remove any personally identifying information so that the Pooled Data will be anonymized. Customer hereby consents to School Loop's use and aggregation of Customer Content with Community Content to provide Pooled Data to Users.

**4. Fees and Payment.** All fees are as set forth in the applicable Order Form and shall be paid by Customer in accordance with the terms of the applicable Order Form. Except as set forth in Section 6 (Limited Warranty), all fees are non-refundable. Payment is due 30 days from the date of invoice or PO, whichever is later, unless otherwise set forth on the order form. Accounts that are more than 30 days overdue are subject to suspension.

Customer is required to pay any sales, use, value-added withholding, or similar taxes or levies, other than taxes based on the Income of School Loop. Customer may not withhold any amounts (including as may be required by any taxing authority) without express written consent of School Loop.

For multiyear contracts, the price for a renewal term of the same length or longer shall be discounted to 90% of School Loop's then-current rates for the Service unless otherwise set forth on the Order Form. Accounts that are not renewed before the expiration date of this contract shall be suspended on expiration.

## **5. Term and Termination**

**5.1. Term.** This Agreement shall continue until the earlier to occur of (a) expiration or termination of all Subscription Terms, or (b) termination in accordance with this Section 5. Customer's subscription shall renew if and as described in the Order Form.

**5.2. Termination for Cause.** Either party may terminate this Agreement: (a) if the other party fails to cure any material breach of this Agreement (including a failure to pay fees) within 30 days after written notice or (b) if the other party files or has filed against it any bankruptcy, dissolution or similar proceeding or enters into any form of arrangement with its creditors (provided such filing is not removed within 60 days thereof).

**5.3. Effect of Termination.** Upon any termination of this Agreement, Customer shall immediately cease any and all use of and access to the Service (including any and all related School Loop software, technology and systems) and delete (or, at School Loop's request and expense, return) any and all copies of the Service documentation provided by School Loop, any School Loop passwords or access codes and any other School Loop Confidential Information in its possession. Termination of this Agreement shall be in addition to, and not in lieu of, any equitable or other remedies available to the terminating party. SCHOOL LOOP SHALL HAVE NO LIABILITY ARISING FROM ANY TERMINATION OF THIS AGREEMENT.

**5.4. Suspension of Service.** School Loop has the right, in its sole reasonable discretion, to suspend the Services immediately if deemed reasonably necessary by School Loop to prevent any harm to School Loop and its business. School Loop will provide notice and opportunity to cure if practicable depending on the nature of the breach. Once cured, School Loop will promptly restore the Services.

**5.5. Survival.** The following Sections shall survive any expiration or termination of this Agreement: 1.2 (Restrictions), 3 (Ownership), 4.2 (Fees and Payment), 5 (Term and Termination), 6.2 (Warranty Disclaimer), 7 (Limitation of Remedies and Damages), 8 (Indemnification), 9 (Confidentiality), and 10 (General).

## **6. Limited Warranty**

**6.1. Limited Warranty.** School Loop warrants, for Customer's benefit only, that the Service will be provided in material conformity with its documentation. School Loop does not warrant that the operation of the Service will be uninterrupted or error-free. As Customer's sole and exclusive remedy for any breach of warranty, School Loop will use reasonable efforts to correct any failure of the

Service to conform to its documentation at no charge to Customer. If School Loop determines it cannot resolve a material defect within a reasonable period of time, Customer will have the right to terminate the Subscription Term and receive as its sole remedy a refund of: (a) the subscription fees specified in the applicable Order Form which are allocable to the 30 day period prior to the date the warranty claim was made and (b) any fees Customer has pre-paid for periods of service it has not yet received. The limited warranty set forth in this Section 6.1 shall not apply: (a) unless Customer makes a claim within 30 days of the date on which the condition giving rise to the claim first appeared, (b) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (c) to any Free Services.

**6.2. Warranty Disclaimer.** EXCEPT FOR THE LIMITED WARRANTY IN SECTION 6.1, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ALL TRAINING SERVICES ARE PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS. SCHOOL LOOP AND ITS SUPPLIERS DO NOT REPRESENT OR WARRANT THAT (A) THE SERVICE OR TRAINING SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, (B) ANY CUSTOMER CONTENT OR OTHER STORED DATA WILL BE ACCURATE OR NON-CORRUPTED, OR (C) THAT THE SERVICE WILL BE FREE OF ANY VIRUSES OR MALICIOUS CODE WHICH CANNOT BE DETECTED USING COMMERCIALY AVAILABLE PRODUCTS. SCHOOL LOOP SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE AND TRAINING SERVICE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF ANY KNOWLEDGE OF CUSTOMER'S PARTICULAR NEEDS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD. SCHOOL LOOP SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, THE SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SCHOOL LOOP.

## **7. Limitation of Remedies and Damages**

**7.1.** NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

**7.2.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SCHOOL LOOP'S ENTIRE LIABILITY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF \$1,000 OR THE AMOUNT ACTUALLY PAID BY CUSTOMER TO SCHOOL LOOP UNDER THE APPLICABLE ORDER FORM.

**7.3.** THIS SECTION 7 SHALL NOT APPLY TO CUSTOMER WITH RESPECT TO ANY CLAIM ARISING UNDER SECTIONS 1.2 (RESTRICTIONS), 8.2 (INDEMNIFICATION BY CUSTOMER) OR 9 (CONFIDENTIALITY). The parties agree that the limitations specified in this Section 7 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

## **8. Indemnification**

**8.1. Indemnity by School Loop.** School Loop shall indemnify and hold harmless Customer from and against any claim of infringement of a U.S. patent, U.S. copyright, or U.S. trademark asserted against Customer by a third party based upon Customer's authorized use of the Service, provided that School Loop shall have received from Customer: (i) prompt written notice of such claim (but in any event notice in sufficient time for School Loop to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim;

and (H) all reasonable necessary cooperation of Customer. If Customer's use of any of the Service is, or in School Loop's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, School Loop may, in its sole discretion: (a) substitute substantially functionally similar services; (b) procure for Customer the right to continue using the Service; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Customer the fees paid by Customer for the portion of the Subscription Term which was paid by Customer but not rendered by School Loop. The foregoing indemnification obligation of School Loop shall not apply: (1) if the Service is modified by any party other than School Loop, but solely to the extent the alleged infringement is caused by such modifications; (2) the Service is combined with other non-School Loop products or processes not authorized by School Loop, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Service; (4) to the Customer Content or any third-party deliverables or components contained within the Service; (5) to any action arising as a result of the Customer Content; or (6) to any Free Service. **THIS SECTION 8 SETS FORTH SCHOOL LOOP'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.**

**8.2. Customer Responsibility for Content.** Customer shall indemnify and hold harmless School Loop from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim alleging (a) that the Customer Content or its use in the Service infringes the rights of, or has caused damage to, Customer, a User or other third-party (excluding any claim to the extent based on any underlying School Loop software or technology), (b) any action or inaction by Customer or a User resulting in damage to persons or property, or (c) that Customer failed to secure adequate permission from any User for the use of the Customer Content. This indemnification obligation is subject to Customer receiving prompt notice of the claim and having the sole right to control the defense and settlement of all such claims, lawsuits and other proceedings. School Loop agrees to provide such reasonable assistance and cooperation to Customer as is reasonably requested by Customer.

## 9. Confidentiality

**9.1. "Confidential Information"** mean, (a) any School Loop software, interfaces, web applications and documentation, and (b) information designated as confidential by either party, including, but not limited to, data, designs, drawings, documentation, software (regardless of form or media), prototypes, processes, methods, concepts, research, development and business activities, whether obtained or disclosed verbally or in writing. The Service itself, documentation and technical information provided by School Loop or its agents shall be deemed Confidential Information of School Loop without any marking or further designation.

**9.2. Nondisclosure.** The parties acknowledge that they have been entrusted with Confidential Information and agree to use reasonable care to protect the confidentiality thereof, using at least the same degree of care that each of them would use to protect their own similar information. Each party shall not (a) use such Confidential Information for any purpose except as authorized under this Agreement, (b) disclose any such Confidential Information to any person (except its employees and agents bound by obligations of confidentiality on a need-to-know basis) unless such disclosure is authorized by the other party in writing, or (c) disclose any such Confidential Information required by court or judicial order without first informing the other party and cooperating with the other party if such party contests the disclosure thereof. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement and to notify the other party promptly and in writing upon its discovery of any unauthorized access or disclosure of any Confidential Information.

**9.3. Exclusions.** The obligations under this Section 9 shall not apply to information which (a) is or becomes a part of public knowledge through no act or omission of the receiving party, (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party, (c) comes into the possession of the receiving party rightfully from a third party without obligation of confidentiality, or (d) is independently developed by the receiving party without the use of any Confidential Information of the disclosing party.

**9.4. Enforcement.** Each party understands and agrees that, notwithstanding any other provision of this Agreement, breach of Section 9 (Confidentiality) may cause the other party irreparable damage for which recovery of money damages would be inadequate, and that each party shall therefore be entitled to obtain timely injunctive relief to protect such party's rights under this Agreement in addition to any and all remedies available at law.

## 10. General

**10.1. Assignment.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement except upon the advance written consent of the other party, except that School Loop may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

**10.2. Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

**10.3. Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transaction Act. Unless waived by School Loop in its sole discretion, the jurisdiction and venue for actions related to the subject matter hereof shall be the California state and United States federal courts located in San Francisco, California, and both parties hereby submit to the personal jurisdiction of such courts.

**10.4. Attorneys' Fees and Costs.** The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

**10.5. Notice.** Any notice or communication required or permitted under this Agreement shall be in writing to the parties at the addresses set forth on the Order Form or at such other address as may be given in writing by either party to the other in accordance with this Section 10.5 and shall be deemed to have been received by the addressee (a) if given by hand, immediately upon receipt; (b) if given by overnight courier service, the first business day following dispatch or (c) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail.

**10.6. Amendments; Waivers.** No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

**10.7. Entire Agreement.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Customer acknowledges that the Service is an on-line, subscription-based product, and that in order to provide improved customer experience, new features, and new products School Loop may make changes to the Service at any time.

**10.8. Changes to the Services.** Customer acknowledges that the Service is an on-line, subscription-based product, and that in order to provide improved customer experience, new features, and new products, School Loop may make changes to the Service at any time. Such changes may require Customer to update or upgrade software or equipment used to access the Service. Customer shall be solely responsible for any such updates or upgrades, provided, however, that if any planned changes to the Service are reasonably foreseeable to require any updates or upgrades to Customer's software or equipment, School Loop shall provide Customer with 6 months prior notice of such planned changes.

**10.9. Audit Rights.** Upon School Loop's written request, Customers using any version of School Loop Plus shall furnish School Loop with a signed certification certifying that the Service is being used pursuant to the terms of this Agreement, including any access and user limitations. With prior reasonable notice, School Loop may audit the use of the Service by Customer provided such audit is during regular business hours. Customer is responsible for such audit costs only in the event the audit reveals a discrepancy, of five percent (5%) or greater, on the part of Customer.

**10.10. Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster or refusal of a license by a government agency.

**10.11. Publicity.** School Loop shall have the right to use Customer's name and logo as part of School Loop's customer list.

**10.12. Government End Users.** If the user or licensee of the Service is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Service, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement and by the terms of this contract in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. This product was developed fully at private expense. All other use is prohibited.

**10.13. Subcontractors.** School Loop may use the services of subcontractors for performance of services under this Agreement, provided that School Loop remains responsible for (a) compliance of any such subcontractor with the terms of this Agreement and (b) for the overall performance of the Service as required under this Agreement.

**10.14. Independent Contractors.** The relationship of the parties hereto is that of independent contractors. Neither party shall be deemed to be the legal representative of the other. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

**10.15. Compliance with Laws.** Customer will comply, at Customer's expense, with all statutes, regulations, rules and ordinances of any governmental body, department or agency which apply to or result from Customer's obligations under this Agreement. Customer agrees not to export the Service directly or indirectly, separately or as part of a system, without first obtaining proper authority to do so from the appropriate governmental agencies or entities, as may be required by law.



# ICB Service Agreement

Sales Number: 75038  
Sales Rep: Joanne Plumeri

Sales Phone: 949-546-2816  
Sales Fax: 949-546-3818

## CUSTOMER INFORMATION

Company Name: CUSD  
Doing Business As:  
Service Address: 33122 VALLE RD  
City/State/Zip: SAN JUAN CAPISTRANO, CA - 92675  
Company ID#: 4820

## AUTHORIZED CUSTOMER CONTACT INFORMATION

Name: Susan Holiday  
Title: Director Education Services  
Bus. Phone: 949-234-9463  
Cell Phone:  
Business Fax:  
E-Mail Address:

## BILLING INFORMATION (if different from service address)

Billing Name: CUSD  
Billing Address: 33122 VALLE RD  
City/State/Zip: SAN JUAN CAPISTRANO, CA - 92675

## ADDITIONAL AUTHORIZED CUSTOMER CONTACTS

Name: Gabe Salinas  
Phone: 949-234-5511

Type	Service	Qty	Term Mo.	Unit Price	(MRC) Monthly Recurring Charge	(NRC) Non Recurring/One Time Activation & Set-Up Fees	Waived NRC
New	Free Local ISDN PRI 23B+D	4	36	350.00	1,400.00	0.00	6,000.00
	- Additional Features			0.00	225.00	0.00	3,240.00
New	Voice Manager Measured	939	36	9.50	8,920.50	0.00	65,730.00
	- Additional Features			0.00	463.50	0.00	0.00
<b>Contract Totals:</b>					<b>11,009.00</b>	<b>0.00</b>	

## Special Conditions:

This is a three year term with two one year options to renew. Voice Manager will deliver 1MB's, Centrex and PBX Trunk lines. Taxes are as follows: CA High Cost Surcharge Fund B 0.30%, CA Advances Service Fund 0.25%, State Regulatory Fee 0.18%, CA Teleconnect Fund 0.079%, CA Relay Service 0.20%, E-911 0.5%, ULTS 1.15%. Network Interface Fee: \$7.26 for 1MB and Centrex per line and \$36.30 per PRI. Should a school's MPOE be in a different location, then Cox's MPOE, Cox will extend cable at no charge to the district. DID's listed as additional features are \$.25 each X 900= 225.00. Voice Mail Box listed as additional features are \$4.50 per line X 103= \$463.50 No install fee.

