



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

**Regular Meeting  
of the  
Board of Education**

**AGENDA**

**May 9, 2017**

**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

**May 9, 2017**

**4:30 p.m. Closed Session  
6:00 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. STUDENT DISCIPLINE**  
(Government Code §35146, §48912, §48918, and §49070)
  - B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**  
Government Code §54957
  - C. 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. RECOGNITIONS**
  - a. LBHS Gold Ribbon Recognition
  - b. CSEA Service Awards
  - c. Employee of the Year Recognitions

## **10. PUBLIC COMMENT (Non- Agenda Items)**

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

Persons wishing to address the Board 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.

## **11. REPORTS**

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

## **12. PUBLIC HEARING**

Public Hearing on Waiver of Education Code 37202(a), the *Equity Length of Time* requirement for transitional kindergarten and kindergarten programs.

## **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 – April 11, 2017
- b. Approval/Ratification of Personnel Report
- c. Approval/Ratification of Conference/Workshop Attendance
- d. Approval of Field Trips
- e. Approval of Gifts – Checks Totaling \$164,290.00
- f. Approval of Agreements for Contracted Services – Special Education
- g. Approval of Agreements for Contracted Services – Technology
- h. Approval/Ratification of Warrants #389988 through #390251 in the amount of \$1,552,467.32 Dates: 3/31/2017 through 4/28/2017
- i. Approval of Community Facilities District 98-1 (Crystal Cove) Administrative Expense Fund Disbursements Totaling \$619.60
- j. Approval of Quarterly Report – Board Policy 3002 – Investments
- k. Approval of Agreement for Contracted Services with David Taussig & Associates, Inc., to administer the Mello-Roos Special Taxes in Community Facilities District (“CFD”) No. 98-1 with a Not-to-Exceed Amount of \$12,000 plus Direct Costs with a Not-to-Exceed Amount of \$13,000 for Fiscal Year 2017-2018

- l. Approval of Educational Fieldwork Agreement for Student Fieldwork Experience with the University of Redlands from June 1, 2017 through June 30, 2019
- m. Approval of School Psychology Internship Fieldwork Agreement with Chapman University

## **INFORMATION ITEMS**

### **14. REPORT ON STUDENT SURVEY RESULTS REGARDING ATHLETIC PARTICIPATION AND REQUESTED SPORTS PROGRAMS FROM MIDDLE AND HIGH SCHOOL STUDENTS**

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

**– Lance Neal, Athletic Director**

Staff is seeking Board direction regarding the potential to add two new sports to the high school athletic program based on survey results from middle and high school students.

### **15. REPORT AND DISCUSSION ON COMMUNITY LEARNING CENTER (CLC) PROGRAM**

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

Staff will present current status of the Community Learning Center program and seeks direction from the Board of Education regarding potential next steps.

## **ACTION ITEMS**

### **16. APPROVAL OF COURSE OF STUDY FOR THURSTON MIDDLE SCHOOL AND LAGUNA BEACH HIGH SCHOOL FOR THE 2017/2018 SCHOOL YEAR**

**– Alysia Odipo, Ed.D., Assistant Superintendent, Instruction**

Staff proposes the Board of Education approve the Course of Study for the LBUSD Secondary Schools for the 2017/18 school year.

### **17. APPROVAL OF ELEMENTARY AND SECONDARY ELA/ELD COURSES FOR PROGRAMS 2, 4 AND 5.**

**– Alysia Odipo, Ed.D., Assistant Superintendent, Instruction**

Staff proposes the Board of Education approve the textbook adoption of the ELA/ELD textbooks as outlined in this Board Action Item. The proposed textbooks would be purchased for implementation beginning with the 2017/18 school year. The ELA/ELD Pilot Committee made a presentation at the Curriculum Council Meeting on April 13, 2017. The Curriculum Council recommends approval for the adoption of materials as outlined below.

### **18. APPROVAL OF REVISED 2018-2019 SCHOOL YEAR DISTRICT CALENDAR**

**– Leisa Winston, Assistant Superintendent, Human Resources/Public Communications**

Staff recommends that the Board of Education approve the revised District Calendar for the 2018-2019 school year.

### **19. APPROVAL OF RESOLUTION 17-08: DESIGNATION OF REPRESENTATIVE AND ALTERNATE FOR WESTERN ORANGE COUNTY WORKERS' COMPENSATION JOINT POWERS AUTHORITY**

**– Leisa Winston, Assistant Superintendent, Human Resources/Public Communications**

Staff recommends the Board of Education approve Resolution 17-08: Designation of Representative and Alternate for Western Orange County Workers' Compensation Joint Powers Authority (JPA) to designate the Assistant Superintendent, Human Resources as the representative to the JPA and designate the Assistant Superintendent, Business Services as the



alternate representative.

**20. APPROVAL OF RESOLUTION 17-09: LAYOFF OF CLASSIFIED EMPLOYEES**

**– Leisa Winston, Assistant Superintendent, Human Resources/Public Communications**

Staff recommends the Board of Education approve Resolution 17-09 Regarding Layoff of Classified Employees.

**21. APPROVAL TO RECLASSIFY THE POSITION OF STAFF ACCOUNTANT TO BUDGET ADMINISTRATOR**

**– Leisa Winston, Assistant Superintendent, Human Resources/Public Communications**

Staff recommends the Board of Education approve the reclassification of the Staff Accountant position to Budget Administrator.

**22. APPROVAL OF JOB DESCRIPTION: FINANCIAL ANALYST**

**– Leisa Winston, Assistant Superintendent, Human Resources/Public Communications**

Staff recommends the Board of Education approve the job description for Financial Analyst.

**23. APPROVAL OF INDEPENDENT CONTRACTOR AGREEMENT WITH CALIFORNIA SCHOOL FISCAL SERVICES TO PROVIDE FISCAL CONSULTING SERVICES WITH A NOT-TO-EXCEED AMOUNT OF \$10,000**

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

Staff proposes the Board of Education approve an Independent Contractor Agreement with California School Fiscal Services to provide fiscal consulting services from May 10, 2017 to August 31, 2017, with a not-to-exceed amount of \$10,000.

**24. APPROVAL OF AGREEMENT OF FCI-SD3-12 BY AND BETWEEN CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AND THE LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

**– Alysia Odipo, Ed.D., Assistant Superintendent, Instruction**

Staff proposes the Board of Education approve Agreement FCI-SD3-12 by and Between Orange County Children and Families Commission and Laguna Beach Unified School District for the Provision of Services of the Local School Readiness Initiative for the term July 1, 2017 to June 30, 2020.

**25. BOARD MEMBER REQUESTS: ITEMS FOR FUTURE MEETINGS, 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, May 23, 2017, 6:00 PM**  
at the 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 time limit is waived by a majority of the Board.

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

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

### **REASONABLE ACCOMMODATION**

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

## **Laguna Beach Unified School District**

### **12. PUBLIC HEARING**

**May 9, 2017**

**A Public Hearing will be held to Provide an Opportunity for Community Input into the Recommendation to Request a Waiver Pursuant to Education Code Section 37202(a), Equity Length of Time and for the Implementation of Full Day Kindergarten at Laguna Beach Unified School District for the 2017/2018 School Year**

#### **Proposal:**

Staff shared information to the School Board at the February 14, 2017, Board Meeting about the benefits of full-day kindergarten at Laguna Beach Unified School District. This Public Hearing is being held to explain the waiving of Education Code Section 37202(a), which allows TK students to attend school for fewer minutes than kindergarten students.

Laguna Beach Unified School District's Transitional Kindergarten program for the 2017-18 school year is proposed to remain a half-day program, allowing students to attend school for fewer minutes than the 2017-2018 full-day kindergarten program. This difference is acknowledged for the *Equity Length of Time Waiver* for California Department of Education, allowing the TK program to remain a half-day program and not mirror the full-day kindergarten program.

#### **Background**

Laguna Beach Unified School District is requesting to waive the equity length of time requirement for kindergarten programs. Pursuant to *EC* Section 37202(a), any TK program operated by a district must be of equal length to any kindergarten program operated by the same district. LBUSD will offer full-day kindergarten program for the 2017-18 school year and request flexibility in determining the length of the TK program in order to provide a modified instructional day, curricula, and developmentally appropriate instructional practices.

- Consultation and support by a representative of the Laguna Beach Unified Faculty Association (LaBUFA) - January 11, 2017
- Review and input by an advisory committee – January 25, February 6, March 1, and April 12, 2017
- Review and Discussion by the Board of Trustees – February 14, 2017
- Public Hearing – May 9, 2017
- Approval by the Board of Trustees – May 23, 2017
- Approval by the California Board of Education

In addition to the above steps, the District reviewed academic data for students in Transitional Kindergarten and sought input from current Transitional Kindergarten parents and teachers to help inform the decision to apply for a waiver.

Consultation and support by a representative of the Laguna Beach Unified Faculty Association (LaBUFA).

#### **Budget Impact**

There is no budget impact at this time.

#### **Recommended Action**

There is no action required.

## **Laguna Beach Unified School District**

13.a. CONSENT/ACTION

May 9, 2017

Approval/:

Minutes – April 11, 2017

### **Board of Education Minutes of Regular Meeting April 11, 2017**

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#### **Call to Order**

The Regular Meeting of the Board of Education was called to order by President Vickers at 5:01 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 – arrived at 5:02  
                              Ketta Brown  
                              Carol Normandin  
                              Peggy Wolff - absent

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

None.

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

Member Brown moved to adjourn to Closed Session. Member Normandin seconded. President Vickers called for the vote. Motion carried 3-0-2. Members Vickers, Brown and Normandin voted yes. Member Perry had not yet arrived. Member Wolff was absent.

The following topics were discussed.

#### **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.

President Vickers called for the vote.

Motion carried 4-0-1. Members Vickers, Perry, Brown, Normandin voted yes. Member Wolff was absent.

**Present at Board Meeting**

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

Employee Group  
Representatives: Sara Hopper, President LaBUFA  
Elizabeth Phillips, President, CSEA

Staff: Jason Vilorio, Ed.D., Superintendent  
Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services  
Leisa Winston, Assistant Superintendent, Human Resources/Public  
Communications  
Jeff Dixon, Assistant Superintendent, Business Services  
Victoria Webber, Executive Assistant  
Amy Kernan, Director, Assessment & Accountability  
Shannon Soto, Ed.D., Director, Fiscal Services  
Irene White, Director, Special Education  
Mike Morrison, Chief Technology Officer  
Chris Herzfeld, Principal, Laguna Beach High School  
Jenny Salberg, Principal, Thurston Middle School  
Chris Duddy, Principal, El Morro Elementary  
Mike Conlon, Principal, Top of the World Elementary  
Lance Neal, Athletic Director

**Open Session**

President Vickers called open session to order at 6:03 p.m.

**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 stated there was no report from Closed Session.

**Adoption of Agenda**

Public Comment: None.

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

Discussion: None

President Vickers called for the vote.

Motion carried 4-0-1. Members Vickers, Perry, Brown, and Normandin voted yes. Member Wolff was absent.

### **Recognitions**

The Board recognized Laguna Beach High School Spanish Teacher, Jose Luis Gonzalez, for his heroic action in saving the life of a student. The student's family and members of the Laguna Beach Fire Department also thanked Mr. Gonzalez for his quick and heroic actions.

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

Parents Tanya Hovanesian and Kevin Mulican addressed the Board in hopes of securing financial assistance for three Destination Imagination teams that were invited to attend the Global competition in Nashville, Tennessee in May.

### **Reports**

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

Chloe reported on the following:

- AP test preparation
- AP Euro community service projects
- Students attending WE day
- AP Exams scheduled for May 1 - 12
- CAASPP testing upcoming
- Keith Hawkins presentation on April 13
- Powder Puff football scheduled for June 6 at 6 pm
- Spring sports update

#### **LaBUFA Representative – Sara Hopper, LaBUFA Vice President**

- LaBUFA membership is up 20 members for a total of 164 members
- Members were asked to wear special LaBUFA t-shirts on May 11 to show support for the negotiations team

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

- CSEA has participated in two very positive negotiations meetings
- CSEA will celebrate the classified employees of the year on June 14
- LBHS held an all staff taco luncheon as their CSEA scholarship fundraiser
- CSEA business meeting on April 12

**PTA Council – Tammy Skenderian, Council President**

- No Coffee Break in April
- Laguna Beach Angels Night tickets are on sale. The game is June 3 against the Twins
- All PTAs have a full slate of officers

**Board Members**

Board members reported as follows:

**Member Normandin**

- No report

**Member Wolff**

- Absent

**Member Brown**

- Attended CTE Advisory Board Meeting (Perkins Grant information)
- Attended TOW Ocean Awareness Night – the club raised \$2,400
- Attended the Boys and Girls Club Partnership Breakfast

**Clerk Perry**

- Attended the Boys and Girls Club Partnership Breakfast
- Attended the “Grove Hop” Rocket Ready Project presentation
- Attended the “Rooting for Rhinos” Rocket Ready Project presentation
- Attended the surprise recognition of Debbie Finnerty, at El Morro Elementary, by OCDE for her work with English Learners

**President Vickers**

- Appreciative that teachers reached out to Board member to attend their Rocket Ready presentations
- Attended PTA Council meeting

**Superintendent Vilorio**

- Attended the Boys and Girls Club Partnership Breakfast
- Attended Laguna Beach Art Alliance Awards
- Attended Thurston Middle School Oral History presentations

**Cabinet**

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

- Thanked Leisa Winston, LaBUFA, and CSEA for positive negotiations meetings
- Commented budget development for next school year is in process
- Thanked Raymond Lee, Staff Accountant

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

- Commented negotiations are going well and appreciates the great collaborative relationships with LaBUFA and CSEA
- Thanked principals, teachers, and classified staff for their work with negotiations

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

- Thanked Thurston Middle School for presenting on NGSS
- Thanked SchoolPower for teacher grant program
- Julia Nyberg presenting to teachers
- ELA/ELD committees meeting regularly
- Congratulations to Mrs. Finnerty

**CONSENT CALENDAR**

Public Comment: None

Member Normandin moved approval of Consent Calendar items a - k. Member Brown seconded.

Discussion:

- a. Approval of Minutes – March 28, 2017
- b. Approval/Ratification of Personnel Report
- c. Approval/Ratification of Conference/Workshop Attendance
- d. Approval of Gifts – Checks Totaling \$67,461.62
- e. Approval of Agreements for Contracted Services – Special Education
- f. Approval of Interdistrict Attendance Agreements – Resident Students from Other District(s) for the 2017/2018 School Year
- g. Approval of Interdistrict Attendance Agreements – Resident Students to Other District(s) for the 2017/2018 School Year
- h. Approval/Ratification of Warrants #389811 through #389987 in the amount of \$497,936.76 Dates: 3/21/2017 through 3/30/2017
- i. Ratification of Certificated Payroll 9A in the Amount of \$2,189,949.04  
Ratification of Classified Payroll 9B in the Amount of \$705,226.87
- j. Approval of Resolution #17-05: Authorization of Signatures
- k. Approval of Resolution #17-06: Appointment of Authorized Representative to US Bank

President Vickers called for the vote.



Motion carried 4-0-1. Members Vickers, Perry, Brown, and Normandin voted to approve items a-k. Member Wolff was absent.

## **INFORMATION ITEMS**

### **Third Quarter Report of Uniform Complaints for the William Case Settlement**

Mrs. Leisa Winston stated no complaints had been filed.

### **Monthly Financial Report – February 2017**

Mr. Dixon stated this report is very similar to the recently approved second interim. He highlighted *Other Post-Employment Benefits* (OPEB), which has decreased in value.

### **Update on Next Generation Science Standards (NGSS) Programs and Activities**

Mr. Jesse Rothman, presented information on the preferred integrated model for Next Generation Science Standards at Thurston. The presentation included: 1) why the integrated model would be better for students; 2) site visits conducted by TMS staff; 3) Coordinated science path vs. 6<sup>th</sup> grade integrated science path 4) TMS team discussions; 5) Why choose preferred integrated; 6) Career ready; 7) STEM opportunities; and, 8) A “less of,” “more of” analysis.

## **ACTION ITEMS**

### **Approval of Single Plan for Student Achievement (SPSA)**

Dr. Odipo stated the Board is being asked to approve the SPSA for each school site.

Public Comment: None

Board Members asked clarifying questions.

Member Normandin moved to approve the SPSAs for each school site. Member Brown seconded.

Discussion: President Vickers summarized the SPSAs inform staff and community members on how teachers can use data; they reflect a lot of the work being done to accomplish goals and provide measurable results.

President Vickers called for the vote.

Motion carried 4-0-1. Members Vickers, Perry, Brown, and Normandin voted to approve the SPSAs. Member Wolff was absent.

### Approval of Revised Job Descriptions and Re-Classification of CSEA Positions

Mrs. Winston introduced the item stating the revisions are the result of the final reclassification meeting for this school year and contain minor changes.

Public Comment: None

Board Member Questions: Board Clerk Perry asked questions regarding the physical requirements required.

Member Normandin moved to approve the revised job descriptions and re-classification of CSEA positions as follows. Member Brown seconded.

<b>Current Position Title</b>	<b>Proposed Position Title</b>	<b>Current Salary Range</b>	<b>Proposed Salary Range</b>	<b>Revisions to Job Description</b>
a. Instructional Assistant, Classroom	No change	20 (\$ to \$ per hour)	No change	Yes
b. Instructional Assistant, Bilingual Support	No change	22 (\$ to \$ per hour)	No change	Yes
c. Instructional Assistant, Physical Education	No change	22 (\$ to \$ per hour)	No change	Yes
d. Lead Instructional Assistant, Physical Education	No change	26 (\$ to \$ per hour)	No change	Yes
e. Intervention Paraeducator	No change	30 (\$ to \$ per hour)	No change	Yes
f. Playground Supervisor	Various (duties are now included in positions a through d above)	20 (\$ to \$ per hour)	Various (hours are now included in positions a through d above)	No

Discussion: None.

President Vickers called for the vote.

Motion carried 4-0-1. Members Vickers, Perry, Brown, and Normandin voted to approve the revised job descriptions and re-classification. Member Wolff was absent.

**Approval of Revised Job Description: Director, Facilities**

Mrs. Winston introduced the item stating minor adjustments were made to the position.

Public Comment: None

Member Brown moved to approve the revised job description for the Director, Facilities. Member Normandin seconded.

Discussion: None

President Vickers called for the vote.

Motion carried 4-0-1. Members Vickers, Perry, Brown, and Normandin voted to approve the revised job description. Member Wolff was absent.

**Approval of Resolution No. 17-07 of the Laguna Beach Unified School District Adopting a Conflict of Interest Code Which Supersedes All Other Conflict of Interest Codes and Amends All Previously Adopted Resolutions.**

Dr. Vilorio introduced the item stating the position of coordinator no longer exists in the district and the conflict of interest code is being amended to reflect that.

Public Comment: None

Member Normandin moved approval of Resolution No. 17-07. Member Brown seconded.

Discussion: None

President Vickers called for the vote.

Motion carried 4-0-1. Members Vickers, Perry, Brown, and Normandin voted to approve resolution No. 17-07. Member Wolff was absent.

**Approval of Amendment #4 to Extend the May 1, 2013 Agreement for Transportation Services to American Logistics Company (ALC) to Transport Special Needs Students for Routes Out of the District From May 1, 2017 to April 30, 2018, with a Not-to-Exceed Amount of \$350,000**

Mr. Dixon introduced the item.

Public Comment: None

Member Normandin moved approval. Member Brown seconded.

Discussion: None

President Vickers called for the vote.

Motion carried 4-0-1. Members Vickers, Perry, Brown, and Normandin voted to approve amendment #4 to extend the May 1, 2013 agreement for transportation services to American Logistics Company. Member Wolff was absent

**Board Member Requests: Items for Future Meetings, Requests for Information, or General Comments**

Member Normandin thanked administrative staff at all levels for their work.

Member Brown appreciates the parents and staff involved with Destination Imagination. She announced the LBHS Honors Convocation is scheduled for June 9 and stated wards begin at 7 p.m. She also thanked TMS Teacher Sarah Schaffer for continuing the Oral History program.

Clerk Perry met with members of the Crystal Cove Alliance who shared two cottages will be made dormitory style to allow collaborative environmental studies.

President Vickers commented on a recent article regarding LBHS alumni that have made a difference in environmental awareness. She commented on the importance of bus driver and custodian recognition week. She shared that the seed packets from the water district have LBHS student artwork on them. She commented on the value and importance of CPR and AED training for staff. President Vickers also commented on the efforts in process to re-league sports teams. Laguna is hopeful to be placed into a more competitive league.

President Vickers asked if Board members should wear name/picture badges, as staff do, when visiting school sites. She also asked about the implementation plan for the new Raptor Technology

**Adjournment**

President Vickers announced the next regular meeting is May 9, 2017.

Member Normandin moved to adjourn. Member Brown seconded.

President Vickers called for the vote.

Motion carried 4-0-1. Members Vickers, Perry, Brown, and Normandin voted yes. Member Wolff was absent. The meeting adjourned at 7:29 p.m.

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Dee Perry  
Clerk of the Board  
May 9, 2017

**Laguna Beach Unified School District**

**13.b. CONSENT/ACTION**

**May 9, 2017**

**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

May 9, 2017

### I. RESIGNATIONS:

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Jacob Bach PC05HST148	High School Teacher Laguna Beach High School	June 22, 2017
Kevin Nguyen PC08EST108	Elementary School Teacher Top of the World Elementary	June 22, 2017
Patrick Pollock PC05HSST147	High School Teacher Laguna Beach High School	June 22, 2017
Alana Slavoski PC06MST125	Middle School Teacher Thurston Middle School	June 22, 2017
Johnny Vasquez PC02SP0201	School Community Liaison Central Offices	April 25, 2017
Oanh Vu PC04SDC108	SDC Teacher El Morro Elementary	June 22, 2017

### II. RETIREMENT

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Claudia Redfern PC08GC0801	Attendance & Reception Assistant Top of the World Elementary	June 30, 2017

### III. EMPLOYMENT:

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Charlotte El-Kanj PC02SC1001	Payroll Specialist District Office 0102397406-2420 Range: 39 Step: B 8 hours per day/5 days per week/12 month calendar Replaces: Tim Golden	May 8, 2017
Melissa Palino PC05SS0401	Reception & Counseling Assistant Laguna Beach High School 0105091012-2420 Range: 31 Step: A 8 hours per day/5 days per week/ 10.5 month calendar Replaces: Christie Olsen	April 10, 2017

**III. EMPLOYMENT: (cont'd)**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Michael Keller	Director, Social Emotional Support	July 1, 2017
PC09DSES01	District Office	General Fund
	010915610-1350	Probationary I
	Management Salary Schedule Step 4: \$164,362	
	8 hours per day/5 days per week/12 months per year	
	New Position Board Approved 1/24/17	

**IV. EMPLOYMENT: Student Worker**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Mia Brisker	Student Worker - Work Experience/Workability	April 4, 2017 to
	Laguna Beach High School	Special Ed Funds June 30, 2017
	0104644575-2960	\$10.50 per hour
	NTE: 50 hours	

**V. EMPLOYMENT: Stipends**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Scott Finn	Activities Director	April 7, 2017 to
	Laguna Beach High School	General Fund June 30, 2017
	0105091012-2270	NTE: \$1474.25
Lou Ann Hendrickson	Toileting Stipend	April 3, 2017 to
	Laguna Beach High School	Special Ed Funds June 22, 2017
	0104612310-2170	NTE: \$150 per month

**VI. EMPLOYMENT: 10% Extra Period Assignments 2016/17 School Year**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Scott Finn	10% Extra Period Assignment - Activities	April 7, 2017 to
	Laguna Beach High School	General Fund June 30, 2017
	0105011012-1190	Extra Duty Assignment
	Step: 15 \$6436.59 annual pay	

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

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Jeanne Brown	WASC Focus Group Lead	April 1, 2017 to
	Laguna Beach High School	General Fund March 31, 2018
	0105015875-1180	\$39.58 per hour
	NTE: 20 hours	
Chris Costley	Workability/TPP Technician	April 15, 2017
	Laguna Beach High School	Special Ed funds
	0104644575-2252	\$26.25 per hour
	NTE: 3.5 hours	
	Reason: Support for student testing	

**VII. EMPLOYMENT: Short Term Assignments - Extra Duty (cont'd)**

<b><u>Name:</u></b>	<b><u>Position/Site:</u></b>	<b><u>Effective Date:</u></b>
Jeffrey Dippel	Adult Ed ESL Teacher Thurston Middle School 119014680-1130 NTE: 40 hours Reason: Curriculum prep for summer and CASAS reporting	Geeral Fund \$39.58 per hour April 3, 2017 to September 5, 2017
Barbara Garcia	Instructional Assistant, Bilingual Laguna Beach High School 0105011500-2110 NTE: 22 hours Reason: Support new English learner student	General Fund \$25.815 per hour March 1, 2017 to April 14, 2017
Samantha Gardner	WASC Focus Group Lead Laguna Beach High School 0105015875-1180 NTE: 20 hours	General Fund \$39.58 per hour April 1, 2017 to March 31, 2018
Jim Garvey	WASC Focus Group Lead Laguna Beach High School 0105015875-1180 NTE: 20 hours	General Fund \$39.58 per hour April 1, 2017 to March 31, 2018
Heather Hanson	WASC Focus Group Lead Laguna Beach High School 0105015875-1180 NTE: 20 hours	General Fund \$39.58 per hour April 1, 2017 to March 31, 2018
Elizabeth Harris	Fast Forward After School Program El Morro Elementary 0107011005-1130 NTE: 28 hours	General Fund \$39.58 per hour December 1, 2017 to May 25, 2017
Alonda Hartford	Breaker Advance Prep Laguna Beach High School 0105014730-1180 NTE: 10 hours	General Fund \$39.58 per hour July 10, 2017 to July 14, 2017
Alonda Hartford	Breaker Advance Laguna Beach High School 0105014730-1180 NTE: 25 hours	General Fund \$45.23 per hour July 10, 2017 to July 14, 2017
Dawn Hunnicutt	WASC Focus Group Lead Laguna Beach High School 0105015875-1180 NTE: 20 hours	General Fund \$39.58 per hour April 1, 2017 to March 31, 2018



**VII. EMPLOYMENT: Short Term Assignments - Extra Duty (cont'd)**

<b><u>Name:</u></b>	<b><u>Position/Site:</u></b>	<b><u>Effective Date:</u></b>
Cyndi Kimball	Transition Services Coordinator Laguna Beach High School 0104644575-2252 NTE: 4 hours Reason: Oversee students job coaching	April 22, 2017 to June 10, 2017 Special Ed funds \$26.25 per hour
Elizabeth Klein	Instructional Support Laguna Beach High School 0102011200-1130 NTE: 10 hours	April 10, 2017 to April 14, 2017 Special Ed funds \$26.25 per hour
Kris Landrum	After School Homework Club Top of the World Elementary 0104612310-2145 NTE: 8 hours Reason: Assist student in Homework Club	March 27, 2017 to May 22, 2017 Special Ed funds \$26.25 per hour
Cynthia LeMottee	Instructional Assistant, Special Ed Laguna Beach High School 0104602120-2115 NTE: 8 hours Reason: Assist student in Homework Club	April 10, 2017 to June 9, 2017 Special Ed funds \$26.25 per hour
Hayley McLellan	Breaker Advance Prep Laguna Beach High School 0105014730-1180 NTE: 10 hours	July 10, 2017 to July 14, 2017 General Fund \$39.58 per hour
Hayley McLellan	Breaker Advance Laguna Beach High School 0105014730-1180 NTE: 25 hours	July 10, 2017 to July 14, 2017 General Fund \$45.23 per hour
Parta Perkins	WASC Focus Group Lead Laguna Beach High School 0105015875-1180 NTE: 20 hours	April 1, 2017 to March 31, 2018 General Fund \$39.58 per hour
Sarah Perrault Hopper	WASC Focus Group Lead Laguna Beach High School 0105015875-1180 NTE: 20 hours	April 1, 2017 to March 31, 2018 General Fund \$39.58 per hour

**VII. EMPLOYMENT: Short Term Assignments - Extra Duty (cont'd)**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Triana Ramazan	Fast Forward After School Program El Morro Elementary 0107011005-1130 NTE: 28 hours	December 1, 2017 to May 25, 2017 General Fund \$39.58 per hour
Yadhira Rojas	CELDT Summer Testing Central Offices 0102011500-1110 NTE: 45.5 hours	June 26, 2017 to August 28, 2017 General Fund \$39.58 per hour
Yadhira Rojas	August Professional Development Prep Central Offices 0102011500-1110 NTE: 40 hours	June 26, 2017 to August 28, 2017 General Fund \$39.58 per hour
Lila Samia	WASC Focus Group Lead Laguna Beach High School 0105015875-1180 NTE: 20 hours	April 1, 2017 to March 31, 2018 General Fund \$39.58 per hour
See Employee List	Kindergarten Planning and Implementation Meetings El Morro/Top of the World 0102015380-1130 NTE: 3 hours each Megan Bartlett, Brooke Bismack, Mary Blanton, Jenny Carlson, Rosie Haynes, Tami Mays, Gretchen Sjule	February 1, 2017 to June 20, 2017 General Fund \$39.58 per hour
See Employee List	5th Grade Parent Night Presentation Thurston Middle School 0106011008-1130 NTE: 1 hour each Employees: Maria Hoffman, Megan Matthias, Jesse Rothman, Sarah Schaeffer	March 14, 2017 General Fund \$39.58 per hour
See Employee List	NGSS Implementation Planning Thurston Middle School 0102015380-1130 NTE: 20 hours each Employees: Bjorn Avila, Linda Hill-Lindsay, Ina Inouye, Jesse Rothman, Richard Selin	April 1, 2017 to June 30, 2017 General Fund \$39.58 per hour

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

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

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

<b><u>Name:</u></b>	<b><u>Position/Site:</u></b>	<b><u>Effective Date:</u></b>
Emily Crouch	Guest Choreographer Laguna Beach High School 0102315890-2970	January 1, 2017 to May 31, 2017 PA Funds NTE: \$750
Amanda Gardner	Guest Choreographer Laguna Beach High School 0102315890-2970	January 1, 2017 to May 31, 2017 PA Funds NTE: \$750
Paul Nygro	Guest Choreographer Thurston Middle School 0102315890-2970	April 1, 2017 to June 30, 2017 PA Funds NTE: \$2500
Roxanna Ward	Musical Director Thurston Middle School 0102315890-2970	April 1, 2017 to June 30, 2017 PA Funds NTE: \$2500

**X. EMPLOYMENT: Short Term Assignments - ASB Funds**

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

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

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

**Fall Sports Calendar 2016/17:**

Pre-Season:	July 5 - July 29, 2016
In-Season:	August 1 - November 4, 2016
CIF Playoff:	November 7 - December 3, 2016

**Winter Sports Calendar 2016/17:**

Pre-Season:	September 5 - November 4, 2016
In-Season:	November 7 - February 10, 2017
CIF Playoff:	February 13 to March 4, 2017

**XI. EMPLOYMENT/RELEASES: Short Term Assignments - Coaches/General Fund (cont'd)**

**Spring Sports Calendar 2016/17:**

Pre-Season:	November 7 - February 10, 2017
In-Season:	February 13 - May 12, 2017
CIF Playoff:	May 15 to June 3, 2017

**Employment:**

None

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

Work Site: Laguna Beach High School

Booster Account: 0105315310-1185/2140

**Fall Sports Calendar 2016/17:**

Pre-Season: July 5 - July 29, 2016  
In-Season: August 1 - November 4, 2016  
CIF Playoff: November 7 - December 3, 2016

**Winter Sports Calendar 2016/17:**

Pre-Season: September 5 - November 4, 2016  
In-Season: November 7 - February 10, 2017  
CIF Playoff: February 13 to March 4, 2017

**Spring Sports Calendar 2016/17:**

Pre-Season: November 7 - February 10, 2017  
In-Season: February 13 - May 12, 2017  
CIF Playoff: May 15 to June 3, 2017

**Soccer - Boys**

<b><u>Name:</u></b>	<b><u>Position:</u></b>	<b><u>Stipend:</u></b>
Dan Richards	Head Coach, Post Season	\$2,500.00

**Swimming - Girls**

<b><u>Name:</u></b>	<b><u>Position:</u></b>	<b><u>Stipend:</u></b>
Kari Damato	Assistant Coach, In Season	\$1,000.00

**Waterpolo - Boys**

<b><u>Name:</u></b>	<b><u>Position:</u></b>	<b><u>Stipend:</u></b>
Trevor Lyle	Head Coach, Winter Post Season	\$3,500.00
Trevor Lyle	Head Coach, Spring Post Season	\$3,500.00
Ethan Damato	Assistant Coach, Spring Post Season	\$2,500.00
Ethan Damato	Assistant Coach, Winter Post Season	\$2,500.00
Nathan McConnell	Assistant Coach, Winter Post Season	\$3,000.00

**XIII. SUBSTITUTES: Employment and Resignations****Resignations - Substitute Teachers & Classified Substitutes:**

<b><u>Name:</u></b>	<b><u>Name:</u></b>	<b><u>Effective:</u></b>
Darien Burwell	Substitute Teacher	April 10, 2017
Braden Parker	Substitute Teacher	April 10, 2017

## **Laguna Beach Unified School District**

### **13.c. CONSENT/ACTION**

**May 9, 2017**

#### **Approval/Ratification: Conference/Workshop Attendance**

Debra Appel - "CASBO 2017 Annual Conference" - April 13-15, 2017. Long Beach, CA. Nutrition attendees gained knowledge on state updates, commodity entitlements, getting the best value for your program, and effectively marketing the nutrition program.

Fiscal Impact:

\$ 1,095.00	Registration
\$ 137.05	Transportation
\$ 100.00	Meals
\$ 1,332.05	TOTAL

Account #1302277426 - 5220 Nutrition - Travel & Conference

Shannon Soto - "WE-Tip 2017 Annual National Conference" - April 20, 2017. Ontario, CA. The annual conference provides awareness and education regarding school crimes and concerns effecting schools and communities.

Fiscal Impact: No Cost

Irene White and Debby Nash - "SEIS 2.0 Training" – April 26, 2017. Irvine, CA. Changes in SEIS systems will be presented..

Fiscal Impact:

\$ 31.24	Transportation
\$ 31.24	TOTAL

Account #0104613150 - 5220 Special Education - Travel & Conference

Jeff Dippel - "AEBG Spring 2017 Professional Development Day" - April 28, 2017. Irvine, CA. LBUSD is in a consortium with Irvine Valley College, Irvine USD, Tustin USD, Saddleback USD and Capistrano Valley USD to support the adult education block grant. This training will recognize the consortium progress since AB86, and create collaborative and exciting plans for the future.

Fiscal Impact:

\$ 146.00	Transportation
\$ 146.00	TOTAL

Account #1119014680 - 5220 Adult Education Block Grant - Travel & Conference

Alysia Odipo, Amy Kernan, Yadhira Rojas, and Dustin Gowan - "Instructional Practice Guide Network" - May 4, September 22, November 2, 2017 and January 25 and March 15, 2018. Huntington Beach and Costa Mesa, CA. Attendees will gain support in implementing newly adopted instructional materials for ELA/ELD.

Fiscal Impact:

\$ 230.00	Transportation
\$ 230.00	TOTAL

Account #0109397150 - 5220 Instruction - Travel & Conference

Cyndi Kimball - "Workability Government Relations Committee Meeting" - May 7-8, 2017. Sacramento, CA. Attendees will learn to maximize instruction by working with others and to improve current practices.

Fiscal Impact:

\$	351.96	Transportation
\$	182.85	Lodging
\$	50.00	Meals
\$	584.41	TOTAL

Account #0104644575- 5220 Workability - Travel & Conference

Ketta Brown, Jason Vilorio, Alysia Odipo, Chris Duddy, Yadhira Rojas, Mary Blanton, Debbie Finnerty, Cheri David, Kim Krause, and Marissa Hoffman - "ELD 5<sup>th</sup> Annual Language Learner Celebration" - May 11, 2017. Tustin CA. This event recognizes individuals from across Orange County who have made significant contributions in promoting success for Language learners. Debbie Finnerty will be recognized.

Fiscal Impact:

\$	405.00	Registration
\$	405.00	TOTAL

Account #0109397150 - 5220 Instruction - Travel & Conference

Dustin Gowan and Laura Silver - "Effective and Sustainable Co-Teaching" - May 16-17, 2017. Costa Mesa, CA. Attendees will learn to maximize instruction by working with others and to improve current practices.

Fiscal Impact:

\$	600.00	Registration
\$	60.80	Transportation
\$	250.00	Substitutes
\$	910.80	TOTAL

Account #0102015380 - 5220 Staff Development - Travel & Conference

Account #0102015380 - 1190 Staff Development - Substitutes

Yadhira Rojas and Marissa Hoffman - "What Every Interpreter/Translator Should Know" - May 24, 2017, Costa Mesa, CA. This conference was previously approved on April 11, 2017. There is a change to the date of attendance, which was originally April 13. The costs will not be reapproved.

