



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

# **AGENDA**

## **Regular Meeting of the Board of Education**

# **May 28, 2019**

### **Vision:**

We take ownership of each child's learning in our schools, accepting no limits on potential.

### **Mission:**

Each student gains the knowledge, experience, world perspectives, and skills needed to become a lifelong learner and producer in a competitive and interconnected world.

#### **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  
Carol Normandin, Clerk  
James Kelly, Member  
Dee Perry, Member  
Peggy Wolff, Member

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

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

**May 28, 2019**

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

**AGENDA**

**RECORDING OF SCHOOL BOARD MEETINGS**

Open Session School Board Meetings will be video recorded.

- 1. CALL TO ORDER**
- 2. ROLL CALL TO ESTABLISH QUORUM**
- 3. PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS**
- 4. ADJOURN TO CLOSED SESSION**
  - A. STUDENT DISCIPLINE**  
Education Code §§ 48918(c)(1)  
1 Discipline Case Student Number 2018-19-004
  - B. PUBLIC EMPLOYMENT**  
Government Code §54957  
Title: High School Assistant Principal
  - C. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**  
Government Code §54957
  - D. CONFERENCE WITH LABOR NEGOTIATORS**  
Government Code §54957.6
    - i. Employee Organization: LaBUFA  
District Negotiator: Leisa Winston
    - ii. Employee Organization: CSEA  
District Negotiator: Leisa Winston
    - iii. Employee Organization: Unrepresented Employees  
District Negotiator: Leisa Winston
- 5. CALL TO ORDER - OPEN SESSION**
- 6. PLEDGE OF ALLEGIANCE**
- 7. REPORT ON CLOSED SESSION ACTION**
- 8. ADOPTION OF AGENDA**
- 9. RECOGNITIONS**
  - a. Elementary Spelling Bee
  - b. Destination Imagination
  - c. LBUSD Employees of the Year
  - d. LBUSD Retirees
  - e. SchoolPower Teacher Grants

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

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

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

## 11. REPORTS

- *Student Representative(s)*
- *Bargaining Unit Representatives CSEA and LaBUFA*
- *Board Members*
- *Superintendent*
- *Cabinet Members*

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## 12. 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 – May 14, 2019 Regular Meeting
- b. Approval/Ratification of Personnel Report
- c. Approval of Conference/Workshop Attendance
- d. Approval of Agreements for Contracted Services – Special Education
- e. Approval of Agreements for Contracted Services – Technology Services
- f. Approval/Ratification of Warrants #397728 through #397914 in the amount of \$586,073.98 Dates: 05/03/2019 through 05/17/2019
- g. Approval/Ratification of Certificated Payroll 10A in the Amount of \$2,217,690.12  
Approval/Ratification of Classified Payroll 10B in the Amount of \$699,955.07  
Approval/Ratification of Certificated Payroll 10C in the Amount of \$7,000.00
- h. Approval of Agreement for Contracted Services on a Three-Year Annually Renewable Term with Vavrinek, Trine, Day & Co., LLP for District Annual Auditing Services for Fiscal Years 2019-2020 with a Not-to-Exceed Amount of \$38,000; 2020-2021 with a Not-to-Exceed Amount of \$38,700; and 2021-2022 with a Not-to-Exceed Amount of \$39,500
- i. Approval of Community Facilities District 98-1 (Crystal Cove) Administrative Expense Fund Disbursements Totaling \$657.12
- j. Authorization to Renew License to Use Agreement with Orin Neufeld to Operate a Youth Recreation Facility at 2003 Laguna Canyon Road for the 2019-2020 School Year
- k. Approval of Declaration of Need for Fully Qualified Educators for the 2018-2019 School Year

- l. Approval of Declaration of Need for Fully Qualified Educators for the 2019-2020 School Year
- m. Memorandum of Understanding (MOU) for Educational Field Experience Agreement for Student Social Workers Between University of Southern California and Laguna Beach Unified from May 29, 2019, through May 29, 2022
- n. Approval of Stipulated Expulsion Agreement for LBHS Student Number 2018-19-004

## **INFORMATION ITEMS**

### **13. REPORT ON WEIGHTED GRADES/CREDIT AT LAGUNA BEACH HIGH SCHOOL**

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

Staff will provide information to the Board of Education in response to questions presented by the Board and discussion held at the April 23, 2019 Board meeting regarding weighted grades/credit at Laguna Beach High School.

## **ACTION ITEMS**

### **14. MOSAIC NETWORK, INC. (COVITALITYAPP), CALIFORNIA STUDENT PRIVACY AGREEMENT AND SCOPE OF SERVICES FOR THE 2019-20 SCHOOL YEAR AT A COST NOT-TO-EXCEED \$8,505**

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

Staff proposes the Board of Education approve the contract to continue work with Mosaic Network, Inc., for the 2019-20 school year. Staff will utilize Mosaic Network's CoVitalityApp's sequential research services, which include unlimited access to the CoVitality Online Education Research Library.

### **15. APPROVAL OF AN AGREEMENT WITH THE ART OF EDUCATION UNIVERSITY FOR ONLINE PROFESSIONAL DEVELOPMENT IN AN AMOUNT NOT-TO-EXCEED \$7,500**

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

Staff proposes the Board of Education approve an agreement with The Art of Education University to provide Laguna Beach Unified School District visual and performing art (VAPA) teachers with online professional development opportunities.

### **16. APPROVAL TO INCREASE THE EXISTING AGREEMENT WITH BEST BEST & KRIEGER FOR LEGAL COUNSEL RELATED TO SPECIAL EDUCATION ISSUES WITH A NOT-TO-EXCEED AMOUNT OF \$30,000 FOR THE 2018-2019 AND 2019-2020 SCHOOL YEAR**

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

Staff proposes the Board of Education authorize an increase to the existing agreement with Best Best & Krieger for legal services and advice related to special education issues with a not-to-exceed amount of \$30,000.

### **17. APPROVAL OF THE CAREER COUNSELING COORDINATOR JOB DESCRIPTION**

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

Staff proposes the Board of Education approve the job description for Career Counseling Coordinator.

**18. APPROVAL TO INCREASE WORK YEAR OF TRANSITION SERVICES COORDINATOR FROM 11 MONTHS PER YEAR TO 12 MONTHS PER YEAR, BEGINNING WITH THE 2019-20 SCHOOL YEAR**

**– Leisa Winston, Assistant Superintendent, Human Resources/Public Communications**  
Staff proposes the Board of Education approve increasing the work year of the Transition Services Coordinator from 11 months per year to 12 months per year, beginning with the 2019-20 school year.

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

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

**20. ADJOURNMENT**

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

The next Regular Meeting of the Board of Education is **Tuesday, June 11, 2019, 6:00 PM**  
at the Laguna Beach Unified School District Office Board Room  
550 Blumont Street, Laguna Beach, CA  
[www.lbusd.org](http://www.lbusd.org)

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

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

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

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

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

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

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

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

### **REASONABLE ACCOMMODATION**

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



**Laguna Beach Unified School District**

**12.a. CONSENT/ACTION**

**May 28, 2019**

**Approval: Minutes – May 14, 2019 Regular Meeting**

**Board of Education  
Minutes of Regular Meeting  
May 14, 2019**

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**Call to Order**

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

**Roll Call to Establish Quorum**

Quorum was established.

Members Present: Jan Vickers  
Carol Normandin  
Peggy Wolff  
Dee Perry

Member Absent: Jim Kelly

**Public Comment on Closed Session Items**

There were no public comments.

**Adjourn to Closed Session**

Member Normandin moved to adjourn to Closed Session. Member Wolff seconded. Motion carried 4-0-1. Members Vickers, Normandin, Wolff, and Perry voted yes to adjourn to Closed Session at 5:01 p.m. Member Kelly was absent. The following topics were discussed.

**A. STUDENT DISCIPLINE**

(Education Code §§ 35146, 48912, 48918 and 48919) (1 discipline case Student Number 2018-19-003)

**B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

Government Code §54957

**C. CONFERENCE WITH LABOR NEGOTIATORS**

Government Code §54957.6

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

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

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

Motion carried 4-0-1. Members Vickers, Normandin, Wolff, and Perry voted yes to adjourn from Closed Session at 5:33 p.m. Member Kelly was absent.

**Present at Board Meeting**

Members Present: Jan Vickers  
Carol Normandin  
Peggy Wolff  
Dee Perry

Member Absent: Jim Kelly

Employee Group  
Representatives: Sara Hopper, President, LaBUFA  
Margaret Warder, President, CSEA

Staff: Jason Vilorio, Ed.D., Superintendent  
Jeff Dixon, Assistant Superintendent, Business Services  
Leisa Winston, Assistant Superintendent, Human Resources/Public  
Communications  
Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services  
Victoria Webber, Executive Assistant  
Mike Morrison, Chief Technology Officer  
Chad Mabery, Director, Assessment & Accountability  
Ryan Zajda, Director, Facilities  
Chris Duddy, Principal, El Morro Elementary  
Mike Conlon, Principal, Top of the World Elementary  
Jason Allemann, Principal, Laguna Beach High School

**Pledge of Allegiance**

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

**Report of Closed Session Action**

President Vickers stated there was no report from Closed Session.



### **Adoption of Agenda**

Public Comment: None

Member Normandin moved to adopt the agenda. Member Wolff seconded.

Discussion: None

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

There were no recognitions.

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

There were no public comments made on non-agenda items.

