LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Regular Meeting
of the

Board of Education

April 21, 2015

AGENDA

ADMINISTRATION
Sherine Smith, Ed.D., Superintendent of Schools
Darlene Messinger, Assistant Superintendent, Instructional Services
Dean West, Assistant Superintendent, Business Services
Leisa Winston, Director Human Resources & Public Communication

BOARD OF EDUCATION
Ketta Brown, President
William Landsiedel, Clerk
Carol Normandin, Member
Dee Perry, Member
Jan Vickers, Member

For information regarding Laguna Beach Unified School District, please visit our website: www.lbusd.org

LAGUNA BEACH UNIFIED SCHOOL DISTRICT
REGULAR MEETING
550 Blumont
Laguna Beach, CA 92651

April 21, 2015

Closed Session 5:00 P.M.
Open Session 6:00 P.M.

AGENDA

1. **CALL TO ORDER**

2. **ROLL CALL TO ESTABLISH QUORUM**

3. **PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS**

4. **ADJOURN TO CLOSED SESSION**

   A. NEGOTIATIONS
   (Pursuant to Government Code §54957.6)

   i. Employee Organization: LaBUFA
   District Negotiator: Leisa Winston
   ii. Employee Organization: CSEA
   District Negotiator: Leisa Winston
   iii. Employee Organization: Unrepresented Employees
   District Negotiator: Leisa Winston

RECORDING OF SCHOOL BOARD MEETINGS
All Open Session School Board Meetings will be audio recorded.

5. **CALL TO ORDER - REGULAR SESSION**

6. **PLEDGE OF ALLEGIANCE**

7. **REPORT ON CLOSED SESSION ACTION**

8. **ADOPTION OF AGENDA**

9. **SPECIAL RECOGNITIONS**

   a. Workability Partners

10. PUBLIC COMMENT (Non- Agenda Items)

Opportunities for public input occur at each agenda item and at Public Comment. Members of the public may address the Board of Education regarding items not on the agenda, yet within the Board's subject matter jurisdiction, during Public Comment. The public may speak about items that are on the agenda during consideration of that item. Speaking time is limited to three (3) minutes per speaker with a maximum of twenty (20) minutes per topic.

Persons wishing to address the Board should complete and submit a public comment card, available on the information table. Matters not on the agenda cannot be acted upon or discussed by the Board. The Board may ask staff to research and respond accordingly.

11. REPORTS

- *Student Representative(s)*
- *LaBUFA Representative*
- *CSEA Representative*
- *Organizations – Boosters, PTA, SchoolPower*
- *Board Members*
- *Superintendent*
- *Cabinet Members*

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12. PUBLIC HEARING

Public Hearing in accordance with Board Policy 4305, the Board of Education publicly present the CSEA Chapter 131 and Laguna Beach Unified School District's Joint Proposal for a Successor Collective Bargaining Agreement. (See Consent Calendar Item 13.l.)

13. 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 as listed below. The Superintendent and the Staff recommend approval and or ratification of all Consent Calendar items. Any item may be removed from the Consent Calendar at the request of a Board member and acted on separately.

a. Approval of Minutes
   i. March 24, 2015 – Regular Meeting
   ii. April 15, 2015 – Special Meeting

b. Approval/Ratification of Personnel Report

c. Approval of Conference/Workshop Attendance

d. Approval of Field Trips

e. Approval of Interdistrict Attendance Agreements – Resident Students to Other District(s)

f. Approval of Release of Resident Student(s) to Orange County Department of Education Community Home Education Program

g. Denial of Interdistrict Attendance Agreements –Students from Other District(s)

h. Approval of Agreements for Contracted Services – Special Education

i. Acceptance of Gifts-Checks Totaling $4,600.00 and In Kind Donation

j. Approval/Ratification of Warrants #382511 through #382715 in the amount of $806,058.27 Dates: 03/17/15 through 04/07/15

k. Ratification of Certificated Payroll 09A in the Amount of $1,895,857.61
Ratification of Classified Payroll 09B in the Amount of $594,607.52
Ratification of Certificated Payroll 09C in the Amount of $39,317.20

l. Approval of Sunshine Proposal with CSEA for 2015-2016

m. Approval of Third Quarter Report to County Superintendent of Schools on Williams Uniform Complaints (Required by Education Code Section 35186)

n. Community Facilities District 98-1 (Crystal Cove) Administrative Expense Fund Disbursements Totaling $1,348.11

o. Approval of Agreement for Contracted Services with All City Management Services, Inc., to Provide a School Crossing Guard at Thurston Middle School for the 2015-2016 Fiscal Year with a Not-to-Exceed Amount of $12,500.

p. Approval of Agreement Contracted Services with Megan Hartshorne, RD for Enhancement and Expansion of the Nutrition Department for the Period July 1, 2015 – June 30, 2016 with a Not-to-Exceed Amount of $37,500

q. Approval of Agreement for Contracted Services with Melissa Manning, RD for Student Nutrition Consulting Services for the 2015/2016 School Year with a Not-to-Exceed Amount of $7,500

r. Approval of Agreement for Contracted Services with Nicole Miller & Associates, Inc., to Conduct Investigations into the Legal Residency of Enrolled Students Within the Jurisdiction of Laguna Beach Unified School District as well as Risk Management Investigations with a Not-to-Exceed Amount of $30,000

s. Approval of Agreement for Contracted Services for the Third Year of a Three-Year Annually Renewable Term with Vavrinek, Trine, Day & Co., LLP for District Annual Auditing Services for Fiscal Years 2013/2014 with Not-to-Exceed Amount of $34,000, 2014/2015 with a Not-To-Exceed Amount of $34,000 and 2015/2016 with a Not-To-Exceed Amount of $35,000

t. Approval of Agreement for Contracted Services with David Taussig & Associates, Inc., to Administer the Mello-Roos Special Taxes in Community Facilities District ("CFD") No. 98-1 with a Not-to-Exceed Amount of $12,000 Plus Direct Costs Not-to-Exceed $1,000 for a Total Contractual Not-to-Exceed Amount of $13,000 for Fiscal Year 2015/2016

u. Approval to Renew Site License and Service Agreement with SchoolsFirst Federal Credit Union for the Automated Teller Machine Located at the Front of the District Office

v. Approval to Authorize a piggyback award of Newport-Mesa Unified School District Bid #114-14 Office and School Supplies and Equipment to Office Depot

w. Approval of Agreement for Contracted Services with the Orange County Department of Education for Bi-Tech System Support and Implementation and Software Support Services with a Not-to-Exceed Amount of $17,723 for Fiscal Year 2015-2016

x. Approval/Ratification School Readiness 2014/15 School Year: Preschool Partnership Between Laguna Beach Unified School District and the Laguna Beach Boys and Girls Club Preschool, Not to Exceed $20,000

INFORMATION ITEMS

14. COMMON CORE SITE LEADS – LAGUNA BEACH HIGH SCHOOL

- Darlene Messinger, Assistant Superintendent, Instructional Services

- Chris Herzfeld, Principal, Laguna Beach High School

It is proposed that the Board of Education receive the report from Laguna Beach High School Common Core Site Leads Kristin Cowles, Mindy Hawkins, Carrie Denton, and Janet Steele, along with Assistant Principal Lisa Brackez and Principal Chris Herzfeld.

15. REPORT ON CALIFORNIA ASSESSMENT OF STUDENT PERFORMANCE AND PROGRESS (CAASPP)

- Darlene Messinger, Assistant Superintendent, Instructional Services

- Amy Kernan, Coordinator, Assessment, Accountability & Special Projects

The report on the California Assessment of Student Performance and Progress (CAASPP) is provided for informational purposes to provide an overview of progress and status of our CAASPP testing plan and process.

16. REVIEW LAGUNA BEACH HIGH SCHOOL ATHLETIC FIELDS SLOPE PLANTING PLAN

- Dean West, Assistant Superintendent, Business Services

– Jeff Dixon, Director, Facilities

It is proposed that the Board of Education receive a report from Jeff Dixon, Director of Facilities, on the planting types, locations, and tree attributes related to the recently completed LBHS slope planting and irrigation project.

17. BOARD POLICIES – FIRST READING OF BOARD POLICY 4000: CONCEPTS AND ROLES

– Sherine Smith, Superintendent

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies and Administrative Regulations and deleting Board Policies as necessary. The committee recommends the Board move the policy forward for a second reading at the May 12 Board meeting updating Board Policy 4000: Concepts and Roles.

18. BOARD POLICIES – FIRST READING OF BOARD POLICY 4020: DRUG AND ALCOHOL FREE WORKPLACE

– Sherine Smith, Superintendent

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies and Administrative Regulations and deleting Board Policies as necessary. The committee recommends the Board move the policy forward for a second reading at the May 12 Board meeting for adoption of Board Policy 4020: Drug and Alcohol Free Workplace; and, deletion of Board Policy 4005: Drug and Alcohol Free Workplace.

19. BOARD POLICIES – FIRST READING OF BOARD POLICY 4030: NON-DISCRIMINATION IN EMPLOYMENT

– Sherine Smith, Superintendent

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies and Administrative Regulations and deleting Board Policies as necessary. The committee recommends the Board move the policies and administrative regulations forward for a second reading at the May 12 Board meeting for adoption of Board Policy 4030: Nondiscrimination in Employment; and, deletion of Board Policies 4001: Equal Employment Opportunity/Affirmative Action; 4002: EEO/Affirmative Action Complaint Procedure; and, 4004: Complaint Procedure for All Illegal Harassment.

20. ADMINISTRATIVE REGULATIONS – FIRST READING OF ADMINISTRATIVE REGULATION 4031: COMPLAINTS CONCERNING DISCRIMINATION IN EMPLOYMENT

– Sherine Smith, Superintendent

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies and Administrative Regulations and deleting Board Policies as necessary. The committee recommends the Board move the administrative regulation forward for a second reading at the May 12 Board meeting for adoption of Administrative Regulation 4031: Complaints Concerning Discrimination in Employment.

21. BOARD POLICIES – FIRST READING OF BOARD POLICY AND ADMINISTRATIVE REGULATION 4040: EMPLOYEE USE OF TECHNOLOGY

– Sherine Smith, Superintendent

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies and Administrative Regulations and deleting Board Policies. The committee recommends the Board move the policy and administrative regulation forward for a second reading at the May 12 Board meeting for adoption of Board Policy and Administrative Regulation 4040: Employee Use of Technology; and, deletion of Board Policy 4019: Employee Technology Use Policy.

22. BOARD POLICIES – FIRST READING OF BOARD POLICY 4111/4211/4311: RECRUITMENT AND SELECTION

– Sherine Smith, Superintendent

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies and Administrative Regulations and deleting Board Policies as necessary. The committee recommends the Board move the policy forward for a second reading at the May 12 Board meeting for adoption of Board Policy 4111/4211/4311: Recruitment and Selection; and, deletion of Board Policy 4006: Recruitment and Selection.

23. BOARD POLICIES – FIRST READING OF BOARD POLICY 4112.4/4212.4/4312.4: HEALTH EXAMINATIONS

– Sherine Smith, Superintendent

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies and Administrative Regulations and deleting Board Policies as necessary. The committee recommends the Board move the policy forward for a second reading at the May 12 Board meeting for adoption of Board Policy 4112.4/4212.4/4312.4: Heath Examination; and, deletion of Board Policy 4010: Health Examinations.

24. ADMINISTRATIVE REGULATIONS – FIRST READING OF ADMINISTRATIVE REGULATIONS 4112.5/4312.5: CRIMINAL RECORD CHECK AND 4212.5: CRIMINAL RECORD CHECK

– Sherine Smith, Superintendent

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies and Administrative Regulations and deleting Board Policies as necessary. The committee recommends the Board move the administrative regulations forward for a second reading at the May 12 Board meeting adoption of Administrative Regulations 4112.5/4312.5: Criminal Record Check and 4212.5: Criminal Record Check.

25. BOARD POLICIES – FIRST READING OF BOARD POLICY 4118 AND ADMINISTRATIVE REGULATIONS 4118 AND 4218: DISMISSAL/ SUSPENSION/DISCIPLINARY ACTION

– Sherine Smith, Superintendent

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies and Administrative Regulations and deleting Board Policies as necessary. The committee recommends the Board move the policy and administrative regulations forward for a second reading at the May 12 Board meeting for adoption of Board Policy and Administrative Regulations 4118 and 4218: Dismissal/ Suspension/Disciplinary Action.

26. BOARD POLICIES – FIRST READING OF ADMINISTRATIVE REGULATION 4117.6: DECISION NOT TO REHIRE

– Sherine Smith, Superintendent

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies and Administrative Regulations and deleting Board Policies as necessary. The committee recommends the Board move the administrative regulation forward for a second reading at the May 12 Board meeting for adoption of Administrative Regulation 4117.6: Decision Not to Rehire.

27. BOARD POLICIES – FIRST READING OF BOARD POLICY AND ADMINISTRATIVE REGULATION 4119.11/4219.11/4319.11: SEXUAL HARASSMENT

– Sherine Smith, Superintendent

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies and Administrative Regulations and deleting Board Policies as necessary. The committee recommends the Board move the policy and administrative regulation forward for a second reading at the May 12 Board meeting for adoption of Board Policy and Administrative Regulation 4119.11/4219.11/4319.11: Sexual Harassment and deletion of Board Policy 4003.

28. BOARD POLICIES – FIRST READING OF BOARD POLICY AND ADMINISTRATIVE REGULATION 4121: TEMPORARY SUBSTITUTE PERSONNEL

– Sherine Smith, Superintendent

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies and Administrative Regulations and deleting Board Policies as necessary. The committee recommends the Board move the policy and administrative regulation forward for a second reading at the May 12 Board meeting for adoption of Board Policy and Administrative Regulation 4121: Temporary Substitute Personnel and deletion of Board Policy 4017: Employment of Substitute Certificated Employees, and Employment of Substitute and Short-Term Employees Not in the Classified Services.

29. MONTHLY FINANCIAL REPORT

- Dean West, Assistant Superintendent, Business Services

The Monthly Financial Report is a financial report to maintain the Board of Education's awareness on the year to date financial activity of the District. The General Fund is presented with perspective of the current budget. The District budget is adopted by July 1 of each year and revised as of October 31 and January 31 with report dates no later than December 15 and March 15, respectively.

ACTION ITEMS

30. AUTHORIZE STAFF TO NEGOTIATE WITH TOP SELECTED FIRMS FROM THE REQUEST FOR PROPOSAL (RFP) FOR ARCHITECTURAL SERVICES FOR THE LAGUNA BEACH HIGH SCHOOL STADIUM RENOVATION, SITE FEASIBILITY STUDY FOR ADDING BUILDINGS/CAPACITY, AND DSA CLOSE-OUT ASSISTANCE FOR OLD NON-CERTIFIED PROJECTS

- Dean West, Assistant Superintendent, Business Services

– Jeff Dixon, Director, Facilities

It is proposed that the Board of Education authorize staff (Jeff Dixon & Dean West) to negotiate with top selected firms from the Request for Proposal (RFP) for architectural services for the Laguna Beach High School stadium renovation, site feasibility study for adding buildings/capacity, and DSA close-out assistance for old non-certified projects.

31. DIRECT STAFF TO PURSUE ONE, OR NONE, OF THE PROPOSED OPTIONS RELATED TO ADDING NEW FENCING AROUND BASEBALL FIELD OR RECONFIGURING THE FIELD TO MITIGATE ERRANT BASEBALLS FROM ESCAPING THE FIELD OF PLAY

- Dean West, Assistant Superintendent, Business Services

– Jeff Dixon, Director, Facilities

It is proposed that the Board of Education direct staff to pursue one, or none of, the proposed options related to adding new fencing around baseball field or reconfiguring the field to mitigate errant baseballs from escaping the field of play.

32. BOARD POLICIES – READING FOR APPROVAL OF BOARD POLICY AND ADMINISTRATIVE REGULATION 5117: INTERDISTRICT ATTENDANCE AND DELETION OF BOARD POLICY 5035: INTERDISTRICT TRANSFERS

– Sherine Smith, Superintendent

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies/Bylaws and Administrative Regulations and deleting Board Policies as necessary. The committee recommends adoption of Board Policy and Administrative Regulation 5117: Interdistrict Attendance and Deletion of Board Policy 5035: Interdistrict Transfers.

33. BOARD BYLAW – READING FOR APPROVAL OF BOARD BYLAW 9323: MEETING CONDUCT

– Sherine Smith, Superintendent

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies/Bylaws and Administrative Regulations and deleting Board Policies as necessary. The committee recommends adoption of Board Bylaw 9323.

34. REVISED JOB DESCRIPTION: RECEPTION AND COUNSELING OFFICE ASSISTANT

- Leisa Winston, Director, Human Resources and Public Communications

It is proposed that the Board of Education approve revisions to the job description of Reception and Counseling Office Assistant, formerly Administrative Secretary I

35. JOB DESCRIPTION: ELEMENTARY PHYSICAL EDUCATION TEACHER

- Leisa Winston, Director, Human Resources and Public Communications

It is proposed that the Board of Education approve the job description of Elementary Physical Education Teacher.

36. REVISED JOB DESCRIPTION: PUBLIC COMMUNICATIONS AND RELATIONS LIAISON

- Leisa Winston, Director, Human Resources and Public Communications

It is proposed that the Board of Education approve revisions to the job description of Public Communications and Relations Liaison.

37. INCREASE HOURS OF ATHLETIC TRAINER, LAGUNA BEACH HIGH SCHOOL FROM 6.0 HOURS PER DAY TO 8.0 HOURS PER DAY, 10 MONTHS PER YEAR

- Leisa Winston, Director, Human Resources and Public Communications

Staff recommends increasing the hours of the Athletic Trainer position at Laguna Beach High School from 6.0 hours per day to 8.0 hours per day, 10 months per year.

38. ADJOURNMENT – Ketta Brown, President, Board of Education

INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD BY PARENTS AND CITIZENS PRESENT AT THIS MEETING

We are pleased you have joined us for this meeting. Community interest in our schools is welcome and valued.

The members of the LBUSD Board of Education are locally elected officials, serve four-year terms of office, and are responsible for the schools' educational programs, grades kindergarten through twelve. The Board is a policy-making body whose actions are guided by the District's vision, mission, and goals. Administration of the District is delegated to a professional administrative staff led by the Superintendent. Board members are required to conduct the programs of the schools in accordance with the Constitution of the State of California, the California Education Code, and other laws relating to schools enacted by the Legislature, in addition to policies and procedures adopted by the Board of Education.

Materials that are public records related to open session agenda items are occasionally distributed to Board members after the agenda has been posted. These materials will be available for public inspection in the Office of the Superintendent between the hours of 7:30 a.m. and 4:30 p.m.

WHAT TO DO IF YOU WISH TO ADDRESS THE BOARD OF TRUSTEES

ITEMS ON THE AGENDA: Members of the public may address the Board of Education on agenda items during consideration of that item. Speaking time is limited to three (3) minutes per speaker with a maximum of twenty (20) minutes per topic, unless the time limit is waived by a majority of the Board.

Persons wishing to address the Board are asked to complete and submit a public comment card, available on the information table.

PUBLIC COMMENT (Non-Agenda Items): Members of the public may address the Board of Education regarding items not on the agenda, yet within the Board's subject matter jurisdiction during public comment. Speaking time is limited to three (3) minutes per speaker with a maximum of twenty (20) minutes per topic, unless the time limit waived by a majority of the Board. Legally, the Board cannot take action on topics raised by speakers and discussion may not be held by the Board. The Board may ask staff to research and respond accordingly.

REASONABLE ACCOMMODATION

In accordance with the Americans with Disability Act, members of the public who require disability accommodation to participate in the meeting should contact the Office of the Superintendent in writing by noon on the Friday before the scheduled meeting.

12. PUBLIC HEARING **April 21, 2015**

Presentation of the Classified School Employees Association, Chapter 131, and Laguna Beach Unified School District's Joint Proposal for a Successor Collective Bargaining Agreement and Announcement of a Requisite Public Hearing

Proposal

It is proposed that in accordance with Board Policy 4305, the Board of Education publicly present the CSEA Chapter 131 and Laguna Beach Unified School District's Joint Proposal for a Successor Collective Bargaining Agreement and hold the requisite public hearing to allow the public to comment on the proposals.

Background

After the Public Hearing, the Board will direct administration to acknowledge public comments; subsequently representatives of the District and the employee organization shall begin formal negotiations.

Included with the agenda item, please find the Initial Proposals for the 2015-2016 school year, which reflect Interest-based Bargaining as the anticipated process. This is a required step in the formal negotiations process.

Budget Impact

There is no budget impact at this time.

Recommended Action

It is recommended that the Board of Education officially present the District and Association's Initial Proposals for a Successor Collective Bargaining Agreement and hold the requisite public hearing to allow the public to comment on the proposals. Subsequently, the Board of Education should officially close the public hearing and direct administration to acknowledge public comments and commence negotiations.

Prepared by:

Leisa Winston
Director, Human Resources
& Public Communications

Submitted by:

Sherine Smith, Ed.D.
Superintendent of Schools

13.a.i. CONSENT/ACTION **April 21, 2015**

Approval: **Minutes**

Board of Education
Minutes of Regular Meeting
March 24, 2015

Call to Order

The Regular Meeting of the Board of Education was called to order by Board President Brown at 5:33 p.m., at the Central Offices for Laguna Beach Unified, 550 Blumont, Laguna Beach, California.

Roll Call to Establish Quorum

Quorum was established.

Members Present: Ketta Brown
William Landsiedel
Jan Vickers
Dee Perry
Carol Normandin – Arrived at 5:35 p.m.

Public Comment on Closed Session Items

None.

Adjourn to Closed Session

It was moved by Clerk Landsiedel and seconded by Member Vickers to adjourn to Closed Session. President Brown called for the vote. Motion carried 4-0-1 with members Brown, Landsiedel, Vickers, and Perry voting yes to adjourn to Closed Session. Member Normandin was not yet present. The meeting adjourned to Closed Session at 5:03 p.m. to discuss the following:

A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
(Pursuant to Government Code §54957)

B. NEGOTIATIONS
(Pursuant to Government Code §54957.6)

i. Employee Organization: LaBUFA
District Negotiator: Leisa Winston
ii. Employee Organization: CSEA
District Negotiator: Leisa Winston

iii. Employee Organization: Unrepresented Employees
District Negotiator: Leisa Winston

It was moved by Member Vickers and seconded by Clerk Landsiedel to adjourn Closed Session.

President Brown called for the vote.

Motion carried by a vote of 5-0 with members Brown, Landsiedel, Vickers, Perry, and Normandin voting yes to adjourn Closed Session. The Board adjourned Closed Session at 6:02 p.m.

Open Session reconvened at 6:05 p.m.

Present at Board Meeting

Members Present:	Ketta Brown William Landsiedel Dee Perry Carol Normandin Jan Vickers
Employee Group Representatives:	Linda Barker, President LaBUFA Margaret Warder, President, CSEA
Staff:	Sherine Smith, Ed.D., Superintendent Darlene Messinger, Assistant Superintendent, Instructional Services Dean West, Assistant Superintendent of Business Services Leisa Winston, Director, Human Resources and Public Communications Victoria Webber, Executive Assistant Irene White, Director, Special Education/Student Services Shannon Soto, Director Fiscal Services Jeff Dixon, Director of Facilities Mike Morrison, Chief Technology Officer Amy Kernan, Coordinator, Assessment and Accountability Chris Duddy, Principal, El Morro Mike Conlon, Principal, Top of the World Jenny Salberg, Principal, Thurston Middle School Christopher Herzfeld, Principal, LBHS Kevin Yates, Public Communications and Relations Liaison
Student Representatives:	Collette Hammett

Pledge of Allegiance

President Brown led the Board, staff, and members of the audience in reciting the Pledge of Allegiance to the Flag of the United States of America.

Report of Closed Session Action

There was no report from Closed Session.

Adoption of Agenda

It was moved by Member Vickers and seconded by Clerk Landsiedel to adopt the agenda.

Discussion: None.

President Brown called for the vote.

Motion carried by a vote of 5-0 with members Brown, Landsiedel, Vickers, Perry, and Normandin voting yes to adopt the agenda.

Special Recognitions

Jordan Villwock – Emergency Management Coordinator Laguna Beach Police Department

Mr. Jeff Dixon introduced Mr. Jordan Villwock and gave an overview of the CERT program and the nine modules required to become certified. Mr. Dixon thanked Mr. Villwock for his dedication to the CERT program and for continuing to encourage employees of LBUSD to participate in the program. Mr. Dixon presented Mr. Villwock with a certificate of appreciation. Mr. Dixon introduced new Laguna Beach Police Chief Farinella who said a few words.

Public Comment (Non- Agenda Items)

Ms. Marilyn Johnson addressed the Board regarding the potential view obstruction the newly planted Eucalyptus trees may bring. She provided photos of current trees to the Board to show their height and view impairment.

Dr. Gunn Marie Hansen addressed the Board. She asked that the Board consider options for increasing parent involvement in the future. She specifically mentioned Next Generation Science Standards (NGSS) and the LCAP process.

Mr. Howard Hills addressed the Board. He asked that the Board consider installing video recording similar to the City's system. He also thanked Dr. Smith for scheduling a discussion

about landscaping for the April 21 meeting.

Mr. Hopping addressed the Board. He shared his views about the LBHS mascot and advocated for a Learn to Swim program.

Reports

Student Representatives – Collette Hammett

- Incoming 9th grade family night to be held March 26
- ASB elections are underway
- Red Cross Blood drive April 2
- Provided an update on spring athletics

LaBUFA Representative – Linda Barker, LaBUFA President
Mrs. Barker could not be in attendance due to a training conflict.

- No report

CSEA Representative – Margaret Warder, CSEA President
Ms. Warder's update included:

- Thanked Mrs. Winston for all the collaborative work on the Reclassification Committee
- Shared information on a newly published article in the CSEA Focus Magazine showcasing El Morro students titled *Helping Kids Belong – Making Sure No One Eats Alone*

PTA – Kathleen Fay, Council President
Mrs. Fay was not in attendance.

SchoolPower – Robin Rounaghi

- Gala was a great success and the Fund-A-Need goal was exceeded

Board Members
Board members reported as follows:

Member Normandin

- No report

Member Perry

- Toured classrooms with Principal Salberg at Thurston Middle School
- Attended Community Coalition Meeting
- Attended Bye Bye Birdie

Member Vickers

- Attended Thurston Middle School PTA meeting: Jeff Dixon presented information on facilities improvements that are in process

- Attended Gold Ribbon lunch at Thurston
- Thanked Leisa Winston for the callout message regarding the Trophy Invite
- Stated the Trophy Invite was very successful
- Attended two South Coast ROP meetings

Clerk Landsiedel

- Concurred the Trophy Invite was very successful. Stated that more than 2,000 athletes participated; barbequed more than 550 hamburgers and 400 hotdogs

President Brown

- No Report

Superintendent Smith

- Offered kudos to the following:
  - Margaret Warder and the leadership team of CSEA Chapter 131
  - Mike Morrison for his work with SchoolPower for the gala and the 4CLE initiative as a whole, plus all of the other work from his division
  - Leisa Winston for the incredible amount of work continuously in process
  - Darlene Messinger for her work with Common Core trainings
  - Principals for their top notch work
  - Dean West for keeping everything moving smoothly on the financial side and his work in developing the LCAP with instruction
  - Dean West and Jeff Dixon for their work on facilities and capacity planning

Cabinet

Darlene Messinger, Assistant Superintendent, Instructional Services

- Kudos to Mike Morrison and the Instructional Services team. Technology is having an amazing impact in classrooms
- Instructional Services is expanding training for 21st Century Learning through Project Based Learning (PBL)
- Attended Crystal Apple Awards where teachers Steve Sogo and Janet Steele were honored
- Shared that Irvine Unified has chosen to implement Integrated Math Pathways and Dr. Callahan is supporting them, as well as Huntington Beach Union High School District
- Participated in a tour of Saddleback Valley College with members of South Coast ROP staff
- Discussions regarding GATE certification for staff are in progress
- Finalizing review of SchoolPower teacher grants
- Participated in elementary walk-throughs

Leisa Winston, Director, Human Resources

- Commended Margaret Warder for her efforts in getting the article about El Morro students into CSEA's Focus magazine
- LBUSD's reclassification model is viewed as a model for collaboration by other districts
- Congratulated Kristin Cowles as the LBUSD Teacher of the Year. Kristin teaches at Laguna Beach High School

Dean West, Assistant Superintendent, Business Services

- No Report

CONSENT CALENDAR

It was moved by Member Vickers and seconded by Clerk Landsiedel to approve the Consent Calendar, items a-l.

a. Approval of Minutes
   iv. March 5, 2015 (Special Meeting)
   v. March 10, 2015 (Regular Meeting
b. Approval/Ratification of Personnel Report
c. Approval of Conference/Workshop Attendance
d. Approval of Interdistrict Attendance Agreements – Resident Students to Other District(s)
e. Approval of Interdistrict Attendance Agreements –Students from Other District(s)
f. Approval of Agreements for Contracted Services – Special Education
g. Acceptance of Gifts-Checks Totaling $7,379.95
h. Approval/Ratification of Warrants #382395 through #382510 in the amount of $712,756.74 Dates: 03/04/15 through 03/16/15
i. Ratification of Certificated Payroll 08A in the Amount of $1,892,397.43
   Ratification of Classified Payroll 08B in the Amount of $666,477.20
   Ratification of Certificated Payroll 08C in the Amount of $65,293.45
j. Approval of 2015 Summer School Program
k. Approval of Student Teaching Agreement with Concordia University
l. Approval of Quarterly Report – Board Policy 3002 – Investments

Discussion: Member Vickers explained she believes the minutes are informative and an improvement over minutes from the past.

Clerk Landsiedel asked for information regarding other student teaching agreements.

President Brown called for a roll call vote.

Motion carried 5-0 with members Brown, Landsiedel, Vickers, Perry, and Normandin voting yes to approve the Consent Calendar, items a-l.

INFORMATION ITEMS

Common Core Site Leads – El Morro Elementary: Effective Strategies for Student Learning

Principal Chris Duddy introduced teachers Jennifer Chen, Elizabeth Harris, Tami Mays and Shannon Velotta, who gave a presentation on the Effective Strategies for Student Learning at El Morro Elementary. The presentation covered the following topics:

- Shift to Common Core in Primary Grades
- Things Teachers Must Do
- Reaching All Learners
- Multiple Ways of Solving Problems
- Current Projects
- Effects on Students

Discussion: Board members commented on the presentation.

Mr. Howard Hills asked that Dr. Callahan's credentials be emailed to him at Howard.Hills@me.com

Report on Local Control Accountability Plan (LCAP) Progress

Mrs. Darlene Messinger shared that District staff has gone to great lengths to ensure communication with stakeholders. Presentations have been given during PTA Council meetings, school site PTA meetings, District LCAP Advisory Committee meetings, and staff meetings. In addition, surveys have been conducted both this year and last school year, which enable the District to collect valuable data. Principals and staff have created quality site plans, which have also included outreach and communication with stakeholders. Ms. Kernan is working with each School Site Advisory committee.

Discussion:

Member Vickers asked how many parent representatives are on each School Advisory Committee. Ms. Kernan responded that two parents are elected at each site, in addition to teachers and classified staff.

Ms. Kernan thanked all members of the LCAP Advisory Committee. She shared that during the most recent committee meeting all principals shared their school plans for review and feedback by members. Instructional Services will continue to work with principals to update their plans based on the discussion and results of the committee meeting. Plans will be presented to the Board in a Weekly Update.

She also shared that each site plan is aligned to the LCAP and in addition to the Advisory Committee, students provided much insightful data through a survey. An information item will be on the May agenda and the LCAP will come to the Board for approval in June.

Mr. Howard Hills addressed the Board and requested that the LCAP goals be sent to him.

Monthly Financial Report
Mr. West reviewed the financial information through the end of February.

Discussion: None.

ACTION ITEMS

South Coast ROP Joint Powers Agreement with Capistrano Unified School District
Superintendent Smith introduced the item and stated the Capistrano Unified desires to restructure the South Coast ROP program. Staff recommends approval of the revised JPA as presented.

It was moved by Member Vickers and seconded by Clerk Landsiedel to approve the amended South Coast ROP Joint Powers Agreement with Capistrano Unified School District.

Discussion: Clerk Landsiedel thanked Member Vickers and President Brown for their work on this committee. He shared his concern about money being pulled out of the program. He asked that District staff take a serious look at alternatives for next year.

Member Vickers shared that alternatives are already being looked at because his concerns are shared by herself and President Brown, as well as District staff.

President Brown called for the vote.

Motion carried 5-0 with members Brown, Landsiedel, Vickers, Perry, and Normandin voting yes to approve the amended South Coast ROP Joint Powers Agreement with Capistrano Unified School District.

Revised Job Description: Human Resources Technician
Mrs. Leisa Winston introduced the item and stated that it is the District's practice to review and update job descriptions when a position becomes vacant. Melinda Grace will retire in May and to fly the job prior to her leaving, the description needs to be updated.

It was moved by Member Vickers and seconded by Member Normandin to approve the revised job description for the Human Resources Technician.

Discussion: None.

President Brown called for the vote.

Motion carried 4-0-1 with members Brown, Vickers, Perry, and Normandin voting yes to approve the revised job description for the Human Resources Technician. Mr. Landsiedel was

absent for the vote.

Increase Hours of Campus Supervisor Position at Thurston Middle School from 4.25 Hours Per Day to 5.75 Hours Per Day, 10 Months Per Year
Mrs. Leisa Winston introduced the item and stated the position and needs have been re-evaluated with the promotion of the employee who held the position prior.

It was moved by Member Vickers and seconded by Clerk Landsiedel to approve increasing the hours of a campus supervisor position at Thurston Middle School from 4.25 hours per day to 5.75 hours per day, 10 months per year.

Discussion: None.

President Brown called for the vote.

Motion carried 5-0 with members Brown, Landsiedel, Vickers, Perry, and Normandin voting yes to approve increasing the hours of a campus supervisor position at Thurston Middle School from 4.25 hours per day to 5.75 hours per day, 10 months per year.

Award of Contract to Tangram Interiors for Furniture and Equipment
Mr. Dean West introduced Ms. Shannon Soto, Director of Fiscal. Ms. Soto stated that she has been working on the bid for furniture in collaboration with Mr. Mike Morrison and the 4CLE committee. Authorization was given by the Board to advertise and one responsive bid was received.

It was moved by Clerk Landsiedel and seconded by Member Vickers to approve awarding a contract to Tangram Interiors for furniture and equipment.

Discussion: None.

President Brown called for the vote.

Motion carried 5-0 with members Brown, Landsiedel, Vickers, Perry, and Normandin voting yes to approve awarding a contract to Tangram Interiors for furniture and equipment.

Permission to Advertise: Invitation to Bidders in a General Circulation Newspaper for Laguna Beach High School – Tennis Court No. 6 Soil Nail Reinforced Slope
Mr. Jeff Dixon explained the need to reinforce the slope, match the walls, and the first begin addressing the drainage issue, to the Board.

It was moved by Member Vickers and seconded by Clerk Landsiedel to approve authorizing permission to advertise an invitation to bidders in a general circulation newspaper for Laguna Beach High School – tennis court no. 6 soil nail reinforced slope.

Discussion: Member Perry asked for clarification on the process, which Mr. Dixon provided.

President Brown called for the vote.

Motion carried 5-0 with members Brown, Landsiedel, Vickers, Perry, and Normandin voting yes to approve authorizing permission to advertise an invitation to bidders in a general circulation newspaper for Laguna Beach High School – tennis court no. 6 soil nail reinforced slope.

Board Bylaws Updates
It was moved by Member Vickers and seconded by Clerk Landsiedel to take the Board Bylaws from table so they can be discussed.

President Brown called for the vote.

Motion carried 5-0 with members with members Brown, Landsiedel, Vickers, Perry, and Normandin voting yes to take the Board Bylaws from the table.

Superintendent Smith stated that the Board Policy Committee reviewed the Bylaws at the December 1 committee meeting and recommended bringing them forward as listed.

It was decided that each Bylaw would be voted on in a separate motion.

It was moved by Member Vickers and seconded by Clerk Landsiedel to approve adoption of Board Bylaw 9006, which includes updated changes to the Education Code, to include the codes listed in Board Bylaw 9121 and 9123, to delete Board Bylaws 9121 and 9123, and to include language regarding operations in the Board handbook.

Discussion: None

President Brown called for the vote.

Motion carried 5-0 with members with members Brown, Landsiedel, Vickers, Perry, and Normandin voting yes to approve adoption of Board Bylaw 9006 with the updated changes to the Education Code, to include the codes listed in Board Bylaw 9121 and 9123, to delete Board Bylaws 9121 and 9123, and to include language regarding operations in the Board handbook.

It was moved by Member Vickers and seconded by Clerk Landsiedel to approve adoption of Board Bylaw 9321, Closed Session Purposes and Agendas, and 9321.1, Closed Session Actions and Reports.

Discussion: None

President Brown called for the vote.

Motion carried 5-0 with members with members Brown, Landsiedel, Vickers, Perry, and Normandin voting yes to approve adoption of Board Bylaw 9321, Closed Session Purposes and Agendas, and 9321.1, Closed Session Actions and Reports.

It was moved by Member Vickers and seconded by Clerk Landsiedel to approve adoption of Board Bylaw 9322, Agenda/Meeting Materials.

Discussion: None

President Brown called for the vote.

Motion carried 5-0 with members with members Brown, Landsiedel, Vickers, Perry, and Normandin voting yes to approve adoption of Board Bylaw 9322, Agenda/Meeting Materials.

Mr. Howard Hills addressed the Board. He stated he has been watching the process of approving bylaws and does not believe that public had enough notice. He is going to review the grievance procedures in the bylaws because he believes there are problems in the policies.

It was moved by Member Vickers and seconded by Clerk Landsiedel to postpone the adoption of Board Bylaw 9323 to allow staff to obtain clarification.

Discussion: None

President Brown called for the vote.

Motion carried 5-0 with members with members Brown, Landsiedel, Vickers, Perry, and Normandin voting yes to postpone the adoption of Board Bylaw 9323 to allow staff to obtain further clarification.

It was moved by Member Vickers and seconded by Clerk Landsiedel to approve adoption of Board Bylaw 9323.2 and Exhibit 9323.2, Actions by the Board.

Discussion: None

President Brown called for the vote.

Motion carried 5-0 with members with members Brown, Landsiedel, Vickers, Perry, and Normandin voting yes to approve adoption of Board Bylaw 9323.2 and Exhibit 9323.2, Actions by the Board.

It was moved by Member Vickers and seconded by Clerk Landsiedel to approve adoption of Board Bylaw 9324, Minutes and Recordings.

Discussion: None

President Brown called for the vote.

Motion carried 5-0 with members with members Brown, Landsiedel, Vickers, Perry, and Normandin voting yes to approve adoption of Board Bylaw 9324, Minutes and Recordings.

Adjournment

It was moved by Clerk Landsiedel and seconded by Member Vickers to adjourn the meeting.

President Brown stated the next regular meeting of the Board of Education is Tuesday, April 21.

President Brown called for the vote.

Motion carried 5-0 with members Brown, Landsiedel, Vickers, Perry, and Normandin voting yes to adjourn. The meeting adjourned at 8:47 p.m.

_____
William Landsiedel
Clerk of the Board
April 21, 2015

Approval: **Minutes**

Board of Education
Minutes of Special Meeting
April 15, 2015

Call to Order

The meeting was called to order at 9:04 a.m.

Roll Call to Establish Quorum

Roll call to establish Quorum :

Members Present: Ketta Brown
William Landsiedel
Jan Vickers
Dee Perry
Carol Normandin – absent for roll call

Staff Present: Sherine Smith, Ed.D., Superintendent
Victoria Webber, Executive Assistant
Mike Morrison, Chief Technology Officer
Shannon Soto, Director, Fiscal Services

Pledge of Allegiance

President Brown led the Board, staff, and members of the audience in reciting The Pledge of Allegiance to the Flag of the United States of America.

Adoption of Agenda

It was moved by Member Vickers and seconded by Member Landsiedel to approve the agenda as presented.

Discussion: None.

President Brown called for the vote.

Motion carried by a vote of 4-0-1 with members Brown, Landsiedel, Vickers, and Perry voting yes to adopt the agenda. Member Normandin had not yet arrived.

Member Normandin arrived at 9:05 a.m.

Public Comment (Non-Agenda Items)

Mr. Howard Hills addressed the Board. He stated that he felt he needed to read the Brown Act in its entirety to better educate himself on Board proceedings.

Action Item

Award of Contracts to Cox Communications, for SIP Trunk, 101 Measured Business Lines, and Local and Long Distance Services

Mr. Morrison introduced the item, stating that the approval of these contracts would result in a cost savings to the District, not only monetarily, but in staff time as well.

Discussion:

Member Perry asked if the services would remain the same. Mr. Morrison stated they would be the same or better.

Member Normandin stated that Cox was not a great company when their business was moved out of the city, but she believed it is fine for businesses, such as school districts that remain in one location.

Member Vickers asked about the cost over time. Mr. Morrison stated the cost would remain the same for the three year term of the contract, with an optional renewal for two, one-year periods.

Mr. Howard Hills addressed the Board. His stated his desire to have school board meetings video-taped and that the videos should be kept as a permanent record. He tied his comments to this Board item by relating it to communications.

It was moved by Member Vickers and seconded by Member Landsiedel to approve awarding contracts to Cox Communications for SIP Trunk, 101 Measured Business Lines, and Local and Long Distance Services.

President Brown called for the vote.

Motion carried by a vote of 5-0 with members Brown, Landsiedel, Vickers, Perry and Normandin voting yes to award contracts to Cox Communications for SIP Trunk, 101 Measured Business Lines, and Local and Long Distance Services.

Public Comment on Closed Session Agenda Item

Mr. Howard Hills addressed the Board. He stated he likes Dr. Smith personally and believes the problems he has with the District are the result of a change of culture within the Board that has occurred within the last ten years. He believes that it is time for the Board to find a replacement for Superintendent Smith. He distributed a document to the Board.

Adjourn to Closed Session

It was moved by Member Normandin and seconded by Member Landsiedel to adjourn to Closed Session.

Discussion: None.

President Vickers called for the vote.

Motion carried by a vote of 5-0 with members Brown, Landsiedel, Vickers, Perry and Normandin voting yes to adjourn to Closed Session.

The meeting adjourned to Closed Session at 9:19 a.m. for the regular quarterly Board/Superintendent evaluation session and progress report on goals.

A. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION – GOALS**
Government code 54957
Title: Superintendent of Schools

Victoria Webber, Mike Morrison, and Shannon Soto were not in attendance for closed session.

Adjournment of Closed Session

It was moved by Member Vickers and seconded by Member Perry to adjourn Closed Session.

Discussion.

Motion carried by a vote of 5-0 with members Brown, Landsiedel, Vickers, Perry and Normandin voting yes to adjourn. Closed Session was adjourned at11:08 a.m.

Report Out of Closed Session

President Brown reported no action was taken in Closed Session.

It was moved by Member Landsiedel and seconded by Member Normandin to adjourn the meeting.

President Brown called for the vote.

Motion carried by a vote of 5-0 with members Brown, Landsiedel, Vickers, Perry and Normandin voting yes to adjourn. The meeting was adjourned at 11:10 a.m.

William Landsiedel
Clerk of the Board
April 21, 2015

Laguna Beach Unified School District

13.b. CONSENT/ACTION **April 21, 2015**

Approval/Ratification: Personnel Report

Proposal

It is proposed that the Board of Education approve/ratify the Certificated and Classified Personnel Report including various actions which are required to meet the needs of the District.

Background

Processing of various certificated and classified personnel actions are required for the operation of the District. Compensation to personnel is within budgeted amounts in accordance with Board of Education policy.

Budget Impact

Expenditures are within budgeted appropriations as indicated.

Recommended Action

It is recommended that the Board of Education approve/ratify the Personnel Report and direct the Superintendent to authorize the actions requested in the report.

Prepared by:

Dawn Brown
Administrative Assistant,
Human Resources and
Public Communications

Submitted by:

Leisa Winston
Director, Human Resources
and Public Communications

Sherine Smith, Ed.D.
Superintendent of Schools

PERSONNEL REPORT **April 21, 2015**

I. RATIFICATION

Name:	Position/Site:		Effective Date:
Alonda Hartford	BYOD Summer Work		July 1, 2014 to
	Laguna Beach High School	General Fund	September 30, 2014
	0113457175-1360	$36.946 per hour	
	NTE: 40 hours		

II. RETIREMENTS/RESIGNATONS:

Name:	Position/Site:	Effective Date:
Rosalie Triggs	Administrative Secretary I	April 3, 2015
PC05SS0401	Laguna Beach High School	

III. LEAVES:

Name:	Position/Site:		Effective Date:
Cory Day	Elementary Teacher		September 8, 2015 to
	Top of the World Elementary	Permanent Employee	June 23, 2016
	0108011005-1110	20% Leave of Absence	
	Job Share with Erica Rahall	80% Employment Contract	
Erica Rahall	Elementary Teacher		September 8, 2015 to
	Top of the World Elementary	Permanent Employee	June 23, 2016
	0108011005-1110	80% Leave of Absence	
	Job Share with Cory Day	20% Employment Contract	

IV. EMPLOYMENT:

Name:	Position/Site:		Effective Date:
Amy McNeely	Campus Supervisor		April 13, 2015
PC06SA0909	Thurston Middle School	General Fund	
	0106011008-2910	Permanent Employee/Increase of Hours	
	Range: 24 Step: B	$19.712 per hour	
	5.75 hours per day, 5 days per week, 10 month academic work calendar		
	Replaces: Johnny Vasquez		
Ed McReynolds	Custodian II		March 30, 2015
PC06OS0303 &	Thurston Middle School & LBHS	General Fund	
PC05OS0303	0106477409-2215 (75%)	Probationary Employee	
	0105477409-2215 (25%)	$3694 per month	
	Range: 29 Step: A + $42 shift		
	8 hours per day, 5 days per week, 12 month work year		
	Replaces: New Position Board Approved 1/12/15		

IV. EMPLOYMENT: (continued)

Name:	Position/Site:		Effective Date:
Noah Montes	Instructional Aide II/Special Education		April 13, 2015
PC04SE0108	Thurston Middle School	Special Ed Funds	
	0104613150-2115	Probationary Employee	
	Range: 23 Step: B	$19.304 per hour	
	5.75 hours per day, 5 days per week, 10 month academic work calendar		
	Replaces: Kimberly O'Brien		
John Motley	Custodian II		March 23, 2015
PC08OS0301	Top of the World Elementary	General Fund	
	0108477409-2215	Probationary Employee	
	Range: 29 Step: E + $42 shift	$4499 per month	
	8 hours per day, 5 days per week, 12 month work year		
	Replaces: Roberto Arevalo		
Roger Romero	Athletics Facilities Custodian		April 1, 2015
PC05OS0101	Laguna Beach High School	General Fund	
	0105477409-2215	Probationary Employee	
	Range: 30 Step: A + $42 shift	$3786 per month	
	8 hours per day, 5 days per week, 12 month work year		
	Replaces: Kalven Lee		

V. EMPLOYMENT: Stipends

Name:	Position/Site:		Effective Date:
Linda Barker Marilyn Beauchemin James Brusky Linda Hill-Lindsay Jackie Parker Elizabeth Phillips Margaret Warder	Insurance Committee District Wide Services 0101377130-1170	General Fund NTE: $1,056	February 1, 2015 to June 30, 2015
Jon Hendrickson	Division Chair - English		January 27, 2015 to
	Laguna Beach High School	General Fund	June 18, 2015
	0105091012-1370	NTE: $850.50	
	Replaces: Sarah Benson		
Ina Wu	CAASPP Test Coordinator		March 1, 2015 to
	Thurston Middle School	General Fund	June 30, 2015
	0106091008-1370	NTE: $681.00	

VI. EMPLOYMENT: Short Term Assignments - Extra Duty

Name:	Position/Site:		Effective Date:
Jeremy Chung	WASC Review Laguna Beach High School 0105091012-1370 NTE: 4 hours	General Fund $36.946 per hour	December 1, 2014 to May 31, 2015
Mike Churchill	Attend Department Chair Meetings Laguna Beach High School 0105091012-1370 NTE: 10 hours	General Fund $36.946 per hour	December 1, 2014 to June 30, 2015
Carrie Denton	MTSS Coordinator Laguna Beach High School 0105011012-1180 NTE: 30 hours	General Fund $36.946 per hour	September 1, 2014 to June 30, 2015
Carrie Denton	WASC Leader Laguna Beach High School 0105011012-1180 NTE: 40 hours	General Fund $36.946 per hour	September 1, 2014 to March 31, 2015
Carrie Denton	WASC Review Laguna Beach High School 0105091012-1370 NTE: 4 hours	General Fund $36.946 per hour	December 1, 2014 to May 31, 2015
Michelle Foster	WASC Review Laguna Beach High School 0105091012-1370 NTE: 4 hours	General Fund $36.946 per hour	December 1, 2014 to May 31, 2015
Jim Garvey	WASC Review Laguna Beach High School 0105091012-1370 NTE: 4 hours	General Fund $36.946 per hour	December 1, 2014 to May 31, 2015
Jayne Greenwalt	Friendship Club Top of the World Elementary 0104292600-2145 NTE: 22 hours	Special Ed Fund Short Term/Intermittent Work Hours $26.25 per hour	March 30, 2015 to May 21, 2015

VI. EMPLOYMENT: Short Term Assignments - Extra Duty (continued)

Name:	Position/Site:		Effective Date:
Jon Hendrickson	WASC Review Laguna Beach High School 0105091012-1370 NTE: 4 hours	General Fund $36.946 per hour	December 1, 2014 to May 31, 2015
Kristen Kaa	WASC Leader Laguna Beach High School 0105011012-1180 NTE: 40 hours	General Fund $36.946 per hour	September 1, 2014 to March 31, 2015
Brandon Lee	Friendship Club El Morro Elementary 0104292600-2145 NTE: 22 hours	Special Ed Fund Short Term/Intermittent Work Hours $26.25 per hour	March 30, 2015 to May 21, 2015
Jennifer Lundblad	WASC Review Laguna Beach High School 0105091012-1370 NTE: 4 hours	General Fund $36.946 per hour	December 1, 2014 to May 31, 2015
Nancy Mooers	WASC Review Laguna Beach High School 0105091012-1370 NTE: 4 hours	General Fund $36.946 per hour	December 1, 2014 to May 31, 2015
Scott Wittkop	WASC Review Laguna Beach High School 0105091012-1370 NTE: 4 hours	General Fund $36.946 per hour	December 1, 2014 to May 31, 2015

VII. EMPLOYMENT: Short Term Assignments - PTA

Name:	Position/Site:		Effective Date:
Anna Miltenberger	After School Program - Art El Morro Elementary 0107015600-2145 NTE: 33 hours	PTA funds $26.25 per hour	January 12, 2015 to May 28, 2015

VIII. EMPLOYMENT: Short Term Assignments - Performing Arts

Name:	Position/Site:		Effective Date:
Zachary Hollander	Drum/Percussion Instructor Laguna Beach High School 0102315890-2270 NTE: $2500.00	PA Funds Intermittent Work Hours $26.25 per hour	February 1, 2015 to June 30, 2015

VIII. EMPLOYMENT: Short Term Assignments - Performing Arts (continued)

Name:	Position/Site:		Effective Date:
Andrew Pearson	Dance Guest Choreographer		March 1, 2015 to
	Laguna Beach High School	PA Funds	June 30, 2015
	0102315890-2270	Intermittent Work Hours	
	NTE: $500.00	$26.25 per hour	

IX. EMPLOYMENT: Short Term Assignments - Performing Arts/Booster Funds

Name:	Position/Site:	Effective Date:
None		

X. EMPLOYMENT: Short Term Assignments - ASB Funds

Name:	Position/Site:		Effective Date:
Betsy Klein	Ticket Sales - Boys Volleyball		March 17, 2015 to
	Laguna Beach High School	ASB funds	May 16, 2015
	0105311155-2990	Intermittent Work Hours	
	NTE: 50 hours	$26.25 per hour	

XI. EMPLOYMENT/RELEASES: Short Term Assignments - Coaches/General Fund

Work Site: Laguna Beach High School
General Fund Account: 0105311075-1185/2140

Fall Sports Calendar 2014/15:

Pre-Season:	July 31 - August 13, 2014
In-Season:	August 14 - November 7, 2014
CIF Playoff:	November 4 - Sudden Death

Winter Sports Calendar 2014/15:

Pre-Season:	October 27 - November 17 2014
In-Season:	November 10 - February 13, 2015
CIF Playoff:	February 17, 2014 to Sudden Death

Spring Sports Calendar 2014/15:

Pre-Season:	January 26 - February 6, 2015
Pre-Season Baseball:	February 9 - February 27, 2015
In-Season:	February 9 - May 15, 2015
CIF Playoff:	May 9, 2015 to Sudden Death

Releases:

Name:	Sport:	Date:
None		

Employment:

Name:	Position:	Stipend:
None		

XII. EMPLOYMENT/RELEASES: Short Term Assignments - Coaches/Booster Funded

Work Site: Laguna Beach High School
Booster Account: 0105315310-1185/2140

Fall Sports Calendar 2014/15:

Pre-Season:	July 31 - August 13, 2014
In-Season:	August 14 - November 7, 2014
CIF Playoff:	November 4 - Sudden Death

Winter Sports Calendar 2014/15:

Pre-Season:	October 27 - November 17 2014
In-Season:	November 10 - February 13, 2015
CIF Playoff:	February 17, 2014 to Sudden Death

Spring Sports Calendar 2014/15:

Pre-Season:	January 26 - February 6, 2015
Pre-Season Baseball:	February 9 - February 27, 2015
In-Season:	February 9 - May 15, 2015
CIF Playoff:	May 9, 2015 to Sudden Death

Employment - Fall Season:

Football:

Name:	Position:	Stipend:
Spencer Harrell	Assistant Coach, Post Season	$1,000.00

Employment - Spring Season:

Soccer-Boys:

XIII.

Name:	Position:	Stipend:
Daniel Richards	Head Coach, Post Season	$3,000.00

Track - Boys

Name:	Position:	Stipend:
Tyler Nichols	Volunteer Assistant Coach, InSeason	$0.00

SUBSTITUTES: Employment and Resignations

Release/Resignations - Substitute Teachers & Classified Substitutes:

Employment:

Name:	Position/Site:		Effective Date:
Elias Levanway	Substitute Athletic Trainer		December 1, 2014
Pablo Martinez	Substitute Teacher		February 23, 2015
Jenny Rievley	Substitute Theater Tech		February 5, 2015
Carol Summers	Substitute Speech Pathologist		March 2, 2015
Keely Chism	Substitute School Psychologist District Wide Services 0102014011-1290 Schedule: School Psychologist $579.412 per diem Reason: GATE testing	Special Ed Fund Step: 6 NTE: 6 days	April 13, 2015 to April 24, 2015

REDUCTION IN WORK YEAR

Name:	**Position/Site:**		**Effective Date:**
Vacant	Transition Services Coordinator		August 24, 2015
	Laguna Beach High School		
	0104033200-2420 (75%)	TPP Grant Funds	
	0104644575-2920 (25%)	Workability Grant Funds	
	Range: 27		
	8 hours per day, 5 days per week, 12 month work year reduced to		
	8 hours per day, 5 days per week, 11 month work year		
	Replaces: Corey Brown		

13.c. CONSENT/ACTION **April 21, 2015**

Approval/Ratification: Conference/Workshop Attendance

Luisa Martinez, Mary Parlapanides, and Christine Wagner – "2nd Annual MTSS Conference - The 'How' of MTSS: Building on Strengths and Sustaining What Works" April 15, 2015 – Irvine, CA. Participants will learn how MTSS supports students in schools and how to implement.

Fiscal Impact:

$ 375.00	Registration
$ 31.35	Transportation
$ 250.00	Substitutes
$ 656.35	TOTAL

Account #0102015380 - 5220 Staff Buyout Travel & Conference
Account #0102015380 - 1190 Staff Buyout Substitutes

Tracy Slater and Sara Hopper – "Accelerating Language: A Work in Progress 2" April 24, 2015 – Seal Beach, CA. Dr. Ronald Leaf, Dr. John McEachin, Dr. Tracee Parker, Dr. Mitchell Taubman and Lety Palos-Rafuse will present on recently developed language programs to help children with Autism communicate.

Fiscal Impact: No Cost

Darlene Messinger, Mike Morrison, Amy Kernan, Yadi Rojas, Irene White, and Linda Barker – "UDL Now: Implementing Common Core Standards Using Universal Design for Learning" April 30, 2015 – Costa Mesa, CA. Participants will develop an understanding of the fundamental concepts of Universal Design for Learning (UDL).

Fiscal Impact:

$ 900.00	Registration
$ 80.50	Transportation
$ 980.50	TOTAL

Account #0102017165 - 5220 Common Core Travel & Conference

Brett Bond, Tauna La Pierre, Rose Haynes, Michelle Douglas, Marianne Bynum, Erica Ranall, and Patti Raburn – "Strategies to Engage All Students in Common Core" May 5, 2015 – Costa Mesa, CA. Participants will learn differentiation and engagement strategies for students in diverse classroom groupings.

Fiscal Impact:

$ 525.00	Registration
$ 112.70	Transportation
$ 875.00	Substitutes
$1,512.70	TOTAL

Account #0102017165 – 5220 Common Core Travel & Conference
Account #0102017165 – 1190 Common Core Substitutes

Mark Alvarez and Dawn Hunnicut – "Link Crew Basic Training" May 11-13, 2015 – Temecula, CA. Teachers will receive training to lead the Link Crew program, which is senior leaders adopting all freshmen.

Fiscal Impact:

$5,540.00	Registration
$ 72.45	Transportation
$ 375.00	Substitutes
$5,987.45	TOTAL

Funding is provided by PTA ($5,000) and Pacific Life ($987.45) Donations

Victoria Webber – "Meetings Master" June 19, 2015 – Ontario, CA. Participants will engage in proactive practical concepts, distinctions, strategies, and practices that will lead to greater value in meeting planning and execution.

Fiscal Impact:

$ 350.00	Registration
$ 29.30	Transportation
$ 25.00	Meals
$ 404.30	TOTAL

Account #0101377100 – 5220 Superintendent Travel & Conference

Total Expenses: $9,541.30

Prepared by:

Victoria Webber
Executive Assistant
to the Superintendent

Submitted by:

Sherine Smith, Ed.D.
Superintendent of Schools

Laguna Beach Unified School District

13.d. CONSENT/ACTION **April 21, 2015**

Approval: **Student Field Trips**

Proposal

It is proposed that the Board of Education approve the following student field trips:

1. Laguna Beach High School

Destination:	Ojai Tennis Tournament
Date:	April 23-25, 2015
Chaperone(s):	Don Davis
Cost to Student:	$0
Number of Students:	2
Transportation:	Automobile
Accommodations:	Oakridge Inn

One doubles team has advanced to the CIF Tennis Invitational.

2. Laguna Beach High School

Destination:	Eureka Fest at MIT
Date:	June 18-21, 2015
Chaperone(s):	Steve Sogo and Alonda Hartford
Cost to Student:	$500-700
Number of Students:	2
Transportation:	Automobile and Airplane
Accommodations:	MIT Dorm Rooms

Students will present their invention (water sterilizer) to an audience of several hundred people. This is the culmination of the InvenTeam Grant cycle.

Background

The principal has approved the teacher's Applications for Field Trip requests and submitted the applications for approval in accordance with Board Policy 6019. This policy provides forms for use by parents/guardians giving permission for their student(s) to participate in field trips and authorization for medical care and a waiver in conformance with Education Code Section 35330.

The District's liability insurance through ASCIP provides field trip coverage in the following areas: (1) coverage against claims by a parent for negligence by the District if the student is injured, and (2) coverage for any damage caused by a student.

Prepared by:

Victoria Webber
Executive Assistant
to the Superintendent

Submitted by:

Sherine Smith, Ed.D.
Superintendent of Schools

Laguna Beach Unified School District

13.e. CONSENT/ACTION **April 21, 2015**

Approval: Interdistrict Attendance Agreements – Resident Students to Other District(s)

Proposal

It is proposed that the Board of Education approve the following Interdistrict Attendance Agreement(s) for resident student(s) to attend another school district.

Background

Board Policy 5035 and Education Code 48204 provide for Interdistrict Attendance Agreements. These agreements are based upon factors that will positively affect student achievement and welfare. The Agreement must also be approved by the Board of Education of the cooperating district.

Implications

The action will allow resident student(s) to attend another school district. It is the practice of staff to recommend approval as per Board policy; however, Board members have the option to consider each case separately in approving or denying requests. These requests are for the 2015/2016 school year.

Budget Impact

The District will experience a reduction in expenditures associated with student instruction as a result of reduced student enrollment.

Recommended Action

It is recommended that the Board of Education approve the attached list of students requesting Interdistrict Attendance Agreements as presented.

Prepared by:

Amy Kernan
Coordinator, Assessment Accountability & Special Projects

Submitted by:

Darlene Messinger
Assistant Superintendent
Instructional Services

Sherine Smith, Ed.D.
Superintendent of Schools

Laguna Beach Unified School District

Interdistrict Attendance Agreements – Student(s) to Other District(s)
April 21, 2015

Name	Grade	District	Reason
Ramon J.	2	Capistrano USD	2
Emma P.	10	Saddleback Valley USD	6
Olivia M.	8	Tustin USD	6
Matthew D.	7	Capistrano USD	6
Sydney C.	12	Saddleback Valley USD	6
Kyle K.	12	Irvine USD	6

(1) Child Care
(2) Geographic Location
(3) Renewal
(4) Relocated
(5) Senior Privilege
(6) Special Need/Request

Laguna Beach Unified School District

13.f. CONSENT/ACTION **April 21, 2015**

Approval: Release of Resident Student(s) to Orange County Department of Education Community Home Education Program.

Proposal

It is proposed that the Board of Education approve the release of the student(s) to attend the Orange County Department of Education Community Home Education Program.

Background

Education Code 1981(b) provides that, at the request of a pupil's parent or guardian, the school district of attendance may approve the pupil's enrollment in a county community school.

The release of students to the Orange County Department of Education Community Home Education Program would result in an approximate cost of $6,095 per student, which is our district's estimated 2014/2015 per ADA (average daily attendance) revenue limit for community school.

These funds are used to provide curriculum books and materials for the students.

Due to the elimination of State aid ($120.00 per ADA) for basic aid school districts, there is no apportionment from which the State may transfer funds directly to Orange County Community Schools.

Although the funding has been eliminated, the District is responsible for the cost of educating these students and payment is made from our General Fund to Orange County Community Schools on an annual basis. The expenditure will be budgeted and will occur at year-end.

There were five students who reside within our District that attended Community schools for the 2013/2014 school year at an approximate cost of $27,590.

Based on an escalated student count in 2008/2009, staff conducted an analysis of the program to determine the feasibility of LBUSD operating its own cost-effective Home Education Program. The educational program, ancillary student activities, staffing, materials and facilities were considered. The analysis revealed that it would not be cost-effective to provide a comprehensive educational program for the students requesting release.

Budget Impact

Approval of this request will result in an approximate expense of $6,095. Based upon historical attendance information, funds are budgeted for fiscal year 2014/2015 within the General Fund.

- 2014/2015 approximate cost is as follows:

2 student(s) approved (9/23/14, 12/9/15)	$ 12,190
1 student(s) pending approval (4/21/15)	6,095
TOTAL	$ 18,285

Recommended Action

Per counsel, it is legally permissible to disapprove the release of students to community home education programs because of a negative fiscal impact.

Staff is requesting approval from the Board of Education for the release of the student(s) to the Orange County Department of Education Community Home Education Program.

Prepared by:

Amy Kernan
Coordinator, Assessment, Accountability and Special Projects

Submitted by:

Darlene Messinger
Assistant Superintendent
Instructional Services

Sherine Smith, Ed.D.
Superintendent of Schools

Laguna Beach Unified School District

Release of Student(s) to OCDE Community Home Education Program
April 21, 2015

Name	Grade	District	Reason
Taylor M.	9	OCDE Home Education Program	6

(1) Child Care
(2) Geographic Location
(3) Renewal
(4) Relocated
(5) Senior Privilege
(6) Special Need/Request

Laguna Beach Unified School District

13.g. CONSENT/ACTION **April 21, 2015**

Denial: Interdistrict Attendance Agreements Student(s) From Other Districts.

Proposal

It is proposed that the Board of Education deny the following Interdistrict Attendance Agreement request(s) for student(s) to attend Laguna Beach Unified School District.

Background

Board Policy 5035 and Education Code 48204 provide for Interdistrict Attendance Agreements. Because of limited District resources, the Governing Board discourages transfers into the District and will consider approving such transfers only on a case-by-case basis through an Interdistrict Attendance Agreement with another district.

AB 97, which re-enacted SB 140 or the "Allen Bill", states that a district may (not must) grant admittance to a non-resident student if the parent(s) or guardian(s) of the student are employed by the district. Upon advice of County Counsel, the intent of the bill considers an employee to be a full-time employee with consideration to childcare.

Implications

This proposed action would deny the request of a non-resident student to attend Laguna Beach Unified Schools. The request(s) is/are for the 2014/2015 school years.

Budget Impact

No budget impact will occur as a result of this action.

Recommended Action

It is recommended that the Board of Education deny the attached request(s) for Interdistrict Attendance Agreements.

Prepared by:	Submitted by:	
Amy Kernan Coordinator, Assessment Accountability & Special Projects	Darlene Messinger Assistant Superintendent Instructional Services	Sherine Smith, Ed.D. Superintendent of Schools

Interdistrict Attendance Agreements – Student(s) from Other District(s)
September 23, 2014

Name	Grade	District	Reason
Parker O.	4	Capistrano USD	4

(1) Child Care
(2) Geographic Location
(3) Renewal
(4) Relocated
(5) Senior Privilege
(6) Special Need/Request

Laguna Beach Unified School District

13.h. CONSENT/ACTION **April 21, 2015**

Approval: Agreements for Contracted Services-Special Education

Proposal

It is proposed that the Board of Education approve the attached list of contracts required to secure necessary services for special education students.

Implications

Approval by the Board of Education will provide needed services for eligible special education students that cannot presently be provided by District staff. Approval will maintain District compliance with Education Codes.

Budget Impact

The expenses associated with the attached contracts are included in the current Special Education budget.

Recommended Action

It is recommended that the Board of Education authorize the contracts.

Prepared by:	Submitted by:	
Debby Nash	Irene White	Sherine Smith, Ed.D.
Special Education/Student Services Specialist	Director, Special Education/ Student Services	Superintendent of Schools

Laguna Beach Unified School District

Contracts – April 21, 2015

Contractor	Description of Services	Term	Funding	Cost
Independent Contract Melinda D. Gillinger, DHH Specialist	IEP meetings, observations, report writing for a Deaf/Hard of Hearing impaired student	11/06/14-03/19/15	Outside Agency 0104632900-5889	$3,637
Independent Contract Melinda D. Gillinger, DHH Specialist	Deaf/Hard of Hearing consultation for a hearing impaired student	03/19/15-06/18/15	Outside Agency 0104632900-5889	$7,800
Independent Contract Total Recall Captioning, Inc.	On-site communication Access Realtime Translation (C.A.R.T.) for a hearing impaired student	03/30/15-06/18/15	Outside Agency 0104622510-5860	$7,394
Parent Reimbursement	Reimbursement for preschool tuition for a special education student	04/01/15-06/30/15	Parent Reimbursement 0104602150-5877	$ 600
Parent Reimbursement	Reimbursement for preschool tuition for a special education student	04/01/15-06/30/15	Parent Reimbursement 0104602150-5877	$ 600
Amendment Coyne & Associates Education Corporation	IBI supervision for a special education student	02/17/15-06/30/15	Non-Public Agency 0104602140-5894	$2,720
Addendum Ocean View School	Transportation and 1:1 aide for a special education student in a Non Public School	03/31/15-06/30/15	Non-Public School 0104632210-5875	$10,500
Individual Contract Western Youth Services, Inc.	Individual Counseling, IEP attendance, Case Management for a special education student	04/08/15-06/30/15	Non-Public Agency 0104132980-5889	$2,100

Laguna Beach Unified School District

13.i. CONSENT/ACTION **April 21, 2015**

Approval: Acceptance of Gifts – Checks Totaling $4,600.00 and In Kind Donation

Proposal

It is proposed that the Board of Education accept the following gift(s) to the District – checks totaling $4,600.00.

Implications

After acceptance by the Board of Education, a letter of thanks and acknowledgement will be mailed to the donor(s).