Fiscal Impact: No additional impact

Alysia Odipo, Amy Kernan, Dustin Gowan, Kathleen Margaretich, Jacquie Cohn, Jesse Rothman and two LBHS teachers to be determined - "Using the California Framework to Implement the Next Generation Science Standards" - June 7-8, 2017. Norwalk, CA. Teachers and instructional staff will be given in-depth information and training on the latest NGSS from the California Department of Education. Sessions will include framework, assessment, secondary course sequencing and phenomena.

Fiscal Impact:

\$	2,000.00	Registration
\$	486.00	Transportation
\$	1,250.00	Substitutes
\$	3,736.00	TOTAL

Account #0102015380 - 5220 Staff Development - Travel & Conference

Alysia Odipo - "Women in Educational Leadership Institute" - June 16-17 and September 8-9, 2017, and January 6, 2018. San Marcos, CA. The institute is designed to engage, empower, and connect women from across the region. Sessions are presented by successful women who model the keys to effective leadership.

Fiscal Impact:

\$ 575.00	Registration
\$ 200.00	Transportation
\$ 400.00	Lodging
\$ 50.00	Meals
\$ 1,225.00	TOTAL

Account #0109397150- 5220 Instruction- Travel & Conference

Tami Mays - "EC – PBIS Summer Symposium" - August 11, 2017. Huntington Beach, CA. The summer symposium focus is aligning early childhood-PBIS and Schoolwide-PBIS in early learning years.

Fiscal Impact:

\$ 150.00	Registration
\$ 65.00	Transportation
\$ 320.00	Lodging
\$ 535.00	TOTAL

Account #0109397150- 5220 Instruction- Travel & Conference

Leisa Winston - "ACSA Leadership Summit/ACSA/CAPEA Committee" - November 1-3, 2017. San Jose, CA. The leadership summit is ACSA's premier professional development event and provides opportunities for invaluable networking and professional development on current critical leadership and educational issues.

Fiscal Impact:

\$ 299.00	Registration
\$ 300.00	Transportation
\$ 650.00	Lodging
\$ 150.00	Meals
\$ 80.00	Parking
\$ 1,479.00	TOTAL

Account #0110397140- 5220 Human Resources- Travel & Conference

**Total Expenses: \$9,643.50**

**Laguna Beach Unified School District**

**13.d. CONSENT/ACTION**

**May 9, 2017**

**Approval: Student Field Trips**

**Proposal**

Staff proposes the Board of Education approve the following student field trip:

**1. Thurston Middle School**

Destination:	Destination Imagination – Global Finals – Knoxville, TN
Date:	May 23 – 28, 2017
Chaperone(s):	Parents
Cost to Student:	Parents covering
Number of Students:	TBD
Transportation:	Air via parents
Accommodations:	Parents responsible

Students will participate in the global finals with schools from across the world.

**2. Laguna Beach High School**

Destination:	Destination Imagination – Global Finals – Knoxville, TN
Date:	May 24 – 28, 2017
Chaperone(s):	Parents
Cost to Student:	Parents Covering
Number of Students:	4
Transportation:	Air via parents
Accommodations:	Parents responsible

Students will participate in the global finals with schools from across the world.

**3. Laguna Beach High School**

Destination:	Stanford Boys Cross Country Tournament
Date:	September 28 – October 1, 2017
Chaperone(s):	Scott Wittkop, Kevin Tovar, and Jennifer Orr
Cost to Student:	\$350.00
Number of Students:	TBD
Transportation:	Automobile
Accommodations:	Stanford Park Hotel

Students will participate in a regional athletic competition.



#### **4. Laguna Beach High School**

Destination: Lolani Cross Country Invitational, HI  
Date: September 13-17, 2017  
Chaperone(s): Scott Wittkop, Scott Lalim and TBD  
Cost to Student: \$1,100  
Number of Students: 16-32  
Transportation: Air  
Accommodations: Queen Kapiolani

Students will participate in the Lolani Invitational to gain a cultural experience, bond as teammates, and compete against teams from Hawaii.

#### **5. Laguna Beach High School**

Destination: Clovis Cross Country Invitational  
Date: October 6-7, 2017  
Chaperone(s): Scott Lalim and Mark Harris  
Cost to Student: \$0  
Number of Students: 7 - 12  
Transportation: Automobile  
Accommodations: Best Western

Students will participate in a regional athletic competition against the State's best teams.

#### **6. Laguna Beach High School**

Destination: Castaic Lake Cross Country Invitational  
Date: October 7 – 8, 2017  
Chaperone(s): Scott Wittkop and Kevin Tovar  
Cost to Student: \$0  
Number of Students: 40  
Transportation: Charter Bus  
Accommodations: Days Inn

Students will participate in a regional athletic competition.

#### **7. Laguna Beach High School**

Destination: Clovis Cross Country Invitational  
Date: October 13-14, 2017  
Chaperone(s): Scott Wittkop and Kevin Tovar  
Cost to Student: \$0  
Number of Students: 40-50  
Transportation: Charter Bus  
Accommodations: Picadilly Inn

Students will participate in a regional athletic competition.

## **8. Laguna Beach High School**

Destination:	CIF Cross Country Finals
Date:	November 17-18, 2017
Chaperone(s):	Scott Lalim and Mark Harris
Cost to Student:	\$0
Number of Students:	10
Transportation:	Automobile
Accommodations:	Courtyard, Riverside

Students will participate in CIF Finals.

### **Background**

The principals of Laguna Beach High School and Thurston Middle School have 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**

**May 9, 2017**

**Approval: Acceptance of Gifts – Checks Totaling \$164,290.00**

**Proposal**

Staff proposes the Board of Education accept the following gift(s) to the District – checks totaling \$164,290.00.

**Background**

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

**Recommended Action**

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

<b>Type of Gift</b>	<b>Donor</b>	<b>Amount/Gift</b>	<b>Disposition</b>
Check	SchoolPower (Fund a Need)	\$159,270.00	Help fund two Student Support Specialist and Interns
Check	SchoolPower	\$5,020.00	Allocations/Grants
<b>Total</b>		<b>\$164,290.00</b>	

**13.f. ACTION**

**May 9, 2017**

**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**

**Contracts - May 9, 2017**

<b><u>Contractor</u></b>	<b><u>Description of Services</u></b>	<b><u>Term</u></b>	<b><u>Funding</u></b>	<b><u>Cost</u></b>
Parent Reimbursement/ Legal	Reimbursement per settlement agreement dtd 4/24/17 for educational placement for a special education student	01/18/17- 06/22/17	Parent Reimbursement/ Legal 0104632900-5878	\$15,000

**Laguna Beach Unified School District**

**13.g. CONSENT/ACTION**

**May 9, 2017**

**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 – May 9, 2017**

<b>Contractor</b>	<b>Description of Services</b>	<b>Term</b>	<b>Funding</b>	<b>Cost</b>
Filewave	Mobile Device Management Software	07/01/17 – 06/30/18 Renew	01134571755805	\$11,472.00
Donoma Software	Visual Voicemail	07/01/17 – 06/30/18 Renew	01134571755805	\$3,375.00
OCDE	Internet Access Agreement (if we choose to use OCDE)	07/01/17 – 06/30/18 Renew	N/A	0
OPTIV	Aruba ClearPass SME Services (Wireless Security Services)	07/01/17 – 06/30/18 New	01134571755832	\$10,000.00
Resilient	Smartnet Upgrades (Voice licensing and support)	07/01/17 – 06/30/18 Renew	01134571755805	\$9,604

**Laguna Beach Unified School District**

**13.h. CONSENT/ACTION**

**May 9, 2017**

**Approval: Warrants #389988 Through #390251 In The Amount of \$1,552,467.32**  
**Dates: 3/31/2017 through 4/28/2017**

**Proposal**

Staff proposes the Board of Education approve/ratify Warrants #389988 through #390251 in the amount of \$1,552,467.32.

**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 2016/2017 District Operating Budgets.

**Recommended Action**

Staff recommends the Board of Education approve/ratify the warrants in the amount of \$1,552,467.32.



SELECT Check ID's and Numbers: 760 ; Check Dates: 033117

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00389988	03/31/17	BLICK ART MATERIALS	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	19.18
						CHECK TOTAL:	19.18
00389989	03/31/17	First Student Inc.	CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	3,411.17
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	2,384.77
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	1,325.27
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311012	5865	CHARTER BUS-ATHLETIC/FIE	474.43
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	1,170.20
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311012	5865	CHARTER BUS-ATHLETIC/FIE	386.31
			CHARTER BUS-ATHLETIC/FIELD TRP	0105015060	5865	CHARTER BUS-ATHLETIC/FIE	551.96
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	2,887.73
						CHECK TOTAL:	12,591.84
00389990	03/31/17	Go Rent-A-Van	CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	279.88
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	280.13
						CHECK TOTAL:	560.01
00389991	03/31/17	It's Your Delivery	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	86.40
						CHECK TOTAL:	86.40
00389992	03/31/17		PARENT REIMBURSEMENT (LEGAL)	0104632900	5878	PARENT REIMBURSEMENT (LE	2,740.00
						CHECK TOTAL:	2,740.00
00389993	03/31/17	Jim's Music Center Inc	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	27.01
						CHECK TOTAL:	27.01
00389994	03/31/17	Laguna Playhouse	4/6-CHARLOTTE'S WEB	0107011005	5860	MISC OUTSIDE VENDOR	500.00
			5/10 -BY THE GREAT HORN SPOON	0107011005	5860	MISC OUTSIDE VENDOR	500.00
						CHECK TOTAL:	1,000.00
00389995	03/31/17	NATIONAL SPORTS APPARE	MATERIALS & SUPPLIES-INSTRUCT	0105011075	4310	MATERIALS & SUPPLIES-INS	626.20
						CHECK TOTAL:	626.20
00389996	03/31/17	Shay, Brian	CONSULTANTS-INSTRUCTIONAL	0102013080	5830	CONSULTANTS-INSTRUCTIONA	2,914.40
						CHECK TOTAL:	2,914.40
00389997	03/31/17	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	284.91
						CHECK TOTAL:	284.91
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							20,849.95
GRAND TOTAL							20,849.95

SELECT Check ID's and Numbers: 76@ ; Check Dates: 040317

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00389998	04/03/17	Dan's Thermal Services	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	380.22
						CHECK TOTAL:	380.22
00389999	04/03/17	Eva Boni-Bodrogi	TRAVEL & CONFERENCE	0104292600	5220	TRAVEL & CONFERENCE	110.53
						CHECK TOTAL:	110.53
00390000	04/03/17	Ganahl Lumber	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	10.32
						CHECK TOTAL:	10.32
00390001	04/03/17	Greenwalt, Jayne	TRAVEL & CONFERENCE	0104292600	5220	TRAVEL & CONFERENCE	495.59
						CHECK TOTAL:	495.59
00390002	04/03/17	KIMBALL, CYNDI	MILEAGE REIMBURSEMENT	0104033200	5210	MILEAGE REIMBURSEMENT	64.52
						CHECK TOTAL:	64.52
00390003	04/03/17	Laguna Beach Water Dis	WATER - UTILITIES	0105477409	5530	WATER - UTILITIES	394.99
			WATER - UTILITIES	0105477409	5530	WATER - UTILITIES	943.30
			WATER - UTILITIES	0105477409	5530	WATER - UTILITIES	976.01
						CHECK TOTAL:	2,314.30
00390004	04/03/17	National Construction	RENTAL EXPENSE	0105477408	5620	RENTAL EXPENSE	170.55
						CHECK TOTAL:	170.55
00390005	04/03/17	Quirarte, Stacy	TRAVEL & CONFERENCE	0102014011	5220	TRAVEL & CONFERENCE	158.69
						CHECK TOTAL:	158.69
00390006	04/03/17	SAFE SCHOOLS CONFERENC	TRAVEL & CONFERENCE	0102397406	5220	TRAVEL & CONFERENCE	349.00
						CHECK TOTAL:	349.00
00390007	04/03/17	Waste Management of OC	TRASH - UTILITIES	0108477409	5540	TRASH - UTILITIES	429.64
			TRASH - UTILITIES	0105477409	5540	TRASH - UTILITIES	1,403.16
			TRASH - UTILITIES	0107477409	5540	TRASH - UTILITIES	429.64
			TRASH - UTILITIES	0106477409	5540	TRASH - UTILITIES	604.60
			TRASH - UTILITIES	0102477409	5540	TRASH - UTILITIES	275.33
			TRASH - UTILITIES	0105477409	5540	TRASH - UTILITIES	180.58
						CHECK TOTAL:	3,322.95

TOTAL FOR STOCK 76 Laguna Beach's check stock ID 7,376.67

GRAND TOTAL

7,376.67

LAGUNA BEACH USD                      04/04/17                      Commercial Check Register                      Page 1  
TUE, APR 04, 2017, 8:23 AM --req: ADMIN-----leg: 76 -----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

SELECT Check ID's and Numbers: 76@ ; Check Dates: 040417

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390008	04/04/17	Blue Shield of Califor	HEALTH & WELFARE,CLASSIFIED	0102397400	3402	HEALTH & WELFARE,CLASSIF	78,733.39
			HEALTH & WELFARE, CERTIFICATED	0102017400	3401	HEALTH & WELFARE, CERTIF	159,852.64
						CHECK TOTAL:	238,586.03
00390009	04/04/17	Jun Shen	TRAVEL & CONFERENCE	0113017175	5220	TRAVEL & CONFERENCE	172.14
						CHECK TOTAL:	172.14
00390010	04/04/17	MORRISON, MICHAEL	TRAVEL & CONFERENCE	0113457175	5220	TRAVEL & CONFERENCE	46.60
			TRAVEL & CONFERENCE	0113457175	5220	TRAVEL & CONFERENCE	144.91
						CHECK TOTAL:	191.51
00390011	04/04/17	Office Depot	GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	188.20
						CHECK TOTAL:	188.20
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							239,137.88
GRAND TOTAL							239,137.88

SELECT Check ID's and Numbers: 760 ; Check Dates: 040617

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390012	04/06/17	5M Contracting Inc.	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	3,600.00
						CHECK TOTAL:	3,600.00
00390013	04/06/17	ANCHOR ELECTRIC	ELECTRICAL REPAIRS	0106477408	5661	ELECTRICAL REPAIRS	305.00
			ELECTRICAL REPAIRS	0102477408	5661	ELECTRICAL REPAIRS	230.00
						CHECK TOTAL:	535.00
00390014	04/06/17	Blue Ice Air and Heati	HVAC	0105477408	5660	HVAC	770.00
						CHECK TOTAL:	770.00
00390015	04/06/17	Digital Networks Group	CONTRACT SERVICES	0102477408	5610	CONTRACT SERVICES	9,119.30
						CHECK TOTAL:	9,119.30
00390016	04/06/17	Durham School Services	SUBAGREEMENTS FOR SERVICES	0102256700	5100	SUBAGREEMENTS FOR SERVIC	1,319.85
						CHECK TOTAL:	1,319.85
00390017	04/06/17	Express Pipe & Supply	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	72.31
						CHECK TOTAL:	72.31
00390018	04/06/17	Frontier California In	TELEPHONE SERVICE	0102477409	5920	TELEPHONE SERVICE	240.77
						CHECK TOTAL:	240.77
00390019	04/06/17	Ganahl Lumber	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	3.40
						CHECK TOTAL:	3.40
00390020	04/06/17	Hunnicutt, Dawn	TRAVEL & CONFERENCE	0105011012	5220	TRAVEL & CONFERENCE	781.92
						CHECK TOTAL:	781.92
00390021	04/06/17	Klein, Elizabeth	TRAVEL & CONFERENCE	0104292600	5220	TRAVEL & CONFERENCE	231.85
						CHECK TOTAL:	231.85
00390022	04/06/17	Lila Samia	TRAVEL & CONFERENCE	0104292600	5220	TRAVEL & CONFERENCE	33.17
						CHECK TOTAL:	33.17
00390023	04/06/17	PILON, ANGELA	TRAVEL & CONFERENCE	0105011012	5220	TRAVEL & CONFERENCE	114.30
						CHECK TOTAL:	114.30
00390024	04/06/17	PITNEY BOWES GLOBAL FI	RENTAL EXPENSE	0102397400	5620	RENTAL EXPENSE	231.91
						CHECK TOTAL:	231.91
00390025	04/06/17	Smardan Supply Co	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	718.90
						CHECK TOTAL:	718.90
00390026	04/06/17	Stinnett, Mary	TRAVEL & CONFERENCE	0107011005	5220	TRAVEL & CONFERENCE	278.46

SELECT Check ID's and Numbers: 76@ ; Check Dates: 040617

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
CHECK TOTAL:							278.46
00390027	04/06/17	Waste Management of OC	TRASH - UTILITIES	0102477409	5540	TRASH - UTILITIES	60.71
CHECK TOTAL:							60.71
00390028	04/06/17	A&R Wholesale Distribu	FOOD	1302277426	4700	FOOD	108.36
			FOOD	1302277426	4700	FOOD	179.43
			FOOD	1302277426	4700	FOOD	72.90
			FOOD	1302277426	4700	FOOD	1,088.88
			FOOD	1302277426	4700	FOOD	462.46
			FOOD	1302277426	4700	FOOD	67.50
			FOOD	1302277426	4700	FOOD	763.01
			FOOD	1302277426	4700	FOOD	72.16
			FOOD	1302277426	4700	FOOD	132.27
			FOOD	1302277426	4700	FOOD	145.49
			FOOD	1302277426	4700	FOOD	1,542.69
CHECK TOTAL:							4,635.15
00390029	04/06/17	Bread Artisan Bakery L	FOOD	1302277426	4700	FOOD	152.13
CHECK TOTAL:							152.13
00390030	04/06/17	Gold Star Foods	FOOD	1302277426	4700	FOOD	385.80
			FOOD	1302277426	4700	FOOD	736.93
			FOOD	1302277426	4700	FOOD	433.04
			FOOD	1302277426	4700	FOOD	696.96
			FOOD	1302277426	4700	FOOD	56.64
			FOOD	1302277426	4700	FOOD	-29.18
			FOOD	1302277426	4700	FOOD	1,288.70
			FOOD	1302277426	4700	FOOD	75.16
			FOOD	1302277426	4700	FOOD	744.91
			FOOD	1302277426	4700	FOOD	108.99
CHECK TOTAL:							4,497.95
00390031	04/06/17	Hollandia Dairy Inc	FOOD	1302277426	4700	FOOD	209.33
			FOOD	1302277426	4700	FOOD	65.20
			FOOD	1302277426	4700	FOOD	110.62
			FOOD	1302277426	4700	FOOD	25.96
			FOOD	1302277426	4700	FOOD	65.47
			FOOD	1302277426	4700	FOOD	65.20
			FOOD	1302277426	4700	FOOD	29.14
			FOOD	1302277426	4700	FOOD	264.01
			FOOD	1302277426	4700	FOOD	141.27
			FOOD	1302277426	4700	FOOD	142.78
			FOOD	1302277426	4700	FOOD	130.95

SELECT Check ID's and Numbers: 760 ; Check Dates: 040617

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	123.02
			FOOD	1302277426	4700	FOOD	131.03
			FOOD	1302277426	4700	FOOD	26.53
			FOOD	1302277426	4700	FOOD	118.06
			FOOD	1302277426	4700	FOOD	86.94
						CHECK TOTAL:	1,735.51
00390032	04/06/17	Mandarin King	FOOD	1302277426	4700	FOOD	220.00
			FOOD	1302277426	4700	FOOD	280.00
						CHECK TOTAL:	500.00
00390033	04/06/17	STIX HOLDINGS LLC	FOOD	1302277426	4700	FOOD	103.50
			FOOD	1302277426	4700	FOOD	189.75
			FOOD	1302277426	4700	FOOD	103.50
						CHECK TOTAL:	396.75
00390034	04/06/17	SUNRISE PRODUCE	FOOD	1302277426	4700	FOOD	15.94
			FOOD	1302277426	4700	FOOD	-3.36
			FOOD	1302277426	4700	FOOD	36.44
			FOOD	1302277426	4700	FOOD	22.38
			FOOD	1302277426	4700	FOOD	123.98
			FOOD	1302277426	4700	FOOD	97.54
			FOOD	1302277426	4700	FOOD	179.92
			FOOD	1302277426	4700	FOOD	49.36
			FOOD	1302277426	4700	FOOD	40.18
			FOOD	1302277426	4700	FOOD	3.78
			FOOD	1302277426	4700	FOOD	48.93
			FOOD	1302277426	4700	FOOD	58.31
			FOOD	1302277426	4700	FOOD	105.33
						CHECK TOTAL:	778.73
00390035	04/06/17	Z PIZZA INC	FOOD	1302277426	4700	FOOD	60.00
			FOOD	1302277426	4700	FOOD	120.00
			FOOD	1302277426	4700	FOOD	60.00
			FOOD	1302277426	4700	FOOD	120.00
			FOOD	1302277426	4700	FOOD	144.00
			FOOD	1302277426	4700	FOOD	168.00
			FOOD	1302277426	4700	FOOD	198.00
						CHECK TOTAL:	870.00

TOTAL FOR STOCK 76 Laguna Beach's check stock ID 31,678.07

GRAND TOTAL

31,678.07

SELECT Check ID's and Numbers: 76@ ; Check Dates: 041017

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390036	04/10/17	BARKSHIRE LASER LEVELI	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	400.00
			CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	6,500.00
						CHECK TOTAL:	6,900.00
00390037	04/10/17	BrightView Landscape S	LANDSCAPE/IRRIGATION	0106477409	5680	LANDSCAPE/IRRIGATION	644.45
			LANDSCAPE/IRRIGATION	0105477408	5680	LANDSCAPE/IRRIGATION	451.64
						CHECK TOTAL:	1,096.09
00390038	04/10/17	Burnham Benefits Insur	HEALTH & WELFARE, CLASSIFIED	0102397400	3402	HEALTH & WELFARE, CLASSIF	1,650.00
			HEALTH & WELFARE, CERTIFICATED	0102017400	3401	HEALTH & WELFARE, CERTIF	3,350.00
						CHECK TOTAL:	5,000.00
00390039	04/10/17	CALIFORNIA SCHOOLS EMP	HEALTH & WELFARE, CLASSIFIED	0102397400	3402	HEALTH & WELFARE, CLASSIF	1,155.54
			HEALTH & WELFARE, CERTIFICATED	0102017400	3401	HEALTH & WELFARE, CERTIF	19,554.23
			HEALTH & WELFARE, CLASSIFIED	0102397400	3402	HEALTH & WELFARE, CLASSIF	9,631.19
			HEALTH & WELFARE, CERTIFICATED	0102017400	3401	HEALTH & WELFARE, CERTIF	354.77
			HEALTH & WELFARE, CLASSIFIED	0102397400	3402	HEALTH & WELFARE, CLASSIF	174.73
			HEALTH & WELFARE, CERTIFICATED	0102017400	3401	HEALTH & WELFARE, CERTIF	2,346.09
						CHECK TOTAL:	33,216.55
00390040	04/10/17	KYA SERVICES LLC	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	3,563.61
						CHECK TOTAL:	3,563.61
00390041	04/10/17	Neal, Lance	REFRESHMENTS - NOT FOOD SERV	0101377350	4325	REFRESHMENTS - NOT FOOD	76.55
						CHECK TOTAL:	76.55
00390042	04/10/17	Southern Calif Gas Co.	UTILITIES - HEAT	0105477409	5510	UTILITIES - HEAT	29.38
						CHECK TOTAL:	29.38
00390043	04/10/17	Southern California Ed	LIGHT & POWER	0105477409	5520	LIGHT & POWER	2,806.26
			LIGHT & POWER	0102477409	5520	LIGHT & POWER	1,254.65
			LIGHT & POWER	0105477409	5520	LIGHT & POWER	5,206.83
			LIGHT & POWER	0102477409	5520	LIGHT & POWER	79.30
			LIGHT & POWER	0102477409	5520	LIGHT & POWER	25.89
			LIGHT & POWER	0102477409	5520	LIGHT & POWER	971.92
			LIGHT & POWER	0105477409	5520	LIGHT & POWER	250.80
			LIGHT & POWER	0107477409	5520	LIGHT & POWER	24.36
			LIGHT & POWER	0106477409	5520	LIGHT & POWER	6,001.18
						CHECK TOTAL:	16,621.19
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							66,503.37
GRAND TOTAL							66,503.37

SELECT Check ID's and Numbers: 76@ ; Check Dates: 041117

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390044	04/11/17	Abby Rozenberg	MARCH 2017	0104632900	5887	SPEECH THERAPY	1,000.00
						CHECK TOTAL:	1,000.00
00390045	04/11/17	ALL CITY MANAGEMENT SE	MISC OUTSIDE VENDOR	0106098040	5860	MISC OUTSIDE VENDOR	685.60
						CHECK TOTAL:	685.60
00390046	04/11/17	AVILA, BJORN	TRAVEL & CONFERENCE	0106091008	5220	TRAVEL & CONFERENCE	471.93
						CHECK TOTAL:	471.93
00390047	04/11/17		MARCH 2017 -SOCIAL SKILLS	0104072000	5878	PARENT REIMBURSEMENT (LE	280.00
			MARCH 2017 - MILEAGE	0104256700	5880	TRANSPORTATION-IN LIEU	61.76
			MARCH 2017	0104072000	5878	PARENT REIMBURSEMENT (LE	577.50
						CHECK TOTAL:	919.26
00390048	04/11/17		APRIL 2017 -AIDE	0104632900	5878	PARENT REIMBURSEMENT (LE	2,925.00
			APRIL 2017	0104632900	5878	PARENT REIMBURSEMENT (LE	2,175.00
						CHECK TOTAL:	5,100.00
00390049	04/11/17	Cindy Cottier	MARCH 2017	0104192430	5895	OUTSIDE ASSESSMENT FEES	155.00
						CHECK TOTAL:	155.00
00390050	04/11/17	Igne Optometric Corpor	MARCH 2017	0104632900	5888	VISION THERAPY	392.00
			MARCH 2016	0104632900	5888	VISION THERAPY	176.00
			MARCH 2017	0104632900	5888	VISION THERAPY	176.00
						CHECK TOTAL:	744.00
00390051	04/11/17	JENNIFER TONEY SPEECH	MARCH 2017	0104632900	5887	SPEECH THERAPY	7,480.00
						CHECK TOTAL:	7,480.00
00390052	04/11/17	Mardan Center of Educa	MARCH 2017	0104632210	5875	TUITION	11,410.10
						CHECK TOTAL:	11,410.10
00390053	04/11/17	MATTHIAS, MEGAN	TRAVEL & CONFERENCE	0106091008	5220	TRAVEL & CONFERENCE	524.43
						CHECK TOTAL:	524.43
00390054	04/11/17	Ocean View School	MARCH 2017	0104632210	5875	TUITION	18,849.56
						CHECK TOTAL:	18,849.56
00390055	04/11/17	Orange County Therapy	MARCH 2017	0104632900	5886	PHYSICAL THERAPY	1,445.00
			MARCH 2017	0104632900	5885	OCCUPATIONAL THERAPY	20,315.00
						CHECK TOTAL:	21,760.00
00390056	04/11/17	OXALES, ELLEN	TRAVEL & CONFERENCE	0105091012	5220	TRAVEL & CONFERENCE	158.25
						CHECK TOTAL:	158.25



LAGUNA BEACH USD  
TUE, APR 11, 2017, 8:26 AM

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Commercial Check Register

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--req: ADMIN-----leg: 76 -----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

SELECT Check ID's and Numbers: 760 ; Check Dates: 041117

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390057	04/11/17	PT FOR KIDS	MARCH 2017	0104632900	5886	PHYSICAL THERAPY	2,070.00
						CHECK TOTAL:	2,070.00
00390058	04/11/17		FEBRUARY 2017	0104602150	5877	PRESCHOOL TUITION	200.00
						CHECK TOTAL:	200.00
00390059	04/11/17	Southern Calif Gas Co.	UTILITIES - HEAT	0106477409	5510	UTILITIES - HEAT	257.39
			UTILITIES - HEAT	0102477409	5510	UTILITIES - HEAT	36.43
			UTILITIES - HEAT	0108477409	5510	UTILITIES - HEAT	155.69
						CHECK TOTAL:	449.51
00390060	04/11/17	Sparkletts	MISC OUTSIDE VENDOR	0102397400	5860	MISC OUTSIDE VENDOR	239.82
						CHECK TOTAL:	239.82
00390061	04/11/17	Western OC Self Funded	WORKERS' COMP, CLASSIFIED	0102397400	3602	WORKERS' COMP, CLASSIFIED	28,365.13
			WORKERS' COMP, CERTIFICATED	0102017400	3601	WORKERS' COMP, CERTIFICATE	68,272.87
						CHECK TOTAL:	96,638.00

TOTAL FOR STOCK 76 Laguna Beach's check stock ID 168,855.46

GRAND TOTAL

168,855.46

SELECT Check ID's and Numbers: 76@ ; Check Dates: 041217

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390062	04/12/17	A-Z Office Resource In	GENERAL SUPPLIES-NON INSTRUCT	0107091005	4340	GENERAL SUPPLIES-NON INS	308.30
			GENERAL SUPPLIES-NON INSTRUCT	0107091005	4340	GENERAL SUPPLIES-NON INS	9.68
						CHECK TOTAL:	317.98
00390063	04/12/17	Acorn Media	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	97.91
						CHECK TOTAL:	97.91
00390064	04/12/17	Cardea Services	MATERIALS & SUPPLIES-INSTRUCT	0102016300	4310	MATERIALS & SUPPLIES-INS	660.00
			TRAVEL & CONFERENCE	0102013080	5220	TRAVEL & CONFERENCE	440.00
						CHECK TOTAL:	1,100.00
00390065	04/12/17	COAST TO COAST COMPUTE	PRINTERS <\$250 & INK/SUPPLIES	0105011012	4322	PRINTERS <\$250 & INK/SUP	678.77
						CHECK TOTAL:	678.77
00390066	04/12/17	Cohn, Jacquie	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	111.58
						CHECK TOTAL:	111.58
00390067	04/12/17	Demco	LIBRARY BOOKS	0108054356	4210	LIBRARY BOOKS	145.79
						CHECK TOTAL:	145.79
00390068	04/12/17	Fisher Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	56.09
						CHECK TOTAL:	56.09
00390069	04/12/17	Flinn Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	321.63
						CHECK TOTAL:	321.63
00390070	04/12/17	Ganahl Lumber	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	84.75
						CHECK TOTAL:	84.75
00390071	04/12/17	Grainger	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	1,501.83
						CHECK TOTAL:	1,501.83
00390072	04/12/17	Jim's Music Center Inc	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	135.00
						CHECK TOTAL:	135.00
00390073	04/12/17	Launa Kirkey	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	170.31
						CHECK TOTAL:	170.31
00390074	04/12/17	OCEAN Institute	MISC OUTSIDE VENDOR	0108015570	5860	MISC OUTSIDE VENDOR	415.00
			MISC OUTSIDE VENDOR	0108015570	5860	MISC OUTSIDE VENDOR	415.00
						CHECK TOTAL:	830.00
00390075	04/12/17	Office Depot	GENERAL SUPPLIES-NON INSTRUCT	0109397150	4340	GENERAL SUPPLIES-NON INS	478.42
			GENERAL SUPPLIES-NON INSTRUCT	0104072000	4340	GENERAL SUPPLIES-NON INS	301.69

SELECT Check ID's and Numbers: 76@ ; Check Dates: 041217

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SELECT Check ID's and Numbers: 760 ; Check Dates: 041417

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390085	04/14/17	Apple Computer Inc.	EQUIPMENT-COMPUTER	0113017175	4460	EQUIPMENT-COMPUTER	160.55
			EQUIPMENT-COMPUTER	0113017175	4460	EQUIPMENT-COMPUTER	340.49
						CHECK TOTAL:	501.04
00390086	04/14/17	AT&T	MARCH 2017	0107477409	5920	TELEPHONE SERVICE	7.87
						CHECK TOTAL:	7.87
00390087	04/14/17	Blue Sky Outfitters	GENERAL SUPPLIES-NON INSTRUCT	0108015060	4340	GENERAL SUPPLIES-NON INS	40.41
						CHECK TOTAL:	40.41
00390088	04/14/17	CATHEDRAL HOME FOR CHI	MARCH 2017	0104632210	5875	TUITION	3,223.16
			MARCH 2017	0104632210	5889	OTHER THERAPY	5,731.28
			MARCH 2017	0104632210	5898	AB3632 ROOM & BOARD	7,967.00
						CHECK TOTAL:	16,921.44
00390089	04/14/17	CDW GOVERNMENT LLC	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	113.49
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	32.57
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	57.75
						CHECK TOTAL:	203.81
00390090	04/14/17	Debby Nash	DEC - MARCH 2017	0104072050	5210	MILEAGE REIMBURSEMENT	28.14
						CHECK TOTAL:	28.14
00390091	04/14/17	Express Pipe & Supply	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	46.95
						CHECK TOTAL:	46.95
00390092	04/14/17	Ganahl Lumber	MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	121.07
						CHECK TOTAL:	121.07
00390093	04/14/17	GST	OTHER MAINTENANCE SERVICES	0113018640	5692	OTHER MAINTENANCE SERVIC	748.70
						CHECK TOTAL:	748.70
00390094	04/14/17	Hear Now	OTHER THERAPY	0104632900	5889	OTHER THERAPY	250.00
						CHECK TOTAL:	250.00
00390095	04/14/17	HIDDLESON LISTENING LA	MARCH 2017	0104632900	5889	OTHER THERAPY	1,350.00
			MARCH 2017	0104632900	5889	OTHER THERAPY	1,162.50
						CHECK TOTAL:	2,512.50
00390096	04/14/17	Hoffman, Marissa	REFRESHMENTS - NOT FOOD SERV	0102013045	4325	REFRESHMENTS - NOT FOOD	77.50
						CHECK TOTAL:	77.50
00390097	04/14/17	Home Depot	MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	144.00
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	10.74

SELECT Check ID's and Numbers: 76@ ; Check Dates: 041417

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	178.99
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	55.20
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	87.19
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	40.96
						CHECK TOTAL:	517.08
00390098	04/14/17	Laguna Beach Water Dis	1/27/17-3/29/17	0108477409	5530	WATER - UTILITIES	1,918.85
						CHECK TOTAL:	1,918.85
00390099	04/14/17	Leader Services	CONSULTANTS-OTHER	0104292600	5831	CONSULTANTS-OTHER	185.15
						CHECK TOTAL:	185.15
00390100	04/14/17	Learning for Living In	CONSULTANTS-OTHER	0101377350	5831	CONSULTANTS-OTHER	5,000.00
						CHECK TOTAL:	5,000.00
00390101	04/14/17	MATTHIAS, MEGAN	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	198.50
			MISC OUTSIDE VENDOR	0106011008	5860	MISC OUTSIDE VENDOR	160.00
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	75.00
						CHECK TOTAL:	433.50
00390102	04/14/17	MYERS, GWEN	3/6-3/7-AERIES CONF	0106091008	5220	TRAVEL & CONFERENCE	169.11
						CHECK TOTAL:	169.11
00390103	04/14/17	OCDE	IAA-PAYMENTS TO COUNTY OFFICES	0104542110	7142	IAA-PAYMENTS TO COUNTY O	2,670.79
			IAA-PAYMENTS TO COUNTY OFFICES	0104542110	7142	IAA-PAYMENTS TO COUNTY O	8,031.16
						CHECK TOTAL:	10,701.95
00390104	04/14/17	OCDE	TRAVEL & CONFERENCE	0106091008	5220	TRAVEL & CONFERENCE	297.00
						CHECK TOTAL:	297.00
00390105	04/14/17	Office Depot	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	16.37
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	64.26
			COPIER PAPER	0108011005	4312	COPIER PAPER	1,508.07
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	126.55
						CHECK TOTAL:	1,715.25
00390106	04/14/17	PILON, ANGELA	REFRESHMENTS - NOT FOOD SERV	0105015040	4325	REFRESHMENTS - NOT FOOD	317.24
						CHECK TOTAL:	317.24
00390107	04/14/17	Quirarte, Stacy	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	27.96
						CHECK TOTAL:	27.96
00390108	04/14/17	Saddleback Valley Unif	SUBAGREEMENTS FOR SERVICES	0104292800	5100	SUBAGREEMENTS FOR SERVIC	127,052.97
			OTHER LOCAL AGENCY FEES	0104292800	5852	OTHER LOCAL AGENCY FEES	25,000.00

SELECT Check ID's and Numbers: 760 ; Check Dates: 041417

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
						CHECK TOTAL:	152,052.97
00390109	04/14/17		MARCH 2017 -ACA	0104632900	5878	PARENT REIMBURSEMENT (LE	870.00
			MARCH 2017	0104632900	5878	PARENT REIMBURSEMENT (LE	2,350.00
						CHECK TOTAL:	3,220.00
00390110	04/14/17	Southern Calif Gas Co.	MARCH 2017	0105477409	5510	UTILITIES - HEAT	225.45
			MARCH 2017	0105477409	5510	UTILITIES - HEAT	287.86
			MARCH 2017	0102477409	5510	UTILITIES - HEAT	30.32
			MARCH 2017	0102477409	5510	UTILITIES - HEAT	22.78
						CHECK TOTAL:	566.41
00390111	04/14/17	Southern California Ed	MARCH 2017	0108477409	5520	LIGHT & POWER	3,432.31
						CHECK TOTAL:	3,432.31
00390112	04/14/17	STONEMAN, DAVID	MISC OUTSIDE VENDOR	0108011005	5860	MISC OUTSIDE VENDOR	125.00
						CHECK TOTAL:	125.00
00390113	04/14/17	UNIVERSAL AWARDS PROGR	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	174.00
						CHECK TOTAL:	174.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							202,313.21
GRAND TOTAL							202,313.21