### **Reports**

#### **Student Representative – Kaitlin Gunsolley**

Kaitlin reported on the following:

- El Morro
  - CAASPP testing for students in grades 3-5
  - Orientation for incoming 6<sup>th</sup> graders to TMS
- Top of the World
  - CAASPP testing for students in grades 3-5
  - Respectability Month
- Thurston
  - New Parent Orientation night for incoming 6<sup>th</sup> graders
  - WEB presentation
  - CAASPP testing
- LBHS
  - Spirit Week
  - Prom theme is Back to the Future
  - Class of the Clashes competition
  - AP testing\
  - Little Shop of Horrors drama production May 24-26
  - Athletics update

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

- Thanked the Board and administration for the employee appreciation gift

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

- Thanked the Board and administration for the employee appreciation gift
- CSEA employee recognition party May 15
- Negotiations continuing
- Margaret attending the CSEA convention as the delegate

### **Board Members**

Board members reported as follows:

#### **Member Kelly**

- Absent

#### **Member Wolff**

- No report

#### **Member Perry**

- No report

#### **Member Normandin**

- Attended Community Coalition

#### **President Vickers**

- Attended PTA Council
- Attended SchoolPower Endowment

### **Superintendent Vilorio**

- Testing season is upon us, including physical fitness testing
- 780 AP tests have been administered to LBHS students
- Thank you to staff for managing several site issues, including power loss at TOW and TMS

### **Cabinet**

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

- LBUSD celebrates employee appreciation week by combining teacher appreciation week and classified employee week into one week
- The employee appreciate BBQ is June 19

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

- Attending the May Revise workshop next week with Dr. Vilorio and Mrs. Winston

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

- Instruction has been planning for the No Place for Hate and summer school

### **School Power – Sarah Durand**

- Barefoot Golf Classic raised approximately \$62,000 for schools
- The Business Alliance Dinner is next week at the Montage

### **CONSENT CALENDAR**

Member Normandin moved approval of Consent Calendar items a – p. Member Wolff seconded.

Public Comment: None

Discussion: One of the warrant pages is a duplicate.

- a. Approval of Minutes – April 23, 2019 Regular Meeting
- b. Approval/Ratification of Personnel Report
- c. Approval of Student Field Trips
- d. Approval of Agreements for Contracted Services – Special Education
- e. Approval of Agreements for Contracted Services – Technology
- f. Approval/Ratification of Warrants #397487 through #397727 in the amount of \$1,202,610.20 Dates: 04/15/2019 through 05/02/2019
- g. Approval of Memorandum of Agreement with San Joaquin County Office of Education for Programming and Maintenance of SEIS/SIS Integration Component and Services
- h. Approval of Contract for Consulting Services Agreement with Total Compensation Systems, Inc. to Perform Actuarial Valuation Services for the 2019-2020 school year, with a not-to-exceed amount of \$9,000
- i. Approval of Annual Increase to Bus Pass Rates for Home to School Transportation Program Based on the Regional Consumer Price Index (CPI) of 3.18%
- j. Approval for Agreement for Contracted Services with All City Management Services, Inc., to Provide a School Crossing Guard at Thurston Middle School for the 2019-2020 School Year, with a Not-to-Exceed Amount of \$15,052
- k. Approval of Quarterly Report – Board Policy 3002 – Investments
- l. Approval to Renew Contract with Cooperative Organization for the Development of Employment Selection Procedures (CODESP), to Provide Services with Employment Selection Materials and Development with a Not-to-Exceed Amount of \$2,200
- m. Approval of Contract with the Anti-Defamation League for A World of Difference® Professional Development Institute for Laguna Beach Unified School District Staff at a Cost Not-to-Exceed \$4,000
- n. Approval of Educational Fieldwork Agreement with the University of Redlands for 2019-2021
- o. Approval of Student Teaching Agreement with Cal State University, Fullerton for 2019-2025
- p. Approval of Settlement Agreement for LBHS Student Number 2018-19-003

Student Board Representative Piper Warner cast a provisional vote in favor.

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

## **INFORMATION ITEMS**

### **Technology Services Update**

The Board received the technology services update from Mr. Mike Morrison, Ms. Stephanie Gamache, and Mr. Brian Kull. The presentation covered login statistics, research and databases, and K-5 computer science.

### **Update on Audio/Visual Recording Equipment for the Boardroom and Closed Captioning Requirements for Live Streaming During Board Meetings**

The Board of Education received the update on the audiovisual equipment in the boardroom from Mr. Mike Morrison and the closed captioning requirements for live streaming from Dr. Vilorio and Mrs. Webber. Staff sought direction from the Board on the next steps.

Board members asked clarifying questions and discussion was held. The Board reached consensus to place live streaming on a hiatus until staff has completed an investigation into potential options to become compliant with requirements of the American Disabilities Act. Staff will continue to record the meetings and post to the website the next day with closed captioning. Staff will bring back a contract to approve the audio/visual recording equipment.

## **ACTION ITEMS**

### **Approval of a Memorandum of Understanding with the City of Laguna Beach for a Jointly Operated Adult Education Program in an Amount Not-to-Exceed 95 Percent of the Annual Adult Education Program Grant**

Dr. Odipo introduced the item, thanking Mr. Dixon and Dr. Mabery for their work on the MOU with the City. The goal is to expand programs available to adult students, with an emphasis on career based courses.

Public Comment: None

Board Member Questions: None

Member Normandin moved approval. Member Wolff seconded.

Discussion was held regarding teachers and requirements.

Student Board Representative Piper Warner cast a provisional vote in favor.

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

**Approval of Independent Contractor Agreement with the Boys and Girls Club of Laguna Beach for the Social Skills Facilitation Project in the amount of \$34,020**

Dr. Odipo introduced the item noting the important partnership between LBUSD and the Boys and Girls Club of Laguna Beach.

Public Comment: None

Board Member Questions: None

Member Normandin moved approval. Member Wolff seconded.

Discussion: The Board is grateful for the program.

Student Board Representative Piper Warner cast a provisional vote in favor.

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

**Approval of an agreement with Kelvin Education, Inc., for the 2019-20 School Year at a Cost Not-to-Exceed \$5,858**

Dr. Odipo introduced the item stating this agreement complements the Universal Screener program already in place in LBUSD and the standard of care. The plan is to pilot in a few grade levels.

Public Comment: None

Board Member Questions: None

Member Normandin moved approval. Member Wolff seconded.

Discussion: The Board is pleased with the idea behind the agreement and noted the extensive agreement and the protection of student data. The Board thanked staff for linking the LCAP goal to the project in the Board item.

Student Board Representative Piper Warner cast a provisional vote in favor.

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

**Approval of a Contract with Apex Learning to Provide the Apex Learning Digital Curriculum and Services for the Purpose of Online Credit Recovery Courses, Effective June 1, 2019, through June 30, 2020, in an Amount Not-to-Exceed \$7,000**

Dr. Odipo stated the APEX is the most widely used platform for online credit recovery in Orange County.

Public Comment: None

Board Member Questions: None

Member Normandin moved approval. Member Wolff seconded.

Discussion: Board members asked about costs for additional materials. Dr. Odipo stated there would be a better sense of what the needs are after summer school.

Student Board Representative Piper Warner cast a provisional vote in favor.

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

**Approval of an Agreement with the Orange County Department of Education for Project-Based Learning (PBL) Professional Development in an Amount Not-to-Exceed \$8,125, Plus Teacher and Substitute Pay**

Dr. Odipo stated this is brought forward as a recommendation from the professional development advisory committee.

Public Comment: None

Board Member Questions: None

Member Normandin moved approval. Member Wolff seconded.

Discussion:

Student Board Representative Piper Warner cast a provisional vote in favor.

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

**Approval to Increase Contract with Nicole Miller & Associates, Inc., to Conduct Risk Management Investigations with a Not-to-Exceed Amount of \$30,000**

Mrs. Winston stated this amended will finish out this school year.

Public Comment: None

Board Member Questions: Board members asked for the total amount of the contract with amendments.

Member Normandin moved approval. Member Wolff seconded.

Discussion: None

Student Board Representative Piper Warner cast a provisional vote in favor.

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

**Approval to Renew Contract with Durham School Services, L.P. for School Transportation Services on a Unit Cost Basis for the 2019/20 Fiscal Year in an Amount Not-To-Exceed \$1,700,000.00**

Mr. Zajda introduced the item stating this is the first renewal. The contract be renewed a total of five times. The contract now includes costs for athletics transportation, which Durham was not able to provide for LBUSD previously.

Public Comment: None

Board Member Questions: None

Member Normandin moved approval. Member Wolff seconded.

Discussion: The Board confirmed the athletics transportation piece.

Student Board Representative Piper Warner cast a provisional vote in favor.

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



**Approval to Renew Contract with American Logistics Company, LLC. for Individualized Transportation Services on a Unit Cost Basis for the 2019/20 Fiscal Year in an Amount Not-To-Exceed \$360,000**

Mr. Zajda introduced the item. American Logistics provides bus services for home to school transportation and outside of the district for special education. This is the first renewal.

Public Comment: None

Board Member Questions: None

Member Normandin moved approval. Member Wolff seconded.

Discussion: The Board asked if staff received good reports on the service being provided.

Student Board Representative Piper Warner cast a provisional vote in favor.

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

**Approval to Renew Contract with Brightview Landscape Services, Inc. for Grounds Maintenance Services on a Unit Cost Basis for the 2019/20 Fiscal Year in an Amount Not-To-Exceed \$360,000**

Mr. Zajda introduced the item. This is for routine landscape maintenance and is the first renewal of this contract.

Public Comment: None

Board Member Questions: None

Member Normandin moved approval. Member Wolff seconded.

Discussion: The Board is pleased Briteview has been response to the requests of the community.

Student Board Representative Piper Warner cast a provisional vote in favor.

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

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

Student Representative(s) – no requests

Member Perry requested a Board item for *One On Campus* to present information on a recovery program for student suspensions. Member Wolff requested the Board receive more information on this program via the Weekly Board Update before making a decision. Member Normandin agreed. Consensus was reached that staff will review and formulate the next steps if they believe this program would benefit LBUSD.

President Vickers shared information on screen time and the effects on parents and children. She commented on the excellent presentation and experience offered by Denise Pope.

She asked for an update on the status of posting public records requests on the LBUSD website. She also asked if cabinet would be attending the Board Governance and Protocols workshop on May 30. Dr. Vilorio stated cabinet would attend the afternoon session.

### **Adjournment**

Member Normandin moved to adjourn. Member Wolff seconded.

The next regular Board meeting is scheduled for May 28, 2019.

Motion carried 4-0-1. Members Vickers, Normandin, Wolff, and Perry voted yes to adjourn the meeting. Member Kelly was absent. The meeting adjourned at 7:25 p.m.

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Carol Normandin  
Clerk of the Board  
May 28, 2019

**Laguna Beach Unified School District**

**12.b. CONSENT/ACTION**

**May 28, 2019**

**Approval/Ratification:      Personnel Report**

**Proposal**

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

**Background**

It is necessary to process various personnel actions to meet staffing and operational needs. Compensation to personnel is within budgeted amounts in accordance with Board of Education policy.

