



**LAGUNA BEACH**  
**UNIFIED SCHOOL DISTRICT**

**Regular Meeting  
of the  
Board of Education**

**AGENDA**

**March 13, 2018**

**ADMINISTRATION**

Jason Vilorio, Ed.D., Superintendent of Schools  
Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services  
Jeff Dixon, Assistant Superintendent, Business Services  
Leisa Winston, Assistant Superintendent, Human Resources and  
Public Communications

**BOARD OF EDUCATION**

Jan Vickers, President  
Dee Perry, Clerk  
Ketta Brown, Member  
Carol Normandin, Member  
Peggy Wolff, Member

For information regarding Laguna Beach Unified School District, please visit our website: [www.lbusd.org](http://www.lbusd.org)

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

**March 13, 2018**

**5:00 P.M.**  
**CLOSED SESSION**

**6:00 P.M.**  
**STUDY SESSION**  
**LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP)**  
**PROGRESS AND STAKEHOLDER ENGAGEMENT**

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

**AGENDA**

**RECORDING OF SCHOOL BOARD MEETINGS**  
Open Session School Board Meetings will be video recorded.

- 1. CALL TO ORDER**
- 2. ROLL CALL TO ESTABLISH QUORUM**
- 3. PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS**
- 4. ADJOURN TO CLOSED SESSION**
  - A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**  
Government Code §54957
  - B. NEGOTIATIONS**  
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
- 5. CALL TO ORDER – OPEN SESSION**
- 6. PLEDGE OF ALLEGIANCE**
- 7. REPORT ON CLOSED SESSION ACTION**
- 8. ADOPTION OF AGENDA**

## **9. 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 are asked to 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.

## **10. STUDY SESSION: LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) – PROGRESS AND STAKEHOLDER ENGAGEMENT**

**– Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services**

Staff will present data, insights, and an important teacher-driven initiative within the context of the LCAP, the 2017-18 LCAP Survey, and California Healthy Kids Survey (CHKS) administered to students in grades 5, 7, 9, and 11.

### **10 Minute Break**

## **11. RECONVENE OPEN SESSION**

## **12. REPORTS**

- *Student Representative(s)*
- *LaBUFA Representative*
- *CSEA Representative*
- *Organizations – Boosters, PTA, SchoolPower*
- *Board Members*
- *Superintendent*
- *Cabinet Members*
- *Principal Report – Mike Conlon, Principal, Top of the World Elementary School*

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## **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. February 9, 2018 Special Meeting
  - ii. February 13, 2018 Regular Meeting
  - iii. March 8, 2018 Special Meeting
- b. Approval/Ratification of Personnel Report
- c. Approval/Ratification of Conference/Workshop Attendance
- d. Approval of Student Field Trip(s)
- e. Approval of Interdistrict Attendance Agreements – Resident Students to Other Districts
- f. Approval of Interdistrict Attendance Agreements – Student From Other District

- g. Approval of Acceptance of Gifts – In Kind Donation
- h. Approval of Agreements for Contracted Services – Special Education
- i. Approval of Agreements and Contracts – Technology Services
- j. Approval/Ratification of Warrants #393014 through #393256 in the amount of \$1,272,148.16 Dates: 2/06/2018 through 3/05/2018
- k. Approval/Ratification of Certificated Payroll 8A in the Amount of \$2,210,013.86  
Approval/Ratification of Classified Payroll 8B in the Amount of \$748,256.89  
Approval/Ratification of Classified Payroll 8C in the Amount of \$20,297.60
- l. Approval of Community Facilities District 98-1 (Crystal Cove) Administrative Expense Fund Disbursements Totaling \$1,290.69
- m. Approval of Third Renewal Award of Contract for Furniture and Equipment with Tangram Interiors through March 25, 2019

## **INFORMATION ITEMS**

### **14. UPDATE ON 2018 SUMMER SCHOOL PROGRAM**

**– Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services**

Staff will present information on the 2018 Summer School Program.

## **ACTION ITEMS**

### **15. APPROVAL OF RESOLUTION NO. 18-01: SCHOOL SAFETY**

**– Jason Vilorio, Ed.D., Superintendent**

School safety and supporting the social and emotional needs of our students is a top priority. To further promote the district's position on school safety, staff proposes the Board of Education adopt Resolution 18-01 in support of school safety.

### **16. APPROVAL OF CALIFORNIA SCHOOL BOARD ASSOCIATION (CSBA) 2018 DELEGATE ASSEMBLY ELECTION**

**– Jason Vilorio, Ed.D., Superintendent**

Staff proposes the Board of Education vote for up to eight candidates for the 2018 CSBA Region 15 Delegate Assembly.

### **17. APPROVAL OF POSITIVE CERTIFICATION OF SECOND INTERIM REPORT**

**– Jeff Dixon, Assistant Superintendent, Business Services**

Staff proposes the Board of Education approve a positive certification of the Second Interim Financial Report for 2017-2018.

### **18. 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 \$13,000 FOR THE 2018-2019 FISCAL YEAR**

**– Jeff Dixon, Assistant Superintendent, Business Services**

Staff proposes 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 2018/2019.



**19. APPROVAL OF REVISED HEALTH CLERK JOB DESCRIPTION**

– **Leisa Winston, Assistant Superintendent, Human Resources and Public Communications**  
Staff proposes the Board of Education approve revisions to the Health Clerk job description.

**20. APPROVAL OF THE COURSE OF STUDY FOR THE LAGUNA BEACH UNIFIED DISTRICT SECONDARY SCHOOLS FOR THE 2018/19 SCHOOL YEAR**

– **Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services**  
Staff proposes the Board of Education approve the Course of Study for the LBUSD Secondary Schools for the 2018/19 school year.

**21. APPROVAL OF INDEPENDENT CONTRACTOR AGREEMENT WITH BRIAN SHAY IN AN AMOUNT NOT-TO-EXCEED \$5,100.00**

– **Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services**  
Staff proposes the Board of Education approve an Independent Contractor Agreement for consulting services by Brian Shay. Mr. Shay will conduct Instructional Walks with our mathematics teachers in April 2018.

**22. APPROVAL TO UPDATE DISTRICT PLAN FOR PROVIDING EDUCATIONAL SERVICES FOR EXPELLED STUDENTS**

– **Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services**  
Staff proposes the Board of Education approve the updated 2018-2021 “Plan for Providing Educational Services to all Expelled Students in Orange County,” which follows the Countywide Expulsion plan developed with the Orange County Superintendent of Schools.

**23. APPROVAL OF INDEPENDENT CONTRACTOR AGREEMENT WITH THE INTERNATIONAL CENTER FOR LEADERSHIP IN EDUCATION (ICLE) FOR CONSULTING SERVICES**

– **Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services**  
Staff proposes the Board of Education approve an Independent Contractor Agreement with the International Center for Leadership in Education (ICLE). ICLE will provide consulting services to Laguna Beach Unified District schools in support of building effective professional learning communities (PLCs) to promote strong data teams and to work toward common understanding of the PLC process.

**24. APPROVAL OF BOARD POLICIES – FIRST READING**

– **Jason Vilorio, Ed.D., Superintendent**  
On February 9, 2018, the Board of Education held a special meeting to review and discuss Board policies as listed below, including addition, revision, and deletion of policies. Dr. Vilorio recommends a first reading by the Board of Education of the same policies. The Board may waive a second reading and approve the policies at a first reading, or require an additional reading if necessary. Board policies are presented to the Board of Education for a first reading as described in Board Bylaw 9310.

	<b>Policy/Bylaw</b>	<b>Title</b>	<b>Comment</b>
1.	0100	Philosophy	New Policy. Replace and Delete BP 6003.
2.	0200	Goals for the School District	New Policy. Replace and Delete BP 6004.
3.	3250	Transportation Fees	New Policy.
4.	3555	Nutrition Program	New Policy.
5.	4119.21 4219.21 4319.21	Professional Standards Exhibit 4119.21 Exhibit 4219.21 Exhibit 4319.21	New Policy. Replace and Delete BP 4302.
6.	4127 4227 4327	Temporary Athletic Team Coaches	New Policy.
7.	4140 4240 4340	Bargaining Units	New Policy.
8.	4161 4261 4361	Leaves	New Policy.
9.	4215	Evaluation/Supervision – Classified	New Policy.
10.	4315	Evaluation/Supervision – Administrators	New Policy.
11.	5030	Student Wellness	Update Policy.
12.	5112.5	Open/Closed Campus	New Policy. Replace and Delete BP 5040.
13.	5116	School Attendance Boundaries	New Policy. Replace and Delete BP 6001.
14.	5116.1	Intradistrict Open Enrollment	New Policy. Replace and Delete BP 5036.
15.	5125.1	Release of Directory Information	New Policy.
16.	5126	Awards for Achievement	New Policy.
17.	5127	Graduation Ceremonies and Activities	New Policy.
18.	6142.91	Reading/Language Arts Instruction	New Policy.
19.	6142.92	Mathematics Instruction	New Policy.
20.	6142.93	Science Instruction	New Policy.
21.	6142.94	History/Social Science Instruction	New Policy.

**25. BOARD MEMBER REQUESTS FOR ITEMS FOR NEXT MEETING, REQUESTS FOR INFORMATION, OR GENERAL COMMENTS**

**– Jan Vickers, President, Board of Education**

**26. ADJOURNMENT**

**– Jan Vickers, President, Board of Education**

The next Regular Meeting of the Board of Education is **Tuesday, March 27, 2018, 6:00 PM**  
Laguna Beach Unified School District Office Board Room  
550 Blumont St., Laguna Beach, California

For information regarding Laguna Beach Unified School District, please visit our website: [www.lbusd.org](http://www.lbusd.org)

## 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 Board votes to extend the time and the vote is approved 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 at 550 Blumont Street, Laguna Beach, 92651 by noon on the Friday before the scheduled meeting.*

## **Laguna Beach Unified School District**

### **10. STUDY SESSION**

**March 13, 2018**

#### **Laguna Beach Unified School District LCAP Study Session: Social Emotional Support for All Learners**

##### **Proposal**

Staff will present data, insights, and an important teacher-driven initiative within the context of the LCAP, the 2017-18 LCAP Survey, and California Healthy Kids Survey (CHKS) administered to students in grades 5, 7, 9, and 11.

##### **Background**

The Local Control Accountability Plan (LCAP) is a state requirement that outlines the district's overall vision for students, annual goals, and specific actions the district will take to achieve the goals. In this study session, staff will present LCAP Survey Data and recent California Healthy Kids Survey Data within the context of two district LCAP goal areas:

- Goal 1: Increase student academic achievement and social emotional strength through collaboration, critical thinking, creativity, and communication.
- Goal 4: Safe, attractive, clean, well-equipped learning environments for all students that promote critical thinking, collaboration, creativity, and communication.

The study session will utilize key LCAP Survey Data, CHKS, and national data to shape perspective around students' perceptions, experiences, behaviors, and beliefs as it relates to school culture and climate. Staff will explore student data with meeting participants and receive feedback to enhance district-wide development of an integrated, comprehensive social and emotional support system for all students K-12. Additionally, staff will present information on the Anti-Defamation League's No Place for Hate program implemented at each school site in 2017-2018 to reinforce expectations for positive behavior and inclusive mindsets.

##### **Budget Impact**

There is no budget impact for this report.

##### **Recommended Action**

The Board, staff, and community will participate in an interactive discussion on data, insights, and

**Odipo/Viloria**

# **Laguna Beach Unified School District**

**13.a.i. CONSENT/ACTION**

**March 13, 2018**

**Approval: Minutes – February 9, 2018 Special Meeting**

## **Board of Education Minutes of Special Meeting February 9, 2018**

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### **Call to Order**

The meeting was called to order at 8:30 a.m.

### **Roll Call to Establish Quorum**

Roll call to establish Quorum:

Members Present: Jan Vickers  
Dee Perry  
Ketta Brown  
Carol Normandin  
Peggy Wolff

Staff Present: Jason Vilorio, Ed.D., Superintendent  
Leisa Winston, Assistant Superintendent, Human Resources/Public  
Communications  
Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services  
Jeff Dixon, Assistant Superintendent, Business Services  
Victoria Webber, Executive Assistant

Attorney: Mark Bresee, Atkinson, Andelson, Loya, Ruud & Romo

### **Pledge of Allegiance**

President Vickers led the Board, staff, and members of the audience in reciting the Pledge of Allegiance.

### **Adoption of Agenda**

Member Brown moved adoption of the agenda. Member Normandin seconded.

Discussion: None

President Vickers called for the vote.

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes to adopt the agenda.

**Public Comment (Items Not on the Agenda)**

None.

**Review and Discussion of Board Policies**

The Board of Education, Cabinet members and Attorney Mark Bresee, of Atkinson, Andelson, Loya, Ruud & Romo, reviewed and discussed each of the following policies in preparation of bringing them forward to the Board for a first reading at the March 13, 2018 Board meeting.

Member Normandin left the meeting at 8:57 a.m.

Policy Number	Description	Notes
0100	Philosophy	Replace and Delete Board Policy 6003
0200	Goals for the School District	Replace and Delete Board Policy 6004
3250	Transportation Fees	New
3555	Nutrition Program Compliance	New
4119.21/4219.21/4319.21 Exhibit 4119.21 Exhibit 4219.21 Exhibit 5319.21	Professional Standards	Replace and Delete Board Policy 4302
4127/4227/4327	Temporary Athletic Team Coaches	New
4140/4240/4340	Bargaining Units	New
4161/4261/4361	Leaves	New
4215	Evaluation/Supervision - Classified	New
4315	Evaluation/Supervision - Administrators	New
5030	Student Wellness	Update
5112.5	Open/Closed Campus	Replace and Delete Board Policy 5040
5116	School Attendance Boundaries	Replace and Delete Board Policy 6001
5116.1	Intradistrict Open Enrollment	Replace and Delete Board Policy 5036
5125.1	Release of Directory Information	Replace and Delete Board Policy 1002

Policy Number	Description	Notes
5126	Awards For Achievement	New
5127	Graduation Ceremonies and Activities	New
6142.91	Reading/Language Arts Instruction	New
6142.92	Mathematics Instruction	New
6142.93	Science Instruction	New
6142.94	History/Social Science Instruction	New

Member Brown moved to adjourn the meeting. Member Wolff seconded.

Discussion: None

President Vickers called for the vote.

Motion carried 4-0-1. Members Vickers, Perry Brown, and Wolff, voted yes to adjourn. The meeting was adjourned at 9:38 a.m.

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Dee Perry  
Clerk of the Board  
March 13, 2018



## **Laguna Beach Unified School District**

**13.a.ii. CONSENT/ACTION**

**March 13, 2018**

**Approval: Minutes – February 13, 2018 Regular Meeting**

### **Board of Education Minutes of Regular Meeting February 13, 2018**

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#### **Call to Order**

President Vickers called the Regular Meeting of the Board of Education to order at 5:00 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:     Jan Vickers  
                             Dee Perry  
                             Ketta Brown  
                             Carol Normandin  
                             Peggy Wolff - absent

#### **Public Comment on Closed Session Items**

There were no public comments.

#### **Adjourn to Closed Session**

Member Brown moved to adjourn to Closed Session. Member Normandin seconded. Motion carried 4-0-1. Members Vickers, Brown, Normandin, and Perry, voted yes to adjourn to Closed Session. (Absent: Member Wolff). The meeting adjourned to Closed Session at 5:00 p.m. to discuss the following:

#### **A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

Government Code §54957

#### **B. NEGOTIATIONS**

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

Member Brown moved to adjourn from Closed Session. Member Normandin seconded.

Motion carried 4-0-1. Members Vickers, Brown, Normandin, and Perry, voted yes to adjourn from Closed Session. (Absent: Member Wolff). The Board adjourned from Closed Session at 5:55 p.m.

### **Present at Board Meeting**

Members Present: Jan Vickers  
Ketta Brown  
Carol Normandin  
Dee Perry  
Peggy Wolff - Absent

Employee Group  
Representatives: Elizabeth Phillips, Vice President, CSEA

Staff: Jason Vilorio, Ed.D., Superintendent  
Leisa Winston, Assistant Superintendent, Human Resources/Public  
Communications  
Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services  
Jeff Dixon, Assistant Superintendent, Business Services  
Victoria Webber, Executive Assistant  
Irene White, Director, Special Education  
Amy Kernan, Director, Assessment & Accountability  
Michael Keller, Ed.D., Director, Social Emotional Supports  
Ryan Zajda, Director, Facilities  
Mike Morrison, Chief Technology Officer  
Anakaren Ureno, Public Relations Liaison  
Chris Duddy, Principal, El Morro Elementary  
Mike Conlon, Principal, Top of the World Elementary  
Jason Allemann, Principal, Laguna Beach High School

### **Pledge of Allegiance**

President Vickers 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**

President Vickers reported no action was taken in Closed Session.

### **Adoption of Agenda**

Member Brown moved to adopt the agenda. Clerk Normandin seconded.

Members Vickers, Brown, Normandin, and Perry, voted yes to adopt the agenda as corrected. (Absent: Member Wolff).

### **Public Comment (Non- Agenda Items)**

Sheri Morgan addressed the Board on the topic of accountability and read a letter into records that she submitted to the editor of The Laguna Beach Independent.

### **Reports**

#### **Student Representative – Chloe Bryan**

Chloe provided an update on the following topics:

- Winter athletics
- Spring Musical – *All Shook Up*
- High school students performed *Charlie and the Chocolate Factory* to 3<sup>rd</sup> grade students
- Spike Ball Tournament – February 13
- New student luncheon – February 13
- CAASSP testing prep days
- Counselor appreciation week

#### **LaBUFA Representative – Mindy Hawkins, LaBUFA President**

- Participated in two days Interest Based Bargaining (IBB) training
- Gradeslam program is well received
- A survey has gone out to all LaBUFA members in preparation for negotiations

#### **CSEA Representative – Elizabeth Phillips, CSEA Vice President**

- Participated in two days Interest Based Bargaining (IBB) training
- Offering a Valentine scholarship fundraising opportunity for senior scholarships

### **Organizations**

- No reports

### **Board Members**

Board members reported as follows:

#### **Member Wolff**

- Absent

#### **Member Normandin**

- No report

#### **Member Brown**

- Attended Joint Fiscal Management Committee (JFMC) meeting

**Clerk Perry**

- No report

**President Vickers**

- Attended PTA Council
  - Received an excellent presentation by School Nurse Pam Majd

**Superintendent Viloria**

- Concurred with President Vickers on Pam's presentation to PTA Council
- Visited many classrooms in the last two weeks
- Witnessed positive environments for students at all sites
- SchoolPower Dinner Dance was a success and the Fund-A-Need project was well received by all in attendance.
- Met with the Superintendent of the Orange County Department of Education

**Cabinet**

**Leisa Winston, Assistant Superintendent, Human Resources and Public Communications**

- Thanked LaBUFA and CSEA Executive Board Members and negotiating teams for their participation in the IBB training.
- New Instagram account launched – Lagunabeachusd

**Jeff Dixon, Assistant Superintendent, Business Services**

- Reported on the JFMC meeting
  - Governor's budget proposal for 2018 narrows the gap for basic aid differential
  - May receive \$295 per ADA in one-time funding. These funds cannot be considered in second interim report since final funding is not approved
  - Submitting an RFP for tax revenue projections for five years out

**Alysia Odipo, Assistant Superintendent, Instructional Services**

- Recognized Special Education Director, Irene White, as an ACSA Administrator of the Year
- Thanked Irene White, Debby Nash, and all those involved with document preparation and interviews for the FCMAT study
- Provided an update on instructional programs

**Principal Report – Jason Allemann, Ed.D., Laguna Beach High School**

- Presented an update on the strategies used at Laguna Beach High School to ensure that all students have a specific, solid, and attainable plan upon graduation that includes postsecondary options.

President Vickers called for a five-minute break at 6:45 p.m.

Member Normandin left the meeting at 6:45 p.m.

## **PUBLIC HEARINGS**

- a. 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.

President Vickers opened the Public Hearing at 6:50 p.m. There were no public comments. President Vickers closed the Public Hearing at 6:50 p.m.

- b. Presentation of the Laguna Beach Unified Faculty Association and Laguna Beach Unified School District's Joint Proposal for a Successor Collective Bargaining Agreement and Announcement of a Requisite Public Hearing.

President Vickers opened the Public Hearing at 6:50 p.m. There were no public comments. President Vickers closed the Public Hearing at 6:50 p.m.

## **CONSENT CALENDAR**

Member Brown moved approval of Consent Calendar items a – k. Clerk Perry seconded.

Public Comment: None

Discussion: None

- a. Approval of Minutes – January 23, 2018 Regular Meeting
- b. Approval/Ratification of Personnel Report
- c. Approval/Ratification of Conference/Workshop Attendance
- d. Approval of Interdistrict Attendance Agreements – Resident Students to Other Districts
- e. Approval of Acceptance of Gifts – Checks Totaling \$6,250.00
- f. Approval of Agreements for Contracted Services – Special Education
- g. Approval of Agreements and Contracts – Technology Services
- h. Approval/Ratification of Warrants #392763 through #393013 in the amount of \$1,499,457.33 Dates: 1/12/18 through 2/05/18
- i. Approval/Ratification of Certificated Payroll 7A in the Amount of \$2,170,028.94  
Approval/Ratification of Classified Payroll 7B in the Amount of \$681,413.01
- j. Approval of Quarterly Investment Report – Board Policy 3002 – Investments
- k. Approval to Purchase ST Math Supplementary Mathematics Intervention Program for the Purpose of Piloting in an amount not-to-exceed \$2,576.00

Discussion: None

Motion carried 3-0-0. Members Vickers, Brown, and Perry voted yes. (Absent: Members Normandin and Wolff).

## **INFORMATION ITEMS**

### **Next Generation Science Standards Update (NGSS)**

Dr. Odipo and Dr. Allemann presented information on NGSS and the integrated nature of the standards that allows teachers to focus on specific local issues. All students will cover all standards with more hands on interactive lab work.

Board members asked clarifying questions related to AP courses and science graduation requirements.

### **Presentation of Updated Facilities Master Plan**

Mr. Dixon and Mr. Zajda reviewed the updated Facilities Master Plan, including proposed changes at each site.

Board members asked questions on declining enrollment and funding.

## **ACTION ITEMS**

### **Approval to Increase Work Year of Athletic Trainer at Laguna Beach High School from 10 Months Per Year to 10.75 Months Per Year, Beginning with the 2018-19 School Year**

Mrs. Winston stated the requested change in the athletic trainer schedule is to better align with the student schedule. The change in the athletic trainer work year would include starting sooner in the school year and better meet the needs of the student athletes.

Public Comment: None

Board Member Questions: None

Member Brown moved to approve increasing the work year of the athletic trainer at Laguna Beach High School from 10 months per year to 10.75 months per year, beginning with the 2018-19 school year. Clerk Perry seconded.

Board Member Discussion: None

Motion carried 3-0-0. Members Vickers, Brown, and Perry voted yes. (Absent: Members Normandin and Wolff).

**Approval of 2018-19 Comprehensive District and School Safety Plan**

Mr. Dixon and Mr. Zajda presented the 2018-19 Comprehensive District and School Safety Plan, highlighting the newly added attendance section. Mr. Dixon thanked all members of the safety committee for their participation.

Public Comment: None

Board Member Questions: None

Member Brown moved approval of the 2-18-2019 District and School Safety Plan. Member Normandin seconded.

Board Member Discussion: None

Motion carried 3-0-0. Members Vickers, Brown, and Perry voted yes. (Absent: Members Normandin and Wolff).

**Approval of Change Order No. 1 in the Amount of \$19,671.00 to American Modular Systems, Inc., for GEN7 Sustainable Building at Top of the World Elementary School**

Mr. Dixon introduced the item.

Public Comment: None

Member Brown moved to approve change order number 1 for \$19761.00 to American Modular Systems, Inc., for GEN7 Sustainable Building at Top of the World Elementary. Clerk Perry seconded.

Board Member Discussion: None

Motion carried 3-0-0. Members Vickers, Brown, and Perry voted yes. (Absent: Members Normandin and Wolff).

**Authorize the Assistant Superintendent of Business Services to File a Notice of Completion (NOC) with the County of Orange Recorder's Office for American Modular Systems, Inc. for the Gen7 Sustainable Buildings Purchase**

**Jeff Dixon**

**Ryan Zajda**

Mr. Dixon stated with the approval of the change order, the notice of completion may be filed.

Public Comment: None

Member Brown moved to accept the contract for American Modular Systems, Inc. for the Gen7 Sustainable Buildings purchase at Top of the World Elementary School as complete and authorize the Assistant Superintendent of Business Services to file a Notice of Completion with the County of Orange Recorder's Office. Clerk Perry seconded.

Board Member Discussion: None

Motion carried 3-0-0. Members Vickers, Brown, and Perry voted yes. (Absent: Members Normandin and Wolff).

**Approval of Change Order No. 1 in the amount of \$82,538.00 to R. Jensen Co., Inc. for the Site Work for Three Modular Buildings Project at Top of the World Elementary School**  
**Jeff Dixon, Assistant Superintendent, Business Services**  
**Ryan Zajda, Director, Facilities**

Mr. Dixon introduced the item.

Public Comment: None

Member Brown moved to approve Change Order No. 1 to R. Jensen Co., Inc., for \$82,538.00 for the Site Work for Three Modular Buildings project located at Top of the World Elementary School. Clerk Perry seconded.

Board Member Discussion: None

Motion carried 3-0-0. Members Vickers, Brown, and Perry voted yes. (Absent: Members Normandin and Wolff).

**Authorize the Assistant Superintendent of Business Services to File a Notice of Completion (NOC) with the County of Orange Recorder's Office for R. Jensen Co., Inc. for the Site Work for Three Modular Buildings at Top of the World Elementary School**  
**Jeff Dixon, Assistant Superintendent, Business Services**  
**Ryan Zajda, Director, Facilities**

Mr. Dixon stated with the approval of the change order, the notice of completion may be filed.

Public Comment: None



Member Brown moved to accept the contract for R. Jensen Co., Inc. for the site work for three modular buildings project at Top of the World Elementary School as complete and authorize the Assistant Superintendent of Business Services to file a Notice of Completion with the County of Orange Recorder's Office. Clerk Perry seconded.

Board Member Discussion: None

Motion carried 3-0-0. Members Vickers, Brown, and Perry voted yes. (Absent: Members Normandin and Wolff).

**Approval to Award Inspector Services Agreement with UCMI, Inc., to Provide Division of State Architect (DSA) Required Inspector of Record Services for Construction Projects at Laguna Beach High School in an amount Not-To-Exceed \$110,933.00**

Mr. Dixon stated this request is for upcoming projects to be completed during the summer.

Public Comment: None

Member Brown moved approval to award a contract for Division of State Architect (DSA) Required Inspector of Record (I.O.R.) Services for Construction Projects at Laguna Beach High School in an amount not-to-exceed \$110,933.00. Clerk Perry seconded.

Board Member Discussion: None

Motion carried 3-0-0. Members Vickers, Brown, and Perry voted yes. (Absent: Members Normandin and Wolff).

**Board Member Requests for Items for Next Meeting, Requests for Information, or General Comments**

Member Wolff - absent

Member Normandin - absent

Member Brown thanked staff for providing the Conditions of Children report from the County. She thanked Jeff Dixon for providing information on Proposition 13, and was appreciative of information shared on Rocket Ready and social/emotional data. She was also thankful for being invited to observe the Interest Based Bargaining training.

Clerk Perry observed an MTSS meeting at Thurston Middle School, walked Top of the World Elementary with Mr. Conlon and the greenhouse geo dome, met with Mr. Brusky to learn more about student reporting, and met with Mindy Hawkins.

Clerk Perry requested a recap on social/emotional learning be presented to the Board at some time in the future.

President Vickers attended the high school PTA meeting and enjoyed the presentation by counselors regarding college counseling. She attended a girls' basketball game, DELAC meeting, and observed the Interest Based Bargaining training. President Vickers commented the format of the Board Policy workshop was excellent.

### **Adjournment**

Member Brown moved to adjourn. Clerk Perry seconded.

President Vickers announced the next regular meeting is March 13, 2018 at 6:00 p.m.

Motion carried 3-0-0. Members Vickers, Brown, and Perry voted yes to adjourn the meeting. The meeting adjourned at 7:48 p.m.

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Dee Perry  
Clerk of the Board  
March 13, 2018

## **Laguna Beach Unified School District**

**13.a.iii. CONSENT/ACTION**

**March 13, 2018**

**Approval: Minutes – March 8, 2018 Special Meeting**

### **Board of Education Minutes of Special Meeting March 8, 2018**

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#### **Call to Order**

The meeting was called to order at 8:30 a.m.

#### **Roll Call to Establish Quorum**

Roll call to establish Quorum:

Members Present: Jan Vickers  
Dee Perry  
Ketta Brown  
Carol Normandin  
Peggy Wolff

Staff Present: Jason Vilorio, Ed.D., Superintendent  
Victoria Webber, Executive Assistant

#### **Pledge of Allegiance**

President Vickers led the Board, staff, and members of the audience in reciting the Pledge of Allegiance.

#### **Adoption of Agenda**

Member Wolff moved adoption of the agenda. Member Brown seconded.

Discussion: None

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes to adopt the agenda.

#### **Public Comment ( Items Not on the Agenda)**

None.

#### **Public Comment on Closed Session Agenda Item**

None.

### **Adjourn to Closed Session**

Member Brown moved to adjourn to Closed Session. Member Normandin seconded.

Discussion: None.

Motion carried by a vote of 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes to adjourn to closed session.

The meeting adjourned to Closed Session at 8:32 a.m. for the discussion of the Superintendent evaluation.

Victoria Webber was not in attendance for closed session.

### **Adjournment of Closed Session**

Member Brown moved adjournment of Closed Session. Member Normandin seconded.

Discussion: None

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff, voted yes to adjourn. Closed Session adjourned at 10:00 a.m.

The Board took a brief break and reconvened open session at 10:12 a.m.

### **Report Out of Closed Session**

President Vickers stated there was no report of Closed Session items.

### **Review and Discussion of Protocols**

The Board and Superintendent Vilorio reviewed agreed upon Board Governance protocols. Overall, the Board believes they are adhering to the agreed upon protocols. The Board identified changes to the following protocols:

- Motions and Deliberations
- Announcements, Requests, and Board Reports
- Requests for Items for Next Meeting, Requests for Information, General Comments

In addition, the Board discussed implementing a new protocol regarding association requests for individual Board member meetings.

The Board agreed to present the revised protocols as an information item at a future regularly scheduled Board meeting.

Member Normandin moved to adjourn the meeting. Member Brown seconded.

Discussion: None

Motion carried 4-0-1. Members Vickers, Brown, Normandin, and Wolff, voted yes to adjourn.  
Member Perry left the meeting at 10:32 a.m. The meeting adjourned at 11:10 a.m.

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Dee Perry  
Clerk of the Board  
March 13, 2018

**Laguna Beach Unified School District**

**13.b. CONSENT/ACTION**

**March 13, 2018**

**Approval/Ratification: Personnel Report**

**Proposal**

Staff proposes the Board of Education approve the Personnel Report, including various actions that are required to meet the needs of the District.

**Background**

It is necessary to process various personnel actions to meet staffing and operational needs. 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**

Staff recommends the Board of Education approve/ratify the Personnel Report and direct the Superintendent to authorize the actions requested in the report.