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement and any other terms and conditions applicable to the Services selected above, including without limitation, the Cox tariffs, Service Guides, state and federal regulations, the General Terms, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the AUP and the General Terms by signing this Agreement. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. Cox may withdraw this proposal at any time prior to Customer's signature. If, within thirty (30) days after Customer's signature below, Cox determines that Customer's location is not serviceable under Cox's normal installation guidelines, Cox may terminate this Agreement without liability. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Services shall be subject to price increases for the remaining Term. Both parties agree that each party may use electronic signatures to sign this Agreement. If Cox performs any work including construction or incurs any costs to provide Service to Customer and Customer cancels this Agreement prior to Service installation, Customer shall be liable for Cox's reasonable costs in addition to any other termination charges. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms.

Authorized Customer Representative on behalf of  
CUSD

Signature: \_\_\_\_\_  
Printed Name: Joseph M. Farley  
Title Position: Superintendent  
Date: \_\_\_\_\_

Cox Communications California, LLC; Cox California  
Telcom, LLC  
29947 Avenida De Las Banderas, Rancho Santa Margarita, CA 92688

Signature: \_\_\_\_\_  
Printed Name: PAUL LADY  
Title Position: SM  
Date: 2/13/2012



## SALES ORDER AGREEMENT E-RATE

THIS SALES ORDER AGREEMENT ("Agreement") is made and entered into on February 13 2012, by and between AMS.NET, INC., a Delaware corporation ("AMS"), whose address is 502 Commerce Way, Livermore, CA 94551 and Capistrano Unified School District, an Education ("Customer"), whose address is 33122 Valle Road, San Juan Capistrano, CA 92675.

1. **Confirmation of Sales Order.** Customer hereby agrees to purchase from AMS, and AMS hereby agrees to sell to Customer, the multi-service networking equipment and services specified in the AMS price quote, customer purchase order, or other documentation attached hereto and labeled Exhibit A, the terms of which are hereby incorporated and made a part of this Agreement.

Customer understands the equipment that was quoted in the ERate contract is non-returnable once it has been ordered and received.

2. **Payment Terms and Taxes.** Upon written funding approval from the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), a sum representing the total utilized project cost minus the discount applied by the SLD and any items that are determined not E-rate eligible, shall be due to AMS.NET. A PO is required representing these items. Subsequent billing invoices for equipment and services provided under this Agreement shall be sent to Customer concurrently with the delivery of equipment and/or the provision of services, as the case may be. Customer is required to complete, sign, and return service certification form sent by SLD within 5 business days. All billing invoices shall be due and payable in full thirty (30) days after the date of billing (i.e., net 30 day payment terms), with the date of billing being the date indicated on the billing invoice. Customer shall pay any and all taxes based on or in any way computed with reference to the equipment and services being provided under this Agreement, (minus the discount applied by SLD) including but not limited to sales taxes but excluding taxes based on AMS's net income. Customer understands that they are responsible for costs incurred due to any unforeseen sales tax increases.

3. **Installation Date.** The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. HOWEVER, ALL STATED DELIVERY AND INSTALLATION DATES ARE APPROXIMATE AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER SHALL, UNDER NO CIRCUMSTANCE, BE DEEMED TO BE IN DEFAULT HEREUNDER OR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR COMMERCIAL LOSS RESULTING FROM DELAYS IN DELIVERY OR INSTALLATION.

4. **Change Management Procedures.** It may become necessary to amend this agreement for reasons including, but not limited to, the following:
  - Changes to scope of the work and/or specifications for the Services,
  - Changes to the Milestone Invoice Schedule,
  - Changes to the project schedule due to unavailability of resources which are beyond either party's control, and/or,
  - Environmental or architectural conditions not previously identified.

In the event either party desires to change this SOW, the following procedures shall apply:

- i. The party requesting the change will deliver a "Change Request" to the other party (an example of which is provided in Appendix B). The Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work.
- ii. A change Request may be initiated either by Customer or by AMS for any changes to the SOW. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and additional fees, if required to implement the Change Request. If both parties agree to implement the Change Request, both parties will sign the Change Request, indicating the acceptance of the changes by the parties.
- iii. AMS shall require a schedule extension of Services of up to thirty (30) Business Days for any personnel Change Request made by Customer.
- iv. Upon Execution of the Change Request, said Change Request will be incorporated into, and made part of, this SOW.
- v. AMS is under no obligation to proceed with the Change Request until such time as the Change Request has been agreed upon in writing by both parties.

5. **Warranties.** AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects and workmanship for a warranty period of thirty (30) days commencing on the later of the date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this Agreement (this warranty being hereinafter referred to as an "Installation Warranty"). EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, AMS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR SERVICES BEING PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

6. **Return for Credit Policy.** Merchandise must be returned within 30 days in unopened original packaging. An RMA number must be requested prior to the return and accompany the equipment when it is received.

Priority 2

7. **Limitation of Liability.** In no event shall AMS be liable to Customer for:
  - a. Any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or AMS's performance or breach thereof, even if AMS has been advised of the possibility of any such damages or losses; or
  - b. Any damages resulting from or related to any failure or delay of AMS in the delivery or installation of equipment or the performance of installation or maintenance services (if any).
  - c. Notwithstanding any other provision of this Agreement, all liability of AMS and its suppliers under this Agreement or otherwise shall be limited to the money paid to AMS under this Agreement. This limitation of liability is cumulative and not per incident.
8. **Attorneys' Fees.** If any legal action is necessary to enforce terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs in addition to any other relief to which the prevailing party may be entitled.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
10. **Entire Agreement.** This Agreement, together with any price quotes or purchase orders attached hereto as Exhibit A, is the complete and exclusive statement of the mutual understanding of the parties with respect to the subject matter of this Agreement, supersedes and cancels any prior understanding, communications or agreements of the parties with respect to the subject matter of this Agreement, and may be amended or supplemented only by a writing signed by both parties.
11. **Risk of loss.** Seller shall bear all risk of loss or damage to components of the system while they are in transit to the Customer and until deliver to the premises. Thereafter, such risk of loss shall be done by Customer, except for loss caused by the negligence of Seller or its employees
12. **Default.** If Customer shall fail to pay or cause payment of any sum owing to Seller hereunder when due, then, in addition to all other remedies available to Seller at law or equity or under other provisions of this Agreement and not in limitation thereof, Seller may, until said sum is paid in full, collect interest on the sum then owing at the rate of 18% per annum from the date of the last installment due date until such default by the Customer has been cured. It is

expressly agreed and understood that in no event shall the aggregate interest charges under the provisions of this paragraph exceed the maximum rate of interest that could be charged under applicable state law.

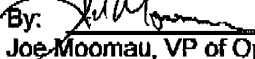
Should either party institute legal action to enforce its rights under this agreement, the venue shall be in Alameda County, State of California, and the prevailing party in such action shall be entitled to recover reasonable attorney fees and costs.

13. **Force majeure.** The obligations of Seller hereunder shall be suspended to the extent and for the period of time that is hindered or prevented from performing because of labor disturbances, strikes and lockouts, acts of God, fires, storms, water, unreasonable delays in transportation, governmental action, failure of suppliers, and or any other cause beyond Seller's control.
14. **Assignment.** Seller shall have the right to assign Sellers obligations; however, Seller shall remain liable to Customer for the performance of Seller's obligations under the terms of this agreement.
15. **Customer to provide.** Customer shall, as specified by Seller provide appropriate environmental conditions, necessary commercial power and facilities for the System, access to the premises, and if required by local law, conduit and or special fire retarding cabling. Customer shall pay all charges for telephone trunk lines, in the room system is to be installed, if applicable as well as extensions and equipment for the installation of the system.
16. **Representation of Customer.** Customer warrants and represents that Customer has been duly authorized by all necessary corporate and other action of Customer and Customer's execution of this Agreement will not violate any provision of law or its Articles of Incorporation or Bylaws, or result in the breach of any agreement to which Customer is a party.
17. **Notices.** All notices required or permitted to be given under the Agreement may be given by either party to the other by depositing same in the United States Mail with first class postage prepaid or by fax. Until changed by written notice, such notices shall be direct to Seller at the address that appears at the beginning of this Agreement and Customer at the premises.

IN WITNESS WHEREOF, AMS and Customer have executed this Agreement as of the date first set forth above.

"AMS:"

AMS.NET, Inc.,  
a Delaware Corporation

By:   
Joe Moomau, VP of Operations

"Customer:"

Capistrano Unified School District,  
a Education Customer

By: \_\_\_\_\_  
Its: Joseph M. Farley  
Superintendent

**EXHIBIT A**

<b><u>Project Number</u></b>	<b><u>Description</u></b>	<b><u>Total \$</u></b>
71558	ICREPYR15-2012	\$1,727,567.79

**Total Investment**    \$1,727,567.79

\_\_\_\_\_  
Customer Initials



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 29, 2012

**SECOND AMENDMENT/EXTENSION OF LEASE AGREEMENT –  
IQINVISION**

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**BACKGROUND INFORMATION**

In spring 2007, the Board of Trustees directed staff to consolidate personnel within the District office and make available office space for a potential lease-income generation opportunity. Three major objectives were identified:

- 1) Maximize efficiency by combining or eliminating duplicate services among staff
- 2) Generate income from leased space
- 3) Direct additional revenue to selected schools

The consolidation included moving District personnel from Building C into Buildings A and B. Moves to consolidate existing space were accomplished in-house by utilizing custodial, grounds, and maintenance staff. In total, the District office includes nearly 129,000 square feet of area.

In November 2007, the District executed a lease agreement with a private technology firm, IQinVision, for 20,610 square feet of office and warehouse space in Building C. Subsequently, in October 2010, an amendment to the agreement was executed that added 1,407 square feet of space. In total, IQinVision rents 22,017 square feet in Building C, and with the 4,000 square feet leased by SchoolsFirst Federal Credit Union, all of Building C is occupied.

**CURRENT CONSIDERATIONS**

IQinVision contacted District staff with a request to amend and extend its current agreement to include both a longer term and a lower monthly rent (reflective of current market conditions). It is the desire of IQinVision to maintain its current work space for the foreseeable future at a rate that justifies a longer lease beyond its current termination date of September 2013. The current rent is \$2.35 per square-foot per month for the original lease of 20,610 square feet, and \$1.75 per square foot per month for the 1,407 square feet.

The District's broker indicated that a negotiated start rate of \$1.90 is slightly better than current market conditions. Also, the broker indicated that vacancy rates for office space are very high and the potential for bringing in a new tenant after IQinVision were to vacate the property may take anywhere from 6 to 18 months. The proposed amendment/extension includes the following changes to the agreement terms and conditions:

- Extend the agreement termination date by 40 months from September 2013 to December 2016. The new agreement would have a total term length of 60 months from January 2012 through December 2016.

- Revise the monthly rent for the entire leased space, starting at \$1.90 per square foot for the first year, with a yearly \$.05 increase leading to \$2.10 by the 60<sup>th</sup> month.
- Begin the amendment/extension agreement as of January 2012. Since two months have passed to date, a credit back to IQinVision for the reduced rent shall be deducted from the March 2012 payment.
- Include two rights to early termination dates, one at the end of the 36<sup>th</sup> month (December 2014), and another at the end of the 48<sup>th</sup> month (December 2015). If the 36<sup>th</sup> month option is used, a termination fee of \$100,000 will be due to the District. If the 48<sup>th</sup> month option is used, a termination fee of \$50,000 will be due.
- Broker fees are calculated based upon six percent of the total net gain of additional rental income to be collected by the District. Broker fees will be paid following the execution of the agreement in three successive monthly installments.

### **FINANCIAL IMPLICATIONS**

The item will have a significant positive impact on available funds for various District expenditures. The table below provides a comparison between the current existing lease value, the anticipated net gain under each schedule and payments, and the proposed schedule.

Potential Cash Flow Schedule for New Lease vs. Existing Lease			
<u>End Date</u>	<u>Existing Lease Value</u>	<u>New Lease Value</u>	<u>Net Gain</u>
September 30, 2013	\$1,097,433	\$888,386	(\$209,047)
December 31, 2014	\$1,097,433	\$1,545,593	\$448,160
December 31, 2015	\$1,097,433	\$2,087,212	\$989,779
December 31, 2016	\$1,097,433	\$2,642,040	\$1,544,607

As shown, the value of the existing agreement through September 2013 is \$1,097,433. Under the proposed rent schedule, the District would receive \$209,047 less in payments through that date. However, at the 36-month option, the District would receive a net gain of \$448,160. In the 48-month option, the net gain would be \$989,779, and under the full 60-month term, the District would realize a net gain of \$1,544,607.

### **STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the Second Amendment/Extension of Lease Agreement with IQinVision, Incorporated.

**SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN  
THE CAPISTRANO UNIFIED SCHOOL DISTRICT  
AND IQINVISION, INC.**

THIS SECOND AMENDMENT ("Second Amendment") to the Lease Agreement Between the Capistrano Unified School District and IQinVision, Inc., entered into on or about November 8, 2007 ("Original Lease"), is made and entered into, effective as of the \_\_\_ day of February, 2012, ("Effective Date") by and between the Capistrano Unified School District ("Landlord") and the IQinVision, Inc., a California corporation ("Tenant"). Landlord and Tenant may be referred to herein individual as "Party" or collectively as "Parties."