**Budget Impact**

Expenditures are within budgeted appropriations as indicated.

**Recommended Action**

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

**PERSONNEL REPORT****May 28, 2019****I. RETIREMENTS:**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Robert Billinger PC05HAP101	Assistant Principal Laguna Beach High School	June 30, 2019
Teryl Campbell PC08EST111	Elementary School Teacher Top of the World Elementary	June 21, 2019
Odile Dewar PC05HST101	High School Teacher Laguna Beach High School	June 21, 2019
Ina Inouye PC06MST112	Middle School Teacher Thurston Middle School	June 21, 2019
Carrie Leventhal PC06MST130	Middle School Teacher Thurston Middle School	June 21, 2019
Sean Mehegan PC05HST121	High School Teacher Laguna Beach High School	June 21, 2019
Patti Rabun PC08EST101	Elementary School Teacher Top of the World Elementary	June 21, 2019
Anna Tejchman PC06MST126	Middle School Teacher Thurston Middle School	June 21, 2019

**II. RESIGNATIONS:**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Valerie Steinbergs PC04RSP101	RSP Teacher Laguna Beach High School	June 21, 2019

**III. EMPLOYMENT:**

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

**IV. EMPLOYMENT: Student Worker/Workability Program**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Matthew Gallegos	Student Worker - Workability Laguna Beach High School 0104644575-2960 NTE: 50 hours	June 15, 2019 to August 26, 2019 Workability Funds \$12.00 per hour

**V. EMPLOYMENT: Stipends**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Alexandra Olvey	NGSS Preparations Thurston Middle School 0106091008-1370	March 1, 2019 to March 30, 2019 NTE: \$462.53

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

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Randi Beckley	Strengths Finder Curriculum Planning Thurston Middle School      General Fund 0106011008-1130      \$40.97 per hour NTE: 40 hours	July 8, 2019 to July 12, 2019
Carrie Denton	Attendance at AP Summer Institute Laguna Beach High School      General Fund 0105011012-1130      \$40.97 per hour NTE: 32 hours	July 22, 2019 to July 25, 2019
Mindy Hawkins	IEP Prep, Paperwork for Employee on Leave Laguna Beach High School      Special Ed Funds 0104602120-1130      \$40.97 per hour NTE: 35 hours	April 16, 2019 to June 20, 2019
Marlo Jensma	Specialized Instruction per IEP Laguna Beach High School      Special Ed Funds 0104602120-2150      \$26.69 per hour NTE: 24 hours	April 30, 2019 to June 20, 2019
Nikki Romano	Technology & Reception Assistant District Office      General Fund 0113457175-2490      Short Term Assignment Range: 30 Step: F      \$30.20 per hour NTE: 8 hours Reason: Working out-of-class to cover leave of absence	April 1, 2019 to April 12, 2019
Aliya Shah	Fit Club Leader Top of the World Elementary      Special Ed Funds 0104613150-2150      \$28.11 per hour NTE: 48 hours	February 15, 2019 to June 21, 2019

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

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Jordan Burton	8th Grade Musical Choreographer Thurston Middle School      PA Funds 0106315015-2970      \$32.45 per hour NTE: 46.25 hours	March 22, 2019 to June 12, 2019
Alfredo Hernandez	Brass Instructor Laguna Beach High School      PA Funds 0105315016-2970      \$28.11 per hour NTE: 49.5 hours	May 1, 2019 to June 20, 2019

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

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Michael Irish	Acting Classes Instructor	June 10, 2019 to
	Thurston Middle School and PA Funds	June 14, 2019
	Laguna Beach High School \$32.45 per hour	
	0106315015-2970	
	NTE: 30 hours	

**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: Short Term Assignments - PTA**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Allyce Archie	Coding Class Development	May 1, 2019 to
	Top of the World Elementary PTA Funds	December 31, 2019
	0108015600-2145 \$28.11 per hour	
	NTE: 30 hours	

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

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

Fall Sports Calendar 2018/19:

In-Season: August 6 - November 2, 2018  
CIF Playoff: November 2 - December 8, 2018

Winter Sports Calendar 2018/19:

In-Season: November 12 - February 1, 2019  
CIF Playoff: February 5 to March 9, 2019

Spring Sports Calendar 2018/19:

In-Season: February 9 - May 11, 2019  
CIF Playoff: April 27 - May 29, 2019

**Swimming - Coed**

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Kari Damato	Head Coach, CIF	\$1,529.80
Nicole Clark	Assistant Coach, CIF	\$666.04
Ethan Damato	Assistant Coach, CIF	\$666.04
Curt Wilson	Assistant Coach, CIF	\$100.00

**XI. EMPLOYMENT/RELEASES: Short Term Assignments - Coaches/General Fund (continued)****Track - Boys**

<b><u>Name:</u></b>	<b><u>Position:</u></b>	<b><u>Stipend:</u></b>
Tommy Newton-Neal	Head Coach, CIF	\$1,973.47
Ryan Belsito	Assistant Coach, CIF	\$666.04

**Track - Girls**

<b><u>Name:</u></b>	<b><u>Position:</u></b>	<b><u>Stipend:</u></b>
Steve Lalim	Head Coach, CIF	\$1,381.61
Fred Pichay	Assistant Coach, CIF	\$333.02
Aliya Shah	Assistant Coach, CIF	\$666.04

**Sand Volleyball - Girls**

<b><u>Name:</u></b>	<b><u>Position:</u></b>	<b><u>Stipend:</u></b>
Steve McFadden	Head Coach, CIF	\$333.02
Nicolette Martin	Assistant Coach, CIF	\$234.35

**Tennis - Boys**

<b><u>Name:</u></b>	<b><u>Position:</u></b>	<b><u>Stipend:</u></b>
Rick Conkey	Head Coach, CIF	\$986.74
Audrey Le Pottier	Assistant Coach, CIF	\$166.51
Nicolas Radisay	Assistant Coach, CIF	\$333.02
Hayden Seitz	Assistant Coach, CIF	\$166.51

**Volleyball - Boys**

<b><u>Name:</u></b>	<b><u>Position:</u></b>	<b><u>Stipend:</u></b>
Doug Mauro	Head Coach, CIF	\$493.37
Paul Cuevas	Assistant Coach, CIF	\$333.02

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

Work Site: Laguna Beach High School

Booster Account: 0105315310-1185/2140

**Fall Sports Calendar 2018/19:**

In-Season:	August 6 - November 2, 2018
CIF Playoff:	November 2 - December 8, 2018

**Winter Sports Calendar 2018/19:**

In-Season:	November 12 - February 1, 2019
CIF Playoff:	February 5 to March 9, 2019

**Spring Sports Calendar 2018/19:**

In-Season:	February 9 - May 11, 2019
CIF Playoff:	April 27 - May 29, 2019

None



**XIII. Employment, Resignation and Release- Substitute Teachers & Classified Substitutes:**

**Resignation:**

**Name:**

Terry Leonard

**Classification:**

Substitute Teacher

**Effective Date:**

May 2, 2019

**Laguna Beach Unified School District**

**12.c. CONSENT/ACTION**

**May 28, 2019**

**Approve/Ratify: Conference/Workshop Attendance**

**Proposal**

Staff proposes the Board of Education approve the following request for attendance at a conference/workshop.

**Conferences**

Jason Vilorio – “Challenge Success 2019 Summer Leadership Seminar” – July 18-19, 2019 - Palo Alto, CA. Dr. Vilorio will attend with the middle school team and Dr. Keller to explore the S.P.A.C.E. framework for school change through interactive presentations and workshops and learn new strategies to improve student well-being and promote academic engagement in our school community. The costs below are for Dr. Vilorio.

Fiscal Impact:

\$	600.00	Registration
\$	250.00	Transportation
\$	335.00	Lodging
\$	50.00	Meals
\$	<u>300.00</u>	Car Rental/Gas/Park
\$	1,535.00	Total

Account #0101377350 – 5220 - Superintendent Culture/Climate - Travel

**Total Fiscal Impact: \$ 1,535.00**

**Laguna Beach Unified School District**

**12.d. CONSENT/ACTION**

**May 28, 2019**

**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 necessary services for eligible special education students that cannot presently be provided by District staff. Approval will maintain District compliance with Education Codes.

**Budget Impact**

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

**Recommended Action**

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

**Laguna Beach Unified School District**

**Agreements for Contracted Services – May 28, 2019**

<b>Contractor</b>	<b>Description of Services</b>	<b>Term</b>	<b>Funding</b>	<b>Estimated Cost</b>
Amendment to Settlement Agreement Board approved 8/21/18	Student is placed at Monarch Center for Autism of Bellefaire JCB. Services include education, board & care, mental health services, 1:1 aide	11/02/18-06/30/20	Non-Public School	See below for 18/19 costs
Addendum Monarch Center for Autism of Bellefaire JCB	1:1 aide for a special education student	12/01/18-06/30/19	Non-Public School 0104632210-5875-\$25,000 0104632210-5100-\$ 7,860	\$32,860
Independent Contract OC SLLC, Inc.	Intervention using Seeing Stars program to assist with decoding weaknesses for a special education high school student	06/24/19-07/26/19	Outside Agency 0104632900-5889	\$ 6,000
Independent Contract OC SLLC, Inc.	Intervention using Seeing Stars program to assist with decoding weaknesses for a special education elementary student	06/24/19-08/23/19	Outside Agency 0104632900-5889	\$ 8,000
Parent Reimbursement	Reimbursement for mileage for a special education student per IEP	07/01/19-06/30/20	Mileage Reimbursement 0104256700-5880	\$ 1,450
Independent Contract Family Tree Optometric	Vision Therapy for a special education student	07/01/19-06/30/20	Outside Agency 0104632900-5888	\$ 6,416