**PERSONNEL REPORT****March 13, 2018****I. RESIGNATIONS:**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Lilia Pinzon-Ingram PC06FS0502	Nutrition Services Assistant Thurston Middle School	February 16, 2018

**II. RETIREMENTS:**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Kris Hammerquist PC08SS0101	Administrative Assistant to the Principal Top of the World Elementary	June 29, 2018

**III. LEAVES:**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Azadeh Baghai	Elementary Teacher Top of the World Elementary	August 28, 2018 to June 20, 2019

Jennifer Carlson	Elementary Teacher Top of the World Elementary 0108011005-1110	August 28, 2018 to June 20, 2019
	Job Share with Erica Rahall	20% Leave of Absence 80% Employment Contract

Mary Parlapandides	Elementary Teacher Top of the World Elementary 0108011005-1110	August 28, 2018 to June 20, 2019
	Job Share with Carrie Rabay	80% Leave of Absence 20% Employment Contract

Carrie Rabay	Elementary Teacher Top of the World Elementary 0108011005-1110	August 28, 2018 to June 20, 2019
	Job Share with Mary Parlapandides	20% Leave of Absence 80% Employment Contract

Erica Rahall	Elementary Teacher Top of the World Elementary 0108011005-1110	August 28, 2018 to June 20, 2019
	Job Share with Jennifer Carlson	80% Leave of Absence 20% Employment Contract

**IV. EMPLOYMENT:**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Linda Butler-Stoll PC06FS0502	Nutrition Services Assistant Thurston Middle School 1306277426-2260 Range: 16 Step: F + longevity 4 hours per day/5 days per week/10 month academic calendar Replaces: Lilia Pinzon-Ingram	March 1, 2018

Christina Carrillo PC07SA0502	Instructional Assistant, Bilingual El Morro Elementary 0107013040-2110 Range: 22 Step: F 5 hours per day/5 days per week/10 month academic calendar Replaces: Claudia Sandino	February 12, 2018
	Permanent Employee General Fund \$22.322 per hour	
	Probationary Employee General Fund \$24.31 per hour	

**IV. EMPLOYMENT: (continued)**

<b><u>Name:</u></b>	<b><u>Position/Site:</u></b>	<b><u>Effective Date:</u></b>
Marissa Hoffman PC07SA0504	Instructional Assistant, Bilingual El Morro Elementary 0107011500-2110 Permanent Employee General Fund Range: 22 Step: D \$21.94 per hour 3 hours per day/5 days per week/10 month academic calendar Replaces: Iris Pena Tanner	February 12, 2018
Deborah Maya PC07SA0806	Instructional Assistant, Classroom El Morro Elementary 0107011005-2110 Probationary Employee General Fund Range: 20 Step: A \$17.91 per hour 3 hours per day/5 days per week/10 month academic calendar Replaces: Sarah Steer	February 26, 2018
Nolan McConnell PC06SA0909	Campus Supervisor Thurston Middle School 0106011008-2910 Probationary Employee General Fund Range: 24 Step: A \$19.77 per hour 5.75 hours per day/5 days per week/10 month academic calendar Replaces: Carlos Iglesias	February 27, 2018
Nathan McConnell PC08SA0302	Instructional Assistant, Physical Education Top of the World Elementary 0108011005-2110 Permanent Employee \$19.80 per hour 6.75 hours per day/5 days per week/10 month academic calendar Note: Increase hours from 6.5 hours per day to 6.75 hours per day	March 1, 2018
Claudia Sandino PC04SE0130	Instructional Assistant, Special Education Thurston Middle School 0104612310-2115 Probationary Employee Special Ed Fund Range: 25 Step: D \$23.62 per hour 3.75 hours per day/5 days per week/10 month academic calendar Replaces: Laura Vickery-Petersen	February 12, 2018

**V. EMPLOYMENT: Short Term Assignments - Extra Duty**

<b><u>Name:</u></b>	<b><u>Position/Site:</u></b>	<b><u>Effective Date:</u></b>
Carrie Denton	Sketchnoting Class Facilitator Laguna Beach High School 0102015380-1130 General Fund \$45.91 per hour NTE: 5 hours	October 1, 2017 to June 30, 2018
Connie Fabian Byrnes	Attendance Specialist Laguna Beach High School 0105091012-2490 General Fund Short Term Assignment Range: 30 Step: A \$22.92 per hour 3.5 hours per day/5 days per week/NTE: 22 days Reason: Assist Attendance Office	March 1, 2018 to March 30, 2018



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

<b><u>Name:</u></b>	<b><u>Position/Site:</u></b>	<b><u>Effective Date:</u></b>
Connie Fabian Byrnes	Campus Supervisor Laguna Beach High School 0105011012-2910 NTE: 70 hours Reason: After school detention and extra campus supervision as needed	March 1, 2018 to June 22, 2018 General Fund \$21.90 per hour
Nadia Hart	After School Math Prep - 3rd Grade Top of the World Elementary 0108011005-1130 NTE: 3.5 hours	March 26, 2018 to May 17, 2018 General Fund \$40.17 per hour
Nadia Hart	After School Math - 3rd Grade Top of the World Elementary 0108011005-1130 NTE: 7 hours	March 26, 2018 to May 17, 2018 General Fund \$45.91 per hour
Alonda Hartford	Breaker Advance prep Laguna Beach High School 0105014730-1130 NTE: 10 hours	February 15, 2018 to June 30, 2018 General Fund \$40.17 per hour
Kristen Kaa	Technology Training - New Certificated Substitutes Districtwide 0102015380-1130 NTE: 2 hours	January 31, 2018 General Fund \$45.91 per hour
Adeline King	Instructional Assistant, Special Education Top of the World Elementary 0104612310-2115 NTE: 8 hours Reason: Attendance at PLCs outside of work day	February 11, 2018 to June 21, 2018 Special Ed Fund Short Term/Intermittent Work Hours \$27.56 per hour
Kimberly Mattson	Rocket Ready Coach District Office 0113035380-1370 NTE: 40 hours	January 1, 2018 to June 30, 2018 General Fund \$40.17 per hour
Hayley McLellan	Breaker Advance prep Laguna Beach High School 0105014730-1130 NTE: 10 hours	February 15, 2018 to June 30, 2018 General Fund \$40.17 per hour
See Employee List	MTSS, CCM, PLCs, Staff Development meetings Thurston Middle School 0102015380-2150 NTE: 25 hours each Employees: Adeline King, Wendy Landaverde, Claudia Sandino	February 1, 2018 to June 22, 2018 General Fund \$27.56 per hour

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

<b><u>Name:</u></b>	<b><u>Position/Site:</u></b>	<b><u>Effective Date:</u></b>
See Employee List	Anti-Defamation Team meetings and training Districtwide 0102015380-1130 \$40.17 per hour NTE: 5 hours each Employees: Marie Bammer, Bridget Beaudry-Porter, Mary Blanton, Tamara Bonneville, Michelle Foster, Heather Hanson, Dawn Hunnicutt, Jamie Jameson, Alexis Karol, Megan Matthias, Lance Neal, Laura Silver	January 30, 2018 to June 30, 2018
See Employee List	ST Math Training - Elementary Districtwide 0102015380-1130 \$40.17 per hour NTE: 10 hours each Employees: Andrea Bochenek, Nadia Hart, Kimberly Mattson, Carrie Rabay, Patti Rabun, Melinda Vogel	January 31, 2018 to June 30, 2018
See Employee List	H/SS Pilot Training Thurston Middle School 0102015380-1130 \$40.17 per hour NTE: 8/ hours each Employees: Darci Anderson, Michelle Martinez, Megan Matthias, Carl Nelson	February 13, 2018 to June 30, 2018
See Employee List	Attended Technology Training for Certificated Substitutes Districtwide 0102015380-1190 \$40.17 per hour NTE: 1.5 hours each Substitutes: Elizabeth Aceves, Samantha Andrus, Laura Blawl, Seth Brandeberry, John Brusky, Caroline Cannan, Victoria Castle, Germaine Cecil, Mara Dawson, Kerry East, Victoria Foley, Karen Fulco, Marisa George, Carla Gifford, Vincent Hamasaki, Scott Hayter, Leah Hovenier, Christina Jans, Katayan Kapadia, Sierra Leatherman, Albert Lee, Pete Ligeros, Christine Ligoretti, Karen Liuzzi, Leslie Loy, Araceli McClosky, Morgan Meyers, Greg Munoz, Courtney Olay, Christie Olsen, Alison Pascall, Tabitha Perkins, Hannah Perry, Leiann Peters, Diana Plantier, Drew Reid, Jay Renkowitz, Leilani Rios, Janice Roling, Nick Saber, Cheryl Samios, Erin Sawyer, Colleen Schuelke, Rick Sikorski, Alexandria Simler, Alexander Smith, Jared Stinson, Shannon Stringham, Matthew Szydowski, Ashley Tyus, Taylor Urquhart, David VanNoppen, Freesia Vickman, Andrew White, Laura Winchester, Joy Zembruski	January 31, 2018
Jun Shen	Technology Training - New Certificated Substitutes Districtwide 0102015380-1130 \$45.91 per hour NTE: 2 hours	January 31, 2018

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

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Margaret Warder	Intervention Paraeducator	March 1, 2018 to
	Top of the World Elementary      General Fund	April 1, 2018
	0108011005-2150      \$31.526 per hour	
	NTE: 10 hours	
	Reason: Planning for the review of instructional programs	

**VI. EMPLOYMENT: Short Term Assignments - Performing Arts**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Hanna Ziad Abi Samra	Guest Instructor - Festival of Arts Dance	February 1, 2018 to
	Laguna Beach High School      PA Funds	June 21, 2018
	0105315317-2970      \$27.56 per hour	
	NTE: 16.328 hours	

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

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
None		

**VIII. EMPLOYMENT: Short Term Assignments - PTA**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Kelly Goldstein	After School Program - Art	January 12, 2015 to
	Top of the World Elementary      PTA funds	May 28, 2015
	0108015600-2145      \$27.56 per hour	
	NTE: 14 hours	
	Replaces: Jane Sasso	
Ali Rybczyk	After School Program - Art	March 26, 2018 to
	Top of the World Elementary      PTA funds	May 17, 2018
	0108015600-2145      \$27.56 per hour	
	NTE: 21 hours	

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

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

Fall Sports Calendar 2017/18:

In-Season: August 7 - November 3, 2017  
CIF Playoff: November 6 - December 4, 2017

Winter Sports Calendar 2017/18:

In-Season: November 6 - February 9, 2018  
CIF Playoff: February 12 to March 2, 2018

Spring Sports Calendar 2017/18:

In-Season: February 12 - May 11, 2018  
CIF Playoff: May 14 to June 4, 2018

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

Work Site: Laguna Beach High School

Booster Account: 0105315310-1185/2140

**Fall Sports Calendar 2017/18:**

In-Season: August 7 - November 3, 2017

CIF Playoff: November 6 - December 4, 2017

**Winter Sports Calendar 2017/18:**

In-Season: November 6 - February 9, 2018

CIF Playoff: February 12 to March 2, 2018

**Spring Sports Calendar 2017/18:**

In-Season: February 12 - May 11, 2018

CIF Playoff: May 14 to June 4, 2018

**Baseball:**

<b><u>Name:</u></b>	<b><u>Position:</u></b>	<b><u>Stipend:</u></b>
Jeff Sears	Head Coach, Preseason	\$3,000.00
Austin Paxson	Assistant Coach, Preseason	\$750.00
Jairo Ochoa	Assistant Coach, Preseason	\$750.00

**XI. Employment and Resignation- Substitute Teachers & Classified Substitutes:**

**Employment:**

<b><u>Name:</u></b>		<b><u>Position/Site:</u></b>	<b><u>Effective:</u></b>
Elizabeth Aceves	Araceliu McClosky	Substitute Teacher	January 31, 2018
Samantha Andrus	Morgan Meyers	Substitute Teacher	January 31, 2018
Laura Blawl	Tabitha Perkins	Substitute Teacher	January 31, 2018
Seth Brandeberry	Hannah Perry	Substitute Teacher	January 31, 2018
Victoria Foley	Leiann Peters	Substitute Teacher	January 31, 2018
Marisa George	Diana Plantier	Substitute Teacher	January 31, 2018
Carla Gifford	Drew Reid	Substitute Teacher	January 31, 2018
Scott Hayter	Leilani Rios	Substitute Teacher	January 31, 2018
Leah Hovenier	Erin Sawyer	Substitute Teacher	January 31, 2018
Katayan Kapadia	Alexander Smith	Substitute Teacher	January 31, 2018
Sierra Leatherman	Matthew Szydowski	Substitute Teacher	January 31, 2018
Albert Lee	Ashley Tyus	Substitute Teacher	January 31, 2018
Christine Ligoretti	Freesia Vickman	Substitute Teacher	January 31, 2018
Karen Liuzzi		Substitute Teacher	January 31, 2018
Sarah Bosick	Alexandra Jarrard	Classified Substitute	January 31, 2018
Bonny London	Nathan McConnell	Classified Substitute	January 31, 2018
Brittany Page	Crystal Sager	Classified Substitute	January 31, 2018

**Release:**

<b><u>Name:</u></b>	<b><u>Position/Site:</u></b>	<b><u>Effective:</u></b>
Victoria Castle	Substitute Teacher	February 2, 2018
David Van Noppen	Substitute Teacher	February 7, 2018

**Resignation:**

<b><u>Name:</u></b>	<b><u>Position/Site:</u></b>	<b><u>Effective:</u></b>
Carol Hovsepian	Substitute Teacher	January 31, 2018
Erika Fernandez	Classified Substitute	February 27, 2018

**Laguna Beach Unified School District**

**13.c. CONSENT/ACTION**

**March 13, 2018**

**Approval/Ratify:**

**Conference/Workshop Attendance**

Ina Wu, Bjorn Avila, and Allie Olvey – “Staff Visit to Earl Warren Middle School” – February 12, 2018 – Solano Beach, CA. Members of the TMS teaching staff visited Earl Warren Middle School to observe NGSS practices already in place.

**Fiscal Impact:**

\$	163.50	Transportation - Mileage
\$	163.50	TOTAL

Account #0106091008 – 5210 – TMS - Mileage

Irene White – “Regional Center Training on Devereux Early Childhood Assessment” – February 23, 2018 – Irvine, CA. Staff will review a new early childhood assessment tool.

**Fiscal Impact:** No Cost

Victoria Webber – “2018 Schools for Sound Finance (SF<sup>2</sup>) Spring Symposium” – March 22, 2018 – Sacramento, CA. Symposium will provide attendees important information for community funded districts on topics including the State budget, legislative issues and relations, an economic update, and other topics. On February 13, the Board approved the attendance of Superintendent Viloria; however, he is no longer able to attend. Due to changing airfare prices, there is an additional cost of \$100.00

**Fiscal Impact:**

\$	0.00	Registration
\$	100.00	Transportation airfare and shuttle/taxi
\$	100.00	TOTAL

Account #0101377100 – 5220 – Superintendent - Travel & Conference

Dawn Brown – “Spring Regional Credentials Counselors and Analysts Meeting” – April 17, 2018 – Costa Mesa, CA. Participants will receive updates on new and continuing topics on credentialing.

**Fiscal Impact:**

\$	35.00	Registration
\$	35.00	TOTAL

Account #0110397140 – 5220 – Human Resources - Travel & Conference

Jason Vilorio, Leisa Winston, and Anakaren Ureno - "National School Public Relations Annual Seminar" – July 16-18, 2018 – Anaheim, CA. The National seminar is the largest gathering of school communication professionals in North America, bringing together outstanding experts and practitioners in communication and leadership. Participants will engage in sessions that provide cutting-edge communication and how to respond to today's critical education issues.

Fiscal Impact:

\$ 1,600.00	Registration
\$ 130.80	Transportation/Mileage
\$ 180.00	Meals
\$ 252.00	Parking
\$ 2,162.80	TOTAL

Account #0110377145 – 5220 – Public Communications – Travel & Conference

Alysia Odipo and Kimberly Mattson - "YouCubed Professional Development Workshop 2018" – September 10-11, 2018 – Stanford CA. This conference will focus on exploring content and the pedagogy that promotes a growth mindset. Staff will learn to teach math with the growth mindset.

Fiscal Impact:

\$ 1,988.00	Registration
\$ 400.00	Transportation/Mileage
\$ 1,000.00	Lodging
\$ 150.00	Meals
\$ 150.00	Car Rental
\$ 3,688.00	TOTAL

Account #0109037150 – 5220 – Instruction – Travel & Conference

**Total Fiscal Impact: \$6,140.30**

## **Laguna Beach Unified School District**

### **13.d. CONSENT/ACTION**

**March 13, 2018**

**Approval: Student Field Trips**

#### **Proposal**

Staff proposes the Board of Education approve the following student field trips.

#### **1. Laguna Beach High School**

Destination:	Prefontaine Rotary Track and Field International, Coos Bay, OR
Date:	April 12-15, 2018
Chaperone(s):	Steve Lalim, Mark Harris, Tommy Newton-Neal, and Aliya Shaw
Cost to Student:	\$500
Number of Students:	TBD
Transportation:	Air
Accommodations:	Courtyard By Marriott, Portland, and Best Western Holiday Hotel, Coos Bay, Oregon

Students will participate in a competitive invitational, visit the University of Oregon, and bond as teammates. This competition replaces attendance at the Stanford Invitational scheduled for March 29 – April 1 that was previously Board approved on November 14, 2017.

#### **2. Laguna Beach High School**

Destination:	Clovis Invitational – Girls Cross Country
Date:	October 5-7, 2018
Chaperone(s):	Steve Lalim, Mark Harris, Tommy Newton-Neal, and Aliya Shaw
Cost to Student:	\$50
Number of Students:	35
Transportation:	Bus
Accommodations:	Best Western Plus, Fresno, CA

Students will compete in the Clovis Invitational at Woodward Park. The student athletes will compete against quality competitors in the course of the State meet, and bond as teammates.

#### **Background**

The principal of Laguna Beach High School has approved the Applications for Field Trip requests and submitted the application for approval in accordance with Board Policy 6019. This policy provides forms for use by parents/guardians that give permission for their student(s) to participate in field trips, along with 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.

## Laguna Beach Unified School District

13.e. CONSENT/ACTION

March 13, 2018

**Approval: Interdistrict Attendance Agreements – Resident Students to Other Districts**

### **Proposal**

Staff proposes that the Board of Education approve the following Interdistrict Attendance Agreements for resident students to attend another school district.

### **Background**

Board Policy 5035 and Education Code 48204 delineate the conditions for Interdistrict Attendance Agreements. These agreements are based upon factors intended to 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 students 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 and approve or deny requests. These requests are for the **2018/2019 school year**.

### **Budget Impact**

The District will have reduced expenditures as a result of reduced student enrollment as follows:

#### Summary of Projected IDT's Out of District

Based on students who are enrolling in other CA Public Schools

Does not include Laguna Beach students enrolled in private schools

School	IDT's Out for 2017/18	2017/18 Est. Reduced Cost (\$8500 per student)	IDT's Out for 2018/19 (to date)	2018/19 Est. Reduced Cost (\$8500 per student)
LBHS	14	\$ 76,500.00	4	\$ 34,000.00
TMS	4	\$ 34,000.00	1	\$ 8,500.00
TOW/ELM	14	\$ 68,000.00	4	\$ 34,000.00
Total	32	\$ 178,500.00	9	\$ 76,500.00

### **Recommended Action**

Staff recommends the Board of Education approve the attached list of students requesting Interdistrict Attendance Agreements as presented.

Name	Grade	District	Reason
Morgan L.	K	Fountain Valley Elementary Dist	3
Kellen M.	11	Orange USD	3
Isabel B.	11	Tustin USD	3
Lola B.	9	Tustin USD	3

- (1) Employee - Renewal
- (2) Employee - New
- (3) Special Need/Request



**Laguna Beach Unified School District**

**13.f. CONSENT/ACTION**

**March 13, 2018**

**Approval: Interdistrict Attendance Agreements Student From Other Districts**

**Proposal**

Staff proposes that the Board of Education approve the following Interdistrict Attendance Agreement request for a student 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.

**Implications**

This proposed action would approve the request of a non-resident student to attend Laguna Beach Unified Schools. The request is for the **2018/2019 school year**.

**Budget Impact**

The budget impact that will occur as a result of this action is approximately \$8,500.00 per school year per student. This represents the estimated annual cost per student. The spreadsheet below outlines the number of Interdistrict Transfers into LBUSD for 2016/17 and 2017/18.

Summary of Interdistrict Transfer Agreement for Staff Members - 2018-19				
Requested School	IDT's In - 2016/17	IDT's In - 2017/18	IDT's In 2018/19 (to date)	2018/19 Estimated Cost (\$8500 per student)
LBHS	6	5	1	\$8500
TMS	10	6		
TOW/ELM	34	27		
Total	50	38		

**Recommended Action**

Staff recommends the Board of Education approve the attached request for Interdistrict Attendance Agreement.

Student FN, LI	Grade	LBUSD School	District of Residence	Transfer Reason
Parker R.	9	LBHS	Orange USD	2

- (1) Employee - Renewal
- (2) Employee - New
- (3) Special Need/Request

**Laguna Beach Unified School District**

**13.g. CONSENT/ACTION**

**March 13, 2018**

**Approval: Acceptance of Gifts –In Kind Donation**

**Proposal**

Staff proposes the Board of Education accept the following gift to the District.

**Background**

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

**Recommended Action**

Staff recommends the Board of Education accept the following gift, as presented:

<b>Type of Gift</b>	<b>Donor</b>	<b>Amount/Gift</b>	<b>Disposition</b>
In Kind Donation	LBHS Baseball Boosters	Tri-King Lawn Mower	LBHS Baseball

**Laguna Beach Unified School District**

**13.h. ACTION**

**March 13, 2018**

**Approval: Agreements for Contracted Services-Special Education**

**Proposal**

Staff proposes the Board of Education approve the attached list of contracts required to secure necessary services for special education students.

**Background**

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**

Staff recommends the Board of Education approve the contracts as listed.

**Laguna Beach Unified School District**

**Agreements for Contracted Services – March 13, 2018**

<b>Contractor</b>	<b>Description of Services</b>	<b>Term</b>	<b>Funding</b>	<b>Cost</b>
Addendum Ocean View School	Counseling at Non-Public School for a special education student	02/08/18- 06/30/18	Non-Public School 0104072000-5878	\$2,280

**Laguna Beach Unified School District**

**13.i. CONSENT/ACTION**

**March 13, 2018**

**Approval: Agreements and Contracts – Technology Services**

**Proposal**

Staff proposes the Board of Education approve the attached list of contracts required to secure necessary technology and services for Technology Services.

**Background**

Approval by the Board of Education will provide needed technology and services for the Students, Teachers and staff.

**Budget Impact**

The expenses associated with the attached contracts are included in current and proposed Technology Services budgets.

**Recommended Action**

Staff recommends the Board of Education authorize the following contracts.

**Laguna Beach Unified School District**

**Contracts/Licenses – March 13, 2018**

<b>Contractor</b>	<b>Description of Services</b>	<b>Term</b>	<b>Funding</b>	<b>Cost</b>
CERTICA Solutions	CALPADS Certification Validation Software License	5/5/18 – 5/4/19 Renewal	01134571755805	\$3,176.25

**Laguna Beach Unified School District**

**13.j. CONSENT/ACTION**

**March 13, 2018**

**Approval: Warrants #393014 Through #393256 In The Amount of \$1,272,148.16**  
**Dates: 2/06/2018 through 3/05/2018**

**Proposal**

Staff proposes the Board of Education approve/ratify Warrants #393014 through #393256 in the amount of \$1,272,148.16.

**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 2017/2018 District Operating Budgets.

**Recommended Action**

Staff recommends the Board of Education approve/ratify the warrants in the amount of \$1,272,148.16.

SELECT Check ID's and Numbers: 760 ; Check Dates: 020618

Check #	Registrar	Payee Name	Description	Key	Object	Object Description	Check Amount
00393014	02/06/18	Advanced Alarm Inc.	ALARM MONITORING	0107477408	5560	ALARM MONITORING	2,730.00
						CHECK TOTAL:	2,730.00
00393015	02/06/18	ALL CITY MANAGEMENT SE	MISC OUTSIDE VENDOR	0106098040	5860	MISC OUTSIDE VENDOR	357.80
						CHECK TOTAL:	357.80
00393016	02/06/18	BEN'S MUSIC WORKSHOP I	MISC REPAIR	0102011190	5690	MISC REPAIR	1,866.00
						CHECK TOTAL:	1,866.00
00393017	02/06/18		NPS TRANSPORTATION-IN LIEU	0104256700	5881	NPS TRANSPORTATION-IN LI	1,033.29
						CHECK TOTAL:	1,033.29
00393018	02/06/18	Daly, Melissa Rose	MISC OUTSIDE VENDOR	0107011005	5860	MISC OUTSIDE VENDOR	350.00
						CHECK TOTAL:	350.00
00393019	02/06/18	Debby Nash	DEC 17 - JAN 18 - MILEAGE	0104072050	5210	MILEAGE REIMBURSEMENT	20.45
						CHECK TOTAL:	20.45
00393020	02/06/18	Diversified Thermal Se	HVAC	0106477408	5660	HVAC	535.00
						CHECK TOTAL:	535.00
00393021	02/06/18	JENNIFER TONEY SPEECH	JANUARY 2018	0104632900	5887	SPEECH THERAPY	5,610.00
						CHECK TOTAL:	5,610.00
00393022	02/06/18	Laguna Beach Water Dis	11/17/17 - 1/19/18 11/17/17- 1/19/18 11/17/17 - 1/19/18	0105477409	5530	WATER - UTILITIES	421.05
				0105477409	5530	WATER - UTILITIES	446.88
				0105477409	5530	WATER - UTILITIES	3,397.17
						CHECK TOTAL:	4,265.10
00393023	02/06/18	Mardan Center of Educa	DECEMBER 2017 DECEMBER 2017 - SPEECH JANUARY 2018 - SPEECH JANUARY 2018	0104632210	5100	SUBAGREEMENTS FOR SERVIC	5,522.34
				0104632210	5100	SUBAGREEMENTS FOR SERVIC	180.00
				0104632210	5100	SUBAGREEMENTS FOR SERVIC	180.00
				0104632210	5100	SUBAGREEMENTS FOR SERVIC	5,700.48
						CHECK TOTAL:	11,582.82
00393024	02/06/18	National Construction	RENTAL EXPENSE	0105477408	5620	RENTAL EXPENSE	170.55
						CHECK TOTAL:	170.55
00393025	02/06/18	NICOLE MILLER & ASSOCI	CONSULTANTS-OTHER CONSULTANTS-OTHER	0110397140	5831	CONSULTANTS-OTHER	25,601.80
				0110397140	5831	CONSULTANTS-OTHER	22,310.30
						CHECK TOTAL:	47,912.10
00393026	02/06/18	Ocean View School	JANUARY 2018 JANUARY 2018	0104632210	5100	SUBAGREEMENTS FOR SERVIC	12,776.08
				0104632210	5875	TUITION	2,407.37



SELECT Check ID's and Numbers: 768 ; Check Dates: 020618

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
						CHECK TOTAL:	15,183.45
00393027	02/06/18	Pearson Education Asse	TESTS/SCORING	0104613150	4330	TESTS/SCORING	1,264.61
						CHECK TOTAL:	1,264.61
00393028	02/06/18	Safety 1st Pest Contro	DECEMBER 2017	0105477409	5550	PEST CONTROL	175.00
			DECEMBER 2017	0106477409	5550	PEST CONTROL	125.00
			DECEMBER 2017	0107477409	5550	PEST CONTROL	125.00
			DECEMBER 2017	0108477409	5550	PEST CONTROL	125.00
			DECEMBER 2017	0102477409	5550	PEST CONTROL	50.00
			PEST CONTROL	0102477409	5550	PEST CONTROL	75.00
						CHECK TOTAL:	675.00
00393029	02/06/18	Steven Sogo	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	300.00
			MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS	510.00
						CHECK TOTAL:	810.00
00393030	02/06/18	Waste Management of OC	FEBRUARY 2018	0108477409	5540	TRASH - UTILITIES	366.46
			FEBRUARY 2018	0105477409	5540	TRASH - UTILITIES	1,339.54
			FEBRUARY 2018	0107477409	5540	TRASH - UTILITIES	436.85
			FEBRUARY 2018	0106477409	5540	TRASH - UTILITIES	466.15
			FEBRUARY 2018	0102477409	5540	TRASH - UTILITIES	227.98
						CHECK TOTAL:	2,836.98
00393031	02/06/18	WESTERN YOUTH SERVICES	DECEMBER 2017	0104132980	5889	OTHER THERAPY	420.00
						CHECK TOTAL:	420.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							97,623.15
GRAND TOTAL							97,623.15

SELECT Check ID's and Numbers: 768 ; Check Dates: 020718

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393032	02/07/18	Acorn Media	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	214.42
						CHECK TOTAL:	214.42
00393033	02/07/18	ANCHOR ELECTRIC	ELECTRICAL REPAIRS	0102477408	5661	ELECTRICAL REPAIRS	414.00
						CHECK TOTAL:	414.00
00393034	02/07/18	ASICS AMERICA CORPORAT	MATERIALS & SUPPLIES-INSTRUCT	0105011075	4310	MATERIALS & SUPPLIES-INS	981.91
						CHECK TOTAL:	981.91
00393035	02/07/18	Boys & Girls Club of L	2017/2018 FIRST SEMESTER	0109156100	5860	MISC OUTSIDE VENDOR	16,200.00
						CHECK TOTAL:	16,200.00
00393036	02/07/18	Bravo Music Inc.	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	385.00
						CHECK TOTAL:	385.00
00393037	02/07/18	Cintas Corporation Loc	GENERAL SUPPLIES-NON INSTRUCT	0107477408	4340	GENERAL SUPPLIES-NON INS	143.84
						CHECK TOTAL:	143.84
00393038	02/07/18	Dan's Thermal Services	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	589.40
			CONTRACT SERVICES	0107477408	5610	CONTRACT SERVICES	1,423.32
						CHECK TOTAL:	2,012.72
00393039	02/07/18	Ensuing Technologies C	EQUIPMENT-NEW	0107011005	4410	EQUIPMENT-NEW	1,659.35
						CHECK TOTAL:	1,659.35
00393040	02/07/18	Global Environmental C	CONTRACT SERVICES	0107477408	5610	CONTRACT SERVICES	7,890.00
						CHECK TOTAL:	7,890.00
00393041	02/07/18	Grainger	MAINTENANCE SUPPLIES	0107477408	4362	MAINTENANCE SUPPLIES	2,245.21
						CHECK TOTAL:	2,245.21
00393042	02/07/18	Greek, Douglas B.	OTHER MAINTENANCE SERVICES	0107477408	5692	OTHER MAINTENANCE SERVIC	3,240.00
			OTHER MAINTENANCE SERVICES	0105477408	5692	OTHER MAINTENANCE SERVIC	3,660.00
			OTHER MAINTENANCE SERVICES	0102477408	5692	OTHER MAINTENANCE SERVIC	1,085.00
			OTHER MAINTENANCE SERVICES	0108477408	5692	OTHER MAINTENANCE SERVIC	2,940.00
						CHECK TOTAL:	10,925.00
00393043	02/07/18	Laguna Beach Water Dis	11/27/17 - 1/29/18	0108477409	5530	WATER - UTILITIES	5,883.78
						CHECK TOTAL:	5,883.78
00393044	02/07/18	Laguna Graphic Arts In	OUTSIDE PRINTING	0106091008	5870	OUTSIDE PRINTING	620.64
						CHECK TOTAL:	620.64
00393045	02/07/18	Maintex	OTHER CUSTODIAL SUPPLIES	0107477409	4361	OTHER CUSTODIAL SUPPLIES	287.73

SELECT Check ID's and Numbers: 760 ; Check Dates: 020718

Check #	Registrar	Payee Name	Description	Key	Object	Object Description	Check Amount
CHECK TOTAL:							287.73
00393046	02/07/18	Margaretich, Kathleen	MATERIALS & SUPPLIES-INSTRUCT	0107011020	4310	MATERIALS & SUPPLIES-INS	60.89
			MATERIALS & SUPPLIES-INSTRUCT	0107011020	4310	MATERIALS & SUPPLIES-INS	64.94
CHECK TOTAL:							125.83
00393047	02/07/18	McGilll, Loryn Rachel	JANUARY 2018	0104632900	5887	SPEECH THERAPY	875.00
CHECK TOTAL:							875.00
00393048	02/07/18	PITNEY BOWES GLOBAL FI	11/28/17 - 2/27/18	0102397400	5620	RENTAL EXPENSE	653.88
CHECK TOTAL:							653.88
00393049	02/07/18	Reynolds Carpet Cleane	OTHER MAINTENANCE SERVICES	0108477408	5692	OTHER MAINTENANCE SERVIC	160.00
CHECK TOTAL:							160.00
00393050	02/07/18	Robby Ibelle and Lucia	MILEAGE - DECEMBER 2017	0104256700	5880	TRANSPORTATION-IN LIEU	153.01
			MILEAGE - NOV 2017 (27TH-30TH)	0104256700	5880	TRANSPORTATION-IN LIEU	55.64
			MILEAGE - JANUARY 2018	0104256700	5880	TRANSPORTATION-IN LIEU	283.40
CHECK TOTAL:							492.05
00393051	02/07/18	Scholastic Inc.	SUBSCRIPTIONS	0107011005	4368	SUBSCRIPTIONS	94.78
CHECK TOTAL:							94.78
00393052	02/07/18	Scientific Learning Co	ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	2,495.00
CHECK TOTAL:							2,495.00
00393053	02/07/18	Smardan Supply Co	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	132.57
CHECK TOTAL:							132.57
00393054	02/07/18	Southern Calif Gas Co.	JANUARY 2018	0105477409	5510	UTILITIES - HEAT	41.28
CHECK TOTAL:							41.28
00393055	02/07/18	Southern California Ed	FEBRUARY 2018	0107477409	5520	LIGHT & POWER	26.31
			FEBRUARY 2018	0106477409	5520	LIGHT & POWER	5,332.00
			FEBRUARY 2018	0102477409	5520	LIGHT & POWER	2,461.36
			FEBRUARY 2018	0105477409	5520	LIGHT & POWER	8,389.33
CHECK TOTAL:							16,209.00
00393056	02/07/18	WAXIE SANITARY SUPPLY	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	2,096.29
CHECK TOTAL:							2,096.29
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							73,239.28

