

S9.

**Status of Other Funds**

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

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**S9A. Identification of Other Funds with Negative Ending Fund Balances**

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DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1.

Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

No
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If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2.

If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

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**ADDITIONAL FISCAL INDICATORS**

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review. DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9 except items A3 and A4, which are not applicable for JPAs; Item A1 is automatically completed based on data from Criterion 9.

- A1. Do cash flow projections show that the JPA will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)
  
- A2. Is the system of personnel position control independent from the payroll system?
  
- A3. Is enrollment decreasing in both the prior and current fiscal years?
  
- A4. Are new charter schools operating in JPA boundaries that impact the JPA's enrollment, either in the prior or current fiscal year?
  
- A5. Has the JPA entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?
  
- A6. Does the JPA provide uncapped (100% employer paid) health benefits for current or retired employees?
  
- A7. Is the JPA's financial system independent of the county office system?
  
- A8. Does the JPA have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.)
  
- A9. Have there been personnel changes in the JPA director or financial official positions within the last 12 months?

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:  
(optional)

FY 2022/23 New Executive Director, Dr. Paul Weir.

Second Interim  
Projected Totals 2022-23  
**Technical Review Checks**  
Phase - All  
Display - All Technical Checks

Orange County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

**IMPORT CHECKS**

CHECKFUND - (Fatal) - All FUND codes must be valid.	<u>Passed</u>
CHECKRESOURCE - (Warning) - All RESOURCE codes must be valid.	<u>Passed</u>
CHK-RS-LOCAL-DEFINED - (Fatal) - All locally defined resource codes must roll up to a CDE defined resource code.	<u>Passed</u>
CHECKGOAL - (Fatal) - All GOAL codes must be valid.	<u>Passed</u>
CHECKFUNCTION - (Fatal) - All FUNCTION codes must be valid.	<u>Passed</u>
CHECKOBJECT - (Fatal) - All OBJECT codes must be valid.	<u>Passed</u>
CHK-FUNDxOBJECT - (Fatal) - All FUND and OBJECT account code combinations must be valid.	<u>Passed</u>
CHK-FDXRS7690xOB8590 - (Fatal) - Funds 19, 57, 63, 66, 67, and 73 with Object 8590, All Other State Revenue, must be used in combination with Resource 7690, STRS-On Behalf Pension Contributions.	<u>Passed</u>
CHK-FUNDxRESOURCE - (Warning) - All FUND and RESOURCE account code combinations should be valid.	<u>Passed</u>
CHK-FUNDxGOAL - (Warning) - All FUND and GOAL account code combinations should be valid.	<u>Passed</u>
CHK-FUNDxFUNCTION-A - (Warning) - All FUND (funds 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations should be valid.	<u>Passed</u>
CHK-FUNDxFUNCTION-B - (Fatal) - All FUND (all funds except for 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations must be valid.	<u>Passed</u>
CHK-RESOURCExOBJECTA - (Warning) - All RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) account code combinations should be valid.	<u>Passed</u>
CHK-RESOURCExOBJECTB - (Informational) - All RESOURCE and OBJECT(objects 9791, 9793, and 9795) account code combinations should be valid.	<u>Passed</u>

**CHK-RES6500XOBJ8091 - (Fatal) - There is no activity in Resource 6500 (Special Education) with Object 8091 (LCFF Transfers-Current Year) or 8099 (LCFF/Revenue Limit Transfers-Prior Years).** **Passed**

**CHK-FUNCTIONxOBJECT - (Fatal) - All FUNCTION and OBJECT account code combinations must be valid.** **Passed**

**CHK-GOALxFUNCTION-A - (Fatal) - Goal and Function account code combinations (all goals with expenditure objects 1000-7999 in functions 1000-1999 and 4000-5999) must be valid. NOTE: functions not included in the GOALxFUNCTION table (0000, 2000-3999, 6000-6999, 7100-7199, 7210, 8000-8999) are not checked and will pass the TRC.** **Passed**