Independent Contract Cindy Cottier, SLP	Consultation on learning applications and assistive technology evaluations	07/01/19-06/30/20	Outside Agency 0104192430-5895	\$ 6,900
Independent Contract Seaside Solutions	Counseling for a special education student	07/01/19-06/30/20	Outside Agency 0104132750-5889	\$ 5,500
Parent Reimbursement	Parent Travel to RTC/Student home visit from RTC	07/01/19-06/30/20	Parent Reimbursement 0104256700-5881	\$ 3,500
Parent Reimbursement	Parent Travel to RTC/Student home visit from RTC	07/01/19-06/30/20	Parent Reimbursement 0104256700-5881	\$ 3,500
Parent Reimbursement	Parent Travel to RTC/Student home visit from RTC	07/01/19-06/30/20	Parent Reimbursement 0104256700-5881	\$ 1,500
Independent Contract Loryn McGill, SLP	Speech services for a special education student	07/01/19-06/30/20	Outside Agency 0104632900-5887	\$ 9,500

**Laguna Beach Unified School District**

**12.e. CONSENT/ACTION**

**May 28, 2019**

**Approval/Ratification: 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 approve the following contracts.

**Laguna Beach Unified School District**

**Technology Contracts/Licenses - May 28, 2019**

<b>Contractor</b>	<b>Description of Services</b>	<b>Term</b>	<b>Funding</b>	<b>Estimated Cost</b>
OCDE	Internet Access	7/1/19 - 6/30/20 Renewal	N/A	No cost
OCDE	Network Support for OCDE	7/1/19 - 6/30/20 Renewal	0113457175-5805	\$ 2,400
OCDE	Annual Software Support Services Financial System	7/1/19 - 6/30/20 Renewal	0113457175-5805	\$20,515
Amplified IT	Google Administrative Support Tools (Gopher Pack Domain, Onboarding and Support)	5/29/19-5/28/20	0113457175-5805	\$ 1,669
Houghton Mifflin Harcourt	Read 180, Reading Counts, Reading Inventory and System 44 Hosting Renewals	7/1/19-6/30/20 Renewal	0113017175-5805	\$18,371



GradeSlam	Online Tutoring Grades 6-12 \$20 per learning moment, not to exceed \$36,000	7/1/19-6/30/20 Renewal	0113457175-5805	\$36,000
Raptor Technologies	Visitor Management System	4/1/19-3/30/20 Ratify Renewal	0113457175-5805	\$ 2,700

**Laguna Beach Unified School District**

**12.f. CONSENT/ACTION**

**May 28, 2019**

**Approval: Warrants #397728 Through #397914 in the Amount of \$586,073.98**  
**Dates: 05/03/2019 through 05/17/2019**

**Proposal**

Staff proposes the Board of Education approve/ratify Warrants #397728 through #397914 in the amount of \$586,073.98.

**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 2018/2019 District Operating Budgets.

**Recommended Action**

Staff recommends the Board of Education approve/ratify the warrants in the amount of \$586,073.98.

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397728	05/03/19	Aardvark Clay & Suppli	MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS	858.66
						CHECK TOTAL:	858.66
00397729	05/03/19	BLICK ART MATERIALS	MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS	4,019.70
						CHECK TOTAL:	4,019.70
00397730	05/03/19	Cintas Corporation Loc	OTHER CUSTODIAL SUPPLIES	0108477409	4361	OTHER CUSTODIAL SUPPLIES	452.49
						CHECK TOTAL:	452.49
00397731	05/03/19	Debbie Finnerty	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	154.06
			MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	45.94
						CHECK TOTAL:	200.00
00397732	05/03/19	Dustin Gowan	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	41.41
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	147.53
						CHECK TOTAL:	188.94
00397733	05/03/19	Greco, Lara	4/3-4/6 - NCTM MATH CONFERENCE	0105011012	5220	TRAVEL & CONFERENCE	1,593.64
						CHECK TOTAL:	1,593.64
00397734	05/03/19	HdL Coren & Cone	CONSULTANTS-OTHER	0102397406	5831	CONSULTANTS-OTHER	7,200.00
						CHECK TOTAL:	7,200.00
00397735	05/03/19	Irish, Angela C.	MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	127.66
			MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	156.51
						CHECK TOTAL:	284.17
00397736	05/03/19	Jun Shen	REFRESHMENTS - NOT FOOD SERV	0105015590	4325	REFRESHMENTS - NOT FOOD	3,755.79
						CHECK TOTAL:	3,755.79
00397737	05/03/19	Karol, Alexis	MISC OUTSIDE VENDOR	0105114695	5860	MISC OUTSIDE VENDOR	500.00
			MISC OUTSIDE VENDOR	0105315015	5860	MISC OUTSIDE VENDOR	986.11
						CHECK TOTAL:	1,486.11
00397738	05/03/19	Mabery, Chard	10/28-10/29 - STEAM SYMPOSIUM	0102015380	5220	TRAVEL & CONFERENCE	26.00
			11/1 - ED LAW CONF	0109397150	5220	TRAVEL & CONFERENCE	5.00
						CHECK TOTAL:	31.00
00397739	05/03/19	Maintex	OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	947.26
			CUSTODIAL CONSUMABLES(PAPER)	0106477409	4360	CUSTODIAL CONSUMABLES(PA	2,261.86
			OTHER CUSTODIAL SUPPLIES	0107477409	4361	OTHER CUSTODIAL SUPPLIES	148.27
			OTHER CUSTODIAL SUPPLIES	0107477409	4361	OTHER CUSTODIAL SUPPLIES	434.68
			OTHER CUSTODIAL SUPPLIES	0108477409	4361	OTHER CUSTODIAL SUPPLIES	69.82
						CHECK TOTAL:	3,861.89

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397740	05/03/19	MATTHIAS, MEGAN	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	11.99
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	226.47
						CHECK TOTAL:	238.46
00397741	05/03/19	MATTSON, KIMBERLY	MILEAGE - 2/4/19 - 2/26/19	0109397150	5210	MILEAGE REIMBURSEMENT	16.70
			MILEAGE - 1/9/19 - 1/30/19	0109397150	5210	MILEAGE REIMBURSEMENT	21.34
			MILEAGE - 3/5/19 - 3/28/19	0109397150	5210	MILEAGE REIMBURSEMENT	36.08
						CHECK TOTAL:	74.12
00397742	05/03/19	Nugent, William Paul	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	319.26
						CHECK TOTAL:	319.26
00397743	05/03/19	Ocean View School	APRIL 2019	0104632210	5100	SUBAGREEMENTS FOR SERVIC	4,110.90
						CHECK TOTAL:	4,110.90
00397744	05/03/19	Pacific Coast Entertai	MISC OUTSIDE VENDOR	0105315017	5860	MISC OUTSIDE VENDOR	1,215.40
						CHECK TOTAL:	1,215.40
00397745	05/03/19	Smardan Supply Co	EQUIPMENT-NEW \$500-\$5000	0102477408	4410	EQUIPMENT-NEW \$500-\$5000	531.87
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	48.90
						CHECK TOTAL:	580.77
00397746	05/03/19	SPEAR Sports Performan	3/25/19 - 4/5/19	0105315040	5860	MISC OUTSIDE VENDOR	1,600.00
						CHECK TOTAL:	1,600.00
00397747	05/03/19	TalkAbroad Inc.	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	1,000.00
						CHECK TOTAL:	1,000.00
00397748	05/03/19	Tuff Shed	EQUIPMENT-NEW \$500-\$5000	0105011075	4410	EQUIPMENT-NEW \$500-\$5000	4,247.54
						CHECK TOTAL:	4,247.54
00397749	05/03/19	VERTICAL TRANSPORT INC	OTHER MAINTENANCE SERVICES	0105477408	5692	OTHER MAINTENANCE SERVIC	213.83
			OTHER MAINTENANCE SERVICES	0105477408	5692	OTHER MAINTENANCE SERVIC	375.00
						CHECK TOTAL:	588.83
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							37,907.67

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397750	05/06/19	Atkinson Andelson Loya	MARCH 2019	0102397400	5835	LEGAL EXPENSE	7,050.00
			MARCH 2019	0110397140	5835	LEGAL EXPENSE	3,738.75
						CHECK TOTAL:	10,788.75
00397751	05/06/19	Denise Grey	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	12.99
			MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	186.00
						CHECK TOTAL:	198.99
00397752	05/06/19	Dunn Edwards Paint	MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	1,050.83
						CHECK TOTAL:	1,050.83
00397753	05/06/19	Fisher Science Educati	MATERIALS & SUPPLIES-INSTRUCT	0108015600	4310	MATERIALS & SUPPLIES-INS	159.75
						CHECK TOTAL:	159.75
00397754	05/06/19	Ganahl Lumber	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	11.71
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	39.58
						CHECK TOTAL:	51.29
00397755	05/06/19	Irish, Angela C.	MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	151.47
						CHECK TOTAL:	151.47
00397756	05/06/19	JENNIFER TONEY SPEECH	SPEECH THERAPY	0104632900	5887	SPEECH THERAPY	5,525.00
						CHECK TOTAL:	5,525.00
00397757	05/06/19	JFK Transportation	1/4 - LOS ALAMITOS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	400.00
			1/17 - CORONA DEL MAR	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	393.00
			4/6 - RIVERSIDE KING	0105315016	5865	CHARTER BUS-ATHLETIC/FIE	631.25
						CHECK TOTAL:	1,424.25
00397758	05/06/19	JW Pepper	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	215.50
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	29.62
						CHECK TOTAL:	245.12
00397759	05/06/19	Maintex	OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	139.13
			OTHER CUSTODIAL SUPPLIES	0107477409	4361	OTHER CUSTODIAL SUPPLIES	683.06
						CHECK TOTAL:	822.19
00397760	05/06/19	Maria Hoffman	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	19.99
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	107.91
						CHECK TOTAL:	127.90
00397761	05/06/19	OCEAN Institute	5/28 - HOUSE FOR HERMIT CRAB	0108015570	5860	MISC OUTSIDE VENDOR	129.00
						CHECK TOTAL:	129.00