Recommended Action

It is recommended that the Board of Education accept the following gift(s), as presented:

Type of Gift	Donor	Amount/Gift	Disposition
Checks	Parents	$1,000.00	EM
In Kind Donation	ProGroup Labor (Printing/Installation)	"Branding" in Mr. Shen's Classroom	LBHS
Check	Festival of the Arts Foundation	$1,500.00	TMS
Checks	Parents	$2,100.00	TOW
Total		**$4,600.00**	

Prepared by:

Teri Holloway
Administrative Assistant
Business Services

Submitted by:

Dean West
Assistant Superintendent
Business Services

Sherine Smith, Ed.D.
Superintendent of Schools

SELECT Check ID's and Numbers: 76@ ; Check Dates: 031715

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00382511	03/17/15	ALL CITY MANAGEMENT SE	MISC OUTSIDE VENDOR	0106098040	5860	MISC OUTSIDE VENDOR	342.80
						CHECK TOTAL:	342.80
00382512	03/17/15	AMERICAN LOGISTICS COM	FEBRUARY 2015	0104256700	5100	SUBAGREEMENTS FOR SERVIC	26,192.50
						CHECK TOTAL:	26,192.50
00382513	03/17/15	Andrew Crisp	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	30.52
						CHECK TOTAL:	30.52
00382514	03/17/15	BUCKETFILLER FOR LIFE	MISC OUTSIDE VENDOR	0108015040	5860	MISC OUTSIDE VENDOR	925.00
						CHECK TOTAL:	925.00
00382515	03/17/15	CONTRERAS, AARON	4/14-4/16 PARAEDUCATOR CONF	0102015380	5220	TRAVEL & CONFERENCE	329.20
						CHECK TOTAL:	329.20
00382516	03/17/15	Dick Blick	MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS	117.57
						CHECK TOTAL:	117.57
00382517	03/17/15	Fisher Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	286.42
			MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	195.50
						CHECK TOTAL:	481.92
00382518	03/17/15	HARRIS, ELIZABETH	4/14-4/16 PARAEDUCATOR CONF	0102015380	5220	TRAVEL & CONFERENCE	329.20
						CHECK TOTAL:	329.20
00382519	03/17/15	OCDE	IAA-PAYMENTS TO COUNTY OFFICES	0104542110	7142	IAA-PAYMENTS TO COUNTY O	11,153.01
						CHECK TOTAL:	11,153.01
00382520	03/17/15	OCDE	ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	16,878.00
			CONSULTANTS-COMPUTER SERVICES	0113457175	5832	CONSULTANTS-COMPUTER SER	1,500.00
			ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	13,270.00
						CHECK TOTAL:	31,648.00
00382521	03/17/15	Officemax Inc.	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	322.02
			MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	14.18
						CHECK TOTAL:	336.20
00382522	03/17/15	Officemax Inc.	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	6.47
			COPIER PAPER	0102397400	4312	COPIER PAPER	319.15
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	107.40
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	680.29
			COPIER PAPER	0105011012	4312	COPIER PAPER	638.29
						CHECK TOTAL:	1,751.60

SELECT Check ID's and Numbers: 76@ ; Check Dates: 031715

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00382523	03/17/15	Waste Management of OC	TRASH - UTILITIES	0102477409	5540	TRASH - UTILITIES	471.38
						CHECK TOTAL:	471.38
00382524	03/17/15	William V MacGill & Co	GENERAL SUPPLIES-NON INSTRUCT	0108172850	4340	GENERAL SUPPLIES-NON INS	52.57
						CHECK TOTAL:	52.57
00382525	03/17/15		FEBRUARY 2015	0104632900	5878	PARENT REIMBURSEMENT (LE	2,083.33
						CHECK TOTAL:	2,083.33
00382526	03/17/15	A&R Wholesale Distribu	FOOD	1302277426	4700	FOOD	108.89
			FOOD	1302277426	4700	FOOD	1,584.51
			FOOD	1302277426	4700	FOOD	71.50
			FOOD	1302277426	4700	FOOD	44.69
			FOOD	1302277426	4700	FOOD	1,509.65
			FOOD	1302277426	4700	FOOD	106.02
			FOOD	1302277426	4700	FOOD	852.36
			FOOD	1302277426	4700	FOOD	541.94
						CHECK TOTAL:	4,819.56
00382527	03/17/15	Bread Artisan Bakery L	FOOD	1302277426	4700	FOOD	61.18
						CHECK TOTAL:	61.18
00382528	03/17/15	Gold Star Foods	FOOD	1302277426	4700	FOOD	1,238.35
			FOOD	1302277426	4700	FOOD	2,097.73
			FOOD	1302277426	4700	FOOD	24.90
			FOOD	1302277426	4700	FOOD	291.71
			FOOD	1302277426	4700	FOOD	-5.53
			FOOD	1302277426	4700	FOOD	-6.60
			FOOD	1302277426	4700	FOOD	-6.60
			FOOD	1302277426	4700	FOOD	31.76
			FOOD	1302277426	4700	FOOD	2,206.80
						CHECK TOTAL:	5,872.52
00382529	03/17/15	Hollandia Dairy Inc	FOOD	1302277426	4700	FOOD	77.14
			FOOD	1302277426	4700	FOOD	63.98
			FOOD	1302277426	4700	FOOD	72.21
			FOOD	1302277426	4700	FOOD	131.63
			FOOD	1302277426	4700	FOOD	169.93
			FOOD	1302277426	4700	FOOD	-19.29
			FOOD	1302277426	4700	FOOD	-3.21
			FOOD	1302277426	4700	FOOD	239.11
			FOOD	1302277426	4700	FOOD	-6.43
			FOOD	1302277426	4700	FOOD	134.96
			FOOD	1302277426	4700	FOOD	63.32

SELECT Check ID's and Numbers: 76@ ; Check Dates: 031715

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	24.75
			FOOD	1302277426	4700	FOOD	62.43
			FOOD	1302277426	4700	FOOD	67.39
			FOOD	1302277426	4700	FOOD	211.93
			FOOD	1302277426	4700	FOOD	70.60
			FOOD	1302277426	4700	FOOD	159.01
			FOOD	1302277426	4700	FOOD	131.63
			FOOD	1302277426	4700	FOOD	178.99
			FOOD	1302277426	4700	FOOD	102.78
			FOOD	1302277426	4700	FOOD	109.21
			FOOD	1302277426	4700	FOOD	99.90
			FOOD	1302277426	4700	FOOD	89.85
			FOOD	1302277426	4700	FOOD	121.99
			FOOD	1302277426	4700	FOOD	242.21
			FOOD	1302277426	4700	FOOD	117.03
			FOOD	1302277426	4700	FOOD	137.21
			FOOD	1302277426	4700	FOOD	276.66
			FOOD	1302277426	4700	FOOD	145.77
						CHECK TOTAL:	3,272.69
00382530	03/17/15	Mandarin King	FOOD	1302277426	4700	FOOD	310.00
			FOOD	1302277426	4700	FOOD	310.00
			FOOD	1302277426	4700	FOOD	310.00
			FOOD	1302277426	4700	FOOD	340.00
			FOOD	1302277426	4700	FOOD	340.00
			FOOD	1302277426	4700	FOOD	310.00
						CHECK TOTAL:	1,920.00
00382531	03/17/15	P & R Paper Supply Co	GENERAL SUPPLIES-NON INSTRUCT	1302277426	4340	GENERAL SUPPLIES-NON INS	165.26
						CHECK TOTAL:	165.26
00382532	03/17/15	PJ OF SOUTHERN CALIFOR	FOOD	1302277426	4700	FOOD	36.40
			FOOD	1302277426	4700	FOOD	65.52
			FOOD	1302277426	4700	FOOD	94.64
			FOOD	1302277426	4700	FOOD	145.60
			FOOD	1302277426	4700	FOOD	138.32
			FOOD	1302277426	4700	FOOD	36.40
			FOOD	1302277426	4700	FOOD	94.64
			FOOD	1302277426	4700	FOOD	65.52
			FOOD	1302277426	4700	FOOD	138.32
			FOOD	1302277426	4700	FOOD	131.04
			FOOD	1302277426	4700	FOOD	36.40
			FOOD	1302277426	4700	FOOD	65.52
			FOOD	1302277426	4700	FOOD	65.52

SELECT Check ID's and Numbers: 76@ ; Check Dates: 031715

Check #	Register	Payee Name	Description	Key	Object	Object Description		Check Amount
			FOOD	1302277426	4700	FOOD		131.04
			FOOD	1302277426	4700	FOOD		138.32
							CHECK TOTAL:	1,383.20
00382533	03/17/15	Quick Dispense Inc.	FOOD	1302277426	4700	FOOD		276.60
							CHECK TOTAL:	276.60
00382534	03/17/15	State of CA Nutrition	FOOD	1302277426	4700	FOOD		616.20
							CHECK TOTAL:	616.20
00382535	03/17/15	STIX HOLDINGS LLC	FOOD	1302277426	4700	FOOD		108.00
			FOOD	1302277426	4700	FOOD		165.00
			FOOD	1302277426	4700	FOOD		108.00
			FOOD	1302277426	4700	FOOD		108.00
			FOOD	1302277426	4700	FOOD		165.00
							CHECK TOTAL:	654.00
00382536	03/17/15	STRAUB DISTRIBUTING CO	FOOD	1302277426	4700	FOOD		178.50
			FOOD	1302277426	4700	FOOD		208.25
							CHECK TOTAL:	386.75
00382537	03/17/15	SUNRISE PRODUCE	FOOD	1302277426	4700	FOOD		45.29
			FOOD	1302277426	4700	FOOD		3.36
			FOOD	1302277426	4700	FOOD		29.63
			FOOD	1302277426	4700	FOOD		86.09
			FOOD	1302277426	4700	FOOD		182.55
			FOOD	1302277426	4700	FOOD		-43.40
			FOOD	1302277426	4700	FOOD		-21.70
			FOOD	1302277426	4700	FOOD		45.15
			FOOD	1302277426	4700	FOOD		64.33
			FOOD	1302277426	4700	FOOD		161.48
			FOOD	1302277426	4700	FOOD		15.26
			FOOD	1302277426	4700	FOOD		-14.42
			FOOD	1302277426	4700	FOOD		113.69
			FOOD	1302277426	4700	FOOD		124.79
			FOOD	1302277426	4700	FOOD		280.44
			FOOD	1302277426	4700	FOOD		309.86
			FOOD	1302277426	4700	FOOD		16.95
			FOOD	1302277426	4700	FOOD		63.92
			FOOD	1302277426	4700	FOOD		40.72
			FOOD	1302277426	4700	FOOD		179.15
			FOOD	1302277426	4700	FOOD		98.93
			FOOD	1302277426	4700	FOOD		261.41
			FOOD	1302277426	4700	FOOD		91.55

SELECT Check ID's and Numbers: 76@ ; Check Dates: 031715

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	244.01
			FOOD	1302277426	4700	FOOD	45.10
			FOOD	1302277426	4700	FOOD	157.80
						CHECK TOTAL:	2,581.94
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	98,254.70
			GRAND TOTAL				98,254.70

SELECT Check ID's and Numbers: 76@ ; Check Dates: 031815

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00382538	03/18/15	A 1 Fence	CONTRACT SERVICES	0107477408	5610	CONTRACT SERVICES	2,557.00
						CHECK TOTAL:	2,557.00
00382539	03/18/15	AT&T	MARCH 2015	0102477409	5920	TELEPHONE SERVICE	10.44
			MARCH 2015	0105477409	5920	TELEPHONE SERVICE	6.16
			MARCH 2015	0106477409	5920	TELEPHONE SERVICE	4.28
			MARCH 2015	0108477409	5920	TELEPHONE SERVICE	228.83
						CHECK TOTAL:	249.71
00382540	03/18/15	CDW Computer Centers I	COMPUTER SUPPLIES	0108011005	4320	COMPUTER SUPPLIES	131.24
						CHECK TOTAL:	131.24
00382541	03/18/15	CDW GOVERNMENT LLC	EQUIPMENT-COMPUTER	0113017175	4460	EQUIPMENT-COMPUTER	1,389.95
						CHECK TOTAL:	1,389.95
00382542	03/18/15	Costco	GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	326.56
						CHECK TOTAL:	326.56
00382543	03/18/15	Irene White	REFRESHMENTS - NOT FOOD SERV	0104072000	4325	REFRESHMENTS - NOT FOOD	72.86
			REFRESHMENTS - NOT FOOD SERV	0104072000	4325	REFRESHMENTS - NOT FOOD	110.00
			GENERAL SUPPLIES-NON INSTRUCT	0104072000	4340	GENERAL SUPPLIES-NON INS	34.50
						CHECK TOTAL:	217.36
00382544	03/18/15	Kim Adams	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	200.00
						CHECK TOTAL:	200.00
00382545	03/18/15		OCTOBER 2014 - FEBRUARY 2015	0104632900	5878	PARENT REIMBURSEMENT (LE	10,416.65
						CHECK TOTAL:	10,416.65
00382546	03/18/15	Maintex	EQUIPMENT - NEW	0106477408	4410	EQUIPMENT - NEW	2,291.76
			OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	627.43
			CUSTODIAL CONSUMABLES(PAPER)	0105477409	4360	CUSTODIAL CONSUMABLES(PA	1,567.02
						CHECK TOTAL:	4,486.21
00382547	03/18/15	MAXIM HEALTHCARE SERVI	FEBRUARY 2015	0104622510	5860	MISC OUTSIDE VENDOR	2,254.00
						CHECK TOTAL:	2,254.00
00382548	03/18/15	Oak Grove Institute	FEBRUARY 2015	0104632210	5875	TUITION	2,375.00
						CHECK TOTAL:	2,375.00
00382549	03/18/15	Office Depot	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	106.89
						CHECK TOTAL:	106.89
00382550	03/18/15	PAPER RECYCLING AND SH	OTHER MAINTENANCE SERVICES	0101377100	5692	OTHER MAINTENANCE SERVIC	50.00

SELECT Check ID's and Numbers: 76@ ; Check Dates: 031815

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
						CHECK TOTAL:	50.00
00382551	03/18/15	ROMANO, NIKKI	4/13-4/16 PARAEDUCATOR CONF	0102015380	5220	TRAVEL & CONFERENCE	268.20
						CHECK TOTAL:	268.20
00382552	03/18/15	SC Fuels	FUEL FOR VEHICLES	0102477408	4375	FUEL FOR VEHICLES	166.58
			FUEL FOR VEHICLES	0106477408	4375	FUEL FOR VEHICLES	117.14
			FUEL FOR VEHICLES	0105477408	4375	FUEL FOR VEHICLES	34.48
						CHECK TOTAL:	318.20
00382553	03/18/15	Southern Calif Gas Co.	FEBRUARY 2015	0102477409	5510	UTILITIES - HEAT	33.98
			FEBRUARY 2015	0105477409	5510	UTILITIES - HEAT	650.35
			FEBRUARY 2015	0105477409	5510	UTILITIES - HEAT	222.29
			FEBRUARY 2015	0105477409	5510	UTILITIES - HEAT	34.95
			FEBRUARY 2015	0102477409	5510	UTILITIES - HEAT	56.10
			FEBRUARY 2015	0108477409	5510	UTILITIES - HEAT	110.86
			FEBRUARY 2014	0106477409	5510	UTILITIES - HEAT	247.73
			FEBRUARY 2015	0102477409	5510	UTILITIES - HEAT	16.71
						CHECK TOTAL:	1,372.97
00382554	03/18/15	USI	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	237.31
						CHECK TOTAL:	237.31
00382555	03/18/15	Verizon Business Netwo	MARCH 2015	0102477409	5920	TELEPHONE SERVICE	509.37
						CHECK TOTAL:	509.37
00382556	03/18/15	Verizon California	FEBRUARY & MARCH 2015	0105477409	5920	TELEPHONE SERVICE	9.79
						CHECK TOTAL:	9.79
00382557	03/18/15	WEBBER, VICTORIA	GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	16.18
			REFRESHMENTS - NOT FOOD SERV	0101377100	4325	REFRESHMENTS - NOT FOOD	47.38
						CHECK TOTAL:	63.56
00382558	03/18/15	Xerox Corporation	RENTAL EXPENSE	0105011012	5620	RENTAL EXPENSE	2,343.48
						CHECK TOTAL:	2,343.48
				TOTAL FOR STOCK 76		Laguna Beach's check stock ID	29,883.45
			GRAND TOTAL				29,883.45

SELECT Check ID's and Numbers: 76@ ; Check Dates: 031915

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00382559	03/19/15	Acorn Media	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	1,490.13
			MISC OUTSIDE VENDOR	0113457175	5860	MISC OUTSIDE VENDOR	1,053.54
						CHECK TOTAL:	2,543.67
00382560	03/19/15	ACT American College T	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	250.00
						CHECK TOTAL:	250.00
00382561	03/19/15	Apple Computer Inc.	EQUIPMENT-COMPUTER	0113017175	4460	EQUIPMENT-COMPUTER	2,057.84
			EQUIPMENT-COMPUTER	0113017175	4460	EQUIPMENT-COMPUTER	636.00
			EQUIPMENT-COMPUTER	0113017175	4460	EQUIPMENT-COMPUTER	4,109.84
						CHECK TOTAL:	6,803.68
00382562	03/19/15	CDW Computer Centers I	COMPUTER SUPPLIES	0108011005	4320	COMPUTER SUPPLIES	1,034.64
						CHECK TOTAL:	1,034.64
00382563	03/19/15	CDW GOVERNMENT LLC	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	28.20
						CHECK TOTAL:	28.20
00382564	03/19/15	DaMoulin Bros. & Co.	EQUIPMENT - NEW	0102015940	4410	EQUIPMENT - NEW	10,047.15
						CHECK TOTAL:	10,047.15
00382565	03/19/15	Digital Art Supplies	PRINTERS <$250 & INK/SUPPLIES	0105011012	4322	PRINTERS <$250 & INK/SUP	1,438.00
			PRINTERS <$250 & INK/SUPPLIES	0105011075	4322	PRINTERS <$250 & INK/SUP	717.84
						CHECK TOTAL:	2,155.84
00382566	03/19/15	DOHENY PLUMBING INC.	PLUMBING REPAIRS	0105477408	5662	PLUMBING REPAIRS	643.19
						CHECK TOTAL:	643.19
00382567	03/19/15	Fisher Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	190.46
			MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	103.17
						CHECK TOTAL:	293.63
00382568	03/19/15	HANSON, HEATHER	1/13/15 COMMON CORE CONF	0105015040	5220	TRAVEL & CONFERENCE	132.13
						CHECK TOTAL:	132.13
00382569	03/19/15	Jim's Music Center Inc	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	16.47
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	7.20
						CHECK TOTAL:	23.67
00382570	03/19/15	LBUSD Revolving Cash F	HEALTH/WELFARE BENEFITS	01	3400	HEALTH/WELFARE BENEFITS	500.00
			TRAVEL & CONFERENCE	0102397406	5220	TRAVEL & CONFERENCE	3.00
			OTHER BOOKS	0102397406	4220	OTHER BOOKS	182.44
			REFRESHMENTS - NOT FOOD SERV	0102037165	4325	REFRESHMENTS - NOT FOOD	29.66
			ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	59.40

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			REFRESHMENTS - NOT FOOD SERV	0109397150	4325	REFRESHMENTS - NOT FOOD	295.96
			MATERIALS & SUPPLIES-INSTRUCT	0102015380	4310	MATERIALS & SUPPLIES-INS	1,458.00
			MATERIALS & SUPPLIES-INSTRUCT	0102015380	4310	MATERIALS & SUPPLIES-INS	997.92
			GENERAL SUPPLIES-NON INSTRUCT	0109397150	4340	GENERAL SUPPLIES-NON INS	134.93
			TRAVEL & CONFERENCE	0109037150	5220	TRAVEL & CONFERENCE	155.78
			OTHER BOOKS	0102013045	4220	OTHER BOOKS	15.00
			CONSULTANTS-COMPUTER SERVICES	0113457175	5832	CONSULTANTS-COMPUTER SER	538.92
			REFRESHMENTS - NOT FOOD SERV	0102017165	4325	REFRESHMENTS - NOT FOOD	251.62
			ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	323.99
						CHECK TOTAL:	4,946.62
00382571	03/19/15	Lynda Eliel-Davis	SUBSCRIPTIONS	0108015040	4368	SUBSCRIPTIONS	200.00
						CHECK TOTAL:	200.00
00382572	03/19/15	Mountain Water Co.	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	6.15
						CHECK TOTAL:	6.15
00382573	03/19/15	Nasco Scientific	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	367.87
						CHECK TOTAL:	367.87
00382574	03/19/15	PTM Document Systems	GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	437.16
						CHECK TOTAL:	437.16
00382575	03/19/15	Rutan & Tucker	LEGAL EXPENSE	0101377100	5835	LEGAL EXPENSE	171.01
			LEGAL EXPENSE	0104072000	5835	LEGAL EXPENSE	598.00
						CHECK TOTAL:	769.01
00382576	03/19/15	Safety 1st Pest Contro	FEBRUARY 2015	0102477409	5550	PEST CONTROL	50.00
			FEBRUARY 2015	0105477409	5550	PEST CONTROL	175.00
			FEBRUARY 2015	0106477409	5550	PEST CONTROL	125.00
			FEBRUARY 2015	0107477409	5550	PEST CONTROL	125.00
			FEBRUARY 2015	0108477409	5550	PEST CONTROL	125.00
			PEST CONTROL	0105477409	5550	PEST CONTROL	150.00
						CHECK TOTAL:	750.00
00382577	03/19/15	Sparkletts	MISC OUTSIDE VENDOR	0102397400	5860	MISC OUTSIDE VENDOR	126.55
						CHECK TOTAL:	126.55
00382578	03/19/15	Tangram Interiors	EQUIPMENT - NEW	0109397150	4410	EQUIPMENT - NEW	2,520.16
						CHECK TOTAL:	2,520.16
00382579	03/19/15	UCI	TRAVEL & CONFERENCE	0106011008	5220	TRAVEL & CONFERENCE	150.00
						CHECK TOTAL:	150.00

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Check #	Register	Payee Name	Description	Key	Object	Object Description		Check Amount
00382580	03/19/15	UPS	POSTAGE	0109397150	5910	POSTAGE		17.62
							CHECK TOTAL:	17.62
00382581	03/19/15	Virco Mfg Corporation	EQUIPMENT - NEW	0105011012	4410	EQUIPMENT - NEW		655.00
							CHECK TOTAL:	655.00
00382582	03/19/15	LBUSD Revolving Cash F	FOOD	1302277426	4700	FOOD		279.54
			FOOD	1302277426	4700	FOOD		347.58
							CHECK TOTAL:	627.12
				TOTAL FOR STOCK 76		Laguna Beach's check stock ID		35,529.06
			GRAND TOTAL					35,529.06

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00382583	03/20/15	Aardvark Clay & Suppli	MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	420.34
						CHECK TOTAL:	420.34
00382584	03/20/15	CAPISTRANO CRANE SERVI	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	400.00
						CHECK TOTAL:	400.00
00382585	03/20/15	CDW GOVERNMENT LLC	EQUIPMENT-COMPUTER	0113457175	4460	EQUIPMENT-COMPUTER	879.08
			PRINTERS <$250 & INK/SUPPLIES	0107011005	4322	PRINTERS <$250 & INK/SUP	137.89
						CHECK TOTAL:	1,016.97
00382586	03/20/15	Culver Newlin Inc.	EQUIPMENT - NEW	0102011550	6410	EQUIPMENT - NEW	17,497.81
						CHECK TOTAL:	17,497.81
00382587	03/20/15	Dave Bang Assoc.	CONTRACT SERVICES	0107477408	5610	CONTRACT SERVICES	3,821.31
						CHECK TOTAL:	3,821.31
00382588	03/20/15	Discovery Science Cent	1/08 - CSI FORENSIC SCIENCE	0107014011	5860	MISC OUTSIDE VENDOR	702.00
			5/7 - PIG HEART DISSECTION	0107011005	5860	MISC OUTSIDE VENDOR	624.00
			5/6 - PIG HEART DISSECTION	0107011005	5860	MISC OUTSIDE VENDOR	624.00
			5/4 - OWLS ARE A HOOT	0107014011	5860	MISC OUTSIDE VENDOR	247.00
			4/2 ENGINEERING PRACTICES	0107014011	5860	MISC OUTSIDE VENDOR	260.00
						CHECK TOTAL:	2,457.00
00382589	03/20/15	Ganahl Lumber	MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	35.05
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	14.03
						CHECK TOTAL:	49.08
00382590	03/20/15	Grainger	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	183.23
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	193.47
						CHECK TOTAL:	376.70
00382591	03/20/15	Home Depot	MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	38.12
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	387.27
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	215.99
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	293.52
			MAINTENANCE SUPPLIES	0107477408	4362	MAINTENANCE SUPPLIES	425.47
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	475.92
			MAINTENANCE SUPPLIES	0107477408	4362	MAINTENANCE SUPPLIES	94.90
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	331.25
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	49.85
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	166.00
						CHECK TOTAL:	2,478.29
00382592	03/20/15	Jim's Music Center Inc	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	53.59

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
						CHECK TOTAL:	53.59
00382593	03/20/15	LBUSD Revolving Cash F	GENERAL SUPPLIES-NON INSTRUCT	0101377105	4340	GENERAL SUPPLIES-NON INS	108.43
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	300.00
			TRAVEL & CONFERENCE	0110397140	5220	TRAVEL & CONFERENCE	694.62
			PUBLICATIONS & JOURNALS	0110397140	4365	PUBLICATIONS & JOURNALS	378.78
			GENERAL SUPPLIES-NON INSTRUCT	0110397140	4340	GENERAL SUPPLIES-NON INS	300.00
			REFRESHMENTS - NOT FOOD SERV	0102095060	4325	REFRESHMENTS - NOT FOOD	405.00
			TRAVEL & CONFERENCE	0101377100	5220	TRAVEL & CONFERENCE	1,247.89
			GENERAL SUPPLIES-NON INSTRUCT	0102395980	4340	GENERAL SUPPLIES-NON INS	1,003.90
			REFRESHMENTS - NOT FOOD SERV	0110397140	4325	REFRESHMENTS - NOT FOOD	174.00
						CHECK TOTAL:	4,612.62
00382594	03/20/15	Michelle Martinez	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	196.22
						CHECK TOTAL:	196.22
00382595	03/20/15	Office Depot	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	11.29
			MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	170.51
			GENERAL SUPPLIES-NON INSTRUCT	0102115398	4340	GENERAL SUPPLIES-NON INS	138.22
			GENERAL SUPPLIES-NON INSTRUCT	0102115398	4340	GENERAL SUPPLIES-NON INS	8.18
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	109.34
			GENERAL SUPPLIES-NON INSTRUCT	0110377145	4340	GENERAL SUPPLIES-NON INS	4.96
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	35.41
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	94.33
			PRINTERS <$250 & INK/SUPPLIES	0102397406	4322	PRINTERS <$250 & INK/SUP	82.14
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	91.98
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	163.97
			COMPUTER SUPPLIES	0102397406	4320	COMPUTER SUPPLIES	32.39
			GENERAL SUPPLIES-NON INSTRUCT	0107091005	4340	GENERAL SUPPLIES-NON INS	415.45
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	2.15
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	29.41
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	4.66
			GENERAL SUPPLIES-NON INSTRUCT	0113457175	4340	GENERAL SUPPLIES-NON INS	163.81
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	32.39
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	45.32
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	6.47
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	65.65
			GENERAL SUPPLIES-NON INSTRUCT	0107091005	4340	GENERAL SUPPLIES-NON INS	75.59
			COMPUTER SUPPLIES	0102397406	4320	COMPUTER SUPPLIES	32.39
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	43.24
						CHECK TOTAL:	1,859.25
00382596	03/20/15	Officemax Inc.	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	6.42
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	311.16

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	94.05
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	144.23
			COPIER PAPER	0108011005	4312	COPIER PAPER	1,276.56
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	9.16
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	19.42
			MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	347.70
						CHECK TOTAL:	2,208.70
00382597	03/20/15	Pearson Education Asse	TESTS/SCORING	0102014011	4330	TESTS/SCORING	1,510.10
						CHECK TOTAL:	1,510.10
00382598	03/20/15	Practi-Cal Inc.	CONSULTANTS-OTHER	0104292600	5831	CONSULTANTS-OTHER	47.12
						CHECK TOTAL:	47.12
00382599	03/20/15		MARCH 2015	0104602150	5877	PRESCHOOL TUITION	840.00
						CHECK TOTAL:	840.00
				TOTAL FOR STOCK 76		Laguna Beach's check stock ID	39,845.10
			GRAND TOTAL				39,845.10

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00382600	03/24/15	ARC Reprographics	CONTRACT SERVICES	0102477408	5610	CONTRACT SERVICES	43.87
						CHECK TOTAL:	43.87
00382601	03/24/15	Carl Nelson	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	256.87
						CHECK TOTAL:	256.87
00382602	03/24/15	Grainger	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	68.90
						CHECK TOTAL:	68.90
00382603	03/24/15	Kathleen Knott	TRAVEL & CONFERENCE	0102115398	5220	TRAVEL & CONFERENCE	84.99
						CHECK TOTAL:	84.99
00382604	03/24/15	MAJD, PAMELA	MATERIALS & SUPPLIES-INSTRUCT	0102172850	4310	MATERIALS & SUPPLIES-INS	29.38
						CHECK TOTAL:	29.38
00382605	03/24/15	Michelle Martinez	EQUIPMENT - NEW	0102014100	4410	EQUIPMENT - NEW	504.51
						CHECK TOTAL:	504.51
00382606	03/24/15	MYERS, GWEN	3/9 MILEAGE - AERIES CONF	0106011008	5220	TRAVEL & CONFERENCE	67.82
						CHECK TOTAL:	67.82
00382607	03/24/15	OCDE	TRAVEL & CONFERENCE	0102017165	5220	TRAVEL & CONFERENCE	900.00
						CHECK TOTAL:	900.00
00382608	03/24/15	Pacific Sign Center	MATERIALS & SUPPLIES-INSTRUCT	0102477408	4310	MATERIALS & SUPPLIES-INS	798.12
						CHECK TOTAL:	798.12
00382609	03/24/15	Paula Bray	3/9-3/10 - AERIES CONF	0107091005	5220	TRAVEL & CONFERENCE	391.85
						CHECK TOTAL:	391.85
00382610	03/24/15	PITNEY BOWES GLOBAL FI	RENTAL EXPENSE	0102397400	5620	RENTAL EXPENSE	231.91
						CHECK TOTAL:	231.91
00382611	03/24/15	Positive Promotions	MATERIALS & SUPPLIES-INSTRUCT	0108111005	4310	MATERIALS & SUPPLIES-INS	135.82
						CHECK TOTAL:	135.82
00382612	03/24/15	Practi-Cal Inc.	WARRANT DATED 3/19	0104292600	5831	CONSULTANTS-OTHER	29.19
						CHECK TOTAL:	29.19
00382613	03/24/15	SADLER, ANNE	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	44.12
						CHECK TOTAL:	44.12
00382614	03/24/15	Sarah Pearlman	3/9-3/10 - AERIES CONF	0106011008	5220	TRAVEL & CONFERENCE	149.69
						CHECK TOTAL:	149.69

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00382615	03/24/15	Speech & Language Deve	FEBRUARY 2015	0104632210	5100	SUBAGREEMENTS FOR SERVIC	5,062.50
						CHECK TOTAL:	5,062.50
00382616	03/24/15	TEAM PRIDE ATHLETIC AP	MATERIALS & SUPPLIES-INSTRUCT	0105011075	4310	MATERIALS & SUPPLIES-INS	3,537.98
						CHECK TOTAL:	3,537.98
00382617	03/24/15	Verizon California	FEBRUARY 2015	0102477409	5920	TELEPHONE SERVICE	3.60
			FEBRUARY 2015	0105477409	5920	TELEPHONE SERVICE	3.60
			FEBRUARY 2015	0106477409	5920	TELEPHONE SERVICE	3.60
			FEBRUARY 2015	0108477409	5920	TELEPHONE SERVICE	3.60
			FEBRUARY 2015	0107477409	5920	TELEPHONE SERVICE	3.59
						CHECK TOTAL:	17.99
00382618	03/24/15	ZENDESK	ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	1,568.27
						CHECK TOTAL:	1,568.27
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	13,923.78
			GRAND TOTAL				13,923.78

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00382619	03/25/15	Azadeh Baghai	2/27-3/1 - CAG CONF	0102014011	5220	TRAVEL & CONFERENCE	246.97
						CHECK TOTAL:	246.97
00382620	03/25/15		JULY 2014 - FEB 2015	0104256700	5880	TRANSPORTATION-IN LIEU	411.89
						CHECK TOTAL:	411.89
00382621	03/25/15	CHAVEZ, THERESA	3/10/15 - MILEAGE AERIES CONF	0107091005	5210	MILEAGE REIMBURSEMENT	62.68
						CHECK TOTAL:	62.68
00382622	03/25/15	Chris Duddy	GENERAL SUPPLIES-NON INSTRUCT	0107011005	4340	GENERAL SUPPLIES-NON INS	75.54
						CHECK TOTAL:	75.54
00382623	03/25/15	Cory Day	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	137.71
			MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	152.27
						CHECK TOTAL:	289.98
00382624	03/25/15	Donna Todd	REFRESHMENTS - NOT FOOD SERV	0102017165	4325	REFRESHMENTS - NOT FOOD	260.33
			GENERAL SUPPLIES-NON INSTRUCT	0109397150	4340	GENERAL SUPPLIES-NON INS	36.71
						CHECK TOTAL:	297.04
00382625	03/25/15		FEBRUARY 2015	0104632900	5878	PARENT REIMBURSEMENT (LE	1,091.50
						CHECK TOTAL:	1,091.50
00382626	03/25/15	Jackie Parker	3/9-3/10 - AERIES CONF	0113457175	5220	TRAVEL & CONFERENCE	81.21
						CHECK TOTAL:	81.21
00382627	03/25/15	Jenny Salberg	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	218.55
						CHECK TOTAL:	218.55
00382628	03/25/15	KNOX EDUCATION	CONSULTANTS-INSTRUCTIONAL	0102017165	5830	CONSULTANTS-INSTRUCTIONA	19,800.00
						CHECK TOTAL:	19,800.00
00382629	03/25/15	LPA Incorporated	SITE IMPROVEMENT	0105498520	6110	SITE IMPROVEMENT	6,749.56
						CHECK TOTAL:	6,749.56
00382630	03/25/15	MATTHIAS, MEGAN	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	191.90
						CHECK TOTAL:	191.90
00382631	03/25/15	MEYERS, KATHLEEN	REFRESHMENTS - NOT FOOD SERV	0106015825	4325	REFRESHMENTS - NOT FOOD	28.64
						CHECK TOTAL:	28.64
00382632	03/25/15	PITNEY BOWES GLOBAL FI	DEC 2014 - MAR 2015	0105091012	5620	RENTAL EXPENSE	414.04
						CHECK TOTAL:	414.04

SELECT Check ID's and Numbers: 76@ ; Check Dates: 032515

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00382633	03/25/15	SADDLEBACK CONSTRUCTIO	CONTRACT SERVICES	0106477408	5610	CONTRACT SERVICES	8,060.00
			CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	5,540.00
			CONTRACT SERVICES	0106477408	5610	CONTRACT SERVICES	4,630.00
						CHECK TOTAL:	18,230.00
00382634	03/25/15	LPA Incorporated	BUILDING CAPITAL OUTLAY	2505498410	6210	BUILDING CAPITAL OUTLAY	3,000.00
						CHECK TOTAL:	3,000.00
				TOTAL FOR STOCK 76		Laguna Beach's check stock ID	51,189.50
			GRAND TOTAL				51,189.50

SELECT Check ID's and Numbers: 76@ ; Check Dates: 032615

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00382635	03/26/15	Acorn Media	COMPUTER SUPPLIES	0113017175	4320	COMPUTER SUPPLIES	953.10
						CHECK TOTAL:	953.10
00382636	03/26/15	ASCD	DUES & MEMBERSHIPS	0107091005	5310	DUES & MEMBERSHIPS	104.00
						CHECK TOTAL:	104.00
00382637	03/26/15	Atkinson Andelson Loya	FEBRUARY 2015	0110397140	5835	LEGAL EXPENSE	13,545.98
			FEBRUARY 2015	0102397400	5835	LEGAL EXPENSE	393.75
						CHECK TOTAL:	13,939.73
00382638	03/26/15	B & H Photo Video Inc.	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	995.00
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	80.96
						CHECK TOTAL:	1,075.96
00382639	03/26/15	Brek Communications In	CONTRACT SERVICES	0107477408	5610	CONTRACT SERVICES	145.00
						CHECK TOTAL:	145.00
00382640	03/26/15	CDW GOVERNMENT LLC	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	196.50
						CHECK TOTAL:	196.50
00382641	03/26/15	DAVID A STUBBS II	CONSULTANTS-COMPUTER SERVICES	0113457175	5832	CONSULTANTS-COMPUTER SER	1,350.00
						CHECK TOTAL:	1,350.00
00382642	03/26/15	Grainger	MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	121.93
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	187.27
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	-165.67
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	-51.71
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	86.19
						CHECK TOTAL:	178.01
00382643	03/26/15	Jonathan Todd	MISC OUTSIDE VENDOR	0105015590	5860	MISC OUTSIDE VENDOR	4,500.00
						CHECK TOTAL:	4,500.00
00382644	03/26/15	KNOX EDUCATION	CONSULTANTS-INSTRUCTIONAL	0102017165	5830	CONSULTANTS-INSTRUCTIONA	3,300.00
						CHECK TOTAL:	3,300.00
00382645	03/26/15	Maintex	GENERAL SUPPLIES-NON INSTRUCT	0106477408	4340	GENERAL SUPPLIES-NON INS	313.71
						CHECK TOTAL:	313.71
00382646	03/26/15	Office Depot	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	167.56
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	22.25
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	176.30
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	170.81
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	408.69

SELECT Check ID's and Numbers: 76@ ; Check Dates: 032615

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	148.25
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	18.27
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	26.99
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	176.03
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	30.23
						CHECK TOTAL:	1,345.38
00382647	03/26/15	Officemax Inc.	COPIER PAPER	0106011008	4312	COPIER PAPER	797.85
			COPIER PAPER	0105011012	4312	COPIER PAPER	638.29
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	306.78
						CHECK TOTAL:	1,742.92
00382648	03/26/15	Pitney Bowes	APRIL - JUNE 2015	0106091008	5620	RENTAL EXPENSE	81.01
						CHECK TOTAL:	81.01
00382649	03/26/15	SMITH, SHERINE	3/18-3/19 SF2 CONF	0101377100	5220	TRAVEL & CONFERENCE	97.21
						CHECK TOTAL:	97.21
00382650	03/26/15	Thompson Engineering	MISC REPAIR	0106477408	5690	MISC REPAIR	409.64
			MISC REPAIR	0106477408	5690	MISC REPAIR	150.00
						CHECK TOTAL:	559.64
				TOTAL FOR STOCK 76 Laguna Beach's check stock ID			29,882.17
			GRAND TOTAL				29,882.17

SELECT Check ID's and Numbers: 76@ ; Check Dates: 032715

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00382651	03/27/15	Anastasia Quirarte	MATERIALS & SUPPLIES-INSTRUCT	0106014011	4310	MATERIALS & SUPPLIES-INS	99.88
						CHECK TOTAL:	99.88
00382652	03/27/15	ANDERSON, DARCI	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	238.00
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	112.33
						CHECK TOTAL:	350.33
00382653	03/27/15	Blue Shield of Califor	APRIL 2015	0102017400	3401	HEALTH & WELFARE, CERTIF	155,992.86
			APRIL 2015	0102397400	3402	HEALTH & WELFARE,CLASSIF	76,832.31
						CHECK TOTAL:	232,825.17
00382654	03/27/15	CALIFORNIA SCHOOLS EMP	APRIL 2015	0102017400	3401	HEALTH & WELFARE, CERTIF	18,564.59
			APRIL 2015	0102397400	3402	HEALTH & WELFARE,CLASSIF	9,143.75
			APRIL 2015	0102017400	3401	HEALTH & WELFARE, CERTIF	1,570.03
			APRIL 2015	0102397400	3402	HEALTH & WELFARE,CLASSIF	773.30
						CHECK TOTAL:	30,051.67
00382655	03/27/15	Designed Protection In	APRIL 2015	0102017400	3401	HEALTH & WELFARE, CERTIF	2,450.00
			APRIL 2015	0102397400	3402	HEALTH & WELFARE,CLASSIF	1,050.00
						CHECK TOTAL:	3,500.00
00382656	03/27/15	Heather Besecker Evans	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	49.96
			MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	67.51
						CHECK TOTAL:	117.47
00382657	03/27/15	Jonathan Todd	MISC OUTSIDE VENDOR	0105015590	5860	MISC OUTSIDE VENDOR	2,348.74
						CHECK TOTAL:	2,348.74
00382658	03/27/15	Kaiser Foundation Heal	APRIL 2015	0102017400	3401	HEALTH & WELFARE, CERTIF	96,520.95
			APRIL 2015	0102017400	3401	HEALTH & WELFARE, CERTIF	357.53
			APRIL 2015	0102397400	3402	HEALTH & WELFARE,CLASSIF	47,540.17
			APRIL 2015	0102397400	3402	HEALTH & WELFARE,CLASSIF	176.09
						CHECK TOTAL:	144,594.74
00382659	03/27/15	Letner Roofing	ROOFING	0105497408	6209	ROOFING	18,400.00
			ROOFING	0108497408	6209	ROOFING	500.00
						CHECK TOTAL:	18,900.00
00382660	03/27/15	Linda Barker	3/15-3/17 STEM SUMMIT	0102037165	5220	TRAVEL & CONFERENCE	585.23
			MILEAGE JAN - FEB 2015	0102017165	5210	MILEAGE REIMBURSEMENT	172.85
						CHECK TOTAL:	758.08
00382661	03/27/15	Michelle Martinez	EQUIPMENT - NEW	0106011008	4410	EQUIPMENT - NEW	887.65
						CHECK TOTAL:	887.65

SELECT Check ID's and Numbers: 76@ ; Check Dates: 032715

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00382662	03/27/15	PORTER, BRIDGET	MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS	162.68
						CHECK TOTAL:	162.68
00382663	03/27/15	Purchase Power	POSTAGE	0105091012	5910	POSTAGE	4,040.00
						CHECK TOTAL:	4,040.00
00382664	03/27/15	SELWAY, SOMER	MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS	77.75
						CHECK TOTAL:	77.75
			TOTAL FOR STOCK 76 Laguna Beach's check stock ID				438,714.16
			GRAND TOTAL				438,714.16

SELECT Check ID's and Numbers: 76@ ; Check Dates: 033015

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00382665	03/30/15	Azadeh Baghai	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	204.92
			MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	4.89
						CHECK TOTAL:	209.81
00382666	03/30/15	Laguna Beach Water Dis	1/14/15 - 3/11/15	0102477409	5530	WATER - UTILITIES	107.17
			1/16/15 - 3/13/15	0105477409	5530	WATER - UTILITIES	934.56
			1/16/15 - 3/13/15	0105477409	5530	WATER - UTILITIES	53.07
			1/16/15 - 3/13/15	0105477409	5530	WATER - UTILITIES	301.31
			1/16/15 TO 3/13/15	0105477409	5530	WATER - UTILITIES	27.57
			1/16/15 - 3/13/15	0105477409	5530	WATER - UTILITIES	1,309.49
			1/16/15 - 3/13/15	0105477409	5530	WATER - UTILITIES	312.86
			1/16/15 - 3/16/15	0106477409	5530	WATER - UTILITIES	2,268.80
			1/16/15 - 3/13/15	0102477409	5530	WATER - UTILITIES	57.32
						CHECK TOTAL:	5,372.15
00382667	03/30/15	Laguna Canyon Foundati	MISC OUTSIDE VENDOR	0108015060	5860	MISC OUTSIDE VENDOR	350.00
						CHECK TOTAL:	350.00
00382668	03/30/15	Rojas, Yadhira	MILEAGE NOV 2014 - FEB 2015	0102013040	5210	MILEAGE REIMBURSEMENT	97.79
						CHECK TOTAL:	97.79
00382669	03/30/15	Verizon California	MARCH 2015	0107477409	5920	TELEPHONE SERVICE	362.95
			MARCH 2015	0102477409	5920	TELEPHONE SERVICE	1,581.14
			MARCH 2015	0108477409	5920	TELEPHONE SERVICE	582.11
			MARCH 2015	0107477409	5920	TELEPHONE SERVICE	106.40
			MARCH 2015	0106477409	5920	TELEPHONE SERVICE	428.79
			MARCH 2015	0105477409	5920	TELEPHONE SERVICE	527.67
						CHECK TOTAL:	3,589.06
				TOTAL FOR STOCK 76		Laguna Beach's check stock ID	9,618.81
			GRAND TOTAL				9,618.81

SELECT Check ID's and Numbers: 76@ ; Check Dates: 033115

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00382670	03/31/15	ALL CITY MANAGEMENT SE	3/1/15 - 3/14/15	0106098040	5860	MISC OUTSIDE VENDOR	685.60
						CHECK TOTAL:	685.60
00382671	03/31/15	Copy & Print Center	OUTSIDE PRINTING	0106091008	5870	OUTSIDE PRINTING	190.08
						CHECK TOTAL:	190.08
00382672	03/31/15	CSEA	TRAVEL & CONFERENCE	0102015380	5220	TRAVEL & CONFERENCE	396.00
						CHECK TOTAL:	396.00
00382673	03/31/15	HIDDLESON LISTENING LA	FEBRUARY 2015	0104632900	5889	OTHER THERAPY	900.00
						CHECK TOTAL:	900.00
00382674	03/31/15	KRUGER TEAM SPORT	MISC OUTSIDE VENDOR	0106015040	5860	MISC OUTSIDE VENDOR	1,285.20
						CHECK TOTAL:	1,285.20
00382675	03/31/15	Laura Silver	2/27-3/1 CAG CONF	0102014011	5220	TRAVEL & CONFERENCE	203.86
						CHECK TOTAL:	203.86
00382676	03/31/15	Maintex	OTHER CUSTODIAL SUPPLIES	0108477409	4361	OTHER CUSTODIAL SUPPLIES	1,506.39
						CHECK TOTAL:	1,506.39
00382677	03/31/15	Office Depot	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	212.62
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	44.55
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	27.96
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	35.31
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	367.19
			PRINTERS <$250 & INK/SUPPLIES	0102397406	4322	PRINTERS <$250 & INK/SUP	153.06
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	22.52
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	27.15
			GENERAL SUPPLIES-NON INSTRUCT	0109397150	4340	GENERAL SUPPLIES-NON INS	4.16
			MATERIALS & SUPPLIES-INSTRUCT	0102013045	4310	MATERIALS & SUPPLIES-INS	151.98
			MATERIALS & SUPPLIES-INSTRUCT	0102013045	4310	MATERIALS & SUPPLIES-INS	3.35
			GENERAL SUPPLIES-NON INSTRUCT	0109397150	4340	GENERAL SUPPLIES-NON INS	94.31
			GENERAL SUPPLIES-NON INSTRUCT	0109397150	4340	GENERAL SUPPLIES-NON INS	11.17
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	61.12
						CHECK TOTAL:	1,216.45
00382678	03/31/15	Officemax Inc.	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	19.87
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	40.24
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	40.24
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	434.10
						CHECK TOTAL:	534.45
00382679	03/31/15	Practi-Cal Inc.	WARRANT DATED 3/26/15	0104292600	5831	CONSULTANTS-OTHER	508.41

SELECT Check ID's and Numbers: 76@ ; Check Dates: 033115

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
						CHECK TOTAL:	508.41
00382680	03/31/15	SOS SURVIVAL PRODUCTS	GENERAL SUPPLIES-NON INSTRUCT	0107011005	4340	GENERAL SUPPLIES-NON INS	493.39
						CHECK TOTAL:	493.39
00382681	03/31/15	State of CA/Department	NOVEMBER 2014	0110397140	5845	FINGER PRINTING	147.00
			DECEMBER 2014	0110397140	5845	FINGER PRINTING	245.00
			FEBRUARY 2015	0110397140	5845	FINGER PRINTING	686.00
						CHECK TOTAL:	1,078.00
00382682	03/31/15	Tangram Interiors	GENERAL SUPPLIES-NON INSTRUCT	0113018640	4340	GENERAL SUPPLIES-NON INS	4,192.23
						CHECK TOTAL:	4,192.23
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	13,190.06
			GRAND TOTAL				13,190.06

SELECT Check ID's and Numbers: 76@ ; Check Dates: 040615

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00382683	04/06/15		MARCH 2015 -	0104632900	5887	SPEECH THERAPY	1,125.00
			MARCH 2015 -	0104632900	5887	SPEECH THERAPY	250.00
						CHECK TOTAL:	1,375.00
00382684	04/06/15	BOCHENEK, ANNIE	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	410.18
						CHECK TOTAL:	410.18
00382685	04/06/15	Brandy Mitchell	LIBRARY BOOKS	0108015040	4210	LIBRARY BOOKS	50.82
						CHECK TOTAL:	50.82
00382686	04/06/15	Carrie Levanthal	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	46.60
						CHECK TOTAL:	46.60
00382687	04/06/15	Cheryl Beehan	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	456.78
						CHECK TOTAL:	456.78
00382688	04/06/15	COAST TO COAST COMPUTE	PRINTERS <$250 & INK/SUPPLIES	0105011012	4322	PRINTERS <$250 & INK/SUP	731.16
			PRINTERS <$250 & INK/SUPPLIES	0105011012	4322	PRINTERS <$250 & INK/SUP	163.08
			PRINTERS <$250 & INK/SUPPLIES	0105011012	4322	PRINTERS <$250 & INK/SUP	51.84
			PRINTERS <$250 & INK/SUPPLIES	0105011012	4322	PRINTERS <$250 & INK/SUP	-299.16
			PRINTERS <$250 & INK/SUPPLIES	0105011012	4322	PRINTERS <$250 & INK/SUP	848.34
						CHECK TOTAL:	1,495.26
00382689	04/06/15	Durinda Klein	GENERAL SUPPLIES-NON INSTRUCT	0105111012	4340	GENERAL SUPPLIES-NON INS	109.98
			REFRESHMENTS - NOT FOOD SERV	0105095060	4325	REFRESHMENTS - NOT FOOD	203.81
						CHECK TOTAL:	313.79
00382690	04/06/15	FRONTLINE TECHNOLOGIES	ANNUAL SOFTWARE LICENSE FEE	0110397140	5805	ANNUAL SOFTWARE LICENSE	609.00
						CHECK TOTAL:	609.00
00382691	04/06/15	Grainger	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	128.06
						CHECK TOTAL:	128.06
00382692	04/06/15	HI-TECH Cabling Inc.	CONSULTANTS-COMPUTER SERVICES	0113457175	5832	CONSULTANTS-COMPUTER SER	1,295.00
			CONSULTANTS-COMPUTER SERVICES	0113457175	5832	CONSULTANTS-COMPUTER SER	682.00
						CHECK TOTAL:	1,977.00
00382693	04/06/15	Irene White	MATERIALS & SUPPLIES-INSTRUCT	0104613150	4310	MATERIALS & SUPPLIES-INS	143.04
						CHECK TOTAL:	143.04
00382694	04/06/15		MARCH 2015	0104632900	5887	SPEECH THERAPY	1,360.00
						CHECK TOTAL:	1,360.00
00382695	04/06/15	KRAUSE, KIM	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	206.42

SELECT Check ID's and Numbers: 76@ ; Check Dates: 040615

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
						CHECK TOTAL:	206.42
00382696	04/06/15	Laguna Beach Water Dis	1/20/15 - 3/17/15	0105477409	5530	WATER - UTILITIES	1,809.11
			1/20/15 - 3/17/15	0105477409	5530	WATER - UTILITIES	388.74
			1/20/15/ - 3/17/15	0105477409	5530	WATER - UTILITIES	776.94
						CHECK TOTAL:	2,974.79
00382697	04/06/15	Leah Prettyman	MATERIALS & SUPPLIES-INSTRUCT	0102014105	4310	MATERIALS & SUPPLIES-INS	43.86
			MATERIALS & SUPPLIES-INSTRUCT	0102014105	4310	MATERIALS & SUPPLIES-INS	36.27
						CHECK TOTAL:	80.13
00382698	04/06/15	Maintex	CUSTODIAL CONSUMABLES(PAPER)	0105477409	4360	CUSTODIAL CONSUMABLES(PA	1,808.48
			OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	1,391.93
						CHECK TOTAL:	3,200.41
00382699	04/06/15	Mary Minerman	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	298.95
						CHECK TOTAL:	298.95
00382700	04/06/15	MEYERS, KATHLEEN	MATERIALS & SUPPLIES-INSTRUCT	0102014105	4310	MATERIALS & SUPPLIES-INS	71.00
						CHECK TOTAL:	71.00
00382701	04/06/15	Michelle Foster	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	199.00
						CHECK TOTAL:	199.00
00382702	04/06/15	Southern Calif Gas Co.	MARCH 2015	0107477409	5510	UTILITIES - HEAT	216.27
			UTILITIES - HEAT	0106477409	5510	UTILITIES - HEAT	326.74
			UTILITIES - HEAT	0102477409	5510	UTILITIES - HEAT	58.27
			UTILITIES - HEAT	0105477409	5510	UTILITIES - HEAT	457.36
			UTILITIES - HEAT	0108477409	5510	UTILITIES - HEAT	168.16
						CHECK TOTAL:	1,226.80
00382703	04/06/15	Southern California Ed	JANUARY 2015	0107477409	5520	LIGHT & POWER	3,526.14
						CHECK TOTAL:	3,526.14
00382704	04/06/15		MARCH 2015	0104256700	5880	TRANSPORTATION-IN LIEU	260.00
						CHECK TOTAL:	260.00
00382705	04/06/15	Therapy Shoppe	MATERIALS & SUPPLIES-INSTRUCT	0104613150	4310	MATERIALS & SUPPLIES-INS	426.68
						CHECK TOTAL:	426.68
00382706	04/06/15	TOGAWA, GREG	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	302.45
			MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	18.28
						CHECK TOTAL:	320.73

SELECT Check ID's and Numbers: 76@ ; Check Dates: 040615

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00382707	04/06/15	U S Postal Service	POSTAGE	0108091005	5910	POSTAGE	147.00
						CHECK TOTAL:	147.00
00382708	04/06/15	Verizon Business Netwo	MARCH 2015	0102477409	5920	TELEPHONE SERVICE	964.10
						CHECK TOTAL:	964.10
00382709	04/06/15	Waste Management of OC	APRIL 2015	0107477409	5540	TRASH - UTILITIES	558.69
			APRIL 2015	0105477409	5540	TRASH - UTILITIES	1,145.70
			APRIL 2015	0108477409	5540	TRASH - UTILITIES	532.82
			APRIL 2015	0106477409	5540	TRASH - UTILITIES	842.31
			APRIL 2015	0102477409	5540	TRASH - UTILITIES	275.33
						CHECK TOTAL:	3,354.85
00382710	04/06/15	WEBBER, VICTORIA	GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	22.95
						CHECK TOTAL:	22.95
00382711	04/06/15	WESTERN YOUTH SERVICES	FEBRUARY 2015	0104132980	5889	OTHER THERAPY	900.00
						CHECK TOTAL:	900.00
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	26,545.48
						GRAND TOTAL	26,545.48

SELECT Check ID's and Numbers: 76@ ; Check Dates: 040715

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00382712	04/07/15	Apple Computer Inc.	EQUIPMENT-COMPUTER	0106011008	4460	EQUIPMENT-COMPUTER	183.00
			EQUIPMENT-COMPUTER	0106011008	4460	EQUIPMENT-COMPUTER	1,837.92
			EQUIPMENT-COMPUTER	0113017175	4460	EQUIPMENT-COMPUTER	7,750.80
			EQUIPMENT - NEW	0113017175	4410	EQUIPMENT - NEW	4,077.60
						CHECK TOTAL:	13,849.32
00382713	04/07/15		OCTOBER 2014	0104072000	5878	PARENT REIMBURSEMENT (LE	260.00
			NOVEMBER 2014	0104072000	5878	PARENT REIMBURSEMENT (LE	390.00
			DECEMBER 2014	0104072000	5878	PARENT REIMBURSEMENT (LE	520.00
			JANUARY 2015	0104072000	5878	PARENT REIMBURSEMENT (LE	857.50
			FEBRUARY 2015	0104072000	5878	PARENT REIMBURSEMENT (LE	650.00
			TRANSPORTATION-IN LIEU	0104256700	5880	TRANSPORTATION-IN LIEU	331.11
						CHECK TOTAL:	3,008.61
00382714	04/07/15	HARTSHORNE RD, MEGAN	CONSULTANTS-OTHER	0102271550	5831	CONSULTANTS-OTHER	2,500.00
						CHECK TOTAL:	2,500.00
00382715	04/07/15	Tavares, Shadi	TRAVEL & CONFERENCE	0102397406	5220	TRAVEL & CONFERENCE	124.07
						CHECK TOTAL:	124.07
				TOTAL FOR STOCK 76		Laguna Beach's check stock ID	19,482.00
			GRAND TOTAL				19,482.00

Laguna Beach Unified School District

13.j. CONSENT/ACTION **April 21, 2015**

Approval: **Warrants #382511 Through #382715 In The Amount of $806,058.27**
Dates: 03/17/15 through 04/07/15

Proposal

It is proposed that the Board of Education approve/ratify Warrants #382511 through #382715 in the amount of $806,058.27.

Background

Warrants are issued for necessary equipment, supplies and services. The warrants processed include previously Board approved contracts and/or budgeted expenditures within the Board approved operating budget.

The warrant list is generated in our business office in accordance with supporting documentation and coded in compliance with the State Account Code Structure (SACS). The list is then transmitted to the Orange County Department of Education where requests are audited and warrants are ultimately issued.

Budget Impact

The warrants are in accordance with the approved 2014/2015 District Operating Budgets.

Recommended Action

It is recommended that the Board of Education approve/ratify the warrants in the amount of $806,058.27.

Prepared by:

Teri Holloway
Administrative Assistant
Business Services

Submitted by:

Dean West
Assistant Superintendent
Business Services

Sherine Smith, Ed.D.
Superintendent of Schools

Laguna Beach Unified School District

13.k. CONSENT/ACTION **April 21, 2015**

Approval: **Ratification of Certificated Payroll 09A in the Amount of $1,895,857.61**
Ratification of Classified Payroll 09B in the Amount of $594,607.52
Ratification of Certificated Payroll 09C in the Amount of $39,317.20

Proposal

It is proposed that the Board of Education ratify the expenditure of funds from the General Fund to cover:

1. Certificated Payroll 09A in the amount of $1,895,857.61;
2. Classified Payroll 09B in the amount of $594,607.52; and,
3. Certificated Payroll 09C in the amount of $39,317.20 for the month of March 2015 totaling $2,529,782.33.

Background

Payroll is in conformity with the annual All Funds Budget adopted by the Board of Education.

Recommended Action

It is recommended that the Board of Education approve:

1. Certificated Payroll 09A in the amount of 1,895,857.61
2. Classified Payroll 09B in the amount of $594,607.52; and,
3. Certificated Payroll 09C in the amount of $39,317.20 for the month of March 2015 totaling $2,529,782.33.

Prepared by:

Chris Shea
Payroll

Submitted by:

Dean West
Assistant Superintendent
Business Services

Sherine Smith, Ed.D.
Superintendent of Schools

13.I. CONSENT/ACTION **April 21, 2015**

Presentation of the Classified School Employees Association, Chapter 131, and Laguna Beach Unified School District's Joint Proposal for a Successor Collective Bargaining Agreement and Announcement of a Requisite Public Hearing

Proposal

It is proposed that in accordance with Board Policy 4305, the Board of Education publicly present the CSEA Chapter 131 and Laguna Beach Unified School District's Joint Proposal for a Successor Collective Bargaining Agreement and hold the requisite public hearing to allow the public to comment on the proposals.

Background

After the Public Hearing, the Board will direct administration to acknowledge public comments; subsequently representatives of the District and the employee organization shall begin formal negotiations.

Included with the agenda item, please find the Initial Proposals for the 2015-2016 school year, which reflect Interest-based Bargaining as the anticipated process. This is a required step in the formal negotiations process.

Budget Impact

There is no budget impact at this time.

Recommended Action

It is recommended that the Board of Education officially present the District and Association's Initial Proposals for a Successor Collective Bargaining Agreement and hold the requisite public hearing to allow the public to comment on the proposals. Subsequently, the Board of Education should officially close the public hearing and direct administration to acknowledge public comments and commence negotiations.

Prepared by:

Leisa Winston
Director, Human Resources
& Public Communications

Submitted by:

Sherine Smith, Ed.D.
Superintendent of Schools

LAGUNA BEACH UNIFIED SCHOOL DISTRICT
Interest-Based Bargaining Proposal
Sunshine Hearing: Tuesday, April 21, 2015

The Laguna Beach Unified School District has three interest-based issues:

Staffing: The District will recruit, hire, train, and retain high performing staff.

The District wishes to explore contractual modifications, which result in the following impacts:

A. Every employee understands that other than the health and safety of every person in the District, no priority is higher than delivery of quality education to each and every student.

B. Every employee understands his/her role and responsibilities and consistently demonstrates the initiative, efficiency, and skills necessary to deliver the highest quality work.

C. Hiring practices are clearly designed to result in acquiring the best candidates available for all positions.

Fiscal Responsibility: The District will maintain fiscal solvency and transparency to ensure support of student learning.

The District wishes to explore contractual modifications, which result in the following impacts:

D. The District's finances reflect the best business practices and careful long-range planning that is reassessed on a yearly basis.

E. Yearly budgets are never more than yearly income unless funds accumulated for a one-time purpose are being expended.

F. All resources are maximized and allocated efficiently, with delivery of quality education as the guiding principle for every expenditure.

Learning Environment: Safe, attractive, clean, and well-equipped learning environments will be provided for each student.

The District wishes to explore contractual modifications, which result in the following impacts:

G. The District provides physical and emotional safety for every student and every staff member.

H. Honesty, integrity, good citizenship, respect and courtesy are valued and consistently practiced at every level of the organization.

I. Employee input is encouraged through an atmosphere conducive to spirited discussions because productive collaboration, continuous improvement and lifelong learning are cherished.

J. The District is absent any institutional biases toward any race, sex, ethnicity, religion, or sexual orientation and there are intense and unified efforts to promote compassion for individual differences and to advance appreciation of diversity.

Initial Interest Statements for Bargaining
From the
California School Employees Association and its CSEA Chapter 131
To the
Laguna Beach Unified School District
March 5, 2015

Article 3 Association Rights

3.3 CSEA has an interest in reviewing protocols of CSEA access and improving CSEA access to classified employees in LBUSD **{EERA section 3543.1(b)}** including the recognition and establishment of new employee orientation meetings in Contract Language.

Article 5 Grievance Resolution Procedure

5.3 CSEA has an interest in increasing the amount of time allowed to file a grievance under Level 1 of the grievance procedure from 20 to 30 days

Article 6 Employment

6.10 CSEA has an interest in *reducing* the amount of time a classified is on probation from 9 months to 6 months

Article 8 Leaves

8.2 CSEA has an interest in replacing the current sub-differential pay with 110 days half pay for long term absences of classified employees

Article 9 Hours and Overtime

CSEA has an interest in expanding in-service training and expand as to what qualifies for professional development and compensation, including military service (12.12)

Article 12 Pay and Allowances

CSEA has an interest in ensuring that the classified employees of the district are fully respected and compensated in a manner that will enable the district to recruit and retain the finest classified employees in Orange County. To this end, CSEA proposes that the negotiated salary increase for fiscal 2015– 2016 is effective July 1, 2015 and that the increase be at least equal to or greater than the salary increases negotiated or provided to other district employees.

12.1 CSEA has an interest in reviewing and expanding the salary schedule (Appendix A) to reflect additional new Ranges of F, G, H

12.10 Longevity. CSEA has an interest in recognizing the dedicated service of long term classified employees with an enhanced longevity schedule

12.12 Professional Development. CSEA has an interest in enhancing the remuneration for approved professional development classes and expanding the number of choices thereof.

12.13 The Association interest is in creating a procedure for Para educators to facilitate a transition to certificated employee status. The Association also has an interest in creating a procedure for other unit members to facilitate career advancement through the classified service.

ARTICLE14. EMPLOYEE EXPENSES AND MATERIALS

CSEA has an interest in the District paying the full cost of the purchase, lease, rental, cleaning, and maintenance of uniforms, equipment, identification badges, emblems, and cards required by the District to be worn or used by employees in the following classes: Maintenance, Custodial and Food Service.

Article 23 Health Benefits

CSEA has an interest in ensuring that the classified employees of the district receive the highest quality health care available provided in the most effective means. To this end, CSEA proposes that the district maintain and provide all existing plans and coverage levels at no additional out of pocket costs to the employees.

Article 16 Vacations

16.5 CSEA has an interest in increasing the number of vacation days of classified employees

Article 17 Evaluation Procedures

17.18 CSEA has an interest that Issues of a derogatory nature not addressed by the immediate supervisor when they occurred during the work year shall not be included in the evaluation document

Article 28 "Term of Agreement",

28.1 The duration of the agreement shall be three years from July 1, 2015 through June 30, 2018

All other provisions of the collective agreement in force to June 30, 2015 shall remain in full force and effect and shall be incorporated within the provisions of the successor agreement.

CSEA reserves the right to discuss and negotiate other issues that may arise in the course of negotiations with the District

Laguna Beach Unified School District

13.m. CONSENT/ACTION **April 21, 2015**

Approval: Third Quarter Report to County Superintendent of Schools on Williams Uniform Complaints (Required by Education Code Section 35186)

Proposal

It is proposed that the Board of Education approve the quarter #3 summary report to be submitted to the County Superintendent of Schools of summarized data on the nature and resolution of all complaints as required by the Williams Litigation Settlement.

Background

Education Code §35186 (d) requires "A school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records."

The District's report is as follows:

Report Period:	Quarter #3 - January 1 to March 31, 2015
Number of Complaints Received:	None.
Nature of Complaints:	None.
Resolution of Complaints:	None.
Report to Board of Education:	April 21, 2015

Budget Impact
There is no budget impact to this item.

Recommended Actions
It is recommended that the Board of Education approve the submission of the quarter #3 report to the County Superintendent of Schools of summarized data on the nature and resolution of all complaints as required by the Williams Litigation Settlement.

Prepared by:

Leisa Winston
Director, Human Resources
& Public Communications

Submitted by:

Darlene Messinger
Assistant Superintendent
Instructional Services

Sherine Smith, Ed.D.
Superintendent of Schools

Laguna Beach Unified School District

13.n. CONSENT/ACTION **April 21, 2015**

Approval/Ratification: **Community Facilities District 98-1 (Crystal Cove) Administrative Expense Fund Disbursements Totaling $1,348.11**

Proposal

It is proposed that the Board of Education approve/ratify the attached disbursement from the Administrative Fund of the Community Facilities District 98-1 "CFD 98-1".

Background

A separate Administrative Fund was established pursuant to the Indenture by and between Laguna Beach Unified School District and Community Facilities District No.98-1 (Crystal Cove) 2012 Special Tax Refunding Bonds. Administrative expenses are for the actual or reasonably estimated costs directly related to the administration of CFD No. 98-1. Staff is requesting the approval of the payment detailed on the Administrative Funds Disbursement list.

Budget Impact

The $1,348.11 payment would be made from the CFD 98-1 Administrative Expense Fund located at U.S. Bank. After the disbursement, the remaining fund balance would be $12,151.56

	Payee Name & Address	Purpose	Revenue	Expense	Balance
1	Beginning Balance				$13,499.67
2	David Taussig & Associates	Inv. 1502078		$1,348.11	
3	Ending Fund Balance				**$12,151.56**

Recommended Action

It is recommended that the Board of Education approve/ratify the disbursement as presented.

Prepared By:

Raymond Lee
Staff Accountant
Business Services

Submitted By:

Dean West
Assistant Superintendent
Business Services

Sherine Smith
Superintendent of Schools

13.o. CONSENT/ACTION **April 21, 2015**

Approval: Agreement for Contracted Services with All City Management Services, Inc., to Provide a School Crossing Guard at Thurston Middle School for the 2015/16 Fiscal Year with a Not-to-Exceed Amount of $12,500

Proposal

It is proposed that the Board of Education approve a contract with All City Management Services, Inc., to provide a school crossing guard at Thurston Middle School for the 2015/16 fiscal year with a not-to-exceed amount of $12,500.

Background

The District has been advised by its liability carrier that District employees should not attempt to control traffic on city streets because they are not on District property and traffic control is generally a municipal responsibility. District employees are not trained to control vehicular traffic and any effort to do so could endanger employees as well as students. School districts are not required to provide assistance crossing streets adjacent to schools. However, given the heavy traffic and large number of students who cross the street in front of Thurston Middle School, it is prudent to provide crossing guard services to reduce possible safety risks to students. The City of Laguna Beach has agreed to share the costs of these services.

Contract Components

Scope of Work: Contractor will provide services to the District as follows:

1. Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks.
2. District shall have the right to determine the locations, when and where Crossing Guards shall be furnished by the Contractor. Contractor shall notify District in writing of any changes which may need to occur in hours of work or locations. District further has the power to add to, delete from, or revise the work schedule/locations.
3. Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all items of this Agreement.
4. Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location.

Compensation: The District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement a total not-to-exceed fee of twelve thousand five hundred dollars ($12,500.00). District shall pay Contractor upon invoice submittal per the following rates:

- $17.14 per hour, with a four (4) hour minimum per day of Crossing Guard services provided

Expenses: The District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing contractual services for the District.