**CHK-GOALxFUNCTION-B - (Fatal) - General administration costs(functions 7200 - 7999, except 7210) must be direct - charged to an Undistributed, Nonagency, or County Services to Districts goal(Goal 0000, 7100 - 7199, or 8600 - 8699).** **Passed**

**SPECIAL-ED-GOAL - (Fatal) - Special Education revenue and expenditure transactions (resources 3300-3405, and 6500-6540, objects 1000-8999) must be coded to a Special Education 5000 goal or to Goal 7110, Nonagency-Educational. This technical review check excludes Early Intervening Services resources 3307, 3309, 3312, 3318, and 3332.** **Passed**

## **GENERAL LEDGER CHECKS**

**INTERFD-DIR-COST - (Warning) - Transfers of Direct Costs - Interfund (Object 5750) must net to zero for all funds.** **Passed**

**INTERFD-INDIRECT - (Warning) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero for all funds.** **Passed**

**INTERFD-INDIRECT-FN - (Warning) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero by function.** **Passed**

**INTERFD-IN-OUT - (Warning) - Interfund Transfers In (objects 8910-8929) must equal Interfund Transfers Out (objects 7610-7629).** **Passed**

**INTRAFFD-DIR-COST - (Fatal) - Transfers of Direct Costs (Object 5710) must net to zero by fund.** **Passed**

**INTRAFFD-INDIRECT - (Fatal) - Transfers of Indirect Costs (Object 7310) must net to zero by fund.** **Passed**

**INTRAFFD-INDIRECT-FN - (Fatal) - Transfers of Indirect Costs (Object 7310) must net to zero by function.** **Passed**

**CONTRIB-UNREST-REV - (Fatal) - Contributions from Unrestricted Revenues (Object 8980) must net to zero by fund.** **Passed**

**CONTRIB-RESTR-REV - (Fatal) - Contributions from Restricted Revenues (Object 8990) must net to zero by fund.** **Passed**

**LOTTERY-CONTRIB - (Fatal) - There should be no contributions (objects 8980-8999) to the lottery (resources 1100 and 6300) or from the Lottery: Instructional Materials (Resource 6300).** **Passed**

**PASS-THRU-REV=EXP - (Warning) - Pass-through revenues from all sources (objects 8287, 8587, and 8697) should equal transfers of pass-through revenues to other agencies (objects 7211 through 7213, plus 7299 for Resource 3327), by fund and resource.** **Passed**

**SE-PASS-THRU-REVENUE - (Warning) - Transfers of special education pass-through revenues are not reported in the general fund for the Administrative Unit of a Special Education Local Plan Area.** **Passed**

**EXCESS-ASSIGN-REU - (Fatal)** - Amounts reported in Other Assignments (Object 9780) and/or Reserve for Economic Uncertainties (REU) (Object 9789) should not create a negative amount in Unassigned/Unappropriated (Object 9790) by fund and resource (for all funds except funds 61 through 95). **Passed**

**UNASSIGNED-NEGATIVE - (Fatal)** - Unassigned/Unappropriated Balance (Object 9790) must be zero or negative, by resource, in all funds except the general fund and funds 61 through 95. **Passed**

**UNR-NET-POSITION-NEG - (Fatal)** - Unrestricted Net Position (Object 9790), in restricted resources, must be zero or negative, by resource, in funds 61 through 95. **Passed**

**RS-NET-POSITION-ZERO - (Fatal)** - Restricted Net Position (Object 9797), in unrestricted resources, must be zero, by resource, in funds 61 through 95. **Passed**

**EFB-POSITIVE - (Warning)** - All ending fund balances (Object 979Z) should be positive by resource, by fund. **Passed**