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397762	05/06/19	Office Depot	GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	48.26
			GENERAL SUPPLIES-NON INSTRUCT	0104072000	4340	GENERAL SUPPLIES-NON INS	627.58
			GENERAL SUPPLIES-NON INSTRUCT	0104072000	4340	GENERAL SUPPLIES-NON INS	-538.73
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	9.33
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	91.33
			GENERAL SUPPLIES-NON INSTRUCT	0108091005	4340	GENERAL SUPPLIES-NON INS	148.80
CHECK TOTAL:							386.57
00397763	05/06/19	SAUCEDO, ALICIA	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	127.19
			MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	62.95
			CHECK TOTAL:				190.14
00397764	05/06/19	Southern California Se	OTHER MAINTENANCE SERVICES	0102477408	5692	OTHER MAINTENANCE SERVIC	558.78
						CHECK TOTAL:	
00397765	05/06/19	Southwest School and O	COPIER PAPER	0107011005	4312	COPIER PAPER	1,374.46
						CHECK TOTAL:	
00397766	05/06/19	Staples Advantage	COPIER PAPER	0102397400	4312	COPIER PAPER	344.15
			COPIER PAPER	0106011008	4312	COPIER PAPER	860.38
			CHECK TOTAL:				1,204.53
00397767	05/06/19	The Institute for Mult	SUBSCRIPTIONS	0107011005	4368	SUBSCRIPTIONS	239.95
						CHECK TOTAL:	
00397768	05/06/19	The LaunchPad Therapy	APRIL 2019	0104632900	5885	OCCUPATIONAL THERAPY	2,182.50
			APRIL 2019	0104632900	5885	OCCUPATIONAL THERAPY	3,507.50
			CHECK TOTAL:				5,690.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							30,318.97

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397769	05/07/19	Alvarez, Mark	4/26-4/27- CHALLENGE SUCCESS	0101377350	5220	TRAVEL & CONFERENCE	49.60
						CHECK TOTAL:	49.60
00397770	05/07/19	Bandettini, Sandra	GENERAL SUPPLIES-NON INSTRUCT	0102115398	4340	GENERAL SUPPLIES-NON INS	29.77
						CHECK TOTAL:	29.77
00397771	05/07/19	Barber & Gonzales Cons	CONSULTANTS-OTHER	0101377130	5831	CONSULTANTS-OTHER	2,951.33
						CHECK TOTAL:	2,951.33
00397772	05/07/19	BLICK ART MATERIALS	MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS	47.80
						CHECK TOTAL:	47.80
00397773	05/07/19	Caputo,Christopher J.	MISC OUTSIDE VENDOR	0105315015	5860	MISC OUTSIDE VENDOR	5,350.00
						CHECK TOTAL:	5,350.00
00397774	05/07/19	Cintas Corporation Loc	OTHER CUSTODIAL SUPPLIES	0108477409	4361	OTHER CUSTODIAL SUPPLIES	234.16
			OTHER CUSTODIAL SUPPLIES	0108477409	4361	OTHER CUSTODIAL SUPPLIES	373.01
			OTHER CUSTODIAL SUPPLIES	0107477409	4361	OTHER CUSTODIAL SUPPLIES	143.86
						CHECK TOTAL:	751.03
00397775	05/07/19	COAST TO COAST COMPUTE	PRINTERS <\$250 & INK/SUPPLIES	0105011012	4322	PRINTERS <\$250 & INK/SUP	784.04
						CHECK TOTAL:	784.04
00397776	05/07/19	Federal Express Corp	POSTAGE/DELIVERY	0104072000	5910	POSTAGE/DELIVERY	44.51
						CHECK TOTAL:	44.51
00397777	05/07/19	Grainger	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	321.46
						CHECK TOTAL:	321.46
00397778	05/07/19	Intermountain	MARCH 2019 - OT	0104632210	5100	SUBAGREEMENTS FOR SERVIC	339.00
			MARCH 2019	0104632210	5100	SUBAGREEMENTS FOR SERVIC	2,920.00
			MARCH 2019	0104632210	5889	OTHER THERAPY	8,060.00
			MARCH 2019	0104632210	5898	AB3632 ROOM & BOARD	1,550.00
						CHECK TOTAL:	12,869.00
00397779	05/07/19	Laguna Beach Water Dis	2/26/19 - 4/26/19	0107477409	5530	WATER - UTILITIES	561.86
			2/26/19 - 4/26/19	0107477409	5530	WATER - UTILITIES	1,737.15
			2/26/19 - 4/26/19	0107477409	5530	WATER - UTILITIES	566.61
			2/26/19 - 4/26/19	0107477409	5530	WATER - UTILITIES	1,841.31
						CHECK TOTAL:	4,706.93
00397780	05/07/19	Laguna Graphic Arts In	GENERAL SUPPLIES-NON INSTRUCT	0109397150	4340	GENERAL SUPPLIES-NON INS	431.00
						CHECK TOTAL:	431.00



Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397781	05/07/19	Learning for Living In	CONSULTANTS-INSTRUCTIONAL	0105011012	5830	CONSULTANTS-INSTRUCTIONA	5,500.00
						CHECK TOTAL:	5,500.00
00397782	05/07/19	Mardan Center of Educa	APRIL 2019	0104632210	5875	TUITION	3,110.49
			APRIL 2019 - SPEECH	0104632210	5875	TUITION	210.00
						CHECK TOTAL:	3,320.49
00397783	05/07/19	Margaretich, Kathleen	MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	95.98
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	48.02
						CHECK TOTAL:	144.00
00397784	05/07/19		4/22/19 - 4/26/19	0104632900	5878	PARENT REIMBURSEMENT (LE	1,625.00
			4/29/19 - 5/3/19	0104632900	5878	PARENT REIMBURSEMENT (LE	1,300.00
						CHECK TOTAL:	2,925.00
00397785	05/07/19	Musical Theatre Intern	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	495.00
						CHECK TOTAL:	495.00
00397786	05/07/19	Office Depot	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	20.53
						CHECK TOTAL:	20.53
00397787	05/07/19	Profoma True Marketing	MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	533.48
						CHECK TOTAL:	533.48
00397788	05/07/19	Smardan Supply Co	EQUIPMENT-NEW \$500-\$5000	0102477408	5662	PLUMBING REPAIRS	201.43
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	26.52
						CHECK TOTAL:	227.95
00397789	05/07/19	Southern California Se	OTHER MAINTENANCE SERVICES	0102477408	5692	OTHER MAINTENANCE SERVIC	155.50
						CHECK TOTAL:	155.50
00397790	05/07/19	Sparkletts	MISC OUTSIDE VENDOR	0102397400	5860	MISC OUTSIDE VENDOR	258.56
						CHECK TOTAL:	258.56
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							41,917.98

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397791	05/09/19	2S Publishing LLC	MISC OUTSIDE VENDOR	0105114695	5860	MISC OUTSIDE VENDOR	650.00
						CHECK TOTAL:	650.00
00397792	05/09/19	Acorn Media	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	116.85
						CHECK TOTAL:	116.85
00397793	05/09/19	Air-Ex Air Conditionin	HVAC	0107477408	5660	HVAC	216.10
						CHECK TOTAL:	216.10
00397794	05/09/19	Apple Computer Inc.	EQUIPMENT-NEW \$500-\$5000	0101377100	4410	EQUIPMENT-NEW \$500-\$5000	2,623.25
						CHECK TOTAL:	2,623.25
00397795	05/09/19	BLICK ART MATERIALS	MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS	69.92
						CHECK TOTAL:	69.92
00397796	05/09/19	Blue Mango Multimedia	ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	1,069.20
						CHECK TOTAL:	1,069.20
00397797	05/09/19	Burnham Benefits Insur	MAY 2019	0102397400	5831	CONSULTANTS-OTHER	5,000.00
						CHECK TOTAL:	5,000.00
00397798	05/09/19	Calcoast Team Sports I	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	1,750.00
						CHECK TOTAL:	1,750.00
00397799	05/09/19	California Association	TRAVEL & CONFERENCE	0102013060	5220	TRAVEL & CONFERENCE	2,580.00
						CHECK TOTAL:	2,580.00
00397800	05/09/19	CALIFORNIA SCHOOLS EMP	MAY 2019	0102017400	3401	HEALTH & WELFARE, CERTIF	19,309.35
			MAY 2019	0102017400	3401	HEALTH & WELFARE, CERTIF	2,796.31
			MAY 2019	0102397400	3402	HEALTH & WELFARE,CLASSIF	9,510.58
			MAY 2019	0102397400	3402	HEALTH & WELFARE,CLASSIF	1,377.28
			MAY 2019	0102397400	5831	CONSULTANTS-OTHER	543.00
						CHECK TOTAL:	33,535.52
00397801	05/09/19	CDW GOVERNMENT LLC	EQUIPMENT-COMPUTER \$500-\$5000	0113017175	4460	EQUIPMENT-COMPUTER \$500-	1,743.58
						CHECK TOTAL:	1,743.58
00397802	05/09/19		APRIL 2019 - EXTENDED DAY	0104602150	5877	PRESCHOOL TUITION	225.00
						CHECK TOTAL:	225.00
00397803	05/09/19	Cox Communications	APRIL 2019	0113457175	5940	INTERNET CONNECTIVITY	97.68
			MAY 2019	0113457175	5940	INTERNET CONNECTIVITY	160.93
						CHECK TOTAL:	258.61