SELECT Check ID's and Numbers: 76@ ; Check Dates: 020818

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393057	02/08/18	Burnham Benefits Insur	FEBRUARY 2018	0102397400	5831	CONSULTANTS-OTHER	5,000.00
						CHECK TOTAL:	5,000.00
00393058	02/08/18	CALIFORNIA SCHOOLS EMP	FEBRUARY 2018	0102017400	3401	HEALTH & WELFARE, CERTIF	18,792.65
			FEBRUARY 2018	0102397400	3402	HEALTH & WELFARE,CLASSIF	9,256.08
			FEBRUARY 2018	0102397400	5831	CONSULTANTS-OTHER	543.00
			FEBRUARY 2018	0102017400	3401	HEALTH & WELFARE, CERTIF	2,543.09
			FEBRUARY 2018	0102397400	3402	HEALTH & WELFARE,CLASSIF	1,252.57
						CHECK TOTAL:	32,387.39
00393059	02/08/18	David Wilson's Villa F	VEHICLE-LEASE/PURCHASE	0105315310	6430	VEHICLE-LEASE/PURCHASE	19,667.81
						CHECK TOTAL:	19,667.81
00393060	02/08/18	DeMoulin Bros. & Co.	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	63.59
						CHECK TOTAL:	63.59
00393061	02/08/18	Maintex	OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	31.60
			CUSTODIAL CONSUMABLES(PAPER)	0106477409	4360	CUSTODIAL CONSUMABLES(PA	177.57
						CHECK TOTAL:	209.17
00393062	02/08/18		1/22 - 1/26	0104632900	5878	PARENT REIMBURSEMENT (LE	1,592.50
			1/29 - 2/2	0104632900	5878	PARENT REIMBURSEMENT (LE	1,625.00
						CHECK TOTAL:	3,217.50
00393063	02/08/18	Orange County Therapy	JANUARY 2018	0104632900	5100	SUBAGREEMENTS FOR SERVIC	14,878.00
			JANUARY 2018	0104632900	5886	PHYSICAL THERAPY	602.00
			JANUARY 2018 - OT	0104632900	5100	SUBAGREEMENTS FOR SERVIC	1,400.00
						CHECK TOTAL:	16,880.00
00393064	02/08/18	PITNEY BOWES GLOBAL FI	RENTAL EXPENSE	0102397400	5910	POSTAGE/DELIVERY	78.30
						CHECK TOTAL:	78.30
00393065	02/08/18	School Specialty Inc.	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	146.14
						CHECK TOTAL:	146.14
00393066	02/08/18	SECURE LIVE SCAN	FINGER PRINTING	0110397140	5845	FINGER PRINTING	280.00
						CHECK TOTAL:	280.00
00393067	02/08/18	The LaunchPad Therapy	OCCUPATIONAL THERAPY	0104632900	5885	OCCUPATIONAL THERAPY	2,185.00
						CHECK TOTAL:	2,185.00
00393068	02/08/18	Sysco Food Service of	FOOD	1302277426	4700	FOOD	77.85
			FOOD	1302277426	4700	FOOD	427.79
			FOOD	1302277426	4700	FOOD	77.85

SELECT Check ID's and Numbers: 76@ ; Check Dates: 020818

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	195.77
						CHECK TOTAL:	779.26
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	80,894.16
			GRAND TOTAL				80,894.16

SELECT Check ID's and Numbers: 760 ; Check Dates: 020918

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393069	02/09/18	CARE Youth Corporation	JANUARY 2018	0104632210	5898	AB3632 ROOM & BOARD	6,820.00
			JANUARY 2018	0104632210	5889	OTHER THERAPY	2,294.00
			JANUARY 2018	0104632210	5875	TUITION	3,300.00
						CHECK TOTAL:	12,414.00
00393070	02/09/18	Follett School Solutio	MATERIALS & SUPPLIES-INSTRUCT	0102016300	4310	MATERIALS & SUPPLIES-INS	-322.73
			MATERIALS & SUPPLIES-INSTRUCT	0102016300	4310	MATERIALS & SUPPLIES-INS	-90.30
			MATERIALS & SUPPLIES-INSTRUCT	0102016300	4310	MATERIALS & SUPPLIES-INS	-15.05
			MATERIALS & SUPPLIES-INSTRUCT	0102016300	4310	MATERIALS & SUPPLIES-INS	-15.05
			MATERIALS & SUPPLIES-INSTRUCT	0102016300	4310	MATERIALS & SUPPLIES-INS	-15.05
			MATERIALS & SUPPLIES-INSTRUCT	0102016300	4310	MATERIALS & SUPPLIES-INS	-57.90
			MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	1,932.09
						CHECK TOTAL:	1,416.01
00393071	02/09/18	Gray Step Software Inc	ANNUAL SOFTWARE LICENSE FEE	0106091008	5805	ANNUAL SOFTWARE LICENSE	799.00
						CHECK TOTAL:	799.00
00393072	02/09/18	Home Depot	MAINTENANCE SUPPLIES	0107477408	4362	MAINTENANCE SUPPLIES	491.94
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	139.73
			MAINTENANCE SUPPLIES	0107477408	4362	MAINTENANCE SUPPLIES	135.11
			EQUIPMENT-NEW	0106015040	4410	EQUIPMENT-NEW	1,414.80
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	88.07
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	35.14
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	66.45
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	41.71
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	107.83
						CHECK TOTAL:	2,520.78
00393073	02/09/18	KERNAN, AMY	1/18-1/19 - CAASPP CONF	0102015380	5220	TRAVEL & CONFERENCE	42.00
						CHECK TOTAL:	42.00
00393074	02/09/18	Maintex	CUSTODIAL CONSUMABLES(PAPER)	0106477409	4360	CUSTODIAL CONSUMABLES(PA	84.05
			OTHER CUSTODIAL SUPPLIES	0108477409	4361	OTHER CUSTODIAL SUPPLIES	80.05
						CHECK TOTAL:	164.10
00393075	02/09/18	Nancy Mooers	1/18-1/19 - CAASPP CONF	0102015380	5220	TRAVEL & CONFERENCE	69.24
						CHECK TOTAL:	69.24
00393076	02/09/18	OCDE	TRAVEL & CONFERENCE	0108091005	5220	TRAVEL & CONFERENCE	300.00
						CHECK TOTAL:	300.00
00393077	02/09/18	Odipo, Alysia	1/5-1/7 - WOMEN IN LEADERSHIP	0109397150	5220	TRAVEL & CONFERENCE	202.83
			1/16-1/19-ACSA NEGOTIATORS	0110397140	5220	TRAVEL & CONFERENCE	63.98
						CHECK TOTAL:	266.81

SELECT Check ID's and Numbers: 76@ ; Check Dates: 020918

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393078	02/09/18	Office Depot	COPIER PAPER	0108011005	4312	COPIER PAPER	377.02
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	-7.85
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	7.85
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	45.55
						CHECK TOTAL:	422.57
00393079	02/09/18	Olvey, Alexandra	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	54.41
						CHECK TOTAL:	54.41
00393080	02/09/18	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	85.01
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	187.93
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	348.54
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	55.25
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	46.24
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	7.41
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	18.46
			COMPUTER PRINTERS \$250-\$5,000	0106091008	4462	COMPUTER PRINTERS \$250-\$	355.56
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	38.73
						CHECK TOTAL:	1,143.13
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							19,612.05
GRAND TOTAL							19,612.05



SELECT Check ID's and Numbers: 76@ ; Check Dates: 021418

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393081	02/14/18	Aardvark Clay & Suppli	MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS	629.69
						CHECK TOTAL:	629.69
00393082	02/14/18	Acorn Media	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	463.30
						CHECK TOTAL:	463.30
00393083	02/14/18		FEBRUARY 2018	0104602150	5877	PRESCHOOL TUITION	930.00
						CHECK TOTAL:	930.00
00393084	02/14/18	B & E Photo Video Inc.	EQUIPMENT-NEW	0105015040	4410	EQUIPMENT-NEW	12.99
						CHECK TOTAL:	12.99
00393085	02/14/18	BEN'S MUSIC WORKSHOP I	MISC REPAIR	0105015040	5690	MISC REPAIR	163.00
						CHECK TOTAL:	163.00
00393086	02/14/18	BLICK ART MATERIALS	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	385.93
						CHECK TOTAL:	385.93
00393087	02/14/18		JANUARY 2018 - SPEECH	0104072000	5878	PARENT REIMBURSEMENT (LE	682.50
			JANUARY 2018 - SOCIAL	0104072000	5878	PARENT REIMBURSEMENT (LE	210.00
						CHECK TOTAL:	892.50
00393088	02/14/18	Cintas Corporation Loc	GENERAL SUPPLIES-NON INSTRUCT	0106477408	4340	GENERAL SUPPLIES-NON INS	156.18
						CHECK TOTAL:	156.18
00393089	02/14/18	Digital Networks Group	OTHER MAINTENANCE SERVICES	0106477408	5692	OTHER MAINTENANCE SERVIC	2,419.93
						CHECK TOTAL:	2,419.93
00393090	02/14/18	Dunn Edwards Paint	GENERAL SUPPLIES-NON INSTRUCT	0105477408	4340	GENERAL SUPPLIES-NON INS	28.27
						CHECK TOTAL:	28.27
00393091	02/14/18	Express Pipe & Supply	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	63.10
						CHECK TOTAL:	63.10
00393092	02/14/18	Fisher Science Educati	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	105.22
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	99.00
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	62.63
						CHECK TOTAL:	266.85
00393093	02/14/18	Ganahl Lumber	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	15.05
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	53.70
						CHECK TOTAL:	68.75
00393094	02/14/18	Grainger	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	77.88



SELECT Check ID's and Numbers: 76@ ; Check Dates: 021418

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
CHECK TOTAL:							77.88
00393095	02/14/18	KERNAN, AMY	MILEAGE REIMBURSEMENT	0102015380	5210	MILEAGE REIMBURSEMENT	204.34
CHECK TOTAL:							204.34
00393096	02/14/18	Konica Minolta	JANUARY 2018	0107091005	5650	SOFTWARE/COPIER MAINTENA	160.65
			JANUARY 2018	0102397400	5650	SOFTWARE/COPIER MAINTENA	36.79
			JANUARY 2018	0105091012	5650	SOFTWARE/COPIER MAINTENA	1,250.04
			JANUARY 2018	0102397400	5650	SOFTWARE/COPIER MAINTENA	46.16
			JANUARY 2018	0107091005	5650	SOFTWARE/COPIER MAINTENA	99.57
			JANUARY 2018	0106091008	5650	SOFTWARE/COPIER MAINTENA	209.73
			JANUARY 2018	0108091005	5650	SOFTWARE/COPIER MAINTENA	143.10
			JANUARY 2018	0102397400	5650	SOFTWARE/COPIER MAINTENA	49.89
			JANUARY 2018	0102397400	5650	SOFTWARE/COPIER MAINTENA	49.79
			JANUARY 2018	0108091005	5650	SOFTWARE/COPIER MAINTENA	151.48
			JANUARY 2018	0102397400	5650	SOFTWARE/COPIER MAINTENA	42.00
			JANUARY 2018	0105091012	5650	SOFTWARE/COPIER MAINTENA	146.57
			JANUARY 2018	0105091012	5650	SOFTWARE/COPIER MAINTENA	0.48
			JANUARY 2018	0106091008	5650	SOFTWARE/COPIER MAINTENA	365.36
CHECK TOTAL:							2,751.61
00393097	02/14/18	Laguna Graphic Arts In	OUTSIDE PRINTING	0106091008	5870	OUTSIDE PRINTING	620.64
CHECK TOTAL:							620.64
00393098	02/14/18	LEE, RAYMOND	MILEAGE - OCT 2017 - FEB 2018	0102397406	5210	MILEAGE REIMBURSEMENT	210.33
CHECK TOTAL:							210.33
00393099	02/14/18	Maintex	MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	278.04
CHECK TOTAL:							278.04
00393100	02/14/18	NASCO MODESTO	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	61.28
CHECK TOTAL:							61.28
00393101	02/14/18	PT FOR KIDS	JANUARY 2018	0104632900	5886	PHYSICAL THERAPY	1,485.00
CHECK TOTAL:							1,485.00
00393102	02/14/18	Richard Selin	MATERIALS & SUPPLIES-INSTRUCT	0106015455	4310	MATERIALS & SUPPLIES-INS	369.75
CHECK TOTAL:							369.75
00393103	02/14/18	Rosen, Neil	FEBRUARY 2018	0104602150	5877	PRESCHOOL TUITION	910.00
CHECK TOTAL:							910.00
00393104	02/14/18	Sarah Pearlman	1/24-1/26 - ASB WORKS	0106091008	5220	TRAVEL & CONFERENCE	140.33
CHECK TOTAL:							140.33

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393105	02/14/18		DECEMBER 2017	0104602150	5877	PRESCHOOL TUITION	115.00
			JANUARY 2018	0104602150	5877	PRESCHOOL TUITION	255.00
						CHECK TOTAL:	370.00
00393106	02/14/18	Southern Calif Gas Co.	JANUARY 2018	0106477409	5510	UTILITIES - HEAT	245.31
			JANUARY 2018	0105477409	5510	UTILITIES - HEAT	249.95
			JANUARY 2018	0105477409	5510	UTILITIES - HEAT	254.59
			JANUARY 2018	0102477409	5510	UTILITIES - HEAT	27.42
			JANUARY 2018	0102477409	5510	UTILITIES - HEAT	53.73
			JANUARY 2018	0108477409	5510	UTILITIES - HEAT	161.71
			JANUARY 2018	0102477409	5510	UTILITIES - HEAT	20.16
						CHECK TOTAL:	1,012.87
00393107	02/14/18	Southern California Ed	JANUARY 2018	0107477409	5520	LIGHT & POWER	3,036.27
			FEBRUARY 2018	0107477409	5520	LIGHT & POWER	3,064.08
						CHECK TOTAL:	6,100.35
00393108	02/14/18	Staples Advantage	COPIER PAPER	0105011012	4312	COPIER PAPER	1,334.38
						CHECK TOTAL:	1,334.38
00393109	02/14/18		JANUARY 2018	0104602150	5877	PRESCHOOL TUITION	255.00
						CHECK TOTAL:	255.00
00393110	02/14/18	Pearson	MATERIALS & SUPPLIES-INSTRUCT	1119014680	4310	MATERIALS & SUPPLIES-INS	374.89
						CHECK TOTAL:	374.89
00393111	02/14/18	GST	BUILDING IMPROVEMENTS	4208498675	6230	BUILDING IMPROVEMENTS	31,254.81
						CHECK TOTAL:	31,254.81
00393112	02/14/18	StorageContainer.com	FEBRUARY 2018	4208498675	6230	BUILDING IMPROVEMENTS	71.50
						CHECK TOTAL:	71.50
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	54,363.49
			GRAND TOTAL				54,363.49

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393113	02/15/18	New Dimension General	CONTRACT SERVICES	0106477408	5610	CONTRACT SERVICES	3,283.00
						CHECK TOTAL:	3,283.00
00393114	02/15/18	Office Depot	GENERAL SUPPLIES-NON INSTRUCT	0113457175	4340	GENERAL SUPPLIES-NON INS	49.00
			GENERAL SUPPLIES-NON INSTRUCT	0110397140	4340	GENERAL SUPPLIES-NON INS	18.76
			PRINTERS <\$250 & INK/SUPPLIES	0110397140	4340	GENERAL SUPPLIES-NON INS	10.55
			PRINTERS <\$250 & INK/SUPPLIES	0110397140	4340	GENERAL SUPPLIES-NON INS	7.53
			GENERAL SUPPLIES-NON INSTRUCT	0110397140	4322	PRINTERS <\$250 & INK/SUP	315.57
			PRINTERS <\$250 & INK/SUPPLIES	0110397140	4340	GENERAL SUPPLIES-NON INS	21.54
			PRINTERS <\$250 & INK/SUPPLIES	0108011005	4322	PRINTERS <\$250 & INK/SUP	1,666.08
			GENERAL SUPPLIES-NON INSTRUCT	0104072000	4340	GENERAL SUPPLIES-NON INS	214.64
						CHECK TOTAL:	2,303.67
00393115	02/15/18	Plumfield Academy	JANUARY 2018	0104632210	5875	TUITION	940.80
						CHECK TOTAL:	940.80
00393116	02/15/18	Sparkletts	MISC OUTSIDE VENDOR	0102397400	5860	MISC OUTSIDE VENDOR	258.00
						CHECK TOTAL:	258.00
00393117	02/15/18	Workability I Region 1	TRAVEL & CONFERENCE	0104644575	5220	TRAVEL & CONFERENCE	750.00
						CHECK TOTAL:	750.00
00393118	02/15/18	Bread Artisan Bakery L	FOOD	1302277426	4700	FOOD	122.80
						CHECK TOTAL:	122.80
00393119	02/15/18	Gold Star Foods	FOOD	1302277426	4700	FOOD	304.88
			FOOD	1302277426	4700	FOOD	119.43
			FOOD	1302277426	4700	FOOD	836.00
			FOOD	1302277426	4700	FOOD	188.61
			FOOD	1302277426	4700	FOOD	854.12
			FOOD	1302277426	4700	FOOD	233.73
			FOOD	1302277426	4700	FOOD	587.53
			FOOD	1302277426	4700	FOOD	601.46
			FOOD	1302277426	4700	FOOD	130.15
			FOOD	1302277426	4700	FOOD	27.79
			FOOD	1302277426	4700	FOOD	214.40
			FOOD	1302277426	4700	FOOD	160.26
			FOOD	1302277426	4700	FOOD	117.43
			FOOD	1302277426	4700	FOOD	69.88
			FOOD	1302277426	4700	FOOD	554.38
			FOOD	1302277426	4700	FOOD	460.35
			FOOD	1302277426	4700	FOOD	225.29
			FOOD	1302277426	4700	FOOD	271.24
						CHECK TOTAL:	5,956.93

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393120	02/15/18	Hollandia Dairy Inc	FOOD	1302277426	4700	FOOD	-15.16
			FOOD	1302277426	4700	FOOD	-21.95
			FOOD	1302277426	4700	FOOD	-3.71
			FOOD	1302277426	4700	FOOD	-201.90
			FOOD	1302277426	4700	FOOD	194.70
			FOOD	1302277426	4700	FOOD	83.20
			FOOD	1302277426	4700	FOOD	67.21
			FOOD	1302277426	4700	FOOD	96.43
			FOOD	1302277426	4700	FOOD	115.49
			FOOD	1302277426	4700	FOOD	102.93
			FOOD	1302277426	4700	FOOD	141.96
			FOOD	1302277426	4700	FOOD	102.32
			FOOD	1302277426	4700	FOOD	103.27
			FOOD	1302277426	4700	FOOD	57.67
			FOOD	1302277426	4700	FOOD	45.66
			FOOD	1302277426	4700	FOOD	67.21
			FOOD	1302277426	4700	FOOD	156.77
			FOOD	1302277426	4700	FOOD	118.19
			FOOD	1302277426	4700	FOOD	102.53
			FOOD	1302277426	4700	FOOD	129.59
			FOOD	1302277426	4700	FOOD	113.38
			FOOD	1302277426	4700	FOOD	111.34
			FOOD	1302277426	4700	FOOD	115.29
			FOOD	1302277426	4700	FOOD	102.26
			FOOD	1302277426	4700	FOOD	137.36
			FOOD	1302277426	4700	FOOD	101.23
			FOOD	1302277426	4700	FOOD	128.99
			FOOD	1302277426	4700	FOOD	150.55
			FOOD	1302277426	4700	FOOD	78.33
			FOOD	1302277426	4700	FOOD	51.47
			FOOD	1302277426	4700	FOOD	105.71
			FOOD	1302277426	4700	FOOD	51.47
			FOOD	1302277426	4700	FOOD	190.38
			FOOD	1302277426	4700	FOOD	128.06
CHECK TOTAL:							3,008.23
00393121	02/15/18	Mandarin King	FOOD	1302277426	4700	FOOD	220.00
			FOOD	1302277426	4700	FOOD	220.00
			FOOD	1302277426	4700	FOOD	220.00
			FOOD	1302277426	4700	FOOD	220.00
CHECK TOTAL:							880.00
00393122	02/15/18	P & R Paper Supply Co	GENERAL SUPPLIES--NON INSTRUCT	1302277426	4340	GENERAL SUPPLIES--NON INS	1,373.49

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			GENERAL SUPPLIES-NON INSTRUCT	1302277426	4340	GENERAL SUPPLIES-NON INS	1,984.41
						CHECK TOTAL:	3,357.90
00393123	02/15/18	Quick Dispense Inc.	FOOD	1302277426	4700	FOOD	271.60
						CHECK TOTAL:	271.60
00393124	02/15/18	State of CA Nutrition	FOOD	1302277426	4700	FOOD	629.20
			FOOD	1302277426	4700	FOOD	624.00
						CHECK TOTAL:	1,253.20
00393125	02/15/18	STIX HOLDINGS LLC	FOOD	1302277426	4700	FOOD	165.00
			FOOD	1302277426	4700	FOOD	115.00
			FOOD	1302277426	4700	FOOD	126.50
			FOOD	1302277426	4700	FOOD	165.00
			FOOD	1302277426	4700	FOOD	115.00
						CHECK TOTAL:	686.50
00393126	02/15/18	SUNRISE PRODUCE	FOOD	1302277426	4700	FOOD	70.69
			FOOD	1302277426	4700	FOOD	120.59
			FOOD	1302277426	4700	FOOD	45.25
			FOOD	1302277426	4700	FOOD	30.06
			FOOD	1302277426	4700	FOOD	132.38
			FOOD	1302277426	4700	FOOD	36.50
			FOOD	1302277426	4700	FOOD	95.80
			FOOD	1302277426	4700	FOOD	247.38
			FOOD	1302277426	4700	FOOD	12.64
			FOOD	1302277426	4700	FOOD	143.26
			FOOD	1302277426	4700	FOOD	19.93
			FOOD	1302277426	4700	FOOD	35.18
			FOOD	1302277426	4700	FOOD	162.65
			FOOD	1302277426	4700	FOOD	1.11
			FOOD	1302277426	4700	FOOD	28.02
			FOOD	1302277426	4700	FOOD	44.95
			FOOD	1302277426	4700	FOOD	108.45
			FOOD	1302277426	4700	FOOD	85.80
			FOOD	1302277426	4700	FOOD	31.01
			FOOD	1302277426	4700	FOOD	45.25
			FOOD	1302277426	4700	FOOD	22.95
			FOOD	1302277426	4700	FOOD	2.70
			FOOD	1302277426	4700	FOOD	48.94
			FOOD	1302277426	4700	FOOD	72.91
			FOOD	1302277426	4700	FOOD	81.43
			FOOD	1302277426	4700	FOOD	61.32
			FOOD	1302277426	4700	FOOD	23.25

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	61.59
			FOOD	1302277426	4700	FOOD	2.39
			FOOD	1302277426	4700	FOOD	14.04
			FOOD	1302277426	4700	FOOD	46.50
						CHECK TOTAL:	1,934.92
00393127	02/15/18	Sysco Food Service of	FOOD	1302277426	4700	FOOD	-16.19
			FOOD	1302277426	4700	FOOD	41.75
			FOOD	1302277426	4700	FOOD	685.40
			FOOD	1302277426	4700	FOOD	133.32
			FOOD	1302277426	4700	FOOD	413.19
			FOOD	1302277426	4700	FOOD	760.74
			FOOD	1302277426	4700	FOOD	239.53
			FOOD	1302277426	4700	FOOD	266.22
			FOOD	1302277426	4700	FOOD	63.36
			FOOD	1302277426	4700	FOOD	446.51
			FOOD	1302277426	4700	FOOD	107.59
			FOOD	1302277426	4700	FOOD	65.84
			FOOD	1302277426	4700	FOOD	461.51
			FOOD	1302277426	4700	FOOD	432.48
			FOOD	1302277426	4700	FOOD	-63.36
			FOOD	1302277426	4700	FOOD	557.51
			FOOD	1302277426	4700	FOOD	90.99
			FOOD	1302277426	4700	FOOD	369.71
						CHECK TOTAL:	5,056.10
00393128	02/15/18	US Foodservice Inc.	FOOD	1302277426	4700	FOOD	348.74
			FOOD	1302277426	4700	FOOD	69.28
			FOOD	1302277426	4700	FOOD	263.03
			FOOD	1302277426	4700	FOOD	103.92
			FOOD	1302277426	4700	FOOD	488.47
			FOOD	1302277426	4700	FOOD	166.07
			FOOD	1302277426	4700	FOOD	69.28
			FOOD	1302277426	4700	FOOD	373.90
			FOOD	1302277426	4700	FOOD	69.28
			FOOD	1302277426	4700	FOOD	242.07
			FOOD	1302277426	4700	FOOD	252.66
			FOOD	1302277426	4700	FOOD	30.09
						CHECK TOTAL:	2,476.79
00393129	02/15/18	Z PIZZA INC	FOOD	1302277426	4700	FOOD	144.00
			FOOD	1302277426	4700	FOOD	270.00
			FOOD	1302277426	4700	FOOD	168.00
			FOOD	1302277426	4700	FOOD	100.00

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	252.00
			FOOD	1302277426	4700	FOOD	110.00
			FOOD	1302277426	4700	FOOD	168.00
			FOOD	1302277426	4700	FOOD	266.00
			FOOD	1302277426	4700	FOOD	184.00
						CHECK TOTAL:	1,662.00
00393130	02/15/18	Ruhnau Clarke Architec	ARCHITECTURAL DESIGN FEES	2508498410	6220	ARCHITECTURAL DESIGN FEE	145.00
						CHECK TOTAL:	145.00
00393131	02/15/18	Ruhnau Clarke Architec	SOFT COSTS - OTHER (SPECIFY)	4205498650	6282	SOFT COSTS - OTHER (SPEC	112.46
			SOFT COSTS - OTHER (SPECIFY)	4205498650	6282	SOFT COSTS - OTHER (SPEC	2,025.00
						CHECK TOTAL:	2,137.46
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	36,484.90
			GRAND TOTAL				36,484.90



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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393132	02/16/18	AT&T	JANUARY 2018	0102477409	5920	TELEPHONE SERVICE	30.28
			JANUARY 2018	0105477409	5920	TELEPHONE SERVICE	6.54
			JANUARY 2018	0106477409	5920	TELEPHONE SERVICE	27.62
						CHECK TOTAL:	64.44
00393133	02/16/18	BLICK ART MATERIALS	MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS	5.80
						CHECK TOTAL:	5.80
00393134	02/16/18	Cox Communications	FEBRUARY 2018	0113457175	5940	INTERNET CONNECTIVITY	160.53
						CHECK TOTAL:	160.53
00393135	02/16/18	ELB US INC.	ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE	1,115.00
						CHECK TOTAL:	1,115.00
00393136	02/16/18	HI-TECH Cabling Inc.	CONSULTANTS-COMPUTER SERVICES	0113457175	5832	CONSULTANTS-COMPUTER SER	4,831.21
						CHECK TOTAL:	4,831.21
00393137	02/16/18	Kitchen in the Canyon	MISC OUTSIDE VENDOR	0104644575	5860	MISC OUTSIDE VENDOR	1,800.00
						CHECK TOTAL:	1,800.00
00393138	02/16/18	Maintex	OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	251.47
						CHECK TOTAL:	251.47
00393139	02/16/18	MIKE LAWRENCE CONSULTI	CONSULTANTS-INSTRUCTIONAL	0113015040	5830	CONSULTANTS-INSTRUCTIONA	1,500.00
						CHECK TOTAL:	1,500.00
00393140	02/16/18	NICK RAIL MUSIC	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	37.54
						CHECK TOTAL:	37.54
00393141	02/16/18	OCDE	JANUARY 2018	0104542110	7142	IAA-PAYMENTS TO COUNTY O	8,577.34
						CHECK TOTAL:	8,577.34
00393142	02/16/18	SC Fuels	JANUARY 2018	0102477408	4375	FUEL FOR VEHICLES	395.43
			JANUARY 2018	0107477408	4375	FUEL FOR VEHICLES	42.34
			JANUARY 2018	0105477408	4375	FUEL FOR VEHICLES	229.01
						CHECK TOTAL:	666.78
00393143	02/16/18	Smardan Supply Co	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	212.85
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	19.12
			EQUIPMENT-NEW	0102477408	4410	EQUIPMENT-NEW	345.06
						CHECK TOTAL:	577.03
00393144	02/16/18	U.S. Bank National Ass	MISC OUTSIDE VENDOR	0102397406	5860	MISC OUTSIDE VENDOR	540.00
			MISC OUTSIDE VENDOR	0105015590	5860	MISC OUTSIDE VENDOR	1,104.34



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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	360.00
			SUBSCRIPTIONS	0101377100	4368	SUBSCRIPTIONS	97.00
			ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	1.02
			REFRESHMENTS - NOT FOOD SERV	0107091005	4325	REFRESHMENTS - NOT FOOD	31.90
			GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	33.95
			MISC OUTSIDE VENDOR	0105011012	5860	MISC OUTSIDE VENDOR	132.04
			TRAVEL & CONFERENCE	0105091012	5220	TRAVEL & CONFERENCE	99.00
			MISC REPAIR	0105011012	5690	MISC REPAIR	90.00
			MISC OUTSIDE VENDOR	0104072000	5860	MISC OUTSIDE VENDOR	228.00
			MATERIALS & SUPPLIES-INSTRUCT	0104613150	4310	MATERIALS & SUPPLIES-INS	17.96
			REFRESHMENTS - NOT FOOD SERV	0108091005	4325	REFRESHMENTS - NOT FOOD	7.74
			TRAVEL & CONFERENCE	0110397140	5220	TRAVEL & CONFERENCE	894.21
			TRAVEL & CONFERENCE	0102397406	5220	TRAVEL & CONFERENCE	90.65
			REFRESHMENTS - NOT FOOD SERV	0101377100	4325	REFRESHMENTS - NOT FOOD	240.40
			REFRESHMENTS - NOT FOOD SERV	0102015380	4325	REFRESHMENTS - NOT FOOD	295.17
			REFRESHMENTS - NOT FOOD SERV	0102013045	4325	REFRESHMENTS - NOT FOOD	268.65
			TRAVEL & CONFERENCE	0102015380	5220	TRAVEL & CONFERENCE	1,596.00
			REFRESHMENTS - NOT FOOD SERV	0102015380	4325	REFRESHMENTS - NOT FOOD	216.73
			REFRESHMENTS - NOT FOOD SERV	0109397150	4325	REFRESHMENTS - NOT FOOD	42.05
			OTHER BOOKS	0109397150	4220	OTHER BOOKS	573.88
			TRAVEL & CONFERENCE	0110397140	5220	TRAVEL & CONFERENCE	620.60
			TRAVEL & CONFERENCE	0105015590	5220	TRAVEL & CONFERENCE	6,275.33
			TRAVEL & CONFERENCE	0110397140	5220	TRAVEL & CONFERENCE	1,015.17
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	539.23
						CHECK TOTAL:	15,411.02
00393145	02/16/18	Verizon Wireless LA	JANUARY 2018	0113457175	5930	MOBILE COMMUNICATIONS	2,373.31
						CHECK TOTAL:	2,373.31
00393146	02/16/18	VEX ROBOTICS INC.	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	678.15
						CHECK TOTAL:	678.15
00393147	02/16/18	U.S. Bank National Ass	REFRESHMENTS - NOT FOOD SERV	1119014680	4325	REFRESHMENTS - NOT FOOD	21.98
						CHECK TOTAL:	21.98
00393148	02/16/18	U.S. Bank National Ass	FOOD	1302277426	4700	FOOD	26.77
						CHECK TOTAL:	26.77
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							38,098.37
GRAND TOTAL							38,098.37

SELECT Check ID's and Numbers: 760 ; Check Dates: 022018

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393149	02/20/18	A-Z Office Resource In	MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	319.79
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	-319.79
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	373.78
			PRINTERS <\$250 & INK/SUPPLIES	0107011005	4322	PRINTERS <\$250 & INK/SUP	181.42
						CHECK TOTAL:	555.20
00393150	02/20/18	ANCHOR ELECTRIC	ELECTRICAL REPAIRS	0105477408	5661	ELECTRICAL REPAIRS	338.00
			ELECTRICAL REPAIRS	0102477408	5661	ELECTRICAL REPAIRS	180.00
						CHECK TOTAL:	518.00
00393151	02/20/18	Best Best & Krieger LL	JANUARY 2018	0104072000	5835	LEGAL EXPENSE	4,342.00
						CHECK TOTAL:	4,342.00
00393152	02/20/18	Blue Shield of Califor	FEBRUARY 2018	0102017400	3401	HEALTH & WELFARE, CERTIF	1,025.91
			FEBRUARY 2018	0102397400	3402	HEALTH & WELFARE,CLASSIF	505.30
						CHECK TOTAL:	1,531.21
00393153	02/20/18	Brisker-Vines, Mia	ALL OTHER LOCAL REVENUE	0100000000	8699	ALL OTHER LOCAL REVENUE	38.79
						CHECK TOTAL:	38.79
00393154	02/20/18	CDW GOVERNMENT LLC	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	40.22
						CHECK TOTAL:	40.22
00393155	02/20/18	Crown Concrete Cutting	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	1,100.00
						CHECK TOTAL:	1,100.00
00393156	02/20/18	Diamond Fitness System	MISC REPAIR	0105015040	5690	MISC REPAIR	1,528.58
						CHECK TOTAL:	1,528.58
00393157	02/20/18	Grainger	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	3.80
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	144.14
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	11.41
						CHECK TOTAL:	159.35
00393158	02/20/18	OC School Board Associ	TRAVEL & CONFERENCE	0101377100	5220	TRAVEL & CONFERENCE	140.00
						CHECK TOTAL:	140.00
00393159	02/20/18	Pearson Assessments	TESTS/SCORING	0104613150	4330	TESTS/SCORING	122.06
						CHECK TOTAL:	122.06
00393160	02/20/18	Sigma Aldrich Corp.	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	200.42
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	110.44
						CHECK TOTAL:	310.86