**OBJ-POSITIVE - (Warning)** - All applicable objects should have a positive balance by resource, by fund. **Passed**

**REV-POSITIVE - (Warning)** - Revenue amounts exclusive of contributions (objects 8000-8979) should be positive by resource, by fund. **Passed**

**EXP-POSITIVE - (Warning)** - Expenditure amounts (objects 1000-7999) should be positive by function, resource, and fund. **Passed**

**CEFB-POSITIVE - (Fatal)** - Components of Ending Fund Balance/Net Position (objects 9700-9789, 9796, and 9797) must be positive individually by resource, by fund. **Passed**

### **SUPPLEMENTAL CHECKS**

**CS-EXPLANATIONS - (Warning)** - Explanations must be provided in the Criteria and Standards Review (Form 01CSI) for all criteria and for supplemental information items S1 through S6 where the standard has not been met or where the status is Not Met or Yes. **Passed**

**CS-YES-NO - (Warning)** - Supplemental information items and additional fiscal indicator items in the Criteria and Standards Review (Form 01CSI) must be answered Yes or No, where applicable, for the form to be complete. **Passed**

### **EXPORT VALIDATION CHECKS**

**INTERIM-CERT-PROVIDE - (Fatal)** - Interim Certification (Form CI) must be provided. **Passed**

**CS-PROVIDE - (Fatal)** - The Criteria and Standards Review (Form 01CSI) has been provided. **Passed**

**CASHFLOW-PROVIDE - (Warning)** - A Cashflow Worksheet (Form CASH) must be provided with your Interim reports. (Note: LEAs may use a cashflow worksheet other than Form CASH, as long as it provides a monthly cashflow projected through the end of the fiscal year.) **Passed**

**MYP-PROVIDE - (Warning)** - A Multiyear Projection Worksheet must be provided with your Interim. (Note: LEAs may use a multiyear projection worksheet other than Form MYP, with approval of their reviewing agency, as long as it provides current year and at least two subsequent fiscal years, and separately projects unrestricted resources, restricted resources, and combined total resources.) **Passed**

**MYPIO-PROVIDE - (Warning)** - A multiyear projection worksheet must be provided with your interim report for any fund projecting a negative balance at the end of the current fiscal year. (Note: LEAs may use a multiyear projection worksheet other than Form MYPIO, with approval of their reviewing agency.) **Passed**

**CHK-UNBALANCED-A - (Warning)** - Unbalanced and/or incomplete data in any of the forms should be corrected before an official export is completed. **Passed**

**CHK-UNBALANCED-B - (Fatal)** - Unbalanced and/or incomplete data in any of the forms must be corrected before an official export is completed. **Passed**

**CHK-DEPENDENCY - (Fatal)** - If data has changed that affect other forms, the affected forms must be opened and saved. **Passed**

**VERSION-CHECK - (Warning)** - All versions are current. **Passed**

**COLLEGE AND CAREER ADVANTAGE  
REGIONAL OCCUPATIONAL PROGRAM  
FOURTH AMENDED JOINT POWERS AGREEMENT**

THIS FOURTH AMENDED JOINT POWERS AGREEMENT (“Agreement”) for the College and Career Advantage Regional Occupation Program is entered into pursuant to the provisions of Government Code Sections 6500 *et seq.* relating to joint exercise of governmental powers between CAPISTRANO UNIFIED SCHOOL DISTRICT (“CUSD”) and LAGUNA BEACH UNIFIED SCHOOL DISTRICT (“LBUSD”) and amends and supersedes the South Coast Regional Occupational Program Joint Powers Agreement entered into by the Parties on December 7, 1995 and all subsequent amendments and modifications. CUSD and LBUSD are referred to herein as “Party” and collectively as “Parties.”