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397804	05/09/19	ExploreLearning LLC	ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE	4,950.00
						CHECK TOTAL:	4,950.00
00397805	05/09/19		APRIL 2019 - EXTENDED DAY	0104602150	5877	PRESCHOOL TUITION	240.00
						CHECK TOTAL:	240.00
00397806	05/09/19	HI-TECH Cabling Inc.	CONSULTANTS-COMPUTER SERVICES	0113457175	5832	CONSULTANTS-COMPUTER SER	624.24
						CHECK TOTAL:	624.24
00397807	05/09/19	McCluan, Jennifer Hele	CONSULTANTS-INSTRUCTIONAL	0102015380	5830	CONSULTANTS-INSTRUCTIONA	1,850.00
						CHECK TOTAL:	1,850.00
00397808	05/09/19	Office Depot	GENERAL SUPPLIES-NON INSTRUCT	0109397150	4340	GENERAL SUPPLIES-NON INS	64.54
						CHECK TOTAL:	64.54
00397809	05/09/19	Ralphs Grocery Company	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	25.00
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	25.00
						CHECK TOTAL:	50.00
00397810	05/09/19	Stoneware Inc.	ANNUAL SOFTWARE LICENSE FEE	0113015040	5805	ANNUAL SOFTWARE LICENSE	128.00
						CHECK TOTAL:	128.00
00397811	05/09/19	TNT Musicals LLC	MISC OUTSIDE VENDOR	0105315015	5860	MISC OUTSIDE VENDOR	1,000.00
						CHECK TOTAL:	1,000.00
00397812	05/09/19	Turner, Bridget	MISC OUTSIDE VENDOR	0105315017	5860	MISC OUTSIDE VENDOR	268.80
						CHECK TOTAL:	268.80
00397813	05/09/19	Waste Management of OC	MAY 2019	0102477409	5540	TRASH - UTILITIES	233.42
			MAY 2019	0105477409	5540	TRASH - UTILITIES	1,370.50
			MAY 2019	0106477409	5540	TRASH - UTILITIES	476.41
			MAY 2019	0107477409	5540	TRASH - UTILITIES	447.11
						CHECK TOTAL:	2,527.44
00397814	05/09/19	West-Lite Supply Compa	ELECTRICAL REPAIRS	0107477408	5661	ELECTRICAL REPAIRS	643.49
						CHECK TOTAL:	643.49
00397815	05/09/19		APRIL 2019 - EXTENDED DAY	0104602150	5877	PRESCHOOL TUITION	220.00
						CHECK TOTAL:	220.00
00397816	05/09/19	XVR Software LLC	EQUIPMENT-NEW \$500-\$5000	0113457175	4410	EQUIPMENT-NEW \$500-\$5000	1,379.60
			CONSULTANTS-COMPUTER SERVICES	0113457175	5832	CONSULTANTS-COMPUTER SER	296.00
						CHECK TOTAL:	1,675.60

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							64,081.14

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397817	05/10/19	Beacon Day School	APRIL 2019	0104632210	5875	TUITION	9,270.25
						CHECK TOTAL:	9,270.25
00397818	05/10/19	BERTRAND'S HORN IMPROV	MATERIALS & SUPPLIES-INSTRUCT	0106015060	4310	MATERIALS & SUPPLIES-INS	365.01
			MATERIALS & SUPPLIES-INSTRUCT	0106015060	4310	MATERIALS & SUPPLIES-INS	246.78
			MATERIALS & SUPPLIES-INSTRUCT	0106015060	4310	MATERIALS & SUPPLIES-INS	122.72
			MATERIALS & SUPPLIES-INSTRUCT	0106015060	4310	MATERIALS & SUPPLIES-INS	149.74
			MATERIALS & SUPPLIES-INSTRUCT	0106015060	4310	MATERIALS & SUPPLIES-INS	13.55
			MISC REPAIR	0102011190	5690	MISC REPAIR	178.00
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	180.08
			MATERIALS & SUPPLIES-INSTRUCT	0106015060	4310	MATERIALS & SUPPLIES-INS	83.94
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	131.15
			MISC REPAIR	0102011190	5690	MISC REPAIR	170.98
			MATERIALS & SUPPLIES-INSTRUCT	0106015060	4310	MATERIALS & SUPPLIES-INS	37.70
						CHECK TOTAL:	1,679.65
00397819	05/10/19	BLICK ART MATERIALS	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	143.55
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	632.53
						CHECK TOTAL:	776.08
00397820	05/10/19		MAY 2019	0104632900	5878	PARENT REIMBURSEMENT (LE	3,950.00
			MILEAGE - APRIL 2019	0104256700	5880	TRANSPORTATION-IN LIEU	400.64
						CHECK TOTAL:	4,350.64
00397821	05/10/19	GST	EQUIPMENT-NEW >\$5000	0105491075	6410	EQUIPMENT-NEW >\$5000	10,599.41
			EQUIPMENT-NEW \$500-\$5000	0106011008	4410	EQUIPMENT-NEW \$500-\$5000	2,868.33
			EQUIPMENT-NEW >\$5000	0108011005	6410	EQUIPMENT-NEW >\$5000	7,633.16
			EQUIPMENT-NEW >\$5000	0113018640	6410	EQUIPMENT-NEW >\$5000	930.38
			EQUIPMENT-NEW >\$5000	0113018640	6410	EQUIPMENT-NEW >\$5000	7,633.15
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	360.00
			COMPUTER REPAIRS/MAINTENANCE	0113457175	5630	COMPUTER REPAIRS/MAINTEN	137.76
			EQUIPMENT-NEW >\$5000	0113457175	6410	EQUIPMENT-NEW >\$5000	13,784.13
						CHECK TOTAL:	43,946.32
00397822	05/10/19		MAY 2019	0104632900	5878	PARENT REIMBURSEMENT (LE	2,260.00
						CHECK TOTAL:	2,260.00
00397823	05/10/19	Maintex	OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	105.58
			CUSTODIAL CONSUMABLES(PAPER)	0106477409	4360	CUSTODIAL CONSUMABLES(PA	319.88
			OTHER CUSTODIAL SUPPLIES	0107477409	4361	OTHER CUSTODIAL SUPPLIES	-193.99
						CHECK TOTAL:	231.47
00397824	05/10/19	Orange County Therapy	APRIL 2019	0104632900	5100	SUBAGREEMENTS FOR SERVIC	17,100.00
			APRIL 2019	0104632900	5100	SUBAGREEMENTS FOR SERVIC	2,100.00

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			APRIL 2019	0104632900	5886	PHYSICAL THERAPY	3,240.00
						CHECK TOTAL:	22,440.00
00397825	05/10/19	Ralphs Grocery Company	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	99.88
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	75.10
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	60.06
						CHECK TOTAL:	235.04
00397826	05/10/19	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	70.32
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	91.24
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	1.31
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	914.92
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	12.91
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	61.37
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	54.20
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	147.05
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	192.20
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	10.26
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	101.61
						CHECK TOTAL:	1,657.39
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							86,846.84

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397827	05/13/19	Aliso Niguel High Scho	MISC OUTSIDE VENDOR	0105311075	5860	MISC OUTSIDE VENDOR	650.00
						CHECK TOTAL:	650.00
00397828	05/13/19	ANDERSON, DARCI	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	175.28
						CHECK TOTAL:	175.28
00397829	05/13/19	Apple Computer Inc.	EQUIPMENT-COMPUTER \$500-\$5000	0113457175	4460	EQUIPMENT-COMPUTER \$500-	1,156.55
						CHECK TOTAL:	1,156.55
00397830	05/13/19	Fisher Science Educati	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	59.35
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	163.92
						CHECK TOTAL:	223.27
00397831	05/13/19	Grainger	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	38.64
						CHECK TOTAL:	38.64
00397832	05/13/19	Likins, Elizabeth	MILEAGE - 4/19/19 - 5/9/19	0104644575	5210	MILEAGE REIMBURSEMENT	30.51
						CHECK TOTAL:	30.51
00397833	05/13/19	OCDE	CONSULTANTS-INSTRUCTIONAL	0102014586	5830	CONSULTANTS-INSTRUCTIONA	10,800.00
						CHECK TOTAL:	10,800.00
00397834	05/13/19	PITNEY BOWES GLOBAL FI	3/1/19 - 5/29/19	0102397400	5620	RENTAL EXPENSE	653.88
						CHECK TOTAL:	653.88
00397835	05/13/19	RGP INDUSTRIES, INC.	EQUIPMENT-NEW \$500-\$5000	0105114695	4410	EQUIPMENT-NEW \$500-\$5000	3,709.00
						CHECK TOTAL:	3,709.00
00397836	05/13/19	Signature Party Rental	RENTAL EXPENSE	0110397140	5620	RENTAL EXPENSE	765.59
						CHECK TOTAL:	765.59
00397837	05/13/19	Southwest School and O	MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	143.74
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	460.95
						CHECK TOTAL:	604.69
00397838	05/13/19	Timothy Alger	ALL OTHER LOCAL REVENUE	0100000000	8699	ALL OTHER LOCAL REVENUE	25,335.64
						CHECK TOTAL:	25,335.64
00397839	05/13/19	XVR Software LLC	CONSULTANTS-COMPUTER SERVICES	0113457175	5832	CONSULTANTS-COMPUTER SER	2,400.00
						CHECK TOTAL:	2,400.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							46,543.05

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397840	05/14/19	Acorn Naturalists	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	38.55
						CHECK TOTAL:	38.55
00397841	05/14/19	BRIGNAC, ROI	TRAVEL & CONFERENCE	0113457175	5220	TRAVEL & CONFERENCE	25.64
						CHECK TOTAL:	25.64
00397842	05/14/19	Brown, Jeanne	4/26-4/27 - CHALLENGE SUCCESS	0101377350	5220	TRAVEL & CONFERENCE	32.00
						CHECK TOTAL:	32.00
00397843	05/14/19	Certified Transportati	CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	1,763.90
						CHECK TOTAL:	1,763.90
00397844	05/14/19	COAST TO COAST COMPUTE	PRINTERS <\$250 & INK/SUPPLIES	0105011012	4322	PRINTERS <\$250 & INK/SUP	523.64
						CHECK TOTAL:	523.64
00397845	05/14/19	Jennifer Lundblad	REFRESHMENTS - NOT FOOD SERV	0105015040	4325	REFRESHMENTS - NOT FOOD	213.15
						CHECK TOTAL:	213.15
00397846	05/14/19	McGill, Loryn Rachel	APRIL 2019	0104632900	5887	SPEECH THERAPY	625.00
						CHECK TOTAL:	625.00
00397847	05/14/19	MORRISON, MICHAEL	3/14 - CUE CONF	0113457175	5220	TRAVEL & CONFERENCE	82.36
						CHECK TOTAL:	82.36
00397848	05/14/19	Neal, Lance	4/3-4/7 - CSADA	0105011012	5220	TRAVEL & CONFERENCE	120.33
						CHECK TOTAL:	120.33
00397849	05/14/19	Western Psychological	TESTS/SCORING	0104613150	4330	TESTS/SCORING	332.00
						CHECK TOTAL:	332.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							3,756.57



Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397850	05/15/19	AGParts	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	929.50
						CHECK TOTAL:	929.50
00397851	05/15/19	ALL CITY MANAGEMENT SE	4/7/19 - 4/20/19	0106098040	5860	MISC OUTSIDE VENDOR	384.80
						CHECK TOTAL:	384.80
00397852	05/15/19	Apple Computer Inc.	COMPUTER SUPPLIES	0113457175	4460	EQUIPMENT-COMPUTER \$500-	406.17
			EQUIPMENT-COMPUTER \$500-\$5000	0113017175	4460	EQUIPMENT-COMPUTER \$500-	1,725.77
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	1,113.06
			EQUIPMENT-COMPUTER \$500-\$5000	0113457175	4460	EQUIPMENT-COMPUTER \$500-	1,458.55
						CHECK TOTAL:	4,703.55
00397853	05/15/19	Compete Performance LL	MISC OUTSIDE VENDOR	0105311075	5860	MISC OUTSIDE VENDOR	405.00
						CHECK TOTAL:	405.00
00397854	05/15/19	Cox Communications	MAY 2019	0100005090	8699	ALL OTHER LOCAL REVENUE	-75.00
			MAY 2019	0100005090	8699	ALL OTHER LOCAL REVENUE	-6,222.28
			MAY 2019	0113457175	5940	INTERNET CONNECTIVITY	268.21
			MAY 2019	0113457175	5940	INTERNET CONNECTIVITY	11,983.13
			APRIL 2019	0113457175	5940	INTERNET CONNECTIVITY	1,889.16
						CHECK TOTAL:	7,843.22
00397855	05/15/19	Crisp Imaging	CONTRACT SERVICES	0102477408	5610	CONTRACT SERVICES	8.53
						CHECK TOTAL:	8.53
00397856	05/15/19	Dunn Edwards Paint	MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	100.82
						CHECK TOTAL:	100.82
00397857	05/15/19	Fan, Ermei	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	67.93
			MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	288.64
						CHECK TOTAL:	356.57
00397858	05/15/19	Ferranto, Rochelle Jea	MISC OUTSIDE VENDOR	0106015040	5860	MISC OUTSIDE VENDOR	1,000.00
						CHECK TOTAL:	1,000.00
00397859	05/15/19	GST	EQUIPMENT-NEW \$500-\$5000	0109397150	4410	EQUIPMENT-NEW \$500-\$5000	1,011.55
						CHECK TOTAL:	1,011.55
00397860	05/15/19	Home Depot	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	-41.20
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	41.20
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	10.70
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	129.17
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	456.11
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	570.01

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	175.79
			MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	13.55
			MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	9.78
			MATERIALS & SUPPLIES-INSTRUCT	0108015600	4310	MATERIALS & SUPPLIES-INS	429.92
			GENERAL SUPPLIES-NON INSTRUCT	0108015600	4340	GENERAL SUPPLIES-NON INS	268.30
			MATERIALS & SUPPLIES-INSTRUCT	0108477408	4362	MAINTENANCE SUPPLIES	279.20
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	280.13
						CHECK TOTAL:	2,622.66
00397861	05/15/19	JFK Transportation	CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	393.00
						CHECK TOTAL:	393.00
00397862	05/15/19	Laguna Graphic Arts In	MISC OUTSIDE VENDOR	0105315015	5860	MISC OUTSIDE VENDOR	523.80
			MISC OUTSIDE VENDOR	0105315015	5860	MISC OUTSIDE VENDOR	991.84
			MISC OUTSIDE VENDOR	0105315015	5860	MISC OUTSIDE VENDOR	3,609.63
			MISC OUTSIDE VENDOR	0105315015	5860	MISC OUTSIDE VENDOR	1,901.79
			OUTSIDE PRINTING	0105315017	5870	OUTSIDE PRINTING	1,155.62
						CHECK TOTAL:	8,182.68
00397863	05/15/19	McKinley Elevator Corp	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	979.11
						CHECK TOTAL:	979.11
00397864	05/15/19	NASCO MODESTO	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	71.92
						CHECK TOTAL:	71.92
00397865	05/15/19	New Haven Youth & Fami	APRIL 2019	0104132750	5889	OTHER THERAPY	2,126.67
						CHECK TOTAL:	2,126.67
00397866	05/15/19	NICOLE MILLER & ASSOCI	CONSULTANTS-OTHER	0110397140	5831	CONSULTANTS-OTHER	14,214.00
						CHECK TOTAL:	14,214.00
00397867	05/15/19	Office Depot	PRINTERS <\$250 & INK/SUPPLIES	0101377100	4322	PRINTERS <\$250 & INK/SUP	36.09
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	238.96
			GENERAL SUPPLIES-NON INSTRUCT	0104072000	4340	GENERAL SUPPLIES-NON INS	389.30
			COPIER PAPER	0108011005	4312	COPIER PAPER	284.26
			PRINTERS <\$250 & INK/SUPPLIES	0108011005	4322	PRINTERS <\$250 & INK/SUP	86.03
			PRINTERS <\$250 & INK/SUPPLIES	0108015040	4322	PRINTERS <\$250 & INK/SUP	2,082.69
			GENERAL SUPPLIES-NON INSTRUCT	0108091005	4340	GENERAL SUPPLIES-NON INS	90.83
						CHECK TOTAL:	3,208.16
00397868	05/15/19	Pasco Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	2,628.89
						CHECK TOTAL:	2,628.89
00397869	05/15/19	PITNEY BOWES GLOBAL FI	RENTAL EXPENSE	0102397400	5620	RENTAL EXPENSE	339.32

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
						CHECK TOTAL:	339.32
00397870	05/15/19	Resilient Communicatio	CONSULTANTS-COMPUTER SERVICES	0113457175	5832	CONSULTANTS-COMPUTER SER	1,650.00
						CHECK TOTAL:	1,650.00
00397871	05/15/19	Staples Advantage	GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	51.90
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	68.95
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	495.44
			COPIER PAPER	0105011012	4312	COPIER PAPER	1,376.61
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	29.37
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	28.81
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	20.55
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	141.40
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	17.64
						CHECK TOTAL:	2,230.67
00397872	05/15/19	Sukonick, David	MISC OUTSIDE VENDOR	0105315017	5860	MISC OUTSIDE VENDOR	900.00
						CHECK TOTAL:	900.00
00397873	05/15/19	TLC Child & Family Ser	APRIL 2019	0104632210	5898	AB3632 ROOM & BOARD	10,808.00
			APRIL 2019	0104632210	5875	TUITION	4,043.34
						CHECK TOTAL:	14,851.34
00397874	05/15/19	Vavrinek Trine Day & C	ADDITS	0102377102	5840	AUDITS	14,000.00
			MILEAGE	0102377102	5840	AUDITS	142.68
						CHECK TOTAL:	14,142.68
00397875	05/15/19	Bread Artisan Bakery L	FOOD	1302277426	4700	FOOD	91.84
			FOOD	1302277426	4700	FOOD	92.32
						CHECK TOTAL:	184.16
00397876	05/15/19	Void - Continued Stub	Undefined.....	Undef.	Unde	CHECK TOTAL:	0.00*
00397877	05/15/19	Gold Star Foods	FOOD	1302277426	4700	FOOD	341.75
			FOOD	1302277426	4700	FOOD	139.24
			FOOD	1302277426	4700	FOOD	300.42
			FOOD	1302277426	4700	FOOD	177.09
			FOOD	1302277426	4700	FOOD	594.87
			FOOD	1302277426	4700	FOOD	253.66
			FOOD	1302277426	4700	FOOD	80.14
			FOOD	1302277426	4700	FOOD	131.82
			FOOD	1302277426	4700	FOOD	382.38
			FOOD	1302277426	4700	FOOD	276.31
			FOOD	1302277426	4700	FOOD	120.21

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	109.23
			FOOD	1302277426	4700	FOOD	73.22
			FOOD	1302277426	4700	FOOD	73.63
			FOOD	1302277426	4700	FOOD	34.01
			FOOD	1302277426	4700	FOOD	68.02
			FOOD	1302277426	4700	FOOD	244.26
			FOOD	1302277426	4700	FOOD	348.50
			FOOD	1302277426	4700	FOOD	68.02
			FOOD	1302277426	4700	FOOD	325.68
			FOOD	1302277426	4700	FOOD	85.56
			FOOD	1302277426	4700	FOOD	101.03
			FOOD	1302277426	4700	FOOD	19.43
			FOOD	1302277426	4700	FOOD	114.08
			FOOD	1302277426	4700	FOOD	101.03
			FOOD	1302277426	4700	FOOD	59.03
			FOOD	1302277426	4700	FOOD	278.15
			FOOD	1302277426	4700	FOOD	87.45
			FOOD	1302277426	4700	FOOD	87.45
			FOOD	1302277426	4700	FOOD	414.16
			FOOD	1302277426	4700	FOOD	59.03
			FOOD	1302277426	4700	FOOD	156.62
			FOOD	1302277426	4700	FOOD	63.47
			FOOD	1302277426	4700	FOOD	85.56
			FOOD	1302277426	4700	FOOD	114.08
			FOOD	1302277426	4700	FOOD	145.78
			FOOD	1302277426	4700	FOOD	-273.53
						CHECK TOTAL:	5,840.84
00397878	05/15/19	Hollandia Dairy Inc	FOOD	1302277426	4700	FOOD	80.36
			FOOD	1302277426	4700	FOOD	156.17
			FOOD	1302277426	4700	FOOD	112.30
			FOOD	1302277426	4700	FOOD	168.19
			FOOD	1302277426	4700	FOOD	125.17
			FOOD	1302277426	4700	FOOD	106.63
			FOOD	1302277426	4700	FOOD	63.95
			FOOD	1302277426	4700	FOOD	88.72
			FOOD	1302277426	4700	FOOD	134.88
			FOOD	1302277426	4700	FOOD	198.30
			FOOD	1302277426	4700	FOOD	130.90
			FOOD	1302277426	4700	FOOD	171.37
			FOOD	1302277426	4700	FOOD	75.16
			FOOD	1302277426	4700	FOOD	141.09
			FOOD	1302277426	4700	FOOD	117.08
			FOOD	1302277426	4700	FOOD	234.16