SELECT Check ID's and Numbers: 760 ; Check Dates: 041717

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390114	04/17/17	Acorn Media	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	249.87
						CHECK TOTAL:	249.87
00390115	04/17/17	Arrow Lift Rentals	MISC REPAIR	0106477408	5690	MISC REPAIR	608.00
						CHECK TOTAL:	608.00
00390116	04/17/17		APRIL 2017	0104602150	5877	PRESCHOOL TUITION	770.00
						CHECK TOTAL:	770.00
00390117	04/17/17	Beth Sand	GENERAL SUPPLIES-NON INSTRUCT	0108015040	4340	GENERAL SUPPLIES-NON INS	239.18
						CHECK TOTAL:	239.18
00390118	04/17/17	BSN Sport	EQUIPMENT - NEW	0105011075	4410	EQUIPMENT - NEW	2,700.74
						CHECK TOTAL:	2,700.74
00390119	04/17/17	Christy Montes c/o El	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	202.30
						CHECK TOTAL:	202.30
00390120	04/17/17	CODECAMPUS LLC	MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	1,080.32
						CHECK TOTAL:	1,080.32
00390121	04/17/17	Cohn, Jacquie	MATERIALS & SUPPLIES-INSTRUCT	0108015600	4310	MATERIALS & SUPPLIES-INS	95.92
						CHECK TOTAL:	95.92
00390122	04/17/17	Denise Grey	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	48.45
						CHECK TOTAL:	48.45
00390123	04/17/17	Eagle Software	TRAVEL & CONFERENCE	0106091008	5220	TRAVEL & CONFERENCE	1,050.00
			TRAVEL & CONFERENCE	0108091005	5220	TRAVEL & CONFERENCE	300.00
			TRAVEL & CONFERENCE	0105091012	5220	TRAVEL & CONFERENCE	525.00
			TRAVEL & CONFERENCE	0105011012	5220	TRAVEL & CONFERENCE	525.00
						CHECK TOTAL:	2,400.00
00390124	04/17/17	First Student Inc.	CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	1,867.52
						CHECK TOTAL:	1,867.52
00390125	04/17/17	Heather Besecker Evans	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	160.17
			MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	70.10
						CHECK TOTAL:	230.27
00390126	04/17/17	JONES, GRACE	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	640.05
						CHECK TOTAL:	640.05
00390127	04/17/17	JW Pepper	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	56.04

SELECT Check ID's and Numbers: 760 ; Check Dates: 041717

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
						CHECK TOTAL:	56.04
00390128	04/17/17	Kim Adams	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	199.07
						CHECK TOTAL:	199.07
00390129	04/17/17	Lara Greco-Ohana	MATERIALS & SUPPLIES-INSTRUCT	0113018640	4310	MATERIALS & SUPPLIES-INS	109.20
						CHECK TOTAL:	109.20
00390130	04/17/17	Libraryskills Inc.	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	299.58
						CHECK TOTAL:	299.58
00390131	04/17/17	Margaretich, Kathleen	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	320.00
						CHECK TOTAL:	320.00
00390132	04/17/17	Marianne Bynum	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	133.00
						CHECK TOTAL:	133.00
00390133	04/17/17	MATTHIAS, MEGAN	REFRESHMENTS - NOT FOOD SERV	0102013045	4325	REFRESHMENTS - NOT FOOD	66.42
			GENERAL SUPPLIES-NON INSTRUCT	0102013045	4340	GENERAL SUPPLIES-NON INS	131.70
			MATERIALS & SUPPLIES-INSTRUCT	0102013045	4310	MATERIALS & SUPPLIES-INS	35.50
						CHECK TOTAL:	233.62
00390134	04/17/17		MARCH 2017 - EXTENDED DAY	0104602150	5877	PRESCHOOL TUITION	335.00
						CHECK TOTAL:	335.00
00390135	04/17/17	PAPER RECYCLING AND SH	OTHER MAINTENANCE SERVICES	0101377100	5692	OTHER MAINTENANCE SERVIC	50.00
						CHECK TOTAL:	50.00
00390136	04/17/17	RanESCO	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	2,349.61
						CHECK TOTAL:	2,349.61
00390137	04/17/17	Rutan & Tucker	LEGAL EXPENSE	0102397406	5835	LEGAL EXPENSE	78.00
						CHECK TOTAL:	78.00
00390138	04/17/17	Scholastic Inc.	SUBSCRIPTIONS	0108011005	4368	SUBSCRIPTIONS	583.49
			SUBSCRIPTIONS	0108011005	4368	SUBSCRIPTIONS	1,966.60
						CHECK TOTAL:	2,550.09
			TOTAL FOR STOCK 76	Laguna Beach's check stock ID			17,845.83
		GRAND TOTAL					17,845.83



SELECT Check ID's and Numbers: 760 ; Check Dates: 041917

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390139	04/19/17	AMERICAN LOGISTICS COM	MARCH 2017	0104256700	5100	SUBAGREEMENTS FOR SERVIC	36,367.50
						CHECK TOTAL:	36,367.50
00390140	04/19/17	BOCHENEK, ANNIE	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	500.00
						CHECK TOTAL:	500.00
00390141	04/19/17	Brett Bond	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	158.32
						CHECK TOTAL:	158.32
00390142	04/19/17	Brown, Jeanne	3/17 - MINDFULNESS TRAINING	0105111012	5220	TRAVEL & CONFERENCE	114.30
						CHECK TOTAL:	114.30
00390143	04/19/17	BSN Sports LLC	EQUIPMENT - NEW	0105311075	4410	EQUIPMENT - NEW	23,879.51
			EQUIPMENT - NEW	0105311075	4410	EQUIPMENT - NEW	-1,018.66
						CHECK TOTAL:	22,860.85
00390144	04/19/17	COAST TO COAST COMPUTE	PRINTERS <\$250 & INK/SUPPLIES	0105011012	4322	PRINTERS <\$250 & INK/SUP	171.32
						CHECK TOTAL:	171.32
00390145	04/19/17	Cohn, Jacquie	MATERIALS & SUPPLIES-INSTRUCT	0108015060	4310	MATERIALS & SUPPLIES-INS	155.00
			MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	79.16
						CHECK TOTAL:	234.16
00390146	04/19/17	Eva Boni-Bodrogi	3/14-3/16-PARAED CONF	0104292600	5220	TRAVEL & CONFERENCE	58.42
						CHECK TOTAL:	58.42
00390147	04/19/17	Fisher Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	73.03
						CHECK TOTAL:	73.03
00390148	04/19/17	HARTFORD, ALONDA	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	181.46
						CHECK TOTAL:	181.46
00390149	04/19/17	INOUE, INA	3/31-4/1-DESTINATION IMG	0106091008	5220	TRAVEL & CONFERENCE	1,177.03
						CHECK TOTAL:	1,177.03
00390150	04/19/17	Jensma, Marlo	TRAVEL & CONFERENCE	0104292600	5220	TRAVEL & CONFERENCE	486.48
						CHECK TOTAL:	486.48
00390151	04/19/17	Konica Minolta	MARCH 2017	0105091012	5650	SOFTWARE/COPIER MAINTENA	81.37
			MARCH 2017	0102397400	5650	SOFTWARE/COPIER MAINTENA	76.89
			MARCH 2017	0107091005	5650	SOFTWARE/COPIER MAINTENA	256.88
			MARCH 2017	0102397400	5650	SOFTWARE/COPIER MAINTENA	125.32
			MARCH 2017	0105091012	5650	SOFTWARE/COPIER MAINTENA	101.19
			MARCH 2017	0106091008	5650	SOFTWARE/COPIER MAINTENA	422.54

SELECT Check ID's and Numbers: 760 ; Check Dates: 041917

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			MARCH 2017	0107091005	5650	SOFTWARE/COPIER MAINTENA	176.73
			MARCH 2017	0102397400	5650	SOFTWARE/COPIER MAINTENA	34.47
			MARCH 2017	0102397400	5650	SOFTWARE/COPIER MAINTENA	68.84
			MARCH 2017	0106091008	5650	SOFTWARE/COPIER MAINTENA	310.23
			MARCH 2017	0108091005	5650	SOFTWARE/COPIER MAINTENA	304.38
			MARCH 2017	0108091005	5650	SOFTWARE/COPIER MAINTENA	224.21
			MARCH 2017	0102397400	5650	SOFTWARE/COPIER MAINTENA	46.29
			MARCH 2017	0105091012	5650	SOFTWARE/COPIER MAINTENA	1,371.77
						CHECK TOTAL:	3,601.11
00390152	04/19/17	Maintex	OTHER CUSTODIAL SUPPLIES	0107477409	4361	OTHER CUSTODIAL SUPPLIES	38.91
			OTHER CUSTODIAL SUPPLIES	0108477409	4361	OTHER CUSTODIAL SUPPLIES	-446.09
			CUSTODIAL CONSUMABLES(PAPER)	0106477409	4360	CUSTODIAL CONSUMABLES(PA	15.33
			OTHER CUSTODIAL SUPPLIES	0108477409	4361	OTHER CUSTODIAL SUPPLIES	150.54
			OTHER CUSTODIAL SUPPLIES	0108477409	4361	OTHER CUSTODIAL SUPPLIES	-180.83
			OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	3,678.66
						CHECK TOTAL:	3,256.52
00390153	04/19/17	MEYERS, KATHLEEN	REFRESHMENTS - NOT FOOD SERV	0106091008	4325	REFRESHMENTS - NOT FOOD	107.89
						CHECK TOTAL:	107.89
00390154	04/19/17	Office Depot	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	6.78
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	6.78
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	44.17
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	301.36
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	53.27
			GENERAL SUPPLIES-NON INSTRUCT	0109397150	4340	GENERAL SUPPLIES-NON INS	12.92
						CHECK TOTAL:	425.28
00390155	04/19/17	ReadyRefresh by Nestle	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	89.90
						CHECK TOTAL:	89.90
00390156	04/19/17	ROSA, NICHOLE	3/17 -MINDFULLNESS TRAINING	0105111012	5220	TRAVEL & CONFERENCE	99.00
						CHECK TOTAL:	99.00
00390157	04/19/17	Staples Advantage	COPIER PAPER	0106011008	4312	COPIER PAPER	833.99
			COPIER PAPER	0105011012	4312	COPIER PAPER	667.19
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	71.94
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	112.71
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	52.61
			EQUIPMENT - NEW	0105015040	4410	EQUIPMENT - NEW	161.61
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	15.11
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	41.68
			COMPUTER PRINTERS \$250-\$5,000	0105091012	4462	COMPUTER PRINTERS \$250-\$	646.47

SELECT Check ID's and Numbers: 760 ; Check Dates: 041917

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	12.77
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	57.33
						CHECK TOTAL:	2,673.41
00390158	04/19/17	STONEMAN, DAVID	MISC REPAIR	0102011190	5690	MISC REPAIR	125.00
						CHECK TOTAL:	125.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							72,760.98
GRAND TOTAL							72,760.98

SELECT Check ID's and Numbers: 768 ; Check Dates: 042017

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390159	04/20/17	BrightView Landscape S	APRIL 2017	0108477409	5680	LANDSCAPE/IRRIGATION	3,500.00
			APRIL 2017	0107477409	5680	LANDSCAPE/IRRIGATION	4,100.00
			APRIL 2017	0106477408	5680	LANDSCAPE/IRRIGATION	3,000.00
			APRIL 2017	0105477408	5680	LANDSCAPE/IRRIGATION	3,950.00
			APRIL 2017	0102477409	5680	LANDSCAPE/IRRIGATION	600.00
			APRIL 2017	0108477409	5680	LANDSCAPE/IRRIGATION	1,495.00
						CHECK TOTAL:	16,645.00
00390160	04/20/17	CSM Consulting Inc.	CONSULTANTS-OTHER	0102395090	5831	CONSULTANTS-OTHER	750.00
						CHECK TOTAL:	750.00
00390161	04/20/17	DeMoulin Bros. & Co.	MATERIALS & SUPPLIES-INSTRUCT	0102015940	4310	MATERIALS & SUPPLIES-INS	3,159.05
						CHECK TOTAL:	3,159.05
00390162	04/20/17	Irvine Ranch Water Dis	SEWER FEES	0107477409	5555	SEWER FEES	213.06
						CHECK TOTAL:	213.06
00390163	04/20/17	Jim's Music Center Inc	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	116.85
						CHECK TOTAL:	116.85
00390164	04/20/17	LBUSD Revolving Cash F	DUES & MEMBERSHIPS	0110397140	5310	DUES & MEMBERSHIPS	100.00
			REFRESHMENTS - NOT FOOD SERV	0107011005	4325	REFRESHMENTS - NOT FOOD	42.95
			TRAVEL & CONFERENCE	0107011005	5220	TRAVEL & CONFERENCE	24.00
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	30.13
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	102.25
						CHECK TOTAL:	299.33
00390165	04/20/17	OC School Board Associ	TRAVEL & CONFERENCE	0101377100	5220	TRAVEL & CONFERENCE	70.00
						CHECK TOTAL:	70.00
00390166	04/20/17	SC Fuels	MARCH 2017	0108477408	4375	FUEL FOR VEHICLES	56.03
			MARCH 2017	0102477408	4375	FUEL FOR VEHICLES	346.15
			MARCH 2016	0105477408	4375	FUEL FOR VEHICLES	103.46
						CHECK TOTAL:	505.64
00390167	04/20/17	SimplexGrinnell	MAY 2017	0105477409	5560	ALARM MONITORING	178.09
			MAY 2017	0108477409	5560	ALARM MONITORING	272.25
			MAY 2017	0102477409	5560	ALARM MONITORING	190.00
			MAY 2017	0102477409	5560	ALARM MONITORING	186.00
			MAY 2017	0105477409	5560	ALARM MONITORING	1,485.92
			MAY 2017	0106477409	5560	ALARM MONITORING	482.25
			MAY 2017	0107477409	5560	ALARM MONITORING	327.25
						CHECK TOTAL:	3,121.76

LAGUNA BEACH USD                      04/20/17                      Commercial Check Register                      Page 2  
THU, APR 20, 2017, 8:30 AM --req: ADMIN-----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

SELECT Check ID's and Numbers: 76@ ; Check Dates: 042017

<u>Check #</u>	<u>Register</u>	<u>Payee Name</u>	<u>Description</u>	<u>Key</u>	<u>Object</u>	<u>Object Description</u>	<u>Check Amount</u>
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	24,880.69
GRAND TOTAL							24,880.69

SELECT Check ID's and Numbers: 76@ ; Check Dates: 042117

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390168	04/21/17	MAXIM HEALTHCARE SERVI	CONSULTANTS-OTHER	0104172860	5831	CONSULTANTS-OTHER	6,232.50
CHECK TOTAL:							6,232.50
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							6,232.50
GRAND TOTAL							6,232.50

SELECT Check ID's and Numbers: 760 ; Check Dates: 042517

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390169	04/25/17	3 DAY BLINDS LLC	CONTRACT SERVICES	0102477408	5610	CONTRACT SERVICES	796.62
			CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	-67.90
						CHECK TOTAL:	728.72
00390170	04/25/17	AT&T	APRIL 2017	0105477409	5920	TELEPHONE SERVICE	6.35
			APRIL 2017	0102477409	5920	TELEPHONE SERVICE	29.75
			APRIL 2017	0106477409	5920	TELEPHONE SERVICE	32.05
						CHECK TOTAL:	68.15
00390171	04/25/17	BISMACK, BROOKE	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	1,074.97
						CHECK TOTAL:	1,074.97
00390172	04/25/17	Bonnie's Embroidery	GENERAL SUPPLIES-NON INSTRUCT	0108015060	4340	GENERAL SUPPLIES-NON INS	29.16
						CHECK TOTAL:	29.16
00390173	04/25/17	CASBO	TRAVEL & CONFERENCE	0102477408	5220	TRAVEL & CONFERENCE	545.00
						CHECK TOTAL:	545.00
00390174	04/25/17	Cintas Corporation Loc	GENERAL SUPPLIES-NON INSTRUCT	0105477408	4340	GENERAL SUPPLIES-NON INS	143.23
						CHECK TOTAL:	143.23
00390175	04/25/17	Costley, Chris	MILEAGE REIMBURSEMENT	0104644575	5210	MILEAGE REIMBURSEMENT	10.06
						CHECK TOTAL:	10.06
00390176	04/25/17	Ejiofor, Raymond	MISC OUTSIDE VENDOR	0102315890	5860	MISC OUTSIDE VENDOR	250.00
						CHECK TOTAL:	250.00
00390177	04/25/17	Flinn Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	46.88
						CHECK TOTAL:	46.88
00390178	04/25/17	Grainger	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	123.65
						CHECK TOTAL:	123.65
00390179	04/25/17	Houghton Mifflin Harco	CONSULTANTS-INSTRUCTIONAL	0102015380	5830	CONSULTANTS-INSTRUCTIONA	23,600.00
						CHECK TOTAL:	23,600.00
00390180	04/25/17	Jim Brusky	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	500.00
						CHECK TOTAL:	500.00
00390181	04/25/17	Jose Louis Gonzales	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	295.91
						CHECK TOTAL:	295.91
00390182	04/25/17	Kaa, Kristen	TRAVEL & CONFERENCE	0105011012	5220	TRAVEL & CONFERENCE	171.70
						CHECK TOTAL:	171.70

SELECT Check ID's and Numbers: 760 ; Check Dates: 042517

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390183	04/25/17	KIMBALL, CYNDI	MILEAGE REIMBURSEMENT	0104033200	5210	MILEAGE REIMBURSEMENT	66.98
						CHECK TOTAL:	66.98
00390184	04/25/17	NATIONAL SPORTS APPARE	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	316.55
						CHECK TOTAL:	316.55
00390185	04/25/17	Nguyen, Kevin	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	200.00
						CHECK TOTAL:	200.00
00390186	04/25/17	OCDE	MISC OUTSIDE VENDOR	0108015040	5860	MISC OUTSIDE VENDOR	816.00
						CHECK TOTAL:	816.00
00390187	04/25/17	OCEAN Institute	MISC OUTSIDE VENDOR	0107015570	5860	MISC OUTSIDE VENDOR	2,500.00
						CHECK TOTAL:	2,500.00
00390188	04/25/17	Office Depot	GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	19.37
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	18.93
			GENERAL SUPPLIES-NON INSTRUCT	0109397150	4340	GENERAL SUPPLIES-NON INS	212.02
						CHECK TOTAL:	250.32
00390189	04/25/17	Robert Billinger	MISC REPAIR	0105011012	5690	MISC REPAIR	235.78
						CHECK TOTAL:	235.78
00390190	04/25/17	Rothman, Jesse	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	64.20
						CHECK TOTAL:	64.20
00390191	04/25/17	State of CA/Department	FINGER PRINTING	0110397140	5845	FINGER PRINTING	488.00
						CHECK TOTAL:	488.00
00390192	04/25/17	Verizon California	APRIL 2017	0102477409	5920	TELEPHONE SERVICE	2.64
						CHECK TOTAL:	2.64
00390193	04/25/17	William V MacGill & Co	GENERAL SUPPLIES-NON INSTRUCT	0107172850	4340	GENERAL SUPPLIES-NON INS	500.00
			GENERAL SUPPLIES-NON INSTRUCT	0107171005	4340	GENERAL SUPPLIES-NON INS	526.01
			GENERAL SUPPLIES-NON INSTRUCT	0107171005	4340	GENERAL SUPPLIES-NON INS	-312.82
						CHECK TOTAL:	713.19
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							33,241.09
GRAND TOTAL							33,241.09



SELECT Check ID's and Numbers: 76@ ; Check Dates: 042617

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390194	04/26/17	Armstrong, Brian	MEETING EXPENSE-NON FOOD	0110397140	5230	MEETING EXPENSE-NON FOOD	99.00
						CHECK TOTAL:	99.00
00390195	04/26/17	Durham School Services	1/13 - LBHS TOW	0113015040	5855	CHARTER BUS-HOME TO SCHO	101.00
			3/15 -PERFORMING ARTS CNTR	0108015570	5865	CHARTER BUS-ATHLETIC/FIE	434.38
			3/16 - SADDLEBACK	0104033200	5865	CHARTER BUS-ATHLETIC/FIE	206.83
			MARCH 2017	0102256700	5100	SUBAGREEMENTS FOR SERVIC	125,767.49
			MARCH 2017	0107011005	5855	CHARTER BUS-HOME TO SCHO	1,829.79
			MARCH 2017	0104256700	5100	SUBAGREEMENTS FOR SERVIC	30,051.65
						CHECK TOTAL:	158,391.14
00390196	04/26/17	Frontier California In	MARCH 2017	0102477409	5920	TELEPHONE SERVICE	566.68
			APRIL 2017	0108477409	5920	TELEPHONE SERVICE	441.63
			APRIL 2017	0105477409	5920	TELEPHONE SERVICE	176.76
						CHECK TOTAL:	1,185.07
00390197	04/26/17	Giddy Up Ranch	6/19 - PETTING ZOO	0108015570	5860	MISC OUTSIDE VENDOR	600.00
						CHECK TOTAL:	600.00
00390198	04/26/17	OCDE	MISC OUTSIDE VENDOR	0107015570	5860	MISC OUTSIDE VENDOR	640.00
						CHECK TOTAL:	640.00
00390199	04/26/17	Pearson Assessments	TESTS/SCORING	0104613150	4330	TESTS/SCORING	188.09
						CHECK TOTAL:	188.09
00390200	04/26/17	Southern Calif Gas Co.	APRIL 2017	0107477409	5510	UTILITIES - HEAT	195.84
						CHECK TOTAL:	195.84
00390201	04/26/17	A&R Wholesale Distribu	FOOD	1302277426	4700	FOOD	-147.87
			FOOD	1302277426	4700	FOOD	-24.30
			FOOD	1302277426	4700	FOOD	-54.99
			FOOD	1302277426	4700	FOOD	48.60
			FOOD	1302277426	4700	FOOD	440.36
			FOOD	1302277426	4700	FOOD	36.08
			FOOD	1302277426	4700	FOOD	210.40
			FOOD	1302277426	4700	FOOD	1,135.96
			FOOD	1302277426	4700	FOOD	656.46
			FOOD	1302277426	4700	FOOD	659.04
			FOOD	1302277426	4700	FOOD	427.39
			FOOD	1302277426	4700	FOOD	77.26
			FOOD	1302277426	4700	FOOD	146.57
			FOOD	1302277426	4700	FOOD	359.01
			FOOD	1302277426	4700	FOOD	23.99
						CHECK TOTAL:	3,993.96

SELECT Check ID's and Numbers: 76@ ; Check Dates: 042617

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390202	04/26/17	Bread Artisan Bakery L	FOOD	1302277426	4700	FOOD	128.72
						CHECK TOTAL:	128.72
00390203	04/26/17	Gold Star Foods	FOOD	1302277426	4700	FOOD	365.67
			FOOD	1302277426	4700	FOOD	802.96
			FOOD	1302277426	4700	FOOD	1,090.94
			FOOD	1302277426	4700	FOOD	544.51
			FOOD	1302277426	4700	FOOD	197.52
			FOOD	1302277426	4700	FOOD	466.31
			FOOD	1302277426	4700	FOOD	399.50
			FOOD	1302277426	4700	FOOD	158.26
						CHECK TOTAL:	4,025.67
00390204	04/26/17	Hollandia Dairy Inc	FOOD	1302277426	4700	FOOD	89.14
			FOOD	1302277426	4700	FOOD	109.97
			FOOD	1302277426	4700	FOOD	193.52
			FOOD	1302277426	4700	FOOD	101.81
			FOOD	1302277426	4700	FOOD	50.55
			FOOD	1302277426	4700	FOOD	127.15
			FOOD	1302277426	4700	FOOD	120.41
			FOOD	1302277426	4700	FOOD	76.47
			FOOD	1302277426	4700	FOOD	130.36
			FOOD	1302277426	4700	FOOD	76.02
			FOOD	1302277426	4700	FOOD	113.05
			FOOD	1302277426	4700	FOOD	114.25
			FOOD	1302277426	4700	FOOD	51.13
						CHECK TOTAL:	1,353.83
00390205	04/26/17	Mandarin King	FOOD	1302277426	4700	FOOD	220.00
			FOOD	1302277426	4700	FOOD	280.00
						CHECK TOTAL:	500.00
00390206	04/26/17	P & R Paper Supply Co	GENERAL SUPPLIES-NON INSTRUCT	1302277426	4340	GENERAL SUPPLIES-NON INS	2,587.90
						CHECK TOTAL:	2,587.90
00390207	04/26/17	Quick Dispense Inc.	FOOD	1302277426	4700	FOOD	242.65
						CHECK TOTAL:	242.65
00390208	04/26/17	STIX HOLDINGS LLC	FOOD	1302277426	4700	FOOD	198.00
			FOOD	1302277426	4700	FOOD	115.00
			FOOD	1302277426	4700	FOOD	198.00
			FOOD	1302277426	4700	FOOD	92.00
						CHECK TOTAL:	603.00

SELECT Check ID's and Numbers: 768 ; Check Dates: 042617

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390209	04/26/17	SUNRISE PRODUCE	FOOD	1302277426	4700	FOOD	-50.85
			FOOD	1302277426	4700	FOOD	119.72
			FOOD	1302277426	4700	FOOD	67.40
			FOOD	1302277426	4700	FOOD	34.23
			FOOD	1302277426	4700	FOOD	47.23
			FOOD	1302277426	4700	FOOD	49.45
			FOOD	1302277426	4700	FOOD	23.55
			FOOD	1302277426	4700	FOOD	83.10
			FOOD	1302277426	4700	FOOD	24.57
			FOOD	1302277426	4700	FOOD	31.32
			FOOD	1302277426	4700	FOOD	41.95
			FOOD	1302277426	4700	FOOD	165.87
			FOOD	1302277426	4700	FOOD	49.71
			FOOD	1302277426	4700	FOOD	42.22
			FOOD	1302277426	4700	FOOD	-13.54
			FOOD	1302277426	4700	FOOD	70.52
			FOOD	1302277426	4700	FOOD	79.17
			FOOD	1302277426	4700	FOOD	278.10
			FOOD	1302277426	4700	FOOD	47.58
						CHECK TOTAL:	1,191.30
00390210	04/26/17	Z PIZZA INC	FOOD	1302277426	4700	FOOD	60.00
			FOOD	1302277426	4700	FOOD	162.00
			FOOD	1302277426	4700	FOOD	120.00
			FOOD	1302277426	4700	FOOD	198.00
			FOOD	1302277426	4700	FOOD	180.00
			FOOD	1302277426	4700	FOOD	60.00
			FOOD	1302277426	4700	FOOD	180.00
			FOOD	1302277426	4700	FOOD	126.00
			FOOD	1302277426	4700	FOOD	100.00
			FOOD	1302277426	4700	FOOD	180.00
						CHECK TOTAL:	1,366.00
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	177,292.17
			GRAND TOTAL				177,292.17

SELECT Check ID's and Numbers: 76@ ; Check Dates: 04272017

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390211	04/27/17	BLICK ART MATERIALS	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	277.12
						CHECK TOTAL:	277.12
00390212	04/27/17	Blue Shield of Califor	MAY 2017	0102017400	3401	HEALTH & WELFARE, CERTIF	161,855.34
			MAY 2017	0102397400	3402	HEALTH & WELFARE,CLASSIF	79,719.79
						CHECK TOTAL:	241,575.13
00390213	04/27/17	Certica Solutions Inc.	ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	3,180.45
						CHECK TOTAL:	3,180.45
00390214	04/27/17	Cox Communications	MARCH 2017	0113457175	5940	INTERNET CONNECTIVITY	100.87
			APRIL 2017	0113457175	5940	INTERNET CONNECTIVITY	439.04
			MARCH 2017	0113457175	5940	INTERNET CONNECTIVITY	1,648.64
			APRIL 2017	0113457175	5940	INTERNET CONNECTIVITY	31.54
			INTERNET CONNECTIVITY	0113457175	5940	INTERNET CONNECTIVITY	101.93
			APRIL 2017	0106091008	5860	MISC OUTSIDE VENDOR	11.68
						CHECK TOTAL:	2,333.70
00390215	04/27/17	Coyne & Associates Inc	MARCH 2017	0104602140	5890	OTHER EXPENSE	267.00
			MARCH 2017	0104602140	5894	IBI SUPERVISION	9,209.52
			MARCH 2017	0104602140	5894	IBI SUPERVISION	246.40
						CHECK TOTAL:	9,722.92
00390216	04/27/17	Csiszer, Alexis	TRAVEL & CONFERENCE	0104292600	5220	TRAVEL & CONFERENCE	592.61
						CHECK TOTAL:	592.61
00390217	04/27/17	Denise Grey	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	105.91
						CHECK TOTAL:	105.91
00390218	04/27/17	Halle Davidson	MATERIALS & SUPPLIES-INSTRUCT	0108015640	4310	MATERIALS & SUPPLIES-INS	180.00
						CHECK TOTAL:	180.00
00390219	04/27/17	Home Depot	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	7.83
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	25.81
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	8.75
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	117.30
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	12.87
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	562.22
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	147.40
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	111.24
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	9.67
			MAINTENANCE SUPPLIES	0107477408	4362	MAINTENANCE SUPPLIES	373.12
						CHECK TOTAL:	1,376.21

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390220	04/27/17	Kaiser Foundation Heal	MAY 2017	0102017400	3401	HEALTH & WELFARE, CERTIF	2,906.38
			MAY 2017	0102397400	3402	HEALTH & WELFARE, CLASSIF	1,431.51
			MAY 2017	0102017400	3401	HEALTH & WELFARE, CERTIF	2,906.40
			MAY 2017	0102397400	3402	HEALTH & WELFARE, CLASSIF	47,376.21
			MAY 2017	0102017400	3401	HEALTH & WELFARE, CERTIF	96,188.05
			MAY 2017	0102397400	3402	HEALTH & WELFARE, CLASSIF	1,431.50
						CHECK TOTAL:	152,240.05
00390221	04/27/17		FEBRUARY 2017	0104632900	5878	PARENT REIMBURSEMENT (LE	200.00
			FEBRUARY 2017	0104632900	5878	PARENT REIMBURSEMENT (LE	1,000.00
			FEBRUARY 2017	0104632900	5878	PARENT REIMBURSEMENT (LE	700.00
			FEBRUARY 2017	0104632900	5878	PARENT REIMBURSEMENT (LE	500.00
						CHECK TOTAL:	2,400.00
00390222	04/27/17	Oriental Trading Co	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	212.95
						CHECK TOTAL:	212.95
00390223	04/27/17	REAL INSPIRATIONS INC.	CONSULTANTS-OTHER	0101377350	5831	CONSULTANTS-OTHER	500.00
						CHECK TOTAL:	500.00
00390224	04/27/17	Scott Wittkop	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	202.84
						CHECK TOTAL:	202.84
00390225	04/27/17	Seneca Family of Agenc	MARCH 2017	0104132430	5895	OUTSIDE ASSESSMENT FEES	2,360.00
						CHECK TOTAL:	2,360.00
00390226	04/27/17	U.S. Bank National Ass	MATERIALS & SUPPLIES-INSTRUCT	0102017400	4310	MATERIALS & SUPPLIES-INS	27,366.12
						CHECK TOTAL:	27,366.12
00390227	04/27/17	Verizon Wireless LA	MARCH 2017	0113457175	5930	MOBILE COMMUNICATIONS	4,135.82
						CHECK TOTAL:	4,135.82
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	448,761.83
			GRAND TOTAL				448,761.83

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FRI, APR 28, 2017,

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Commercial Check Register

-----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST  
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SELECT Check ID's and Numbers: 760 ; Check Dates: 04282017

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390228	04/28/17	A-Z Office Resource In	GENERAL SUPPLIES-NON INSTRUCT	0107091005	4340	GENERAL SUPPLIES-NON INS	115.33
			PRINTERS <\$250 & INK/SUPPLIES	0107011005	4322	PRINTERS <\$250 & INK/SUP	90.33
			PRINTERS <\$250 & INK/SUPPLIES	0107011005	4322	PRINTERS <\$250 & INK/SUP	2,136.19
						CHECK TOTAL:	2,341.85
00390229	04/28/17	Aardvark Clay & Suppli	MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	472.63
						CHECK TOTAL:	472.63
00390230	04/28/17	Ann Moneymaker	4/14 CASBO MILEAGE	0102477408	5220	TRAVEL & CONFERENCE	53.93
						CHECK TOTAL:	53.93
00390231	04/28/17	Apple Computer Inc.	EQUIPMENT-COMPUTER	0113017175	4460	EQUIPMENT-COMPUTER	1,490.87
						CHECK TOTAL:	1,490.87
00390232	04/28/17	Christine Wagner	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	70.91
			MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	27.00
						CHECK TOTAL:	97.91
00390233	04/28/17	Coyne & Associates Inc	OCTOBER 2016	0104602140	5894	IBI SUPERVISION	3,170.64
						CHECK TOTAL:	3,170.64
00390234	04/28/17	Eagle Software	TRAVEL & CONFERENCE	0107091005	5220	TRAVEL & CONFERENCE	1,050.00
			TRAVEL & CONFERENCE	0113457175	5220	TRAVEL & CONFERENCE	1,050.00
						CHECK TOTAL:	2,100.00
00390235	04/28/17	Finch, Sara	3/14-3/16-PARA ED CONF	0104292600	5220	TRAVEL & CONFERENCE	124.01
						CHECK TOTAL:	124.01
00390236	04/28/17	Ganahl Lumber	MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	29.25
						CHECK TOTAL:	29.25
00390237	04/28/17	Hwang, Cyrus	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	17.66
			MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	163.29
						CHECK TOTAL:	180.95
00390238	04/28/17	Jamie Jameson	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	152.52
			MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	35.66
						CHECK TOTAL:	188.18
00390239	04/28/17	Lisa Williams	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	200.00
						CHECK TOTAL:	200.00
00390240	04/28/17	Maintex	OTHER CUSTODIAL SUPPLIES	0107477409	4361	OTHER CUSTODIAL SUPPLIES	1,718.39
			CUSTODIAL CONSUMABLES(PAPER)	0106477409	4360	CUSTODIAL CONSUMABLES(PA	103.78

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Commercial Check Register

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SELECT Check ID's and Numbers: 76@ ; Check Dates: 04282017

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			CUSTODIAL CONSUMABLES (PAPER)	0106477409	4360	CUSTODIAL CONSUMABLES (PA	29.16
			OTHER CUSTODIAL SUPPLIES	0108477409	4361	OTHER CUSTODIAL SUPPLIES	-84.41
						CHECK TOTAL:	1,766.92
00390241	04/28/17	Montgomery Hardware Co	MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	124.11
						CHECK TOTAL:	124.11
00390242	04/28/17	Patti Rabun	MATERIALS & SUPPLIES-INSTRUCT	0113015040	4310	MATERIALS & SUPPLIES-INS	18.29
			REFRESHMENTS - NOT FOOD SERV	0113015040	4325	REFRESHMENTS - NOT FOOD	172.18
			MATERIALS & SUPPLIES-INSTRUCT	0113015040	4310	MATERIALS & SUPPLIES-INS	68.61
						CHECK TOTAL:	259.08
00390243	04/28/17	PRICE, CHRISTINA	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	201.37
						CHECK TOTAL:	201.37
00390244	04/28/17	Resilient Communicatio	GENERAL SUPPLIES-NON INSTRUCT	0113457175	4340	GENERAL SUPPLIES-NON INS	100.21
			EQUIPMENT - NEW	0113457175	4410	EQUIPMENT - NEW	2,731.46
						CHECK TOTAL:	2,831.67
00390245	04/28/17	Safety 1st Pest Contro	MARCH 2017	0108477409	5550	PEST CONTROL	125.00
			MARCH 2017	0107477409	5550	PEST CONTROL	125.00
			MARCH 2017	0106477409	5550	PEST CONTROL	125.00
			MARCH 2017	0105477409	5550	PEST CONTROL	175.00
			MARCH 2017	0102477409	5550	PEST CONTROL	50.00
						CHECK TOTAL:	600.00
00390246	04/28/17	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	62.48
						CHECK TOTAL:	62.48
00390247	04/28/17	TOGAWA, GREG	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	1,760.61
			MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	28.94
						CHECK TOTAL:	1,789.55
00390248	04/28/17	Vogel, Melinda	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	64.99
			MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	125.30
						CHECK TOTAL:	190.29
00390249	04/28/17	WILLIAMS, JAY	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	773.73
						CHECK TOTAL:	773.73
00390250	04/28/17	Young, Chenelle M.	MISC OUTSIDE VENDOR	0102315890	5860	MISC OUTSIDE VENDOR	250.00
						CHECK TOTAL:	250.00
00390251	04/28/17	Pearson	MATERIALS & SUPPLIES-INSTRUCT	1119014680	4310	MATERIALS & SUPPLIES-INS	497.50

SELECT Check ID's and Numbers: 76@ ; Check Dates: 04282017

<u>Check #</u>	<u>Register</u>	<u>Payee Name</u>	<u>Description</u>	<u>Key</u>	<u>Object</u>	<u>Object Description</u>	<u>Check Amount</u>
CHECK TOTAL:							497.50
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							19,796.92
GRAND TOTAL							19,796.92



## Laguna Beach Unified School District

### 13.i. CONSENT/ACTION

May 9, 2017

**Approval/Ratification: Community Facilities District 98-1 (Crystal Cove) Administrative Expense Fund Disbursements Totaling \$619.60**

#### **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 \$8,545,000 which is based on principal paid through September 2016. Staff requests approval of the payment detailed on the Administrative Funds Disbursement list.