**RECITALS**

WHEREAS, the California Legislature has enacted Education Code Sections 52300-52333 pertaining to the establishment of regional occupational programs; and

WHEREAS, the Parties have determined and declare that it is in the best public interest of the Parties to cooperate in maintaining the College and Career Advantage Regional Occupational Program (“ROP”) pursuant to Education Code Sections 52300 *et seq.*, and this ROP is referred to as “College and Career Advantage”; and

WHEREAS, it is the objective of the Parties to provide Career Technical Education (“CTE”) and other broad curricula in occupational areas while avoiding unnecessary duplication of redundant contracts, services, and resources; and

WHEREAS, the development, organization, and implementation of the ROP are of such magnitude that it is necessary for the Parties to maintain this Agreement in order to accomplish their objectives; and

WHEREAS, the Parties enter into this Agreement for the purpose of continuing to offer CTE and other courses for secondary students and adults; and

WHEREAS, the Parties intend this Agreement to reflect the funding source changes under Education Code Sections 52060 *et seq.* for CTE programs in that the Local Control Funding Formula allows more budgeting flexibility at the local level than previously provided; and

WHEREAS, the Parties are legally authorized under Education Code Sections 52300 *et seq.* to perform the responsibilities set forth herein.

NOW, THEREFORE, the Parties mutually agree as follows:

**DISCUSSION**

**1. PURPOSE.** It shall be the purpose and responsibility of the College and Career Advantage Governing Board (“ROP Governing Board”) to exercise administrative responsibility for this ROP to plan, implement, and serve, with the Parties, the CTE and related needs of people and communities in the area comprising the Parties’ respective school districts.

**2. TERM OF AGREEMENT.** This Agreement shall become effective and binding upon approval of the CUSD and LBUSD Boards of Trustees as attested by the signature of their duly represented agents on this Agreement. This Agreement shall continue in effect until terminated as provided herein. For the purpose of this Agreement, the term “fiscal year” means the period from July 1 to and including June 30 of the following year.

**3. ADDITION OF PARTIES TO THIS AGREEMENT.** Additional parties may enter into this Agreement subject to approval and conditions as agreed upon by all parties then represented on the ROP Governing Board. New parties entering into this Agreement shall be bound by the terms of this Agreement.

**4. ROP GOVERNING BOARD.** Pursuant to Education Code Section 52310.5(d), the ROP shall be governed by the ROP Governing Board, consisting of three members of the CUSD Board of Trustees, appointed by the CUSD Board of Trustees, and two members of the LBUSD Board of Trustees, appointed by the LBUSD Board of Trustees. The Parties’ respective Boards of Trustees also shall appoint among its members a trustee to serve as an alternate to the ROP Governing Board. Such ROP Governing Board members and alternates shall serve at the pleasure of the Boards of Trustees appointing them.

**a. Scope of Powers.** Pursuant to Government Code Sections 6508 and 6509, the ROP Governing Board shall have the power and authority to exercise any power common to the Parties with respect to the ROP, provided that the exercise of power is in furtherance of the objectives set forth in this Agreement. The powers and authority of the ROP Governing Board shall continue until the termination of this Agreement. The ROP Governing Board shall abide by all previously enacted and adopted policies, rules, and bylaws; and may enact and adopt new policies, rules or bylaws that are consistent with this Agreement for the orderly transaction of business of the ROP.

**b. Term of Office.** Each member of the ROP Governing Board shall serve for a one-year term, commencing at the annual organizational meeting. A member may be appointed for successive terms. In the event of a vacancy, the Party having the appointment shall fill the vacancy for the remainder of the unexpired term.

**c. Notices.** The ROP Governing Board, by resolution, shall designate a specific location at which it will receive notices, correspondence, and other communications, and shall designate one of its members as an officer for the purpose of receiving service on behalf of the ROP Governing Board. The ROP



Governing Board shall comply with the provisions of Government Code Section 53051 requiring the filing of a statement with the Secretary of State of California and with the County Clerk of Orange. Notices to the Parties shall be addressed to their Superintendents at their regular mailing addresses.