SELECT Check ID's and Numbers: 76@ ; Check Dates: 022018

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393161	02/20/18	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	105.94
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	143.40
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	26.29
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	207.42
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	58.31
			CHECK TOTAL:				541.36
00393162	02/20/18	Ruhnau Clarke Architec	ARCHITECTURAL DESIGN FEES	4205498028	6220	ARCHITECTURAL DESIGN FEE	4,800.00
			ARCHITECTURAL DESIGN FEES	4205498045	6220	ARCHITECTURAL DESIGN FEE	6,000.00
			CONSULTANTS-OTHER	4202478005	5831	CONSULTANTS-OTHER	15,000.00
			CHECK TOTAL:				25,800.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							36,727.63
GRAND TOTAL							36,727.63

SELECT Check ID's and Numbers: 760 ; Check Dates: 022118

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393163	02/21/18	Harbottle Law Group	DECEMBER 2017	0109156100	5835	LEGAL EXPENSE	855.00
			DECEMBER 2017	0109156100	5835	LEGAL EXPENSE	7,018.56
CHECK TOTAL:							7,873.56
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							7,873.56
GRAND TOTAL							7,873.56

SELECT Check ID's and Numbers: 76@ ; Check Dates: 022618

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393164	02/26/18	Academic Therapy Publi	TESTS/SCORING	0104613150	4330	TESTS/SCORING	259.60
						CHECK TOTAL:	259.60
00393165	02/26/18	ALL CITY MANAGEMENT SE	1/14/18 - 1/27/18	0106098040	5860	MISC OUTSIDE VENDOR	644.04
						CHECK TOTAL:	644.04
00393166	02/26/18	AMERICAN LOGISTICS COM	DECEMBER 2017 JANUARY 2018	0104256700	5100	SUBAGREEMENTS FOR SERVIC	27,562.50
				0104256700	5100	SUBAGREEMENTS FOR SERVIC	31,090.00
						CHECK TOTAL:	58,652.50
00393167	02/26/18	AT&T	JANUARY 2018	0107477409	5920	TELEPHONE SERVICE	14.08
						CHECK TOTAL:	14.08
00393168	02/26/18	Bee Eusters Inc.	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	150.00
						CHECK TOTAL:	150.00
00393169	02/26/18	CHUNG, JEREMY	1/25-1/28 -SCSBOA & NAMM CONF	0105015040	5220	TRAVEL & CONFERENCE	318.64
						CHECK TOTAL:	318.64
00393170	02/26/18	COAST TO COAST COMPUTE	PRINTERS <\$250 & INK/SUPPLIES	0105011012	4322	PRINTERS <\$250 & INK/SUP	775.55
						CHECK TOTAL:	775.55
00393171	02/26/18	Corsc, Ian	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	108.75
						CHECK TOTAL:	108.75
00393172	02/26/18	Cortez-Redard, Ivonne	MATERIALS & SUPPLIES-INSTRUCT REFRESHMENTS - NOT FOOD SERV	0102013045	4310	MATERIALS & SUPPLIES-INS	51.64
				0102013045	4325	REFRESHMENTS - NOT FOOD	19.74
						CHECK TOTAL:	71.38
00393173	02/26/18	Coyne & Associates Inc	JANUARY 2018	0104602140	5894	IBI SUPERVISION	5,840.00
						CHECK TOTAL:	5,840.00
00393174	02/26/18	Frontier California In	JANUARY 2018 JANUARY 2018	0107477409	5920	TELEPHONE SERVICE	55.82
				0102477409	5920	TELEPHONE SERVICE	281.89
						CHECK TOTAL:	337.71
00393175	02/26/18	Houghton Mifflin Harco	TESTS/SCORING	0104613150	4330	TESTS/SCORING	157.52
						CHECK TOTAL:	157.52
00393176	02/26/18	Irene White	1/29 - CORONADO HS VISIT	0104072000	5210	MILEAGE REIMBURSEMENT	76.52
						CHECK TOTAL:	76.52
00393177	02/26/18	LBUSD Revolving Cash F	JANUARY 2018-BANK SVC CHRG	0102397400	5820	BANKING SERVICES	16.15
						CHECK TOTAL:	16.15

SELECT Check ID's and Numbers: 760 ; Check Dates: 022618

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393178	02/26/18	Marshall, Liv	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	200.00
						CHECK TOTAL:	200.00
00393179	02/26/18	Marwan & Hanan Saba	2/5 - 2/9	0104632900	5878	PARENT REIMBURSEMENT (LE	1,625.00
			2/12 - 2/16	0104632900	5878	PARENT REIMBURSEMENT (LE	1,625.00
						CHECK TOTAL:	3,250.00
00393180	02/26/18	New Haven Youth & Fami	JANUARY 2018	0104132750	5889	OTHER THERAPY	3,903.23
						CHECK TOTAL:	3,903.23
00393181	02/26/18	OCDE	12/5 & 3/2 - MTSS	0102015380	5220	TRAVEL & CONFERENCE	4,485.00
						CHECK TOTAL:	4,485.00
00393182	02/26/18	Pearson Assessments	TESTS/SCORING	0102014011	4330	TESTS/SCORING	2,985.00
						CHECK TOTAL:	2,985.00
00393183	02/26/18	Ralphs Grocery Company	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	91.76
						CHECK TOTAL:	91.76
00393184	02/26/18	REAL INSPIRATIONS INC.	CONSULTANTS-OTHER	0106011008	5831	CONSULTANTS-OTHER	500.00
						CHECK TOTAL:	500.00
00393185	02/26/18	Richard Selin	12/9 - 12/11-STEAM SYMP	0102015380	5220	TRAVEL & CONFERENCE	90.97
						CHECK TOTAL:	90.97
00393186	02/26/18	School Services of CA	1/17- GOVERNOR'S WORKSHOP	0101377130	5220	TRAVEL & CONFERENCE	1,075.00
						CHECK TOTAL:	1,075.00
00393187	02/26/18	State of CA/Department	JANUARY 2018	0110397140	5845	FINGER PRINTING	1,178.00
						CHECK TOTAL:	1,178.00
00393188	02/26/18	Tangible Play Inc.	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	2,640.94
						CHECK TOTAL:	2,640.94
00393189	02/26/18	Total Safety Solutions	CONSULTANTS-OTHER	0106011008	5831	CONSULTANTS-OTHER	1,900.00
						CHECK TOTAL:	1,900.00
00393190	02/26/18	Western Psychological	TESTS/SCORING	0104613150	4330	TESTS/SCORING	342.54
						CHECK TOTAL:	342.54
00393191	02/26/18	Pearson	MATERIALS & SUPPLIES-INSTRUCT	1119014680	4310	MATERIALS & SUPPLIES-INS	249.92
						CHECK TOTAL:	249.92

SELECT Check ID's and Numbers: 76@ ; Check Dates: 022618

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							90,314.80
GRAND TOTAL							90,314.80

SELECT Check ID's and Numbers: 76@ ; Check Dates: 022718

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393192	02/27/18	Diversified Thermal Se	HVAC	0107477408	5660	HVAC	11,930.00
CHECK TOTAL:							11,930.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							11,930.00
GRAND TOTAL							11,930.00



SELECT Check ID's and Numbers: 76@ ; Check Dates: 022818

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393193	02/28/18	AA Beekeeper	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	250.00
						CHECK TOTAL:	250.00
00393194	02/28/18	Anna Tejchman	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	88.09
						CHECK TOTAL:	88.09
00393195	02/28/18	AR Academics LLC	MISC OUTSIDE VENDOR	0105014730	5860	MISC OUTSIDE VENDOR	4,750.00
						CHECK TOTAL:	4,750.00
00393196	02/28/18	Backseat Driver & Asso	SUBSCRIPTIONS - ONLINE	0109017150	5813	SUBSCRIPTIONS - ONLINE	612.00
						CHECK TOTAL:	612.00
00393197	02/28/18	Calif City School Supe	TRAVEL & CONFERENCE	0101377100	5220	TRAVEL & CONFERENCE	175.00
						CHECK TOTAL:	175.00
00393198	02/28/18	City of Laguna Beach	POOL COSTS	0105477408	5580	POOL COSTS	12,540.32
						CHECK TOTAL:	12,540.32
00393199	02/28/18	COAST TO COAST COMPUTE	PRINTERS <\$250 & INK/SUPPLIES	0105011012	4322	PRINTERS <\$250 & INK/SUP	683.14
						CHECK TOTAL:	683.14
00393200	02/28/18	de Encio, Drew	MILEAGE 10/20 - 2/14	0113457175	5210	MILEAGE REIMBURSEMENT	82.33
						CHECK TOTAL:	82.33
00393201	02/28/18	HIDDIESON LISTENING LA	JANUARY 2018	0104632900	5889	OTHER THERAPY	1,200.00
			JANUARY 2018	0104632900	5889	OTHER THERAPY	787.50
						CHECK TOTAL:	1,987.50
00393202	02/28/18	Hunnicutt, Dawn	GENERAL SUPPLIES-NON INSTRUCT	0105095060	4340	GENERAL SUPPLIES-NON INS	96.95
			MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	320.04
						CHECK TOTAL:	416.99
00393203	02/28/18	Lara Greco-Ohana	EQUIPMENT-NEW	0105015040	4410	EQUIPMENT-NEW	636.67
						CHECK TOTAL:	636.67
00393204	02/28/18	OC SILC INC.	JANUARY 2018	0104632900	5889	OTHER THERAPY	285.00
						CHECK TOTAL:	285.00
00393205	02/28/18	PAPER RECYCLING AND SH	OTHER MAINTENANCE SERVICES	0101377100	5692	OTHER MAINTENANCE SERVIC	50.00
						CHECK TOTAL:	50.00
00393206	02/28/18	Pearson Assessments	TESTS/SCORING	0104613150	4330	TESTS/SCORING	153.42
						CHECK TOTAL:	153.42

SELECT Check ID's and Numbers: 760 ; Check Dates: 022818

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393207	02/28/18	Practi-Cal Inc.	CONSULTANTS-OTHER	0104292600	5831	CONSULTANTS-OTHER	300.00
						CHECK TOTAL:	300.00
00393208	02/28/18	Rancho Las Lomas Wildl	1/30 - 3RD GRADE	0107015600	5860	MISC OUTSIDE VENDOR	820.00
						CHECK TOTAL:	820.00
00393209	02/28/18	Roger Dunn Golf	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	850.12
						CHECK TOTAL:	850.12
00393210	02/28/18	Shay, Brian	CONSULTANTS-INSTRUCTIONAL	0102015380	5830	CONSULTANTS-INSTRUCTIONA	3,171.20
						CHECK TOTAL:	3,171.20
00393211	02/28/18	Theatrical Rights Worl	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	300.00
						CHECK TOTAL:	300.00
00393212	02/28/18	UNIVERSAL AWARDS PROGR	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	107.50
						CHECK TOTAL:	107.50
00393213	02/28/18	WESTERN YOUTH SERVICES	JANUARY 2018	0104132980	5889	OTHER THERAPY	420.00
						CHECK TOTAL:	420.00
00393214	02/28/18	American Modular Syste	BUILDING IMPROVEMENTS	4208498675	6230	BUILDING IMPROVEMENTS	91,372.34
						CHECK TOTAL:	91,372.34
00393215	02/28/18	JL Surveying	SOFT COSTS - OTHER (SPECIFY)	4205498650	6282	SOFT COSTS - OTHER (SPEC	1,680.00
			SOFT COSTS - OTHER (SPECIFY)	4205498650	6282	SOFT COSTS - OTHER (SPEC	1,600.00
						CHECK TOTAL:	3,280.00
00393216	02/28/18	UCMI INC.	BUILDING IMPROVEMENTS	4208498675	6230	BUILDING IMPROVEMENTS	10,440.00
			BUILDING IMPROVEMENTS	4208498675	6230	BUILDING IMPROVEMENTS	6,840.00
						CHECK TOTAL:	17,280.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							140,611.62
GRAND TOTAL							140,611.62

SELECT Check ID's and Numbers: 760 ; Check Dates: 030118

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393217	03/01/18		2017-2018 REGISTRATION / CLASS FEBRUARY 2018	0104632900	5878	PARENT REIMBURSEMENT (LE PARENT REIMBURSEMENT (LE CHECK TOTAL:	1,435.00 2,660.00 4,095.00
00393218	03/01/18		FEBRUARY 2018	0104632900	5878	PARENT REIMBURSEMENT (LE CHECK TOTAL:	3,530.00 3,530.00
00393219	03/01/18	Laguna Graphic Arts In	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	193.95 193.95
00393220	03/01/18	Los Angeles Van Rental	CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE CHECK TOTAL:	697.74 697.74
00393221	03/01/18	Maintex	CUSTODIAL CONSUMABLES(PAPER) OTHER CUSTODIAL SUPPLIES OTHER CUSTODIAL SUPPLIES	0106477409 0108477409 0108477409	4360 4361 4361	CUSTODIAL CONSUMABLES(PA OTHER CUSTODIAL SUPPLIES OTHER CUSTODIAL SUPPLIES CHECK TOTAL:	2,805.49 993.48 465.92 4,264.89
00393222	03/01/18	MAXIM HEALTHCARE SERVI	JANUARY 2018	0104172860	5831	CONSULTANTS-OTHER CHECK TOTAL:	8,327.70 8,327.70
00393223	03/01/18	Painting & Decor Inc.	PAINTING	0102477408	5675	PAINTING CHECK TOTAL:	1,190.00 1,190.00
00393224	03/01/18	Raptor Technologies LL	ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE CHECK TOTAL:	2,700.00 2,700.00
00393225	03/01/18	Santomieri Systems	CONSULTANTS-COMPUTER SERVICES	0113457175	5832	CONSULTANTS-COMPUTER SER CHECK TOTAL:	53.67 53.67
00393226	03/01/18	Seneca Family of Agenc	JANUARY 2018	0104132750	5889	OTHER THERAPY CHECK TOTAL:	4,750.00 4,750.00
00393227	03/01/18		PARENT REIMBURSEMENT (LEGAL)	0104072000	5878	PARENT REIMBURSEMENT (LE CHECK TOTAL:	570.00 570.00
00393228	03/01/18	TEAM PRIDE ATHLETIC AP	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0105315310 0105311075	4310 4310	MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS CHECK TOTAL:	3,713.68 1,278.18 4,991.86
00393229	03/01/18	R. Jensen Company Inc	BUILDING IMPROVEMENTS	4208498675	6230	BUILDING IMPROVEMENTS CHECK TOTAL:	78,411.10 78,411.10

SELECT Check ID's and Numbers: 76@ ; Check Dates: 030118

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							113,775.91
GRAND TOTAL							113,775.91

SELECT Check ID's and Numbers: 760 ; Check Dates: 030218

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393230	03/02/18	Acorn Media	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	144.36
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	563.32
						CHECK TOTAL:	707.68
00393231	03/02/18	American MicroImaging	MISC OUTSIDE VENDOR	0101377100	5860	MISC OUTSIDE VENDOR	4,911.21
			MISC OUTSIDE VENDOR	0101377100	5860	MISC OUTSIDE VENDOR	210.00
						CHECK TOTAL:	5,121.21
00393232	03/02/18	Atkinson Andelson Loya	JANUARY 2018	0102397400	5835	LEGAL EXPENSE	7,463.29
			JANUARY 2018	0110397140	5835	LEGAL EXPENSE	220.50
						CHECK TOTAL:	7,683.79
00393233	03/02/18	Blue Shield of Califor	MARCH 2018	0102397400	3402	HEALTH & WELFARE, CLASSIF	505.30
			MARCH 2018	0102017400	3401	HEALTH & WELFARE, CERTIF	1,025.91
			MARCH 2018	0102017400	3401	HEALTH & WELFARE, CERTIF	164,859.26
			MARCH 2018	0102397400	3402	HEALTH & WELFARE, CLASSIF	81,199.33
						CHECK TOTAL:	247,589.80
00393234	03/02/18	Cox Communications	JANUARY 2018	0113457175	5940	INTERNET CONNECTIVITY	1,925.86
			FEBRUARY 2018	0113457175	5940	INTERNET CONNECTIVITY	101.93
						CHECK TOTAL:	2,027.79
00393235	03/02/18	Five Star Fitness Repa	MISC REPAIR	0105011012	5690	MISC REPAIR	2,207.52
						CHECK TOTAL:	2,207.52
00393236	03/02/18	Follett School Solutio	TEXTBOOKS	0102016300	4100	TEXTBOOKS	3,303.89
						CHECK TOTAL:	3,303.89
00393237	03/02/18	Grainger	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	7.06
						CHECK TOTAL:	7.06
00393238	03/02/18	Kaiser Foundation Heal	MARCH 2018	0102017400	3401	HEALTH & WELFARE, CERTIF	102,533.34
			MARCH 2018	0102397400	3402	HEALTH & WELFARE, CLASSIF	50,501.50
			MARCH 2018	0102017400	3401	HEALTH & WELFARE, CERTIF	1,924.00
			MARCH 2018	0102397400	3402	HEALTH & WELFARE, CLASSIF	947.64
						CHECK TOTAL:	155,906.48
00393239	03/02/18	Pearson Assessments	TESTS/SCORING	0104613150	4330	TESTS/SCORING	107.62
						CHECK TOTAL:	107.62
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							424,662.84
GRAND TOTAL							424,662.84

SELECT Check ID's and Numbers: 760 ; Check Dates: 030518

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393240	03/05/18	ALL CITY MANAGEMENT SE	MISC OUTSIDE VENDOR	0106098040	5860	MISC OUTSIDE VENDOR	644.04
						CHECK TOTAL:	644.04
00393241	03/05/18	Bearcom	GENERAL SUPPLIES-NON INSTRUCT	0106091008	4340	GENERAL SUPPLIES-NON INS	668.94
						CHECK TOTAL:	668.94
00393242	03/05/18	BERTRAND'S HORN IMPROV	MATERIALS & SUPPLIES-INSTRUCT	0102011190	4310	MATERIALS & SUPPLIES-INS	1,932.14
						CHECK TOTAL:	1,932.14
00393243	03/05/18	BrightView Landscape S	LANDSCAPE/IRRIGATION	0102477408	5680	LANDSCAPE/IRRIGATION	6,157.89
			LANDSCAPE/IRRIGATION	0107477408	5680	LANDSCAPE/IRRIGATION	512.61
			LANDSCAPE/IRRIGATION	0107477408	5680	LANDSCAPE/IRRIGATION	550.35
			LANDSCAPE/IRRIGATION	0102477408	5680	LANDSCAPE/IRRIGATION	8,454.39
			FEBRUARY 2018	0105477409	5680	LANDSCAPE/IRRIGATION	5,591.60
			FEBRUARY 2018	0106477409	5680	LANDSCAPE/IRRIGATION	3,081.00
			FEBRUARY 2018	0107477409	5680	LANDSCAPE/IRRIGATION	4,210.70
			FEBRUARY 2018	0102477409	5680	LANDSCAPE/IRRIGATION	616.20
			FEBRUARY 2018	0108477409	5680	LANDSCAPE/IRRIGATION	3,594.50
						CHECK TOTAL:	32,769.24
00393244	03/05/18	Cox Communications	FEBRUARY 2018	0106091008	5860	MISC OUTSIDE VENDOR	11.68
						CHECK TOTAL:	11.68
00393245	03/05/18	Frontier California In	FEBRUARY 2018	0107477409	5920	TELEPHONE SERVICE	64.85
						CHECK TOTAL:	64.85
00393246	03/05/18	Grainger	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	159.83
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	35.60
						CHECK TOTAL:	195.43
00393247	03/05/18	KYA SERVICES LLC	CONTRACT SERVICES	0108477408	5610	CONTRACT SERVICES	656.23
						CHECK TOTAL:	656.23
00393248	03/05/18	Musical Theatre Intern	MATERIALS & SUPPLIES-INSTRUCT	0106315015	4310	MATERIALS & SUPPLIES-INS	440.00
			MATERIALS & SUPPLIES-INSTRUCT	0106315015	4310	MATERIALS & SUPPLIES-INS	300.00
						CHECK TOTAL:	740.00
00393249	03/05/18	Safety 1st Pest Contro	JANUARY 2018	0102477409	5550	PEST CONTROL	50.00
			JANUARY 2018	0105477409	5550	PEST CONTROL	175.00
			PEST CONTROL	0105477409	5550	PEST CONTROL	100.00
			JANUARY 2018	0107477409	5550	PEST CONTROL	125.00
			JANUARY 2018	0108477409	5550	PEST CONTROL	125.00
			JANUARY 2018	0106477409	5550	PEST CONTROL	125.00
						CHECK TOTAL:	700.00

SELECT Check ID's and Numbers: 768 ; Check Dates: 030518

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393250	03/05/18	SimplexGrinnell	MARCH 2018	0102477409	5560	ALARM MONITORING	186.00
			MARCH 2018	0108477409	5560	ALARM MONITORING	272.25
			MARCH 2018	0105477409	5560	ALARM MONITORING	1,485.92
			MARCH 2018	0107477409	5560	ALARM MONITORING	327.25
			MARCH 2018	0105477409	5560	ALARM MONITORING	178.09
			MARCH 2018	0106477409	5560	ALARM MONITORING	482.25
						CHECK TOTAL:	2,931.76
00393251	03/05/18	Southern Calif Gas Co.	FEBRUARY 2018	0107477409	5510	UTILITIES - HEAT	260.73
						CHECK TOTAL:	260.73
00393252	03/05/18	Southern California Ed	FEBRUARY 2018	0108477409	5520	LIGHT & POWER	2,498.64
						CHECK TOTAL:	2,498.64
00393253	03/05/18	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	16.08
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	107.74
						CHECK TOTAL:	123.82
00393254	03/05/18	TYCO INTEGRATED SECURI	3/1/18 - 5/31/18	0102477409	5560	ALARM MONITORING	312.50
			3/1/18 - 5/31/18	0102477409	5560	ALARM MONITORING	250.00
						CHECK TOTAL:	562.50
00393255	03/05/18	MOBILE MODULAR MANAGEM	FEBRUARY 2018	2506498410	5620	RENTAL EXPENSE	586.00
						CHECK TOTAL:	586.00
00393256	03/05/18	Reichel, Casey	FEES MITIGATION/DEVELOPER	2500008410	8681	FEES MITIGATION/DEVELOPE	590.40
						CHECK TOTAL:	590.40
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	45,936.40
			GRAND TOTAL				45,936.40

**Laguna Beach Unified School District**

**13.k. CONSENT/ACTION**

**March 13, 2018**

**Approval:      Ratification of Certificated Payroll 8A in the Amount of \$2,210,013.86  
Ratification of Classified Payroll 8B in the Amount of \$748,256.89  
Ratification of Classified Payroll 8C in the Amount of \$20,297.60**

**Proposal**

Staff proposes the Board of Education ratify the expenditure of funds from the General Fund to cover:

1. Certificated Payroll 8A in the amount of \$2,210,013.86; and,
2. Classified Payroll 8B in the amount of \$748,256.89; and,
3. Certificated Payroll 8C in the amount of \$20,297.60 for the month of February 2018 totaling \$2,978,568.35.

**Background**

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

**Recommended Action**

Staff recommends the Board of Education approve:

1. Certificated Payroll 8A in the amount of \$2,210,013.86; and,
2. Classified Payroll 8B in the amount of \$748,256.89; and,
3. Certificated Payroll 8C in the amount of \$20,297.60 for the month of February 2018 totaling \$2,978,568.35.



**Laguna Beach Unified School District**

**13.I. CONSENT/ACTION**

**March 13, 2018**

**Approval/Ratification: Community Facilities District 98-1 (Crystal Cove) Administrative Expense Fund Disbursements Totaling \$1,290.69**

**Proposal**

Staff proposes 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. The estimated amount for the current outstanding principal is equal to \$8,300,000 which is based on principal paid through September 2017. Staff requests approval of the payment detailed on the Administrative Funds Disbursement list.

**Budget Impact**

The \$1,290.69 payment will be made from the CFD 98-1 Administrative Expense Fund located at U.S. Bank. After the disbursement, the remaining fund balance will be \$51,401.27.

	Payee Name & Address	Purpose	Revenue	Expense	Balance
1	Beginning Balance				\$52,665.10
2	Interest Earned	Nov 2017-Jan 2018	\$26.86		
3	David Taussig & Associates	Inv. 1801077		\$1,290.69	
4	Ending Fund Balance				<b>\$51,401.27</b>

**Recommended Action**

Staff recommends the Board of Education approve/ratify the disbursement as presented.

## **Laguna Beach Unified School District**

**13.m. CONSENT/ ACTION**

**March 13, 2018**

**Approval: Third Renewal Award of Contract for Furniture and Equipment with  
Tangram Interiors through March 25, 2019**

### **Proposal**

Staff recommends the Board of Education authorize the third renewal award of contract for furniture and equipment with Tangram Interiors through March 25, 2019.

### **Background**

The Board of Education approved the initial award of bid on March 24, 2015 to Tangram Interiors for the purchase of furniture and equipment. The bid award provides a manufacture discount of a range of 40% - 60% off current catalogue listed prices. Additionally this bid award allows a discount of 49.16% off future catalogue purchases. The contract may be renewed for an additional one (1) one year periods in accordance with provisions contained in the Education Code, section 17596 (K-12).

### **Budget Impact**

Purchases awarded within the bid are within the approved budget.

### **Recommended Action**

Staff recommends the Board of Education approve the third renewal award of contract for furniture and equipment with Tangram Interiors through March 25, 2019.

## **AGREEMENT**

THIS AGREEMENT, dated the 19th day of March, 2015, in the County of Orange, State of California, is by and between Laguna Beach Unified School District (hereinafter referred to as "District"), and New Tangram, LLC (hereinafter referred to as "Contractor"),

The District and the Contractor, for the consideration stated herein, agree as follows:

1. Contractor agrees to comply with all the terms and conditions set forth in the bid documents, including but not limited to the Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Designation of Subcontractors, Noncollusion Declaration, Worker's Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Tobacco Use Policy, Insurance Certificates and Endorsements, General Conditions, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The bid documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. Contractor shall timely perform within the time required by the District everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. Contractor agrees to maintain in full force and effect a valid and current contractors license as required by law. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.
3. District shall pay to the Contractor, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as agreed to in writing, according to the unit prices identified on the Bid Form Pricing Sheet.
4. Term of Agreement is one (1) year subject to termination as set forth in Section 6 of this Agreement. The Agreement may be extended upon mutual consent of District and Contractor for an additional four (4) one year periods in accordance with provisions contained in the Education Code, section 17596 (K-12). The term of Agreement may not exceed five (5) years.
5. Time is of the essence.
6. The District shall have discretion to terminate this Agreement at any time and require Contractor to cease all work under this Agreement by providing Contractor thirty (30) days prior written notice of termination specifying the desired date of termination. Upon receipt of written notice of such termination, Contractor shall:
  - (i) Cease operations as directed by the District in the notice;
  - (ii) Take any actions necessary, or that District may direct, for the protection

- and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the b i d documents.

In case of such termination for the District's convenience, Contractor shall be entitled to receive payment from the District for furniture and equipment satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

7. The Contractor agrees to and does hereby indemnify and hold harmless the District, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the District.

(b) Any injury to or death of any person(s), or damage, loss or theft of any property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District property, if the liability arose due to the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.

The Contractor, at Contractor's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the District, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Agreement. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the contractor shall forthwith remedy such defect in a manner satisfactory to the District. All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by items satisfactory to the District.

9. While engaged in carrying out and complying with the terms and conditions of this Contract the contractor is an independent contractor, and is not an officer, employee or agent of the District.

10. Contractor shall, at Contractor's sole cost and expense, provide for and maintain in full force and

effect, from the commencement of services until the expiration of this Agreement, a policy or policies of insurance, in connection with the furnishing of materials, articles, or services covered under this Agreement. Contractor agrees to provide an endorsement to this policy(s) stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the District shall be excess and noncontributory." In addition, Contractor agrees to name District, its Governing Board, officers, agents and employees as additional insured under said policy. No later than five (5) calendar days after the execution of this Agreement, Contractor shall provide District with copies of the policy or policies of insurance evidencing all coverage's and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.

**Comprehensive General Liability**

Insurance for injuries including  
accidental death, to any one  
person in an amount not less than  
and

\$ 1,000,000.00

Subject to the same limit for  
each person on account of one  
accident, in an amount not  
less than

\$ 1,000,000.00

Sexual Abuse or Molestation in an  
amount not less than

\$ 1,000,000.00

Broad Form Property Damage  
Insurance in an amount not  
less than

\$ 1,000,000.00

Contractual Liability Insurance  
in an amount not less than

\$ 1,000,000.00

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

\$ 1,000,000.00

Product & Completed Operations  
Liability

\$ 1,000,000.00

Statutory Workers' Compensation  
Insurance in accordance with  
Sections 3700 and 3800 of the Labor  
Code of the State of California

11. If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Joe Lozowski, whose title is President + CEO, is authorized to act for and bind the corporation.

12. The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

13. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the Contractor shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee.

14. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The Contractor shall preserve and make available its records to the District and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the District. The Contractor is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the District.

15. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to District, by personal delivery thereof to District, or by depositing same in United States mail, enclosed in a sealed envelope addressed to District, and sent by registered or certified mail with postage prepaid;
- (2) If notice is given to Contractor, by personal delivery thereof to said Contractor, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.



16. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and bid documents are complementary. Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The Contractor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of the District to insist on the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of the District rights thereafter to enforce strict compliance with any such terms or conditions but the same shall continue in full force and effect.

17. The parties to the Agreement 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, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

18. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District.

19. The laws of the State of California shall govern the terms and conditions of this Agreement with venue in the County of Orange.

20. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

Laguna Beach Unified School District

By: Dean West  
Signature

Dean West  
Print Name

Assistant Superintendent, Business Services  
Title

CONTRACTOR

By: Joe Lozowski  
Signature

Joe Lozowski  
Print Name

President + CEO  
Title

835539  
CONTRACTOR's License No.

37-1428740  
Tax ID No.

(CORPORATE SEAL OF CONTRACTOR,  
if corporation)



## **Laguna Beach Unified School District**

### **14. INFORMATION**

**March 13, 2018**

#### **2018 Summer School Program Update**

##### **Proposal**

Staff proposes the Board of Education approve the dates and budget for the 2018 Summer School Program according to the following schedule:

- Four weeks of classes for students in grades one through eight to be held at Top of the World Elementary School. Classes are from Monday, June 25, 2018 to Friday, July 20, 2018 (no school on July 4<sup>th</sup>)
- Five weeks of classes for high school students to be held at Laguna Beach High School. Classes are from Monday, June 25, 2018 to Friday, July 27, 2018 (no school on July 4<sup>th</sup> holiday)
- Special Education Summer School program for SDC PreK students from Monday, June 25, 2018 to Friday, July 20, 2018 (no school on July 4<sup>th</sup> holiday)
- August Intensive Behavior Instruction (IBI) Maintenance Program from Monday, August 13, 2018 to Thursday, August 23, 2018

##### **Background**

The Laguna Beach Unified School District offers summer school each year to our students as follows:

- Intervention classes for recommended students in grades one through eight
- Credit Recovery classes for grades nine through twelve as needed to meet high school graduation requirements
- Enrichment classes for high school students as follows:
  - Breaker 101/ELD - incoming freshmen transition course
  - Model United Nations (MUN) Bridge Workshop - incoming freshmen who wish to enroll in MUN for 9<sup>th</sup> grade
  - Economics and American Government to allow students to complete these required credits and avoid scheduling conflicts in their senior year
  - “Breaker Advance” will be offered to high school students new to the AP/honors curriculum to give them the necessary skills to be successful in these classes
  - “Bridging Geometry to H/Algebra II” will be offered to high school students as a prep course to cover the Algebra II concepts that were taught in the Accelerated Geometry course.
- Extended school year for special education students in SDC PreK and grades one through twelve as specified in their IEP
- August Intensive Behavior Instruction (IBI) Maintenance opportunity for students in SDC PreK as specified in their IEP

##### **Budget Impact**

Funding for the summer school program is included in the 2017-2018 and 2018-2019 budgets.

##### **Recommended Action**

This update is for information only.

## **Laguna Beach Unified School District**

### **15. ACTION**

**March 13, 2018**

**Approval: Resolution 18-01 School Safety**

#### **Proposal**

School safety and supporting the social and emotional needs of our students is a top priority. To further promote the district's position on school safety, staff proposes the Board of Education adopt Resolution 18-01 in support of school safety.

#### **Background**

A safe school environment ensures the physical and emotional safety of students and staff and also creates the conditions necessary to foster academic achievement. A safe school is one where teaching and learning are foremost; disruptions are minimized; problems with violence, drugs, bullying, and fear are addressed by adults; students are not discriminated against; expectations for behavior are clearly communicated; and consequences for infractions are consistently and fairly applied.

Laguna Beach Unified School District is committed to providing safe schools, raising awareness of social and emotional supports, and addressing the issue of school shootings, through education and support. The district's commitment to social and emotional support for all students includes a multi-tiered approach to define, analyze, implement, and evaluate a students well-being, which includes social, emotional, and behavior support. Additionally, each school involves students in a variety of activities to increase respect for oneself and one another thereby becoming an upstanding student.

#### **Budget Impact**

There is no impact to the General Fund.

#### **Recommended Action**

Staff recommends the Board of Education adopt Resolution 18-01 in Support of School Safety.