The Parties mutually agree that the Original Lease, as amended by the "Amendment to Lease Agreement Between the Capistrano Unified School District and IQinVision, Inc.," dated October 1, 2010 ("First Amendment"), and which leased a portion of the premises owned by Landlord described in Section 3(g) of the Original Lease and Section 1 of the First Amendment and generally described as a 22,017 square foot portion of Building C ("Leased Premises"), located at 33122 Valle Road, San Juan Capistrano, California ("Administrative Offices"), is hereby amended as follows:

1. **Lease Extension.** The Parties desire to extend the terms of the Lease upon the same terms and conditions set forth in Original Lease, as amended by the First Amendment, except as modified by the terms and conditions set forth within this Second Amendment. It is the intention of the Parties to extent the terms of the lease of the Leased Premises for a period of sixty (60) months, commencing on January 1, 2012 ("Effective Date") and continuing for a period of 60 consecutive months thereafter.
2. **Lease Rent.** The monthly rent (hereinafter, "Base Rent") to be paid by Tenant to Landlord for the lease of the Leased Premises, as calculated and due pursuant to the terms of the Original Lease, as amended by the First Amendment, shall hereby be modified as follows for the term of the lease under this Second Amendment and shall apply to the entirety of the Leased Premises:

<i>Month of Extended Lease</i>	<i>Rate per square foot per month</i>	<i>ES Base Rent Monthly Payment</i>
1-12	\$1.90	\$41,832.30
13-24	\$1.95	\$42,933.15
25-36	\$2.00	\$44,034.00
37-48	\$2.05	\$45,134.85
49-60	\$2.10	\$46,235.70

Note: since this agreement is to be executed after receipt of the rental payments for January and February 2012, the savings that would have been realized (\$18,267.60 for two months) under the new terms shall be deducted from the rental payment in March 2012. Therefore, the rent due in March 2012 shall be \$23,564.70.

3. **Payment of Rent.** Tenant shall pay Landlord the first full month's rent due in connection with this Second Amendment upon execution of this Second Amendment

by both Parties. Remaining payments for the lease of the Leased Premises, shall be due, in advance, on or before the first day of each and every successive calendar month during the term of the lease under this Second Amendment, in accordance with the requirements of the Original Lease, including, but not limited to, Section 5.

4. **Security Deposit.** Upon execution of this Second Amendment, the Security Deposit held by Landlord, pursuant to Section 3(h) of the Original Lease, shall be modified and adjusted to equal One Hundred Percent (100%) of the last month's rent for the Leased Premises. The Security Deposit shall be held pursuant to, and subject to, the terms and conditions set forth in the Original Lease.
5. **Right to Terminate.** Subject to the provisions of this Section 5, Tenant shall have a right at its sole discretion to terminate the lease for the Leased Premises following the 36th and 48th months. In order to exercise the right provided by this Section 5, Tenant shall (1) provide Landlord with no less than six (6) months written notice of its intent to terminate the lease, and (2) pay the Landlord a termination fee of \$100,000, if the lease is terminated at the end of the 36th month, or \$50,000 if the lease is terminated at the end of the 48th month. The payments due Landlord under this Section 5 shall be due at the time Tenant provides Landlord with the written notice of its intent to terminate the lease.
6. **Right of First Refusal.** Tenant shall have an on-going "Right of First Offer" to lease any space marketed by Landlord within the Administrative Offices to prospective third-party tenants. In the event Landlord seeks to lease additional space at the Administrative Offices, it shall notify Tenant in writing of its intent to lease the additional space. Thereafter, Landlord may negotiate with Tenant for the lease of the additional space. In the event Landlord receives an acceptable proposal to lease additional space in the Administrative Offices from a prospective third-party tenant, Landlord shall provide written notice of such proposal to Tenant, who shall respond in writing to Landlord within ten (10) business days of receipt of such notice as to its intention to match said proposal. In the event Tenant does not respond within such time, then Landlord may accept the proposal from third-party tenant without regard to this Section 6.
7. **Tenant Improvements.** Tenant shall occupy the Leased Premises in an "as-is" condition. Consistent with Section 11 of the Original Lease, any proposed tenant improvements in the Leased Premises shall be approved by Landlord, as well as, as necessary, the City of San Juan Capistrano. Landlord shall not unreasonably withhold approval of requested improvements. Tenant shall be responsible for the costs of any tenant improvements.
8. **Brokerage Fee.** Landlord and Tenant warrant to each other that they have had no dealings with any real estate brokers or agents in connection with the negotiation of this Amendment, except Voit Commercial, agent for Tenant, and Grubb & Ellis, agent for Landlord, and it knows of no other real estate broker or agent who is entitled to a commission in connection with this Amendment. Voit Commercial shall receive a commission from Landlord equal to four percent (4%) of the total lease consideration for the Leased Premises for the 60-month lease of such space, after

reducing therefrom any rent otherwise remaining due under the Original Lease, as amended by the First Amendment. Said amount shall be payable from Landlord to Voit Commercial upon execution of this Second Amendment.

9. **Original Lease Agreement.** Except as expressly provided herein, the provisions of the Original Lease, as amended by the First Amendment, shall remain in full force and effect, and apply to the lease of the Leased Premises, as defined herein. In the event of a conflict between the Lease and this Second Amendment, the provisions of this Second Amendment shall prevail.

IN WITNESS OF THE FOREGOING, the undersigned execute this Amendment to the Purchase Agreement on behalf of Tenant and Landlord.

**CAPISTRANO UNIFIED SCHOOL  
DISTRICT**

Date: March \_\_, 2012

By: \_\_\_\_\_

Name: Joseph M. Farley

Title: Superintendent

**IQINVISION, INC.**

Date: March \_\_, 2012

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**ARCHITECTURAL ROOFING SYSTEMS, INC., dba  
PACIFIC ROOFING SYSTEMS**

Bid No. 1011-10 -- Roofing Repairs and Maintenance Districtwide, called for an original contract period of March 9, 2011 through March 8, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with Architectural Roofing Systems, Inc., dba Pacific Roofing Systems, pursuant to Bid No. 1011-10, shall be extended an additional 12 months, for the period March 9, 2012 through March 8, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on February 29, 2012.

Except as set forth in this Extension Agreement, and Board approved on March 8, 2011, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**Architectural Roofing Systems, Inc. dba  
Pacific Roofing Systems**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Terry Fluent \_\_\_\_\_

\_\_\_\_\_  
Print Name

Director, Purchasing \_\_\_\_\_

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675  
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

December 19, 2011

Alan Stovesand, Vice President  
Architectural Roofing Systems, Inc., dba  
Pacific Roofing Systems  
24271 Cascades Drive  
Laguna Niguel, CA 92677

BOARD OF TRUSTEES  
GARY PRITCHARD, PH. D.  
PRESIDENT

JOHN M. ALPAY  
VICE PRESIDENT

LYNN HATTON  
CLERK

ELEN M. ADDONIZIO

JACK R. BRICK

ANNA BRYSON

SUE PALAZZO

SUPERINTENDENT  
JOSEPH M. FARLEY, Ed.D.

**Subject: Bid No. 1011-10 – Roofing Repairs and Maintenance  
Districtwide**

Dear Mr. Stovesand:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on March 8, 2012.

Newly elected Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to submit reduced costs for the renewal period March 9, 2012 through March 8, 2013. Please provide your proposed pricing on the enclosed Bid Price Sheet. A copy of your current contract pricing is enclosed for your review. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by January 16, 2012.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

Sincerely,

Vicki Byers  
Buyer/Planner, Purchasing

enc.

Page 2 of 19

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO  
RANCHO SANTA MARGARITA • SAN CLEMENTE • SAN JUAN CAPISTRANO

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**BID NO. 1011-10 – ROOFING REPAIRS AND MAINTENANCE  
ARCHITECTURAL ROOFING SYSTEMS, INC., dba  
PACIFIC ROOFING SYSTEMS**

**BID PRICE SHEET  
MARCH 9, 2012 – MARCH 8, 2013**

<b>HOURLY LABOR RATES (Portal to Portal)</b>	<b>Straight Time Per Hour</b>	<b>Overtime Per Hour</b>	<b>Weekend/Holiday Hourly</b>
1. Journeyman Roofer			
2. Apprentice Roofer			

NOTE: ALL APPRENTICES MUST BE 70% OR GREATER

<b>ROOFING WORK</b>		<b>Bid Price BUR</b>	<b>Bid Price Metal</b>	<b>Bid Price Tar &amp; Gravel</b>
3. Standard 3-course work - no preparation	Per Sq Ft			
4. Standard 5-course work - no preparation	Per Sq Ft			
5. Cut and/or clean and 3-course - demolition/removal	Per Sq Ft			
6. Cut and/or clean and 5-course - demolition/removal	Per Sq Ft			
7. Install new wood sleepers - labor only	Per Sq Ft			
8. Spud gravel to felts	Per Sq Ft			
9. Spud slag to felts	Per Sq Ft			
10. Install 18" wide cap sheet, 3-course edges	Per Sq Ft			
11. Install 36" wide cap sheet, 3-course edges	Per Sq Ft			
12. Install cap sheet	Per Sq Ft			
13. Install 2 layer #40 or one layer #80 - set in asphalt	Per Sq Ft			
14. R&R conduit blocks - repair roof	Per Sq Ft			
15. Monoform patch-and-spray work, clean roof, prime with asphalt prime, install monoform at 9 gallons per square, with chopped fiberglass roving at #3 per square, and a coat of nonfibrated aluminum reflected coating at 200 squares minimum size	Per Sq Ft			
16. R&R conduit blocks – repair roof at 201-1,000 squares	Per Sq Ft			
17. R&R conduit blocks – repair roof at 1,001- 2,000 squares	Per Sq Ft			
18. R&R conduit blocks – repair roof at 2,001 + squares	Per Sq Ft			
19. R&R flashing	Per Sq Ft			
20. R&R edge metal	Per Lin Ft			
21. R&R plywood sub-deck	Per Sq Ft			

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**BID NO. 1011-10 – ROOFING REPAIRS AND MAINTENANCE  
ARCHITECTURAL ROOFING SYSTEMS, INC., dba  
PACIFIC ROOFING SYSTEMS**

**BID PRICE SHEET  
MARCH 9, 2012 – MARCH 8, 2013**

<b>PVC ROOF SYSTEM</b>		<b>Bid Price</b>
22. Standard PVC roofing membrane, heat welded over approved separation sheet	Per Sq Ft	
23. R&R flashing	Per Sq Ft	
24. R&R edge metal	Per Lin Ft	
25. R&R plywood sub-deck	Per Sq Ft	
26. R&R dens-deck	Per Sq Ft	

<b>CLAY TILE ROOF SYSTEM</b>		<b>Bid Price</b>
27. US two-piece tile with copper tie-down system and 1 square modified underlayment	Per Sq Ft	
28. R&R flashing	Per Sq Ft	
29. R&R edge metal	Per Lin Ft	
30. R&R plywood sub-deck	Per Sq Ft	

<b>INSULATION REPAIRS</b>		<b>Bid Price</b>
31. R19, #2 density foam insulation 3/4" thick, installed with 1 mechanical fastener per 3 SF	Per Sq Ft	

**Annual roof inspection and maintenance to roof systems. Inspection and maintenance to include all cleaning of debris on roof area, drains, and downspouts. Inspection and maintenance of all general flashings, including, but not limited to pipe flashings, wall flashings, base flashings, drains, equipment platforms, and counter flashings. Price by square feet**

	<b>PVC</b>	<b>BUR</b>	<b>TILE</b>	<b>METAL</b>
First Year				
Second year				
Third Year				
Fourth Year				
Fifth Year				

MARCH 9, 2011 to MARCH 8, 2012

BID NO. 1011-10  
ROOFING REPAIRS AND MAINTENANCE DISTRICTWIDE

**Capistrano Unified School District**

**Bid No. 1011-10  
Roofing Repairs and Maintenance  
Districtwide**

**Bid Price Sheet**

The bid will be awarded to the contractor who has the lowest overall pricing based on three job scenarios that will be passed out at the bid opening.

All pricing herein to include all standard tools, supplies, equipment and mileage normally required to complete the job.

**Note: Bid prices for labor may no be lower than the applicable Prevailing Wage for the specified work. See Specification, Section I. General - Prevailing Wage and General Conditions, Article 48 – Wage Rates, Travel and Subsistence.**

<b>HOURLY LABOR RATES (Portal to Portal)</b>	<b>Straight Time Per Hour</b>	<b>Overtime Per Hour</b>	<b>Weekend/Holiday Hourly</b>
1. Journeyman Roofer	\$ 95.00	\$ 103.00	\$ 124.00
2. Apprentice Roofer	\$ 72.00	\$ 95.00	\$ 102.00

NOTE: ALL APPRENTICES MUST BE 70% OR GREATER

<b>ROOFING WORK</b>		<b>Bid Price BUR</b>	<b>Bid Price Metal</b>	<b>Bid Price Tar &amp; Gravel</b>
3. Standard 3-course work - no preparation	Per Sq Ft	\$ 1.85	\$ 4.00	\$ 2.00
4. Standard 5-course work - no preparation	Per Sq Ft	\$ 2.45	\$ 6.00	\$ 2.55
5. Cut and/or clean and 3-course - demolition/removal	Per Sq Ft	\$ 0.76	\$ 1.02	\$ 0.98
6. Cut and/or clean and 5-course - demolition/removal	Per Sq Ft	\$ 1.04	\$ 1.75	\$ 1.36
7. Install new wood sleepers - labor only	Per Sq Ft	\$ 2.50	\$ 2.50	\$ 2.50
8. Spud gravel to felts	Per Sq Ft	\$ 1.25	\$ 2.00	\$ 1.25
9. Spud slag to felts	Per Sq Ft	\$ 1.25	\$ 2.00	\$ 1.25
10. Install 18" wide cap sheet, 3-course edges	Per Sq Ft	\$ 1.05	\$ 2.50	\$ 1.05
11. Install 36" wide cap sheet, 3-course edges	Per Sq Ft	\$ 1.85	\$ 3.25	\$ 1.85
12. Install cap sheet	Per Sq Ft	\$ 0.90	\$ 1.50	\$ 0.90
13. Install 2 layer #40 or one layer #80 - set in asphalt	Per Sq Ft	\$ 1.25	\$ 2.00	\$ 1.25
14. R&R conduit blocks - repair roof	Per Sq Ft	\$ 1.10	\$ 1.10	\$ 1.10