**d. Meetings.** The ROP Governing Board shall hold at least five meetings each school year, subject to the discretion of the ROP Governing Board. The hour, time, and place for such regular meetings shall be fixed annually by the ROP Governing Board. The ROP Governing Board may also hold special meetings. All meetings of the ROP Governing Board shall be called, held, and conducted in accordance with the terms and provisions of the Brown Act, Government Code Sections 54950 *et. seq.* as may be augmented by further rules of the ROP Governing Board. Except as otherwise provided or permitted by law, all meetings of the ROP Governing Board shall be open and public. The ROP Governing Board shall cause to be kept minutes of its meetings, and shall promptly transmit to the Boards of Trustees each of the Parties true and correct copies of the minutes of such meetings. The ROP also shall comply with the California Public Records Act.

**e. Officers and Employees.**

The ROP Governing Board, at its annual organizational meeting, shall elect from their membership a President and Vice-President/Clerk who shall serve a term of one year. The ROP Executive Director shall serve as the Secretary of the ROP Governing Board.

Pursuant to Government Code Section 6505.1, the CUSD Superintendent is designated as the person who has custodial charge of all property of the ROP, and in this capacity, the CUSD Superintendent shall file an official bond in an amount satisfactory to the ROP Governing Board, or alternatively, based on expediency, the ROP Governing Board may accept evidence of insurance coverage in lieu of such bond. The ROP Governing Board shall designate the ROP Executive Director who has responsibility for access to and handling of funds and records of the ROP.

The ROP Governing Board has the authority to employ and pay necessary certificated, classified, and other employees to carry out the goals and objectives of the ROP. The CUSD Superintendent shall nominate, for consideration and approval by the ROP Governing Board, qualified individuals when the position of ROP Executive Director becomes vacant; the ROP Governing Board may not approve the appointment of an Executive Director unless the individual has been nominated by the CUSD Superintendent. Also, the CUSD Superintendent shall have the authority to have the Executive Director removed. The CUSD Superintendent is otherwise not involved in ROP operations.

All ROP employees are employed "at-will," meaning that their employment may be terminated at any time, with or without notice and with or without cause, by the ROP Governing Board or by the employee. All employment decisions involving ROP employees -- including hiring, supervising, evaluating, and disciplining -- are the sole responsibility of the ROP Executive Director and the ROP Governing Board.

The ROP Executive Director may be employed part-time by both CCA and CUSD, and is subject to evaluation by the respective employers for the respective work responsibilities. However, the work of the ROP Executive Director involving the ROP is solely within the direction of the ROP Governing Board.

**f. Voting.** The ROP Governing Board members shall have one vote each, and the presence of a majority of the ROP Governing Board members shall be required in order to constitute a quorum for the conduct or transaction of business. No action of the ROP Governing Board shall be valid unless a majority of the membership concur therein by their votes.

**g. Budget.** On or before March 1<sup>st</sup>, an annual ROP budget recommendation prepared under the direction of the ROP Executive Director, as designee of the CUSD Superintendent, will be provided to each Party showing the estimated amount of money and purpose. Upon approval by each Party, the budget recommendation shall be incorporated and adopted by the ROP Governing Board in compliance with the timeline required in Education Code 52327.5 to hold a public hearing on the proposed ROP budget before June 15th, and adopt the ROP budget by the June 30th deadline per the Education Code. The ROP will reimburse CUSD at cost for its use of CUSD services (e.g., janitorial, human resources, etc.).

**h. Fiscal Duties and Responsibilities.** The ROP Governing Board shall have no authority to incur financial obligations that result in expenditures in any particular fiscal year exceeding the funds available in its general and reserve funds in connection with the ROP. Except as otherwise required by law, the debts, liabilities, and obligations of the ROP do not constitute debts, liabilities, and obligations of any Party. The ROP Governing Board shall have the authority and responsibility to receive, accept, and expend or disburse funds by contract or otherwise, whether from private or public agencies, for purposes consistent with the provisions hereof and in accordance with state law, and shall have the duty to maintain at all times a complete and accurate system of accounting for said funds. The Treasurer of the County of Orange shall act as a depository to all funds of the ROP. The ROP Governing Board shall authorize all expenditures of funds.