#### **Budget Impact**

The \$619.60 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 \$19,358.92.

	Payee Name & Address	Purpose	Revenue	Expense	Balance
1	Beginning Balance				\$19,976.01
2	David Taussig & Assoc.	Inv. 1703204		\$619.60	
3	Interest Earned	Mar. 2017	\$2.51		
4	Ending Fund Balance				<b>\$19,358.92</b>

#### **Recommended Action**

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

## **Laguna Beach Unified School District**

### **13.j. CONSENT/ACTION**

**May 9, 2017**

**Approval: Quarterly Report – Board Policy 3002 – Investments**

#### **Proposal**

It is proposed that the Board of Education approve the attached Investment Report as per Board Policy No. 3002 – Investments.

#### **Background**

Senate Bill 564 added Government Code section 53646 requiring the chief fiscal officer of each local agency in California to annually render a statement of investment policy and to render quarterly reports to the governing board with respect to the agency's investments. A District Investment Policy was adopted at the October 22, 2002 regular Board meeting.

In addition to reviewing the wording in the bill, there has been an advisory issued from School Legal Services regarding implementation of the requirements in SB564.

Government Code Section 53646 (e) states: "If a local agency has placed all of its investments in...a county investment pool...the chief fiscal officer may supply to the governing body...the most recent statement or statements received by the local agency from these institutions..."

A memo from School Legal Services to districts says, "In most cases, districts in Orange County would be able to rely on the provisions of Section 53646 (e) and provide the most recent statements received by the local agency from the county treasurer. Only in cases where districts have invested surplus funds outside the county treasury, LAIF, or a bank or savings and loan will districts be required to prepare an individualized written report."

On July 3, 1995, the Office of the Treasury-Tax Collector established a separate bank and custody account entitled the Orange County Educational Investment Pool for public education funds. Available at the District Office for review is the March 2017 Treasurer's Management Report from the Orange County Treasurer's Office and the March 2017, bank statements for District funds held outside the County Treasury.

Government Section 53646 (b)(2) states: "the quarterly report shall state compliance of the portfolio to the statement of investment policy." Under section 3430(b), the investment policy specified that the District shall deposit in the Orange County Treasury, pursuant to Education Code section 41001, to be placed to the credit of the proper fund, all General funds, Adult Education funds, Cafeteria funds, Deferred Maintenance funds, General Obligation Bond funds, Capital Facilities funds, Developer Fees, School Facilities funds, Special Reserve funds, and Foundation Trust funds.

The District and the Orange County Treasury shall make investments of all such funds within the requirements of the "Prudent Investor Rule" in California Probate Code section 16045 et seq.

#### **Budget Impact**

District monies are deposited in compliance with Board Policy 3002 – Investments.

#### **Recommended Action**

Staff recommends the Board of Education approve the report on District investments and certify that the method of investments is in compliance with the District investment policy.

**Quarterly Financial Investment Report**  
**Pursuant to Government Code Section 53646 and**  
**Board Policy No. 3002 – Investments**

**March 31, 2017**

As of March 31, 2017, Laguna Beach Unified School District had the following deposits:

<u>At the Orange County Treasury</u>	
General Fund	\$ 2,929,703
Adult Education	60,992
Cafeteria Fund	46,675
Special Reserve Other Than C/O	16,081,784
Capital Facilities Fund	216,394
Special Reserve Fund – FRRP	3,879,201
Special Reserve – Aliso Property	5,209,301
Special Reserve – Capital Imp Plan	<u>3,332,025</u>
<b>Total in County Treasury</b>	<b>\$31,756,075</b>
<u>At Wells Fargo Bank</u>	
LBUSD Revolving Cash Account	\$ 50,012
Miscellaneous Clearing Account	78,454
Cafeteria Fund Clearing Account	58,519
Thurston Student Body Account – Checking	<u>12,838</u>
<b>Total in Wells Fargo Bank</b>	<b>\$ 199,823</b>
<u>At Citizen's Business Bank</u>	
Laguna Beach High School Student Body Account – Checking	\$ 80,188
Laguna Beach High School Student Body Account - Savings	<u>79,817</u>
<b>Total in Citizen's Business Bank</b>	<b>\$ 160,005</b>
<u>At U.S. Bank</u>	
Community Facilities District No. 98-1 (Crystal Cove)	
Bond Administration Fund	\$ 19,979
<u>CalPERS</u>	
CERBT Strategy 3	\$ 2,654,489

## **Laguna Beach Unified School District**

### **13.k. CONSENT/ACTION**

**May 9, 2017**

**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 Non-to-Exceed Amount of \$12,000 Plus Direct Costs Non-to-Exceed Amount of \$13,000 for Fiscal Year 2017/2018**

#### **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 2017/2018.

#### **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 2017/2018.

#### **Budget Impact**

There is no impact to the General Fund as the cost of administering the CFD can be included in the fiscal year 2017/2018 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 2017/2018.

**Laguna Beach Unified School District**

**13.I. CONSENT/ACTION**

**May 9, 2017**

**Approval: Educational Fieldwork Agreement for Student Fieldwork Experience with the University of Redlands from June 1, 2017 through June 30, 2019**

**Proposal**

Staff proposes the Board of Education approve an Educational Fieldwork Agreement for Student Fieldwork Experience with the University of Redlands from June 1, 2017 through June 30, 2019.

**Background**

The District routinely enters into agreements with various local universities in order to provide educational fieldwork experience to students enrolled in various educational programs of the university.

**Budget Impact**

There is no financial impact to the District.

**Recommended Action**

Staff recommends the Board of Education approve an Educational Fieldwork Agreement for Student Fieldwork Experience with the University of Redlands from June 1, 2017 through June 30, 2019.

## EDUCATIONAL FIELDWORK AGREEMENT 2017-2019

This agreement is entered into by and between **LAGUNA BEACH UNIFIED SCHOOL DISTRICT** (hereinafter called the "District"), and the **UNIVERSITY OF REDLANDS** (hereinafter called the "University"). This term of agreement shall be from **1 June 2017** until **30 June 2019**.

### A. RECITALS

1. The purpose of this Agreement is to provide educational fieldwork experiences to students enrolled in the Professional Educational curriculum and/or the Communicative Disorders curriculum of the University. This Agreement is entered into pursuant to the applicable provisions of the California Educational Code, including, but not limited to, Section 11006.
2. Notwithstanding any other provisions herein, this Agreement shall become operant only pursuant to the provisions of Board Policy/Administrative Regulation of the District.

### B. OPERATIVE PROVISIONS

1. The District shall provide educational fieldwork experiences in schools, classes or other appropriate sites of the District, under the direct supervision and instruction of certificated employees of the District, not to exceed 16 semester units of credit per student.
2. The District may, for good cause, refuse to accept for participation, any student of the University assigned to educational fieldwork experiences in the District. The University shall terminate the assignment of any student of the University upon the District's request, which request shall be made only for good cause.
3. In performance of this Agreement, each of the parties hereto agrees that it shall not discriminate against any student on the basis of race, color, religion, ancestry, national origin, physical or mental impairment, sex, or any other basis prohibited by law.
4. Credential and degree candidates assigned field experiences in #6 that follows, will have California Department of Justice and Federal Bureau of Investigation fingerprint clearance documentation on file with the University. The University certifies that all credential Students have provided proof of negative tuberculosis to the University before starting any coursework leading to a California credential. The University certifies that University holds proof of negative tuberculosis for all Students placed within District.
5. Credential candidates assigned field experiences in #6 that follows, will be provided early educational fieldwork experiences including the appropriate student and school permission embedded in the California Commission on Teacher Credentialing TPA (Teacher Performance Assessment), a required mandate.

Assignment of a student of the University to pre-service fieldwork experiences in schools will be under the following definitions:

**"Student Teachers"** means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid classroom teaching experiences and/or individualized therapy under the supervision of a regularly credentialed

employee of the District. An assignment of a student of the University to a student teaching or placement in schools of the District shall be at the discretion of the University, working cooperatively with the District. The assignment shall last for a designated period of time, not to exceed a full semester of 15 weeks.

**“Clinic Teachers”** means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, to engage in limited unpaid classroom teaching experiences under the supervision of a regularly credentialed employee of the District. Clinic teaching is designed to provide University teacher candidates limited exposure and practice to teaching methods for a designated period (usually 4 to 6 weeks). Arrangements for this experience will be made cooperatively between the University supervisor and the principal of the participating school.

**“Student Interns”** means person recommended by the University possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid educational service experiences (counseling, administration, librarianship, etc.) under the supervision of a regularly credentialed employee of the District.

**“Teaching Interns”** means persons recommended by the University possessing a certificate of clearance and an Internship Credential, who have been approved to engage in paid teaching services under the supervision of a regularly credentialed employee of the District and a University supervisor for a minimum of 18 weeks. The University reserves the right to issue or deny the preliminary teaching credential at the end of the internship experience. Either the District or the University may remove the teaching intern for unsatisfactory performance.

**“Student Observers”** means persons recommended by the University who have been approved to engage in observation of classroom teaching or other educational services performed by regularly credentialed employees of the District. Student observers may be permitted to engage in limited educational fieldwork experiences under the direct supervision and in the presence of a regularly credentialed employee of the District.

**“Education Administration Fieldwork/Interns”** means persons recommended by the University who hold a baccalaureate degree from a regionally accredited institution of higher education (EC 44453) and has completed three years experience (intern) five years experience (Preliminary Administrative Services Program) on a prerequisite credential, received a passing score on the CBEST, and is eligible for an Administrative Internship Credential, who have been approved to engage in paid administrative services, if this does not displace a certificated employee, and shall be under the supervision of a regularly credentialed employee of the District and a University Supervisor for a minimum of 16 weeks. The University authorizes the candidates in an administrative internship program to assume the functions authorized by the regular administrative services credential. The University reserves the right to issue or deny the preliminary administrative credential at the end of the internship experience. Either the District or the University may remove the administrative intern for unsatisfactory performance.

PASC students are required to complete 60 hours of fieldwork, 10 hours per course under the supervision of an on-site supervisor/coach, holding an Administrative Services Credential and working in an administrative capacity. Students will complete 20 hours of fieldwork at an elementary site, 20 hours at a middle school site, and 20 hours at a high school site under the supervision of a Supervisor/Coach. Supervisor/Coaches will meet 6 times each semester with the PASC student to 1. Plan a prescribed administrative Fieldwork Experience 2. Implement the plan to enhance the on-site experience 3. Evaluate each area implemented to ensure a completed quality experience 4. Provide quality feedback to the candidate. Supervisor/Coaches are invited to attend planned professional development workshops provided by the School of Education.

**“Counseling Fieldwork Candidates”** means persons recommended by the University, possessing a certificate of clearance, current TB test, and passing CBEST, have completed an application for Field Placement approved by the Counseling Fieldwork Coordinator, completed 100 hours of practicum with a 3.0 GPA or better in the following courses: EDUC 601 The Counseling Process, CMHC 610 Sociocultural Counseling and Intervention, and EDUC685 PPS: Counseling in Schools. Candidates have enrolled in or completed the following courses: EDUC 653 Theories of Counseling and Psychotherapy and EDUC 680 Human Development Across the Life Span. Candidates are currently enrolled in EDUC 677 Supervised Field Work in Counseling. Candidates will be under the supervision of a regularly paid Pupil Personnel Service Credentialed employee of the District and a University supervisor. One hour of supervision will be provided by the district supervisor for every 50 hours of fieldwork experience. The district supervisor and the counseling candidate will decide on the number of fieldwork hours to be completed at any given site. This information will be noted in writing prior to beginning the fieldwork experience. A total of 600 clock hours of fieldwork is required to complete the pupil personnel services credential. 400 hours must be completed in public K-12 settings, and up to 200 hours can be completed in non-public counseling settings. The 400 hours of public K-12 experience must be completed in two different K-12 levels, 200 must be completed in a high school setting. The University reserves the right to issue or deny the pupil personnel services credential at the end of the field experience. Either the District or the University may remove the counseling candidate for unsatisfactory performance.

**“Communicative Disorders Fieldwork/Interns”** means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid educational service experiences (evaluation, conferencing, therapy, etc.), under the supervision of a state credentialed and ASHA certified speech/language pathologist. An assignment of a student of the University to a placement in the Public School shall be at the discretion of the University, working cooperatively with the Public School. The assignment shall last for a designated period of time, not to exceed a full semester of 15 weeks (usually 10 to 13 weeks).

6. The assignment of a student of the University to pre-service fieldwork experiences in the District shall be deemed to be effective for the purposes of this Agreement as of the date the University presents to the proper authorities of the District a document effecting such assignment or through other procedures established and communicated by the District.
7. The University will be responsible for providing a University supervisor or person designated and employed by the University to direct, supervise, and evaluate the performance of students of the University engaged in pre-service fieldwork experiences. This person(s) will work cooperatively with those individuals in the District responsible for placement and direct supervision.
8. The University is obligated to maintain neutrality in the District’s labor disputes, to ensure that all field experiences, including practice teaching, will be educationally valid, and to avoid placing its students in situations in which there is a risk of physical injury.
  - A. In the event of a labor dispute in the District, University students involved in field experiences shall report to the University until the University supervisor and director of fieldwork have assessed the situation.
  - B. During a labor dispute at a District field experience site, University faculty members who supervise students will visit the District’s school site on a regular basis to observe, to meet with District personnel, and to determine whether the situation remains educationally valid and physically safe for field experience activity.



- C. During disputes, if the situation is educationally valid and physically safe and the District teacher is present in his/her regular position, the University supervisor will allow the student the option of continuing to practice teach at that site or of terminating the assignment.

#### **C. FINANCIAL PROVISION**

1. It has been determined between the parties hereto that any payments to be made to the District or its employees under this Agreement do not exceed the actual cost to the District of the services rendered by the District.
2. Notwithstanding any other provisions of this Agreement, the University shall not be obligated by this Agreement to pay the District or its employees any amount in excess of the total sum set forth in financial provisions.
3. The University shall tender to the District an honorarium of \$100.00 per seven week period for each full-time student teacher of the University assigned to schools in the District, to be paid at the end of the assignment. The District shall reimburse each supervisory master teacher/employee, at rates specified herein.
4. For Counseling Fieldwork Candidates only, the University shall tender to the District a \$100.00 honorarium to be paid at the end of the assignment. The District shall reimburse each district supervisor/employee at the rates specified herein.
5. For Communicative Disorders Fieldwork/Interns only, the University shall tender to the District an honorarium of \$200.00 for each full-time supervisor for each full-time student of the University to be paid at the end of the assignment. The District shall reimburse each master teacher at rates specified herein.

#### **D. ALTERATION DISCLAIMER**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding of agreement not incorporated herein shall be binding on any of the parties hereto.

#### **E. MUTUAL HOLD HARMLESS AND INDEMNIFICATION**

**THE UNIVERSITY OF REDLANDS** shall hold harmless, defend and indemnify **LAGUNA BEACH UNIFIED SCHOOL DISTRICT** and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorney fees), or causes of action arising from any negligent or willful act of **THE UNIVERSITY OF REDLANDS**, its officers, employees, or student teachers incurred in the performance of this Agreement.

**LAGUNA BEACH UNIFIED SCHOOL DISTRICT** shall hold harmless, defend and indemnify the **UNIVERSITY OF REDLANDS** and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorney fees), or causes of action arising from any negligent or willful act of **LAGUNA BEACH UNIFIED SCHOOL DISTRICT** its officers, employees, or student teachers incurred in the performance of this Agreement.

#### **F. NO EMPLOYER-EMPLOYEE RELATIONSHIP**

No relationship of employer and employee is created by this agreement. It is understood that the student shall have no claim under this agreement against the School District for vacation with pay, sick leave, retirement benefits, medical or dental insurance, worker's compensation benefits or social security contributions.

#### **G. OTHER AGREEMENT**

This Agreement replaces all previous agreements between the **UNIVERSITY OF REDLANDS** and the **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**. This Agreement may be extended or modified for subsequent periods of time with the written agreement of both parties.

This Agreement is executed this day **1 June 2017**.

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

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

Date \_\_\_\_\_

#### **UNIVERSITY OF REDLANDS**

By \_\_\_\_\_  
Kathy Ogren  
Provost

Date 3/22/17

**Laguna Beach Unified School District**

**13.m. CONSENT/ACTION**

**May 9, 2017**

**Approval: School Psychology Internship Fieldwork Agreement with Chapman University**

**Proposal**

Staff proposes the Board of Education approve a School Psychology Supervised Practicum/Internship Fieldwork Agreement with Chapman University from August 1, 2017 through September 1, 2022.

**Background**

The District routinely enters into Agreements with various local universities in order to provide educational fieldwork experience to students enrolled in a school psychology program of a university.

**Budget Impact**

There is no financial impact to the District.

**Recommended Action**

Staff recommends the Board of Education authorize the approval of a School Psychology Supervised Practicum/Internship Fieldwork Agreement with Chapman University from August 1, 2017 through September 1, 2022.



CHAPMAN  
UNIVERSITY  
Orange, California 92866

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## **SCHOOL PSYCHOLOGY SUPERVISED UNPAID PRACTICUM / INTERNSHIP FIELDWORK AGREEMENT**

THIS AGREEMENT is made and entered into by and between Chapman University hereinafter called the "UNIVERSITY," and the Laguna Beach Unified School District, hereinafter called "FIELDWORK SITE."

### **I. RESPONSIBILITIES OF THE UNIVERSITY**

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

### **II. RESPONSIBILITIES OF THE FIELDWORK SITE**

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.
- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.

- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX A regarding the FIELDWORK SITE'S supervision of UNIVERSITY students, as attached and incorporated by reference.

### **III. THE PARTIES MUTUALLY AGREE**

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its trustees, agents, or employees.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its trustees, agents, and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. University and Fieldwork Site each agree to maintain insurance or a program of self insurance throughout the term of this Agreement as follows:
  - i. General liability coverage, written on an occurrence form, with limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, and
  - ii. Professional liability insurance written on a claims-made form or Occurrence form, with limits of One Million Dollars (\$1,000,000) per claim/occurrence and Two Million Dollars (\$2,000,000) in the aggregate. University shall provide coverage for students under school's professional liability policy or shall ensure that all students maintain individual professional liability insurance coverage with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate, and
  - iii. University and Fieldwork Site shall maintain statutory Workers' Compensation coverage on their respective employees working at Fieldwork Site pursuant to this Agreement. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential

requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training, and

iv. University and Fieldwork Site shall provide certificates of insurance evidencing all coverage described herein, naming the other party as a Certificate Holder with policy endorsements for Waiver of Subrogation against the other party and naming the other party as an Additional Insured. Such evidence will be provided on a basis consistent with the effective date of this Agreement and annually thereafter. Each party shall provide the other party with written notice at least thirty (30) days in advance of any material modification or cancellation of such coverage. With respect to individual policies of insurance maintained by students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

- G. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- H. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- I. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

**SCHOOL DISTRICT INFORMATION:**

Laguna Beach Unified School District  
550 Blumont St.  
Laguna Beach, CA 92651

**UNIVERSITY CONTACT INFORMATION:**

Attn: Harold Hewitt, VP & COO  
Chapman University  
One University Drive  
Orange, CA 92866

- J. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- K. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- L. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- M. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

- N. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the parties may execute this Agreement via fax or electronic mail transmission. A true and correct copy of this Agreement, as executed by the parties, may be used in lieu of an original for all purposes permitted by law.

#### **IV. TERM AND TERMINATION OF AGREEMENT**

- A. THE TERM of this Agreement shall be effective August 1, 2017 and shall continue in full force and effect through September 1, 2022. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

#### **SIGNATURES:**

FIELDWORK SITE:      Signature: \_\_\_\_\_  
                                 Name: \_\_\_\_\_  
                                 Title: \_\_\_\_\_  
                                 Date: \_\_\_\_\_

UNIVERSITY:              Signature: \_\_\_\_\_  
                                 Name:      Harold W. Hewitt, Jr.  
                                 Title:      Executive Vice President & COO  
                                 Date: \_\_\_\_\_

## **Appendix A**

### **Specific Supervision Requirements**

#### **School Psychology Fieldwork:**

- A. Provide an average of one 2 hours of individual or small group supervision per week from a school psychologist with at least three years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
  - a. Data-Based Decision Making and Accountability
  - b. Consultation and collaboration.
  - c. Interventions and Instructional Support to Develop Academic Skills.
  - d. Interventions and Mental Health Services to Develop Social and Life Skills.
  - e. School-Wide Practices to Promote Learning.
  - f. Preventive and Responsive Services.
  - g. Family-School Collaboration Services.
  - h. Diversity in Development and Learning
  - i. Research and Program Evaluation.
  - j. Legal, Ethical, and Professional Practice.
- E. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least three years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- F. The FIELDWORK SITE shall ensure that the student receives an average of two hours of individual or group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- G. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- H. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.
- I. Audio and/or video taping of selected psychology activities by the student for purposes of supervision shall be conducted by the FIELDWORK SITE or UNIVERSITY provided that all parties to be recorded have separately consented to such taping.



**Laguna Beach Unified School District**

**14. INFORMATION**

**May 9, 2017**

**Report on Student Survey Results Regarding Athletic Participation and Requested Sports Programs from Middle School and High School Students**

**Proposal**

Staff is requesting Board direction regarding the potential to add two new sports to the high school athletic program based on survey results from middle school and high school students.

**Background**

Laguna Beach High School Athletic Director, Lance Neal, conducted a survey of middle school and high school students to identify student interest in currently offered sports programs at the high school and potential student interest in CIF sanctioned sports that LBHS does not currently offer including Boys and Girls Lacrosse and Wrestling.

Student responses indicate a high level of interest in all sports currently offered at LBHS as well as the potential additions of Lacrosse and Wrestling.

The addition of any sports programs to the current high school program would need considerable review for the following reasons:

- Title IX Impacts
- Budget Costs
- Facility availability within LBUSD to support additional programs
- Impacts on current sports offered

**Budget Impact**

TBD

**Recommended Actions**

Staff seeks direction from the Board of Education regarding potential next steps.

## **Laguna Beach Unified School District**

### **15. INFORMATION**

**May 9, 2017**

#### **Report and Discussion on Community Learning Center (CLC) Program**

##### **Proposal**

Staff will present current status of Community Learning Center program and seeks direction from the Board of Education on potential next steps.

##### **Background**

Due to the recent resignations of the two assigned teaching staff in the Community Learning Center (CLC) program located in Top of the World Elementary, it was brought to the attention of administrative staff by CLC PTA Leadership, that the California Education Code section 58503 prohibited the School District from involuntarily assigning teaching staff to the Alternative Program. This discussion prompted additional research by staff regarding the history of CLC, past practices, California Education Code requirements regarding alternative school programs, and the current status regarding enrollment.

In 1983 the Laguna Beach Unified School District's Board of Education authorized, by the California State Education Code Sections 58500 and 58512, the development of an alternative school program within the school district, Community Learning Center (CLC). Education Code sections 58500 to 58512 set forth discretionary legislation whereby a school district "may establish and maintain" one or more alternative schools or programs within its boundaries. California Education Code further states that alternative programs remain under the direct authority of the authorizing school district, subject to all laws and policies of the governing school district. The determination of course content and curriculum belongs to the governing board as well ( § 51014 and § 51017). Although the Education Code values parent "opportunity" to "cooperatively develop" subject matter taught in the alternative school program ( § 58500), the law does not allow stakeholders to dictate the course content.

The approval of The Community Learning Center, to be operated within the Laguna Beach Unified School District, was based on a recommendation by the Alternative School Task Force and voted on by the Board of Education. In the 1983 Task Force proposal, the alternative school program, CLC, was to offer every student the opportunity to learn in an environment structured to meet individual needs and learning styles. Learning opportunities agreed to be compatible with student goals and objectives, and based on an assumption of individual involvement and personal responsibility by the student. The above described program\* agreed to include:

1. A rational, respectful, and cooperative relationship among and between teachers, students, parents, and community members.
2. An environment similar to a laboratory or workshop with access to a variety of learning centers and creative activities.
3. The student as an active participant in the learning process. Movement, decision making, self-directed learning, experimentation, invention, and inquiry will be encouraged both inside and outside the classroom
4. Individual assessment, group evaluation and independent contracts used as tools to aid in the growth of the student and the center. Frequent conferences will keep

the students, teachers, and parents informed of progress, and will provide guidance for future planning.

5. Cognitive, effective, physical, and intuitive – activities as highly valuable parts of the educational experience.

\*From initial 1983 Board Approved Proposal

Based on the approved language from the proposal in 1983, enrollment for the Community Learning Center was to be open to “any student in the Laguna Beach Unified School District.” It was approved that the guidelines for enrollment would be in accordance with the State of California Education Code. At the time CLC was approved by the Board of Education, no priority was provided to siblings of students currently enrolled and current Board Policy 5036 does not provide for sibling priority in current intra-district transfers. Parents and students who wished to enroll in CLC were asked to agree to the following:

1. Assume responsibility for learning.
2. Participate in all community meetings.
3. Assume responsibility for attendance.
4. Be in agreement with the stated goals and objectives of the school.

California Education Code section 58503 requires that teachers employed and students enrolled in the alternative program be “selected entirely from volunteers.” In accordance with current collective bargaining procedures, the Human Resources staff posted the two vacancies at the CLC program for current teachers to voluntarily transfer. The posting closed two weeks ago with no volunteer internal applicants. Should the Board desire to continue an alternative program with two full time teachers, the district would be required to hire two additional teachers.

Student enrollment, as stated above, must be voluntary and cannot be limited by his or her previous classroom experience. ( § 58504)

Current student volunteer enrollment requests for CLC, as of 5/2/2017 are as follows:

Grade 1- 37 students on waitlist

Grade 2- 7 students confirmed

Grade 3- 6 students confirmed, 1 potential student (Sibling request)

Grade 4- 4 students confirmed, 1 potential student (Sibling request)

Though not a question posed by CLC PTA, it was discovered through staff research that the CLC requirement of parents to volunteer in the classroom is a violation of the Education Code and the California Constitution. An alternative school program must be available to all students of the District on an equal basis, and no payment of a fee, or performance of service can be required for parents/students to secure admission or access to the program. The California Department of Education has specifically confirmed that mandatory “Parent Service Hours” violate the “pupil fee” provisions of the Education Code. The CDE concluded that school districts and charter schools may not require parental service or volunteer hours as a condition of admission, enrollment, continued enrollment, sibling preference, attendance, participation in educational activities, or receipt of credit or privileges related to educational activities. The CDE also found that the payment of a required fee in lieu of performing volunteer hours as a condition of educational benefits is not permitted. However, the CDE confirmed that schools can solicit *voluntary* donations and *voluntary* participation hours from parents. Specifically, a school district or school may *request* that parents volunteer a specific number of hours per school year, and identify the benefits to the school as a result of these truly volunteer services.

Additionally, California Education Code states that all Alternative Programs are required to undergo a system of evaluation (California Education Code 58510). Education Code 58510 states that “each district operating an alternative school/program shall annually evaluate such school/program. The evaluation shall include testing of basic skills for student participants, and must identify the variables which may have affected student academic achievement. The process of evaluation shall also include teacher, parent, and student input from the alternative school itself.” The 1983 Board approval of the CLC program references this expectation however records indicate that this evaluation did not continue past the first few years of the approval of the CLC program.

Lastly, Education Code section 58507 requires that approval of alternative programs shall be maintained and funded by the school district at the same level of support as other education programs for children of the same age level operated by the district.” (Education Code § 58507) The approved alternative education plan was originally intended “to operate under the same class size ratio formula and financial assistance as provided other district supported programs.” Currently the class size ratio of 20 students to 1 teacher in the CLC program has created an inequity in the school district related to similar class size ratios throughout the district in grades 1-4.

#### **Budget Impact**

TBD

#### **Recommended Actions**

Staff requests that the Board of Education provide direction for potential action regarding the feasibility of adding new staff members (or adding additional resources) to support the alternative program at the next board meeting.

## **Laguna Beach Unified School District**

### **16. ACTION**

**May 9, 2017**

**Approval: Course of Study for the LBUSD Secondary Schools for the 2017/18 school year**

#### **Proposal**

Staff proposes the Board of Education approve the Course of Study for the LBUSD Secondary Schools for the 2017/18 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 Report contains a listing of course titles by curricular area, along with indications of new and deleted courses.

The Curriculum Council process allows each district school the ability present for approval curriculum recommendations to reflect the immediate needs of the students in the community served develop and implement. Each school has parent, teacher and administrator participation in curriculum improvement through department groups, and School Site Councils.

The Course of Study and Course Catalogues prepared by each school are available to parents and students. (*Laguna Beach High School and Thurston Middle School course catalogs are accessible from each school's website.*) LBUSD high school graduation requirements can also be reviewed on the LBUSD website.

#### **Budget Impact**

There is no budget impact.

#### **Recommended Action**

Staff recommends the Board of Education approve the Course of Study for the LBUSD secondary schools for the 2017/18 school year

Laguna Beach Unified School District

**High School Course of Studies**

2017-2018 School Year

Course ID	Course Title	College Prep	New Course
A514/2206	Honors Spanish II	X	
A533/2207	Honors Spanish III	X	
2214	Mandarin Chinese I	X	
2215	Mandarin Chinese II	X	
2223A	Mandarin Chinese III	X	X
A536/2298	Honors Spanish IV	X	
2322	Musical Theatre Workshop	X	
2352	ROP Dance III	X	
2355	Dance I		
2356	Dance Company	X	
2357	ROP Dance II	X	
2400	Algebra II Essentials		
2472	AP Computer Science Principles	X	X
2483	AP Statistics	X	X
2509	Exploring Dance		
2536	Peer Leadership/Peer Assist		
2820/A488	Honors Digital Photo	X	
2821	Yearbook/Media Publication	X	
2898/A407	Honors Art Studio	X	
2905	Technical Theatre	X	
2908	Video Production I	X	
5621	Multimedia Production	X	
5622	Multimedia Design	X	
5713	Graphic Design Fundamentals	X	X
5714	Multimedia Design Advanced CCA	X	
5718A	Dance II	X	
5718B	Dance III	X	
5719A	Dance IV	X	
5720	ROP Dance Company	X	
5721	Technical Theatre	X	
5737	Introduction to Art	X	
5742	Musical Theatre Workshop	X	
5743	Theater II	X	
5751	3 Dimensional Design	X	
5762A	ROP/GrapDesTech	X	
5769	Graphic Publication	X	

6001	Peer Tutoring		
6098	Student Lab Assistant		
A005	Leadership		
A026	Cheer Team		
A027	Journalism	X	
A033	Support Algebra II		
A034	Support/Algebra I		
A035	Support/English 9		
A036	Support/English 10		
A037	Support/English 11		
A038	Support/English 12		
A040	Support/Geometry		
A104	Football		
A1042	Football Post Season		
A105	Cross Country/B		
A106	Water Polo/B		
A108	Cross Country/G		
A109	Basketball/G		
A110	Basketball/B		
A111	Golf/G		
A112	Track/B		
A113	Tennis/B		
A114	Basketball/B-Post Season		
A115	Basketball/G Postseason		
A116	Baseball		
A117	Golf/B		
A118	Volleyball/B		
A130	Surf Team		
A131	Surf Post Season		
A132	Water Polo/G		
A1501/A1502	Fitness & Wellness Fall		
A1513/A1514	Advanced Athletic Conditioning		
A153	ROP Dance I		
A154	Dance Fundamentals		
A161	Beach Volleyball		
A162	Soccer/G		
A163	Soccer-Post Season		
A164	Beach Volleyball Boys		
A165	Volleyball/G		
A166	Tennis/G		
A168	Track/G		
A170	Swimming/B		
A171	Swimming/G		
A172	Softball/G		
A186	Soccer/B		

A214	Modified Global Studies/Skills		
A215	Global Studies & Skills		
A218	World History/Basic		
A220	World History	X	
A224	AP European History	X	
A228	US History/Basic		
A230	US History	X	
A231	AP United States History	X	
A240	American Government	X	
A242	Economics	X	
A245	AP Government and Politics US	X	
A246	AP Macroeconomics	X	
A260	Intl Rltns/Model United Nation	X	
A301	English Language Development		
A306	Modified English		
A308	English/Basic		
A310	English 9	X	
A313/2130	Honors English 9	X	
A316	English 09/Basic		
A318	English 10/Basic		
A320	English 10	X	
A322/2131	Honors English 10	X	
A328	English 11/Basic		
A330	English 11	X	
A332	AP English Language and Comp	X	
A338	English 12/Basic		
A340	English 12	X	
A348	AP English Literature and Comp	X	
A400	STEM Careers	X	
A413	Ceramics 1	X	
A4132	Ceramics	X	
A414	AP Studio Art 3-D Design	X	
A417	3D Design Advanced Ceramics	X	
A435	Drama	X	
A438	AP Studio Art-Drawing	X	
A439	AP Studio Art 2-D Design	X	
A440	Art Studio	X	
A450A4501	Chorus	X	
A4521	Marching Band	X	
A453	Drumline		
A454	Wind Ensemble	X	
A455	Jazz Ensemble	X	
A457	Intro Guitar/Ukelele I	X	
A462	AP Music Theory	X	
A463	String Ensemble	X	



A510	French I	X	
A512	Spanish I	X	
A513	Spanish II	X	
A520	French II	X	
A530	French III	X	
A532	Spanish III	X	
A534	Spanish IV	X	
A535	Spanish V	X	
A540	French IV	X	
A541	French V	X	
A550	AP French Language and Culture	X	
A553	AP Spanish Language	X	
A557	AP Spanish Literature	X	
A602	Modified Math		
A611	Algebra I	X	
A618	Basic Geometry		
A620	Geometry	X	
A626/A627	Honors Algebra II	X	
A630	Algebra II	X	
A636	Statistics	X	
A640	Pre Calculus	X	
A641	Honors Pre Calculus	X	
A642	Calculus	X	
A650	AP Calculus AB	X	
A651	AP Calculus BC	X	
A700	Human Ecology/Health	X	
A702	Modified Health		
A708	Environmental Science	X	
A711	Life Science		
A716	Introduction to Engineering		
A718	Marine Ecology	X	
A720	Biology	X	
A725	AP Biology	X	
A726	Anatomy and Physiology	X	
A730	Chemistry	X	
A731	Honors Chemistry	X	
A734	Advanced Chemical Research/H	X	
A740	Physics	X	
A743	AP Physics 1	X	
A925	Core Academic Skills 9		
A926	Core Academic Skills 10		
A927	Core Academic Skills 11		
A928	Core Academic Skills 12		
A929	RSP Core Support		

Laguna Beach Unified School District

**Middle School Program of Studies**

2017-18 School Year

Course Number	Course Title	New Course
B032	Modified Science	
B033	English Language Development	
B038	Basic Math	
B043	Modified Language Arts	
B048	Modified Math	
B066	Read180	
B101	Coed PE 6th Grade	
B102	Coed PE 7th Grade	
B103/B104	PE/Health 8th Grade	
B208	Social Studies 6	
B214	Social Studies 7	
B226	Social Studies 8	
B235	Cultural Studies	
B308	Language Arts 6	
B310	Language Arts Gate 6	
B314	Language Arts 7	
B316	Language Arts Gate 7	
B326	Language Arts 8	
B328	Language Arts Gate 8	
B351	Academic Support	
B352	Core Academy	
B402	Leadership	
B407	Band 8	
B408	Yearbook	
B410	Band 7	
B411	Strings	
B412	Band 6	
B417	Exploratory Wheel	
B420	Creative Arts Wheel	X
B425	STEAM Tech Wheel	X
B439	STEAM	
B456	Drama and Chorus	
B473	Multi Media	
B477	Coding	
B482	Art Studio	
B489	Home Economics	
B510	Spanish 1A	

B514	Spanish 1 B	
B520	Foreign Language Wheel	
B530	French 1A	
B534	French 1 B	
B540	Mandarin 1A	
B541	Mandarin 1B	
B617	Algebra GATE	
B635	Math 6	
B636	Math 6 GATE	
B639	Math 7	
B640	Math 7 GATE	
B641	Math 7/8	
B650	Introductory Algebra	
B651	Introductory Algebra GATE	
B701	Science 6	
B702	Science 7th	
B703	Science 8th	

## Laguna Beach Unified School District

### 17. ACTION

May 9, 2017

**Approval:** Curriculum Committee Recommendation for Textbook Adoption for English Language Arts/English Language Development (ELA/ELD) Framework commencing with the 2017-2018 School Year

#### Proposal

Staff proposes the Board of Education approve the textbook adoption of the ELA/ELD textbooks as outlined in this Board Action Item. The proposed textbooks would be purchased for implementation beginning with the 2017/18 school year. The ELA/ELD Pilot Committee made a presentation at the Curriculum Council Meeting on April 13, 2017. The Curriculum Council recommends approval for the adoption of materials as outlined below.