Budget Impact

This contract will be paid from the General Fund, with 50% reimbursed by the City of Laguna Beach.

Recommendation

It is recommended that the Board of Education approve a contract with All City Management Services, Inc., to provide a school crossing guard at Thurston Middle School for the 2015/16 fiscal year with a not-to-exceed amount of $12,500.

Prepared by:

Teri Holloway
Administrative Assistant
Business Services

Submitted by:

Dean West
Assistant Superintendent
Business Services

Sherine Smith
Superintendent of Schools

Laguna Beach Unified School District

13.p. CONSENT/ACTION **April 21, 2015**

Approval: Agreement for Contracted Services with Megan Hartshorne, RD for Enhancement and Expansion of the Nutrition Department for the Period July 1, 2015 – June 30, 2016 with a Not-to-Exceed Amount of $37,500

Proposal

It is proposed that the Board of Education ratify approval of a contract with Megan Hartshorne, RD for consulting services in the area of Nutrition for the period July 1, 2015 – June 30, 2016 with a not-to-exceed amount of $37,500.

Background

In January 2013 SchoolPower granted our funding request to provide the services and expertise of registered dietician, Megan Hartshorne to assist with the goals for our Nutrition Department. Continued services provided by Megan Hartshorne, RD would include the updating of department procedures and practices, developing new and improving existing menu offerings, staff training and education, and student nutrition education.

Through the planning process the Nutrition Staff and related committees have looked at establishing department practices to meet new regulations; to increase efficiency; to analyze and increase meal participation; to update staff training and education; and, to benefit students with health and nutrition education.

Contract Components

Scope of Work: CONSULTANT will provide student nutrition consulting services as requested by the DISTRICT as follows:

- Continued and New Projects for SY 2015-16:
    - Provide training of new Meal Pattern regulations to keep Nutrition staff current with most recent regulations
    - Support updates to Employee Manual and distribute to Nutrition Services team members during training
    - Work with Whole Foods Market and Elementary teachers to provide health and nutrition education in the classroom
    - Provide 'Harvest of the Month' education opportunities to elementary students
    - Work with students and staff to provide Student Nutrition Advisory Committee (SNAC) group at the high school
    - Communicate with student body to continue improving customer satisfaction (student taste tests, surveys, SNAC group, and/or Student Leadership groups)
    - Coordinating Student Volunteers in the area of dietician education
    - Communicate new changes with the students and community, when applicable
    - Assist Nutrition Department with updating offerings
    - Report to Assistant Superintendent, Business Services to communicate updates, progress and/or department needs

Compensation: DISTRICT agrees to pay CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at an hourly rate of seventy-five dollars ($75.00). DISTRICT shall pay CONSULTANT upon invoice submittal per the following:

- Nutrition Improvement On-going Efforts – 10 hours per week
  - July 1, 2015 – June 30, 2016
- Additional Services as needed at $75.00 per hour up to not to exceed authorization
- Mileage reimbursement

Expenses: DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing contractual services for the District, except as follows: mileage at the current IRS allowable rate between the District Office and School Sites only.

Budget Impact

Paid out of the General Fund, not to exceed $37,500.00

Recommendation

It is recommended that the Board of Education approve a contract with Megan Hartshorne, RD for student nutrition consulting services for the 2015/2016 school year with a not-to-exceed amount of $37,500.

Prepared by:	Submitted by:	
Teri Holloway	Dean West	Sherine Smith, Ed.D.
Administrative Assistant	Assistant Superintendent	Superintendent of Schools
Business Services	Business Services	

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Laguna Beach Unified School District, hereinafter referred to as "DISTRICT," and Megan Hartshorne, RD, Address: 11 Vistamar Drive, Laguna Niguel, CA 92677; hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Work. CONTRACTOR shall perform services for the DISTRICT for student nutrition consulting services as requested by the District as follows:**

- Provide training of new Meal Pattern regulations to keep Nutrition staff current with most recent regulations.
- Support updates Employee Manual and distribute to Nutrition Services team members during training
- Work with Whole Foods Market and Elementary teachers to provide health and nutrition education in the classroom
- Provide 'Harvest of the Month' education opportunities to elementary students
- Work with students and staff to provide Student Nutrition Advisory Committee (SNAC) group at the high school
- Communicate with student body to continue improving customer satisfaction (student taste tests, surveys, SNAC group, and/or Student Leadership groups)
- Communicate new changes with the students and community, when applicable
- Coordinating Student Volunteers in area of dietician education
- Assist Nutrition Department with updating offerings
- Report to Assistant Superintendent, Business Services to communicate updates, progress, and/or department needs

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT upon Board approval and will diligently perform as required until June 30, 2016.

3. Compensation: DISTRICT agrees to pay CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at an hourly rate of seventy-five dollars ($75.00). DISTRICT shall pay CONSULTANT upon invoice submittal per the following:
   - Nutrition Improvement On-going Efforts – 10 hours per week
     - July 1, 2015 – June 30, 2016
   - Additional Services as needed at $75.00 per hour up to not to exceed authorization
   - Mileage reimbursement

4. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: mileage at the current IRS allowable rate between the District Office and School Sites only.

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. CONTRACTOR agrees that in providing services pursuant to this AGREEMENT, CONTRACTOR shall obey and comply with all copyright, trademark and patent laws, rules and regulations, including proper identification of all copyrighted materials used.

8. Copyright/Trademark/Patent. CONTRACTOR further understands and agrees that in the event materials are produced pursuant to this AGREEMENT for the benefit of the DISTRICT for which a copyright, trademark and patent may be secured, the DISTRICT shall have the right to such copyright, trademark or patent. CONTRACTOR further understands and agrees that all materials produced for the benefit of the DISTRICT pursuant to this AGREEMENT shall become the DISTRICT'S property, and reuse is subject to the DISTRICT'S express written permission.

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the five (5) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to

and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents 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) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, 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 services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any persons, including the DISTRICT or its officers, employees and agents, or damage to or loss 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 services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

(d) Any acts or omissions by CONTRACTOR or any person or corporation employed by CONTRACTOR relating to services to be rendered under this Agreement.

11. Insurance. CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." CONTRACTOR agrees to carry malpractice and/or professional liability insurance in the amount One Million Dollars ($1,000,000). Prior to the execution of this Agreement, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees that not less than 30 days prior to the expiration of any coverage, CONTRACTOR will provide evidence of renewal to DISTRICT. CONTRACTOR agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policies. CONTRACTOR shall provide proof of current Worker's Compensation insurance for CONTRACTOR'S employees (if applicable).

12. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR without the prior written consent of District.

13. Compliance With Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. Employment With Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Affirmative Action Employment. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of sexual orientation, race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this AGREEMENT, the addresses of the parties are as follows:

LAGUNA BEACH UNIFIED	**CONTRACTOR**
SCHOOL DISTRICT	**Megan Hartshorne, RD**
550 Blumont	**11 Vistamar Drive**
Laguna Beach, CA 92651	**Laguna Niguel, CA 92677**

20. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 21st DAY OF April 2015.

LAGUNA BEACH U.S.D.	**CONTRACTOR**
By: _____	By: _____
Signature	Signature
Dean West	_____
Typed Name	Typed Name
Asst. Superintendent, Business Services	_____
Title	Title
	_____
	Social Security or
	Taxpayer Identification Number

15/16 M. HARTSHORNE CONTRACT

Laguna Beach Unified School District

13.q. CONSENT/ACTION **April 21, 2015**

Approval: Agreement for Contracted Services with Melissa Manning, RD for Student Nutrition Consulting Services for the 2015/2016 School Year with a Not-to-Exceed Amount of $7,500

Proposal

It is proposed that the Board of Education approve a contract with Melissa Manning for student nutrition consulting services for the 2015/2016 school year with a not-to-exceed amount of $7,500.

Background

Through the planning process the nutrition staff and related committees have looked at the methods to continuously improve the nutrition value and make available options desirable to students. One step in executing these plans is to engage nutritional specialists to enhance support of our nutrition staff to achieve these objectives. With services from Melissa Manning, our goal is to improve child nutrition by analyzing current menus. A corresponding objective is to establish cycle menus to meet new NSLP/SBP reimbursement certification process. The services will also elevate requirements for contributions to meal patterns, standardized recipes, and product specifications.

1. **Menu Planning and Analysis:**
   - Goals:
     - Meal Pattern Compliance: All required components and portion sizes will be met for each menu each month.
     - Documentation: All required documentation on products, recipes, meal pattern analysis, and production records will be maintained in accordance with NSLP and Health Department standards.
   - Action steps:
     - During 2015-2016 school year:
       - NutriKids will be maintained to reflect current product information including meal pattern, nutritional analysis, and purchasing information.
       - Quarterly site visits will be conducted for meal and kitchen compliance.

Compensation: DISTRICT agrees to pay CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at an hourly rate of seventy-five dollars ($75.00). DISTRICT shall pay CONSULTANT upon invoice submittal per the following:

- Audit Compliance and Menu Review – 12 days (3 days per quarter)

- Additional Services as needed at $75.00 per hour up to not to exceed authorization

Expenses: DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing contractual services for the District, except as follows: none.

Budget Impact

Paid out of the General Fund not to exceed $7,500.

Recommendation

It is recommended that the Board of Education approve a contract with Melissa Manning for student nutrition consulting services for the 2015/2016 school year with a not-to-exceed amount of $7,500.

Prepared by:

Teri Holloway
Administrative Assistant
Business Services

Submitted by:

Dean West
Assistant Superintendent
Business Services

Sherine Smith, Ed.D.
Superintendent of Schools

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Laguna Beach Unified School District, hereinafter referred to as "DISTRICT," and Melissa Manning, RD, Address: 133 Avenida Mesita, San Clemente, CA 92673; hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Work. CONTRACTOR shall perform services for the DISTRICT for student nutrition consulting services as requested by the District as follows:**

- **Menu Planning and Analysis:**
  - Goals:
    - Meal Pattern: All required components and portion sizes will be met for each menu each month.
    - Documentation: All required documentation on products, recipes, meal pattern analysis, and production records will be maintained in accordance with NSLP and Health Department standards.
  - Action steps:
    - During 2015-2016 school year:
      - NutriKids will be maintained to reflect current product information including meal pattern, nutritional analysis, and purchasing information.
      - Quarterly site vists will be conducted for meal and kitchen compliance.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT upon Board approval and will diligently perform as required until June 30, 2016.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed $7,500.00. DISTRICT shall pay CONSULTANT upon invoice submittal per the following:

- Audit Compliance and Menu Review – 12 days (3 days per quarter)
- Additional Services as needed at $75.00 per hour up to not to exceed authorization

4. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: none.

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. CONTRACTOR agrees that in providing services pursuant to this AGREEMENT, CONTRACTOR shall obey and comply with all copyright, trademark and patent laws, rules and regulations, including proper identification of all copyrighted materials used.

8. Copyright/Trademark/Patent. CONTRACTOR further understands and agrees that in the event materials are produced pursuant to this AGREEMENT for the benefit of the DISTRICT for which a copyright, trademark and patent may be secured, the DISTRICT shall have the right to such copyright, trademark or patent. CONTRACTOR further understands and agrees that all materials produced for the benefit of the DISTRICT pursuant to this AGREEMENT shall become the DISTRICT'S property, and reuse is subject to the DISTRICT'S express written permission.

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the five (5) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to

and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents 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) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, 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 services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any persons, including the DISTRICT or its officers, employees and agents, or damage to or loss 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 services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

(d) Any acts or omissions by CONTRACTOR or any person or corporation employed by CONTRACTOR relating to services to be rendered under this Agreement.

11. Insurance. CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." CONTRACTOR agrees to carry malpractice and/or professional liability insurance in the amount One Million Dollars ($1,000,000). Prior to the execution of this Agreement, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees that not less than 30 days prior to the expiration of any coverage, CONTRACTOR will provide evidence of renewal to DISTRICT. CONTRACTOR agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policies. CONTRACTOR shall provide proof of current Worker's Compensation insurance for CONTRACTOR'S employees (if applicable).

12. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR without the prior written consent of District.

13. Compliance With Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. Employment With Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Affirmative Action Employment. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of sexual orientation, race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this AGREEMENT, the addresses of the parties are as follows:

LAGUNA BEACH UNIFIED	**CONTRACTOR**
SCHOOL DISTRICT	**Melissa Manning, RD**
550 Blumont	**133 Avenida Mesita**
Laguna Beach, CA 92651	**San Clemente, CA 92673**

20. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 21st DAY OF April, 2015.

LAGUNA BEACH U.S.D.	**CONTRACTOR**
By: _____	By: _____
Signature	Signature
Dean West	_____
Typed Name	Typed Name
Asst. Superintendent, Business Services	_____
Title	Title
	_____
	Social Security or
	Taxpayer Identification Number

15/16 M. MANNING CONTRACT

Laguna Beach Unified School District

13.r. CONSENT/ACTION **April 21, 2015**

Approval: Agreement for Contracted Services with Nicole Miller & Associates, Inc., to Conduct Investigations into the Legal Residency of Enrolled Students Within the Jurisdiction of Laguna Beach Unified School District as well as Risk Management Investigations with a Not-to-Exceed Amount of $30,000

Proposal

It is proposed that the Board of Education approve an agreement for contracted services with Nicole Miller & Associates, Inc., to conduct investigations into the legal residency of enrolled students within the jurisdiction of Laguna Beach Unified School District as well as risk management investigations with a not-to-exceed amount of $30,000.

Background

Education Code section 48200 provides that students shall attend public school in the school district in which the residency of either the parent or legal guardian of the student is located.

Ensuring that students enrolled in our schools actually reside within our district boundaries has been a long standing district practice. This practice is important to LBUSD because of our funding model and limited facility space. As a basic aid district we are funded from the proceeds of our local property tax and do not receive state aid (funding from the state) on a per pupil basis. When an address is falsified and a student resides outside our school district boundaries, not only do we not receive revenue for those students; but, their actual school district of residence is deprived of the per pupil state aid. Some individuals go to great lengths to perpetuate the deception of a falsified residence and home visits, even multiple home visits become necessary. This is not a good use of time for educational administrators and we are better served with the task being performed by a professional on a contracted as needed basis.

This investigator is also used by our property/liability insurance carrier and several other Orange County school districts. The investigator will be accessible for security and risk management investigations to identify and limit financial exposure to the District.

Contract Components

Scope of Work: CONSULTANT shall perform the following services for the DISTRICT: Conduct investigations in the legal residency of students enrolled in class within the jurisdiction of the Laguna Beach Unified School District. Investigations will be conducted in an impartial, courteous, timely, and professional manner. Investigations may include, but are not limited to, discrimination and harassment claims, policy and procedure violations, unprofessional conduct complaints, charges of theft, and other serious allegations. Reports will be provided to the District, which can be used to support the respective position of each individual case.

Compensation: DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total not-to-exceed fee of thirty thousand dollars ($30,000) with an hourly rate of service at $115.00.

Expenses: District shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing contractual services for the District, except as follows: None. Vehicle mileage and other costs not related to the actual investigations are included in the monthly retainer.

Budget Impact

This General Fund expenditure is budgeted at a not-to-exceed amount of 30,000.

Recommendation

It is proposed that the Board of Education approve an agreement for contracted services with N. Miller & Associates, Inc. to conduct investigations into the legal residency of enrolled students within the jurisdiction of Laguna Beach Unified School District as well as risk management investigations with a not-to-exceed amount of $30,000.

Prepared by:

Teri Holloway
Administrative Assistant
Business Services

Submitted by:

Dean West
Assistant Superintendent
Business Services

Sherine Smith, Ed.D.
Superintendent of Schools

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Laguna Beach Unified School District, hereinafter referred to as "DISTRICT," and Nicole Miller, Address: 33282 Golden Lantern, Suite 112, Dana Point, CA 92629; hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Work. CONTRACTOR shall perform services for the DISTRICT for attendance accounting and consulting services as requested by the District.**

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT upon Board approval and will diligently perform as required until June 30, 2016.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed $30,000. DISTRICT shall pay CONTRACTOR according to the following terms and conditions: The work shall be billed on a periodic basis upon submittal of invoice per the following hourly rates:

- $115/hour for residential investigative services.

4. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. CONTRACTOR agrees that in providing services pursuant to this AGREEMENT, CONTRACTOR shall obey and comply with all copyright, trademark and patent laws, rules and regulations, including proper identification of all copyrighted materials used.

8. Copyright/Trademark/Patent. CONTRACTOR further understands and agrees that in the event materials are produced pursuant to this AGREEMENT for the benefit of the DISTRICT for which a copyright, trademark and patent may be secured, the DISTRICT shall have the right to such copyright, trademark or patent. CONTRACTOR further understands and agrees that all materials produced for the benefit of the DISTRICT pursuant to this AGREEMENT shall become the DISTRICT'S property, and reuse is subject to the DISTRICT'S express written permission.

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the five (5) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents 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) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, 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 services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any persons, including the DISTRICT or its officers, employees and agents, or damage to or loss 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 services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

(d) Any acts or omissions by CONTRACTOR or any person or corporation employed by CONTRACTOR relating to services to be rendered under this Agreement.

~~11. Insurance. CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." CONTRACTOR agrees to carry malpractice and/or professional liability insurance in the amount One Million Dollars ($1,000,000). Prior to the execution of this Agreement, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees that not less than 30 days prior to the expiration of any coverage, CONTRACTOR will provide evidence of renewal to DISTRICT. CONTRACTOR agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policies.~~

~~CONTRACTOR shall provide proof of current Worker's Compensation insurance for CONTRACTOR'S employees (if applicable).~~

12. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR without the prior written consent of District.

13. Compliance With Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. Employment With Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Affirmative Action Employment. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of sexual orientation, race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this AGREEMENT, the addresses of the parties are as follows:

LAGUNA BEACH UNIFIED	**CONTRACTOR**
SCHOOL DISTRICT	**NICOLE MILLER & ASSOCIATES, INC.**
550 Blumont	**33282 Golden Lantern, Suite 112**
Laguna Beach, CA 92651	**Dana Point, CA 92629**

20. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 21st DAY OF April, 2015.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT	**CONTRACTOR**
By: _____	By: _____
Signature	Signature
Dean West	_____
Typed Name	Typed Name
Asst. Superintendent, Business Services	_____
Title	Title
	_____
	Social Security or
	Taxpayer Identification Number

15/16 Nicole Miller & Assoc. Contractor Agreement

Laguna Beach Unified School District

13.s. CONSENT/ACTION **April 21, 2015**

Approval: **Agreement for Contracted Services for the Third Year of a Three-Year Annually Renewable Term with Vavrinek, Trine, Day & Co., LLP for District Annual Auditing Services for Fiscal Years 2015/2016 with a Not-To-Exceed Amount of $35,000**

Proposal

It is proposed that the Board of Education approve the third year of a three-year annually renewable contract with Vavrinek, Trine, Day & Co., LLP (VTD) to perform district auditing services for fiscal years 2015/2016 with a not-to-exceed amount of $35,000.

Background

Education Code 41020 requires that each school district shall provide for an annual audit of the books and accounts of the school district.

Pursuant to Government Code Section 53060 the audit firm selection process does not require a district to go to bid. Per Education Code 41020, we are required to select and sign an agreement for our fiscal year 2014/2015 annual audit and submit it to the Orange County Office of Education (OCDE) by April 1, 2015. If we do not meet this deadline, OCDE is required to provide an audit selection for us no later than May 1, 2015.

With the passage of AB2834 and in accordance with Education Code 41020 (f) (2), "it is unlawful for a public accounting firm to provide audit services to a local educational agency if the lead audit partner, or coordinating audit partner responsible for reviewing the audit, has performed audit services for that local educational agency in each of the six previous fiscal years." It is the policy of VTD to change the lead audit partner at a maximum of six years and to change members of the field audit staff on an annual basis. Even prior to this requirement, it has been our experience that during the past nine years of audits in LBUSD, the lead audit partner changed after five years and the audit staff was changed from year to year.

OCDE strongly recommends selection of an audit firm familiar with the audit requirements of California K-12 school districts. VTD has provided auditing services to school districts, community college districts and county offices since 1948. They have performed thousands of audits and are currently providing audit services to more than 200 districts in California, including 16 districts in Orange County.

VTD has provided information regarding their firm's review by Yanari Watson McGaughey P.C., of their system of quality control for the accounting and auditing practice. Their reputation for quality of performance and integrity is excellent throughout the state and VTD is deemed qualified by the State Controller to conduct audits of local education agencies.

Budget Impact

The maximum annual fee for auditing services for fiscal year 2015/2016 shall not exceed $35,000. This amount will be included in next year's General Fund budget.

Contract Components

Scope of Work:

CONTRACTOR shall perform duties for the DISTRICT as follows:

- GENERAL AUDIT PROCEDURES

  An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, the audit will involve judgment about the number of transactions to be examined and the areas to be tested. CONTRACTOR will perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatements, whether caused by error or fraud. As required by the Single Audit Act Amendments of 1996 and OMB Circular A-133, the audit will include test of transactions related to major federal award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Because an audit is designed to provide reasonable, but not absolute assurance and because CONTRACTOR will not perform a detailed examination of all transactions, there is a risk that material errors, fraud, other illegal acts, or noncompliance may exist and not be detected by CONTRACTOR. In addition, an audit is not designed to detect immaterial errors, fraud, or other illegal acts or illegal acts that do not have a direct effect on the financial statements or to major programs. CONTRACTOR will include such matters in the reports required for a Single Audit. CONTRACTOR'S responsibility as auditors is limited to the period covered by CONTRACTOR'S audit and does not extend to matters that might arise during any later periods for which CONTRACTOR is not engaged as auditors.

- INTERNAL CONTROL AUDIT PROCEDURES

  In planning and performing the audit, CONTRACTOR will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of CONTRACTOR'S auditing procedures for the purpose of expressing CONTRACTOR'S opinions on the District's financial statements and on its compliance with requirements applicable to major programs.

  CONTRACTOR will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and CONTRACTOR will assess control risk. Tests on controls may be performed to test the effectiveness of certain controls that CONTRACTOR considers relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level. CONTARCTOR'S tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in CONTRACTOR'S report on internal control issued pursuant to *Government Auditing Standards.*

  As required by OMB Circular A-133, CONTRACTOR will perform tests of controls to evaluate the effectiveness of the design and operation of controls that CONTRACTOR considers relevant to preventing or detecting material noncompliance with compliance requirements, applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on the internal control issued pursuant to OMB Circular A-133.

  An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, CONTRACTOR will inform the governing body or audit committee of any matters involving internal controls and its operation that CONTRACTOR considers

to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to CONTRACTOR'S attention relating to significant deficiencies in the design or operation of the internal control that, in CONTRACTOR'S judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. CONTRACTOR will also inform of any nonreportable conditions or other matters involving internal control, if any, as required by OMB Circular A-133.

- COMPLIANCE AUDIT PROCEDURES
  Audit will be conducted in accordance with set standards. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, CONTRACTOR will perform tests on the District's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and CONTRACTOR will not express such an opinion in CONTRACTOR'S report on compliance issued pursuant to Government Auditing Standards.

Compensation:
DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total not-to-exceed fee of thirty five thousand dollars **($35,000)** for fiscal year 2015/2016. DISTRICT shall pay CONTRACTOR according to the following terms and conditions: The work shall be billed based on actual hours worked with the FINAL 10 percent withheld, pursuant to Education Code § 14505, being paid upon certification by the State Controller that the audit report conforms to the reporting provisions of the audit guide. The hourly rates are as follows:

	2013/2014	2014/2015	2015/2016
Principal/Partner	$205	$205	$205
School Services Cons.	$150	$150	$150
Manager	$150	$150	$150
Supervisor	$140	$140	$140
Senior in Charge	$110	$110	$110
Staff Accountant	$ 90	$ 90	$ 90
Paraprofessional	$ 65	$ 65	$ 65

Expenses:
DISTRICT shall be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR related to travel computed at the approved Internal Revenue Service rate per mile.

Recommended Action

It is recommended that the Board of Education approve the third year of a three-year annually renewable contract with Vavrinek, Trine, Day & Co., LLP (VTD) to perform district auditing services for fiscal years 2015/2016 with a not-to-exceed amount of $35,000.

Prepared by:
Teri Holloway
Administrative Assistant
Business Services

Submitted by:
Dean West
Assistant Superintendent
Business Services

Sherine Smith
Superintendent of Schools

Laguna Beach Unified School District

13.t. CONSENT/ACTION **April 21, 2015**

Approval: **Agreement for Contracted Services with David Taussig & Associates, Inc., to Administer the Mello-Roos Special Taxes in Community Facilities District ("CFD") No. 98-1 with a Not-to-Exceed Amount of $12,000 Plus Direct Costs Not-to-Exceed $1,000 for a Total Contractual Not-to-Exceed Amount of $13,000 for Fiscal Year 2015/2016**

Proposal

It is proposed that the Board of Education approve a contract with David Taussig & Associates, Inc. to administer the Mello-Roos special taxes in Community Facilities District ("CFD") No. 98-1 with a not-to-exceed amount of $12,000 plus direct costs not-to-exceed $1,000 for a total contractual not-to-exceed amount of $13,000 for fiscal year 2015/2016.

Background

This contract provides for the firm of Taussig & Associates, Inc. to administer the Mello-Roos special taxes in Community Facilities District ("CFD") No. 98-1 for fiscal year 2015/2016.

Budget Impact

There is no impact to the General Fund as the cost of administering the CFD can be included in the fiscal year 2015/2016 special tax levy. The fee for this administration service is a not-to-exceed $12,000. In addition, the special tax levy will be billed for any out-of-pocket expenses associated with travel, photocopying, courier services, facsimile transmissions, telephone, and public and/or private data sources such as assessor parcel and tract maps. These expenses have a not-to-exceed amount of $1,000.

Contract Components

Scope of Work:

Contractor shall provide financial consulting services necessary to assist Laguna Beach Unified School District in administering the Mello-Roos special taxes in Community Facilities District ("CFD") No. 98-1. The following tasks are included:

TASK 1 – LAND USE RESEARCH

This task involves determining, gathering and organizing the land use data required to apportion and collect special taxes, and includes the following subtasks:

1.1 Subdivision Research: Identify and obtain copies of all final tract or parcel maps for CFD No. 98-1. Determine density for each tract, and lot square footage for each parcel.

1.2 Development Research: Determine building permit activity as of January 1 of each year. Identify building permit issuance date, building square footage and situs address for each new home. Review current Assessor Parcel Maps to determine which parcel numbers will be valid for each fiscal year.

1.3 Database Management: Create automated parcel database to include all parcels. Data items will include Assessor Parcel Number and corresponding tract, lot and unit number, density, land square footage, building square footage, building permit issuance date and situs address.

TASK 2 – CLASSIFICATION OF PROPERTY

This task involves application of the Rate and Method of Apportionment of the Special Tax to determine the appropriate special tax classification for each parcel located within CFD No. 98-1, and includes the following subtasks:

2.1 Exempt Property: Identify all property owned by public agencies or entities otherwise exempt from the special tax and classify as exempt property.

2.2 Taxable Property: Identify all taxable properties and classify each as "Developed Property" or "Undeveloped Property". Assign each "Developed Property" to the appropriate special tax class.

2.3 Backup Special Tax: Determine the Backup Special Tax, if any, which will apply to property within each Planning Area.

TASK 3 – FINANCIAL ANALYSIS

This task involves calculating the Special Tax Requirement for each fiscal year and allocating it to property in CFD No. 98-1, and includes the following subtasks:

3.1 Determine Special Tax Requirement: Assist Client with the preparation of an administrative expense budget. Confirm interest and principal payments. Determine any other charges or credits to tax levy.

3.2 FY 2015/2016 Special Tax Rates: Based on tax classifications and special tax requirement, compute the fiscal year 2015/2016 special tax rates for all classifications of taxable property.

TASK 4 – REPORT PREPARATION

This task includes the preparation of an Annual Special Tax Report containing the findings of the financial analysis and an explanation of the methodology employed to apportion the special taxes for CFD No. 98-1. Included in the report is a list of special taxes by Assessor's Parcel, which can be used as the exhibit to the resolution authorizing the levy and collection of special taxes for fiscal year 2015/2016.

TASK 5 – SUBMITTAL OF SPECIAL TAXES TO COUNTY OF ORANGE

This task involves submitting the special tax levy on or before August 10, of each year, or such other date specified by the County of Orange to the Auditor-Controller for inclusion on the fiscal year 2015/2016 consolidated property tax bills. The special tax levy will be submitted on magnetic tape or other media as specified by the County.

TASK 6 – DELINQUENT PROPERTY OWNER RESEARCH

This task involves the review and research of County records to determine which parcels are delinquent in the payment of property and special taxes, and includes the following subtasks:

6.1 Static Delinquency Report: Review the tri-annual Paid/Unpaid Status Reports provided to the CFD by the Orange County Auditor-Controller to determine which parcels are delinquent and the corresponding amount of delinquent special taxes. Prepare report summarizing the amount of delinquent special taxes.

6.2 Dynamic Delinquency Report: As necessary, conduct a review of on-line records to provide an up-to-the-minute status report for any given number of delinquent parcels.

6.3 Collection of Delinquent Special Taxes: Assist Client with the development of procedures to cure delinquent special taxes. Assist with the preparation of demand letters and support documents necessary for foreclosure actions.

TASK 7 – ROLL CHANGES AND ADJUSTED PROPERTY TAX BILLS

This task involves monitoring any changes to the secured tax roll, which necessitate new or adjusted property tax bills. This task includes the calculation of new or adjusted bills and the preparation of requests to the County to prepare such bills.

TASK 8 – RESPONSES TO PROPERTY OWNER QUESTIONS
This task involves the provision of information to individuals and other interested parties regarding the amount and calculation of the special tax.

TASK 9 – MONTHLY REVIEW OF ALL FUNDS AND ACCOUNTS
This task involves continuous monitoring of fiscal financial statements for all funds and accounts for CFD No. 98-1 to assure the fiscal agent is adhering to the "Bond Indenture". Prepare monthly report of financial activity for all funds showing account balances, interest earnings and other revenues, and expenditures.

TASK 10 – MEETINGS
Consultant will attend one Board meeting to discuss the fiscal year 2015/2016 special tax levy or other matters relating to the administration of CFD No. 98-1.

TASK 11 – CFD DISCLOSURE
This task involves assisting Client meet the annual disclosure requirements of SB 1464, the 1992 Mello-Roos Amendment Bill, and includes the following subtasks:
11.1 Submit required data to the California Debt and Investment Advisory Commission each October in compliance with Section 53359.5 of the Government Code as stated in SB 1464.
11.2 Provide special tax disclosure documents to Client for resale properties pursuant to Section 1102.6b of the Civil Code and Section 53340.2 of the Government Code as stated in SB 1464.
11.3 Assist Client in the preparation of material required by any continuing disclosure agreement.

Compensation:
DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not-to-exceed thirteen thousand dollars **($13,000).** DISTRICT shall pay CONTRACTOR according to the following terms and conditions: The work shall be billed based on actual hours worked, with up to the FINAL 20 percent being paid upon completion/submission of the final product per the following rate schedule:

RATE SCHEDULE

Managing Director	**$215/Hour**
Vice President	**$210/Hour**
Manager	**$190/Hour**
Senior Associate	**$170/Hour**
Associate	**$155/Hour**
Senior Analyst	**$145/Hour**
Analyst	**$135/Hour**
Research Assistant	**$110/Hour**

Expenses:
DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: CONTRACTOR shall be reimbursed separately for reasonable and necessary costs for travel, photocopying, database services or materials, facsimile and telephone calls, clerical services, and other out-of-pocket expenses. These expenses have a not-to-exceed amount of $1,000 and are already included in the total contractual amount of not-to-exceed $13,000.

Recommended Action

It is recommended that the Board of Education approve the contract as presented with David Taussig & Associates, Inc. to administer the Mello-Roos special taxes in Community Facilities District ("CFD") No. 98-1 with a not-to-exceed amount of $12,000 plus direct costs not-to-exceed $1,000 for a total contractual not-to-exceed amount of $13,000 for fiscal year 2015/2016.

Prepared by:	Submitted by:	
Teri Holloway Administrative Assistant Business Services	Dean West Assistant Superintendent Business Services	Sherine Smith Superintendent of Schools

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Laguna Beach Unified School District, hereinafter referred to as "DISTRICT," and **David Taussig & Associates, Inc.**, Address: 5000 Birch Street, Suite 6000, Newport Beach, CA 92660, Phone: (949) 955-1500; hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Scope of Work: Contractor shall provide financial services necessary for administering the Mello-Roos special taxes in Community Facilities District ("CFD") No. 98-1. The following tasks are included:

TASK 1 – LAND USE RESEARCH

This task involves determining, gathering and organizing the land use data required to apportion and collect special taxes, and includes the following subtasks:

1.1 Subdivision Research: Identify and obtain copies of all final tract or parcel maps for CFD No. 98-1. Determine density for each tract, and lot square footage for each parcel.

1.2 Development Research: Determine building permit activity as of January 1 of each year. Identify building permit issuance date, building square footage and situs address for each new home. Review current Assessor Parcel Maps to determine which parcel numbers will be valid for each fiscal year.

1.3 Database Management: Create automated parcel database to include all parcels. Data items will include Assessor Parcel Number and corresponding tract, lot and unit number, density, land square footage, building square footage, building permit issuance date and situs address.

TASK 2 – CLASSIFICATION OF PROPERTY

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2.1 Exempt Property: Identify all property owned by public agencies or entities otherwise exempt from the special tax and classify as exempt property.

2.2 Taxable Property: Identify all taxable properties and classify each as "Developed Property" or "Undeveloped Property". Assign each "Developed Property" to the appropriate special tax class.

2.3 Backup Special Tax: Determine the Backup Special Tax, if any, that will apply to property within each Planning Area.

TASK 3 – FINANCIAL ANALYSIS

This task involves calculating the Special Tax Requirement for each fiscal year and allocating it to property in CFD No. 98-1, and includes the following subtasks:

3.1 Determine Special Tax Requirement: Assist Client with the preparation of an administrative expense budget. Confirm interest and principal payments. Determine any other charges or credits to tax levy.

3.2 FY 2015/2016 Special Tax Rates: Based on tax classifications and special tax requirement, compute the fiscal year 2015/2016 special tax rates for all classifications of taxable property.

TASK 4 – REPORT PREPARATION

This task includes the preparation of an Annual Special Tax Report containing the findings of the financial analysis and an explanation of the methodology employed to apportion the special taxes for CFD No. 98-1. Included in the report is a list of special taxes by Assessor's Parcel, which can be used as the exhibit to the resolution authorizing the levy and collection of special taxes for fiscal year 2015/2016.

TASK 5 – SUBMITTAL OF SPECIAL TAXES TO COUNTY OF ORANGE

This task involves submitting the special tax levy on or before August 10, of each year, or such other date specified by the County of Orange to the Auditor-Controller for inclusion on the fiscal year 2015/2016 consolidated property tax bills. The special tax levy will be submitted on magnetic tape or other media as specified by the County.

TASK 6 – DELINQUENT PROPERTY OWNER RESEARCH

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6.1 Static Delinquency Report: Review the tri-annual Paid/Unpaid Status Reports provided to the CFD by the Orange County Auditor-Controller to determine which parcels are delinquent and the corresponding amount of delinquent special taxes. Prepare report summarizing the amount of delinquent special taxes.

6.2 Dynamic Delinquency Report: As necessary, conduct a review of on-line records to provide an up-to-the-minute status report for any given number of delinquent parcels.

6.3 Collection of Delinquent Special Taxes: Assist Client with the development of procedures to cure delinquent special taxes. Assist with the preparation of demand letters and support documents necessary for foreclosure actions.

TASK 7 – ROLL CHANGES AND ADJUSTED PROPERTY TAX BILLS

This task involves monitoring any changes to the secured tax roll, which necessitate new or adjusted property tax bills. This task includes the calculation of new or adjusted bills and the preparation of requests to the County to prepare such bills.

TASK 8 – RESPONSES TO PROPERTY OWNER QUESTIONS

This task involves the provision of information to individuals and other interested parties regarding the amount and calculation of the special tax.

TASK 9 – MONTHLY REVIEW OF ALL FUNDS AND ACCOUNTS

This task involves continuous monitoring of fiscal financial statements for all funds and accounts for CFD No. 98-1 to assure the fiscal agent is adhering to the "Bond Indenture". Prepare monthly report of financial activity for all funds showing account balances, interest earnings and other revenues, and expenditures.

TASK 10 – MEETINGS

Consultant will attend one Board meeting to discuss the fiscal year 2015/2016 special tax levy or other matters relating to the administration of CFD No. 98-1.

TASK 11 – CFD DISCLOSURE

This task involves assisting Client meet the annual disclosure requirements of SB 1464, the 1992 Mello-Roos Amendment Bill, and includes the following subtasks:

11.1 Submit required data to the California Debt and Investment Advisory Commission each October in compliance with Section 53359.5 of the Government Code as stated in SB 1464.

11.2 Provide special tax disclosure documents to Client for resale properties pursuant to Section 1102.6b of the Civil Code and Section 53340.2 of the Government Code as stated in SB 1464.

11.3 Assist Client in the preparation of material required by any continuing disclosure agreement.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT upon Board approval and will diligently perform through project completion.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not-to-exceed thirteen thousand dollars **($13,000).** DISTRICT shall pay CONTRACTOR according to the following terms and conditions: The work shall be billed based on actual hours worked, with up to the FINAL 20 percent being paid upon completion/submission of the final product per the following rate schedule:

RATE SCHEDULE

Managing Director	**$215/Hour**
Vice President	**$210/Hour**
Manager	**$190/Hour**
Senior Associate	**$170/Hour**
Associate	**$155/Hour**
Senior Analyst	**$145/Hour**
Analyst	**$135/Hour**
Research Assistant	**$110/Hour**
Tasks 1 – 11	**$12,000.00**
Expenses	**1,000.00**
TOTAL NOT TO EXCEED	**$13,000.00**

4. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: CONTRACTOR shall be reimbursed separately for reasonable and necessary costs for travel, photocopying, database services or materials, facsimile and telephone calls, clerical services, and other out-of-pocket expenses. These expenses are a not-to-exceed amount of $1,000.

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as noted in number 4 above. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. CONTRACTOR agrees that in providing services pursuant to this AGREEMENT, CONTRACTOR shall obey and comply with all copyright, trademark and patent laws, rules and regulations, including proper identification of all copyrighted materials used.

8. ~~Copyright/Trademark/Patent. CONTRACTOR further understands and agrees that in the event materials are produced pursuant to this AGREEMENT for the benefit of the DISTRICT for which a copyright, trademark and patent may be secured, the DISTRICT shall have the right to such copyright, trademark or patent. CONTRACTOR further understands and agrees that all materials produced for the benefit of the DISTRICT pursuant to this AGREEMENT shall become the DISTRICT'S property, and reuse is subject to the DISTRICT'S express written permission.~~

Proprietary Language. Notwithstanding the above, all computer financial models including without limitation compilations of formulas and spreadsheet models used or developed by the Consultant in performing its work are proprietary and shall remain property owned solely by the Consultant.

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. ***If this Contract price is a Not To Exceed fixed price, termination of contract will occur through proration of fees.*** Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the five (5) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other

rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. ~~Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents 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) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, 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 services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.~~

~~(b) Any injury to or death of any persons, including the DISTRICT or its officers, employees and agents, or damage to or loss 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 services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.~~

~~(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.~~

~~(d) Any acts or omissions by CONTRACTOR or any person or corporation employed by CONTRACTOR relating to services to be rendered under this Agreement.~~

Indemnification Language. Notwithstanding the above, for purposes of Professional Liability, Consultant shall only indemnify, protect, defend and hold harmless District and any and all of its officials and employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

11. Insurance. CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars ($1,000,000) per occurrence combined single limit

for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." CONTRACTOR agrees to carry malpractice and/or professional liability in an amount satisfactory to DISTRICT. Prior to the execution of this Agreement, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees that not less than 30 days prior to the expiration of any coverage, CONTRACTOR will provide evidence of renewal to DISTRICT. CONTRACTOR agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policies. CONTRACTOR shall provide proof of current Worker's Compensation insurance for CONTRACTOR'S employees.

12. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR without the prior written consent of District.

13. Compliance With Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. Employment With Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Affirmative Action Employment. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of sexual orientation, race, color, religious

creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this AGREEMENT, the addresses of the parties are as follows:

LAGUNA BEACH UNIFIED	**CONTRACTOR**
SCHOOL DISTRICT	**David Taussig & Associates, Inc.**
550 Blumont	**5000 Birch Street, Suite 6000**
Laguna Beach, CA 92651	**Newport Beach, CA 92660**

20. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 21st DAY OF April, 2015.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT	**CONTRACTOR**
By: _____	By: _____
Signature	Signature
Dean West	_____
Typed Name	Typed Name
Assistant Superintendent Business Services	_____
Title	Title
	_____
	Social Security or
	Taxpayer Identification Number

**CFD Administration Services 15/16 – Board Approved 4/21/15

Laguna Beach Unified School District

13.u. CONSENT/ACTION **April 21, 2015**

Approval: Renew Site License and Service Agreement With SchoolsFirst Federal Credit Union for the Automated Teller Machine Located at the Front of the District Office.

Proposal

It is proposed that the Board of Education approve a renewal Site License and Service Agreement with SchoolsFirst Federal Credit Union for the automated teller machine (ATM) located at the front of the District office.

Background

On March 23, 1999, the Board approved a Site License and Service Agreement with SchoolsFirst Federal Credit Union (formerly known as Orange County Teachers Federal Credit Union) to install and maintain an automated teller machine (ATM) located at the front of the District Office. The initial agreement expired and a new license was authorized on August 24, 2004. This license was renewed with Addendum No. 1 in 2010 and Addendum
No. 2 in 2012 and will expire on July 31, 2015. This renewal is Addendum No. 3 and shall expire on July 31, 2018.

Budget Impact

The maintenance and repairs will be at the sole expense of SchoolsFirst Federal Credit Union.

Agreement Components

License: Subject to the terms and conditions set forth in this Agreement, LICENSOR grants SchoolsFirst Federal Credit Union the exclusive license to continue to provide at no cost one (1) ATM in the approved location. SchoolsFirst Federal Credit Union agrees to continue to operate the ATM in the approved location. Notwithstanding anything to the contrary in this Agreement, in no event shall SchoolsFirst Federal Credit Union have the right or obligation to operate an ATM in any location prior to the time such location is first open for business to the public.

Term: This Agreement shall be in full force and effect for a period of three (3) years expiring on July 31, 2018. Renewal of this Agreement shall be upon mutual written consent of the Parties hereto. In the event that the Agreement is not renewed, LICENSOR shall surrender possession of the existing ATM and all related equipment in good order and condition, reasonable wear and tear by use and damage by elements as expected. SchoolsFirst Federal Credit Union, at its sole cost and expense, shall remove the ATM and return LICENSOR'S facilities to the condition to be mutually agreed upon between the Parties.

Recommendation

It is proposed that the Board of Education approve a renewal Site License and Service Agreement with SchoolsFirst Federal Credit Union for the automated teller machine (ATM) located at the front of the District Office.

Prepared by:

Teri Holloway
Administrative Assistant
Business Services

Submitted by:

Dean West
Assistant Superintendent
Business Services

Sherine Smith
Superintendent of Schools

Addendum No. 3 to
Automated Teller Machine Service Agreement
Between
Laguna Beach Unified School District and
SchoolsFirst Federal Credit Union

By their respective signatures below, Laguna Beach Unified School District (herein called "Customer") and SchoolsFirst Federal Credit Union (herein called "SchoolsFirst") agree to modify the following terms of the Automated Teller Machine Service Agreement dated August 1, 2004, and/or incorporate the following terms into the Automated Teller Machine Service Agreement (herein called "Agreement"):

1. Section 2.0 – Term is hereby amended as follows:

   Subject to the termination set forth in the Agreement, the parties hereby renew the Agreement for a period of three (3) years (herein called a "Renewal Term"). The effective date of this renewal shall be August 1, 2015, and this renewal term shall expire July 31, 2018. Subsequent renewals shall be upon the written consent of both parties.

2. Section 19.0 –is hereby amended as follows:

   SchoolsFirst Mailing Address:
   SchoolsFirst FCU
   15222 Del Amo
   Tustin, CA 92780
   ATTN: Martha Monzon

Except as expressly stated above, the terms of the Agreement remain in full force and effect. This Addendum together with the Agreement and any applicable Addenda shall be the complete and exclusive statement of the arrangement between the parties as to the subject matter of the Agreement, and shall be binding upon each of the parties hereto, their respective successors and to the extent permitted their assigns. Neither this Addendum nor the Agreement can be amended or otherwise modified, except as agreed to in writing by each of the parties hereto.

Laguna Beach Unified School District	**SchoolsFirst Federal Credit Union**
Signature	Signature
Dean West	Nubia Carrillo
Print Name	Print Name
Assistant Superintenent Business Services	VP Payment Services
Title	Title
Date	Date

Laguna Beach Unified School District

13.v. CONSENT/ACTION **April 21, 2015**

Approval: **Authorize piggyback award of Newport-Mesa Unified School District Bid #114-15 Office and School Supplies and Equipment to Office Depot**

Proposal

It is proposed that the Board of Education authorize to piggyback on the Newport-Mesa Unified School District Bid #114-15 for office and school and equipment to Office Depot.

Background

On March 24, 2015, the Newport-Mesa Unified School district award Bid #114.15 for office and school supplies and equipment to Office Depot for up to three year, annually renewable. The award allows for other school district piggyback on this bid.

The pricing on the Bid #114-15 is more favorable for many items at Office Depot. There is no requirement to purchase any minimum or maximum quantities and no requirement that would restrict us from purchasing from another supplier. Provisions include online ordering and next delivery among others.

Pursuant to Public Contract Code 20652 and 20118, other districts and public agencies in the State of California may purchase identical items under the price, terms and conditions of the Bid for up to three years from the award date (through March 24, 2018), published by the Newport-Mesa Unified School District, from the awarded vendor.

Budget Impact

Office and school supplies are purchased within each school site and department budget in the General Fund.

Recommendation

It is recommended that the Board of Education authorize the piggyback on the Newport-Mesa Unified School District Bid #114-15 for office and school supplies and equipment to Office Depot.

Prepared by:

Teri Holloway
Administrative Assistant
Business Services

Submitted by:

Dean West
Assistant Superintendent
Business Services

Sherine Smith, Ed.D.
Superintendent of Schools

AFFIDAVIT OF PUBLICATION

STATE OF CALIFORNIA,)
) ss
County of Orange)

I am a citizen of the United States and a resident of the County aforesaid, I am over the age of eighteen years, and not a party to or interested in the above entitled matter I am the principal clerk of The Orange County Register, a newspaper of general circulation, published in the city of Santa Ana, County of Orange, and which newspaper has been adjudged to be a newspaper of general circulation by the Superior Court of the County of Orange, State of California, under the date of November 19, 1905, Case No A-21046, that the notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit

February 4, 11, 2015

I certify (or declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct"

Executed at Santa Ana, Orange County, California, on

Date February 11, 2015.

Signature

The Orange County Register
625 N. Grand Ave.
Santa Ana, CA 92701
(714) 796-2209

PROOF OF PUBLICATION

NOTICE CALLING FOR COMPETITIVE BIDS

Bid Deadline: March 6, 2015 at 10:00 AM

Place of Bid Receipt: Purchasing Dept., Bldg A, 2985 Bear Ct., Costa Mesa, CA 92626

Project: Bid #114-15 Office & School Supplies and Equipment

NOTICE IS HEREBY GIVEN that the Board of Education of the Newport-Mesa Unified School District of Orange County, California, acting by and through its Governing Board hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above stated bid deadline, sealed bids at the place identified above for the award of a contract for the above Project.

Bids may not be withdrawn for a period of FORTY-FIVE (45) days after the date set for the opening thereof

The Governing Board of the Newport-Mesa Unified School District reserves the right to reject any or all bids, and to waive any informality or irregularity in any bid received

NEWPORT-MESA UNIFIED SCHOOL DISTRICT
of Orange County

Jeffery Thedor
Administrative Director, Food Services

For publication in
Newport Beach/Costa Mesa
O.C. Register

February 4, 2015
February 11, 2015

Published Orange County Register: February 4, 11, 2015 R-139 0001481#

Regular Meeting of the Board of Education
Newport-Mesa USD
March 24, 2015 6:00PM
Regular Board Meeting

1. Roll Call - 5:00 p.m.

1.a. Board of Education/Superintendent

2. Community Input on Closed Session Agenda Items

2.a. Comment Cards are Requested to be Completed Prior to Addressing the Board

Quick Summary / Abstract:

This is an opportunity for the public to address the Board regarding items on the Closed Session agenda. Depending upon the nature of the comments, the Board President or Superintendent may respond or the President may call upon Board members for brief comments, questions of clarification, provide a reference to staff or other resources for factual information, or request the Superintendent to report back to the Board at a subsequent meeting concerning the matter. However, in compliance with Board Policy and the Ralph M. Brown Act, the Board is not permitted to take action on non-agenda items. All comments are recorded in full on the meeting video record that is posted as a courtesy through the City of Costa Mesa on our website at www.nmusd.us and DVD copies of the complete meeting are available to check out from the Superintendent's office for three business days or for purchase for $1.00. When addressing the Board, it is helpful if you state your name and address for the record.

3. Closed Session - 5:00 p.m.

3.a. Student Discipline (Pursuant to Education Code Sections 35146, 48918[c])

3.b. Conference with Labor Negotiator NMUSD Representative - Spencer Covert Employee Organization - CSEA & NMFT, Pursuant to Government Code Section 54957.6

Comments:

all fund lines were $334,030.98 and are not expected to materially change in year five of the contract. No rate increase.

17.a.3. Award of Office and School Supplies and Equipment Bid #114-15

Requested Motion:

It is recommended that the Board of Education approve the award of Office and School Supplies and Equipment Bid # 114-15 to Office Depot for up to three (3) years, renewable annually.

Attachments:

Pricing Analysis Comparison Bid# 114-15 dc

Comments:

Background: On February 4 and 11, 2015, the District advertised Bid# 114-15 for Office and School Supplies and Equipment for use District-wide. Current Consideration: The District had 22 applicants, received four (4) bids and conducted the bid opening on March 5, 2015. After extensive analysis, including price comparisons, system compatibility to issue electronic invoicing and ease of web-based ordering processes, staff determined Office Depot to be the lowest, qualified, responsible bidder. Bid opening spreadsheets include a six page price listing with catalog discounts. Approved by: Reed/Trader/Miller Board Agenda March 24, 2015

Financial Impact:

Budget Area(s): Varies by site usage.

17.a.4. Authorization to Approve the Agreement for the GFI Software Maintenance and Support

Requested Motion:

It is recommended that the Board of Education authorize the Deputy Superintendent to approve the GFI MailArchiver software annual Maintenance and Support Agreement between GFI Software and Newport-Mesa Unified School District for the period of May 14, 2015 through May 13, 2016 for the amount of $8,000.

Comments:

Background: The GFI MailArchiver is a software application which archives the incoming and outgoing mail messages for legal compliance. Current Considerations: The renewal agreement provides maintenance and support of the Districtâ€™s existing 4,000 licenses for the GFI MailArchiver application. Approved By: Reed/Marsh/Engard Board Agenda March 24, 2015

Financial Impact:

Budget Area: Information Technology. This item has been budgeted in the amount of $8,000. This is a decrease of $6,340 from the previous fiscal year since no additional licenses are currently required. The $8,000 cost represents the support and maintenance only.

17.a.5. Approve Amendment for Canon Solutions America to Provide a Managed Print Services Solution

NEWPORT-MESA Unified School District

2985 Bear Street • Costa Mesa • California 92626 • (714) 424-5000

BOARD OF TRUSTEES

Dana Black • Dave Brooks • Walt Davenport

Martha Fluor • Katrina Foley • Judy Franco • Karen Yelsey

March 25, 2015

Office Depot
Business Services Division
3366 East Willow Street
Signal Hill, CA 90806

Dear Mr. Brown:

You have been selected as the apparent lowest responsible bidder for School and Office Supplies and Equipment, Bid #114-15. The Newport-Mesa Unified School District Governing Board awarded the contract to Office Depot on March 24, 2015.

We look forward to working with you and feel this will be a successful relationship. If you have any questions, please call Kathy Miller, Buyer, at (714) 424-7583.

Sincerely,

Jeffery Trader
Administrative Director, Fiscal Services

NEWPORT-MESA Unified School District

2985 Bear Street, Bldg. A • Costa Mesa • California 92626 • (714) 424-5000

BOARD OF EDUCATION

Dana Black • Walt Davenport • Martha Fluor

Judy Franco • Charlene Metoyer • Vicki Snell • Karen Yelsey

Frederick Navarro, Ed.D., Superintendent

EXCERPT FROM THE MINUTES OF THE REGULAR MEETING

OF THE BOARD OF EDUCATION OF THE

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

March 24, 2015

17. CONSENT CALENDAR

Consent Calendar

It was recommended that the Board of Education Approved the Consent Calendars for Business Services, Elementary Education, Human Resources, Secondary Education, Superintendent, and Student Support Services.

Motion made by: Dana Black

Seconded by: Charlene Metoyer

Votes: Passed unanimously with a 7/0 vote.

Dana Black - Yes

Walt Davenport – Yes

Martha Fluor – Yes

Judy Franco – Yes

Charlene Metoyer – Yes

Vicki Snell – Yes

Karen Yelsey – Yes

17.a. Business Services

17.a.1. Approved Renewal of Contract #104-11 Concrete Repair/Replacement District-wide with S. Parker Engineering, Year 2015-2016

17.a.2. Approved Renewal of Contract #102-11 Paving / Asphalt-Time and Materials District-wide with Universal Asphalt, Year 2015-16

17.a.3. Award of Office and School Supplies and Equipment Bid #114-15

17.a.4. Authorized to Approved the Agreement for the GFI Software Maintenance and Support

17.a.5. Approved Amendment for Canon Solutions America to Provide a Managed Print Services Solution

17.a.6. Approved Amendment for Hewlett Packard to Provide a Managed Print Services Solution

17.a.7. Authorized to Approved the Agreement for the Intranet Network Services Maintenance and Support

17.a.8. Authorized to Approved Agreement for Discovery Education Content Management Solutions

17.a.9. Authorized to Approved Agreement with Saunders + Wiant Architects for the Remodel of the Nurse's Office at Corona del Mar High School

17.a.10. Authorized to Approved an Agreement for Studio + Architects to perform Additional Architectural Design Services for the New Fencing and Security Upgrades of Impacted Areas at Adams Elementary School

17.a.11. Authorized to Approved Agreement with SVA Architects for the Waldorf School Fire Alarm Project

17.a.12. Authorized to Approved Amendment No. 1 to the Agreement with Dougherty + Dougherty Architects for Architectural and Engineering Design Services for Mesa Verde Site Modernization

17.a.13. Approved Purchasing Report 03-24-15

17.a.14. Approved Accounting Report 03-24-15

17.a.15. Authorized to Approved Software Register 3-24-15

17.a.16. Approved the Measure F Accounting Register 03-24-15

17.a.17. Approved Gift Register 03-24-15

17.b. Elementary Education

17.b.1. Approved Arrowhead Ranch Outdoor Science School Contract for Lincoln Elementary School for the 2015-16 School Year

17.b.2. Approved Elementary Travel Register 03-24-2015

17.c. Secondary Education

17.c.1. Approved the California High School Exit Exam (CAHSEE) Waiver for Eligible Students with Disabilities

17.c.2. Approved Independent Contracts' Register 3-24-15

17.c.3. Approved Secondary School Related Travel Register 3-24-15

17.d. Human Resources

17.d.1. Authorized to Approved Contract Extension of the SubFinder Software License Agreement - CRS Advanced Technology

17.d.2. Approved Agreement for Consultant Services with Geraldine Jaffe, Attorney

17.d.3. Approved Addendum to BTSA/Induction Memorandum of Understanding

17.d.4. Approved Classified Employees' Appointment/Reassignment Register 03-24-2015

17.d.5. Approved Classified Employees' Leave of Absence Register 03-24-15

17.d.6. Approved Classified Employees' Resignation/Termination Register 03-24-15

17.d.7. Approved Certificated Employees' Appointment/Reassignment Register 03-24-15

17.d.8. Approved Certificated Employees' Leave of Absence Register 03-24-15

17.d.9. Approved Certificated Employees' Resignation/Termination Register 03-24-15

17.e. Student Support Services

17.e.1. Approved Student Discipline - Expulsion of Student

17.e.2. Approved Settlement Agreement 89916160

17.e.3. Approved the Plan for Providing Educational Services to All Expelled Students - Orange County Department of Education and the Newport-Mesa Unified School District

17.f. Superintendent

17.f.1. Approved Agreement for Rental of Orange County Fair and Event Center for College and Career Night 2015

17.f.2. Approved Agreement With Blackboard for District Communication Systems: Connect, ParentLink, Mobile App and Sociability

17.f.3. Approved Memorandum of Understanding with California Partnership for Achieving Student Success (Cal-PASS Plus)

18. Discussion/Action Calendar

18.a. Adopted Resolution No. 17-03-15 In Support of Autism Awareness Month, April 2015

I hereby certify that the above is an excerpt from the minutes of the above date.

Frederick Navarro, Ed.D., Superintendent

Newport-Mesa Unified School District
2985-B Bear Street
Costa Mesa, CA 92626

BID # 114-15

OFFICE & SCHOOL SUPPLIES AND EQUIPMENT DISTRICT WIDE

Advertisement: February 4, 2015 & February 11, 2015

DEADLINE FOR SUBMISSION: MARCH 5, 2015 10:00 AM

TABLE OF CONTENTS

Bid # 114-15 Office & School Supplies and Equipment

Notice Calling for Bids
Information for Bidders
* Bid Form (Signature Required 1 page)
* Bid Form Price Sheets
Operational Requirements
General Conditions
* References
* Noncollusion Affidavit (Notarized)
+ Workers' Compensation Certificate
+ Drug-Free Workplace Certification
Notice Regarding Criminal Records Check (Education Code Section 45125.1)
+ Criminal Records Check Certification
+ Tobacco Use Policy
+ Taxpayer Identification
+ Proof of Liability Insurance
+ W-9

*IF THESE ITEMS ARE NOT RETURNED AT THE TIME OF THE BID OPENING, THE BIDDER WILL BE DECLARED NONRESPONSIVE.

+ITEMS WHICH SUCCESSFUL BIDDER MUST SUBMIT AFTER THE AWARD.

NOTICE CALLING FOR COMPETITIVE BIDS

Bid Deadline: **March 5, 2015 at 10:00 AM**

Place of Bid Receipt: **Purchasing Dept., Bldg A, 2985 Bear St., Costa Mesa, CA 92626**

Project: **Bid #114-15 Office & School Supplies and Equipment**

NOTICE IS HEREBY GIVEN that the Board of Education of the Newport-Mesa Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above stated bid deadline, sealed bids at the place identified above for the award of a contract for the above Project.

Bids may not be withdrawn for a period of FORTY-FIVE (45) days after the date set for the opening thereof.

The Governing Board of the Newport-Mesa Unified School District reserves the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

NEWPORT-MESA UNIFIED SCHOOL DISTRICT
of Orange County

Jeffery Trader
Administrative Director, Fiscal Services

For publication in
Newport Beach/Costa Mesa
O. C. Register

February 4, 2015
&
February 11, 2015

INFORMATION FOR BIDDERS

1. BID DEADLINE: Bids are to be returned on or prior to 10:00 a.m. March 5, 2015.

2. BID ITEMS: The items listed on the Bid Form are intended for use in the Newport-Mesa Unified School District for the school sites, administrative offices and central warehouse.

3. SEALED BID: The bid is to be submitted in a sealed envelope, plainly marked on the outside with the specific BID NUMBER and BID DUE DATE. Bids shall be submitted in ink or typed where possible. When a bid form or vendor's price sheet(s) are included in the bid package, the bid must be submitted on these forms. Signature must be in ink on Bid Form. FAXed bids are not acceptable. Bids must be received by the designated opening time. Late bids cannot be accepted and will be rejected unopened. The bid form shall be signed in longhand by the principal or person of the bidding firm, corporation, or partnership who is duly authorized to legally bind the bidder to a contract. If the vendor is an incorporated body, the bid form shall be signed by a company officer or an authorized agent.

4. NO BID: Whether a bid is made on all or part of the items contained in this bid, a complete Bid Form with all pages included must be returned to this office with the items not bid so noted with the words "NO BID."

5. BRAND NAMES: Whenever brand names are used, they are used to indicate District quality standards. Product descriptions located in the price sheets attached to these instructions, and made a part of the bid form; establish a quality standard by the District. Vendor may submit prices for any "or equal" product. The Newport-Mesa Unified School District reserves the sole right to determine whether the product(s) is of equal quality, design and/or workmanship to the product listed on the Bid Form. The District is not intending to be restrictive to any particular brand. If quoting on other than the make, model, or brand specified, the manufacturer's name, model/catalog number must be listed on the Bid Form. If no manufacturer's model or make is indicated, it shall be understood that the vendor is quoting on the exact brand specified in the bid. Current product information with technical specifications must be furnished upon request.

6. AWARD CRITERIA: AWARD CRITERIA: The District reserves the right to determine which bids are in the best interest of the District. The successful and qualified bidder can be determined by a line item by line item comparison among all items on the price sheet, along with the elements of delivery time, ordering system, order processing, billing, website design, and overall experience. To qualify as a bidder, vendor must bid on all of the items on the price sheet of the bid form. In the event of equal bids, the District shall consider the responsibility factor, as described in Section 1103 of Public Contract Code, of each bidder. The District intends to award to one vendor and the decision of the District shall be at its absolute and sole discretion.

The DISTRICT does NOT guarantee that all items shown on this bid will be purchased. The right is reserved to purchase additional quantities at the bid prices during the period this bid is in force. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of the DISTRICT.

7. AGENCY: Bidder who submits a bid as a manufacturer's representative must submit a letter from the manufacturer certifying that the bidder is a bona fide dealer for the specific product presented, that the bidder is authorized to submit a bid, and should the bidder fail to satisfactorily fulfill any obligations established as a result of the award of a contract the manufacturer will assume such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract.

8. PRODUCT SUBSTITUTIONS: In the event that an item within the bid is discontinued / no longer available, it may be replaced by an item that performs the same task. The District will not allow product substitutions without prior written approval. The substitute item shall be evaluated by the District's Purchasing Department to determine if the substitute item is deemed equivalent to or better than the specified item. The price of any authorized substitute item must be equal to or less than the contracted price of the item being replaced. Authorization of a substitute product shall be at the sole discretion and with prior written approval of the District.

   In the event the District does not accept a product substitution of the original specifications, the Bidder's submission shall be considered NO BID for that line item.

9. BID METHODOLOGY: Bid to be priced item by item as listed in the Bid Form and the pricing spreadsheet. Items grouped and priced as one will not be considered. Awards will be made by a Contract. All or nothing counter proposals will not be accepted.

10. EQUAL/PRODUCT STANDARDS: With respect to any materials, equipment, or supplies listed in the bid, unless the bidder clearly indicates in its bid that it is proposing to use an "equal" product, its bid shall be considered as offering the material, equipment or supplies referred to by the brand name or trade name specified.

11. REJECT BIDS: The Governing Board of the Newport-Mesa Unified School District reserves the right to reject any or all bids and waive any informality or irregularity in any bid received, per PCC20111(3). Failure to comply with any of the instructions stated or to provide all required information in the bid may result in rejection of a bid as non-responsive.

12. ERASURES, INCONSISTENT OR ILLEGIBLE BIDS: The bid submitted must not contain any erasures, interlineations, or other corrections unless it creates no

inconsistency and is suitably authenticated by the signature(s) of the person(s) signing the bid. In the event of inconsistency between words and figures in the bid, words shall control figures. In the event the District determines that any bid is unintelligible, illegible or ambiguous, the District may reject such bid as not being responsive.

13. MODIFICATIONS: Changes in or additions to any of the bid documents, alternative proposals, or any other modifications which are not specifically called for by the District may result in the District's rejection of the bid as not being responsive. No oral or telephonic modification of any bid will be considered.

14. INTERPRETATION OF BID DOCUMENTS: If any bidder is in doubt as to the true meaning of any part of the documents, or finds discrepancies in, or omissions in the documents, a written request for an interpretation or correction thereof may be submitted to the DISTRICT. The vendor submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the bid documents will be made only by addendum duly issued by the DISTRICT. No person is authorized to make any oral interpretation of any provision in the bid documents, nor shall any oral interpretation be binding on the District. The interpretation of the DISTRICT shall prevail.

    SUBMITTAL OF A BID WITHOUT CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE SUFFICIENT FOR BIDDING; THAT THE BIDDER IS CAPABLE OF READING, FOLLOWING AND DELIVERING THE ITEM(S) IN ACCORDANCE WITH THE BID DOCUMENTS AND THAT THE BID DOCUMENTS FALL WITHIN AN ACCEPTABLE STANDARD; AND THAT THE BIDDER AGREES THAT THE BID CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES.

15. REFERENCES: Each bidder shall, upon demand by the District, furnish names and addresses of at least three (3) references located in either Los Angeles or Orange County. The references so identified shall have purchased substantial quantities of Office and School Supplies/Equipment within a three-year period prior to the date of this bid.

16. BID WITHDRAWAL: No bidder may withdraw any bid for a period of forty-five (45) days after the date set for the opening of bids.

17. DELIVERY INSTRUCTIONS: Timely delivery is essential. Delivery time shall be a factor in determining the award, as well as quality and price. Delivery shall be F.O.B. Destination, Newport-Mesa Unified School District, freight included, inside delivery, to the delivery location designated by the ordering school and/or administrative department for all transactions. No additional cost of shipping, handling, fuel surcharge, unloading or inside delivery charges will be allowed or accepted at any time during the contract period. Terms of Sale: Net 30 days. Vendor shall be required to deliver in stock equipment/supplies to various District

locations (up to approximately 40 sites) within one (1) business day upon receipt of order.

18. INSPECTIONS: All Office and School Supplies/Equipment delivered to the District shall be subject to inspection and rejection by the District. The District may return at the vendor's expense any Office and School Supplies/Equipment which fail to meet the conditions of the bid or fail to perform properly. Such supplies and/or equipment shall be considered as rejected and shall be promptly replaced by the vendor. No payment shall be required until replacement is complete. Any and all merchandise damaged in shipment may be refused by the District and may be returned at the vendor's expense. Vendor shall trace any and all merchandise lost in shipment.

19. SAFETY CODES: All items must meet all applicable local, state, and federal safety codes and must conform to the requirements of the California Occupational Safety and Health Act of 1973.

20. INCLUSIVE PRICING: Proposed pricing shall be inclusive of all and any cost charged to the District, including cost of manufacture, packing, preservation, marking, handling, loading/unloading, removal of debris, unused equipment and supplies, transportation, installation, training and maintenance, among others, through the contract period.

21. NEW ONLY: Bids shall be on new supplies and equipment only. Bidder shall provide all operation and/or service manuals normally supplied with each item included in this bid at no additional cost to the District.

22. UL APPROVAL: All items must be UL approved, as applicable.

23. CONTACTS: Should bidder have any bid document questions, please contact Kathy Gutierrez Miller (714) 424-7583 or Jonathan Koyama (714) 424-5079.

24. TAXES: The District is subject to California sales and use tax, but DO NOT include sales tax/use tax in your bid.

25. DILIGENCE: All goods and services provided under the bid are to be performed in good workmanlike manner.

26. WARRANTIES: Bidder shall honor all warranties provided by the manufacturers represented in the bid, against poor and inferior quality, for a period of not less than one (1) year from the date of final acceptance by the District.

27. PRODUCT STANDARDS: Bidders may propose any materials, equipment or supplies equal to those specified herein, but each deviation from the products listed herein must be set forth in detail and the Governing Board shall be the sole judge as to whether such deviations are, in fact, equal to those set forth.

28. EXPERIENCE: No bid shall be accepted unless the bidder has been in the business of manufacturing and/or supplying Office and School Supplies/Equipment for a continuing period of at least five (5) years prior to the bid.

29. LITERATURE: Descriptive literature and/or picture brochure MUST be provided by the bidder if requested by the District if the Bidder is offering an "OR EQUAL" or alternate.

30. SAMPLES: Samples of equipment, materials, or supplies and peripherals may be required for evaluation. Samples will be delivered to the District and returned to the bidder at the bidder's expense. Bidders are hereby notified to have samples ready for prompt evaluation if requested within five (5) calendar days of bid opening. Samples which cannot be provided in that time may not be considered for award.

31. COOPERATIVE PURCHASE: Pursuant to Public Contract Code 20652 and 20118, other districts and public agencies in the State of California may purchase identical items under the price, terms and conditions of this Bid for up to three (3) years, published by the Newport Mesa Unified School District, from the awarded vendor.

32. CONTRACT PERIOD: The District intends to use the successful bidder as a prime supplier for a one (1) year period from the date of the award, renewable annually, by mutual consent, for an additional two (2) years. The renewal option may be exercised by the district, providing written notice is given and accepted by the vendor.

33. CONTRACT COMPLIANCE: The Governing Board of the Newport-Mesa Unified School District reserves the right to examine previous or current contract compliance of bidders, including ability to maintain bid pricing, billing and proof-of-delivery documentation, inventory fill rate and excessive product substitutions during the duration of their contracts, which may influence the award decision.