**5. FUNDING.** LBUSD has contributed \$138,908 to the ROP in fiscal year 2015-2016. CUSD has contributed \$1,250,000 to the ROP in fiscal year 2015-2016. Funding for

future fiscal years will be established as set forth in Section 4-g of this Agreement. The Parties acknowledged a 2014-2015 ROP surplus consisting of reserves that was redistributed to the Parties after the close of the 2014-2015 fiscal year in the proportions initially contributed: 97% to CUSD, and 3% to LBUSD.

**6. SCHEDULE OF PAYMENTS.** Concurrently with its adoption of the annual budget, the ROP Governing Board shall adopt an annual schedule of payments to be made by the Parties, based upon the dates scheduled for receipt of state apportionment. Payments shall consist of their respective shares of the ROP operating funds for the fiscal year covered by the budget. The amount of each share shall be determined in accordance with Section 5 of this Agreement. This schedule of payments shall specify the monthly payment due and the total amount due from each Party. Payments shall be made when due by each Party in accordance with the schedule of payments.

**7. CONTRIBUTIONS.** Without in any way limiting the powers otherwise provided for in this Agreement, the ROP Governing Board shall have the power and authority to receive, accept, and utilize the services of personnel offered by any of the Parties to this Agreement, or their representatives or agents; to receive, accept, and utilize property, real or personal, from any of the Parties or their agents or representatives; to receive, hold, dispose of, to construct, operate, and maintain buildings and other improvements; and to receive, accept, expend, and disburse funds, by contract or otherwise, for purposes consistent with the provisions of this Agreement, which funds may be provided by either of the Parties or their agents or representatives.

**8. SERVICES.** CUSD will provide the following ROP business services: technology, payroll, student attendance, shipping-and-receiving, deliveries, facility maintenance, and security. Non-teaching ROP employee workplaces will be in a CUSD facility. Each Party shall be responsible for cost of operations, custodial, and campus supervision in connection with ROP classrooms and activities conducted on their respective campuses.

**9. AUDIT.** The fiscal transactions of the ROP shall be audited annually by a firm of licensed certified public accountants to be selected by the ROP Governing Board. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Government Code Section 26909 and shall conform to generally accepted auditing standards. When the annual audit is made, a report thereof shall be filed as a public record with each of the Parties to this Agreement. Any cost of the audit shall be borne by the ROP.

**10. INSURANCE.** The ROP Governing Board shall provide necessary insurance to provide coverage in accordance with state law in regards to property and liability, including liability of its own members. Notwithstanding the provisions of Education Code Section 51769, it shall be the responsibility of the ROP, rather than the Parties, to provide workers' compensation insurance coverage to students who are receiving community classroom and internship training through the ROP.

**11. WITHDRAWAL OF PARTIES.** The powers of authority of the ROP Governing Board shall continue until termination of this Agreement. Prior to March 1 of each fiscal year, any Party may provide notice to other Parties of its intention to withdraw from this Agreement as of June 30 of that year. A condition precedent to withdrawal from this Agreement shall be that the Party wishing to withdraw must either discharge, or arrange to discharge, all pending obligations it has assumed under this Agreement as are reasonably satisfactory to the ROP Governing Board. Each fiscal year, the Parties shall determine prior to March 1 whether they intend to contribute operating funds to the ROP during the following fiscal year. If a Party determines that it will not be providing operating funds for the ROP, notice of that decision shall be given to the Superintendents of each Party and shall serve as notice of its withdrawal. A Party will incur no liability for any obligation incurred by the ROP after the date of submission of the notice of withdrawal. With respect to any reserves accumulated by the ROP as of the fiscal year end, a Party that withdraws from this Agreement shall be entitled to a share of such reserves upon withdrawal, in the proportions set forth in Section 5 of the Agreement. If any such reserves exist upon termination of this Agreement, all terminating Parties shall receive a proportionate share of such reserves. In the event that a Party withdraws from this Agreement, the withdrawing Party shall have the option to maintain and operate any property, equipment, or structure of the ROP located on/at said Party's campuses or District offices until a disposition of ROP property takes place. At the end of the fiscal year, the ROP Executive Director will determine the value of all assets, and make arrangements for a fair and equitable distribution based on the proportions outlined in Section 5 of this Agreement.