## **Laguna Beach Unified School District**

### **Resolution No. 18-01 School Safety**

**WHEREAS**, in its May 2017 study, *Indicators of School Crime and Safety: 2016*, the National Center for Education Statistics found that 21 percent of students aged 12 to 18 said they were bullied at school; and

**WHEREAS**, the study also noted that 4 percent of students had access to a loaded gun without adult permission, either at school or away from school, during the school year; and

**WHEREAS**, the horrific prospect of school shootings made an indelible impression on the national consciousness with the Columbine massacre of 1999; and

**WHEREAS**, American students and staff have experienced school shooting tragedies that have resulted in the loss of hundreds of lives; and

**WHEREAS**, gun violence on school campuses, while relatively rare, represents a particularly egregious and unacceptable threat to the lives of students, teachers and staff across the country; and

**WHEREAS**, the recent shooting at Parkland Florida's Marjory Stoneman Douglas High School took 17 lives and shocked the conscience of the nation; and

**WHEREAS**, gun violence in schools occurs in America with a frequency and a severity that is unparalleled anywhere in the world; and

**WHEREAS**, exposure to trauma can adversely affect a child's health for the rest of their life; and

**WHEREAS**, Laguna Beach Unified School District supports the right of students and staff to attend schools that are safe and free from violence and harassment, especially life-threatening forms of violence; and

**WHEREAS**, all students, regardless of background, deserve access to services that support and enhance their physical, mental and emotional health; and

**WHEREAS**, safe schools provide an environment where teaching and learning can flourish; disruptions are minimized; violence, bullying and fear are absent; students are not discriminated against; expectations for behavior are clearly communicated and standards of behavior are maintained; and consequences for infractions are consistently and fairly applied; and

**WHEREAS**, the most effective approach to creating safe school environments is a comprehensive, coordinated effort including school-wide, districtwide and communitywide strategies supplemented with legislation, resources and support at the state and federal legislation level;

**NOW, THEREFORE BE IT RESOLVED**, that the Laguna Bach Unified School District has completed and holds regular drills as prescribed in both school site and district emergency plans and that said plans involve all school district personnel, law enforcement, fire and medical rescue personnel, emergency management personnel and others essential to preventing, mitigating or resolving any potential crisis.

**BE IT FURTHER RESOLVED**, that the Laguna Bach Unified School District reviews school site discipline rules and procedures to ensure they are appropriately enforced and that student handbooks explaining codes of conduct, unacceptable behavior and disciplinary consequences are given to all students, parents and caregivers.

**BE IT FURTHER RESOLVED**, that Laguna Bach Unified School District will continue to work with a broad spectrum of local community stakeholders, local law enforcement, mental health professionals, parents, students, teachers and staff to take any threats of violence seriously and to develop, implement and monitor policies and programs that foster and support a positive school climate, free from harassment and violence.

**BE IT FURTHER RESOLVED**, that Laguna Bach Unified School District urges the state of California and the United States Congress to invest in wraparound services to prevent bullying, harassment, discrimination and violence in our schools and to provide funding for programs and staff such as counselors, nurses and psychologists, that support students' mental, physical and emotional health.

**BE IT FURTHER RESOLVED**, that Laguna Bach Unified School District asks the United States Congress to pass specific legislation that reduces the risk and severity of gun violence on school campuses and repeals the prohibition against data collection and research on gun violence by the U.S. Center for Disease Control (CDC).

**BE IT FURTHER RESOLVED**, that Laguna Bach Unified School District urges the state of California and the United States Congress to implement commonsense measures that prioritize student safety and environments where all students have the opportunity to learn, grow and thrive.

Adopted this 13<sup>th</sup> day of the month of March 2018. Motion by:

Second by:

Members voting "yes:"

Members voting "no:"

Members abstaining:

Members not present:

## **Laguna Beach Unified School District**

### **16. ACTION**

**March 13, 2018**

**Approval: California School Board Association (CSBA) 2018 Delegate Assembly Election**

#### **Proposal**

Staff proposes the Board of Education vote for up to eight (8) candidates for the 2018 CSBA Region 15 Delegate Assembly.

#### **Background**

California School Boards Association (CSBA), Region 15, is holding elections for the 2018 Delegate Assembly. The Board as a whole votes for up to the number of vacancies in the region. Region 15 has eight vacancies for the 2018 election year. The Board may cast no more than one vote for any one candidate. The Board has received the biographical information on the candidates as provided by CSBA.

The official ballot must be postmarked on or before Thursday, March 15, 2018. All districts and candidates are notified of the results no later than April 1. Delegates serve two-year terms beginning April 1. Delegates meet twice a year to conduct business and may also meet with the other Delegates and the Director within their Region.

The 2018 CSBA Delegate Assembly Nominees are:

Dana Black (Newport-Mesa USD)\*  
Lauren Brooks (Irvine USD)\*  
Lynn Davis (Tustin USD)\*  
Candi Kern (Cypress ESD)\*  
Jackie Filbeck (Anaheim ESD)  
Shari Kowalke (Huntington Beach City SD)  
Charlene J. Metoyer (Newport-Mesa USD)

Kathryn A. Moffat (Orange USD)  
Rosemary Saylor (Huntington Beach City SD)\*  
Michael H. Simons (Huntington Beach Union HSD)\*  
Francine Scinto (Tustin USD)\*  
Sharon Wallin (Irvine USD)\*  
Dennis Walsh (Saddleback Valley USD)

*\*Incumbent*

#### **Recommended Action**

Staff recommends the Board vote for up to eight (8) candidates for the 2018 CSBA Region 15 Delegate Assembly.

**Laguna Beach Unified School District**

**17. ACTION**

**March 13, 2018**

**Approval: Positive Certification of Second Interim Report**

**Proposal**

Staff proposes the Board of Education approve a positive certification of the Second Interim Financial Report for 2017/2018.

**Background**

This positive certification of the Second Interim Report is submitted to the Board for approval pursuant to Education Code Section 42130.

This report certifies that the District will be able to meet its financial obligations for the current fiscal year and subsequent two fiscal years.

**Budget Impact**

Approval of the Second Interim Report by the Board will authorize staff to meet State Education Code requirements, submit the report to the County Office of Education ahead of deadline and update, adjust and account for changes reflected in the Second Interim Report.

**Recommended Action**

Staff recommends the Board of Education approve a positive certification of the Second Interim Financial Report for 2017/2018.

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: \_\_\_\_\_

District Superintendent or Designee

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

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: March 13, 2018

Signed: \_\_\_\_\_

President of the Governing Board

#### CERTIFICATION OF FINANCIAL CONDITION

☒ **POSITIVE CERTIFICATION**

As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

☐ **QUALIFIED CERTIFICATION**

As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

☐ **NEGATIVE CERTIFICATION**

As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Jeff Dixon

Telephone: (949) 497-7700, ext 5222

Title: Asst Superintendent, Business Services

E-mail: jdixon@lbusd.org

### Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.		X

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.		X
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.	X	
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.	X	
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since first interim meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.		X
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since first interim that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since first interim by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?		X
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since first interim by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?	X	



SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2016-17) annual payment?		X
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since first interim in OPEB liabilities?	X	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?	X	
		• If yes, have there been changes since first interim in self-insurance liabilities?	n/a	
S8	Status of Labor Agreements	As of second interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)	X	
		• Classified? (Section S8B, Line 1b)	X	
S8	Labor Agreement Budget Revisions	• Management/supervisor/confidential? (Section S8C, Line 1b)	X	
		For negotiations settled since first interim, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	
S8		• Classified? (Section S8B, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

## **Laguna Beach Unified School District**

### **18. ACTION**

**March 13, 2018**

**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 \$13,000 for Fiscal Year 2018/2019**

#### **Proposal**

Staff proposes 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 2018/2019.

#### **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 2018/2019.

#### **Budget Impact**

There is no impact to the General Fund as the cost of administering the CFD can be included in the fiscal year 2018/2019 special tax levy. The fee for this administrative 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 \$1,000.00.

#### **Recommended Action**

Staff recommends 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 2018/2019.

## **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**

**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, 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 2018/2019 Special Tax Rates:** Based on tax classifications and special tax requirement, compute the fiscal year 2018/2019 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 2018/2019.

### **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 2018/2019 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 2018/2019 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**

<b>Managing Director</b>	<b>\$220/Hour</b>
<b>Vice President</b>	<b>\$215/Hour</b>
<b>Manager</b>	<b>\$190/Hour</b>
<b>Senior Associate</b>	<b>\$170/Hour</b>
<b>Associate</b>	<b>\$155/Hour</b>
<b>Senior Analyst</b>	<b>\$145/Hour</b>
<b>Analyst</b>	<b>\$135/Hour</b>
<b>Research Assistant</b>	<b>\$110/Hour</b>
<b>Tasks 1 – 11</b>	<b>\$12,000.00</b>
<b>Expenses</b>	<b><u>1,000.00</u></b>
<b>TOTAL NOT TO EXCEED</b>	<b>\$13,000.00</b>

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. 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. 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  
SCHOOL DISTRICT  
550 Blumont  
Laguna Beach, CA 92651**

**CONTRACTOR  
David Taussig & Associates, Inc.  
5000 Birch Street, Suite 6000  
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 14th DAY OF MARCH, 2018.

**LAGUNA BEACH UNIFIED SCHOOL DISTRICT    CONTRACTOR**

By: \_\_\_\_\_

Signature

Jeff Dixon

Typed Name

Assistant Superintendent Business Services

Title

By: \_\_\_\_\_

Signature

\_\_\_\_\_

Typed Name

\_\_\_\_\_

Title

\_\_\_\_\_  
Social Security or  
Taxpayer Identification Number

## **EXHIBIT A**

### **MELLO-ROOS SPECIAL TAX ADMINISTRATION SERVICES**

#### **COMMUNITY FACILITIES DISTRICT NO. 98-1 OF THE LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

### **SCOPE OF WORK**

Consultant shall provide financial consulting services to assist the Laguna Beach Unified School District ("Client") in the administration of Client's Community Facilities District (CFD) No. 98-1.

The specific activities and tasks to be performed under this Scope of Work include the following:

#### **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, 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 2018-19 Special Tax Rates:** Based on tax classifications and special tax requirement, compute the fiscal year 2018-19 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 2018-19.

### **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 2018-19 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 agent 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 2018-19 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 all annual disclosure requirements, including those required by the Continuing Disclosure Agreement, CDIAC, and the Mello Roos Act.

<http://localhost/resources/Proposals/ADMIN/CALIF/LBUSD/adm argmt 18-19.doc>

## **EXHIBIT B**

### **MELLO-ROOS SPECIAL TAX ADMINISTRATION SERVICES**

#### **COMMUNITY FACILITIES DISTRICT NO. 98-1 OF THE LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

### **FEE SCHEDULE**

Consultant shall charge the following hourly fees for services related to Tasks 1 through 11:

Managing Director	\$220/Hour
Vice President	\$215/Hour
Manager	\$190/Hour
Senior Associate 2	\$170/Hour
Senior Associate 1	\$155/Hour
Associate 2	\$145/Hour
Associate 1	\$135/Hour
Research Associate 2	\$110/Hour
Research Associate 1	\$100/Hour

Subject to the limitations below, fees related to Tasks 1 through 11 shall not exceed \$12,000 for fiscal year 2018-19.

Monthly progress payments will be made by Client upon presentation of invoice by Consultant providing details of services rendered and expenses incurred. At Client's request services in addition to those identified in the Scope of Work may be provided if the total fee required to complete Tasks 1 through 11 is less than \$12,000. Alternatively, if the Scope of Work can be completed for less than the maximum amount, only the hours actually expended will be billed.

In addition to fees for services, Client will reimburse Consultant for travel, photocopying, database services or materials, facsimile and telephone calls, clerical services, and other out-of-pocket expenses, in an amount not to exceed \$1,000.

### **LIMITATIONS**

If the maximum amount has been exceeded as a result of "extraordinary" consulting services required in connection with Task 8 or 9, such additional services in excess of the maximum shall be billed at the hourly rates listed above. For the purposes of this section, services rendered in connection with Task 8 or 9 which exceed \$1,000 shall be considered extraordinary.

Additional services other than those necessary to amend errors on the part of Consultant in Tasks 1 through 11 are not covered by the maximum fee listed above.

## **Laguna Beach Unified School District**

### **19. ACTION**

**March 13, 2018**

**Approval: Revised Health Clerk Job Description**

#### **Proposal**

Staff recommends that the Board of Education approve revisions to the Health Clerk job description.

#### **Background**

The LBUSD Re-Classification Committee has convened quarterly during this school year to conduct reclassification reviews. This year, the Committee reviewed the job classification for Health Clerks and individual re-classification requests from employees in the CSEA bargaining group, in accordance with the provisions in the collective bargaining agreement. The Committee consists of three representatives from CSEA and three District management representatives. The Committee determined it should review these job classification series to consider whether or not the job descriptions, titles, pay ranges, and organizational structures were clear and comparable to like districts.

At its January 2018 meeting, the Committee reviewed the Health Clerk positions, conducted interviews of individuals holding the position, and reviewed survey results from current Health Clerks. The Committee agreed to make updates and changes to the job description to accurately reflect the duties and requirements of the position.

#### **Budget Impact**

There is no budget impact for this item.

#### **Recommended Action**

Staff recommends that the Board of Education approve revisions to the Health Clerk job description.



**LAGUNA BEACH UNIFIED SCHOOL DISTRICT**  
**Job Description: Health Clerk**

**BASIC FUNCTION:**

Under general supervision of Director, ~~Assessment and Accountability~~ ~~Special Education and Student Services~~ and direction of District Nurse and site administrator(s), to assist in performing a variety of functions pertaining to student health appraisal; to assist in the care of ill or injured students; to administer routine first aid and emergency treatment; ~~implement health and safety systems within the school~~ and to do other related work as required.

**ESSENTIAL DUTIES:**

- Assists with the preparation of a variety of examinations pertaining to the health appraisal of students, including physical, vision, and hearing examinations.
- Records health appraisal history and the results of health appraisal examinations.
- Assists in preparing and distributing reports concerning the findings of health appraisals and in health appraisal follow-up activities.
- Renders first-aid treatment to injured and ill students; ~~performs CPR in emergency situations, as needed~~ and takes AED to site of emergency, ~~as needed~~.
- Sterilizes, disinfects, and bandages minor cuts, abrasions and burns;
- Observes pupils for signs of shock and other emergency situations, and takes appropriate remedial action following a predetermined procedure;
- Takes and records temperatures of ill students and reports the results to health service or administrative personnel as appropriate;
- Supports the implementation of individual student health care plans, ~~including concussion protocols, and distributes to staff as needed~~.
- Provides a quiet, comfortable, and calming atmosphere for students;
- Performs routine evaluations of student illness and injury situations and determines the need for emergency, supervisory, or administrative assistance; ~~May administer following a closely controlled procedure and/or follow up on authorization for give medication prescribed specifically for students by medical authority following a closely controlled procedure~~;
- Under the training and supervision of credentialed health personnel, organizes and administers prescribed medications according to physician instructions and established District procedures as directed; monitors student side effects and notifies parents, appropriate personnel and agencies as required.
- Contacts parents or other responsible persons regarding ill or injured students, and/or medication needs and supplies on hand.
- ~~Records parent and physician medical excuses and informs necessary personnel of limitations;~~
- May assist in cleaning and disinfecting of the student health area;
- ~~Maintains a variety of student records and records pertaining to the health office activities;~~
- Maintains updated immunization records of testing; monitors immunization compliance; maintains list of students with incomplete immunization records; sends follow-up notices to parents.
- ~~Entering health/immunization records;~~
- Monitoring blood sugar and any other procedures necessary for ~~individual~~ students needs;
- ~~Entering health/immunization records;~~
- Creates and disseminates health concern lists to staff as directed by the District Nurse;
- Implements ~~ation of~~ student accident report procedures;
- ~~Inspect and maintain records for AEDs on campus; and maintain records of~~
- ~~Assistance concerning special education and special grant personnel.~~



- Organize student medications and first aid kits for field trips under the supervision of the District Nurse.

#### **OTHER REPRESENTATIVE DUTIES:**

- Attends training and/or Professional Learning Community (PLC) meetings as required to develop and maintain skills;
- Communicates with school and district personnel, faculty, parents, students and various outside agencies to exchange information and resolve issues or concerns;
- Orders health supplies and maintains stock.

#### **QUALIFICATIONS:**

##### **Knowledge of:**

- Principles, methods, and practices of first aid and routine emergency treatment, and CPR, and AEDs;
- Standard policies and procedures pertaining to student health services and school;
- Equipment, supplies, and terminology commonly associated with a student health facility;
- Emergency service agencies within the close proximity of the assigned school site;
- Record management, storage, and retrieval systems and procedures;
- Disaster coordination and supplies;
- Proper precautions for exposure to bloodborne pathogens and bodily fluids.

##### **Ability to:**

- Perform routine first aid and emergency treatment for ill and injured students consistent with District processes and procedures;
- Evaluate student illness or emergency situations and determine an appropriate course of action;
- Establish and maintain a variety of files and records;
- Communicate effectively in oral and written form;
- Input student health data in a timely, accurate and efficient manner;
- Understand and carry out oral and written directions;
- Establish and maintain cooperative working relationships;
- Provide kind and caring service;
- Effectively collaborate with District Nurse on behalf of students;
- Understand medical requirements;
- Shift focus quickly from one task to another.
- Respond to emergency situations and lead staff in first aid response when district nurse is not present.

#### **MINIMUM QUALIFICATIONS:**

##### **Experience:**

Two years of experience performing health-related services, including but not limited to first aid, CPR, AED, and general data entry and record keeping, preferably in a student health facility.

##### **Education:**

Equivalent to completion of the twelfth grade, including or supplemented by coursework in typing, record management, and general office practices.

##### **Certificate Requirements:**

Possession of a valid and current First Aid Certificate issued by the American Red Cross, which includes CPR and AED training. AED certification is desirable, but obtainable upon employment.

**Personal Qualities:**

- 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
- Belief in high standards
- Commitment to professional responsibility
- High intrinsic motivation

**WORKING CONDITIONS:****Environment:**

- Indoor school health office environment.
- Constant interruptions.
- Subject to airborne particles.

**Physical Requirements:**

- Ability to frequently sit; 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 15 pounds, occasionally lift and move up to 25 pounds, and occasionally lift and move up to 50 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.
- ~~• Ability to stand, sit, reach, grasp, stoop, bend, push, pull, kneel, squat, twist, and lift overhead.~~
- ~~• Ability to frequently lift and move up to 15 pounds, occasionally lift and move up to 25 pounds, and occasionally lift and move up to 50 pounds with assistance.~~
- ~~• 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, **medical** 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 monitor student activities.
- Ability to learn the procedures, functions and limitations of assigned duties.

**Hazards:**

- Exposure to bloodborne pathogens and bodily fluids.

## **Laguna Beach Unified School District**

### **20. ACTION**

**March 13, 2018**

**Approval: Approval of the Course of Study for the Laguna Beach Unified District Secondary Schools for the 2018/19 School Year**

#### **Proposal**

Staff proposes the Board of Education approve the Course of Study for the LBUSD Secondary Schools for the 2018-2019 school year.

#### **Background**

The California Education Code requires the Governing Board of each school district to approve annually the curriculum for secondary schools under its jurisdiction. The Course of Study contains a listing of course titles by curricular area, along with an indication of new courses and deleted courses.

LBUSD's Curriculum Council process provides for substantial teacher involvement in the selection of instructional materials and promotes the involvement of parents and other members of the community through department groups and School Site Councils. This process provides preliminary review and approval for new courses and curriculum. The scheduling of courses is dependent on enrollment numbers and teacher credential verification.

The Course of Study, Course Catalogues and High School Graduation Requirements are available on the LBUSD website.

#### **Budget Impact**

There is no budget impact for this item.

#### **Recommended Action**

Staff recommends the Board of Education approve the Course of Study for the LBUSD secondary schools for the 2018-2019 school year.

**Laguna Beach Unified School District**

**High School Course of Study**

**2018-19 School Year**

<b>Course Number</b>	<b>Course Title</b>	<b>Weighted</b>	<b>UC Approved</b>	<b>New 2018-19</b>	<b>Deleted 2018-19</b>
5751	3 Dimensional Design	N	Y		
A1513	Advanced Athletic Conditioning	N	N		
A1514	Advanced Athletic Conditioning	N	N		
A734	Advanced Chemical Research, Honors	Y	Y		
A611	Algebra I	N	Y		
A630	Algebra II	N	Y		
2400	Algebra II Essentials	N	N		
A240	American Government	N	Y		
A726	Anatomy and Physiology	N	Y		
2870	AP Art History	Y	PENDING	X	
A725	AP Biology	Y	Y		
A650	AP Calculus AB	Y	Y		
A651	AP Calculus BC	Y	Y		
2470	AP Computer Science A	Y	PENDING	X	
2472	AP Computer Science Principles	Y	Y		
A332	AP English Language and Comp	Y	Y		
A348	AP English Literature and Comp	Y	Y		
A224	AP European History	Y	Y		
A550	AP French Language and Culture	Y	Y		
A245	AP Government Politics United States	Y	Y		
A246	AP Macroeconomics	Y	Y		
A462	AP Music Theory	Y	Y		
A743	AP Physics 1	Y	Y		
A553	AP Spanish Language	Y	Y		
A557	AP Spanish Literature	Y	Y		
2483	AP Statistics	Y	Y		
A439	AP Studio Art 2-D Design	Y	Y		
A414	AP Studio Art 3-D Design	Y	Y		
A438	AP Studio Art-Drawing	Y	Y		
A231	AP United States History	Y	Y		

**Laguna Beach Unified School District**

**High School Course of Study**

**2018-19 School Year**

<b>Course Number</b>	<b>Course Title</b>	<b>Weighted</b>	<b>UC Approved</b>	<b>New 2018-19</b>	<b>Deleted 2018-19</b>
A440	Art Studio	N	Y		
A116	Baseball	N	N		
A702	Basic Health	N	N		
A110	Basketball Boys	N	N		
A109	Basketball Girls	N	N		
A164	Beach Volleyball Boys	N	N		
A161	Beach Volleyball Girls	N	N		
A720	Biology	N	Y		
A642	Calculus	N	Y		
A043	CCA Off Campus	N	Varies by Class		
A413	Ceramics I	N	Y		
A416	Ceramics II	N	Y		
A026	Cheer Team	N	N		
A730	Chemistry	N	Y		
A450	Chorus	N	Y		
A0221	Credit Recovery	N	N		
A105	Cross Country Boys	N	N		
A108	Cross Country Girls	N	N		
2356	Dance Company	N	Y		
2355	Dance I	N	Y		
5718A	Dance II	N	Y		
5718B	Dance III	N	Y		
A487	Digital Photography	N	Y		
7236	Drama CTE	N	Y		
7237	Drama Productions CTE	N	Y		
A453	Drumline	N	N		
A242	Economics	N	Y		
A320	English 10	N	Y		
A318	English 10 Basic	N	N		
A330	English 11	N	Y		



**Laguna Beach Unified School District**

**High School Course of Study**

**2018-19 School Year**

<b>Course Number</b>	<b>Course Title</b>	<b>Weighted</b>	<b>UC Approved</b>	<b>New 2018-19</b>	<b>Deleted 2018-19</b>
A328	English 11 Basic	N	N		
A340	English 12	N	Y		
A338	English 12 Basic	N	N		
A310	English 9	N	Y		
A316	English 9 Basic	N	N		
A308	English Basic	N	N		
A301	English Language Development	N	Y		
A708	Environmental Science	N	Y		
2798	Financial Literacy	N	PENDING	X	
A1501	Fitness & Wellness Fall Sem	N	N		
A1502	Fitness & Wellness Sp Sem	N	N		
A104	Football	N	N		
A510	French I	N	Y		
A520	French II	N	Y		
A530	French III	N	Y		
A540	French IV	N	Y		
A541	French V	N	Y		
2816	Gallery Display and Exhibition	N	PENDING	X	
A620	Geometry	N	Y		
A620-A	Geometry Accelerated	N	Y		
A618	Geometry Basic	N	N		
A132	Girls Water Polo	N	N		
A215	Global Studies & Skills	N	N		
A212	Global Studies Basic	N	N		
A117	Golf Boys	N	N		
A111	Golf Girls	N	N		
5713	Graphic Design Fundamentals	N	Y		
5769	Graphic Publication	N	Y		
A627	Honors Algebra II non weight	N	Y		
A626	Honors Algebra II	Y	Y		

**Laguna Beach Unified School District**

**High School Course of Study**

**2018-19 School Year**

<b>Course Number</b>	<b>Course Title</b>	<b>Weighted</b>	<b>UC Approved</b>	<b>New 2018-19</b>	<b>Deleted 2018-19</b>
A407	Honors Art Studio	Y	Y		
2898	Honors Art Studio non weight	N	Y		
A731	Honors Chemistry	Y	Y		
A488	Honors Digital Photo	Y	Y		
A322	Honors English 10	Y	Y		
2131	Honors English 10 non weight	N	Y		
2130	Honors English 9 non weight	N	Y		
2223B	Honors Mandarin Chinese IV	Y	PENDING	X	
A514	Honors Spanish II	Y	Y		
2206	Honors Spanish II non weight	N	Y		
A533	Honors Spanish III	Y	Y		
2207	Honors Spanish III non weight	N	Y		
A536	Honors Spanish IV	Y	Y		
2298	Honors Spanish IV non weight	N	Y		
A554	Honors Spanish V	Y	Y		
A700	Human Ecology/Health	N	N		
A603	Integrated Algebra Basic	N	N		
A260	International Relations/Model United Nations	N	Y		
A305	Intervention English	N	N		
A457	Intro Guitar/Ukelele I	N	Y		
A409	Introduction to Art	N	Y		
A716	Introduction to Engineering with Laboratory	N	Y		
A022	IS Credit Recovery	N	N		
A455	Jazz Ensemble	N	Y		
A027	Journalism	N	N		
2570	Lacrosse Boys	N	N		
2571	Lacrosse Girls	N	N		
A711	Life Science	N	N		
2214	Mandarin Chinese I	N	Y		
2215	Mandarin Chinese II	N	Y		



**Laguna Beach Unified School District**

**High School Course of Study**

**2018-19 School Year**

<b>Course Number</b>	<b>Course Title</b>	<b>Weighted</b>	<b>UC Approved</b>	<b>New 2018-19</b>	<b>Deleted 2018-19</b>
2223A	Mandarin Chinese III	N	Y		
A4521	Marching Band	N	N		
A718	Marine Ecology	N	Y		
A306	Modified English	N	N		
A214	Modified Global Studies/Skills	N	N		
A602	Modified Math	N	N		
5622	Multimedia Design	N	Y		
5714	Multimedia Design Advanced CCA	N	N		
5621	Multimedia Production	N	Y		
A042	Off Campus CCA Courses	N	Varies by Class		
2536	Peer Leadership/Peer Assist	N	N		
6001	Peer Tutoring	N	N		
A740	Physics	N	Y		
A186	Soccer Boys	N	N		
A162	Soccer Girls	N	N		
A172	Softball Girls	N	N		
A512	Spanish I	N	Y		
A513	Spanish II	N	Y		
A532	Spanish III	N	Y		
A534	Spanish IV	N	Y		
A535	Spanish V	N	Y		
A636	Statistics	N	Y		
A400	STEM Careers	N	Y		
A463	String Ensemble	N	Y		
6098	Student Lab Assistant	N	N		
A130	Surf Team	N	N		
A170	Swimming Boys	N	N		
A171	Swimming Girls	N	N		
A113	Tennis Boys	N	N		
A166	Tennis Girls	N	N		

**Laguna Beach Unified School District**

**High School Course of Study**

**2018-19 School Year**

<b>Course Number</b>	<b>Course Title</b>	<b>Weighted</b>	<b>UC Approved</b>	<b>New 2018-19</b>	<b>Deleted 2018-19</b>
5743	Theatre II	N	Y		
A112	Track and Field Boys	N	N		
A168	Track Girls	N	N		
A230	United States History	N	Y		
A228	US History Basic	N	N		
A808	Video Production Advanced	N	Y		
2908	Video Production I	N	Y		
A920	Vocational Education	N	N		
A118	Volleyball Boys	N	N		
A165	Volleyball Girls	N	N		
A106	Water Polo Boys	N	N		
A454	Wind Ensemble	N	Y		
A220	World History	N	Y		
A218	World History/Basic	N	N		
2572	Wrestling-Coed	N	N		
A0013	Directed Study- RSP	N	N		
A417	<del>3D Design Advanced Ceramics</del>	N	N		x
A640	<del>Pre-Calculus-</del>	N	N		x
A033	<del>Support/Algebra II</del>	N	N		x
A034	<del>Support/Algebra I</del>	N	N		x
A035	<del>Support/English 9</del>	N	N		x
A036	<del>Support/English 10</del>	N	N		x
A037	<del>Support/English 11</del>	N	N		x
A038	<del>Support/English 12</del>	N	N		x
A040	<del>Support/Geometry</del>	N	N		x

**Laguna Beach Unified School District**

**Middle School Course of Study**

**2018-19 School Year**

Course Number	Course Abbreviation	Course Title	New 2018-19	Deleted 2018-19
B004	OffAide	Office Aide		
B025	IndPE	Independent P. E.		
B031	BasicLang	Basic Language		
B032	ModSci	Modified Science		
B033	ELD	English Language Development		
B038	BasicMath	Basic Math		
B043	ModLang	Modified Language		
B048	ModMath	Modified Math		
B066	Read180	Read 180		
B101	CoedPE6	Coed P. E. 6th grade		
B102	CoedPE7	Coed P. E. 7th grade		
B104	PE/Health8	Coed P. E. 8th grade		
B208	SocStudies6	Social Studies 6th grade		
B214	SocStudies7	Social Studies 7th grade		
B226	SocStudies8	Social Studies 8th grade		
B235	CultureStdy	Culture Studies		
B308	LangArts6	Language Arts 6th grade		
B310	LangArtsGt6	Language Arts GATE 6th grade		
B314	LangArts7	Language Arts 7th grade		
B316	LangArtsGt7	Language Arts GATE 7th grade		
B326	LangArts8	Language Arts 8th grade		
B328	LangArtsGt8	Language Arts GATE 8th grade		
B351	AcadSupp	Academic Support		
B352	Core ACAD	Core Academy		
B402	Leadership	Leadership		
B407	Band8	Band 8th grade		
B408	Yearbk	Yearbook		
B410	Band7	Band 7th grade		
B411	Strings	Strings		
B412	Band6	Band 6th grade		

**Laguna Beach Unified School District**

**Middle School Course of Study**

**2018-19 School Year**

Course Number	Course Abbreviation	Course Title	New 2018-19	Deleted 2018-19
B417	Exploratory	Exploratory Wheel		
B420	CreativeArtsWhl	Creative Arts Wheel		
B425	STEAMTchWhl	STEAM Tech Wheel		
B439	STEAM	STEAM		
B456	Drama/Chorus	Drama and Chorus		
B473	Multimedia	Multimedia		
B477	Coding	Coding		
B482	ArtStudio	Art Studio		
B489	HomeEc	Home Economics		
B510	Span1A	Spanish 1A		
B514	Span1B	Spanish 1B		
B520	ForeignLWhl	Foreign Language Wheel		
B530	French1A	French 1A		
B534	French1B	French 1B		
B540	Mandarin1A	Mandarin 1A		
B541	Mandarin1B	Mandarin 1B		
B624	Algebra	Algebra		
B625	Geom	Geometry		
B650	IntroAlg	Introduction to Algebra		
B651	IntroAlgGT	Introduction to Algebra GATE		
B635	Math6	Math 6th grade		
B636	Math6GT	Math 6th grade GATE		
B637	Math6/7	Math 6/7		
B639	Math7	Math 7th grade		
B640	Math7GT	Math 7th grade GATE		
B641	Math7/8	Math 7/8		
B701	Sci6	Science 6th grade (integrated 17/18)		
B702	Sci7	Science 7th grade (integrated 18/19)		
B703	Sci8	Science 8th grade (integrated 19/20)		

**Laguna Beach Unified School District**

**21. ACTION**

**March 13, 2018**

**Approval: Independent Contractor Agreement with Brian Shay in an Amount Not-to-Exceed \$5,100.00**

**Proposal**

Staff proposes the Board of Education approve an Independent Contractor Agreement for consulting services by Brian Shay. Mr. Shay will conduct Instructional Walks with our mathematics teachers in April 2018.

**Background**

Brian Shay has a Masters Degree in Mathematics and is currently teaching math at San Dieguito Union High School District. He is one of the teachers who brought the CCSS to California and helped write the Mathematics Framework for California. Mr. Shay's expertise in mathematics has provided support and leadership to math teachers focused on Common Core State Standards, mapping standards, creating scope and sequence, task development, assessments, and evaluating instructional materials. He has also created and lead parent information nights in his school district to educate community members about Common Core Math.

Mr. Shay participated in instructional walks with our principals in February. Based on the success of these walks, it was agreed that he will partner with Instructional Services and conduct walks with our mathematics teachers.

**Budget Impact**

The projected cost for this consulting service is not-to-exceed \$5,100.00. This includes three days of consulting at \$1,500.00 per day and an estimated \$200.00 per day in mileage reimbursement.

**Recommended Action**

Staff recommends the Board of Education approve the Independent Contractor Agreement for consulting services by Brian Shay for Instructional Math Walks.