34. UNIT OF MEASURE: On the contract price list of the Bid Form, bidders must indicate any unit of measure change, if applicable.

35. TERMINATION: District and bidder may, at any time, with or without cause or reason, terminate this contract. Upon such termination, District shall compensate Bidder for goods or services or products satisfactorily rendered to the date of termination. Written notice by either District or bidder shall be sufficient to stop further performance of services or delivery of products. Notice shall be deemed given when received by the District or Bidder or no later than thirty (30) calendar days of mailing, whichever is sooner.

36. INSURANCE: Bidder agrees to carry comprehensive general and automobile liability insurance with limits of One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Bidder and District against liability or claims of liability which may arise out of the contract. In addition, Bidder, agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this Policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than Ten (10) days from award of bid, Bidder shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Bidder agrees to name District and its governing board, officers, agents and employees as additional insureds under said policy. Bidder agrees to maintain current insurance certificates and endorsements on file with the District for the term of the contract.

    All insurance shall be provided by a surety admitted to transact business in the State of California. Liability, Automobile and Worker's Compensation carriers shall possess a current Best's Key Rating of A minus or better.

    Statutory Worker's Compensation insurance shall be in accordance with sections 3700 and 3800 of Labor Code at the State of California.

    Refer to Item 24 in General Conditions.

37. BID PROTEST: Any Bidder submitting a Bid Proposal to the District may file a protest of the District's intent to award the Contract/Bid provided that each and all of the following are complied with:

    a. The bid protest is in writing on the Bidder's letterhead; emails or facsimiles are not acceptable.

    b. The bid protest is filed and received by the District's Administrative Director, Fiscal Services, not later than 4:00 p.m. three (3) business days following the sealed bid opening.

    c. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. Any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any bid protest not conforming with the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Administrative Director, Fiscal Services, or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. Either the District's Administrative Director, Fiscal Services, or other individual designated by him/her shall provide the Bidder submitting the bid protest with a written statement concurring with or denying the bid protest.

Based on this statement, the Deputy Superintendent and Chief Business Official, or his/her designee, will render a determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest. Based on this statement, the Superintendent or his/her designee will render a determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest.

Based on this statement, the District's Board of Education will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest. Action of the District's Board of Education relative to a bid protest shall be final and not subject to appeal or reconsideration.

All of the above requirements shall be express conditions precedent to the Newport-Mesa Unified School District of any legal or equitable proceedings relative to this bid. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorney's fees and costs incurred in connection with any such proceedings, including any appeal arising therefrom.

Nothing herein shall diminish the authority of Newport-Mesa Unified School District to enter into a contract, whether a protest action or intention to protest has been issued.

BID FORM / SUMMARY
Bid # 114-15

Newport-Mesa Unified School District seeks to retain a qualified firm to provide Office and School Supplies/Equipment to all school sites, administrative offices, and central warehouse within the District.

The District makes no guarantee and shall not be obligated to purchase any specific quantity of the products or services specified herein.

All bidders are required to fill out the spaces below and sign bid form.

PIGGYBACK/COOPERATIVE PURCHASE: Pursuant to Public Contract Code 20652 and 20118, other districts and public agencies in the State of California may purchase identical items under the price, terms and conditions of this bid for up to three (3) years for supplies and materials, published by Newport-Mesa Unified School District, from the awarded vendor.

The bid is piggybackable to all public entities throughout the State of California.

OPTION GRANTED X OPTION NOT GRANTED _____

Vendor acknowledges its ability to submit invoices and proofs-of-delivery via electronic transmission, i.e. CXML or EDI:

YES X NO _____

Vendor will setup and accept ACH payments with the District:

YES X NO _____

The District requests the option to purchase additional items from vendor's catalog not listed in bid. Please state percent discount to deduct from catalog list prices.

Catalog List Prices less percentage discount for all items in catalog that are not on contract list by the product line as listed below: ***

Please see Pricing Summary page that accompanies our response.

Copy Paper _____% Business Machines: _____% Toner: _____%

Printing _____% Office Supplies: _____% Furniture: _____%

School Classroom Supplies: _____%

Vendor acknowledges its ability to provide next day delivery on stock items after receipt of order.

YES X NO _____

Price Sheets are considered part of the Bid Package and must be submitted with the sealed bid.
**Electronic price sheets must be emailed to kgutierrez@nmusd.us after bid opening on March 6, 2012 @ 10am.

Signature: _____ Date: 03/05/15

Name: Tim Burgett Title: Vice President

Company Name: Office Depot, Inc. Phone: 561.438.4800

Address: 6600 North Military Trail

City, State Boca Raton, FL 33496

**Please note that the Office Depot response includes the Pricing Summary Page and Clarification Page that accompanies the response.

***Products within categories are determined by Office Depot in its sole discretion in accordance with its standard classifications. Pricing for non-core, non catalog items will not be priced using the stated methodology. Rather, pricing for these items will be presented to users at the time of purchase.

BID# 114-15
OFFICE AND SCHOOL SUPPLIES/EQUIPMENT
BID FORM CONTRACT PRICE LIST

LINE	DESCRIPTION	U/M	MFGR#	MFGR/BRAND	ALLOW SUB	EST ANNUAL USAGE	UNIT PRICE
1	BINDER, VIEW, 1" RING, PLASTIC OVERLAY, BLACK	EA	W36214PP	WILSON JONES	Y	832	1.10
2	BINDER, VIEW, 1" RING, PLASTIC OVERLAY, WHITE	EA	W36214WPP	WILSON JONES	Y	1275	1.10
3	BINDER, VIEW, 1-1/2" RING, PLASTIC OVERLAY, BLACK	EA	W36234BPP	WILSON JONES	Y	173	1.62
4	BINDER, VIEW, 1-1/2" RING, PLASTIC OVERLAY, WHITE	EA	W36234WPP	WILSON JONES	Y	793	1.62
5	BINDER, VIEW, 2" RING, PLASTIC OVERLAY, BLACK	EA	W36244BPP	WILSON JONES	Y	84	1.99
6	BINDER, VIEW, 2" RING, PLASTIC OVERLAY, WHITE	EA	W36244WPPP	WILSON JONES	Y	236	1.99
7	BINDER, VIEW, 3" RING, PLASTIC OVERLAY, BLACK	EA	W36249BPP	WILSON JONES	Y	16	2.68
8	BINDER, VIEW, 3" RING, PLASTIC OVERLAY, WHITE	EA	W36249WPP	WILSON JONES	Y	104	2.68
9	BOARD, POSTER, 22" X 28", 25/PK	PK		HOUSE OR GENERIC	N/A	124	6.73
10	BOOK, COMPOSITION, 6-7/8" x 8-1/2", 40 SHEETS WIDE RULED	EA		HOUSE OR GENERIC	N/A	6167	.68
11	BOOK, COMPOSITION, 9-3/4" X 7-1/2", 100 SHTS, WIDE RULED, MARBLED	EA		HOUSE OR GENERIC	N/A	4866	.74
12	BOOK, RECEIPT, MONEY/RENT, 3 PART	EA	TC1182	ADAMS	N	49	3.31
13	CALCULATOR, MINI POCKET	EA		HOUSE OR GENERIC	N/A	249	2.42
14	CARD, INDEX, 3" X 5", RULED, 100/CT	PK		HOUSE OR GENERIC	N/A	945	.75
15	CARD, INDEX, 3" X 5", UNRULED, 100/CT	PK		HOUSE OR GENERIC	N/A	263	.46
16	CARD, INDEX, 5" X 8" RULED, 100/CT	PK		HOUSE OR GENERIC	N/A	60	1.20
17	CARD, INDEX, 5" X 8", UNRULED, 100/CT	PK		HOUSE OR GENERIC	N/A	42	1.30
18	CLEANER, WHITE BOARD, 8 OZ	EA	SAN81803	EXPO	N	159	1.17
19	CLIPBOARD, LETTER SIZE, WOOD	EA	OIC83140	OIC	Y	2257	.15
20	CLIPS, BINDER, LARGE, 2" WIDE	DZ		HOUSE OR GENERIC	N/A	157	1.34
21	CLIPS, BINDER, MEDIUM 1-1/4" WIDE	DZ		HOUSE OR GENERIC	N/A	315	.55
22	CLIPS, BINDER, SMALL 3/4" WIDE	DZ		HOUSE OR GENERIC	N/A	312	.11
23	CORRECTION FLUID, WHITE	EA	74701	PAPERMATE	N	211	.62
24	CORRECTION TAPE, WHITE, 2/PK	PK	6624	PAPERMATE	N	154	4.80
25	CRAYONS, CRAYOLA, LARGE SIZE, LIFT LID BOX, 8 COLOR SET	BX	BIN520080	CRAYOLA	N	1211	.49
26	CRAYONS, CRAYOLA, STANDARD SET, 24 COLOR SET	BX	52-0024	CRAYOLA	N	574	1.30
27	CRAYONS, CRAYOLA, TUCK BOX, 16 COLORS SET	BX	BIN520016	CRAYOLA	N	188	.39
28	DISPENSER, TAPE, BLACK, 1/2" & 3/4", 1" CORE	EA	MMMC38BK	SCOTCH	Y	147	1.42
29	ENVELOPES, #10 WHITE, PLAIN, 500/CT	BX		HOUSE OR GENERIC	N/A	110	6.61
30	ENVELOPES, CLASP, BROWN KRAFT, 10" X 13", 100/CT	BX		HOUSE OR GENERIC	N/A	161	6.76
31	ERASER, PENCIL CAP, RED, 144/CT	PK	PAP73015	PAPERMATE	N	135	2.03
32	ERASER, PINK, MEDIUM, 24/BX	BX		HOUSE OR GENERIC	N/A	414	1.55

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LINE	DESCRIPTION	U/M	MFGR#	MFGR/BRAND	ALLOW SUB	EST ANNUAL USAGE	UNIT PRICE
33	ERASER, WHITE MAGIC RUB, 12/PK	PK	73201	PRISMACOLOR	N	97	4.27
34	ERASER, WHITE BOARD	EA	SAN81505	EXPO	N	761	1.45
35	FASTENER, BRASS, ROUND HEAD, 1", 100/PK	PK		HOUSE OR GENERIC	N/A	131	.70
36	FOLDER, FILE, LETTER, MANILA 1/3 CUT, 100/BX	BX	SMD153L	SMEAD	Y	287	4.50
37	FOLDER, HANGING, LETTER SIZE, 1/3 CUT, GREEN, 25/CT	BX	SMDC13H	SMEAD	Y	82	2.90
38	GLUE, STICK, 1.27OZ	EA	AVE00196	AVERY	Y	2447	.25
39	GLUE, STICK, .21OZ, 12/PK	PK	E510	ELMERS	Y	345	4.23
40	GLUE STICK, .24OZ, CLEAR, 30/PK	PK	E556	ELMERS	Y	67	6.90
41	GLUE STICK, .24OZ, PURPLE, 30/PK	PK	E555	ELMERS	Y	274	6.90
42	GLUE, WHITE, ELMERS, SCHOOL GLUE, 4OZ	EA	E304NR	ELMERS	N	2704	.50
43	GLUE, WHITE, ELMERS, 8 OZ	EA	E1324NR	ELMERS	N	926	.72
44	GLUE, WHITE, ELMERS, GALLON	EA	E340NR	ELMERS	N	59	7.99
45	HIGHLIGHTER, FLUORESCENT, ASSORTED COLORS, 6 CT	PK	25076	SHARPIE ACCENT	N	162	2.99
46	HIGHLIGHTER, FLUORESCENT, YELLOW, DOZEN	DZ	25025	SHARPIE ACCENT	N	320	5.99
47	LABELS, LASER, ADDRESS, WHITE, 1" X 2-5/8", 3000/CT	BX	AVE5160	AVERY	N	149	10.99
48	MARKERS, CRAYOLA, BROAD LINE, 8 COLOR SET	ST	BIN587708	CRAYOLA	N	1247	1.36
49	MARKERS, CRAYOLA, THIN LINE, 8 COLOR SET	ST	BIN587709	CRAYOLA	N	837	1.44
50	MARKER, DRY ERASE, CHISEL TIP, 4 COLOR SET	PK	SAN83074	EXPO	N	286	3.40
51	MARKER, DRY ERASE, CHISEL TIP, ASSORTED COLORS, LOW ODOR, 12/PK	DZ	81043	EXPO	N	356	8.57
52	MARKER, DRY ERASE, CHISEL TIP, BLACK, LOW ODOR, 12/PK	DZ	80001	EXPO	N	770	8.60
53	MARKER, DRY ERASE, CHISEL TIP, GREEN, LOW ODOR, 12/PK	DZ	80004	EXPO	N	94	8.60
54	MARKER, DRY ERASE, CHISEL TIP, RED, LOW ODOR, 12/PK	DZ	80002	EXPO	N	108	8.60
55	MARKER, DRY ERASE, FINE POINT, BLACK, 12/PK	DZ	5001-13M	QUARTET	Y	480	6.99
56	MARKER, SHARPIE, FINE POINT, BLACK, 12/PK	DZ	30001	SHARPIE	N	305	6.58
57	NOTEBOOK, WIREBOUND, 1 SUBJECT, 3 HOLE PUNCHED, 70 SHEETS, 6/PK	PK		HOUSE OR GENERIC	N/A	1002	2.88
58	NOTES, STICKY, YELLOW, 1-1/2" X 2", 24/PK	PK	65324VAD	POST-IT	N	90	7.33
59	NOTES, STICKY, YELLOW, 3" X 3", 24/PK	PK	65424VAD	POST-IT	N	99	17.01
60	NOTES, STICKY, YELLOW, 3" X 5", 24/PK	PK	65524VAD	POST-IT	N	15	22.77
61	PAD, CHART, 1" RULED, 24" X 32", 25 SHEETS	EA	74610	PACON	Y	252	3.79
62	PAD, WRITING, 8-1/2" X 11-3/4", CANARY, 12/PK	DZ		HOUSE OR GENERIC	N/A	60	3.29
63	PAINT, TEMPERA, WASHABLE 16 OZ, BLACK	EA	BIN54311551	CRAYOLA	N	135	.84
64	PAINT, TEMPERA, WASHABLE 16 OZ, BROWN	EA	BIN54311507	CRAYOLA	N	116	.85
65	PAINT, TEMPERA, WASHABLE 16 OZ, GREEN	EA	BIN54311544	CRAYOLA	N	149	.85
66	PAINT, TEMPERA, WASHABLE 16 OZ, MAGENTA	EA	BIN543115059	CRAYOLA	N	88	.85
67	PAINT, TEMPERA, WASHABLE 16 OZ, ORANGE	EA	BIN54311536	CRAYOLA	N	125	.85
68	PAINT, TEMPERA, WASHABLE 16 OZ, PEACH	EA	BIN543115033	CRAYOLA	N	81	.85
69	PAINT, TEMPERA, WASHABLE 16 OZ, RED	EA	BIN54311538	CRAYOLA	N	191	.84

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LINE	DESCRIPTION	U/M	MFGR#	MFGR/BRAND	ALLOW SUB	EST. ANNUAL USAGE	UNIT PRICE
70	PAINT, TEMPERA, WASHABLE 16 OZ, TURQUOISE	EA	BIN543115048	CRAYOLA	N	86	.85
71	PAINT, TEMPERA, WASHABLE 16 OZ, ULTRA BLUE	EA	BIN54311542	CRAYOLA	N	125	.84
72	PAINT, TEMPERA, WASHABLE 16 OZ, VIOLET	EA	BIN54311540	CRAYOLA	N	104	.84
73	PAINT, TEMPERA, WASHABLE 16 OZ, WHITE	EA	BIN54311553	CRAYOLA	N	279	.85
74	PAINT, TEMPERA, WASHABLE 16 OZ, YELLOW	EA	BIN54311534	CRAYOLA	N	159	.85
75	PAINT, WATERCOLOR, 8 COLOR SET	ST	530525	CRAYOLA	N	1063	1.02
76	PAPER CLIPS, JUMBO, 100/BX, 10/PK	PK	ACC72580	ACCO	Y	289	3.05
77	PAPER CLIPS, REGULAR #1, 100/BX, 10/PK	PK	ACC72580	ACCO	Y	122	1.43
78	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, BLACK	RL	PAC101209	PACON	Y	18	55.64
79	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, BLUE	RL	PAC101206	PACON	Y	12	59.85
80	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, DARK BROWN	RL	PAC101207	PACON	Y	9	59.92
81	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, GOLD	RL	PAC101211	PACON	Y	6	62.23
82	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, FESTV GREEN	RL	PAC101202	PACON	Y	14	64.80
83	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, FESTV RED	RL	PAC101203	PACON	Y	11	60.59
84	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, ORANGE	RL	PAC101200	PACON	Y	11	61.42
85	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, PINK	RL	PAC101204	PACON	Y	6	57.96
86	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, PURPLE	RL	PAC101210	PACON	Y	7	62.24
87	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, SKY BLUE	RL	PAC101205	PACON	Y	14	58.02
88	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, WHITE	RL	PAC101208	PACON	Y	19	56.91
89	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, YELLOW	RL	PAC101201	PACON	Y	15	59.80
90	PAPER, QUADRILLE, 8-1/2" X 11", 1/4" SQUARES, MANILA, 500/CT	PK	2852	PACON	Y	11	5.82
91	PAPER, QUADRILLE, 8-1/2" X 11", 1/4" SQUARES, WHITE, 500/CT	PK	2862	PACON	Y	195	7.99
92	PAPER, COMPOSITION, 3/8" RULE, 8-1/2" X 11", UNPUNCHED, 500/CT	PK	2401	PACON	Y	135	3.97
93	PAPER, COMPOSITION, 3/8" RULE, 8-1/2" X 11", 3-HOLE PUNCHED, 500/CT	PK	2402	PACON	Y	428	5.99
94	PAPER, CONSTRUCTION, 12" X 18", ASSORTED, 50/PK	PK	PAC103063	PACON	N	141	1.78
95	PAPER, CONSTRUCTION, 12" X 18", ASSORTED BRIGHT, 50/PK	PK	PAC102941	PACON	N	78	4.31
96	PAPER, CONSTRUCTION, 12" X 18", BLACK, 50/PK	PK	PAC103061	PACON	N	303	1.77
97	PAPER, CONSTRUCTION, 12" X 18", BLUE, 50/PK	PK	PAC103054	PACON	N	604	1.77
98	PAPER, CONSTRUCTION, 12" X 18", BRILLIANT LIME, 50/PK	PK	PAC103425	PACON	N	297	1.77
99	PAPER, CONSTRUCTION, 12" X 18", BURGUNDY, 50/PK	PK	PAC102946	PACON	N	47	2.57
100	PAPER, CONSTRUCTION, 12" X 18", CHARTREUSE, 50/PK	PK	PAC103037	PACON	N	70	1.77
101	PAPER, CONSTRUCTION, 12" X 18", DARK BROWN, 50/PK	PK	PAC103056	PACON	N	332	1.77
102	PAPER, CONSTRUCTION, 12" X 18", DARK GREEN, 50/PK	PK	PAC103053	PACON	N	83	1.78
103	PAPER, CONSTRUCTION, 12" X 18", FESTIVE GREEN, 50/PK	PK	PAC103038	PACON	N	554	1.78
104	PAPER, CONSTRUCTION, 12" X 18", FESTIVE RED, 50/PK	PK	PAC103432	PACON	N	589	1.77
105	PAPER, CONSTRUCTION, 12" X 18", GOLD, 50/PK	PK	PAC102898	PACON	N	129	1.77
106	PAPER, CONSTRUCTION, 12" X 18", GRAY, 50/PK	PK	PAC103059	PACON	N	215	1.78

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LINE	DESCRIPTION	U/M	MFGR#	MFGR/BRAND	ALLOW SUB	EST. ANNUAL USAGE	UNIT PRICE
107	PAPER, CONSTRUCTION, 12" X 18", HOLIDAY GREEN, 50/PK	PK	PAC102961	PACON	N	227	1.77
108	PAPER, CONSTRUCTION, 12" X 18", HOLIDAY RED, 50/PK	PK	PAC102994	PACON	N	217	1.78
109	PAPER, CONSTRUCTION, 12" X 18", LIGHT GREEN, 50/PK	PK	PAC103047	PACON	N	104	1.77
110	PAPER, CONSTRUCTION, 12" X 18", LIGHT RED, 50/PK	PK	PAC103043	PACON	N	14	1.77
111	PAPER, CONSTRUCTION, 12" X 18", LIGHT YELLOW, 50/PK	PK	PAC103046	PACON	N	66	3.50
112	PAPER, CONSTRUCTION, 12" X 18", LILAC, 50/PK	PK	PAC103050	PACON	N	155	1.77
113	PAPER, CONSTRUCTION, 12" X 18", MAGENTA, 50/PK	PK	PAC103032	PACON	N	123	1.77
114	PAPER, CONSTRUCTION, 12" X 18", ORANGE, 50/PK	PK	PAC103034	PACON	N	532	1.77
115	PAPER, CONSTRUCTION, 12" X 18", PINK, 50/PK	PK	PAC103044	PACON	N	234	1.77
116	PAPER, CONSTRUCTION, 12" X 18", PUMPKIN, 50/PK	PK	PAC103428	PACON	N	84	1.77
117	PAPER, CONSTRUCTION, 12" X 18", PURPLE, 50/PK	PK	PAC103051	PACON	N	330	1.77
118	PAPER, CONSTRUCTION, 12" X 18", RED, 50/PK	PK	PAC103062	PACON	N	162	1.77
119	PAPER, CONSTRUCTION, 12" X 18", ROYAL BLUE, 50/PK	PK	PAC103049	PACON	N	255	1.77
120	PAPER, CONSTRUCTION, 12" X 18", SALMON, 50/PK	PK	PAC103042	PACON	N	154	1.77
121	PAPER, CONSTRUCTION, 12" X 18", SCARLET RED, 50/PK	PK	PAC103040	PACON	N	27	1.77
122	PAPER, CONSTRUCTION, 12" X 18", SHOCKING PINK, 50/PK	PK	PAC103045	PACON	N	234	2.57
123	PAPER, CONSTRUCTION, 12" X 18", SKY BLUE, 50/PK	PK	PAC103048	PACON	N	461	1.77
124	PAPER, CONSTRUCTION, 12" X 18", SLATE, 50/PK	PK	PAC103060	PACON	N	66	1.77
125	PAPER, CONSTRUCTION, 12" X 18", TAN, 50/PK	PK	PAC103055	PACON	N	413	1.77
126	PAPER, CONSTRUCTION, 12" X 18", TURQUOISE, 50/PK	PK	PAC103039	PACON	N	513	1.77
127	PAPER, CONSTRUCTION, 12" X 18", VIOLET, 50/PK	PK	PAC103041	PACON	N	87	1.78
128	PAPER, CONSTRUCTION, 12" X 18", WARM BROWN, 50/PK	PK	PAC103057	PACON	N	339	1.77
129	PAPER, CONSTRUCTION, 12" X 18", WHITE, 50/PK	PK	PAC103058	PACON	N	1815	1.77
130	PAPER, CONSTRUCTION, 12" X 18", YELLOW, 50/PK	PK	PAC103036	PACON	N	768	1.77
131	PAPER, COPY, 11" X 17", 500/SHTS	PK		HOUSE OR GENERIC	N/A	60	6.99
132	PAPER, TISSUE, 20" X 30", 100/CT, ASSORTED COLORS	PK	PAC58516	PACON	N	113	4.35
133	PEN, BALLPOINT, FINE POINT, BLACK	DZ	PAP33811	PAPERMATE	Y	86	.75
134	PEN, BALLPOINT, FINE POINT, BLUE	DZ	PAP33611	PAPERMATE	Y	126	.75
135	PEN, BALLPOINT, FINE POINT, RED	DZ	PAP33711	PAPERMATE	Y	73	.75
136	PEN, BALLPOINT, MEDIUM POINT, BLACK	DZ	PAP33311	PAPERMATE	Y	394	.80
137	PEN, BALLPOINT, MEDIUM POINT, BLUE	DZ	PAP33111	PAPERMATE	Y	453	.78
138	PEN, BALLPOINT, MEDIUM POINT, RED	DZ	PAP33211	PAPERMATE	Y	308	.75
139	PENCIL, #2 MEDIUM SOFT LEAD, ECONOMY WOODCASE, 12/PK	DZ		HOUSE OR GENERIC	N/A	1116	.21
140	PENCIL, #2 MEDIUM SOFT LEAD, ECONOMY WOODCASE, 72/PK	PK		HOUSE OR GENERIC	N/A	60	2.99
141	PENCIL, #2 MEDIUM SOFT LEAD, TICONDEROGA	DZ	DIX13882	DIXON TICONDEROGA	N	3928	1.09
142	PENCIL, #2 MEDIUM SOFT LEAD, TICONDEROGA, PRESHARPENED	DZ	DIX13806	DIXON TICONDEROGA	N	979	2.56
143	PENCIL, BEGINNER, YELLOW #2, WITH ERASER	DZ	DIX13308	DIXON TICONDEROGA	N	344	1.78

13.v.22

LINE	DESCRIPTION	U/M	MFGR#	MFGR/BRAND	ALLOW SUB	EST ANNUAL USAGE	UNIT PRICE
144	PENCIL, COLORED, CRAYOLA, SET OF 12 COLORS	BX	684012E	CRAYOLA	N	2547	1.13
145	PENCIL, MECHANICAL, .7MM, 12/PK	DZ	30301	PAPERMATE	Y	122	3.35
146	PENCIL BOX, 8-1/2" X 5-1/2", ASSORTED COLORS	EA	65435	INNOVATIVE STORAGE	Y	359	1.09
147	PENCIL BOX, 8-1/2" X 5-1/2", CLEAR	EA	65434	INNOVATIVE STORAGE	Y	898	1.09
148	PORTFOLIOS, TWIN POCKET, LIGHT BLUE, 10/PK	PK	57571	OXFORD	Y	92	1.75
149	PORTFOLIOS, TWIN POCKET, MEDIUM BLUE, 10/PK	PK	57572	OXFORD	Y	293	1.75
150	PORTFOLIOS, TWIN POCKET, RED, 10/PK	PK	57581	OXFORD	Y	245	1.75
151	PROTECTOR, SHEET, 8-1/2" X 11", CLEAR, TOP LOADING, 25/CT	PK	W21424A	WILSON JONES	Y	305	1.26
152	RUBBER CEMENT, 4 OZ	EA	E904	ELMERS	N	234	1.07
153	RUBBERBANDS, ASSORTED SIZES, 1 LB BAG	EA		HOUSE OR GENERIC	N/A	34	2.56
154	RULER, 12", WOODEN, SINGLE EDGE	EA	ACM10381	WESTCOTT	Y	645	.36
155	SCISSORS, 5", BLUNT TIP, COMFORT GRIP, 2/PK	PK	1535201005	SCHOOL WORKS	Y	866	.70
156	SCISSORS, 8", POINTED, LIGHTWEIGHT	EA		HOUSE OR GENERIC	N/A	1760	.69
157	SENTENCE STRIPS, 3" X 24", MANILA, 100/CT	PK	RMTSS324100	FORAY	Y	114	2.21
158	SHARPENER, PENCIL, ELECTRIC, BLUE	EA	EPI001670	BOSTON	N	112	26.93
159	SHARPENER, PENCIL, MANUAL, SINGLE HOLE, W/ RECEPTACLE	EA	60520	FORAY	Y	1034	.36
160	STAPLE REMOVER	EA		HOUSE OR GENERIC	N/A	72	.25
161	STAPLER, STANDARD, FULL STRIP, BLACK, COMMERCIAL METAL	EA	44401	SWINGLINE	Y	244	6.64
162	STAPLER, STANDARD, FULL STRIP, BLACK, PLASTIC	EA	SWI54501	SWINGLINE	Y	245	2.79
163	STAPLES, STANDARD, 1/4", 5000/BX	BX	SWI35108	SWINGLINE	Y	695	.52
164	TAPE, MASKING, 1" X 60 YDS	RL	26001	HIGHLAND	Y	239	1.19
165	TAPE, TRANSPARENT, 3/4" X 1296"	RL	MMM600-341296	SCOTCH	N	226	2.29
166	TAPE, TRANSPARENT, 3/4" X 1296", 6/PK	PK	MMM600-6PK	SCOTCH	N	128	10.99
167	TAPE, MAGIC 810, 3/4" X 1000', 12/PK	PK	MMM810K12	SCOTCH	N	105	19.89
168	YARN, ROVING, ACRYLIC, 9 COLOR ASSORTMENT W/ DISPENSER, 450 FT EA	PK	PAC00130	PACON	N	6	53.56
169	YARN, ROVING, ACRYLIC, 450 FT, BLACK	EA	PAC07306	PACON	N	28	5.95
170	YARN, ROVING, ACRYLIC, 450 FT, BROWN	EA	PAC07026	PACON	N	23	3.26
171	YARN, ROVING, ACRYLIC, 450 FT, HOT PINK	EA	PAC07256	PACON	N	9	3.26
172	YARN, ROVING, ACRYLIC, 450 FT, DARK BLUE	EA	PAC07196	PACON	N	11	3.26
173	YARN, ROVING, ACRYLIC, 450 FT, DARK GREEN	EA	PAC07146	PACON	N	11	5.95
174	YARN, ROVING, ACRYLIC, 450 FT, LIGHT BLUE	EA	PAC07166	PACON	N	7	3.26
175	YARN, ROVING, ACRYLIC, 450 FT, LIGHT GREEN	EA	PAC07126	PACON	N	11	3.26
176	YARN, ROVING, ACRYLIC, 450 FT, LAVENDER	EA	PAC07346	PACON	N	3	3.26
177	YARN, ROVING, ACRYLIC, 450 FT, ORANGE	EA	PAC07106	PACON	N	16	3.26
178	YARN, ROVING, ACRYLIC, 450 FT, PURPLE	EA	PAC07356	PACON	N	7	3.26
179	YARN, ROVING, ACRYLIC, 450 FT, RED	EA	PAC07036	PACON	N	23	5.95
180	YARN, ROVING, ACRYLIC, 450 FT, WHITE	EA	PAC07006	PACON	N	30	5.95

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LINE	DESCRIPTION	U/M	MFGR#	MFGR/BRAND	ALLOW SUB	EST. ANNUAL USAGE	UNIT PRICE
181	YARN, ROVING, ACRYLIC, 450 FT, YELLOW	EA	PAC07086	PACON	N	28	5.93
				TOTAL ANNUAL ESTIMATED PURCHASES		$855,000.00	

* 182 Copy Paper 8½x11, 20 lb 500 sheets per ream, 10 reams per Case 348037 - Office Depot Brand $34.99 case

13.v.24

BID# 114-15
OFFICE AND SCHOOL SUPPLIES/EQUIPMENT
BID FORM CONTRACT PRICE LIST

LINE	DESCRIPTION	U/M	MFGR#	MFGR/BRAND	ALLOW SUB	EST. ANNUAL USAGE	UNIT PRICE	OD SKU
1	BINDER, VIEW, 1" RING, PLASTIC OVERLAY, BLACK	EA	W36214PP	WILSON JONES	Y	832	$ 1.10	396311
2	BINDER, VIEW, 1" RING, PLASTIC OVERLAY, WHITE	EA	W36214WPP	WILSON JONES	Y	1275	$ 1.10	396291
3	BINDER, VIEW, 1-1/2" RING, PLASTIC OVERLAY, BLACK	EA	W36234BPP	WILSON JONES	Y	173	$ 1.62	396271
4	BINDER, VIEW, 1-1/2" RING, PLASTIC OVERLAY, WHITE	EA	W36234WPP	WILSON JONES	Y	793	$ 1.62	396251
5	BINDER, VIEW, 2" RING, PLASTIC OVERLAY, BLACK	EA	W36244BPP	WILSON JONES	Y	84	$ 1.99	396231
6	BINDER, VIEW, 2" RING, PLASTIC OVERLAY, WHITE	EA	W36244WPPP	WILSON JONES	Y	236	$ 1.99	396241
7	BINDER, VIEW, 3" RING, PLASTIC OVERLAY, BLACK	EA	W36249BPP	WILSON JONES	Y	16	$ 2.68	396221
8	BINDER, VIEW, 3" RING, PLASTIC OVERLAY, WHITE	EA	W36249WPP	WILSON JONES	Y	104	$ 2.68	396201
9	BOARD, POSTER, 22" X 28", 25/PK	PK		HOUSE OR GENERIC	N/A	124	$ 6.73	634027
10	BOOK, COMPOSITION, 6-7/8" x 8-1/2", 40 SHEETS, WIDE RULED	EA		HOUSE OR GENERIC	N/A	6167	$ 0.68	172809
11	BOOK, COMPOSITION, 9-3/4" X 7-1/2", 100 SHTS, WIDE RULED, MARBLED	EA		HOUSE OR GENERIC	N/A	4866	$ 0.74	588268
12	BOOK, RECEIPT, MONEY/RENT, 3 PART	EA	TC1182	ADAMS	N	49	$ 3.31	162354
13	CALCULATOR, MINI POCKET	EA		HOUSE OR GENERIC	N/A	249	$ 2.42	853197
14	CARD, INDEX, 3" X 5", RULED, 100/CT	PK		HOUSE OR GENERIC	N/A	945	$ 0.75	189654
15	CARD, INDEX, 3" X 5", UNRULED, 100/CT	PK		HOUSE OR GENERIC	N/A	263	$ 0.46	293046
16	CARD, INDEX, 5" X 8" RULED, 100/CT	PK		HOUSE OR GENERIC	N/A	60	$ 1.20	189662
17	CARD, INDEX, 5" X 8", UNRULED, 100/CT	PK		HOUSE OR GENERIC	N/A	42	$ 1.30	102509
18	CLEANER, WHITE BOARD, 8 OZ	EA	SAN81803	EXPO	N	159	$ 1.17	204057
19	CLIPBOARD, LETTER SIZE, WOOD	EA	OIC83140	OIC	Y	2257	$ 0.15	991992
20	CLIPS, BINDER, LARGE, 2" WIDE	DZ		HOUSE OR GENERIC	N/A	157	$ 1.34	308957
21	CLIPS, BINDER, MEDIUM 1-1/4" WIDE	DZ		HOUSE OR GENERIC	N/A	315	$ 0.55	429431
22	CLIPS, BINDER, SMALL 3/4" WIDE	DZ		HOUSE OR GENERIC	N/A	312	$ 0.11	429415
23	CORRECTION FLUID, WHITE	EA	74701	PAPERMATE	N	211	$ 0.62	182444
24	CORRECTION TAPE, WHITE, 2/PK	PK	6624	PAPERMATE	N	154	$ 4.80	254089
25	CRAYONS, CRAYOLA, LARGE SIZE, LIFT LID BOX, 8 COLOR SET	BX	BIN520080	CRAYOLA	N	1211	$ 0.49	950188
26	CRAYONS, CRAYOLA, STANDARD SET, 24 COLOR SET	BX	52-0024	CRAYOLA	N	574	$ 1.30	119503
27	CRAYONS, CRAYOLA, TUCK BOX, 16 COLORS SET	BX	BIN520016	CRAYOLA	N	168	$ 0.39	949362
28	DISPENSER, TAPE, BLACK, 1/2" & 3/4", 1" CORE	EA	MMMC38BK	SCOTCH	Y	147	$ 1.42	173336
29	ENVELOPES, #10 WHITE, PLAIN, 500/CT	BX		HOUSE OR GENERIC	N/A	110	$ 6.61	633888
30	ENVELOPES, CLASP, BROWN KRAFT, 10" X 13", 100/CT	BX		HOUSE OR GENERIC	N/A	161	$ 6.76	330888
31	ERASER, PENCIL CAP, RED, 144/CT	PK	PAP73015	PAPERMATE	N	135	$ 2.03	886139
32	ERASER, PINK, MEDIUM, 24/BX	BX		HOUSE OR GENERIC	N/A	414	$ 1.55	279632
33	ERASER, WHITE MAGIC RUB, 12/PK	PK	73201	PRISMACOLOR	N	97	$ 4.27	149088

LINE	DESCRIPTION	U/M	MFGR#	MFGR/BRAND	ALLOW SUB	EST. ANNUAL USAGE	UNIT PRICE	OD SKU
34	ERASER, WHITE BOARD	EA	SAN81505	EXPO	N	761	$ 1.43	307512
35	FASTENER, BRASS, ROUND HEAD, 1", 100/PK	PK		HOUSE OR GENERIC	N/A	131	$ 0.70	613827
36	FOLDER, FILE, LETTER, MANILA 1/3 CUT, 100/BX	BX	SMD153L	SMEAD	Y	287	$ 4.50	810838
37	FOLDER, HANGING, LETTER SIZE, 1/3 CUT, GREEN, 25/CT	BX	SMDC13H	SMEAD	Y	82	$ 2.90	810929
38	GLUE, STICK, 1.27OZ	EA	AVE00196	AVERY	Y	2447	$ 0.25	910216
39	GLUE, STICK, .21OZ, 12/PK	PK	E510	ELMERS	Y	345	$ 4.23	986350
40	GLUE STICK, .24OZ, CLEAR, 30/PK	PK	E556	ELMERS	Y	67	$ 6.90	698325
41	GLUE STICK, .24OZ, PURPLE, 30/PK	PK	E555	ELMERS	Y	274	$ 6.90	698283
42	GLUE, WHITE, ELMERS, SCHOOL GLUE, 4OZ	EA	E304NR	ELMERS	N	2704	$ 0.50	947432
43	GLUE, WHITE, ELMERS, 8 OZ	EA	E1324NR	ELMERS	N	926	$ 0.72	939609
44	GLUE, WHITE, ELMERS, GALLON	EA	E340NR	ELMERS	N	59	$ 7.99	205351
45	HIGHLIGHTER, FLUORESCENT, ASSORTED COLORS, 6 CT	PK	25076	SHARPIE ACCENT	N	162	$ 2.99	203190
46	HIGHLIGHTER, FLUORESCENT, YELLOW, DOZEN	DZ	25025	SHARPIE ACCENT	N	320	$ 5.99	203174
47	LABELS, LASER, ADDRESS, WHITE, 1" X 2-5/8", 3000/CT	BX	AVE5160	AVERY	N	149	$ 10.99	364364
48	MARKERS, CRAYOLA, BROAD LINE, 8 COLOR SET	ST	BIN587708	CRAYOLA	N	1247	$ 1.36	950055
49	MARKERS, CRAYOLA, THIN LINE, 8 COLOR SET	ST	BIN587709	CRAYOLA	N	837	$ 1.44	950063
50	MARKER, DRY ERASE, CHISEL TIP, 4 COLOR SET	PK	SAN83074	EXPO	N	286	$ 3.40	204156
51	MARKER, DRY ERASE, CHISEL TIP, ASSORTED COLORS, LOW ODOR, 12/PK	DZ	81043	EXPO	N	356	$ 8.57	528712
52	MARKER, DRY ERASE, CHISEL TIP, BLACK, LOW ODOR, 12/PK	DZ	80001	EXPO	N	770	$ 8.60	259251
53	MARKER, DRY ERASE, CHISEL TIP, GREEN, LOW ODOR, 12/PK	DZ	80004	EXPO	N	94	$ 8.60	328649
54	MARKER, DRY ERASE, CHISEL TIP, RED, LOW ODOR, 12/PK	DZ	80002	EXPO	N	108	$ 8.60	256861
55	MARKER, DRY ERASE, FINE POINT, BLACK, 12/PK	DZ	5001-13M	QUARTET	Y	480	$ 6.99	916400
56	MARKER, SHARPIE, FINE POINT, BLACK, 12/PK	DZ	30001	SHARPIE	N	306	$ 6.58	203349
57	NOTEBOOK, WIREBOUND, 1 SUBJECT, 3 HOLE PUNCHED, 70 SHEETS, 6/PK	PK		HOUSE OR GENERIC	N/A	1002	$ 2.88	293799
58	NOTES, STICKY, YELLOW, 1-1/2" X 2", 24/PK	PK	65324VAD	POST-IT	N	90	$ 7.33	584260
59	NOTES, STICKY, YELLOW, 3" X 3", 24/PK	PK	65424VAD	POST-IT	N	99	$ 17.01	441579
60	NOTES, STICKY, YELLOW, 3" X 5", 24/PK	PK	65524VAD	POST-IT	N	15	$ 22.77	704065
61	PAD, CHART, 1" RULED, 24" X 32", 25 SHEETS	EA	74610	PACON	Y	252	$ 3.79	950865
62	PAD, WRITING, 8-1/2" X 11-3/4", CANARY, 12/PK	DZ		HOUSE OR GENERIC	N/A	60	$ 3.29	305706
63	PAINT, TEMPERA, WASHABLE 16 OZ, BLACK	EA	BIN54311551	CRAYOLA	N	135	$ 0.84	464776
64	PAINT, TEMPERA, WASHABLE 16 OZ, BROWN	EA	BIN54311507	CRAYOLA	N	116	$ 0.85	465054
65	PAINT, TEMPERA, WASHABLE 16 OZ, GREEN	EA	BIN54311544	CRAYOLA	N	149	$ 0.85	463687
66	PAINT, TEMPERA, WASHABLE 16 OZ, MAGENTA	EA	BIN543115069	CRAYOLA	N	88	$ 0.85	704544
67	PAINT, TEMPERA, WASHABLE 16 OZ, ORANGE	EA	BIN54311536	CRAYOLA	N	125	$ 0.85	371574
68	PAINT, TEMPERA, WASHABLE 16 OZ, PEACH	EA	BIN543115033	CRAYOLA	N	81	$ 0.85	704452
69	PAINT, TEMPERA, WASHABLE 16 OZ, RED	EA	BIN54311538	CRAYOLA	N	191	$ 0.84	464818
70	PAINT, TEMPERA, WASHABLE 16 OZ, TURQUOISE	EA	BIN543115048	CRAYOLA	N	86	$ 0.85	725572
71	PAINT, TEMPERA, WASHABLE 16 OZ, ULTRA BLUE	EA	BIN54311542	CRAYOLA	N	125	$ 0.84	464792

LINE	DESCRIPTION	U/M	MFGR#	MFGR/BRAND	ALLOW SUB	EST ANNUAL USAGE	UNIT PRICE	OD SKU
72	PAINT, TEMPERA, WASHABLE 16 OZ, VIOLET	EA	BIN54311540	CRAYOLA	N	104	$ 0.84	464800
73	PAINT, TEMPERA, WASHABLE 16 OZ, WHITE	EA	BIN54311553	CRAYOLA	N	279	$ 0.85	464560
74	PAINT, TEMPERA, WASHABLE 16 OZ, YELLOW	EA	BIN54311534	CRAYOLA	N	159	$ 0.85	464941
75	PAINT, WATERCOLOR, 8 COLOR SET	ST	530525	CRAYOLA	N	1063	$ 1.02	548743
76	PAPER CLIPS, JUMBO, 100/BX, 10/PK	PK	ACC72580	ACCO	Y	289	$ 3.05	308239
77	PAPER CLIPS, REGULAR #1, 100/BX, 10/PK	PK	ACC72580	ACCO	Y	122	$ 1.43	308478
78	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, BLACK	RL	PAC101209	PACON	Y	18	$ 55.64	173518
79	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, BLUE	RL	PAC101206	PACON	Y	12	$ 59.85	173427
80	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, DARK BROWN	RL	PAC101207	PACON	Y	9	$ 59.92	173492
81	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, GOLD	RL	PAC101211	PACON	Y	6	$ 62.23	173476
82	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, FESTV GREEN	RL	PAC101202	PACON	Y	14	$ 64.80	173526
83	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, FESTV RED	RL	PAC101203	PACON	Y	11	$ 60.59	173534
84	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, ORANGE	RL	PAC101200	PACON	Y	11	$ 61.42	173377
85	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, PINK	RL	PAC101204	PACON	Y	6	$ 57.96	173294
86	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, PURPLE	RL	PAC101210	PACON	Y	7	$ 62.24	173369
87	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, SKY BLUE	RL	PAC101205	PACON	Y	14	$ 58.02	173310
88	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, WHITE	RL	PAC101208	PACON	Y	19	$ 56.91	173500
89	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, YELLOW	RL	PAC101201	PACON	Y	15	$ 59.80	173484
90	PAPER, QUADRILLE, 8-1/2" X 11", 1/4" SQUARES, MANILA, 500/CT	PK	2852	PACON	Y	11	$ 5.82	898816
91	PAPER, QUADRILLE, 8-1/2" X 11", 1/4" SQUARES, WHITE, 500/CT	PK	2862	PACON	Y	195	$ 7.99	366917
92	PAPER, COMPOSITION, 3/8" RULE, 8-1/2" X 11", UNPUNCHED, 500/CT	PK	2401	PACON	Y	135	$ 3.97	208208
93	PAPER, COMPOSITION, 3/8" RULE, 8-1/2" X 11", 3-HOLE PUNCHED, 500/CT	PK	2402	PACON	Y	428	$ 5.99	246097
94	PAPER, CONSTRUCTION, 12" X 18", ASSORTED, 50/PK	PK	PAC103063	PACON	N	141	$ 1.78	338186
95	PAPER, CONSTRUCTION, 12" X 18", ASSORTED BRIGHT, 50/PK	PK	PAC102941	PACON	N	78	$ 4.31	653180
96	PAPER, CONSTRUCTION, 12" X 18", BLACK, 50/PK	PK	PAC103061	PACON	N	303	$ 1.77	338657
97	PAPER, CONSTRUCTION, 12" X 18", BLUE, 50/PK	PK	PAC103054	PACON	N	604	$ 1.77	338475
98	PAPER, CONSTRUCTION, 12" X 18", BRILLIANT LIME, 50/PK	PK	PAC103425	PACON	N	297	$ 1.77	229849
99	PAPER, CONSTRUCTION, 12" X 18", BURGUNDY, 50/PK	PK	PAC102946	PACON	N	47	$ 2.57	548624
100	PAPER, CONSTRUCTION, 12" X 18", CHARTREUSE, 50/PK	PK	PAC103037	PACON	N	70	$ 1.77	338699
101	PAPER, CONSTRUCTION, 12" X 18", DARK BROWN, 50/PK	PK	PAC103056	PACON	N	332	$ 1.77	338558
102	PAPER, CONSTRUCTION, 12" X 18", DARK GREEN, 50/PK	PK	PAC103053	PACON	N	83	$ 1.78	338459
103	PAPER, CONSTRUCTION, 12" X 18", FESTIVE GREEN, 50/PK	PK	PAC103038	PACON	N	554	$ 1.78	338715
104	PAPER, CONSTRUCTION, 12" X 18", FESTIVE RED, 50/PK	PK	PAC103432	PACON	N	589	$ 1.77	338756
105	PAPER, CONSTRUCTION, 12" X 18", GOLD, 50/PK	PK	PAC102998	PACON	N	129	$ 1.77	230367
106	PAPER, CONSTRUCTION, 12" X 18", GRAY, 50/PK	PK	PAC103059	PACON	N	215	$ 1.78	338616
107	PAPER, CONSTRUCTION, 12" X 18", HOLIDAY GREEN, 50/PK	PK	PAC102961	PACON	N	227	$ 1.77	348440
108	PAPER, CONSTRUCTION, 12" X 18", HOLIDAY RED, 50/PK	PK	PAC102994	PACON	N	217	$ 1.78	348583
109	PAPER, CONSTRUCTION, 12" X 18", LIGHT GREEN, 50/PK	PK	PAC103047	PACON	N	104	$ 1.77	338335

LINE	DESCRIPTION	U/M	MFGR#	MFGR/BRAND	ALLOW SUB	EST ANNUAL USAGE	UNIT PRICE	OD SKU
110	PAPER, CONSTRUCTION, 12" X 18", LIGHT RED, 50/PK	PK	PAC103043	PACON	N	14	$ 1.77	338277
111	PAPER, CONSTRUCTION, 12" X 18", LIGHT YELLOW, 50/PK	PK	PAC103046	PACON	N	66	$ 3.50	338319
112	PAPER, CONSTRUCTION, 12" X 18", LILAC, 50/PK	PK	PAC103050	PACON	N	155	$ 1.77	338418
113	PAPER, CONSTRUCTION, 12" X 18", MAGENTA, 50/PK	PK	PAC103032	PACON	N	123	$ 1.77	338210
114	PAPER, CONSTRUCTION, 12" X 18", ORANGE, 50/PK	PK	PAC103034	PACON	N	532	$ 1.77	338434
115	PAPER, CONSTRUCTION, 12" X 18", PINK, 50/PK	PK	PAC103044	PACON	N	234	$ 1.77	338293
116	PAPER, CONSTRUCTION, 12" X 18", PUMPKIN, 50/PK	PK	PAC103426	PACON	N	84	$ 1.77	230201
117	PAPER, CONSTRUCTION, 12" X 18", PURPLE, 50/PK	PK	PAC103051	PACON	N	330	$ 1.77	230102
118	PAPER, CONSTRUCTION, 12" X 18", RED, 50/PK	PK	PAC103062	PACON	N	162	$ 1.77	338673
119	PAPER, CONSTRUCTION, 12" X 18", ROYAL BLUE, 50/PK	PK	PAC103049	PACON	N	255	$ 1.77	338392
120	PAPER, CONSTRUCTION, 12" X 18", SALMON, 50/PK	PK	PAC103042	PACON	N	154	$ 1.77	338251
121	PAPER, CONSTRUCTION, 12" X 18", SCARLET RED, 50/PK	PK	PAC103040	PACON	N	27	$ 1.77	338772
122	PAPER, CONSTRUCTION, 12" X 18", SHOCKING PINK, 50/PK	PK	PAC103045	PACON	N	234	$ 2.57	229971
123	PAPER, CONSTRUCTION, 12" X 18", SKY BLUE, 50/PK	PK	PAC103048	PACON	N	461	$ 1.77	338376
124	PAPER, CONSTRUCTION, 12" X 18", SLATE, 50/PK	PK	PAC103060	PACON	N	66	$ 1.77	338632
125	PAPER, CONSTRUCTION, 12" X 18", TAN, 50/PK	PK	PAC103055	PACON	N	413	$ 1.77	338517
126	PAPER, CONSTRUCTION, 12" X 18", TURQUOISE, 50/PK	PK	PAC103039	PACON	N	513	$ 1.77	338731
127	PAPER, CONSTRUCTION, 12" X 18", VIOLET, 50/PK	PK	PAC103041	PACON	N	87	$ 1.78	338236
128	PAPER, CONSTRUCTION, 12" X 18", WARM BROWN, 50/PK	PK	PAC103057	PACON	N	339	$ 1.77	338574
129	PAPER, CONSTRUCTION, 12" X 18", WHITE, 50/PK	PK	PAC103058	PACON	N	1815	$ 1.77	338590
130	PAPER, CONSTRUCTION, 12" X 18", YELLOW, 50/PK	PK	PAC103036	PACON	N	766	$ 1.77	338533
131	PAPER, COPY, 11" X 17", 500/SHTS	PK		HOUSE OR GENERIC	N/A	60	$ 6.99	974032
132	PAPER, TISSUE, 20" X 30", 100/CT, ASSORTED COLORS	PK	PAC58516	PACON	N	113	$ 6.35	289361
133	PEN, BALLPOINT, FINE POINT, BLACK	DZ	PAP33611	PAPERMATE	Y	86	$ 0.75	181636
134	PEN, BALLPOINT, FINE POINT, BLUE	DZ	PAP33711	PAPERMATE	Y	126	$ 0.75	181610
135	PEN, BALLPOINT, FINE POINT, RED	DZ	PAP33311	PAPERMATE	Y	73	$ 0.75	181628
136	PEN, BALLPOINT, MEDIUM POINT, BLACK	DZ	PAP33111	PAPERMATE	Y	394	$ 0.80	181594
137	PEN, BALLPOINT, MEDIUM POINT, BLUE	DZ	PAP33211	PAPERMATE	Y	453	$ 0.78	181578
138	PEN, BALLPOINT, MEDIUM POINT, RED	DZ		HOUSE OR GENERIC	N/A	308	$ 0.75	181586
139	PENCIL, #2 MEDIUM SOFT LEAD, ECONOMY WOODCASE, 12/PK	PK		HOUSE OR GENERIC	N/A	1116	$ 0.21	107580
140	PENCIL, #2 MEDIUM SOFT LEAD, ECONOMY WOODCASE, 72/PK	DZ	DIX13882	DIXON TICONDEROGA	N	3928	$ 1.09	811158
141	PENCIL, #2 MEDIUM SOFT LEAD, TICONDEROGA	DZ	DIX13806	DIXON TICONDEROGA	N	979	$ 2.56	425563
142	PENCIL, #2 MEDIUM SOFT LEAD, TICONDEROGA, PRESHARPENED	DZ	DIX13308	DIXON TICONDEROGA	N	344	$ 1.78	340307
143	PENCIL, BEGINNER, YELLOW #2, WITH ERASER	BX	684012E	CRAYOLA	N	2547	$ 1.13	504928
144	PENCIL, COLORED, CRAYOLA, SET OF 12 COLORS	DZ	30301	PAPERMATE	Y	122	$ 3.35	181529
145	PENCIL, MECHANICAL, .7MM, 12/PK	EA	65435	INNOVATIVE STORAGE	Y	359	$ 1.09	139704
146	PENCIL BOX, 8-1/2" X 5-1/2", ASSORTED COLORS	EA	65434	INNOVATIVE STORAGE	Y	898	$ 1.09	401230
147	PENCIL BOX, 8-1/2" X 5-1/2", CLEAR							

LINE	DESCRIPTION	U/M	MFGR#	MFGR/BRAND	ALLOW SUB	EST. ANNUAL USAGE	UNIT PRICE	OD SKU
148	PORTFOLIOS, TWIN POCKET, LIGHT BLUE, 10/PK	PK	57571	OXFORD	Y	92	$ 1.75	433680
149	PORTFOLIOS, TWIN POCKET, MEDIUM BLUE, 10/PK	PK	57572	OXFORD	Y	293	$ 1.75	433664
150	PORTFOLIOS, TWIN POCKET, RED, 10/PK	PK	57581	OXFORD	Y	245	$ 1.75	433656
151	PROTECTOR, SHEET, 8-1/2" X 11", CLEAR, TOP LOADING, 25/CT	PK	W21424A	WILSON JONES	Y	305	$ 1.26	621122
152	RUBBER CEMENT, 4 OZ	EA	E904	ELMERS	N	234	$ 1.07	443650
153	RUBBERBANDS, ASSORTED SIZES, 1 LB BAG	EA		HOUSE OR GENERIC	N/A	34	$ 2.56	855910
154	RULER, 12", WOODEN, SINGLE EDGE	EA	ACM10381	WESTCOTT	Y	645	$ 0.36	998013
155	SCISSORS, 5", BLUNT TIP, COMFORT GRIP, 2/PK	PK	1535201005	SCHOOL WORKS	Y	866	$ 0.70	958540
156	SCISSORS, 8", POINTED, LIGHTWEIGHT	EA		HOUSE OR GENERIC	N/A	1760	$ 0.69	375667
157	SENTENCE STRIPS, 3" X 24", MANILA, 100/CT	PK	RMTSS324100	FORAY	Y	114	$ 2.21	310994
158	SHARPENER, PENCIL, ELECTRIC, BLUE	EA	EPI001670	BOSTON	N	112	$ 26.93	595671
159	SHARPENER, PENCIL, MANUAL, SINGLE HOLE, W/ RECEPTACLE	EA	60520	FORAY	Y	1034	$ 0.36	588290
160	STAPLE REMOVER	EA		HOUSE OR GENERIC	N/A	72	$ 0.23	427111
161	STAPLER, STANDARD, FULL STRIP, BLACK, COMMERCIAL METAL	EA	44401	SWINGLINE	Y	244	$ 6.64	908194
162	STAPLER, STANDARD, FULL STRIP, BLACK, PLASTIC	EA	SWI54501	SWINGLINE	Y	245	$ 2.79	908210
163	STAPLES, STANDARD, 1/4", 5000/BX	BX	SWI35108	SWINGLINE	Y	695	$ 0.52	320960
164	TAPE, MASKING, 1" X 60 YDS	RL	26001	HIGHLAND	Y	239	$ 1.19	666537
165	TAPE, TRANSPARENT, 3/4" X 1296"	RL	MMM600-341296	SCOTCH	N	226	$ 2.29	172395
166	TAPE, TRANSPARENT, 3/4" X 1296", 6/PK	PK	MMM600-6PK	SCOTCH	N	128	$ 10.99	597020
167	TAPE, MAGIC 810, 3/4" X 1000', 12/PK	PK	MMM810K12	SCOTCH	N	105	$ 19.59	875250
168	YARN, ROVING, ACRYLIC, 9 COLOR ASSORTMENT W/ DISPENSER, 450 FT EA	PK	PAC00130	PACON	N	6	$ 58.56	450748
169	YARN, ROVING, ACRYLIC, 450 FT, BLACK	EA	PAC07306	PACON	N	28	$ 5.95	340232
170	YARN, ROVING, ACRYLIC, 450 FT, BROWN	EA	PAC07026	PACON	N	23	$ 3.26	340240
171	YARN, ROVING, ACRYLIC, 450 FT, HOT PINK	EA	PAC07256	PACON	N	9	$ 3.26	340257
172	YARN, ROVING, ACRYLIC, 450 FT, DARK BLUE	EA	PAC07196	PACON	N	11	$ 3.26	340265
173	YARN, ROVING, ACRYLIC, 450 FT, DARK GREEN	EA	PAC07146	PACON	N	11	$ 5.95	340695
174	YARN, ROVING, ACRYLIC, 450 FT, LIGHT BLUE	EA	PAC07166	PACON	N	7	$ 3.26	340711
175	YARN, ROVING, ACRYLIC, 450 FT, LIGHT GREEN	EA	PAC07126	PACON	N	11	$ 3.26	340729
176	YARN, ROVING, ACRYLIC, 450 FT, LAVENDER	EA	PAC07346	PACON	N	3	$ 3.26	340737
177	YARN, ROVING, ACRYLIC, 450 FT, ORANGE	EA	PAC07106	PACON	N	16	$ 3.26	340745
178	YARN, ROVING, ACRYLIC, 450 FT, PURPLE	EA	PAC07356	PACON	N	7	$ 3.26	340752
179	YARN, ROVING, ACRYLIC, 450 FT, RED	EA	PAC07036	PACON	N	23	$ 5.95	340778
180	YARN, ROVING, ACRYLIC, 450 FT, WHITE	EA	PAC07006	PACON	N	30	$ 5.95	340786
181	YARN, ROVING, ACRYLIC, 450 FT, YELLOW	EA	PAC07086	PACON	N	28	$ 5.93	340794
	*added Copy Paper 8.5.x.11, 20 lb. Office Depot Brand Red top 10 Ream/CASE	CS	851001OD	DOMTAR Paper Co LLC		—	$34.99	348037
			TOTAL ANNUAL ESTIMATED PURCHASES			$855,000.00		

OPERATIONAL SUMMARY AND REQUIREMENTS

Newport Mesa Unified School District seeks to retain a qualified vendor to provide Office and School Supplies/Equipment to all school sites, administrative offices, and central warehouse. The District makes no guarantee and shall not be obligated to purchase any specific quantity of the product and/or services specified herein. The District reserves the right to increase or decrease quantities as the District determines is in its best interest and according to operational requirements.

ORDERING PROCESS

1. The District's Purchasing Department shall place orders on an as needed basis, primarily online, but also with the options to place orders by fax, by phone, or via email.
2. Deadline to place orders shall be 5 p.m. for next business day delivery.
3. An order confirmation must be sent via email once order has been placed.
4. On-line access to vendor website must have password security.
5. No item is to be substituted without prior written approval.
6. No contact is to be made by vendor to any District site except the Purchasing Department, unless prior approval is given from the Purchasing Department.
7. Orders placed must be delivered by the vendor in the units of issuance as specified on the pricing sheets herein. There shall be no restrictions, by the successful vendor, as to minimum or maximum quantities placed.

ONLINE ORDERING SYSTEM REQUIREMENTS

1. If the District elects to use the vendor's on-line ordering system, vendor shall provide a secure, real time, on-line, internet based, ordering system which will allow the District's Purchasing Department, School Sites, and Administrative Departments to place orders via Windows-based personal computers (PC).
2. Ordering system shall operate during normal District business hours and shall allow 24 hour access.

3. Vendor shall grant access to individual users by validating unique usernames and passwords.

4. Vendor shall grant an online ordering system with an order approval path. The order approval path must be capable of having up to five approvers per order.

5. Vendor shall grant an online ordering system that can provide the capability to create shopping lists and "saved" orders.

6. Vendor shall grant an online ordering system that can provide a future delivery date option.

7. Vendor shall provide contract prices whenever costs are shown.

8. Vendor shall provide contract list on the ordering system.

9. Vendor shall allow users to check on the delivery status of a previously placed order.

10. Vendor shall allow the Purchasing and Accounts Payable Departments to be able check online for delivery status for all orders, with an option to print the proof-of deliveries.

11. Vendor shall provide email confirmation when an order is successfully placed.

12. Vendor shall grant the ability for the Purchasing Department to have internal account management in order to create, update, and maintain ship-to information, user names and passwords.

13. Vendor shall grant the ability for the Purchasing Department to have internal account management in order to approve, view, or cancel any placed order.

14. Vendor shall provide a mandatory "Attention" Field to be populated in the Checkout screen as a requirement for order completion, and this Attention Field must be listed on all packing slips related to that order.

15. Vendor shall provide a mandatory "PO Number" Field to be populated in the Checkout screen as a requirement for order completion, and this PO Number must be listed on all packing slips related to that order.

16. Vendor shall provide an option to enter a Default PO Number that would automatically appear in the Check Out Screen if nothing is populated.

DISCREPANCIES

1. All discrepancies are to be submitted to vendor via fax, on-line, or by email.

2. All order discrepancies shall be handled between the Purchasing Department and vendor, and not the individual sites.

3. Discrepancy items are to be picked up within 5 to 7 business days from time of notification or submittal of discrepancy.

4. Hard copies or electronic copies of credit memos on discrepancy items shall be issued within 30 days of receipt of return and mailed to the District, attention Accounts Payable.

5. Items received incorrectly by District due to vendor error are to be replaced by vendor.

6. Items received incorrectly by District due to District error will be re-ordered by District.

DELIVERIES

1. All items ordered shall be delivered to the "direct delivery" address of the authorized District location.

2. Successful bidder's distribution center must be located within 50 miles of District Central Warehouse and Purchasing Dept. to facilitate same day emergencies if necessary or should they occur.

3. Once order has been delivered, the ability to review and print proof of delivery must be available within 24 hours of delivery to the school site or department that generated the order, as well as the Purchasing and Accounts Payable Departments. The proof of delivery must include a signature of the person who signed for the delivery (if applicable), the Purchase Order number, the date of delivery, and the tracking number if order was not shipped via vendor truck.

4. All orders for in stock items placed by 5:00 p.m. must be delivered on the next business day by 2:30 p.m. for school locations and by 3:30 p.m. for administrative offices or Central Warehouse, except holidays.

5. Deliveries may not be left without obtaining signature of a school site, administrative site or Central Warehouse representative.

6. Freight terms are to be FOB Destination, Freight Prepaid, no charge. ***

7. Delivery is to be made to all District sites and administrative departments, including central warehouse.

8. All deliveries shall include off loading and inside delivery. Delivery vehicles must be equipped with a lift gate, hand truck, or other apparatus necessary to complete inside delivery.

9. All orders must include a packing slip in or on package number one (1), and the packing slip must list the PO Number and Attention Field.

INVOICES

1. All invoices are to be sent electronically via CXML format on a daily basis to the District.

2. Statements are to be mailed or emailed to the District on a monthly basis only, attention Accounts Payable.

3. All invoices are to include the following:
   a. Invoice number and date
   b. Purchase Order Number
   c. Requisition Number
   d. Vendor Order Number
   e. Date of order
   f. Date order was delivered
   g. Items and quantities ordered
   h. Ship to name and address
   i. Contract price of each item shipped
   j. Tax rate
   k. Tax amount
   l. Total invoice amount

4. Under no circumstances shall the District be liable for any late fees or interest charges.

5. Serial numbers must be provided for all equipment if applicable.

TRAINING

In the event the District uses the on-line ordering system, the vendor shall provide training to District staff who will be users of the web based on-line ordering system, at no additional cost to the District. Training is to be comprehensive of all aspects of the system and its full operational capabilities. Training shall be available to all users and shall be provided prior to the release of the custom on-line ordering system for District user access to begin ordering. The training dates shall be determined at a later date and the training sessions shall be conducted at one or more locations defined by the District. Training shall be provided on an as needed basis for the term of the contract.

The District will notify vendor if additional training sessions are necessary during the term of the contract. The Vendor shall have dedicated customer service representatives available to the District Monday through Friday during normal business hours (8:00 a.m. – 4:30 p.m.) to coordinate training and all customer service needs. Phone support for all user training issues shall be available to the District during these hours.

Training manuals shall be available for District users of the system at the training sessions. One training manual shall be provided by the vendor to each District employee participating in the training sessions. Throughout the term of the contract, the vendor shall be required to provide, upon request by the District at no additional charge, printed user manuals detailing on-line ordering system operations, features, etc.

DEMONSTRATION OF ONLINE ORDERING SYSTEM

At any time after the submittal of bids, vendor must be able to demonstrate its web based on-line capabilities at the District's designated locations. Failure to provide this requirement will be cause for rejection of the vendor's bid.

GENERAL CONDITIONS

1. TERM: The term of this agreement shall be for a one (1) year period from the date of the award, renewable annually, by mutual written consent, for an additional two (2) years. The option may be exercised by the District, providing thirty (30) days written notice is given and accepted by the successful vendor. Contract period not to exceed three (3) years per Ed. Code 17596.

2. FIRM PRICES: All prices are to remain firm for a minimum of one year from the date of the award of a contract by the District's Governing Board.

3. PRICE ADJUSTMENTS: No price changes are permitted during the first year of the contract, after which prices quoted may be subject to adjustment (increase or decrease) in accordance with corresponding changes in Manufacturer's published prices or consumer promotions. Prices shall not be increased more than the Consumers Price Index for the greater Los Angeles/Orange County metropolitan area or four percent (4%), whichever is less, as published by the U.S. Dept of Labor, Bureau of Labor Statistics at: http://www.bls.gov/cpi/. The base period will be April 2015 to March 2016. The most recent available index is 231.567 in December 2014.

   In the event of a price decline, such lower prices are to be immediately extended to the Newport-Mesa Unified School District. In addition, within 24 hours of any price decrease, the District shall be notified in writing of such changes and pending orders shall reflect the newer price.

4. NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS: This is an indefinite-quantity bid. Vendors shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed to the District at prices quoted. Orders may be placed by the District as needed to maintain all of the District's facilities.

5. DELIVERIES: All deliveries are required within one (1) business day after receipt of purchase order, with the exception of back orders beyond the control of the vendor. Deliveries are to be made to the District Warehouse, 2985-B Bear Street, Costa Mesa, California, or to other various district sites and administrative departments. Bidder shall state earliest delivery time on Bid Form. The District reserves the right to cancel any order not received within the time stated by the vendor in its bid documents. Delivery time will be a factor in the award of the contract.

6. WORKER'S COMPENSATION: In accordance with the provisions of Section 3700 of the Labor Code, the Vendor shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with the District the following certificate prior to performing the work: "I am aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the bid documents.

7. NON-DISCRIMINATION: It is the policy of the District that in connection with all work performed under contracts, there be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, martial status, physical disability, mental disability, or medical condition. The vendor agrees to comply with applicable Federal and state laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the vendor agrees to require like compliance by any subcontractors employed on the work by such vendor.

8. HOLD HARMLESS: The Vendor awarded the contract shall 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 caused by any act, omission, neglect, or default of the vendor, or any person, firm, or corporation employed by the vendor, either directly or by independent contract, arising out of, or in any way connected with the contract, whether said injury or damage occurs either on off District property, if the liability arose from the negligence or willful misconduct of anyone employed by the vendor, either directly or by independent contract.

   b. The vendor, at it's own expense, cost, and risk shall defend at District's request, any and all actions, suits, or other proceedings that may be brought or instituted against the District, its governing board, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its governing board, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

9. FORCE MAJEURE CLAUSE: The parties to the contract shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. NO ASSIGNMENT: The vendor shall not assign, transfer, or convey the contract sublet or otherwise dispose of the items appearing on this form which may be awarded, or any right accruing there under, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.

11. INVOICES AND PAYMENT: Unless otherwise specified, the vendor shall render invoices under the purchase order. Invoices shall be submitted immediately in a form acceptable to the District, including either hard copy or electronic transmission, i.e., email, under the same firm name as shown on the purchase order. The vendor shall list separately any applicable taxes payable by the District. The District shall make payment for Office and School Supplies/Equipment furnished under the purchase order within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District representative. Terms of payment are Net 30 days or 2% net 10. District will pay early if discounts are given.

12. DRUG-FREE WORKPLACE CERTIFICATION: Pursuant to Government Code Sections 8350 et seq., the vendor will be required to execute a Drug-Free Workplace Certificate. The vendor will be required to take positive measures outlined in the certificate in order to insure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the contract or suspension of payment there under.