Bid Form 2

Capistrano Unified School District

MARCH 9, 2011 to MARCH 8, 2012

BID NO. 1011-10  
ROOFING REPAIRS AND MAINTENANCE DISTRICTWIDE

		Bid Price BUR	Bid Price Metal	Bid Price Tar & Gravel
<b>ROOFING WORK</b>				
15. Monoform patch-and-spray work, clean roof, prime with asphalt prime, install monoform at 9 gallons per square, with chopped fiberglass roving at #3 per square, and a coat of nonfibrated aluminum reflected coating at 200 squares minimum size	Per Sq Ft	\$2.85	\$2.85	\$2.85
16. R&R conduit blocks – repair roof at 201-1,000 squares	Per Sq Ft	\$1.10	\$1.10	\$1.10
17. R&R conduit blocks – repair roof at 1,001-2,000 squares	Per Sq Ft	\$1.10	\$1.10	\$1.10
18. R&R conduit blocks – repair roof at 2,001 + squares	Per Sq Ft	\$1.10	\$1.10	\$1.10
19. R&R flashing	Per Sq Ft	\$2.75	\$3.50	\$2.75
20. R&R edge metal	Per Lin Ft	\$2.75	\$3.50	\$2.75
21. R&R plywood sub-deck	Per Sq Ft	\$2.05	\$2.05	\$2.05

		Bid Price
<b>PVC ROOF SYSTEM</b>		
22. Standard PVC roofing membrane, heat welded over approved separation sheet	Per Sq Ft	\$2.20
23. R&R flashing	Per Sq Ft	\$6.25
24. R&R edge metal	Per Lin Ft	\$6.25
25. R&R plywood sub-deck	Per Sq Ft	\$2.05
26. R&R dens-deck	Per Sq Ft	\$0.95

		Bid Price
<b>CLAY TILE ROOF SYSTEM</b>		
27. US two-piece tile with copper tie-down system and 1 square modified underlayment	Per Sq Ft	\$5.40
28. R&R flashing	Per Sq Ft	\$2.75
29. R&R edge metal	Per Lin Ft	\$2.75
30. R&R plywood sub-deck	Per Sq Ft	\$2.05

Bid Form 3

Capistano Unified School District

MARCH 9, 2011 to MARCH 8, 2012

BID NO. 1011-10  
ROOFING REPAIRS AND MAINTENANCE DISTRICTWIDE

INSULATION REPAIRS		Bid Price
31. R19, #2 density foam insulation 3/4" thick, installed with 1 mechanical fastener per 3 SF	Per Sq Ft	\$1.62

**Annual roof inspection and maintenance to roof systems. Inspection and maintenance to include all cleaning of debris on roof area, drains, and downspouts. Inspection and maintenance of all general flashings, including, but not limited to pipe flashings, wall flashings, base flashings, drains, equipment platforms, and counter flashings. Price by square feet**

	PVC	BUR	TILE	METAL
First Year	\$0.65	\$0.65	\$0.65	\$0.65
Second year	\$0.65	\$0.65	\$0.65	\$0.65
Third Year	\$0.65	\$0.65	\$0.65	\$0.65
Fourth Year	\$0.65	\$0.65	\$0.65	\$0.65
Fifth Year	\$0.65	\$0.65	\$0.65	\$0.65

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the

Bid Form 4



January 16, 2012

Vicki Byers  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

Subject: Bid No. 1011-10 Roofing Repairs and Maintenance Districtwide

Dear Ms. Byers:

We are in receipt of your letter dated December 19, 2011. In the letter the District has asked Pacific Roofing Systems to provide reduced costs for the renewal period. The challenge is majority of the Roof Manufacturers have increased their materials cost over the past calendar year. This means Pacific Roofing Systems will pay more for materials without the ability to pass on the price increases. In light of the financial emergency, Pacific Roofing Systems has amended pricing as best as possible. Various prices could not be amended as they would fall below raw material costs.

Pacific Roofing Systems does wish to extend the contract for an additional 12-month period.

Thank you for your understanding.

Regards,

A handwritten signature in black ink, appearing to read "J. Stovesand", is written over a horizontal line.

Alan Stovesand  
Vice President

P.O. Box 454  
Dana Point, CA 92629

949.495.4200 phone  
949.495.4674 fax

CAPISTRANO UNIFIED SCHOOL DISTRICT

**BID NO. 1011-10 – ROOFING REPAIRS AND MAINTENANCE**  
**ARCHITECTURAL ROOFING SYSTEMS, INC., dba**  
**PACIFIC ROOFING SYSTEMS**

**BID PRICE SHEET**  
**MARCH 9, 2012 – MARCH 8, 2013**

<b>HOURLY LABOR RATES (Portal to Portal)</b>	<b>Straight Time Per Hour</b>	<b>Overtime Per Hour</b>	<b>Weekend/Holiday Hourly</b>
1. Journeyman Roofer	\$ 85.00	\$ 103.00	\$ 124.00
2. Apprentice Roofer	\$ 72.00	\$ 95.00	\$ 102.00

NOTE: ALL APPRENTICES MUST BE 70% OR GREATER

<b>ROOFING WORK</b>		<b>Bid Price BUR</b>	<b>Bid Price Metal</b>	<b>Bid Price Tar &amp; Gravel</b>
3. Standard 3-course work - no preparation	Per Sq Ft	\$ 1.85	\$ 4.00	\$ 2.00
4. Standard 5-course work - no preparation	Per Sq Ft	\$ 2.45	\$ 6.00	\$ 2.55
5. Cut and/or clean and 3-course - demolition/removal	Per Sq Ft	\$ 0.76	\$ 1.02	\$ 0.98
6. Cut and/or clean and 5-course - demolition/removal	Per Sq Ft	\$ 1.04	\$ 1.75	\$ 1.36
7. Install new wood sleepers - labor only	Per Sq Ft	\$ 2.47	\$ 2.47	\$ 2.47
8. Spud gravel to felts	Per Sq Ft	\$ 1.22	\$ 1.97	\$ 1.22
9. Spud slag to felts	Per Sq Ft	\$ 1.22	\$ 1.97	\$ 1.22
10. Install 18" wide cap sheet, 3-course edges	Per Sq Ft	\$ 1.02	\$ 2.47	\$ 1.02
11. Install 36" wide cap sheet, 3-course edges	Per Sq Ft	\$ 1.82	\$ 3.22	\$ 1.82
12. Install cap sheet	Per Sq Ft	\$ 0.87	\$ 1.47	\$ 0.87
13. Install 2 layer #40 or one layer #80 - set in asphalt	Per Sq Ft	\$ 1.22	\$ 1.97	\$ 1.22
14. R&R conduit blocks - repair roof	Per Sq Ft	\$ 1.07	\$ 1.07	\$ 1.07
15. Monoform patch-and-spray work, clean roof, prime with asphalt prime, install monoform at 9 gallons per square, with chopped fiberglass roving at #3 per square, and a coat of nonfibrated aluminum reflected coating at 200 squares minimum size	Per Sq Ft	\$ 2.76	\$ 2.76	2.76
16. R&R conduit blocks – repair roof at 201-1,000 squares	Per Sq Ft	\$ 1.07	\$ 1.10	\$ 1.10
17. R&R conduit blocks – repair roof at 1,001- 2,000 squares	Per Sq Ft	\$ 1.07	\$ 1.10	\$ 1.10
18. R&R conduit blocks – repair roof at 2,001 + squares	Per Sq Ft	\$ 1.07	\$ 1.10	\$ 1.10
19. R&R flashing	Per Sq Ft	\$ 2.67	\$ 3.40	\$ 2.67
20. R&R edge metal	Per Lin Ft	\$ 2.67	\$ 3.40	\$ 2.67
21. R&R plywood sub-deck	Per Sq Ft	\$ 1.99	\$ 1.99	\$ 1.99

CAPISTRANO UNIFIED SCHOOL DISTRICT

**BID NO. 1011-10 – ROOFING REPAIRS AND MAINTENANCE**  
**ARCHITECTURAL ROOFING SYSTEMS, INC., dba**  
**PACIFIC ROOFING SYSTEMS**

**BID PRICE SHEET**  
**MARCH 9, 2012 – MARCH 8, 2013**

<b>PVC ROOF SYSTEM</b>		<b>Bid Price</b>
22. Standard PVC roofing membrane, heat welded over approved separation sheet	Per Sq Ft	\$2.20
23. R&R flashing	Per Sq Ft	\$6.25
24. R&R edge metal	Per Lin Ft	\$6.25
25. R&R plywood sub-deck	Per Sq Ft	\$2.05
26. R&R dens-deck	Per Sq Ft	\$0.95

<b>CLAY TILE ROOF SYSTEM</b>		<b>Bid Price</b>
27. US two-piece tile with copper tie-down system and 1 square modified underlayment	Per Sq Ft	\$5.24
28. R&R flashing	Per Sq Ft	\$2.75
29. R&R edge metal	Per Lin Ft	\$2.75
30. R&R plywood sub-deck	Per Sq Ft	\$2.05

<b>INSULATION REPAIRS</b>		<b>Bid Price</b>
31. R19, #2 density foam insulation 3/4" thick, installed with 1 mechanical fastener per 3 SF	Per Sq Ft	\$1.62

**Annual roof inspection and maintenance to roof systems. Inspection and maintenance to include all cleaning of debris on roof area, drains, and downspouts. Inspection and maintenance of all general flashings, including, but not limited to pipe flashings, wall flashings, base flashings, drains, equipment platforms, and counter flashings. Price by square feet**

	PVC	BUR	TILE	METAL
First Year	\$0.65	\$0.65	\$0.65	\$0.65
Second year	\$0.65	\$0.65	\$0.65	\$0.65
Third Year	\$0.65	\$0.65	\$0.65	\$0.65
Fourth Year	\$0.65	\$0.65	\$0.65	\$0.65
Fifth Year	\$0.65	\$0.65	\$0.65	\$0.65

## AGREEMENT

THIS AGREEMENT, dated March 9, 2011, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT"), and Architectural Roofing Systems, Inc., (hereinafter referred to as "CONTRACTOR"). dba Pacific Roofing Systems

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **Bid No. 1011-10, ROOFING REPAIRS AND MAINTENANCE DISTRICTWIDE** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, DISTRICT'S Labor Compliance Program, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum as specified in attached bid price sheet.

4. The work shall be commenced on or before the seventh (7<sup>th</sup>) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within **thirty (30)** consecutive calendar days from the date specified in the Notice to Proceed. The initial term of this agreement will commence March 9, 2011, and continue through March 8, 2012, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$200.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. **Termination for Cause or Nonappropriation.** In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

**Termination for Convenience.** DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;

- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than	<b>\$1,000,000.00</b>
--	-----------------------

and

Subject to the same limit for each person on account of one accident, in an amount not less than	<b>\$1,000,000.00</b>
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Property Damage Insurance in an amount not less than	<b>\$1,000,000.00</b>
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Course of Construction Insurance without exclusion or limitation in an amount not less than	<b>\$1,000,000.00</b>
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Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or

property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR'S expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

11. CONTRACTOR agrees that the work required to be performed by the CONTRACTOR and each subcontractor on the Project shall be subject to the payment of general prevailing rates of per diem wages, as described in the Labor Code. The DISTRICT has a Labor Compliance Program ("LCP") initially approved on May 6, 2003 by the California Department of Industrial Relations pursuant to Labor Code Section 1771.7. CONTRACTOR and each subcontractor on the Project agree to comply with the DISTRICT'S LCP. The DISTRICT'S LCP is incorporated herein as if fully set forth. The District Labor Compliance Program may be subject to change based upon any new information provided by the DIR.

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of CA, and that ALAN STOVESAND, whose title is V. P., is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not

inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

By: Terry Fluent  
Signature

Terry Fluent  
Print Name

Director, Purchasing  
Title

CONTRACTOR

By: Alan Stovesand  
Signature

ALAN STOVESAND  
Print Name

V. P.  
Title

898367  
Contractor's License No.

208647481  
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,  
if corporation)

BID NO. 1011-10  
ROOFING REPAIRS AND MAINTENANCE DISTRICTWIDE

**Capistrano Unified School District**

**Bid No. 1011-10  
Roofing Repairs and Maintenance  
Districtwide**

**Bid Price Sheet**

The bid will be awarded to the contractor who has the lowest overall pricing based on three job scenarios that will be passed out at the bid opening.

All pricing herein to include all standard tools, supplies, equipment and mileage normally required to complete the job.