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Laguna Beach Unified School District, hereinafter referred to as "DISTRICT," and **Brian J. Shay**, Address: **5057 35<sup>th</sup> Street, San Diego, CA 92116**, Phone: **619-459-2468**; 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 in support of our Mathematics Program. CONTRACTOR will provide three days of consulting for our LBUSD administrators and teachers at both elementary and secondary levels in mathematical standards and alignment.**
2. Term. CONTRACTOR shall commence providing services under this AGREEMENT upon Board approval and will diligently perform as required **until June 29, 2018.**
3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee **not to exceed \$5,100.00, which includes a \$1,500.00 per day consulting rate and approximately \$200.00 per day mileage expense.** DISTRICT shall pay CONTRACTOR according to the following terms and conditions: **Net 30 days upon invoicing after delivery of each day of service**
4. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.
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  
SCHOOL DISTRICT  
550 Blumont  
Laguna Beach, CA 92651**

**CONTRACTOR  
Brian J. Shay  
Address: 5057 35<sup>th</sup> Street  
San Diego, CA 92116**

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 \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

**LAGUNA BEACH UNIFIED SCHOOL DISTRICT    CONTRACTOR**

By:

By:

Signature

Signature

Jason Vilorio, Ed.D.

Brian J. Shay

Typed Name

Typed Name

LBUSD Superintendent

Contractor

Title

Title

## **Laguna Beach Unified School District**

**22. ACTION**

**March 13, 2018**

**Approval: Update to District Plan for Providing Educational Services for Expelled Students**

### **Proposal**

Staff proposes the Board of Education approve the updated 2018-2021 “Plan for Providing Educational Services to all Expelled Students in Orange County,” which follows the Countywide Expulsion plan developed with the Orange County Superintendent of Schools.

### **Background**

Every three years, school districts must update their district plan that provides education services for all expelled students within the county. All school districts in Orange County have developed their own plan utilizing a model created by the Orange County Superintendent of Schools (Countywide Expulsion Plan).

The Laguna Beach Unified School District has updated its plan, which was first approved by the Board of Trustees in 2006 and last revised in 2015.

### **Budget Impact**

This proposal has no budget impact.

### **Recommended Action**

Staff recommends the Board of Education approve the updated 2018-2021 “Plan for Providing Educational Services to all Expelled Students in Orange County,” which follows the Countywide Expulsion plan developed with the Orange County Department of Education.

# **PLAN FOR PROVIDING EDUCATIONAL SERVICES TO ALL EXPELLED STUDENTS IN ORANGE COUNTY 2018-2021**

## **General Provisions**

As required by Education Code section 48926, the Orange County Superintendent of Schools has developed an expulsion plan in conjunction with the Superintendents of the school districts in Orange County. The plan provides for educational services to all expelled students in the county for school years 2018-19, 2019-20 and 2020-21. The current plan has been adopted by the governing board of each school district in Orange County and the Orange County Board of Education. A student whose behavior has resulted in an expulsion is provided a rehabilitation plan which ensures placement in an educational program. All educational alternatives provided by Orange County school districts are not available to all expelled students. The type of offense, location of offense, grade level and nature of the student's individualized needs all have the potential to affect the educational alternatives available to the student during the period of expulsion. Students expelled for any of the offenses listed in subdivision (a) or (c) of Section 48915 of the California Education Code shall not be permitted to enroll in any district-operated program during the period of expulsion unless it is a community day school (E.C. section 48915.2).

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

## **Educational Alternatives for Expelled Students**

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

1. Expulsion, suspended order, with placement on the same school campus [E.C. section 48917 (a)].
2. Expulsion, suspended order, with placement on a different school campus within the district [E.C. section 48917 (a)].
3. Expulsion with referral to a district community day school program, if available [E.C. section 48660].
4. Expulsion with subsequent transfer to another district.
5. Expulsion with referral to the Orange County Department of Education, Division of Alternative, Community and Correctional Education Schools and Services (ACCESS) [E.C. section 1981].

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

The school district of residence maintains the responsibility for developing a rehabilitation plan for expelled students and referring students to an appropriate educational setting. Expelled students who complete their rehabilitation plan obligations are reviewed by the district for possible return to district of residence programs. Expelled students who fail to meet the

terms and conditions of the district rehabilitation plan for readmission may continue to be referred to an appropriate educational setting within another district alternative program, district community day school program, or the Orange County Department of Education ACCESS program.

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

Charter schools develop their own policies and procedures regarding student expulsion and student dismissal. They are not required to follow Education Code section 48900 et seq. as the basis of their discipline or expulsion policy, although by regulation petitioners must demonstrate familiarity with these provisions. Charter schools have the option to adopt their chartering district's policy and procedures in regard to expulsion.

A student who is expelled from a charter school may return to the school district of residence. As set forth in Education Code section 47605 (d)(3), if a pupil subject to compulsory full-time education pursuant to Education Code section 48200 is expelled or leaves a charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. Once the school district has documentation of the expulsion order, the provisions of Education Code sections 48915.1 and 48915.2 to determine whether or not the pupil may enroll in a district school or must be referred to a county community school or district community day school (EC section 48915.2).

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

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

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

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

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

- Other existing district educational alternatives.
- Orange County Department of Education, ACCESS program or a program operated by the Orange County Department of Education Division of Special Education Services.

### **Special Education Students**

Students eligible under the Individuals with Disabilities Act (IDEA) may be referred to the Orange County Department of Education pursuant to the Individualized Education Program (IEP) process outlined in Education Code section 48915.5 and Orange County Department of Education procedures. Students eligible under Section 504 of the Rehabilitation Act of 1973 may also be referred to the Orange County Department of Education program in accordance with Section 504 procedures.

School districts must take into consideration the contents of the student's IEP when making placement recommendations. Any change in placement requires the school district to convene an IEP meeting. The IEP team identifies a special education program and related services appropriate for the student. Placement options may include district, special education local plan area (SELPA), or county-operated programs.

- If the district refers the expelled student to the Orange County Department of Education, the district shall convene an IEP meeting prior to the referral to jointly identify an appropriate special education program and related services. A representative from the Orange County Department of Education shall participate in the IEP meeting. The district or Orange County Department of Education, as identified in the SELPA Plan, will provide special education services in accordance with the student's IEP.
- When the IEP cannot be implemented within the Orange County Department of Education, the district of residence is responsible for providing a Free and Appropriate Public Education (FAPE) within the continuum of program options identified in its SELPA plan.
- The Orange County Department of Education also provides an interim alternative educational setting while school districts search for permanent placements for students eligible under the IDEA (not excluding county options). [34 C.F.R. section 300.530(g)]

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

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

The Orange County Department of Education is committed to providing a spectrum of educational options for students expelled from Orange County school districts. Educational options are provided through the Division of Alternative Education, known as Alternative, Community, and Correctional Education Schools and Services (ACCESS), a Western Association of Schools and Colleges-accredited (WASC) program, and the Division of Special Education Services. The Orange County Department of Education's mission is to ensure that all students are equipped with the competencies they need to thrive in the 21st Century. In addition, ACCESS's mission is to care for, teach, and inspire all students to discover their potential, develop their character, and maximize their learning so they may become successful contributors to society.

The policy of each individual school district affects how the Orange County Department of Education will meet the needs of that particular school district. Some districts use the Orange County Department of Education programs as educational options for those students expelled under Education Code section 48900. The Orange County Department of Education also works with Orange County school districts to provide information and data in support of local control accountability plan goals and priorities, including but not limited to pupil engagement, school climate and pupil outcomes.

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

The ACCESS program provides options for expelled youth at over 45 sites contained within 6 Administrative Units located throughout the county. Regional options may include:

- Classroom instruction serving grades 9-12, delivered daily for 240-270 minutes aligned with the State Frameworks/Standards.
- Classroom instruction serving grades 6-8, delivered daily for 240-270 minutes aligned with the State Frameworks/Standards.



- Contracted learning/independent study programs for students who elect, with parent/teacher approval, not to participate in daily classroom instructional programs. These contracted learning/independent study programs require students to complete a minimum of 20 hours per week of educational product.
- Parent directed home instruction independent study programs through the Community Home Education Program (CHEP) serving students in transitional kindergarten (TK) through grade 8 and Pacific Coast High School, a University of California (UC) approved and National Collegiate Athletic Association-accredited program serving students in grades 9-12.

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

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

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

An Individual Learning Plan (ILP) will be developed for expelled students referred to ACCESS. Part of this plan includes a goal of assisting the student with meeting the requirements stated in the district rehabilitation plan to facilitate returning the student to the school district of residence at completion of the district expulsion. A Supplemental Referral Form and a Return to District Form were developed with the support of District Student Services Administrator's feedback in order to improve communication. Districts will use the "Supplemental Referral Form" to highlight unique needs of student, interventions in place, and rehabilitation plan for student. When returning to the district of residence, ACCESS will use the Return to District form to communicate student progress on the district rehabilitation plan as well as share important contact information in the case that questions may arise.

### **ACCESS Administrative Units (AU)**

<b><u>Administrative Units</u></b>	<b><u>Address</u></b>	<b><u>Phone</u></b>	<b><u>Contact Person</u></b>
<b>AU 101-North</b>	505 N. Euclid Street Suite 500 Anaheim, CA 92801	(714) 245-6795 Fax: (714) 781-5891	Ken Ko
<b><u>Administrative Units (AU)</u></b>	<b><u>Address</u></b>	<b><u>Phone</u></b>	<b><u>Contact Person</u></b>
<b>AU 103 Southeast</b>	621 W. 1st Street Tustin, CA 92780	(714) 245-6680 (714) 731-7269 fax	Chris Alfieri
<b>AU 103-Southeast South County Enrollment Office</b>	23436 Madero Suite 100B Mission Viejo, CA 92691	(949) 425-2170 (949) 707-0569 fax	Chris Alfieri
<b>AU 104 Garden Grove</b>	12822 Garden Grove Blvd. Suite D Garden Grove, CA 92843	(714) 245-6450 (714) 796-8817 fax	Talisa Sullivan
<b>AU 108 Pacific Coast High School</b>	14262 Franklin Ave. Suite 100 Tustin, CA 92780	(714) 245-6500 (714) 508-0215 fax	Machele Kilgore

<b>AU 109 CHEP</b>	11095 Knott Ave. Suite L Cypress, CA 90630	(714) 327-1000 (714) 327-1030 fax	Jane Doney
<b>AU 114 Harbor Learning Center / Fountain Valley</b>	15872 S. Harbor Blvd. Building C Fountain Valley, CA 92708	(714) 245-6440 (714) 418-1914 fax	Vern Burton

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

### **ACCESS Support Services**

<b>Special Education And Student Services</b>	1715 E. Wilshire Ave. Suite 708 Santa Ana, CA 92705	(714) 547-7931 (714) 796-8811 fax	Lynn Garrett
<b>Title I</b>	1735 E. Wilshire Ave. Suites 801 & 802 Santa Ana, CA 92705	(714) 836-0301 (714) 836-1920 fax	Lisa Lanier
<b>Assessment Center</b>	1715 E. Wilshire Ave. Suite 706 Santa Ana, CA 92705	(714) 835-2776 (714) 835-3861 fax	Jane Doney
<b>Attendance and Records</b>	1669 E. Wilshire Ave. Suite 601 Santa Ana, CA 92705	(714) 547-9972 (714) 547-2344 fax	Sharon Lakin
<b>Educational Programs and Services</b>	1715 E. Wilshire Ave. Suite 702 Santa Ana, CA 92705	(714) 647-2593 (714) 543-8962 fax	Katy Ramezani
<b>Curriculum and Instructional Support Services</b>	1735 E. Wilshire Ave. Suite 806 Santa Ana, CA 92705	(714) 558-3380 (714) 558-8245 fax	Rick Martin

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

Previously identified gaps have been examined and considerable improvement has been made through a collaborative process between the 27 Orange County School Districts and the Orange County Department of Education. The 27 School Districts in Orange County and the Orange County Department of Education have committed themselves to an ongoing process to resolve the remaining identified gaps.

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

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

#### **Progress from 2015**



A common practice for students expelled in grades K-5 is for the school district to suspend the expulsion order and refer the student to another school within the district. School districts also may collaborate with each other to facilitate enrollment of an expelled elementary school student into a school in a different school district, when appropriate. School districts continue to have available the option of referring expelled students to Skyview Elementary and Middle School, an Orange County Department of Education ACCESS program serving grades K-8. Skyview is a community elementary/middle school program designed to meet the needs of at-risk children and offers community support programs for both the students and their families.

The low number of elementary students in grades K-5 who need alternative placements due to expulsions continue to make it unfeasible to sustain multiple school sites throughout the county.

### Ongoing Strategies for Addressing This Gap

Students in grades K-5 who are expelled, may be served through the following school district or Orange County Department of Education options:

- Transfers within the home district which may include district community day school.
- Skyview Elementary and Middle School, located in the city of Orange, is operated by the OCDE ACCESS program and serves students in grades K-8. The location of the school site in proximity to the district of residence may pose a challenge to student attendance.
- Students in grade 5, on a case by case basis, may be referred to other ACCESS school sites depending upon class composition at the time of referral.

The Orange County Department of Education continues to review the ongoing need for an elementary level regionalized community school program to serve elementary-aged students who may be expelled from their school district. Over the past five years, the number of expulsions for Orange County students in grades K-6, as reported to DataQuest, are as follows:

Year	K-3	4-6
2012-13	0	16
2013-14	1	21
2014-15	0	7
2015-16	0	7
2016-17	0	10

Orange County school districts continue to support one another and offer alternative placement options whenever possible, taking students who were expelled for non-mandatory expellable offenses especially in larger districts with community day school options or special classrooms on their sites. School districts are also expanding interventions through a Multi-Tiered System of Support framework with evidence based programs such as Positive Behavior Intervention and Supports, Restorative Practice, and Mindfulness Practice and Social and Emotional Learning resulting in reduction of expulsions at the elementary grade level.

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

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

### **Progress from 2015**

The ACCESS program restructured its special education division to include a Director of Special Education as well as several Special Education Administrative Liaisons to facilitate participation in district IEP team meetings when a referral for an expelled student is made. In addition, ACCESS has continued to increase its special education staff including a focus to address the increased mental health issues for students with special needs. ACCESS is able to provide more intensive counseling services provided by licensed mental health professionals who have been trained in Trauma Informed Care and Restorative Practice. Group therapy programs have also been developed to address issues that impact a student's social functioning with in the classroom and community, such as social skills, anger management and various coping skill strategies.

All ACCESS Special Education and Safe Schools clinicians have been provided training in Trauma Focused Therapy. OCDE has also expanded its professional development for special education staff, for example specific training has been provided in the Remedial Reading program, both on line and in hard copy form. The on-going challenge continues to be the difficulty in establishing a regionalized program that can be operated and maintained based on an unpredictable number of student referrals. OCDE Special Schools currently has a dual diagnosis classroom at the Harbor Learning Center site. OCDE had also attempted a SDC program for emotional disturbed students in the past but was not successful due to too few students being enrolled to maintain the program.

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

Orange County School Districts have continued to expand efforts to provide services to students within their attendance area reducing the need for placements in ACCESS. The Orange County School Districts and OCDE will provide ongoing monitoring of the need for additional Special Education services for expelled students. The ACCESS program is prepared to respond to increased demands as conditions warrant in the future.

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

- Continued expansion of programs for emotionally disturbed students is contingent upon location of school sites that can accommodate such programs and sufficient enrollment to maintain such programs. Additional training in various behavior management programs for both general education and special education teachers can support the increased needs of students being enrolled with social/emotional and behavioral needs.

#### *Programs to Expand Continued Services for Special Education Students:*

- Expanding program options for special education students continue to be evaluated through OCDE, Orange County SELPA Directors and Orange County School Districts.

## **Service Gap 3: Rehabilitation Failures**

Students sometimes do not meet the provisions of the expulsion rehabilitation plan and fall behind in their academic studies. In these cases, they are at high risk of not completing their necessary credits and are at a higher risk of dropping out of school.

### **Progress from 2015**

Based on a recent survey of Orange County School Districts, concerns about students failing to satisfy school district rehabilitation plans during the expulsion period were expressed in combination with general concerns with student transition as they reenter the district. Over the past three years, OCDE has continued discussions with the Orange County School Districts to identify systematic approaches to facilitate the regular transfer of the rehabilitation plan upon referral of an expelled student, as well as identify community resources available to support students in meeting their district rehabilitation plan requirements. There continues to be a need to identify the availability of intervention services for students to meet the specific requirements of their rehabilitation plans especially when involving mental health services.

A challenge continues to be communication between the districts and ACCESS in ensuring that the district's rehabilitation plan is completed by the student. Regional Administrative Units help to promote communication between the districts and the county community schools, and ACCESS principals and assistant principals attend county Student Services meetings to

facilitate ongoing communication. In addition, the ACCESS Student Attendance Review Board (SARB) process has been coordinated more efficiently and ACCESS utilizes one of its staff members in truancy court to make sure students attend school and are connected to community resources. In hopes to close this service gap further, Orange County School Districts and ACCESS have implemented the use of a supplemental referral form when students are referred to an ACCESS program. This form includes specific information about a student's needs as well as progress and follow ups needed on ones' rehabilitation plan. When returning to the district, ACCESS staff will use the Student Transition form to communicate information on student's completion of the rehabilitation plan.

#### **Ongoing Strategies for Addressing this Gap**

Districts will be asked to provide ACCESS a copy of the rehabilitation plan when referring an expelled student. ACCESS staff will review the rehabilitation plan with the student and, as appropriate, the student's parents, and will assist the student in completing his/her plan requirements. School staff will continue to monitor student achievement toward rehabilitation plan requirements. For students struggling to meet rehabilitation plan requirements, the student consultation team process could be considered to provide additional support. Continued communication and collaboration with school district personnel will continue to be a priority. Enhanced communication promotes student success and early intervention when students are not meeting the terms of the rehabilitation plan. In addition, communication is vital between the districts and ACCESS regarding the status of students who are returning to the district.

OCDE will continue to explore with districts how to utilize and expand existing collaborations to ensure student success with completion of the rehabilitation plan. This includes the use of community non-profits and private programs to assist in carrying out individual student rehabilitation plans.

### **Service Gap 4: Mental Health Services**

Orange County School Districts are seeing an increased need for mental health services and a shortage of affordable and accessible options for students.

#### **Progress from 2015**

Districts have been able to exercise greater control of their funding to support mental health services under the Local Control Funding Formula and other legislative changes such as Assembly Bill 114, which repealed AB 3632 and allocated funding directly to the school districts. New hire includes additional school counselors, school social workers and licensed Marriage and Family Therapists. Furthermore, many districts have added administrative positions overseeing mental health services and needs of students. Through the adoption of Local Control Accountability Plans, districts have identified long term goals related to hiring additional school counselors, school social workers, nurses and other support personnel to address pupil engagement, school climate and parent involvement, which allows for enhancement of district resources to address mental health issues.

#### **Ongoing Strategies for Addressing this Gap**

The Orange County Department of Education will continue to work to promote school and community partnerships and professional development to address the mental health needs of students. The development of Local Control Accountability Plans gives greater attention to the mental health needs of students and the county office will assist districts as they strive to find ways to address the social emotional needs of their students and support the "whole child." This is one of OCDE's strategic initiatives articulated in its 2014 -2019 Strategic Plan. OCDE is also heading the California SUMS (Scale Up Multi-Tiered System of Support) initiative, providing technical assistance to many Orange County School Districts in the areas of Academic, Behavioral, and Social and Emotional support. OCDE continues to share-out local resources through network meetings and list serves. The ACCESS program will continue to work with districts to identify and assist expelled students who have mental health issues. The Orange County SELPAs, school districts and OCDE continue to assess any gaps resulting from changes in the funding structures to ensure the availability of appropriate mental health services for both general education and special education students expelled from school.

## **Service Gap 5: College Course Preparation Access for County Community Students**

Within the ACCESS program there is option for students to utilize GradPoint, an online course option with “a-g” approved satisfying the subject requirements for admission into the University of California and California State University systems. This addition has resolved the difficulty for some students returning to their district of residence following their expulsion period in regard to completing the required courses prior to graduation.

### **Ongoing Strategies for Addressing this Gap**

ACCESS has implemented an online program that provides “a-g” approved courses as well as credit recovery options and electives, including career technical education. This program began in January 2015 and expanded the options available to expelled students seeking to satisfy the “a-g” requirements or other college-preparatory courses. ACCESS continues to provide professional development to teachers to effectively utilize the new on-line program. In addition, Pacific Coast High School offers a full range of college-preparatory courses satisfying the “a-g” requirements.

## **COUNTYWIDE BEHAVIOR INTERVENTIONS AND BEST PRACTICES TO PREVENT SUSPENSIONS AND EXPULSIONS**

Orange County schools seek to minimize the number of expulsions by establishing prevention and early intervention practices. School districts pursue a variety of strategies in an effort to educate students and establish a safe and caring climate to prevent student misconduct. When warranted, disciplinary measures are implemented consistent with district policies and procedures to ensure fair and consistent disciplinary measures. These efforts will continue to prevent any disproportionate representation of minority students recommended for expulsion.

Expulsions occur when student and campus safety is threatened or when other means of correction have not been successful. Districts engage in a number of preventative and proactive strategies including but not limited to the following:

- Adult Mentoring of Students
- After School Programs
- After-school programs that address specific behavioral issues or expose pupils to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups.
- Alternate Suspension Classrooms (ATS)
- Annual Notice of Parent Rights and Responsibilities
- Anti-bullying Programs
- Any of the alternatives described in Section 48900.6 related to community service.
- Athletic Drug Testing
- Automated Telephone Notifications
- Behavior Skills Group
- Brief Intervention Counseling (Substance Abuse Counseling)
- Character Counts
- Check-in, check-out
- Come Walk In My Shoes (abilities awareness)
- Community Partnerships
- Conferences between school personnel, the pupil’s parent or guardian, and the pupil.
- Conflict Mediators/Conflict Resolution Services
- Crisis Response Network (CRN)

- Enrollment in programs for teaching prosocial behavior or anger management.
- Every 15 Minute Program
- Friday Night Live
- Gang Resistance Intervention Partnership (GRIP)
- Grad Night Activities
- Homework Clubs
- In-school Suspensions
- Juvenile Alcohol and Drug Education (JADE), PRYDE Program, Outreach Concern, Straight Talk, Western Youth Services and Other Community Counseling Partnerships
- Kindness Assemblies
- Link Crew
- Mindfulness practice
- Multi-Tiered System of Support Framework
- Online Classes and Credit Recovery Opportunities
- Parent Meetings and Information Nights
- Peace Week (Anti-bullying week)
- Peer Assistance League (PAL)
- Peer Court
- Police Cadet Programs
- Positive Behavior Intervention and Supports
- Random Acts of Kindness
- Red Ribbon Week
- Referrals for comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program, or a plan adopted pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794(a)).
- Referrals to the school counselor, psychologist, social worker, child welfare attendance personnel, or other school support service personnel for case management and counseling.
- Restorative Practices
- Safety Task Force
- Saturday School
- School Attendance Review Board (SARB)
- School Attendance Review Team (SART)
- School Signs and Notices
- Social Emotional Learning Curriculum
- Student Behavior Contracts
- Student Clubs and Organizations
- Student Safety Plans
- Study teams, guidance teams, resource panel teams, or other intervention-related teams that assess the behavior, and develop and implement individualized plans to address the behavior in partnership with the pupil and his or her parents.
- Text-A-Tip
- TUPE/DATE activities
- Tutoring
- Universal Design for Learning
- Violence Prevention Curricula
- Violence Prevention Education Services
- WEB (Where Everybody Belongs)



<p><b>PLAN FOR PROVIDING EDUCATIONAL SERVICES TO ALL EXPELLED STUDENTS IN LAGUNA BEACH UNIFIED SCHOOL DISTRICT</b></p>
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### **General Provisions**

As required by Education Code 48926, the Orange County Superintendent of Schools has developed an expulsion plan in conjunction with the Superintendents of the school districts in Orange County. The plan provides for educational services to all expelled students in the county for school years 2018-19, 2019-20 and 2020-21. A student whose behavior has resulted in an expulsion is provided a rehabilitation plan which ensures placement in an educational program and establishes the criteria for return to the Laguna Beach Unified School District. All educational alternatives provided by Orange County school districts are not available to all expelled students. The type of offense, location of offense, grade level and nature of the student's individualized needs; all have the potential to affect the educational alternatives available to the student during the period of expulsion. Students expelled for any of the offenses listed in subdivision (a) or (c) of Section 48915 of the California Education Code shall not be permitted to enroll in any district-operated program during the period of expulsion unless it is a community day school (E.C. 48915.2).

As indicated in the Orange County Expulsion plan, the options available to Laguna Beach Unified School District students after an expulsion decision include, but are not limited to the following:

1. Expulsion, suspended order, with placement on the same school campus [E.C. 48917 (a)].
2. Expulsion, suspended order, with placement on a different school campus within the district [E.C.48917 (a)].
4. Expulsion with subsequent transfer to another district.
5. Expulsion with referral to the Orange County Department of Education, Alternative, Community and Correctional Education Schools and Services (ACCESS) (E.C. 1981).

Actual referral to a district alternative suspension/expulsion classroom or county community school is made by the Laguna Beach Unified School District governing board with recommendations from the Laguna Beach Unified School District Administrative Review Board, School Attendance Review Board (SARB), or by another established district referral process as required by statute.

District activities relating to the prevention of expulsions are outlined in the following chart:

**Laguna Beach Unified School District Prevention Activities**

<b>Title of Activity</b>	<b>Description of Activity</b>	<b>Grade Level</b>
Second Step	Universal classroom program	K-5
Collaborative Academic Support Team (CAST) Meetings	Student support PLC teams	K-5
Elementary School Counseling	Group and individual counseling services on campus	K-5
Character Counts	Universal classroom program	K-5
Rachel's Challenge	Universal classroom program	K-5
Peer Assistance Leadership (PAL)	Student Leadership group	K-8
Targeted Assemblies	Bullying Prevention, Friendship, Cultural Awareness	K-12
Behavior Assemblies	Explanation of school rules and policies to students	K-12
Recognition Assemblies	Behavior Reinforcement	K-12
Positive Behavioral Support (PBIS)	Districtwide behavior management program	K-12
Parent Notification and Rights	Start of the year communication regarding policies	K-12
Behavior Contracts and conferences	Conferences	K-12
Conflict Resolution	Offered by school counselors/PALs	K-12
SART/SARB Process	School and District attendance interventions	K-12
Parent Education	Parent education nights and classes	K-12
Awareness events and activities	TUPE, Red Ribbon Week, Anti-Bullying Month	K-12
Botvin's Life Skills	Universal classroom program	4-9
JADE Program	Alcohol and Drug Prevention/Counseling	6-12
WEB and Link Crew	Activities to promote student engagement, belonging, and culture	6-12
Secondary School Counseling	Group and individual counseling services on campus	6-12
Voluntary Drug Testing	Drug testing on campus by CYS	9-12

## **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

### **SUSPENSION AND EXPULSION/DUE PROCESS**

#### **BP 5144.1**

##### **Students**

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

#### **Appropriate Use of Suspension Authority**

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student in grades K-3 may be suspended for disruption or willful defiance, except by a



teacher pursuant to Education Code 48910. (Education Code 48900)

A student in grades 4-12 shall only be suspended for disruption or willful defiance when other means of correction have failed to bring about proper conduct. (Education Code 48900)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

### On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

### Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and

Expulsion: Grades 4-12," the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in a public session.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

#### Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

#### Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall annually present to the Board a report of the outcome data which the district is required to collect pursuant to Education Code 48900.8 and 48916.1, including the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period.

The report shall be disaggregated by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, foster youth, and students with disabilities. The report also shall include information about whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

#### Required Parental Attendance

The Governing Board is committed to providing a safe school environment and setting expectations for appropriate student conduct. The Superintendent or designee may involve parents/guardians in student discipline as necessary to improve a student's behavior and encourage personal responsibility.

When removing a student from class pursuant to Education Code 48910 for committing an act of obscenity, habitual profanity or vulgarity, disruption of school activities, or willful defiance, the teacher of the class may require any parent/guardian who lives with the student to accompany the student for a portion of a school day in the class from which the student has been removed.  
(Education Code 48900.1)

Any teacher requiring parental attendance pursuant to this policy shall apply the policy uniformly to all students within the classroom. (Education Code 48900.1)

District and school-site rules for student discipline shall include procedures for implementing parental attendance requirements. (Education Code 48900.1)

Legal Reference:

EDUCATION CODE

212.5 Sexual harassment

233 Hate violence

1981-1981.5 Enrollment of students in community school

17292.5 Program for expelled students

32261 Interagency School Safety Demonstration Act of 1985

35145 Open board meetings

35146 Closed sessions (regarding suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48645.5 Readmission; contact with juvenile justice system

48660-48666 Community day schools

48853.5 Foster youth

48900-48927 Suspension and expulsion

48950 Speech and other communication

48980 Parental notifications

49073-49079 Privacy of student records

52060-52077 Local control and accountability plan

Date Policy Adopted by the Board: October 27, 2015  
(Replaced BP 5014)

## **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

### **BULLYING**

#### **BP 5131.2**

##### **Students**

The Governing Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No individual or group shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, retaliate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel.

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

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

“Electronic act” means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- A. A message, text, sound, or image.
- B. A post on a social network Internet Web site including, but not limited to:
  - i. Posting to or creating a burn page. “Burn page” means an Internet Web site created for the purpose of having one or more of the effects listed above.
  - ii. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
  - iii. Creating a false profile for the purpose of having one or more of the effects listed above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

An electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

“Reasonable pupil” means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

Strategies for addressing bullying in District schools shall be developed with involvement of key stakeholders, including students, parents/guardians, and staff, and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable district and school plans.

As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.

### Bullying Prevention

To the extent possible, District schools shall focus on the prevention of bullying by establishing clear rules for student conduct and implementing strategies to promote a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying.

As appropriate, the District shall provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

Staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective response.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

### Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness an act of bullying shall immediately intervene to stop the incident when it is safe to do so.

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate.

## Reporting and Filing of Complaints

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee. Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report his/her observation to the principal or a District compliance officer, whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3 - Uniform Complaint Procedures.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

When a report of bullying is submitted, the principal or a District compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

## Investigation and Resolution of Complaints

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3.

If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

## Discipline

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32282 Comprehensive safety plan

32283.5 Bullying; online training

35181 Governing board policy on responsibilities of students

35291-35291.5 Rules

48900-48925 Suspension or expulsion

48985 Translation of notices

52060-52077 Local control and accountability plan

Date Policy Adopted by the Board: August 27, 2013

(Replaced BP 5044)

Date Policy Revised and Approved: January 26, 2016



## **Laguna Beach Unified School District**

### **23. ACTION**

**March 13, 2018**

**Approval: Independent Contractor Agreement with the International Center for Leadership in Education (ICLE) for Consulting Services**

#### **Proposal**

Staff proposes the Board of Education approve an Independent Contractor Agreement with the International Center for Leadership in Education (ICLE). ICLE will provide consulting services to Laguna Beach Unified District schools in support of building effective professional learning communities (PLCs) to promote strong data teams and to work toward common understanding of the PLC process.

#### **Background**

The International Center for Leadership in Education (ICLE), a division of Houghton Mifflin Harcourt, is uniquely qualified to assist Laguna Beach Unified School District with the development and implementation of a district-wide initiative to foster rigorous and relevant learning environments. Since 1991, ICLE has been at the forefront of promoting rigorous and relevant instruction and developing effective instructional leaders. ICLE has produced proven strategies, techniques, and research-based programs that have helped states, districts, and schools drive student achievement through data driven instruction.

The recommended outline for this professional development series encompasses the following three components:

1. Foundations in Leadership for Rigorous Learning Courses  
Full-day, on-site professional learning session with site principals and district leadership. The Foundations in Leadership for Rigorous Learning courses are day-long interactive professional learning sessions for leadership teams. Courses build the capacity of leaders, focusing on a deep understanding of rigorous learning, growing awareness of the need for system-wide change, and using data to generate solutions for areas of concern.
2. Keynote Presentation and Breakout Sessions  
Full-day, on-site keynote presentation and breakout sessions to motivate, inspire and create a sense of urgency with all staff. ICLE keynote speakers build awareness of why, what, where, and how our schools need to and can improve, so that expectations can be elevated for all learners.
3. Personalized Breakout Session and Job-Embedded Coaching  
ICLE consultants will personalize the professional learning experience to create instructional excellence through rigor, relevance, and engagement with individual or small groups of teachers. This job-embedded process provides teachers the support needed to learn new strategies or refresh existing ones, all while engaging in meaningful

dialogue to meet the needs of all learners. ICLE instructional coaches will use their relevant experience and a selection of high-quality resources to best meet the instructional needs of each teacher aligned to their individual goals. During the process, best practices will be introduced and modeled with personalized consultation to ensure teachers can design and implement these strategies in their own instruction.

### **Budget Impact**

The budget impact for this proposal is not to exceed \$19,250.00. The Foundations in Leadership for Rigorous Learning Course will be conducted in Spring 2018. This cost of \$3,850.00 will impact the 2017-18 budget. The additional components of this professional development will be held during August 2018. Therefore, the balance of \$15,400.00 will impact the 2018-19 budget.

### **Recommended Action**

Staff recommends the Board of Education approve the Independent Contractor Agreement with the International Center for Leadership in Education (ICLE) to provide consulting services to Laguna Beach Unified District teachers and leadership team.