13. NONCOLLUSION AFFIDAVIT: In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a non-collusion declaration.

14. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS: The vendor hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel the contract at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

15. NO GUARANTEE: The District provides no guarantees to the usage of this contract.

16. AUTHORIZED DISTRIBUTOR: Vendor must be an authorized distributor for the product offered, or with their bid they must submit documentation from an authorized distributor that is has purchased the specified product/equipment from that distributor and that the distributor will honor all the manufacturer's warranties.

17. COMPLIANCE WITH OSHA –Vendor agrees that all item(s) offered comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards and regulations, and that Vendor will indemnify and hold the District harmless for any failure to so conform.

18. SAFETY – All products delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety and to the California Occupational Safety and Health Act of 1973.

19. WARRANTY – Vendor shall warrant all materials and equipment furnished under the terms of this contract, against poor and inferior quality, for a period of not less than **one (1) year** from the date of the final acceptance by the District. Time is of essence of this contract. While under warranty, Vendor shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of the District operations.

20. ATTORNEY FEES – In the event a suit or action is instituted in connection with any controversy arising out of this contract, each party shall bear its own costs and attorney fees.

21. LAWS GOVERNING CONTRACT – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that this contact was entered into in the County of Orange, in the State of California. The parties further stipulate that the County of Orange, California, is the only appropriate forum for any litigation resulting from a breach hereof.

22. CATALOG PURCHASES - The District requests the option to purchase additional items from vendor's catalog not listed in bid. Please state percent discount to deduct from catalog list prices at the designated place on the Bid Form. **Vendor must provide two (2) copies of its available catalog with its bid.**

23. HAZARDOUS MATERIALS/SUBSTANCES: If any product that will be delivered or supplied to the District as a result of this bid is listed in the Hazardous Substances list of Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the vendor must include a Material Safety Data Sheet (MSDS) with the delivery/shipment. All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential hazards.

24. INSURANCE DOCUMENTS: To the fullest extent permitted by law, The District, its officers, officials, employees, and volunteers are to be covered as insureds as respects as respects any and all liability arising out of, or pertaining to, products of the Vendor; and with respect to liability arising out of automobiles owned, leased, hired, or borrowed by Vendor.

The Vendor's insurance coverage shall be primary insurance as respects the District, it's officers, officials, employees, and volunteers. Any insurance or self-maintained by the District, it's officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.

Waiver of subrogation
Vendor hereby grants to District a waiver of any right to subrogation which any insurer of said contractor may acquire against the District by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Vendor shall within ten (10) business days after notice of award by the District sign and deliver to the District all certificates of insurance and other documents as described in the General Conditions. All insurance required shall be provided by a surety admitted to transact business in the State of California. Liability, Automobile and Worker's Compensation carriers shall possess a current Best's Rating of A- or better.

Verification of coverage
Vendor shall furnish the District with certificates and endorsements affecting coverage required by the agreement/contract. The endorsements are to be signed by the person authorized by that Insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Minimum coverages shall be as follows:

(a) General Liability Insurance for injuries including accidental death, to any one person in an amount not less than $1,000,000 per occurrence.

(b) Subject to the same limit for each person on account of one accident, in an amount not less than $1,000,000 per occurrence.

(c) Property Damage Insurance in an amount not less than $1,000,000 per occurrence.

(d) Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less than $1,000,000 per occurrence.

(e) Statutory Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California.

(f) An endorsement to said policy(s) naming DISTRICT and its governing Board, officers, agents and employees as additional insured under the contract.

(g) A thirty (30) day written notice to DISTRICT of cancellation or reduction in coverage, except for nonpayment of premium for which notice shall be ten (10) days.

25. NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK FORM: The criminal records check applies only to employees who physically conduct their work on District property and could encounter pupils as a result of their duties, such as delivery drivers, technicians, or sales personnel.

REFERENCES

Please list references located in either Los Angeles or Orange County for contracts awarded to vendor during the past two years. The minimum value of the contract for the references listed below should be $100,000.

1. Name of Reference: Hawthorne Unified School District
   Address: 14120 S. Hawthorne Blvd.
   City/State/Zip: Hawthrone, CA 90250
   Contact Person: Gioconda Padilla Telephone: 310.676.2276
   Value of Contract: $266,000 Contract Duration: 2010 to present

2. Name of Reference: El Monte Union High School District
   Address: 3617 Cypress Ave.
   City/State/Zip: El Monte, CA 91731
   Contact Person: Rosana McLeod Telephone: 626.258.4905
   Value of Contract: $165,000 Contract Duration: 2010 to present

3. Name of Reference: Lynwood Unified School District
   Address: 11321 Bullis Road
   City/State/Zip: Lynwood, CA 90262
   Contact Person: Keith Webster Telephone: 310.886.1662
   Value of Contract: $372,000 Contract Duration: 2012 to present

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Public Contract Code section 7106)

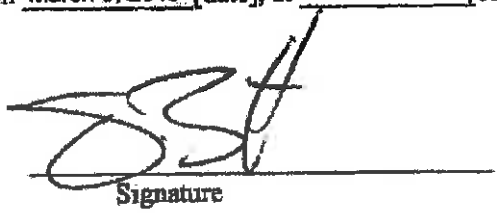
The undersigned declares:

I am the Vice President of Office Depot, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on March 5, 2015 [date], at Boca Raton [city], Florida [state].



Signature

Tim Burgett

Print Name

BID# 114-15

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Office Depot, Inc.
Name of the Vendor

By: _____
Signature

Tim Burgett
Print Name

Vice President
Title

March 5, 2015
Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

BID# 114-15

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) establishing a drug-free awareness program to inform employees about all of the following:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) the availability of drug counseling, rehabilitation and employee-assistance programs;

4) the penalties that may be imposed upon employees for drug abuse violations;

c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Office Depot, Inc.
NAME OF CONTRACTOR

Signature

Tim Burgett
Print Name

Vice President
Title

March 5, 2015
Date

NOTICE REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder, kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping, holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

BID# 114-15

CRIMINAL RECORDS CHECK CERTIFICATION
AB 1610, 1612 and 2102

To the Governing Board of Newport-Mesa School District:

I, _____ certify that:
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.

2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____.
Date

_____
Signature

_____
Typed or printed name

_____
Title

_____
Address

_____
Telephone

**Office Depot does not share its employees' personal identifiable information. However, upon receipt of award, Office Depot will run background checks as required by the District and will provide to the District attestations certifying that the background checks have been run on the employees who will be performing the work and that such persons have not been convicted of a violent or serious felony as defined in the Notice and in the Penal Code Section 1192.7.

TOBACCO USE POLICY

In the interest of public health, the Newport-Mesa Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Newport-Mesa Unified School District. Failure to abide with these conditions could result in the termination of the contract.

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of the contract, the Vendor agrees to abide by the terms of this Tobacco Use Policy..

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that the Vendor will adhere to the requirements of the policy.

Office Depot, Inc.
Name of Vendor

Signature

Tim Burgett
Print Name

Vice President
Title

March 5, 2015
Date

BID #114-15

NEWPORT-MESA UNIFIED SCHOOL DISTRICT
P.O. BOX 1366, NEWPORT BEACH, CA 92663

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

In order to comply with Internal Revenue Service regulations and to satisfy Form 1099 reporting requirements, we are required to obtain your Social Security Number (SSN) or Employer Identification Number (EIN). Failure to provide this information may subject you to the 31% backup withholding required by the Internal Revenue Service.

DATE: 3/5/15

VENDOR #: _____

LEGAL BUSINESS NAME: Office Depot, Inc.

ADDRESS: 3600 North Military Trail

CITY/STATE/ZIP: Boca Raton, FL 33496

PHONE: 561.438.4800 FAX: 5800.593.8830

LEGAL ORGANIZATION	SOCIAL SECURITY NUMBER	EMPLOYER ID NUMBER
INDIVIDUAL	___-___-___	___-___
SOLE PROPRIETORSHIP	___-___-___	___-___
PARTNERSHIP	XXXXXXXXXXXXXXXXX	___-___
ESTATE / TRUST	XXXXXXXXXXXXXXXXX	___-___
CORPORATION	XXXXXXXXXXXXXXXXX	59 - 2663954
SUB S CORPORATION	XXXXXXXXXXXXXXXXX	___-___
GOVERNMENTAL	XXXXXXXXXXXXXXXXX	___-___
EXEMPT ORGANIZATION	XXXXXXXXXXXXXXXXX	___-___

OWNERSHIP CONTROL AND SIZE STATUS (PUBLIC LAW 95-507) CHECK BELOW

OWNED: Minority ____ Women ____ Disabled ____ Other ____

SIZE: Small Business _____ Large Business X

CERTIFICATION STATEMENT

I certify that (1) the legal organization and tax identification number shown on this form are correct:
(2) that I am not subject to backup withholding
(3) that I am duly authorized to complete this form.

SIGNATURE: _____ DATE: 03 / 05 / 2015

TITLE: Tim Burgett, Vice President

The Internal Revenue Service requires an original signature. We cannot accept a FAX copy.
Thank you for your cooperation.

MAIL COMPLETE FORM TO:

Newport-Mesa Unified School District
Accounts Payable Department
2985 Bear St, Costa Mesa, CA 92626

Office DEPOT. OfficeMax

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March 5, 2015

Office Depot Letter of Clarification to Newport-Mesa Unified School District

INFORMATION FOR BIDDERS

17. DELIVERY INSTRUCTIONS: Timely delivery is essential. Delivery time shall be a factor in determining the award, as well as quality and price. Delivery shall be F.O.B. Destination, Newport-Mesa Unified School District, freight included, inside delivery, to the delivery location designated by the ordering school and/or administrative department for all transactions. No additional cost of shipping, handling, fuel surcharge, unloading or inside delivery charges will be allowed or accepted at any time during the contract period. Terms of Sale: Net 30 days. Vendor shall be required to deliver in stock equipment/supplies to various District 3 locations (up to approximately 40 sites) within one (1) business day upon receipt of order.

Office Depot agrees that all products on the Bid Form Contract Price List will be delivered freight free. All other products ordered under any resulting agreement will also be FOB Delivered with the following exceptions: Any items exceeding 70 lbs and/or 110" in length/width will be assessed a special handling charge that will be determined by the distance of the customer's location from the Office Depot distribution center. That fee will be visible on the BSD website at order placement time. Special order items and deliveries in AK, HI and PR may incur additional fees which will be advised prior to placing the order.

Office Depot will deliver all in-stock items for orders that are received by 5 pm (faxes 3 pm) next day to the District. The only exception to this would be in the event there is an occasional order that requires special handling due to its size or delivery requirements. In that event, the user would be notified of the delivery date.

20. INCLUSIVE PRICING: Proposed pricing shall be inclusive of all and any cost charged to the District, including cost of manufacture, packing, preservation, marking, handling, loading/unloading, removal of debris, unused equipment and supplies, transportation, installation, training and maintenance, among others, through the contract period.

Office Depot agrees that all products on the Bid form Contract List will be delivered freight free. All other products ordered under any resulting agreement will also be FOB Delivered with the following exceptions: Any items exceeding 70 lbs and/or 110" in length/width will be assessed a special handling charge that will be determined by the distance of the customer's location from the Office Depot distribution center That fee will be visible on the BSD website at order placement time. Special order items and deliveries in AK, HI and PR may incur additional fees which will be advised prior to placing the order.

36. INSURANCE: Bidder agrees to carry comprehensive general and automobile liability insurance with limits of One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Bidder and District against liability or claims of liability which may arise out of the contract. In addition, Bidder, agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this Policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than Ten (10) days from award of bid, Bidder shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Bidder agrees to name District and its governing board, officers, agents and employees as additional insureds under said policy. Bidder agrees to maintain current insurance certificates and endorsements on file with the District for the term of the contract.

All insurance shall be provided by a surety admitted to transact business in the State of California. Liability, Automobile and Worker's Compensation carriers shall possess a current Best's Key Rating of A minus or better.

Statutory Worker's Compensation insurance shall be in accordance with sections 3700 and 3800 of Labor Code at the State of California.

Refer to Item 24 in General Conditions.

Office Depot can provide standard Accord Memorandum of Insurance that will indicate the Office Depot insurance coverage amounts and will name the District and its governing board, officers, agents and employees as additional insureds as requested. A sample of that form accompanies our response.

OPERATIONAL SUMMARY AND REQUIREMENTS

ORDERING PROCESS

2. Deadline to place orders shall be 5 p.m. for next business day delivery.

If ordering by fax, faxes must be received by 3pm in order to provide next business day delivery.

ONLINE ORDERING SYSTEM REQUIREMENTS

2. Ordering system shall operate during normal District business hours and shall allow 24 hour access.

Office Depot's ordering system is available 24/7 with the exception of various times for routine system maintenance.

DELIVERIES

6. Freight terms are to be FOB Destination, Freight Prepaid, no charge.

Office Depot agrees that all products on the Bid form Contract List will be delivered freight free. All other products ordered under any resulting agreement will also be FOB Delivered with the following exceptions: Any items exceeding 70 lbs and/or 110" in length/width will be assessed a special handling charge that will be determined by the distance of the customer's location from the Office Depot distribution center. That fee will be visible on the BSD website at order placement time. Special order items and deliveries in AK, HI and PR may incur additional fees which will be advised prior to placing the order.

GENERAL CONDITIONS

3. PRICE ADJUSTMENTS: No price changes are permitted during the first year of the contract, after which prices quoted may be subject to adjustment (increase or decrease) in accordance with corresponding changes in Manufacturer's published prices or consumer promotions. Prices shall not be increased more than the Consumers Price Index for the greater Los Angeles/Orange County metropolitan area or four percent (4%), whichever is less, as published by the U.S. Dept of Labor, Bureau of Labor Statistics at: http://www.bls.gov/cpi/. The base period will be April 2015 to March 2016. The most recent available index is 231.567 in December 2014.

In the event of a price decline, such lower prices are to be immediately extended to the Newport-Mesa Unified School District. In addition, within 24 hours of any price decrease, the District shall be notified in writing of such changes and pending orders shall reflect the newer price.

Office Depot will perform a price review on all Bid Form Contract Prices on a quarterly basis and in the event any item qualifies for a price decrease under this section it will be presented to the District on writing and those decreases will go into effect 48 – 96 hours after written approval from the customer (email allowed).

23. HAZARDOUS MATERIALS/SUBSTANCES: If any product that will be delivered or supplied to the District as a result of this bid is listed in the Hazardous Substances list of Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the vendor must include a Material Safety Data Sheet (MSDS) with the delivery/shipment. All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential hazards.

Office Depot will make MSDS sheets available online or upon request from your sales representative.

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March 5, 2015

Office Depot Pricing Summary Page

CORE LIST PRICING. Office Depot proposes to supply to the District those office products as listed in the Bid Form Contract Price List at the prices listed. With the exception of paper and toner/ink items, Core List pricing will be held firm for one year from the Effective Date and thereafter will be updated on an annual basis. Pricing for paper and toner/ink items on the Core List will be firm for 90 days and will then fluctuate with market conditions. Office Depot will provide thirty days' notice of any paper price change. Upon request, and when available, Office Depot shall provide the District with manufacturer documentation to verify that paper and toner/ink price adjustments are being appropriately passed through to the District.

NON-CORE ITEM PRICING. Items not on the Core List (**"Non-Core Items"**), but which are identified in the primary printed catalog in use for account customers (also known as "contract" customers) of the Business Solutions Division that is in circulation at the time of the order (**"BSD Catalog"**), will be priced at the following discounts from list price:

Product Category	% Discount From List
Copy Paper	75%
Business Machines	10%
Toner and Ink	30%
Printing	40%
Office Supplies	53%
Furniture	40%
School and Classroom Supplies	55%

Discounts will be firm for the term of the contract.

List price will be the Office Depot System List Price which shall update automatically.

Products within categories are determined by Office Depot in its sole discretion in accordance with its standard classifications.

The above discounts shall not apply to (i) products in the following categories (as such categories are identified on www.officedepot.com): Breakroom Supplies &, Food and Beverage, Mail Room and Shipping Supplies, Gift Cards, and Warranties; and (ii) clearance items and promotional items, including, but not limited to, Instant Savings, Coupon Savings, Mail-In Savings, and Bundled Savings (collectively, **"Excluded Categories"**).

Non-Core Items that are not identified in the BSD Catalog shall not be subject to the above discounts. Rather, prices for such items, as well as Excluded Categories, will be established by Office Depot in its discretion and will be presented to the District at the time of order placement.

Office Depot Value-Added Program for the District
In reviewing the Core List of items we noticed the absence of copy paper that is commonly purchased in small quantities by most school districts that we serve. As a result, the District will find that we have added copy paper (sku= 348037) to the master Core List as convenience to the purchasing entities. Pricing for this item will be firm for 90 days from the effective date of any resulting agreement and will then fluctuate based upon market conditions. Office Depot will provide the District with 30 days' notice of any pricing change of this product.

Payment Terms- Office Depot payment terms are Net 30 days

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Delivery - Office Depot will deliver all in-stock items that are ordered by 5:00 pm (3:00 pm by fax) the next business day.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/09/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA INC.
540 W. MADISON
CHICAGO, IL 60661
Attn: Chicago.CertRequest@marsh.com | Fax: 212-948-0770

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	National Union Fire Insurance Company	19445
INSURER B :	New Hampshire Insurance Company	23841
INSURER C :	Insurance Company of the State of Pennsylvania	19429
INSURER D :	N/A	N/A
INSURER E :		
INSURER F :		

INSURED
Office Depot, Inc. & its Subsidiaries
including Office Max Inc.
6600 North Military Trail
Boca Raton, FL 33496

COVERAGES **CERTIFICATE NUMBER:** CH-004908761-09 **REVISION NUMBER:** 13

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GL 7266928	05/01/2014	05/01/2015	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
	X SELF-INSURED RETENTION						PERSONAL & ADV INJURY	$ 2,000,000
	(SIR) $1,000,000						GENERAL AGGREGATE	$ 15,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			CA 3219465 (AOS)	05/01/2014	05/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
A	X ANY AUTO			CA 3219466 (VA)	05/01/2014	05/01/2015	BODILY INJURY (Per person)	$
A	ALL OWNED AUTOS / SCHEDULED AUTOS			CA 3219467 (MA)	05/01/2014	05/01/2015	BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 026034981 (AOS)	05/01/2014	05/01/2015	X WC STATU-TORY LIMITS / OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A			WC 026034985 (CA)	05/01/2014	05/01/2015	E.L. EACH ACCIDENT	$ 2,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			WC 026034986 (FL)	05/01/2014	05/01/2015	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
B				WC 026034990 (WI, ND, WY)	05/01/2014	05/01/2015	E.L. DISEASE - POLICY LIMIT	$ 2,000,000
C	WORKERS COMPENSATION CONT.			WC 026034989 (MA)	05/01/2014	05/01/2015	LIMITS SAME AS ABOVE	
B	WORKERS COMPENSATION CONT.			WC 026034988 (OR)	05/01/2014	05/01/2015	LIMITS SAME AS ABOVE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Office Depot, Inc.
6600 North Military Trail
Boca Raton, FL 33496

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Manashi Mukherjee

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AGENCY CUSTOMER ID: 995703
LOC #: Chicago

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA INC.	Office Depot, Inc. & Its Subsidiaries including Office Max Inc 6600 North Military Trail Boca Raton, FL 33496
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

ADDITIONAL WORKERS COMPENSATION POLICIES

CARRIER: NEW HAMPSHIRE INS COMPANY
POLICY NUMBER: WC 028034983 (AK,AZ,GA,VA)
POLICY TERM: 05/01/2014 - 05/01/2015
WORKERS COMPENSATION: STATUTORY LIMIT
EMPLOYERS LIABILITY EACH ACCIDENT: $2,000,000
EMPLOYERS LIABILITY DISEASE-POLICY LIMIT: $2,000,000
EMPLOYERS LIABILITY DISEASE-EACH EMPLOYEE: $2,000,000

CARRIER: NEW HAMPSHIRE INS COMPANY
POLICY NUMBER: WC 028034982 (KY,NC,NH,UT,VT)
POLICY TERM: 05/01/2014 - 05/01/2015
WORKERS COMPENSATION: STATUTORY LIMIT
EMPLOYERS LIABILITY EACH ACCIDENT: $2,000,000
EMPLOYERS LIABILITY DISEASE-POLICY LIMIT: $2,000,000
EMPLOYERS LIABILITY DISEASE-EACH EMPLOYEE: $2,000,000

CARRIER: NEW HAMPSHIRE INS COMPANY
POLICY NUMBER: WC 028034984 (NJ, PA)
POLICY TERM: 05/01/2014 - 05/01/2015
WORKERS COMPENSATION: STATUTORY LIMIT
EMPLOYERS LIABILITY EACH ACCIDENT: $2,000,000
EMPLOYERS LIABILITY DISEASE-POLICY LIMIT: $2,000,000
EMPLOYERS LIABILITY DISEASE-EACH EMPLOYEE: $2,000,000

CARRIER: NEW HAMPSHIRE INS COMPANY
POLICY NUMBER: WC 028034987 (ME)
POLICY TERM: 05/01/2014 - 05/01/2015
WORKERS COMPENSATION: STATUTORY LIMIT
EMPLOYERS LIABILITY EACH ACCIDENT: $2,000,000
EMPLOYERS LIABILITY DISEASE-POLICY LIMIT: $2,000,000
EMPLOYERS LIABILITY DISEASE-EACH EMPLOYEE: $2,000,000

CARRIER: NATIONAL UNION FIRE INSURANCE COMPANY
POLICY NUMBER: XWC 6635283 (OH)
POLICY TERM: 05/01/2014 - 05/01/2015
WORKERS COMPENSATION: STATUTORY LIMIT
EMPLOYERS LIABILITY EACH ACCIDENT: $2,000,000
EMPLOYERS LIABILITY DISEASE-POLICY LIMIT: $2,000,000
EMPLOYERS LIABILITY DISEASE-EACH EMPLOYEE: $2,000,000

WORKERS COMPENSATION SIR VALUE: $1,000,000

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Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
OFFICE DEPOT, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 5
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
6600 NORTH MILITARY TRAIL

Requester's name and address (optional)

6 City, state, and ZIP code
BOCA RATON, FL 33496

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
5 9 – 2 6 6 1 9 5 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Patricia C. Ribbs Date ▶ 1-5-2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

13.v.57

Laguna Beach Unified School District

13.w. CONSENT/ACTION **April 21, 2015**

Approval: **Agreement for Contracted Services with the Orange County Department of Education for Bi-Tech System Support and Implementation and Software Support Services with a Not-to-Exceed Amount of $17,723 for Fiscal Year 2015-2016.**

Proposal

It is proposed that the Board of Education approve a contract with Orange County Department of Education for Bi-Tech System Support and Implementation and Software Support Services for the 2015-2016 fiscal year with a not-to-exceed amount of $17,723.

Background

The District engaged the Orange County Department of Education on July 1, 1997, for annual software support services for the Bi-Tech System. The County evaluates software support service charges annually for possible upward or downward adjustments. The charges for annual software support for fiscal year 2015-2016 are based on the size of the District, the actual costs incurred by the County in supporting Bi-Tech software, support of the Site Finance System and the Fixed Assets System and specific services provided to the District.

The 2014-2015 fiscal year contract had a not-to-exceed amount of $16,878. This proposal will renew the contract with a not-to-exceed amount of $17,723 for the 2015-2016 school year.

Budget Impact

The not-to-exceed amount of $17,723 is included in and will be paid from the 2015-2016 General Fund budget.

Contract Components

Scope of Work:
CONTRACTOR will provide to the DISTRICT professional services for the operation of the Bi-Tech System, including on-going training services for present and future employees, future Bi-Tech software enhancements and support services. Services will include the Basic/Financial Budget System, the School Site Finance System, and the Fixed Assets System.

Compensation:
DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not-to-exceed seventeen thousand seven hundred twenty-three dollars **($17,723).** DISTRICT shall pay CONTRACTOR according to the following terms and conditions: Annual software support service charges due each fiscal year shall be paid by the DISTRICT in August of that fiscal year upon receipt of an itemized invoice from the County. Breakdown of the support and service fees is as follows:

1.	Support Services for Basic Financial/Budget System	14,151
2.	Support Services for School Site Finance System	1,859
3.	Support Services for Fixed Assets System	1,713
	TOTAL	**$17,723**

Expenses:
DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.

Recommended Action

It is recommended that the Board of Education approve a contract with Orange County Department of Education for Bi-Tech System Support and Implementation and Software Support Services for the 2015/2016 fiscal year with a not-to-exceed amount of $17,723.

Prepared by:

Teri Holloway
Administrative Assistant
Business Services

Submitted by:

Dean West
Assistant Superintendent
Business Services

Sherine Smith, Ed.D.
Superintendent of Schools

AGREEMENT NUMBER 36835

AMENDMENT #4
LAGUNA BEACH UNIFIED SCHOOL DISTRICT
SUNGARD BI-TECH SYSTEM
IMPLEMENTATION AND SOFTWARE SUPPORT SERVICE AGREEMENT

The AGREEMENT entered into May 11, 2011, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Laguna Beach Unified School District, 550 Blumont Street, Laguna Beach, California 92651, hereinafter referred to as DISTRICT, is hereby further amended as follows:

1.0 Section 5.0 PAYMENT shall be amended to read: DISTRICT agrees to pay SUPERINTENDENT the sum of Seventeen thousand seven hundred twenty-three dollars ($17,723.00) for annual software support service fees for fiscal year 2015-2016. Annual software support service fees due for each fiscal year shall be paid by DISTRICT on or before August 1st of that fiscal year upon receipt of an itemized invoice from SUPERINTENDENT. SUPERINTENDENT shall evaluate software support service charges annually, for possible upward or downward adjustments, based on SUPERINTENDENT'S actual costs to support SunGard Bi-Tech software. SUPERINTENDENT will provide DISTRICT written notice of the annual software support service fees due for the renewal period ninety (90) days prior to the end of each renewal period.

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2015 - 2016 Annual Software Support Service Fees

Basic Financial/Budget	$14,151.00
School Site Finance	$ 1,859.00
Fixed Assets	$ 1,713.00
	$17,723.00

2.0 Except as expressly herein amended, said AGREEMENT of May 11, 2011, shall in all respects be and remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: LAGUNA BEACH UNIFIED SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: _____ Authorized Signature
PRINTED NAME: _____	PRINTED NAME: Patricia McCaughey
TITLE: _____	TITLE: Coordinator
DATE: _____	DATE: April 1, 2015

Laguna Beach USD-Amendment #4(36835)-Bi-Tech Sungard 2015-2016
ZIP4

Laguna Beach Unified School District

13.x. CONSENT **April 21, 2015**

Approval/Ratification: School Readiness 2014/15 School Year: Preschool Partnership Between Laguna Beach Unified School District and the Laguna Beach Boys and Girls Club Preschool, Not to Exceed $20,000.

Proposal

It is proposed that the Board of Education approve continuation of funding to the Boys and Girls Club Preschool in an amount not to exceed $20,000 for the provision of school readiness/academic support services.

Background

As part of the LBUSD Strategic Plan, the District identified the Laguna Beach Boys and Girls Club as a key community partner and set a goal to collaborate in order to improve student outcomes. The preschool program at the Boys and Girls Club serves an average of 15 preschool students annually who live within district boundaries and who subsequently enter kindergarten in district schools. The District does not currently operate a general education preschool program. The District has identified readiness goals for students entering kindergarten consistent with the California Department of Education *Preschool Learning Foundations* Framework.

The Boys and Girls Club Preschool's adoption of the *Preschool Learning Foundations* addresses the four domains of:

- Social-Emotional Development
- Language and Literacy
- English-Language Development (for English Learners)
- Mathematics

The program also coordinates with the District Special Education Preschool Program to provide opportunities for District preschool students with special needs to interact with non-disabled peers, in compliance with federal and state statutes requiring such interaction.

Additionally, the Boys and Girls Club Preschool uses District-adopted instructional materials to further support students' academic achievement and participates in ongoing communication with District administration.

District staff will continue to evaluate the effectiveness of the partnership annually and provide recommendations to the Board of Education.

Budget Impact

The projected cost is not to exceed $20,000.

Recommended Action

It is recommended the Board of Education approve a Preschool Partnership between Laguna Beach Unified School District and the Laguna Beach Boys and Girls Club Preschool Program.

Prepared by:

Darlene Messinger
Assistant Superintendent
Instructional Services

Submitted by:

Sherine Smith, Ed.D.
Superintendent of Schools

Laguna Beach Unified School District

14. INFORMATION **April 21, 2015**

Common Core Site Leads – Laguna Beach High School

Proposal

It is proposed that the Board of Education hear a report about the transition to 21st Century thinking and learning from Laguna Beach High School Common Core Site Leads Kristin Cowles, Mindy Hawkins, Carrie Denton, and Janet Steele, along with Assistant Principal Lisa Brackez and Principal Chris Herzfeld.

Background

Laguna Beach High School staff will present an update on the transition to 21st Century thinking and learning. The presentation will include information on the implementation and positive impact of the Bring Your Own Device (BYOD) program; the integration of Smarter Balanced Assessment (SBAC) items into curriculum for increased school-wide awareness and skill development; the impact and status of Learning Walks; and the future direction of the implementation of Webb's Depth of Knowledge model for deeper thinking.

Recommended Action

No action is required; the presentation is for information purposes only.

Prepared by:

Victoria Webber
Executive Assistant
to the Superintendent

Submitted by:

Sherine Smith, Ed.D.
Superintendent of Schools

Laguna Beach Unified School District

15. INFORMATION **April 21, 2015**

Report on California Assessment of Student Performance and Progress (CAASPP)

Proposal

This report on the California Assessment of Student Performance and Progress (CAASPP) is provided for informational purposes to provide an overview of progress and status of our CAASPP testing plan and process.

Background

CAASPP replaces the old Standardized Testing and Reporting (STAR) Program. It currently consists of the Smarter Balanced (SBAC) computer adaptive math and language arts tests for grade 3-8 and 11; the California Standards Tests (CSTs) and California Modified Assessments (CMAs) in science in grades 5, 8, and 10; and the California Alternative Assessment (CAA) in grades 3-8 and 11. Students will be completing these tests starting in the middle of April and finishing in the beginning of June.

To prepare for the CAASPP testing, teachers are currently utilizing the SBAC Interim Assessments, which are very similar to the SBAC Summative Assessments, but are locally controlled and reported. Teachers can administer these tests in smaller blocks and receive limited results on student performance. These assessments also provide teachers and students practice logging in to the testing systems and manipulating the computer tools and question types.

Once all students complete the CAASPP Summative Assessments, results should be available within a few weeks. These results will be very different from the previous STAR student and school reports. Students' performance will be reported using a scale of 2000-3000 with four performance bands. Students will receive information regarding their performance on the mathematics and ELA claims rather than discrete clusters of standards. Additionally, as of yet, the method of reporting school and district results has yet to be publicized.

Budget Impact

There is no budget impact as this item is for informational purposes only.

Recommended Action

No action is required. This item is for informational purposes only.

Prepared by:

Amy Kernan
Coordinator, Assessment,
Accountability & Special Projects

Submitted by:

Darlene Messinger
Assistant Superintendent
Instructional Services

Sherine Smith, Ed.D
Superintendent of Schools

16. INFORMATION **April 21, 2015**

Review Laguna Beach High School Athletic Fields Slope Planting Plan

Proposal

It is proposed that the Board of Education receive a report from Jeff Dixon, Director of Facilities, on the planting types, locations, and tree attributes related to the recently completed LBHS slope planting and irrigation project.

Background

A local landscape architect, Ann Christoph, was retained by the district at the end of August in 2014 to design a new irrigation and planting plan for the slope surrounding the Laguna Beach High School athletic fields. The timeline for the development of the construction documents (plan) and construction were as follows:

- Construction documents completion - 9/30/2014
- 1st bid advertisement - 10/1/2014
- 2nd bid advertisement - 10/8/2014
- Mandatory pre-bid job walk - 10/8/2014
- Bid opening - 10/22/2014
- Board award of construction contract - 10/28/2014
- Construction completed - 12/19/2014
- End of maintenance period - 4/24/2015

The plants used included a variety of groundcovers, shrubs, succulents, trees, and hydro seed mix for temporary erosion control. There are 80 trees planted on the slope, which include:

Botanical Name	Common Name	Size	Quantity
Corymbia Ficifolia	Red Flowering Gum	15 gal.	18
Dracaena Draco	Dragon Tree	15 gal.	12
Eucalyptus Citridora	Lemon Scented Gum	5 gal.	10
Heteromeles Arbutifolia	Toyon	5 gal.	30
Quercus Agrifolia	Coast Live Oak	5 gal.	10

Of the trees planted, three varieties will likely reach or exceed 15 feet tall at full maturity: 1) Red Flowering Gum; 2) Lemon Scented Gum; and 3) Coast Live Oak. The Red Flowering Gum is located primarily at the base of the slope closest to the pedestrian sidewalk along St. Ann's Drive and Wilson Street. Five of the Lemon Scented Gums are planted along the top of slope along Wilson Street, closest to the visitor dugout and five are also planted along the middle/top of the slope along St. Ann's Drive extending from right field to center field. The Coast Live Oaks are planted intermittently along the top and middle of the entire slope. The Red Flowering Gum can grow anywhere between 7'-25' tall, Lemon Scented Gum can grow between 45'-90' tall, and Coast Live Oak can grow between 20'-70' tall. Staff will provide a brief presentation showing the locations where each tree has been planted, as well as discuss some attributes of the trees.

Budget Impact

There is no budget impact for this item.

Recommended Action

No action is required; the presentation is for information purposes only.

Prepared by:	Submitted by:	
Jeff Dixon Director of Facilities Business Services	Dean West Assistant Superintendent Business Services	Sherine Smith, Ed.D. Superintendent of Schools

Laguna Beach Unified School District

17. INFORMATION **April 21, 2015**

Board Policies – First Reading of Board Policy 4000: Concepts and Roles

Background

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies and Administrative Regulations and deleting Board Policies as necessary.

Recommended Action

The committee recommends the Board move the policy forward for a second reading at the May 12 Board meeting to approve updating Board Policy 4000: Concepts and Roles.

Prepared by:
Victoria Webber
Executive Assistant
to the Superintendent

Submitted by:
Sherine Smith, Ed.D.
Superintendent of Schools

Board Policy
Concepts And Roles

BP 4000
Personnel

The Governing Board recognizes that the success of district students and programs hinges on effective personnel. The Board desires to establish safe and supportive working conditions that will attract and retain staff members who are highly qualified and dedicated to the education and welfare of students. The district's personnel policies and related regulations shall be designed to ensure a supportive, positive climate and shall be consistent with collective bargaining agreements and in conformance with state and federal law and regulations.

As the legal representative of the district in negotiations with employee representatives, the Board shall set goals and guidelines for collective bargaining, select the bargaining team, maintain communications during the bargaining process, and adopt the negotiated contract. Terms and conditions of employment which have been negotiated and stated in employee contracts shall have the force of policy. The Board shall hear employee complaints and appeals when such hearings are in accordance with Board policy or negotiated agreements. The Board shall also adopt wage and salary schedules and shall commit budget funds for staff development so that staff members may continue developing their skills.

(cf. 4131 - Staff Development)
(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4143/4243 - Negotiations/Consultation)
(cf. 4144/4244/4344 - Complaints)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 9000 - Role of the Board)

The Superintendent has primary responsibility for overseeing the district's personnel system. To support this effort, the Board shall approve a framework for sound hiring practices. The Superintendent shall nominate all personnel for employment, and the Board shall approve only those persons so recommended. Individuals who approach Board members regarding prospective employment shall be referred to the Superintendent or designee.

(cf. 4030 - Nondiscrimination in Employment)
(cf. 4111/4211/4311 - Recruitment and Selection)

The Superintendent or designee shall assign and supervise the work of all employees and shall evaluate their work in accordance with effective accountability systems approved by the Board. The Superintendent or designee also shall recommend disciplinary action which the Board may take against employees when warranted pursuant to Board policy, administrative regulations and/or state or federal law.

(cf. 4115 - Evaluation/Supervision)
(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4215 - Evaluation/Supervision)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 4315 - Evaluation/Supervision)

The Board recognizes that every employee has a stake in the district's successful operation. The Board encourages all district employees to express their ideas, concerns and proposals related to the improvement of working conditions and the total educational program. The Superintendent or designee shall establish procedures whereby he/she will receive and consider employee suggestions and submit them, when appropriate, for consideration by the Board.

Legal Reference:
EDUCATION CODE
35020 Duties of employees fixed by governing board
35035 Powers and duties of superintendent
35160 Powers of governing board
GOVERNMENT CODE
3540-3549.3 Public education employer-employee relations

(1/85) 10/96

Laguna Beach Unified School District

18. INFORMATION **April 21, 2015**

Board Policies – First Reading of Board Policy 4020: Drug and Alcohol Free Workplace

Background

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies and Administrative Regulations and deleting Board Policies as necessary.

Recommended Action

The committee recommends the Board move the policy forward for a second reading at the May 12 Board meeting for adoption of Board Policy 4020: Drug and Alcohol Free Workplace; and, deletion of Board Policy 4005: Drug and Alcohol Free Workplace.

Prepared by:

Victoria Webber
Executive Assistant
to the Superintendent

Submitted by:

Sherine Smith, Ed.D.
Superintendent of Schools

Board Policy
Drug And Alcohol-Free Workplace

BP 4020
Personnel

***Note: Government Code 8355 mandates state grant recipients such as a school district to certify to the state contracting agency (e.g., the California Department of Education (CDE)) that it agrees to provide a drug-free workplace by taking the actions specified below. Federal grantees are also subject to the same requirements and must provide the same certifications under the federal Drug-Free Workplace Act (41 USC 8101-8106). ***

***Note: Federal law contains independent requirements for the drug and alcohol testing of school bus drivers; see BP/AR 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers. For language regarding a drug testing program for other employees, see BP/AR 4112.41/4212.41/4312.41 - Employee Drug Testing. ***

The Governing Board believes that the maintenance of a drug- and alcohol-free workplace is essential to staff and student safety and to help ensure a productive and safe work and learning environment.

(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)
(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

An employee shall not unlawfully manufacture, distribute, dispense, possess, or use any controlled substance in the workplace. (Government Code 8355; 41 USC 8103)

***Note: The following optional paragraph prohibits an employee from being under the influence of alcohol or a controlled substance while on duty and should be modified to reflect district practice. ***

Employees are prohibited from being under the influence of controlled substances or alcohol while on duty. For purposes of this policy, on duty means while an employee is on duty during both instructional and non-instructional time in the classroom or workplace, at extracurricular or co-curricular activities, or while transporting students or otherwise supervising them. Under the influence means that the employee's capabilities are adversely or negatively affected, impaired, or diminished to an extent that impacts the employee's ability to safely and effectively perform his/her job.

(cf. 4032 - Reasonable Accommodation)

***Note: Government Code 8355 and 41 USC 8103 require the district to certify to the CDE that it has published a statement that notifies employees of the (1) prohibition against drug use, (2) actions that will be taken by the district in the event of a violation, and (3) requirement that employees, as a condition of employment, abide by the district's policy and notify the district in the event of a conviction. ***

The Superintendent or designee shall notify employees of the district's prohibition against drug use and the actions that will be taken for violation of such prohibition. (Government Code 8355; 41 USC 8103)

An employee shall abide by the terms of this policy and shall notify the district, within five days, of his/her conviction for violation in the workplace of any criminal drug statute. (Government Code 8355; 41 USC 8103)

The Superintendent or designee shall notify the appropriate federal granting or contracting agency within 10 days after receiving notification, from an employee or otherwise, of any conviction for a violation occurring in the workplace. (41 USC 8103)

***Note: 41 USC 8104 requires the district, within 30 days of receiving notification from an employee of his/her conviction of a controlled substance offense, to either discipline the employee or require him/her to complete a drug rehabilitation program as specified below. Pursuant to Education Code 44940 and 45304, the district must place an employee on a mandatory leave of absence if he/she is charged with any offense involving aiding or abetting the unlawful sale, use, or exchange to minors of certain controlled substances listed in Health and Safety Code 11054, 11055, and 11056. In the case of a certificated employee, the district must report the mandatory leave of absence offense to the Commission on Teacher Credentialing (CTC) (see BP 4117.7/4317.7 - Employment Status Reports); if the employee is convicted, the CTC will revoke his/her credential. In addition, pursuant to Education Code 44940 and 45304, district may place a certificated or classified employee on a compulsory leave of absence when he/she is charged with a controlled substance offense as defined in Education Code 44011. If the employee is ultimately convicted of the offense, Education Code 44836 and 45123 require the employee to be dismissed. See AR 4118 - Suspension/Disciplinary Action, see AR 4117.4 - Dismissal, and see AR 4218 - Dismissal/Suspension/Disciplinary Action. ***

In accordance with law and the district's collective bargaining agreements, the Superintendent or designee shall take appropriate disciplinary action, up to and including termination, against an employee for violating the terms of this policy and/or shall require the employee to satisfactorily participate in and complete a drug assistance or rehabilitation program approved by a federal, state, or local public health or law enforcement agency or other appropriate agency.

(cf. 4112 - Appointment and Conditions of Employment)
(cf. 4117.4 - Dismissal)
(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4212 - Appointment and Conditions of Employment)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Drug-Free Awareness Program

The Superintendent or designee shall establish a drug-free awareness program to inform employees about: (Government Code 8355; 41 USC 8103)

1. The dangers of drug abuse in the workplace

2. The district's policy of maintaining a drug-free workplace

3. Available drug counseling, rehabilitation, and employee assistance programs

(cf. 4159/4259/4359 - Employee Assistance Programs)

4. The penalties that may be imposed on employees for drug abuse violations occurring in the workplace

Legal Reference:
EDUCATION CODE
44011 Controlled substance offense
44425 Conviction of controlled substance offenses as grounds for revocation of credential
44836 Employment of certificated persons convicted of controlled substance offenses
44940 Compulsory leave of absence for certificated persons
44940.5 Procedures when employees are placed on compulsory leave of absence
45123 Employment after conviction of controlled substance offense
45304 Compulsory leave of absence for classified persons
GOVERNMENT CODE
8350-8357 Drug-free workplace

(7/02 7/10) 11/10

LAGUNA BEACH UNIFIED SCHOOL DISTRICT
I.
Board Policies Covering All Employees

DELETE 4005

Board Policy No. 4005: DRUG AND ALCOHOL FREE WORKPLACE

This Board Policy is adopted pursuant to the federal Drug-Free Workplace Act of 1988, the federal Drug-Free Schools and Communities Act Amendments of 1989, and the California Drug-Free Workplace Act of 1990. It is the policy of the District that all its workplaces and facilities be drug and alcohol free.

The unlawful manufacture, distribution, dispensation, possession, or use of any alcoholic beverage, drug or controlled substance in any workplace or facility of the District is strictly prohibited. All employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of alcohol or a controlled substance in any workplace or facility of the District. All employees will abide by this prohibition as a condition of employment. Any employee who violates this prohibition will be disciplined up to and including dismissal, and/or required to satisfactorily complete a drug abuse assistance or rehabilitation program selected by the District in conformance with law.

All employees must notify the Superintendent or designee in writing within five (5) days of any drug or alcohol statute conviction for a violation occurring in any workplace or facility of the District. A conviction includes any finding of guilt, including a no contest plea, or imposition of a sentence. Any employee who is convicted of such a violation will be disciplined up to and including dismissal, and/or required to satisfactorily complete a drug abuse assistance or rehabilitation program selected by the District in conformance with law.

The Board hereby establishes a Drug and Alcohol Free Awareness Program. A copy of this Board Policy shall be posted for all employees. The Superintendent or designee regularly will inform employees of the dangers of drug and alcohol abuse in any workplace or facility of the District. The Superintendent also regularly will inform employees of any available drug and alcohol counseling, rehabilitation and employee assistance programs.

Legal Reference:
Federal Drug-Free Workplace Act of 1988 (DFWA), 41 U.S.C. section 701.
Federal Drug-Free Schools and Communities Act Amendments of 1989, 20 U.S.C. section 3224(a)
California Drug-Free Workplace Act of 1990, Government Code section 8350 et seq.

Date Policy Adopted By The Board: July 23, 2001

19. INFORMATION **April 21, 2015**

Board Policies – First Reading of Board Policy 4030: Nondiscrimination in Employment

Background

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies and Administrative Regulations and deleting Board Policies as necessary.

Recommended Action

The committee recommends the Board move the policy forward for a second reading at the May 12 Board meeting for adoption Board Policy 4030: Nondiscrimination in Employment; and, deletion of Board Policies 4001: Equal Employment Opportunity/Affirmative Action; 4002: EEO/Affirmative Action Complaint Procedure; and, 4004: Complaint Procedure for All Illegal Harassment.

Prepared by:
Victoria Webber
Executive Assistant
to the Superintendent

Submitted by:
Sherine Smith, Ed.D.
Superintendent of Schools

Board Policy
Nondiscrimination In Employment

BP 4030
Personnel

Note: The following policy reflects the provisions of the California Fair Employment and Housing Act (FEHA) (Government Code 12900-12996), which prohibits employers from discriminating against employees and job applicants on the basis of actual or perceived race, color, ancestry, national origin, age, sex, sexual orientation, gender, gender identity, gender expression, religious creed, physical or mental disability, medical condition, marital status, or genetic information. All of these protections also are provided under various provisions of federal law, including Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7), Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17), Title IX of the Education Amendments of 1972 (20 USC 1681-1688), the Americans with Disabilities Act (42 USC 12101-12213), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and the Genetic Information Nondiscrimination Act (42 USC 2000ff-2000ff-11).

Note: For policy addressing sexual harassment of and by employees, see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment.

The Governing Board desires to provide a positive work environment where employees and job applicants are assured of equal access and opportunities and are free from harassment in accordance with law. The Board prohibits district employees from discriminating against or harassing any other district employee or job applicant on the basis of the person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4032 - Reasonable Accommodation)
(cf. 4033 - Lactation Accommodation)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)
(cf. 4154/4254/4354 - Health and Welfare Benefits)
(cf. 5145.7 - Sexual Harassment)

Prohibited discrimination consists of the taking of any adverse employment action against a person, including termination or denial of promotion, job assignment, or training, or in discriminating against the person in compensation, terms, conditions, or other privileges of employment based on any of the prohibited categories of discrimination listed above.

***Note: Government Code 12940, as amended by AB 1964 (Ch. 287, Statutes of 2012), provides that a district may not discriminate against an employee or job applicant based on the person's religious beliefs, observances, or dress or grooming practices unless it can demonstrate that it has explored available reasonable alternative means of accommodating the person but is unable to reasonably accommodate him/her. In addition, Government Code 12926, as amended by AB 2386 (Ch. 701, Statutes of 2012), clarifies the definitions of "religious creed" and "sex,"

as stated below.***

The prohibition against discrimination based on the religious creed of an employee or job applicant includes any discrimination based on the person's religious dress or grooming practices or any conflict between the person's religious belief, observance, or practice and an employment requirement. The prohibition against discrimination based on the sex of an employee or job applicant shall include any discrimination based on the person's pregnancy, childbirth, breastfeeding, or any related medical conditions. (Government Code 12926, 12940)

Harassment consists of any unwelcome verbal, physical, or visual conduct that is based on any of the prohibited categories of discrimination listed above and that is so severe or pervasive that it adversely affects an individual's employment opportunities, has the purpose or effect of unreasonably interfering with the individual's work performance, or creates an intimidating, hostile, or offensive work environment.

Note: In Thompson v. North American Stainless LP, the U.S. Supreme Court held that a third party may file an antiretaliation suit.

The Board also prohibits retaliation against any district employee or job applicant who complains, testifies, assists, or in any way participates in the district's complaint procedures instituted pursuant to this policy.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Note: Many nondiscrimination laws and regulations require identification of an employee who will be responsible for compliance with the nondiscrimination laws, as provided in the following paragraph. For example, pursuant to 34 CFR 104.7 and 106.8, the district is required to designate the person(s) responsible for the overall implementation of the requirements of Title IX and Section 504, which prohibit discrimination on the basis of sex and disability.

The following position is designated as Coordinator for Nondiscrimination in Employment:

Director, Human Resources and Public Communications
Laguna Beach Unified School District
550 Blumont St.
Laguna Beach, CA 92651
(949) 497-7700

Any employee or job applicant who believes that he/she has been or is being discriminated against or harassed in violation of district policy should, as appropriate, immediately contact his/her supervisor, the Coordinator, or the Superintendent who shall advise the employee or applicant about the district's procedures for filing, investigating, and resolving any such

complaint.

Note: For a sample procedure to be used by district employees or job applicants to complain about perceived discrimination in employment, see AR 4031 - Complaints Concerning Discrimination in Employment.

Complaints regarding employment discrimination or harassment shall immediately be investigated in accordance with AR 4031 - Complaints Concerning Discrimination in Employment.

(cf. 4031 - Complaints Concerning Discrimination in Employment)

Note: Pursuant to 2 CCR 7287.6, in certain instances, an employee's (especially a supervisor's) knowledge or notice of harassment may subject the district to liability. Therefore, it is recommended that the district require its employees with knowledge of harassment or discrimination to report the incident to the appropriate district authorities. In addition, Government Code 12940 provides that an employer may be responsible for the sexual harassment of employees by nonemployees where the employer knows or should have known of the conduct and failed to take immediate and corrective action. See BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to the Coordinator or Superintendent as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately.

Training and Notifications

Note: Government Code 12950.1 requires any district with 50 or more employees to provide two hours of sexual harassment training and education to supervisory employees once every two years.

Note: In addition, Government Code 12940 requires districts to take all reasonable steps to prevent prohibited discrimination and harassment. Such steps include adopting an effective policy that contains provisions for training employees and providing them with required notifications. See AR 4119.11/4219.11/4319.11 - Sexual Harassment for information regarding sexual harassment training.

Note: Although not required by law, risk managers and legal counsel often recommend that all employees receive training regarding harassment in order to help mitigate damages in the event of litigation.

The Superintendent or designee shall provide training to employees about how to recognize harassment and discrimination, how to respond appropriately, and components of the district's policies and regulations regarding discrimination.

(cf. 4131- Staff Development)
(cf. 4231- Staff Development)
(cf. 4331- Staff Development)

Note: Pursuant to 34 CFR 100.6(d) and 106.9 and 28 CFR 35.106, the district is required to continually notify job applicants that it does not discriminate on the basis of race, color, national origin, sex, disability, or age.

The Superintendent or designee shall regularly publicize, within the district and in the community, the district's nondiscrimination policy and the availability of complaint procedures. Such publication shall be included in each announcement, bulletin, or application form that is used in employee recruitment. (34 CFR 100.6, 106.9)

The district's policy shall be posted in all district schools and offices including staff lounges and student government meeting rooms. (5 CCR 4960)

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
CIVIL CODE
51.7 Freedom from violence or intimidation
GOVERNMENT CODE
11135 Unlawful discrimination
12900-12996 Fair Employment and Housing Act

(3/10 3/12) 11/12

LAGUNA BEACH UNIFIED SCHOOL DISTRICT
I.
Board Policies Covering All Employees

Delete 4001

Board Policy No. 4001: EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

A. The District is an equal employment opportunity employer and complies with all applicable federal and state non-discrimination laws. The District shall not discriminate against any employee or applicant for employment on account of race, religious creed, color, national origin, ancestry, physical or mental disability as defined by federal and state law. Nor shall the District discriminate against any employee or applicant for employment on account of medical condition, marital status, pregnancy, sex, actual or perceived sexual orientation, age, political affiliation, domicile, or membership and/or participation in an employee organization as defined by the Educational Employment Relations Act. The Superintendent is designated as the Equal Employment Opportunity/Affirmative Action/Title IX management employee directly responsible for coordinating efforts to ensure compliance with all non-discrimination laws.

B. All employees are expected to carry out their responsibilities in a manner that is free from discrimination statements or conduct. Employees who permit or engage in discrimination or harassment may be subject to disciplinary action up to and including dismissal.

C. Any employee or applicant for employment who desires to complain about any illegal harassment under applicable federal and/or state non-discrimination laws shall use the Complaint Procedure in Board Policy 4002.

Legal Reference:
Federal: Civil Rights Act of 1964, Title VI, VII,
Age Discrimination In Employment Act
Americans With Disabilities Act (ADA)
Equal Pay Act of 1963
Civil Rights Act of 1866
Title IX, Education Amendments of 1972 as amended by the Civil Rights
Restoration Act of 1987
Vocational Rehabilitation Act of 1973
Veterans' Re-Employment Rights Act
State: Fair Employment And Housing Act
Government Code section 11135
Education Code sections 210-232, 44100-44105, 44858
Labor Code section 1102.1

Date Policy Adopted By The Board: July 23, 2001

LAGUNA BEACH UNIFIED SCHOOL DISTRICT
I.
Board Policies Covering All Employees

Delete 4002

Board Policy No. 4002: EEO/AFFIRMATIVE ACTION COMPLAINT PROCEDURE

Definitions

A "complaint" is a formal written allegation by an employee or applicant for employment who has been adversely affected by a violation of any equal employment opportunity law or policy applicable to the District.

A "complainant" is an employee or applicant for employment.

A "day" is a day in which the central administrative office of the District is open.

Informal Level

Before filing a formal written complaint, the complainant shall attempt to resolve it by an informal conference with the Superintendent or designee.

Formal Levels

Step 1

Within twenty (20) days after the occurrence of the act or omission, or within twenty (20) days after the complainant knew or reasonably should have known of the act or omission giving rise to the complaint, the complainant must present such complaint in writing to the Superintendent or designee.

This statement shall be a clear, concise statement of the complaint, the circumstances involved, the decision rendered at the informal conference, under B above, and the specific remedy sought.

The Superintendent or designee shall communicate a decision to the complainant in writing within fifteen (15) days after receiving the complaint. If the Superintendent or designee does not respond within the time limits, the complainant may appeal to the next step.
Anytime within the above time limits, either party may request a personal conference with the other party.

Step 2

In the event that the complainant is not satisfied with the decision at Step 1, the complainant may request that the complaint be submitted to the Board. Such request must be in writing and filed within ten (10) days after receipt of the decision at Step 1 with the Superintendent or designee.

The Board may or may not schedule a conference. The decision of the Board shall be the final decision within the District. The complainant, of course, may appeal to any appropriate federal, state or county agency described by law.

Legal Reference:
Federal and State Non-discrimination Laws and Regulations
Date Policy Adopted By The Board: July 23, 2001

LAGUNA BEACH UNIFIED SCHOOL DISTRICT
I.
Board Policies Covering All Employees

Delete 4004

Board Policy No. 4004: COMPLAINT PROCEDURE FOR ALL ILLEGAL HARASSMENT

Complaint Procedure For All Illegal Harassment

If any employee perceives comments, gestures or actions from any other employee, including supervisors or members of management, to be offensive, the employee should notify the Superintendent or designee, or where appropriate, the Board President. No employee is required to file any complaint with the alleged harasser.

The District will promptly and thoroughly investigate any complaints of illegal harassment, and will take immediate action to resolve such complaints.

Upon notification or discovery of an illegal harassment complaint, the Superintendent or designee will:

Inform the complainant of any rights under any relevant complaint procedure or policy; Authorize the investigation of the complaint and supervise and/or investigate the complaint. The investigation will include interviews with: 1) the complainant; 2) the accused harasser; and 3) any other persons who reasonably may have relevant knowledge concerning the complaint, such as witnesses and victims of similar conduct;

Review factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment; giving consideration to all factual information, the totality of the circumstances, including the nature of the verbal, physical, or visual aspects of the action and the context in which the alleged incidents occurred;

Report the results of the investigation and the determination as to whether harassment occurred to appropriate persons including to the complainant and the alleged harasser;

If harassment occurred, take and/or recommend to the Board prompt and effective remedial action against the harasser. This action will be commensurate with the severity of the offense and will be communicated to the complainant;

Reasonable steps will be taken to protect the victim and other potential victims from further harassment;

Reasonable steps will be taken to protect the victim from any retaliation as a result of communicating the complaint; and

Appropriate action will be taken whenever possible to alleviate the effects of the harassment.

Available Legal Remedies And Additional Complaint Process

Employees or job applicants who believe that they have been sexually or otherwise illegally harassed may, within one year of the harassment, file a complaint of discrimination with the California Department of Fair Employment and Housing. The Department serves as a neutral factfinder and attempts to help the parties voluntarily resolve disputes. If the Department finds evidence of harassment and settlement efforts fail, the Department may file a formal accusation against the employer and the harasser. The accusation will lead to either a public hearing before

the Fair Employment and Housing Commission or a lawsuit filed on the complainant's behalf by the Department. If the Commission finds that the harassment occurred, it can order remedies, including up to $50,000 in fines or damages for emotional distress for each employer or harasser charged. In addition, the Commission may order hiring or reinstatement, back pay, promotion, and changes in the policies or practices of the involved employer. A court may order unlimited damages.

For more information, employees or job applicants may contact the Department of Fair Employment and Housing.

Legal Reference:
Federal: Civil Rights Act of 1964, Title VII
Equal Pay Act of 1963
Title IX, Education Amendments of 1972 as amended by the Civil Rights Restoration Act of 1987
State: Fair Employment and Housing Act
Government Code section 12940
Government Code section 11135
Education Code sections 220-231.5

Date Policy Adopted By The Board: July 23, 2001

Laguna Beach Unified School District

20. INFORMATION **April 21, 2015**

Administrative Regulations – First Reading of Administrative Regulation 4031: Complaints Concerning Discrimination in Employment

Background

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies and Administrative Regulations and deleting Board Policies as necessary.

Recommended Action

The committee recommends the Board move the administrative regulation forward for a second reading at the May 12 Board meeting for adoption of Administrative Regulation 4031: Complaints Concerning Discrimination in Employment.

Prepared by:

Victoria Webber
Executive Assistant
to the Superintendent

Submitted by:

Sherine Smith, Ed.D.
Superintendent of Schools

Administrative Regulation

Complaints Concerning Discrimination In Employment

AR 4031
Personnel

Note: The following optional administrative regulation details procedures for use by employees or job applicants for filing a complaint concerning discrimination or harassment. See BP 4030 - Nondiscrimination in Employment for prohibited bases of discrimination or harassment pursuant to state and federal law.

Complaint Procedure

Note: Courts have held that an employer may mitigate liability when (1) the employer took reasonable care to prevent and promptly correct the harassment (i.e., enforcement of a complaint procedure) and (2) the aggrieved employee unreasonably failed to take advantage of corrective opportunities offered by the employer (i.e., failure to file a complaint). In its June 1999 Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, the Equal Employment Opportunity Commission (EEOC) outlines the elements of an effective complaint procedure to include (1) a clear explanation of the process; (2) protection against retaliation; (3) designation of multiple individuals authorized to receive complaints; (4) a mechanism for prompt, thorough, and impartial investigation; (5) assurance of immediate and appropriate corrective action; and (6) information about time frames for filing charges with the EEOC or the state Department of Fair Employment and Housing (DFEH).

Note: While the EEOC's guidance recommends a "prompt" investigation, neither the law nor the EEOC delineates a specific time frame for resolution. The EEOC's guidance acknowledges that whether an investigation is considered "prompt" may vary depending on the seriousness and complexity of the circumstances and that intermediate measures may be necessary to prevent further harassment during the investigation.

Note: The following section, including the listed timelines, is consistent with the EEOC's guidance and should be modified to reflect district practice.

Any complaint by an employee or job applicant alleging discrimination or harassment shall be addressed in accordance with the following procedures:

1. Notice and Receipt of Complaint: Any employee or job applicant (the "complainant") who believes he/she has been subjected to prohibited discrimination or harassment shall promptly inform his/her supervisor, the district's Coordinator for Nondiscrimination in Employment, or the Superintendent.

The complainant may file a written complaint in accordance with this procedure, or if he/she is an employee, may first attempt to resolve the situation informally with his/her supervisor.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the Coordinator, whether or not

the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, other evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4032 - Reasonable Accommodation)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

2. Investigation Process: The Coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five school days of receiving notice of the behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

The Coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The Coordinator shall inform the complainant that the allegations will be kept confidential to the extent possible, but that some information may be revealed as necessary to conduct an effective investigation.

(cf. 3580 - District Records)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

If the Coordinator determines that a detailed fact-finding investigation is necessary, he/she shall begin the investigation immediately. As part of this investigation, the Coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

When necessary to carry out his/her investigation or to protect employee or student safety, the Coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

The Coordinator also shall determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed to ensure that further incidents do not occur. The Coordinator shall ensure that such interim measures do not constitute retaliation.

3. Written Report on Findings and Corrective Action: No more than 30 days after receiving the complaint, the Coordinator shall conclude the investigation and prepare a written report of his/her findings. This timeline may be extended for good cause. If an extension is needed, the Coordinator shall notify the complainant and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or

harassment occurred, the report also shall include any corrective action(s) that have been or will be taken to address the behavior, correct the effect on the complainant, and ensure that retaliation or further discrimination or harassment does not occur.

The report shall be presented to the complainant, the person accused, and the Superintendent or designee.

4. Appeal to the Governing Board: The complainant or the person accused may appeal any findings to the Board within 10 working days of receiving the written report of the Coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 working days.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 9321 - Closed Session Purposes and Agendas)

Other Remedies

Note: The EEOC's guidance states that it is important for employers' nondiscrimination policies to contain information about time frames for filing charges of unlawful discrimination or harassment with the EEOC or DFEH. Employees should be informed that the deadline for filing charges starts to run from the last date of the unlawful act, not from the conclusion of the employer's complaint investigation. Pursuant to DFEH procedures, DFEH will automatically forward any complaint it has accepted for investigation to the EEOC when the matter falls within the EEOC's jurisdiction.

Note: Items #1-3 below state the time limits within which employees must file their complaints.

In addition to filing a discrimination or harassment complaint with the district, a person may also file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

Note: Pursuant to Government Code 12960, an employee has one year to file a complaint with DFEH, although that period may be extended under certain circumstances, such as when a person obtains knowledge of the unlawful practice after the expiration of the one-year period.

1. To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960 (Government Code 12960)

Note: 42 USC 2000e-5 specifies that a person must file a discrimination complaint with the EEOC within 180 days of the alleged discriminatory act. P.L. 111-2 amended 42 USC 2000e-5 to specify that the 180-day timeline for compensation discrimination starts when the discriminatory paycheck is received and that each discriminatory paycheck restarts the timeline for the filing of a complaint.

2. To file a valid complaint directly with EEOC, within 180 days of the alleged

discriminatory act(s) (42 USC 2000e-5)

3. To file a valid complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
GOVERNMENT CODE
12920-12921 Nondiscrimination
12940-12948 Discrimination prohibited; unlawful practices, generally

(12/91 6/99) 3/10

Laguna Beach Unified School District

21. INFORMATION **April 21, 2015**

Board Policies – First Reading of Board Policy and Administrative Regulation 4040: Employee Use of Technology

Background

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies and Administrative Regulations and deleting Board Policies as necessary.

Recommended Action

The committee recommends the Board move the policy forward for a second reading at the May 12 Board meeting for adoption of Board Policy and Administrative Regulation 4040: Employee Use of Technology; and, deletion of Board Policy 4019: Employee Technology Use Policy.

Prepared by:
Victoria Webber
Executive Assistant
to the Superintendent

Submitted by:
Sherine Smith, Ed.D.
Superintendent of Schools

Board Policy
Employee Use Of Technology

BP 4040
Personnel

The Governing Board recognizes that technological resources can enhance employee performance by offering effective tools to assist in providing a quality instructional program, facilitating communications with parents/guardians, students, and the community, supporting district and school operations, and improving access to and exchange of information. The Board expects all employees to learn to use the available technological resources that will assist them in the performance of their job responsibilities. As needed, employees shall receive professional development in the appropriate use of these resources.

(cf. 0440 - District Technology Plan)
(cf. 1113 - District and School Web Sites)
(cf. 4032 - Reasonable Accommodation)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 6163.4 - Student Use of Technology)

Employees shall be responsible for the appropriate use of technology and shall use the district's technological resources primarily for purposes related to their employment.

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

Employees shall be notified that computer files and electronic communications, including email and voice mail, are not private. Technological resources shall not be used to transmit confidential information about students, employees, or district operations without authority.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)

Online/Internet Services

***Note: 20 USC 6777 mandates that districts adopt an Internet safety policy as a condition of receiving technology funds under Title II, Part D of the No Child Left Behind Act (20 USC 6751-6777) for the purpose of purchasing computers with Internet access or paying for direct costs associated with accessing the Internet. 47 USC 254 mandates that districts adopt an Internet safety policy in order to qualify for federal universal service discounts for Internet access (E-rate discounts). Although these requirements focus on measures designed to protect students using district technology (see BP/AR 6163.4 - Student Use of Technology), they also require policy that affects adult use of any district computers with Internet access. Districts applying for any of these funds must certify that district policy requires the operation and enforcement of a "technology protection measure" that blocks or filters Internet access to visual depictions that are

obscene or child pornography. ***

Note: The following paragraph is for use by districts that desire to use E-rate or federal technology funding sources and may be adapted by other districts that choose to install technology protection measures.

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that prevents access to visual depictions that are obscene or child pornography and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose. (20 USC 6777; 47 USC 254)

Note: 20 USC 6777 and 47 USC 254 require districts receiving federal Title II technology funds or E-rate discounts to enforce the operation of technology protection measures. The legislation clarified that nothing in the Children's Internet Protection Act shall be construed to require the tracking of individual students' or adults' Internet use; thus, it appears to be left to the discretion of districts and schools as to whether they wish to track Internet use through personally identifiable web monitoring software or other means. The following optional paragraph may be revised to reflect district practice.

To ensure proper use, the Superintendent or designee may monitor employee usage of technological resources, including the accessing of email and stored files. Monitoring may occur at any time without advance notice or consent. When passwords are used, they must be known to the Superintendent or designee so that he/she may have system access.

The Superintendent or designee shall establish administrative regulations and an Acceptable Use Agreement which outline employee obligations and responsibilities related to the use of district technology. He/she also may establish guidelines and limits on the use of technological resources. Inappropriate use may result in a cancellation of the employee's user privileges, disciplinary action, and/or legal action in accordance with law, Board policy, and administrative regulation.

(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The Superintendent or designee shall provide copies of related policies, regulations, and guidelines to all employees who use the district's technological resources. Employees shall be required to acknowledge in writing that they have read and understood the district's Acceptable Use Agreement.

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Use of Cellular Phone or Mobile Communications Device

An employee shall not use a cellular phone or other mobile communications device for personal business while on duty, except in emergency situations and/or during scheduled work breaks.

***Note: Vehicle Code 23125 prohibits a school bus driver from using a cell phone while driving, except for work-related or emergency purposes. In addition, Vehicle Code 23123

prohibits any person from using a cell phone while driving unless using the phone in hands-free mode. As added by SB 28 (Ch. 270, Statutes of 2008), Vehicle Code 23123.5 prohibits a person from using a mobile communications device to write, send, or read text messages while driving.***

Any employee that uses a cell phone or mobile communications device in violation of law, Board policy, or administrative regulation shall be subject to discipline and may be referred to law enforcement officials as appropriate.

(cf. 3513.1 - Cellular Phone Reimbursement)
(cf. 3542 - School Bus Drivers)
(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)

Legal Reference:
EDUCATION CODE
52295.10-52295.55 Implementation of Enhancing Education Through Technology grant program
GOVERNMENT CODE
3543.1 Rights of employee organizations

(6/96 7/01) 7/07

Administrative Regulation

Employee Use Of Technology

AR 4040
Personnel

Online/Internet Services: User Obligations and Responsibilities

Note: The following section should be modified to reflect district practice. User obligations and responsibilities below are similar to those in AR 6163.4 - Student Use of Technology. The provisions in this section may be incorporated into the district's Acceptable Use Agreement which employees are required to sign as a condition for using the district's technological resources; see the accompanying Board policy.

Employees are authorized to use district equipment to access the Internet or other online services in accordance with Board policy, the district's Acceptable Use Agreement, and the user obligations and responsibilities specified below.

1. The employee in whose name an online services account is issued is responsible for its proper use at all times. Employees shall keep account information, home addresses, and telephone numbers private. They shall use the system only under the account number to which they have been assigned.

2. Employees shall use the system safely, responsibly, and primarily for work-related purposes.

3. Employees shall not access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race, ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs.

(cf. 4030 - Nondiscrimination in Employment)
(cf. 4031 - Complaints Concerning Discrimination in Employment)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

4. Employees shall not use the system to promote unethical practices or any activity prohibited by law, Board policy, or administrative regulations.

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

5. Employees shall not use the system to engage in commercial or other for-profit activities without permission of the Superintendent or designee.

6. Copyrighted material shall be posted online only in accordance with applicable copyright laws.

(cf. 6162.6 - Use of Copyrighted Materials)

7. Employees shall not attempt to interfere with other users' ability to send or receive email, nor shall they attempt to read, delete, copy, modify, or forge other users' email.

8. Employees shall not develop any classroom or work-related web sites, blogs, forums, or similar online communications representing the district or using district equipment or resources without permission of the Superintendent or designee. Such sites shall be subject to rules and guidelines established for district online publishing activities including, but not limited to, copyright laws, privacy rights, and prohibitions against obscene, libelous, and slanderous content. Because of the unfiltered nature of blogs, any such site shall include a disclaimer that the district is not responsible for the content of the messages. The district retains the right to delete material on any such online communications.

(cf. 1113 - District and School Web Sites)

9. Users shall report any security problem or misuse of the services to the Superintendent or designee.

(6/96 7/01) 7/07

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

I.

Board Policies Covering All Employees

Delete 4019

Board Policy No. 4019: TECHNOLOGY USE POLICY

Access to and use of technology is important to the District's operation and the accomplishment of its educational mission. In this respect, the District has acquired by way of purchase or lease significant technological assets which include, but are not limited to, data process and communication equipment and materials, intellectual property (software) and access to information and communication systems. All technology is for the benefit of the District and designed to facilitate the work of employees. Technology provided by the District should be considered District property and is to be used for educational and work related purposes. All District technology including all files and information on District computers, including email files are District property and, as such, are subject to inspection and review by District and school personnel. Employees shall have no expectation of privacy in any message, file, data document, facsimile, or any other form of information accessed, transmitted to, received from or stored on any technology owned, leased, used, maintained, moderated or otherwise operated by the District including, but not limited to, information stored on District computers, emails and other electronic communications. Authorized District personnel may access any technology, including employee emails and other electronic communications, at any time to monitor the use of District technology. The District also expects that all laws related to the use of technology, copyright laws and all other District policies will be strictly complied with.

Employee use of District technology is subject to the terms and conditions set forth in this Policy and implementing rules and regulations developed by the Superintendent. Such rules and regulations shall be updated as deemed necessary by the Superintendent and binding on all employees. Employees who misuse District technology may be subject to loss of privileges and discipline.

Date Adopted By The Board: October 28, 2003

Date Policy Revised By The Board: March 22, 2011

Laguna Beach Unified School District

22. INFORMATION **April 21, 2015**

Board Policies – First Reading of Board Policy 4111/4211/4311: Recruitment and Selection

Background

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies and Administrative Regulations and deleting Board Policies as necessary.

Recommended Action

The committee recommends the Board move the policy forward for a second reading at the May 12 Board meeting for adoption of Board Policy 4111/4211/4311: Recruitment and Selection; and, deletion of Board Policy 4006: Recruitment and Selection.

Prepared by:

Victoria Webber
Executive Assistant
to the Superintendent

Submitted by:

Sherine Smith, Ed.D.
Superintendent of Schools

Board Policy
Recruitment And Selection

BP 4111, 4211, 4311
Personnel

***Note: The following optional policy may be revised to reflect district practice and any related provisions of collective bargaining agreements. ***

***Note: The Governing Board should ensure that district hiring procedures are designed to minimize the possibility of hiring unsuitable or undesirable individuals to avoid liability for negligent hiring. In C.A. v. William S. Hart Union High School District, the California Supreme Court held that defendant district could be vicariously liable for negligence of its administrators and supervisors in the hiring, retention, and supervision of a counselor who sexually harassed and/or abused a student. ***

The Governing Board is committed to employing suitable, qualified individuals to carry out the district's mission to provide high-quality education to its students and to ensure the efficiency of district operations.

(cf. 0100 - Goals for the School District)
(cf. 4000 - Concepts and Roles)
(cf. 4100 - Certificated Personnel)
(cf. 4200 - Classified Personnel)
(cf. 4300 - Administrative and Supervisory Personnel)

The Superintendent or designee shall develop fair, open, and transparent recruitment and selection processes and procedures which ensure that individuals are selected based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4031 - Complaints Concerning Discrimination in Employment)
(cf. 4032 - Reasonable Accommodation)
(cf. 4111.2/4211.2/4311.2 - Legal Status Requirement)

When a vacancy occurs, the Superintendent or designee shall review the job description for the position to ensure that it accurately describes the major functions and duties of the position. He/she also shall disseminate job announcements to ensure a wide range of candidates.

***Note: The following optional paragraph should be revised to reflect district practice. AB 97 (Ch. 47, Statutes of 2013) redirected funding for the Professional Development Block Grant (Education Code 41530-41533), which allowed funding to be used for purposes of the Teaching as a Priority block grant including incentives to recruit or retain credentialed teachers in schools ranked in the bottom half of the Academic Performance Index, into the local control funding formula. At their discretion, districts may continue to offer incentives (e.g., signing bonuses,

improved work conditions, additional compensation, housing subsidies) to recruit teachers, administrators, or other employees in accordance with district needs. ***

With Board approval, the Superintendent or designee may provide incentives to recruit teachers, administrators, or other employees to work in low-performing schools or in hard-to-fill positions.

(cf. 4113 - Assignment)

The district's selection procedures shall include screening processes, interviews, observations, and recommendations from previous employers as necessary to identify the best possible candidate for a position. The Superintendent or designee may establish an interview committee, as appropriate, to rank candidates and recommend finalists. All discussions and recommendations shall be confidential in accordance with law.

(cf. 2230 - Representative and Deliberative Groups)

During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. No inquiry shall be made with regard to any category of discrimination prohibited by state or federal law.

***Note: The following paragraph should be modified to reflect district practice. ***

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

(cf. 4112 - Appointment and Conditions of Employment)
(cf. 4112.2 - Certification)
(cf. 4112.22 - Staff Teaching English Language Learners)
(cf. 4112.23 - Special Education Staff)
(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)
(cf. 4112.8/4212.8/4312.8 - Employment of Relatives)
(cf. 4212 - Appointment and Conditions of Employment)
(cf. 4312.1 - Contracts)

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
41530-41533 Professional Development Block Grant
44066 Limitations on certification requirement
44259 Teaching credential; exception; designated subjects; minimum requirements
44735 Teaching as a Priority block grant
44740-44741 Personnel management assistance teams
44750 Teacher recruitment resource center
44830-44831 Employment of certificated persons
44858 Age or marital status in certificated positions
44859 Prohibition against certain rules and regulations re: residency

45103-45139 Employment (classified employees)
49406 Examination for tuberculosis
GOVERNMENT CODE
815.2 Liability of public entities and public employees
12900-12996 Fair Employment and Housing Act, including:
12940-12956 Discrimination prohibited; unlawful practices

(7/03 7/12) 12/13

LAGUNA BEACH UNIFIED SCHOOL DISTRICT
I.
Board Policies Covering All Employees

Delete 4006

Board Policy No. 4006: RECRUITMENT AND SELECTION

The District shall follow fair and competent personnel practices in the recruitment and selection of employees. The Superintendent shall be responsible for establishing appropriate recruitment and selection procedures. The Superintendent makes recommendations to the Board with regard to the employment of employees. The Board does not employ any individual, other than the Superintendent without a positive recommendation from the Superintendent.

Recruitment and selection procedures incorporate appropriate screening devices, interviews, observations, recommendations and written applications. All such procedures shall comply with applicable law.

The District, pursuant to Education Code section 44830.1 (certificated employees) and Education Code section 45122.1 (classified employees), shall not employ any individual in any position who has been convicted of a violent or serious felony as defined by Penal Code sections 667.5(c) and 1192.7(c), unless specifically authorized by law. The District also shall not retain in employment any non-permanent employee who has been convicted of either a violent or serious felony. The Board requires the Superintendent or designee to ensure compliance with applicable law and this Board Policy.

The District, pursuant to Education Code section 44836 and 44837 (certificated employees) and Education Code section 45123 and 45124 (classified employees), shall not employ any individual who has been convicted of a sex offense as defined in Education Code section 44010 or a controlled substance offense under Education Code section 44011, unless specifically authorized by law; or who has been determined to be a sexual psychopath, unless specifically authorized by law. The Board requires the Superintendent or designee to ensure compliance with applicable law and this Board Policy.

The Superintendent or designee shall ensure that no current certificated temporary, substitute, or probationary employee serving before March 15 of the employee's second complete probationary year, who has been convicted of a violent or serious felony, sex offense listed in Education Code section 44010 or controlled substance offense listed in Education Code section 44011, is retained. The District shall not employ any classified employee, or any other employee who is required to have fingerprint clearance, until the legally required fingerprint clearance process is completed. The Board requires the Superintendent or designee to ensure compliance with applicable law and this Board Policy. All applicants for classified employee positions including, but not limited to, part-time positions, substitutes and short-term positions, shall be required to submit fingerprint identification cards for a criminal records investigation. The District shall not employ any applicant until the Department of Justice completes its investigation. The sole legal exception is a secondary school pupil of the District who may be employed in a temporary or part-time position. The Superintendent or designee shall provide the means whereby the fingerprint cards may be completed and may charge a fee determined by the Department of Justice to be sufficient to reimburse the Department for the costs incurred in processing the application. The amount of the fee shall be forwarded to the Department of Justice with the required copies of the applicant's fingerprint cards.

The District may also collect a reasonable fee payable to the local public law enforcement agency taking the fingerprints and completing the data on the fingerprint cards. In no event shall the fee exceed the actual costs incurred by the agency. These additional fees shall be transmitted to the

city or county treasury. If an applicant is subsequently hired by the District within 30 days of the application, the fee may be reimbursed to the applicant. Funds not reimbursed to applicants shall be credited to the general fund of the District. If the fingerprint cards forwarded to the Department of Justice are those of a person already employed by the District, the District shall pay the fee required by this section, which fee shall be a proper charge against the general fund of the District, and no fee shall be charged the employee.

Volunteers: In order to ensure the safety of pupils, the Superintendent or designee shall cause volunteers working directly with pupils to be fingerprinted as if they were employee applicants. Parents of pupils attending or participating in the educational activities of their children may be excused from this requirement.

Contractors: The District will comply with all requirements in Education Code section 45125.1 with regard to the prior fingerprinting of employees of a contracting entity doing business with the District and where such employees of a contractor may have contact with pupils of the District.

Criminal Record Files: The Superintendent shall designate an employee as record custodian of all confidential fingerprint and criminal records who shall be responsible for the administration of the information. Any questions regarding criminal offender record information shall be resolved by the record custodian. The record custodian shall comply with all laws applicable to such records.

The District shall continue to exercise reasonable care in the recruitment, selection and supervision of all employees.

Applicants for employment may be required to submit a blood or urine sample for analysis to a laboratory or clinic of the District's choice. The procedure for obtaining and processing all samples will protect the privacy rights of applicants for employment. All samples may be analyzed for the presence of drugs or alcohol. Applicants who submit samples that test positively for the presence of any illegal drug may be discontinued from consideration for employment. Any applicant's sample that tests positively for the presence of any other drug or alcohol at levels which the District determines would impair the applicant's ability to satisfactorily and safely perform as an employee may be discontinued from consideration for employment.
Any applicant for employment who tests positive for any illegal drug, other drug or alcohol will be given a reasonable opportunity to explain the positive test result. The applicant may be required to submit another sample if the individual wishes to remain an applicant.

Testing reports will be treated similarly to other confidential personnel documents which have restricted access.

All testing of blood or urine samples and the implementation of this Board Policy shall be consistent with applicable federal and state law.

Legal Reference:
Education Code section 35160, 35160.1, 44332.6, 44830.1, 45122.1, 45125, 45125.1

Date Policy Adopted By The Board: July 23, 2001

Laguna Beach Unified School District

23. INFORMATION **April 21, 2015**

Board Policies – First Reading of Board Policy 4112.4/4212.4/43124: Health Examinations

Background

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies and Administrative Regulations and deleting Board Policies as necessary.

Recommended Action

The committee recommends the Board move the policy forward for a second reading at the May 12 Board meeting for adoption of Board Policy 4112.4/4212.4/4312.4: Heath Examination; and, deletion of Board Policy 4010: Health Examinations.

Prepared by:
Victoria Webber
Executive Assistant
to the Superintendent

Submitted by:
Sherine Smith, Ed.D.
Superintendent of Schools

BOARD POLICY
Health Examinations

BP 4112.4, 4212.4, 4312.4
Personnel

Tuberculosis Tests

***Note: Education Code 49406, as amended by AB 1667 (Ch. 329, Statutes of 2014), requires employees, upon being initially employed by the district and at specified periods thereafter, to submit to a tuberculosis risk assessment as developed by the California Department of Public Health. If risk factors are identified, then the employee is required to submit to an intradermal (skin) tuberculin test or other tuberculin test recommended by the Centers for Disease Control and Prevention and licensed by the federal Food and Drug Administration. ***

***Note: For information about health examination requirements for volunteers, see AR 1240 - Volunteer Assistance. ***

No applicant shall be initially employed by the district, or employed under contract, in a classified or certificated position unless he/she has submitted to a tuberculosis risk assessment within the past 60 days and, if tuberculosis risk factors are identified, has submitted to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the applicant shall obtain an x-ray of the lungs. At his/her discretion, an applicant may choose to submit to the examination instead of the risk assessment. (Education Code 49406)

(cf. 1240 - Volunteer Assistance)
(cf. 4112 - Appointment and Conditions of Employment)
(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)
(cf. 4212 - Appointment and Conditions of Employment)

***Note: AB 1667 (Ch. 329, Statutes of 2014) amended Education Code 49406 to authorize nurse practitioners, along with physicians and physician assistants, to conduct tuberculosis risk assessments and tuberculosis examinations and to sign the corresponding medical certificate. ***

***Note: Pursuant to Education Code 49406, such medical certificates may be filed with and maintained by the district or, upon petition by the governing boards of a majority of the school districts in the county, the County Board of Education may require that the certificates be filed with or maintained in the office of the County Superintendent of Schools (although a district, or districts with a common governing board, having an average daily attendance of 60,000 or more may elect to maintain the files for its employees). ***

Prior to employment by the district, an applicant shall submit a certificate from an authorized health provider stating that the applicant was assessed and/or examined and found to be free of infectious tuberculosis. (Education Code 49406)

An applicant who was previously employed in another school district or private or parochial

school shall be deemed to have fulfilled the tuberculosis testing requirement if he/she produces a certificate showing that he/she was found to be free of infectious tuberculosis within 60 days of initial hire or if his/her previous employer verifies that it has a certificate on file showing that the applicant is free from infectious tuberculosis. (Education Code 49406)

Thereafter, each district employee who was found free of infectious tuberculosis shall undergo a tuberculosis risk assessment, and an examination whenever risk factors are identified, at least once every four years or more often when required by the Governing Board upon recommendation of the county health officer. However, once an employee has a documented positive test for tuberculosis infection followed by an x-ray, he/she shall no longer be required to submit to the tuberculosis risk assessment but shall be referred to the county health officer within 30 days of the examination to determine the need for follow-up care. (Education Code 49406)

***Note: The following paragraph should be modified to reflect district practice. For pre-employment tuberculosis risk assessments and examinations, Education Code 49406 specifies that the cost will be borne by the applicant unless otherwise provided by the Governing Board. Education Code 49406 allows the district to reimburse those applicants who are subsequently hired by the district. ***

The cost of the pre-employment tuberculosis risk assessment and/or examination shall be paid by the applicant, unless the Board has determined that the district will reimburse an applicant who is subsequently hired by the district. The district shall reimburse the employee for the cost, if any, of subsequent tuberculosis risk assessments and examinations. The district may provide for the risk assessment and examination or may establish a reasonable fee for the examination that is reimbursable to the employee. (Education Code 49406)

***Note: The following paragraph is for use by districts that contract for student transportation services. ***

Whenever the district contracts for the transportation of students, the contract shall require that all drivers who will be transporting students complete the tuberculosis risk assessment and, if indicated, the examination for infectious tuberculosis within 60 days of initial hire. (Education Code 49406)

(cf. 3312 - Contracts)
(cf. 3540 - Transportation)
(cf. 3542 - School Bus Drivers)

***Note: Education Code 49406 authorizes exemptions from the tuberculosis requirement for employees under the conditions described below. Although Education Code 49406 does not expressly include job applicants within these provisions, it is recommended that the district exempt applicants to the same extent that it exempts employees in order to ensure compliance with state and federal nondiscrimination laws; see BP 4030 - Nondiscrimination in Employment. The district should consult legal counsel if any question arises regarding the applicability of an exemption from the tuberculosis risk assessment or examination to any applicant or employee. ***

The following applicants or employees shall be exempted from the requirement to submit to a tuberculosis risk assessment and/or examination: (Education Code 49406)

1. An applicant/employee who files an affidavit stating that he/she adheres to the faith or teachings of a well-recognized religious sect, denomination, or organization and, in accordance with its creed, tenets, or principles, depends for healing upon prayer in the practice of religion and that, to the best of his/her knowledge and belief, he/she is free from infectious tuberculosis

Such an exemption shall be allowed only if the Board determines by resolution, after a hearing, that the health of students would not be jeopardized. If at any time there is probable cause to believe that the applicant/employee is inflicted with infectious tuberculosis, he/she may be excluded from service until the Board is satisfied that he/she is not afflicted.

(cf. 4030 - Nondiscrimination in Employment)

***Note: Optional items #2-4 below reflect exemptions authorized, but not required, by Education Code 49406 and should be revised to reflect district practice. ***

2. A classified employee who is employed for less than a school year and whose functions do not require frequent or prolonged contact with students

3. A pregnant employee who has positive results on a tuberculosis skin test, in which case she shall be exempted from the requirement to follow up with an x-ray of the lungs for a period not to exceed 60 days after the end of the pregnancy

4. A private contracted driver who transports students infrequently without prolonged contact with students

Examination of Certificated Employees for Disabling Diseases

***Note: To fill a position requiring certification with an applicant who has not previously been employed in a certificated position in California, or to employ a retirant who has not previously been employed as a retirant, Education Code 44839 and 44839.5 require the district to obtain a medical certification that the applicant or retirant is free from any disabling disease that renders him/her unfit to instruct children or associate with them. Pursuant to Education Code 44839 and 44839.5, the medical certification must be completed and submitted by a physician, physician assistant, registered nurse, or commissioned medical officer. 5 CCR 5504 provides a sample medical certificate to meet the requirements of Education Code 44839 and 44839.5, which may be modified to reflect all categories of medical personnel currently authorized by the Education Code to submit the medical certification. ***

To fill a certificated position with an applicant who has not previously been employed in a certificated position in California, or with a retirant who has not been employed as a retirant, the district shall have on file a medical certification indicating that the applicant or retirant is free from any disabling disease which would render him/her unfit to instruct or associate with children. (Education Code 44839, 44839.5)

(cf. 4117.14/4317.14 - Postretirement Employment)

The certificate shall be completed and submitted directly to the district by an authorized health care provider. The medical examination referenced in the certificate must have been conducted

within six months of the date that the certificate is filed. (Education Code 44839, 44839.5; 5 CCR 5503)

Applicants and retirants shall pay for the cost of obtaining the medical certification. (Education Code 44849, 44839.5)

***Note: The following paragraph is optional. ***

Certificated employees and/or retirants shall be required to periodically undergo, at district expense, a medical examination pursuant to Education Code 44839 or 44839.5 to determine that they are free from any communicable disease making them unfit to instruct or associate with children. (Education Code 44839, 44839.5)

Mental Examination for Certificated Employees

***Note: Education Code 44942 specifies a process to be followed to suspend or transfer a certificated employee based on the Board's reasonable belief that the employee is suffering from a mental illness that renders him/her incompetent to perform the duties of the position. As part of this process, Education Code 44942 requires the Board to give the employee a statement of charges, allow the employee to appear before the Board to refute the charges, and offer the employee, at district expense, the opportunity to be examined by a panel of psychiatrists or psychologists. In Doe v. Lincoln Unified School District, an appellate court held that when a district chooses to suspend or transfer a certificated employee due to concerns about mental illness, the procedure outlined in Education Code 44942 is mandatory before the district can take any action (e.g., requiring the employee to be placed on administrative leave). Because the procedures are complex, and because of the interactions with other laws such as the Americans with Disabilities Act, district legal counsel should be consulted as appropriate. ***

Whenever the Board is considering the suspension or transfer of a certificated employee based on its reasonable belief that the employee is suffering from mental illness of such a degree as to render him/her incompetent to perform his/her duties, the employee shall be offered the opportunity of being examined by a three-member panel of psychiatrists and psychologists in accordance with Education Code 44942. The employee shall select the members of the panel from a list of psychiatrists and psychologists provided by the district. The examination shall be conducted, at district expense, within 15 days of the ordered suspension or transfer. The employee shall submit to the examination, but shall also be entitled to present a report of any psychiatrist, psychologist, or physician of his/her own choice. (Education Code 44942)

(cf. 4032 - Reasonable Accommodation)
(cf. 4114 - Transfers)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:
EDUCATION CODE
44839 Medical certificate; periodic medical examination
44839.5 Requirements for employment of retirant
44932 Grounds for dismissal of permanent employee

44942 Suspension or transfer of certificated employee on ground of mental illness
45122 Physical examinations
49406 Examination for tuberculosis
HEALTH AND SAFETY CODE
121525 Private and parochial school employees, examination for tuberculosis

(11/09 11/10) 12/14

LAGUNA BEACH UNIFIED SCHOOL DISTRICT
I.
Board Policies Covering All Employees

Delete 4010

Board Policy No. 4010: HEALTH EXAMINATIONS

A. Medical Examinations In General

It is the policy of the District not to discriminate against applicants or employees based upon physical or mental disability or medical condition. Any refusal to hire an employee or to retain an employee who qualifies as disabled under state and/or federal law will be based upon an individualized medical inquiry which shows that the particular disabled applicant or employee is unable to perform the essential functions of a particular position or is unable to perform them in a manner that does not pose an imminent and substantial danger to the applicant or employee's health or safety or the health and safety of others, and that the individual cannot be reasonably accommodated without undue financial and administrative burdens or without a fundamental alteration of a position or program.

If the disability involves a contagious disease, an individualized medical inquiry will be made to determine how the disease is transmitted; how long the individual may be infectious; the nature and severity of the potential harm to others; and the probability of transmission of the disease to determine if the individual is otherwise qualified for the position. The District, of course, will adhere to all laws requiring reasonable accommodation for disabled individuals.

B. Tuberculosis Testing

1. Applicants For Employment:

An individual with the exception of those described in subdivision (e) below will not be initially employed by the District unless within the previous sixty (60) days the individual has undergone a medical examination and thereafter within that sixty (60) day period presents to the Superintendent a certificate showing that the individual was examined to determine whether or not he or she is free from active tuberculosis. Such certificate shall be subject to the following terms and conditions.

a. The required certificate may be signed by an examining physician and surgeon licensed under Chapter 5 (commencing with section 2000) of Division 2 of the Business and Professions Code, or it may be in the form of a notice from a public health agency or unit of the American Lung Association which indicates whether or not the individual is free of active tuberculosis.

b. Presentation of the certificate or notice described in 1(a) above is a condition of initial employment, and the cost of the required examination must be borne by the applicant.

c. The certificate or notice shall be filed with the Superintendent within thirty (30) days of the commencement date of any offer of employment. Such offer will be contingent upon presentation of the certificate or notice previously described.

d. The examination shall consist of an approved intradermal tuberculin test which, if positive, shall be followed by an X-ray of the lungs. The X-ray film may be taken by a competent and qualified X-ray technician if the X-ray film is subsequently interpreted by a physician and surgeon licensed as described in

subdivision 1(a) above.

e. Subdivisions 1 a-c above do not apply to:
(1) Any applicant who transfers employment from another school district if the applicant produces a certificate which shows that the applicant was examined within the past four (4) years and was found to be free of communicable tuberculosis, or it is verified by the school of previous employment that it has on file a certificate which contains such showing;

or

(2) Any employment applicant who transfers employment from a private or parochial elementary school, secondary school or nursery school subject to section 49406 of the Education Code if the applicant produces a certificate as provided for in section 3450 of the Health and Safety Code. The certificate must show that the applicant was examined within the past four years and was found to be free of communicable tuberculosis, or it is verified by the school of previous employment that it has on file a certificate which contains such showing.

f. The Board reserves the right to require either as a condition of employment or otherwise the examination of persons employed if the Superintendent or the Principal believes the presence of these persons in and around school premises would constitute a health hazard to pupils. Such examination is mandatory for drivers who transport students under contract authorized by sections 39800 and/or 39801 of the Education Code. This subdivision does not apply to private contracted drivers who transport pupils on an infrequent basis, not to exceed once a month.

2. Employees

Current employees who are skin test negative shall undergo the examination described in paragraph one above under the same terms and conditions as employment applicants at least once every four (4) years, or more often if directed by the Governing Board upon recommendation by the local health officer for so long as the employee remains skin test negative. Once an employee has a documented positive skin test which has been followed by an X-ray, the examination is no longer required, and a referral shall be made within thirty (30) days of completion of the examination to the local health officer to determine the need for follow-up care.

a. For all subsequent examinations, the District will reimburse employees for the actual cost of the X-ray or intradermal tuberculin test up to but not to exceed the cost charged for such examinations at the time.

b. The results of any subsequent required examination shall be filed with the Superintendent within thirty (30) days after the date of expiration of the prior certificate on file.

c. The Superintendent or designee may exempt a pregnant employee, for a period not to exceed sixty (60) days following termination of pregnancy, from the requirement that a positive intradermal tuberculin test be followed by an X-ray of the lungs.

d. Nothing in this or any other provision of this Policy shall prevent the Board or the Superintendent from requiring more frequent or extensive physical examination than required by this section.

e. If the Board determines by resolution after hearing that the health of pupils in the District would not be jeopardized thereby, periodic tuberculosis testing may be suspended for any employee who files an affidavit stating adherence to the faith or teachings of any well-recognized religious sect, denomination, or organization and in accordance with its creed, tenets, or principles depends for healing upon prayer in the practice of religion and that to the best of the employee's knowledge and belief, the employee is free of active tuberculosis. If at any time there is probable cause to believe that the affiant is afflicted with active tuberculosis, the employee may be excluded from active service until the Governing Board is satisfied that the employee presents no imminent and substantial risk to the employee's health and safety or the health and safety of others in the employee's present position and, if so, the employee cannot be reasonably accommodated.

B. **Health Examinations**

1. Applicants For Position

The District requires that each employee obtain a medical certificate showing whether the applicant is free from any disabling disease unfitting the applicant to work or associate with children.

a. The medical certificate shall be presented directly to the Superintendent by a physician and surgeon licensed under the Business and Professions Code, or a commissioned medical officer exempt from licensure by section 2144 of the Business and Professions Code.

b. The medical examination must have been conducted not more than six (6) months prior to the submission of the certificate and shall be at the expense of the applicant.

c. Any offer of employment shall be subject to the submission of the required medical certificate.

d. Notwithstanding section 44031 of the Education Code, the medical certificate shall become part of the personnel record of the employee and shall be open to the employee or his or her designee for inspection.

e. The District will provide to first time applicants for employment in positions requiring certification a form entitled "Certificate of Medical Examination of Applicants for First Employment in a California School District or County Superintendent of Schools Office." A description of the functions to be performed by the applicant in terms of activities will be attached to the form.
f. Where the results of such medical examination would result in disqualification, an applicant may submit an independent medical opinion for consideration before a final determination of disqualification is made.

2 Employees

a. The Superintendent may require employees to undergo periodic medical examinations under the same conditions and for the same purpose as that provided to applicants in section 1 above, "Health Examinations," except that such examinations shall be at District expense.

b. The Superintendent may require an employee who shows evidence of any physiological disorder which may be interfering with job performance to undergo examination by a licensed physician and surgeon selected by the District at the District's expense. The employee has the right to have a similar examination by the employee's own physician at the employee's own expense and to have such personal physician present at the examination by the physician selected by the District. Both the District and the employee shall be entitled to all reports of such examinations. Any such reports shall be treated as confidential medical records. The Superintendent may require additional examinations if in this administrator's opinion, such additional examinations are necessary to provide or corroborate medical information. The cost of such additional examinations shall be borne by the District.

c. Employees with health problems or medical conditions which render them unfit to work or associate with children and which cannot reasonably be accommodated may be subject to dismissal or termination from employment upon expiration of any leaves to which entitled and to any rights to reemployment under state or federal law.

3 Retirants

a. Any retirant not previously employed as a retirant shall, as a condition of employment, submit a medical certificate at the retirant's own expense under the same conditions and for the same purposes as are specified subdivisions 1 above entitled "Tuberculosis" and "Health Examinations." Periodic medical examinations may be required of a retirant under the same terms as those required of initially employed retirants of the District except that such examinations shall be at District expense. A "retirant" is an individual who has retired under applicable law. The District may employ such an individual as a consultant, substitute, etc. pursuant to applicable law.

b. The medical certificate described above for certificated employee shall be filed directly with the County Superintendent of Schools and a duplicate or photographic copy shall be filed directly with the District. The examination shall have been made within six (6) months of filing the certificate with both the County and District Superintendents.

c. A notice from a public health agency or unit of the Tuberculosis Association that indicates whether or not the retirant is free from active tuberculosis may be substituted for that part of the physician's certificate relating to tuberculosis.
d. Where the results of such examination may result in disqualification, the retirant applicant may submit an independent medical opinion for consideration before a final determination of disqualification is made.

Legal Reference:
Education Code sections 22149, 44839, 44839.5, 45122, 49406

Americans With Disabilities Act (ADA)
Federal Vocational Rehabilitation Act of 1973
State Fair Employment and Housing Act
Government Code section 11135

Date Policy Adopted By The Board: July 23, 2001

Laguna Beach Unified School District

24. INFORMATION **April 21, 2015**

Administrative Regulations – First Reading of Administrative Regulations 4112.5/4312.5: Criminal Record Check and 4212.5: Criminal Record Check

Background

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies and Administrative Regulations and deleting Board Policies as necessary.

Recommended Action

The committee recommends the Board move the administrative regulations forward for a second reading at the May 12 Board meeting adoption of Administrative Regulations 4112.5/4312.5: Criminal Record Check and 4212.5: Criminal Record Check.

Prepared by:
Victoria Webber
Executive Assistant
to the Superintendent

Submitted by:
Sherine Smith, Ed.D.
Superintendent of Schools

Administrative Regulation

Criminal Record Check

AR 4112.5 4312.5
Personnel

***Note: Education Code 44830.1, 44836, 45122.1, and 45123 prohibit the district from hiring or retaining in employment, in a certificated or classified position, a person who has been convicted of or pleads no contest to a violent or serious felony, sex offense, or controlled substance offense, as defined. Exceptions specified in law are reflected in items #1-5 below. ***

***Note: These requirements apply to job applicants, temporary employees, substitute employees, and probationary employees serving before March 15 of their second year. Employees with permanent status may only be suspended or dismissed in accordance with the grounds and procedures specified in BP/AR 4118 - Dismissal/Suspension/Disciplinary Action or AR 4218 - Dismissal/Suspension/Disciplinary Action, as applicable. ***

The Superintendent or designee shall not hire or retain in employment, in a certificated or classified position, a person who has been convicted of a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c), a controlled substance offense as defined in Education Code 44011, or a sex offense as defined in Education Code 44010. However, the Superintendent or designee shall not deny or terminate employment if: (Education Code 44830.1, 44836, 45122.1, 45123)

1. The conviction for a violent or serious felony, controlled substance offense, or sex offense is reversed and the person is acquitted of the offense in a new trial or the charges against the person are dismissed, unless the sex offense for which the conviction is dismissed pursuant to Penal Code 1203.4 involves a victim who was a minor.

2. A person convicted of a violent or serious felony has obtained a certificate of rehabilitation or a pardon.

3. A person who has been convicted of a serious felony, that is not also a violent felony, proves to the sentencing court that he/she has been rehabilitated for purposes of school employment for at least one year.

4. A person who has been convicted of a controlled substance offense is applying for or is employed in a certificated position and has a credential issued by the Commission on Teacher Credentialing.

5. A person who has been convicted of a controlled substance offense is applying for or is employed in a classified position and has been determined by the Governing Board, from the evidence presented, to have been rehabilitated for at least five years.

(cf. 4112 - Appointment and Conditions of Employment)
(cf. 4112.2 - Certification)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

A certificated employee may be hired by the district without obtaining a criminal record summary if that employee is employed as a certificated employee in another California school district and became a permanent employee of another California school district as of October 1, 1997. (Education Code 44830.1, 44836)

***Note: The following optional paragraph is for use by districts that issue temporary certificates pursuant to Education Code 44332.5 to authorize salary payments while a certificated employee's credential application is being processed. If the issuance of temporary certificates is handled by the county office of education, the following paragraph should be deleted. ***

The Superintendent or designee shall not issue a temporary certificate of clearance to a person whose application for a credential, certificate, or permit is being processed by the Commission on Teacher Credentialing if that person has been convicted of a violent or serious felony, unless the person is otherwise exempt pursuant to Education Code 44332.6 or 44830.1. (Education Code 44332.5, 44332.6)

Pre-Employment Record Check

***Note: The following section may be revised to reflect district practice. To fulfill the requirement for a criminal record check through the California Department of Justice (DOJ) and Federal Bureau of Investigation, the applicant must submit fingerprints using the electronic Live Scan process. Locations offering the Live Scan service are listed on the DOJ's web site. The DOJ provides the results to the district via email, or by U.S. mail if no email is available. ***

The Superintendent or designee shall require each person to be employed by the district to submit his/her fingerprints electronically through the Live Scan system so that a criminal record check may be conducted by the Department of Justice (DOJ). The Superintendent or designee shall provide the applicant with a Live Scan request form and a list of nearby Live Scan locations.

When a person is applying for a classified position, the Superintendent or designee shall request that the DOJ also obtain a criminal record check through the Federal Bureau of Investigation whenever the applicant meets one of the following conditions: (Education Code 45125)

1. The applicant has not resided in California for at least one year immediately preceding the application for employment.

2. The applicant has resided in California for more than one year, but less than seven years, and the DOJ has ascertained that the person was convicted of a sex offense where the victim was a minor or a drug offense where an element of the offense is either the distribution to or the use of a controlled substance by a minor.

The Superintendent or designee shall immediately notify the DOJ when an applicant who has submitted his/her fingerprints to the DOJ is not subsequently employed by the district. (Penal Code 11105.2)

Subsequent Arrest Notification

***Note: Pursuant to Education Code 44830.1 and 45125, the district must sign up for "subsequent arrest notification" from the DOJ in accordance with Penal Code 11105.2. Forms available for this purpose are available on DOJ's web site. ***

The Superintendent or designee shall enter into a contract with the DOJ to receive notification of subsequent arrests resulting in conviction of any person whose fingerprints have been submitted to the DOJ. (Education Code 44830.1, 45125; Penal Code 11105.2)

Upon telephone or email notification by the DOJ that a current temporary employee, substitute employee, or probationary employee serving before March 15 of his/her second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay. (Education Code 44830.1, 45122.1)

(cf. 4116 - Probationary/Permanent Status)
(cf. 4121 - Temporary/Substitute Personnel)

When the district receives written electronic notification by the DOJ of the fact of conviction, the temporary employee, substitute employee, or probationary employee serving before March 15 of his/her second probationary year shall be terminated automatically unless the employee challenges the DOJ record and the DOJ withdraws its notification in writing. Upon receipt of the written withdrawal of notification by the DOJ, the Superintendent or designee shall immediately reinstate that employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement if the employee is still employed by the district. (Education Code 44830.1, 45122.1)

The Superintendent or designee shall immediately notify the DOJ whenever a person whose fingerprints are maintained by the DOJ is terminated. (Penal Code 11105.2)

Notification of Applicant/Employee

The Superintendent or designee shall expeditiously furnish a copy of any DOJ notification to the applicant or employee to whom it relates if the information is a basis for an adverse employment decision. The copy shall be delivered in person or to the last contact information provided by the applicant or employee. (Penal Code 11105, 11105.2)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Maintenance of Records

***Note: To be qualified to obtain Criminal Record Offender Information (CORI) for the purpose of employment decisions, the district must apply to the DOJ for authorization and must designate at least one custodian of records who is responsible for the security, storage, dissemination, and destruction of criminal records furnished to the district. ***

The Superintendent shall designate at least one custodian of records who shall be responsible for the security, storage, dissemination, and destruction of all Criminal Offender Record Information (CORI) furnished to the district and shall serve as the primary contact for the DOJ for any related

issues. (Penal Code 11102.2)

An employee designated as custodian of records shall receive a criminal background check clearance from the DOJ prior to serving in that capacity. (Penal Code 11102.2)

***Note: The DOJ requires every person with access to CORI, including the custodian of records, to complete an Employee Statement Form acknowledging an understanding of the law governing CORI. The custodian of records is required to return his/her own form to the DOJ and to retain any forms completed by other district staff. The Employee Statement Form is reproduced in the accompanying Exhibit. ***

The custodian of records shall sign and return to the DOJ the Employee Statement Form acknowledging his/her understanding of the laws prohibiting misuse of CORI. In addition, the custodian of records shall ensure that any individual with access to CORI has on file a signed Employee Statement Form.

To ensure its confidentiality, CORI shall be accessible only to the custodian of records and shall be kept in a locked file separate from other files. CORI shall be used only for the purpose for which it is requested and its contents shall not be disclosed or reproduced. (Education Code 44830.1, 45125)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

Once a hiring determination is made, the applicant's CORI shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)

***Note: SB 1461 (Ch. 54, Statutes of 2014) amended Penal Code 11102.2 to delete the requirement to annually notify DOJ of the district's custodian of records. Pursuant to Penal Code 11102.2, districts are now only required to notify the DOJ when the custodian of records ceases to serve in that capacity. ***

The Superintendent or designee shall immediately notify the DOJ whenever a designated custodian of records ceases to serve in that capacity. (Penal Code 11102.2)

Interagency Agreement

***Note: The following optional section is for use by any district that has been designated to act on behalf of other school districts within the same county or in contiguous counties to share CORI as authorized by Education Code 44830.2 and 45125.01. Districts that have not entered into an agreement to share such information, or for whom another district or the County Superintendent of Schools has been designated to receive and share the information, should delete this section. ***

***Note: Pursuant to Education Code 45125.01, any district that participates in such an interagency agreement may use this arrangement to conduct criminal background checks for a noncertificated candidate for a paid or volunteer position in a student activity program pursuant to Education Code 49024; see BP/AR 1240 - Volunteer Assistance and BP/AR 4127/4227/4327 -

Temporary Athletic Team Coaches. ***

Subject to an interagency agreement with other school districts, the district shall submit and receive CORI on behalf of all participating districts. (Education Code 44830.2, 45125.01)

Upon receipt from the DOJ of a report of conviction of a serious or violent felony, the district shall communicate that fact to participating districts and shall remove the affected employee from the common list of persons eligible for employment. (Education Code 44830.2, 45125.01)

In addition, upon receipt from the DOJ of a criminal history record or report of subsequent arrest for any person on a common list of persons eligible for employment, the district shall give notice to the superintendent of any participating district, or the person designated in writing by that superintendent, that the report is available for inspection on a confidential basis by the superintendent or the authorized designee. The report shall be made available at the district office for 30 days following the receipt of the notice. (Education Code 44830.2, 45125.01)

The district shall not release a copy of that information to any participating district or any other person. In addition, the district shall retain or dispose of the information in the manner specified in law and in this administrative regulation after all participating districts have had an opportunity to inspect it in accordance with law. (Education Code 44830.2, 45125.01)

The district shall maintain a record of all persons to whom the information has been shown and shall make this record available to the DOJ. (Education Code 44830.2, 45125.01)

Legal Reference:
EDUCATION CODE
44010 Sex offense
44011 Controlled substance offense
44332-44332.6 Temporary certificate of clearance
44346.1 Applicants for credential, conviction of a violent or serious felony
44830.1 Certificated employees, conviction of a violent or serious felony
44830.2 Certificated employees; interagency agreement for sharing criminal record information
44836 Conviction of a sex or controlled substance offense
44932 Grounds for dismissal of permanent certificated employees
45122.1 Classified employees, conviction of a violent or serious felony
45125 Use of personal identification cards to ascertain conviction of crime
45125.01 Classified employees; interagency agreement for sharing criminal record information
45125.5 Automated records check
45126 Duty of Department of Justice to furnish information
49024 Activity supervisor clearance certificates

(10/98 7/02) 12/14

Laguna Beach Unified School District

25. INFORMATION **April 21, 2015**

Board Policies – First Reading of Board Policy 4118 and Administrative Regulations 4118 and 4218: Dismissal/Suspension/Disciplinary Action

Background

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies and Administrative Regulations and deleting Board Policies as necessary.

Recommended Action

The committee recommends the Board move the policy and administrative regulations forward for a second reading at the May 12 Board meeting for adoption of Board Policy and Administrative Regulations 4118 and 4218: Dismissal/ Suspension/Disciplinary Action.

Prepared by:
Victoria Webber
Executive Assistant
to the Superintendent

Submitted by:
Sherine Smith, Ed.D.
Superintendent of Schools

Board Policy
Dismissal/Suspension/Disciplinary Action

BP 4118
Personnel

***Note: The following optional policy and accompanying administrative regulation are subject to collective bargaining and may be deleted or revised by any district whose agreement covers certificated employee suspension and discipline. Pursuant to Government Code 3543.2, the district and the bargaining unit representing certificated employees must, upon request of either party, negotiate causes and procedures for disciplinary action, other than dismissal and suspension beyond 15 days. ***

***Note: For information about dismissal of substitute or temporary employees, see BP 4121 - Temporary/Substitute Personnel. ***

The Governing Board expects all employees to perform their jobs satisfactorily, exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A certificated employee may be disciplined for conduct or performance in accordance with law, the applicable collective bargaining agreement, Board policy, and administrative regulation.

(cf. 4000 - Concepts and Roles)
(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4141/4241 - Collective Bargaining Agreement)

Disciplinary action shall be based on the particular facts and circumstances involved and the severity of the conduct or performance. Disciplinary actions may include, but are not limited to, verbal warnings, written warnings, reassignment, suspension, freezing or reduction of wages, compulsory leave, or dismissal.

(cf. 4114 - Transfers)

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4031 - Complaints Concerning Discrimination in Employment)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 4119.1/4219.4319.1 - Civil and Legal Rights)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

Suspension/Dismissal Procedures

***Note: Education Code 44932 and 44933 specify the causes for which a certificated employee

may be suspended without pay or dismissed; see the accompanying administrative regulation. ***

The Superintendent shall notify the Board whenever he/she believes that there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933.

When the Board finds that there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933, it may formulate a written statement of charges specifying instances of behavior and the acts or omissions constituting the charge, the statutes and rules that the employee is alleged to have violated when applicable, and the facts relevant to each charge. The Board shall also review any duly signed and verified written statement of charges filed by any other person. (Education Code 44934, 44934.1)

***Note: Pursuant to Education Code 44934, upon the formulation or receipt of a written statement of charges, the Governing Board may notify the employee of the Board's intent to suspend or dismiss him/her. Education Code 44934.1, as added by AB 215 (Ch. 55, Statutes of 2014), requires a similar notice for charges of egregious misconduct. ***

Based on the written statement of charges, the Board may, upon majority vote, give notice to the employee of its intention to suspend or dismiss him/her at the expiration of 30 days from the date the notice is served. (Education Code 44934, 44934.1)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

***Note: Prior to serving the notice of suspension or dismissal, Education Code 44938 requires that, when the charge involves unsatisfactory performance or unprofessional conduct, the employee must be given time to correct the performance or conduct as provided in the following two paragraphs. According to Crowl v. Commission on Professional Competence, when the employee fully remediates the misconduct specified in the written notice, no disciplinary action may be taken. The Crowl decision did not address what could be done when the misconduct specified in the notice reoccurs. Because the lack of further misconduct may not necessarily be equal to full remediation, appropriate disciplinary action should be determined on a case-by-case basis in consultation with legal counsel and the collective bargaining agreement. ***

Prior to serving a suspension or dismissal notice that includes a charge of unsatisfactory performance, the district shall give the employee written notice of the unsatisfactory performance that specifies the nature of the unsatisfactory performance with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct his/her faults and overcome the grounds for any unsatisfactory performance charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unsatisfactory performance shall be provided at least 90 days prior to the filing of the suspension or dismissal notice or prior to the last one-fourth of the school days in the year. (Education Code 44938)

(cf. 4115 - Evaluation/Supervision)

Prior to serving a suspension or dismissal notice that includes a charge of unprofessional conduct, the district shall give the employee written notice that describes the nature of the unprofessional conduct with such specific instances of behavior and with such particularity as to

furnish the employee an opportunity to correct his/her faults and overcome the grounds for any unprofessional conduct charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unprofessional conduct shall be provided at least 45 days prior to the filing of the suspension or dismissal notice. (Education Code 44938)

***Note: Education Code 44936, as amended by AB 215 (Ch. 55, Statutes of 2014), allows a suspension or dismissal notice to be given at any time of year, except when the charge is unsatisfactory performance in which case the notice must be given during the instructional year. As amended, Education Code 44936 also requires any written notice given during the instructional year to be served personally or by mail, whereas notices outside of the instructional year must be served personally upon the employee. ***

Except for notices that only include charges of unsatisfactory performance, the written suspension or dismissal notice may be served at any time of year. Such notice shall be served upon the employee personally if given outside of the instructional year or, if given during the instructional year, may be served personally or by registered mail to the employee's last known address. Notices with a charge of unsatisfactory performance shall be given only during the instructional year of the school site where the employee is physically employed, and may be served personally or by registered mail to the employee's last known address. (Education Code 44936)

If an employee has been served notice and demands a hearing pursuant to Government Code 11505 and 11506, the Board shall either rescind its action or schedule a hearing on the matter. (Education Code 44941, 44941.1, 44943, 44944)

***Note: Pursuant to Education Code 44939, 44939.1, and 44940, the Board may immediately suspend an employee from his/her duties pending suspension or dismissal proceedings for specified causes. ***

***Note: Pursuant to Education Code 44939, as amended by AB 215 (Ch. 55, Statutes of 2014), an employee who is immediately suspended for a charge other than egregious misconduct may, within 30 days of receiving the suspension notice, serve the Board and file a motion with the Office of Administrative Hearings to seek reversal of the suspension. The review will be limited to whether the facts as alleged in the statement of charges would be a sufficient basis for immediate suspension. A hearing will be held no later than 30 days after the motion is filed, and the administrative law judge will issue a decision no later than 15 days after the hearing. During the review of the motion or while dismissal charges are pending, the Board retains the authority to determine the physical placement and assignment of the employee. ***

Pending suspension or dismissal proceedings for an employee who is charged with egregious misconduct, immoral conduct, conviction of a felony or of any crime involving moral turpitude, incompetency due to mental disability, or willful refusal to perform regular assignments without reasonable cause as prescribed by district rules and regulations, the Board may, if it deems it necessary, immediately suspend the employee from his/her duties. If the employee files a motion with the Office of Administrative Hearings for immediate reversal of the suspension based on a cause other than egregious misconduct, the Board may file a written response before or at the time of the hearing. (Education Code 44939, 44939.1, 44940)

***Note: If an employee has requested a hearing upon receiving notice of suspension or dismissal, the hearing will be conducted by the Commission on Professional Competence or an administrative law judge pursuant to Education Code 44944 or 44944.1; see the accompanying administrative regulation. The hearing before the Commission on Professional Competence must begin within six months of the employee's request for the hearing, unless extended due to extraordinary circumstances. The Commission on Professional Competence consists of an administrative law judge of the Office of Administrative Hearings, a member appointed by the Board, and a member appointed by the employee. ***

When a suspension or dismissal hearing is to be conducted by a Commission on Professional Competence, the Board shall, no later than 45 days before the date set for the hearing, select one person with a currently valid credential to serve on the Commission. The appointee shall not be an employee of the district and shall have at least three years' experience within the past 10 years at the same grade span or assignment as the employee, as defined in Education Code 44944. (Education Code 44944)

Legal Reference:
EDUCATION CODE
44008 Effect of termination of probation
44009 Conviction of specified crimes
44010 Sex offense; definitions
44011 Controlled substance offense; definitions
44242.5 Reports and review of alleged misconduct
44425 Conviction of a sex or narcotic offense
44660-44665 Evaluation and assessment of performance of certificated employees
44830.1 Criminal record summary certificated employees
44929.21 Notice of reelection decision; districts with 250 ADA or more
44929.23 Reelection and dismissal of probationary employees; districts with ADA less than 250
44930-44988 Resignations, dismissal, and leave of absence
45055 Drawing of warrants for teachers
48907 Exercise of free speech, expression
48950 Speech and other communication
51530 Advocacy or teaching of communism
GOVERNMENT CODE
1028 Advocacy of communism
3543.2 Scope of representation
11505-11506 Hearing

(7/00 11/08) 12/14

Administrative Regulation
Dismissal/Suspension/Disciplinary Action

AR 4118
Personnel

***Note: The following optional administrative regulation should be revised to reflect provisions applicable to the size of the district as well as any related provisions of collective bargaining agreements. ***

***Note: Pursuant to Government Code 3543.2, the district and certificated employee bargaining unit must, upon request of either party, negotiate causes and procedures for disciplinary action, other than dismissal and suspension beyond 15 days. If the Governing Board has adopted a collective bargaining agreement which includes such procedures, then, pursuant to Education Code 44932, the authorization to suspend an employee for up to 15 days pursuant to the procedures specified in Education Code 44933, 44934, 44934.1, 44935, 44936, 44937, 44943, and 44944 would not apply. The suspension procedures specified in Education Code 44934 and 44939, as amended by AB 215 (Ch. 55, Statutes of 2014), are explicitly for use only by districts that do not have a collective bargaining agreement. ***

***Note: In Vergara v. State of California, a California superior court held that the state's current dismissal procedure is unconstitutional because it is so complex, time consuming, and expensive that it effectively prohibits an effective, efficient, and fair dismissal of a grossly ineffective teacher. However, this decision has been stayed until appeals can be settled. ***

***Note: Because Education Code provisions pertaining to employee suspension and dismissal are complex, districts are advised to consult with legal counsel before instituting such proceedings. ***

Causes for Suspension or Dismissal

***Note: Education Code 44932 lists causes for which a certificated employee may be suspended without pay or dismissed. AB 215 (Ch. 55, Statutes of 2014) amended Education Code 44932 to add egregious misconduct, as defined, as a cause for dismissal and to delete membership in the Communist party. ***

***Note: The causes listed in Education Code 44932 have been found to be so broad as to be sometimes difficult to apply. However, the California Supreme Court (Morrison v. State Board of Education) has articulated a seven-part test to determine fitness to teach, including (1) likelihood of recurrence of the questioned conduct or performance, (2) extenuating or aggravating circumstances, (3) effect of notoriety and publicity, (4) impairment of teacher-student relationships, (5) disruption of the education process, (6) motive, and (7) proximity or remoteness in time of conduct or performance. The conduct or performance that gives rise to the need to suspend or dismiss need not occur on or involve district property. ***

A certificated employee with permanent status may be suspended without pay or dismissed only for one or more of the following causes. (Education Code 44932)

1. Immoral conduct including, but not limited to, egregious misconduct that is the basis for a sex offense or controlled substance offense described in Education Code 44010 or 44011 or child abuse and neglect as described in Penal Code 11165.2-11165.6

2. Unprofessional conduct

3. Commission, aiding, or advocating the commission of acts of criminal syndicalism

4. Dishonesty

5. Unsatisfactory performance

6. Evident unfitness for service

7. Physical or mental condition unfitting the employee to instruct or associate with children

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

8. Persistent violation of or refusal to obey the school laws or regulations of the state or district

9. Conviction of a felony or of any crime involving moral turpitude

10. Violation of Education Code 51530 or Government Code 1028 (advocacy of communism)

11. Alcoholism or other drug abuse that makes the employee unfit to instruct or associate with children

(cf. 4115 - Evaluation/Supervision)

An employee may be suspended or dismissed on grounds of unprofessional conduct consisting of acts or omissions not listed above if the charge specifies instances of behavior deemed to constitute unprofessional conduct. (Education Code 44933)

An employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student, or for refusing to infringe on a student's protected conduct, when that student is exercising his/her free speech or press rights pursuant to Education Code 48907 or 48950. (Education Code 48907, 48950)

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)
(cf. 5145.2 - Freedom of Speech/Expression)

Suspension/Dismissal of Permanent Employees

***Note: Procedures for the suspension or dismissal of permanent employees are addressed in Education Code 44932-44947. Some of these procedures were amended by AB 215 (Ch. 55, Statutes of 2014), including the establishment of an alternative procedure for charges related

solely to egregious misconduct. ***

***Note: See the accompanying Board policy for information about Board responsibilities related to reviewing the statement of charges, providing notice to the employee of the Board's intent to suspend or dismiss him/her, and, when applicable, appointing a member of the Commission on Professional Competence that will conduct a hearing on the matter. ***

When a permanent certificated employee is charged with one or more of the offenses specified in the section "Causes for Suspension or Dismissal" above, the following procedures shall apply:

1. The person preparing a written statement of charges that there is cause to suspend or dismiss an employee shall submit the signed statement to the Governing Board. (Education Code 44934, 44934.1)

2. Upon receiving notice of the Board's intent to suspend or dismiss him/her, the employee may request a hearing on the matter. The hearing shall be conducted by the Commission on Professional Competence, except that any case involving only egregious misconduct shall be heard instead by an administrative law judge and, in any other case, the hearing may be conducted by an administrative law judge when both the district and employee so stipulate. (Education Code 44943, 44944, 44944.05, 44944.1, 44944.3)

3. Except when an employee is charged solely with egregious misconduct, the district may amend the charges less than 90 days before the hearing only upon showing of good cause and upon approval of the administrative law judge. (Education Code 44934)

4. The employee shall be suspended or dismissed when the Commission on Professional Competence or administrative law judge has issued its decision supporting suspension or dismissal or, if the employee did not request a hearing, at the expiration of 30 days after service of the notice of intent to suspend or dismiss. (Education Code 44941, 44943, 44944)

The Superintendent or designee shall notify the Commission on Teacher Credentialing when the employment status of a certificated employee has been changed as a result of alleged misconduct or while an allegation of misconduct is pending. (Education Code 44030.5, 44242.5, 44940; 5 CCR 80303)

(cf. 4117.7/4317.7 - Employment Status Reports)

Suspension/Dismissal of Probationary Employees

***Note: With proper notice, the district may choose not to rehire probationary employees for the following year without giving a statement of reasons; see AR 4117.6 - Decision Not to Rehire. However, during the school year, probationary employees may only be suspended without pay or dismissed for cause and in accordance with the applicable procedures specified in law. ***

The district may choose not to rehire probationary employees for the following school year without giving a statement of reasons provided that it is done in accordance with AR 4117.6 - Decision Not to Rehire and proper notice is provided by March 15. (Education Code 44929.21, 44929.23)

(cf. 4116 - Probationary/Permanent Status)
(cf. 4117.6 - Decision Not to Rehire)

***Note: Districts with average daily attendance (ADA) of 250 or more may dismiss probationary employees during the school year in accordance with the procedures contained in Education Code 44948.3, in which case the decision whether to dismiss an employee rests with the Board rather than the Commission on Professional Competence (Option 1 below). ***

***Note: Districts with less than 250 ADA should select the appropriate option below depending on how the district grants permanent status to certificated employees in accordance with BP/AR 4116 - Permanent/Probationary Status. Districts with less than 250 ADA that have not adopted a collective bargaining agreement may elect to use the procedures in Education Code 44934 and 44934.1 for dismissal of probationary employees (Option 2 below), as reflected in the section "Suspension/Dismissal of Permanent Employees" above. Alternatively, Education Code 44948.2 authorizes districts with less than 250 ADA to elect to dismiss probationary employees during the school year pursuant to Education Code 44948.3 (Option 1 below). When districts with less than 250 ADA decide to use the procedures in Education Code 44948.3, their employees will become permanent employees if they are not served with a notice of non-reelection before March 15 of their second year. Since Education Code 44948.3 applies only to dismissal of probationary employees in districts with 250 ADA or more or to districts of less than 250 ADA that elect to use Education Code 44948.3, it is not appropriate for use by districts that either grant permanent status after three consecutive years or that reelect employees from year to year without granting permanent status. ***

OPTION 1: (Districts with ADA of 250 or more, or districts with less than 250 ADA that have elected to use the dismissal procedures in Education Code 44948.3)

During the school year, probationary employees in their first or second year of service may be dismissed only for one or more of the causes listed in items #1-11 in the section "Causes for Suspension or Dismissal" above or for unsatisfactory performance determined pursuant to Education Code 44660-44665. (Education Code 44948.2, 44948.3)

Whenever a first- or second-year probationary employee is so charged, the following procedures shall apply for dismissing the employee: (Education Code 44948.3)

1. The Superintendent or designee shall give 30 days' prior written notice of dismissal, not later than March 15 in the case of second-year probationary employees. The notice shall include a statement of the reasons for the dismissal, notice of the opportunity to appeal, and, if the cause is unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code 44664.

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

***Note: Pursuant to Education Code 44948.3, the probationary employee may request a hearing as provided below. His/her failure to request a hearing within 15 days from receipt of the dismissal notice constitutes a waiver of the right to a hearing. ***

2. Upon receipt of the notice of dismissal, the employee may be dismissed if no request for

a hearing is submitted to the Board within 15 days.

***Note: Education Code 44948.3 authorizes the district to establish procedures for the appointment of an administrative law judge to conduct the hearing and submit his/her recommended decision to the Board. Item #3 may be revised to reflect any such procedures established by the district. ***

3. If a hearing is requested, the district may arrange for the appointment of an administrative law judge to conduct the hearing and to recommend a decision to the Board.

A probationary employee may be suspended without pay for a specified period of time as an alternative to dismissal. (Education Code 44948.3)

OPTION 2: (Districts with less than 250 ADA that do not grant permanent status after two years and do not elect to use the procedures in Education Code 44948.3)

During the school year, probationary employees may be dismissed only for one or more of the causes listed in items #1-11 in the section "Causes for Suspension or Dismissal" above. (Education Code 44948)

Whenever a probationary employee is so charged, dismissal procedures shall be those set forth in Education Code 44934 and 44934.1 as described in the section "Suspension/Dismissal of Permanent Employees" above.

Compulsory Leave of Absence

***Note: Whenever a certificated employee is charged with a "mandatory leave of absence offense" as defined in Education Code 44940, the district is required to place him/her on a compulsory leave of absence. Penal Code 291 requires law enforcement, including the local police, sheriff, or California Highway Patrol, to telephone the Superintendent when a school employee has been arrested for a sex offense and provide written notice to the County Superintendent of Schools and the Commission on Teacher Credentialing (CTC). ***

***Note: AB 215 (Ch. 55, Statutes of 2014) amended Education Code 44940 to add murder or attempted murder to the list of mandatory leave of absence offenses (item #2 below) and to delete exceptions regarding controlled substances (item #3 below). ***

***Note: Pursuant to Education Code 44009 and 44425, the CTC will revoke the credential of an individual who has been convicted of a mandatory leave of absence offense. ***

Upon being informed by law enforcement that a certificated employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes: (Education Code 44830.1, 44940)

1. Any sex offense as defined in Education Code 44010

2. Violation or attempted violation of Penal Code 187 (murder)

3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

(cf. 4117.7/4317.7 - Employment Status Reports)

***Note: Education Code 44940 permits the Board to require compulsory leaves for certain "optional leave of absence offenses" as defined below. AB 215 (Ch. 55, Statutes of 2014) amended Education Code 44940 to move violations or attempted violations of Penal Code 187 from the list of optional leave of absence offenses to the list of mandatory leave of absence offenses. ***

***Note: The following optional paragraph should be revised to reflect offenses which the Board has determined will require a compulsory leave of absence. ***
The Superintendent or designee may place on an immediate compulsory leave of absence a certificated employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols. (Education Code 44940)

If an employee is charged with an offense that falls into both the mandatory and optional leave of absence definitions, the offense shall be treated as a mandatory leave of absence offense. (Education Code 44940)

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless he/she demands a hearing. (Education Code 44940, 44940.5)

***Note: Pursuant to Education Code 44940.5, while on compulsory leave, the employee may receive his/her salary if he/she provides a suitable bond or other acceptable security as a guarantee that he/she will repay the leave-period salary if convicted of the charges or if he/she fails to return to district service. If the employee is acquitted or the charges are dismissed, the district must reimburse him/her for the cost of the bond upon return to service in the district. If an employee who does not furnish a bond or other security is acquitted or the charges are dismissed, the district must pay his/her salary for the time spent on leave upon return to service.

Education Code 44940.5 specifies that, if the charges against an employee are dismissed as a result of the employee's successful completion of a drug diversion program and the employee returns to service, the employee may elect to receive payment for his/her accrued leave and differential pay for the length of the employee's leave of absence. ***

During the period of compulsory leave, the employee shall be compensated in accordance with Education Code 44940.5.

Upon receipt of telephone or electronic notification from the Department of Justice that a current temporary, substitute, or probationary employee serving before March 15 of his/her second probationary year has been convicted of a violent or serious felony, the Superintendent or

designee shall immediately place the employee on leave without pay. Upon receipt of electronic notification of the conviction from the Department of Justice, such employee shall be automatically terminated and without regard to any other termination procedure. (Education Code 44830.1)

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

(7/00 11/08) 12/14

Administrative Regulation

Dismissal/Suspension/Disciplinary Action

AR 4218
Personnel

Termination of Probationary Employment

Note: In accordance with Education Code 35161, the Board can delegate to the Superintendent or designee the authority to dismiss probationary classified employees as set forth below.

At any time prior to the expiration of the probationary period, the Superintendent or designee may, at his/her discretion, dismiss a probationary classified employee from district employment. A probationary employee shall not be entitled to a hearing.

Involuntary Suspension Without Pay, Demotion, Reduction of Pay Step in Class, or Dismissal of Permanent Classified Employees

Permanent classified employees shall be subject to personnel action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

Note: Education Code 45113 mandates districts not incorporating the merit system to prescribe, by rule or regulation, causes for disciplinary action against permanent classified employees. Such employees may be disciplined only for cause as so prescribed. In merit system districts, causes for suspension or dismissal are those designated by rule of the commission and those specified in Education Code 45303. If negotiated collective bargaining agreements contain different provisions for employee discipline, those negotiated agreements would take precedence over this regulation for those employees covered by the collective bargaining agreements.

1. Causes

In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this district, each of the following constitutes cause for personnel action against a permanent classified employee:

a. Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.

b. Incompetency.

c. Inefficiency.

d. Neglect of duty.

e. Insubordination.

f. Dishonesty.

g. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.

(cf. 4020 - Drug and Alcohol-Free Workplace)

Note: The following cause for disciplinary action deliberately makes no mention of drug addiction. It is not against the law to be an addict, and punishing someone for being an addict could lead to discrimination claims under the Americans with Disabilities Act.

h. Possessing or being under the influence of a controlled substance at work or away from work, or furnishing a controlled substance to a minor.

i. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.

j. Absence without leave.

k. Immoral conduct.

l. Discourteous treatment of the public, students, or other employees.

m. Improper political activity.

n. Willful disobedience.

o. Misuse of district property.

p. Violation of district, Board or departmental rule, policy, or procedure.

q. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.

r. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.

s. A physical or mental disability which precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating the retirement of employees.

t. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or

other employees while acting in the capacity of a district employee.

u. Unlawful retaliation against any other district officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.

v. Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the district or his/her employment.

Except as defined in item "s" above, no personnel action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district.

2. Initiation and Notification of Charges

Note: In districts not incorporating the merit system, Education Code 45113 mandates the Board to adopt disciplinary procedures which contain provisions for giving classified employees a written notice of specific charges, procedures, and employee rights.

The Superintendent or designee may initiate a personnel action as defined herein against a permanent classified employee.

In all cases involving a personnel action, the person initiating the action shall file a written recommendation of personnel action with the Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address. The recommendation shall include:

a. A statement of the nature of the personnel action (suspension without pay, demotion, reduction of pay step in class, or dismissal).

b. A statement of the cause or causes for the personnel action, as set forth above.

c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the district is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.

d. A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed.

e. A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

3. Employment Status Pending Appeal or Waiver

Except as provided herein, any employee against whom a recommendation of personnel action has been issued shall remain on active duty status and responsible for fulfilling the duties

of the position pending his/her appeal or waiver thereof.

If the Superintendent or designee determines that a permanent classified employee should be dismissed and that his/her continuing in active duty status would present an unreasonable risk of harm to students, staff, or property while proceedings are pending, the Superintendent or designee may order the employee immediately suspended from duty without pay in conjunction with the recommendation of personnel action. This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance. Except in cases of emergency when the employee must be removed from the premises immediately, the Superintendent or designee shall give the employee written notice of the proposed recommendation of dismissal at least five calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal. This notice shall state that immediate suspension without pay is being considered, the reasons for the proposed dismissal and proposed immediate suspension without pay, materials upon which the proposed action is based, and the employee's right to respond to the Superintendent or designee orally or in writing before the final recommendation and order are issued.

4. Time Limit of Suspension

Except for a suspension imposed under #3 above, any suspension invoked under these rules against any one person for one or more periods shall not aggregate more than 90 calendar days in any 12-month period; however, this time limitation shall not apply to cases in which a personnel action of dismissal is modified by the Board to a suspension.

5. Right to Appeal

Note:In California School Employees Association v. Livingston Union School District, a district's policy, pursuant to Education Code 45113, required that the employee be provided written notice of his right to request a hearing on the charges within five days "after service of the notice." The notice was delivered via certified mail to the employee's post office box, but the employee did not actually receive the notice until several months later. The district denied the employee's late request for a hearing on the grounds that it was not received within five days from the date the notice was mailed. The court held that the district's notice was invalid because it was not "reasonably calculated" to notify the employee of the action and to afford him an opportunity to request a hearing. Thus, when calculating the five day response timeline, districts should be careful to ensure that the notice has first been received by the employee.

Within five calendar days after receiving the recommendation of personnel action described above, the employee may appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the Superintendent or designee during normal work hours of that office. A notice of appeal may be mailed to the office of the Superintendent or designee but must be received or postmarked no later than the time limit stated herein. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any appeal of the recommendation of dismissal shall also constitute an appeal of the suspension order, and the necessity of the order shall be an issue in

the appeal hearing.

If the employee fails to file a notice of appeal within the time specified in these rules, he/she shall be deemed to have waived his/her right to appeal, and the Board may order the recommended personnel action into effect immediately.

6. Amended/Supplemental Charges

At any time before an employee's appeal is finally submitted to the Board or to a hearing officer for decision, the complainant may, with the consent of the Board or hearing officer, serve on the employee and file with the Board an amended or supplemental recommendation of personnel action.

If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

7. Hearing Procedures

a. The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel. The employee shall be entitled to a public hearing if he/she demands it when the Board is hearing the appeal. The complainant may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing with Government Code 11500 shall not apply to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

b. All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) except in those cases where the Board determines to hear the appeal itself. In any case in which the Board hears the appeal, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, the Board shall affirm, modify or revoke the recommended personnel action.

c. If the appeal is heard by a hearing officer, he/she shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within ten days after the proposed decision is filed by the Board. The Board may:

(1) Adopt the proposed decision in its entirety.

(2) Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision.

(3) Reject a proposed reduction in personnel action, approve the personnel action sought by

the complainant or any lesser penalty, and adopt the balance of the proposed decision.

(4) Reject the proposed decision in its entirety.

d. If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision, as provided in item "c" above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within 10 days after the proposed decision is filed by the Board.

e. In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Board or the hearing officer may consider the records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing.

8. Hearing Decision

The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.

The decision of the Board shall be certified to the Superintendent or designee who recommended the personnel action, and he/she shall enforce and follow this decision. A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by registered mail. The decision of the Board shall be final.

OPTION 1 - Nonmerit System Districts

9. Compulsory Dismissal

Note: This section applies to districts that have not adopted the merit system. Pursuant to Education Code 45123, these districts may not employ or continue to employ anyone who has been convicted of any sex offense as described below. In addition, these districts may not employ anyone who has been convicted of a controlled substance offense as described below unless the Board determines from the evidence it requires that the person has been rehabilitated for at least five years.

The district shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education Code 44010 or any controlled substance offense as defined in Education Code 44011. However, the district may employ a person convicted of a controlled substance offense if the Board determines from the evidence it requires that the person has been rehabilitated for at least five years. If any such conviction is reversed and the person acquitted or charges dismissed except as otherwise provided below, the employee may be reemployed by the district, although reemployment is not a guarantee. (Education Code 45123)

The district reserves the right to dismiss an employee for any acts upon which the original criminal charges were based, despite the disposition by the courts. If dismissal is recommended and upheld, an employee will not be reemployed or compensated for the time he/she was suspended unless otherwise required by law. An employee shall be given notice of the possibility of not being reimbursed during mandatory suspension if he/she is ultimately dismissed for the acts upon which the original charges were based.

OPTION 2 - Merit System Districts

9. Compulsory Leave of Absence

Note: Education Code 45304 requires that the Board in merit system districts immediately place on compulsory leave of absence any district or county office of education employee who is charged with a mandatory leave of absence offense as defined in Education Code 44940. Mandatory leave offenses are sex offenses and offenses involving the furnishing of certain drugs to minors. The Board may require compulsory leave for an employee charged with an optional leave of absence offense. Optional leave of absence offenses are offenses involving murder, attempted murder, and the possession or sale of certain drugs.

Employees charged with a mandatory leave of absence offense as defined in Education Code 44940 shall be placed immediately on compulsory leave of absence for not more than ten days after entry of judgment in the criminal proceedings, unless the leave is extended as provided below. (Education Code 45304)

Employees charged with an optional leave of absence offense as defined in Education Code 44940 may be placed immediately on compulsory leave of absence under the terms and conditions stated below. (Education Code 45304)

Despite the disposition of criminal charges, the Board reserves the right to dismiss an employee for the facts upon which the criminal charges were based. An employee ultimately found guilty by the Personnel Commission to have committed the acts upon which the original charges were based may be dismissed. If so dismissed, the employee is not entitled to compensation during the time of his/her suspension, unless otherwise required by law.

An employee shall be given notice of the possibility of being dismissed without pay during the compulsory suspension if he/she is ultimately found guilty of the acts leading to the criminal charges, despite the disposition of the charges by the court.

10. Extension of Compulsory Leave

Note: Pursuant to Education Code 45304, employees placed on compulsory leave are subject to the procedures of Education Code 44940.5.

The Board may extend an employee's compulsory leave of absence by giving him/her notice, within ten days after the entry of judgment in the proceedings, that he/she will be dismissed in 30 days unless he/she demands a hearing. Employee compensation during the period of compulsory leave shall be made in accordance with law. (Education Code 44940.5)

Legal Reference:
EDUCATION CODE
35161 Delegation of powers and duties
44009 Conviction of specified crimes
44010 Sex offense
44011 "Controlled substance offense" defined
44940 Leave of absence; employee charged with mandatory or optional leave of absence offense
44940.5 Compulsory leave of absence; procedures; extension; compensation; bond or security; reports
45101 Definitions (including "disciplinary action," "cause")
45109 Fixing of duties
45113 Rules and regulations for classified service in districts not incorporating the merit system
45123 Employment after conviction of sex or narcotics offense
45302 Demotion and removal from permanent classified service
45303 Additional cause for suspension or dismissal of employees in classified service
45304 Suspension for reasonable cause; filing of charges; employee charged with mandatory or optional leave of absence offense
VEHICLE CODE
1808.8 Schoolbus drivers; dismissal for safety-related cause

(5/85 3/87 3/90) 6/94

Laguna Beach Unified School District

26. INFORMATION **April 21, 2015**

Administrative Regulations – First Reading of Administrative Regulations 4117.6: Decision Not to Rehire

Background

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies and Administrative Regulations and deleting Board Policies as necessary.

Recommended Action

The committee recommends the Board move the administrative regulation forward for a second reading at the May 12 Board meeting for adoption of Administrative Regulation 4117.6: Decision Not to Rehire.

Prepared by:
Victoria Webber
Executive Assistant
to the Superintendent

Submitted by:
Sherine Smith, Ed.D.
Superintendent of Schools

Administrative Regulation

Decision Not To Rehire

AR 4117.6
Personnel

Note: The following optional regulation describes procedures for not rehiring non-permanent certificated employees. Pursuant to Education Code 44929.21 and 44929.23, the following regulation applies to (1) districts with 250 or more ADA and (2) districts with less than 250 ADA that grant permanent status after two consecutive school years to employees in positions requiring certification and that have elected to dismiss employees during the school year for unsatisfactory performance pursuant to Education Code 44948.2. This regulation should be deleted by (1) districts of less than 250 ADA that do not satisfy those conditions and (2) any size district with a collective bargaining agreement that includes procedures for not rehiring.

***Note: The following procedure should not be used when a certificated employee is being laid off; those procedures are addressed in BP/AR 4117.3 - Personnel Reduction, which includes the specific hearing and reemployment rights for such employees, pursuant to Education Code 44949 and 44955. ***

The Superintendent or designee shall provide the Governing Board with his/her recommendations regarding the rehiring of probationary certificated personnel.

***Note: In Hoschler v. Sacramento City Unified School District, a court held that, when providing notice of nonreelection pursuant to Education Code 44929.21, the district must ensure that the employee receives notice on or before March 15 either through personal service or through another method which will endure actual receipt. Because the district provided notice via certified mail, but did not have evidence that the employee received the certified letter on or before March 15, the notice was not timely and the employee was deemed to have been reelected for the subsequent school year. ***

The Board may decide not to rehire a probationary employee for a second school year and give written notice of its decision to the employee at any time during his/her first year of employment. If the Board does not give written notice, the employee shall be deemed reelected for the next succeeding school year.

The Board may decide not to rehire a probationary employee for a third year and give written notice to the employee on or before March 15 of his/her second complete consecutive school year of employment. If the Board does not give written notice on or before March 15, the employee shall be deemed reelected for the next succeeding school year. (Education Code 44929.21, 44929.23)

Note: Because the employment classification of interns is complex, districts should consult with legal counsel regarding the terms of employment for interns. See BP/AR 4112.21 - Interns.

(cf. 4112.21 - Interns)

(cf. 4116 - Probationary/Permanent Status)
(cf. 4117.3 - Personnel Reduction)

Legal Reference:
EDUCATION CODE
44885.5 District interns
44929.21 Districts with 250 ADA or more; notice of reelection decision
44929.23 Districts with daily attendance less than 250
44948.2 Election to use provisions of EC 44948.3
44948.3 Dismissal of probationary employees (over 250 ADA)
44949 Cause, notice and right to hearing required for dismissal of probationary employee
44955 Reduction in number of permanent employees

(12/91 12/92) 7/04

27. INFORMATION **April 21, 2015**

Board Policies – First Reading of Board Policy and Administrative Regulation 4119.11/4219.11/4319.11: Sexual Harassment

Background

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies and Administrative Regulations and deleting Board Policies as necessary.

Recommended Action

The committee recommends the Board move the policy and administrative regulation forward for a second reading at the May 12 Board meeting for adoption of Board Policy and Administrative Regulation 4119.11/4219.11/4319.11: Sexual Harassment and deletion of Board Policy 4003.

Prepared by:
Victoria Webber
Executive Assistant
to the Superintendent

Submitted by:
Sherine Smith, Ed.D.
Superintendent of Schools

Board Policy
Sexual Harassment

BP 4119.11 4219.11,4319.11
Personnel

Note: Education Code 231.5 mandates the district to have a written policy on sexual harassment. As part of this mandate, the district also should adopt a sexual harassment policy related to students; see BP/AR 5145.7 - Sexual Harassment.

Note: Generally, courts recognize two types of conduct as constituting sexual harassment. "Quid Pro Quo" ("this for that") sexual harassment is considered to have occurred when a person in a position of authority makes another individual's educational or employment benefits conditional upon that other person's willingness to engage in unwanted sexual behavior (e.g., promising a promotion for sex). "Hostile environment" sexual harassment, on the other hand, is conduct by the perpetrator that is so severe, persistent, or pervasive that it creates a hostile, intimidating, or abusive educational or professional environment for another. Sexual harassment also covers retaliatory behavior against a complainant, witness, or other participant in the complaint process.

Note: Sexual harassment may be a violation of Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17) and/or Title IX of the Education Amendments of 1972 (42 USC 2000h-2-2000h-6), as well as the California Fair Employment and Housing Act, Government Code 12900-12996.

Note: Government Code 12940 and 34 CFR 106.9 extend protection against sexual harassment to job applicants. In addition, pursuant to Government Code 12940, employers may be held liable for sexual harassment committed against their workers by clients, customers, or other third parties if they knew or should have known of the harassment and failed to take immediate and appropriate corrective action to stop the harassment.

The Governing Board prohibits sexual harassment of district employees and job applicants. The Board also prohibits retaliatory behavior or action against district employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy and administrative regulation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4030 - Nondiscrimination in Employment)

***Note: Federal and state courts have provided guidance that may help employers avoid liability or mitigate damages in sexual harassment cases. In Department of Health Service v. Superior Court (McGinnis), the California Supreme Court outlined ways in which employers may be able to reduce damages including establishing anti-harassment policies, communicating those policies to employees, consistently enforcing their policies, preserving the confidentiality of employees who report harassment, and preventing retaliation against reporting employees. The United States Supreme Court has held, in Burlington Industries v. Ellerth, that, for certain claims under federal law, an employer may defend against sexual harassment claims by proving

that: (1) reasonable care was exercised to prevent and promptly correct any sexually harassing behavior, and (2) the employee (victim) failed to take advantage of the preventive and corrective opportunities provided by the employer. ***

***Note: Pursuant to Government Code 12950.1, as added by AB 1825 (Ch. 933, Statutes of 2004), employers with 50 or more employees are required to provide two hours of sexual harassment training to supervisory employees. See the accompanying administrative regulation for timelines and training requirements. ***

Note: Items #1-4 below reflect the courts' guidance and Government Code 12950.1 and should be modified to reflect district practice.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation

2. Publicizing and disseminating the district's sexual harassment policy to staff

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

3. Ensuring prompt, thorough, and fair investigation of complaints

4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (5 CCR 4964)

***Note: Because an employee's (especially a supervisor's) knowledge or notice of sexual harassment may subject the district to liability, it is recommended that the district require its employees with knowledge or notice of sexual harassment to report the harassment to the appropriate authorities. ***

Any district employee or job applicant who feels that he/she has been sexually harassed or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately report the incident to his/her supervisor, the principal, district administrator or Superintendent.

A supervisor, principal or other district administrator who receives a harassment complaint shall promptly notify the Superintendent or designee.

***Note: In Faragher v. City of Boca Raton, one of the factors relied on by the court in finding liability for harassment by a supervisor was the failure of the policy to provide an assurance to its employees that harassing supervisors may be bypassed in registering complaints. ***

Complaints of sexual harassment shall be filed in accordance with AR 4031 - Complaints

Concerning Discrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

(cf. 4031 - Complaints Concerning Discrimination in Employment)

Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment against a district employee, job applicant, or student is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Note: In addition to district sanction against employees who engage in sexual harassment, Government Code 12940 provides that such employees may be held personally liable in a court of law for any damage to the victim(s).

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination on the basis of sex
GOVERNMENT CODE
12900-12996 Fair Employment and Housing Act, especially:
12940 Prohibited discrimination
12950.1 Sexual harassment training

(11/01 3/04) 7/05

Administrative Regulation

Sexual Harassment

AR 4119.11 4219.11,4319.11
Personnel

Definitions

Note: In Oncale v. Sundowner Offshore Services, Inc., the Supreme Court held that same-sex sexual harassment could be actionable under Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17).

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the work or educational setting when: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.

2. Submission to or rejection of such conduct by the individual is used as the basis for an employment decision affecting him/her.

3. The conduct has the purpose or effect of having a negative impact upon the individual's work or has the purpose or effect of creating an intimidating, hostile, or offensive work environment. The conduct is sufficiently severe, persistent, pervasive, or objectively offensive so as to create a hostile or abusive working environment or to limit the individual's ability to participate in or benefit from an education program or activity.

4. Submission to or rejection of the conduct by the other individual is used as the basis for any decision affecting him/her regarding benefits, services, honors, programs, or activities available at or through the district.

Note: Pursuant to Government Code 12940, an employer may be held liable for sexual harassment committed against employees by clients, customers, or other third parties if the employer knew, or should have known, of the harassment and failed to take immediate and appropriate corrective action to stop the harassment. The following paragraph clarifies that sexual harassment may include acts by supervisors, co-workers, or other parties and should be modified to reflect district practice.

Other examples of actions that might constitute sexual harassment, whether committed by a supervisor, a co-worker, or a non-employee, in the work or educational setting, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments,

sexually degrading descriptions, or the spreading of sexual rumors

2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects

3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Prohibited sexual harassment may also include any act of retaliation against an individual who reports a violation of the district's sexual harassment policy or who participates in the investigation of a sexual harassment complaint.

Training

Note: Government Code 12950.1 requires any district with 50 or more employees to provide two hours of sexual harassment training and education to supervisory employees once every two years. All newly hired supervisors or employees promoted to a supervisory position must receive the training within six months of their hire or assumption of the supervisory position. Compliance with this law does not insulate the district from any liability for harassment.

Note: Pursuant to 2 CCR 7288.0, as added by Register 2007, No. 29, the definition of "supervisor" in Government Code 12926 is applicable to this training requirement. Government Code 12926 defines "supervisor" broadly as any individual having the authority to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees or to effectively recommend that action if the exercise of that authority is not merely routine or clerical in nature. Governing Board members, as elected officials, are not usually considered "supervisors"; however, since Board members have the authority to hire, reward, or discipline the Superintendent and other employees, Board members may also be required to receive sexual harassment training. Districts should consult with legal counsel to ensure that the appropriate individuals receive training.

Note: The following section is for use by districts with 50 or more employees. Although the law does not require districts with fewer than 50 employees to provide sexual harassment training to supervisors, court decisions have held that providing training may help mitigate damages in sexual harassment suits. Districts with fewer than 50 employees may delete or modify the following section to reflect district practice.

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours of classroom or other effective interactive training and education regarding sexual harassment. All newly hired or promoted supervisory employees shall receive training within six months of their assumption of the supervisory position. (Government Code 12950.1)

Note: Government Code 12950.1 and 2 CCR 7288.0, as added by Register 2007, No. 29, require that the training contain specified components and be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. Pursuant to 2 CCR 7288.0, employers may offer computer-based training, but such training must be interactive and provide a link as to how to contact a trainer who shall be able to answer any questions within two business days.

The district's training and education program for supervisory employees shall include information and practical guidance regarding the federal and state laws on the prohibition against and the prevention and correction of sexual harassment, and the remedies available to the victims of sexual harassment in employment. The training shall also include all of the content specified in 2 CCR 7288.0 and practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1; 2 CCR 7288.0)

Note: Although the law does not require districts with 50 or more employees to provide training to non-supervisory employees or districts with less than 50 employees to train any employee, it is recommended that all districts provide training to each employee because court decisions have held that providing training may help mitigate damages in sexual harassment lawsuits. In Department of Health Services v. Superior Court (McGinnis), the California Supreme Court held that employers that have taken reasonable steps to prevent and correct workplace sexual harassment may be able to reduce damages in the event of a lawsuit. Such steps may include establishing antiharassment policies and communicating those policies to employees. The following optional paragraph is consistent with the court's guidance and should be modified to reflect district practice.

In addition, the Superintendent or designee shall ensure that all employees receive periodic training regarding the district's sexual harassment policy, particularly the procedures for filing complaints and employees' duty to use the district's complaint procedures.

Notifications

Note: Education Code 231.5 requires that the district provide copies of its policy on sexual harassment to staff, as specified below. In addition, 2 CCR 7288.0, as added by Register 2007, No. 29, requires that supervisory employees undergoing mandatory training receive a copy of the district's policy and acknowledge receipt of the policy.

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted

2. Be provided to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year or whenever a new employee is hired

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct

Note: Government Code 12950 requires the Department of Fair Employment and Housing (DFEH) to develop posters and information sheets on employment discrimination and the illegality of sexual harassment. These documents are available on DFEH's web site.

All employees shall receive either a copy of information sheets prepared by the California Department of Fair Employment and Housing (DFEH) or a copy of district information sheets that contain, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment

2. The definition of sexual harassment under applicable state and federal law

3. A description of sexual harassment, with examples

4. The district's complaint process available to the employee

(cf. 4031 - Complaints Concerning Discrimination in Employment)

5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)

6. Directions on how to contact DFEH and the EEOC

7. The protection against retaliation provided by 2 CCR 7287.8 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, DFEH's poster on discrimination in employment and the illegality of sexual harassment. (Government Code 12950)

(3/04 7/05) 3/08

LAGUNA BEACH UNIFIED SCHOOL DISTRICT
I.
Board Policies Covering All Employees

Delete 4003

Board Policy No. 4003: SEXUAL HARASSMENT POLICY

Introduction

The District recognizes that harassment on the basis of sex is a violation of both federal and state employment discrimination laws as well as this District Policy. The District will provide to all employees a work environment free from sexual harassment, and will not tolerate such conduct on the part of any employee. Employees who permit or engage in sexual harassment may be subject to disciplinary action up to and including dismissal.

Any individual with a complaint of sexual harassment should immediately report it to the Superintendent or the Principal. If the Superintendent is the individual about whom the complaint is to be made, the employee should make the complaint directly to the Board President. All complaints of sexual harassment will be promptly and thoroughly investigated and properly resolved. No individual will suffer reprisals for reporting any incidents of sexual harassment or making any complaints.

Definitions Of Sexual Harassment

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. It includes but is not limited to circumstances in which:

Submission to such conduct is made a term or condition of an individual's employment; or Submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual; or

Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. A hostile work environment is established where there is unwelcomed sexual conduct that a reasonable person of the same gender as the complainant would consider sufficiently severe or pervasive to alter the conditions of employment and create an abusive working environment.

Forms Of Sexual Harassment

Forms of sexual harassment include but are not limited to the following:

"Quid pro quo" sexual harassment occurs when a person in a position to effectively recommend, grant, deny, or adversely effect the terms or conditions of employment or a student's status, educational or career opportunities offers or suggests that such effects are conditional on an individual's willingness to engage in or tolerate the unwelcome sexual conduct.
"Hostile environment" sexual harassment occurs when the unwelcome sexual conduct is sufficiently severe or pervasive so as to alter the conditions of an individual's learning or work environment, unreasonably interfere with an individual's academic or work performance, or create an intimidating, hostile, or abusive learning or work environment.

Examples of Prohibited Sexual Harassment

Verbal harassment - Includes but is not limited to unwelcome derogatory comments, remarks, slurs, jokes or innuendo based on sex or of a sexual nature and may include, but is not limited to, unwelcome sexual comments, obscenities or innuendo regarding an individual's body, physical appearance, attire, sexual prowess, marital status or sexual orientation; unwelcome or repeated flirting, or proposals to meet, date, or engage in conversations which include the verbal statements defined above; demands for sexual favors, or verbal abuse, threats or intimidation of a sexual nature, or patronizing or ridiculing statements which convey derogatory attitudes toward or demeaning to a particular gender.

Physical harassment - Includes, but is not limited to, unwelcome and offensive touching, assault, impeding or blocking free movement, attempting to or kissing, patting, stroking, grabbing, or invading the space of another; pinching, leering, staring, unnecessarily brushing against, whistling or making sexual signs or gestures toward or in the presence of another.

Visual harassment - Includes but is not limited to the display or circulation of sexually derogatory, demeaning, or offensive posters, pictures, cards, cartoons, graffiti, drawings, or gestures; or reading materials, computer graphics or electronic media transmission.

Solicitation of sexual favors - Includes, but is not limited to, unwelcome sexual advances, suggestions or requests for sexual acts or favors.

Dissemination Of Policy

All employees shall be notified of this Policy.
A copy of this Policy shall be posted along with and in the same manner as is other material which is posted for the benefit or protection of employees.

Legal Reference:
Federal: Civil Rights Act of 1964, Title VII
Equal Pay Act of 1963
Title IX, Education Amendments of 1972 as amended by the Civil Rights Restoration Act of 1987
State: Fair Employment and Housing Act
Government Code section 12940
Government Code section 11135
Education Code sections 220-231.5

Date Policy Adopted By The Board: July 23, 2001

28. INFORMATION **April 21, 2015**

Board Policies – First Reading of Board Policy and Administrative Regulation 4121: Temporary Substitute Personnel

Background

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies and Administrative Regulations and deleting Board Policies as necessary.

Recommended Action

The committee recommends the Board move the policy and administrative regulation forward for a second reading at the May 12 Board meeting for adoption of Board Policy and Administrative Regulation 4121: Temporary Substitute Personnel and deletion of Board Policy 4017: Employment of Substitute Certificated Employees, and Employment of Substitute and Short-Term Employees Not in the Classified Services.

Prepared by:
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Submitted by:
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Superintendent of Schools

Board Policy
Temporary/Substitute Personnel

BP 4121
Personnel

The Governing Board recognizes that substitute and temporary personnel perform an essential role in promoting student achievement and desires to employ highly qualified, appropriately credentialed employees to fill such positions.

(cf. 4112.2 - Certification)

Hiring

The Superintendent or designee shall recommend candidates for substitute or temporary positions for Board approval, and shall ensure that all substitute and temporary employees are assigned in accordance with law and the authorizations specified in their credential.

(cf. 4113 - Assignment)

Substitute personnel may be employed on an on-call, day-to-day basis.

In addition, after September 1 of any school year, the Board may employ substitute personnel for the remainder of the school year for positions for which no regular employee is available. The district shall first demonstrate to the Commission on Teacher Credentialing the inability to acquire the services of a qualified regular employee. (Education Code 44917)

(cf. 4117.14/4317.14 - Postretirement Employment)

***Note: Education Code 44956 and 44957 require that districts give employees who are laid off pursuant to Education Code 44955 priority for substitute service during the period of preferred right to reemployment. The period of preferred right to reemployment is 39 months for laid-off permanent employees and 24 months for probationary employees; see BP 4117.3 - Personnel Reduction. ***

***Note: Pursuant to Education Code 44956, if a laid-off permanent employee serves as a substitute in any position requiring certification for any 21 days or more within a period of 60 school days, he/she is entitled to compensation not less than the amount the employee would receive if he/she were being reappointed and retroactive to the first day of the substitute service. Education Code 44957 does not contain similar provisions for probationary employees; such employees are paid according to the salary schedule for substitute employees adopted by the Governing Board, regardless of the number of days worked as a substitute. ***

Permanent or probationary certificated employees who were laid off pursuant to Education Code 44955 and who have a preferred right of reappointment shall be given priority for substitute service in the order of their original employment. (Education Code 44956, 44957)

(cf. 4117.3 - Personnel Reduction)

Classification

***Note: A certificated employee's classification as a substitute, temporary, probationary, or permanent employee governs the statutory job protections to which he/she is entitled and the procedures that apply if he/she is not reelected; see section below entitled "Release from Employment/Dismissal." Districts are encouraged to consult legal counsel when questions arise regarding such classification. ***

At the time of initial employment and each July thereafter, the Board shall classify substitute and temporary employees as such. (Education Code 44915, 44916)

The Board may classify as substitute personnel a teacher hired to fill the position of a regularly employed person who is absent from service. (Education Code 44917)

***Note: The following two paragraphs describe circumstances under which the Education Code expressly defines a position as temporary. In both Bakersfield Elementary Teachers Association v. Bakersfield City School District and California Teachers Association v. Vallejo City Unified School District, the courts determined that it was inappropriate to classify certificated employees as temporary on the basis of the provisional status of their credential (i.e., those serving under an intern credential, provisional internship permit, short-term staff permit, emergency teaching permit, or credential waiver). According to the courts, districts may classify as temporary employees only those persons who are specified to be temporary employees in the Education Code. All other certificated employees who cannot be properly classified as substitute or permanent employees must be classified as probationary employees. ***

***Note: One circumstance under which a teacher may be classified as a temporary employee is when the district needs an additional teacher for a period of one semester to one year because of teacher absence due to leaves or long-term illness, as authorized in Education Code 44920. As provided below, Education Code 44920 requires the Board to determine the number of temporary employees that may be hired under these circumstances. In McIntyre v. Sonoma Valley Unified School District, the court clarified that a district's ability to classify an employee as temporary pursuant to Education Code 44920 is not dependent upon a one-to-one match of temporary employees to employees on leave. Rather, all that is required is that the number of temporary teachers not exceed the total number of employees on leave at any one time. ***

To address the need for additional certificated employees when regular district employees are absent due to leaves or long-term illness, the Board may classify a teacher who is employed for at least one semester and up to one complete school year as a temporary employee. Any person whose service begins in the second semester and before March 15 may be classified as a temporary employee even if employed for less than a semester. The Board shall determine the number of persons who shall be so employed, which shall not exceed the identified need based on the absence of regular employees. (Education Code 44920)

The Board also shall classify as temporary employees those certificated persons, other than substitute employees, who are employed to:

1. Serve from day to day during the first three months of any school term to teach temporary

classes which shall not exist after that time, or perform any other duties which do not last longer than the first three months of any school term (Education Code 44919)

2. Teach in special day and evening classes for adults or in schools of migratory population for not more than four months of any school term (Education Code 44919)

(cf. 6175 - Migrant Education Program)
(cf. 6200 - Adult Education)

3. Serve in a limited assignment supervising student athletic activities provided such assignments have first been made available to teachers presently employed in the district (Education Code 44919)

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

4. Serve in a position for a period not to exceed 20 working days in order to prevent the stoppage of district business during an emergency when persons are not immediately available for probationary classification (Education Code 44919)

***Note: Item #5 below applies only to high school and unified districts. ***

5. Serve only for the first semester because the district expects a reduction in student enrollment during the second semester due to mid-year graduations (Education Code 44921)

For purposes of classifying employees pursuant to item #1 or #2 above, the school year shall not be divided into more than two school terms. (Education Code 44919)

***Note: Education Code 44909 authorizes districts to employ certificated employees in programs and projects conducted under contract with public or private agencies or through categorically funded projects which are not required by federal or state statutes, and provides that such persons may be employed for periods less than a full school year. Pursuant to Education Code 44909, such persons may be terminated at the expiration of the contract or specially funded project without regard to termination procedures required for probationary or permanent employees. In Stockton Teachers Association v. Stockton Unified School District, the court of appeals clarified that "the expiration of the contract" refers to the contract between the district and the agency providing categorical funds, not a contract between the district and employee. Thus, the district may not hire a person for more or less than the term of the contract or project and treat such a person as a temporary employee. Districts should consult legal counsel as necessary regarding the classification or termination of employees hired pursuant to Education Code 44909. Also, it is recommended that districts use a separate employment agreement tailored to these employees. ***

Any employee hired to provide services in a categorically funded program or project may be employed for a period less than a full school year. He/she may be classified as a temporary employee if the period of employment will end at the expiration of that program or project. (Education Code 44909)

Salary and Benefits

The Board shall adopt and make public a salary schedule setting the daily or pay period rate(s) for substitute employees for all categories or classes of certificated employees of the district. (Education Code 44977, 45030)

***Note: Pursuant to Government Code 3540.1, exclusive representatives of employees for purposes of negotiations may include representation of all public school employees other than management and confidential employees, as defined. Thus, substitute and temporary personnel may have the right to be represented. In cases where substitute and temporary employees are not represented, the Board may determine whether to include such employees in the district's health and welfare plan and other benefits. Although Options 1 and 2 below address temporary employees only, a district may modify either option as necessary to reflect its treatment of substitute employees. The district should consult legal counsel if it has any questions about the provision of benefits to substitute and temporary employees. ***

OPTION 1: **Represented** temporary employees shall participate in the health and welfare plans or other fringe benefits of the district. **Substitute employees shall not participate in the health and welfare plans or other fringe benefits of the district.**

(cf. 4140/4240/4340 - Bargaining Units)
(cf. 4154/4254/4354 - Health and Welfare Benefits)

OPTION 2: Temporary employees shall not participate in the health and welfare plans or other fringe benefits of the district.

Paid Sick Leave

***Note: Effective July 1, 2015, Labor Code 245-249 (the Healthy Workplaces, Healthy Families Act), as added by AB 1522 (Ch. 317, Statutes of 2014), require districts to grant a minimum of one hour of paid sick leave for every 30 hours worked to their employees who work for 30 days within a year of their employment, including temporary and substitute employees. In implementing Labor Code 246, the district must either (1) allow temporary and substitute employees to carry over accrued paid sick leave to the following year up to a maximum of 48 hours or six work days, in which case the district must track the amount of sick leave earned by each employee, or (2) grant 24 hours of paid sick leave to each such employee at the beginning of each year, in which case no sick leave carries over to the following year. Districts should select the option below which corresponds to their approach under Labor Code 246. ***

***Note: Additional requirements of Labor Code 245-249 include, but are not limited to, display of a poster containing specified information at every workplace, provision of each employee's sick leave balance on his/her wage statements, and maintenance of leave usage documentation for three years. The provisions of Labor Code 245-249 are very broad and only district employees covered by a valid collective bargaining agreement may be exempted from them, if the collective bargaining agreement expressly provides paid sick leave in an amount equal to or exceeding the amount of leave required pursuant to Labor Code 246, includes final and binding arbitration of disputes regarding the application of the paid sick days provisions, and provides premium wage rates for all overtime hours worked and a regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate. Since many districts may not satisfy all the conditions for this exemption, the following optional section has been drafted to include the requirements of Labor Code 245-249. Any district whose collective bargaining agreement meets

all the conditions for exemption may modify this section accordingly. For sick leave for full-time and part-time certificated employees and additional requirements of Labor Code 245-249, see AR 4161.1/4361.1 - Personal Illness/Injury Leave. For sick leave for classified employees, see AR 4261.1 - Personal Illness/Injury Leave. ***

OPTION 1: Any temporary or substitute employee who works for 30 or more days within a year of his/her employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Such employee may begin to use accrued paid sick days on the 90th day of his/her employment, after which he/she may use the sick days as they are accrued. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)

OPTION 2: Any temporary or substitute employee who works for 30 or more days within a year of his/her employment shall be credited with 24 hours of paid sick leave for that year. Unused sick leave shall not carry over to the following year of employment. (Labor Code 246)

***Note: The following paragraph applies to both options and reflects the intent of the legislature in enacting the Healthy Workplaces, Healthy Families Act, including to enable California workers to address their own and their family's health needs and to provide them with economic security when they need to take time off work for reasons of domestic violence, sexual assault, or stalking. The following paragraph may be revised to include additional reasons for which temporary or substitute employees may use sick leave, pursuant to district policy or practice. ***

A temporary or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. The diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or his/her family member as defined in Labor Code 245.5

2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4261.1 - Personal Illness/Injury Leave)

No employee shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against any employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249. The Superintendent or designee shall display a poster containing required information, provide notice to eligible employees of their sick leave rights, keep of records of employees' use of sick leave for three years, and comply with other requirements specified in Labor Code 245-249 and in AR 4161.1/4361.1 - Personal Illness/Injury Leave.

Release from Employment/Dismissal

The Board may dismiss a substitute employee at any time at its discretion. (Education Code 44953)

***Note: Pursuant to Education Code 44954, if a district decides not to reelect for the following year a temporary employee who has served at least 75 percent of the days in the school year, the district must so notify that employee by the end of the school year. In Neily v. Manhattan Beach Unified School District, the court held that Education Code 37200, which defines a school year as ending June 30, is applicable for determining the deadline for this notification, not the last day that students and teachers are in their classrooms. ***

The Board may release a temporary employee at its discretion if the employee has served less than 75 percent of the number of days the regular schools of the district are maintained during one school year. After serving 75 percent of the number of days that district schools are maintained during one school year, a temporary employee may be released as long as he/she is notified, before the last day of June, of the district's decision not to reelect him/her for the following school year. (Education Code 37200, 44954)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Reemployment as a Probationary Employee

***Note: Education Code 44917, 44918, and 44920 provide that a substitute or temporary employee who performs the duties of a certificated employee for a complete school year, or for at least 75 percent of the days in the school year, shall be given credit for a complete year as a probationary employee if he/she is then employed as a probationary employee the following school year, as provided below. However, in McIntyre v. Sonoma Valley Unified School District, the court clarified that a district is not required to grant probationary status to an employee based solely on the fact that he/she served as a temporary employee for more than one year if the employee is released and reemployed as a temporary employee for the following year to fill the position of a regularly employed person absent from service. ***

***Note: Reemployment provisions contained in Education Code 44918 do not apply to districts with average daily attendance of over 400,000; such districts should modify the following section accordingly. ***

Unless released from employment pursuant to Education Code 44954, any person employed for one complete school year as a temporary employee shall, if reemployed for the following school year in a vacant position requiring certification qualifications, be classified as a probationary employee. With the exception of on-call, day-to-day substitutes, if a temporary or substitute employee performs the duties normally required of certificated employees for at least 75 percent of the number of days the regular schools of the district were maintained in that school year and is then employed as a probationary employee for the following school year, his/her previous employment as a temporary or substitute employee shall be credited as one year's employment as a probationary employee for purposes of acquiring permanent status. (Education Code 44917, 44918, 44920)

(cf. 4116 - Probationary/Permanent Status)

Vacant position means a position in which the employee is qualified to serve and which is not filled by a permanent or probationary employee. It shall not include a position which would be filled by a permanent or probationary employee except for the fact that such employee is on leave. (Education Code 44920, 44921)

A temporary employee hired pursuant to item #1 or #2 in the section "Classification" above shall be classified as a probationary employee if the duties continue beyond the time limits of the assignment. (Education Code 44919)

***Note: Districts that do not maintain high schools should delete the following paragraph. ***

A person employed pursuant to item #5 in the section "Classification" above who is then continued in employment beyond the first semester shall be classified as a probationary employee for the entire school year and shall be reemployed to fill any vacant positions in the district for which he/she is certified. Preference for available positions shall be determined by the Board as prescribed by Education Code 44845 and 44846. (Education Code 44921)

With the exception of on-call, day-to-day substitutes, any temporary or substitute employee who was released pursuant to Education Code 44954 but who has nevertheless served in a certificated position in the district for at least 75 percent of each of two consecutive school years shall receive first priority if the district fills a vacant position for the subsequent school year at the grade level at which the employee served during either year. In the case of a departmentalized program, the employee shall have taught the subject matter in which the vacant position occurs. (Education Code 44918)

Legal Reference:
EDUCATION CODE
22455.5 Provision of retirement plan information to potential members
22515 Irrevocable election to join retirement plan
37200 School calendar
44252.5 State basic skills assessment required for certificated personnel
44300 Emergency teaching or specialist permits
44830 Employment of certificated persons; requirements of proficiency in basic skills
44839.5 Employment of retirant
44845 Date of employment
44846 Criteria for reemployment preferences
44909 Employees providing services through categorically funded programs
44914 Substitute and probationary employment computation for classification as permanent employee
44915 Classification of probationary employees
44916 Time of classification; statement of employment status
44917 Classification of substitute employees
44918 Substitute or temporary employee deemed probationary employee; reemployment rights
44919 Classification of temporary employees
44920 Employment of certain temporary employees; classifications
44921 Employment of temporary employees; reemployment rights (unified and high school districts)
44953 Dismissal of substitute employees
44954 Release of temporary employees
44955 Layoff of permanent and probationary employees
44956 Rights of laid-off permanent employees to substitute positions

44957 Rights of laid-off probationary employees to substitute positions
44977 Salary schedule for substitute employees
45030 Substitutes
45041 Computation of salary
45042 Alternative method of computation for less than one school year
45043 Compensation for employment beginning in the second semester
56060-56063 Substitute teachers in special education
GOVERNMENT CODE
3540.1 Educational Employment Relations Act, definitions

(7/12) 12/14

Administrative Regulation

Temporary/Substitute Personnel

AR 4121
Personnel

Qualifications

Any candidate recommended by the Superintendent or designee for a substitute or temporary position requiring certification qualifications shall possess the appropriate credential or permit authorizing his/her employment in such position and shall meet all other requirements of law for certificated positions. (Education Code 44830)

(cf. 4111.2/4211.2/4311.2 - Legal Status Requirement)
(cf. 4112.2 - Certification)
(cf. 4112.3/4212.3/4312.3 - Oath or Affirmation)
(cf. 4112.4/4212.4/4312.4 - Health Examinations)
(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

The district shall not initially hire a certificated person on a substitute or temporary basis in a capacity designated in his/her credential unless he/she has demonstrated basic skills proficiency in reading, writing, and mathematics pursuant to Education Code 44252.5, unless exempted by law. (Education Code 44830)

A noncredentialed person shall not substitute for any special education certificated position. The Superintendent or designee shall recruit and maintain lists of appropriately credentialed substitute teachers for special education positions. He/she shall contact institutes of higher education with approved special education programs for possible recommendations of appropriately credentialed special education personnel. (Education Code 56060, 56063)

Notifications

Note: Education Code 44915 and 44916 require the Governing Board to classify substitute and temporary employees at the time of initial employment and each July thereafter; see the accompanying Board policy. In addition, Education Code 44916 requires the district to provide temporary employees written notice of their status at the time of initial employment. In Kavanaugh v. West Sonoma County Union High School District, the California Supreme Court determined that a temporary employee who received such notice three weeks after she started work was probationary rather than temporary. Although the notice was sent immediately after the board approved the employee's appointment at the first available meeting, the court found that an employee must receive notice of temporary classification before starting work.

***Note: Temporary athletic team coaches may be an exception to the notice requirement. In Neily v. Manhattan Beach Unified School District, a dismissed employee argued that, because the district did not provide a written statement of classification in accordance with Education Code 44916, it had a mandatory duty to classify him as a probationary employee. However, the court did not accept that the only path to defining a position as temporary is through district

notification of that classification, and held that a second path to defining a position as temporary is through a specific section of the Education Code that expressly defines the position as temporary. The court determined that a temporary athletic team coach who holds no other position in the district is deemed a temporary employee pursuant to Education Code 44919.***

At the time of initial employment during each school year, each new temporary employee shall receive a written statement indicating his/her employment status and salary. This statement shall clearly indicate the temporary nature of the employment and the length of time for which the person is being employed. (Education Code 44916)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Time of initial employment means before the employee starts work. (Kavanaugh v. West Sonoma County Union High School District)

The Superintendent or designee shall notify all substitute and part-time certificated employees, within 30 days of their hire, of their right to elect membership in a defined benefit program under a qualified retirement plan. The employee shall sign a form provided by the system to acknowledge receipt of this notice and to indicate whether he/she elects or declines membership. Election of membership shall be irrevocable for all future employment to perform creditable service. (Education Code 22455.5, 22515)

Assignments

Note: 5 CCR 80025-80025.5 specify restrictions pertaining to the number of days that an emergency substitute permit holder may substitute for any one teacher during the school year; see AR 4112.2 - Certification.

A person who holds an emergency 30-day substitute permit, emergency career substitute permit, emergency substitute permit for prospective teachers, or emergency substitute permit for career technical education shall be restricted in the number of days he/she may substitute for any one teacher in accordance with 5 CCR 80025-80025.5.

In placing substitute teachers in special education classrooms, the district shall give first priority to substitute teachers with the appropriate special education credential(s), second priority to substitute teachers with any other special education credential, and third priority to substitute teachers with a regular teaching credential. An inappropriately credentialed substitute teacher shall not serve as a substitute for a special education teacher for a period of more than 20 cumulative school days for each special education teacher absent during each school year. The district may apply to the Superintendent of Public Instruction for an extension of 20 school days, or for a longer period in extraordinary circumstances. (Education Code 56060-56062)

(6/97 7/03) 7/12

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

I.

Board Policies Covering All Employees

Board Policy No. 4017: EMPLOYMENT OF SUBSTITUTE CERTIFICATED EMPLOYEES, AND EMPLOYMENT OF SUBSTITUTE AND SHORT-TERM EMPLOYEES NOT IN THE CLASSIFIED SERVICES

A. The Board hereby delegates to the Superintendent the authority on behalf of the Board and the District to employ and to terminate substitute certificated employees, substitute employees not in the classified service, and short-term employees not in the classified service; all subject to subsequent ratification by the Board.

B. The delegation of authority in this Board Policy with regard to certificated employees is limited to substitute certificated employees who are employed for less than seventy-five percent (75%) of a school year as defined by Education Code section 44918.

C. The delegation of authority in this Board Policy with regard to employees substituting for regular classified employees or short-term employees not in the classified service is limited to employees who are employed for less than seventy-five percent (75%) of a school year as defined by Education Code section 45103.

D. The Superintendent in exercising the delegated authority in this Board Policy shall conform to all relevant laws, Board Policies and appropriate personnel practices. The Superintendent in exercising the delegated authority in this Board Policy also shall act consistently with the Budget adopted by the Board and prudent business practices.

Legal References:

Education Code sections 35161, 44918, 45030, 45103

Date Policy Adopted By The Board: **July 23, 2001**

Laguna Beach Unified School District

29. INFORMATION **April 21, 2015**

Monthly Financial Report

Proposal

It is proposed that the Board of Education review the Monthly Financial Report that is presented for information purposes only.

Background

The Monthly Financial Report is a financial report to maintain the Board of Education's awareness on the year to date financial activity of the District. The General Fund is presented with perspective of the current budget. The District budget is adopted by July 1 of each year and revised as of October 31 and January 31 with report dates no later than December 15 and March 15, respectively.

The Monthly Financial Report consists of all the District's funds and special reports for services, special education and technology.

Budget Impact

There is no budget impact for this report.

Recommended Action

No action is required. This Monthly Financial Report is prepared for information purposes only.

Prepared by:

Shannon Soto
Director, Fiscal Services

Submitted by:

Dean West
Assistant Superintendent
Business Services

Sherine Smith, Ed.D.
Superintendent of Schools

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

MONTHLY FINANCIAL STATEMENT (March 31, 2015)

	Second Interim @ 03/10/2015		RECEIPTS/ EXPENDITURES YEAR TO-DATE	PERCENT Y-T-D Received
REVENUE LIMIT				
LCFF Hold Harmless / State Aid	548,204		436,370	80%
Education Protection Act	581,654		443,735	76%
Property Taxes	42,500,182		26,483,055	62%
Sub-Total	***43,630,040***		***27,363,160***	
FEDERAL REVENUES				
Special Ed PL94-142 Entitlement	436,669		0	0%
Special Ed Local Preschool	26,548		0	0%
Special Ed Mental Health	17,196		0	0%
Special Ed Preschool-Staff Development	170		0	0%
Special Ed Federal Preschool Grant	12,098		0	0%
Medi-Cal Reimbursement	25,000		29,964	120%
Title I	216,173		101,831	47%
Title II-Teacher Quality	63,954		63,996	100%
Transition Partner Program	93,000		33,183	36%
Title III - EL Prof Students	18,495		3,598	19%
Sub-Total	***909,303***		***232,572***	
STATE REVENUES				
Lottery-Instructional Material	115,884		11,131	10%
State Lottery	402,458		114,268	28%
Mandated Cost Reimbursement	301,126		280,020	93%
Special Education - Mental Health	168,214		0	0%
Special Ed Workability Grant	47,038		0	0%
Nurse Exp Project	50,000		0	0%
Common Core	0		0	0%
Prop 39 - Clean Energy	118,320		0	0%
Other State Revenue	7,500		0	0%
Sub-Total	***1,210,540***		***405,419***	
LOCAL REVENUES				
Leases & Rentals	99,700		45,054	45%
Interest	40,000		16,493	41%
Bus Pass Fees	310,000		307,019	99%
School Readiness	43,775		19,495	45%
(1)All Other Local Revenue	360,459		316,378	88%
City - JUA	829,280		6,260	0%
SCHOOL POWER	300,000		150,000	50%
SCHOOL POWER-OTHER	437,041		257,041	59%
Special Ed Master Plan	1,444,817		778,274	54%
Sub-Total	***3,865,072***		***1,896,014***	
TOTAL REVENUE	**49,614,955**		**29,897,165**	**60%**
EXPENDITURES		**Encumbered**	**Actual**	**% Y-T-D**
Certificated Salaries	19,481,666		13,898,242	70%
Classified Salaries	7,068,861		4,504,984	64%
Employee Benefits	8,998,647	981,227	6,201,998	80%
Books & Supplies	3,437,169	625,023	1,626,037	65%
Services and Operating Services	6,275,026	2,397,584	4,873,350	88%
Capital Outlay	2,902,350	428,440	1,223,792	57%
(2)Other Outgo	399,892	138,395	143,548	71%
Transfers Out	1,875,550		1,875,550	100%
TOTAL EXPENDITURES	**52,439,161**	**4,570,669**	**34,147,501**	**74%**

(1) Other Local Revenues:Donations

(2) Other Outgo: Payments to ROP, Debt Service

LAGUNA BEACH UNIFIED SCHOOL DISTRICT
FUND DESCRIPTIONS

FUND 01 **The General Fund** is the chief operating fund for Laguna Beach USD. It is used to account for the ordinary operations of the district. All transactions except those required or permitted by law to be in another fund are accounted for in this fund. Restricted projects or activities within the general fund must be identified and reported separately from unrestricted projects or activities.

FUND 11 **The Adult Education Fund** is a separate fund used to account for state appropriations and to finance specific programs for the education of adults. Funds can be expended on salaries, benefits, supplies, books, services, and equipment related to adult education programs (Education Code Section 52616.4).

FUND 13 **The Cafeteria Fund (Nutrition Services)** is used to account separately for federal, state, and local resources to operate the food service program (Education Code sections 38090-38093). The purpose of the food service program is to provide nutritious meals to the students. The District participates in the National School Lunch Program and the School Breakfast Program. The District serves approximately 500-550 lunches and 200-230 breakfasts to the students from kindergarten through twelfth grade on a daily basis.

FUND 17 **The Special Reserve Fund for Other Than Capital Outlay Projects** is used primarily to provide for the accumulation of moneys for general operating purposes other than for capital outlay (Education Code Section 42840). On May 11, 2004 the Board of Education approved the target of reserving two-thirds of the basic aid differential (the difference between Revenue Limit funding and Basic Aid funding) to be achieved by June 30, 2009. Funds reserved for the Basic Aid differential are deposited into this fund.

FUND 25 **The Capital Facilities Fund (Developer Fees)** exists to account for monies received as mitigation fees levied on developers, property owners or other agencies as a condition of approving new development or additions to existing real property. The authority for these levies may be local government ordinances (GC 65970-65981) or private agreements between a school district and the developer. Expenditures from this fund are to be used for the purpose of funding the construction or reconstruction of school facilities (Education Code sections 17620-17626).

FUND 40 **The Special Reserve Fund for Capital Outlay Projects** exists to account for the accumulation of moneys for capital outlay purposes (Education Code Section 42840). This fund is separated into three sub-funds in accordance to with resolutions #01-02, #14-02 and #14-03.

Sub-fund 4040 exists to account for the **Facility Repair and Replacement Program (FRRP)**.

Sub-fund 4041 exists to account for the **Vista Aliso property reserve**. The District holds a re-purchase agreement on the property.

Sub-fund 4042 exists to account for the **Capital Improvement Plan (CIP)** that goes above and beyond prior commitments for repair and replacement needs, but extends to improvements of facilities for program and enrollment growth. A ten-year plan will be developed and revised, at least annually, to prioritize major projects.

LAGUNA BEACH USD

GL 220 Balance Sheet

Subfund: 0101 GENERAL FUND

YTD For Month Ending: 03/31/2015

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	4,129,580.28	
REVOLVING CASH ACCOUNT	9130	50,000.00	
MID MONTH PAYROLL	9360	112,303.16	
Total Assets:			**4,291,883.44**
LIABILITIES			
ACCOUNTS PAYABLE MANUAL	9510	12,319.60	
ACCRUED SUMMER PAY LIABILITY	9550	329,986.17	
CA USE TAX LIABILITY	9552	5,467.77	
Total Liabilities:		**347,773.54**	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	8,194,446.84	
Total Beginning Fund Balance:		8,194,446.84	
Excess Revenue Over Expenditures:		-4,250,336.94	
Total Fund Balance:		**3,944,109.90**	
Total Liabilities & Fund Balance:			**4,291,883.44**
Difference (Error):			**0.00**

LAGUNA BEACH USD

GL275 Income Statement

Subfund: 0101 GENERAL FUND

YTD For Month Ending: 03/31/2015

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	880,105.38	
Property Tax	(8020-8079)	26,483,054.45	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	232,572.11	
Other State Revenue	(8300-8599)	405,419.02	
Other Local Revenue	(8600-8799)	1,896,013.53	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			**29,897,164.49**
EXPENDITURES			
Certificated Salaries	(1000-1999)	13,698,241.89	
Classified Salaries	(2000-2999)	4,504,984.40	
Employee Benefits	(3000-3999)	6,201,998.15	
Supplies and Services	(4000-5999)	6,499,387.12	
Capital Outlays	(6000-6999)	1,223,792.10	
Other Outgo	(7000-7399)	143,547.77	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	1,875,550.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			34,147,501.43
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			**-4,250,336.94**
BEGINNING FUND BALANCE (9791)		**8,194,446.84**	
BEGINNING ADJUSTED BALANCE (9793)		**0.00**	
BEGINNING RESTATED BALANCE (9795)		**0.00**	
TOTAL BEGINNING FUND BALANCE			**8,194,446.84**
ENDING FUND BALANCE			**3,944,109.90**

LAGUNA BEACH UNIFIED SCHOOL DISTRICT
FISCAL YEAR 2014-15
SECOND INTERIM
GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) 54 TERMINOLOGY
COMPONENTS OF ENDING FUND BALANCE

	General Fund	
ENDING FUND BALANCE		$ 5,370,241
Nonspendable - (Revolving Cash)	$ 50,000	
Restricted - (Categorical Programs)		
Routine Restricted Maintenance (4%)	2,060,000	
Committed		
Assigned		
Potential One-Time Expenditures Including: District Goals GASB 45 Textbooks Special Education Facilities Common Core Litigation	660,241	
Unassigned / Unappropriated		
Reserve for Economic Uncertainties = 5% State required reserve for economic uncertainty 3% Local requirement under Policy 3101: Financial Reserves 2%	2,600,000	
Fund Balance		$ 5,370,241

LAGUNA BEACH USD

GL 220 Balance Sheet

Subfund: 1111 ADULT EDUCATION

YTD For Month Ending: 03/31/2015

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	11,043.98	
Total Assets:			**11,043.98**
LIABILITIES			
Total Liabilities:		**0.00**	
Excess Revenue Over Expenditures:		11,043.98	
Total Fund Balance:		**11,043.98**	
Total Liabilities & Fund Balance:			**11,043.98**
Difference (Error):			**0.00**

LAGUNA BEACH USD

GL275 Income Statement

Subfund: 1111 ADULT EDUCATION

YTD For Month Ending: 03/31/2015

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	39.84	
Interfund Transfers In	(8910-8929)	45,000.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			**45,039.84**
EXPENDITURES			
Certificated Salaries	(1000-1999)	30,021.26	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	3,656.60	
Supplies and Services	(4000-5999)	318.00	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			33,995.86
Total Non-Operating Accounts	(9900-9999)		**0.00**
EXCESS REVENUE OVER EXPENDITURES			**11,043.98**
BEGINNING FUND BALANCE (9791)		**0.00**	
BEGINNING ADJUSTED BALANCE (9793)		**0.00**	
BEGINNING RESTATED BALANCE (9795)		**0.00**	
TOTAL BEGINNING FUND BALANCE			**0.00**
ENDING FUND BALANCE			**11,043.98**

LAGUNA BEACH USD

GL 220 Balance Sheet

Subfund: 1313 CAFETERIA

YTD For Month Ending: 03/31/2015

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	49,136.70	
REVOLVING CASH ACCOUNT	9130	1,295.00	
STORES-CAFETERIA FUND ONLY	9321	9,252.35	
Total Assets:			**59,684.05**
LIABILITIES			
Total Liabilities:		**0.00**	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	45,628.61	
Total Beginning Fund Balance:		45,628.61	
Excess Revenue Over Expenditures:		14,055.44	
Total Fund Balance:		**59,684.05**	
Total Liabilities & Fund Balance:			**59,684.05**
Difference (Error):			**0.00**

LAGUNA BEACH USD

GL275 Income Statement

Subfund: 1313 CAFETERIA

YTD For Month Ending: 03/31/2015

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	47,126.98	
Other State Revenue	(8300-8599)	4,441.11	
Other Local Revenue	(8600-8799)	317,589.68	
Interfund Transfers In	(8910-8929)	165,000.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			**534,157.77**
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	276,014.18	
Employee Benefits	(3000-3999)	49,592.20	
Supplies and Services	(4000-5999)	194,495.95	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			520,102.33
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			**14,055.44**
BEGINNING FUND BALANCE (9791)		**45,628.61**	
BEGINNING ADJUSTED BALANCE (9793)		**0.00**	
BEGINNING RESTATED BALANCE (9795)		**0.00**	
TOTAL BEGINNING FUND BALANCE			**45,628.61**
ENDING FUND BALANCE			**59,684.05**

LAGUNA BEACH USD

GL 220 Balance Sheet

Subfund: 1717 Special Reserve Other Than C/O

YTD For Month Ending: 03/31/2015

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	17,404,582.73	
Total Assets:			**17,404,582.73**
FUND BALANCE			
BEGINNING FUND BALANCE	9791	16,937,085.13	
Total Beginning Fund Balance:		16,937,085.13	
Excess Revenue Over Expenditures:		467,497.60	
Total Fund Balance:		**17,404,582.73**	
Total Liabilities & Fund Balance:			**17,404,582.73**
Difference (Error):			**0.00**

LAGUNA BEACH USD

GL275 Income Statement

Subfund: 1717 Special Reserve Other Than C/O

YTD For Month Ending: 03/31/2015

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	52,497.60	
Interfund Transfers In	(8910-8929)	415,000.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			**467,497.60**
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	0.00	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			0.00
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			**467,497.60**
BEGINNING FUND BALANCE (9791)		**16,937,085.13**	
BEGINNING ADJUSTED BALANCE (9793)		**0.00**	
BEGINNING RESTATED BALANCE (9795)		**0.00**	
TOTAL BEGINNING FUND BALANCE			**16,937,085.13**
ENDING FUND BALANCE			**17,404,582.73**

Laguna Beach Unified School District
FY 2014-2015 Capital Facilities (Developer Fees)
As Of 02/28/2015

OBJECT CODE	DESCRIPTION	2nd Interim @ 03/10/2015	ENCUMBRANCE TO DATE	ACTUAL TO DATE	BALANCE
	BEGINNING FUND BALANCE	**$446,757**		**$446,757**	
	REVENUE				
8660	Interest	2,000	0	1,039	961
8662	Net Change in Value of Investment	0	0	441	(441)
8681	Developer Fees	165,000	0	103,869	61,131
	TOTAL REVENUE	$167,000	$0	$105,349	$61,651
	TOTAL FUNDS AVAILABLE	$613,757	$0	$552,106	$61,651
	EXPENSES				
4400	Equipment - New	$0	$0	$0	$0
5600	Rentals, Leases & Repairs & Contract Svcs	10,000	1,758	5,274	2,968
5800	Professional/Other Contracting Services	10,000	0	0	10,000
	TOTAL FOR 5000	20,000	1,758	5,274	12,968
6100	Sites & Improvement of Sites	38,500	0	308	38,192
6200	Buildings & Improvement of Buildings	275,200	148,445	56,005	70,750
6400	Equipment	33,300	0	0	33,300
	TOTAL FOR 6000	347,000	148,445	56,313	142,242
	TOTAL EXPENSES	$367,000	$150,203	$61,587	**$155,210**
	ENDING FUND BALANCE	**$246,757**			

LAGUNA BEACH USD

GL 220 Balance Sheet

Subfund: 2525 CAPITAL FACILITIES

YTD For Month Ending: 03/31/2015

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	490,519.47	
Total Assets:			**490,519.47**
LIABILITIES			
Total Liabilities:		**0.00**	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	446,756.70	
Total Beginning Fund Balance:		446,756.70	
Excess Revenue Over Expenditures:		43,762.77	
Total Fund Balance:		**490,519.47**	
Total Liabilities & Fund Balance:			**490,519.47**
Difference (Error):			**0.00**

LAGUNA BEACH USD

GL275 Income Statement

Subfund: 2525 CAPITAL FACILITIES

YTD For Month Ending: 03/31/2015

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	105,349.59	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			**105,349.59**
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	5,274.00	
Capital Outlays	(6000-6999)	56,312.82	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			61,586.82
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			**43,762.77**
BEGINNING FUND BALANCE (9791)		**446,756.70**	
BEGINNING ADJUSTED BALANCE (9793)		**0.00**	
BEGINNING RESTATED BALANCE (9795)		**0.00**	
TOTAL BEGINNING FUND BALANCE			**446,756.70**
ENDING FUND BALANCE			**490,519.47**

LAGUNA BEACH USD

GL 220 Balance Sheet

Subfund: 4040 SPECIAL RESERVE

YTD For Month Ending: 03/31/2015

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	5,741,989.64	
Total Assets:			**5,741,989.64**
LIABILITIES			
Total Liabilities:		**0.00**	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	5,469,505.87	
Total Beginning Fund Balance:		5,469,505.87	
Excess Revenue Over Expenditures:		272,483.77	
Total Fund Balance:		**5,741,989.64**	
Total Liabilities & Fund Balance:			**5,741,989.64**
Difference (Error):			**0.00**

LAGUNA BEACH USD

GL275 Income Statement

Subfund: 4040 SPECIAL RESERVE

YTD For Month Ending: 03/31/2015

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	21,933.77	
Interfund Transfers In	(8910-8929)	250,550.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			**272,483.77**
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	0.00	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			0.00
Total Non-Operating Accounts	(9900-9999)		**0.00**
EXCESS REVENUE OVER EXPENDITURES			**272,483.77**
BEGINNING FUND BALANCE (9791)		**5,469,505.87**	
BEGINNING ADJUSTED BALANCE (9793)		**0.00**	
BEGINNING RESTATED BALANCE (9795)		**0.00**	
TOTAL BEGINNING FUND BALANCE			**5,469,505.87**
ENDING FUND BALANCE			**5,741,989.64**

LAGUNA BEACH USD

GL 220 Balance Sheet

Subfund: 4041 Special Reserve Aliso Property

YTD For Month Ending: 03/31/2015

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	5,642,724.53	
Total Assets:			**5,642,724.53**
FUND BALANCE			
BEGINNING FUND BALANCE	9791	5,626,040.48	
Total Beginning Fund Balance:		5,626,040.48	
Excess Revenue Over Expenditures:		16,684.05	
Total Fund Balance:		**5,642,724.53**	
Total Liabilities & Fund Balance:			**5,642,724.53**
Difference (Error):			**0.00**

LAGUNA BEACH USD

GL275 Income Statement

Subfund: 4041 Special Reserve Aliso Property

YTD For Month Ending: 03/31/2015

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	16,684.05	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			16,684.05
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	0.00	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			0.00
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			16,684.05
BEGINNING FUND BALANCE (9791)		5,626,040.48	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			5,626,040.48
ENDING FUND BALANCE			5,642,724.53

LAGUNA BEACH USD

GL 220 Balance Sheet

Subfund: 4042 Special Reserve Cap Imp plan

YTD For Month Ending: 03/31/2015

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	4,208,211.65	
Total Assets:			**4,208,211.65**
FUND BALANCE			
BEGINNING FUND BALANCE	9791	3,200,869.80	
Total Beginning Fund Balance:		3,200,869.80	
Excess Revenue Over Expenditures:		1,007,341.85	
Total Fund Balance:		**4,208,211.65**	
Total Liabilities & Fund Balance:			**4,208,211.65**
Difference (Error):			**0.00**

LAGUNA BEACH USD

GL275 Income Statement

Subfund: 4042 Special Reserve Cap Imp plan

YTD For Month Ending: 03/31/2015

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	7,341.85	
Interfund Transfers In	(8910-8929)	1,000,000.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			**1,007,341.85**
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	0.00	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			0.00
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			**1,007,341.85**
BEGINNING FUND BALANCE (9791)		3,200,869.80	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			**3,200,869.80**
ENDING FUND BALANCE			**4,208,211.65**

Laguna Beach Unified School District
Monthly Financial Statements
Object 5000 Series - Services and Other Operating Costs

As of: 3/31/2015

Object	Description	Budget	Enc To Date	Actual To Date	Balance	% Used
5100	SUBAGREEMENTS FOR SERVICES	1,699,480.00	886,475.44	700,402.33	112,602.23	93.4%
	Total for: 5100	1,699,480.00	886,475.44	700,402.33	112,602.23	93.4%
5210	MILEAGE REIMBURSEMENT	11,409.00	0.00	3,797.63	7,611.37	33.3%
5220	TRAVEL & CONFERENCE	158,978.00	44,412.53	93,080.67	21,484.80	86.5%
5230	MEETING EXPENSE-NON FOOD	200.00	0.00	0.00	200.00	0.0%
5240	RECRUITING	2,473.00	0.00	2,472.01	0.99	100.0%
	Total for: 5200	173,060.00	44,412.53	99,350.31	29,297.16	83.1%
5310	DUES & MEMBERSHIPS	35,800.00	912.00	34,322.22	565.78	98.4%
	Total for: 5300	35,800.00	912.00	34,322.22	565.78	98.4%
5450	OTHER INSURANCE	293,000.00	0.00	291,049.00	1,951.00	99.3%
	Total for: 5400	293,000.00	0.00	291,049.00	1,951.00	99.3%
5510	UTILITIES - HEAT	31,950.00	22,921.63	9,023.64	4.73	100.0%
5520	LIGHT & POWER	463,292.00	89,865.38	297,414.79	76,011.83	83.6%
5530	WATER - UTILITIES	125,580.00	28,763.71	96,812.31	3.98	100.0%
5540	TRASH - UTILITIES	55,553.00	17,714.67	32,085.33	5,753.00	89.6%
5545	TREE TRIMMING	29,600.00	0.00	2,450.00	27,150.00	8.3%
5550	PEST CONTROL	22,485.00	11,836.00	5,900.00	4,749.00	78.9%
5555	SEWER FEES	61,040.00	0.00	55,872.02	5,167.98	91.5%
5560	ALARM MONITORING	67,431.00	24,968.44	41,533.55	929.01	98.6%
5580	POOL COSTS	47,500.00	0.00	25,468.55	22,031.45	53.6%
	Total for: 5500	904,431.00	196,069.83	566,560.19	141,800.98	84.3%
5601	ASBESTOS	13,835.00	0.00	12,645.00	1,190.00	91.4%
5604	FLOOR COVERING	156,496.00	67,900.13	85,283.47	3,312.40	97.9%
5607	PAVING	141,900.00	0.00	139,804.00	2,096.00	98.5%
5609	ROOFING	2,404.00	0.00	1,415.00	989.00	58.9%
5610	CONTRACT SERVICES	671,693.00	141,853.29	529,722.17	117.54	100.0%
5612	WALL SYSTEMS	7,500.00	0.00	5,598.14	1,901.86	0.0%

Laguna Beach Unified School District
Monthly Financial Statements
Object 5000 Series - Services and Other Operating Costs

As of: 3/31/2015

Object	Description	Budget	Enc To Date	Actual To Date	Balance	% Used
5620	RENTAL EXPENSE	56,982.00	12,624.88	33,143.87	11,213.25	80.3%
5630	COMPUTER REPAIRS/MAINTENANCE	7,000.00	150.12	759.92	6,089.96	13.0%
5640	VEHICLE REPAIR	4,000.00	524.66	595.49	2,879.85	28.0%
5650	SOFTWARE/COPIER MAINTENANCE FEE	64,038.00	45,571.75	18,078.65	387.60	99.4%
5660	HVAC	75,205.00	5,964.56	66,502.75	2,737.69	96.4%
5661	ELECTRICAL REPAIRS	109,311.00	15,731.38	93,319.28	260.34	99.8%
5662	PLUMBING REPAIRS	168,048.00	31,073.99	135,466.73	1,507.28	99.1%
5670	RISK MANAGEMENT	7,489.00	0.00	3,954.21	3,534.79	52.8%
5675	PAINTING	53,680.00	2,850.00	49,680.00	1,150.00	97.9%
5680	LANDSCAPE/IRRIGATION	76,470.00	13,235.75	63,199.10	35.15	100.0%
5685	ATHLETIC FIELD SUPPLIES	539.00	0.00	0.00	539.00	0.0%
5690	MISC REPAIR	51,550.00	7,207.85	33,232.13	11,110.02	78.4%
5692	OTHER MAINTENANCE SERVICES	11,776.00	475.56	1,674.44	9,626.00	18.3%
	Total for: 5600	1,679,916.00	345,163.92	1,274,074.35	60,677.73	96.4%
5760	CATERING - FOOD SERVICES	22,800.00	600.00	17,275.91	4,924.09	78.4%
	Total for: 5700	22,800.00	600.00	17,275.91	4,924.09	78.4%
5805	ANNUAL SOFTWARE LICENSE FEE	275,096.00	17,009.24	254,061.36	4,025.40	98.5%
5815	ADVERTISING	16,770.00	1,590.00	14,005.64	1,174.36	93.0%
5820	BANKING SERVICES	32,500.00	0.00	18,257.85	14,242.15	56.2%
5825	ADMIN FEE COUNTY TREASURER	3,400.00	0.00	247.03	3,152.97	7.3%
5830	CONSULTANTS-INSTRUCTIONAL	131,087.00	42,076.60	88,941.40	69.00	99.9%
5831	CONSULTANTS-OTHER	394,294.00	67,988.33	162,304.56	164,001.11	58.4%
5832	CONSULTANTS-COMPUTER SERVICES	52,260.00	8,586.93	43,511.09	161.98	99.7%
5835	LEGAL EXPENSE	233,030.00	88,023.74	69,476.26	75,530.00	67.6%
5838	INSPECTION SERVICES	3,450.00	0.00	2,950.00	500.00	85.5%
5840	AUDITS	57,000.00	30,200.00	25,927.00	873.00	98.5%
5845	FINGER PRINTING	5,000.00	1,834.00	3,166.00	0.00	100.0%
5850	REGULATORY FEES	250.00	0.00	0.00	250.00	0.0%
5852	OTHER LOCAL AGENCY FEES	246,500.00	33,923.39	125,412.20	87,164.41	64.6%
5855	CHARTER BUS-HOME TO SCHOOL	102,500.00	16,776.38	85,723.62	0.00	100.0%
5860	MISC OUTSIDE VENDOR	393,013.00	116,680.91	212,474.67	61,857.42	84.3%

Laguna Beach Unified School District
Monthly Financial Statements
Object 5000 Series - Services and Other Operating Costs

As of: 3/31/2015

Object	Description	Budget	Enc To Date	Actual To Date	Balance	% Used
5861	COPIER MAINTENANCE FEES	1,000.00	0.00	0.00	1,000.00	0.0%
5865	CHARTER BUS-ATHLETIC/FIELD TRP	119,790.00	53,160.47	66,560.99	68.54	99.9%
5870	OUTSIDE PRINTING	28,120.00	7,052.52	12,942.33	8,125.15	71.1%
5875	TUITION	380,420.00	185,770.00	168,182.84	26,467.16	93.0%
5877	PRESCHOOL TUITION	37,598.00	5,030.00	11,970.00	20,598.00	45.2%
5878	PARENT REIMBURSEMENT (LEGAL)	245,000.00	81,917.65	145,284.35	17,798.00	92.7%
5880	TRANSPORTATION-IN LIEU	12,480.00	3,043.11	736.89	8,700.00	30.3%
5881	NPS TRANSPORTATION-IN LIEU	11,000.00	1,066.76	3,333.24	6,600.00	40.0%
5885	OCCUPATIONAL THERAPY	75,532.00	2,700.00	72,650.00	182.00	99.8%
5886	PHYSICAL THERAPY	37,020.00	15,020.00	19,610.00	2,390.00	93.5%
5887	SPEECH THERAPY	80,950.00	41,595.00	39,335.00	20.00	100.0%
5888	VISION THERAPY	3,600.00	0.00	0.00	3,600.00	0.0%
5889	OTHER THERAPY	132,143.00	33,836.70	54,347.50	43,958.80	66.7%
5890	OTHER EXPENSE	1,000.00	0.00	0.00	1,000.00	0.0%
5894	IBI SUPERVISION	3,610.00	2,479.20	1,040.80	90.00	97.5%
5895	OUTSIDE ASSESSMENT FEES	39,525.00	12,092.00	26,903.16	529.84	98.7%
5898	AB3632 ROOM & BOARD	118,140.00	0.00	45,770.00	72,370.00	38.7%
	Total for: 5800	3,273,078.00	871,452.93	1,775,125.78	626,499.29	80.9%
5910	POSTAGE	31,590.00	2,056.87	17,629.89	11,903.24	62.3%
5920	TELEPHONE SERVICE	80,876.00	43,488.29	37,381.34	6.37	100.0%
5930	MOBILE COMMUNICATIONS	21,795.00	6,951.84	9,760.55	5,082.61	76.7%
5940	INTERNET CONNECTIVITY	59,200.00	0.00	50,418.65	8,781.35	85.2%
	Total for: 5900	193,461.00	52,497.00	115,190.43	25,773.57	86.7%
	Total for Major: 5000	**8,275,026.00**	**2,397,583.65**	**4,873,350.52**	**1,004,091.83**	**87.9%**

Laguna Beach Unified School District
Monthly Financial Statements
Technology Expenditures

