

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

BOARD OF TRUSTEES
Special Meeting

May 9, 2012

AGENDA

CLOSED SESSION AT 8:30 A.M.

CLOSED SESSION COMMENTS

CLOSED SESSION (as authorized by law)

- A. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**
Elementary School Principals (2 positions)
(Pursuant to Government Code §54957)

EXHIBIT A

OPEN SESSION IMMEDIATELY FOLLOWING CLOSED SESSION

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA – ROLL CALL

REPORT OUT ON CLOSED SESSION ACTION

BOARD AND SUPERINTENDENT COMMENTS

PUBLIC COMMENTS TO AGENDA ITEMS ONLY

CONSENT CALENDAR

1. EMPLOYMENT CONTRACT – INTERIM EXECUTIVE DIRECTOR, FISCAL SERVICES:

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EXHIBIT 1

Approval of an employment contract on an interim basis to provide fiscal and budget related services from May 10, 2012, through August 30, 2012. Due to unforeseen circumstances, the Business Department is short-handed as it prepares for the third interim budget report, the development of the 2012-2013 operating budget, and formulates the restructure of the department to implement systems that will provide more effective and efficient utilization of existing resources.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Joseph M. Farley, Superintendent

2. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEE:

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EXHIBIT 2

Approval of the activity list for employment, separation, and additional assignments of a classified employee. This position will be charged to the appropriate fund and is included in the adopted budget.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Joseph M. Farley, Superintendent

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, MAY 14, 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

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.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

EXECUTIVE DIRECTOR, FISCAL SERVICES

DEFINITION

Under general direction of the Deputy Superintendent Business Services, assist and oversee food services, the development and management of the accounting, budgeting, purchasing, and payroll functions; prepare develop, monitor, and revise the annual budget.

EXAMPLE OF DUTIES

- Provide administrative direction for the budget and accounting functions of the District
- Supervise Payroll, Purchasing, Warehouse, and Food Services Departments
- Implement the philosophy, goals, and policies of the District as adopted by the Board of Trustees.
- Conduct financial projections and analysis of the District's income and expenditures
- Prepare, monitor and revise the District budget, including reports for presentations to the Board
- Maintain the District's general financial integrity by implementing sound fiscal plans, internal controls, audit activities, system conversion, and integration
- Organize and monitor the budget development process
- Direct the District's internal and external audit processes
- Develop improvements to accounting, payroll and purchasing systems
- Participate in the selection, training, and evaluation of departmental employees
- Supervise the collection and receipt of all monies payable to the District, in accordance with the law
- Establish accounting procedures for property and equipment inventories
- Maintain appropriate records and provide reports related to the District's leases, notes, obligations, deposits, investments, etc
- Collect, assemble data and report for advisory groups and negotiations
- Review all financial reports required by county, state and federal regulations before submission to agencies
- Perform other duties as assigned

QUALIFICATIONS

Knowledge of:

Laws and regulations governing public school finance including: budget; accounting, payroll, general ledger, and technology systems; governmental audit standards and controls; staff training and supervision.

EXECUTIVE DIRECTOR, FISCAL SERVICES

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QUALIFICATIONS (continued)

Ability to:

Interpret and apply federal, state, and local laws; analyze fiscal systems and make recommendations for procedural improvements; analyze complex fiscal problems; develop effective solutions; establish internal controls; communicate effectively in oral and written form; work effectively with multiple stakeholder groups, comply with the District's customer service standards, as outlined in Board Policy.

Experience:

Five years of progressively responsible experience in administration, supervision, fiscal management and budget oversight, preferably in a California school environment.

Education:

Graduation from an accredited four-year college or university, preferably with a major in business, accounting, auditing or public administration.

AGREEMENT FOR CONSULTANT SERVICES

This AGREEMENT is made and entered into this 9th day of May, 2012, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," and Ron Smiley, hereinafter referred to as "CONSULTANT."

WHEREAS, DISTRICT desires to obtain business management services as a result of an unforeseen circumstance creating a vacancy within the department; and

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

NOW, THEREFORE, the parties hereto agree as follows:

CONSULTANT'S SERVICES AND RESPONSIBILITIES

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

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

3. The term of this AGREEMENT shall commence on May 10, 2012, and is anticipated to conclude on or before August 30, 2012, unless extended by mutual written agreement of the parties or terminated earlier as set forth herein.

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

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

COMPENSATION TO CONSULTANT

6. The DISTRICT shall compensate MR. SMILEY for services rendered at a rate of \$75.00 per hour which is based on a salary comparable to that of an Executive Director, Fiscal Services.

7. The DISTRICT shall not provide or make payments for health, dental, vision or other benefits except as expressly set forth herein.

8. Neither the DISTRICT nor MR. SMILEY shall make contributions to the California Public Employee's Retirement System (CalPERS).

9. MR. SMILEY shall be provided reimbursement for travel expenses for travel only within the district and necessary meetings outside the district. MR. SMILEY shall be provided for registration and material requirement expenses to attend business related conferences as approved by the Deputy Superintendent, Business Services and/or the Superintendent.

MR. SMILEY will complete a monthly timesheet to the DISTRICT and will be paid on the last working day of the month.

TERMINATION

10. This AGREEMENT may be terminated by either party upon fourteen (14) days' written notice to the other party in the event of a substantial failure of performance by such other party, including incapacity or insolvency of CONSULTANT.

11. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with paragraph 12 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

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

MISCELLANEOUS PROVISIONS

13. Any and all records, reports, correspondence, files, memoranda, spreadsheets, electronic data, software, notes and other documents or materials prepared by CONSULTANT or CONSULTANT's agents in connection with the services to be provided under this AGREEMENT shall be and remain the property of the DISTRICT. CONSULTANT shall return all originals and copies in its possession of such materials to DISTRICT no later than five (5) days after the termination of this AGREEMENT for any reason.

14. DISTRICT owns all rights, title and interest in all work product provided or created by CONSULTANT under this AGREEMENT unless previously copyrighted by

CONSULTANT. All work products created in or as a result of the provision of services hereunder shall be deemed “works made for hire.”

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

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

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

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

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

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

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

This AGREEMENT entered into on May 10, 2012.

DISTRICT
Capistrano Unified School District

RON SMILEY

Jodee Brentlinger
Assistant Superintendent, Personnel Services

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Special Meeting of May 9, 2012
Classified Employees

APPROVE PROMOTION

<u>Name</u>	Former <u>Classification</u>	<u>Promotion</u>	Range <u>Step</u>	Effective <u>Date</u>
1. Heesch, Jennifer	Inst Asst-Presch (9.5mo/10.5hpw)	Presch Teacher (Temp/30hpw)	R31-1	05/03/2012- 06/21/2012