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Laguna Beach Unified School District, hereinafter referred to as "DISTRICT," and International Center for Leadership in Education, Address: 5680 Greenwood Plaza Blvd., Suite 550, Greenwood Village, CO 80111, Phone: 909-736-4887; 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 as follows: District will engage ICLE to provide consulting services to Laguna Beach Unified District schools in support of building effective professional learning communities (PLCs). This contract will include a professional development series to include the following three components: Foundations in Leadership for Rigorous Learning Courses; Keynote Presentation and Breakout Sessions; and Personalized Breakout Session and Job-Embedded Coaching.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT upon Board approval and will diligently perform as required **until August 31, 2018**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT **a total fee not to exceed \$19,250**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions: **Net 30 days upon invoicing after delivery of agreed upon 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: **N/A**

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  
SCHOOL DISTRICT  
550 Blumont Street  
Laguna Beach, CA 92651**

**CONTRACTOR  
International Center for Leadership in  
Education  
5680 Greenwood Plaza Blvd., Suite 550  
Greenwood Village, CO 80111**

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 \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

**LAGUNA BEACH UNIFIED SCHOOL DISTRICT    CONTRACTOR**

By: \_\_\_\_\_

Signature

Jason Vilorio, Ed.D. \_\_\_\_\_

Typed Name

Superintendent of Schools \_\_\_\_\_

Title

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Social Security or  
Taxpayer Identification Number



**Laguna Beach Unified School District**

**24. ACTION**

**March 13, 2018**

**Board Policies – First Reading of Board Policies**

**Proposal**

On February 9, 2018, the Board of Education held a special meeting to review and discuss the policies listed below. The Superintendent recommends a first reading by the Board of Education of the same Board policies. The Board may waive a second reading or require an additional reading if necessary. Board policies are brought forward for a first reading by the Board, as described in Board Bylaw 9310.

	<b>Policy/Bylaw</b>	<b>Title</b>	<b>Comment</b>
1.	0100	Philosophy	New Policy. Replace and Delete BP 6003.
2.	0200	Goals for the School District	New Policy. Replace and Delete BP 6004.
3.	3250	Transportation Fees	New Policy.
4.	3555	Nutrition Program	New Policy.
5.	4119.21 4219.21 4319.21	Professional Standards Exhibit 4119.21 Exhibit 4219.21 Exhibit 4319.21	New Policy. Replace and Delete BP 4302.
6.	4127 4227 4327	Temporary Athletic Team Coaches	New Policy.
7.	4140 4240 4340	Bargaining Units	New Policy.
8.	4161 4261 4361	Leaves	New Policy.
9.	4215	Evaluation/Supervision – Classified	New Policy.
10.	4315	Evaluation/Supervision – Administrators	New Policy.
11.	5030	Student Wellness	Update Policy.
12.	5112.5	Open/Closed Campus	New Policy. Replace and Delete BP 5040.

13.	5116	School Attendance Boundaries	New Policy. Replace and Delete BP 6001.
14.	5116.1	Intradistrict Open Enrollment	New Policy. Replace and Delete BP 5036.
15.	5125.1	Release of Directory Information	New Policy.
16.	5126	Awards for Achievement	New Policy.
17,	5127	Graduation Ceremonies and Activities	New Policy.
18.	6142.91	Reading/Language Arts Instruction	New Policy.
19.	6142.92	Mathematics Instruction	New Policy.
20.	6142.93	Science Instruction	New Policy.
21	6142.94	History/Social Science Instruction	New Policy.

**Recommended Action**

Staff recommends the Board review, discuss, and amend policies as needed and move them forward for a second reading and approval.

## **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

### **PHILOSOPHY**

#### **BP 0100**

#### **Philosophy, Goals, Objectives and Comprehensive Plans**

In order to establish and support a guiding vision for the district, the Governing Board shall develop, articulate, and regularly review an overarching set of fundamental principles which describe the district's core beliefs, values, and tenets. The Board and district staff shall incorporate these principles into all programs, activities, and operations of the district.

It is the philosophy of the district that:

1. All students can learn and succeed.
2. Every student should have an opportunity to receive a quality education regardless of their social, cultural, or economic background.
3. Every student in the district has a right to be free from discrimination, harassment, intimidation, and bullying, as prohibited by law or district policy.
4. The future of our nation and community depends on students possessing the skills to be lifelong learners, collaborative and creative problem solvers, and effective, contributing members of a global and technologically advanced society.
5. Highly skilled and dedicated teachers and educational support staff have the capacity to guide students toward individual achievement and growth, and have a direct and powerful influence on student learning and life experiences.
6. A safe, nurturing environment and positive school climate are necessary for learning, academic achievement, and student development.
7. Parents/guardians have a right and an obligation to be engaged in their child's education and to be involved in the intellectual, physical, emotional, and social development and well-being of their child.
8. The needs of the whole child must be addressed, as the ability of children to learn is affected by social, health, and economic conditions and other factors outside the classroom.
9. Early identification of learning and behavioral difficulties and timely and appropriate support and intervention contribute to student success.
10. Students and staff are encouraged and motivated by high expectations and recognition for their accomplishments.
11. School improvement is a dynamic process requiring flexibility and innovation to meet the needs of students in a changing world.

12. Professional development for the Board and district staff is essential for the growth and success of the district and its students.
13. The diversity of the student body and school staff enriches the learning experience, promotes cultural awareness and acceptance, and serves as a model for citizenship in a global society.
14. A common set of norms and protocols is crucial to effective governance.
15. Communication, trust, respect, collaboration, and teamwork strengthen the relationship among Board members and between the Board and Superintendent, and contribute to the effectiveness of the governance team.
16. The community and district are inextricably connected partners, wherein the community's engagement in issues that impact the schools enhances the district's programs and student learning.
17. Two-way communication with all stakeholders is essential for establishing continuity, support, and shared goals both within the district and with the surrounding community.
18. The Board has a responsibility to advocate on behalf all students, keep current on legislative issues affecting education, and build positive relationships with local, state, and federal representatives.

A fiscally sound budget which is reflective of the district's vision is imperative to the financial stability of the district and to the attainment of its goals.

Responsibility for district programs and operations is shared by the entire educational community, with ultimate accountability resting with the Board as the basic embodiment of representative government.

Legal Reference:

EDUCATION CODE

51002 Local development of programs based on stated philosophy and goals

51019 Definition of philosophy

51100-51101 Parental involvement

Date Board Policy Adopted:  
(Replaced BP 6003)

## **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

### **GOALS FOR THE SCHOOL DISTRICT**

#### **BP 0200**

##### **Philosophy, Goals, Objectives and Comprehensive Plans**

As part of the Governing Board's responsibility to set direction for the school district, the Board shall adopt long-term goals focused on the achievement of all district students. The district's goals shall be aligned with the district's vision, mission, philosophy, and priorities.

In developing goals and identifying strategies to achieve those goals, the Board and Superintendent shall solicit input and review from key stakeholders. The Board shall also review and consider quantitative and/or qualitative data, including data disaggregated by student subgroup and school site, to ensure that district goals are aligned with student needs.

Goals shall be established for all students and each numerically significant subgroup as defined in Education Code 52052, which may include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students and shall address each of the state priorities identified in Education Code 52060 and any additional local priorities established by the Board. These goals shall be incorporated into the district's local control and accountability plan (LCAP).

The LCAP shall include a clear description of each goal, one or more of the state or local priorities addressed by the goal, any student subgroup(s) or school site(s) to which the goal is applicable, and expected progress toward meeting the goal for the term of the LCAP and in each year.

Each year the district's update to the LCAP shall review progress toward the goals and describe any changes to the goals.

In addition to the goals identified in the LCAP, and consistent with those goals, the district and each school site may establish goals for inclusion in another district or school plan or for any other purpose. Such goals may address the improvement of governance, leadership, fiscal integrity, facilities, community involvement and collaboration, student wellness and other conditions of children, and/or any other areas of district or school operations. As appropriate, each goal shall include benchmarks or short-term objectives that can be used to determine progress toward meeting the goal.

Legal Reference:

EDUCATION CODE

17002 State School Building Lease-Purchase Law, including definition of good repair

42238.01-42238.07 Local control funding formula

44258.9 County superintendent review of teacher assignment

51002 Local development of programs based on stated philosophy and goals

51020 Definition of goal

51021 Definition of objective

51041 Evaluation of the educational program

51210 Course of study for grades 1-6

51220 Course of study for grades 7-12

52050-52059 Public Schools Accountability Act, especially:

52052 Numerically significant student subgroups

52060-52077 Local control and accountability plan

60119 Sufficiency of textbooks and instructional materials; hearing and resolution

64000-64001 Consolidated application process

UNITED STATES CODE, TITLE 20

6311 State plan

6312 Local educational agency plan

Date Policy Adopted:

(Replaced BP 6004)

## **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

### **TRANSPORTATION FEES**

#### **BP 3250**

##### **Business and Noninstructional Operations**

Because the cost of providing student transportation exceeds funding provided by the state, the Governing Board finds it necessary to charge fees for home-to-school student transportation.

The Superintendent or designee shall annually submit proposed transportation fee schedules for Board approval. Fees shall be determined on the basis of operating costs in accordance with law.

No charge shall be made for any transportation of students whose individualized education program require transportation or whose parents/guardians are determined indigent pursuant to administrative regulations.

#### **Legal Reference:**

##### **EDUCATION CODE**

10913 Fees for uses of school buses for community recreation purposes

35330 Excursions or field trips

39800-39860 Transportation, especially:

39801.5 Transportation fees for adults

39807.5 Payment of transportation cost; amount of payment

39809.5 Excess fees; adjustments

39837 Fees for summer employment transportation

41850 Home-to-school and special education transportation

49557 Applications for free and reduced price meals

49558 Confidentiality of applications and records

56026 Individuals with exceptional needs

##### **CODE OF REGULATIONS, TITLE 5**

350 Fees not permitted

##### **CODE OF FEDERAL REGULATIONS, TITLE 7**

245.8 (a) Nondiscrimination practices for children eligible to receive free and reduced price meals and free milk

Date Board Policy Adopted:

## **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

### **NUTRITION PROGRAM COMPLIANCE**

#### **BP 3555**

##### **Business and Noninstructional Operations**

The Governing Board recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate against him/her on any basis prohibited by law.

#### **Coordinator**

The Board designates the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the district's civil rights coordinator to ensure compliance with the laws governing its nutrition programs and to investigate any related complaints.

The responsibilities of the compliance officer/coordinator include, but are not limited to:

1. Providing the name of the civil rights coordinator, Section 504 coordinator, and Title IX coordinator, if different from the civil rights coordinator, to the California Department of Education and other interested parties
2. Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff

The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.

3. Establishing admission and enrollment procedures that do not restrict enrollment of students on the basis of race, ethnicity, national origin, or disability, including preventing staff from incorrectly denying applications and ensuring that such persons have equal access to all programs
4. Sending a public release announcing the availability of the child nutrition programs and/or changes in the programs to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants
5. Communicating the program's nondiscrimination policy and applicable complaint procedures, as provided in the section "Notifications" below



6. Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency
7. Ensuring that every part of a facility is accessible to and usable by persons with disabilities and that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities
8. Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet
9. Implementing procedures to process and resolve civil rights (discrimination) complaints and program-related complaints, including maintaining a complaint log and working with the appropriate person to resolve any complaint
10. Developing a method, which preferably uses self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants

#### Notifications

The U.S. Department of Agriculture's (USDA) "And Justice for All" civil rights poster or a substitute poster approved by the USDA's Food and Nutrition Service shall be displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.

The coordinator shall notify the public, all program applicants, participants, and potentially eligible persons of their program rights and responsibilities and steps necessary for participation. Applicants, participants, and the public also shall be advised of their right to file a complaint, how to file a complaint, the complaint procedures, and that a complaint may be file anonymously or by a third party.

In addition, all forms of communication available to the public regarding program availability shall contain, in a prominent location, the following statement:

"In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at:

[http:// www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;

fax: (202) 690-7442; or

email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider."

Forms of communication requiring this nondiscrimination statement include, but are not limited to, web sites, public information releases, publications, and posters, but exclude menus. The nondiscrimination statement need not be included on every page of program information on the district's or school's web site, but the statement or a link to the statement shall be included on the homepage of the program information.

A short version of the nondiscrimination statement, stating "This institution is an equal opportunity provider," may be used on pamphlets, brochures, and flyers in the same print size as the rest of the text.

## Complaints

Any complaint concerning the district's nutrition programs shall be investigated using the process identified in AR 1312.3 - Uniform Complaint Procedures.

When a complaint alleging discrimination of the basis of race, color, national origin, sex, age, or disability is unresolved at the district level, the coordinator shall notify the complainant of the option to contact and/or forward their complaint to one of the following agencies:

1. Child Nutrition Program Civil Rights and Program Complaint Coordinator, California Department of Education, Nutrition Services Division, 1430 N Street, Room 4503, Sacramento, CA 95814-2342 or call (916) 323-8531 or (800) 952-5609
2. U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, (866) 632-9992, (800) 877-8339 (Federal Relay Service - English), (800) 845-6136 (Federal Relay Service - Spanish), fax (202) 690-7442, or email [program.intake.usda.gov](mailto:program.intake.usda.gov).

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48985 Notices to parents in language other than English

49060-49079 Student records

49490-49590 Child nutrition programs

PENAL CODE

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 7

210.23 National School Lunch Program, district responsibilities

215.7 Special Milk Program, requirements for participation

215.14 Special Milk Program, nondiscrimination

220.7 School Breakfast Program, requirements for participation

225.3 Summer Food Service Program, administration

225.7 Summer Food Service Program, program monitoring

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:

106.9 Dissemination of policy

Date Board Policy Adopted:

## **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

### **PROFESSIONAL STANDARDS**

#### **BP 4119.21 4219.21 4319.21**

##### **Personnel**

The Governing Board expects district employees to maintain the highest ethical standards, behave professionally, follow district policies and regulations, abide by state and federal laws, and exercise good judgment when interacting with students and other members of the school community. Employees shall engage in conduct that enhances the integrity of the district, advances the goals of the district's educational programs, and contributes to a positive school climate.

Each employee is expected to acquire the knowledge and skills necessary to fulfill their responsibilities and to contribute to the learning and achievement of district students.

##### **Inappropriate Conduct**

Inappropriate employee conduct includes, but is not limited to:

1. Engaging in any conduct that endangers students, staff, or others, including, but not limited to, physical violence, threats of violence, or possession of a firearm or other weapon
2. Engaging in harassing or discriminatory behavior towards students, parents/guardians, staff, or community members, or failing or refusing to intervene when an act of discrimination, harassment, intimidation, or bullying against a student is observed
3. Physically abusing, sexually abusing, neglecting, or otherwise willfully harming or injuring a child
4. Engaging in inappropriate socialization or fraternization with a student or soliciting, encouraging, or maintaining inappropriate electronic communication, written, verbal, or physical relationship with a student
5. Possessing or viewing any pornography on school grounds, or possessing or viewing child pornography or other imagery portraying children in a sexualized manner at any time
6. Using profane, obscene, or abusive language against students, parents/guardians, staff, or community members
7. Willfully disrupting district or school operations by loud or unreasonable noise or other action

8. Using tobacco, alcohol, or an illegal or unauthorized substance, or possessing or distributing any controlled substance, while in the workplace, on district property, or at a school-sponsored activity
9. Being dishonest with students, parents/guardians, staff, or members of the public, including, but not limited to, falsifying information in employment records or other school records
10. Divulging confidential information about students, district employees, or district operations to persons or entities not authorized to receive the information
11. Using district equipment or other district resources for the employee's own commercial purposes or for political activities
12. Using district equipment or communications devices for personal purposes while on duty, except in an emergency, during scheduled work breaks, or for personal necessity

Employees shall be notified that computer files and all electronic communications, including, but not limited to, email and voice mail, are not private. To ensure proper use, the Superintendent or designee may monitor employee usage of district technological resources at any time without the employee's consent.

13. Causing damage to or engaging in theft of property belonging to students, staff, or the district
14. Wearing inappropriate attire

#### Reports of Misconduct

An employee who observes or has evidence of another employee's inappropriate conduct shall immediately report such conduct to the principal or Superintendent or designee. An employee who has knowledge of or suspects child abuse or neglect shall file a report pursuant to the district's child abuse reporting procedures as detailed in AR 5141.4 - Child Abuse Prevention and Reporting.

Any reports of employee misconduct shall be promptly investigated. Any employee who is found to have engaged in inappropriate conduct in violation of law or Board policy shall be subject to disciplinary action and, in the case of a certificated employee, may be subject to a report to the Commission on Teacher Credentialing. The Superintendent or designee shall notify local law enforcement as appropriate.

An employee who has knowledge of but fails to report inappropriate employee conduct may also be subject to discipline.

The district prohibits retaliation against anyone who files a complaint against an employee or reports an employee's inappropriate conduct. Any employee who retaliates against any such complainant, reporter, or other participant in the district's complaint process shall be subject to discipline.

#### Notifications

The section(s) of the district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district websites.

#### Legal Reference:

##### EDUCATION CODE

200-262.4 Prohibition of discrimination

44050 Employee code of conduct; interaction with students

44242.5 Reports and review of alleged misconduct

48980 Parental notifications

##### PENAL CODE

11164-11174.4 Child Abuse and Neglect Reporting Act

##### CODE OF REGULATIONS, TITLE 5

80303 Reports of dismissal, resignation and other terminations for alleged misconduct

80331-80338 Rules of conduct for professional educators

#### Date Board Policy Adopted:

(Replaced BP 4302)

## **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

### **PROFESSIONAL STANDARDS - CERTIFICATED**

#### **E 4119.21**

##### **Personnel**

#### **CODE OF ETHICS OF THE EDUCATION PROFESSION**

##### **Preamble**

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurturing of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents, and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

##### **Principle I. Commitment to the Student**

The educator strives to help each student realize their potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning
2. Shall not unreasonably deny the student access to varying points of view
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety
5. Shall not intentionally expose the student to embarrassment or disparagement
6. Shall not on the basis of race, color, creed, gender, national origin, marital status, political or religious beliefs, family, social, or cultural background, or sexual orientation, unfairly:

- a. Exclude any student from participation in any program
  - b. Deny benefits to any student
  - c. Grant any advantage to any student
7. Shall not use professional relationships with students for private advantage
8. Shall not disclose information in the course of professional service unless disclosure serves a compelling professional purpose or is required by law

#### Principle II. Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions that attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation of the profession, the educator:

1. Shall not in any application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications
2. Shall not misrepresent their professional qualifications
3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position
5. Shall not assist a non-educator in the unauthorized practice of teaching
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law
7. Shall not knowingly make false or malicious statements about a colleague
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action

Source: National Education Association, 1975

Date Exhibit Adopted:



**LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

**PROFESSIONAL STANDARDS - CLASSIFIED**

**E 4219.21**

**Personnel**

**CLASSIFIED EMPLOYEES**

School employees who are in daily contact with many phases of educational work should be persons whose conduct is beyond reproach and who sincerely believe in the advancement of education and the betterment of working conditions; therefore, the California School Employees' Association proposes this Code of Ethics as a standard for its members.

**AS A SCHOOL EMPLOYEE I WILL:**

Be proud of my vocation in order that I may use my best endeavors to elevate the standards of my position so that I may merit a reputation for high quality of service -- to the end that others may emulate my example.

Be a person of integrity, clean speech, desirable personal habits, and physical fitness.

Be just in my criticism and be generous in my praise; to improve and not destroy.

At all times be courteous in my relations with students, parents, teachers and others.

Be a resourceful person who readily adapts himself to different kinds of work and changed conditions and finds better ways to do things.

Conduct myself in a spirit of friendly helpfulness to my fellow employees to the end that I will consider no personal success legitimate or ethical which is secured by taking unfair advantage of another.

Associate myself with employees of other districts for the purpose of discussing school problems and cooperating in the improvement of public school conditions.

Always uphold my obligations as a citizen to my nation, my state, my school district and my community, and give them unswerving loyalty.

Always bear in mind that the purpose of CSEA is to promote the efficiency and raise the standards of all school employees and that I shall be equally obligated to assist all my fellow workers.

**SOURCE: CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION**

**Date Exhibit Adopted:**

## **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

### **PROFESSIONAL STANDARDS - EDUCATIONAL LEADERS**

**E 4319.21**

**Personnel**

#### **CALIFORNIA PROFESSIONAL STANDARDS FOR EDUCATIONAL LEADERS**

**Standards:**

1. **Development and Implementation of a Shared Vision:** Education leaders facilitate the development and implementation of a shared vision of learning and growth of all students.
  - a. **Student-Centered Vision:** Leaders shape a collective vision that uses multiple measures of data and focuses on equitable access, opportunities, and outcomes for all students.
  - b. **Developing Shared Vision:** Leaders engage others in a collaborative process to develop a vision of teaching and learning that is shared and supported by all stakeholders.
  - c. **Vision Planning and Implementation:** Leaders guide and monitor decisions, actions, and outcomes using the shared vision and goals.
2. **Instructional Leadership:** Education leaders shape a collaborative culture of teaching and learning informed by professional standards and focused on student and professional growth.
  - a. **Professional Learning Culture:** Leaders promote a culture in which staff engages in individual and collective professional learning that results in their continuous improvement and high performance.
  - b. **Curriculum and Instruction:** Leaders guide and support the implementation of standards-based curriculum, instruction, and assessments that address student expectations and outcomes.
  - c. **Assessment and Accountability:** Leaders develop and use assessment and accountability systems to monitor, improve, and extend educator practice, program outcomes, and student learning.
3. **Management and Learning Environment:** Education leaders manage the organization to cultivate a safe and productive learning and working environment.
  - a. **Operations and Facilities:** Leaders provide and oversee a functional, safe, and clean learning environment.

- b. **Plans and Procedures:** Leaders establish structures and employ policies and processes that support students to graduate ready for college and career.
  - c. **Climate:** Leaders facilitate safe, fair, and respectful environments that meet the intellectual, linguistic, cultural, social-emotional, and physical needs of each learner.
  - d. **Fiscal and Human Resources:** Leaders align fiscal and human resources and manage policies and contractual agreements that build a productive learning environment.
- 4. **Family and Community Engagement:** Education leaders collaborate with families and other stakeholders to address diverse student and community interests and mobilize community resources.
  - a. **Parent and Family Engagement:** Leaders meaningfully involve all parents and families, including underrepresented communities, in student learning and support programs.
  - b. **Community Partnerships:** Leaders establish community partnerships that promote and support students to meet performance and content expectations and graduate ready for college and career.
  - c. **Community Resources and Services:** Leaders leverage and integrate community resources and services to meet the varied needs of all students.
- 5. **Ethics and Integrity:** Education leaders make decisions, model, and behave in ways that demonstrate professionalism, ethics, integrity, justice, and equity and hold staff to the same standard.
  - a. **Reflective Practice:** Leaders act upon a personal code of ethics that requires continuous reflection and learning.
  - b. **Ethical Decision-Making:** Leaders guide and support personal and collective actions that use relevant evidence and available research to make fair and ethical decisions.
  - c. **Ethical Action:** Leaders recognize and use their professional influence with staff and the community to develop a climate of trust, mutual respect, and honest communication necessary to consistently make fair and equitable decisions on behalf of all students.
- 6. **External Context and Policy:** Education leaders influence political, social, economic, legal, and cultural contexts affecting education to improve education policies and practices.

- a. **Understanding and Communicating Policy:** Leaders actively structure and participate in opportunities that develop greater public understanding of the education policy environment.
- b. **Professional Influence:** Leaders use their understanding of social, cultural, economic, legal, and political contexts to shape policies that lead all students to graduate ready for college and career.
- c. **Policy Engagement:** Leaders engage with policymakers and stakeholders to collaborate on education policies focused on improving education for all students.

Date Exhibit Adopted:

## **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

### **TEMPORARY ATHLETIC TEAM COACHES**

#### **BP 4127/4227/4327**

##### **Personnel**

The Governing Board desires to employ highly qualified coaches for the district's sports and interscholastic athletic programs in order to enhance the knowledge, skills, motivation, and safety of student athletes.

The Superintendent or designee may hire a certificated or non-certificated employee, other than a substitute employee, to supervise or instruct interscholastic athletic activities as a temporary employee in a limited assignment capacity.

When hiring a person to fill a position as a temporary athletic team coach, the position shall first be made available to qualified certificated teachers currently employed by the district.

All coaches shall be subject to Board policies, administrative regulations, and California Interscholastic Federation bylaws and codes of ethical conduct.

Non-certificated coaches shall have no authority to assign grades to students.

##### **Qualifications and Training**

The Superintendent or designee shall establish qualification criteria for all athletic coaches in accordance with law and district standards. These criteria shall ensure that coaches possess an appropriate level of competence, knowledge, and skill.

Any non-certificated employee or volunteer who works with students in a district-sponsored interscholastic athletic program shall, prior to beginning their duties, submit to the Superintendent or designee either an Activity Supervisor Clearance Certificate issued by the Commission on Teacher Credentialing or a Department of Justice and Federal Bureau of Investigation criminal background clearance.

Following the selection of a temporary athletic team coach, the Superintendent or designee shall certify to the Board, at the next regular Board meeting or within 30 days, whichever is sooner, that the coach meets the qualifications and competencies required by 5 CCR 5593. By April 1 of each year, the Board shall certify to the State Board of Education that the provisions of 5 CCR 5593 have been met.

In addition, the Superintendent or designee shall regularly report to the Board regarding the extent to which the district's coaches have completed the trainings required by law, including those required pursuant to Education Code 33479.6 and 49032, and by district policy.

Legal Reference:

EDUCATION CODE

35179-35179.7 Interscholastic athletics

33479-33479.9 The Eric Parades Sudden Cardiac Arrest Prevention Act

44010 Sex offense

44011 Controlled substance offense

44332-44332.5 Temporary certificates

44424 Conviction of a crime

44808 Liability when students are not on school property

44916 Written statement indicating employment status

44919 Classification of temporary employees

45125.01 Interagency agreements for criminal record information

45347 Instructional aides subject to requirements for classified staff

45349 Use of volunteers to supervise or instruct students

49024 Activity Supervisor Clearance Certificate

49030-49034 Performance-enhancing substances

49406 Examination for tuberculosis

CODE OF REGULATIONS, TITLE 5

5531 Supervision of extracurricular activities

5590-5596 Duties of temporary athletic team coaches

Date Board Policy Adopted:

## **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

### **BARGAINING UNITS**

#### **BP 4140/4240/4340**

##### **Personnel**

The Governing Board recognizes the right of district employees to form a bargaining unit, select an employee organization as their exclusive representative, and be represented by that organization in their employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it.

The district shall not deter or discourage employees from becoming or remaining members of an employee organization, impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization.

##### **Formation of Bargaining Units**

Certificated and classified employees shall not be included in the same bargaining unit.

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such employees may represent themselves individually or may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. When represented by an employee organization, that organization shall not meet and negotiate with the district. For this purpose:

1. Management employee means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.
2. Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

##### **Access to Employee Orientations and Contact Information**

The district shall permit employee organizations access to new employee orientations where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation. However, in any specific instance where an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice, a shorter notice may be provided.

The structure, time, and manner of the access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative, following a request to negotiate by either party. If the district and exclusive representative fail to reach an agreement, matters related to the access to new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties.

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire. In addition, the Superintendent or designee shall provide the same information on all employees in the bargaining unit to an exclusive representative at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative.

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor shall they disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or any employee who provides written request that the information not be disclosed for this purpose. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

#### Payment of Dues or Service Fee

Upon the written request of a recognized employee organization, the Superintendent or designee shall deduct the amount of organization dues or the fair share service fee, determined in accordance with Government Code 3546, from the wages and salary of each employee represented by that employee organization and shall pay that amount to the employee organization.

Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment. However, such an employee may be required to pay an amount equal to the service fee to a designated charitable fund.

Each employee organization may, within 60 days after the end of its fiscal year, provide the Board and the employees who are members of the organization with a detailed financial report consisting of a balance sheet and an operating statement. If the employee organization fails to provide the financial report, the Board may issue an order compelling the organization to provide the financial report or any employee within the organization may petition the Board for such an order.



Legal Reference:

EDUCATION CODE

45060-45061.5 Deduction of fees from salary or wage payment, certificated employees

45100.5 Senior management positions

45104.5 Abolishment of senior classified management positions

45108.5 Definition of senior classified management employees

45108.7 Waiver of provisions of 45108.5

45168 Deduction of fees from salary or wage payment, classified employees

45220-45320 Merit system, classified employees

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act, especially:

3540.1 Definitions

3543.4 Management position; representation

3545 Appropriateness of unit; basis

3550-3552 Prohibition on public employers deterring or discouraging union membership

3555-3559 Public employee communication, information and orientation

6205-6210 Confidentiality of addresses for victims of domestic violence, sexual assault or stalking

6254.3 Disclosure of employee contact information to employee organization

6503.5 Joint powers agencies

53260-53264 Employment contracts

CODE OF REGULATIONS, TITLE 8

33015-33490 Recognition of exclusive representative; proceedings

33700-33710 Severance of established unit

34020 Petition to rescind organizational security arrangement

34055 Reinstatement of organizational security arrangement

COURT DECISIONS

Janus v. American Federation of State, County and Municipal Employees, Council 31, (7th Cir. 2017) 851 F.3d 746, cert granted Sept. 28, 2017, No. 16-1466

County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905

Abood v. Detroit Board of Education, (1977) 431 U.S. 209

Date Board Policy Adopted:

## **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

### **LEAVES**

#### **BP 4161 4261 4361**

##### **Personnel**

The Governing Board shall provide for paid and unpaid leaves of absence for employees in accordance with law, Board policy, administrative regulation and collective bargaining agreements, as applicable.

The Board recognizes the following justifiable reasons for employee absence:

1. Personal illness or injury
2. Industrial accident or illness
3. Family care and medical leave
4. Military service
5. Personal necessity and personal emergencies
6. Disability leave for certificated employees in accordance with Education Code 44986
7. Vacations for classified staff and certificated management staff, as applicable
8. Sabbaticals for purposes of study or training related to the employee's job duties
9. Attendance at work-related meetings and staff development opportunities
10. Compulsory leave

##### **Long-Term Leaves**

With Board approval, an employee may receive a leave of absence, without pay and without accruing seniority or service credit, for a period of up to one school year. Applications for long-term leave shall be made in writing and shall state the purpose for which leave is requested. All long-term leave agreements shall be in writing and shall state the terms and conditions of the leave, including the conditions governing the employee's return.

At the end of a long-term leave, the employee shall be reinstated to a similar position as that held at the time leave was granted, unless otherwise agreed upon.

The Board shall consider any written request by an employee to return to work prior to the expiration date of the leave.

##### **Administrative and Supervisory Personnel**

Certificated administrative and supervisory employees who are not subject to the district's bargaining agreement for certificated employees shall generally be entitled to those leave provisions provided in the bargaining agreement for other certificated employees unless otherwise specified in individual contract, memorandums of understanding, Board policy, administrative regulation, or law.

Classified administrative and supervisory employees who are not subject to the district's bargaining agreement for classified employees shall generally be entitled to those leave provisions provided in the bargaining agreement for other classified employees unless otherwise specified in individual contract, memoranda of understanding, Board policy, administrative regulation, or law.

Legal Reference:

EDUCATION CODE

22850-22856 Pension benefits, STRS members on military leave  
44018 Compensation for employees on active military duty  
44036-44037 Leaves of absence for judicial and official appearances  
44043.5 Catastrophic leave  
44800 Effect of active military service on status of employees  
44842 Failure to provide notice or to report to work  
44940 Sex offenses and narcotic offenses; compulsory leave of absence  
44962-44988 Leaves of absence (certificated)  
45059 Employee ordered to active military/naval duty, computation of salary  
45190-45210 Leaves of absence (classified)

FAMILY CODE

297-297.5 Registered domestic partner rights, protections and benefits

GOVERNMENT CODE

3543.1 Release time for representatives of employee organizations  
3543.2 Scope of representation  
12945.1-12945.2 California Family Rights Act  
20990-21013 Pension benefits, PERS members on military leave

LABOR CODE

230-230.2 Leaves for victims of domestic violence, sexual assault or specified felonies  
230.3 Leave for emergency personnel  
230.4 Leave for volunteer firefighters  
230.8 Leave to visit child's school  
233 Illness of child, parent, spouse or domestic partner

MILITARY AND VETERANS CODE

395-395.9 Military leave  
395.10 Leave when spouse on leave from military deployment

UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993

UNITED STATES CODE, TITLE 38

4301-4334 Uniformed Services Employment and Reemployment Rights Act of 1994

Date Board Policy Adopted:

## **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

### **EVALUATION/SUPERVISION CLASSIFIED**

#### **BP 4215**

##### **Personnel**

The Governing Board recognizes that appropriate supervision and regular, comprehensive evaluations can help employees to continually improve in the performance of their responsibilities. Evaluations shall be made in accordance with procedures specified in negotiated contracts and based on job-specific standards of performance.

The Board expects supervisors to gauge employees' on-the-job effectiveness and skills in a fair, objective, and consistent manner. Evaluations shall address the competence and care with which the employee executes their assigned responsibilities. As appropriate, evaluations also may address the extent to which the employee works cooperatively with others and observes school or district rules and regulations.

The Superintendent or designee shall ensure that evaluation ratings have uniform meaning throughout the district.

