

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

BOARD OF TRUSTEES
Special Meeting

May 18, 2014

Open Session 2:00 p.m.
Closed Session – Following Open Session

AGENDA

OPEN SESSION AT 2:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA – ROLL CALL

BOARD AND SUPERINTENDENT COMMENTS

DISCUSSION/ACTION

1. PRESENTATION BY REPRESENTATIVES OF LEADERSHIP ASSOCIATES CONCERNING RECRUITMENT AND SELECTION OF DISTRICT SUPERINTENDENT:

DISCUSSION/
ACTION

Page 1

EXHIBIT 1

The Board of Trustees collaborated with a superintendent search firm to develop a leadership profile and selection criteria for the position of District superintendent. Consistent with the Board's commitment to appoint an exemplary educator as the District's next superintendent, it has asked representatives of Leadership Associates to expand its superintendent recruitment and facilitate selection of a final candidate for the position. The exhibit to this item provides additional information concerning the proposed work of Leadership Associates.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: John M. Alpay, Board President

Staff Recommendation

It is recommended that the Board participate in a presentation by representatives of Leadership Associates concerning recruitment initiatives and selection of a superintendent.

Following discussion, it is recommended that the Board approve the agreements for consultant services with Leadership Associates for expanded superintendent recruitment and selection services.

Motion by _____ Seconded by _____

CLOSED SESSION IMMEDIATELY FOLLOWING OPEN SESSION

CLOSED SESSION COMMENTS

2. CLOSED SESSION (as authorized by law)

A. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

Superintendent

(Pursuant to Government Code §54957)

REPORT OUT OF CLOSED SESSION

ADJOURNMENT

Motion by _____ Seconded by _____

THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY, MAY 28, 2014, 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

RECORDING OF SCHOOL BOARD MEETINGS

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

**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.



LEADERSHIP ASSOCIATES
50-855 Washington Street #C-205
La Quinta, CA 92253
Phone/Fax (760) 771-4277

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this day of **May 18, 2014** between LEADERSHIP ASSOCIATES, hereinafter called the Contractor, and **CAPISTRANO UNIFIED SCHOOL DISTRICT** hereinafter called the District.

The Contractor agrees to perform services for the District as follows:

The Contractor will conduct a Superintendent search at a discounted rate. The Board will work exclusively and solely with Leadership Associates' consultants Dr. Kent Bechler and Mr. Rich Thome.

The District agrees to pay the Contractor **TWENTY-SIX THOUSAND DOLLARS (\$26,000)** for services provided. Payment is to take place in two increments: (1) **\$13,000** upon execution of the contract, and (2) **\$13,000** upon selection of the new superintendent. The Contractor will submit invoices to the District for each of the payment increments. Payments are due within 30 days of receipt of invoice.

The Contractor is to perform the above services beginning May 18, 2014.

Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

In accordance with Education Code Section 39656, this contract is not valid or an enforceable obligation against the District until approved or ratified by motion of the governing board duly passed and adopted.

CONTRACTOR:
LEADERSHIP ASSOCIATES
Taxpayer ID#: 68-038 3653

DISTRICT:
CAPISTRANO UNIFIED SCHOOL DISTRICT

By _____

By _____

Name KENT L. BECHLER, PH.D

Name _____

Date May 18, 2014

Date _____



LEADERSHIP ASSOCIATES
50-855 Washington Street #C-205
La Quinta, CA 92253
Phone/Fax (760) 771-4277

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this day of **May 18, 2014** between **LEADERSHIP ASSOCIATES**, hereinafter called the Contractor, and **CAPISTRANO UNIFIED SCHOOL DISTRICT** hereinafter called the District.

The Contractor agrees to perform services for the District as follows:

The Contractor will facilitate five governance workshops for the Board and Superintendent and provide executive coaching services as delineated in the Scope of Work (attached).

The District agrees to pay the Contractor **NINETEEN THOUSAND, FIVE HUNDRED DOLLARS (\$19,500), plus expenses not to exceed \$6,000**, for services provided. The Contractor will submit an invoice to the District for 50% of the total fee in December 2014 and the balance in May 2015. Payments are due within 30 days of receipt of invoice.

Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid County. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

In accordance with Education Code Section 39656, this contract is not valid or an enforceable obligation against the District until approved or ratified by motion of the governing board duly passed and adopted.

CONTRACTOR:
LEADERSHIP ASSOCIATES
Taxpayer ID#: 68-038 3653

DISTRICT:
CAPISTRANO UNIFIED SCHOOL DISTRICT

By _____

By _____

Name KENT L. BECHLER, PH.D

Name _____

Date May 18, 2014

Date _____



Scope of Work
Board/Superintendent Governance Workshops and Executive Coaching Services
for the
Capistrano Unified School District
May 18, 2014

This scope of work describes the responsibilities and commitments of Leadership Associates to complete the project as described in this document. **The responsibilities and commitments will be performed in five workshops for the governance team, to be scheduled between July 1, 2014 and June 30, 2015, and Executive Coaching services during the 2014-15 school year. The cost for these services will be \$19,500, plus expenses not to exceed \$6,000.**

Overview of the Project:

Leadership Associates will provide the services of Dr. Kent Bechler and Mr. Rich Thome, who will work with the Superintendent and the Board President to prepare for and facilitate five workshops for the governance team. Leadership Associates will also provide materials that will support discussions on the following topics: best practices in governance; establishment of annual goals for the superintendent; superintendent and board self evaluation; and protocols/norms describing roles and responsibilities for the governance team in various areas to be defined by the Board and superintendent. Additionally, Dr. Bechler and Mr. Thome will serve as executive coaches for the Superintendent during the 2014-15 school year.

Other

Payment: Leadership Associates will invoice the District for one half the total cost in December 2014 and the other half in May 2015.