**Note: Bid prices for labor may no be lower than the applicable Prevailing Wage for the specified work. See Specification, Section I. General - Prevailing Wage and General Conditions, Article 48 – Wage Rates, Travel and Subsistence.**

<b>HOURLY LABOR RATES (Portal to Portal)</b>	<b>Straight Time Per Hour</b>	<b>Overtime Per Hour</b>	<b>Weekend/Holiday Hourly</b>
1. Journeyman Roofer	\$ 85.00	\$ 103.00	\$ 124.00
2. Apprentice Roofer	\$ 72.00	\$ 95.00	\$ 102.00

NOTE: ALL APPRENTICES MUST BE 70% OR GREATER

<b>ROOFING WORK</b>		<b>Bid Price BUR</b>	<b>Bid Price Metal</b>	<b>Bid Price Tar &amp; Gravel</b>
3. Standard 3-course work - no preparation	Per Sq Ft	\$ 1.85	\$ 4.00	\$ 2.00
4. Standard 5-course work - no preparation	Per Sq Ft	\$ 2.45	\$ 6.00	\$ 2.55
5. Cut and/or clean and 3-course - demolition/removal	Per Sq Ft	\$ 0.76	\$ 1.02	\$ 0.98
6. Cut and/or clean and 5-course - demolition/removal	Per Sq Ft	\$ 1.04	\$ 1.75	\$ 1.36
7. Install new wood sleepers - labor only	Per Sq Ft	\$ 2.50	\$ 2.50	\$ 2.50
8. Spud gravel to felts	Per Sq Ft	\$ 1.25	\$ 2.00	\$ 1.25
9. Spud slag to felts	Per Sq Ft	\$ 1.25	\$ 2.00	\$ 1.25
10. Install 18" wide cap sheet, 3-course edges	Per Sq Ft	\$ 1.05	\$ 2.50	\$ 1.05
11. Install 36" wide cap sheet, 3-course edges	Per Sq Ft	\$ 1.85	\$ 3.25	\$ 1.85
12. Install cap sheet	Per Sq Ft	\$ 0.90	\$ 1.50	\$ 0.90
13. Install 2 layer #40 or one layer #80 - set in asphalt	Per Sq Ft	\$ 1.25	\$ 2.00	\$ 1.25
14. R&R conduit blocks - repair roof	Per Sq Ft	\$ 1.10	\$ 1.10	\$ 1.10

Bid Form 2

BID NO. 1011-10  
ROOFING REPAIRS AND MAINTENANCE DISTRICTWIDE

		Bid Price BUR	Bid Price Metal	Bid Price Tar & Gravel
<b>ROOFING WORK</b>				
15. Monoform patch-and-spray work, clean roof, prime with asphalt prime, install monoform at 9 gallons per square, with chopped fiberglass roving at #3 per square, and a coat of nonfibrated aluminum reflected coating at 200 squares minimum size	Per Sq Ft	\$2.85	\$2.85	\$2.85
16. R&R conduit blocks – repair roof at 201-1,000 squares	Per Sq Ft	\$1.10	\$1.10	\$1.10
17. R&R conduit blocks – repair roof at 1,001-2,000 squares	Per Sq Ft	\$1.10	\$1.10	\$1.10
18. R&R conduit blocks – repair roof at 2,001 + squares	Per Sq Ft	\$1.10	\$1.10	\$1.10
19. R&R flashing	Per Sq Ft	\$2.75	\$3.50	\$2.75
20. R&R edge metal	Per Lin Ft	\$2.75	\$3.50	\$2.75
21. R&R plywood sub-deck	Per Sq Ft	\$2.05	\$2.05	\$2.05

		Bid Price
<b>PVC ROOF SYSTEM</b>		
22. Standard PVC roofing membrane, heat welded over approved separation sheet	Per Sq Ft	\$2.20
23. R&R flashing	Per Sq Ft	\$6.25
24. R&R edge metal	Per Lin Ft	\$6.25
25. R&R plywood sub-deck	Per Sq Ft	\$2.05
26. R&R dens-deck	Per Sq Ft	\$0.95

		Bid Price
<b>CLAY TILE ROOF SYSTEM</b>		
27. US two-piece tile with copper tie-down system and 1 square modified underlayment	Per Sq Ft	\$5.40
28. R&R flashing	Per Sq Ft	\$2.75
29. R&R edge metal	Per Lin Ft	\$2.75
30. R&R plywood sub-deck	Per Sq Ft	\$2.05

Bid Form 3

BID NO. 1011-10  
ROOFING REPAIRS AND MAINTENANCE DISTRICTWIDE

INSULATION REPAIRS		Bid Price
31. R19, #2 density foam insulation 3/4" thick, installed with 1 mechanical fastener per 3 SF	Per Sq Ft	\$/. 62

**Annual roof inspection and maintenance to roof systems. Inspection and maintenance to include all cleaning of debris on roof area, drains, and downspouts. Inspection and maintenance of all general flashings, including, but not limited to pipe flashings, wall flashings, base flashings, drains, equipment platforms, and counter flashings. Price by square feet**

	PVC	BUR	TILE	METAL
First Year	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65
Second year	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65
Third Year	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65
Fourth Year	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65
Fifth Year	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the

Bid Form 4



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 29, 2012  
Classified Employees

**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Alva, Christie	BIngl Comm Svcs Liaison	Voluntary	11/29/2010	02/23/2012
2. Brumfield, Elizabeth	Health Asst	Voluntary	11/26/2001	03/30/2012
3. Galloway, Nicholas	ASB Worker	District Initiated	11/22/2010	02/01/2012
4. Gunnell, Saralinda	BIngl Comm Svcs Liaison	Voluntary	11/14/2011	02/03/2012
5. Kretch, Mary Ann	HS Library Media Clerk	Retirement	10/05/1998	05/11/2012
6. Ortega Jr., Francisco	Custodian IV	Other Employment	07/01/1997	02/24/2012
7. Richie, Virginia	Sub Inst Asst-Sp Ed Presch Sub Inst Asst-Sp Ed Sub IF-Sp Ed	District Initiated	03/24/2008	02/03/2012
8. Rodriguez, Amy	Student Supvr	Voluntary	09/07/2011	01/05/2012
9. Taylor, Laurie	Sub FS Worker	Other Employment	11/29/2010	11/03/2012
10. Williams, Ashley	Sub IF-Sp Ed Sub Discrete Trial Asst	No Response to TB Letter	06/12/2008	02/02/2012
11. Workman, Terri	Inst Asst	Voluntary	10/24/2011	01/31/2012

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
12. Brumfield, Elizabeth	Health Asst	\$16.74 hr	R27-1	04/02/2012
13. Greenup, Behnaz	Inst Asst-Sp Ed Presch Inst Asst-Sp Ed	\$13.74 hr \$14.08 hr	R19-1 R20-1	03/01/2012
14. Hoang, Amanda	IBI Asst/Tutor	\$15.54 hr	R24-1	03/01/2012
15. Nuno, Osvaldo	Custodian I	\$16.33 hr	R26-1	03/01/2012
16. Osorio, Michael	Custodian I	\$16.33 hr	R26-1	03/01/2012
17. Telford, Holly	MS Campus Supvr HS Campus Supvr	\$15.16 hr \$15.93 hr	R23-1 R25-1	03/01/2012

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
18. Ryan, Cameron	Student Worker	\$ 8.00 hr	11/14/2011- 06/15/2012
19. Small, Kelly	Student Supervisor	\$10.00 hr	01/17/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 29, 2012  
Classified Employees

**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
20. Awender, Richard	Baseball, Varsity (Asst)	Capistrano Valley HS	\$2,609.00	02/24/2012-05/11/2012
21. Baker, Cary	Softball, Varsity (Head)	San Juan Hills HS	\$3,390.00	01/01/2012-05/04/2012
22. Coakley, Raleigh	Soccer, Girls Varsity (Asst)	Dana Hills HS	\$2,609.00	11/21/2011-02/10/2012
23. Didier, Dave	Softball, Varsity (Asst)	San Juan Hills HS	\$2,967.00	01/01/2012-05/04/2012
24. Dodge, Randy	Soccer, Boys Varsity (Head)	Aliso Niguel HS	\$3,261.00	11/21/2011-02/09/2012
	Soccer, Girls Varsity (Head)	Aliso Niguel HS	\$3,261.00	11/21/2011-02/09/2012
25. Eaton, Patrick	Volleyball, Boys Varsity (Asst)	Tesoro HS	\$2,609.00	02/04/2012-05/02/2012
26. Fasola, Patty	Track, Girls Varsity (Head)	Tesoro HS	\$3,478.00	02/04/2012-05/04/2012
27. Hardeman, Jessie	Soccer, Boys (Asst)	San Clemente HS	\$2,609.00	11/14/2011-02/20/2012
28. Jenkins, Patrick	Lacrosse, Varsity (Head)	Aliso Niguel HS	\$3,261.00	02/06/2012-05/14/2012
29. Johnson Jr., Edmond	Basketball, Girls Varsity (Head)	Aliso Niguel HS	\$3,478.00	11/21/2011-02/09/2012
30. Lewis, Courtney	Soccer, Girls Varsity (Head)	Tesoro HS	\$2,609.00	11/21/2011-02/10/2012
31. Machado, Terri	Tennis, Varsity (Head)	Capistrano Valley HS	\$3,261.00	02/24/2012-05/04/2012
32. Matsushima, Maxx	Swimming, Boys Varsity (Asst)	Capistrano Valley HS	\$2,609.00	02/24/2012-05/04/2012
33. Nelson, Nikolas	Baseball, Varsity (Asst)	Tesoro HS	\$3,044.00	02/04/2012-05/11/2012
34. Roquemore, Scott	Soccer, Boys Varsity (Asst)	Aliso Niguel HS	\$2,609.00	11/21/2011-02/09/2012
35. Sarber, Ron	Basketball, Girls Varsity (Asst)	San Juan Hills HS	\$3,044.00	11/01/2011-01/31/2012
36. Trevino, Ricardo	Wrestling, Varsity (Asst)	Aliso Niguel HS	\$2,609.00	11/21/2011-02/09/2012
37. Weltner, Joseph	Wrestling, Varsity (Asst)	Tesoro HS	\$2,543.00	11/21/2011-02/10/2012
38. Ziencina, Taylor	Soccer, Girls Varsity (Asst)	Tesoro HS	\$2,609.00	11/21/2011-02/11/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 29, 2012  
Classified Employees

**APPROVE CIF CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
39. Donaldson, Mark	Cross Country, Boys Varsity (Head)	Tesoro HS	\$ 326.10	11/21/2011- 11/27/2011
40. Fasola, Patty	Cross Country, Girls Varsity (Head)	Tesoro HS	\$ 326.10	11/21/2011- 11/27/2011
41. Schmit-Kallas, Joel	Lacrosse, Boys Varsity (Head)	Capistrano Valley HS	\$3,261.00	02/24/2012- 05/11/2012
42. Whieldon, Randy	Basketball, Varsity (Asst)	Capistrano Valley HS	\$3,044.00	11/21/2012- 02/10/2012

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
43. Biehn, Roger	Baseball, (Asst)	Capistrano Valley HS	\$1,000.00	02/24/2012- 05/11/2012
44. Boshers, Tiffayn	Basketball, Girls (Asst)	Capistrano Valley HS	\$2,500.00	11/21/2011- 02/10/2012
45. Brown, Rebecca	Tennis, Boys (Asst)	Tesoro HS	\$3,000.00	02/24/2012- 05/04/2012
46. Bustos, Arturo	Soccer, Boys (Asst)	San Juan Hills HS	\$2,000.00	11/01/2011- 01/31/2012
47. Cascardo, Matthew	Baseball, (Asst)	Tesoro HS	\$1,000.00	02/04/2012- 05/11/2012
48. Contestabile, Jocelyn	Softball, Strength & Conditioning	Capistrano Valley HS	\$ 400.00	10/01/2011- 02/01/2012
49. Cooper, Trenton	Lacrosse, (Asst)	Aliso Niguel HS	\$3,500.00	12/12/2011- 06/01/2012
50. Couch, Amanda	Soccer, Girls (Asst)	Aliso Niguel HS	\$1,000.00	11/21/2011- 02/09/2012
51. Davies-Morris, Brittany	Lacrosse, Girls (Asst)	Tesoro HS	\$2,608.86	02/04/2012- 05/11/2012
52. Denaro, Rachelle	Water Polo, Girls (Asst)	Tesoro HS	\$3,261.08	11/21/2011- 02/10/2012
53. Deverrick, Georgo	Soccer, Girls (Asst)	Tesoro HS	\$2,174.05	11/21/2011- 02/10/2012
54. Efstathiou, Jason	Basketball, (Asst)	Aliso Niguel HS	\$2,800.00	11/21/2011- 02/09/2012
55. Fleming, Douglas	Basketball, (Asst)	Aliso Niguel HS	\$2,300.00	11/21/2011- 02/09/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 29, 2012  
Classified Employees

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
56. Gambina, Nico	Basketball, (Asst)	Aliso Niguel HS	\$1,700.00	11/21/2011-02/09/2012
57. Gillebaard, Paul	Track, (Asst)	Tesoro HS	\$2,200.00	02/24/2012-05/04/2012
58. Grajales, Jazmin	Softball, (Asst)	San Juan Hills HS	\$2,300.00	01/01/2012-05/04/2012
59. Hosseinzadeh, Salar	Wrestling, JV (Asst)	Aliso Niguel HS	\$2,000.00	11/21/2011-02/09/2012
60. Igram, Spencer	Wrestling, (Asst)	Capistrano Valley HS	\$2,500.00	11/21/2011-02/10/2012
61. Ilich, Nikola	Soccer, Boys (Asst)	Aliso Niguel HS	\$1,000.00	11/21/2011-02/09/2012
62. Jones, Sarah	Basketball, Girls Varsity (Asst)	Aliso Niguel HS	\$1,700.00	11/21/2011-02/09/2012
63. Kaleb, Melissa	Swimming, Girls (Asst)	Capistrano Valley HS	\$2,543.00	02/24/2012-05/04/2012
64. Kendrick, Mare	Softball, Strength & Conditioning	Capistrano Valley HS	\$ 800.00	10/01/2011-02/01/2012
65. Leigh, Alexander	Vocal Director	Aliso Niguel HS	\$2,000.00	01/09/2012-05/05/2012
66. MacIntosh, Casey	Football, (Asst)	San Clemente HS	\$ 550.00	08/11/2011-11/14/2011
67. Miyake, Darin	Baseball, Strength & Conditioning	Dana Hills HS	\$2,000.00	10/01/2011-02/02/2012
68. Montecinos, Oscar	Baseball, (Asst)	San Clemente HS	\$1,500.00	02/13/2012-05/11/2012
69. Mueller, Krista	Water Polo, Girls (Asst)	Aliso Niguel HS	\$2,300.00	11/21/2011-02/09/2012
70. Noland, John	Basketball, (Asst)	Aliso Niguel HS	\$ 500.00	11/18/2011-12/10/2011
71. Parra, Cristina	Softball, (Asst)	San Juan Hills HS	\$2,200.00	01/01/2012-05/04/2012
72. Pomeroy, Bob	Baseball, (Asst)	Capistrano Valley HS	\$1,000.00	02/24/2012-05/11/2012
73. Price, Ryan	Basketball, (Asst)	Aliso Niguel HS	\$2,300.00	11/21/2011-02/09/2012
74. Samuelson, Mark	Baseball, (Asst)	Aliso Niguel HS	\$1,000.00	11/18/2011-12/10/2011
75. Savalle, Mark	Wrestling, (Asst)	Dana Hills HS	\$2,000.00	10/07/2011-02/10/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 29, 2012  
Classified Employees