#### Background

Senate Bill 1200, Statutes of 2012, provided for an update of the California Common Core State Standards: English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects. The ELA/Literacy was modified on March 13, 2013, following the recommendation of State Superintendent of Public Instruction Tom Torlakson, to include the addition of the College and Career Readiness Anchor Standards and technical changes and was presented to the Board during the March study session.

In Laguna Beach Unified School District, a small group of representative stakeholders began the transition to the new framework in the fall of 2015. All sites were represented and the topics covered included Multi-tiered Systems of Support (MTSS), Universal Design for Learning (UDL), Response to Intervention (RTI), and text complexity. From this group the pilot teachers were selected to participate in the Publisher's Fairs and pilot curriculum groups. The ELA/ELD textbook pilots were completed and the committee held a series of meetings to come to consensus on the selected textbooks. The chart below lists the selected textbooks by grade level and are presented for Board approval.

Program	TOW/EMS Selection	TMA Selection	LBHS Selection
<b>ELA/ELD Program 2 All Students</b>	McGraw/Hill Wonders Est. Cost \$225,000	McGraw/Hill StudySync Est. Cost \$220,000	McGraw/Hill StudySync Est. Cost \$240,000
<b>ELA/ELD Program 4 Intensive Intervention</b>	HMH – READ 180 Est. Cost \$4,500	HMH – READ 180 Est. Cost \$4,500	Pearson – iLit Est. Cost \$4,550
<b>ELA/ELD Program 5 Specialized Designated Instruction</b>	Pearson – iLit Est. Cost \$9,100	Pearson – iLit Est. Cost \$9,100	Pearson – iLit Est. Cost \$4,550

### **Budget Impact**

The estimated expense for the adoption of the ELA/ELD Curriculum is \$750,000. This estimate, which is broken down in the chart above, includes consumables and online access for all students for the 2017-2018 school year. This estimate has been increased to include professional development expenses.

### **Recommended Action**

Staff recommends that the Board of Education approve the textbook adoption of the ELA/ELD textbooks as outlined in this Board Action Item. The proposed textbooks would be purchased for implementation beginning with the 2017-2018 school year.

## **Laguna Beach Unified School District**

### **18. ACTION**

**May 9, 2017**

**Approval: Revised 2018-2019 School Year District Calendar**

#### **Proposal**

Staff proposes that the Board of Education approve the revised District Calendar for the 2018-2019 school year.

#### **Background**

The calendar provides for 187 contract days for teachers, of which 181 are instructional days. Teacher Professional Development Days have been included prior to the start of the school year. The calendar was originally approved on June 14, 2016 with the incorrect spring break dates. The revised calendar reflects an earlier spring break which equalizes the amount of instructional time before and after the break to about nine weeks from the beginning of the second semester to the spring break and about ten weeks from the break until the end of the school year.

#### **Budget Impact**

There is no budget impact for approval of the District Calendar.

#### **Recommended Action**

Staff recommends the Board of Education approve the revised District Calendar for the 2018-2019 school year.

# Laguna Beach Unified School District

## 2018-2019 School Year Calendar

This calendar represents 181 instruction days for students.

July						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

October						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

August						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

February						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

May						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1

September						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Non-Student Days

Counselor Start/End Days

Teacher Start/End Days

Board Approved: June 14, 2016

District Closed Days

Back to School/Open House Nights

K-5 Non-Student Day

First/Last Day for Students

6-12 Non-Student Day

**Laguna Beach Unified School District**

**19. ACTION**

**May 9, 2017**

**Approval: Resolution 17-08: Designation of Representative and Alternate for Western Orange County Workers' Compensation Joint Powers Authority**

**Proposal**

Staff recommends the Board of Education approve Resolution 17-08: Designation of Representative and Alternate for Western Orange County Workers' Compensation Joint Powers Authority (JPA) to designate the Assistant Superintendent, Human Resources as the representative to the JPA and designate the Assistant Superintendent, Business Services as the alternate representative.

**Background**

The District is a member of the Western Orange County Workers' Compensation Joint Powers Authority (JPA) for administration of Workers' Compensation claims. As a member, the District's Board must designate a representative and alternate to serve on the Board of this JPA. The Board last approved the designation on November 9, 2015. Due to a change in personnel, an updated designation is required.

**Budget Impact**

There is no budget impact for this item.

**Recommended Action**

Staff recommends the Board of Education approve Resolution 17-08: Designation of Representative and Alternate for Western Orange County Workers' Compensation Joint Powers Authority (JPA) to designate the Assistant Superintendent, Human Resources, currently Leisa Winston, as the representative to the JPA and designate the Assistant Superintendent, Business Services, currently Jeffrey Dixon, as the alternate representative.



**RESOLUTION #17-08**

**DESIGNATION OF REPRESENTATIVE AND ALTERNATE FOR WESTERN  
ORANGE COUNTY WORKERS' COMPENSATION  
JOINT POWERS AUTHORITY**

**WHEREAS, the Laguna Beach Unified School District along with other school districts in Orange County has formed a Joint Powers Agency for the Western Orange County Workers' Compensation.**

**NOW, THEREFORE BE IT RESOLVED, that the Board of Education of the Laguna Beach Unified School District designates Leisa Winston, Assistant Superintendent, Human Resources and Public Communications, as its representative on the Governing Board of the Western Orange County Workers' Compensation Joint Powers Authority and Jeffrey Dixon, Assistant Superintendent, Business Services, as the alternate.**

**AYES:**

**NOES:**

**ABSENT:**

**STATE OF CALIFORNIA)**

**) ss.**

**COUNTY OF ORANGE )**

**I, Dee Perry, Clerk of the Board of Education of the Laguna Beach Unified School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at a regular board meeting held on the 9th day of May, 2017 and passed by a roll call vote of said Board.**

**IN WITNESS THEREOF, I have hereunto set by hand this 9th day of May, 2017.**

\_\_\_\_\_  
**Dee Perry  
Clerk of the Board of Education  
Laguna Beach Unified School District**

**Laguna Beach Unified School District**

**20. ACTION**

**May 9, 2017**

**Approval: Resolution 17-09: Layoff of Classified Employees**

**Proposal**

Staff recommends the Board of Education approve Resolution 17-09: Layoff of Classified Employees.

**Background**

Pursuant to Education Code section 45308, classified employees shall be subject to layoff due to a lack of work and/or lack of funds. This resolution would eliminate the position of Director, Fiscal Services position due to reorganization of the department, which will result in a lack of work for this position.

**Budget Impact**

The elimination of this position saves approximately \$165,000 annually.

**Recommended Action**

Staff recommends the Board of Education approve Resolution 17-09: Layoff of Classified Employees.

**RESOLUTION NO. 17-09**  
**Resolution of the Governing Board of the**  
**Laguna Beach Unified School District**  
**Regarding Layoff of Classified Employees**

**Be It Resolved**, the Governing Board of the Laguna Beach Unified School District determines that the following positions be abolished for lack of work and/or lack of funds pursuant to California Education Code sections 45117 and 45308:

<u>Classification Title</u>	<u>Location(s)</u>	<u>No. of Positions</u>	<u>Full Time Equivalent</u>
Director, Fiscal Services	District Office	1	1.00

**Be It Further Resolved** by the Governing Board:

1. That due to a lack of work and/or lack of funds, the number of classified employees and the amount of service rendered shall be reduced by layoff, as specified above, pursuant to Education Code section 45308.
2. That the Assistant Superintendent of Human Resources and Public Communications is directed to give notice of layoff to the affected classified employees pursuant to the requirements of law.
3. That layoff or reduction shall become effective no earlier than 60 days following service of the notice as required by law.
4. That any employee laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code section 45298.

**Adopted** by the Board of Education of the Laguna Beach Unified School District on May 9, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

I, Dee Perry, Clerk of the Board of Education of the Laguna Beach Unified School District of Orange County, California, certify that the foregoing Resolution was adopted by the Board at a regular meeting thereof held at its regular place of meeting by the vote above stated, which Resolution is on file in the office of the Board.

Dated: May 9, 2017

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Clerk of the Board of Education  
Laguna Beach Unified School District

**Laguna Beach Unified School District**

**21. ACTION**

**May 9, 2017**

**Approval:      Reclassify Staff Accountant to Budget Administrator**

**Proposal**

Staff recommends the Board of Education approve the reclassification of the Staff Accountant position to Budget Administrator.

**Background**

The Staff Accountant position was reclassified in 2012 to a classified management position from an Accountant/Budget Analyst classified bargaining unit position. As part of the reorganization of the Business Services division, staff recommends reclassifying the Staff Accountant position to Budget Administrator, which would be classified as a confidential employee. Confidential employees assist and act in a confidential capacity to the management personnel who make and implement labor relations policies, or as someone who has regular access to confidential information about future bargaining strategy or changes that the employer anticipates may result from collective bargaining.

**Budget Impact**

There is no impact to the budget for this item.

**Recommended Action**

Staff recommends the Board of Education approve the reclassification of the Staff Accountant position to Budget Administrator.

## LAGUNA BEACH UNIFIED SCHOOL DISTRICT

### Job Description: Staff AccountantBudget Administrator (Classified ManagementConfidential Employee)

#### DEFINITIONBASIC FUNCTION:

Under direct supervision of the Assistant Superintendent, Business Services, prepares, develops updates, and monitors all funds of the District's annual budget and assists with monitorings the District's fiscal, accounting, payroll, and purchasing operations; provides advice and assistance to site and District administration regarding the District's fiscal procedures.

#### EXAMPLES-OFESSENTIAL DUTIES:

- Develops and monitors the District's annual budget and multi-year projections and prepares or monitors the preparation of all related State reports.
- Administers the annual operating budget and multi-year projections.
- Develops annual budget calendars and budget cycle events and target deadlines.
- Implements, monitors and reports on key performance measures, in conjunction with district personnel.
- Develops, implements, maintains and analyzes long-range financial forecast models.
- Prepare revenue projections, monitors budget structures throughout the year, and meet with departments to develop the budgets; review budget requests, prepare operating base budget recommendations, facilitate budget allocations, and recommend budget adjustments, as needed. Prepare monthly financial report and budget analysis.
- Prepares daily cash flow spreadsheets and monthly cash flow statements; classifies expenditures and verifies budget availability; verifies and processes budget transfers.
- Prepares, reviews, approves, completes, processes, or retains various forms, reports, correspondence, time sheets, personnel action forms, invoices, budget reports, financial records, contracts, codes, ordinance, policies, procedures, manuals, reference materials, or other documentation.
- Assists with maintaining position control; reviews, analyzes and provides approval for personnel requisitions for hourly work, stipends or other personnel expenses. Converts payroll file, reconcile to position control and assure Standardized Account Code compliance.
- Interacts closely with the Financial Analyst concerning accounting and budgetary functions.
- Responds to inquiries and provides detailed and technical information concerning related accounts, budgets, standards, principles, practices, transactions, issues, records, reports, requirements, laws, codes, regulations, policies and procedures.
- Researches, reviews, compiles, prepares, calculates, analyzes and revises financial and statistical data related to assigned accounts, budgets and activities; compare and reconcile ledgers, statements, records, documents and reports to identify errors and discrepancies; research, investigate and resolve financial issues, errors and discrepancies.
- Communicates with staff, consultants, contractors, the public, outside agencies, and others as needed to coordinate budget-related work activities, review status of work, exchange information, resolve problems, or give/receive advice/direction.
- Communicates and assists in coordinating activities with auditors in the examination of the District's financial transactions.
- plans, organizes, and monitors the accounting functions of the District, including internal auditing and other related fiscal services; plans, organizes, directs, and monitors the District's payroll and purchasing operations

Develops or assists in the development of improved accounting, payroll, purchasing, and financial record management and reporting systems and procedures.

- ~~organize, supervise, train, and evaluate the work of accounting, budget, fiscal, payroll, purchasing personnel.~~
- ~~P~~prepare fiscal, financial, and narrative reports in a clear and concise manner.
- ~~R~~review, audit, and verify financial statements and related summaries and reports.
- ~~C~~ommunicate effectively in oral and written form.
- ~~U~~nderstand and carry out oral and written directions with minimal accountability controls.
- ~~I~~nterpret laws, rules and regulations.
- ~~E~~stablish and maintain cooperative working relationships with students, staff, and public.
- ~~lift, carry, push or pull moderately heavy objects up to 50 lbs.~~
- ~~sit for extended periods (approximately 70% of the day).~~
- ~~walk or stand (approximately 30% of the day).~~
- ~~operate a variety of business equipment.~~
- ~~R~~review, evaluate, and approve purchasing documents.
- ~~R~~review, analyze, develop and manage computerized accounting and other information systems.

### **MINIMUM QUALIFICATIONS:**

#### **Education/Experience:**

~~Required: Bachelor's Degree in accounting, business administration, or closely related field from an accredited institution of higher learning.~~ Five years of progressively responsible experience in accounting, business administration, or related experience comparable to that required to ~~direct~~ perform fiscal services, ~~payroll, and purchasing operations~~ operations in a California school district, ~~including three years of management responsibility.~~ School district experience preferred with responsibility in fiscal and business services.

#### **Education:**

Required: Bachelor's Degree in accounting, business administration, or closely related field from an accredited institution of higher learning.

#### **Personal Qualities:**

- Independent worker
- Maturity and good judgment
- Neat and clean appearance
- Willingness to assume a wide range of responsibilities
- Willingness to continuously improve
- Pleasant interpersonal skills
- Good organizational skills
- Commitment to professional courtesy and responsibility
- Belief in high standards
- High intrinsic motivation

### **WORKING CONDITIONS:**

#### **Environment:**

- Indoor office environment.
- Low to Moderate noise level.

#### **Physical Requirements:**

- Ability to frequently stand, reach, grasp, stoop, bend, push, pull, kneel, squat, and twist.
- Ability to frequently bend at the waist, kneel or crouch to retrieve and file materials.
- Ability to sit for extended periods of time.
- Ability to frequently lift and move up to 20 pounds.
- Dexterity of hands and fingers to operate standard office equipment.
- Seeing to read, post and assure the accuracy of accounting records.
- Hearing and speaking to exchange information.
- Ability to climb stairs.

**Physical Ability to Meet the Following Requirements:**

- ~~Stand, sit, reach, grasp, stoop, bend, push, pull, kneel, squat, and twist.~~
- ~~Some locations may have stairs and may not have elevators.~~

**Operation of Vehicles, Machinery, and Equipment Requirements:**

- Ability to travel to a variety of locations within a reasonable time frame.
- Must be able to operate office, multimedia, and computer equipment.

**Mental and Emotional Requirements:**

- Ability to understand and follow oral and written directions.
- Ability to work independently with little direction.
- Ability to concentrate to meet numerous deadlines.
- Ability to establish and maintain effective working relationships with others.
- Ability to make independent decisions to respond to numerous requests, deadlines, and to prioritize assignments.
- Ability to exchange information.
- Ability to learn the procedures, functions and limitations of assigned duties.



**Laguna Beach Unified School District**

**22. ACTION**

**May 9, 2017**

**Approval: Job Description: Financial Analyst**

**Proposal**

Staff recommends the Board of Education approve the job description for Financial Analyst.

**Background**

As part of the reorganization of the Business Services division, staff recommends creation of a Financial Analyst position, which would be classified as a confidential employee. Confidential employees assist and act in a confidential capacity to the management personnel who make and implement labor relations policies, or as someone who has regular access to confidential information about future bargaining strategy or changes that the employer anticipates may result from collective bargaining.

**Budget Impact**

The cost of this position is approximately \$100,000 annually.

**Recommended Action**

Staff recommends the Board of Education approve the job description for Financial Analyst.

**LAGUNA BEACH UNIFIED SCHOOL DISTRICT**  
**Job Description: Financial Analyst**  
**(Confidential Employee)**

**BASIC FUNCTION:**

Under direct supervision of the Assistant Superintendent, Business Services, monitors the District's fiscal, accounting, payroll, and purchasing operations; generates reports and provides advice and assistance to site and District administration regarding the District's fiscal procedures, and assists with the development District's annual budget.

**ESSENTIAL DUTIES:**

- Develops accounting, payroll, purchasing, and financial record management and reporting systems and procedures.
- Monitors and audits the accounting and financial record management and reporting functions to assure that established operational procedures, guidelines, and internal controls are followed.
- Prepares or coordinates the preparation of materials for posting or input into computerized information systems.
- Develops, implements and monitors departmental procedures, forms, and regulations to assure efficient and effective practices.
- Ensures compliance with appropriate laws, codes, rules, and regulations and provides for the establishment and maintenance of appropriate records and audit trails.
- Performs higher-level technical and specialized accounting and financial record management and reporting functions.
- Advises and assists school and District personnel regarding matters relating to accounting and financial record management and reporting systems, payroll, and purchasing functions.
- Generates accounting and financial reports for district administration, including data that may be used in confidential negotiations.
- Coordinates the District's annual audit.

**OTHER REPRESENTATIVE DUTIES:**

- Assists with the development and monitoring of the District's annual budget and multi-year projections and prepares or monitors the preparation of all related State reports; plans, organizes, and monitors the accounting functions of the District, including internal auditing and other related fiscal services; plans, organizes, directs, and monitors the District's payroll and purchasing operations.
- Collaborates and communicates with business services division members to provide consistent, excellent customer services and facilitates cross training to support office, especially as needed during the absence of other team members.
- Participates in job-related or District trainings as required.
- Performs related duties as assigned.

**KNOWLEDGE, SKILLS, AND ABILITIES:**

**Knowledge of:**

- Principles, methods, practices, and procedures of school district accounting, fiscal record management, auditing procedures, purchasing operations, and payroll systems.
- Legal mandates, policies, and regulations pertaining to educational accounting, payroll, purchasing and fiscal record management and reporting.
- Computer-assisted accounting, payroll, purchasing, and fiscal record management systems and equipment.

- Financial analysis and research procedures as they apply to financial methods.
- Collective bargaining practices and procedures.
- School district attendance accounting, construction project accounting, funding processes including, but not limited to, local control funding formula, and federal, state and local funding.

#### **Ability to:**

- Perform responsible and technical accounting and fiscal planning functions and activities.
- Prepare fiscal, financial, and narrative reports in a clear and concise manner.
- Review, audit, and verify financial statements and related summaries and reports.
- Communicate effectively in oral and written form.
- Understand and carry out oral and written directions with minimal accountability controls.
- Interpret laws, rules and regulations.
- Establish and maintain cooperative working relationships with students, staff, and public.
- Review, evaluate, and approve purchasing documents.
- Review, analyze, develop and manage computerized accounting and other information systems.

#### **MINIMUM QUALIFICATIONS:**

##### **Experience:**

Five years of progressively responsible experience in accounting, business administration, or related experience comparable to that required in order to complete fiscal operations in a California school district. School district experience preferred with responsibility in fiscal and business services.

##### **Education:**

Required: Bachelor's Degree in accounting, business administration, or closely related field from an accredited institution of higher learning.

##### **Personal Qualities:**

- Independent worker
- Good organizational skills
- 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
- Commitment to professional courtesy
- Demonstrated ethical standards
- Commitment to professional responsibility
- High intrinsic motivation

#### **WORKING CONDITIONS:**

##### **Environment:**

- Indoor office environment.
- Low to Moderate noise level.

##### **Physical Requirements:**

- Ability to frequently stand, reach, grasp, stoop, bend, push, pull, kneel, squat, and twist.
- Ability to frequently bend at the waist, kneel or crouch to retrieve and file materials.

- Ability to sit for extended periods of time.
- Ability to frequently lift and move up to 20 pounds.
- Dexterity of hands and fingers to operate standard office equipment.
- Seeing to read, post and assure the accuracy of accounting records.
- Hearing and speaking to exchange information.
- Ability to climb stairs.

**Operation of Vehicles, Machinery and Equipment Requirements:**

- Ability to travel to a variety of locations within a reasonable time frame.
- Must be able to operate office, multimedia, and computer equipment.

**Mental and Emotional Requirements:**

- Ability to understand, and follow oral and written directions
- Ability to work independently with little direction
- Ability to concentrate to meet numerous deadlines
- Ability to establish and maintain effective working relationships with others
- Ability to make independent decisions to respond to numerous requests, deadlines, and to prioritize assignments
- Ability to exchange information
- Ability to learn the procedures, functions and limitations of assigned and cross trained duties
- Ability to collaborate and contribute to continuous improvement of business department
- Ability to identify office needs and engage in cross training to provide seamless customer service during team member absences.

**Laguna Beach Unified School District**

**23. ACTION**

**May 9, 2017**

**Approval: Independent Contractor Agreement with California School Fiscal Services to Provide Fiscal Consulting Services with a Not-to-Exceed Amount of \$10,000**

**Proposal**

Staff proposes the Board of Education approve an Independent Contractor Agreement with California School Fiscal Services to provide fiscal consulting services from May 10, 2017 to August 31, 2017, with a not-to-exceed amount of \$10,000.

**Background**

It is in the best interest of the District to enter into an agreement with California School Fiscal Services to provide fiscal consulting services. Purpose would be to assist in the diagnosis and development of business operational program policies, compare to current best practices, make specific recommendations to strengthen identified areas of need, and assist in the implementation process to make any required adjustments. This will supplement our multi-year projections with an added budget health analysis and evaluation of procedural efficiencies. California School Fiscal Services has a proven track record in evaluating district organization, workload assignments and the adequacy of procedures and systems.

**Budget Impact**

The contract, not-to-exceed \$10,000, is included in the general fund budget.

**Recommended Action**

Staff recommends the Board of Education approve an Independent Contractor Agreement with California School Fiscal Services to provide fiscal consulting services from May 10, 2017 to August 31, 2017, with a not-to-exceed amount of \$10,000.

# LAGUNA BEACH UNIFIED SCHOOL DISTRICT

## PROPOSAL FOR CONSULTING SERVICES

### California School Fiscal Services



*P.O. Box 7852  
Newport Beach, California 92658  
Phone: (800) 519-5250  
Email: [info@cfs-team.com](mailto:info@cfs-team.com)*

*March 15, 2017*

# California School Fiscal Services

## Scope of Service Summary:

**California School Fiscal Services** (hereafter referred to as “CSFS”) will provide support to current fiscal operational programs policies, compare to current best practices, make specific recommendations to strengthen identified areas of need, and assist in the implementation process to make any required adjustments. CSFS will perform professional-level work related to procedures development and financial data analysis in departmental areas defined by **Laguna Beach Unified School District** (hereafter referred to as “District”).

Specifically, the scope of work will include, but is not limited to:

- a) **State Reporting** - Preparation and data submittal of required budget and actuals reports in SACS format- includes Preliminary Budget, First Interim, Second Interim and Unaudited Actual to county and state entities.
- b) **Attendance** —Assists and/or review preparation and data submittal of Period 1 (P1), Period 2 (P2), and annual (P Final) attendance reports to district, county and state entities.
- c) **CBEDS/CALPADS** -Assist school in the completion of all state-mandated reporting through the CBEDS/CALPADS programs.
- d) **Budgeting/Cash Flow** — CSFS will work collaboratively with the District to develop and modify both current and future year unrestricted and restricted budgets, multi-year projections and cash flow models. All state-mandated development and adoption timelines shall be incorporated into the planning process. Other modifications are to be performed as necessary or requested by the District, including for strategic planning purposes.
- e) **Associated Student Body Accounting** – Assist in implementing best practices related to effective accounting practices and policies at the district and site level including laws, accounting procedures, purchasing, student stores, food sales, clubs, and internal controls.

## Compensation:

The District shall pay CSFS an hourly rate of \$125.00 not to exceed \$10,000 for the duration of this contract.

Travel expenses are reimbursed based on actual receipts and the standard IRS mileage rate applies. Unless special arrangements are made with the Superintendent or designee, payment terms are net thirty (30) days, after service(s) or invoice is received, whichever occurs later

The District has not formed an agency, employment or partnership relationship with CSFS, an independent contractor. District represents, and CSFS recognizes, that the District does not provide

# California School Fiscal Services

any benefits or rights arising under disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefits to CSFS including related employees and subcontractors.

## **Proposed Contract Period:**

Services will begin on May 10, 2017 and will end no later than August 31, 2017

## **Operative Provisions:**

### Parties

This contract for services is between California School Fiscal Services and Laguna Beach Unified School District. This contract is not intended to, and shall not be construed to create the relationship of agent, employee, partnership, or joint venture, or any other relationship other than independent contractor between CSFS and Laguna Beach Unified School District. CSFS shall be free to provide similar services for other clients.

### Timing of Services

The parties shall agree upon a mutually acceptable time schedule for submission, review and return of the above documents and services.

### Communication between the Parties

Client will direct all communication to the CSFS Account Manager and CSFS will direct all communication to Laguna Beach Unified School District' designated primary contact, unless either party designates another representative and provides written notification of the change to the other party. CSFS agrees to keep all communication and work product with Laguna Beach Unified School District confidential within the full allowable extent of State and Federal Law.

### Sole Entity

This contract is entered into by the Laguna Beach Unified School District for itself alone and not on behalf of, or as an agent for, any other entity, agency, school, or school district. Any obligation of the Laguna Beach Unified School District arising from this contract is and shall remain the sole responsibility of the Laguna Beach Unified School District.

### No Guarantee

CSFS cannot guarantee that the services it provides under this contract will yield the results sought by Client. CSFS promises a good faith effort to secure all reasonable objectives sought by Laguna Beach Unified School District in this consulting agreement.



# California School Fiscal Services

## Right to Rely

In performing its duties and obligations under this contract, CSFS has the right to rely upon the truthfulness, completeness and accuracy of the information and data provided by Laguna Beach Unified School District, its directors, officers, employees and agents.

## Assignment

This Agreement is not assignable without written consent of the parties hereto.

## Indemnification

CSFS shall indemnify and hold Laguna Beach Unified School District and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from CSFS's negligence or breach of any of its obligations under this agreement; provided that nothing herein shall require CSFS to indemnify Laguna Beach Unified School District against and hold harmless Laguna Beach Unified School District from claims, demands or suits based solely upon the conduct of Laguna Beach Unified School District, its agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) CSFS's agents or employees and (b) Laguna Beach Unified School District, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to Laguna Beach Unified School District of defending such claims and suits shall be valid and enforceable only to the extent of CSFS's negligence or the negligence of the CSFS's agents or employees. Laguna Beach Unified School District acknowledges that CSFS performs an advisory and task related function, and therefore provides services at the direction of Laguna Beach Unified School District. Ultimate decisions on the execution of agreements and transactions, and the determination of rights, processes, controls and obligations rest entirely with Laguna Beach Unified School District.

## Payment for Services

Laguna Beach Unified School District will pay to CSFS the amount outlined in the Compensation section of CSFS's proposal to Laguna Beach Unified School District. CSFS will submit an itemized billing statement to Client on a monthly basis. Laguna Beach Unified School District will make payments to CSFS within 30 days of the monthly billing statements.

## Termination of Contract

This contract shall continue in full force for the period stated in the section Proposed Contract Period section of CSFS's proposal to Laguna Beach Unified School District, unless terminated earlier as provided below.

Laguna Beach Unified School District may cancel the contract at any time without cause by providing written notice of the cancellation, provided, however, that Laguna Beach Unified

# California School Fiscal Services

School District shall pay CSFS for all fees incurred up until the date of notice of cancellation based on the rates noted in CSFS's proposal to Laguna Beach Unified School District. CSFS may cancel the contract at any time without cause by providing written notice of cancellation.

## Sole and Entire Agreement

This contract sets forth the full and complete agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties hereto, whether oral or written, pertaining to the subject matter hereof. No verbal modifications, additions, or deletions from this contract shall be permitted. All changes to this document must be made in writing and agreed to by both parties.

## Severability

The provisions of this contract are severable, and if any part of it is found unenforceable, the other paragraphs shall remain fully valid and enforceable.

## Governing Law

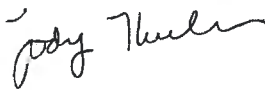
This contract is made and entered into in the State of California and all of its provisions shall be governed and interpreted under California law. CSFS shall have limited contact with pupils pursuant to Education Code 45125.1(c).

## Notice

Notice to the parties under this agreement shall be delivered to the following addresses:

California School Fiscal Services  
P.O. Box 7852  
Newport Beach, CA 92658

Laguna Beach Unified School District  
550 Blumont Street  
Laguna Beach, CA 92651



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Ms. Jody Thulin, President  
California School Fiscal Services

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Mr. Jeff Dixon  
Assistant Superintendent, Business Services  
Laguna Beach Unified School District

## **Laguna Beach Unified School District**

### **24. ACTION**

**May 9, 2017**

**Approval: Agreement FCI-SD3-12 By and Between Orange County Children and Families Commission and Laguna Beach Unified School District for the Provision of Services of the Local School Readiness Initiative, for term July 1, 2017 to June 30, 2020**

#### **Proposal**

Staff proposes the Board of Education approve Agreement FCI-SD3-12, by and Between Orange County Children and Families Commission and Laguna Beach Unified School District, for the Provision of Services of the Local School Readiness Initiative for the term July 1, 2017 to June 30, 2020.

#### **Background**

This agreement was originally entered into with the Orange County Children and Families Commission on October 1, 2000. Funds have continued to be secured through the years and our school readiness program has continued to evolve to meet the growing needs of our community. This new agreement allows the District to continue to deliver critical services for our Laguna Beach children ages zero to five.

#### **Budget Impact**

Approval of this agreement will provide a total of \$281,325 (\$131,325 for three years of Early Learning Specialist Services and \$150,000 for three years of School Readiness Nurse Services) for the period July 1, 2017 through June 30, 2020.

#### **Recommended Action**

Staff recommends the Board approve Agreement FCI-SD3-12 By and Between Orange County Children and Families Commission and Laguna Beach Unified School District for the Provision of Services of the Local School Readiness Initiative for the extended term July 1, 2017 to June 30, 2020.

**AGREEMENT FCI-SD3-12**  
**BY AND BETWEEN**  
**CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**  
**AND**  
**LAGUNA BEACH UNIFIED SCHOOL DISTRICT**  
**FOR THE PROVISION OF SERVICES**

This **AGREEMENT** ("Agreement") entered into as of the 1<sup>st</sup> day of July, 2017 ("Date of Agreement") is by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity ("**COMMISSION**") and **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**, a California public school district organized and existing under the laws of the State of California ("**CONTRACTOR**"). This Agreement shall be administered by the Executive Director of **COMMISSION** or his or her authorized designee ("**ADMINISTRATOR**").

**RECITALS**

**A.** In order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, *et seq.* (as amended, the "Act"), implementing the Children and Families First Initiative passed by the California electorate in November of 1998, establishing the California Children and Families Commission and providing for establishment in each county of Children and Families Commissions, including **COMMISSION**.

**B.** **COMMISSION** adopted its Strategic Plan to define how funds authorized under the Act should best be used to meet the critical needs of Orange County's children prenatal through age five as codified in the Act, which plan has been amended and after the Date of Agreement may be further amended, updated, or revised ("Strategic Plan").

**C.** **CONTRACTOR** is a school district organized and existing under the laws of the State of California, and its powers include without limitation, provision of services to and activities for the benefit of Orange County's children through age five (5).

**D.** On February 1, 2017, **COMMISSION** took action and awarded \$281,325 to **CONTRACTOR** (\$131,325 for three years of Early Learning Specialist Services and \$150,000 for three years of School Readiness Nurse Services) for the period July 1, 2017 through June 30, 2020.

**E.** On February 1, 2017, **COMMISSION** took action and awarded an amount not to exceed \$4,500 to **CONTRACTOR** to provide services implementing the Early Development Index (EDI) project for the period July 1, 2017 through June 30, 2020.

**F.** **COMMISSION** desires to contract with **CONTRACTOR** to provide services, carry out certain performance obligations, and achieve certain outcomes, while promoting the purposes of

the Act and the Strategic Plan on the terms and conditions set forth in this Agreement and the Project Summary, Exhibit A; Work Plan, Exhibit A-1; and Project Budget, Exhibit B (together, “Services”).

**G.** As and if applicable, COMMISSION and CONTRACTOR desire to enter into a matching fund program opportunities with the California Children and Families Commission (“First 5 California”) and other matching fund opportunities as may become available.

**H.** CONTRACTOR desires to provide the services in furtherance of the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, based on the Recitals, which are a substantive part of this Agreement, and agreed mutual consideration, COMMISSION and CONTRACTOR agree as follows:

**1. TERM OF AGREEMENT.** The term of this Agreement shall commence on July 1, 2017 and terminate on June 30, 2020, unless earlier terminated pursuant to the provisions of Paragraph 23 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, provided that COMMISSION’s Maximum Payment Obligation in this Agreement does not increase as a result.

**2. ALTERATION OF TERMS.** This Agreement, together with and including any Exhibits fully express all understanding of the parties with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties, except as otherwise expressly provided in this Paragraph 2 and in Subparagraph 8.5. No amendment, addition to, or alteration of, the terms of this Agreement, whether written or oral, shall be valid unless the amendment is made in writing and formally approved and executed by both parties, except as provided in this Paragraph 2 or Subparagraph 8.5 of this Agreement.

**2.1** CONTRACTOR work plans, budgets and scopes of services will be subject to an annual review to determine consistency with the COMMISSION's strategic direction. Changes to the work plan, budgets, and scopes of services may be directed by ADMINISTRATOR to bring the Agreement scope into better alignment with the COMMISSION's evolving strategic direction. These changes may include, but are not limited to, reprioritization of the targeted service population, redirection of resources to provide more intensive services, and increased focus on sustainability strategies. If CONTRACTOR is unable to redirect its program to be consistent with this direction, COMMISSION may reduce funding provided in successive years of this agreement.

**2.2 Administrator Modification Authority.** Notwithstanding anything to the contrary, provided any modifications do not alter the overall goals and basic purpose of the Agreement, and do not increase COMMISSION’s Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR has the authority to, with the agreement of CONTRACTOR, make modification(s) to the activities, tasks, deliverables, and performance timeframes specified in the Project Summary as set forth in the Scope of Work, Exhibit A; the Work Plan, Exhibit A-1; the funding allocation between and among the line items and/or the “Funds Due” period(s) budgeted in the Project Budget, Exhibit B; the Payment interval; the percentage of Initial Payment(s); the percentage of Retention Amount(s); and the timing of the Retention Amount(s) withheld as described in this Agreement.

**3. STATUS OF CONTRACTOR.** CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the Services required of it by the terms of this Agreement. As a condition to commencing performance of any Services for this Agreement and to be eligible for any compensation for services rendered for this Agreement, CONTRACTOR shall execute an Acknowledgment of Independent Contractor Status, Exhibit C, attached hereto and fully incorporated by this reference. Nothing in this Agreement shall be construed as creating the relationship of employer and employee or principal and agent between COMMISSION and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR knowingly, voluntarily, and expressly assumes exclusively the responsibility for the acts of its employees or agents as they relate to the Services to be provided during the course and scope of their employment, whether the employee(s) are compensated through the funds received by CONTRACTOR through this Agreement, or otherwise related directly or indirectly to the performance of Services under this Agreement. CONTRACTOR, its elected or appointed officials, officers, agents, employees, and Subcontractors shall not, in any respect whatsoever, be entitled to any rights or privileges of COMMISSION employees and shall not be considered in any manner to be COMMISSION employees. COMMISSION shall neither have nor exercise any control or direction over the methods by which CONTRACTOR shall perform its obligations under this Agreement. COMMISSION shall not be responsible or liable for the acts or failure to act, whether intentional or negligent, of any employee, agent, or volunteer of CONTRACTOR. CONTRACTOR shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. CONTRACTOR shall indemnify and hold harmless COMMISSION and the County of Orange ("County") from any liability, damages, costs, and expenses of any nature arising from alleged violations of personnel practices and employment laws.