**12. DISPOSITION OF PROPERTY AND FUNDS.** In the event of the complete rescission or final termination of this Agreement by all parties hereto, any property interest remaining following a discharge of all obligations shall be disposed of as the ROP Governing Board shall then determine, with the objective of returning to each Party which is then or was theretofore a party to this Agreement a proportionate return on the monetary contributions made to such properties by such parties. The assets (subject to depreciation), real property, and buildings shall be redistributed to the Parties in the proportions initially contributed: 97% to CUSD, and 3% to LBUSD. Surplus funds remaining after all outstanding obligations shall be divided in the same proportions.

**13. AMENDMENT.** This Agreement may be amended, in writing, by a simple majority vote of the Boards of Trustees of each Party, provided that any amendment is to further carry out the mission of the ROP or to comply with new legislation applicable to such a regional occupational program. Any such amendment shall be effective upon the date of final execution thereof by such Boards of Trustees.

**14. SEVERABILITY.** Should any portion, term, condition, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized officers thereunder duly authorized as set forth herein below.

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
Gila Jones, President of the Board of Trustees

\_\_\_\_\_  
Date

**LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
Jan Vickers, President of the Board of Trustees

\_\_\_\_\_  
Date

**COLLEGE AND CAREER ADVANTAGE  
Enrollment Numbers**

High School	2019-20	2020-21	2021-22	2022-23
ANHS	2,292	2,043	2,602	2,384
Cal Prep	30	43	64	58
CUHS	210	1,123	98	140
CVHS	1,892	1,507	1,636	1,474
DHHS	1,992	1,650	2,018	1,900
SCHS	1,600	1,388	1,542	1,536
SJHS	2,582	2,045	2,616	2,280
THS	1,710	1,625	1,856	1,654
LBHS	632	521	580	816
<b>HS Totals</b>	<b>12,940</b>	<b>10,792</b>	<b>13,012</b>	<b>12,242</b>



**DISCUSSION**

**Agenda Item 36  
March 8, 2023**



**COLLEGE AND CAREER ADVANTAGE  
Program Planning**

**COURSE OFFERINGS UPDATE**

**Each year we meet with every high school principal to plan for the upcoming year and review our progress from the prior year.** Below is an update on the progress and plans going forward.

- ANHS
  - Enlarge and update Engineering classroom beginning Summer 2023
  - Update Biotechnology classroom-Completed.
- CUHS
  - Field trips to adult campus each trimester-completed with 8 sign ups from last year.
- CVHS
  - Sports Medicine classroom updated.
  - Robotics added new room for practice field.
- DHHS
  - Sports Medicine classroom updated.
- LBHS
  - Ambulance will be added to EMT program as soon as we are able to locate a suitable vehicle.
- SCHS
  - Engineering to join IB pathway (first IB CTE course).
- SJHHS
  - Site was not able to find a space for new Sports Medicine room.
- THS
  - Sports Medicine classroom updated.
  - E-sports lounge to open in March or April.
- After-bell Classes-Adding one section of each:
  - Lifeguarding-ran first semester and cancelled due to low enrollment second semester. Will try again in the Fall adding beach guarding.
  - Add second section of Fashion to collaborate with CVHS theater.
  - Adding another teacher to robotics due to high numbers.