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
76. Scudder, Judy	Dance	Vista del Mar MS	\$1,000.00	01/10/2012-02/27/2012
77. Skachenko, Lauren	Soccer, Girls (Asst)	Aliso Niguel HS	\$1,000.00	11/21/2011-02/09/2012
78. Sundin, Lindsey	Basketball, Girls (Asst)	San Clemente HS	\$2,500.00	11/14/2011-02/10/2012
79. Torrie, Benjamin	Baseball, (Asst)	Tesoro HS	\$2,000.00	02/04/2012-05/11/2012
80. Vitela, Estephanie	Colorguard	Capistrano Valley HS	\$6,000.00	01/10/2012-06/30/2012
81. Wagner, Mark	Baseball, (Asst)	Tesoro HS	\$1,000.00	02/04/2012-05/11/2012
82. Zamora, Peter	Baseball, (Asst)	Capistrano Valley HS	\$1,000.00	02/24/2012-05/11/2012

**APPROVE EMPLOYMENT PENDING CLEARANCES**

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
83. Clark, Tiffany	Occupational Therapist (12mo/40hpw)	\$5,792.06 mo	R55-1	03/01/2012

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
84. Johnson, Hannah	Inst Asst-Sp Ed Presch (9.5mo/17.5hpw)	\$13.74 hr	R19-1	03/01/2012
85. Mason, Candice	Inst Asst-ELD (9.5mo/17.5hpw)	\$13.74 hr	R19-1	03/01/2012
86. Mills, Brynn	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	03/01/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 29, 2012  
Classified Employees

**APPROVE PROMOTION**

<u>Name</u>	<u>Former Classification</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
87. Gonzalez, Martin	Custodian I (12mo/40hpw)	Temp Custodian II (12mo/40hpw)	R28-6	12/31/2011- 01/05/2012
88. Montelongo, Isela	Account Clerk III (12mo/40hpw)	Accounting Tech II (12mo/40hpw)	R37-20	03/01/2012

**APPROVE ASSIGNMENT ADJUSTMENTS**

<u>Name</u>	<u>Former Classification</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
89. Leetch, Katie	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/35hpw)	R22-1	03/01/2012

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
90. Blanco, Margaret	Blngl Elem Schl Clerk NTE 1 hr (Translate for IEP and parent conference)	10/13/2011
91. Brierley, Magdalena	Presch Teacher NTE 12 hrs (Prep for supplemental after school tutoring program) NTE 27 hrs (Provide after school tutoring)	12/13/2011- 05/30/2012  01/23/2012- 06/22/2012
92. Cabrera, Alicia	Blngl Comm Svcs Liaison NTE 2 hrs (Translate for IEP and parent conference)	02/01/2012
93. Cibrian, Maria	Student Supvr NTE 13.5 hrs (Provide after school supervision )	01/23/2012- 05/16/2012
94. Corner, Stacie	Presch Teacher NTE 12 hrs (Prep for after school tutoring program)	12/13/2011- 05/30/2012
95. Crowe, Carmen	Blngl Comm Svcs Liaison NTE 2 hrs (Translate for IEP) NTE 2.5 hrs (Provide Spanish translation for PTA meeting)	01/20/2012  01/31/2012
96. DeCota, Marta	Blngl Inst Asst NTE 40 hrs (Provide support for intervention program)	02/29/2012- 06/21/2012
97. Diaz, Gloria	Presch Teacher NTE 12 hrs (Prep for after school tutoring program)	12/13/2011- 05/30/2012
98. Groves, Kaytee	Student Supvr NTE 4 hrs per week (Provide childcare)	01/03/2012- 06/21/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 29, 2012  
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
99. Kibic, Gilda	Student Supvr NTE 40 hrs (Provide student supervision)	02/01/2012- 06/30/2012
100. McCulloch, Sonia	Blngl Inst Asst NTE 20 hrs (Translate for IEP's and parent conferences)	12/01/2011- 06/21/2012
101. Merryman, Monique	IF-Sp Ed NTE 16 hrs (Attend science camp)	01/30/2012- 02/03/2012
102. Ortega, Carmen	Blngl Inst Asst NTE 20 hrs (Translate for IEP's and parent conferences)	12/01/2011- 06/21/2012
103. Poudrier, Cindy	Presch Teacher NTE 12 hrs (Prep for after school tutoring program)	12/13/2011- 05/30/2012
104. Scinico, Dorcas	Presch Teacher NTE 6 hrs (Conduct parent conferences)	11/18/2011
105. Stocksdales, Carol	Inst Asst-Science NTE 2 hrs (Planning and event for science week activity)	01/30/2012- 03/30/2012
106. Tavernetti, Carmen	Blngl Comm Svcs Liaison NTE 3 hrs (Translate for IEP and parent conference) NTE 3 hrs (Translate for IEP and parent conference)	01/13/2012 01/25/2012
107. Tullie, Carol	Testing Assistant NTE 3.75 hrs (Provide CELDT to EL students)	12/15/2011- 12/30/2011
108. Valenzuela, Othon	Inst Asst NTE 2 hrs (Assist in computer lab) NTE 2 hrs (Assist in computer lab)	02/03/2011- 02/16/2012 02/21/2011- 03/02/2012
109. Vannatta, Olivia	Student Supvr NTE 40 hrs (Provide student supervising)	02/01/2012- 06/30/2012
110. Vargus, Sonia	Student Supvr NTE 13.5 hrs (Provide student supervision)	01/23/2012- 05/16/2012
111. Verdugo, Annie	Blngl Inst Asst NTE 40 hrs (Translate for IEP's and parent conferences)	09/01/2011- 06/30/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 29, 2012  
Classified Employees

**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED  
FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Assignment</u>	<u>Classification Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
112. Crowe, Carmen	Blngl Comm Svcs Liaison (9.5mo/30hpw)	Student Supvr	\$10.00 hr	01/23/2012- 05/16/2012
113. Florio, Tom	Inst Asst (9.5mo/17.5hpw)	IF-Sp Ed	R22-10	09/20/2011 01/03/2012- 02/20/2012
114. Fowler, Kevin	HS Campus Supvr (9.5mo/17.5hpw)	Opportunity Asst	R24-5	12/01/2011- 06/20/2012
115. Mohammadi, Lili	Inst Asst (9.5mo/15hpw)	Blngl Inst Asst	R21-20	12/12/2011
116. Ream, Regina	HS Campus Supvr (9.5mo/17.5hpw)	Opportunity Asst	R24-2	12/01/2011- 06/06/2012
117. Szabo, Susan	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-2	12/13/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 29, 2012  
Certificated Employees

**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Merritt, Katrina	Substitute Teacher	Voluntary	01/03/2006	02/07/2012
2. Pearce, Deanna	Substitute Teacher	Other Employment	10/19/2011	02/06/2012
3. Seufert, Debra	Substitute Teacher	Other Employment	10/18/2011	02/02/2012

**APPROVE SUBSTITUTE TEACHERS**

Pay @ \$90.00 per day

4. Brosamer, Sharon	8. Luce, Joanna
5. Chavez, Jose	9. Nguyen, Huy
6. Diamond, Julian	10. Ross, Tara
7. Erlinger, Pepper	11. Scott, Rwaída

**APPROVE SUBSTITUTE PSYCHOLOGIST**

Pay @ \$175.00 per day

12. Spencer, Shannon

**APPROVE 6/5<sup>th</sup> ASSIGNMENT FULL YEAR**

13. Farrier, Amy\*

**APPROVE 6/5<sup>th</sup> ASSIGNMENT 2<sup>nd</sup> SEMESTER**

14. Addison, Chad**	30. Blanco-Johnson, Syliva**
15. Ahlberg, Mark**	31. Bleidistel, Deanna**
16. Ahmer, Matt**	32. Boggio-Mocnik, Kathy**
17. Albelo, Rafael**	33. Boland, Mary**
18. Anderson, Carol**	34. Bornfield, Dan**
19. Andrews, Phillip**	35. Bowen, Betty**
20. Auerbach, Nathan**	36. Brail, Rick**
21. Avera, Stephanie**	37. Brandt, Mike**
22. Bailey, Lori**	38. Brown, Richard**
23. Baker, John**	39. Burdyslaw, Debbie**
24. Barnaby, Michele**	40. Burke, Shaun**
25. Barragan, Ezequiel**	41. Busenkell, William**
26. Beckler, Ann**	42. Bushkin, Annette**
27. Benjamin, Carolyn**	43. Cadiz, Robin**
28. Benson, Eric**	44. Cahill, Stephan**
29. Binley, Judd**	45. Campbell, Bryan**

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 29, 2012  
Certificated Employees

**APPROVE 6/5<sup>th</sup> ASSIGNMENT 2<sup>nd</sup> SEMESTER (Cont.)**

- |                            |                            |
|----------------------------|----------------------------|
| 46. Carlisle, Bruce**      | 87. Guarino, Jeff**        |
| 47. Carr, Mary**           | 88. Hackstadt, Paul**      |
| 48. Caruso, Heather**      | 89. Haehn, Marilyn**       |
| 49. Castle, John**         | 90. Hallam, John**         |
| 50. Chapman, Mike**        | 91. Hanscome, Lindsey**    |
| 51. Chavez-Rock, Barbara** | 92. Hanson, Craig*         |
| 52. Clarke, Kristine**     | 93. Harnett, Patrick**     |
| 53. Conlon, Michael**      | 94. Hennings, David**      |
| 54. Coppes, Paul**         | 95. Henson, Tom**          |
| 55. Cullinan, Robert**     | 96. Herbold, Keith**       |
| 56. Dang-Wright, Dolores** | 97. Hoffman, William**     |
| 57. Darnold, Christine**   | 98. Hornack, Melissa**     |
| 58. Davidson, Nancy**      | 99. Howit, Greg**          |
| 59. DeLange, Lynn**        | 100. Hwang, Polly**        |
| 60. Delprato, Kelly**      | 101. Jansen, Bob**         |
| 61. Desiano, Ann Marie**   | 102. Jean, Amanda**        |
| 62. Dews, Frank**          | 103. Jerome, Jacob**       |
| 63. DiLeo, Timothy**       | 104. Joerger, Lucille**    |
| 64. Easton, Alexandra**    | 105. Johnson, Dave**       |
| 65. Elecciri, David**      | 106. Johnson, Dawn**       |
| 66. Evanston, Bill**       | 107. Kearsley, John**      |
| 67. Famalette, Dwynn**     | 108. Khalil, Amal**        |
| 68. Ferdinand, Justin*     | 109. Kincaid, Mitzi**      |
| 69. Finman, Marie**        | 110. Knutsen, Michele**    |
| 70. Forster, Glenn**       | 111. LaMotte, Migel**      |
| 71. Fossum, Nolan**        | 112. Langdale, Kerry**     |
| 72. Foster, Lindsey**      | 113. Lawbaugh, Cynthia**   |
| 73. Fragassi, Joseph**     | 114. Lawson, Justine**     |
| 74. Frommholz, Eric**      | 115. Leidlich, Bonnie**    |
| 75. Gant, Tina**           | 116. Lewis, John**         |
| 76. Garcia, Jeri**         | 117. Lovett, Tessa**       |
| 77. Garrett, Steve**       | 118. Lynch, Kim**          |
| 78. Garrity, Timothy**     | 119. Mairs, Robin**        |
| 79. Gerhard, Dru**         | 120. Maltby, Shannon**     |
| 80. Goit, Jennifer**       | 121. Manzotti, Maria**     |
| 81. Goothuis, Mark**       | 122. Marzolo, Gary**       |
| 82. Gosselin, Erin**       | 123. Mashburn, Andrew**    |
| 83. Grassman, Dan**        | 124. McClean, Robert**     |
| 84. Green, Justin**        | 125. McCoy, Matt**         |
| 85. Greger, Frank**        | 126. McDermott, Kimberly** |
| 86. Gross, Deanna**        | 127. McElfish, Wendy**     |

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 29, 2012  
Certificated Employees

**APPROVE 6/5<sup>th</sup> ASSIGNMENT 2<sup>nd</sup> SEMESTER (Cont.)**

128. McElroy, Dean**	165. Schooler, Mike**
129. McGowan, Michelle**	166. Schultz, Brian**
130. Middlebrook, Stacy**	167. Schwartzberg, Jake**
131. Miller, Teresa**	168. Scott, Ryan**
132. Minier, Michael**	169. Shick, Allison**
133. Mink, Kelli**	170. Silberman, Eric**
134. Moen, Melissa**	171. Skaff, Donald**
135. Morgan, Ed**	172. Skidmore, Michelle**
136. Morgan, John**	173. Skinner, Phillip**
137. Murphy, Kelli**	174. Sottile, Wendy**
138. Murphy, Orla**	175. Stark, Cynthia**
139. Nahl, Robert**	176. Steidle, Gwynne**
140. Nicol, Katherine**	177. Stirtz, Phil**
141. O'Brien, James**	178. Sullivan, Mike**
142. Oldroyd, Brenda**	179. Tahbaz, Marie**
143. Oliphant, Robert**	180. Threadgill, Ethan**
144. Olsen, Shirley**	181. Tinker, James**
145. Orgeron, Dennis**	182. Todd, Mary**
146. Page, Rachel**	183. Triana, Elizabeth**
147. Panici, Raymond**	184. Tribe, Joshua**
148. Patterson, Susan**	185. Trotter, Chad**
149. Petrucco, Deanna**	186. Trumble, Donavon Phillip**
150. Phelps, Susan**	187. Turpel, Dianne**
151. Pidgeon-Pagliei, Jennifer**	188. Uminsky, Alma**
152. Pinon, Ryan**	189. Vigus, Dave**
153. Prinz, Jeff**	190. Vollebregt, Kirschel**
154. Reina, Renato**	191. Wade, Doug**
155. Rivadeneyra, Mark**	192. Waldukat, Andreas**
156. Roche, Susan**	193. Wallace, Tiffany**
157. Rodriguez, George**	194. Webster, Donna**
158. Royal, Susan**	195. Wehunt-Gibson, Christine**
159. Sanchez, Karen**	196. Weitzel, Renee**
160. Sanchez, Lorena**	197. Wenk, James**
161. Sanchez, Lynn**	198. Westling, Kurt**
162. Sayles, Kenneth**	199. Williamson, Nancy**
163. Schmitz, Robbie**	200. Wingen, Tamarah**
164. Schniepp, Jeff**	201. Wright, Cindy**

\* Special Education Teacher

\*\* Not enough courses to hire an additional teacher (sections are within the site's staffing allocation)

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 29, 2012  
Certificated Employees

**APPROVE ASSIGNMENT ADJUSTMENT**

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
202. Eberhart, Janis	Teacher	ETAP I	09/07/2011
203. Gutridge, Megan	Teacher-LOA	Teacher	02/06/2012
204. Houser, Suzanne	Teacher	ETAP I	09/07/2011
205. Miller, Gail	ETAP II	ETAP I	03/01/2012

**APPROVE ADDITIONAL ASSIGNMENTS**

After School Homework Tutorial – Multiple Sites

Not to exceed 55 hours instructional pay @ \$35.00 per hour  
12/07/2011-06/22/2012

206. Arena, Franco	211. Prinz, Jeff
207. Biggs, Paul	212. Proodian, David
208. Burch, Jessica	213. Rigby, Michael
209. Famalette, Dwyann	214. Sampson, Timothy
210. Jax, Alison	215. Violette, Jan

Saturday School Supervision – Multiple Sites

Not to exceed 50 hours instructional pay @ \$35.00 per hour  
02/04/2012-06/20/2012

216. Gonzalez, Armando	220. Trotter, Chad
217. Martin, Debra	221. Wanders, Chad
218. Sampson, Timothy	222. Weinstein, Dave
219. Stinson, Richard	

Home/Hospital Instruction – Barcelona Hills Elem

Not to exceed 5 hours per week instructional pay @ \$35.00 per hour  
01/10/2012-06/23/2012

223. McCarthy, Anna

RtI Workshop at OCDE – Bergeson Elem

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour  
01/17/2012-03/20/2012

224. Davis, Danielle

After School Math and Reading Program – RH Dana Elem

Not to exceed 60 hours instructional pay @ \$35.00 per hour  
01/10/2012-06/06/2012

225. Pitkin, Bonny

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 29, 2012  
Certificated Employees

**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

After School Math Intervention – RH Dana Elem

Not to exceed 30 hours instructional pay @ \$35.00 per hour  
01/23/2012-05/20/2012

226. Granja, Patricia

Academic Growth Support for the 4<sup>th</sup> and 5<sup>th</sup> Grade EL Students – Hidden Hills Elem

Not to exceed 30 hours instructional pay @ \$35.00 per hour  
01/09/2012-04/30/2012

227. Meserve, Roklyn

228. Morgan, Lynne

After School Homework Club – Las Flores Elem

Not to exceed 10 hours instructional pay @ \$35.00 per hour  
01/03/2012-05/31/2012

229. McMahon, Jane

After School Enrichment Program – Las Palmas Elem

Not to exceed 20 hours instructional pay @ \$35.00 per hour  
01/16/2012-06/21/2012

230. Brannam, Andrea

231. Skelly, Barbara

Assist and Coordinate the After School Program – Las Palmas Elem

Not to exceed 15 hours non-instructional pay @ \$30.00 per hour  
01/31/2012-06/22/2012

232. Brannam, Andrea

After School AVID Program – Las Palmas Elem

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour  
01/30/2012-06/30/2012

233. Hogancamp, Yesenia

234. Marcelli, Marybel

After School Intervention Program – San Juan Elem

Not to exceed 20 hours instructional pay @ \$35.00 per hour  
02/06/2012-06/21/2012

235. Camacho, Isis

243. Herrera, Deborah

236. DeLoye, Lisette

244. Jacques, Pierre

237. Derrig, Sophia

245. Loera, Lorena

238. Escobar, Alicia

246. Martinez-Ramirez, Saul

239. Garcia, Maria Carmen

247. Perez, Carmen

240. Gerson, Victoria

248. Porter, Jacqueline

241. Godinez, Renee

249. Ramirez, Theresa

242. Gomez, Angelica

250. Sabad, Bernardo

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 29, 2012  
Certificated Employees

**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

After School Intervention Program – San Juan Elem (Cont.)

Not to exceed 20 hours instructional pay @ \$35.00 per hour

02/06/2012-06/21/2012

251. Sandoval, Ricio

253. Torres, Cristine

252. Tawil, Gracie

Not to exceed 12 hours pay @ \$18.00 per hour

02/06/2012-06/21/2012

254. Galvan-Lawson, Elsa

SIOP Planning and Training – Don Juan Avila MS

Not to exceed 12 hours non-instructional pay @ \$30.00 per hour

10/01/2011-06/20/2012

255. Balogh, Michelle

258. Dwyer, Matt

256. Coppes, Paul

259. Forbes, Tracey

257. Cox, Catherine

260. Mannina, Laura

Create and Design a Power Point Presentation for CLMS Conference – Bernice Ayer MS

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour

12/12/2011-03/01/2012

261. Dunn, Camille

262. Mayer, Maria

SIOP Observations and Debriefing Meetings – Aliso Niguel HS

Not to exceed 18 hours non-instructional pay @ \$30.00 per hour

10/06/2012-06/20/2012

263. Biggs, Paul

269. Grasso, Lynda

264. Burch, Jessica

270. Jax, Alison

265. Chapman, Mike

271. McGinity, Cathy

266. Famalette, Dwyann

272. Novak, Isabel

267. Gibson, Sarah

273. Veeder, Jeff

268. Goulet, Erin

Work on the Athletic Policies and Procedures Manual – Capistrano Valley HS

Not to exceed 50 hours non-instructional pay @ \$30.00 per hour

01/27/2012-06/20/2012

274. Curtis, Christy

275. Reid, Matthew

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 29, 2012  
Certificated Employees

**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

SIOP/ADD Initiative Collaboration – San Clemente HS

Not to exceed 18 hours non-instructional pay @ \$30.00 per hour

09/07/2011-06/20/2012

- |                       |                        |
|-----------------------|------------------------|
| 276. Bartz, Michelle  | 282. Satterlee, Robin  |
| 277. Dollar, Erin     | 283. Shick, Allison    |
| 278. Dutton, Caroline | 284. Sigafos, Kathleen |
| 279. Havens, Carole   | 285. Sterling, Keri    |
| 280. Lewis, Ann       | 286. Willey, Elizabeth |
| 281. McCarthy, Ryan   | 287. Wilson, Duncan    |

Create a New Online Chemistry Course – California Preparatory Academy

Not to exceed 50 hours non-instructional pay @ \$30.00 per hour

07/26/2011-02/03/2012

288. Clarke, Kristine

Support the PAR Program - CHOOSE

Not to exceed 30 hours non-instructional pay @ \$30.00 per hour

09/15/2011-06/21/2012

289. Rose, Linda

Curriculum and Assessment Support for the SES Tutoring Program – Education Division

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour

01/20/2012-05/15/2012

- |                         |                    |
|-------------------------|--------------------|
| 290. Buckman, Jonathan  | 293. Guarino, Jody |
| 291. Chamberlain, David | 294. Love, Erinn   |
| 292. Evans, Laura       | 295. Slee, Elisa   |

After School Supplemental Educational Services Tutoring Program at

Las Palmas, San Juan and Viejo Elem – Education Division

Not to exceed 27 hours instructional pay @ \$35.00 per hour

01/03/2012-06/22/2012

- |                       |                        |
|-----------------------|------------------------|
| 296. Becerra, Jesus   | 306. James, Doug       |
| 297. Cantoran, Rene   | 307. Le, Leslie        |
| 298. Capozzi, Holly   | 308. Martinez, Angela  |
| 299. Corenjo, Eduardo | 309. Morales, Star     |
| 300. Derrig, Sophia   | 310. O'Halloran, Karen |
| 301. Diaz, Monica     | 311. Ogden, Ashly      |
| 302. Gearn, Gina      | 312. Price, Barbara    |
| 303. Hamidi, Luz      | 313. Primack, Karen    |
| 304. Hernandez, Norma | 314. Rager, Michael    |
| 305. Jalalian, Denyve | 315. Regan, Lynda      |

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 29, 2012  
Certificated Employees

**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

After School Supplemental Educational Services Tutoring Program at  
Las Palmas, San Juan and Viejo Elem – Education Division (Cont.)

Not to exceed 27 hours instructional pay @ \$35.00 per hour  
01/03/2012-06/22/2012

316. Romo-Higley, Rosa	318. Torres, Cristina
317. Skelly, Barbara	319. Weber, Pam

Not to exceed 12 hours pay @ \$18.00 per hour

320. Villafranca-Ruiz, Estrella

Home/Hospital Instruction – Education Division

Not to exceed 5 hours per week instructional pay @ \$35.00 per hour  
01/23/2012-06/21/2012

321. Buckman, Andrea	323. Slade, Carol
322. McGuire, Carla	324. Woodward, Jennifer

Planning and Prep for the Supplemental Educational Services  
After School Tutoring Program – Education Division

Not to exceed 12 hours non-instructional pay @ \$30.00 per hour  
12/13/2011-05/30/2012

325. Ahmer, Matt	343. Jarrard, Lisa
326. Becerra, Jesus	344. Le, Leslie
327. Beck, Kimberly	345. Martinez, Angela
328. Campbell, Blake	346. O'Halloran, Karen
329. Cantoran, Rene	347. O'Rourke, Patrick
330. Capozzi, Holly	348. Ogden, Ashley
331. Corenjo, Eduardo	349. Price, Barbara
332. Derrig, Sophia	350. Primack, Karen
333. Diaz, Monica	351. Rager, Michael
334. Finnsson, Jamie	352. Ramirez, Catherine
335. Fisher, Maggie	353. Regan, Lynda
336. Gearn, Gina	354. Schwartz, Roni
337. Hamidi, Luz	355. Slade, Carol
338. Hansen, Ivan	356. Stamen, Barbara
339. Hernandez, Norma	357. Torres, Cristina
340. Hurlbut, Dana	358. Weber, Pam
341. Jalalian, Denyve	359. Weinell, Elizabeth
342. James, Doug	

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 29, 2012  
Certificated Employees

**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Administering the OLSAT Test – GATE

Not to exceed 6.5 hours non-instructional pay @ \$30.00 per hour  
01/21/2012

360. Aldaco, Danelle	369. Kashima, Mike
361. Bailey, April	370. Lincoln, Maryl
362. Bastianello, Chris	371. McCullough, Stephen
363. Bungartz, Melinda	372. Miller, Sharon
364. Evans, Laura	373. Passarelli, Kendra
365. Fragassi, Joe	374. Patterson, Susan
366. Fragassi, Kari	375. Peterson, Susan
367. Hamilton, Marcy	376. Robinson, Katie
368. Hartje, Marian	377. Schreiman, Courtney

Administering the OLSAT Test – GATE (Cont.)

Not to exceed 6.5 hours non-instructional pay @ \$30.00 per hour  
01/21/2012

378. Steidle, Gwynne	379. Wilson, Debbie
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Not to exceed 6.5 hours pay @ \$18.00 per hour

380. Stevens, Barbara

Home/Hospital Instruction – Special Education

Not to exceed 1 hour per week instructional pay @ \$35.00 per hour  
01/09/2012-06/30/2012

381. McGraw, Elizabeth	383. Wilson, Debbie
382. Uminsky, Alma	

**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
384. Abney, Kelly	Swimming, Girls Varsity (Asst)	Capistrano Valley HS	\$2,609.00	02/24/2012- 05/04/2012
385. Adlparvar, Cindy	Outdoor Education, Elementary	Arroyo Vista Elem	\$ 109.00 per night	04/02/2012- 04/05/2012
386. Brail, Richard	Baseball, Varsity (Head)	Tesoro HS	\$3,478.00	02/24/2012- 05/11/2012
387. Colwell, Greg	Wrestling, Varsity (Head)	Aliso Niguel HS	\$3,261.00	11/21/2011- 02/09/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 29, 2012  
Certificated Employees

**APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
388. Cox, Ryan	Water Polo, Girls Varsity (Asst)	Aliso Niguel HS	\$2,609.00	11/21/2011- 02/09/2012
389. Cutkomp, Tom	Outdoor Education, Elementary	Arroyo Vista Elem	\$ 109.00 per night	04/02/2012- 04/05/2012
390. Davis, Christy	Outdoor Education, Elementary	Palisades Elem	\$ 109.00 per night	05/22/2012- 05/25/2012
391. Dedmon, Kristen	Softball, Varsity (Head)	Capistrano Valley HS	\$3,478.00	02/24/2012- 05/11/2012
392. Gibson, Mike	Swimming, Boys Varsity (Head)	Tesoro HS	\$3,261.00	02/24/2012- 05/04/2012
393. Goldstone, Ken	Volleyball, Boys Varsity (Head)	San Clemente HS	\$3,261.00	02/13/2012- 05/02/2012
394. Haverlock, Sandy	Department Chairperson, Middle School	Ladera Ranch MS	\$3,044.00	09/07/2011- 02/03/2012
395. Henry, William	Outdoor Education, Elementary	Arroyo Vista Elem	\$ 109.00 per night	04/02/2012- 04/05/2012
396. Higginson, Patrick	Swimming, Girls Varsity (Head)	Capistrano Valley HS	\$2,361.00	02/24/2012- 05/04/2012
397. Hurlbut, Mike	Golf, Boys Varsity (Head)	San Clemente HS	\$3,261.00	02/13/2012- 05/04/2012
398. Johnson, Dan	Track, Boys Varsity (Head)	San Clemente HS	\$3,278.00	02/13/2012- 05/04/2012
399. Johnstone, Van	Golf, Boys Varsity (Head)	Tesoro HS	\$3,261.00	02/24/2012- 05/04/2012
400. Kruse, Michelle	Outdoor Education, Elementary	Arroyo Vista Elem	\$ 109.00 per night	04/02/2012- 04/05/2012
401. Lynch, Erick	Water Polo, Girls Varsity (Head)	Aliso Niguel HS	\$3,261.00	11/21/2011- 02/09/2012
402. Magana, Andy	Instrumental Music A/B, Middle School	Las Flores MS	\$1,739.00	02/06/2012- 06/21/2012
403. Marcus, Bruce	Music, Elementary	Block Music	\$2,174.00	09/07/2011- 06/21/2012
404. Minier, Michael	Golf, Varsity (Head)	Capistrano Valley HS	\$3,261.00	02/24/2012- 05/11/2012
405. Mulligan, Shawn	Track, Boys Varsity (Asst)	San Clemente HS	\$2,609.00	02/13/2012- 05/04/2012
406. Munsell, Donald	Softball, Varsity (Head)	Tesoro HS	\$3,478.00	02/24/2012- 05/11/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 29, 2012  
Certificated Employees

**APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
407. Polk, Richard	Volleyball, Boys Varsity (Head)	Tesoro HS	\$3,261.00	02/24/2012- 05/04/2012
408. Proodian, Dave	Track, Girls Varsity (Head)	San Clemente HS	\$3,478.00	02/13/2012- 05/04/2012
409. Riach, Thomas	Basketball, Boys Varsity (Asst)	Aliso Niguel HS	\$3,044.00	11/21/2011- 02/09/2012
410. Ritner, Meredith	Department Chairperson, Middle School	Ladera Ranch MS	\$3,044.00	02/06/2012- 06/20/2012
411. Sayles, Kenneth	Track, Girls Varsity (Head)	Capistrano Valley HS	\$3,478.00	02/24/2012- 05/04/2012
412. Sims, Ivonne	Outdoor Education, Elementary	Palisades Elem	\$ 109.00 per night	05/22/2012- 05/25/2012
413. Smathers, Roxanne	Academic Comp. Coach, 7 <sup>th</sup> Grade	Las Flores MS	\$1,304.00	02/06/2012- 06/21/2012
414. Sullivan, Jennifer	Outdoor Education, Elementary	Ambuehl Elem	\$ 109.00 per night	04/19/2012- 04/20/2012
415. Taylor, Jeff	Swimming, Boys Varsity (Asst)	Tesoro HS	\$2,609.00	02/24/2012- 05/04/2012
416. Wachenheim, Paul	Softball, Varsity (Asst)	Tesoro HS	\$3,044.00	02/24/2012- 05/11/2012
417. Webber, Susan	Outdoor Education, Elementary	Palisades Elem	\$ 109.00 per night	05/22/2012- 05/25/2012
418. Whitmore, Linda	Academic Comp. Coach, 8 <sup>th</sup> Grade	Las Flores MS	\$1,304.00	02/06/2012- 06/21/2012
419. Workman, Ken	Wrestling, Varsity (Head)	Tesoro HS	\$3,261.00	11/21/2011- 02/10/2012
420. Yancey, Lisa	Department Chairperson, High School	San Clemente HS	\$4,348.00	09/07/2011- 02/03/2012
421. Yancy, Steven	Swimming, Boys Varsity (Head)	Capistrano Valley HS	\$3,261.00	02/24/2012- 05/04/2012
422. Zamora, Robert	Baseball, Varsity (Head)	Capistrano Valley HS	\$3,478.00	02/24/2012- 05/11/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 29, 2012  
Certificated Employees

**APPROVE CIF CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
423. Patton, Eric	Football, Varsity (Head)	San Clemente HS	\$391.30	11/14/2011-12/10/2011
424. Soto, Antonio	Marching Band, High School	San Clemente HS	\$391.30	11/14/2011-12/10/2011
425. Veeder, Jeff	Football, Varsity (Asst)	San Clemente HS	\$347.80	11/14/2011-12/10/2011
426. Wood, Joe	Football, Varsity (Asst)	San Clemente HS	\$347.80	11/14/2011-12/10/2011

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
427. Bedrosian, Jason	Baseball, JV (Head)	Capistrano Valley HS	\$2,543.00	02/24/2012-05/11/2012
428. Chapman, Mike	Basketball, Girls (Asst)	Aliso Niguel HS	\$2,500.00	11/21/2011-02/09/2012
429. Cummings, Rod	Golf, Boys JV	San Clemente HS	\$2,200.00	02/13/2012-05/04/2012
430. Faris, Tom	Strength and Conditioning, Baseball	Dana Hills HS	\$3,000.00	10/01/2011-01/15/2012
431. Gefell, Julia	Lacrosse, Girls	San Clemente HS	\$1,500.00	09/12/2011-11/11/2011
432. Iverson, John	Volleyball, Boys (Asst)	San Clemente HS	\$2,530.00	02/13/2012-05/02/2012
433. Kerhoulas, Dion	Golf, Boys (Asst)	San Clemente HS	\$2,000.00	02/13/2012-05/04/2012
434. Kokx, Aaron	Baseball, (Asst)	Aliso Niguel HS	\$ 700.00	11/01/2011-02/03/2012
435. Nagano, Warren	Basketball, Girls Varsity (Asst) Softball, (Asst)	Tesoro HS	\$3,043.67 \$2,174.00	11/21/2011-02/10/2012 02/24/2012-05/11/2012
436. Pintauro, Stefanie	Lacrosse, Girls	San Clemente HS	\$ 60.00	09/12/2011-11/11/2011
437. Sarber, Ron	Softball, (Asst)	Tesoro HS	\$2,174.00	02/24/2012-05/11/2012

## **STUDENT TEACHING AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1st day of February, 2012, by and between **BIOLA UNIVERSITY, Inc.**, and **CAPISTRANO UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**:

### **WITNESSETH**

**WHEREAS**, **BIOLA UNIVERSITY** has been accredited by the State of California to offer a course in Student Teaching that can be applied toward teaching credential requirements; and

**WHEREAS**, such an offering necessitates an agreement with a school district,

**NOW, THEREFORE**, it is mutually agreed between the parties hereto as follows;

### **SPECIAL PROVISIONS**

**PARTIES:** **BIOLA UNIVERSITY, LA MIRADA, CALIFORNIA**  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**TERM:** February 1, 2012 to September 1, 2014

**SERVICES:** Not to exceed 15 Student Teaching Assignments.

**RATE AND AMOUNT:** \$20.00 per unit of Student Teaching, per session.

**METHOD OF PAYMENT:** The above amounts are paid directly to the master teachers.

### **GENERAL TERMS**

1. "Student Teaching" as used herein and elsewhere in the agreement means active participation in the daily duties and functions of classroom teaching in classes implementing state-adopted academic core curriculum. The employees providing direct supervision and instruction to student teachers must hold valid teaching credentials, other than provisional credentials, issued by the California Commission on Teacher Credentialing authorizing them to serve as classroom teachers. If a student is placed in an English Learner (EL) classroom, the supervising teacher will hold valid EL credentials issued by the California Commission on Teacher Credentialing. In the event an EL credentialed teacher is not available, previous experience teaching English learners is required.

2. "Session of Student Teaching" as used herein and elsewhere in the Agreement is considered to be a full school day of Student Teaching for one semester or half day of Student Teaching for two semesters.

3. The District shall provide teaching experience through Student Teaching to schools and classes of the District not to exceed the number of Student Teaching assignments set forth in the special conditions. These students of Biola University shall possess valid Certificates of Clearance or have signed Affidavit For Certificate of Clearance. Such Student Teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and Biola University through their duly authorized representatives may agree upon.

4. The District may, at its sole discretion, refuse to accept for Student Teaching any student of Biola University assigned to Student Teaching in the District, and upon request of the District, Biola University shall terminate the assignment of any student of Biola University to Student Teaching in the District.

5. Biola University will pay the District for performance by the District for all services required to be performed by the District under this Agreement at the aforesaid rates for each session of Student Teaching. In addition, all Worker's Compensation insurance related to Biola student teachers shall be the responsibility of Biola University.

6. An assignment of a student of Biola University to Student Teaching in schools or classes of the District shall be, at the discretion of Biola University, either for one or two eight week sessions for multiple subject candidates, for an entire semester or its equivalent for single subject candidates, or for a complete summer session at either level.

7. In the event a student remains in a session of Student Teaching for longer than the stated period, the District shall receive additional payment at the rate of Fifteen dollars (\$ 15.00) per additional week.

8. In the event that the assignment of a student of Biola University to Student Teaching is terminated by Biola University for any reason after the student begins Student Teaching, the District shall receive payment for one assignment at the rate specified above as though there had been no termination of the assignment.

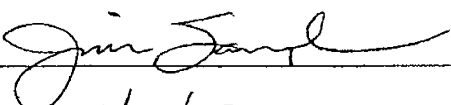
9. Within a reasonable time following the close of each session of Student Teaching, Biola University shall remit payment for the services rendered, at the rate provided herein, for all Student Teaching supervision provided by the District under and in accordance with this Agreement during said session.

10. Notwithstanding any other provisions of this Agreement, Biola University shall not be obligated by this Agreement to pay the District any amount in excess of the total sum set forth in the section on special provisions.

11. Each of the parties to this agreement agrees to indemnify, defend, and hold harmless the officers, agents, and employees of the other from any and all claims and losses accruing or resulting in connection with the performance of this agreement, and from any and all claims and losses accruing and resulting to any person, firm or corporation who may be injured or damaged by the actions arising directly out of the work to be performed pursuant to this agreement.

If any legal action is necessary to enforce the terms of this agreement or to settle a dispute concerning this agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs in addition to any other relief to which that party may be entitled.

BIOLA UNIVERSITY

by 

Date 1/31/12

Title Director of Purchasing

SCHOOL DISTRICT

by \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 29, 2012

**MASTER TEACHER PAYMENT**

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**CALIFORNIA STATE UNIVERSITY, FULLERTON**

<b><u>Master Teacher</u></b>	<b><u>Student Teacher</u></b>	<b><u>Location</u></b>	<b><u>Amount</u></b>
Deweese, Julia	Ching, Tamara	VDMMS	\$220.64
Mairs, Robin	Jobst, Steven	DHHS	\$ 73.47
Slocum, Nicole	Jobst, Steven	SHHS	\$147.17



## AGREEMENT

THIS AGREEMENT made and entered into this first day of March, 2012,  
\_\_\_\_\_, by and between the CERRITOS COMMUNITY COLLEGE DISTRICT, 11110 East  
Alondra Boulevard, City of Norwalk, County of Los Angeles, State of California, hereinafter  
called the COLLEGE, and Capistrano Unified School District,  
hereinafter referred to as the FACILITY.

## WITNESSETH

WHEREAS, the COLLEGE and the FACILITY both acknowledge a public obligation to  
contribute to community education, and

WHEREAS, the FACILITY has available facilities to provide certain educational experiences  
and clinical practice,

NOW THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter  
expressed and in consideration of mutual benefits to be derived therefrom, the parties hereto  
agree as follows:

### **I. RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE**

- A. Students of the COLLEGE will observe the policies and regulations of the FACILITY, and will comply with established standards relating to the clientele served by the FACILITY.
- B. The COLLEGE shall be responsible for the planning and implementation of the educational programs.
- C. The COLLEGE is responsible for implementing and maintaining all students' records in conjunction with the educational experience at the FACILITY.
- D. The COLLEGE shall specify appropriate student and faculty dress.
- E. The COLLEGE shall provide and be responsible for educational materials not specifically provided by the FACILITY.
- F. COLLEGE instructional staff shall meet regularly with designated persons at the FACILITY for the purpose of interpreting, discussing, and evaluating the instructional program.
- G. Students under this Agreement are not employees of the COLLEGE or the FACILITY.
- H. COLLEGE instructional staff and students are covered by Workmen's Compensation provided by the COLLEGE. The FACILITY shall have no obligation to provide any Workmen's Compensation benefits for the faculty or students. The FACILITY may provide emergency service only to student-related injury or illness sustained as a result of the training program. The COLLEGE shall provide liability insurance coverage for COLLEGE students receiving experience, as is provided for its employees.

## II. **RESPONSIBILITIES AND PRIVILEGES OF THE FACILITY**

- A. The FACILITY shall permit the instructional staff and students of the COLLEGE to utilize the facilities as agreed to in the plan for instruction, agreed to by the FACILITY and COLLEGE.
- B. The FACILITY shall provide regular staff for service to clientele where students are obtaining experience. Service rendered by the student under supervision during the experience is to be considered part of the planned learning experience.
- C. The FACILITY shall designate a person to serve as coordinator and liaison between the FACILITY and the instructional staff of the COLLEGE.
- D. The FACILITY shall provide the following physical facilities for the students of the COLLEGE:
  - (1) Reasonable use of parking areas to the FACILITY.
  - (2) Locker and dressing rooms as needed.
  - (3) Conference/classrooms for regular scheduled meetings.
  - (4) Clientele charts, Kardex, etc.
  - (5) Procedure books, policy manuals.
  - (6) Standard reference books and dictionaries.
  - (7) Supplies and equipment, as used for client care, for the purpose of demonstration and practice.
  - (8) Use of the FACILITY library.

The FACILITY shall permit its paraprofessional employees to participate in the educational program as resource persons and experts, providing such participation does not interfere with assigned duties.

COLLEGE shall hold FACILITY, its officers, agents, and employees free and harmless from any claim or demand made and every liability, loss, damage, or expense of any nature whatsoever which may be incurred by reason of any damage to property, including FACILITY's property, or death or injury to persons arising out of the COLLEGE's use of said facility and resulting from the negligent or willful misconduct of the COLLEGE, its officers, employees, or agents. FACILITY shall hold COLLEGE, its officers, agents, and employees free and harmless from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever which may be incurred by reason of any damage to property, including the COLLEGE's property, or death or injury to persons arising out of the COLLEGE's use of said facility and resulting from the negligent or willful misconduct of FACILITY, its officers, employees, or agents, or from any dangerous or defective condition of the facility or premises.

THIS AGREEMENT may be modified or revised at any time by mutual consent, and shall be reviewed annually.

THIS AGREEMENT may be terminated by either party at the end of a semester, by giving 30 days' notice, in writing, to the other party, such termination not to affect students currently assigned to the FACILITY for experience.

THIS AGREEMENT shall be effective on the first day of March, 2012,  
\_\_\_\_\_ and shall be continuous from this date, except as provided in the two immediately  
preceding paragraphs.

IN WITNESS WHEREOF, the COLLEGE and the FACILITY have caused this AGREEMENT  
to be executed by their duly authorized officers, the day and year first written above.

**FACILITY**

**CERRITOS COMMUNITY COLLEGE  
DISTRICT**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME/TITLE

\_\_\_\_\_  
PRINTED NAME/TITLE

\_\_\_\_\_  
ADDRESS

11110 E. Alondra Boulevard  
Norwalk, California 90650  
\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

(562) 860-2451  
\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