**3.1 COMMISSION as Independent Entity.** Notwithstanding other provisions in this Agreement, such as insurance and indemnity provisions protecting COMMISSION and the County of Orange, CONTRACTOR acknowledges that pursuant to the Act, specifically Health & Safety Code Section 130140.1(a)(1), COMMISSION is a legal public entity separate from the County of Orange with independent powers and that in no event will CONTRACTOR look to the County of Orange for performance or indemnity under this Agreement, and CONTRACTOR expressly waives any rights it may have against the County of Orange in any way related to this Agreement. With respect to the above provisions CONTRACTOR agrees all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

**CIVIL CODE SECTION 1542. GENERAL RELEASE; EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

**4. CONTRACTOR DELEGATION AND ASSIGNMENT.** Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of ADMINISTRATOR. Consent by COMMISSION shall not be



deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

**5. SUBCONTRACTS.** Except to the extent expressly provided for in the Project Summary, Exhibit A, or as approved by ADMINISTRATOR, CONTRACTOR shall not enter into a subcontract, consulting agreement, or agreement for professional services (each and all referred to as a "Subcontract") for the provision of services or performance of tasks included within the scope of the Services required by this Agreement without the prior written consent of ADMINISTRATOR. Any Subcontracts approved by ADMINISTRATOR shall not alter in any way any legal responsibility or performance obligation of CONTRACTOR to COMMISSION to perform or cause performance of the Services required under this Agreement. ADMINISTRATOR may require CONTRACTOR to submit a true copy of any permitted Subcontract. All records related to each Subcontract, if any, are subject to examination and audit by ADMINISTRATOR or his or her designee and must be retained for a period of (i) three (3) years after the date of final disbursement of funds under this Agreement, or (ii) three (3) years after any pending audit is completed, whichever occurs later.

**5.1 Minimum Subcontract Terms.** Each permitted Subcontract, including all terms and provisions shall be independently negotiated between CONTRACTOR and its Subcontractor. Each Subcontract shall include provisions that meet or exceed the following requirements: (i) any specific requirements set forth in the Project Summary, Exhibit A; (ii) a clear and complete description of the nature, extent, and tasks of the work to be performed by the Subcontractor and the relation of the work to the Services required under this Agreement; (iii) identification of the personnel by classification, and, if available by name, who will work or provide services to CONTRACTOR under the Subcontract, including a description of the minimum qualifications, education, experience, and any required licensing for each classification of personnel and number of hours described in relation to full time equivalent (e.g., 1.0 FTE or 0.5 FTE); (iv) a compensation schedule, including hourly rates or fees for each classification of personnel and a maximum payment obligation under the Subcontract, which total amount shall in no event exceed the amounts set forth in the Project Budget, Exhibit B; (v) insurance and indemnification comparable to the requirements and provisions set forth in this Agreement, which insurance shall protect CONTRACTOR, COMMISSION, and the County of Orange from any Claims and other liabilities that arise out of the Subcontract and performance of Subcontractor under the Subcontract; (vi) the term of Subcontract, which term shall not exceed the term of this Agreement; (vii) obligation to maintain and retain accurate and complete client and financial records, which recordkeeping shall be fully compliant with applicable laws and regulations and obligation to maintain records related to work and services provided under the Subcontract for the same retention period referenced in Paragraph 5 above, (viii) remedies and termination provisions which may be available to CONTRACTOR in the event Subcontractor fails to perform under the Subcontract; (ix) compliance with laws and regulations applicable to CONTRACTOR, as a public entity, entering into contracts, including without limitation that any subcontract is duly authorized, approved, and executed and in compliance with notice and bidding and contracting requirements, if any, and prevailing wage laws, if applicable, pursuant to applicable laws and regulations; and (x) any and all other requirements expressly provided in this Agreement.

## **6. GENERAL INDEMNIFICATION**

CONTRACTOR agrees to and shall indemnify, defend with counsel approved in writing by COMMISSION, hold harmless COMMISSION, the County of Orange, and their officers,

Commissioners, agents, and employees from and against all liability, claims, losses, demands, injuries to or death of any person or persons, or damages to property, including but not limited to property of Commissioners, officers, employees, or agents of COMMISSION or the County of Orange (together, "Claims"), including defense costs, resulting from court action or in any manner arising out of, pertaining to, related to, or incident to any intentional, malicious, negligent acts, inactions, errors, or omissions of CONTRACTOR, its officers, employees, agents, or Subcontractors in the performance of this Agreement.

**6.1** No elected official, no public official, no Commissioner, no officer, no committee member, no employee, and no agent of COMMISSION or the County of Orange shall be personally liable to CONTRACTOR, any successor in interest, or to any Subcontractor in the event of any default or breach by COMMISSION or for any amount that may become due to CONTRACTOR or to its successor or Subcontractor or for breach of any obligation of the terms of this Agreement.

**7. INSURANCE.** Without limiting CONTRACTOR's liability for indemnification of COMMISSION as set forth in Paragraph 6 above, CONTRACTOR shall obtain and maintain, in effect, during the term of this Agreement, certain minimum coverage of insurance through any or all of the following types of insurance, as further described, and as applicable, in Subparagraphs 7.1, 7.2, and 7.3 below: (a) self-insurance through the State or as otherwise approved by ADMINISTRATOR or his or her Risk Management designee; (b) insurance via a pooled or joint powers insurance authority; or (c) insurance policies secured from insurance companies that are admitted in California and rated A-:VIII or better or FPR Ratings of 9 through 7 and have a Financial Size Category (FSC) of VIII or better according to the current Best's Key Rating Guide/Property-Casualty/United States, ambest.com, or from an insurance company of equal financial stability as approved by ADMINISTRATOR or his or her Risk Management designee. Evidence of required insurance coverages obtained under (a), (b), or (c) in this Paragraph 7 shall be submitted to ADMINISTRATOR prior to and as a condition precedent to commencement of any Services or proceeding with any work under this Agreement. Submittal and approval of insurance coverage, including self-insurance or pooled coverage, shall neither relieve nor decrease the liability of CONTRACTOR.

**7.1 Certificate of Self-Insurance Coverage.** In lieu of maintaining insurance coverage by separate insurance policies secured through third party insurance companies as described in Paragraph 7 above and Subparagraph 7.3 below, CONTRACTOR may be self-insured with respect to the minimum amounts and types of required insurance coverage under this Agreement.

**7.1.1 Certificate of Self-Insurance.** A certificate signed by a duly authorized officer or member of CONTRACTOR shall be submitted to ADMINISTRATOR evidencing self-insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may, in his or her reasonable discretion, request reconfirmation of CONTRACTOR's status as self-insured for the required coverage. The self-insurance certificates shall verify that on behalf of Laguna Beach Unified School District, CONTRACTOR has and maintains self-insurance in the following categories and amounts of coverage, including the amounts and companies, if any, that may provide any secondary or additional level of coverage. Further the certification shall state that the self-insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, its Commissioners, the County of Orange, the members of COMMISSION, the Board of Supervisors of the County of Orange, and their respective officers, agents, and employees,



individually and collectively, and that the self-insurance shall apply as primary insurance and that other insurance maintained by COMMISSION or the County of Orange (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the self-insurance. In the event CONTRACTOR elects to no longer self-insure under any of the required types of coverage in this Subparagraph 7.1, then CONTRACTOR shall provide to ADMINISTRATOR not less than thirty (30) days prior written notice of the cancellation or change in coverage. In this event, CONTRACTOR shall obtain and maintain insurance coverages pursuant to Subparagraphs 7.2 or 7.3 below.

**7.1.2 Types of Self-Insurance Coverage.** CONTRACTOR shall evidence it is self-insured through the State or as otherwise approved by ADMINISTRATOR or his or her Risk Management designee in his or her sole discretion for the following required coverage:

(a) **Comprehensive General Liability** coverage for bodily injury, including death, and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) CSL per occurrence and One Million Dollars (\$1,000,000) annual aggregate applicable to all owned, non-owned, and hired vehicles/watercraft.

(b) **Comprehensive Automobile Liability** coverage for bodily injury (including death) and property damage equivalent to not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles/watercraft, with not less than One Million Dollars (\$1,000,000) annual aggregate.

(c) **Workers' Compensation** coverage shall be maintained for workers' compensation risk Claims in amounts equivalent to coverage required by the State of California, applicable statutory requirements, and including the equivalent of a broad form all-states endorsement and waiver of subrogation.

(d) **Employers' Liability** coverage for all employees engaged in Services or operations under this Agreement equivalent to not less than One Million Dollars (\$1,000,000) per occurrence.

(e) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or Services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, engineer, architect, etc., then coverage for professional liability/errors and omissions is required equivalent to not less than One Million Dollars (\$1,000,000) per claims made or per occurrence and One Million Dollars (\$1,000,000) annual aggregate. If CONTRACTOR's professional liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

(f) **Sexual Misconduct Liability.** If the Project Summary, Exhibit A, includes services which require custody, transportation or unsupervised contact by CONTRACTOR , or any Subcontractor, with recipients of services under this agreement, then insurance policy(ies) and coverage for Sexual Misconduct Liability is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate.

**7.2 Pooled or Joint Powers Insurance Coverage.** CONTRACTOR may provide insurance coverage through membership and participation in a pooled insurance cooperative or joint powers insurance authority, or both, with respect to the minimum amounts and types of required insurance coverage under this Agreement.

**7.2.1 Certificate of Pooled/Joint Powers Insurance.** A certificate signed by an authorized officer or member of CONTRACTOR and by an authorized officer of the pooled or joint powers insurance authority shall be submitted to ADMINISTRATOR evidencing membership and participation in pooled or joint powers insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may in his or her reasonable discretion request reconfirmation of CONTRACTOR's status as a member in good standing and participant in pooled or joint powers insurance for the required coverage. The certificate shall verify that on behalf of Laguna Beach Unified School District, CONTRACTOR has and maintains insurance in the categories and amounts of coverage described for self-insurance above in Subparagraph 7.1, including the amounts and companies, if any, that may provide any secondary or additional level of coverage. Further the certificate shall state that the pooled or joint powers insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, its Commissioners, the County of Orange, the members of COMMISSION, the Board of Supervisors of the County of Orange, and their respective officers, agents, and employees, individually and collectively, and that the pooled and/or joint powers insurance shall apply as primary insurance and other insurance maintained by COMMISSION or the County of Orange (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the pooled or joint powers insurance. Pooled or joint powers insurance provided under this Subparagraph 7.2 shall not be canceled or changed so as to no longer meet the specified COMMISSION or County insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR.

**7.3 Insurance Policies through Independent Insurance Companies.** CONTRACTOR may obtain and maintain insurance policies for the required coverage under this Agreement.

**7.3.1 Evidence of Coverage.** Prior to commencement of any Services or proceeding with any work under this Agreement, CONTRACTOR shall provide on an insurance industry approved form a Certificate of Insurance (COI) certifying that coverage as required in this Subparagraph 7.3 has been obtained and remains in force for the period required by this Agreement. In addition, a certified copy of the policy or policies shall be provided by CONTRACTOR upon request of ADMINISTRATOR at the address specified in Paragraph 22. Each policy shall meet the following requirements.

**(a) Required Coverage Forms**

(i) Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

(ii) Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

(b) **Required Endorsements.** Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

(i) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the COMMISSION, the County of Orange, and their elected and appointed officials, officers, employees, agents as Additional Insureds.

(ii) A primary non-contributing endorsement evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the COMMISSION and by the County of Orange shall be excess and non-contributing.

(c) **Notice of Cancellation or Change of Coverage Endorsement:** Each policy shall include an endorsement evidencing that the policy shall not be canceled or changed so as to no longer meet the specified COMMISSION or County insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR at the address shown on the COI; or ten (10) days notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the COI.

(d) **Separation Clause Endorsement:** Each policy shall include an endorsement evidencing that the policy provides coverage separately to each insured who is seeking coverage or against whom a Claim is made or a suit is brought, except with respect to the company's limit of liability (standard in the ISO CG 0001 policy).

(e) **Termination of Insurance.** If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two (2) years to report Claims arising from work performed, or any action or any inaction in connection with this Agreement.

(f) **Qualifying Insurers.** All coverages shall be issued by qualified insurance companies meeting the criteria described in Paragraph 7 above.

(g) **Deductible Amounts in Standard Policy.** COMMISSION acknowledges that a deductible amount on a policy of insurance is acceptable, but only as approved in writing in the sole discretion of ADMINISTRATOR or his or her Risk Management designee; provided no approved deductible shall in any way limit liabilities assumed by CONTRACTOR under this Agreement, including:

(i) Any policy deductible or self-insured retention on any insurance policy (except auto) which exceeds \$25,000. Such policy requires prior written approval of ADMINISTRATOR or his or her Risk Management designee.

(ii) Any policy deductible or self-insured retention on automobile liability over \$5,000. Such policy requires prior written approval of ADMINISTRATOR or his/her Risk Management designee.

(iii) All self-insured retentions or deductibles shall be clearly stated on the COI. If no self-insured retentions or deductibles apply, indicate this on the COI.

(h) **Subcontractor Insurance Requirements.** Should any of the Services under this Agreement be provided by a Subcontract, CONTRACTOR shall require each Subcontractor (of any tier) to provide the coverages mentioned in this Paragraph 7, or CONTRACTOR may insure any Subcontractor under its own policies.

(i) **Occurrence Versus Claims Made Coverage.** It is the intent of COMMISSION to secure “occurrence” rather than “claims made” coverage whenever possible. If coverage is written on a “claims made” basis, the COI shall clearly so state. In addition to coverage requirements above, each policy shall provide that:

(i) Policy retroactive date coincides with or precedes CONTRACTOR’s start of work (including subsequent policies purchased as renewals or replacements).

(ii) CONTRACTOR will make every effort to maintain similar insurance during the required extended period of coverage following completion of services, including the requirement of adding all additional insureds.

(iii) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

**7.3.2 Types of Insurance Policies/Coverages.** If CONTRACTOR provides insurance through a policy or policies, then the following types and coverages are required.

(a) **Comprehensive General Liability Insurance.** Comprehensive General Liability Insurance for bodily injury, including death and property damage which provides not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate.

(i) The coverage shall include:

(A) Premises and Operations.

(B) Products/Completed Operations with limits of One Million Dollars (\$1,000,000) per occurrence One Million Dollars (\$1,000,000) annual aggregate to be maintained for two (2) years following the end of the term of this Agreement.

(C) Contractual Liability expressly including liability assumed under this agreement, except such requirement does not apply to service contracts.

(D) Personal Injury Liability.

(b) **Comprehensive Automobile Liability Insurance.** Comprehensive Automobile Liability Insurance for bodily injury, including death, and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) CSL per occurrence and One Million Dollars (\$1,000,000) annual aggregate applicable to all owned, non-owned and hired vehicles/watercraft.

(c) **Workers' Compensation Insurance.** Workers' Compensation Insurance shall be maintained. Statutory California Workers' Compensation coverage shall include a broad form all-states endorsement and waiver of subrogation.

(d) **Employers' Liability Coverage.** Employers' Liability Coverage of not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in Services or operations under this Agreement.

(e) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, accountant, engineer, architect, etc., then insurance policy(ies) and coverage for professional liability/errors and omissions is required in an amount not less than One Million Dollars (\$1,000,000) per claims made or per occurrence and One Million Dollars (\$1,000,000) aggregate. If CONTRACTOR's professional liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

(f) **Sexual Misconduct Liability.** If the Project Summary, Exhibit A, includes services which require custody, transportation or unsupervised contact by CONTRACTOR, or any Subcontractor, with recipients of services under this Agreement, then insurance policies and coverage for Sexual Misconduct Liability is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate.

**7.4 Change in Coverage.** COMMISSION expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by ADMINISTRATOR or his or her Risk Management designee as appropriate to adequately protect COMMISSION. COMMISSION shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not provide copies of acceptable COIs and endorsements incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COMMISSION shall be entitled to all legal remedies.

**7.5 Duration of Insurance.** CONTRACTOR shall maintain all coverage and insurance for the entire term and for any extended period agreed upon within this Agreement.

**7.6 Maintain Records of Insurance Coverage.** CONTRACTOR shall maintain records regarding all coverage and insurance for the term of this Agreement and for any extended period agreed upon within this Agreement.

**7.7 Withhold Payment for Lack of Required Coverage.** COMMISSION reserves the right to withhold payments to CONTRACTOR in the event of material noncompliance with the applicable insurance requirements outlined in this Paragraph 7.

**7.8 Remedies for Failure to Provide or Maintain Required Coverage, Insurance, or Endorsements.** In addition to any other remedies COMMISSION may have if CONTRACTOR (or any Subcontractor) fails to provide or maintain any insurance required by this Paragraph 7 to the extent and within the time required by this Agreement, COMMISSION may, at its sole option:



(a) Obtain the insurance and deduct and retain the amount of the premiums for the insurance from any monies due under this Agreement.

(b) Order CONTRACTOR and any Subcontractor to cease performance of the Services and withhold any payments which become due to CONTRACTOR or any Subcontractor until CONTRACTOR or Subcontractor demonstrates compliance with the insurance requirements of this Agreement.

(c) Immediately and without further cause terminate this Agreement.

**7.9** Exercise of any of the above remedies are in addition to any other remedies COMMISSION may have and are not the exclusive remedies for CONTRACTOR's or its Subcontractor's failure to maintain or secure appropriate policies or endorsements. Nothing in this Agreement shall be construed as limiting in any way the extent to which CONTRACTOR or any Subcontractor may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's or any Subcontractor's performance under this Agreement.

## **8. RESPONSIBILITIES OF CONTRACTOR**

**8.1 Conditions to COMMISSION's Obligation to Proceed under Agreement.** COMMISSION's obligation to proceed with performance and the payment of each invoice payment under this Agreement is expressly conditioned upon the satisfaction by CONTRACTOR of each of the following conditions precedent ("Conditions") below. These Conditions may be waived in writing by ADMINISTRATOR, in his or her sole discretion, or expressly waived in the Project Summary, Exhibit A. CONTRACTOR may satisfy one or more of the Conditions at any time prior or subsequent to the Date of Agreement, provided that all Conditions shall be satisfied prior to the date the first COMMISSION payment to CONTRACTOR is due. CONTRACTOR shall provide satisfactory evidence of compliance with each of the Conditions.

**8.1.1 Evidence of CONTRACTOR Approval of Agreement.** CONTRACTOR shall submit evidence of the approval of this Agreement by resolution of CONTRACTOR's governing board, or a true copy of the minutes of the public meeting at which this Agreement was considered and approved, or other evidence of approval satisfactory to ADMINISTRATOR.

**8.1.2 Insurance.** All provisions and submittal of endorsements or other evidence of insurance required by Paragraph 7 shall be in place and approved by ADMINISTRATOR or his or her Risk Management designee.

**8.1.3 Other Conditions.** CONTRACTOR has complied with the other Conditions listed in the Project Summary, Exhibit A, if any.

**8.2 No Supplanting Government Funds.** CONTRACTOR shall not supplant government funds intended for the purposes of this Agreement with any other funds intended for the purposes of this Agreement. CONTRACTOR shall not submit an invoice for payment from COMMISSION or apply sums received from COMMISSION with respect to that portion of its obligations which have been paid by another governmental source of revenue. As a material provision of this Agreement and substantive criterion in COMMISSION's selection of CONTRACTOR for the Services provided under this Agreement and in furtherance of the express directives of the Act, CONTRACTOR is required to ensure that in the performance of this

Agreement all funding shall be expended and used to supplement, not supplant, existing levels of service.

**8.3 Technical Requirements for PCs and Software Used by CONTRACTOR for all Recordkeeping and Reporting for the Services and Agreement.** CONTRACTOR agrees to obtain and maintain all computer hardware and software necessary to meet the requirements of Paragraph 19 in its entirety with respect to COMMISSION's evaluation and contracts management system. CONTRACTOR is required to contact COMMISSION's designated contractor for its evaluation and contract management system prior to the commencement of work pursuant to this Agreement to ensure that CONTRACTOR's computer hardware and software is capable of meeting CONTRACTOR's evaluation and contract management system obligations.

**8.4 Staffing Obligations for Services.** COMMISSION and CONTRACTOR agree that the Scope of Work, the level and description of Services, and the classification, number, and qualifications of personnel and staff necessary for the Services, and budget for staffing to be provided by CONTRACTOR in furtherance of the Strategic Plan and the Act are set forth in the Exhibits. CONTRACTOR agrees to provide the level and type of staffing, facilities, equipment and supplies necessary to provide the Services and to meet the outcomes set forth in these Exhibits.

**8.4.1 Staffing Conferences.** At ADMINISTRATOR's request, CONTRACTOR agrees to send appropriate staff to attend orientation session(s) and/or progress meeting(s) arranged or given by COMMISSION or ADMINISTRATOR.

**8.4.2 Personnel Disclosure.** If requested by ADMINISTRATOR, CONTRACTOR shall make available to ADMINISTRATOR a current list of all personnel providing Services or performing any work under this Agreement, including personnel of any Subcontractor. Changes to the list shall be immediately provided to ADMINISTRATOR. CONTRACTOR shall prepare and maintain up-to-date personnel records and information about its employees and, if requested by ADMINISTRATOR and to the extent permitted by applicable laws, make available to ADMINISTRATOR the following information/records:

(a) The required list of personnel, including any Subcontractor, which shall include each of the following:

(i) All full time staff positions and all part-time staff positions by name and title, including volunteer positions, who are assigned to, performing under, or providing Services.

(ii) The qualifications and experience, including professional degree(s) and required licensing, if applicable, required for each position.

(iii) The language skill(s), if applicable, of the personnel, such as bi-lingual, sign language, Braille, or other communication skills.

(b) CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest or subsequent conviction, for other than minor traffic offenses, of any employee or volunteer staff providing Services under this Agreement when the information becomes known to CONTRACTOR.

#### **8.4.3 CONTRACTOR to Maintain Complete Personnel Records.**

CONTRACTOR shall maintain complete and accurate records relating to all personnel listed (or required to be listed) in Subparagraph 8.4.2 above. The record keeping shall include evidence that CONTRACTOR has conducted adequate pre-employment and pre-volunteer screening, such as information that CONTRACTOR has conducted or caused to be conducted on each employee or volunteer a pre-employment/hiring background check and that CONTRACTOR has taken all reasonable steps to assure all employees and volunteers assigned to perform Services under this Agreement are suitable to perform the work and do not pose a reasonably foreseeable risk of harm to children or other persons receiving or participating in the Services. CONTRACTOR acknowledges it has a duty to disclose to COMMISSION and ADMINISTRATOR information within its knowledge that may pose a reasonably foreseeable risk of harm to children. Nothing in the above provisions shall obligate CONTRACTOR to disclose to COMMISSION or ADMINISTRATOR confidential personnel information about employees (or volunteers) except and to the extent disclosure is permitted by applicable laws or authorized by judicial or administrative order. Nothing in the above provisions shall affect or modify the provisions of this Agreement affirming the independent contractor status of CONTRACTOR.

**8.5 Implementing Exhibits.** As directed by ADMINISTRATOR during the term of this Agreement and pursuant to the Exhibits CONTRACTOR will be required to prepare and submit to ADMINISTRATOR certain planning and implementing documents regarding the Services under this Agreement aimed toward achieving the outcomes set forth in the Work Plan, Exhibit A-1. The planning and implementing documents may include, but are not limited to, service plans, business plans, and supplements to the Work Plan, each of which may clarify or further describe and define the Services required under this Agreement and required dates for performance of certain Services. Each implementing document approved by ADMINISTRATOR, shall become part of the Exhibits and shall be attached to and incorporated into this Agreement. CONTRACTOR shall perform and meet the tasks and requirements set forth in all Exhibits as performance obligations of this Agreement.

### **9. GENERAL TERMS AND CONDITIONS**

**9.1 Compliance with Laws.** CONTRACTOR shall provide all Services in accordance with all applicable federal and state laws, statutes, regulations, and local ordinances and resolutions. CONTRACTOR shall comply with the Act, and all laws, rules or regulations, applicable to the Scope of Work and provision of Services, as any may now exist or as amended or added after the Date of Agreement.

**9.2 Familiarity with Work.** By executing this Agreement and prior to performing or providing any Services, CONTRACTOR warrants and shall be satisfied that (a) it has thoroughly investigated and considered the Services, (b) it has carefully considered how the Services should be performed, will be implemented, and will be completed, and (c) it fully understands the facilities, difficulties, and restrictions, attending carrying out the performance obligations of this Agreement. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the work or as represented by COMMISSION or ADMINISTRATOR, it shall immediately inform COMMISSION in writing of this fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from ADMINISTRATOR.



**9.3 Care of Work.** CONTRACTOR shall adopt reasonable methods during the term of this Agreement to furnish continuous protection to the property (real and personal property), facilities, equipment, persons providing or receiving Services, work product, records, and other papers to prevent losses or damages. CONTRACTOR shall be responsible for all losses or damages to persons or property (including real property, personal property, both tangible and intangible), except the losses or damages caused by COMMISSION's sole negligence. The performance of Services by CONTRACTOR shall not relieve CONTRACTOR from any obligation to correct any incomplete, inaccurate, or defective work or service at no further cost to COMMISSION when the inaccuracies are due to the negligence, action, inaction, or intentional misconduct of CONTRACTOR.

**9.4 Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**9.5 California Law.** This Agreement shall be construed and interpreted both as to validity and to performance in accordance with the laws of the State of California. Legal actions concerning any default, dispute, interpretation, declaration of rights, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, and CONTRACTOR covenants and agrees to submit to the personal jurisdiction of the court in the event of any action.

**9.6 Waiver.** No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair any right or remedy or be construed as a waiver. One party's consent or approval of any act by the other party requiring the other party's consent or approval shall not be deemed to waive or render unnecessary the party's consent to or approval of any subsequent act of the party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**9.7 Rights and Remedies Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of the rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

**9.8 Covenant Against Discrimination.** In the performance of this Agreement, CONTRACTOR shall not engage in, nor permit any employee or agent to engage in, discrimination in employment of persons or provision of Services or assistance, nor exclude any person from participation in, nor deny any person the benefits of, nor or subject any person to discrimination under any program or activity funded in whole or in part with COMMISSION funds on the grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender or sexual orientation, except as permitted by applicable provisions of federal and state law.

CONTRACTOR shall comply with Title II of the Americans with Disabilities Act, (42 U.S.C. §12101, *et. seq.*) as it relates to public accommodations.

**9.9 Legal Action.** In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

**9.10 Attorneys' Fees.** If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the non-prevailing party.

**9.11 Waiver of Jury Trial.** Both COMMISSION and CONTRACTOR agree and acknowledge that each is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, expressly and knowingly waives and releases all rights to trial by jury in any action, proceeding, or counterclaim brought by any party against the other or against its officers, Commissioners directors, employees, agents, or subsidiary or affiliated entities on or with regard to any matters of any kind or type arising out of or in any way connected with this Agreement or any other claim of injury or damage.

**9.12 Use of Commission Name and Logo.** Funded and partnering organizations are required to use COMMISSION's name and logo on all materials, promotional information and products that relate to Commission-funded programs, unless otherwise agreed to between CONTRACTOR and ADMINISTRATOR at ADMINISTRATOR's sole discretion. CONTRACTOR shall comply with COMMISSION's guidelines related to the use of COMMISSION's name and logo as stated in its Policies and Procedures Guide.

**9.13 Time of Essence.** Time is of the essence in the performance of this Agreement.

**9.14 No Broker or Finders' Fee.** CONTRACTOR warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

**9.15 No Use of Funds for Lobbying.** CONTRACTOR shall not expend any monies paid or payable under this Agreement for the purpose of influencing or attempting to influence an officer, member, or employee of COMMISSION, a member of the Orange County Board of Supervisors, any County of Orange officer or employee, any member or employee of the State Commission, any member of the State legislature or member of Congress, or any other officer or employee of any public agency or entity, in connection with the awarding of any contract, the making of any contract, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

**9.16 Constitutional Use of Funds.** As an express condition to this Agreement, CONTRACTOR agrees that the funds provided by COMMISSION to CONTRACTOR shall not be used to promote any religion, religious creed or cult, denomination, sectarian organization or religious belief or to fund any proselytizing activities. The parties agree the above covenant is intended to and shall be construed for the limited purpose of assuring compliance with respect to the

use of COMMISSION funds by CONTRACTOR with applicable constitutional limitations respecting the establishment of religion as set forth in the establishment clause under the First Amendment of the United States Constitution and Article I, Section 4 of California Constitution, and is not in any manner intended to restrict other activities of CONTRACTOR.

**9.17 Child Abuse Reporting.** CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, agents, or Subcontractors performing Services under this Agreement, report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.9 to the extent required by applicable law. CONTRACTOR shall require each employee, volunteer, agent, and Subcontractor who provides Services to or for CONTRACTOR in implementation of the Scope of Work described in Exhibit A and funded by this Agreement to the extent each person is legally subject to the requirements, to sign a statement acknowledging these reporting requirements and to comply with the reporting requirements to the extent required by applicable law.

**9.18 CONTRACTOR Cooperation with Other COMMISSION Contractors** CONTRACTOR acknowledges that the goal of COMMISSION and its Strategic Plan is to develop an integrated quality service system to ensure access to a quality child and family support services delivery system for Orange County children from the prenatal stage to age five. CONTRACTOR agrees to cooperate reasonably with COMMISSION and ADMINISTRATOR to achieve the objectives of the Strategic Plan and support COMMISSION by forming cooperative partnerships to serve children prenatal through age five and their families with other services funded through COMMISSION.

**9.19 Political Activity.** CONTRACTOR agrees that the funds provided by this Agreement shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

**9.20 Child Care Provider Notification; Admission Procedures and Parental and Authorized Representative's Rights.** If applicable to the Services, CONTRACTOR shall establish and carry out the requirements of California Code of Regulations (CCR) Title 22 relating to child care providers and provision of licensed child care, day care, or other early care and education. To the extent required by applicable laws and regulations, CONTRACTOR shall complete the following:

**9.20.1** CONTRACTOR shall comply with CCR Title 22, Section 101218.1 to ensure all parents and authorized representatives of minor children receiving Services under this Agreement, are notified regarding any employee, volunteer, consultant, or agent of CONTRACTOR with a criminal record exemption.

**9.20.2** CONTRACTOR shall (i) post a current copy of the California Department of Social Services (CDSS) Parents' Rights Poster in a prominent location; (ii) provide all parents and authorized representatives current copies of all CDSS notification forms and retain all parent signature or acknowledgement portions of those forms in the child's file; (iii) upon request, provide parents and authorized representatives with the name of any person associated with CONTRACTOR (including any employee, volunteer, consultant or agent of CONTRACTOR) who has been granted a criminal record exemption and that person's relationship to CONTRACTOR.

**9.20.3** CONTRACTOR shall document all requests by parents or authorized representatives for criminal exemption information. Such documentation shall be jointly signed by an authorized representative of CONTRACTOR and the parent or authorized representative and maintained in the child's file.

**9.21 Suspension and Debarment.** CONTRACTOR certifies that CONTRACTOR's officers and principals are not debarred or suspended from federal financial assistance programs or activities.

**10. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR.** CONTRACTOR makes the following representations and warranties to COMMISSION. These representations and warranties are ongoing and CONTRACTOR shall advise ADMINISTRATOR in writing if there is any change pertaining to any matters set forth or referenced in the following Subparagraphs 10.1 through 10.6, inclusive.

**10.1 No Conflict.** To the best of CONTRACTOR's knowledge, participation by public officials of CONTRACTOR in the negotiation, consideration, and action on this Agreement and CONTRACTOR's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement, or order to which CONTRACTOR is a party or by which it is bound, nor is there a conflict of interest under the California Political Reform Act, Government Code Section 81000, *et seq.* and Section 87100, *et seq.* or Government Code Section 1090, *et seq.*

**10.1.1** CONTRACTOR agrees that no officer, Commissioners, employee, agent, or assignee of COMMISSION having direct or indirect control of any monies allocated by COMMISSION, inclusive of the subject funds, shall serve as an officer or director of CONTRACTOR without the express written acknowledgement of COMMISSION.

**10.1.2** Any conflict or potential conflict of interest of any public official of CONTRACTOR shall be fully disclosed in writing prior to the execution of this Agreement and shall be attached to and become a part of this Agreement.

**10.2 No Bankruptcy.** CONTRACTOR is not the subject of any current or threatened bankruptcy.

**10.3 No Pending Legal Proceedings.** CONTRACTOR is not the subject of a current or threatened litigation that would or may materially affect CONTRACTOR's performance under this Agreement.

**10.4 Application Veracity.** All provisions of and information provided in CONTRACTOR's application for funding submitted to COMMISSION including exhibits are true and correct in all material respects.

**10.5 No Pending Investigation.** CONTRACTOR is not aware that it is the subject of any current or threatened criminal or civil action investigation by any public agency, including, without limitation, a police agency or prosecuting authority, related, directly or indirectly, to the provision of Services under this Agreement.



**10.6 Licenses, Permits, and Standards.** CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, any local jurisdiction in which it may do business or provide Services, and all other appropriate governmental agencies. CONTRACTOR agrees to maintain these licenses and permits in effect for the duration of this Agreement. CONTRACTOR shall only contract with Subcontractors that are duly licensed, insured, and qualified to provide Services under this Agreement, as applicable. CONTRACTOR warrants that its employees, agents, contractors, and Subcontractors shall conduct themselves in compliance with the laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment, and ethical behavior.

**10.6.1 Failure to Obtain or Maintain Licenses.** CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any of the permits, licenses, approvals, certificates, waivers, and exemptions. The inability shall be cause for termination of this Agreement by COMMISSION or ADMINISTRATOR.

**11. CONFIDENTIALITY.** CONTRACTOR shall maintain the confidentiality of all records, including any hard copies, electronic or computer-based data, and audio and video recordings, in accordance with all applicable state and federal codes and regulations relating to privacy and confidentiality, with COMMISSION's adopted Confidentiality and Data Sharing Protocol attached hereto and incorporated by this reference as each now exists or may be amended after the Date of Agreement, and as may be required by any other funding sources allocated through this Agreement.

#### **11.1 CONTRACTOR Obligation**

**11.1.1** All records and information concerning any and all persons referred to CONTRACTOR by COMMISSION, or COMMISSION's designee, shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's staff, agents, employees, subcontractors, and volunteers.

**11.1.2** CONTRACTOR shall require its employees, agents and volunteers to sign an acknowledgement or other certification which certifies that each will keep the identities and any information with respect to any and all service recipients of CONTRACTOR related to services authorized under this Agreement confidential except as may be required to provide Services under this Agreement, to comply with any reporting and auditing requirements specified in this Agreement, as required by COMMISSION in the administration of this Agreement, and as otherwise permitted by law.

**11.1.3** CONTRACTOR agrees that any and all approved subcontracts entered into shall include the confidentiality requirements of this Agreement.

**11.1.4** CONTRACTOR shall inform all of its employees, agents, subcontractors, volunteers, and partners of this provision that any person who knowingly and intentionally violates the provisions of federal, state or local confidentiality laws may be guilty of a crime and subject to civil action.

**11.2 Authorized Data Sharing.** The provisions of Subparagraphs 11.1.1 through 11.1.4 are not applicable to authorized data sharing pursuant to COMMISSION-funded projects or as permitted by law.

## **12. DISPUTES.**

**12.1** Except as otherwise provided in this Agreement, when a dispute arises between CONTRACTOR and COMMISSION, the parties shall meet to resolve the issue. If the parties do not reach a resolution, the dispute will be decided by the ADMINISTRATOR, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the ADMINISTRATOR shall be the final and conclusive administrative decision.

**12.2** Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Agreement and in accordance with the decision of ADMINISTRATOR. Nothing in this Agreement, however, shall be construed as making final the decision of any COMMISSION official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

## **13. REPORTING REQUIREMENTS**

**13.1 Reports.** Separate from any other reports required in the Project Summary, Exhibit A, or the Work Plan, Exhibit A-1, CONTRACTOR shall prepare and submit to ADMINISTRATOR reports concerning the performance of the Services required by this Agreement and any other reports as ADMINISTRATOR may reasonably require.

### **13.2 Ancillary Reporting Requirement Related to Enforcement of Child Support Obligations.**

**13.2.1 County Requirements.** In order to comply with child support enforcement requirements of the County of Orange, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:

(a) in the case of an individual contractor, his or her name, date of birth, Social Security number, and residence address;

(b) in the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

(c) a certification that contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

(d) a certification that contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

**13.2.2 Failure to Comply Breach.** The failure of CONTRACTOR to timely submit the data or certifications required by Subparagraphs 13.2.1 (a), (b), (c), or (d); to comply with all federal and state employee reporting requirements for child support enforcement; or to comply with

all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of notice from the County of Orange or COMMISSION shall constitute grounds for termination of this Agreement.

**13.2.3 Use of Data Solely for Government Enforcement of Child Support Orders.** It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

**13.2.4 Exemptions.** Agreements with public entities shall be exempt from the requirements of Subparagraph 13.2, above. Agreements with non-profit organizations which have no owners; shall be exempt from the requirements of Subparagraph 13.2.1(b) above.

**14. AUDITS.** CONTRACTOR shall prepare and maintain adequate records of its performance under this Agreement in sufficient detail to permit an evaluation of the work and Services and an audit of records as described in this Agreement.

**14.1 Fiscal Audit of Contract.** CONTRACTOR shall employ an independent, licensed Certified Public Accountant ("CPA") who shall prepare and file with ADMINISTRATOR a "Fiscal Audit" of this Agreement that shall include a review of the invoices submitted and paid for the reasonable cost of Services under this Agreement and a sampling (test) of the supporting documentation.

**14.1.1 Multi-Year Funding.** There shall be a Fiscal Audit completed for each year of this Agreement. Each annual Fiscal Audit shall become due within sixty (60) days after the anniversary date of the Date of this Agreement. The final Fiscal Audit shall become due within sixty (60) days after the end of the term of the Agreement or the date of termination of this Agreement, whichever occurs earlier. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the date by which each Fiscal Audit is due.

**14.1.2 Retention Amount.** Upon successful completion of each Fiscal Audit, ADMINISTRATOR shall release the applicable Retention Amount.

**14.1.3 Scope of CPA Opinion for Fiscal Audit.** CONTRACTOR shall require the CPA who completes each Fiscal Audit to provide an unqualified professional written opinion that states whether the invoices for payment submitted by CONTRACTOR under this Agreement were for actual and reasonably necessary costs and expenses to pay for work performed or goods purchased pursuant to the terms and conditions of this Agreement and whether the indirect cost rate applied to staffing for invoices submitted and paid, if any, is in accordance with the requirements of Subparagraph 15.5. CONTRACTOR shall ensure that corrective action is taken with respect to audit exceptions for lack of internal controls or adequate procedures noted in the Fiscal Audit within six (6) months after issuance of the applicable Fiscal Audit report.

**14.2 Retention Amount Withheld Pending Timely and Successful Completion of Each Fiscal Audit.** The Retention Amount shall be withheld pending timely and successful completion of each Fiscal Audit described in this Paragraph 14.

**14.3 Other and Additional Auditing Authority—Retention of Rights to Audit Performance under Agreement.** COMMISSION and ADMINISTRATOR and their authorized

representatives, and First 5 California and any of its authorized representatives, (collectively “Representatives”), reserve all rights and shall have access to any books, documents, papers and records, including medical records, of CONTRACTOR and any Subcontractor performing Services under this Agreement for the purpose of financial monitoring or auditing conducted by an independent CPA concerning CONTRACTOR’s and Subcontractors’ performance under this Agreement. The Representatives have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

**14.4 Availability of Records for Auditing Purposes.** In the event that CONTRACTOR’s corporate headquarters and its financial records are located outside the borders of Orange County, California, then CONTRACTOR shall make available its books and financial records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR for any audit purposes under this Agreement. All CONTRACTOR’s books of accounts and records related and applicable to any costs of Services, client fees, charges, billings, and revenues received directly or indirectly related to the Services shall be made available at one (1) location within the limits of the County of Orange. All records specified in this Subparagraph 14.4 and maintained pursuant to the terms of this Agreement shall be made available, after appropriate advance notice and during the party’s normal business hours, to designated representatives of the Auditor General of the State of California; First 5 California, an entity independent of the State of California; COMMISSION, an entity independent from the County of Orange, and any other entities as required by state statute or court order. In the event CONTRACTOR does not make available its books and financial records for the Services within the borders of Orange County for the Fiscal Audit, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COMMISSION, ADMINISTRATOR, or their designee necessary to obtain, review, and audit CONTRACTOR’s books and financial records.

**14.5 Monitoring.** COMMISSION, ADMINISTRATOR, and First 5 California, and respective representatives, are authorized to conduct on-site monitoring at their discretion during reasonable times, including unannounced on-site monitoring as elected in the Exhibits. Monitoring activities may also include, but are not limited to, questioning employees, volunteers, and participants for the subject Services and entering any premises or any site in which any of the Services funded by this Agreement are conducted or in which any of the records of CONTRACTOR or any Subcontractor are kept. Nothing in this Agreement shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

**14.6 Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.** If CONTRACTOR receives federal funding under this Agreement, CONTRACTOR shall comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with the Audit requirements in 2 CFR Part 200.500, *et seq.* The audit must be performed in accordance with generally accepted government auditing standards and 2 CFR Part 200.500, *et seq.*

**15. MAXIMUM PAYMENT OBLIGATION.** The “Maximum Payment Obligation” of COMMISSION to CONTRACTOR under this Agreement shall be Two Hundred Eighty Five



Thousand Eight Hundred Twenty Five Dollars (\$285,825) or the actual reasonable cost incurred and paid for performance of the Services, whichever is less.

**15.1 Multi-Year Contracts.** For multi-year contracts, the Maximum Payment Obligation for each period shall be as follows:

**15.1.1** The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2017 through June 30, 2018 shall be \$93,775.

**15.1.2** The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2018 through June 30, 2019 shall be \$93,775.

**15.1.3** The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2019 through June 30, 2020 shall be \$93,775.

**15.1.4** The Maximum Payment Obligation of COMMISSION to CONTRACTOR for EDI services to be provided for the period July 1, 2017 through June 30, 2020 shall be \$4,500.

**15.2 Initial Payment.** ADMINISTRATOR may, in his or her sole discretion, make an initial payment to CONTRACTOR in an amount not to exceed 8.33% of COMMISSION's Maximum Payment Obligation described in Paragraph 15 above, upon receipt of a written request(s) by CONTRACTOR, which request(s) shall be accompanied by the justification as ADMINISTRATOR may require. ADMINISTRATOR may approve subsequent requests for initial payment not to exceed twenty-five percent (25%) of any budget period, contingent upon CONTRACTOR having repaid all prior initial payment amounts in any prior budget period. The initial payment is intended to cover initial costs that are estimated to have been incurred or are expected to be incurred in the performance of Services by CONTRACTOR. ADMINISTRATOR may, in his or her sole discretion, deduct the initial payment(s) from any one or more subsequent payments owed to CONTRACTOR during the term of this Agreement. If, at the end of the term of this Agreement, there is any balance of the initial payment not deducted from subsequent payment requests, CONTRACTOR shall owe and shall immediately refund said monies to COMMISSION.

**15.3 Provisional Payment.** At ADMINISTRATOR's sole discretion, CONTRACTOR may submit an invoice prior to the beginning of the mutually agreed upon billing period to perform the Services required by this Agreement, and COMMISSION shall pay CONTRACTOR's provisional payment invoice within a reasonable period of time estimated to be thirty (30) days after receipt of a correctly completed invoice. CONTRACTOR shall submit to ADMINISTRATOR a reconciliation of actual costs incurred during the billing period covered by the provisional payment no later than ninety (90) days after the provisional payment invoice is submitted or within thirty (30) days of the end date of this Agreement, whichever occurs earlier. Any overpayment resulting from a Provisional Payment(s) and subsequent reconciliation of actual cost incurred for the period shall be deducted from subsequent invoices submitted by CONTRACTOR or repaid by CONTRACTOR to COMMISSION in accordance with the provisions of Paragraph 16 below.

**15.4 Billing/Payment Interval.** COMMISSION shall pay CONTRACTOR invoice payments monthly or quarterly in arrears, at ADMINISTRATOR's sole discretion, as specified in Exhibit A, for actual reasonable costs incurred and paid by CONTRACTOR to perform the Services required by this Agreement in accordance with the amounts and categories specified in the Project

Budget, Exhibit B, for the Services; provided, however, that payments for each line item shall not exceed the amount specified, and ADMINISTRATOR may approve adjustments of the amount set forth within each line item, so long as the total of all amounts within all line items, as adjusted, shall not exceed COMMISSION's Maximum Payment Obligation. Notwithstanding the monthly or quarterly invoice payments and exclusive of the initial payment or the provisional payment, if any, an amount equal to ten percent (10%) of each monthly or quarterly invoice shall be withheld by COMMISSION through ADMINISTRATOR as the Retention Amount (defined in Subparagraph 15.8 below) pending the timely and successful completion of each Fiscal Audit as described above in Paragraph 14. The total of all invoice payments and provisional payments shall not exceed COMMISSION's Maximum Payment Obligation.

**15.5 Indirect Cost Rate.** Notwithstanding anything to the contrary, CONTRACTOR's indirect cost rate shall in no event exceed ten percent (10%) of the applicable funding under this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree to an annual increase or decrease of the indirect cost rate listed in Exhibit B (Budget) to this Agreement based on a review of the State of California Department of Education independently assigned indirect cost rate(s), provided that COMMISSION's Maximum Payment Obligation in this Agreement does not increase as a result.

**15.6 Facilities/Lease Costs.** In the event that CONTRACTOR has an ownership interest in real property where Services are to be provided under this Agreement, CONTRACTOR shall only be entitled to the proportionate share of depreciation of the improvements at the rate of no more than four percent (4%) each year plus the proportionate share of real property taxes and maintenance.

**15.7 Invoices.** CONTRACTOR shall submit completed invoices monthly or quarterly upon a form approved or supplied by ADMINISTRATOR.

**15.7.1** Each monthly or quarterly invoice shall be submitted with an express written certification by CONTRACTOR representing and affirming to COMMISSION the following:

(a) CONTRACTOR has and maintains accurate records evidencing the requested monthly or quarterly payment, including, without limitation, the following: (1) original invoice(s), (2) original or true copies of source documents including, *inter alia*, statement of work performed, itemized on a monthly basis, general ledgers, supporting journals, time sheets, invoices, canceled checks (if received), or bank statements, receipts, and receiving records, and (3) originals or true copies of other receipts, agreement(s), or other documentation supporting and evidencing how the funds have been expended during the applicable quarter; provided, however, for the first monthly or quarterly payment, ADMINISTRATOR, in his or her sole discretion, may consider and approve an invoice from CONTRACTOR that includes reimbursement of CONTRACTOR expenses incurred prior to the Date of Agreement, as more fully set forth in the Project Budget, Exhibit B; and

(b) the Services provided during the preceding quarter (or other period for which payment is requested) have not and do not supplant existing services but in fact enhance or establish new services to Orange County's prenatal through age five children.

**15.7.2** CONTRACTOR shall maintain, at CONTRACTOR's facility, source documentation for all invoices including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

**15.7.3** COMMISSION shall exercise reasonable efforts to cause the monthly or quarterly installment payments to be released within a reasonable time period from submittal of a complete invoice and current compliance with reporting obligations of Paragraph 19, approximately thirty (30) days after receipt of the invoice.

**15.8 Retention Amount.** CONTRACTOR expressly acknowledges and agrees that an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services ("Retention Amount") may be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14. At ADMINISTRATOR's sole discretion, in place of an amount equal to ten percent (10%), CONTRACTOR's entire final monthly or quarterly invoice in each fiscal year may be withheld as the Retention Amount pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14.

**15.9 Final Invoice/Settlement.** With the exception of the Retention Amount payment, any and all final invoices for Services must be received by ADMINISTRATOR no later than sixty (60) days after the end of the term of this Agreement or sixty (60) days from the date of the earlier termination of this Agreement. Invoices for Services received after this date and time may not be processed for payment or reimbursed. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the date upon which the final invoice must be received.

**15.10 Source of COMMISSION Funding.** CONTRACTOR knowingly and expressly acknowledges and agrees that the sole source of funding provided and to be provided pursuant to this Agreement is and shall only be from monies allocated, received, and available to COMMISSION from the surcharges, taxes, and revenues collected and allocated to COMMISSION through the provisions of the Act, unless otherwise expressly stated in Exhibit A. To the extent, if at all, any or all provisions of the Act are found invalid, stayed, tolled, or are modified by litigation, subsequent initiative, or legislation, and the funding provided for under this Agreement is affected, then COMMISSION is and shall be relieved of obligations under this Agreement, or this Agreement shall be modified or amended to conform to the changes to the Act, as elected by COMMISSION. If COMMISSION is not allocated or does not receive adequate funding for its performance under this Agreement, then COMMISSION shall be relieved of obligations under this Agreement, or this Agreement shall be amended to conform to the changes, in funding allocations or changes to the Act, as elected by COMMISSION.

**15.11 Leveraging Funds.** For program sustainability, CONTRACTOR shall make all reasonable efforts to secure State of California or federal funds including, but not limited to, certain State of California programs known to both parties as County-based Medi-Cal Administrative Activities (CMAA) and Targeted Case Management (TCM) where COMMISSION funds may be properly identified and used as a required eligible funding source to draw down such other funds. CONTRACTOR agrees that funds from this Agreement shall be used to perform CMAA and TCM claimable activities and that state and federal funds received, including funds received outside the term of this Agreement, as the direct result of its leveraging efforts shall be used for sustainability of and be reinvested in CONTRACTOR's COMMISSION funded programs. In order to receive CMAA or TCM funds, CONTRACTOR shall sign and maintain an agreement for the provision of CMAA or TCM Services with the County of Orange Health Care Agency and comply with all County contracting requirements. CONTRACTOR shall not use COMMISSION funds identified as a match for another funding source for the purposes of drawing down CMAA or TCM funds. This covenant

shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by COMMISSION against CONTRACTOR and its successors in interest.

#### **15.12 PROGRAM FEES**

**15.12.1** The parties agree that the following guidelines apply in the event fees of any amount are charged by CONTRACTOR to COMMISSION's target population of Orange County's children ages prenatal to five years and their families ("Program Participants") for any service(s) provided under this Agreement.

**15.12.2** CONTRACTOR shall not charge fees to COMMISSION's Program Participants prior to obtaining ADMINISTRATOR's acknowledgement in writing.

**15.12.3** CONTRACTOR shall advise each COMMISSION Program Participant that fees may be charged and shall notify the Program Participant of any such fees prior to rendering services.

**15.12.4** CONTRACTOR shall advise each COMMISSION Program Participant that all fees will be waived if the Program Participant indicates an inability to pay and CONTRACTOR shall waive all fees if the Program Participant is unable to pay.

**15.12.5** CONTRACTOR shall not deny services to any COMMISSION Program Participant for any reason, including Program Participant's inability to pay for services.

**15.12.6** A full accounting of all fees charged and collected shall be documented by CONTRACTOR and shall be provided to ADMINISTRATOR upon request. At no time is CONTRACTOR permitted to collect fees for any purpose other than to continually provide services identified in this Agreement.

**15.12.7** All fees collected shall be fully accounted for and included in CONTRACTOR's Fiscal Audit as described in Paragraph 14.1 of this Agreement.

**16. OVERPAYMENTS.** Any payment(s) made by COMMISSION to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be immediately due to COMMISSION and repaid by CONTRACTOR. CONTRACTOR shall make repayment on any overpayment within thirty (30) days of COMMISSION's request. CONTRACTOR agrees to pay all fees and costs, including attorneys' fees, incurred by COMMISSION necessary to enforce the provisions set forth in this Agreement.

**16.1 Offset Permitted.** In the event an overpayment has been made or exists, ADMINISTRATOR may reconcile and offset the amount of the overpayment against the next installment payment due or against the final invoice amount due and to be paid, as elected in the sole discretion of ADMINISTRATOR. In the event the overpayment exceeds the final payment, the amount is immediately due and payable, and CONTRACTOR shall pay COMMISSION the sum within five (5) days of written notice from ADMINISTRATOR. Nothing in this Agreement shall be construed as limiting the remedies of COMMISSION in the event that an overpayment has been made.

**16.2 Offset Permitted under Subsequent Renewal or Other Pending Contract.** COMMISSION's Strategic Plan is implemented through funding of various initiatives and certain contractors/funding recipients are and have been awarded multiple or renewed funding for services related to or comparable to the Services provided under this Agreement. CONTRACTOR agrees that if this Agreement is either (i) a renewal contract related to prior funding to CONTRACTOR for services comparable to the Services, or (ii) CONTRACTOR has one or more other contracts pending with COMMISSION with a term or terms concurrent in whole or in part with this Agreement, then in the event an overpayment has been made or exists under this Agreement ADMINISTRATOR may reconcile and offset the amount of the overpayment against monies payable under the renewal contract or other contract pending with COMMISSION.

## **17. RECORDS**

**17.1 Maintain Complete Books and Records.** CONTRACTOR shall keep the books and records as shall be necessary relating to the Services so as to enable ADMINISTRATOR to evaluate the cost and the performance under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with Generally Accepted Accounting Principles (GAAP). ADMINISTRATOR, COMMISSION, and their staff, general legal counsel, and other COMMISSION consultants, as approved by ADMINISTRATOR, shall have full and free access to all books and records of CONTRACTOR and any Subcontractor arising out of this Agreement, at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from the records.

**17.1.1** CONTRACTOR shall prepare and maintain accurate and complete financial records of its business operations and in particular all records related to the Services. Financial records shall be retained by CONTRACTOR for a minimum of three (3) years from the date of payment on the final invoice submitted by CONTRACTOR to ADMINISTRATOR under this Agreement or three (3) years after all pending audits are completed, whichever is *later*.

**17.2 Separation of Accounts.** All funds received by CONTRACTOR from COMMISSION pursuant to this Agreement shall be maintained in an account in a federally insured banking or savings and loan institution with record keeping of the accounts maintained pursuant to reasonable and prudent business practices. CONTRACTOR is not required to maintain separate depository accounts for funds; provided however, CONTRACTOR must be able to account for receipt, obligation, and expenditure of all COMMISSION funds.

**17.3 Form of Records.** CONTRACTOR may retain records in any reasonable and customary format as mutually determined in writing between CONTRACTOR and ADMINISTRATOR. The following forms of records are acceptable and pre-approved between the parties:

- (a) original hard copies;
- (b) information may be saved/retained electronically in a readily retrievable basis through a Microsoft Word™ 2007 or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California;



(c) financial data and other spreadsheet information may be saved/retained electronically in a readily retrievable basis through a Microsoft Excel™ or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California; or

(d) other technology for maintaining and transmitting records as approved in advance by ADMINISTRATOR.

**17.4 Release of Records.** The records of Services, data, surveys, drawings, specifications, reports, records, documents, evaluation reports, and other materials prepared by CONTRACTOR in the performance of this Agreement shall not be released publicly without the prior written approval of ADMINISTRATOR or as required by law. CONTRACTOR shall not disclose any information regarding the activities of COMMISSION, except as required by law or as authorized by ADMINISTRATOR.

**17.5 Ownership of Records.** Specialized methodology, formulae, software programs of CONTRACTOR and other intellectual processes which have been specifically designed and developed by CONTRACTOR and which were not funded by or assisted in the development by COMMISSION or its agents which shall be deemed proprietary in nature and shall be and remain the proprietary property of CONTRACTOR. All other documents, information, software, and intellectual property and records, including, without limitation, the originals of all drawings, specifications, reports, records, data, surveys, documents, and other materials, whether in hard copy or electronic form, which are prepared by CONTRACTOR, its employees, Subcontractors, or agents in the performance of this Agreement, are and shall remain the property of COMMISSION and shall be delivered to ADMINISTRATOR, as appropriate, upon the termination of this Agreement or upon the earlier request of ADMINISTRATOR. CONTRACTOR shall have no right to further contracts, additional employment or employees, or additional compensation of whatever kind or nature as a result of the exercise by COMMISSION of its full rights of ownership of the documents and materials under this Agreement. CONTRACTOR may retain copies of the documents and materials for its own use, but shall not enter into any contract or license for use or for payment of the documents. CONTRACTOR shall cause each Subcontractor to assign to COMMISSION any documents or materials prepared by it. In the event CONTRACTOR fails to secure the assignment, CONTRACTOR shall indemnify COMMISSION for all damages suffered by the failure to obtain the assignment. COMMISSION agrees that, if necessary, it will undertake reasonable and appropriate steps to maintain the proprietary nature of CONTRACTOR's proprietary property, except as may be required by applicable laws.

**17.6 Inspection and Access to Records.** ADMINISTRATOR and any authorized COMMISSION representatives, any authorized representatives of the State of California, and any authorized representatives of First 5 California shall have access to CONTRACTOR's records for the purpose of monitoring performance and provision of the Services pursuant to this Agreement. CONTRACTOR shall make available its records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR. In the event CONTRACTOR does not make available its records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable direct and indirect expenses incurred by COMMISSION or COMMISSION's designee(s) necessary to obtain CONTRACTOR's records.

## **18. PATENT AND COPYRIGHT INFRINGEMENT.**

**18.1** In lieu of any other warranty by COMMISSION or CONTRACTOR against patent or copyright infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its expense any claim or suit against COMMISSION on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U. S. letters patent or copyright, and CONTRACTOR shall pay all costs and damages finally awarded in any such suit or claim, provided that CONTRACTOR is promptly notified in writing of the suit or claim and given authority, information, and assistance at CONTRACTOR's expense for the defense of same. CONTRACTOR will not indemnify COMMISSION if the suit or claim results from: (1) COMMISSION's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONTRACTOR when such use in combination infringes upon an existing U.S. letters patent or copyright.

**18.2** CONTRACTOR shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify COMMISSION under any settlement made without CONTRACTOR's consent or in the event COMMISSION fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONTRACTOR, at no expense to COMMISSION, shall obtain for COMMISSION the right to use and sell said item, or shall substitute an equivalent item acceptable to COMMISSION and extend this patent and copyright indemnity thereto.

## **19. CONTRACTOR OBLIGATION TO PROVIDE DATA FOR COMMISSION'S EVALUATION AND CONTRACTS MANAGEMENT SYSTEM.**

**19.1 Evaluation and Contracts Management System.** Services under this Agreement include tracking service data related to client outcomes about Orange County children from prenatal through age five in furtherance of the goals and objectives of COMMISSION's Strategic Plan adopted pursuant to the Act. CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contract management system in its performance under this Agreement, there may be individual client-shared core data elements. It is the responsibility of each funding recipient, including CONTRACTOR, to participate in the evaluation and contract management system using the COMMISSION Confidentiality and Data Sharing Protocol. CONTRACTOR agrees it shall cooperate with COMMISSION, ADMINISTRATOR, and COMMISSION's designated contractor/consultant for its evaluation and contract management system and other information technology contractors; it shall provide data to COMMISSION's designated contractor/consultant for its evaluation and contract management system; and it shall utilize the evaluation and contract management system, or other data system, as elected by COMMISSION and its ADMINISTRATOR in their sole discretion, for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all services provided by CONTRACTOR and each and all of COMMISSION's funding recipients. The level of participation with the evaluation and contract management system required by CONTRACTOR shall be determined by ADMINISTRATOR.

**19.1.1** CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contract management system in its performance under this Agreement, there shall be project-level reporting to COMMISSION with respect to

CONTRACTOR's work plan through the evaluation and contract management system's Administrative Management Module ("AMM"), and, in some instances, through the evaluation and contract management system's Client Level Data Module ("CLDM"), as set forth in the Work Plan, Exhibit A-1. CONTRACTOR agrees to participate in AMM, and, if applicable to the Services to CLDM, and to cooperate with COMMISSION, ADMINISTRATOR, and COMMISSION's designated contractor/consultant for its evaluation and contract management system and other information technology contractors. CONTRACTOR shall provide data to COMMISSION's designated contractor/consultant for its evaluation and contract management system, utilize the AMM, and, if applicable, provide data of Services to CLDM, for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all Services provided by CONTRACTOR and each and all of COMMISSION's funding recipients.

**19.2 Confidentiality.** Nothing in the above provisions relating to collection and reporting to the evaluation and contracts management system shall require CONTRACTOR to release or disclose confidential health data or other patient identification which is expressly protected from disclosure by applicable federal and state laws; provided however, any applicable exception set forth in applicable federal or state laws which permits disclosure by CONTRACTOR to COMMISSION of health or other data shall require disclosure by CONTRACTOR to COMMISSION and ADMINISTRATOR in order to input to the evaluation and contracts management system.

**20. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS.** To the extent any intellectual property, tangible or intangible, is developed, created, or modified with the monies provided by COMMISSION under this Agreement, or is otherwise separately funded by COMMISSION under other projects, programs, contracts, or agreements and utilized by CONTRACTOR under this Agreement, COMMISSION does and shall own all right, title and interest (including patent rights, copyrights, trade secret rights, and other intellectual property rights throughout the world) relating to any and all the inventions (whether or not patentable), works of authorship, designs, know-how, ideas, and information made or conceived or reduced to practice, in whole or in part, by CONTRACTOR pursuant to the scope of Services provided by CONTRACTOR to COMMISSION under this Agreement (collectively the "Inventions"). CONTRACTOR agrees it shall promptly disclose all Inventions to COMMISSION. CONTRACTOR agrees to make all assignments and execute the legal documents necessary to accomplish the ownership and control for the benefit of COMMISSION. CONTRACTOR shall further assist COMMISSION, at COMMISSION's expense, to further evidence, record, and perfect the assignments and documentation, and to perfect, obtain, maintain, enforce, and defend any rights relating to the Inventions. CONTRACTOR irrevocably designates and appoints COMMISSION as its agent to lawfully perfect ownership and control of the Inventions (and if legally required for force and effect in order to perfect the ownership and control of the Inventions as its attorney-in-fact). As agent, COMMISSION may act for and on CONTRACTOR's behalf to execute and file any document and to do all other lawfully permitted and required acts to effect the ownership and control of the Inventions. If CONTRACTOR uses, provides, or discloses any of the Inventions when acting within the scope of CONTRACTOR's performance of Services or otherwise on behalf of COMMISSION, COMMISSION will have and CONTRACTOR grants COMMISSION a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exercise all rights to the Inventions.



**21. COPYRIGHT ACCESS.** COMMISSION, the County of Orange, the State of California, and First 5 California shall have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use all material and work product (both tangible and intangible), if any, developed under this Agreement including those materials covered by copyright.

**22. NOTICES**

**22.1 Method and Form of Notice.** Unless otherwise specified, all formal notices, invoices, claims, correspondence, or reports shall be addressed as follows:

**COMMISSION:**       **Children and Families Commission of Orange County**  
Contracts Manager  
1505 E. 17<sup>th</sup> Street, Suite 230  
Santa Ana, CA 92705

**CONTRACTOR:**       See Exhibit A

All notices shall be deemed effective when in writing and personally delivered or deposited in the United States mail, express, priority, or first class, postage prepaid and addressed as above. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the addresses to which notices are sent.

**22.2 Advisory Notices Required.** Notwithstanding the provisions of this Agreement relating to Claims, CONTRACTOR shall notify COMMISSION, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which may expose COMMISSION to liability. These occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COMMISSION property in possession of CONTRACTOR.

**23. RIGHTS OF TERMINATION**

**23.1 Termination for Convenience Prior to Expiration of Term.**

**23.1.1** COMMISSION may terminate this Agreement for its convenience at any time upon fifteen (15) days' written notice to CONTRACTOR. Upon receipt of a notice of termination for convenience, CONTRACTOR shall immediately cease performance under this Agreement, including all Services, except the Services that may be specifically approved by ADMINISTRATOR. CONTRACTOR shall be entitled to compensation for that part of the Services rendered prior to receipt of the notice of termination and for the part of the Services authorized by ADMINISTRATOR after the notice in accordance with the Project Budget, Exhibit B, or other arrangement for compensation as may be approved by the ADMINISTRATOR in writing.

**23.2 Termination for Cause Due to Default of CONTRACTOR.** COMMISSION reserves the express right to terminate this Agreement for cause due to the default, as defined in Paragraph 24, by CONTRACTOR in its performance obligations under this Agreement. In the event of termination, CONTRACTOR shall immediately cease performance and provision of Services as of the date the notice of default is received or deemed received, whichever occurs earlier. COMMISSION may take over the work and prosecute the same to completion by contract or

otherwise. CONTRACTOR shall be liable to the extent that the total cost for completion of the Services required by this Agreement exceeds the compensation stipulated in this Agreement, provided that COMMISSION shall use reasonable efforts to mitigate damages. COMMISSION expressly reserves the right to withhold any outstanding payments to CONTRACTOR for the purpose of set off or partial payment of the amounts owed COMMISSION as previously set forth in this Agreement.

## **24. DEFAULT**

**24.1 Default by CONTRACTOR.** Failure by CONTRACTOR to perform or comply with any provision, covenant, or condition of this Agreement shall be a default of this Agreement. In addition to immediate termination as set forth above in Paragraph 23.2 and any other remedies available at law, in equity, or otherwise specified in this Agreement, ADMINISTRATOR, in his or her sole discretion, may elect any or all of the following:

**24.1.1** Afford CONTRACTOR a time period of fifteen (15) days from the date notice is mailed to cure the default, or to commence to cure the breach and diligently pursue to completion the cure of the breach within thirty (30) days of date notice is mailed;

**24.1.2** Discontinue payment and eligibility for payment to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which payment may not be entitled to later recovery;

**24.1.3** Offset against any funds invoiced by CONTRACTOR but yet unpaid by COMMISSION those monies disallowed pursuant to the above offset authority; and

**24.1.4** Withhold from any monies payable to CONTRACTOR sufficient funds to compensate COMMISSION for any losses, costs, liabilities, or damages it reasonably believes were suffered by or have been incurred by COMMISSION due to the default of CONTRACTOR in the performance of the Services required by this Agreement.

## **25. REVERSION OF ASSETS**

**25.1 Unencumbered or Unexpended Funds.** Upon the termination or expiration of the term of this Agreement, CONTRACTOR shall transfer to COMMISSION any unexpended and unencumbered COMMISSION funds on hand at the time of the termination or expiration and any accounts receivable attributable to the use of subject funds.

**25.2 Real or Personal Property Assets.** Any real property or moveable or immovable personal property under CONTRACTOR's control or ownership that was acquired or improved in whole or in part with COMMISSION funds disbursed under this Agreement, the original cost of the property exceeded five thousand dollars (\$5,000) shall either be, at the election of ADMINISTRATOR: (1) used by CONTRACTOR for the Services or comparable services meeting the purposes of the Act and Strategic Plan for a period of five (5) years after termination or expiration of this Agreement, unless a longer period is specified in the Project Summary, Exhibit A; or (2) disposed of and proceeds paid to COMMISSION in a manner that results in COMMISSION being reimbursed in the amount of the fair market value at the time of termination or expiration of this Agreement (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the value attributable to CONTRACTOR's out of pocket

expenditures using non-COMMISSION funds for acquisition of, or improvements to, the real or personal property and less any direct and reasonable costs of disposition, including a reasonable and customary broker's fee incurred in listing and completion of sale of the asset.

**25.2.1** In furtherance of the above provisions, if ADMINISTRATOR selects continued use of the capital asset, then CONTRACTOR agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. This covenant shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by COMMISSION against CONTRACTOR and its successors in interest.

**25.2.2** In the event ADMINISTRATOR selects disposition of the subject real or personal property, then CONTRACTOR shall exercise due diligence to dispose of the property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of the disposition shall be disbursed directly to and be payable to COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of motor vehicle "pink slip" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with UCC requirements.

**26. COUNTERPARTS.** This Agreement may be executed in several counterparts, all of which shall constitute but one and the same instrument. Faxed or electronically scanned signatures shall have the same force and effect as an original signature.

**27. FORCE MAJEURE**

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, COMMISSION and CONTRACTOR have caused this Agreement to be effective in the County of Orange, State of California, on the date first above written.

**COMMISSION**

**CHILDREN AND FAMILIES  
COMMISSION OF ORANGE COUNTY,**  
a public body and legal public entity

Dated: \_\_\_\_\_

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

SIGNED AND CERTIFIED THAT A COPY  
OF THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIR OF COMMISSION

By: \_\_\_\_\_  
Robin Stieler  
Clerk of the Commission

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

WOODRUFF, SPRADLIN & SMART

By: \_\_\_\_\_  
James M. Donich, Commission Counsel

[Signature block for CONTRACTOR on next page.]

[Signature block continued from previous page.]

**CONTRACTOR**

**LAGUNA BEACH UNIFIED SCHOOL DISTRICT**, a California public school district,  
organized and existing under the laws of the State of California

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jeffrey Dixon,  
Assistant Superintendent of Business

**EXHIBIT A**  
**PROJECT SUMMARY**  
**LAGUNA BEACH UNIFIED SCHOOL DISTRICT**  
**Agreement # FCI-SD3-12**  
**School District Services**  
**Term: July 1, 2017 through June 30, 2020**

**1. FUNDING RECIPIENT**

Laguna Beach Unified School District  
a California Public School District  
550 Blumont Street  
Laguna Beach, CA 92651

Contact: Irene White, Director Special Education and Student Services, 949-497-7700 ext. 5208, [iwhite@lbusd.org](mailto:iwhite@lbusd.org)

Work Plan and Data Entry Contact: Sandra Bandettini, Early Readiness Program Facilitator, 949-497-7700 ext. 5327, [sbandettini@lbusd.org](mailto:sbandettini@lbusd.org)

Claudette Ahern, School Readiness Nurse, 949-497-7700 ext. 5236, [cahern@lagunabeachschools.org](mailto:cahern@lagunabeachschools.org)

Invoices/Documentation Contact: Raymond Lee, Staff Accountant, 949-497-7700 ext. 5215, [rlee@lbusd.org](mailto:rlee@lbusd.org)

Designated Level of Data Reporting: AMM and CLDM

Signatories: Jeffrey Dixon, Assistant Superintendent of Business, 949-497-7700 [jdixon@lbusd.org](mailto:jdixon@lbusd.org)

**2. BACKGROUND**

The Commission has invested in school readiness since 2000 to provide early care and education opportunities to meet critically important early childhood development needs and maximize potential and success in school; and, since 2004 the Commission has invested in the School Nurse Initiative to provide direct nursing care to ensure healthy and safe school environments, and promote community involvement in children's health services for all Orange County's children through age five (5).

**3. PURPOSE AND SCOPE OF WORK**

CONTRACTOR shall provide component Services described in Exhibit A to achieve the outcomes described in the Work Plan, Exhibit A-1, within the funding limitations of the Project Budget, Exhibit B, and the staffing described in Attachment 1 to Exhibit B. In each component, CONTRACTOR shall:

Work within CONTRACTOR's protocols for the implementation of the project.

Regularly communicate and document the goals and progress, and participate in training opportunities provided through this Agreement.

Participate in regularly scheduled business meetings scheduled by CONTRACTOR for the purpose of program planning, technical assistance, sharing of best practices, development of referral resources and identification of resource needs and gaps for future project planning and improvements and implementation of strategies identified in this Agreement.

Prior to the 10<sup>th</sup> of each month, enter the previous month's project milestone progress into COMMISSION's data reporting and collection system, report in AMM and CDOM levels, and utilize the system to report monthly.

### **3.1 EARLY LEARNING SPECIALIST**

**3.1.1** Assign a qualified Early Learning Specialist (ELS) to be responsible for the services described in Attachment 1 to Exhibit B (the Staffing Table) to this Agreement. The qualified ELS is deemed someone with the expertise to execute the Scope of Work, serve as the main contact for the agreement, and responsible for executing the assigned duties.

**3.1.2** Identify the needs of families in their communities, work with other Early Learning Specialists throughout the county to identify priority needs of families, and develop strategies to help children enter school ready to learn.

**3.1.3** Build relationships to ensure communication with outside agencies (including private and faith-based programs) providing early care and education, early intervention, health, and family support services to children 0 – 5; with parents of children 0 – 5 not yet participating in the local school district's activities; and with district early primary teaching staff.

**3.1.4** Act as an advocate within the school district to promote the importance and benefits of early learning for children's school success, including ensuring District administrators understand the COMMISSION'S Early Learning goals and progress.

**3.1.5** Develop and implement a Sustainability Plan for Early Learning within the school district. As part of plan implementation, seek to draw or channel additional funds for early learning programs from all available revenue sources including but not limited local, state and federal funding (e.g., Local Control Accountability Plan, grants, foundations, fee for service, and other state or federal funds distributed to school districts).

**3.1.6** As part of the Sustainability Plan, develop a written transition strategy for maintaining services in preparation for Fiscal Year 2019/20-21.

**3.1.7** Implement evidence-based early math/Science, Technology, Engineering and Math (STEM), and literacy-related programs or activities in the District's early learning programming.

**3.1.8** Participate in professional development opportunities including the areas of early math and STEM.

**3.1.9** Implement early intervention services to address speech and language delays prior to school entry, for example, training parents on communication norms, delays, strategies and informing them of related resources including written materials and online support.

**3.1.10** As resources are available within the local community, provide support for drop-in, family-focused early learning programs (e.g., Learning Link).

**3.1.11** Provide school readiness information and materials to parents and early education providers (including private and faith-based programs through workshops, trainings, and paper or electronic distributions).

**3.1.12** Ensure that children with special needs are able to participate in district and community school readiness and early learning programs.

**3.1.13** Create and implement a plan to capture preschool student data into District's student data collection system; and maintain a protocol for transferring relevant student health and development information between the early care setting and the public school kindergarten teachers.

**3.1.14** Participate in topical forums as needed for the purpose of receiving technical assistance, the exchange of information related to best practices, and development of referral resources for future project planning and improvements.

**3.1.15** Strengthen planning linkages, communication, learning and referrals among COMMISSION funded programs, community agencies, and county-wide networks including private and faith-based programs.

**3.1.16** Coordinate outreach efforts to educate the community including private and faith-based programs regarding best practices for early care, early childhood development issues, available programs and services, district readiness expectations, and Kindergarten Content Standards.

**3.1.17** Promote collaboration among and between the kindergarten through grade 12 educational systems and the early care and education community for the purpose of increasing awareness of district expectations, developing a common mechanism for measurement, and supporting the development of optimum transitions from one provider system to the other.

**3.1.18** Participate in the Early Development Index (EDI) at one of the following levels:

**3.1.18.1** Planning for implementation of future EDI cycles.

**3.1.18.2** Administer EDI as scheduled in kindergarten classrooms within the district.

**3.1.18.3** Incorporate EDI data into local community and district planning efforts, for the purpose of:

- Develop community partnerships to increase familiarity and use of EDI, guide project development, and generate in-depth internal discussion. Activities may include parent presentations and community partner meetings for the purpose of analyzing and discussing the results of the data.

- Use EDI data to support the inclusion of early learning activities in the district LCAP.

**3.1.19** Develop a strategic plan to increase investments in Early Learning based on EDI results.

**3.1.20** Promote a countywide agenda for young children.

**3.1.21** Develop connections with private preschools and family care; and use data to evaluate long term outcomes and coordinate services with k-12 systems.



### **3.2 DISTRICT SCHOOL READINESS NURSE**

**3.2.1** Recruit and/or maintain 0.50 Full Time Equivalent (FTE) District School Readiness Nurse positions as identified in Attachment 1 to Exhibit B to this Agreement. The purpose of the District School Readiness Nurses is to expand access to healthcare for children through age 5 served within district boundaries including special populations, local early care and education providers and children transitioning to religious and private schools. The District School Readiness Nurses shall be knowledgeable in the areas of prevention, early identification and treatment of health problems, disease and disorders; and promoting lifelong health and health practices in children through age 5 and their families within the district boundaries.

**3.2.2** Minimum Qualifications: Licensed Registered Nurse with a valid California School Nurse Services Credential or a Licensed Registered Nurse with a Preliminary School Nurse Credential with enrollment in a School Nurse Credential Program, certified in first aid and CPR; knowledgeable of current federal and state laws and regulations regarding the children through age 5 population and health constraints including HIPAA, FERPA, Education Codes, Title 22 regulations, and the Nursing Practice Act.

**3.2.3** Use additional funds allocated to each CONTRACTOR for the administrative costs that may be associated with implementing the project, as identified on Exhibit B of this Agreement.

**3.2.4** District School Readiness Nurses shall:

**3.2.4.1** Regularly assess the needs of families in their communities, meet and work with their district's Early Learning Specialist and the District Coordinating Nurse on a regular basis; consult with local elementary school districts; consult with American Academy of Pediatrics and Public Health Nurses, and offer services to faith-base and private preschools to identify priority needs of families; and develop strategies to help children enter school healthy and ready to learn.

**3.2.4.2** Build relationships to ensure communication with; outside agencies providing health care and early care and education to young children; with parents of young children who have yet to participate in their local school districts, as well as with district early primary teaching staff and relevant project staff.

**3.2.4.3** Fulfill activities and submit deliverables by the timeline established by COMMISSION, CONTRACTOR, ADMINISTRATOR and CONTRACTOR'S Superintendent.

**3.2.4.4** Complete additional tasks as identified on Exhibit A-1 to this Agreement.

**3.2.5** The Parties agree that a minimum of ninety percent (90%) of CONTRACTOR's Maximum Allocation for School Nurse services as described in Attachment 8A to Agenda Item 1 approved at the May 4, 2011 COMMISSION hearing shall be used exclusively for salary and benefits.

**3.2.6** Partner with COMMISSION to perform in-depth analysis of current SRN scope of work and assist in identifying any scope adjustments needed for optimal program functioning.

### **4. ATTACHMENTS TO EXHIBIT B**

**4.1** Staffing

**4.2** Direct Project Expenses

**Exhibit A**  
Page 4 of 5

**5. WAIVERS/AMENDMENTS TO AGREEMENT**

None.

**6. INVOICING/PAYMENT ELECTIONS**

As of the Date of Agreement, the Parties mutually agree to the following invoicing/payment elections. Notwithstanding anything to the contrary and provided that any modifications to these elections do not alter the overall goals and basic purpose of the Agreement, and provided these modifications do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR and CONTRACTOR may, in accordance with the authority described in Section 2.2 of this Agreement; make future modifications to the following invoicing/payment elections.

**6.1 Initial Payment.** The Parties do not anticipate an Initial Payment request as described in Paragraph 15.2 of this Agreement.

**6.2 Billing/Payment Interval.** The Parties agree that the interval for Billing and/or Payment for this Agreement as described in Paragraph 15.4 is quarterly.

**6.3 Retention Timing.** The Parties agree an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services ("Retention Amount") as described in Paragraph 15.8 shall be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14 of this Agreement.

EXHIBIT A-1  
Early Learning Specialist Work Plan

Date of Draft: 3/22/21

Commission Lead: Cinda Muckenthaler

Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 3/22/2017

Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 3/22/2017

Organization / Collaborative Name	Project Name	Work Plan Contact Name	Contact's Phone and Email	Contract Number
Laguna Beach Unified School District	Early Learning	Sandee Bandettini	(949) 497-7700 ext. 5327 sbandettini@lbusd.org	FCI-SD3-12

**Project Abstract (a short description of the project):**

Provide early care and education opportunities to meet critically important childhood development needs and maximize potential and success in school.

**General Instructions**

- Monthly service update: Update ALL services every month whether or not you have provided a service during that month. Enter the number of New Clients and Repeat Clients (if applicable) and Services for each service on your work plan.
- New Clients: All clients are new starting July 1, 2017; this includes clients who were already in the program prior to July 1. Clients are reported as New in their first month, and are repeated as Repeat (if applicable) in subsequent months.
- Monthly Service Counts: Enter aggregate data each month under Monthly Service Counts for children 0-5, parent/guardians and providers.
- Multiple services updates in one month: if you are updating a service more than one time in a month, please include a note in the update that this is the second (or third) update and the reason for the multiple updates.

**Goal 1. HEALTHY CHILDREN**

Outcome	Indicator	Objective	Milestone	Program Data Type	Target #	Start Date	End Date	Instructions
HC.4 Increased percent of children growing up in healthy and safe environments	Specialty Care	HC.4.4 Increase the number of medically fragile infants or children with chronic and disabling conditions who receive specialty medical and/or behavioral health services	HC.4.4.8a Parents receive speech and language services	Parents	10 unduplicated parents	7/1/17	6/30/18	<b>Parents:</b> # of parents new in first month of service, repeat in subsequent months of service. <b>Services:</b> Total number of parent contacts (total # of parents multiplied by the number of speech and language sessions each attended) <b>Notes:</b> Describe services provided Not required to use any specific method to meet this milestones.

**Exhibit A-1**

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EXHIBIT A-1  
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**Goal 2. STRONG FAMILIES**

Outcome	Indicator	Objective	Milestone	Program Data Type	Target #	Start Date	End Date	Instructions
SF.4 Increased access to and availability of family support services and resource	Behavioral Health Services	SF.4.2 Reduce gap between children referred for behavioral health conditions and those getting services	SF.4.2.2 Providers are educated to increase awareness and identification of behavioral health issues for children 0-5	Provider	20 unduplicated providers	7/1/17	6/30/18	<b>Providers:</b> Clients are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. <b>Services:</b> Total # of provider trainings on child behavioral health issues <b>Notes:</b> Describe services provided in relation to behavior health strategies in classrooms

**Goal 3. EARLY LEARNING**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
EL.1 Increased all children's developmental skills* to be proficient learners in school  *early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Children Being Read To By Parents/ Caregivers	EL.1.1 Increase to 95% the proportion parents who read to their child regularly (3+ times week)	EL.1.1.2.a Parents participate in a program designed to increase the frequency of reading at home	Parent	24 unduplicated parents	7/1/17	6/30/18	<b>Parents:</b> # of parents new in first month of service, repeat in subsequent months of service. <b>Services:</b> Total number of parent contacts (total # of parents multiplied by the number of reading sessions each attended) <b>Notes:</b> Describe services provided
EL.1 Increased all children's developmental skills* to be proficient learners in school	Children Being Read To By Parents/ Caregivers	EL.1.2 Increase to 100% the proportion of families with 10+ of	EL.1.2.1 Books distributed to children	Books	750 Books	7/1/17	6/30/18	<b>Services:</b> # of books distributed in month reporting <b>Notes:</b> Brief description of distribution

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**EXHIBIT A-1**  
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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
*early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills		books in the home						
EL.1 Increased all children's developmental skills* to be proficient learners in school  *early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Literacy Proficiency	EL.1.3 75% of typically developing children are effective learners in literacy	EL.1.3.1 Children participating in early literacy programs	Children 0-5	24 unduplicated children	7/1/17	6/30/18	<b>Children:</b> # of children new in first month of service, repeat in subsequent months of service. <b>Services:</b> Total number of child contacts (total # of children multiplied by the number of reading sessions/programs each attended) <b>Notes:</b> Describe services provided,
EL.2 Increased quality of early care and education	Early Care and Education Availability	EL.2.2 Increase the number of children receiving quality early care and education services so they are better prepared to succeed in school	EL.2.2.2a Parents participate in a drop-in, family-focused early learning program (i.e., Learning Link) OPTIONAL	Parents	15 unduplicated parents	7/1/17	6/30/18	<b>Parents:</b> # of parents new in first month of service, repeat in subsequent months of service. <b>Services:</b> Total number of parent contacts (total # of parents multiplied by the number of family-focused early learning sessions each attended) <b>Notes:</b> Describe services provided. In first entry, please describe staffing, hours of operation, number of days open. If information changes, please reflect changes in notes.
EL.2 Increased quality of early care and education	Early Care and Education Availability	EL.2.2 Increase the number of children receiving quality early care and education services so they are better prepared to	EL.2.2.2b Children participate in a drop-in, family-focused early learning program (i.e.,	Children 0-5	15 unduplicated children	7/1/17	6/30/18	<b>Children:</b> # of children new in first month of service, repeat in subsequent months of service. <b>Services:</b> Total number of child contacts (total # of children multiplied by the number of family-focused early learning sessions each attended)



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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
		succeed in school	Learning Link) OPTIONAL					<b>Notes:</b> Describe services provided. In first entry, please describe staffing, hours of operation, number of days open. If information changes, please reflect changes in notes.
EL.3 Increased early educator, parent and caregiver knowledge and skills to promote children's readiness for school	Parent Knowledge of School Readiness	EL.3.1 Increase parents' knowledge and involvement in preparing children for school.	EL.3.1.1 Parents receive tools, resources, information and/or training needed to transition their child to school	Parent	250 unduplicated parents	7/1/17	6/30/18	<b>Parents:</b> # of parents new in first month of service, repeat in subsequent months of service. <b>Services:</b> Total # of services provided (total # of parents multiplied by the number tools, resources or information provided each received during the month reported) <b>Notes:</b> Brief description of services provided.
EL.3 Increased early educator, parent and caregiver knowledge and skills to promote children's readiness for school	Provider Knowledge of School Readiness	EL.3.2 Increase provider's knowledge and involvement in preparing children for school	EL.3.2.1 Participate in EDI at one of the following levels: planning for future implementation; implementing EDI; or incorporating EDI data in planning efforts.	Activities	10 Activities	7/1/17	6/30/18	<b>Services:</b> # of activities that are accomplished throughout the school year <b>Notes:</b> Brief description of activities including planning and/or implementation events throughout the year
EL.4 Improved transitions of children entering Kindergarten and K-12 system	Transition Planning	EL.4.1 All schools in Orange County are prepared for	EL.4.1.1 Children visit Kindergarten	Children 0-5	10 unduplicated children	7/1/17	6/30/18	<b>Children:</b> # of children visiting classrooms (always new) <b>Notes:</b> Brief description of planning

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**EXHIBIT A-1**  
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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
		incoming Kindergarteners	classrooms prior to start of school year					and/or implementation events throughout the year
EL.4 Improved transitions of children entering Kindergarten and K-12 system	Transition of Records to Elementary Schools	EL.4.2 100% of children's records are transferred from early care programs to elementary schools and entered into district data systems	EL.4.2.1 Children's health and development records are transferred to their elementary school prior to entering kindergarten	Children 0-5	40 unduplicated children	7/1/17	6/30/18	<b>Children:</b> # of children whose records were transferred (always new) <b>Notes:</b> Brief description of planning and/or implementation events throughout the year
EL.4 Improved transitions of children entering Kindergarten and K-12 system	Transition of Records to Elementary Schools	EL.4.2 100% of children's records are transferred from early care programs to elementary schools and entered into district data systems	EL.4.2.3 Children entering preschool programs are assigned a unique identifier	Children 0-5	250 unduplicated children	7/1/17	6/30/18	<b>Children:</b> # of children assigned a unique identifier (always new) <b>Notes:</b> Update progress on assigning a unique identifier which will be transferred to the K-12 system upon completion of preschool.

EXHIBIT A-1  
Early Learning Specialist Work Plan

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**Goal 4. CAPACITY BUILDING**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
CB.1 Maximize all sustainability activities	Fund Development	CB.1.1 Increase resources	CB.1.1.1 Dollar amount raised from program fees/revenue	Dollars	\$1	7/1/16	6/30/17	<b>Dollars:</b> \$'s received in month reported <b>Notes:</b> Describe fund development efforts resulting from program fees and/or program revenue. Include brief description of funding source(s) and how \$'s are allocated to the program. Learning Link targeted donations for specific Learning Link activities
CB.1 Maximize all sustainability activities	Fund Development	CB.1.1 Increase resources	CB.1.1.1b Dollar amount raised from individual donations	Dollars	\$1	7/1/17	6/30/18	<b>Dollars:</b> \$'s received in month reported <b>Notes:</b> Describe fund development efforts resulting from individual donations. Include brief description of funding source(s) and how \$'s are allocated to the program. Learning Link donations
CB.1 Maximize all sustainability activities	Fund Development	CB.1.1 Increase resources	CB.1.1.1c Dollar amount raised from Foundation donations	Dollars	\$100	7/1/16	6/30/17	<b>Dollars:</b> \$'s received in month reported <b>Notes:</b> Describe fund development efforts resulting from Foundation donations. Include brief description of funding source(s) and how \$'s are allocated to the program. School Power
CB.1 Maximize all sustainability activities	Fund Development	CB.1.1 Increase resources	CB.1.1.1d Dollar amount raised from government funds/grants	Dollars	\$11,000	7/1/17	6/30/18	<b>Dollars:</b> \$'s received in month reported <b>Notes:</b> Describe fund development efforts resulting from government funding. Include brief description of

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
								funding source(s) and how \$'s are allocated to the program. Please indicate if local, State, Federal funding or combination of government sources. State Preschool/Title 1/LCAP
CB.1 Maximize all sustainability activities	Fund Development	CB.1.1 Increase resources	CB.1.1.3 Develop sustainability report and communicate progress on the sustainability plan to the Commission.	Reports	1 report	7/1/17	6/30/18	<b>Services:</b> # of reports completed <b>Notes:</b> Describe monthly efforts to achieve goal. When report completed describe result.
CB.2 Increase access and efficiency, quality and effectiveness	Collaboration and Networking	CB.2.2 Improve service delivery through collaboration and networking	CB.2.2.1 Developing partnerships, coordinating and collaborating with other agencies to improve service delivery (For faith based and/or private and/or preschool programs,	Collaborations	15 collaborations	7/1/17	6/30/18	<b>Services:</b> # collaborations developed / # meetings attended. Count collaborations/partnerships only once but report on progress throughout the year. Do not include district committees and/or meetings <b>Notes:</b> Brief description of collaborations and partnerships.

**Exhibit A-1**

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
			report activities under CB.2.2.1a)					
CB.2 Increase access and efficiency, quality and effectiveness	Collaboration and Networking	CB.2.2 Improve service delivery through collaboration and networking	CB.2.2.1a Developing partnerships, coordinating and collaborating with faith based and/or private preschool school programs to improve service delivery	Collaborations	5 collaborations	7/1/17	6/30/18	<b>Services:</b> # faith based and/or private preschool program collaborations developed / # meetings attended. Count collaborations/partnerships only once but report on progress throughout the year. Do not include district committees and/or meetings <b>Notes:</b> Brief description of collaborations and partnerships. LB Pres, Annaliese, BGCLB, home day care, special day preschool
CB.2 Increase access and efficiency, quality and effectiveness	Service Planning and Access Points	CB.2.4 Conduct service planning activities that improve access and coordination of services	CB.2.4.1 Program will develop a plan that outlines infrastructure, functions and coordination of services	Program	6 activities Coordinate with SRN #s	7/1/17	6/30/18	<b>Services:</b> # of activities completed <b>Notes:</b> Describe efforts to coordinate services with SRN and special education programs.
CB.2 Increase access and efficiency, quality and effectiveness	Professional Training and Development	CB.2.7 Provide training and administrative support to funded programs to ensure	CB.2.7.3 Provide trainings to build the capacity of the	Provider	5 unduplicated providers	7/1/17	6/30/18	<b>Providers:</b> Providers are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year.

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**EXHIBIT A-1**  
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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
		quality and results	agency to increase quality services (including STEM related activities)					<b>Services:</b> # of trainings <b>Notes:</b> Describe trainings provided and topics of trainings
CB.3 Promote data to support decision making and program improvement	Program Evaluation	CB.3.1 Develop high-quality program evaluations and reporting	CB 3.1.5 Program staff will report the number of client intake records entered	Children 0-5	10 unduplicated children Coordinate with SRN #s	7/1/17	6/30/18	<b>Children:</b> Children 0-5 (new only)
CB.3 Promote data to support decision making and program improvement	Program Evaluation	CB.3.1 Develop high-quality program evaluations and reporting	CB 3.1.6 Program staff will report the number of client exit records entered for month reported	Children 0-5	10 unduplicated children Coordinate with SRN #s	7/1/17	6/30/18	<b>Children:</b> Children 0-5 (new only)

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EXHIBIT A-1  
School Nurse Program  
Work Plan Template FCI-SD3-12

Date of Draft: 2-20

Commission Lead: Dian Milton

Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 2-23-17

Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 2-24-17

Organization / Collaborative Name	Project Name	Work Plan Contact Name	Contact's Phone and Email	Contract Number
Laguna Beach School District	School Nurse Program	Claudette Ahern	<a href="mailto:cahern@lagunabeachschools.org">cahern@lagunabeachschools.org</a> 949-497-7700 ext. 5236	FCI-SD3-12

**Project Abstract (a short description of the project):**

Expand access to health care for children prenatal through age 5 served within district boundaries including special populations, such as teen moms with children prenatal through age 5; homeless families with children prenatal through age 5; local early care and education providers; and children transitioning to all elementary schools, including private religious and private schools.

**General Instructions**

- Monthly service update: Update ALL services every month whether or not you have provided a service during that month. Enter the number of New Clients and Repeat Clients (if applicable) and Services for each service on your work plan.
- Update beginning and end date: For each monthly update, the beginning date is the first day of the month and the end date is the last day of the month; e.g., July 1, 2017 - July 31, 2017
- New Clients: All clients are new starting July 1, 2017; this includes clients who were already in the program prior to July 1. Clients are reported as New in their first month, and are repeated as Repeat (if applicable) in subsequent months.
- Monthly Service Counts: Enter aggregate data each month under Monthly Service Counts for children 0-5, parent/guardians and providers.
- Multiple services updates in one month: if you are updating a service more than one time in a month, please include a note in the update that this is the second (or third) update and the reason for the multiple updates.

**Goal 1. HEALTHY CHILDREN**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and	HC 2.2.1 Children receive developmental and/or behavioral screening using evidence-based screening tools (i.e. PEDS, ASQ, ASQ-SE, MCHAT, Child Behavior Checklist).	Children 0-5	100 unduplicated children	7/1/17	6/30/18	<b>Children:</b> Children are "new" to this service in month where first receiving this screening and repeat in subsequent months if rescreened. <b>Services:</b> Total # of screenings provided during the month. <b>Notes:</b> Brief description of developmental or behavioral

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EXHIBIT A-1  
School Nurse Program  
Work Plan Template FCI-SD3-12

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		language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals						screenings provided and number of children referred for follow-up assessments based on screening results
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals	HC.2.2.2a Children receive a dental screening, including visual inspection and/or assessment by professional dental resource	Children 0-5	100 unduplicated children	7/1/17	6/30/18	<b>Children:</b> Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. <b>Services:</b> Total # of dental screenings provided during the month. <b>Notes:</b> Brief description of services provided
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental	HC.2.2.2b Children screened for up to date immunizations	Children 0-5	100 unduplicated children	7/1/17	6/30/18	<b>Children:</b> # children 0-5 screened for immunizations (first time and repeat). <b>Services:</b> # of immunization screenings <b>Notes:</b> Brief description of

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EXHIBIT A-1  
School Nurse Program  
Work Plan Template FCI-SD3-12

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Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 2-24-17

		milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals						immunization screenings including completion of State Immunization Report (if applicable)
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals	HC.2.2.3 Children receive vision screening using evidence-based tools (i.e., LEA, PlusOptix12, & SPOT)	Children 0-5	100 unduplicated children	7/1/17	6/30/18	<b>Children:</b> Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. <b>Services:</b> Total # of vision screenings provided during the month. <b>Notes:</b> Brief description of services provided and number of children referred for follow-up assessment

EXHIBIT A-1  
School Nurse Program  
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HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals	HC.2.2.4 Children receive hearing screening using evidence-based tools (i.e., OEA, Audiometry, Pure Tones, Tympanometry, etc)	Children 0-5	100 unduplicated children	7/1/17	6/30/18	<p><b>Children:</b> Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened.</p> <p><b>Services:</b> Total # of hearing screenings provided during the month.</p> <p><b>Notes:</b> Brief description of services provided and number of children referred for follow-up assessment</p>
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and	HC.2.2.5 Children receive body composition and stature screening (height, weight, BMI)	Children 0-5	100 unduplicated children	7/1/17	6/30/18	<p><b>Children:</b> Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened.</p> <p><b>Services:</b> Total # of body composition screenings provided during the month.</p> <p><b>Notes:</b> Brief description of services provided and number of children referred for follow-up assessment.</p> <p>Note: Rescreen children with BMI &gt;95% prior to the end of the school year to track changes in BMI</p>

Exhibit A-1

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Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 2-24-17

		receive appropriate referrals						
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals	HC.2.2.6 Children receive health status screening (i.e., asthma, allergies, etc.)	Children 0-5	100 unduplicated children	7/1/17	6/30/18	<b>Children:</b> Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. <b>Services:</b> Total # of health status screenings provided during the month. <b>Notes:</b> Brief description of services provided
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language,	HC.2.2.10a Parents receive referrals regarding their child's health and developmental concerns	Parent	75 unduplicated parents	7/1/17	6/30/18	<b>Parents:</b> Parents are "new" to this service in the month where they first receive a referral and are repeat in subsequent months for referrals for new health concerns. Do not recount a client if you are re-referring for the same health concern. <b>Services:</b> Total # of referrals provided



**EXHIBIT A-1**  
**School Nurse Program**  
**Work Plan Template FCI-SD3-12**

Date of Draft: 2-20

Commission Lead: Dian Milton

Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 2-23-17

Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 2-24-17

		behavior, psychosocial issues, and other special needs, and receive appropriate referrals						<b>Notes:</b> Brief description of referrals provided
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals	HC.2.2.10b Parents are linked to referred services for their child's health and developmental concerns	Parent	30 unduplicated parents	7/1/17	6/30/18	<b>Parents:</b> # of parents linked to referred services. <b>Services:</b> Total # of linked referrals. <b>Notes:</b> Brief description.
HC.3 Increased percent of children have and use a health home for comprehensive health services to include physical, dental and mental health	Health Insurance	HC.3.1 Increase to 100% the number of children with health coverage.	HC.3.1.1 Children are linked with health insurance enrollment	Children 0-5	3 unduplicated children	7/1/17	6/30/18	<b>Children:</b> # of target children 0-5 linked to health insurance (as a result of this program's efforts). Always new (no repeats). <b>Notes:</b> Brief description.

**Exhibit A-1**

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**EXHIBIT A-1**  
**School Nurse Program**  
**Work Plan Template FCI-SD3-12**

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Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 2-24-17

HC.3 Increased percent of children have and use a health home for comprehensive health services to include physical, dental and mental health	Health Home	HC.3.2 Increase to 100% the proportion of children who have a health care home.	HC.3.2.1 Children are linked to a health care home	Children 0-5	3 unduplicated children	7/1/17	6/30/18	<b>Children:</b> # of children linked to a health home (as a result of this program's efforts). Always new. <b>Notes:</b> Brief description. Please include information on referrals to Affordable Care Act (ACA) and/or PMD.
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**Goal 2. STRONG FAMILIES**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
SF.3. Increased parent knowledge and skills to help prepare children to reach their optimal potential	Parent Knowledge of Healthy Child Development	SF.3.1 Increase parent knowledge of healthy child development	SF.3.1.3 Office visits to improve knowledge of healthy child development  <b>Program notes:</b> One-on-one sessions where SRN provides parents specific verbal/written instruction or plans on their child's health and/or development.	Parent	100 unduplicated parents	7/1/17	6/30/18	<b>Parents:</b> Parents are "new" to this service in month where first receiving this service and repeat in subsequent months or for multiple issues until the service ends for fiscal year. <b>Services:</b> # of office visits <b>Notes:</b> Brief description.
SF.3. Increased parent knowledge and skills to help prepare children to reach their optimal potential	Parent Knowledge of Healthy Child Development	SF.3.1 Increase parent knowledge of healthy child development	SF.3.1.4a Parents participate in parenting education classes on healthy child development	Parent	20 unduplicated parents	7/1/17	6/30/18	<b>Parents:</b> Parents are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. <b>Services:</b> # of parent education classes <b>Notes:</b> Describe topic of each classes provided

**Exhibit A-1**

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**EXHIBIT A-1**  
**School Nurse Program**  
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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
SF.3. Increased parent knowledge and skills to help prepare children to reach their optimal potential	Parent Knowledge of Healthy Child Development	SF.3.1 Increase parent knowledge of healthy child development	SF.3.1.5 Children receive health education classes	Children 0-5	20 unduplicated children	7/1/17	6/30/18	<b>Children:</b> Children are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. <b>Services:</b> Count the # of health education classes (include classes on Nutrition and Physical Activity here). <b>Notes:</b> Describe classes
SF.3. Increased parent knowledge and skills to help prepare children to reach their optimal potential	Parent Knowledge of Healthy Child Development	SF.3.1 Increase parent knowledge of healthy child development	SF.3.1.7 Providers receive consultations to improve provider knowledge of healthy child development	Providers	10 unduplicated providers	7/1/17	6/30/18	<b>Providers:</b> Providers are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. <b>Services:</b> # of provider consultations <b>Notes:</b> Brief description.

EXHIBIT A-1  
School Nurse Program  
Work Plan Template FCI-SD3-12

Date of Draft: 2-20

Commission Lead: Dian Milton

Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 2-23-17

Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 2-24-17

**Goal 4. CAPACITY BUILDING**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
CB.2 Increase access and efficiency, quality and effectiveness	Service Planning and Access Points	CB.2.4 Conduct service planning activities that improve access and coordination of services	CB.2.4.1 Program will develop a plan that outlines infrastructure, functions and coordination of services	Activities	6 activities	7/1/17	6/30/18	<b>Services:</b> # of activities related to sustainability and/or coordination of services <b>Notes:</b> Describe efforts to sustain program and/or coordinate services
CB.3 Promote data to support decision making and program improvement	Evaluation	CB.3.1 Develop high-quality program evaluations and reporting	CB.3.1.4 Children with special needs* served  *Special needs children are defined as "those who have or are at increased risk for a chronic physical, developmental, behavioral, or emotional condition and who also require health and related services of a type or amount beyond that required by children generally" (Maternal and Child Health Bureau)	Children 0-5	15 unduplicated children	7/1/17	6/30/18	<b>Children:</b> # of children new in first month of service. No repeat.  <b>Notes:</b> Document the types of special needs encountered
CB.3 Promote data to support decision making and program improvement	Evaluation	CB.3.1 Develop high-quality program	CB 3.1.5 Program staff will report the number of client intake records	Children 0-5	10 unduplicated children	7/1/17	6/30/18	<b>Children:</b> Children 0-5 (new only)

EXHIBIT A-1  
School Nurse Program  
Work Plan Template FCI-SD3-12

Date of Draft: 2-20

Commission Lead: Dian Milton

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Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 2-24-17

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
		evaluations and reporting	entered					
CB.3 Promote data to support decision making and program improvement	Evaluation	CB.3.1 Develop high-quality program evaluations and reporting	CB 3.1.6 Program staff will report the number of client exit records entered	Children 0-5	10 unduplicated children	7/1/17	6/30/18	<b>Children:</b> Children 0-5 (new only)

**EXHIBIT B**  
**PROJECT BUDGET**

<b>Laguna Beach Unified School District</b>	<b>Funds Due 7/1/17 – 6/30/18</b>	<b>Funds Due 7/1/18 – 6/30/19</b>	<b>Funds Due 7/1/19 – 6/30/20</b>
Staffing	\$86,475	\$86,945	\$89,355
Direct Project Expenses	\$7,300	\$6,830	\$4,420
Capital Equipment	\$0	\$0	\$0
Indirect/Administrative	\$0	\$0	\$0
Subcontracts	\$0	\$0	\$0
<b>TOTAL FUNDS DUE</b>	<b>\$93,775</b>	<b>\$93,775</b>	<b>\$93,775</b>

<b>Early Developmental Index</b>	<b>Funds Due 7/1/17 - 6/30/20</b>
EDI Expenses*	\$4,500

\* EDI budget may be expended at any time over the three year term in any incremental amounts subject to approval in writing by ADMINISTRATOR.

**MAXIMUM PAYMENT OBLIGATION: \$285,825**

## Attachment 1 to Exhibit B

### STAFFING TABLE

	7/1/17 - 6/30/18 FTE Salary & Benefits	7/1/18 - 6/30/19 FTE Salary & Benefits	7/1/19 - 6/30/20 FTE Salary & Benefits
<b>Position Title: Early Learning Specialist</b>	.4750 FTE \$24,423.00	. FTE \$24,495.00	FTE \$24,495.00

Minimum Qualifications: Experience working with children ages 0 to 5 and their families.

Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.

<b>Position Title: School Readiness Nurse</b>	.50 FTE \$45,000.00	.50 FTE \$45,010.00	.50 FTE \$47,085.00
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Minimum Qualifications: Licensed Registered Nurse with a valid California School Nurse Services Credential or a Licensed Registered Nurse with a Preliminary School Nurse Credential with enrollment in a School Nurse Credential Program, certified in first aid and CPR; knowledgeable of current federal and state laws and regulations regarding the children through age 5 population and health constraints including HIPAA, FERPA, Education Codes, Title 22 regulations, and the Nursing Practice Act

Job Duties: Provide services as described in subparagraph 3.2 of Exhibit A to this Agreement.

<b>Position Title: School Psychologist</b>	. 0170 FTE \$11,664.00	. 0170 FTE \$11,933.00	. 0170 FTE \$12,162.00
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Minimum Qualifications: BA, MA, School Psychologist Services Credential. Experience working with children parents and teachers.

Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.

**Attachment 1 to Exhibit B**

<b>Position Title: School Psychologist/Behavior Specialist</b>	<b>.080 FTE</b>	<b>.080 FTE</b>	<b>.080 FTE</b>
	<b>\$5,388.00</b>	<b>\$5,507.00</b>	<b>\$5,613.00</b>

Minimum Qualifications: BA, MA, School Psychologist Services Credential. Experience working with children parents and teachers

Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.

**Summary Table of Staffing Costs**

<b>7/1/17- 6/30/18</b>	<b>7/1/18 - 6/30/19</b>	<b>7/1/19 - 6/30/20</b>
<b>\$86,475</b>	<b>\$86,945</b>	<b>\$89,355</b>



**Attachment 2 to Exhibit B**

**DIRECT PROJECT EXPENSES TABLE**

<b>FY 17/18 Expense Type</b>	<b>Amount</b>	<b>Program: SNE/EL</b>	<b>1-2 sentence narrative description of expenses.</b>
Category – Office	\$200	EL	Annual cost for office supplies
Category-Supplies	\$,1000	EL	Annual cost for books, consumables and resource materials.
Category-Mileage	\$300	EL	Annual cost for mileage reimbursement for meetings and site visits.
Category – Conferences	\$800	EL	Cost of training for EL staff
Category – Office	\$200	SRN	Annual cost for office supplies
Category-Supplies	\$200	SRN	Annual cost for books, consumables and resource materials.
Category-Mileage	\$150	SRN	Annual cost for mileage reimbursement for meetings and site visits.
Category – Conferences	\$200	SRN	Cost of training for SRNL staff
Category – Health Supplies and Equipment	\$4,000	SRN	Cost for Health equipment
Category –Printing	\$250	SRN	Cost for printing related to SRN duties
<b>FY 17/18 Total</b>	<b>\$7,300</b>		

**Attachment 2 to Exhibit B**

<b>FY 18/19 Expense Type</b>	<b>Amount</b>	<b>Program: SNE/EL</b>	<b>1-2 sentence narrative description of expenses.</b>
Category – Office	\$200	EL	Annual cost for office supplies
Category-Supplies	\$940	EL	Annual cost for books, consumables and resource materials.
Category-Mileage	\$200	EL	Annual cost for mileage reimbursement for meetings and site visits.
Category – Conferences	\$500	EL	Cost of training for EL staff
Category – Office	\$500	SRN	Annual cost for office supplies
Category-Supplies	\$2,000	SRN	Annual cost for books, consumables and resource materials.
Category-Mileage	\$300	SRN	Annual cost for mileage reimbursement for meetings and site visits.
Category – Conferences	\$400	SRN	Cost of training for SRNL staff
Category – Health Supplies and Equipment	\$1,490	SRN	Cost for Health equipment
Category –Printing	\$300	SRN	Cost for printing related to SRN duties
<b>FY 18/19 Total</b>	<b>\$6,830</b>		

**Attachment 2 to Exhibit B**

Page 2 of 3

**Attachment 2 to Exhibit B**

<b>FY 19/20 Expense Type</b>	<b>Amount</b>	<b>Program: SNE/EL</b>	<b>1-2 sentence narrative description of expenses.</b>
Category – Office	\$200	EL	Annual cost for office supplies
Category-Supplies	\$605	EL	Annual cost for books, consumables and resource materials.
Category-Mileage	\$200	EL	Annual cost for mileage reimbursement for meetings and site visits.
Category – Conferences	\$500	EL	Cost of training for EL staff
Category – Office	\$500	SRN	Annual cost for office supplies
Category-Supplies	\$1,000	SRN	Annual cost for books, consumables and resource materials.
Category-Mileage	\$300	SRN	Annual cost for mileage reimbursement for meetings and site visits.
Category – Conferences	\$400	SRN	Cost of training for SRNL staff
Category – Health Supplies and Equipment	\$415	SRN	Cost for Health equipment
Category –Printing	\$300	SRN	Cost for printing related to SRN duties
<b>FY 19/20 Total</b>	<b>\$4,420</b>		

**Attachment 2 to Exhibit B**

Page 3 of 3

## EXHIBIT C

### ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR STATUS

This **Acknowledgment of Independent Contractor Status** ("Acknowledgment") is an exhibit and fully incorporated into that certain Agreement for provision of Services ("Agreement") dated July 1, 2017 by and between **Children and Families Commission of Orange County** ("COMMISSION") and **Laguna Beach Unified School District**, a California public school district organized and existing under the laws of the State of California ("CONTRACTOR"). This Acknowledgment is intended to define and affirm the relationship between COMMISSION and CONTRACTOR as set forth in the Agreement. CONTRACTOR has been fully informed, has had the opportunity to be advised or has been advised by counsel of its choosing, and knowingly and willingly acknowledges and agrees as follows:

1. CONTRACTOR on behalf of itself and each and every person acting by, through, or for CONTRACTOR (together, "CONTRACTOR"), is not an employee of COMMISSION.
2. CONTRACTOR is an independent contractor to COMMISSION.
3. Because CONTRACTOR is not an employee of COMMISSION, CONTRACTOR is not entitled to receive health benefits or any other benefits provided by COMMISSION to its regular employees.
4. CONTRACTOR is not eligible to join in or participate in any benefit plans offered to those individuals listed on COMMISSION's payroll as regular employees.
5. CONTRACTOR is and shall remain ineligible for employment benefits provided to COMMISSION's regular employees, or for participation in such benefit plans, even if it is later determined that COMMISSION has misclassified CONTRACTOR as an independent contractor for tax or other purposes.
6. CONTRACTOR hereby waives any right it may have to claim it is an employee or challenge its status as an independent contractor of COMMISSION.
7. CONTRACTOR releases COMMISSION and its Commissioners, officers, board members, employees and agents (together, "COMMISSION") from any and all obligations, liabilities, causes of action, and/or claims that exist or may arise under applicable laws that relate to CONTRACTOR's acknowledgement, release, and agreement of its status as an independent contractor (not an employee) of COMMISSION.
8. In making this Acknowledgment and the release and waiver for this Agreement, CONTRACTOR acknowledges it has been advised concerning the content and meaning or and understands and is familiar with the provisions of California Civil Code Paragraph 1542, which provides as follows:

## **EXHIBIT C**

### **ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR STATUS**

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”**

CONTRACTOR represents and warrants it understands the purpose, meaning, and effect of Paragraph 1542 above, but nevertheless freely and knowingly waives and relinquishes any right or benefit that it has or may have under Paragraph 1542 of the Civil Code of the State of California, or any similar provision of law as such relates to the status of CONTRACTOR as an independent contractor, not an employee, of COMMISSION.

### **CONTRACTOR**

**LAGUNA BEACH UNIFIED SCHOOL DISTRICT**, a California public school district organized and existing under the laws of the State of California

By: \_\_\_\_\_  
**Jeffrey Dixon,**  
**Assistant Superintendent of Business**

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