3/31/2015

Object	Description		Budget	Enc To Date	Actual To Date	Balance	% Used
TECHNOLOGY COST CENTER							
1110	TOSA - MULTIMEDIA SUPPORT SPECIALIST		42,228.00	0.00	29,559.32	12,668.68	70.0%
1360	CERTIFICATED TECH LEAD		30,965.00	0.00	17,865.78	13,099.22	57.7%
		Total for Major: 1000	73,193.00	0.00	47,425.10	25,767.90	64.8%
2290	CLASSIFIED SUPPORT SUBSTITUTE		3,662.00	0.00	2,307.57	1,354.43	63.0%
2320	CLASSIFIED MANAGEMENT		158,213.00	0.00	118,659.78	39,553.22	75.0%
2420	GENERAL ADMINISTRATION-CLASSFD		300,464.00	0.00	233,532.13	66,931.87	77.7%
2470	ADMINISTRATIVE STIPENDS		100.00	0.00	36.95	63.05	37.0%
2480	CLERICAL & OFFICE OVERTIME		7,250.00	0.00	1,746.57	5,503.43	24.1%
2490	CLERICAL SUBSTITUTE		8,000.00	0.00	5,197.63	2,802.37	65.0%
		Total for Major: 2000	477,689.00	0.00	361,480.63	116,208.37	75.7%
3000	STATUTORY BENEFITS		207,037.00	0.00	136,813.48	70,223.52	66.1%
		Total for Major: 3000	207,037.00	0.00	136,813.48	70,223.52	66.1%
4315	SOFTWARE - INSTRUCTIONAL		16,815.00	0.00	16,815.00	0.00	100.0%
4320	COMPUTER SUPPLIES		21,362.00	2,278.90	19,082.12	0.98	100.0%
4340	GENERAL SUPPLIES-NON INSTRUCT		3,088.00	2,468.65	619.25	0.10	100.0%
4350	SOFTWARE - NON INSTRUCTIONAL		782.00	0.00	781.90	0.10	100.0%
4355	COPIER SUPPLIES		162.00	0.00	161.89	0.11	99.9%
4368	SUBSCRIPTIONS		269.00	0.00	268.88	0.12	100.0%
	Total for: 4300		42,478.00	4,747.55	37,729.04	1.41	100.0%
4410	EQUIPMENT - NEW		39,417.00	24,284.09	15,132.54	0.37	100.0%
4460	EQUIPMENT-COMPUTER		419,709.00	13,826.40	405,882.03	0.57	100.0%
4470	SOFTWARE>$500 PER ITEM		3,612.00	0.00	3,611.15	0.85	100.0%
	Total for: 4400		462,738.00	38,110.49	424,625.72	1.79	100.0%
		Total for Major: 4000	505,216.00	42,858.04	462,354.76	3.20	100.0%
5210	MILEAGE REIMBURSEMENT		680.00	0.00	679.28	0.72	99.9%
5220	TRAVEL & CONFERENCE		8,159.00	2,008.41	6,150.22	0.37	100.0%
	Total for: 5200		8,839.00	2,008.41	6,829.50	1.09	100.0%
5630	COMPUTER REPAIRS/MAINTENANCE		911.00	150.12	759.92	0.96	99.9%
	Total for: 5600		911.00	150.12	759.92	0.96	99.9%

Laguna Beach Unified School District
Monthly Financial Statements
Technology Expenditures

3/31/2015

Object	Description		Budget	Enc To Date	Actual To Date	Balance	% Used
5805	ANNUAL SOFTWARE LICENSE FEE		229,333.00	16,400.24	212,932.59	0.17	100.0%
5832	CONSULTANTS-COMPUTER SERVICES		42,865.00	8,586.93	34,277.92	0.15	100.0%
5852	OTHER LOCAL AGENCY FEES		31,648.00	0.00	31,648.00	0.00	100.0%
5860	MISC OUTSIDE VENDOR		1,637.00	0.00	1,636.74	0.26	100.0%
	Total for: 5800		305,483.00	24,987.17	280,495.25	0.58	100.0%
5930	MOBILE COMMUNICATIONS		7,765.00	0.00	7,764.91	0.09	100.0%
5940	INTERNET CONNECTIVITY		44,870.00	0.00	44,869.19	0.81	100.0%
	Total for: 5900		52,635.00	0.00	52,634.10	0.90	100.0%
		Total for Major: 5000	367,868.00	27,145.70	340,718.77	3.53	100.0%
6460	COMPUTER EQUIPMENT-TECHNOLOGY		8,255.00	8,254.50	0.00	0.50	100.0%
		Total for Major: 6000	8,255.00	8,254.50	0.00	0.50	100.0%
		TECHNOLOGY DEPARTMENT	**1,639,258.00**	**78,258.24**	**1,348,792.74**	**212,207.02**	**87.1%**

Laguna Beach Unified School District
Monthly Financial Statements
Technology Expenditures

3/31/2015

Object	Description	Budget	Enc To Date	Actual To Date	Balance	% Used
TECHNOLOGY FOR OTHER COST CENTERS (Excluding Common Core)						
2105	TECHNOLOGY AIDES - CLASSIFIED	79,760.00	0.00	49,825.61	29,934.39	62.5%
3000	STATUTORY BENEFITS-OTHER	16,766.00	0.00	11,031.00	5,735.00	65.8%
	SALARY & BENEFITS	96,526.00	0.00	60,856.61	35,669.39	63.0%
4315	SOFTWARE - INSTRUCTIONAL	1,025.00	0.00	875.00	150.00	85.4%
4320	COMPUTER SUPPLIES	7,820.00	1,032.31	2,565.78	4,221.91	46.0%
4322	PRINTER SUPPLIES	25,306.00	6,597.62	12,268.32	6,440.06	74.6%
4350	SOFTWARE - NON INSTRUCTIONAL	7,205.00	0.00	4,015.72	3,189.28	55.7%
4460	EQUIPMENT-COMPUTER	184,390.00	2,511.84	62,703.64	119,174.52	35.4%
4462	COMPUTER PRINTERS $250-$5,000	8,322.00	3,076.06	3,392.10	1,853.84	77.7%
4465	COMPUTER EQUIP IN FA	500.00	0.00	0.00	500.00	0.0%
4470	SOFTWARE>$500 PER ITEM	250.00	0.00	0.00	250.00	0.0%
	Total for Major: 4000	234,818.00	13,217.83	85,820.56	135,779.61	42.2%
5805	ANNUAL SOFTWARE LICENSE FEE	47,949.00	609.00	41,128.77	6,211.23	87.0%
5832	CONSULTANTS-COMPUTER SERVICES	700.00	0.00	695.67	4.33	99.4%
	Total for Major: 5000	48,649.00	609.00	41,824.44	6,215.56	87.2%
6460	COMPUTER EQUIPMENT	5,019.00	0.00	5,018.61	0.39	100.0%
	Total for Major: 6000	5,019.00	0.00	5,018.61	0.39	100.0%
	TECHNOLOGY FOR OTHER COST CENTERS	**385,012.00**	**13,826.83**	**193,520.22**	**177,664.95**	**53.9%**
	COMBINED TECHNOLOGY EXPENDITURES	**2,024,270.00**	**92,085.07**	**1,542,312.96**	**389,871.97**	**80.7%**

Laguna Beach Unified School District
Monthly Financial Statements
Special Education Expenditures

As of: 3/31/2015

Object	Description	Budget	Enc To Date	Actual To Date	Balance	% Used
1110	REGULAR TEACHER	1,161,556.00	0.00	814,676.62	346,879.38	70.1%
1130	HOURLY TEACHER	37,190.00	0.00	30,883.80	6,306.20	83.0%
1190	SUBSTITUTE	16,250.00	0.00	5,032.30	11,217.70	31.0%
	Total for: 1100	1,214,996.00	0.00	850,592.72	364,403.28	70.0%
1240	PSYCHOLOGIST	406,688.00	0.00	305,542.38	101,145.62	75.1%
1250	SPEECH SPECIALIST	302,652.00	0.00	214,962.84	87,689.16	71.0%
1280	HOURLY PUPIL SUPPORT	500.00	0.00	0.00	500.00	0.0%
	Total for: 1200	709,840.00	0.00	520,505.22	189,334.78	73.3%
1350	DIRECTOR	189,000.00	0.00	141,749.19	47,250.81	75.0%
	Total for: 1300	189,000.00	0.00	141,749.19	47,250.81	75.0%
	Total for Major: 1000	2,113,836.00	0.00	1,512,847.13	600,988.87	71.6%
2115	INSTRUCTIONAL AIDE-SPECIAL ED	972,460.00	0.00	553,069.25	419,390.75	56.9%
2150	INSTRUCTIONAL AIDE-EXTRA EARN	4,000.00	0.00	2,139.45	1,860.55	53.5%
2170	INSTRUCTIONAL AIDES STIPENDS	11,850.00	0.00	7,350.00	4,500.00	62.0%
2190	INSTRUCTIONAL AIDE SUBSTITUTE	67,500.00	0.00	56,402.58	11,097.42	83.6%
	Total for: 2100	1,055,810.00	0.00	618,961.28	436,848.72	58.6%
2420	GENERAL ADMINISTRATION-CLASSFD	117,285.00	0.00	79,559.08	37,725.92	67.8%
2450	CLASSIFIED EXTRA DUTY	1,000.00	0.00	0.00	1,000.00	0.0%
2490	CLERICAL SUBSTITUTE	250.00	0.00	0.00	250.00	0.0%
	Total for: 2400	118,535.00	0.00	79,559.08	38,975.92	67.1%
2920	JOB COACH-SPECIAL ED TECHNICIAN	13,545.00	0.00	8,792.45	4,752.55	64.9%
2950	OTHER CLASSIFIED SALARIES	14,040.00	0.00	4,741.70	9,298.30	33.8%
2960	STUDENT WORKER	2,000.00	0.00	1,217.25	782.75	60.9%
	Total for: 2900	29,585.00	0.00	14,751.40	14,833.60	49.9%
	Total for Major: 2000	1,203,930.00	0.00	713,271.76	490,658.24	59.2%
3101	STRS,CERTIFICATED	185,766.00	0.00	134,016.78	51,749.22	72.1%
3102	STRS,CLASSIFIED	14,520.00	0.00	9,622.31	4,897.69	66.3%
	Total for: 3100	200,286.00	0.00	143,639.09	56,646.91	71.7%
3202	PERS,CLASSIFIED	119,130.00	0.00	58,055.27	61,074.73	48.7%
	Total for: 3200	119,130.00	0.00	58,055.27	61,074.73	48.7%
3313	MEDICARE,CERTIFICATED	30,448.00	0.00	21,538.13	8,909.87	70.7%
3314	MEDICARE,CLASSIFIED	17,408.00	0.00	10,172.58	7,235.42	58.4%

Laguna Beach Unified School District
Monthly Financial Statements
Special Education Expenditures

As of: 3/31/2015

Object	Description	Budget	Enc To Date	Actual To Date	Balance	% Used
3355	OASDI,CERTIFICATED	100.00	0.00	79.91	20.09	79.9%
3356	OASDI,CLASSIFIED	63,250.00	0.00	36,864.30	26,385.70	58.3%
	Total for: 3300	111,206.00	0.00	68,654.92	42,551.08	61.7%
3401	HEALTH & WELFARE, CERTIFICATED	287,947.00	0.00	221,747.19	66,199.81	77.0%
3402	HEALTH & WELFARE,CLASSIFIED	194,390.00	0.00	168,659.00	25,731.00	86.8%
	Total for: 3400	482,337.00	0.00	390,406.19	91,930.81	80.9%
3501	SUI,CERTIFICATED	1,073.00	0.00	742.80	330.20	69.2%
3502	SUI,CLASSIFIED	629.00	0.00	350.90	278.10	55.8%
	Total for: 3500	1,702.00	0.00	1,093.70	608.30	64.3%
3601	WORKERS'COMP,CERTIFICATED	38,126.00	0.00	27,231.25	10,894.75	71.4%
3602	WORKERS'COMP,CLASSIFIED	21,607.00	0.00	12,840.59	8,766.41	59.4%
	Total for: 3600	59,733.00	0.00	40,071.84	19,661.16	67.1%
	Total for Major: 3000	974,394.00	0.00	701,921.01	272,472.99	72.0%
4310	MATERIALS & SUPPLIES-INSTRUCT	15,497.00	836.40	1,325.19	13,335.41	13.9%
4320	COMPUTER SUPPLIES	620.00	118.00	0.00	502.00	19.0%
4325	REFRESHMENTS - NOT FOOD SERV	500.00	0.00	423.95	76.05	84.8%
4330	TESTS/SCORING	7,100.00	1,420.76	4,463.94	1,215.30	82.9%
4340	GENERAL SUPPLIES-NON INSTRUCT	3,962.00	1,135.87	1,592.41	1,233.72	68.9%
4365	PUBLICATIONS & JOURNALS	597.00	0.00	59.40	537.60	9.9%
	Total for: 4300	28,276.00	3,511.03	7,864.89	16,900.08	40.2%
4410	EQUIPMENT - NEW	2,000.00	0.00	1,580.90	419.10	79.0%
4460	EQUIPMENT-COMPUTER	360.00	0.00	0.00	360.00	0.0%
4462	COMPUTER PRINTERS $250-$5,000	574.00	0.00	0.00	574.00	0.0%
	Total for: 4400	2,934.00	0.00	1,580.90	1,353.10	53.9%
	Total for Major: 4000	31,210.00	3,511.03	9,445.79	18,253.18	41.5%
5100	SUBAGREEMENTS FOR SERVICES	704,480.00	341,474.92	310,402.85	52,602.23	92.5%
	Total for: 5100	704,480.00	341,474.92	310,402.85	52,602.23	92.5%
5210	MILEAGE REIMBURSEMENT	2,014.00	0.00	1,031.96	982.04	51.2%
5220	TRAVEL & CONFERENCE	5,170.00	0.00	2,847.37	2,322.63	55.1%
	Total for: 5200	7,184.00	0.00	3,879.33	3,304.67	54.0%
5310	DUES & MEMBERSHIPS	150.00	0.00	150.00	0.00	100.0%
	Total for: 5300	150.00	0.00	0.00	150.00	0.0%

Laguna Beach Unified School District
Monthly Financial Statements
Special Education Expenditures

As of: 3/31/2015

Object	Description	Budget	Enc To Date	Actual To Date	Balance	% Used
5805	ANNUAL SOFTWARE LICENSE FEE	7,581.00	0.00	6,756.00	825.00	89.1%
5835	LEGAL EXPENSE	50,000.00	39,080.00	10,920.00	0.00	100.0%
5852	OTHER LOCAL AGENCY FEES	219,890.00	32,423.39	90,064.20	97,402.41	55.7%
5855	CHARTER BUS-HOME TO SCHOOL	50,000.00	0.00	50,000.00	0.00	100.0%
5860	MISC OUTSIDE VENDOR	37,561.00	21,710.00	14,914.00	937.00	97.5%
5865	CHARTER BUS-ATHLETIC/FIELD TRP	600.00	0.00	543.89	56.11	90.6%
5870	OUTSIDE PRINTING	300.00	0.00	0.00	300.00	0.0%
5875	TUITION	380,920.00	185,770.00	168,182.84	26,967.16	92.9%
5877	PRESCHOOL TUITION	37,596.00	5,030.00	11,970.00	20,598.00	45.2%
5878	PARENT REIMBURSEMENT (LEGAL)	245,000.00	81,917.65	145,284.35	17,798.00	92.7%
5880	TRANSPORTATION-IN LIEU	12,480.00	3,043.11	736.89	8,700.00	30.3%
5881	NPS TRANSPORTATION-IN LIEU	11,000.00	1,066.76	3,333.24	6,600.00	40.0%
5885	OCCUPATIONAL THERAPY	75,832.00	2,700.00	72,650.00	482.00	99.4%
5886	PHYSICAL THERAPY	37,020.00	15,020.00	19,610.00	2,390.00	93.5%
5887	SPEECH THERAPY	81,450.00	41,595.00	39,335.00	520.00	99.4%
5888	VISION THERAPY	3,600.00	0.00	0.00	3,600.00	0.0%
5889	OTHER THERAPY	148,843.00	33,636.70	54,347.50	60,858.80	59.2%
5894	IBI SUPERVISION	3,610.00	2,479.20	1,040.80	90.00	97.5%
5895	OUTSIDE ASSESSMENT FEES	17,525.00	11,210.00	5,257.15	1,057.85	94.0%
5898	AB3632 ROOM & BOARD	118,590.00	0.00	45,770.00	72,820.00	38.6%
	Total for: 5800	1,539,400.00	476,881.81	740,715.86	321,802.33	79.1%
5910	POSTAGE	200.00	200.00	0.00	0.00	100.0%
5930	MOBILE COMMUNICATIONS	1,215.00	0.00	1,183.87	31.13	97.4%
	Total for: 5900	1,415.00	200.00	1,183.87	31.13	97.8%
	Total for Major: 5000	2,252,629.00	818,556.73	1,056,331.91	377,740.36	83.2%
7142	IAA-PAYMENTS TO COUNTY OFFICES	251,000.00	138,394.67	112,605.33	0.00	100.0%
	Total for: 7100	251,000.00	138,394.67	112,605.33	0.00	100.0%
7310	TRANSFER OF INDIRECT COSTS	35,443.00	0.00	0.00	35,443.00	0.0%
	Total for: 7200	35,443.00	0.00	0.00	35,443.00	0.0%
	Total for Major: 7000	286,443.00	138,394.67	112,605.33	35,443.00	87.6%
	Total for Special Education	**6,862,442.00**	**960,462.43**	**4,106,422.93**	**1,795,556.64**	**73.8%**

Laguna Beach Unified School District
Monthly Financial Statements
Common Core Expenditures

As of: 3/31/2015

Object	Description	Budget	Enc To Date	Actual To Date	Balance	% Used
COMMON CORE UNRESTRICTED						
1110	REGULAR TEACHER	120,580.00	0.00	89,579.66	31,000.34	74.3%
1130	HOURLY TEACHER	12,605.00	0.00	3,821.78	8,783.22	30.3%
1170	STIPENDS	16,900.00	0.00	15,856.87	1,043.13	93.8%
1190	SUBSTITUTE	44,120.00	0.00	44,077.94	42.06	99.9%
	Total for Major: 1000	194,205.00	0.00	153,336.25	40,868.75	79.0%
3000	STATUTORY BENEFITS	31,928.00	0.00	26,770.41	5,157.59	83.8%
	Total for Major: 3000	31,928.00	0.00	26,770.41	5,157.59	83.8%
4100	TEXTBOOKS	6,500.00	0.00	0.00	6,500.00	0.0%
	Total for: 4100	6,500.00	0.00	0.00	6,500.00	0.0%
4220	OTHER BOOKS	2,200.00	1,056.75	54.00	1,089.25	50.5%
	Total for: 4200	2,200.00	1,056.75	54.00	1,089.25	50.5%
4310	MATERIALS & SUPPLIES - INSTRUCTIONAL	4,000.00	201.92	3,625.00	173.08	95.7%
4315	SOFTWARE - INSTRUCTIONAL	500.00	0.00	0.00	500.00	0.0%
4325	REFRESHMENTS - NOT FOOD SERVICES	5,500.00	383.38	4,853.34	263.28	95.2%
4330	TESTS/SCORING	5,000.00	0.00	0.00	5,000.00	0.0%
4340	GENERAL SUPPLIES-NON INSTRUCTIONAL	1,000.00	0.00	22.68	977.32	2.3%
	Total for: 4300	16,000.00	585.30	8,501.02	6,913.68	56.8%
4410	EQUIPMENT - NEW	3,150.00	0.00	0.00	3,150.00	0.0%
4460	EQUIPMENT-COMPUTER	4,000.00	0.00	0.00	4,000.00	0.0%
	Total for: 4400	7,150.00	0.00	0.00	7,150.00	0.0%
	Total for Major: 4000	31,850.00	1,642.05	8,555.02	21,652.93	32.0%
5210	MILEAGE REIMBURSEMENT	1,830.00	0.00	923.32	906.68	50.5%
5220	TRAVEL & CONFERENCE	34,687.00	11,470.24	21,826.04	1,390.72	96.0%
	Total for: 5200	36,517.00	11,470.24	22,749.36	2,297.40	93.7%
5760	CATERING-FOOD SERVICES	4,500.00	0.00	4,325.02	174.98	96.1%
	Total for: 5700	4,500.00	0.00	4,325.02	174.98	96.1%
5830	CONSULTANTS - INSTRUCTIONAL	87,000.00	28,000.00	59,000.00	0.00	100.0%
5832	CONSULTANTS - COMPUTER SERVICES	7,500.00	0.00	6,500.00	1,000.00	86.7%
5860	MISC OUTSIDE VENDOR	500.00	0.00	456.05	43.95	91.2%
	Total for: 5800	94,500.00	28,000.00	65,956.05	1,000.00	99.4%
	Total for Major: 5000	136,017.00	39,470.24	93,030.43	3,516.33	97.4%
6460	COMPUTER EQUIPMENT	195,910.00	0.00	0.00	195,910.00	0.0%
	Total for Major: 6000	195,910.00	0.00	0.00	195,910.00	0.0%
	COMMON CORE UNRESTRICTED	**589,910.00**	**41,112.29**	**281,692.11**	**267,105.60**	**54.7%**

30. ACTION **April 21, 2015**

Approval: **Authorize staff to negotiate with top selected firms from the Request for Proposal (RFP) for architectural services for the Laguna Beach High School stadium renovation, site feasibility study for adding buildings/capacity, and DSA close-out assistance for old non-certified projects.**

Proposal

It is proposed that the Board of Education authorize staff (Jeff Dixon & Dean West) to negotiate with top selected firms from the Request for Proposal (RFP) for architectural services for the Laguna Beach High School stadium renovation, site feasibility study for adding buildings/capacity, and DSA close-out assistance for old non-certified projects.

Background

A RFP was issued on February 11, 2015 seeking architectural services for a various projects at Laguna Beach Unified School District. Interested firms were asked to submit proposals and qualification packages for the following projects:

A) Laguna Beach High School Stadium Renovation:
The Laguna Beach High School is located at 625 Park Avenue, Laguna Beach, CA 92651. The existing stadium is located on the southwest portion of the campus and can be accessed from Short Street or St. Ann's Drive. The primary objective of the stadium renovation project is to replace existing artificial turf and rubberized track with new and to improve drainage throughout the stadium. The project will also include adding new visitor bleachers and ancillary athletic support facilities underneath or adjacent to the new visitor bleachers.

- **Site:** Laguna Beach High School
- **Topography:** Flat, existing stadium but requiring drainage improvements
- **Anticipated Construction Completion:** Summer 2016
- **Estimated Construction Budget:** $2,500,000
- **Funding:** Local funding

B) Renovation/Additions to Support Program Changes & Needs:
The consultant will work with the district to identify potential locations at each school and district office for possible additions, as well as review existing spaces to consider possible renovations that may consolidate support services to allow for the creation of additional classroom space. The proposal should include working with a variety of district staff and stakeholders to develop the best option (in terms of cost effectiveness and feasibility) for adding or reconstructing existing spaces, preparing schematic plans for review, and preparing a construction cost estimate for all options considered.

- **District Office:** Addition to existing building to provide opportunity for reconfiguration of existing office spaces to provide a more efficient workflow and improved restrooms facilities.
- **Top of the World:** Replacement of 3 existing CLC portables with permanent modular buildings. Project will include site improvements, additional space in the new modular for music room, additional storage, and office space.

- **Thurston:** There are 2 existing portable classrooms being leased that will expire next year. There are existing buildings that may be renovated to divide into one or more classrooms to create additional space. The consultant will work with district staff to determine feasibility of renovation and identify area for most cost effective addition of new building.
- **Laguna Beach High School:** Analyze existing site plan, utility information, and work with district staff to identify most cost effective option for creating additional classroom space.

C) DSA Close-out Assistance for Non-Certified Projects
The consultant will work with district staff to secure all necessary documentation and projects identified below with DSA #1 or DSA #2 close of file with certification.

- 04-102977
- 04-107380
- 04-109454
- 04-100586
- 04-101640

Twelve proposals were received and were reviewed by facilities staff for responsiveness, qualifications and related experience related to each project type, client references and feedback, and value (in terms of proposed hourly rates, change order history, and additional service fees). Based on the review, staff identified five firms that were most qualified to potentially work with our district. Those five firms were asked to interview on April 14, 2015 with a panel that included Board President Brown, Board Member Vickers, Bob Billinger, Jenny Salberg, Mike Conlon, Chris Duddy, Mike Churchill, Mike Morrison, Dean West, and Jeff Dixon. Based on the qualifications, value, and quality of the interview staff would like permission to negotiate with Ruhnau Ruhnau Clarke for the stadium renovation project, SVA Architects for the site analysis project, and DC Architects for DSA close-out assistance. Upon successful negotiations staff will bring back a full contract for each firm for final Board approval.

Budget Impact

Architectural fees are budgeted as "soft cost" within the 10-Year Facilities Master Plan. The plan identifies the funding for the LBHS Stadium project coming from the Capital Improvement Fund (4042). A future item will include the financial impact based on successfully negotiating with each architectural firm to contain a "Not-to-Exceed" fee.

Recommended Action

It is proposed that the Board of Education authorize staff (Jeff Dixon & Dean West) to negotiate with top selected firms from the Request for Proposal (RFP) for architectural services for the Laguna Beach High School stadium renovation, site feasibility study for adding buildings/capacity, and DSA close-out assistance for old non-certified projects.

Prepared by:

Jeff Dixon
Director of Facilities
Business Services

Submitted by:

Dean West
Assistant Superintendent
Business Services

Sherine Smith, Ed.D.
Superintendent of Schools

Laguna Beach Unified School District

31. ACTION **April 21, 2015**

Approval: **Direct staff to pursue one, or none, of the proposed options related to adding new fencing around baseball field or reconfiguring the field to mitigate errant baseballs from escaping the field of play.**

Proposal

It is proposed that the Board of Education direct staff to pursue one, or none of, the proposed options related to adding new fencing around baseball field or reconfiguring the field to mitigate errant baseballs from escaping the field of play.

Background

A study session on the LBHS baseball field was held on March 5, 2015 related to the existing conditions of the field and the resulting errant baseballs escaping the field of play. At that meeting staff presented three options: 1) extend height of fence from 30' to 50' high, reconfigure the field, or move baseball program to Alta Laguna Park. After discussing each item and receiving community feedback, which included both the neighbors and baseball supporters, the Board asked staff to look into the costs associated with adding new 50' fixed poles, as well as adding new 50' retractable poles.

Staff contacted multiple fencing contractors, engineers, and architects to develop rough cost estimates of what each option would likely result in. All of the cost figures below include construction, design, inspection & testing, and DSA fees (total project).

- The addition of 50' fixed poles will cost about $1,000 per lineal foot of added fence.
- The addition of 50' retractable fence will cost about $3,000 per lineal foot.

The baseball field currently has about 1,200 lineal feet of 30' high fencing around it. To replace all of it with 50' high fixed fencing would cost roughly $1.2M. Using the retractable fencing would cost roughly $3.6M. There are two viable options for the retractable fencing that include a hydraulic system, which would result in significant ongoing costs associated with maintaining the hydraulic components, and a "worm drive" or screw based system that would have less ongoing maintenance costs.

Staff also spoke with the neighbors and baseball coach to determine the primary locations where baseballs escape the field of play. Based on the information obtained, staff believes that a minimum of 700 lineal feet of new fencing would be required to dramatically reduce the number of baseballs that escape. The below image provides a visual representation (red line) on the areas staff determined the majority of the baseballs escape the field.

To cover the minimum area needed would cost roughly $700,000 for the fixed fence and $2.1M for the retractable.

Given the substantial cost for the proposed new fencing staff also looked back at the costs to reconfigure the field in 2004. Based on those costs staff believes that a reconfiguration would cost similar or slightly less than installing retractable fencing (roughly $3M).

Should the Board wish to pursue any of the above options, provide new fencing or reconfigure the field, staff would recommend adding this scope of work to the stadium renovation project to maximize economies of scale in terms of design, inspection & testing, and construction mobilization costs.

Budget Impact

There is no funding currently budgeted for the options listed. Staff may bring back a future item with a financial impact pending the Board's direction on which option to pursue, if any.

Recommended Action

It is proposed that the Board of Education direct staff to pursue one, or none of, the proposed options related to adding new fencing around baseball field or reconfiguring the field to mitigate errant baseballs from escaping the field of play.

Prepared by:

Jeff Dixon
Director of Facilities
Business Services

Submitted by:

Dean West
Assistant Superintendent
Business Services

Sherine Smith, Ed.D.
Superintendent of Schools

Laguna Beach Unified School District

32. ACTION **April 21, 2015**

Approval: Board Policies - Reading for Approval of Board Policy 5117: Interdistrict Attendance.

Proposal

It is proposed that the Board of Education approve the newly revised Board Policy as presented.

Background

Board Policy 5035: Inter-district Transfers was brought before the Board of Education on November 18, 2014 for a first reading, December 9, 2014 for a second reading, and January 12, 2015 for third reading. The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss Board Policies, including Board Policy 5035: Interdistrict Transfers and Board Policy 5117: Interdistrict Attendance.

Upon review and discussion the committee determined that it would be in the best interest of the District and its employees to delete Board Policy 5035 and adopt Board Policy 5117.

Recommended Action

The Superintendent's Board Policy Committee recommends adoption of Board Policy and Administrative Regulation 5117: Interdistrict Attendance and Deletion of Board Policy 5035: Interdistrict Transfers.

Prepared by:

Victoria Webber
Executive Assistant
to the Superintendent

Submitted by:

Sherine Smith, Ed.D.
Superintendent of Schools

CSBA Sample
Board Policy
Interdistrict Attendance

BP 5117
Students

Note: The Education Code provides a number of options under which a student may attend school in a district other than the district where he/she resides. Under an "interdistrict attendance permit" or "reciprocal agreement" pursuant to Education Code 46600-46611, a student may attend school in a different district when both the district of residence and the district of proposed attendance agree (Option 1 below). Under the "school district of choice program," pursuant to Education Code 48300-48316, the Governing Board may declare the district to be a "school district of choice" willing to accept a specific number of interdistrict transfers into the district through a random selection process (Option 2 below). In order to maintain the integrity of the random selection process, it is recommended that a school district of choice not also accept transfers under the interdistrict attendance permit option except when extraordinary circumstances exist, as provided in Option 2 below. Districts that wish to use both sources of authority should consult legal counsel.

Note: In addition, Education Code 48204 authorizes a student in a participating district to be deemed a "resident" in order to attend a school in the district where his/her parent/guardian is employed (Allen bill transfer); see AR 5111.12 - Residency Based on Parent/Guardian Employment. A student attending a school identified as low achieving on the state's Open Enrollment List may transfer to a school in any other district in the state, pursuant to Education Code 48350-48361; see BP/AR 5118 - Open Enrollment Act Transfers.

The Governing Board recognizes that parents/guardians of students who reside in one district may, for a variety of reasons, choose to enroll their child in a school in another district.

(cf. 0520.3 - Title I Program Improvement Districts)
(cf. 5111.12 - Residency Based on Parent/Guardian Employment)
(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 5118 - Open Enrollment Act Transfers)

Interdistrict Attendance Permits

Note: The following section is for use by districts that have entered into an agreement with one or more other districts to accept transfers through interdistrict attendance permits pursuant to Education Code 46600-46611. Districts selecting this option should also select Option 1 in the accompanying administrative regulation.

The Board may enter into an agreement with any other school district for the interdistrict attendance of students who are residents of the districts. (Education Code 46600)

***Note: Education Code 46600 requires that the interdistrict attendance agreement specify the

terms and conditions under which individual permits may be granted or denied. In addition, pursuant to Education Code 46600, students who have been granted an interdistrict attendance permit must be allowed to continue to attend the school without having to reapply unless the agreement between the two districts contains specific agreed-upon standards for reapplication; see the accompanying administrative regulation. Districts also may include in the agreement their agreed-upon standards for revocation of students' interdistrict attendance. Examples of conditions that may result in revocation include falsification of information stated on the permit application, unsatisfactory attendance, continual disruption, or poor academic achievement.***

The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. It also may contain standards agreed to by both districts for reapplication and/or revocation of the student's permit. (Education Code 46600)

Note: Pursuant to Education Code 46600, it is the responsibility of the attendance supervisor of the district of residence, subject to Board policies of the district of residence and terms of the agreement, to issue an individual permit verifying the district's approval of an interdistrict transfer out of the district. The permit shall become valid when endorsed by the board's designee in the district of proposed attendance.

Upon receiving a permit for transfer into the district that has been approved by the student's district of residence, or upon receiving a written request from the parent/guardian of a district student who wishes to enroll in another district, the Superintendent's designee shall review the request and may approve or deny the permit, subject to the terms and conditions of the interdistrict attendance agreement as delineated in Administrative Regulation 5117.

Transportation

Note: The following optional section is for use by all districts and should be revised to reflect district practice. Districts are not required to provide transportation or transportation assistance to students admitted under an interdistrict attendance permit pursuant to Education Code 46600-46611 or through the school district of choice program pursuant to Education Code 48300-48316.

The district shall not provide transportation for students who are granted an interdistrict transfer.

Legal Reference:
EDUCATION CODE
41020 Annual district audits
46600-46611 Interdistrict attendance agreements
48204 Residency requirements for school attendance
48300-48316 Student attendance alternatives, school district of choice program
48350-48361 Open Enrollment Act
48900 Grounds for suspension or expulsion; definition of bullying
48915 Expulsion; particular circumstances
48915.1 Expelled individuals: enrollment in another district
48918 Rules governing expulsion procedures
48980 Notice at beginning of term

52317 Regional occupational center/program, enrollment of students, interdistrict attendance

(11/09 11/10) 7/12

Administrative Regulation
Interdistrict Attendance

AR 5117
Students

Interdistrict Attendance Permits

Note: The following option is for use by districts that have entered into an agreement with one or more other school districts to accept transfers through the "interdistrict attendance permit" or "reciprocal agreement" process pursuant to Education Code 46600-46611. (See Option 1 in the accompanying Board policy.) In 87 Ops.Cal.Atty.Gen. 132 (2004), the Attorney General opined that districts could not charge students a fee for processing applications for interdistrict attendance.

In accordance with an agreement between the Governing Board and the board of another district, a permit authorizing a student's attendance outside his/her district of residence may be issued upon approval of both the district of residence and the district of proposed attendance.

Interdistrict Attendance Permits

The Superintendent's designee may approve an interdistrict attendance permit for a student for any of the following reasons, as stipulated in the agreement:

1. To allow the student to complete a school year, if the parents/guardians have moved out of the district after the end of the first semester of that school year.

2. To allow a legally-enrolled high school senior to attend the same high school he/she attended as a junior, even if his/her family moved out of the District during the junior year, as long as the parents/guardians submit a request prior to the beginning of the senior year.

4. To enroll children of full-time employees (classified employees who work 6-8 hours daily as a benefitted employees and teachers with a 60% or more teaching assignment) who do not reside in the District.

5. Elementary students admitted to the District shall be assigned to the elementary school where space is available.

Interdistrict Permits – Terms and Conditions

1. A student, parent, or guardian found to have falsified information used as a basis for enrollment in any school in the District shall have the permit immediately revoked.

2. Applicants must provide documentation such as academic transcripts, attendance records, employment details, and other information requested to support the application.

3. Attendance permits are valid only for the balance of the school year remaining after the date

the agreement is approved. Furthermore, the agreement is only valid while the conditions stated in the request are maintained and only as long as the student's behavior, attendance, citizenship, and scholarship are satisfactory. The interdistrict permits of students whose behavior and academic performance are unsatisfactory will be revoked.

4. Attendance permits must be renewed each year after their initial approval. All high school students are subject to California Interscholastic Federation (CIF) athletic eligibility rules and regulations. An approved interdistrict attendance permit does not waive any CIF rule or regulation.

5. Transportation is the responsibility of the parent/guardian and will not be provided by the District.

The Superintendent's designee may deny initial requests for interdistrict attendance permits due to limited District resources, overcrowding of school facilities at the relevant grade level, or the need to hire an additional employee. The impact of the transfer of students who are transitioning from elementary to middle school or middle school to high school will be evaluated prior to approval to ensure there is adequate classroom and program space at the receiving school. No student will granted an interdistrict transfer permit to enroll in District schools if such enrollment will require the employment of an additional teacher or other employee.

The Governing Board hereby determines that any decision regarding a request for an interdistrict transfer in or out of the District will be made by the Superintendent's designee, subject to appeal to the Governing Board. In the absence of an appeal, the final decision on behalf of the District shall stand. An appeal to the Governing Board must be filed with the Superintendent within ten (10) calendar days of receipt of the decision by the Superintendent's designee. No such request shall be granted, however, if a requested transfer into the District would displace any child whose parents/guardians reside in the District. Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict attendance denials or decisions while expulsion proceedings are pending or during the term of the expulsion, pursuant to Education Code 46601. The Superintendent's designee will provide the parents/guardians a written statement regarding the denial of a request.

Within 30 days of a request for an interdistrict permit, the Superintendent's designee shall notify the parents/guardians of a student who is denied interdistrict attendance regarding the process for appeal to the County Board of Education as specified in Education Code.

Note: Pursuant to Education Code 46600, once an interdistrict permit is granted and the student is enrolled in the new school, the district of enrollment (1) may not require the student to reapply; (2) must allow the student to continue to attend the school, *unless the permit contains specific standards for reapplication*; and (3) along with the district of residence, may not revoke the student's existing permit if he/she is entering grade 11 or 12. Therefore, even if an interdistrict attendance agreement between the two districts has expired, the student may be allowed to continue attending the school to which he/she has transferred, *unless the agreement contains specific language requiring reapplication.*

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Delete 5035

Board Policy No. 5035: STUDENT ADMISSION/INTER-DISTRICT TRANSFERS

A. All children of eligible age whose parent or legal guardian reside within the District will be assigned to schools within the District in accordance with adopted attendance boundaries and District policies related to enrollment options. Parental/Legal guardian residency shall be determined in accordance with Government Code section 244 and documentation as set forth in the Education Code section 48204.1.

B. In addition to those children residing with a parent or legal guardian, those children of eligible age identified in Education Code section 48204 will also be enrolled in District schools:

1. Children in a licensed children's institution or licensed foster home or a family home pursuant to a commitment or proceedings under the Welfare and Institutions Code upon proper evidence of a placement or commitment.

2. An approved inter-District attendance agreement.

(a) Due to limited District resources, the Governing Board generally discourages inter-District transfers into the District, except in the following limited circumstances:

i) A student legally enrolled in the District, may continue to be enrolled for the balance of any school year in which the student's parents/guardian has relocated residence outside of the District and the student has attended school in the District beyond the first semester during that school year in order not to disrupt the student's education;

ii) A student has completed his or her junior year legally enrolled in the District may also complete his or her senior year in the District if the parent/guardian will be relocating outside of the District for the student's senior year and the parent/guardian submits a request prior to the commencement of the student's senior year. This provision shall also apply to students who complete their junior year in the District in accordance with paragraph i.

iii) Students whose parent/guardian is not a resident of the District and who is a full-time classified or certificated employee of the District may be enrolled for so long as the parent/guardian remains a full-time certificated or classified employee of the District if the employee submits application for such enrollment on or before January 31st of the school year prior to the initial enrollment. The application deadline may be waived by the Superintendent in writing within the Superintendent's discretion.

(b) The District hereby establishes a prior enrollment period of June to one week prior to the first day scheduled for fall school attendance for residents of the District to enroll new and continuing students in each specific school. No transfer applications for a particular school or program shall be accepted except for employee applications, until after the end of that period.

(c) The Governing Board hereby determines that any decision regarding a request for an inter-District transfer in or out of the District, will be made by the Superintendent or designee subject to appeal to the Governing Board. In the absence of any appeal, the decision of the Superintendent or designee, that decision shall be the final decision on behalf of the District. An appeal to the Governing Board must be filed with the Superintendent within ten (10) calendar days of receipt of the decision of the Superintendent or designee. No such request shall be granted if such a request to transfer into the District were to displace any child whose parents or legal guardian reside(s) within the District, if such transfer into the District would require the employment of an additional certificated employee, or if a child seeking enrollment is currently under an expulsion order from another public school district unless the Governing Board determines to allow enrollment and is permitted to do so pursuant to Education Code section 48915.1. The Superintendent will provide the parents/guardian a written statement regarding any denial of a request after the parents/guardian have been offered an opportunity to meet with the Superintendent.

(d) The District shall not provide transportation to and from school for students admitted pursuant to an inter-District transfer.

(e) After final determination by the Superintendent or the Governing Board on appeal, the Superintendent shall advise the person requesting the permit of their appeal rights to the County Board of Education as provided in the Education Code.

3. A pupil whose residence is located within the boundaries of the school District and his parents/legal guardian is relieved of responsibility, control and authority through emancipation.

4. A pupil who lives in the home of a caregiving adult that is located within the boundaries of the District provided that the affidavit under penalty of perjury has been executed pursuant to Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code by the caregiving adult and there is sufficient factual basis as verified by the Superintendent to substantiate that the pupil is living in the home of the designated caregiver.

5. A pupil residing in a state hospital located within the boundaries of the District.

C. Children of eligible age who meet the legal definition of homeless shall be enrolled as required by state and federal law.

D. The District shall provide notice to parents and guardians of this policy.

Legal Reference:

Education Code section 46600-46611, 46621, 48204, 48209-48209.16, 48915, 48915.1, 48918, 48980, and 52317

Date Policy Adopted By The Board: January 9, 2001
Date Policy Revised By The Board: January 10, 2012

Laguna Beach Unified School District

33. ACTION **April 21, 2015**

Approval: Board Policies - Reading for Approval of Board Bylaw 9323: Meeting Conduct

Proposal

It is proposed that the Board of Education approve Board Bylaw 9323: Meeting Conduct.

Background

The Superintendent's Board Policy Committee met on March 26, 2015, to review and discuss adopting, revising, and/or replacing Board Policies/Bylaws and Administrative Regulations and deleting Board Policies as necessary. The committee reviewed and revised Board Bylaw 9323 to enhance the operations of the Laguna Beach Unified School District.

Recommended Action

The Committee recommends adoption of Board Bylaw 9323.

Prepared by:

Victoria Webber
Executive Assistant
to the Superintendent

Submitted by:

Sherine Smith, Ed.D.
Superintendent of Schools

Board Bylaw DRAFT
Meeting Conduct

BB 9323
Board Bylaws

Note: Education Code 35010 mandates the Board to "prescribe and enforce" rules for its own governance. These rules must not be inconsistent with law or with regulations prescribed by the State Board of Education. The following bylaw provides suggested rules and procedures for meeting conduct and reflects provisions of law as applicable.

Meeting Procedures

All Governing Board meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

(cf. 9322 - Agenda/Meeting Materials)

***Note: The law does not specify that a particular set of procedures must govern Board meetings. Although Robert's Rules of Order can serve as a useful guide, the Board may adopt any procedure that allows for the efficient and consistent conduct of meetings. ***

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

(cf. 9121 - President)

***Note: The following optional paragraph limits the length of Board meetings and should be revised to reflect district practice. ***

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned at 10:00 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date.

(cf. 9320 - Meetings and Notices)

***Note: In Rubin v. City of Burbank, an appellate court held that inclusion of "sectarian prayer" at city council meetings, which communicated a preference for a particular religious faith and advanced one faith over another, was unconstitutional by directing the prayer "in the name of Jesus." The court held that it would be constitutional to require the city to advise those people conducting the prayer of this limitation. This opinion is consistent with an unpublished 9th circuit federal court opinion which stated that an invocation "in the name of Jesus" was unconstitutional in that it displayed allegiance to a particular faith. ***

Note: Some general guidelines for invocations can be found in an Attorney General's opinion (76 Ops.Cal.Atty.Gen. 281 (1993)) which stated that a county board of supervisors could open its sessions with an invocation when the invocation is (1) not required by law as a condition to the official proceedings, (2) not part of the deliberative agenda, (3) not offered, supervised, or approved as to content by a public officer, (4) not officially limited to a particular religion, (5) not disparaging of others, and (6) not directed towards proselytizing. However, because this is an unsettled area of law that is subject to frequent litigation, it is strongly recommended that districts consult legal counsel if they wish to open meetings with an invocation. Note that a different legal analysis applies to student-led or student-initiated prayer; see BP 5127 - Graduation Ceremonies and Activities.

Quorum and Abstentions

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

(cf. 9323.2 - Actions by the Board)

***Note: According to an Attorney General opinion (61 Ops.Cal.Atty.Gen. 243 (1978)), members of a public body have a duty to vote on issues before them so that the public is represented and receives the services which the public body was created to provide. Issues arise when a motion is tied and one Board member has abstained. The general parliamentary rule is that an abstention is counted as agreeing with the action taken by the majority of those who vote, whether affirmatively or negatively (66 Ops.Cal.Atty.Gen. 336 (1983). However, a stronger argument could be made that that parliamentary rule is in conflict with Education Code 35164 which requires a majority vote of all of the membership of the Board in order for the Board to act (i.e., a majority of all of the membership of the Board must vote affirmatively in order to approve any action). In 55 Ops.Cal.Atty.Gen. 26 (1972), the Attorney General opined that, when a statutory requirement exists that requires an affirmative action of at least a majority of the members of the Board, the general rule that members not voting were deemed to have agreed with the action taken by the majority of those that voted is not applicable. ***

***Note: The following optional paragraph is consistent with CSBA's opinion that a majority of the Board must vote affirmatively for a motion to carry, but the law is not settled and contrary legal opinions may exist. It is strongly recommended that the district consult with legal counsel and modify the following optional paragraph to ensure consistency with district practice. ***

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, his/her abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

(cf. 9270 - Conflict of Interest)

Note: The following paragraph applies only to districts with seven member Boards and should be deleted by districts with three or five member Boards.

If a Board consists of seven members and not more than two vacancies occur on the Board, the vacant position(s) shall not be counted for purposes of determining how many members of the Board constitute a majority. In addition, if a vacancy exists on the Board, whenever any

provisions of the Education Code require unanimous action of all or a specific number of the members, the vacant position(s) shall be not be counted for purposes of determining the total membership constituting the Board. (Education Code 35165)

Public Participation

Note: Pursuant to Government Code 54953.3, a member of the public cannot be required to register his/her name, complete a questionnaire, or provide other information as a condition of attending a Board meeting. If an attendance list or similar document is posted near the entrance or circulated during the meeting, it must clearly state that signing or completing the document is voluntary.

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information *as a condition of attending the meeting.*

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

***Note: Education Code 35145.5 mandates the Board to adopt regulations which ensure that the public can address the Board regarding agenda items, as specified below. ***

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5, Government Code 54954.3)

2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5, Government Code 54954.2)

3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board or staff member may ask a question for clarification, make a brief announcement, or make a brief report on his/her own activities. (Government Code 54954.2)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. Every notice for a special meeting shall provide an opportunity for members of the public to directly address the legislative body concerning any item that has been described in the notice for the meeting before or during consideration of that item. (Government Code 54954.3)

(cf. 9130 - Board Committees)

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

Note: Government Code 54954.3 authorizes regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker. The following paragraph should be revised to reflect district practice.

Individual speakers shall be allowed three minutes to address the Board on each agenda or nonagenda item. The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.

6. The Board president may rule on the appropriateness of a topic. If the topic would be more suitably addressed at a later time, the president may indicate the time and place when it should be presented.

The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3) In addition, the Board may not prohibit public criticism of district employees.

Note: The following optional paragraph addresses the issue of specific charges or complaints against district employees in open Board meetings. The Board president must first determine that the speech in question is a specific complaint or charge against a specific employee or employees before invoking the following provision. General criticisms of the district and its employees, no matter how harsh, may not be prohibited. Board members and staff may briefly respond to the concerns raised by the complainant at the meeting.

Note: In Baca v. Moreno Valley Unified School District, a federal district court issued a preliminary injunction against the district prohibiting it from enforcing its policy barring criticism of employees at public Board meetings. The court found that the district's policy violated the plaintiff's First Amendment rights by restricting the content of her speech. The court further noted that the district could not legally prevent a person from speaking in open session, even if the speech was clearly defamatory. Districts should note that this decision does not apply to any district other than the Moreno Valley Unified School District at this time. However, a different federal court has also reached the same result in a case involving the Vista Unified School District. Districts should be very cautious in implementing this policy and be guided by the advice of their legal counsel.

Note: For a district to be safe from litigation, the only option is for the Board to place no content restriction on public comments during the Board meeting. This option, however, would permit accusations to be made against an employee without notice or opportunity for employee response.

The Board president shall inform any complainant that in order to protect the employee's right to adequate notice before a hearing of such complaints and charges, and also to preserve the ability

of the Board to legally consider the complaints or charges in any subsequent evaluation of the employee, it is the policy of the Board to hear such complaints or charges in closed session unless otherwise requested by the employee pursuant to Government Code 54957. The Board president shall also encourage the complainant to file a complaint using the appropriate district complaint procedure.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 9321 - Closed Session Purposes and Agendas)

***Note: As provided in item #7 below, Government Code 54957.9 authorizes the Board to remove persons who willfully disrupt or disturb a meeting. Examples of disruptive conduct might include conduct that is extremely loud, disturbing, or creates a health or safety risk. In McMahon v. Albany Unified School District, a court held that a speaker's constitutional rights were not violated when he was removed from a Board meeting after dumping a substantial amount of garbage on the floor of the meeting room. The speaker had come to the Board meeting to complain about high school students littering, but did not stop dumping garbage when admonished by the Board president. Because he was not removed based on the content of his speech, a court upheld his conviction for a willful disruption of a public meeting. ***

7. The Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group shall be grounds for the president to terminate the privilege of addressing the Board.

The Board may remove disruptive individuals and order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

When such disruptive conduct occurs, the Superintendent or designee shall contact local law enforcement.

Recording by the Public

Note: Government Code 54953.5 provides that any person attending an open meeting may record it with an audio or video tape recorder or a still or movie camera unless the Board makes a reasonable finding that the recording cannot continue without noise, illumination, or obstruction of view which would persistently disrupt the meeting. Government Code 54953.6 requires a similar finding before the Board can prohibit or restrict a broadcast of its meetings.

The Superintendent or designee shall designate locations from which members of the public may broadcast, photograph, or tape record open meetings without causing a distraction.

(cf. 9324 - Board Minutes and Recordings)

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

Legal Reference:
EDUCATION CODE
5095 Powers of remaining board members and new appointees
32210 Willful disturbance of public school or meeting a misdemeanor
35010 Prescription and enforcement of rules
35145.5 Agenda; public participation; regulations
35163 Official actions, minutes and journal
35164 Vote requirements
35165 Effect of vacancies upon majority and unanimous votes by seven member board
GOVERNMENT CODE
54953.5 Audio or video tape recording of proceedings
54953.6 Broadcasting of proceedings
54954.2 Agenda; posting; action on other matters
54954.3 Opportunity for public to address legislative body; regulations
54957 Closed sessions
54957.9 Disorderly conduct of general public during meeting; clearing of room

34. ACTION **April 21, 2015**

Approval: Revised Job Description: Reception and Counseling Office Assistant

Proposal

It is proposed that the Board of Education approve revisions to the job description of Reception and Counseling Office Assistant, formerly Administrative Secretary I.

Background

In the field of personnel, it is a best practice to review a job description whenever a vacant position develops to determine if it needs to be updated or modified. The proposed revisions reflect updated duties and requirements of the position.

Budget Impact

There is no budget impact for this item.

Recommended Action

It is recommended that the Board of Education approve the revisions to the job description of Reception and Counseling Office Assistant.

Prepared by:

Leisa Winston
Director, Human Resources
& Public Communications

Submitted by:

Sherine Smith, Ed.D.
Superintendent of Schools

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Job Description: ~~Administrative Secretary I~~ Reception and Counseling Office Assistant

~~DEFINITION~~BASIC FUNCTION:

Under the direction of a~~n~~ site administrator, coordinate the flow of operations and communications for the high school Counseling Office; perform a variety of confidential and complex secretarial, technical, and administrative functions in support of counselors and psychologists, serve as the high school receptionist and to do other related work as required.

~~EXAMPLES OF~~ESSENTIAL DUTIES:

- Plan, coordinate and organize the flow of activities and communications for the High School Counseling Office and interact with other departments related to Counseling such as attendance, records, and activities as well as other school sites, central office, and outside agencies.
- Perform a variety of secretarial, technical and administrative responsibilities to relieve the administrators of administrative and clerical detail; assure smooth operations of the Counseling Office.
- Research, compile, produce, process, and coordinate aspects of programs such as College Round Up, ~~12th grade~~senior college application packets, ~~9th grade~~freshman registration, ~~, Freshman~~ grade level presentations, ~~Junior presentation, Sophomore presentation~~, and assist with preparation for summer school program.
- Compose, independently or from notes, a variety of materials including correspondence, schedules, lists, forms, special projects; maintain accurate files and records.
- Provide detailed and technical information concerning policies and procedures where judgment, knowledge and interpretation of procedures and regulations are required; using independent judgment and initiative, problem-solve, provide service, answer questions, bringing critical or difficult issues to attention of supervisors.
- Perform a variety of functions and tasks related to the enrollment of students and prepare materials and records for students who leave the District.
- Schedule and coordinate counseling appointments; calendar all meetings, events, student appointments for individual counselors.
- Assist counselors in monitoring the progress reports of students, ~~developing D&F list~~ producing data reports, communications with parents and students to track progress to graduation.
- Monitor LBHS Counseling Website; generate and update website materials, documents, calendars, newsletters and forms.
- ~~Issue and prepare Work Permits as needed and in the absence of Career Center personnel.~~
- Establish and maintain numerical, alphabetical, and subject matter files, which may contain highly sensitive and privileged material.
- Receive, greet, screen phone calls and visitors; receive, screen, sort and route mail; compose replies or handle correspondence independently, as directed.
- Answer telephone inquiries pertaining to routine policies, regulations, and operational procedures or by referring those making inquiries to appropriate offices or personnel.
- Prepare input data for a computerized record management, storage, and retrieval system and utilize the output reports in the operational functions of the office to which assigned.
- Assist by following up on administrative or clerical detail, which may include contact with members of the educational community.

OTHER REPRESENTATIVE DUTIES:

- Issue and prepare Work Permits as needed and in the absence of Career Center personnel.

- Engage in cross training on office functions and demonstrate use of knowledge to support office needs.
- Participates in job-related or District trainings as required.
- Other duties as assigned.

~~QUALIFICATIONS~~KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of:

- Modern office practices, methods, and procedures
- Appropriate English usage, spelling, grammar, punctuation, and arithmetical concepts
- Basic techniques and strategies of function organization and follow-through
- Standard office machines and equipment (fax, printer, copier), including computer ~~terminal~~ and applicable software.
- Operational procedures, policies, rules, and regulations specific to the assignment

Ability to:

- Perform complex and technical clerical work requiring accuracy and attention to detail
- Prepare clear and concise reports
- Accurately interpret legal mandates, District policies, rules and regulations, and apply them to a variety of operational procedures
- Compose correspondence independently; compile data and prepare reports
- Analyze situations correctly and adopt an effective course of action
- Assure efficient and timely and accurate completion of projects and activities
- Perform duties effectively with many demands on time and constant interruptions
- Operate ~~an IBM compatible~~ technology, including a personal computer
- Understand and carry out oral and written directions
- Establish and maintain cooperative working relationships
- Make arithmetic calculations quickly and accurately
- Work independently with little direction
- Work confidentially with discretion

MINIMUM QUALIFICATIONS:

Experience:

Two years of responsible and technical clerical experience, including experience in organizing and coordinating clerical functions.

Education:

Equivalent to the completion of the twelfth grade, including coursework or training in business practices, automated record management, storage, and retrieval systems, and other related functional areas.
Valid CPR and First Aid certifications issued by an authorized agency and on file in the Human Resources Office.

Personal Qualities:

- Independent worker
- Maturity and good judgment
- Personal appearance which establishes a desirable example for students.
- Willingness to assume a wide range of responsibilities
- Willingness to continuously improve
- Pleasant interpersonal skills
- Good organizational skills
- Commitment to professional courtesy

- Belief in high moral standards
- Commitment to professional responsibility
- High intrinsic motivation

WORKING CONDITIONS:

Environment:

- Indoor office environment.
- Moderate noise level.
- Constant interruptions.

Physical Requirements:

- Ability to see for purposes of reading instructions, labels, and other printed matter and for the safe operation of equipment.
- Ability to hear and understand speech at normal levels in person and on the telephone.
- Ability to communicate so others will be able to clearly understand a normal conversation in person and on the telephone.
- Ability to operate computer, typewriter, calculator, copy machine, telephone, and other office equipment with dexterity and in a safe and efficient manner.
- Ability to frequently lift and move items weighing up to 20 pounds, including office supplies and printed materials.
- Ability to climb stairs.

~~**Physical Ability to Meet the Following Requirements:**~~

- ~~Stand, sit, reach, grasp, stoop, bend, push, pull, kneel, squat, and twist~~
- ~~Move up to 20 pounds~~
- ~~Some locations may have stairs and may not have elevators~~

Operation of Vehicles, Machinery and Equipment Requirements:

- Ability to travel to a variety of locations within a reasonable time frame
- Must be able to operate office, multimedia, and computer equipment

Mental and Emotional Requirements:

- Ability to understand, and follow oral and written directions
- Ability to work independently with little direction
- Ability to concentrate to meet numerous deadlines
- Ability to establish and maintain effective wording relationships with others
- Ability to make independent decisions to respond to numerous requests, deadlines, and to prioritize assignments
- Ability to exchange information
- Ability to learn the procedures functions and limitations of assigned duties

35 ACTION **April 21, 2015**

Approval: Job Description: Elementary Physical Education Teacher

Proposal

It is proposed that the Board of Education approve the job description of Elementary Physical Education Teacher.

Background

A recent program review of the elementary physical education program indicated need for a certificated elementary physical education teacher to conduct the standards alignment, curriculum implementation and planning for the program.

Budget Impact

There is no budget impact for this item.

Recommended Action

It is recommended that the Board of Education approve the job description of Elementary Physical Education Teacher.

Prepared by:

Leisa Winston
Director, Human Resources
& Public Communications

Submitted by:

Sherine Smith, Ed.D.
Superintendent of Schools

LAGUNA BEACH UNIFIED SCHOOL DISTRICT
Job Description: Elementary Physical Education Teacher (K-5)

BASIC FUNCTION:

Under the direction of an assigned site administrator, serves the elementary schools as the certificated teacher of the elementary physical education program. The teacher is expected to provide a physical education program for and supervision of students in grades K-5, or a combination thereof, and assists in other school programs as assigned.

ESSENTIAL DUTIES:

- Teaches knowledge and skills in physical education to elementary students utilizing the course of study prescribed by the established curriculum.
- Evaluates and determines the skill and fitness levels of students in the physical education program.
- Plans, organizes, and implements physical education lessons.
- Analyzes, demonstrates, and explains basic skills, knowledge, and strategies of formal sports, game rhythms, and fundamentals of body movement.
- Provides guidance and direction to physical education assistants in implementation of physical education instructional activities.
- Adapts curriculum to the needs of the students with varying intellectual abilities, and to accommodate a variety of instructional activities.
- Evaluates each student's progress in skills and fitness in relationship to the level being taught, and prepares and progress reports.
- Establishes and maintains standards of student behavior required to provide an orderly and productive environment.
- Instructs students in proper care and use of materials and organizes storage areas and controls use of materials, to prevent loss or abuse.
- Inspects and reviews game activity areas and physical fitness equipment to ensure that the physical education activities are conducted in a safe and non-hazardous environment.
- Instructs students in health, personal hygiene, grooming, and self-help skills.
- Selects and requisitions instructional materials and maintains inventory records.
- Communicates with parents, classroom teachers, elementary counselor, and principal on student progress.
- Works collaboratively with other school staff in planning a balanced physical education program.

OTHER REPRESENTATIVE DUTIES:

- Maintains professional competence through in-service education activities and professional learning communities provided by the District and/or self-selected professional growth activities.
- Cooperates in school-wide supervision of students during out-of-school activities.
- Participates in faculty and/or District committees and the sponsorship of activities.
- Performs other related duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- Basic concepts of growth and development and behavior characteristics.
- Student behavior management and techniques.
- Strategies for working with individuals and groups.
- Principles of training and providing work direction.

- Analyzing assessment and other relevant data to assist in creating goals and objectives and evaluating the effectiveness of program services.
- Thorough understanding of the California Physical Education Content Standards.
- Instructional strategies pertaining to physical education and physical fitness instruction.
- Routine record management, storage, and retrieval systems and procedures.
- Appropriate English usage, punctuation, spelling, and grammar.
- Effective interpersonal skills using tact, patience and courtesy.
- Computer technology and software skills.

Ability to:

- Assess students for the appropriate instructional level and monitor progress.
- Develop and implement strategic lessons.
- Effectively communicate with students, staff and parents.
- Provide and maintain an effective environment for student learning.
- Read, interpret and apply legal mandates, policies, rules, regulations and operational procedures pertaining to school and departmental operations.
- Develop goals and objectives; establish and meet schedules and time lines; work with discretion and confidentiality.
- Establish and maintain cooperative and effective working relationships.
- Understand and carry out oral and written directions.
- Communicate effectively both orally and in writing in a clear and concise manner.
- Exchange and retrieve information in person and on the telephone.
- Apply policies and procedures related to the assigned duties and responsibilities of the position with good judgment in a variety of situations.

Personal Qualities:

Appearance, grooming, and personality which establishes a desirable example for pupils. Ability to meet District standards for physical or mental health. Above average recommendations from supervisors or other professional who have observed the personal characteristics, scholastic attainment, and performance of the classroom teacher, including the qualities listed below:

- Independent worker
- Maturity and good judgment
- Neat and clean appearance
- Willingness to assume a wide range of responsibilities
- Willingness to learn new skills
- Willingness to continuously improve
- Pleasant interpersonal skills
- Good organizational skills
- Commitment to professional courtesy
- Commitment to high standards
- Commitment to professional responsibility
- High intrinsic motivation

MINIMUM QUALIFICATIONS:

Bachelor's degree, including all courses needed to meet credential requirements. Valid California Teaching Credential authorizing service to teach departmentalized physical education classes at the elementary level.

WORKING CONDITIONS:

Environment:

- Outdoor playground and sports field environments.
- Indoor office and classroom environment.
- Moderate to loud noise levels.

Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is required to demonstrate:

- Ability to occasionally sit and frequently stand; walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.
- Ability to frequently lift and/or move up to 30 pounds, or up to 75 pounds with assistance.
- Specific vision abilities including close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus for purposes of reading documents, spreadsheets, diagrams, labels, and other printed matter.
- Ability to communicate, hear, and understand speech at typical levels in person and on the telephone.
- Ability to climb stairs.

Operation of Vehicles, Machinery, and Equipment Requirements:

- Ability to travel to a variety of locations within a reasonable time frame.
- Must be able to operate office, multimedia, and computer equipment.

Mental and Emotional Requirements:

- Ability to understand and follow oral and written directions.
- Ability to work independently with little direction.
- Ability to concentrate to meet numerous deadlines.
- Ability to establish and maintain effective working relationships with others.
- Ability to make independent decisions to respond to numerous requests, deadlines, and to prioritize assignments.
- Ability to exchange information.
- Ability to learn the procedures, functions and limitations of assigned duties.

Work Year: 10 months

Salary Range: Certificated Salary Schedule

36. ACTION **April 21, 2015**

Approval: Revised Job Description: Public Communications and Relations Liaison

Proposal

It is proposed that the Board of Education approve revisions to the job description of Public Communications and Relations Liaison.

Background

In the field of personnel, it is a best practice to review a job description whenever a vacant position develops to determine if it needs to be updated or modified. The proposed revisions reflect updated duties and requirements of the position.

Budget Impact

There is no budget impact for this item.

Recommended Action

It is recommended that the Board of Education approve the revisions to the job description of Public Communications and Relations Liaison.

Prepared by:

Leisa Winston
Director, Human Resources
& Public Communications

Submitted by:

Sherine Smith, Ed.D.
Superintendent of Schools

LAGUNA BEACH UNIFIED SCHOOL DISTRICT
Job Description: Public Communications & Relations Liaison

~~DEFINITION~~BASIC FUNCTION:

Under the general direction of the Director, Human Resources and Public Communications~~chief communications officer or designee~~, coordinate public relations activities including ~~publicity~~ press releases, publication production, photography, and special events; assist in establishing and maintaining a positive and consistent image of the district; perform other related work and duties as assigned.

ESSENTIAL ~~FUNCTIONS~~DUTIES:

- Assist with the efficient operation of the Public Communications office in connection with and under the supervision of the Director.
- Plan~~s~~, coordinate~~s~~ and execute~~s~~ public relations activities and events.
- ~~Writes~~ Gather information and prepare and distribute~~s~~ news releases ~~announcing important~~regarding special events, programs, meetings, ~~district information and events~~and recognitions under guidance of Director.~~;~~
- Establish and maintain files of news releases, articles, and other public information documents as required.
- Respond to routine requests for information from officials, employees, members of the public, media, or other individuals.
- U~~u~~pdate~~s~~ and maintain~~s~~ district master calendar of events.
- Provide~~s~~ digital photography for publications and for district personnel; provide~~s~~ photography to record special events.
- Assist schools and other District departments with the P~~p~~roduce~~stion~~, ~~delivers~~ and distribution~~es~~ of district publications, such as ~~like~~ printed programs, brochures, and ~~calendars~~publications.
- Attend staff, committee, and Board meetings as deemed necessary by Director for communication purposes.
- ~~Attends school board meetings to report to general public on important district matters discussed and/or decided upon at public meetings~~

OTHER REPRESENTATIVE DUTIES:

- Assist with supporting district social media communication.
- Participates in job-related or District trainings as required.
- Other duties as assigned which are consistent with the general requirements and qualifications of the position.

~~QUALIFICATIONS~~KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of:

- Principles of public relations and communications ~~information~~strategies ~~and relations~~.
- Principles of effective two-way communication.
- ~~;~~ Pprinciples of techniques of digital photography and graphic effects;
- Ceorrect English usage, spelling, punctuation, and vocabulary;
- Oeperation of computers and communications/publication ~~-~~related software ~~like~~ such as InDesign, Word, Excel, Publisher, etc.

Ability to:

- Assist in developing, implementing, and evaluating public relations goals.
- Establish priorities and work under pressure to meet deadlines
- Organize and handle a variety of projects simultaneously.
- Coordinate production and printing of publications and promotional materials in an effective and appropriate manner within ~~agreed upon~~designated timelines.
- Write creatively and clearly for broad public appeal and specialized audiences.
- Edit and proof written copy for publication in a variety of media outlets.
- Operate and use photographic equipment.
- Communicate effectively in English.
- Establish and maintain cooperative relationships with district stakeholders and employees.
- Demonstrate an understanding of, sensitivity to, and respect for, employees, community members, and the general public at large.
- Speak within careful bounds of stated or implied policy.
- Work flexible hours that may include evening and weekend events.

~~**Education, Certificates, or Licenses:**~~

- ~~Bachelors degree in public relations, communications, or a related field with appropriate experience preferred~~
- ~~Certification or association accreditation desired but not required~~
- ~~Valid California Driver's License~~
- ~~Evidence of insurability~~

Personal Qualities:

- Independent worker
- Maturity and good judgment
- Neat, professional, and polished appearance
- Willingness to assume a wide range of responsibilities
- Willingness to learn new skills to continuously improve
- Pleasant interpersonal skills
- Good organizational skills
- Commitment to professional responsibility
- React to change productively

MINIMUM REQUIREMENTS:

Experience:
Two years of clerical and/or public relations experience. Experience in a school district setting is preferred.

Education~~, Certificates, or Licenses:~~

- High School diploma or equivalent. Bachelors degree in public relations, communications, or a related field with appropriate experience preferred.

Certification or association accreditation desired but not required

- Licenses:

- Valid California Driver's License
- Evidence of insurability

WORKING CONDITIONS:

Environment:

- Indoor office work environment.
- Outdoor environment for photography and special event purposes.
- Constant interruptions.

Physical Requirements:

- Ability to frequently stand, reach, grasp, stoop, bend, push, pull, kneel, squat, and twist.
- Ability to frequently bend at the waist, kneel or crouch to retrieve and file materials and equipment.
- Ability to sit for extended periods of time.
- Ability to frequently lift and move items weighing up to 25 pounds, including office supplies, printed materials, and equipment.
- Ability to see for purposes of reading instructions, labels, and other printed matter and for the safe operation of equipment.
- Ability to hear and understand speech at normal levels in person and on the telephone.
- Ability to communicate so others will be able to clearly understand a normal conversation in person and on the telephone.
- Ability to operate computer, typewriter, calculator, copy machine, telephone, and other office equipment with dexterity and in a safe and efficient manner.

~~**Physical Ability to Meet the Following Requirements:**~~

- ~~Stand, sit, reach, grasp, stoop, bend, push, pull, kneel, squat, and twist~~
- ~~Move up to 25 pounds~~
- ~~Some locations may have stairs and may not have elevators~~

Operation of Vehicles, Machinery, and Equipment Requirements:

- Ability to travel to a variety of locations within a reasonable timeframe
- Must be able to perform basic office skills as well as publications software which may include office, multimedia, photography and computer equipment

Mental and Emotional Requirements:

- Ability to understand and follow oral and written directions
- Ability to work independently with little direction
- Ability to concentrate on and meet numerous deadlines
- Ability to establish and maintain effective working relationships with others
- Ability to make independent decisions to respond to numerous requests, deadlines, and to prioritize assignments
- Ability to exchange information
- Ability to learn the procedures, functions, and limitations of assigned duties

Laguna Beach Unified School District

37. ACTION **April 21. 2015**

Approval: **Increase hours of Athletic Trainer, Laguna Beach High School from 6.0 hours per day to 8.0 hours per day, 10 months per year**

Proposal

Staff recommend increasing the hours of the Athletic Trainer position at Laguna Beach High School from 6.0 hours per day to 8.0 hours per day, 10 months per year.

Background

The currently vacant Athletic Trainer position is currently allotted six hours per day. In recent times, demands have increased on this position, primarily related to safety and concussion protocols. As a result, there is a need for the Athletic Trainer to be present an additional two hours per day to address these demands.

Budget Impact

The annual cost of the increase in hours ranges from approximately $11,540 to $14,070 per year, depending on the experience level of the candidate.

Recommendation

It is recommended that the Board of Education authorize an increase in the hours of the Athletic Trainer position at Laguna Beach High School from 6.0 hours per day to 8.0 hours per day, 10 months per year.

Prepared by:

Leisa Winston
Director, Human Resources
and Public Communications

Submitted by:

Sherine Smith, Ed.D.
Superintendent of Schools