Evaluations shall be used to recognize the exemplary skills and accomplishments of staff and to identify areas needing improvement. When the evaluation indicates areas needing improvement, the Board expects employees to accept responsibility and take initiative to improve their performance. The Superintendent or designee shall assist employees in obtaining needed job skills.

The evaluation shall be dated and signed by both the employee and the supervisor.

The Superintendent or designee shall ensure that classified employees have access to rules and procedures related to performance evaluations.

#### **Legal Reference:**

##### **EDUCATION CODE**

45113 Rules and regulations for the classified service in districts not incorporating the merit system

45261 Subjects of rules (merit system districts)

45262 Distribution of rules

##### **GOVERNMENT CODE**

3543.2 Scope of representation

**Date Board Policy Adopted:**

## **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

### **EVALUATION/SUPERVISION - CERTIFICATED MANAGEMENT**

#### **BP 4315**

##### **Personnel**

The Governing Board believes that regular, comprehensive evaluations designed to hold administrative and supervisory staff accountable for their performance are key to improving their instructional leadership and management skills. Evaluations shall be linked to the district's vision and goals and school improvement plans.

Evaluations shall be used to recognize the exemplary skills and accomplishments of administrative and supervisory employees, serve as a criterion for contract renewals, and identify areas needing improvement. When the evaluation indicates areas needing improvement, the Board expects employees to take the initiative to improve their performance and for their supervisors to assist them in obtaining needed job skills.

Administrative and supervisory employees shall be evaluated in accordance with provisions of employee contracts and/or applicable collective bargaining agreements as appropriate.

The Superintendent or designee shall make written evaluation procedures available to all administrative and supervisory employees.

An employee shall be evaluated annually for the first and second years of employment as an administrator or supervisor in the district, and at least every two years thereafter with the consent of the supervisor, unless otherwise provided for in an employee contract or collective bargaining agreement. Evaluations may occur between scheduled periods at the request of the employee, their supervisor, or the Superintendent or designee.

The Superintendent or designee shall establish clear, objective criteria for evaluation based on the job responsibilities of each administrative or supervisory position.

Evaluation criteria for certificated school site administrators may be based on the California Professional Standards for Educational Leaders (CPSEL) and also may include, but not be limited to, evidence of:

1. Academic growth of students, based on multiple measures which may include student work as well as student and school longitudinal data that demonstrate academic growth over time

Assessments used for this purpose shall be valid and reliable and used for the intended purposes and for the appropriate student populations. Local and state academic assessments may include, but are not limited to, state standardized assessments and formative, summative, benchmark, end-of-chapter, end-of-course, Advanced Placement, International Baccalaureate, college entrance, and performance assessments.

2. Effective and comprehensive teacher evaluations, including, but not limited to, curricular and management leadership, ongoing professional development, teacher-principal teamwork, and professional learning communities
3. Culturally responsive instructional strategies to address and eliminate the achievement gap
4. The ability to analyze quality instructional strategies and provide effective feedback that leads to instructional improvement
5. High expectations for all students and leadership to ensure active student engagement and learning
6. Collaborative professional practices for improving instructional strategies
7. Effective school management, including personnel and resource management, organizational leadership, sound fiscal practices, a safe campus environment, and appropriate student behavior
8. Meaningful self-assessment to improve as a professional educator, which may include, but not be limited to, a self-assessment based on the CPSEL and the identification of areas of strengths and areas for professional growth to engage in activities to foster professional growth
9. Consistent and effective relationships with students, parents/guardians, teachers, staff, and other administrators

The evaluation shall be dated and signed by the employee and evaluator. The employee may respond in writing to the evaluation within a reasonable time after receiving a copy of the evaluation. The response shall be attached to the evaluation and placed in the employee's personnel file.

**Legal Reference:**

**EDUCATION CODE**

35171 Availability of rules and regulations for evaluation of performance

44660-44665 Evaluation and assessment of performance of certificated employees

44670-44671 Principal evaluation

45113 Rules and regulations for the classified service in districts not incorporating the merit system

**GOVERNMENT CODE**

3540.1 Meeting and negotiating in public educational employment, definitions

3543.2 Scope of representation

3545 Determination of bargaining units

**Date Board Policy Adopted:**

## **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

### **STUDENT WELLNESS**

#### **BP 5030**

##### **Students**

The Governing Board recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for district students. The Superintendent or designee shall build a coordinated school health system that supports and reinforces health literacy through health education, health services, nutrition services, psychological and counseling services, health promotion for staff, a safe and healthy school environment, and parent/guardian and community involvement.

##### **School Wellness Council**

The Superintendent or designee shall encourage parents/guardians, students, food service employees, physical education teachers, school health professionals, Board members, school administrators, and members of the public to participate in the development, implementation, and periodic review and update of the district's student wellness policy.

##### **Goals for Nutrition, Physical Activity, and Other Wellness Activities**

The District shall adopt specific goals that include nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. In developing such goals, the District shall review and consider evidence-based strategies and techniques.

The district's nutrition education and physical education programs shall be based on research, shall be consistent with the expectations established in the state's curriculum frameworks and content standards, and shall be designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

The nutrition education program may be provided as appropriate, and may be integrated into core academic subjects and included in before- and after-school programs.

All students shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education and recess and may also be provided through school athletic programs, extracurricular programs, before- and after-school programs, summer learning programs, programs encouraging students to walk or bicycle to and from school, in-class physical activity breaks, and other structured and unstructured activities.

The Board may enter into a joint use agreement or memorandum of understanding to make district facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunity for physical activity. Professional development may be regularly offered to the nutrition program director, managers, and staff, as well as health education teachers, physical education teachers, coaches, activity supervisors, and other staff as appropriate to enhance their knowledge and skills related to student health and wellness.

In order to ensure that students have access to comprehensive health services, the district may provide access to health services at or near district schools and/or may provide referrals to community resources.

The Board recognizes that a safe, positive school environment is also conducive to students' physical and mental health and thus prohibits bullying and harassment of all students, including bullying on the basis of weight or health condition.

The Superintendent or designee shall encourage staff to serve as positive role models for healthy eating and physical fitness. They shall promote work-site wellness programs and may provide opportunities for regular physical activity among employees.

#### Nutrition Guidelines for All Foods Available at School

For all foods and beverages available on each campus during the school day, the district shall adopt nutrition guidelines which are consistent with 42 USC 1758, 1766, 1773, and 1779 and federal regulations and which support the objectives of promoting student health and reducing childhood obesity.

The Superintendent or designee shall provide access to free, potable water in the food service area during meal times in accordance with Education Code 38086 and 42 USC 1758, and shall encourage students' consumption of water by educating them about the health benefits of water and by serving water in an appealing manner.

The Board believes that all foods and beverages sold to students at district schools, including those available outside the district's reimbursable food services program, should support the health curriculum and promote optimal health. Nutrition standards adopted by the district for foods and beverages provided through student stores, vending machines, shall meet or exceed state and federal nutrition standards.

The Superintendent or designee shall encourage school organizations to use healthy food items or non-food items for fundraising purposes. They also shall encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.

School staff shall encourage parents/guardians or other volunteers to support the district's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties. Class parties or celebrations shall be held after the lunch period when possible.

To reinforce the district's nutrition education program, the Board prohibits the marketing and advertising of foods and beverages that do not meet nutrition standards for the sale of foods and beverages on campus during the school day.



## Program Implementation and Evaluation

The Superintendent designates the individual(s) identified below as the individual(s) responsible for ensuring that each school site complies with the district's wellness policy.

Assistant Superintendent of Business Services  
(949) 497-7700 ext. 5212

The Superintendent or designee shall assess the implementation and effectiveness of this policy at least once every three years.

The assessment shall include the extent to which district schools are in compliance with this policy, the extent to which this policy compares to model wellness policies available from the U.S. Department of Agriculture, and a description of the progress made in attaining the goals of the wellness policy.

In addition, the Superintendent or designee shall prepare and maintain the proper documentation and records needed for the administrative review of the district's wellness policy conducted by the California Department of Education (CDE) every three years.

The assessment results of both the district and state evaluations shall be submitted to the Board for the purposes of evaluating policy and practice, recognizing accomplishments, and making policy adjustments as needed to focus district resources and efforts on actions that are most likely to make a positive impact on student health and achievement.

## Notifications

The Superintendent or designee shall inform the public about the content and implementation of the district's wellness policy and shall make the policy, and any updates to the policy, available the public on an annual basis. They shall also inform the public of the district's progress towards meeting the goals of the wellness policy, including the availability of the triennial district assessment.

Each school may post a summary of nutrition and physical activity laws and regulations prepared by the CDE.

## Records

The Superintendent or designee shall retain records that document compliance with 7 CFR 210.30, including, but not limited to, the written student wellness policy, documentation of the triennial assessment of the wellness policy for each school site, and documentation demonstrating compliance with the community involvement requirements, including requirements to make the policy and assessment results available to the public.

Legal Reference:

EDUCATION CODE

33350-33354 CDE responsibilities re: physical education  
38086 Free fresh drinking water  
49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001  
49490-49494 School breakfast and lunch programs  
49500-49505 School meals  
49510-49520 Nutrition  
49530-49536 Child Nutrition Act  
49540-49546 Child care food program  
49547-49548.3 Comprehensive nutrition services  
49550-49562 Meals for needy students  
49565-49565.8 California Fresh Start pilot program  
49570 National School Lunch Act  
51210 Course of study, grades 1-6  
51210.1-51210.2 Physical education, grades 1-6  
51210.4 Nutrition education  
51220 Course of study, grades 7-12  
51222 Physical education  
51223 Physical education, elementary schools  
51795-51798 School instructional gardens  
51880-51921 Comprehensive health education  
CODE OF REGULATIONS, TITLE 5  
15500-15501 Food sales by student organizations  
15510 Mandatory meals for needy students  
15530-15535 Nutrition education  
15550-15565 School lunch and breakfast programs  
UNITED STATES CODE, TITLE 42  
1751-1769j National School Lunch Program, especially:  
1758b Local wellness policy  
1771-1793 Child Nutrition Act, especially:  
1773 School Breakfast Program  
1779 Rules and regulations, Child Nutrition Act  
CODE OF FEDERAL REGULATIONS, TITLE 7  
210.1-210.33 National School Lunch Program, especially:  
210.30 Wellness policy  
220.1-220.22 National School Breakfast Program  
COURT DECISIONS  
Frazer v. Dixon Unified School District, (1993) 18 Cal.App.4th 781

Date Board Policy Adopted: February 25, 2014

Date Policy Revised:

**LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

**OPEN/CLOSED CAMPUS**

**BP 5112.5**

**Students**

The Governing Board establishes a closed campus at all district schools, however juniors and seniors who meet eligibility requirements may leave campus during the lunch hour. The Board views this program as a way to improve and reward student academic achievement and attendance. Eligibility requirements are based upon academic performance and attendance standards. The open campus privilege may be revoked for juniors and seniors who do not meet the eligibility standards.

Students shall not leave the school grounds at any other time during the school day without written permission of their parents/guardians and school authorities. Students who leave school or who fail to return following lunch without authorization shall be classified truant and subject to disciplinary action.

**Legal Reference:**

**EDUCATION CODE**

35160 Authority of the Board

35160.1 Broad authority of school district

44808.5 Permission for pupils to leave school grounds; notice

**Date Board Policy Adopted:**

**(Replaced BP 5040)**

## **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

### **SCHOOL ATTENDANCE BOUNDARIES**

#### **BP 5116**

##### **Students**

The Governing Board shall establish school attendance boundaries in order to maximize the efficient use of district facilities and effective administration of district schools. The Superintendent or designee shall periodically review school attendance boundaries and, as necessary, make recommendations to the Board for boundary adjustments.

When reviewing school attendance boundaries, the Superintendent or designee shall consider the following factors:

1. School enrollment data, including declining enrollment patterns
2. Facility capacity and design, including potential commercial and residential developments
3. School feeder patterns, including maintaining, to the extent practicable, continuity of student attendance
4. Federal, state, or court mandates
5. Community input
6. Student safety
7. Transportation capacity
8. Community and neighborhood identity
9. Geographic features of the district, including traffic patterns
10. Educational programs, such as magnet schools and charter schools
11. Other factors

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

35160.5 District policies; rules and regulations

35291 Rules

35350 Transportation of students

35351 Assignment of students to particular schools

GOVERNMENT CODE

53311-53317.5 Establishment of community facilities district

CALIFORNIA CONSTITUTION

Article I, Section 31 Discrimination based on race, sex, color, ethnicity

COURT DECISIONS

Crawford v. Huntington Beach Union High School District (2002) 98 Cal.App.4th 1275

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

Jackson v. Pasadena City School District (1963) 59 Cal.2d 876

Date Board Policy Adopted:

(Replaced BP 6001)

## **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

### **INTRADISTRICT OPEN ENROLLMENT**

#### **BP 5116.1**

##### **Students**

The Governing Board desires to provide enrollment options that meet the diverse needs and interests of district students and parents/guardians, while also maximizing the efficient use of district facilities. The Superintendent or designee shall establish procedures for the selection and transfer of students among district schools in accordance with law, Board policy, and administrative regulation.

The parents/guardians of any student who resides within district boundaries may apply to enroll their child in any district school, regardless of the location of their residence within the district.

The Board shall annually review this policy.

##### **Enrollment Priorities**

No student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area.

The Superintendent or designee shall grant priority to any district student to attend another district school, including a charter school, outside of their attendance area as follows:

1. Any student enrolled in a district school that has been identified on the state's Open Enrollment Act list
2. Any student enrolled in a district school designated by the California Department of Education as "persistently dangerous"
3. Any student who is a victim of a violent crime while on school grounds
4. Upon a finding that special circumstances exist that might be harmful or dangerous to the student in the current attendance area. Special circumstances include, but are not limited to, threats of bodily harm or threats to the emotional stability of the student. Any such student may transfer to a district school that is at capacity and otherwise closed to transfers. To grant priority under these circumstances, the Superintendent or designee must have received either:
  - a. A written statement from a representative of an appropriate state or local agency, including, but not necessarily limited to, a law enforcement official, social worker, or a properly licensed or registered professional such as a psychiatrist, psychologist, or marriage and family therapist

- b. A court order, including a temporary restraining order and injunction
- 5. Any sibling of a student already in attendance in that school
- 6. Any student whose parent/guardian is assigned to that school as their primary place of employment

#### Application and Selection Process

In order to ensure that priorities for enrollment in district schools are implemented in accordance with law, applications for intradistrict open enrollment shall be submitted between January 1 and May 30 of the school year preceding the school year for which the student is requesting the transfer. Applications received after May 30 may be considered on a case by case basis.

The Superintendent or designee shall calculate each school's capacity in a nonarbitrary manner using student enrollment and available space.

Except for priorities listed above, the Superintendent or designee shall use a random, unbiased selection process to determine who shall be admitted whenever the school receives admission requests that are in excess of the school's capacity.

Enrollment decisions shall not be based on a student's academic or athletic performance, except that existing entrance criteria for specialized schools or programs may be used provided that the criteria are uniformly applied to all applicants. Academic performance may be used to determine eligibility for, or placement in, programs for gifted and talented students.

#### Transportation

The district shall not be obligated to provide transportation for students who attend school outside their attendance area.

Legal Reference:

EDUCATION CODE

200 Prohibition against discrimination

35160.5 District policies; rules and regulations

35291 Rules

35351 Assignment of students to particular schools

46600-46611 Interdistrict attendance agreements

48200 Compulsory attendance

48204 Residency requirements for school attendance

48300-48316 Student attendance alternatives, school district of choice program

48350-48361 Open Enrollment Act

48980 Notice at beginning of term

CODE OF REGULATIONS, TITLE 5

11992-11994 Definition of persistently dangerous schools

UNITED STATES CODE, TITLE 20

6311 State plans

7912 Transfers from persistently dangerous schools

COURT DECISIONS

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

ATTORNEY GENERAL OPINIONS

85 Ops.Cal.Atty.Gen. 95 (2002)

Date Board Policy Adopted:

(Replaced BP 5036)



## **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

### **RELEASE OF DIRECTORY INFORMATION**

#### **BP 5125.1**

##### **Students**

The Governing Board recognizes the importance of maintaining the confidentiality of directory information and therefore authorizes the release of such information only in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee may release student directory information to representatives of the news media or nonprofit organizations in accordance with Board policy and administrative regulation.

The Superintendent or designee may limit or deny the release of specific categories of directory information to any public or private nonprofit organization based on their determination of the best interests of district students.

Colleges and prospective employers, including military recruiters, shall have access to directory information. Military recruiters shall have access to a student's name, address, and telephone number, unless the parent/guardian has specified that the information not be released in accordance with law and administrative regulation.

Under no circumstances shall directory information be disclosed to a private profit-making entity, except for representatives of the news media and prospective employers, in accordance with Board policy. Private schools and colleges may be given the names and addresses of 12th-grade students and students who are no longer enrolled provided that they use this information only for purposes directly related to the institution's academic or professional goals.

Legal Reference:

EDUCATION CODE

49061 Definitions

49063 Notification of parents of their rights

49073 Release of directory information

49073.5 Directory information; military representatives; telephone numbers

49603 Public high schools; military recruiting

UNITED STATES CODE, TITLE 10

503 Military recruiter access to directory information

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

7908 Armed forces recruiter access to students and student recruiting information

UNITED STATES CODE, TITLE 42

11434a McKinney-Vento Homeless Assistance Act; definitions

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

Date Policy Adopted:

(Replaced BP 1002)

## **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

### **AWARDS FOR ACHIEVEMENT**

#### **BP 5126**

##### **Students**

The Governing Board encourages excellence as a goal for all students and wishes to publicly recognize students for exemplary achievement in academic, athletic, extracurricular, or community service activities.

##### **District/School Awards**

Student awards may include verbal recognition, a letter, a certificate, a Board resolution, public ceremony, trophy, gift, plaque.

The Superintendent or designee shall develop criteria for the selection of student award recipients.

##### **Golden State Seal Merit Diploma**

At graduation from high school, special recognition shall be awarded to those students whose academic achievements in core curriculum areas have been outstanding.

The Superintendent or designee shall identify high school students who have demonstrated mastery of the high school curriculum qualifying them for the Golden State Seal Merit Diploma.

##### **Biliteracy Award**

The district shall present the State Seal of Biliteracy to each graduating high school student who has attained a high level of proficiency in speaking, reading, and writing in one or more languages in addition to English.

In order to affirm the value of bilingualism and encourage students' enrollment in world language programs, the Superintendent or designee may present awards at appropriate grade levels to recognize the pursuit and/or attainment of grade-level proficiency in one or more languages in addition to English.

Legal Reference:

EDUCATION CODE

220 Nondiscrimination

35160 Authority of governing boards

44015 Awards to employees and students

51243-51245 Credit for private school foreign language instruction

51450-51455 Golden State Seal Merit Diploma

51460-51464 State Seal of Biliteracy

52164.1 Assessment of English language skills of English learners

CODE OF REGULATIONS, TITLE 5

876 Golden State Seal Merit Diploma

1632 Credit for private school foreign language instruction

11510-11516 Assessment of English language development

Date Board Policy Adopted:

## **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

### **GRADUATION CEREMONIES AND ACTIVITIES**

#### **BP 5127**

##### **Students**

High school graduation ceremonies shall be held to recognize those students who have earned a diploma by successfully completing the required LBUSD course of study, satisfying district standards, and passing any required assessments. The Governing Board believes that these students deserve the privilege of a public celebration that recognizes the significance of their achievement and encourages them to continue the pursuit of learning throughout their lives.

High school students who have passed the California High School Proficiency Examination or the General Educational Development Test must also meet district graduation requirements in order to participate in graduation ceremonies.

Students who re-enroll in LBUSD in twelfth grade, other than foster youth, homeless students, former juvenile court school students, and students of military families as specified above, are not eligible to participate in graduation ceremonies. Exceptions to this restriction can be approved by the Superintendent or their designee on a case-by-case basis. A foster youth, homeless student, or former juvenile court school student who transfers into the district any time after completing their second year of high school shall be required to complete all graduation requirements specified in Education Code 51225.3 but shall be exempt from any additional district-adopted graduation requirements, unless the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of their fourth year of high school. Within 30 days of the transfer, any student shall be notified of the availability of the exemption and whether they qualify for it.

In addition, the Superintendent or designee shall facilitate the on-time graduation of children of military families by waiving specific course requirements for graduation if the student has satisfactorily completed similar coursework in another district.

#### **Disciplinary Considerations**

In order to encourage high standards of student conduct and behavior, the principal may deny a student the privilege of participating in graduation ceremonies and/or activities in accordance with school rules. Students denied any graduation related activities shall be notified two weeks prior to the graduation ceremony, unless the suspension offense occurs within the last two weeks of the end of school, with all appeals finalized prior to graduation day. Cases which occur that cannot proceed through the normal review and appeal process will be decided by the school principal and Superintendent or designee. Levels of a normal review would include the Site administrative discipline team followed by the Principal/Superintendent or designee.

## Early Graduation

Students who desire to graduate at the end of their sixth or seventh term must submit a written request to graduate early to their principal or their designee.

Students, who complete graduation requirements, meet State testing requirements in their sixth or seventh term, and meet minimum UC A-G requirements to graduate early are eligible to participate in all June graduation exercises and senior activities as determined by the site administration.

Students must declare in their written early graduation request whether they wish to be part of the June graduation exercises and receive their diploma at that time, or request to receive their diploma upon termination of enrollment. Statistical data from the school, including school, student name and address, grade point average, and future plans of all early graduates shall be sent to the Superintendent, or their designee, by mid-January each school year.

Invocations, prayers, or benedictions shall not be included in graduation ceremonies. The school or district shall not sponsor other ceremonies or programs for graduates that include prayer.

## Honors and Awards

The Superintendent or designee shall identify other school-sponsored awards which may be given during graduation exercises. A separate awards program may be held to recognize graduating students receiving other school and non-school awards.

## Conduct at Graduation Ceremonies

Any student participating in a graduation ceremony shall comply with district policies and regulations pertaining to student conduct.

The Superintendent or designee may require graduating students to wear ceremonial attire, such as cap and gown, at the ceremony.

However, any graduating student who has completed basic training and is an active member of any branch of the United States Armed Forces may, at their option, wear their military dress uniform at the ceremony.

Legal Reference:

EDUCATION CODE

35183.3 Graduation ceremonies; military dress uniforms

38119 Lease of personal property; caps and gowns

48904 Liability of parent or guardian; withholding of grades, diplomas, transcripts

51225.5 Honorary diplomas; foreign exchange students

51410-51412 Diplomas

COURT DECISIONS

Cole v. Oroville Union High School District, (2000, 9th Cir.) 228 F.3d 1092

Santa Fe Independent School District v. Doe, (2000) 530 U.S. 290

Lee v. Weisman, (1992) 505 U.S. 577

Sands v. Morongo Unified School District, (1991) 53 Cal. 3d 863

Lemon v. Kurtzman, (1971) 403 U.S. 602

Date Board Policy Adopted:

## **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

### **READING/LANGUAGE ARTS INSTRUCTION**

#### **BP 6142.91**

##### **Instruction**

The Governing Board recognizes that reading and other language arts constitute the basic foundation for learning in other areas of study. The Board desires to offer a comprehensive, balanced reading/language arts program that ensures all students have the skills necessary to read fluently and for meaning and develops students' appreciation for literature. The program shall integrate reading and oral and written language arts activities in order to build effective communication skills.

For each grade level, the Board shall adopt academic standards that meet or exceed California State Standards in the following strands:

1. Reading: Foundational skills, text complexity and analysis, and the growth of comprehension
2. Writing: Text types, responding to reading, production and distribution of writings, and research
3. Speaking and listening: Oral language development, comprehension, flexible communication, and collaboration
4. Language: Conventions, effective use, knowledge of language, and vocabulary

The Superintendent or designee shall ensure that the district's reading/language arts program offers sufficient access to standards-aligned textbooks and other instructional materials. The program shall provide instructional materials of varying levels of difficulty, including fiction and nonfiction works, so that students are continually reading at an appropriate level. In addition, technology should be available to support all areas of literacy.

Teachers are expected to use a variety of instructional strategies to accommodate the needs of beginning readers and the varying abilities of more advanced readers. The program shall provide ongoing diagnosis of students' skills and, as needed, may provide supplementary instruction during the school day and/or outside the regular school session to assist students who are experiencing difficulty learning to read.

The Superintendent or designee shall make available professional development opportunities that are designed to provide instructional staff with knowledge about how students develop language skills, the ability to analyze students' literacy levels, and mastery of a variety of instructional strategies and materials.



Legal Reference:

EDUCATION CODE

41505-41508 Pupil Retention Block Grant

41530-41532 Professional Development Block Grant

44735 Teaching as a Priority Block Grant

44755-44757.5 Teacher Reading Instruction Development Program, K-3

51210 Areas of study, grades 1-6

51220 Areas of study, grades 7-12

60119 Sufficiency of textbooks and instructional materials

60200.4 Fundamental skills

60207 Curriculum frameworks

60350-60352 Core reading program instructional materials

60605 State-adopted content and performance standards in core curricular areas

60605.8 Common Core standards

99220-99221 California Reading Professional Development Institutes

99230-99242 Mathematics and Reading Professional Development Program (AB 466 trainings)

CODE OF REGULATIONS, TITLE 5

11980-11985 Mathematics and Reading Professional Development Program (AB 466 trainings)

11991-11991.2 Reading First achievement index

UNITED STATES CODE, TITLE 20

6381-6381k Even Start Family Literacy Program

6383 Improving literacy through school libraries

Date Board Policy Adopted:

## **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

### **MATHEMATICS INSTRUCTION**

#### **BP 6142.92**

##### **Instruction**

The Governing Board desires to offer a rigorous mathematics program that progressively develops the knowledge and skills students will need to succeed in college and career. The district's mathematics program shall be designed to teach mathematical concepts in the context of real-world situations and to help students gain a strong conceptual understanding, a high degree of procedural skill and fluency, and ability to apply mathematics to solve problems.

The California State Standards for mathematics are based on the three principles of (1) focus, placing strong emphasis on the concepts in the standards so that students have sufficient time to think about, practice, and integrate new ideas; (2) coherence, linking topics across grade levels and establishing connections with other topics; and (3) rigor, requiring that conceptual understanding, procedural skills and fluency, and applications be pursued with equal intensity.

For each grade level, the Board shall adopt academic standards for mathematics that meet or exceed the California State Standards. The Superintendent or designee shall develop or select curricula that are aligned with these standards and the state curriculum framework.

The district's mathematics program shall address the following standards for mathematical practices which are the basis for mathematics instruction and learning:

1. Overarching habits of mind of a productive mathematical thinker: Making sense of problems and persevere in solving them; attending to precision
2. Reasoning and explaining: Reasoning abstractly and quantitatively; constructing viable arguments and critiquing the reasoning of others
3. Modeling and using tools: Modeling with mathematics; using appropriate tools strategically
4. Seeing structure and generalizing: Looking for and making use of structure; looking for and expressing regularity in repeated reasoning

In addition, the program shall be aligned with grade-level standards for mathematics content.

For grades K-8, content shall address, at appropriate grade levels, counting and cardinality, operations and algebraic thinking, number and operations in base ten, fractions, measurement and data, geometry, ratios and proportional relationships, functions, expression and equations, the number system, and statistics and probability. Students shall learn the concepts and skills that prepare them for the rigor of higher mathematics.

For higher mathematics, the district shall offer a pathway of courses through which students shall be taught concepts that address number and quantity, algebra, functions, modeling, geometry, and statistics and probability.

The Superintendent or designee shall ensure that students are appropriately placed in mathematics courses and are not required to repeat a course that they have successfully completed in an earlier grade level. Placement decisions shall be based on consistent protocols and multiple academic measures.

The Superintendent or designee shall ensure that certificated staff have opportunities to participate in professional development activities designed to increase their knowledge and skills in effective mathematics teaching practices.

The Superintendent or designee shall ensure that students have access to sufficient instructional materials, including manipulatives and technology, to support a balanced, standards-aligned mathematics program.

Legal Reference:

EDUCATION CODE

51210 Areas of study, grades 1-6

51220 Areas of study, grades 7-12

51224.5 Algebra in course of study for grades 7-12

51224.7 California Mathematics Placement Act of 2015

51225.3 High school graduation requirements

51284 Financial literacy

60605 State-adopted content and performance standards in core curricular areas

60605.8 Common Core standards

Date Board Policy Adopted:

## **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

### **SCIENCE INSTRUCTION**

#### **BP 6142.93**

##### **Instruction**

The Governing Board believes that science education should focus on giving students an understanding of the biological and physical aspects of science, key scientific concepts, and methods of scientific inquiry and investigation. Students should become familiar with the natural world and the interrelationship of science, mathematics, technology, and engineering. As part of science instruction, students should learn how to apply scientific knowledge and reasoning.

Philosophical and religious theories that are based, at least in part, on faith and are not subject to scientific test and refutation shall not be discussed during science instruction.

The district's academic standards for science instruction shall meet or exceed the California Next Generation Science Standards (CA-NGSS). The Superintendent or designee shall ensure that curricula used in district schools are aligned with these standards and the state curriculum framework.

The Superintendent or designee shall ensure that students have access to and are enrolled in a broad course of study including science courses.

The Superintendent or designee shall provide certificated staff with opportunities to participate in professional development activities designed to enhance their knowledge of district-adopted academic standards, instructional strategies for teaching science, and changes in scientific theories.

The Superintendent or designee shall develop and implement appropriate safety measures for science laboratory classes, including, but not limited to, staff and student safety training, use of eye safety devices, hearing protection, first aid procedures, regular equipment maintenance, safe use of heat sources, safe use and disposal of hazardous chemicals, proper ventilation, prevention of exposure to bloodborne pathogens from sharp instruments, fire prevention and control, an emergency response plan, and evacuation procedures. Parents/guardians shall be informed of the types of science laboratory activities that will be conducted and encouraged to sign consent forms for their child's participation.

Legal Reference:

EDUCATION CODE

8774 Residential outdoor science program

32030-32034 Eye safety

32255-32255.6 Student's right to refrain from harmful or destructive use of animals

33475-33475.5 Model curriculum on stem cell science

49340-49341 Hazardous substances education

51210 Areas of study, grades 1 through 6

51210.3 Elementary science coach

51220 Areas of study, grades 7 through 12

51225.3 High school graduation

52060-52077 Local control and accountability plan

60640-60649 California Assessment of Student Performance and Progress

CODE OF REGULATION, TITLE 5

14030 Science laboratories, design specifications

CODE OF REGULATIONS, TITLE 8

5191 Occupational exposure to hazardous chemicals in laboratories; chemical hygiene plan

Date Board Policy Adopted:

## **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

### **HISTORY-SOCIAL SCIENCE INSTRUCTION**

#### **BP 6142.94**

##### **Instruction**

The Governing Board believes that the study of history and other social sciences is essential to prepare students to engage in responsible citizenship, comprehend complex global interrelationships, and understand the vital connections among the past, present, and future. The district's history-social science education program shall include, at appropriate grade levels, instruction in American and world history, geography, economics, political science, anthropology, psychology, and sociology.

The Board shall adopt academic standards for history-social science which meet or exceed state content standards and describe the knowledge and skills students are expected to possess at each grade level.

The Superintendent or designee shall develop and submit to the Board for approval a comprehensive, sequential curriculum aligned with the district standards and consistent with the state's curriculum framework for history-social science. The curriculum shall be designed to develop students' core knowledge in history and social science and their skills in chronological and spatial thinking, research, and historical interpretation. History-social science instruction shall also include an explicit focus on developing students' literacy in reading, writing, speaking, listening, and other language skills.

The Board shall adopt standards-aligned instructional materials for history-social science in accordance with applicable law, Board policy, and administrative regulation. In addition, teachers are encouraged to supplement the curriculum by using biographies, original documents, diaries, letters, legends, speeches, other narrative artifacts, and literature from and about the period being studied.

Personal testimony from persons who can provide first-hand accounts of significant historical events is encouraged and may be provided through oral histories, videos, or other multimedia formats. If oral history is used for instruction related to the role of Americans in World War II or the Vietnam War, such testimony shall exemplify the personal sacrifice and courage of the wide range of ordinary citizens who were called upon to participate in the war, provide views and comments concerning reasons for participating in the war, and provide commentary on the aftermath of the war in Eastern Europe and the former Soviet Union.

The Superintendent or designee shall provide a standards-based professional development program designed to increase teachers' knowledge of adopted instructional materials and instructional strategies for teaching history-social science.

Legal Reference:

EDUCATION CODE

33540 History-social science curriculum framework  
51008-51009 Instruction on farm labor movement  
51204 Course of study designed for student's needs  
51204.5 History of California; contributions of men, women, and ethnic groups  
51210 Course of study, grades 1-6  
51220 Course of study, grades 7-12  
51220.2 Instruction in legal system; teen or peer court programs  
51221 Social science course of study, inclusion of instruction in use of natural resources  
51221.3-51221.4 Instruction on World War II and Vietnam War; use of oral histories  
51225.3 High school graduation requirements  
51226.3 Instruction on civil rights, genocide, slavery, Holocaust, and deportation to Mexico  
51226.7 Ethnic studies  
60040-60051 Criteria for instructional materials  
60119 Public hearing on the sufficiency of instructional materials  
60200-60206 Instructional materials, grades K-8  
60400-60411 Instructional materials, grades 9-12  
60640-60649 California Assessment of Student Performance and Progress  
99200-99206 Subject matter projects

Date Board Policy Adopted:

