



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

**Regular Meeting  
of the  
Board of Education**

**AGENDA**

**September 26, 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

**September 26, 2017**

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

**6:00 P.M.  
STUDY SESSION HISTORY/SOCIAL SCIENCE**

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

**AGENDA**

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

- 1. CALL TO ORDER**
- 2. ROLL CALL TO ESTABLISH QUORUM**
- 3. PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS**
- 4. ADJOURN TO CLOSED SESSION**
  - A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**  
(Government Code §54957)
  - B. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION**  
(Govt. Code § 54956.9(d)(1))  
(*Student DOE v. Laguna Beach Unified School District*, OC Superior Court Case No. 30-2017-00917965-CU-WM-CJC)
- 5. CALL TO ORDER - OPEN SESSION**
- 6. PLEDGE OF ALLEGIANCE**
- 7. REPORT ON CLOSED SESSION ACTION**
- 8. ADOPTION OF AGENDA**
- 9. RECOGNITIONS**
  - a. None**

## **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. STUDY SESSION: HISTORY/SOCIAL SCIENCE**

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

Staff will present information regarding the California History/Social Science Framework to provide the Board of Education with an in-depth look at the instructional shifts involved and the process for full implementation of the History/Social Studies Standards.

## **12. REPORTS**

- *Student Board Representative(s)*
  - *LaBUFA Representative*
  - *CSEA Representative*
  - *Organizations – Boosters, PTA, SchoolPower*
  - *Board Members*
  - *Superintendent*
  - *Cabinet Members*
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## **13. CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered by the Board to be routine and will be enacted by the Board in one motion as listed below. The Superintendent and the Staff recommend approval and or ratification of all Consent Calendar items. Any item may be removed from the Consent Calendar at the request of a Board member and acted on separately.

- a. Approval of Minutes – September 12, 2017
- b. Approval/Ratification of Personnel Report
- c. Approval of Conference/Workshop Attendance
- d. Approval to Deny Interdistrict Attendance Agreements – Students From Other Districts
- e. Approval of Interdistrict Attendance Agreements - Students To Other Districts
- f. Approval of Gifts - Checks Totaling \$4,750.00
- g. Approval/Ratification of Certificated Payroll 2A in the Amount of \$393,170.71  
Approval/Ratification of Classified Payroll 2B in the Amount of \$384,032.81
- h. Approval of Agreements for Contracted Services – Special Education
- i. Approval of Agreements for Contracted Services – Technology
- j. Approval/Ratification of Warrants #391384 through #391565 in the amount of \$1,375,819.07 Dates: 8/29/2017 through 9/15/2017
- k. Approval of Community Facilities District 98-1 (Crystal Cove) Administrative Fund Disbursements Totaling \$1,700.00
- l. Approval of Student Fieldwork Experience and Student Teacher Agreements with CalStateTEACH from September 1, 2017 through June 30, 2020
- m. Approval Agreement with Orange County Department of Education for the Provision of Tobacco Prevention Services, Tobacco-Use Prevention Education (TUPE)

## **INFORMATION ITEMS**

### **14. OPENING OF THE 2017-2018 SCHOOL YEAR**

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

Dr. Vilorio members will present on the preparation and opening of the 2017-2018 school year.

### **15. MONTHLY FINANCIAL UPDATE - AUGUST**

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

Staff will present the Monthly Financial Update to the Board of Education.

## **ACTION ITEMS**

### **16. APPROVAL OF PROCLAMATION – SEPTEMBER AS ATTENDANCE AWARENESS MONTH**

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

Staff proposes the Board of Education adopt a proclamation in support of Attendance Awareness Month.

### **17. APPROVAL OF RESOLUTION NO. 17-21: SUPPORT FOR NATIONAL BULLYING PREVENTION MONTH**

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

October is National Bullying Prevention Month. Staff proposes the Board of Education review and adopt Resolution 17-21: Support of National Bullying Prevention Month.

### **18. APPROVAL OF MOSAIC NETWORK, INC. (COVITALITYAPP) CONTRACT FOR 2017-18 SCHOOL YEAR**

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

Staff proposes the Board of Education approve the contract to initiate work with Mosaic Network, Inc., (“Mosaic”) for the 2017-18 school year to utilize the software product CoVitalityApp sequential research services and unlimited access to the Online Education Research Library.

### **19. APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN COLLEGE AND CAREER ADVANTAGE (CCA) AND LAGUNA BEACH UNIFIED SCHOOL DISTRICT TO EMPLOY DISTRICT AND CCA TEACHERS TO OFFER ELECTIVE COURSES AT LAGUNA BEACH HIGH SCHOOL DURING THE 2017-2018 SCHOOL YEAR**

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

Staff proposes that the Board of Education approve a Memorandum of Understanding (MOU) between College and Career Advantage (CCA) and Laguna Beach Unified School District (LBUSD) to offer the following elective courses at Laguna Beach High School:

- Dance III and Dance Company
- Multimedia Production, Multimedia Design, 3D Multimedia Design
- After bell schedule elective courses which are open to students at LBHS as well as students from surrounding school districts:
  - Medical/Hospital Careers course with Internship
  - Emergency Medical Responder
  - Programming/Coding

**20. APPROVAL OF AN INDEPENDENT CONTRACT AGREEMENT WITH THINKING MAPS FOR PATH TO PROFICIENCY FOR ENGLISH LANGUAGE LEARNERS TEACHER TRAINING IN AN AMOUNT NOT-TO-EXCEED \$13,025.00**

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

Staff proposes the Board of Education approve an Independent Contractor Agreement with Thinking Maps® for *Path to Proficiency for English Language Learners*, to support teachers who have clusters of students who are English Learners. Thinking Maps® will support the District in building visual instructional strategies based on neuroscience.

**21. APPROVAL OF FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM (FCMAT) STUDY AGREEMENT FOR SPECIAL EDUCATION REVIEW FOR A COST NOT-TO-EXCEED \$40,000**

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

Staff requests the Board of Education approve the Study Agreement with the Fiscal Crisis Management and Assistance Team (FCMAT) for Special Education review at a cost not-to-exceed \$40,000.

**22. APPROVAL/REVIEW OF BOARD POLICY, FINANCIAL RESERVES**

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

Staff requests the Board of Education review Board Policy 3001, Financial Reserves, based on annual policy. No changes are recommended or required.

**23. BOARD MEMBER REQUESTS: ITEMS FOR FUTURE MEETINGS, REQUESTS FOR INFORMATION, OR GENERAL COMMENTS**

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

**24. ADJOURNMENT**

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

The next Regular Meeting of the Board of Education is **Tuesday, October 10, 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**

### **11. STUDY SESSION**

**September 26, 2017**

#### **History/Social Science (H/SS) Framework**

##### **Proposal**

Staff will present information regarding the California History/Social Science Framework to provide the Board of Education with an in-depth look at the instructional shifts involved and the process for full implementation of the History/Social Studies Standards.

##### **Background**

The History/Social Science Framework was adopted by the State Board of Education on July 14, 2016. Content standards were designed to encourage the highest achievement of every student, by defining the knowledge, concepts, and skills that students should acquire at each grade level.

From Chapter One of the History/Social Science Framework: “Content. Inquiry. Literacy. Citizenship. This framework guides educators as they design, implement, and maintain a coherent course of study to teach content, develop inquiry-based critical thinking skills, improve reading comprehension and expository writing ability, and promote an engaged and knowledgeable citizenry in history and the related social sciences. The subject areas covered in this framework offer students the opportunity to learn about the world and their place in it, think critically, read, write, and communicate clearly. History, Civics and Government, Geography, and Economics, are integral to our shared mission of preparing California’s children for college, careers, and civic life.

These disciplines develop our students’ understanding of the physical world, encourage their participation in our democratic system of government, teach them about our past, inform their financial choices, and improve their ability to make reasoned decisions based upon evidence. Moreover, these disciplines play a vital role in the development of student literacy, because of their shared emphasis on text, argumentation, and use of evidence. These disciplines have also undergone important shifts in instructional practice since this document was last updated, and thus this framework seeks to bring current the state of these important areas of study.” 2016 History-Social Science Framework - Curriculum Frameworks (CA Dept of Education)

In Laguna Beach Unified School District, a small group of representative stakeholders began the transition to the new framework in the fall of 2016. This group made recommendations for process and implementation of professional development, including work with UCI History Project and after school inquiry work for the elementary teachers.

##### **Budget Impact**

There is no budget impact for this report.

##### **Recommended Action**

No action is required.

## **Laguna Beach Unified School District**

**13.a. CONSENT/ACTION**

**September 26, 2017**

**Approval:**

**Minutes – September 12, 2017**

### **Board of Education Minutes of Regular Meeting September 12, 2017**

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#### **Call to Order**

The Regular Meeting of the Board of Education was called to order by President Vickers at 5:00 p.m., at the Central Offices for Laguna Beach Unified, 550 Blumont, Laguna Beach, California.

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

Quorum was established.

Members Present:     Jan Vickers  
                              Dee Perry  
                              Ketta Brown  
                              Carol Normandin – arrived at 5:01 p.m.  
                              Peggy Wolff

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

None.

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

Member Brown moved adjournment to Closed Session. Member Wolff seconded. Motion carried 4-0-1. Members Vickers, Perry, Brown, and Wolff voted yes. Member Normandin had not yet arrived.

The following topics were discussed.

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

(Government Code §54957)

#### **B. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION**

(Govt. Code § 54956.9(d)(1))

*Student Case No. PER1501246DD v. Laguna Beach Unified School District*

Dan Harbottle was in closed session for this discussion

Member Brown moved to adjourn from Closed Session. Member Normandin seconded. Motion carried 5-0. Members Vickers, Perry, Brown, Normandin and Wolff voted yes. Closed Session adjourned at 5:26 p.m.



**Present at Board Meeting**

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

Employee Group  
Representatives: Mindy Hawkins, President LaBUFA  
Margaret Warder, President, CSEA

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

**Open Session**

President Vickers called the meeting to order at 6:01 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 had no report out.

**Adoption of Agenda**

Public Comment: None

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

Discussion: Staff corrected item 13.c., the total amount for the B.E.L.I.E.F. conference was listed incorrectly.

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

### **Recognitions**

None

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

None

### **Reports**

#### **Student Representative(s) – Chloe Bryan and Piper Warner**

- Reported on a successful first two weeks of school
  - Breaker Day
  - Link Crew hosted orientation for freshmen students
  - School spirit emphasized this year
  - New student orientation for all grades
  - No Place for Hate program implemented
- Homecoming theme to be announced September 14
- Fall sports update

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

- Positive feedback received on Unconscious Bias training
- Great opening of school
  - Welcome Back Breakfast
  - Health Fair
  - Keynote speaker, Kenneth Wesson
  - School Culture Day

#### **CSEA Representative – Margaret Warder, CSEA President**

- Positive comments on Unconscious Bias Training
- Welcomed 15 new classified employees
- Welcome Back Breakfast was great
- Congratulations to Gwen Myers on receiving the Spirit of LBUSD award

## **Board Members**

Board members reported as follows:

### **Member Normandin**

- No report

### **Member Wolff**

- No report

### **Member Brown**

- Attended SchoolPower Endowment meeting

### **Clerk Perry**

- Voted on behalf of Board as LBUSD OCSBA/Nominating Committee representative
- Attended Community Coalition meeting

### **President Vickers**

- Attended PTA Council
- Shared TMS PTA meeting is September 13
- Received and shared positive comments from staff regarding this year's staff development

## **Superintendent Viloria**

- Thanked Board members for supporting professional development for staff
- Thanked Dr. Odipo and her staff for all their preparation and implementation of professional development
- Commented staff is busy processing residency and data confirmation
- Thanked Lance Neal for hosting coaches training

## **Cabinet**

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

- Hiring is almost complete
- Volunteer process and procedures going well
  - Thanked principals for continuing to communicate information on volunteer process and Andy Crisp for new video

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

- Thanked the Board for their support
- Commented new permanent modular buildings would be delivered to TOW on Saturday, September 16
- Commented on SB 751

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

- Shared back-to-school night would be held at TOW on Wednesday and El Morro on Thursday
- Full-day kindergarten is going well
- Juntos will start October 2
- Dyslexia guidelines have been published by the State

## **PUBLIC HEARING**

Ensure Availability of Textbooks and Instructional Materials for 2017-2018 and Certification of Provision of Standards-Aligned Instructional Materials Per Education Code Sections 60119 and 60422 (b). Notice of Public Hearing was posted on August 31, 2017. (Resolution #17-18 brought for approval under Action Item 15)

President Vickers opened the public hearing at 6:33 p.m. No public comments were made. The Public Hearing was closed at 6:33 p.m.

## **CONSENT CALENDAR**

Public Comment: None

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

- a. Approval of Minutes
  - i. August 17, 2017 Special Meeting
  - ii. August 22, 2017 Regular Meeting
- b. Approval/Ratification of Personnel Report
- c. Approval of Conference/Workshop Attendance
- d. Approval of Interdistrict Attendance Agreements – Student From Other Districts
- e. Approval of Interdistrict Attendance Agreements - Students To Other Districts
- f. Approval of Gifts - Checks Totaling \$10,000.00
- g. Approval of Agreements for Contracted Services – Special Education
- h. Approval of Agreements for Contracted Services – Technology
- i. Approval/Ratification of Warrants #391289 through #391383 in the amount of \$392,016.95 Dates: 8/14/2017 through 8/28/2017
- j. Approval of Community Facilities District 98-1 (Crystal Cove) Administrative Fund Disbursements Totaling \$404.85
- k. Approval of Quarterly Report – Board Policy 3002 – Investments

Comments: None

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

## **INFORMATION ITEMS**

### **Presentation on Summer School 2017**

Nikol King, Stacy Quiarte, and Dustin Gowan presented information the high school and middle school, and elementary summer school programs.

## **ACTION ITEMS**

### **Approval of Resolution No. 17-18: Per Education Code Sections 60119 and 60422 (b) Ensure Availability of Textbooks and Instructional Materials for 2017-18 and Certification of Provision of Standards-Aligned Instructional Materials**

Dr. Odipo stated all sites have confirmed there are no issues with the availability of textbooks and instructional materials.

Public Comment: None

Member Brown moved to approve Resolution 17-18: Per Education Code Sections 60119 and 60422 (b) Ensure Availability of Textbooks and Instructional Materials for 2017-18 and Certification of Provision of Standards-Aligned Instructional Materials. Member Normandin seconded.

Discussion: None

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

### **Approval of Memorandum of Understanding between Capistrano Unified School District and Laguna Beach Unified School District for Special Education Services**

Dr. Odipo stated this MOU provides an opportunity for LBUSD to work with Capistrano USD.

Public Comment: None

Board Member Questions:

Member Brown moved approval. Member Brown seconded.

Discussion: President Vickers shared that at one time, LBUSD was in a SELPA with Capistrano USD.

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

### **Approval of Social Skills Facilitation Project with the Boys and Girls Club of Laguna Beach in the amount of \$32,400**

Dr. Odipo stated the contract is a renewal.

Public Comment: None

Member Normandin moved approval. Member Brown seconded.

Discussion: The Board believes this is a great program.

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

**Approval to Create Position of Instructional Assistant, Special Education for 5.75 hours per day, 10 months per year**

Mrs. Winston stated a new student requires a full day of support.

Public Comment: None

Member Brown moved approval. Member Normandin seconded.

Discussion: None

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

**Approval of Superintendent's Employment Contract Amendment #1**

President Vickers read the details of the contract amendment.

Public Comment: None

Member Normandin moved approval. Member Brown seconded.

Discussion: None

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

**Approval of School Connected Organizations for 2017-2018**

Mr. Dixon stated this is brought forward in accordance with Board Policy 1240.

Public Comment: None

Member Brown moved approval. Member Normandin seconded.

Discussion: The Board was happy to see this move forward and believes it tightens up the process.

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

**Approval of 2016-2017 Unaudited Actuals**

Mr. Dixon presented on the 18 month cycle of the fiscal year.

Public Comment: None

Member Normandin moved approval. Member Brown seconded.

Discussion: The Board asked for clarification on the amount of funds that can be transferred from the Aliso Property. Mr. Dixon replied that \$250,000 could be used through the amortization scheduled.

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

**Approval to Increase of the Annual Not-to-Exceed Amount to \$170,000.00 with Atkinson, Andelson, Loya, Ruud & Romo for Legal Services Beginning February 1, 2017 and Ending June 30 Each Year for the Term of the Agreement Ending January 31, 2020.**

Mr. Dixon stated there is a need to increase the previously approve amount for legal services.

Public Comment: None

Member Brown moved approval. Member Normandin seconded.

Discussion: None

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

**Approval of Resolution #17-19: Increase 2016-2017 Gann Limit by \$741,150.82 and Adoption of the 2016-2017 and 2017-2018 District Appropriations Subject to GANN Limits**

Mr. Dixon gave a brief description of the GANN limit.

Public Comment: None

Member Brown moved approval. Member Normandin seconded.

Discussion: None

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

**Approval of Resolution #17-20: Temporary Interfund Transfer of \$6,000,000 from the Special Reserve for Non-Capital Outlay Fund (17) to the General Fund (01)**

Mr. Dixon stated this transfer is done annually and is determined on cash flow needs based on the timing and amount of property tax receipts.

Public Comment: None

Member Brown moved approval. Member Normandin seconded.

Discussion: None

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

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

Member Normandin toured TOW and the high school on the first day of school. She was pleased to see mindfulness, new furniture, and group math. She had positive comments regarding key note speaker Kenneth Wesson.

Member Brown stated she was curious about what other districts do for administrator positions. Do they have contracts? She asked that Dr. Vilorio research and get back to the Board. She commented the No Place for Hate program is great.

Clerk Perry toured the high school with Dr. Allemann and Mr. Billinger. She also shared information regarding an event to recognize and prevent bullying on October 7 at Main Beach.

President Vickers mentioned an article regarding how parents unintentionally create math anxiety in kids. She also mentioned an article regarding opioid use. She met with the district auditors.

**Adjournment**

Member Brown moved to adjourn. Member Normandin seconded.

President Vickers announced the next regular meeting is September 26, 2017.

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

The meeting adjourned at 7:17 p.m.

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Dee Perry  
Clerk of the Board  
September 26, 2017



**Laguna Beach Unified School District**

**13.b. CONSENT/ACTION**

**September 26, 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****September 26, 2017****I. RESIGNATIONS/RETIREMENT:**

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

**II. EMPLOYMENT:**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Dori Bunting PC04SE0101	Instructional Assistant, Special Ed Laguna Beach High School      Special Ed Fund 0104622510-2115      Permanent Employee Range: 25 Step: F      \$26.17 per hour 6 hours per day/5 days per week/10 month academic work calendar Replaces: Dave Crowell	September 5, 2017

James Crawford PC04SE0128	Instructional Assistant, Special Ed Thurston Middle School      Special Ed Fund 0104602120-2115      Probationary Employee Range: 25 Step: A      \$20.27 per hour 6 hours per day/5 days per week/10 month academic work calendar Replaces: Eunice Yi	September 5, 2017
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Steven Wade PC05HST144	Music Teacher - Jazz Band (20% Contract) Laguna Beach High School      General Fund 0105011012-1110      Probationary I Contract Teacher Salary Schedule      \$16,820 Annual Salary 3.5 hours per day/2 days per week/69 day contract Replaces: Matt Witek	September 18, 2017
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**III. EMPLOYMENT: Student Worker/Workability Program**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Lily Andrews	Student Worker-TPP Laguna Beach High School      TPP Funds 0104644571-2960      \$10.50 per hour NTE: 100 hours	September 15, 2017 to December 30, 2017

**IV. EMPLOYMENT: Extra Period Assignments 2017/18 School Year**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Andy Crisp	20% Extra Period Assignment - Technology TOSA District Office      General Fund 0113017175-1110      Extra Duty Assignment Step 16: \$23,876.53	September 1, 2017 to June 21, 2018
Michelle Foster	20% Extra Period Assignment - No Prep Period Laguna Beach High School      General Fund 0105011012-1180      Extra Duty Assignment Step 18: \$24,393.12	September 1, 2017 to June 21, 2018

**IV. EMPLOYMENT: Extra Period Assignments 2017/18 School Year (cont'd)**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Mindy Hawkins	20% Extra Period Assignment - No Prep Period Laguna Beach High School      General Fund 0105011012-1180      Extra Duty Assignment Step 15: \$23,491.50	September 1, 2017 to June 21, 2018

**V. EMPLOYMENT: Stipends**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Kim Adams	Department Chair - Special Ed El Morro Elementary      General Fund 0107091005-1370      NTE: \$2116.21	September 5, 2017 to June 21, 2018
Marie Bammer	GATE Coordinator Top of the World Elementary      General Fund 0108014011-1170      NTE: \$1965.05	September 5, 2017 to June 21, 2018
Bridget Beaudry-Porter	Department Chair - Art/Elective/PE Laguna Beach High School      General Fund 0105011012-1170      NTE: \$2116.21	September 5, 2017 to June 21, 2018
Brooke Bismack	Department Chair - Kindergarten Top of the World Elementary      General Fund 0108091005-1370      NTE: \$2116.21	September 5, 2017 to June 21, 2018
Marianne Bynum	Student Council Advisor Top of the World Elementary      General Fund 0108091005-1370      NTE: \$1511.58	September 5, 2017 to June 21, 2018
Halle Davidson	Grade Level Chair - 2nd Grade Top of the World Elementary      General Fund 0108091005-1370      NTE: \$2116.21	September 5, 2017 to June 21, 2018
Cory Day	Grade Level Chair - 3rd Grade Top of the World Elementary      General Fund 0108091005-1370      NTE: \$2116.21	September 5, 2017 to June 21, 2018
Denise Grey	Grade Level Chair - 4th Grade El Morro Elementary      General Fund 0107091005-1370      NTE: \$2116.21	September 5, 2017 to June 21, 2018
Jolene Hamilton	Elementary Administrative Designee Top of the World Elementary      General Fund 0108091005-1370      NTE: \$1965.05	September 5, 2017 to June 21, 2018
Pamela Howland	Grade Level Chair - Student Support Top of the World Elementary      General Fund 0108091005-1370      NTE: 705.40 Shared with Liv Marshall and Amanda Myregard	September 5, 2017 to June 21, 2018

V. **EMPLOYMENT: Stipends (continued)**

<b><u>Name:</u></b>	<b><u>Position/Site:</u></b>	<b><u>Effective Date:</u></b>
Brian Kull	Grade Level Chair - 5th Grade Top of the World Elementary 0108091005-1370 General Fund NTE: \$2116.21	September 5, 2017 to June 21, 2018
Marianne Lawson	SSC Chairperson El Morro Elementary 0107011005-1170 General Fund NTE: \$1511.58	September 1, 2017 to June 21, 2018
Kathy LeVan	Elementary Administrative Designee El Morro Elementary 0107011005-1170 General Fund NTE: \$1965.05	September 5, 2017 to June 21, 2018
Liv Marshall	Testing Coordinator Top of the World Elementary 0108091005-1370 General Fund NTE: \$1965.05	September 5, 2017 to June 21, 2018
Liv Marshall	Grade Level Chair - Student Support Top of the World Elementary 0108091005-1370 Shared with Pamela Howland and Amanda Myregard General Fund NTE: 705.40	September 5, 2017 to June 21, 2018
Tami Mays	Grade Level Chair - Kindergarten El Morro Elementary 0107091005-1370 General Fund NTE: \$2116.21	September 5, 2017 to June 21, 2018
Christy Montes	Grade Level Chair - 1st Grade El Morro Elementary 0107091005-1370 General Fund NTE: \$2116.21	September 5, 2017 to June 21, 2018
Amanda Myregard	Grade Level Chair - Student Support Top of the World Elementary 0108091005-1370 Shared with Pamela Howland and Liv Marshall General Fund NTE: 705.40	September 5, 2017 to June 21, 2018
Carrie Rabay	Grade Level Chair - 1st Grade Top of the World Elementary 0108091005-1370 General Fund NTE: \$2116.21	September 5, 2017 to June 21, 2018
Triana Ramazan	Testing Coordinator El Morro Elementary 0107091005-1170 General Fund NTE: \$755.79	September 1, 2017 to June 21, 2018
Jun Shen	Model UN Advisor Laguna Beach High School 0105011012-1170 General Fund NTE: \$1456.00	January 1, 2017 to June 22, 2017
Cama Stevens	Grade Level Chair - 2nd Grade El Morro Elementary 0107091005-1370 General Fund NTE: \$2116.21	September 5, 2017 to June 21, 2018

V. **EMPLOYMENT: Stipends (continued)**

<b><u>Name:</u></b>	<b><u>Position/Site:</u></b>	<b><u>Effective Date:</u></b>
TBD	School Advisory Council Chair Top of the World Elementary 0108091005-1370 General Fund NTE: \$1511.58	September 1, 2017 to June 21, 2018
Maryann Thomas	Grade Level Chair - 4th Grade Top of the World Elementary 0108091005-1370 General Fund NTE: \$2116.21	September 5, 2017 to June 21, 2018
Jonathan Todd	Model UN Advisor Laguna Beach High School 0105011012-1170 General Fund NTE: \$1456.00	January 1, 2017 to June 22, 2017
Greg Togawa	Grade Level Chair - 5th Grade El Morro Elementary 0107091005-1370 General Fund NTE: \$2116.21	September 5, 2017 to June 21, 2018
Shannon Velotta	Grade Level Chair - 3rd Grade El Morro Elementary 0107091005-1370 General Fund NTE: \$2116.21	September 5, 2017 to June 21, 2018
Steven Wade	Jazz Band Thurston Middle School 0106011012-1110 General Fund NTE: \$604.63	September 18, 2017 to June 21, 2018
Steven Wade	Jazz Band Laguna Beach High School 0105011012-1110 General Fund NTE: \$604.63	September 18, 2017 to June 21, 2018
Jay Williams	GATE Site Coordinator El Morro Elementary 0107014011-1170 General Fund NTE: \$1965.05	September 1, 2017 to June 21, 2018
Jay Williams	Student Council Advisor El Morro Elementary 0107011005-1170 General Fund NTE: \$1593.30	September 1, 2017 to June 21, 2018

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

<b><u>Name:</u></b>	<b><u>Position/Site:</u></b>	<b><u>Effective Date:</u></b>
Ann Bergen	College and Career Prep and ROP Enrollment Laguna Beach High School 0105114695-2950 General Fund NTE: 40 hours Short Term/Intermittent Work Hours \$31.88 per hour	August 16, 2017 to August 28, 2017
Trina Bilich	Kindness Week Coordinator Top of the World 0108091005-1370 General Fund NTE: 5 hours Short Term/Intermittent Work Hours \$27.56 per hour	October 23, 2017 to October 27, 2017

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

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Kari Damato	After School Kindness Club - Prep Top of the World Elementary      General Fund 0108091005-1280      \$40.17 per hour NTE: 12 hours	September 1, 2017 to June 21, 2018
Kari Damato	After School Kindness Club Top of the World Elementary      General Fund 0108091005-1280      \$45.91 per hour NTE: 24 hours	September 1, 2017 to June 21, 2018
Connie Fabian Byrnes	Campus Supervisor Laguna Beach High School      General Fund 0105311155-2252      Short Term/Intermittent Work Hours NTE: 40 hours      \$20.81 per hour	August 24, 2017 to June 21, 2018
Katie Grebbien	Instructional Assistant, Special Ed Top of the World Elementary      Special Ed Fund 01046202140-2170      \$121.80 per month Reason: Specializes health care plan for students	September 5, 2017 to June 21, 2018
Mark Harris	Campus Supervisor Laguna Beach High School      General Fund 0105311155-2252      Short Term/Intermittent Work Hours NTE: 40 hours      \$26.55 per hour Reason: Football, dance and graduation supervision	August 24, 2017 to June 21, 2018
Michelle Hilger	DIBELS Testing Top of the World Elementary      General Fund 0108091005-1280      Short Term/Intermittent Work Hours NTE: 20 hours      \$21.98 per hour	September 1, 2017 to June 21, 2018
Maria Hoffman	TMS Book Club Thurston Middle School      General Fund 0106011008-1130      \$40.17 per hour NTE: 12 hours	September 8, 2017 to May 31, 2018
Ina Inouye	TMS Book Club Thurston Middle School      General Fund 0106011008-1130      \$40.17 per hour NTE: 12 hours	September 8, 2017 to May 31, 2018
Elizabeth Murray	Instructional Assistant, Special Ed Top of the World Elementary      Special Ed Fund 01046202140-2170      \$128.17 per month Reason: Specialized health care plan for students	September 5, 2017 to June 21, 2018

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

<b><u>Name:</u></b>	<b><u>Position/Site:</u></b>	<b><u>Effective Date:</u></b>
Kathy Norfleet	DIBELS Testing Top of the World Elementary 0108091005-1280 NTE: 20 hours	September 1, 2017 to June 21, 2018 General Fund Short Term/Intermittent Work Hours \$25.21 per hour
Stacy Quirarte	GATE Data Analysis Thurston Middle School 0109037150-1110 NTE: 10 hours	August 1, 2017 to August 12, 2017 General Fund \$40.17 per hour
Andy Romo	MTSS Meetings Top of the World Elementary 0108091005-1280 NTE: 11 hours	September 5, 2017 to June 21, 2018 General Fund \$21.86 per hour
Jeff Sears	Campus Supervision Laguna Beach High School 0105311155-2252 NTE: 40 hours Reason: Football, dance and graduation supervision	August 24, 2017 to June 21, 2018 General Fund Short Term/Intermittent Work Hours \$27.56 per hour
See Employee List	Kindergarten Class Placement Top of the World Elementary 0108091005-1280 NTE: 2.5 hours each Employees: Megan Bartlett, Brooke Bismack, Jenny Carlson, Rosie Haynes	August 22, 2017 General Fund \$40.17 per hour
See Employee List	4CLE Committee El Morro Elementary 0113018640-1170 NTE: 10 hours total Employees: Annie Bochenek, Heather Besecker, Denise Grey	July 30, 2017 to September 5, 2017 General Fund \$40.17 per hour
See Employee List	Classroom Move Top of the World Elementary 0108091005-1280 NTE: 8 hours each Employees: Marianne Bynum, Jacquie Cohn, Jason Fritze, Rosie Haynes, Pamela Howland, Cyrus Hwang, Liv Marshall, Patti Rabun	August 1, 2017 to September 1, 2017 General Fund \$40.17 per hour

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

<b><u>Name:</u></b>	<b><u>Position/Site:</u></b>	<b><u>Effective Date:</u></b>
See Employee List	MTSS Team Meetings Top of the World Elementary      General Fund 0108091005-1280      \$40.17 per hour NTE: 11 hours each Employees: Megan Bartlett, Kari Damato, Michelle Douglass, Jolene Hamilton, Robbie Hogrebe, June Hosokawa, Liv Marshall	September 5, 2017 to June 21, 2018
See Employee List	Station Rotation Team Meeting Top of the World Elementary      General Fund 0108091005-1280      \$27.56 per hour NTE: 3 hours each Employees: Josh Johnson, Nathan McConnell, Kathy Norfleet, Andy Romo	September 6, 2017 to September 9, 2017
See Employee List	Station Rotation Team Meeting Top of the World Elementary      General Fund 0108091005-1280      \$40.17 per hour NTE: 3 hours each Employees: Kari Damato, Michelle Douglass, Jolene Hamilton, Robbie Hogrebe	September 6, 2017 to September 9, 2017
See Employee List	Attendance at PLCs Laguna Beach High School      Special Ed Fund Various Budget Numbers      Short Term/Intermittent Work Hours NTE: 16 hours each      \$27.56 per hour Employees: Dori Bunting, Kristina Dodele, Louise Hendrickson, Elizabeth Klein, Cynthia LeMotte, Tommy Newton-Neal, Andrew Palacios, Jeff Sears, Jeff Snyder	September 5, 2017 to June 21, 2018
See Employee List	Attendance at PLCs Thurston Middle School      Special Ed Fund Various Budget Numbers      Short Term/Intermittent Work Hours NTE: 16 hours each      \$27.56 per hour Employees: Luis Antonio, Anastacia Booher, Christian Caballero, James Crawford, Miranda Fortich, Jayne Greenwalt, Sara Hoffman, Jennifer Lester, Elizabeth Likins, Laura Vickery-Petersen	September 5, 2017 to June 21, 2018
See Employee List	Attendance at PLCs El Morro Elementary      Special Ed Fund Various Budget Numbers      Short Term/Intermittent Work Hours NTE: 16 hours each      \$27.56 per hour Employees: Alexandra Baruch, Eva Boni, Rachel Domiano, Kathy Fehlau, Sara Finch, Brandon Lee, Agnes McManus, Julie Padilla, Christine Seapin, Thasa Zuziak	September 5, 2017 to June 21, 2018



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

<b><u>Name:</u></b>	<b><u>Position/Site:</u></b>	<b><u>Effective Date:</u></b>
See Employee List	Attendance at PLCs	September 5, 2017 to
	Top of the World Elementary      Special Ed Fund	June 21, 2018
	Various Budget Numbers      Short Term/Intermittent Work Hours	
	NTE: 16 hours each      \$27.56 per hour	
	Employees: Renee Alexander, Trina Bilich, Kasey	
	Childs-Konkel, Katie Grebbien, Marlo Jensma,	
	Wendy Landaverde, Kristine Landrum, Elizabeth	
	Murray, Aliya Shah, Stacy Yelland, Elizabeth Yoder-Hale	
 Rus Soobzokov	 Campus Supervisor	 August 24, 2017 to
	Laguna Beach High School      General Fund	June 21, 2018
	0105311155-2252      Short Term/Intermittent Work Hours	
	NTE: 40 hours      \$24.26 per hour	
 Tim Soobzokov	 Campus Supervisor	 August 24, 2017 to
	Laguna Beach High School      General Fund	June 21, 2018
	0105311155-2252      Short Term/Intermittent Work Hours	
	NTE: 40 hours      \$24.26 per hour	
 Jennifer Sweet	 DIBELS Testing	 September 1, 2017 to
	Top of the World Elementary      General Fund	June 21, 2018
	0108091005-1280      Short Term/Intermittent Work Hours	
	NTE: 20 hours      \$21.98 per hour	
 Maryann Thomas	 Destination Imagination Coordinator	 September 1, 2017 to
	Top of the World Elementary      General Fund	June 21, 2018
	0108015060-1280      \$45.91 per hour	
	NTE: 12 hours	
 Maryann Thomas	 After School GATE Coordinator Lead	 September 1, 2017 to
	Top of the World Elementary      General Fund	June 21, 2018
	0108014011-1170      \$45.91 per hour	
	NTE: 33 hours	
 Jennifer Valousky	 Campus Supervisor	 August 24, 2017 to
	Laguna Beach High School      General Fund	June 21, 2018
	0105311155-2252      Short Term/Intermittent Work Hours	
	NTE: 40 hours      \$23.05 per hour	
 Steven Wade	 After School Jazz Band Instructor	 September 18, 2017 to
	Thurston Middle School      General Fund	June 21, 2018
	0106011008-1110      Short Term/Intermittent Work Hours	
	NTE: 120 hours      \$45.91 per hour	
 Steven Wade	 After School Jazz Band Instructor - Prep	 September 18, 2017 to
	Thurston Middle School      General Fund	June 21, 2018
	0106011008-1110      Short Term/Intermittent Work Hours	
	NTE: 120 hours      \$40.17 per hour	

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

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Margaret Warder	Technology Support Assistant District Office 0113457175-2290 NTE: 14 hours	July 24, 2017 to August 16, 2017 General Fund Short Term/Intermittent Work Hours \$27.56 per hour
Megan Weinert	Campus Supervisor Laguna Beach High School 0105311155-2252 NTE: 40 hours	August 24, 2017 to June 21, 2018 General Fund Short Term/Intermittent Work Hours \$24.26 per hour

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

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Celena DelPizzo-Howell	Professional Expert Laguna Beach High School 0102315890-2270 NTE: 467.19 hours	September 5, 2017 to June 21, 2018 PA Fund \$33.28 per hour
Freddy Hernandez	Brass Instructor Laguna Beach High School 0102315890-2270 NTE: 108 hours	September 5, 2017 to June 21, 2018 PA Fund \$27.56 per hour
Angela Irish	Professional Expert Laguna Beach High School 0102315890-2270 NTE: 440.02 hours	September 5, 2017 to June 21, 2018 PA Fund \$34.09 per hour
Andrew Manzanares	Drum Line Coach Laguna Beach High School 0102315890-2270 NTE: 235 hours	September 5, 2017 to June 21, 2018 PA Fund \$27.56 per hour
Julie Stevens	Professional Expert Laguna Beach High School 0102315890-2270 NTE: 60.1 hours	September 5, 2017 to June 21, 2018 PA Fund \$33.28 per hour
Roxanna Ward	Professional Expert Laguna Beach High School 0102315890-2270 NTE: 143.27 hours	September 5, 2017 to June 21, 2018 PA Fund \$34.90 per hour

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

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

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

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

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

Work Site: Laguna Beach High School

General Fund Account: 0105311075-1185/2140

**Fall Sports Calendar 2017/18:**

In-Season: August 7 - November 3, 2017

CIF Playoff: November 6 - December 4, 2017

**Winter Sports Calendar 2017/18:**

In-Season: November 6 - February 9, 2018

CIF Playoff: February 12 - March 2, 2018

**Spring Sports Calendar 2017/18:**

In-Season: February 12 - May 11, 2018

CIF Playoff: May 14 - June 4, 2018

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

Work Site: Laguna Beach High School

Booster Account: 0105315310-1185/2140

**Fall Sports Calendar 2017/18:**

In-Season: August 7 - November 3, 2017

CIF Playoff: November 6 - December 4, 2017

**Winter Sports Calendar 2017/18:**

In-Season: November 6 - February 9, 2018

CIF Playoff: February 12 - March 2, 2018

**Spring Sports Calendar 2017/18:**

In-Season: February 12 - May 11, 2018

CIF Playoff: May 14 - June 4, 2018

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

**Resignations:**

**Name:**

**Position/Site:**

**Effective:**

None

**Laguna Beach Unified School District**

**13.c. CONSENT/ACTION**

**September 26, 2017**

**Approval: Conference/Workshop Attendance**

Chris Duddy - "Curriculum and Instruction Leaders Academy" - September 15-16, October 13-14, December 1-2, 2017 and January 19-20, February 2-3, March 2-3, April 6-7, and May 4-5- Costa Mesa, CA. The academy introduces participants to a variety of approaches for developing effective instructional strategies based on current student learning and assessment strategies. Presentations and discussions are conducted by experienced faculty and practitioners.

**Fiscal Impact:**

\$ 1,365.00 Registration  
\$ 1,365.00 TOTAL

Account #0107091005- 5220 El Morro - Travel & Conference

Jolene Hamilton and Marianne Lawson - "2017 Orange County Counselor Symposium"- October 6, 2017- Costa Mesa, CA. The symposium will include content on how counselors can further support students academically, social/emotionally, and broaden student knowledge in career exploration.

**Fiscal Impact:**

\$ 150.00 Registration  
\$ 32.10 Transportation-mileage  
\$ 182.10 TOTAL

Account #0108111005 - 5220 TOW Counseling - Travel & Conference  
Account #0107111005 - 5220 El Morro Counseling - Travel & Conference

Jolene Hamilton, Marianne Lawson, and Michael Keller - "California Association of School Counselors Conference" - October 23-24, 2017 - Riverside, CA. The conference will teach, inform, and empower counselors on the most current themes in school counseling. Reaching higher for college and career; digital landscape, safe schools, evidence based counseling, mental health in schools, counselor advocacy, and counselor prep.

**Fiscal Impact:**

\$ 1,022.00 Registration  
\$ 161.24 Transportation-mileage/parking  
\$ 650.00 Lodging  
\$ 100.00 Meals  
\$ 1,933.24 TOTAL

Account #0102015380 - 5220 Staff Development - Travel & Conference

Kimberly Mattson - "Instruction Practice Guide Observation and Coaching Training" - October 24-25, 2017- Costa Mesa, CA. The Instructional Practice Guide is a streamlined practical classroom observation tool focused on highlighting college and career ready standards aligned practices in math and English Language Arts/Literacy instruction.

Fiscal Impact:

\$	450.00	Registration
\$	29.96	Transportation-mileage
\$	479.96	TOTAL

Account #0109397150 - 5220 Instruction - Travel & Conference

Ann Bergen - "Patriot Fly In Counselor's Conference" - November 12-14, 2017- Fairfax, VA. Counselors fly in to tour George Mason University's academic programs, research opportunities, admissions procedures, and more. George Mason University covers the cost for transportation, hotel accommodations, meals, and most travel expenses.

Fiscal Impact: No Cost

Alysia Odipo, Lara Greco, Valorie Quigley, Jacquie Cohn, Chris Duddy, Kathleen Margaretich, Jesse Rothman and Allie Olvey - "California STEAM Symposium" - December 10-11, 2017 - San Francisco, CA. The California STEAM Symposium provides educators with opportunities for ongoing rigorous, high-quality, collaborative, and inspiring professional learning and resources. The conference showcases innovative approaches to teaching and learning throughout California. The inclusion of Art recognizes the role creativity and design thinking plays in students' learning.

Fiscal Impact:

\$	2,760.00	Registration
\$	2,300.00	Transportation-air/parking/taxi/shuttle
\$	3,200.00	Lodging
\$	800.00	Meals
\$	780.00	Substitutes
\$	9,840.00	TOTAL

Account #0102015380 - 5220 Staff Development - Travel & Conference

Account #0102015380 - 1190 Staff Development - Substitutes

Sarah Pearlman - "ASBworks User Conference" - January 24-26, 2018 - Anaheim, CA. This conference provides training on the web-based accounting solution software used for TMS ASB.

Fiscal Impact:

\$	355.00	Registration
\$	83.50	Transportation- mileage/ parking
\$	187.50	Substitutes
\$	30.00	Parking
\$	626.00	TOTAL

Account #0106091008 - 5220 TMS - Travel & Conference

Account #0106091008 - 2420 TMS - Substitutes

**Total Expenses: \$14,426.30**

**Webber/Viloria**

## Laguna Beach Unified School District

13.d. CONSENT/ACTION

September 26, 2017

**Approval: Denial of Interdistrict Attendance Agreements - Students From Other Districts**

### **Proposal**

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

### **Background**

Board Policy 5117 and Education Code 48204 provide for Interdistrict Attendance Agreements. Because of limited District resources, the Governing Board discourages transfers into the District and will consider approving such transfers only on a case-by-case basis through an Interdistrict Attendance Agreement with another district, per the guidelines outlined in the Laguna Beach Unified School District's Administrative Regulation 5117.

### **Implications**

This proposed action would deny the request of a non-resident student to attend Laguna Beach Unified Schools. The requests are for the **2017/2018 school year**.

### **Budget Impact**

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

### **Recommended Action**

Staff recommends the Board of Education deny the attached requests for Interdistrict Attendance Agreements.

<b><u>Name</u></b>	<b><u>Grade</u></b>	<b><u>District</u></b>	<b><u>Reason</u></b>
Dominic F.	1	Capistrano USD	3
Jasper F.	1	Capistrano USD	3
Kevin A.	9	Capistrano USD	3

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

## Laguna Beach Unified School District

### 13.e. CONSENT/ACTION

September 26, 2017

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

#### **Proposal**

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

#### **Background**

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

#### **Implications**

The action will allow resident student(s) to attend another school district. It is the practice of staff to recommend approval as per Board policy; however, Board members have the option to consider each case separately and approve or deny requests. These requests are for the **2017/2018 school year**.

#### **Budget Impact**

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

Summary of Projected IDT's Out of District				
Based on students who are enrolling in other CA Public Schools				
Does not include Laguna Beach students enrolled in private schools				
School	IDT's Out for 2016/17	2016/17 Est. Reduced Cost (\$8500 per student)	IDT's Out for 2017/18 (to date)	2017/18 Est. Reduced Cost (\$8500 per student)
LBHS	9	\$ 76,500.00	13	\$ 110,500.00
TMS	4	\$ 34,000.00	4	\$ 34,000.00
TOW/ELM	8	\$ 68,000.00	14	\$ 119,000.00
Total	21	\$ 178,500.00	31	\$ 263,500.00

#### **Recommended Action**

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

Name	Grade	District	Reason
Chloe W.	12	Capistrano USD	3

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

**Laguna Beach Unified School District**

**13.f. CONSENT/ACTION**

**September 26, 2017**

**Approval: Acceptance of Gifts – Check Totaling \$4,750.00**

**Proposal**

Staff proposes the Board of Education accept the following gift(s) to the District – check totaling \$4,750.00.

**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	J Walter Thompson (USMC)	\$4,750.00	LBHS Athletics
<b>Total</b>		<b>\$4,750.00</b>	



**Laguna Beach Unified School District**

**13.g. CONSENT/ACTION**

**September 26, 2017**

**Approval:      Ratification of Certificated Payroll 2A in the Amount of \$393,170.71  
                    Ratification of Classified Payroll 2B in the Amount of \$384,032.81**

**Proposal**

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

1. Certificated Payroll 2A in the amount of \$393,170.71; and,
2. Classified Payroll 2B in the amount of \$384,032.81 for the month of August 2017 totaling \$777,203.52.

**Background**

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

**Recommended Action**

Staff recommends the Board of Education approve/ratify:

1. Certificated Payroll 2A in the amount of \$393,170.71; and,
2. Classified Payroll 2B in the amount of \$384,032.81 for the month of August 2017 totaling \$777,203.52.

**Laguna Beach Unified School District**

**13.h. ACTION**

**September 26, 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– September 26, 2017**

Contractor	Description of Services	Term	Funding	Cost
Independent Contract Maxim Healthcare Services, Inc.	LVN Services for a special education student	09/05/17- 06/21/18	Outside Agency 0104172860-5831	\$ 52,943
Independent Contract Western Youth Services, Inc.	Counseling, IEP attendance, Case Management	09/13/17- 06/30/18	Outside Agency 0104132980-5889	\$ 5,400
Independent Contract OC SLLC, Inc.	Dyslexia Assessment for a special education student	09/13/17- 12/22/17	Outside Agency 01046632900-5889	\$ 973
Master Contract Care Youth Corporation Falcon Ridge	Residential placement for special education students	09/14/17- 06/30/18	Non-Public School 0104632210-5889-\$25,000 0104632210-5100-\$13,250 0104632210-5889-\$21,460 0104632210-5898-\$63,800	\$123,510

**Laguna Beach Unified School District**

**13.i. CONSENT/ACTION**

**September 26, 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 – September 26, 2017**

<b>Contractor</b>	<b>Description of Services</b>	<b>Term</b>	<b>Funding</b>	<b>Cost</b>
Dreambox Learning	Elementary Site License Renewal for at school and home use for math skills learning	09/01/17 – 08/30/18 Renewal	01130171755805	\$14,000.00
World Book Inc.	World Book Online For all students	07/01/17 – 06/30/18 Renewal	01130171715805	\$ 2,915.00
Education Week – Edweek.org	12 subscriptions for online newsletter, data, reports, archives, and other information for Board members and administrators	12/12/17 – 12/11/18 Renewal	01013771005805	\$ 619.83
BrainPOP	Educational animation Videos (K-12) (includes home access)	07/01/17 – 06/30/18 Renewal	01130171755805	\$7,980.00

**Laguna Beach Unified School District**

**13.j. CONSENT/ACTION**

**September 26, 2017**

**Approval: Warrants #391384 Through #391565 In The Amount of \$1,375,819.07**  
**Dates: 8/29/2017 through 9/15/2017**

**Proposal**

Staff proposes the Board of Education approve/ratify Warrants #391384 through #391565 in the amount of \$1,375,819.07.

**Background**

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

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

**Budget Impact**

The warrants are in accordance with the approved 2017/2018 District Operating Budgets.

**Recommended Action**

Staff recommends the Board of Education approve/ratify the warrants in the amount of \$1,375,819.07.

SELECT Check ID's and Numbers: 768 ; Check Dates: 082917

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391384	08/29/17	All Kinds of Signs Inc	CONTRACT SERVICES	0102477408	5610	CONTRACT SERVICES	575.00
			CONTRACT SERVICES	0102477408	5610	CONTRACT SERVICES	793.73
						CHECK TOTAL:	1,368.73
00391385	08/29/17	Blue Shield of Califor	SEPTEMBER 2017	0102017400	3401	HEALTH & WELFARE, CERTIF	158,975.61
			SEPTEMBER 2017	0102397400	3402	HEALTH & WELFARE, CLASSIF	78,301.42
						CHECK TOTAL:	237,277.03
00391386	08/29/17	BSN Sports LLC	EQUIPMENT - NEW	0105015040	4410	EQUIPMENT - NEW	9,986.58
						CHECK TOTAL:	9,986.58
00391387	08/29/17	City of Laguna Beach	POOL COSTS	0105477408	5580	POOL COSTS	12,824.02
						CHECK TOTAL:	12,824.02
00391388	08/29/17	Country Garden Caterer	RENTAL EXPENSE	0101377350	5620	RENTAL EXPENSE	2,164.29
			REFRESHMENTS - NOT FOOD SERV	0101377350	4325	REFRESHMENTS - NOT FOOD	4,136.52
						CHECK TOTAL:	6,300.81
00391389	08/29/17	McGraw Hill School Pub	TEXTBOOKS	0102016300	4100	TEXTBOOKS	200.73
						CHECK TOTAL:	200.73
00391390	08/29/17	OCDE	IAA-PAYMENTS TO COUNTY OFFICES	0100540000	7142	IAA-PAYMENTS TO COUNTY O	1,320.00
						CHECK TOTAL:	1,320.00
00391391	08/29/17	Purchase Power	POSTAGE	0102397400	5910	POSTAGE	3,535.00
						CHECK TOTAL:	3,535.00
00391392	08/29/17		FALL 2017	0104632900	5878	PARENT REIMBURSEMENT (LE	9,976.25
						CHECK TOTAL:	9,976.25
00391393	08/29/17	SCHOOL DATEBOOKS INC.	OUTSIDE PRINTING	0106091008	5870	OUTSIDE PRINTING	1,028.33
						CHECK TOTAL:	1,028.33
00391394	08/29/17	Soccer Loco	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	2,481.40
						CHECK TOTAL:	2,481.40
00391395	08/29/17	STRING TENNIS SHOP	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	1,504.79
						CHECK TOTAL:	1,504.79
00391396	08/29/17	TYCO INTEGRATED SECURI	ALARM MONITORING	0102477409	5560	ALARM MONITORING	250.00
			ALARM MONITORING	0102477409	5560	ALARM MONITORING	312.50
						CHECK TOTAL:	562.50
00391397	08/29/17	MOBILE MODULAR MANAGEM	AUGUST 2017	2506498410	5620	RENTAL EXPENSE	586.00

LAGUNA BEACH USD                      08/29/17                      Commercial Check Register                      Page 2  
TUE, AUG 29, 2017, 8:24 AM --req: ADMIN-----leg: 76 -----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

SELECT Check ID's and Numbers: 768 ; Check Dates: 082917

<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:							586.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							288,952.17
GRAND TOTAL							288,952.17



SELECT Check ID's and Numbers: 768 ; Check Dates: 083017

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391398	08/30/17	ANCHOR ELECTRIC	ELECTRICAL REPAIRS	0108477408	5661	ELECTRICAL REPAIRS	167.00
			ELECTRICAL REPAIRS	0105477408	5661	ELECTRICAL REPAIRS	2,838.00
						CHECK TOTAL:	3,005.00
00391399	08/30/17	CDW GOVERNMENT LLC	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	478.73
			EQUIPMENT - NEW	0113457175	4410	EQUIPMENT - NEW	1,519.86
						CHECK TOTAL:	1,998.59
00391400	08/30/17	Certified Transportati	CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	764.92
						CHECK TOTAL:	764.92
00391401	08/30/17	Conlay, James	ACCOUNTS PAYABLE MANUAL	0100000000	9510	ACCOUNTS PAYABLE MANUAL	100.00
						CHECK TOTAL:	100.00
00391402	08/30/17	Forensic Analytical Co	CONTRACT SERVICES	0102477408	5610	CONTRACT SERVICES	400.00
						CHECK TOTAL:	400.00
00391403	08/30/17	Ganahl Lumber	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	375.09
						CHECK TOTAL:	375.09
00391404	08/30/17	JONES, GRACE	8/15-8/16 - CPI RECERT	0104613150	5220	TRAVEL & CONFERENCE	122.20
						CHECK TOTAL:	122.20
00391405	08/30/17	JW Pepper	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	350.89
						CHECK TOTAL:	350.89
00391406	08/30/17	Painting & Decor Inc.	CONTRACT SERVICES	0113478640	5610	CONTRACT SERVICES	14,900.00
			PAINTING	0105477408	5675	PAINTING	14,560.00
			PAINTING	0105477408	5675	PAINTING	13,210.00
						CHECK TOTAL:	42,670.00
00391407	08/30/17	Reynolds Carpet Cleane	CONTRACT SERVICES	0106477408	5610	CONTRACT SERVICES	2,649.20
						CHECK TOTAL:	2,649.20
00391408	08/30/17	VS Athletics	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	995.25
						CHECK TOTAL:	995.25
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							53,431.14
GRAND TOTAL							53,431.14

SELECT Check ID's and Numbers: 76@ ; Check Dates: 083117

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391409	08/31/17	AMERICAN LOGISTICS COM	JULY 2017	0104256700	5855	CHARTER BUS-HOME TO SCHO CHECK TOTAL:	20,015.00 20,015.00
00391410	08/31/17	Bonnie's Embroidery	GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS CHECK TOTAL:	53.46 53.46
00391411	08/31/17	Cindy Cottier	JUNE 2017	0104192430	5895	OUTSIDE ASSESSMENT FEES CHECK TOTAL:	155.00 155.00
00391412	08/31/17	Costco	2017-2018	0101377100	5310	DUES & MEMBERSHIPS CHECK TOTAL:	60.00 60.00
00391413	08/31/17	Country Garden Caterer	RENTAL EXPENSE	0101377350	5620	RENTAL EXPENSE CHECK TOTAL:	426.64 426.64
00391414	08/31/17	EducationAdminWebAdvis	SOFTWARE - NON INSTRUCTIONAL	0102397406	4350	SOFTWARE - NON INSTRUCTI CHECK TOTAL:	354.95 354.95
00391415	08/31/17	ETA	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	504.16 504.16
00391416	08/31/17	Fisher Science Educati	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	934.62 934.62
00391417	08/31/17	FIVE STAR TROPHIES	GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS CHECK TOTAL:	25.86 25.86
00391418	08/31/17	Learning for Living In	CONSULTANTS-OTHER	0101377350	5831	CONSULTANTS-OTHER CHECK TOTAL:	1,000.00 1,000.00
00391419	08/31/17	Mountain & Sea Educati	MISC OUTSIDE VENDOR	0106015455	5860	MISC OUTSIDE VENDOR CHECK TOTAL:	112,765.00 112,765.00
00391420	08/31/17	NICOLE MILLER & ASSOCI	CONSULTANTS-OTHER	0110397140	5831	CONSULTANTS-OTHER CHECK TOTAL:	10,547.00 10,547.00
00391421	08/31/17	Sparkletts	MISC OUTSIDE VENDOR	0102397400	5860	MISC OUTSIDE VENDOR CHECK TOTAL:	134.34 134.34
00391422	08/31/17	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	225.76 225.76
00391423	08/31/17	Total Fence Solutions	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES CHECK TOTAL:	2,300.00 2,300.00

SELECT Check ID's and Numbers: 760 ; Check Dates: 083117

<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>
00391424	08/31/17	Westates Marking Devis	MATERIALS & SUPPLIES-INSTRUCT	0102477408	4310	MATERIALS & SUPPLIES-INS	47.69
						CHECK TOTAL:	47.69
00391425	08/31/17	WLC LLC	CONSULTANTS-OTHER	0101377100	5831	CONSULTANTS-OTHER	4,990.00
						CHECK TOTAL:	4,990.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							154,539.48
GRAND TOTAL							154,539.48

SELECT Check ID's and Numbers: 76@ ; Check Dates: 090117

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391426	09/01/17	Amsterdam Printing & L	OUTSIDE PRINTING	0110397140	5870	OUTSIDE PRINTING	1,611.54
						CHECK TOTAL:	1,611.54
00391427	09/01/17	Apple Computer Inc.	EQUIPMENT-COMPUTER	0113017175	4460	EQUIPMENT-COMPUTER	416.99
						CHECK TOTAL:	416.99
00391428	09/01/17	B & H Photo Video Inc.	MATERIALS & SUPPLIES-INSTRUCT	0108015600	4310	MATERIALS & SUPPLIES-INS	695.58
						CHECK TOTAL:	695.58
00391429	09/01/17	CDW GOVERNMENT LLC	EQUIPMENT-COMPUTER	0113017175	4460	EQUIPMENT-COMPUTER	1,950.99
						CHECK TOTAL:	1,950.99
00391430	09/01/17	Curriculum Associates	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	192.86
						CHECK TOTAL:	192.86
00391431	09/01/17	Dunn Edwards Paint	GENERAL SUPPLIES-NON INSTRUCT	0106477408	4340	GENERAL SUPPLIES-NON INS	139.50
			GENERAL SUPPLIES-NON INSTRUCT	0106477408	4340	GENERAL SUPPLIES-NON INS	45.71
			GENERAL SUPPLIES-NON INSTRUCT	0105477408	4340	GENERAL SUPPLIES-NON INS	260.87
			GENERAL SUPPLIES-NON INSTRUCT	0106477408	4340	GENERAL SUPPLIES-NON INS	11.90
			GENERAL SUPPLIES-NON INSTRUCT	0106477408	4340	GENERAL SUPPLIES-NON INS	197.13
						CHECK TOTAL:	655.11
00391432	09/01/17	Express Pipe & Supply	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	92.61
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	39.31
						CHECK TOTAL:	131.92
00391433	09/01/17	Fisher Science Educati	EQUIPMENT - NEW	0108015040	4410	EQUIPMENT - NEW	4,476.18
			MATERIALS & SUPPLIES-INSTRUCT	0108015600	4310	MATERIALS & SUPPLIES-INS	178.91
						CHECK TOTAL:	4,655.09
00391434	09/01/17	HIDDLESON LISTENING LA	JULY 2017	0104632900	5889	OTHER THERAPY	900.00
						CHECK TOTAL:	900.00
00391435	09/01/17	lynda.com from Linkedi	ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE	8,500.00
						CHECK TOTAL:	8,500.00
00391436	09/01/17	Palos Sports	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	189.93
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	83.49
						CHECK TOTAL:	273.42
00391437	09/01/17	Rochester 100 Inc.	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	125.00
						CHECK TOTAL:	125.00
00391438	09/01/17	Scholastic Inc.	MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS	2,342.62

SELECT Check ID's and Numbers: 768 ; Check Dates: 090117

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
						CHECK TOTAL:	2,342.62
00391439	09/01/17	Seneca Family of Agenc	JULY 2017	0104132980	5889	OTHER THERAPY	12,906.00
						CHECK TOTAL:	12,906.00
00391440	09/01/17	Smardan Supply Co	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	108.42
						CHECK TOTAL:	108.42
00391441	09/01/17	The Master Teacher Inc	MATERIALS & SUPPLIES-INSTRUCT	0104292600	4310	MATERIALS & SUPPLIES-INS	2,499.00
						CHECK TOTAL:	2,499.00
00391442	09/01/17	VEX ROBOTICS INC.	EQUIPMENT - NEW	0108015040	4410	EQUIPMENT - NEW	4,607.10
						CHECK TOTAL:	4,607.10
00391443	09/01/17	Woodwind & Brasswind	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	1,156.39
						CHECK TOTAL:	1,156.39
00391444	09/01/17	Workability I Region 1	TRAVEL & CONFERENCE	0104644575	5220	TRAVEL & CONFERENCE	450.00
						CHECK TOTAL:	450.00
00391445	09/01/17	CDW GOVERNMENT LLC	EQUIPMENT - NEW	1119014680	4410	EQUIPMENT - NEW	906.18
			EQUIPMENT - NEW	1119014680	4410	EQUIPMENT - NEW	16.98
						CHECK TOTAL:	923.16
00391446	09/01/17	Sokolovic, Karla	FOOD	1302277426	4700	FOOD	35.40
						CHECK TOTAL:	35.40
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	45,136.59
			GRAND TOTAL				45,136.59

SELECT Check ID's and Numbers: 76@ ; Check Dates: 090617

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391447	09/06/17	Cox Communications	AUGUST 2017	0106091008	5860	MISC OUTSIDE VENDOR	23.36
						CHECK TOTAL:	23.36
00391448	09/06/17	Dunn Edwards Paint	GENERAL SUPPLIES-NON INSTRUCT	0105477408	4340	GENERAL SUPPLIES-NON INS	417.42
						CHECK TOTAL:	417.42
00391449	09/06/17	ECOLA TERMITE & PEST S	PEST CONTROL	0102477408	5550	PEST CONTROL	2,475.00
						CHECK TOTAL:	2,475.00
00391450	09/06/17	Ganahl Lumber	MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	173.32
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	17.23
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	265.81
						CHECK TOTAL:	456.36
00391451	09/06/17	JW Pepper	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	199.33
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	5.39
						CHECK TOTAL:	204.72
00391452	09/06/17	KRUGER TEAM SPORT	MATERIALS & SUPPLIES-INSTRUCT	0106011075	4310	MATERIALS & SUPPLIES-INS	6,836.90
						CHECK TOTAL:	6,836.90
00391453	09/06/17	Leonard Chaidez Tree S	TREE TRIMMING	0102477408	5545	TREE TRIMMING	6,165.00
			TREE TRIMMING	0108477408	5545	TREE TRIMMING	375.00
						CHECK TOTAL:	6,540.00
00391454	09/06/17	Montgomery Hardware Co	OTHER MAINTENANCE SERVICES	0102477408	5692	OTHER MAINTENANCE SERVIC	75.60
						CHECK TOTAL:	75.60
00391455	09/06/17	OCDE	OUTSIDE PRINTING	0110397140	5870	OUTSIDE PRINTING	1,125.66
						CHECK TOTAL:	1,125.66
00391456	09/06/17	Ocean View School	AUGUST 2017	0104632210	5875	TUITION	3,168.42
						CHECK TOTAL:	3,168.42
00391457	09/06/17	Office Depot	GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	95.22
			GENERAL SUPPLIES-NON INSTRUCT	0113457175	4340	GENERAL SUPPLIES-NON INS	88.72
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	16.29
						CHECK TOTAL:	200.23
00391458	09/06/17	Plank Road Publishing	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	175.71
						CHECK TOTAL:	175.71
00391459	09/06/17	PRPCo	TEXTBOOKS	0102016300	4100	TEXTBOOKS	1,885.36
						CHECK TOTAL:	1,885.36

SELECT Check ID's and Numbers: 76@ ; Check Dates: 090617

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391460	09/06/17	SimplexGrinnell	ALARM MONITORING	0107477409	5560	ALARM MONITORING	118.53
						CHECK TOTAL:	118.53
00391461	09/06/17	Southern California Ed	AUGUST 2017	0102477409	5520	LIGHT & POWER	3,365.14
			AUGUST 2017	0105477409	5520	LIGHT & POWER	9,866.71
			AUGUST 2017	0106477409	5520	LIGHT & POWER	6,043.58
			AUGUST 2017	0107477409	5520	LIGHT & POWER	22.53
						CHECK TOTAL:	19,297.96
00391462	09/06/17	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	23.38
						CHECK TOTAL:	23.38
00391463	09/06/17	U.S. Bank National Ass	REFRESHMENTS - NOT FOOD SERV	0109397150	4325	REFRESHMENTS - NOT FOOD	35.40
			OTHER BOOKS	0109397150	4220	OTHER BOOKS	89.73
			OTHER BOOKS	0109397150	4220	OTHER BOOKS	76.40
			REFRESHMENTS - NOT FOOD SERV	0101377100	4325	REFRESHMENTS - NOT FOOD	222.25
			REFRESHMENTS - NOT FOOD SERV	0102015380	4325	REFRESHMENTS - NOT FOOD	581.50
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	89.22
			REFRESHMENTS - NOT FOOD SERV	0109037150	4325	REFRESHMENTS - NOT FOOD	63.92
			REFRESHMENTS - NOT FOOD SERV	0102015380	4325	REFRESHMENTS - NOT FOOD	345.00
			GENERAL SUPPLIES-NON INSTRUCT	0106091008	4340	GENERAL SUPPLIES-NON INS	37.20
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	55.99
			MATERIALS & SUPPLIES-INSTRUCT	0106091008	4325	REFRESHMENTS - NOT FOOD	39.80
			POSTAGE	0106091008	5910	POSTAGE	32.95
			MISC OUTSIDE VENDOR	0110397140	4340	GENERAL SUPPLIES-NON INS	76.44
			MATERIALS & SUPPLIES-INSTRUCT	0104613150	4310	MATERIALS & SUPPLIES-INS	17.96
			ANNUAL SOFTWARE LICENSE FEE	0105011075	5805	ANNUAL SOFTWARE LICENSE	9,300.00
			GENERAL SUPPLIES-NON INSTRUCT	0113457175	4340	GENERAL SUPPLIES-NON INS	971.02
			TRAVEL & CONFERENCE	0101377100	5220	TRAVEL & CONFERENCE	184.89
			OTHER BOOKS	0101377100	4220	OTHER BOOKS	322.91
			TRAVEL & CONFERENCE	0101377100	5220	TRAVEL & CONFERENCE	289.68
			REFRESHMENTS - NOT FOOD SERV	0101377100	4325	REFRESHMENTS - NOT FOOD	31.12
			MISC OUTSIDE VENDOR	0109397150	4325	REFRESHMENTS - NOT FOOD	71.09
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	23.69
						CHECK TOTAL:	12,958.16
00391464	09/06/17	Waste Management of OC	SEPTEMBER 2017	0108477409	5540	TRASH - UTILITIES	366.46
			SEPTEMBER 2017	0105477409	5540	TRASH - UTILITIES	1,339.54
			SEPTEMBER 2017	0107477409	5540	TRASH - UTILITIES	436.85
			SEPTEMBER 2017	0106477409	5540	TRASH - UTILITIES	466.15
			SEPTEMBER 2017	0102477409	5540	TRASH - UTILITIES	235.73
						CHECK TOTAL:	2,844.73

SELZCT Check ID's and Numbers: 760 ; Check Dates: 090617

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391465	09/06/17	West Music	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	568.75
						CHECK TOTAL:	568.75
00391466	09/06/17	U.S. Bank National Ass	REFRESHMENTS - NOT FOOD SERV	1302277426	5910	POSTAGE	6.59
						CHECK TOTAL:	6.59
00391467	09/06/17	DC ARCHITECTS	ARCHITECTURAL DESIGN FEES	2507498410	6220	ARCHITECTURAL DESIGN FEE	237.50
			ARCHITECTURAL DESIGN FEES	2507498410	6220	ARCHITECTURAL DESIGN FEE	285.00
						CHECK TOTAL:	522.50
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							59,925.34
GRAND TOTAL							59,925.34



SELECT Check ID's and Numbers: 760 ; Check Dates: 090717

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391468	09/07/17	CASH Maintenance Netwo	DUES & MEMBERSHIPS	0102477408	5310	DUES & MEMBERSHIPS	659.00
						CHECK TOTAL:	659.00
00391469	09/07/17	Dunn Edwards Paint	GENERAL SUPPLIES-NON INSTRUCT	0108477408	4340	GENERAL SUPPLIES-NON INS	263.70
						CHECK TOTAL:	263.70
00391470	09/07/17	Durham School Services	JULY 2017	0102256700	5855	CHARTER BUS-HOME TO SCHO	10,598.00
			JULY 2017	0104256700	5100	SUBAGREEMENTS FOR SERVIC	9,877.11
						CHECK TOTAL:	20,475.11
00391471	09/07/17	FIVE STAR TROPHIES	GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	60.34
						CHECK TOTAL:	60.34
00391472	09/07/17	Ganahl Lumber	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	121.13
						CHECK TOTAL:	121.13
00391473	09/07/17	Laguna Graphic Arts In	OUTSIDE PRINTING	0106091008	5870	OUTSIDE PRINTING	67.88
						CHECK TOTAL:	67.88
00391474	09/07/17	nbrhd	MISC OUTSIDE VENDOR	0106011008	5860	MISC OUTSIDE VENDOR	28.00
			MISC OUTSIDE VENDOR	0106011008	5860	MISC OUTSIDE VENDOR	2,320.00
						CHECK TOTAL:	2,348.00
00391475	09/07/17	Office Depot	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	57.00
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	35.42
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	53.63
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	26.33
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	40.95
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	3.98
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	29.14
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	52.11
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	64.25
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	64.54
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	56.44
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	33.91
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	36.37
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	15.07
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	101.37
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	12.92
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	176.70
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	66.32
						CHECK TOTAL:	926.45
00391476	09/07/17	PITNEY BOWES GLOBAL FI	SEPTEMBER 2017	0102397400	5620	RENTAL EXPENSE	231.91

SELECT Check ID's and Numbers: 768 ; Check Dates: 090717

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
						CHECK TOTAL:	231.91
00391477	09/07/17	Southern Calif Gas Co.	AUGUST 2017	0105477409	5510	UTILITIES - HEAT	13.81
						CHECK TOTAL:	13.81
00391478	09/07/17	Southern California Ed	AUGUST 2017	0108477409	5520	LIGHT & POWER	4,375.25
						CHECK TOTAL:	4,375.25
00391479	09/07/17	Staples Advantage	COPIER PAPER	0102397400	4312	COPIER PAPER	333.59
						CHECK TOTAL:	333.59
00391480	09/07/17	SVA ARCHITECTS	ARCHITECTURAL DESIGN FEES	2508498410	6220	ARCHITECTURAL DESIGN FEE	16,021.50
						CHECK TOTAL:	16,021.50
00391481	09/07/17	MTGL INC.	BUILDING IMPROVEMENTS	4208498675	6230	BUILDING IMPROVEMENTS	1,927.75
						CHECK TOTAL:	1,927.75
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	47,825.42
			GRAND TOTAL				47,825.42

SELECT Check ID's and Numbers: 760 ; Check Dates: 090817

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391482	09/08/17	American MicroImaging	MISC OUTSIDE VENDOR	0101377100	5860	MISC OUTSIDE VENDOR	12,093.63
						CHECK TOTAL:	12,093.63
00391483	09/08/17	Burnham Benefits Insur	SEPTEMBER 2017	0102017400	3401	HEALTH & WELFARE, CERTIF	3,350.00
			SEPTEMBER 2017	0102397400	3402	HEALTH & WELFARE, CLASSIF	1,650.00
						CHECK TOTAL:	5,000.00
00391484	09/08/17	CALIFORNIA SCHOOLS EMP	SEPTEMBER 2017	0102397400	3402	HEALTH & WELFARE, CLASSIF	1,155.54
			SEPTEMBER 2017	0102017400	3401	HEALTH & WELFARE, CERTIF	2,346.09
			SEPTEMBER 2017	0102017400	3401	HEALTH & WELFARE, CERTIF	354.77
			SEPTEMBER 2017	0102397400	3402	HEALTH & WELFARE, CLASSIF	9,586.66
			SEPTEMBER 2017	0102017400	3401	HEALTH & WELFARE, CERTIF	19,463.81
			SEPTEMBER 2017	0102397400	3402	HEALTH & WELFARE, CLASSIF	174.73
						CHECK TOTAL:	33,081.60
00391485	09/08/17	CDW GOVERNMENT LLC	EQUIPMENT-COMPUTER	0113017175	4460	EQUIPMENT-COMPUTER	1,530.77
						CHECK TOTAL:	1,530.77
00391486	09/08/17	Cox Communications	SEPTEMBER 2017	0113457175	5940	INTERNET CONNECTIVITY	160.48
						CHECK TOTAL:	160.48
00391487	09/08/17	Culver Newlin Inc.	EQUIPMENT - NEW	0105491075	6410	EQUIPMENT - NEW	5,435.99
						CHECK TOTAL:	5,435.99
00391488	09/08/17	Ganahl Lumber	MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	63.52
						CHECK TOTAL:	63.52
00391489	09/08/17	Home Depot	MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	272.12
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	105.27
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	36.35
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	49.94
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	193.14
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	16.41
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	44.51
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	527.62
						CHECK TOTAL:	1,245.36
00391490	09/08/17	Johnson, Catherine A.	OTHER THERAPY	0104632900	5889	OTHER THERAPY	7,505.00
						CHECK TOTAL:	7,505.00
00391491	09/08/17	LAGUNA BEACH TOWING &	CONTRACT SERVICES	0102477408	5610	CONTRACT SERVICES	60.00
						CHECK TOTAL:	60.00
00391492	09/08/17	Laguna Beach Water Dis	6/27/17 - 8/28/17	0107477409	5530	WATER - UTILITIES	3,709.51

SELECT Check ID's and Numbers: 768 ; Check Dates: 090817

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			6/27/17 - 8/28/17	0107477409	5530	WATER - UTILITIES	327.04
			AUGUST 2017	0107477409	5530	WATER - UTILITIES	357.45
			6/27/17 - 8/28/17	0107477409	5530	WATER - UTILITIES	3,792.13
						CHECK TOTAL:	8,186.13
00391493	09/08/17	OCDE	OUTSIDE PRINTING	0102397406	5870	OUTSIDE PRINTING	1,831.75
						CHECK TOTAL:	1,831.75
00391494	09/08/17	Office Depot	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	9.23
			GENERAL SUPPLIES-NON INSTRUCT	0109397150	4340	GENERAL SUPPLIES-NON INS	136.61
						CHECK TOTAL:	145.84
00391495	09/08/17	Resilient Communicatio	ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	1,742.00
			EQUIPMENT - NEW	0113457175	4410	EQUIPMENT - NEW	2,731.46
						CHECK TOTAL:	4,473.46
00391496	09/08/17	South Coast Lock Shop	OTHER MAINTENANCE SERVICES	0102477408	5692	OTHER MAINTENANCE SERVIC	64.65
						CHECK TOTAL:	64.65
00391497	09/08/17	Southern Calif Gas Co.	AUGUST 2017	0106477409	5510	UTILITIES - HEAT	51.73
			AUGUST 2017	0105477409	5510	UTILITIES - HEAT	76.03
			AUGUST 2017	0105477409	5510	UTILITIES - HEAT	28.80
			AUGUST 2017	0102477409	5510	UTILITIES - HEAT	31.17
			AUGUST 2017	0102477409	5510	UTILITIES - HEAT	15.29
			AUGUST 2017	0108477409	5510	UTILITIES - HEAT	25.56
			AUGUST 2017	0102477409	5510	UTILITIES - HEAT	20.84
						CHECK TOTAL:	249.42
00391498	09/08/17	Southern California Ed	AUGUST 2017	0107477409	5520	LIGHT & POWER	5,687.69
						CHECK TOTAL:	5,687.69
00391499	09/08/17	Verizon Wireless LA	AUGUST 2017	0113457175	5930	MOBILE COMMUNICATIONS	3,388.36
						CHECK TOTAL:	3,388.36
00391500	09/08/17	Western OC Self Funded	1ST PREMIUM - 2017-2017	0102017400	3601	WORKERS'COMP,CERTIFICATE	67,690.00
			1ST PREMIUM - 2017-2018	0102397400	3602	WORKERS'COMP,CLASSIFIED	29,010.00
						CHECK TOTAL:	96,700.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							186,903.65
GRAND TOTAL							186,903.65

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391501	09/11/17	Academic Therapy Publi	TESTS/SCORING	0104292600	4330	TESTS/SCORING	797.35
						CHECK TOTAL:	797.35
00391502	09/11/17	ACSA	DUES & MEMBERSHIPS	0106091008	5310	DUES & MEMBERSHIPS	1,336.00
						CHECK TOTAL:	1,336.00
00391503	09/11/17	BrightView Landscape S	AUGUST 2017	0102477409	5680	LANDSCAPE/IRRIGATION	616.20
			AUGUST 2017	0108477409	5680	LANDSCAPE/IRRIGATION	3,594.50
			AUGUST 2017	0107477409	5680	LANDSCAPE/IRRIGATION	4,210.70
			AUGUST 2017	0106477409	5680	LANDSCAPE/IRRIGATION	3,081.00
			AUGUST 2017	0105477409	5680	LANDSCAPE/IRRIGATION	5,591.60
			LANDSCAPE/IRRIGATION	0105477408	5680	LANDSCAPE/IRRIGATION	486.07
			LANDSCAPE/IRRIGATION	0102477409	5680	LANDSCAPE/IRRIGATION	2,488.90
			LANDSCAPE/IRRIGATION	0107477408	5680	LANDSCAPE/IRRIGATION	371.93
			LANDSCAPE/IRRIGATION	0107477408	5680	LANDSCAPE/IRRIGATION	1,812.35
			LANDSCAPE/IRRIGATION	0106477408	5680	LANDSCAPE/IRRIGATION	850.31
			LANDSCAPE/IRRIGATION	0105477408	5680	LANDSCAPE/IRRIGATION	3,734.53
						CHECK TOTAL:	26,838.09
00391504	09/11/17	Ideal Glass Tinting In	CONTRACT SERVICES	0106477408	5610	CONTRACT SERVICES	960.00
			CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	195.00
						CHECK TOTAL:	1,155.00
00391505	09/11/17		AUGUST 2017	0104632900	5878	PARENT REIMBURSEMENT (LE	2,590.00
						CHECK TOTAL:	2,590.00
00391506	09/11/17	Maintex	OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	22.49
						CHECK TOTAL:	22.49
00391507	09/11/17	Office Depot	PRINTERS <\$250 & INK/SUPPLIES	0109397150	4322	PRINTERS <\$250 & INK/SUP	316.48
						CHECK TOTAL:	316.48
00391508	09/11/17	Office Depot	GENERAL SUPPLIES-NON INSTRUCT	0109397150	4340	GENERAL SUPPLIES-NON INS	26.83
						CHECK TOTAL:	26.83
00391509	09/11/17	Painting & Decor Inc.	PAINTING	0105477408	5675	PAINTING	14,590.00
			PAINTING	0105477408	5675	PAINTING	14,900.00
			PAINTING	0105477408	5675	PAINTING	13,540.00
			PAINTING	0105477408	5675	PAINTING	2,900.00
						CHECK TOTAL:	45,930.00
00391510	09/11/17	Pitney Bowes	6/24/17 - 9/23/17	0106091008	5620	RENTAL EXPENSE	189.39
						CHECK TOTAL:	189.39

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391511	09/11/17	PITNEY BOWES GLOBAL FI	6/307/17 - 9/29/17	0105091012	5620	RENTAL EXPENSE	404.78
						CHECK TOTAL:	404.78
00391512	09/11/17	Pro Line Gymnasium Flo	FLOOR COVERING	0105477408	5604	FLOOR COVERING	29,800.00
						CHECK TOTAL:	29,800.00
00391513	09/11/17	SHI International Corp	ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE	4,592.00
						CHECK TOTAL:	4,592.00
00391514	09/11/17	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	46.17
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	840.43
						CHECK TOTAL:	886.60
00391515	09/11/17	UNIVERSAL ASPHALT CO I	PAVING	0107477408	5607	PAVING	14,600.00
			PAVING	0105477408	5607	PAVING	3,895.00
			PAVING	0107477408	5607	PAVING	4,300.00
						CHECK TOTAL:	22,795.00
00391516	09/11/17	Ward's Natural Science	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	145.56
						CHECK TOTAL:	145.56
00391517	09/11/17	RUHNAU RUHNAU CLARKE	ARCHITECTURAL DESIGN FEES	2508498410	6220	ARCHITECTURAL DESIGN FEE	1,450.00
						CHECK TOTAL:	1,450.00
00391518	09/11/17	BEST Contracting Servi	ROOFING	4006498440	6209	ROOFING	129,744.35
			ROOFING	4007498440	6209	ROOFING	129,744.35
						CHECK TOTAL:	259,488.70
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							398,764.27
GRAND TOTAL							398,764.27

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391519	09/12/17	Acorn Media	EQUIPMENT - NEW	0113457175	4410	EQUIPMENT - NEW	808.13
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	322.92
						CHECK TOTAL:	1,131.05
00391520	09/12/17	Durham School Services	7/17 - CRYSTAL COVE	0109017150	5865	CHARTER BUS-ATHLETIC/FIE	138.02
			7/14 - CRYSTAL COVE	0109017150	5865	CHARTER BUS-ATHLETIC/FIE	153.69
			7/18 - CRYSTAL COVE	0109017150	5865	CHARTER BUS-ATHLETIC/FIE	130.81
			7/20 - CRYSTAL COVE	0109017150	5865	CHARTER BUS-ATHLETIC/FIE	143.57
						CHECK TOTAL:	566.09
00391521	09/12/17	Follett School Solutio	TEXTBOOKS	0102016300	4100	TEXTBOOKS	19,037.03
						CHECK TOTAL:	19,037.03
00391522	09/12/17	Frey Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	58.92
						CHECK TOTAL:	58.92
00391523	09/12/17	Konica Minolta	AUGUST 2017	0105091012	5650	SOFTWARE/COPIER MAINTENA	250.15
			AUGUST 2017	0102397400	5650	SOFTWARE/COPIER MAINTENA	44.90
			AUGUST 2017	0102397400	5650	SOFTWARE/COPIER MAINTENA	36.14
			AUGUST 2017	0105091012	5650	SOFTWARE/COPIER MAINTENA	67.60
			AUGUST 2017	0102397400	5650	SOFTWARE/COPIER MAINTENA	66.42
			AUGUST 2017	0102397400	5650	SOFTWARE/COPIER MAINTENA	104.84
			AUGUST 2017	0102397400	5650	SOFTWARE/COPIER MAINTENA	36.66
			AUGUST 2017	0106091008	5650	SOFTWARE/COPIER MAINTENA	24.88
			AUGUST 2017	0107091005	5650	SOFTWARE/COPIER MAINTENA	42.27
			AUGUST 2017	0108091005	5650	SOFTWARE/COPIER MAINTENA	5.00
			AUGUST 2017	0106091008	5650	SOFTWARE/COPIER MAINTENA	43.18
			AUGUST 2017	0108091005	5650	SOFTWARE/COPIER MAINTENA	17.45
			AUGUST 2017	0107091005	5650	SOFTWARE/COPIER MAINTENA	29.71
						CHECK TOTAL:	769.20
00391524	09/12/17	PTM Document Systems	GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	84.03
						CHECK TOTAL:	84.03
00391525	09/12/17	Tangram Interiors	EQUIPMENT - NEW	0109397150	4410	EQUIPMENT - NEW	696.07
						CHECK TOTAL:	696.07
00391526	09/12/17	Ward's Natural Science	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	3,157.22
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	424.02
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	256.25
						CHECK TOTAL:	3,837.49
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							26,179.88

SELECT Check ID's and Numbers: 760 ; Check Dates: 091217

<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>
GRAND TOTAL							26,179.88



SELECT Check ID's and Numbers: 768 ; Check Dates: 091317

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391527	09/13/17	ALL PROOF DECKS	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	2,300.00
						CHECK TOTAL:	2,300.00
00391528	09/13/17	AMERICAN LOGISTICS COM	AUGUST 2017	0104256700	5100	SUBAGREEMENTS FOR SERVIC	3,387.50
			AUGUST 2017	0104256700	5855	CHARTER BUS-HOME TO SCHO	4,985.00
						CHECK TOTAL:	8,372.50
00391529	09/13/17	BOCHENEK, ANNIE	GENERAL SUPPLIES-NON INSTRUCT	0113018640	4340	GENERAL SUPPLIES-NON INS	35.27
						CHECK TOTAL:	35.27
00391530	09/13/17	Calcoast Team Sports I	MATERIALS & SUPPLIES-INSTRUCT	0105011075	4310	MATERIALS & SUPPLIES-INS	275.00
						CHECK TOTAL:	275.00
00391531	09/13/17	Follett School Solutio	TEXTBOOKS	0102016300	4100	TEXTBOOKS	251.87
			MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS	842.07
						CHECK TOTAL:	1,093.94
00391532	09/13/17	Handwriting Without Te	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	4,088.82
						CHECK TOTAL:	4,088.82
00391533	09/13/17	KRUGER TEAM SPORT	MISC OUTSIDE VENDOR	0106091008	5860	MISC OUTSIDE VENDOR	442.37
						CHECK TOTAL:	442.37
00391534	09/13/17	Maintex	OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	663.18
			OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	4,842.90
			OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	-328.20
						CHECK TOTAL:	5,177.88
00391535	09/13/17	Northcott-Williams Inc	OTHER MAINTENANCE SERVICES	0108477408	5675	PAINTING	14,750.00
						CHECK TOTAL:	14,750.00
00391536	09/13/17	SC Fuels	AUGUST 2017	0102477408	4375	FUEL FOR VEHICLES	352.48
			AUGUST 2017	0105477408	4375	FUEL FOR VEHICLES	32.16
			AUGUST 2017	0106477408	4375	FUEL FOR VEHICLES	69.90
			AUGUST 2017	0107477408	4375	FUEL FOR VEHICLES	19.03
						CHECK TOTAL:	473.57
00391537	09/13/17	Ward's Natural Science	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	294.35
						CHECK TOTAL:	294.35
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							37,303.70
GRAND TOTAL							37,303.70

SELECT Check ID's and Numbers: 768 ; Check Dates: 091417

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391538	09/14/17	A-Z Office Resource In	PRINTERS <\$250 & INK/SUPPLIES	0107011005	4322	PRINTERS <\$250 & INK/SUP	12,206.38
						CHECK TOTAL:	12,206.38
00391539	09/14/17	Brennan, Ryan	MISC OUTSIDE VENDOR	0106011008	5860	MISC OUTSIDE VENDOR	200.00
						CHECK TOTAL:	200.00
00391540	09/14/17	COAST TO COAST COMPUTE	PRINTERS <\$250 & INK/SUPPLIES	0105011012	4322	PRINTERS <\$250 & INK/SUP	464.98
						CHECK TOTAL:	464.98
00391541	09/14/17	EMC Paradigm Publishin	TEXTBOOKS	0102016300	4100	TEXTBOOKS	4,430.60
						CHECK TOTAL:	4,430.60
00391542	09/14/17	Ganahl Lumber	MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	46.61
						CHECK TOTAL:	46.61
00391543	09/14/17	HI-TECH Cabling Inc.	CONTRACT SERVICES	0106477408	5610	CONTRACT SERVICES	5,802.56
						CHECK TOTAL:	5,802.56
00391544	09/14/17	Jim's Music Center Inc	MISC REPAIR	0106091008	5690	MISC REPAIR	4,172.00
						CHECK TOTAL:	4,172.00
00391545	09/14/17	LEUSD Revolving Cash F	BANK SVC CHRG - AUGUST 2017	0102397400	5820	BANKING SERVICES	20.38
			ALL OTHER LOCAL REVENUE	0100007459	8699	ALL OTHER LOCAL REVENUE	1,206.37
			BANKING SERVICES	0102397400	5820	BANKING SERVICES	35.96
						CHECK TOTAL:	1,262.71
00391546	09/14/17	Musical Theatre Intern	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	240.50
						CHECK TOTAL:	240.50
00391547	09/14/17	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	-4.68
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	32.30
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	51.61
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	11.70
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	59.35
						CHECK TOTAL:	150.28
00391548	09/14/17	THE DBQ PROJECT	ANNUAL SOFTWARE LICENSE FEE	0109017150	5805	ANNUAL SOFTWARE LICENSE	1,125.00
						CHECK TOTAL:	1,125.00
00391549	09/14/17	Triana Ramazan	7/10-7/14 - IMSE COMPREHENSIVE	0102013080	5220	TRAVEL & CONFERENCE	263.70
						CHECK TOTAL:	263.70
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							30,365.32

LAGUNA BEACH USD                      09/14/17                      Commercial Check Register                      Page 2  
THU, SEP 14, 2017, 8:25 AM --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: 091417

<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>
GRAND TOTAL							30,365.32

SELECT Check ID's and Numbers: 760 ; Check Dates: 091517

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391550	09/15/17	Advanced Alarm Inc.	ALARM MONITORING	0105477408	5560	ALARM MONITORING	435.00
						CHECK TOTAL:	435.00
00391551	09/15/17	Apple Computer Inc.	EQUIPMENT-COMPUTER	0101377100	4460	EQUIPMENT-COMPUTER	53.82
			EQUIPMENT-COMPUTER	0101377100	4460	EQUIPMENT-COMPUTER	3,065.42
						CHECK TOTAL:	3,119.24
00391552	09/15/17	AT&T	AUGUST 2017	0107477409	5920	TELEPHONE SERVICE	48.38
						CHECK TOTAL:	48.38
00391553	09/15/17	Blue Sky Outfitters	MATERIALS & SUPPLIES-INSTRUCT	0108015060	4310	MATERIALS & SUPPLIES-INS	237.05
						CHECK TOTAL:	237.05
00391554	09/15/17	CDW GOVERNMENT LLC	EQUIPMENT-COMPUTER	0113017175	4460	EQUIPMENT-COMPUTER	371.29
						CHECK TOTAL:	371.29
00391555	09/15/17	Cox Communications	INTERNET CONNECTIVITY	0113457175	5940	INTERNET CONNECTIVITY	1,688.76
						CHECK TOTAL:	1,688.76
00391556	09/15/17	Easykeys.com Inc.	GENERAL SUPPLIES-NON INSTRUCT	0102477408	4340	GENERAL SUPPLIES-NON INS	20.85
						CHECK TOTAL:	20.85
00391557	09/15/17	Federal Express Corp	POSTAGE	0102397406	5910	POSTAGE	9.12
						CHECK TOTAL:	9.12
00391558	09/15/17	Grainger	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	248.95
						CHECK TOTAL:	248.95
00391559	09/15/17	Leader Services	AUGUST 2017	0104292600	5831	CONSULTANTS-OTHER	74.92
						CHECK TOTAL:	74.92
00391560	09/15/17	National Construction	RENTAL EXPENSE	0105477408	5620	RENTAL EXPENSE	170.55
						CHECK TOTAL:	170.55
00391561	09/15/17	OCDE	OTHER LOCAL AGENCY FEES	0113457175	5852	OTHER LOCAL AGENCY FEES	13,219.00
			OTHER LOCAL AGENCY FEES	0113457175	5852	OTHER LOCAL AGENCY FEES	19,538.00
						CHECK TOTAL:	32,757.00
00391562	09/15/17	PAPER RECYCLING AND SH	OTHER MAINTENANCE SERVICES	0101377100	5692	OTHER MAINTENANCE SERVIC	180.00
						CHECK TOTAL:	180.00
00391563	09/15/17	REAL INSPIRATIONS INC.	CONSULTANTS-OTHER	0106011008	5831	CONSULTANTS-OTHER	1,900.00
						CHECK TOTAL:	1,900.00

SELECT Check ID's and Numbers: 760 ; Check Dates: 091517

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391564	09/15/17	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	912.37
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	66.48
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	207.34
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	95.81
						CHECK TOTAL:	1,282.00
00391565	09/15/17	State of CA/Department	FINGER PRINTING	0110397140	5845	FINGER PRINTING	3,949.00
						CHECK TOTAL:	3,949.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							46,492.11
GRAND TOTAL							46,492.11

**Laguna Beach Unified School District**

**13.k. CONSENT/ACTION**

**September 26, 2017**

**Approval/Ratification: Community Facilities District 98-1 (Crystal Cove) Administrative Expense Fund Disbursements Totaling \$1,700.00**

**Proposal**

Staff proposes the Board of Education approve/ratify the attached disbursement from the Administrative Fund of the Community Facilities District 98-1 "CFD 98-1."

**Background**

A separate Administrative Fund was established pursuant to the Indenture by and between Laguna Beach Unified School District and Community Facilities District No.98-1 (Crystal Cove) 2012 Special Tax Refunding Bonds. Administrative expenses are for the actual or reasonably estimated costs directly related to the administration of CFD No. 98-1. The estimated amount for the current outstanding principal is equal to \$8,300,000 which is based on principal paid through September 2017. Staff requests approval of the payment detailed on the Administrative Funds Disbursement list.

**Budget Impact**

The \$1,700.00 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 \$53,810.03.

	Payee Name & Address	Purpose	Revenue	Expense	Balance
1	Beginning Balance				\$55,510.03
2	U.S. Bank	Inv. 4736309		\$1,700.00	
3	Ending Fund Balance				<b>\$53,810.03</b>

**Recommended Action**

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

**Laguna Beach Unified School District**

**13.1. CONSENT/ACTION**

**September 26, 2017**

**Approval: Student Fieldwork Experience and Student Teacher Agreements with CalStateTEACH from September 1, 2017 through June 30, 2020**

**Proposal**

Staff proposes the Board of Education approve Student Fieldwork Experience and Student Teacher Agreements with CalStateTEACH from September 1, 2017 through June 30, 2020.

**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 Student Fieldwork Experience and Student Teacher Agreements with CalStateTEACH from September 1, 2017 through June 30, 2020.



TERMS OF AGREEMENT  
PUBLIC SCHOOL DISTRICTS

Field Experience Participant / Student Teaching

CalStateTEACH and the Laguna Beach Unified School District

**About CalStateTEACH:** CalStateTEACH is a multiple subject credential program of the California State University. Its goal is to prepare creative, collaborative and reflective teachers for California's future. It offers an Intern as well as a Student Teaching option and is managed through Regional Centers located on the following CSU campuses: Fresno, Los Angeles and Monterey Bay.

**Purpose of the Agreement:**

To engage the Laguna Beach Unified School District and CalStateTEACH in a partnership to provide support for the preparation of CalStateTEACH candidates in the District. This partnership will be concentrated in the activities of three individuals: the CalStateTEACH Field Experience Participant / Student Teacher, the faculty representative of the CSU, hereinafter referred to as the assigned Faculty, and a mentor teacher from the School, hereinafter referred to as the Cooperating Teacher or Master Teacher. CalStateTEACH does not demand or require any exclusive arrangement with the District. The District is obligated only to provide appropriate support for the CalStateTEACH credential candidate and staff to reach the common goal of placing fully credentialed teachers in California classrooms.

**Overview of this Agreement:**

CalStateTEACH agrees to provide multiple subjects coursework, student professional liability insurance, and university supervision for each participating candidate, and the District agrees to provide them with a faculty mentor and appropriate support.

**CalStateTEACH agrees to do the following:**

1. Give highest priority in admissions to qualified applicants whom the District may ultimately wish to offer position(s) as a Multiple Subjects teacher(s).
2. Provide candidates with student professional liability insurance through the CSU Student Professional Liability Insurance Program which shall cover general liability, professional liability, and educator's errors & omissions liability.
3. Ensure that candidates hold a current Certificate of Clearance and appropriate medical clearance.
4. Cooperate to the fullest extent possible to assist the School and District to reach its goals of providing quality educational experiences for its students by conducting all activities with respect to preparing candidates in an unobtrusive, efficient, and supportive manner.
5. Provide a subject-matter competence evaluation of the applicant's transcripts, an on-line diagnostic to determine candidates' subject matter preparation or candidates' readiness to pass CSET.
6. Provide assistance to all candidates who are not yet subject matter qualified to reach subject matter competence.
7. Provide each candidate with a high quality program of study which integrates program assignments with the candidate's classroom teaching.
8. Establish a Central Advisory Board for the CalStateTEACH program and encourage the District to participate on the Board.





9. Provide each candidate with an assigned Faculty member who will make regular visits to the classroom, evaluate lessons and give specific feedback, confer with the principal and staff as needed, and act as program advisor.
10. Provide orientation materials and training to both the school cooperating or master teacher and the principal.
11. Communicate regularly with the principal and the school cooperating or master teacher, as well as provide the opportunity for them to give feedback on any aspect of the program and staff.
12. Provide an on-going, faculty-facilitated online forum for all candidates in the group, with regular opportunities for discussion, problem solving, peer interaction and access to the assigned Faculty member.
13. Assist District candidates in processes related to enrollment, financial aid, and ultimately a preliminary credential application.

**The School and District agree to do the following:**

1. Nominate a fully credentialed teacher with at least 3 years teaching experience and authorization to work with English learners to serve as a cooperating or master teacher for each participating candidate. This should be a current elementary teacher in the School.
2. Ensure that cooperating or master teachers have sufficient opportunity to observe, coach and guide the candidate.
3. Upon the request of the assigned Faculty, assure the participation of the school principal in specific CalStateTEACH candidate progress reviews or evaluations.
4. Provide additional resources (such as staff development, exemplary classroom observations, additional mentoring) as needed to promote the success of candidates in difficult assignments.
5. Ensure that each candidate has access to technological resources available at the school site.

**Assurances:**

The Laguna Beach Unified School District shall defend, indemnify, and hold the Board of Trustees of the California State University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the School District, its officers, employees or agents.

The Board of Trustees of the California State University shall defend, indemnify, and hold the School District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CSU, its officers, employees or agents.



**CalStateTEACH**  
TEACHER PREPARATION PROGRAM



**Distinguished Program**

**Term:**

This agreement will be in effect until June 30, 2019.

**Termination:**

Either party to the agreement may terminate the agreement without cause or prejudice by contacting the organization's designee 15 business days before the desired termination.

**Notices:**

If there is a concern with the performance defined under the agreement the District will contact the CalStateTEACH System-wide Director at the Office of the Chancellor, 401 Golden Shore, Long Beach, CA 90802.

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Signature of School Principal, District Superintendent,  
or Authorized Representative

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Date Signed

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Signature of the CalStateTEACH Regional Director

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Date Signed

**csurma**

California State University Risk Management Authority

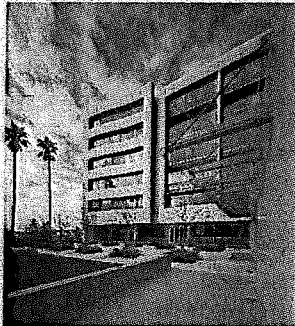
## Student Professional Liability Insurance Program (SPLIP)

### COVERAGE SUMMARY

**INSURER:**  
Lloyd's of London

**POLICY TERM:**  
July 1, 2015 to  
July 1, 2016

**POLICY NO:**  
B0621PCSUR000415



**QUESTIONS:**

**Robert Leong**  
(415) 403-1441  
[rleong@alliant.com](mailto:rleong@alliant.com)

**Van Rin (415)**  
403-1408  
[vrin@alliant.com](mailto:vrin@alliant.com)

**Hsan Htein (415)**  
403-1452  
[hhtein@alliant.com](mailto:hhtein@alliant.com)

### INSURED:

1. California State University (CSU)
2. All campuses of the CSU
3. Employees, Faculty, Staff of the CSU
4. CSU Students enrolled in Nursing, Allied Health, Social Work, or Education credential programs of the CSU

\* Enrolled Students mean students who are enrolled and in good standing while completing an internship and registered/enrolled in a course that requires the internship experience, including academic breaks during the policy period. Enrolled Students also include students who have not received a letter grade in a course (e.g., assigned an "Incomplete"), but remain registered for that course until the Incomplete objectives are met, but for no more than one (1) year from the granting of the Incomplete.

### ADDITIONAL INSURED:

Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy.

### COVERAGES:

1. General Liability
2. Professional Liability
3. Educator's Errors & Omissions Liability

### COVERAGE DESCRIPTION:

Covers General Liability and Professional Liability of CSU students enrolled in a Health Profession practicum, Social Welfare program, Social Work program, or Education Credential program of the CSU who are required by a host institution to obtain general liability and/or professional liability insurance for participation in the institution's affiliation program.

### COVERAGE TERRITORY:

Worldwide, suit must be brought to USA

### LIMITS:

\$2,000,000 Each Loss  
\$4,000,000 Aggregate for all Covered Parties, and not per student

### MEMBER'S DEDUCTIBLE:

\$0 Per Claim

### PREMIUM RATE:

\$20.00 per student in Nursing, Allied Health, Social Work, or Education  
This flat rate is non-refundable, and is not subject to a prorated premium return if student is enrolled for less than one year.

*While we believe this Summary of Insurance fairly represents the terms, conditions and exclusions found in your insurance policies, in the event of any differences between the policies themselves and this summary, the policy provision will direct any resolution. This summary is not intended to replace or supersede any of your insurance contracts.*



## Student Professional Liability Insurance Program (SPLIP)

### COVERAGE SUMMARY

#### COVERAGE EXTENSION:

1. **Legal Representation:** defense cost included for covered claims.
2. **Personal Injury Liability:** protects up to the Coverage Limits against covered claims arising from charges of privacy violation, libel, slander, assault & battery, and other alleged personal injuries.
3. **School Grievance/ Academic Disciplinary Hearings:** reimburses for expenses incurred for defense of a school grievance or academic disciplinary hearing or proceeding; \$5,000 per proceeding; \$100,000 aggregate.
4. **Damage to Property of Others:** for damage caused accidentally by a Covered Party to the property of others at your location; \$5,000 per incident; \$100,000 aggregate.
5. **Assault Coverage:** covers your medical expenses or reimburses you for damage to your property if you are assaulted at your location; \$5,000 per incident; \$100,000 aggregate.
6. **Medical Payments:** reimbursement of medical expenses to others injured on your location; \$5,000 per incident; \$100,000 aggregate.
7. **First Aid Expenses:** for expenses you incur in rendering first aid to others: \$5,000 per defendant; \$100,000 aggregate.
8. **Defendant Expense Benefit:** reimburses you for lost wages and other expenses incurred when you attend a required trial, hearing or proceeding as a defendant in a covered claim: \$5,000 per defendant; \$100,000 aggregate.

#### NO EXCLUSION FOR:

1. Sexual Harassment
2. Abuse or Molestation
3. Corporal Punishment

#### COMMENTS / CONDITIONS:

1. This is a "claims- made" policy. Coverage is only provided for claims which are both: (1) first made against the Insured during the Policy Period; and (2) reported to the Carrier as soon as practicable, but not later than 3 years after the Policy Period. Coverage is only provided for claims arising from Professional Services which are rendered or Incidents which occurred during the Policy Period.
2. Students enrolled in Nursing, Allied Health, Social Work, or Education credential programs of the CSU who also perform community service or volunteer work for academic credit are covered by this Student Professional Liability Insurance Program (SPLIP) at no additional premium.
3. Other CSU students performing community service or volunteer work for academic credit and students enrolled in radio, television or film academic programs of the CSU are separately covered by the Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP). Please refer to SAFECLIP summary for details.

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# Student Professional Liability Insurance Program (SPLIP)

## COVERAGE SUMMARY

### NURSING PROFESSIONS:

Case Manager  
 Geriatric Nursing Assistant  
 Nurses Aide - Facility Setting  
 Nurses Aide - In-home Setting  
 Nursing Assistant - Facility Setting  
 Nursing Assistant - In-home Setting  
 Home Health Aide  
 LPN/LVN  
 Nurse - Anesthetists  
 Nurse - Midwives  
 Registered Nurse

Nurse Practitioner:  
 Geriatric/Adult/Family Planning-GYN  
 OB-GYN/Acute Critical Care OB-GYN  
 Pediatric/Neonatal/Family Practice/Acute Care  
 Psychiatric

### ALLIED HEALTH PROFESSIONS:

Art Therapist	Electrologist Athletic
Trainer	EMT- Paramedic
Audiologist	EMT- Basic/Intermediate
Blood Bank Technician	EMT- Volunteer
Bio-Medical Technician	Enterostomal Therapist
Cardiographic Technician	Exercise Physiologist
Cardiology Technician	Health Educator
Case Manager	Histologic Technician
Certified Laboratory Technician	Hospital Pharmacy Technician
Certified Medical Assistant	Kinesiologist/Kinesiotherapist
Certified Occupational Therapy Assistant	Laboratory Aide
Chiropractic Assistant	Massage Therapist
Circulation Technician	Medical Assistant
Clinical Laboratory Technician	Medical Laboratory Technician
Community Health Assistant	Medical Records Administrator
Community Health Technician	Medical Records Technician
Corrective Therapist	Medical Technician
Dance Therapist	Medical Technician Assistant
Dental Hygienist	Mental Retardation Worker
Diagnostic Medical Sonographer	Music Therapist
Dialysis Technician	Nuclear Medical Technician
Dietitian	Nutritionist
EEG (Electroencephalogram) Technician	Occupational Therapist
EKG (Electrocardiogram) Technician	Occupational Therapist Assistant
Optometry Assistant/Technician	Rehabilitation Assistant
Orthopedic Assistant	Rehabilitation Therapist
Pedorthist	Respiratory Care Practitioner
Perfusionist	Respiratory Care Provider
Personal Trainer	Respiratory Therapist
Pharmacist	Respiratory Therapist Technician
Pharmacist Technician	Speech Hearing Therapist
Physical Therapist	Speech Language Pathologist
Physical Therapist Assistant	Sports Medicine Instructor
Physician Assistant Podiatric Assistant	Sports Medicine Therapist
Psychologist	Surgical Technician
Radiation Therapist	Vascular Technologists
Radiological Technician	X-Ray Machine Operator
Recreation Therapist	

While we believe this Summary of Insurance fairly represents the terms, conditions and exclusions found in your insurance policies, in the event of any differences between the policies themselves and this summary, the policy provision will direct any resolution. This summary is not intended to replace or supersede any of your insurance contracts.



## Student Professional Liability Insurance Program (SPLIP)

### COVERAGE SUMMARY

#### SOCIAL WORK / SOCIAL WELFARE PROFESSIONS:

Alcohol/Drug Counselor	Licensed Professional Counselor
Bodywork Counselor	Life Coach Counselor
Career Counselor	Marriage/Family Counselor
Case Manager	Mental Health Counselor
Clinical Counselor	Pastoral Counselor
Counselor Educator	Psychological Counselor
Forensic Counselor	Rehabilitation Counselor
Genetic Counselor	Social Worker
Licensed Professional Clinical Counselor	

#### EDUCATION / TEACHING PROFESSIONS:

##### School Administration:

Admittance  
Desegregation  
Enrollment  
Expulsion  
Extracurricular Activities  
Integration

##### Educational Instruction:

Career Guidance  
Guidance Counseling  
School Counselor  
Student Consumerism  
Teaching Assistants

#### HOW TO REPORT A CLAIM:

Alliant Insurance Services, Inc.  
100 Pine Street, 11th Floor  
San Francisco, CA 94111-5101

Bob Frey  
415-403-1445  
[rfrey@alliant.com](mailto:rfrey@alliant.com)

Martin Fox-Foster  
415-403-1417  
[mfox-foster@alliant.com](mailto:mfox-foster@alliant.com)

##### AND

Mendes & Mount LLP  
750 7<sup>th</sup> Avenue  
New York, NY 100109

Ray Trismen  
212-261-8392  
[Raymond.trismen@mendes.com](mailto:Raymond.trismen@mendes.com)

*While we believe this Summary of Insurance fairly represents the terms, conditions and exclusions found in your insurance policies, in the event of any differences between the policies themselves and this summary, the policy provision will direct any resolution. This summary is not intended to replace or supersede any of your insurance contracts.*



**California State University's CalStateTEACH Program**

**Memorandum of Understanding and Agreement to  
Provide Student Teacher Placements to University Students**

This agreement is between the Laguna Beach Unified School District ("District") and the California State University's CalStateTEACH Program ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Student Teaching Program through which University students enrolled in a credentialing program ("Student Teachers") will gain experience in the public school setting.

**TERM OF THE AGREEMENT**

This Agreement shall remain in effect for a term of years beginning September 1, 2017 and ending June 30, 2020, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

**DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES**

1. The District will provide the Student Teachers with supervised clinical experience. The District's Designated Supervisor(s) will hold an appropriate degree, credential or license in the specified field, if any is required for that field, and at least five years' experience in that field. The Supervisor will provide the Student Teacher with at least two hours of face-to-face supervision per week for the duration of the student teaching. Supervision may be shared among more than one qualified District staff member.
2. The District will designate a member of its staff to participate with the University's designee in planning, implementing, and coordinating the student teaching program.
3. The District may, in its sole discretion, refuse to accept as a participant in the Student Teaching Program any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University student participant.
4. After the District accepts the assignment of a Student Teacher, the District may terminate the student teaching for "good cause." "Good cause" may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies,



procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section. District will immediately notify University, if District knows or suspects any professional or ethical or legal violations. University will cooperate with District in any investigation concerning the reported violation.

6. District shall, on any day when a Student Teacher is receiving training at its facilities, arrange for the Student Teacher to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care or other health care to any Student Teacher.

## **UNIVERSITY RESPONSIBILITIES**

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the Student Teacher.
2. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Student Teacher in the school. University and District agree they will cooperate in any investigation concerning the reported violation.
4. University will guarantee that Student Teachers and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
5. University will instruct Student Teachers in state laws regarding child abuse reporting, sexual harassment and professional conduct.
6. University supervisors will conduct systematic and regular observations of Student Teachers' performances in the District's classrooms.
7. University will be responsible for ensuring that Student Teachers have appropriate insurance coverage.

## **STUDENT TEACHER RESPONSIBILITIES**

1. Provide the District with the following documentation:
  - a. a copy of the letter from the University assigning the student to the District.
  - b. a background check fingerprint clearance report.
  - c. a negative tuberculosis test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as a Student Teacher.
3. Comply with the District's policies and procedures, and applicable state and federal laws





- and regulations while serving as a Student Teacher.
4. Provide services to District pupils only under the direct supervision of District staff.
  5. Maintain the confidentiality of pupil information. No Student Teacher will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the student teaching program. The discussion, transmission, or narration in any form by Student Teachers of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the student teaching program is forbidden except as a necessary part of the practical student teaching experience. Otherwise, Student Teachers shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the student teaching experience with University, its employees, agents or others.

## **STATUS OF DISTRICT AND UNIVERSITY STUDENTS**

The parties expressly understand and agree that all University students serving as Student Teachers in District schools pursuant to this Agreement are doing so for educational purposes only, and Student Teachers are not considered employees of the District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of University to provide notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

## **LIABILITY INSURANCE & WORKERS' COMPENSATION**

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty-Five Million Dollars (\$25,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the



effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability. The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

### **NO WORKERS' COMPENSATION LIABILITY**

The Parties agree that the District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Student Teacher or University employees while they are on the premises of the District or while performing any duty whatsoever under the terms of the Agreement or while going to or from any of the student teaching placement sites. University shall provide written notice to each Student Teacher regarding the lack of coverage of Workers' Compensation insurance by the District.

### **INDEMNIFICATION**

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

### **ADDITIONAL PROVISIONS**

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of



this Agreement shall be venued in the county in which the District is located.

3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Signed this \_\_\_\_\_ date of \_\_\_\_\_.

\_\_\_\_\_  
School District Designee

\_\_\_\_\_  
Regional Director, California State University's CalStateTEACH

**Laguna Beach Unified School District**

**13.m. CONSENT/ACTION**

**September 26, 2017**

**Approval: Agreement with Orange County Department of Education for the Provision of Tobacco Prevention Services, Tobacco-Use Prevention Education (TUPE)**

**Proposal**

Staff proposes the Board of Education approve the Agreement with Orange County Department of Education (OCDE) for the Provision of Tobacco Prevention Services, Tobacco-Use Prevention Education (TUPE) in our secondary schools. The term of the Agreement is from July 1, 2017 through June 30, 2020.

**Background**

LBUSD coordinated with OCDE on the TUPE program from 2014 through 2017. We are continuing our grant funded work through 2020 within a consortium of eight school districts within Orange County. The two primary program components continue to be Cessation and Evaluation. One of the most notable highlights from our ongoing work within the TUPE grant was our student advocacy to make the city of Laguna Beach smoke-free within public places starting June 23, 2017, the first city within Orange County to do so. Our teacher leaders and students continue to make a positive difference within our community and we look forward to continuing with TUPE related endeavors, including implementation of prevention curricula (e.g., Botvins, LifeSkills) and the youth development activities (e.g., public advocacy, service learning projects, and media literacy production).

**Budget Impact**

The budget impact of this Agreement is compensation to LBUSD from the California Department of Education in an amount up to \$46,018.70.

**Recommended Action**

Staff recommends the Board of Education approve the Agreement with Orange County Department of Education for the Provision of Tobacco Prevention Services, Tobacco-Use Prevention Education (TUPE) in our secondary schools. The term of the Agreement is from July 1, 2017 through June 30, 2020.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT  
AGREEMENT FOR THE PROVISION OF TOBACCO PREVENTION SERVICES  
TOBACCO-USE PREVENTION EDUCATION (TUPE) COHORT M COMPETITIVE GRANT  
TOBACCO-USE PREVENTION EDUCATION (TUPE) PROGRAM

This AGREEMENT, entered into this 1st day of July, 2017, which date is enumerated for purposes of reference only, is by and between Orange County Superintendent of Schools, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, hereinafter referred to as "SUPERINTENDENT", and Laguna Beach Unified School District, 550 Blumont Street, Laguna Beach, California 92651, hereinafter referred to as "DISTRICT".

WITNESSETH:

WHEREAS, SUPERINTENDENT has received grant funds from the California Department of Education, hereinafter referred to as "CDE", to serve as the lead of the Orange County TUPE Consortium, which is a partnership of eight (8) Orange County school districts, Orange County Department of Education ACCESS (Alternative Education Division), Fountain Valley School District, Huntington Beach City School District, Laguna Beach Unified School District, Ocean View School District, Saddleback Valley Unified School District, Santa Ana Unified School District, and Westminster School District, collectively serving 40,318 students from forty (40) middle and high schools throughout Orange County to prevent Orange County students from beginning tobacco use and reducing the number of current tobacco users; and WHEREAS, SUPERINTENDENT will serve as the Fiscal Agent for the State funds received under the Tobacco-Use Prevention

Education (TUPE) Cohort M Competitive grant program; and

WHEREAS, the Tobacco-Use Prevention Education (TUPE) Cohort M Competitive grant program requires that SUPERINTENDENT allocate a portion of the grant funds to school districts to provide tobacco prevention services; and

WHEREAS, DISTRICT is specially trained, experienced and competent to perform the services required, and is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1.0 TERM. The term of this AGREEMENT shall commence on July 1, 2017 and terminate on June 30, 2020, subject to earlier termination as set forth in this AGREEMENT, provided, however, DISTRICT shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting.

2.0 SERVICES TO BE PROVIDED. SUPERINTENDENT hereby engages DISTRICT as an independent contractor to perform the following described work and DISTRICT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, DISTRICT and DISTRICT'S participating schools shall perform the services and activities described in Exhibit "A", which is attached hereto and incorporated herein by this reference for the duration of this AGREEMENT.

3.0 COMPENSATION.

A. SUPERINTENDENT shall compensate DISTRICT up to a maximum

obligation of Forty-six thousand eighteen dollars and seventy cents (\$46,018.70).

B. Payment shall be made for services and/or activities satisfactorily provided and approval of SUPERINTENDENT or his designee, and receipt of an itemized invoice from DISTRICT in duplicate. All billings to SUPERINTENDENT shall be supported at DISTRICT's facility, by source documentation including, but not limited to, ledgers, invoices, receipts, receiving records, and records of services provided.

#### 4.0 PAYMENTS.

A. SUPERINTENDENT shall pay DISTRICT for the actual costs of providing the services and activities hereunder; provided, however, the total of such payments does not exceed DISTRICT'S maximum obligation; and provided further, DISTRICT'S costs are reimbursable pursuant to County, State, and Federal Regulations.

B. DISTRICT'S billings shall be on a form, "Tobacco-Use Prevention Education Invoice Form", which is attached hereto as Exhibit "B" and incorporated herein by this reference for the duration of this AGREEMENT, that has been approved or supplied by SUPERINTENDENT and provide such information as is required by SUPERINTENDENT. DISTRICT shall submit an original Tobacco-Use Prevention Education Invoice Form or itemized invoice before or no later than the following dates: October 10, 2017, January 10, 2018, April 10, 2018, July 10, 2018, October 10, 2018, January 10, 2019, April 10, 2019, July 10, 2019, October 10, 2019, January 10, 2020, April 10, 2020 and July 10, 2020. Payments to DISTRICT should be

1 released by SUPERINTENDENT no later than thirty (30) calendar days  
2 after receipt of the correctly completed billing form.

3 C. All billings to SUPERINTENDENT shall be supported at  
4 DISTRICT's facility, by source documentation including, but not  
5 limited to, ledgers, invoices, receipts, receiving records, and  
6 records of services provided.

7 D. SUPERINTENDENT may withhold or delay any payment if  
8 DISTRICT fails to comply with any provision set forth in this  
9 AGREEMENT.

10 E. DISTRICT shall not claim reimbursement for services  
11 provided beyond the expiration and/or termination of this AGREEMENT,  
12 except as may otherwise be provided under this AGREEMENT.

13 F. DISTRICT shall receive no compensation for the services  
14 provided pursuant to this AGREEMENT other than the rate set forth  
15 above.

16 G. The obligation of SUPERINTENDENT under this AGREEMENT is  
17 contingent upon the availability of funds furnished by State of  
18 California. In the event that such funding is terminated or  
19 reduced, this AGREEMENT may be terminated. SUPERINTENDENT shall  
20 give DISTRICT written notification of such termination. Notice  
21 shall be deemed served on the date of mailing.

## 22 5.0 BUDGET.

23 A. SUPERINTENDENT shall pay DISTRICT in accordance with  
24 Section 4.0 of this AGREEMENT according to the following budget  
25 which is set forth for informational purposes only and may be  
adjusted by mutual agreement, in writing of SUPERINTENDENT and



1 DISTRICT. DISTRICT must obtain prior written approval from  
2 SUPERINTENDENT'S Project Manager, Tobacco-Use Prevention Education  
3 Program, for any budget revisions where an adjustment of funds in a  
4 line item is different from the originally approved budget. DISTRICT  
5 must submit budget revisions on a "Budget Revision Request Form",  
6 which is attached hereto as Exhibit "C" and a "Budget Revision  
7 Justification Form", Exhibit "D", which are incorporated herein by  
8 this reference for the duration of this AGREEMENT.

9 6.0 FINAL BILLINGS.

10 A. DISTRICT shall submit a final billing to SUPERINTENDENT for  
11 the period ending June 30, 2018, no later than July 10, 2018.  
12 DISTRICT shall submit a final billing to SUPERINTENDENT for the  
13 period ending June 30, 2019, no later than July 10, 2019. DISTRICT  
14 shall submit a final billing to SUPERINTENDENT for the period ending  
15 June 30, 2020, no later than July 10, 2020. DISTRICT shall prepare  
16 the final billing in accordance with requirements identified by  
17 SUPERINTENDENT. Such report shall be prepared in accordance with  
18 all applicable federal, state and county requirements and generally  
19 accepted accounting principles. DISTRICT shall allocate direct and  
20 indirect costs to and between programs, cost centers, services, and  
21 funding sources in accordance with such requirements and consistent  
22 with prudent business practice, which costs and allocations shall be  
23 supported by source documentation maintained by DISTRICT, and  
24 available at any time to SUPERINTENDENT upon reasonable notice.

25 1. If DISTRICT fails to submit an accurate and complete  
billing within the time period specified above, SUPERINTENDENT may

withhold or delay any or all payments due DISTRICT.

B. The billings shall be the final financial and statistical report submitted by DISTRICT to SUPERINTENDENT and shall serve as the basis for final settlement to DISTRICT. DISTRICT shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The billing shall be the final financial record for subsequent audits, if any.

C. DISTRICT may be required to submit periodic billing reports throughout the term of the AGREEMENT.

D. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues, not to exceed DISTRICT'S maximum obligation as set forth in this AGREEMENT. DISTRICT shall not claim expenditures to SUPERINTENDENT which are not reimbursable pursuant to applicable Federal, State, and County laws, regulations, and requirements. Any payment made by SUPERINTENDENT to DISTRICT, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by DISTRICT to SUPERINTENDENT within thirty (30) calendar days after submission of the billing; or SUPERINTENDENT may elect to reduce any amount owed DISTRICT by an amount not to exceed the reimbursement due SUPERINTENDENT.

#### 7.0 REPORTS.

A. DISTRICT shall be required to submit to SUPERINTENDENT fiscal and/or programmatic reports, as required by SUPERINTENDENT.

B. Additional Reports: Upon SUPERINTENDENT'S request, DISTRICT shall make such additional reports available, as required

1 by SUPERINTENDENT concerning DISTRICT'S activities as they affect  
2 the services hereunder. SUPERINTENDENT shall be specific to the  
3 information requested and allow thirty (30) calendar days for  
4 DISTRICT to respond.

5 8.0 RECORDS MANAGEMENT AND MAINTENANCE.

6 A. DISTRICT shall, throughout the term of this AGREEMENT,  
7 prepare, maintain and manage records appropriate to the services  
8 provided and in accordance with this AGREEMENT and all applicable  
9 requirements.

10 B. DISTRICT shall ensure appropriate financial records  
11 related to cost reporting, expenditure, revenue, billings, etc., are  
12 prepared and maintained accurately and appropriately.

13 C. DISTRICT shall retain all financial records for a minimum  
14 of five (5) years from the date of final payment or final  
15 settlement, or until audit findings are resolved, or due to legal  
16 proceedings such as litigations and/or settlement of claims  
17 whichever is longer.

18 D. DISTRICT shall make records pertaining to the costs of  
19 services, participant fees, charges, billings, and revenues  
20 available at one (1) location within the limits of the County of  
21 Orange.

22 E. If DISTRICT is unable to meet the record location criteria  
23 above, SUPERINTENDENT may provide written approval to DISTRICT to  
24 maintain records in a single location, identified by DISTRICT.

25 F. DISTRICT may be required to retain all records involving  
litigation proceedings and settlement of claims for a longer term

which will be directed by the SUPERINTENDENT.

G. DISTRICT shall notify SUPERINTENDENT of any Public Record Act (PRA) request within twenty-four (24) hours. DISTRICT shall provide SUPERINTENDENT with all information that is requested by the PRA request.

9.0 STATUS OF DISTRICT.

A. DISTRICT 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.

B. DISTRICT warrants that it has all necessary licenses required to perform the services required by the terms of this AGREEMENT.

C. DISTRICT is entirely responsible for compensating staff, subcontractors, and consultants employed by DISTRICT. This AGREEMENT shall not be construed as creating the relationship of employer and employee, or principal and agent between SUPERINTENDENT and DISTRICT or any of DISTRICT'S employees, agents, consultants, or subcontractors. DISTRICT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of SUPERINTENDENT, and are not entitled to benefits of any kind or nature normally provided employees of SUPERINTENDENT and/or to which SUPERINTENDENT'S employees are normally entitled, including, but not limited to, State Unemployment Insurance or Workers' Compensation. DISTRICT shall assume full responsibility for payment of all federal, state and local taxes or contributions,

1 including unemployment insurance, social security and income taxes  
2 with respect to DISTRICT's employees.

3 D. DISTRICT assumes exclusively the responsibility for the  
4 acts of its employees, agents, consultants, or subcontractors as  
5 they relate to the services to be provided during the course and  
6 scope of their employment.

7 E. DISTRICT, its agents, employees, consultants, or  
8 subcontractors, shall not be entitled to any rights or privileges of  
9 SUPERINTENDENT'S employees and shall not be considered in any manner  
10 to be SUPERINTENDENT'S employees.

11 10.0 INDEMNIFICATION.

12 A. SUPERINTENDENT hereby agrees to indemnify, defend, and  
13 hold harmless DISTRICT, its Governing Board, and its officers,  
14 agents, and employees from liability and claims of liability for  
15 bodily injury, personal injury, sickness, disease, or death of any  
16 person or persons, or damage to any property, real personal,  
17 tangible or intangible, arising out of the negligent acts or  
18 omissions of employees, agents or officers of SUPERINTENDENT or the  
19 Orange County Board of Education during the period of this  
20 AGREEMENT.

21 B. DISTRICT hereby agrees to indemnify, defend, and hold  
22 harmless SUPERINTENDENT, the Orange County Board of Education, and  
23 its officers, agents, and employees and the California Department of  
24 Education from liability and claims of liability for bodily injury,  
25 personal injury, sickness, disease, or death of any person or  
persons, or damage to any property, real, personal, tangible or

1 intangible, arising out of the negligent acts or omissions of  
2 employees, agents or officers of DISTRICT during the period of this  
3 AGREEMENT.

4 11.0 INSURANCE. DISTRICT shall, at DISTRICT'S sole cost and expense,  
5 and require all of its subcontractors, if any, to take out prior to  
6 commencing the services and maintain in full force and effect from  
7 the commencement of services until expiration of this AGREEMENT a  
8 policy or policies of insurance covering DISTRICT'S and its  
9 subcontractor's services. DISTRICT shall furnish to SUPERINTENDENT  
10 certificates of insurance evidencing all coverage's and endorsements  
11 required hereunder. All insurance shall be with an insurance  
12 company admitted by the Insurance Commissioner of the State of  
13 California to transact such insurance in the State of California.  
14 Minimum coverages shall be as follows:

15 A. Comprehensive General Liability Insurance in an amount not  
16 less than One million dollars (\$1,000,000) per occurrence, combined  
17 single limit;

18 B. Comprehensive Automobile liability insurance covering all  
19 owned, non-owned and hired vehicles in an amount not less than One  
20 million dollars (\$1,000,000) per occurrence;

21 C. Statutory Workers' Compensation Insurance;

22 D. An endorsement to said policy(ies) naming the Orange County  
23 Superintendent of Schools, the Orange County Board of Education, and  
24 its officers, agents and employees as an additional insured while  
25 rendering services under this AGREEMENT;

E. A thirty (30) day written notice to SUPERINTENDENT of

cancellation or reduction in coverage;

F. If the DISTRICT is either partially or fully self-insured for its liability exposures, DISTRICT must notify SUPERINTENDENT in writing and provide SUPERINTENDENT with a statement signed by an authorized representative of DISTRICT stating that DISTRICT agrees to hold harmless, defend, and indemnify the Orange County Superintendent of Schools, the Orange County Board of Education, and their officers, employees and agents as if the insurance requirements in the above paragraphs are in full force and effect.

#### 12.0 CONFIDENTIALITY.

A. DISTRICT shall agree to maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable Federal and State codes and regulations, as they now exist or may hereafter be amended or changed.

B. Prior to providing any services pursuant to this AGREEMENT, DISTRICT, its Board members, its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns shall agree, in writing, with DISTRICT to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. The agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of DISTRICT, its Board members, its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

#### 13.0 CONFLICT OF INTEREST.

1 A. DISTRICT, while providing services under this AGREEMENT,  
2 shall not refer clients or accept client referrals to his or her  
3 private practice or services.

4 B. The parties hereto acknowledge that DISTRICT may be  
5 affiliated with one or more organizations or professional practices  
6 located in Orange County. DISTRICT therefore warrants that he/she  
7 shall not violate any applicable law, rule or regulation of any  
8 governmental entity relating to conflict of interest. DISTRICT  
9 shall not knowingly undertake any act which unjustifiably results in  
10 any relative benefit to any organization or professional practice  
11 with which he/she is affiliated as a direct or indirect result,  
12 whether economic or otherwise in nature, of the performance of  
13 duties and obligations required by this AGREEMENT, when compared to  
14 the result such act has on any other organization or professional  
15 practice.

16 14.0 EMPLOYEE ELIGIBILITY VERIFICATION. DISTRICT warrants that it  
17 shall fully comply with all federal and state statutes and  
18 regulations regarding the employment of aliens and others and to  
19 ensure that employees, sub-subcontractors and consultants performing  
20 work under this AGREEMENT meet the citizenship or alien status  
21 requirement set forth in federal statutes and regulations.  
22 SUBCONTRACTOR shall obtain, from all employees, sub-subcontractors  
23 and consultants performing work hereunder, all verification and  
24 other documentation of employment eligibility status required by  
25 federal or state statutes and regulations including, but not limited  
to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324



et seq., as they currently exist and as they may be hereafter amended. DISTRICT shall retain all such documentation for all covered employees, sub-subcontractors and consultants for the period prescribed by the law.

15.0 DELEGATION AND ASSIGNMENT. DISTRICT may not delegate its obligations hereunder, either in whole or in part, without the prior written consent of SUPERINTENDENT.

16.0 INSPECTIONS AND AUDITS.

A. SUPERINTENDENT and any authorized representative of the State of California or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, medical and client records of DISTRICT that are directly pertinent to this AGREEMENT, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance paragraph of this AGREEMENT. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this AGREEMENT, and the premises in which they are provided.

B. DISTRICT shall actively participate and cooperate with any person specified in subparagraph A above in any evaluation or monitoring of the services provided pursuant to this AGREEMENT and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

1           1. Following an audit report, in the event of non-  
2 compliance with applicable laws and regulations governing funds  
3 provided through this AGREEMENT, SUPERINTENDENT may terminate this  
4 AGREEMENT as provided for in the Termination paragraph or direct  
5 DISTRICT to immediately implement appropriate corrective action. A  
6 plan of corrective action shall be submitted to SUPERINTENDENT and  
7 SUPERINTENDENT'S designated Project Manager in writing within thirty  
8 (30) calendar days after receiving notice from SUPERINTENDENT.

9           2. If the audit reveals that money is payable from one  
10 party to the other, that is, reimbursement by DISTRICT to  
11 SUPERINTENDENT, or payment of sums due from SUPERINTENDENT to  
12 DISTRICT, said funds shall be due and payable from one party to the  
13 other within sixty (60) calendar days of receipt of the audit  
14 results. If reimbursement is due from DISTRICT to SUPERINTENDENT,  
15 and such reimbursement is not received within said sixty (60)  
16 calendar days, SUPERINTENDENT may, in addition to any other remedies  
17 provided by law, reduce any amount owed DISTRICT by an amount not to  
18 exceed the reimbursement due SUPERINTENDENT.

19           D. DISTRICT shall forward to SUPERINTENDENT a copy of any  
20 audit report within fourteen (14) calendar days of receipt. Such  
21 audit shall include, but not be limited to, management, financial,  
22 programmatic or any other type of audit of DISTRICT's operations,  
23 whether or not the cost of such operation or audit is reimbursed in  
24 whole or in part through this AGREEMENT.

25           17.0 LICENSES AND LAW.

          A. DISTRICT shall, throughout the term of this AGREEMENT,

1 maintain all necessary licenses, permits, approvals, certificates,  
2 waivers, and exemptions necessary for the provision of the services  
3 hereunder and required by the laws and regulations of the United  
4 States, State of California, COUNTY, and any other applicable  
5 governmental agencies. DISTRICT shall notify SUPERINTENDENT  
6 immediately and in writing of its inability to obtain or maintain,  
7 irrespective of the pendency of an appeal, permits, licenses,  
8 approvals, certificates, waivers, and exemptions. Said inability  
9 shall be cause for termination of this AGREEMENT.

10 B. DISTRICT shall comply with all laws, rules or regulations  
11 applicable to the services provided hereunder, as any may now exist  
12 or be hereafter amended or changed.

13 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

14 1. DISTRICT agrees to furnish to SUPERINTENDENT within  
15 thirty (30) calendar days of the award of this AGREEMENT:

16 a. In the case of an individual contractor, his/her  
17 name, date of birth, social security number, and residence address;

18 b. In the case of a contractor doing business in a form  
19 other than as an individual, the name, date of birth, social  
20 security number, and residence address of each individual who owns  
21 an interest of ten percent (10%) or more in the contracting entity;

22 c. A certification that DISTRICT has fully complied  
23 with all applicable federal and state reporting requirements  
24 regarding its employees;

25 d. A certification that DISTRICT has fully complied  
with all lawfully served Wage and Earnings Assignment Orders and

1 Notices of Assignment, and will continue to so comply.

2 2. Failure of DISTRICT to timely submit the data and/or  
3 certifications required by subparagraphs 1.a., 1.b., 1.c., or 1.d.  
4 above, or to comply with all federal and state employee reporting  
5 requirements for child support enforcement, or to comply with all  
6 lawfully served Wage and Earnings Assignment Orders and Notices of  
7 Assignment, shall constitute a material breach of this AGREEMENT;  
8 and failure to cure such breach within sixty (60) calendar days of  
9 notice from SUPERINTENDENT shall constitute grounds for termination  
10 of this AGREEMENT.

11 3. It is expressly understood that this data will be  
12 transmitted to governmental agencies charged with the establishment  
13 and enforcement of child support orders, or as permitted by federal  
14 and/or state statute.

15 18.0 NONDISCRIMINATION.

16 A. EMPLOYMENT

17 1. During the performance of this AGREEMENT, DISTRICT  
18 shall not unlawfully discriminate against any employee or applicant  
19 for employment because of his/her ethnic group identification, race,  
20 religion, ancestry, color, creed, sex, marital status, national  
21 origin, age (40 and over), sexual orientation, medical condition, or  
22 physical or mental disability. DISTRICT shall warrant that the  
23 evaluation and treatment of employees and applicants for employment  
24 are free from discrimination in the areas of employment, promotion,  
25 demotion or transfer; recruitment or recruitment advertising; layoff  
or termination; rate of pay or other forms of compensation; and

1 selection for training, including apprenticeship. There shall be  
2 posted in conspicuous places, available to employees and applicants  
3 for employment, notices from SUPERINTENDENT and/or the United States  
4 Equal Employment Opportunity Commission setting forth the provisions  
5 of the Equal Opportunity clause.

6 2. All solicitations or advertisements for employees  
7 placed by or on behalf of DISTRICT shall state that all qualified  
8 applicants will receive consideration for employment without regard  
9 to ethnic group identification, race, religion, ancestry, color,  
10 creed, sex, marital status, national origin, age (40 and over),  
11 sexual orientation, medical condition, or physical or mental  
12 disability. Such requirement shall be deemed fulfilled by use of  
13 the phrase "an equal opportunity employer."

14 3. Each labor union or representative of workers with  
15 which DISTRICT has a collective bargaining agreement or other  
16 contract or understanding must post a notice advising the labor  
17 union or workers' representative of the commitments under this  
18 Nondiscrimination paragraph and shall post copies of the notice in  
19 conspicuous places available to employees and applicants for  
20 employment.

21 B. SERVICES, BENEFITS, AND FACILITIES - DISTRICT shall not  
22 discriminate in the provision of services, the allocation of  
23 benefits, or in the accommodation in facilities on the basis of  
24 ethnic group identification, race, religion, ancestry, color, creed,  
25 sex, marital status, national origin, age (40 and over), sexual  
orientation, medical condition, or physical or mental disability in

1 accordance with Title IX of the Education Amendments of 1972; Title  
2 VI of the Civil Rights Act of 1964 (42 U.S.C.A. §2000d); the Age  
3 Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9,  
4 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California  
5 Code of Regulations, and all other pertinent rules and regulations  
6 promulgated pursuant thereto, and as otherwise provided by state law  
7 and regulations, as all may now exist or be hereafter amended or  
8 changed.

9 1. For the purpose of this subparagraph B.,  
10 "discrimination" includes, but is not limited to the following based  
11 on one or more of the factors identified above:

12 a. Denying a client or potential client any service,  
13 benefit, or accommodation.

14 b. Providing any service or benefit to a client which  
15 is different or is provided in a different manner or at a different  
16 time from that provided to other clients.

17 c. Restricting a client in any way in the enjoyment of  
18 any advantage or privilege enjoyed by others receiving any service  
19 or benefit.

20 d. Treating a client differently from others in  
21 satisfying any admission requirement or condition, or eligibility  
22 requirement or condition, which individuals must meet in order to be  
23 provided any service or benefit.

24 e. Assignment of times or places for the provision of  
25 services.

2. Complaint Process - DISTRICT shall establish procedures

1 for advising all clients through a written statement that DISTRICT's  
2 clients may file all complaints alleging discrimination in the  
3 delivery of services with DISTRICT and SUPERINTENDENT. DISTRICT'S  
4 statement shall advise clients of the following:

5 a. Whenever possible, problems shall be resolved  
6 informally and at the point of service. DISTRICT shall establish an  
7 internal informal problem resolution process for clients not able to  
8 resolve such problems at the point of service. Clients may initiate  
9 a grievance or complaint directly with DISTRICT either orally or in  
10 writing.

11 1) DISTRICT shall establish a formal resolution and  
12 grievance process in the event informal processes do not yield a  
13 resolution.

14 2) Throughout the problem resolution and grievance  
15 process, client rights shall be maintained at any point in the  
16 process.

17 C. PERSONS WITH DISABILITIES - DISTRICT agrees to comply with  
18 the provisions of Section 504 of the Rehabilitation Act of 1973 (29  
19 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1 et seq.), and  
20 the Americans with Disabilities Act of 1990  
21 (42 U.S.C.A. 12101, et seq.), pertaining to the prohibition of  
22 discrimination against qualified persons with disabilities in all  
23 programs or activities, as they exist now or may be hereafter  
24 amended together with succeeding legislation.

25 D. RETALIATION - Neither DISTRICT, nor its employees or  
agents shall intimidate, coerce or take adverse action against any

1 person for the purpose of interfering with rights secured by federal  
2 or state laws, or because such person has filed a complaint,  
3 certified, assisted or otherwise participated in an investigation,  
4 proceeding, hearing or any other activity undertaken to enforce  
5 rights secured by federal or state law.

6 E. In the event of non-compliance with this paragraph or as  
7 otherwise provided by federal and state law, this AGREEMENT may be  
8 canceled, terminated or suspended in whole or in part and DISTRICT  
9 may be declared ineligible for further contracts involving federal,  
10 state or county funds.

11 19.0 NOTICES. All notices, claims, correspondence, reports, and/or  
12 statements authorized or required by this AGREEMENT shall be  
13 addressed as follows:

14 SUPERINTENDENT: Orange County Superintendent of Schools  
15 200 Kalmus Drive  
16 P.O. Box 9050  
17 Costa Mesa, California 92628-9050  
18 Attn: Patricia McCaughey

19 DISTRICT: Laguna Beach Unified School District  
20 550 Blumont Street  
21 Laguna Beach, California 92651  
22 Attn: \_\_\_\_\_

23 20.0 TOBACCO USE POLICY. In the interest of public health,  
24 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
25 use of any tobacco products are prohibited in buildings and  
vehicles, and on any property owned, leased or contracted for by the  
SUPERINTENDENT pursuant to SUPERINTENDENT'S Policy 400.15. Failure  
to abide with conditions of this policy could result in the  
termination of this AGREEMENT.



1 21.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein  
2 must meet the approval of SUPERINTENDENT and shall be subject to  
3 SUPERINTENDENT'S general right of inspection to secure the  
4 satisfactory completion thereof. DISTRICT agrees to comply with all  
5 federal, state and local laws, rules, regulations and ordinances that  
6 are now or may in the future become applicable to DISTRICT,  
7 DISTRICT's business, equipment and personnel engaged in operations  
8 covered by this AGREEMENT or occurring out of the performance of such  
9 operations.

10 22.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek  
11 redress for violation of, or to insist upon, the strict performance  
12 of any term or condition of this AGREEMENT shall not be deemed a  
13 waiver by that party of such term or condition, or prevent a  
14 subsequent similar act from again constituting a violation of such  
15 term or condition.

16 23.0 TERMINATION.

17 A. Either party may terminate this AGREEMENT, without cause,  
18 upon thirty (30) calendar days' written notice (Notice of  
19 Termination) given the other party.

20 B. Unless otherwise specified in this AGREEMENT,  
21 SUPERINTENDENT may terminate this AGREEMENT upon five (5) calendar  
22 days written notice if DISTRICT fails to perform any of the terms of  
23 this AGREEMENT. At SUPERINTENDENT'S sole discretion, DISTRICT may  
24 be allowed up to thirty (30) calendar days for corrective action.

25 C. SUPERINTENDENT may terminate this AGREEMENT immediately,  
upon written notice, on the occurrence of any of the following

events:

1. The loss by DISTRICT of legal capacity.

2. Cessation of services.

3. The delegation or assignment of DISTRICT'S services, operation or administration to another entity without the prior written consent of SUPERINTENDENT.

4. In the event DISTRICT should fail to perform the covenants contained in this AGREEMENT in the time and manner specified, SUPERINTENDENT may immediately terminate this AGREEMENT and is not obligated to pay any amounts billed for services by DISTRICT to SUPERINTENDENT that have not been performed in the time and manner specified.

D. After receipt of the Notice of Termination, DISTRICT shall cancel all outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items.

24.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT or application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid, void, or unenforceable, or if any provision of this AGREEMENT contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this AGREEMENT or application thereof will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

25.0 ALTERATION OF TERMS. This AGREEMENT, together with any Exhibits attached hereto and incorporated herein by reference, fully expresses all understanding of SUPERINTENDENT and DISTRICT with

respect to the subject matter of this AGREEMENT, and shall constitute the total AGREEMENT between the parties for these purposes. No addition to, or alteration of, the terms of this AGREEMENT, whether written or verbal, shall be valid unless made in writing and formally executed and approved by SUPERINTENDENT and DISTRICT.


26.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT, in the County of Orange, State of California.

DISTRICT: LAGUNA BEACH UNIFIED  
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

BY: \_\_\_\_\_  
Authorized Signature

BY:  \_\_\_\_\_  
Authorized Signature

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: Patricia McCaughey

TITLE: \_\_\_\_\_

TITLE: Administrator

DATE: \_\_\_\_\_

DATE: July 20, 2017

LagunaBeachUSD-TUPE-State(44689)2017-2020  
ZIP9

**Laguna Beach Unified School District**

**14. INFORMATION**

**September 26, 2017**

**Opening of the 2017-2018 School Year**

**Background**

Dr. Vilorio will present on the preparation and opening of the 2017-2018 school year.

**Recommended Action**

Staff recommends the Board of Education receive the report on the Opening of the 2017-2018 School Year.

**Laguna Beach Unified School District**

**15. INFORMATION**

**September 26, 2017**

**Monthly Financial Update**

**Proposal**

Staff will present the Monthly Financial Update to the Board of Education.

**Background**

The Monthly Financial Update is a financial report provided to ensure the Board is familiar with the year to date financial activity of the District. The General Fund is presented as it pertains to the current budget. The District budget is adopted by July 1 of each year, revised as of October 31 and January 31, with report dates no later than December 15 and March 15, respectively.

The Monthly Financial Update consists of all the District's funds and special reports for services.

**Budget Impact**

There is no budget impact for this report.

**Recommended Action**

No action is required. The Monthly Financial Update report is prepared for information purposes only.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT  
MONTHLY FINANCIAL STATEMENT  
AS OF AUGUST 31, 2017

	Adopted Budget @ 07/01/2017	Receipts/ Expenditures YTD	Percent YTD
<b>REVENUES</b>			
Property Taxes/LCFF Hold Harmless/Prop. 30	51,960,080	720,291	1%
Federal Revenues	864,148	1,938	0%
Other State Revenues	2,535,231	162,000	6%
Other Local Revenues	2,816,789	87,736	3%
Interfund Transfers In	125,000	0	0%
<b>TOTAL REVENUE</b>	<b>58,301,248</b>	<b>971,965</b>	<b>2%</b>
<b>EXPENDITURES</b>			
Certificated Salaries	22,298,798	776,345	3%
Classified Salaries	8,333,721	445,383	5%
Employee Benefits	11,926,262	1,362,368	11%
Books & Supplies	2,607,610	578,090	22%
Services and Operating Services	8,548,167	1,204,291	14%
Capital Outlay	1,195,549	19,685	2%
Other Outgo	411,096	40,603	10%
Transfers Out	2,265,000	165,000	7%
<b>TOTAL EXPENDITURES</b>	<b>57,586,203</b>	<b>4,591,766</b>	<b>8%</b>
ADJUSTED BEGINNING BALANCE AS OF 7/1/2017	<u>\$ 7,466,970</u>		
SURPLUS / DEFICIT SPENDING	<u>715,045</u>		
ENDING FUND BALANCE PROJECTED FOR 6/30/2018	<u>\$ 8,182,015</u>		

**SPECIAL PROGRAM REPORTING**

Special Education	8,519,284	432,655	5%
Technology	2,471,632	775,112	31%
4CLE	700,000	45,774	7%
Ongoing & Major Maintenance Account	2,561,975	304,471	12%
Capital Improvement Plan	2,695,000	229,182	9%

LAGUNA BEACH UNIFIED SCHOOL DISTRICT  
COMPONENTS OF ENDING FUND BALANCE  
FISCAL YEAR 2017-2018  
ADOPTED BUDGET WITH UNAUDITED ACTUAL ADJUSTED BEGINNING BALANCE

<b>General Fund</b>	
ADOPTED BEGINNING FUND BALANCE (6/27/2017)	\$ 5,620,846
2016-17 YEAR-END ADJUSTMENT (8/22/2017)	1,846,124
ADJUSTED BEGINNING BALANCE AS OF 7/1/2017	<u>\$ 7,466,970</u>
SURPLUS / DEFICIT SPENDING	<u>715,045</u>
ENDING FUND BALANCE PROJECTED FOR 6/30/2018	<u>\$ 8,182,015</u>

Nonspendable - (Revolving Cash)

Revolving Cash	\$	50,000
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Restricted - (Categorical Programs)

Medi-Cal Billing Option		14,835
College Readiness Block Grant		60,083
Routine Restricted Maintenance (4%)		2,605,384

Committed

Assigned

Carryover for Unrestricted Programs		567,372
Potential One-Time Expenditures Including:		1,884,341
District Goals, Textbooks, Special Education		
Facilities, Common Core, and Litigation		

Unassigned / Unappropriated

Reserve for Economic Uncertainties = 5%		3,000,000
State required reserve for economic uncertainty 3%		
Local requirement under Policy 3101: Financial Reserves 2%		

Fund Balance		<u><u>\$ 8,182,015</u></u>
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**LAGUNA BEACH UNIFIED SCHOOL DISTRICT**  
**MONTH ENDING CASH BALANCE**  
**AS OF AUGUST 31, 2017**

	Revenue	Expenditures	Assets/Liability Changes	Monthly Cash Flow Change	Month Ending Cash Balance
7/1/2017					7,543,615.45
JULY	646,578.38	(1,744,089.37)	(1,032,817.39)	(2,130,328.38)	5,413,287.07
AUGUST	325,386.62	(2,847,676.76)	(77,080.87)	(2,599,371.01)	2,813,916.06
SEPTEMBER *					
OCTOBER					
NOVEMBER					
DECEMBER *					
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
YTD	971,965.00	(4,591,766.13)	(1,109,898.26)	(4,729,699.39)	

\* SEPTEMBER and DECEMBER expected \$6 million cash flow transfer in from Fund 17 and transfer out to Fund 17.

			CalPERS "CERBT" Trust for OPEB	
			Contributions	Quarter Ending Balance
			As of:	
			Dec. 8, '15	2,000,000.00
			Dec. 31, '15	1,992,366.86
			Jan. 13, '16	193,539.00
			Mar. 31, '16	2,269,242.75
			June 30, '16	2,336,219.11
			Sept 30, '16	2,385,154.37
			Dec 31, '16	2,325,276.97
			Jan 31, '17	264,284.00
			Mar 31, '17	2,654,488.79
			Jun 30, '17	2,704,831.27

			2017-18	
			Month Ending Cash Balance	Projected Ending Fund Balance
FUND 01	\$	2,813,916.06	\$	8,182,015.00
FUND 11		63,754.88		19,099.00
FUND 13		181,192.05		42,021.00
FUND 17		16,146,959.82		16,250,087.00
FUND 25		321,104.60		319,602.00
FUND 4040		453,058.37		(154,955.00)
FUND 4041		5,230,413.65		5,140,920.00
FUND 4042		3,099,306.63		1,845,621.00
	\$	28,309,706.06	\$	31,644,410.00

**INTERFUND TRANSFERS**

**Transferred from Special Reserve Capital Outlay to:**

General Fund from Aliso Property (Fund 4041)	125,000	0	0%
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**Transferred from General Fund to:**

Cafeteria Fund (Fund 13)	165,000	165,000	100%
Special Reserve for Capital Outlay - Facilities Repair & Replacement Program (Fund 4040)	900,000	0	0%
Special Reserve for Capital Outlay - Capital Improvement Plan (Fund 4042)	1,200,000	0	0%



**Laguna Beach Unified School District**

CERBT Strategy 3

Entity #: SKB8-1700217302-001

Quarter Ended June 30, 2017

**Market Value Summary:**

	QTD Current Period	Fiscal Year to Date
Beginning Balance	\$2,654,488.79	\$2,336,219.11
Contribution	0.00	264,284.00
Disbursement	0.00	0.00
Transfer In	0.00	0.00
Transfer Out	0.00	0.00
Investment Earnings	50,912.38	106,444.09
Administrative Expenses	(329.19)	(1,222.23)
Investment Expense	(240.71)	(873.70)
Other	0.00	0.00
Ending Balance	\$2,704,831.27	\$2,704,831.27
YTD Accrual	0.00	0.00
Grand Total	\$2,704,831.27	\$2,704,831.27

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## FUND DESCRIPTIONS

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- FUND 01** **The General Fund** is the chief operating fund for Laguna Beach USD. It is used to account for the ordinary operations of the district. All transactions except those required or permitted by law to be in another fund are accounted for in this fund. Restricted projects or activities within the general fund must be identified and reported separately from unrestricted projects or activities.
- FUND 11** **The Adult Education Fund** is a separate fund used to account for state appropriations and to finance specific programs for the education of adults. Funds can be expended on salaries, benefits, supplies, books, services, and equipment related to adult education programs (Education Code Section 52616.4).
- FUND 13** **The Cafeteria Fund (Food Service)** is used to account separately for federal, state, and local resources to operate the food service program (Education Code sections 38090-38093). The purpose of the food service program is to provide nutritious meals to the students. The District participates in the National School Lunch Program and the School Breakfast Program. The District serves approximately 500-550 lunches and 200-230 breakfasts to the students from kindergarten through twelfth grade on a daily basis.
- FUND 17** **The Special Reserve Fund for Other Than Capital Outlay Projects** is used primarily to provide for the accumulation of moneys for general operating purposes other than for capital outlay (Education Code Section 42840). On May 11, 2004 the Board of Education approved the target of reserving two-thirds of the basic aid differential (the difference between Revenue Limit funding and Basic Aid funding) to be achieved by June 30, 2009. Funds reserved for the Basic Aid differential are deposited into this fund.
- FUND 25** **The Capital Facilities Fund (Developer Fees)** exists to account for monies received as mitigation fees levied on developers, property owners or other agencies as a condition of approving new development or additions to existing real property. The authority for these levies may be local government ordinances (GC 65970-65981) or private agreements between a school district and the developer. Expenditures from this fund are to be used for the purpose of funding the construction or reconstruction of school facilities (Education Code sections 17620-17622).
- FUND 40** **The Special Reserve Fund for Capital Outlay Projects** exists to account for the accumulation of moneys for capital outlay purposes (Education Code Section 42840). This fund is separated into three sub-funds in accordance to with resolutions #01-02, #14-02 and #14-03.

**Sub-fund 4040** exists to account for the **Facility Repair and Replacement Program (FRRP)**.

**Sub-fund 4041** exists to account for the **Vista Aliso property reserve**. The District holds a re-purchase agreement on the property.

**Sub-fund 4042** exists to account for the **Capital Improvement Plan (CIP)** that goes above and beyond prior commitments for repair and replacement needs, but extends to improvements of facilities for program and enrollment growth. A ten-year plan will be developed and revised, at least annually, to prioritize major projects.

**LAGUNA BEACH USD**  
**GL 220 Balance Sheet**  
**Subfund: 0101 GENERAL FUND**  
YTD For Month Ending: 08/31/2017

	Object	Amount	Totals
<b>ASSETS</b>			
CASH IN COUNTY TREASURY (AUTO)	9110	2,813,916.06	
REVOLVING CASH ACCOUNT	9130	50,000.00	
ACCOUNTS RECEIVABLE MANUAL	9205	12,949.74	
DUE FROM GRANTOR GOVERNMENTS	9290	859,645.80	
DUE FROM OTHER FUNDS	9310	108,895.32	
MID MONTH PAYROLL	9360	75,873.43	
<b>Total Assets:</b>			<b>3,921,280.35</b>
<b>LIABILITIES</b>			
ACCOUNTS PAYABLE MANUAL	9510	26,950.23	
ACCTS PAY AUTOMATIC	9519	44,178.03	
CA USE TAX LIABILITY	9552	893.39	
DUE TO OTHER FUNDS	9610	2,089.61	
<b>Total Liabilities:</b>			<b>74,111.26</b>
<b>FUND BALANCE</b>			
BEGINNING FUND BALANCE	9791	7,466,970.22	
Total Beginning Fund Balance:			7,466,970.22
Excess Revenue Over Expenditures:			-3,619,801.13
<b>Total Fund Balance:</b>			<b>3,847,169.09</b>
<b>Total Liabilities &amp; Fund Balance:</b>			<b>3,921,280.35</b>
<b>Difference (Error):</b>			<b>0.00</b>

**LAGUNA BEACH USD**  
**GL275 Income Statement**  
Subfund: 0101 GENERAL FUND  
YTD For Month Ending: 08/31/2017

	Object Codes	Amount	Totals
<b>REVENUE</b>			
Revenue Limit			
State Aid	(8000-8019)	164,461.20	
Property Tax	(8020-8079)	555,830.07	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	1,937.59	
Other State Revenue	(8300-8599)	162,000.37	
Other Local Revenue	(8600-8799)	87,735.77	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
<b>Total Revenue</b>			<b>971,965.00</b>
<b>EXPENDITURES</b>			
Certificated Salaries	(1000-1999)	776,344.98	
Classified Salaries	(2000-2999)	445,383.10	
Employee Benefits	(3000-3999)	1,362,367.96	
Supplies and Services	(4000-5999)	1,782,381.27	
Capital Outlays	(6000-6999)	19,685.42	
Other Outgo	(7000-7399)	40,603.40	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	165,000.00	
All Other Financing Uses	(7630-7999)	0.00	
<b>Total Expenditures</b>			<b>4,591,766.13</b>
<b>Total Non-Operating Accounts</b>	(9900-9999)		<b>0.00</b>
<b>EXCESS REVENUE OVER EXPENDITURES</b>			<b>-3,619,801.13</b>
<b>BEGINNING FUND BALANCE (9791)</b>		<b>7,466,970.22</b>	
<b>BEGINNING ADJUSTED BALANCE (9793)</b>		<b>0.00</b>	
<b>BEGINNING RESTATED BALANCE (9795)</b>		<b>0.00</b>	
<b>TOTAL BEGINNING FUND BALANCE</b>			<b>7,466,970.22</b>
<b>ENDING FUND BALANCE</b>			<b>3,847,169.09</b>

**LAGUNA BEACH USD**  
**GL 220 Balance Sheet**  
**Subfund: 1111 ADULT EDUCATION**  
YTD For Month Ending: 08/31/2017

	Object	Amount	Totals
<b>ASSETS</b>			
CASH IN COUNTY TREASURY (AUTO)	9110	63,754.88	
<b>Total Assets:</b>			<b>63,754.88</b>
<b>LIABILITIES</b>			
ACCTS PAY AUTOMATIC	9519	923.16	
<b>Total Liabilities:</b>			<b>923.16</b>
<b>FUND BALANCE</b>			
BEGINNING FUND BALANCE	9791	67,634.45	
Total Beginning Fund Balance:			67,634.45
Excess Revenue Over Expenditures:			-4,802.73
<b>Total Fund Balance:</b>			<b>62,831.72</b>
<b>Total Liabilities &amp; Fund Balance:</b>			<b>63,754.88</b>
<b>Difference (Error):</b>			<b>0.00</b>

**LAGUNA BEACH USD**  
**GL275 Income Statement**  
Subfund: 1111 ADULT EDUCATION  
YTD For Month Ending: 08/31/2017

	Object Codes	Amount	Totals
<b>REVENUE</b>			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	93.32	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
<b>Total Revenue</b>			<b>93.32</b>
<b>EXPENDITURES</b>			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	4,896.05	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
<b>Total Expenditures</b>			<b>4,896.05</b>
<b>Total Non-Operating Accounts</b>	(9900-9999)		<b>0.00</b>
<b>EXCESS REVENUE OVER EXPENDITURES</b>			<b>-4,802.73</b>
<b>BEGINNING FUND BALANCE (9791)</b>		<b>67,634.45</b>	
<b>BEGINNING ADJUSTED BALANCE (9793)</b>		<b>0.00</b>	
<b>BEGINNING RESTATED BALANCE (9795)</b>		<b>0.00</b>	
<b>TOTAL BEGINNING FUND BALANCE</b>			<b>67,634.45</b>
<b>ENDING FUND BALANCE</b>			<b>62,831.72</b>

**LAGUNA BEACH USD**  
**GL 220 Balance Sheet**  
Subfund: 1313 CAFETERIA  
YTD For Month Ending: 08/31/2017

	Object	Amount	Totals
<b>ASSETS</b>			
CASH IN COUNTY TREASURY (AUTO)	9110	181,192.05	
DUE FROM OTHER FUNDS	9310	2,089.61	
STORES-CAFETERIA FUND ONLY	9321	8,142.65	
<b>Total Assets:</b>			<b>191,424.31</b>
<b>LIABILITIES</b>			
ACCTS PAY AUTOMATIC	9519	35.40	
<b>Total Liabilities:</b>		<b>35.40</b>	
<b>FUND BALANCE</b>			
BEGINNING FUND BALANCE	9791	46,273.13	
Total Beginning Fund Balance:		46,273.13	
Excess Revenue Over Expenditures:		145,115.78	
<b>Total Fund Balance:</b>		<b>191,388.91</b>	
<b>Total Liabilities &amp; Fund Balance:</b>			<b>191,424.31</b>
<b>Difference (Error):</b>			<b>0.00</b>

**LAGUNA BEACH USD**  
**GL275 Income Statement**  
Subfund: 1313 CAFETERIA  
YTD For Month Ending: 08/31/2017

	Object Codes	Amount	Totals
<b>REVENUE</b>			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	4,473.24	
Interfund Transfers In	(8910-8929)	165,000.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
<b>Total Revenue</b>			<b>169,473.24</b>
<b>EXPENDITURES</b>			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	15,682.80	
Employee Benefits	(3000-3999)	2,995.81	
Supplies and Services	(4000-5999)	5,678.85	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
<b>Total Expenditures</b>			<b>24,357.46</b>
<b>Total Non-Operating Accounts</b>	(9900-9999)		<b>0.00</b>
<b>EXCESS REVENUE OVER EXPENDITURES</b>			<b>145,115.78</b>
<b>BEGINNING FUND BALANCE (9791)</b>		<b>46,273.13</b>	
<b>BEGINNING ADJUSTED BALANCE (9793)</b>		<b>0.00</b>	
<b>BEGINNING RESTATED BALANCE (9795)</b>		<b>0.00</b>	
<b>TOTAL BEGINNING FUND BALANCE</b>			<b>46,273.13</b>
<b>ENDING FUND BALANCE</b>			<b>191,388.91</b>



# LAGUNA BEACH USD

## GL 220 Balance Sheet

Subfund: 1717 Special Reserve Other Than C/O

YTD For Month Ending: 08/31/2017

	Object	Amount	Totals
<b>ASSETS</b>			
CASH IN COUNTY TREASURY (AUTO)	9110	16,146,959.82	
Total Assets:			16,146,959.82
<b>FUND BALANCE</b>			
BEGINNING FUND BALANCE	9791	16,133,086.62	
Total Beginning Fund Balance:		16,133,086.62	
Excess Revenue Over Expenditures:		13,873.20	
Total Fund Balance:		16,146,959.82	
Total Liabilities & Fund Balance:			16,146,959.82
Difference (Error):			0.00

# LAGUNA BEACH USD

## GL275 Income Statement

Subfund: 1717 Special Reserve Other Than C/O

YTD For Month Ending: 08/31/2017

	Object Codes	Amount	Totals
<b>REVENUE</b>			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	13,873.20	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
<b>Total Revenue</b>			<b>13,873.20</b>
<b>EXPENDITURES</b>			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	0.00	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
<b>Total Expenditures</b>			<b>0.00</b>
<b>Total Non-Operating Accounts</b>	(9900-9999)		<b>0.00</b>
<b>EXCESS REVENUE OVER EXPENDITURES</b>			<b>13,873.20</b>
<b>BEGINNING FUND BALANCE (9791)</b>		<b>16,133,086.62</b>	
<b>BEGINNING ADJUSTED BALANCE (9793)</b>		<b>0.00</b>	
<b>BEGINNING RESTATED BALANCE (9795)</b>		<b>0.00</b>	
<b>TOTAL BEGINNING FUND BALANCE</b>			<b>16,133,086.62</b>
<b>ENDING FUND BALANCE</b>			<b>16,146,959.82</b>

**LAGUNA BEACH USD**  
**GL 220 Balance Sheet**  
Subfund: 2525 CAPITAL FACILITIES  
YTD For Month Ending: 08/31/2017

	Object	Amount	Totals
<b>ASSETS</b>			
CASH IN COUNTY TREASURY (AUTO)	9110	321,104.60	
ACCOUNTS RECEIVABLE MANUAL	9205	12,628.00	
<b>Total Assets:</b>			<b>333,732.60</b>
<b>LIABILITIES</b>			
ACCOUNTS PAYABLE MANUAL	9510	27,193.00	
<b>Total Liabilities:</b>		<b>27,193.00</b>	
<b>FUND BALANCE</b>			
BEGINNING FUND BALANCE	9791	283,101.61	
Total Beginning Fund Balance:		283,101.61	
Excess Revenue Over Expenditures:		23,437.99	
<b>Total Fund Balance:</b>		<b>306,539.60</b>	
<b>Total Liabilities &amp; Fund Balance:</b>			<b>333,732.60</b>
<b>Difference (Error):</b>			<b>0.00</b>

**LAGUNA BEACH USD**  
**GL275 Income Statement**  
Subfund: 2525 CAPITAL FACILITIES  
YTD For Month Ending: 08/31/2017

	Object Codes	Amount	Totals
<b>REVENUE</b>			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	25,643.74	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
<b>Total Revenue</b>			<b>25,643.74</b>
<b>EXPENDITURES</b>			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	1,172.00	
Capital Outlays	(6000-6999)	1,033.75	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
<b>Total Expenditures</b>			<b>2,205.75</b>
<b>Total Non-Operating Accounts</b>	(9900-9999)		<b>0.00</b>
<b>EXCESS REVENUE OVER EXPENDITURES</b>			<b>23,437.99</b>
<b>BEGINNING FUND BALANCE (9791)</b>		<b>283,101.61</b>	
<b>BEGINNING ADJUSTED BALANCE (9793)</b>		<b>0.00</b>	
<b>BEGINNING RESTATED BALANCE (9795)</b>		<b>0.00</b>	
<b>TOTAL BEGINNING FUND BALANCE</b>			<b>283,101.61</b>
<b>ENDING FUND BALANCE</b>			<b>306,539.60</b>

**LAGUNA BEACH USD**  
**GL 220 Balance Sheet**  
Subfund: 4040 SPECIAL RESERVE  
YTD For Month Ending: 08/31/2017

	Object	Amount	Totals
<b>ASSETS</b>			
CASH IN COUNTY TREASURY (AUTO)	9110	453,058.37	
<b>Total Assets:</b>			<b>453,058.37</b>
<b>LIABILITIES</b>			
DUE TO OTHER FUNDS	9610	108,895.32	
<b>Total Liabilities:</b>		<b>108,895.32</b>	
<b>FUND BALANCE</b>			
BEGINNING FUND BALANCE	9791	500,275.03	
Total Beginning Fund Balance:		500,275.03	
Excess Revenue Over Expenditures:		-156,111.98	
<b>Total Fund Balance:</b>		<b>344,163.05</b>	
<b>Total Liabilities &amp; Fund Balance:</b>			<b>453,058.37</b>
<b>Difference (Error):</b>			<b>0.00</b>

**LAGUNA BEACH USD**  
**GL275 Income Statement**  
Subfund: 4040 SPECIAL RESERVE  
YTD For Month Ending: 08/31/2017

	Object Codes	Amount	Totals
<b>REVENUE</b>			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	3,323.72	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
<b>Total Revenue</b>			<b>3,323.72</b>
<b>EXPENDITURES</b>			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	0.00	
Capital Outlays	(6000-6999)	159,435.70	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
<b>Total Expenditures</b>			<b>159,435.70</b>
<b>Total Non-Operating Accounts</b>	(9900-9999)		<b>0.00</b>
<b>EXCESS REVENUE OVER EXPENDITURES</b>			<b>-156,111.98</b>
<b>BEGINNING FUND BALANCE (9791)</b>		<b>500,275.03</b>	
<b>BEGINNING ADJUSTED BALANCE (9793)</b>		<b>0.00</b>	
<b>BEGINNING RESTATED BALANCE (9795)</b>		<b>0.00</b>	
<b>TOTAL BEGINNING FUND BALANCE</b>			<b>500,275.03</b>
<b>ENDING FUND BALANCE</b>			<b>344,163.05</b>

**LAGUNA BEACH USD**  
**GL 220 Balance Sheet**  
Subfund: 4041 Special Reserve Aliso Property  
YTD For Month Ending: 08/31/2017

	Object	Amount	Totals
<b>ASSETS</b>			
CASH IN COUNTY TREASURY (AUTO)	9110	5,230,413.65	
<b>Total Assets:</b>			<b>5,230,413.65</b>
<b>FUND BALANCE</b>			
BEGINNING FUND BALANCE	9791	5,225,919.77	
Total Beginning Fund Balance:		5,225,919.77	
Excess Revenue Over Expenditures:		4,493.88	
<b>Total Fund Balance:</b>		<b>5,230,413.65</b>	
<b>Total Liabilities &amp; Fund Balance:</b>			<b>5,230,413.65</b>
<b>Difference (Error):</b>			<b>0.00</b>

# LAGUNA BEACH USD

## GL275 Income Statement

Subfund: 4041 Special Reserve Aliso Property

YTD For Month Ending: 08/31/2017

	Object Codes	Amount	Totals
<b>REVENUE</b>			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	4,493.88	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
<b>Total Revenue</b>			<b>4,493.88</b>
<b>EXPENDITURES</b>			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	0.00	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
<b>Total Expenditures</b>			<b>0.00</b>
<b>Total Non-Operating Accounts</b>	(9900-9999)		<b>0.00</b>
<b>EXCESS REVENUE OVER EXPENDITURES</b>			<b>4,493.88</b>
<b>BEGINNING FUND BALANCE (9791)</b>		<b>5,225,919.77</b>	
<b>BEGINNING ADJUSTED BALANCE (9793)</b>		<b>0.00</b>	
<b>BEGINNING RESTATED BALANCE (9795)</b>		<b>0.00</b>	
<b>TOTAL BEGINNING FUND BALANCE</b>			<b>5,225,919.77</b>
<b>ENDING FUND BALANCE</b>			<b>5,230,413.65</b>



**LAGUNA BEACH USD**  
**GL 220 Balance Sheet**  
Subfund: 4042 Special Reserve Cap Imp plan  
YTD For Month Ending: 08/31/2017

	Object	Amount	Totals
<b>ASSETS</b>			
CASH IN COUNTY TREASURY (AUTO)	9110	3,099,306.63	
<b>Total Assets:</b>			<b>3,099,306.63</b>
<b>LIABILITIES</b>			
<b>Total Liabilities:</b>		<b>0.00</b>	
<b>FUND BALANCE</b>			
BEGINNING FUND BALANCE	9791	3,325,621.16	
Total Beginning Fund Balance:		3,325,621.16	
Excess Revenue Over Expenditures:		-226,314.53	
<b>Total Fund Balance:</b>		<b>3,099,306.63</b>	
<b>Total Liabilities &amp; Fund Balance:</b>			<b>3,099,306.63</b>
<b>Difference (Error):</b>			<b>0.00</b>

# LAGUNA BEACH USD

## GL275 Income Statement

Subfund: 4042 Special Reserve Cap Imp plan

YTD For Month Ending: 08/31/2017

	Object Codes	Amount	Totals
<b>REVENUE</b>			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue \	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	2,867.47	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
<b>Total Revenue</b>			<b>2,867.47</b>
<b>EXPENDITURES</b>			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	0.00	
Capital Outlays	(6000-6999)	229,182.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
<b>Total Expenditures</b>			<b>229,182.00</b>
<b>Total Non-Operating Accounts</b>	(9900-9999)		<b>0.00</b>
<b>EXCESS REVENUE OVER EXPENDITURES</b>			<b>-226,314.53</b>
<b>BEGINNING FUND BALANCE (9791)</b>		<b>3,325,621.16</b>	
<b>BEGINNING ADJUSTED BALANCE (9793)</b>		<b>0.00</b>	
<b>BEGINNING RESTATED BALANCE (9795)</b>		<b>0.00</b>	
<b>TOTAL BEGINNING FUND BALANCE</b>			<b>3,325,621.16</b>
<b>ENDING FUND BALANCE</b>			<b>3,099,306.63</b>

Laguna Beach Unified School District  
Monthly Financial Statements  
Object 5000 Series - Services and Other Operating Costs

As of: 8/31/2017

Object	Description	Budget	Enc To Date	Actual To Date	Balance	% Used
5100	SUBAGREEMENTS FOR SERVICES	2,104,000.00	2,080,283.00	-	23,717.00	98.9%
	<b>Total for: 5100</b>	2,104,000.00	2,080,283.00	-	23,717.00	98.9%
5210	MILEAGE REIMBURSEMENT	9,751.00		1.90	9,749.10	0.0%
5220	TRAVEL & CONFERENCE	172,788.00	65,567.07	7,824.08	99,396.85	42.5%
5240	RECRUITING	3,400.00		450.00	2,950.00	13.2%
5298	TAXABLE MILEAGE-CLASSIFIED	4,800.00	-	400.00	4,400.00	8.3%
5299	TAXABLE MILEAGE-CERTIFICATED	22,500.00	-	5,300.00	17,200.00	23.6%
	<b>Total for: 5200</b>	213,239.00	65,567.07	13,975.98	133,695.95	37.3%
5310	DUES & MEMBERSHIPS	65,095.00	7,164.95	32,441.00	25,489.05	60.8%
	<b>Total for: 5300</b>	65,095.00	7,164.95	32,441.00	25,489.05	60.8%
5450	OTHER INSURANCE	282,113.00		264,685.00	17,428.00	93.8%
	<b>Total for: 5400</b>	282,113.00	-	264,685.00	17,428.00	93.8%
5510	UTILITIES - HEAT	18,955.00	15,570.69	3,383.34	0.97	100.0%
5520	LIGHT & POWER	366,000.00	339,669.93	26,330.07	0.00	100.0%
5530	WATER - UTILITIES	129,000.00	115,661.48	10,662.73	2,675.79	97.9%
5540	TRASH - UTILITIES	61,000.00	36,196.59	7,203.41	17,600.00	71.1%
5545	TREE TRIMMING	30,600.00	6,540.00	-	24,060.00	21.4%
5550	PEST CONTROL	27,160.00	13,275.00	1,200.00	12,685.00	53.3%
5555	SEWER FEES	11,000.00	663.35	4,336.65	6,000.00	45.5%
5560	ALARM MONITORING	77,145.00	54,122.22	10,127.78	12,895.00	83.3%
5570	OTHER OPERATIONS/HOUSEKEEPING	5,000.00	-	-	5,000.00	0.0%
5580	POOL COSTS	50,000.00	-	12,824.02	37,175.98	25.6%
	<b>Total for: 5500</b>	775,860.00	581,699.26	76,068.00	118,092.74	84.8%
5604	FLOOR COVERING	127,902.00	7,788.13	42,492.49	77,621.38	39.3%
5607	PAVING	30,000.00	26,095.00	-	3,905.00	87.0%
5609	ROOFING	14,000.00	13,927.04	-	72.96	99.5%
5610	CONTRACT SERVICES	361,671.00	138,697.27	77,140.18	145,833.55	59.7%
5620	RENTAL EXPENSE	47,740.00	9,732.95	3,474.73	34,532.32	27.7%
5630	COMPUTER REPAIRS/MAINTENANCE	2,400.00	-	-	2,400.00	0.0%
5640	VEHICLE REPAIR	13,000.00	12,920.87	79.13	(0.00)	100.0%
5650	SOFTWARE/COPIER MAINTENANCE FEE	58,995.00	57,123.42	415.08	1,456.50	97.5%
5660	HVAC	123,366.00	73,284.57	15,021.00	35,060.43	71.6%
5661	ELECTRICAL REPAIRS	63,668.00	50,043.00	13,625.00	0.00	100.0%
5662	PLUMBING REPAIRS	49,877.00	31,394.94	4,878.11	13,603.95	72.7%
5670	RISK MANAGEMENT	29,860.00	840.00	1,710.00	27,310.00	8.5%
5675	PAINTING	80,000.00	45,930.00	27,770.00	6,300.00	92.1%
5680	LANDSCAPE/IRRIGATION	365,017.00	335,120.86	29,895.44	0.70	100.0%
5685	ATHLETIC FIELD SUPPLIES	10,050.00	-	-	10,050.00	0.0%
5690	MISC REPAIR	53,606.00	16,788.25	7,209.79	29,607.96	44.8%
5692	OTHER MAINTENANCE SERVICES	88,249.00	83,093.67	5,155.19	0.14	100.0%
	<b>Total for: 5600</b>	1,519,401.00	902,779.97	228,866.14	387,754.89	74.5%

Laguna Beach Unified School District  
Monthly Financial Statements  
Object 5000 Series - Services and Other Operating Costs

As of: 8/31/2017

Object	Description	Budget	Enc To Date	Actual To Date	Balance	% Used
5760	CATERING - FOOD SERVICES	15,625.00			15,625.00	0.0%
	<b>Total for: 5700</b>	15,625.00	-	-	15,625.00	0.0%
5805	ANNUAL SOFTWARE LICENSE FEE	467,530.00	58,210.43	235,587.37	173,732.20	62.8%
5813	SUBSCRIPTIONS - ONLINE	1,340.00	-	200.00	1,140.00	14.9%
5815	ADVERTISING	16,170.00	-	-	16,170.00	0.0%
5820	BANKING SERVICES	23,300.00	-	633.02	22,666.98	2.7%
5825	ADMIN FEE COUNTY TREASURER	3,400.00	-	57.55	3,342.45	1.7%
5830	CONSULTANTS-INSTRUCTIONAL	93,719.00	30,248.84	-	63,470.16	32.3%
5831	CONSULTANTS-OTHER	331,000.00	106,920.81	38,026.24	186,052.95	43.8%
5832	CONSULTANTS-COMPUTER SERVICES	60,000.00	5,545.20	16,214.00	38,240.80	36.3%
5835	LEGAL EXPENSE	190,000.00	188,258.00	1,742.00	0.00	100.0%
5840	AUDITS	37,000.00	20,880.00		16,120.00	56.4%
5845	FINGER PRINTING	6,240.00	6,093.00	147.00	0.00	100.0%
5852	OTHER LOCAL AGENCY FEES	78,111.00	35,007.00	287.81	42,816.19	45.2%
5855	CHARTER BUS-HOME TO SCHOOL	95,500.00	29,985.00	20,015.00	45,500.00	52.4%
5860	MISC OUTSIDE VENDOR	392,269.00	133,083.93	129,456.31	129,728.76	66.9%
5861	COPIER MAINTENANCE FEES	1,000.00	-	-	1,000.00	0.0%
5865	CHARTER BUS-ATHLETIC/FIELD TRP	147,100.00	127,235.08	1,096.23	18,768.69	87.2%
5870	OUTSIDE PRINTING	36,610.00	13,981.06	5,196.92	17,432.02	52.4%
5875	TUITION	196,526.00	39,039.32	14,353.48	143,133.20	27.2%
5877	PRESCHOOL TUITION	39,900.00	21,500.00	1,500.00	16,900.00	57.6%
5878	PARENT REIMBURSEMENT (LEGAL)	442,600.00	208,805.00	61,331.25	172,463.75	61.0%
5880	TRANSPORTATION-IN LIEU	7,800.00	2,000.00	-	5,800.00	25.6%
5881	NPS TRANSPORTATION-IN LIEU	20,000.00	-	-	20,000.00	0.0%
5885	OCCUPATIONAL THERAPY	213,000.00	68,834.00	6,166.00	138,000.00	35.2%
5886	PHYSICAL THERAPY	32,960.00	31,533.50	1,426.50	0.00	100.0%
5887	SPEECH THERAPY	116,030.00	107,045.00	375.00	8,610.00	92.6%
5888	VISION THERAPY	2,750.00	1,640.00	-	1,110.00	59.6%
5889	OTHER THERAPY	159,718.00	117,005.22	21,162.28	21,550.50	86.5%
5890	OTHER EXPENSE	5,373.00	-	-	5,373.00	0.0%
5894	IBI SUPERVISION	10,627.00	7,259.44	3,367.56	0.00	100.0%
5895	OUTSIDE ASSESSMENT FEES	147,726.00	12,225.00	155.00	135,346.00	8.4%
5898	AB3632 ROOM & BOARD	92,000.00	57,068.00	7,967.00	26,965.00	70.7%
	<b>Total for: 5800</b>	3,467,299.00	1,429,402.83	566,463.52	1,471,432.65	57.6%
5910	POSTAGE	31,000.00	19,692.53	7,557.47	3,750.00	87.9%
5920	TELEPHONE SERVICE	53,054.00	32,541.01	8,288.99	12,224.00	77.0%
5930	MOBILE COMMUNICATIONS	32,000.00	29,302.15	2,697.85	0.00	100.0%
5940	INTERNET CONNECTIVITY	69,200.00	62,622.46	3,247.32	3,330.22	95.2%
	<b>Total for: 5900</b>	185,254.00	144,158.15	21,791.63	19,304.22	89.6%
	<b>Total for Major: 5000</b>	<b>8,627,886.00</b>	<b>5,211,055.23</b>	<b>1,204,291.27</b>	<b>2,212,539.50</b>	<b>74.4%</b>

**Laguna Beach Unified School District**

**16. ACTION**

**September 26, 2017**

**Approval: Proclamation in Support of Attendance Awareness Month**

**Proposal**

Staff proposes the Board of Education adopt a proclamation in support of Attendance Awareness Month.

**Background**

September is *Attendance Awareness Month* and as students settle into school, the District stresses the importance of school attendance. The campaign for September Attendance Awareness offers a great opportunity to promote awareness and the value of each instructional minute.

The message to share is that children will learn and succeed in the classroom when the barriers to attendance are removed, good attendance patterns are established and schools celebrate success in punctual and improved attendance.

Attendance also improves when schools closely monitor chronic absence and engage in personalized early outreach and support to students. Monitoring chronic absence is a key LCFF accountability measure within the pupil engagement section of the Local Control and Accountability Plan (LCAP).

**Budget Impact**

There is no impact to the General Fund.

**Recommended Action**

Staff recommends the Board of Education adopt a proclamation in support of Attendance Awareness Month.

**LAGUNA BEACH UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
PROCLAMATION**

**September as “Attendance Awareness Month”**

**WHEREAS**, good attendance is essential to student achievement and graduation, and we are committed to dedicating our resources and attention to reducing chronic absenteeism rates, with a focus starting as early as prekindergarten and kindergarten;

**WHEREAS**, chronic absence – missing 10 percent or more of school for any reason including excused and unexcused absences, or just two or three days a month – is a proven predictor of academic trouble and dropout rates;

**WHEREAS**, chronic absence predicts lower third-grade reading proficiency, course failure and eventual dropout, it weakens our communities and our local economy;

**WHEREAS**, attendance gaps among groups of students often turn into achievement gaps that undermine student success. Chronic absence particularly exacerbates the achievement gap that separates low-income students from their peers, since students from low-income families are both more likely to be chronically absent and more likely to be affected academically by missing school;

**WHEREAS**, absenteeism also undermines efforts to improve struggling schools, since it’s hard to measure improvement in classroom instruction if students are not in class to benefit from them;

**WHEREAS**, all students – even those who show up regularly – are affected by chronic absence because teachers must spend time reviewing for students who missed lessons;

**WHEREAS**, chronic absence can be significantly reduced when schools, families and communities work together to monitor and promote good attendance and address hurdles that keep children from getting to school;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education of Laguna Beach Unified School District proclaims September as “Attendance Awareness Month.” We hereby commit to focusing on reducing chronic absenteeism to give all children an equitable opportunity to learn, grow and thrive academically, emotionally and socially.

Dated this 26<sup>th</sup> day of September, 2017

\_\_\_\_\_  
Jan Vickers, President

\_\_\_\_\_  
Dee Perry, Clerk

\_\_\_\_\_  
Ketta Brown, Member

\_\_\_\_\_  
Carol Normandin, Member

\_\_\_\_\_  
Peggy Wolff, Member

**Laguna Beach Unified School District**

**17. ACTION**

**September 26, 2017**

**Approval: Resolution 17-21: Support for National Bullying Prevention Month**

**Proposal**

October is National Bullying Prevention Month. Staff proposes the Board of Education review and adopt Resolution 17-21: Support of National Bullying Prevention Month.

**Background**

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

Laguna Beach Unified School District is committed to preventing bullying, raising awareness, and addressing the issue through education and support. Each school has implemented a Positive Behavior Interventions and Support (PBIS) program to prevent and reduce bullying on school campuses. In addition, each school involves students in a variety of activities to increase respect for oneself and one another thereby becoming an upstanding student. School counselors are available to help students stand up to bullying, as well as resolve interpersonal conflicts in a constructive manner.

**Budget Impact**

There is no impact to the General Fund.

**Recommended Action**

Staff recommends the Board of Education adopt Resolution 17-21: Support of National Bullying Prevention Month.

## **Laguna Beach Unified School District**

### **Resolution 17-21: Support of National Bullying Prevention Month**

**WHEREAS**, Laguna Beach Unified School District supports the right of students and staff to attend schools that are safe and free from violence, harassment, bullying and discrimination; and

**WHEREAS**, providing a safe school environment that ensures both the physical and emotional safety of students and staff creates the conditions necessary to foster academic achievement; and

**WHEREAS**, bullying, harassment, discrimination and violence, and even the fear of harm can create barriers to learning and contribute to low self-esteem, depression, anger and, in extreme cases, school violence or suicide; and

**WHEREAS**, a safe school is one where teaching and learning are not distracted; disruptions are minimized; drugs, violence, bullying and fear are not present; students are not discriminated against; expectations for behavior are clearly communicated; and consequences for infractions are consistently and fairly applied; and

**WHEREAS**, school districts and county offices of education have a responsibility to ensure a safe school environment that is free of intimidation and harassment; and

**WHEREAS**, the most effective approach to creating safe school environments requires a comprehensive, coordinated effort including school-wide, district-wide and community-wide strategies where all institutions, organizations and individuals must accept responsibility for their critical roles and collaborate to establish a positive environment for teaching and learning; and

**WHEREAS**, the California School Boards Association supports local schools, districts and communities in developing, implementing and monitoring policies and programs to address the prevention, intervention and elimination of bullying, harassment and discrimination; and

**WHEREAS**, the month of October is National Bullying Prevention Month, a campaign in response to the need to raise awareness of bullying that provides schools and communities with an opportunity to educate students, parents and others about their role in bullying prevention;

**NOW, THEREFORE, BE IT RESOLVED** that Laguna Beach Unified School District supports the goals of National Bullying Prevention Month and will work with a broad spectrum of local community stakeholders, parents, students, teachers and staff to develop, implement and monitor policies and programs that foster and support a positive school climate free from harassment, bullying, discrimination and violence; and

**BE IT FURTHER RESOLVED** that Laguna Beach Unified School District urges the state of California to invest in, promote and support comprehensive, coordinated and collaborative strategies to prevent bullying, harassment, discrimination and violence in our schools so that all students have the opportunity to attend school, engage in the classroom and achieve academic success.

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Jan Vickers, President  
Board of Education

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Jason Vilorio, Ed.D.  
Superintendent of Schools

September 26, 2017

Webber/Viloria



## **Laguna Beach Unified School District**

### **18. ACTION**

**September 26, 2017**

**Approval: Mosaic Network, Inc. (CoVitalityApp) Contract for 2017-18 School Year at a Cost Not-to-Exceed \$12,845**

#### **Proposal**

Staff proposes the Board of Education approve the contract to initiate work with Mosaic Network, Inc. ("Mosaic") for the 2017-18 school year, provided that staff is able to negotiate terms and conditions that are acceptable to the district.

#### **Background**

LBUSD is committed to supporting students K-12 in the development of positive personal and interpersonal skills to enhance academic achievement, positive decision-making, and long-term social-emotional health outcomes. In order to more effectively measure social-emotional functioning for students in K-12 grades, a team of mental health professionals within the district evaluated multiple universal screening options. The team recommends the utilization of Mosaic Network Inc.'s online software, CoVitalityApp, as a method of collecting self-report information from students within a two-factor model of mental health: 1) Social-emotional distress, and 2) Co-Vitality, the combination of 12 validated human capital constructs that relate to a student's sense of social and emotional well-being. The team selected the Student Risk Screening Scale (SRSS) as a brief universal screener that measures internalizing and externalizing risk on a 12-item scale for implementation in K-3. There is no cost or contract associated with implementation of the SRSS in K-3.

The proposed contract will enable LBUSD to deliver multiple co-vitality and social-emotional distress measures to students in 4<sup>th</sup>-12<sup>th</sup> grades in October/November and May/June, via an online 48 item survey. The scope of the software agreement includes:

- Software and system configuration, and data frontloading
- Trainings, coaching, and technical assistance in the design, administration, and best-practice data utilization;
- Online application survey administration for unlimited use;
- Comprehensive report portfolio, including student reports and parent communication; classroom reports; schoolwide reports; pre/post results; and districtwide results;
- Data analysis to provide information briefs; student, schoolwide, and districtwide insights and results; and data validity and completeness statistics.

#### **Budget Impact**

The cost of this contract is \$12,845.

#### **Recommended Action**

Staff recommends the Board of Education approve the Mosaic Network, Inc. Contract for the 2017-18 school year, provided that staff is able to negotiate terms and conditions that are acceptable to the district.

## Software License Agreement

This Agreement is made between **Mosaic Network, Inc.** ("Mosaic") with the principal place of business at 5266 Hollister Avenue, Suite 123, Santa Barbara, CA 93111 and **Laguna Beach Unified School District** ("Agency") an organization with the principal place of business at 550 Blumont Street, Laguna Beach, CA 92651.

Mosaic is owner of a software program called CoVitalityApp and supporting documentation for use in the collection, management, and evaluation of student assessments available in the CoVitalityApp ("Software").

Agency has expressed desire to use Software and companion services ("Consultation") for data management and reporting needs related to Agency's social emotional assessment activities.

Mosaic desires to permit such a use of Software by the Agency and to provide Consultation, for a limited time for the purposes of performing student assessment and case management functions for Agency's data and reporting needs related to social emotional learning and complete mental health assessment as per the following terms and conditions:

1. Agreement Term: The agreement as specified in this Agreement (the "Agreement"), shall be effective upon execution by all parties (the "Effective Date") and shall terminate June 30, 2018, unless terminated sooner or extended in writing through a new agreement.
2. Complete Understanding: This Agreement constitutes the sole understanding of the parties about this subject matter. It supersedes all prior agreements, understandings and negotiations, and may not be amended or modified except in writing signed by each of the parties to this Agreement.
3. Services: Mosaic shall provide to the Agency services related to the Software for the period described in Section 2 hereof (the "Term") as per the Scope of Services described in Attachment A - Scope of Services and Payment Schedule attached hereto and incorporated herein by this reference.
4. Compensation: The total amount of compensation to be paid to Mosaic for the use of the Software and associated services shall equal the amount set forth in Attachment A - Scope of Services and Payment Schedule. Mosaic shall request payment by submitting an invoice to Agency. Agency shall pay invoices received from Mosaic according to the terms of this Agreement within thirty (30) days of receipt of Mosaic's invoice.
5. Use of the Software: Except as otherwise provided in this Agreement, Agency shall not sell, transfer, publish, disclose, display or otherwise make available any portion of the Software to others. Agency shall use its reasonable best efforts to cooperate with and assist Mosaic in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein, if any.
6. Data Confidentiality: Mosaic acknowledges that, in the course of meeting its obligations under this Agreement, it may obtain information related to Agency that is of a confidential and proprietary nature ("Agency Confidential Information"). Such Agency Confidential Information may include, but not by way of limitation, personal information, individually identifiable physical or mental health information, and program activity data. Mosaic will ensure that continued confidentiality and security of Agency's Confidential Information is upheld under laws regarding confidentiality of information including, but not limited to, The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and The Family Educational Rights and Privacy Act of 1974 (FERPA). Mosaic and Agency shall establish reasonable procedures by which a parent, legal guardian or eligible student may review

- personally identifiable information on the student's records, correct erroneous information, and procedures for the transfer of student-generated content to a personal account.
7. Proprietary Rights: Mosaic retains title to the Software, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Agency shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software. The Software shall be confidential information of Mosaic and the sole and exclusive property of Mosaic. Mosaic expressly reserves any right not expressly granted to Agency by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software provided to or made by Agency.
  8. Mosaic Proprietary Information: Agency acknowledges that, in the course of meeting its obligations under this Agreement, they will obtain information relating to the Software and to Mosaic that is of a confidential and proprietary nature ("Mosaic Proprietary Information"). Such Mosaic Proprietary Information includes, without limitation, trade secrets, know-how, inventions, techniques, algorithms, programs, documentation and data (except for data entered and input in the Software by the Agency personnel related to their program activity). For purposes of this Agreement, Mosaic Proprietary Information, other than the Software and the Documentation that will be considered Mosaic Proprietary Information regardless of whether it is marked as such, shall be all information clearly marked as such by Mosaic. Agency will at all times, both during the term of this Agreement, and for a period of at least five (5) years after its termination, keep in confidence and trust all such Mosaic Proprietary Information, and will not use such Mosaic Proprietary Information other than as permitted under the terms of this Agreement, nor will Agency disclose any of such Mosaic Proprietary Information without the written consent of Mosaic and pursuant to a standard proprietary information agreement.
  9. Software Warranties: Mosaic expressly disclaims, and Agency hereby expressly waives, all Software warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. Mosaic does not warrant and specifically disclaims any representations that the operation of the Software and/or its use will be uninterrupted or error-free. Mosaic will use its best efforts to correct any errors or defects identified by the parties.
  10. Limitation of Liability: Mosaic shall have no liability with respect to its obligations under this Agreement, as specified in this Agreement, or otherwise for consequential, exemplary, special, indirect, incidental or punitive damages even if it has been advised of the possibility of such damages. This limitation applies to all causes of action or claims in the aggregate, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, and other torts.
  11. Termination: Either party may, by written notice to the other party, terminate this Agreement, as specified in this Agreement, at any time.
  12. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed entirely within that State.
  13. Dispute Filing: Any dispute concerning or arising out of this Agreement shall be filed in either Santa Barbara County Superior Court or the United States District Court for the Central District of California.

IN WITNESS TO WHICH, each party to this Agreement has signed this Agreement on the date indicated, and agrees, for itself, its employees, officers, partners and successors to be fully bound by all terms and conditions of this Agreement.

**Laguna Beach Unified School District**

**Mosaic Network, Inc.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

Prashant Raivaidya  
**Printed Name**

\_\_\_\_\_  
**Title**

President  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

## **Attachment A - Scope of Services and Payment Overview**

<b>Activity</b>	<b>Price</b>	<b>Discounted Price</b>
<b>A. Launch and Training Services</b>		
<b>A1. Kickoff, Onboarding, and Planning</b> - Consult with initiative leadership to plan and launch the project. - Interview key stakeholders to understand initiative's specific workflow. - Plan content and modality of training and implementation support activities. - Identify and engage participants for training-the-trainers sessions.	\$6,200.00	\$4,340.00
<b>A2. Software and System Configuration</b> - Setup the system as per the initiative's workflow. - Setup user accounts as per initiative's data sharing policies. - Configure reports to meet initiatives specific reporting needs.		
<b>A3. Data Frontloading</b> Load data into the system in bulk and from the backend prior to the launch. The goal is to minimize duplicate data entry by staff (if the data is already available in other data sources) and fast-track system usage for survey administration and reporting. The type of data to be frontload may include: - Details of the all sites (e.g. address, strategic priorities, etc.). - Details of staff. - Details of the individual participants. - User accounts and data access/sharing rights.		
<b>A4. Trainings</b> - Conduct train-the-trainer sessions on the policy and research principles. - Provide coaching and technical assistance to trainers as they train staff. - Conduct user trainings on use of the data portal and the reporting tools.		
<b>B. Software As a Service</b>		
<b>B1. District-wide Software License</b> License to use online portal and app for the stakeholders including: - District staff and evaluators. - School administrators and consultants.	\$12,150.00 /year Unlimited Users	<b>\$8,505.00</b> /year <b>Unlimited Users</b>

<u>Activity</u>	<u>Price</u>	<u>Discounted Price</u>
<ul style="list-style-type: none"> <li>- Counselors and professionals.</li> <li>- Teachers.</li> <li>- Participants.</li> </ul>		
<u>B2. Ongoing Toll-Free Help Desk Support</u> <ul style="list-style-type: none"> <li>- Toll-free help-line available to all users from 6am-6pm (PT) / 9am-9pm (ET).</li> <li>- Access to remote-desktop technology for effective data coaching.</li> <li>- 24-Hour emergency support number.</li> </ul>	<b>— Included —</b>	
<u>B3. Ongoing System Maintenance and Hosting Services</u> <ul style="list-style-type: none"> <li>- Secured and HIPAA compliant, and worry-free server hosting.</li> <li>- Routine (nightly and weekly) backups at a secured offsite location.</li> <li>- Just-in-time backups for real-time replication of all data.</li> <li>- Continual monitoring to ensure continued system performance.</li> <li>- Maintenance and upgrades to database and underlying software platform.</li> </ul>	<b>— Included —</b>	

<u>Activity</u>	<u>Price</u>	<u>Discounted Price</u>
<b>C. Online Survey Administration, Reporting and Resources</b>		
<u>C1. Online and App Based Survey Administration</u> <ul style="list-style-type: none"> <li>- Administer surveys (students respond online via app).</li> <li>- Support district and school staff as needed.</li> <li>- Monitor administration progress through the portal.</li> <li>- Review responses and validity analysis in the portal.</li> <li>- Basic reports are readily available in the portal in real-time.</li> </ul>	<b>— Included — (Unlimited Administrations)</b>	
<u>C3. Real-time Access to the Report Package for All Schools</u> <p>Comprehensive report portfolio that includes:</p> <ul style="list-style-type: none"> <li>- Student reports and parent communiques.</li> <li>- Classroom reports.</li> <li>- Schoolwide results.</li> <li>- Pre/Post results.</li> <li>- Districtwide results.</li> </ul>	<b>— Included — (Unlimited Reports and Exports)</b>	
<u>C4. Integrated Resource Library</u> <p>Online library integrated in the portal with resources developed in collaboration with the university partners and the authors:</p> <ul style="list-style-type: none"> <li>- Training manuals including embedded videos.</li> <li>- Webinar recordings.</li> </ul>	<b>— Included —</b>	

<u>Activity</u>	<u>Price</u>	<u>Discounted Price</u>
<ul style="list-style-type: none"> <li>- Follow-up resources.</li> <li>- Research references</li> </ul>		
<b>D. Data Analysis and Results Presentation Services</b>		
Develop a results-portfolio (in the form of a presentation) in collaboration with research and evaluation experts to communicate results to key stakeholders. The presentation to include: <ul style="list-style-type: none"> <li>- Information briefs.</li> <li>- Districtwide insights and results.</li> <li>- Schoolwide insights and results.</li> <li>- Pre/Post analysis (if applicable).</li> <li>- Data validity and completeness statistics.</li> </ul>	\$3,500.00	<b>Waived</b>
<b>E. Research Consultation and Advanced Technical/Assistance</b>		
Partnership for research-informed and result-driven usage including <ul style="list-style-type: none"> <li>- Research-based, best practice and follow up strategies.</li> <li>- Evaluation support to report on school climate.</li> <li>- Customized survey questions and additional measures.</li> <li>- Additional trainings and hands-on workshops.</li> <li>- Research advisory and longitudinal studies.</li> </ul>		<b>Not Included</b>
<b>TOTAL COSTS</b>	<b>\$21,850.00</b>	<b>\$12,845.00</b>

### **Payment Terms**

<u>Payment Number</u>	<u>Payment Percentage (%)</u>	<u>Payment Amount (\$)</u>	<u>Notes</u>
Payment #1	50%	\$6,422.50	Due at Contract Execution
Payment #2	50%	\$6,422.50	Due at End of Screener Administration

## **Laguna Beach Unified School District**

### **19. ACTION**

**September 26, 2017**

**Approval: Memorandum of Understanding Between College and Career Advantage (CCA) and Laguna Beach Unified School District to Employ District and CCA Teachers to Offer Elective Courses at Laguna Beach High School During the 2017-2018 School Year**

#### **Proposal**

Staff proposes that the Board of Education approve a Memorandum of Understanding (MOU) between College and Career Advantage (CCA) and Laguna Beach Unified School District (LBUSD) to offer the following elective courses at Laguna Beach High School:

- Dance III and Dance Company
- Multimedia Production, Multimedia Design, 3D Multimedia Design
- After bell schedule elective courses which are open to students at LBHS as well as students from surrounding school districts:
  - Medical/Hospital Careers course with Internship
  - Emergency Medical Responder
  - Programming/Coding

#### **Background**

CCA will employ Scott Wittkop, a LBUSD teacher, on a 60% contract basis for the 2017-2018 school year to provide Multimedia Design, Multimedia Production and Multimedia 3D Design classes. CCA agrees to reimburse LBUSD for the salary cost of Mr. Wittkop's 60% contract and statutory payroll benefits costs. LBUSD will invoice CCA for this expense at the end of the 2017-2018 school year.

CCA will employ Estee Carrizosa, a LBUSD teacher, on a 40% contract basis for the 2017-2018 school year to provide Dance III and Dance Company classes. CCA agrees to reimburse LBUSD for the salary cost of Ms. Carrizosa's 40% contract, and statutory payroll benefits costs. LBUSD will invoice CCA for this expense at the end of the 2017-2018 school year.

CCA will provide an instructor for the after school Medical/Hospital Careers Internship course. Additional teacher pay is incurred for this course to cover the monitoring of internships, developing partnership agreements, collaborating with site supervisors, and regular required reporting. The course is being offered during the fall semester of the 2017/18 school year. LBUSD will reimburse CCA in the amount of \$5,000.00 per semester for the additional cost of this course.

#### **Budget Impact**

The budget impact for this Memorandum of Understanding is approximately \$118,000.00 to be reimbursed to LBUSD by CCA. Additionally, \$5,000.00 per semester will be paid to CCA by LBUSD.

#### **Recommended Action**

Staff recommends the Board of Education approve the Memorandum of Understanding (MOU) between College and Career Advantage (CCA) and Laguna Beach Unified School District (LBUSD) to offer the above-described elective courses at Laguna Beach High School during the 2017-2018 school year.



**Memorandum of Understanding Between  
College and Career Advantage and  
Laguna Beach Unified School District  
2017-18 School Year**

**College and Career Advantage (CCA)** will employ two Laguna Beach Unified School District (LBUSD) teachers for the 2017-2018 school year to offer the following high school elective classes:

- Dance III and Dance Company
- Multimedia Production, Multimedia Design, Multimedia 3D Design

In addition, CCA will offer the following after bell schedule elective courses which are open to students at LBHS as well as students from surrounding school districts:

- Medical/Hospital Careers course with Internship
- Emergency Medical Responder
- Programming/Coding

CCA will employ Scott Wittkop, a LBUSD teacher, on a 60% contract basis for the 2017-2018 school year to provide Multimedia Production, Multimedia Design and Multimedia 3D Design classes. CCA agrees to reimburse LBUSD for the salary cost of Mr. Wittkop's 60% contract and statutory payroll benefits costs. CCA will employ Estee Carrizosa, a LBUSD teacher, on a 40% contract basis for the 2017-2018 school year to provide Dance III and Dance Company classes. CCA agrees to reimburse LBUSD for the salary cost of Ms. Carrizosa's 40% contract and statutory payroll benefits costs. LBUSD will invoice CCA for the estimated amount of \$118,000.00 for this expense at the end of the 2017-2018 school year.

Additionally, CCA will provide an instructor for the after school Medical/Hospital Careers Internship course. Additional teacher pay is incurred for this course to cover the monitoring of internships, developing partnership agreements, collaborating with site supervisors, and regular required reporting. The course is being offered during the fall semester of the 2017/18 school year. LBUSD will reimburse CCA in the amount of \$5,000.00 per semester for the additional cost of this course.

Board Approved: \_\_\_\_\_

Agreed this date: \_\_\_\_\_

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**Pati Romo, Director  
College and Career Advantage**

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**Jason Vilorio, Ed.D., Superintendent  
Laguna Beach Unified School District**

20. ACTION

September 26, 2017

**Approval:**      **Approval of an Independent Contractor Agreement with Thinking Maps® for *Path to Proficiency for English Language Learners* Teacher Training, in an Amount Not-to-Exceed \$13,205.00**

**Proposal**

Staff proposes the Board of Education approve an Independent Contractor Agreement with Thinking Maps® for *Path to Proficiency for English Language Learners*, to support teachers who have clusters of students who are English Learners. Thinking Maps® will support the District in building visual instructional strategies based on neuroscience.

**Background**

*Path to Proficiency for English Language Learners* is designed for educators who have been trained in Thinking Maps® and who desire to lead their schools or learning communities in acquiring additional information about how the Maps can be extended and adapted to meet all English language proficiency levels. LBUSD hosted this training during the 2016-17 school year, and it was very well received by teachers.

Participants in the training will learn to:

- Implement Thinking Maps Path to Proficiency for English Learners through all K-12 content areas
- Lead learning communities in understanding how Thinking Maps can be adapted and extended to meet the specific needs of English Learners at all levels of language proficiency
- Model how Thinking Maps can be used to assist with research-based English Learners strategies and develop differentiated lesson plan for all language proficiencies
- Model how to teach students to recognize and replicate text structures in written discourse
- Provide practical applications to English Learner theory

The facilitation of the Path to Proficiency training will be done in two sessions. The initial training will be held in November 2017 and will train approximately 15 teachers. The follow-up training will be held in February 2018 and will give teachers strategies for supporting second language learners and build understanding of how to teach language and scaffold learning objectives.

**Budget Impact**

The cost for this training is not-to-exceed \$15,750.00 which includes training and materials.

**Recommended Action**

Staff recommends the Board of Education approve an Independent Contractor Agreement with Thinking Maps® for *Path to Proficiency for English Language Learners*, to support teachers that have clusters of students who are English Learners.

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Laguna Beach Unified School District, hereinafter referred to as "DISTRICT," and **Thinking Maps, Inc**, Address: 400 Cascade Point Lane, Cary, North Carolina, Phone: 919-678-8778; hereinafter referred to as "CONTRACTOR."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Scope of Work. CONTRACTOR shall perform services for the DISTRICT as follows:

**Path to Proficiency professional development and materials to support our English Language Learners (ELL) and ELD cluster teachers. This Agreement includes five days of facilitator training and materials for up to 18 teachers. The professional development dates are November 1-3, 2017 and February 15-16, 2018.**

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT upon Board approval and will diligently perform as required until February 16, 2018.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT **a total fee not to exceed \$15,750.00**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions: **Net 30 days after delivery of service and receipt of invoice to pay.**

4. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows:

**Airfare and baggage costs for the November and February professional development dates.**

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

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

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

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

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

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

10. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any persons, including the DISTRICT or its officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONTRACTOR  
Thinking Maps, Inc.  
401 Cascade Point  
Cary, North Carolina 27513**

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

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

THIS AGREEMENT IS ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

**LAGUNA BEACH UNIFIED SCHOOL DISTRICT CONTRACTOR**

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

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

Superintendent \_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

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

## **Laguna Beach Unified School District**

### **21. ACTION**

**September 26, 2017**

**Approval: Fiscal Crisis and Management Assistance Team (FCMAT) Study Agreement for Special Education Review For a Cost Not-to-Exceed \$40,000**

#### **Proposal**

Staff requests the Board of Education approve the Study Agreement with the Fiscal Crisis Management and Assistance Team (FCMAT) for Special Education review at a cost not-to-exceed \$40,000.

#### **Background**

The Fiscal Crisis and Management Assistance Team (FCMAT) was created by legislation in 1992 as an independent and external state agency. FCMAT's mission is to provide proactive and preventive fiscal, business and management services that help local educational agencies comply with fiscal accountability standards and incorporate best practices.

District staff are recommending the services of FCMAT to perform a Special Education Review. The services of FCMAT will be completed during the 2017/2018 school year. The purpose of the review is for the FCMAT team to:

1. Review the district's implementation of Student Success Teams, Response to Intervention, and Multi-Tiered System of Supports, and make recommendations for improvement, if any.
2. Analyze special education teacher staffing ratios, and class and caseload sizes, using statutory requirements for mandated services and statewide guidelines, and make recommendations for improvement, if any.
3. Review the efficiency of special education paraeducator staffing allocations per education code requirements and/or industry standards, and make recommendations for improvements, if any. Review the procedures for identifying the need for paraeducators, including least restrictive environment and the processes for monitoring the assignment of paraeducators and determining the ongoing need for continued support from year to year. (Include classroom and one-to-one paraeducators.)
4. Analyze staffing and caseloads for related service providers, including but not limited to speech pathologists, psychologists, behavior specialists, adaptive physical education, workability specialist, transition services coordinator, and assistive technology and other staff who are related service providers, and make recommendations for improvement, if any.
5. Determine whether the district overidentifies students for special education services compared to the statewide average, and make recommendations that will reduce over identification, if needed.
6. Analyze whether the district provides a continuum of special education and related services from preschool through age 22, including placements in least restrictive environments, and make recommendations for improvement, if any.
7. Review county office of education, nonpublic school and nonpublic agency costs and placements, and make recommendations for improving the placement process and cost efficiencies, if any.
8. Review the organizational structure and staffing of the special education department in the district's central office to determine whether administrator, special education specialist and clerical support positions and overall functionality are aligned with those of districts of comparable size and structure, and make recommendations for greater efficiencies if needed.



9. Review the costs of due process, mediations, and settlements for the past three years, and make recommendations for improvements, if any.
10. Review the district's unrestricted general fund contribution to special education and make recommendations for greater efficiency, if any.

The FCMAT team will provide a final report to the District with recommendations, if any regarding their scope of work.

**Budget Impact**

Staff recommends approval of a not-to-exceed fee of \$40,000 for the services defined in the study agreement and it will be paid from the General Fund.

**Recommended Action**

Staff recommends the Board of Education approve the Study Agreement with the Fiscal Crisis Management and Assistance Team (FCMAT) for Special Education review at a cost not-to-exceed \$40,000.

# FCMAT

FISCAL CRISIS & MANAGEMENT  
ASSISTANCE TEAM

**CSIS** California School Information Services

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## FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM STUDY AGREEMENT September 8, 2017

The Fiscal Crisis and Management Assistance Team (FCMAT), hereinafter referred to as the team, and the Laguna Beach Unified School District, hereinafter referred to as the district, mutually agree as follows:

### 1. **BASIS OF AGREEMENT**

The team provides a variety of services to local education agencies (LEAs). The district has requested that the team assign professionals to study specific aspects of the district's operations. These professionals may include staff of the team, county offices of education, the California State Department of Education, school districts, or private contractors. All work shall be performed in accordance with the terms and conditions of this agreement.

In keeping with the provisions of Assembly Bill 1200, the county superintendent will be notified of this agreement between the district and FCMAT and will receive a copy of the final report. The final report will also be published on the FCMAT website.

### 2. **SCOPE OF THE WORK**

#### A. Scope and Objectives of the Study

1. Review the district's implementation of Student Success Teams, Response to Intervention, and Multi-Tiered System of Supports, and make recommendations for improvement, if any.
2. Analyze special education teacher staffing ratios, and class and caseload sizes, using statutory requirements for mandated services and statewide guidelines, and make recommendations for improvement, if any.
3. Review the efficiency of special education paraeducator staffing allocations per education code requirements and/or industry standards, and make recommendations for improvements, if any. Review the procedures for identifying the need for paraeducators, including least restrictive environment and the processes for monitoring the assignment of paraeducators and

determining the ongoing need for continued support from year to year.  
(Include classroom and one-to-one paraeducators.)

4. Analyze staffing and caseloads for related service providers, including but not limited to speech pathologists, psychologists, behavior specialists, adaptive physical education, workability specialist, transition services coordinator, and assistive technology and other staff who are related service providers, and make recommendations for improvement, if any.
5. Determine whether the district overidentifies students for special education services compared to the statewide average, and make recommendations that will reduce over identification, if needed.
6. Analyze whether the district provides a continuum of special education and related services from preschool through age 22, including placements in least restrictive environments, and make recommendations for improvement, if any.
7. Review county office of education, nonpublic school and nonpublic agency costs and placements, and make recommendations for improving the placement process and cost efficiencies, if any.
8. Review the organizational structure and staffing of the special education department in the district's central office to determine whether administrator, special education specialist and clerical support positions and overall functionality are aligned with those of districts of comparable size and structure, and make recommendations for greater efficiencies if needed.
9. Review the costs of due process, mediations, and settlements for the past three years, and make recommendations for improvements, if any.
10. Review the district's unrestricted general fund contribution to special education and make recommendations for greater efficiency, if any.

**B. Services and Products to be Provided**

1. Orientation Meeting - The team will conduct an orientation session at the district to brief district management and supervisory personnel on the team's procedures and the purpose and schedule of the study.
2. On-site Review - The team will conduct an on-site review at the district office and at school sites if necessary.
3. Exit Meeting - The team will hold an exit meeting at the conclusion of the on-site review to inform the district of significant findings and recommendations to that point.

4. Exit Letter – Approximately 10 days after the exit meeting, the team will issue an exit letter briefly memorializing the topics discussed in the exit meeting.
5. Draft Report - Electronic copies of a preliminary draft report will be delivered to the district's administration for review and comment.
6. Final Report - Electronic copies of the final report will be delivered to the district's administration and to the county superintendent following completion of the review. Printed copies are available from FCMAT upon request.
7. Follow-Up Support – If requested by the district within six to 12 months after completion of the study, FCMAT will return to the district at no cost to assess the district's progress in implementing the recommendations included in the report. Progress in implementing the recommendations will be documented to the district in a FCMAT management letter. FCMAT will work with the district on a mutually convenient time to return for follow-up support that is no sooner than eight months and no later than 18 months after completion of the study.

### 3. **PROJECT PERSONNEL**

The FCMAT study team may also include:

<i>A. To be determined</i>	<i>FCMAT Staff</i>
<i>B. To be determined</i>	<i>FCMAT Consultant</i>
<i>C. To be determined</i>	<i>FCMAT Consultant</i>
<i>D. To be determined</i>	<i>FCMAT Consultant</i>
<i>E. To be determined</i>	<i>FCMAT Consultant</i>

### 4. **PROJECT COSTS**

The cost for studies requested pursuant to Education Code (EC) 42127.8(d)(1) shall be as follows:

- A. \$650 per day for each staff member while on site, conducting fieldwork at other locations, presenting reports and participating in meetings. The cost of independent FCMAT consultants will be billed at their actual daily rate for all work performed.
- B. All out-of-pocket expenses, including travel, meals and lodging.
- C. The district will be invoiced at actual costs, with 50% of the estimated cost due following the completion of the on-site review and the remaining amount due upon the district's acceptance of the final report.

**Based on the elements noted in section 2A, the total not-to-exceed cost of the study will be \$37,800.**

- D. Any change to the scope will affect the estimate of total cost.

Payments for FCMAT's services are payable to Kern County Superintendent of Schools - Administrative Agent located at 1300 17<sup>th</sup> Street, City Centre, Bakersfield, CA 93301.

**5. RESPONSIBILITIES OF THE DISTRICT**

- A. The district will provide office and conference room space during on-site reviews.
- B. The district will provide the following if requested:
1. Policies, regulations and prior reports that address the study scope.
  2. Current or proposed organizational charts.
  3. Current and two prior years' audit reports.
  4. Any documents requested on a supplemental list. Documents requested on the supplemental list should be provided to FCMAT only in electronic format; if only hard copies are available, they should be scanned by the district and sent to FCMAT in electronic format.
  5. Documents should be provided in advance of fieldwork; any delay in the receipt of the requested documents may affect the start date and/or completion date of the project. Upon approval of the signed study agreement, access will be provided to FCMAT's online SharePoint document repository, where the district will upload all requested documents.
- C. The district's administration will review a preliminary draft copy of the report resulting from the study. Any comments regarding the accuracy of the data presented in the report or the practicability of the recommendations will be reviewed with the team prior to completion of the final report.

Pursuant to EC 45125.1(c), representatives of FCMAT will have limited contact with pupils. The district shall take appropriate steps to comply with EC 45125.1(c).

**6. PROJECT SCHEDULE**

The following schedule outlines the planned completion dates for different phases of the study and will be established upon the receipt of a signed study agreement:

Orientation:	to be determined
Staff Interviews:	to be determined
Exit Meeting:	to be determined
Draft Report Submitted:	to be determined

Final Report Submitted:	to be determined
Board Presentation:	to be determined, if requested
Follow-Up Support:	if requested

7. **COMMENCEMENT, TERMINATION AND COMPLETION OF WORK**

FCMAT will begin work as soon as it has assembled an available and appropriate study team consisting of FCMAT staff and independent consultants, taking into consideration other jobs FCMAT has previously undertaken and assignments from the state. The team will work expeditiously to complete its work and deliver its report, subject to the cooperation of the district and any other parties from which, in the team's judgment, it must obtain information. Once the team has completed its fieldwork, it will proceed to prepare a preliminary draft report and a final report. Prior to completion of fieldwork, the district may terminate its request for service and will be responsible for all costs incurred by FCMAT to the date of termination under Section 4 (Project Costs). If the district does not provide written notice of termination prior to completion of fieldwork, the team will complete its work and deliver its report and the district will be responsible for the full costs. The district understands and agrees that FCMAT is a state agency and all FCMAT reports are published on the FCMAT website and made available to interested parties in state government. In the absence of extraordinary circumstances, FCMAT will not withhold preparation, publication and distribution of a report once fieldwork has been completed, and the district shall not request that it do so.

8. **INDEPENDENT CONTRACTOR**

FCMAT is an independent contractor and is not an employee or engaged in any manner with the district. The manner in which FCMAT's services are rendered shall be within its sole control and discretion. FCMAT representatives are not authorized to speak for, represent, or obligate the district in any manner without prior express written authorization from an officer of the district.

9. **INSURANCE**

During the term of this agreement, FCMAT shall maintain liability insurance of not less than \$1 million unless otherwise agreed upon in writing by the district, automobile liability insurance in the amount required under California state law, and workers compensation as required under California state law. FCMAT shall provide certificates of insurance, with Laguna Beach Unified School District named as additional insured, indicating applicable insurance coverages upon request prior to the commencement of on-site work.

10. **HOLD HARMLESS**

FCMAT shall hold the district, its board, officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of its board, officers, agents and employees undertaken under this agreement. Conversely, the district shall hold FCMAT, its board, officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of its board, officers, agents and employees undertaken under this agreement.

11. **CONTACT PERSON**

Name: Jeff Dixon  
Telephone: (949) 497-7700  
E-mail: [jdixon@lbusd.org](mailto:jdixon@lbusd.org)

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Jason Vioria, Superintendent  
Laguna Beach Unified School District

Date



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September 8, 2017

Michael H. Fine,  
Chief Executive Officer  
Fiscal Crisis and Management Assistance Team

Date

## Laguna Beach Unified School District

### 22. ACTION

September 26, 2017

**Approval: Review of Board Policy, Financial Reserves**

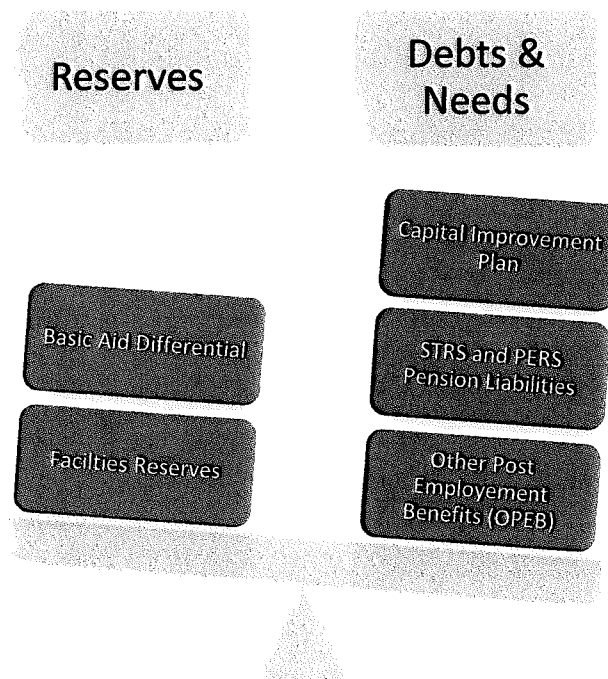
#### Proposal

Staff requests the Board of Education review Board Policy 3001, Financial Reserves, based on annual policy. No changes are recommended or required.

#### Background

Board Policy 3001, section F states: "In September of each school year, the Assistant Superintendent of Business shall present a status report and recommendations to the Governing Board for the allocation of funds to the General Fund Reserve, the Basic Aid Differential Reserve, the Facility Repair and Replacement Plan Reserve, the Aliso Property Reserve, and the Capital Improvement Plan Reserve."

Each year the District must prioritize the current and future needs of the District and focus resources on those needs. Some of those needs are immediate requiring current year spending such as legal settlements for special education or other liabilities; some are identified debts of the past such as unfunded liabilities for STRS, PERS, or OPEB. Some are future needs for unexpected items, cash flow, capital projects, or deferred maintenance. Reserves are established to satisfy these needs.



Laguna Beach USD is classified as a basic aid district, in which revenues from local property tax collections exceed the State per minimum pupil allocation for school districts. The higher property tax sources, along with prudent spending patterns and commitment to a solid reserve policy, ensure a strong financial position for the District.



Pursuant to Resolution No. 00-04, adopted by the Governing Board of the Laguna Beach Unified School District on November 14, 2000, the Governing Board determined it is fiscally prudent to establish a reasonable reserve to mitigate revenue volatility and plan for future expenditures.

The District established a policy to create a Basic Aid Differential in Fund 17 in an amount between the annual local property tax level and the state per pupil amount. Special reserves in fund 40 were added under this reserve calculation in November 2015. Current revenue is budgeted at \$52 million and LCFF Funding is \$22.6 million for a differential amount of \$29.4 million. The current Fund 17 amount is \$16.25 million and Fund 40 has \$6.9 million for a combined sum of \$23.5 million in special reserves.

In 2015, the Board took the following actions, based on staff recommendations:

- 1) Continue to fund basic aid differential;
- 2) Expand the recognition of funds that meet the differential calculation;
- 3) Establish a trust account for OPEB to reflect increased funding levels toward debt obligations. Approve the trust agreement, authorized signers, contribution targets, and investments strategies for OPEB, which is the future obligation of retiree health benefits based on the active employees of today;
- 4) Transfer \$2 million of Fund 17 to the OPEB trust accounts toward liability;
- 5) Transfer from the General Fund an annual amount of actuarial determined liability that exceeds current year payments for benefits from existing retiree payments.

The 2017-18 adopted budget includes a transfer of \$125,000 from Fund 4041 (Aliso Property Reserve) to the General Fund. However, staff recognizes there is a need to maintain and grow the current reserve levels to support the increases in annual expenditures and maintenance of the Basic Aid Differential calculation. As a result, staff will bring forward a revised budget proposal at First Interim that eliminates the transfer of funding from the Aliso Property Reserve to the General Fund and instead transfers the funding to Fund 17. In addition, staff will review available resources and projected expenditures to establish an additional amount of funds transferred into Fund 17 from the General Fund.

### **Budget Impact**

There is no fiscal impact associated with this item.

### **Recommended Action**

Staff recommends the Board of Education maintain the existing language in Board Policy 3001, Financial Reserves.

## **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

Existing Policy

### **FINANCIAL RESERVES**

#### **BP 3001**

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

A. Pursuant to Resolution No. 00-04 adopted by the Governing Board of the Laguna Beach Unified School District on November 14, 2000, the Governing Board determined that it is fiscally prudent to establish a reasonable reserve to mitigate revenue volatility and to plan for future expenditures. Therefore, the Governing Board has determined that its Financial Reserves shall be composed of the following components within the General Fund and Special Reserve Funds:

1. A State mandated General Fund Reserve for uncertainty which is currently legally required to be maintained at least three percent (3%) of the District's current annual budget;
2. A Reserve for Economic Uncertainty which shall be an additional two percent (2%) of the total General Fund Reserve for uncertainty described in subparagraph 1 above;
3. Routine Restricted Maintenance Account (RRMA) under the School Facility Grant Program generally requiring deposit of a minimum of 3% of the total general fund expenditures for each fiscal year, including other financing uses for the applicable fiscal year. With the elimination of the Deferred Maintenance Grant, the RRMA will increase to incorporate the deferred maintenance projects. Under resolution No. 00-02, the RRMA will maintain a 4% reserve balance in the General Fund.
4. A Facilities Repair and Replacement Plan (FRRP) Reserve, a restricted account based on a twenty year projection of the cost of facility construction, repair, maintenance and modernization. The reserve will be adjusted periodically for cost escalation in the original plan;
5. A Basic Aid Differential Reserve to be maintained in perpetuity based on annual recommendations to the Governing Board on the amount of the annual contribution to this reserve necessary to maintain this level of funding. A Basic Aid Differential is the cost of maintaining the District's budget for a period of one year if funded at the Local Control Funding Formula (LCFF). Committed reserves in subfunds under the Special Reserve for Capital Outlay (Fund 40) may also be considered in the differential calculation. Caution: If onetime projects reduce reserves below two-thirds of the Basic Aid Differential, a plan should be developed to determine when reserves are projected to recover above that level.
6. Aliso Property Reserve for the accelerated option under the Option to Re-purchase Agreement with National Church Residences of Laguna Beach. The agreement extends until 2041, but allows for the payoff of the Housing and Urban Development (HUD) loan and transfer of the grant deed in case of default. The executed grant deed is held in custody trust at U.S. Bank.
7. A Capital Improvement Plan (CIP) Reserve, separate and distinct from the FRRP, to provide for the establishment of prioritized projects in a 10-year plan;
8. A Reserve for Specific Designations which shall be established by the Board annually based on actual anticipated expenditures.

B. The Reserve for Specific Designations shall be annually reevaluated when financial information regarding actual anticipated expenditures demonstrates that prudent financial management requires an allocation to this Reserve or a reallocation from it.

C. The annual establishment of the funding levels of the above components of the District's Financial Reserves funds and any periodic adjustment to the funding levels of those components shall occur only after a public hearing is held and before the adoption of the annual budget by the Governing Board.

D. Following the adoption of the District's annual budget by the Governing Board, any subsequent action by the Board to appropriate or reallocate any of the reserve funds from either the State mandated General Fund, Reserve for Economic Uncertainty or the Facility Repair and Replacement Reserve shall require that four-fifths of all of the members of the Governing Board vote to approve such action.

E. The Board requires that the Reserve for Specific Planned Designation shall not be included in the Reserve for Economic Uncertainty as such reserve is defined by the Governmental Accounting Standards Board.

F. In September of each school year, the Assistant Superintendent of Business shall present a status report and recommendations to the Governing Board for the allocation of funds to the General Fund Reserve, the Basic Aid Differential Reserve, the Facility Repair and Replacement Plan Reserve, the Aliso Property Reserve, and the Capital Improvement Plan Reserve.

**Legal Reference:**

Board Resolution No. 00-04

Education Code section 17070.75

Date Policy Adopted By the Board: November 14, 2000, by Resolution 00-04

Date Policy Re-Numbered (from 3101 to 3001) By The Board: November 23, 2004

Date Policy Revised by the Board: May 25, 2010

Date Policy Revised by the Board: May 28, 2013

Date Policy Revised by the Board: February 11, 2014

Date Policy Revised by the Board: November 9, 2015