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	129.00
			FOOD	1302277426	4700	FOOD	204.74
			FOOD	1302277426	4700	FOOD	133.13
			FOOD	1302277426	4700	FOOD	111.78
			FOOD	1302277426	4700	FOOD	49.19
			FOOD	1302277426	4700	FOOD	116.93
			FOOD	1302277426	4700	FOOD	75.01
			FOOD	1302277426	4700	FOOD	140.25
						CHECK TOTAL:	3,064.46
00397879	05/15/19	Mandarin King	FOOD	1302277426	4700	FOOD	220.00
			FOOD	1302277426	4700	FOOD	300.00
			FOOD	1302277426	4700	FOOD	220.00
			FOOD	1302277426	4700	FOOD	220.00
						CHECK TOTAL:	960.00
00397880	05/15/19	STIX HOLDINGS LLC	FOOD	1302277426	4700	FOOD	105.75
			FOOD	1302277426	4700	FOOD	175.00
			FOOD	1302277426	4700	FOOD	105.75
			FOOD	1302277426	4700	FOOD	157.50
			FOOD	1302277426	4700	FOOD	105.75
						CHECK TOTAL:	649.75
00397881	05/15/19	SUNRISE PRODUCE	FOOD	1302277426	4700	FOOD	23.70
			FOOD	1302277426	4700	FOOD	157.97
			FOOD	1302277426	4700	FOOD	210.61
			FOOD	1302277426	4700	FOOD	85.72
			FOOD	1302277426	4700	FOOD	162.58
			FOOD	1302277426	4700	FOOD	44.12
			FOOD	1302277426	4700	FOOD	222.76
			FOOD	1302277426	4700	FOOD	95.75
			FOOD	1302277426	4700	FOOD	23.70
			FOOD	1302277426	4700	FOOD	23.71
			FOOD	1302277426	4700	FOOD	93.80
			FOOD	1302277426	4700	FOOD	51.91
			FOOD	1302277426	4700	FOOD	155.56
			FOOD	1302277426	4700	FOOD	41.01
			FOOD	1302277426	4700	FOOD	-26.10
			FOOD	1302277426	4700	FOOD	-37.20
						CHECK TOTAL:	1,329.60
00397882	05/15/19	Sysco Food Service of	FOOD	1302277426	4700	FOOD	193.18
			FOOD	1302277426	4700	FOOD	816.76
			FOOD	1302277426	4700	FOOD	15.92

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	92.53
			FOOD	1302277426	4700	FOOD	176.20
			FOOD	1302277426	4700	FOOD	119.29
			FOOD	1302277426	4700	FOOD	173.01
			FOOD	1302277426	4700	FOOD	736.50
			FOOD	1302277426	4700	FOOD	17.46
			FOOD	1302277426	4700	FOOD	461.50
			FOOD	1302277426	4700	FOOD	728.97
			FOOD	1302277426	4700	FOOD	70.62
			FOOD	1302277426	4700	FOOD	95.14
						CHECK TOTAL:	3,697.08
00397883	05/15/19	US Foodservice Inc.	FOOD	1302277426	4700	FOOD	350.88
			FOOD	1302277426	4700	FOOD	768.08
			FOOD	1302277426	4700	FOOD	324.60
			FOOD	1302277426	4700	FOOD	324.60
			FOOD	1302277426	4700	FOOD	485.09
			FOOD	1302277426	4700	FOOD	782.84
			FOOD	1302277426	4700	FOOD	417.89
			FOOD	1302277426	4700	FOOD	71.88
			FOOD	1302277426	4700	FOOD	562.88
			FOOD	1302277426	4700	FOOD	38.61
			FOOD	1302277426	4700	FOOD	618.48
			FOOD	1302277426	4700	FOOD	469.73
						CHECK TOTAL:	5,215.56
00397884	05/15/19	Z PIZZA INC	FOOD	1302277426	4700	FOOD	80.00
			FOOD	1302277426	4700	FOOD	168.00
			FOOD	1302277426	4700	FOOD	160.00
			FOOD	1302277426	4700	FOOD	302.00
			FOOD	1302277426	4700	FOOD	90.00
			FOOD	1302277426	4700	FOOD	156.00
			FOOD	1302277426	4700	FOOD	179.00
			FOOD	1302277426	4700	FOOD	294.00
			FOOD	1302277426	4700	FOOD	90.00
			FOOD	1302277426	4700	FOOD	144.00
			FOOD	1302277426	4700	FOOD	162.00
			FOOD	1302277426	4700	FOOD	270.00
						CHECK TOTAL:	2,095.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							108,321.09



Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397885	05/16/19	FIVE STAR TROPHIES	GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	37.71
						CHECK TOTAL:	37.71
00397886	05/16/19	Flinn Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	30.77
						CHECK TOTAL:	30.77
00397887	05/16/19	Ganahl Lumber	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	35.67
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	21.67
						CHECK TOTAL:	57.34
00397888	05/16/19	Lacrosse Unlimited Inc	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	717.64
			MATERIALS & SUPPLIES-INSTRUCT	0105315310	4310	MATERIALS & SUPPLIES-INS	441.75
						CHECK TOTAL:	1,159.39
00397889	05/16/19	MULTI-HEALTH SYSTEMS I	TESTS/SCORING	0104613150	4330	TESTS/SCORING	187.50
						CHECK TOTAL:	187.50
00397890	05/16/19	OCDE	MISC OUTSIDE VENDOR	0109017150	5860	MISC OUTSIDE VENDOR	748.00
						CHECK TOTAL:	748.00
00397891	05/16/19	Paton Group	MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	1,037.77
						CHECK TOTAL:	1,037.77
00397892	05/16/19	Southern Calif Gas Co.	APRIL 2019	0102477409	5510	HEAT - UTILITIES	17.45
			APRIL 2019	0102477409	5510	HEAT - UTILITIES	21.62
			APRIL 2019	0102477409	5510	HEAT - UTILITIES	28.96
			APRIL 2019	0105477409	5510	HEAT - UTILITIES	15.35
			APRIL 2019	0105477409	5510	HEAT - UTILITIES	257.38
			APRIL 2019	0105477409	5510	HEAT - UTILITIES	176.70
			APRIL 2019	0106477409	5510	HEAT - UTILITIES	259.48
			APRIL 2019	0108477409	5510	HEAT - UTILITIES	151.55
						CHECK TOTAL:	928.49
00397893	05/16/19	Southern California Ed	APRIL 2019	0107477409	5520	LIGHT & POWER	2,568.32
						CHECK TOTAL:	2,568.32
00397894	05/16/19	TLC Child & Family Ser	APRIL 2019	0104632210	5889	OTHER THERAPY	1,487.16
						CHECK TOTAL:	1,487.16
00397895	05/16/19	Yamaha Golf Cars of Ca	VEHICLE REPAIR	0105477408	5640	VEHICLE REPAIR	504.33
						CHECK TOTAL:	504.33
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							8,746.78

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397896	05/17/19	ABEDI Inc.	IBI SUPERVISION	0104602140	5894	IBI SUPERVISION	1,540.00
						CHECK TOTAL:	1,540.00
00397897	05/17/19	ACTIVE INTERNET TECHNO	CONSULTANTS-COMPUTER SERVICES	0113457175	5832	CONSULTANTS-COMPUTER SER	5,000.00
						CHECK TOTAL:	5,000.00
00397898	05/17/19	AMERICAN LOGISTICS COM	APRIL 2019	0104256700	5100	SUBAGREEMENTS FOR SERVIC	26,430.00
						CHECK TOTAL:	26,430.00
00397899	05/17/19	AT&T	APRIL 2019	0102477409	5920	TELEPHONE SERVICE	30.10
			APRIL 2019	0106477409	5920	TELEPHONE SERVICE	4.63
						CHECK TOTAL:	34.73
00397900	05/17/19	BrightView Landscape S	APRIL 2019	0102477409	5680	LANDSCAPE/IRRIGATION	696.59
			LANDSCAPE/IRRIGATION	0102477409	5680	LANDSCAPE/IRRIGATION	950.00
			APRIL 2019	0105477409	5680	LANDSCAPE/IRRIGATION	6,692.05
			LANDSCAPE/IRRIGATION	0105477409	5680	LANDSCAPE/IRRIGATION	2,353.64
			APRIL 2019	0106477409	5680	LANDSCAPE/IRRIGATION	3,482.93
			LANDSCAPE/IRRIGATION	0106477409	5680	LANDSCAPE/IRRIGATION	2,987.28
			APRIL 2019	0107477409	5680	LANDSCAPE/IRRIGATION	4,760.01
			LANDSCAPE/IRRIGATION	0107477409	5680	LANDSCAPE/IRRIGATION	2,588.82
			APRIL 2019	0108477409	5680	LANDSCAPE/IRRIGATION	4,063.42
			LANDSCAPE/IRRIGATION	0108477409	5680	LANDSCAPE/IRRIGATION	1,623.05
						CHECK TOTAL:	30,197.79
00397901	05/17/19	Carolina Biological Su	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	179.27
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	236.66
						CHECK TOTAL:	415.93
00397902	05/17/19	CDW GOVERNMENT LLC	EQUIPMENT-COMPUTER \$500-\$5000	0101377100	4460	EQUIPMENT-COMPUTER \$500-	1,492.87
			EQUIPMENT-COMPUTER \$500-\$5000	0101377100	4460	EQUIPMENT-COMPUTER \$500-	250.71
			EQUIPMENT-COMPUTER \$500-\$5000	0110397140	4460	EQUIPMENT-COMPUTER \$500-	366.55
			EQUIPMENT-COMPUTER \$500-\$5000	0113017175	4460	EQUIPMENT-COMPUTER \$500-	5,018.12
						CHECK TOTAL:	7,128.25
00397903	05/17/19	Digital Networks Group	EQUIPMENT-NEW \$500-\$5000	0113017175	4410	EQUIPMENT-NEW \$500-\$5000	6,459.29
						CHECK TOTAL:	6,459.29
00397904	05/17/19	Fan, Ernei	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	99.70
						CHECK TOTAL:	99.70
00397905	05/17/19	Intermountain	APRIL 2019	0104632210	5100	SUBAGREEMENTS FOR SERVIC	3,832.50
			APRIL 2019	0104632210	5889	OTHER THERAPY	7,800.00
			APRIL 2019	0104632210	5898	AB3632 ROOM & BOARD	1,500.00



Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			APRIL 2019 - OT	0104632210	5100	SUBAGREEMENTS FOR SERVIC	339.00
						CHECK TOTAL:	13,471.50
00397906	05/17/19	Kaa, Kristen	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	71.77
			MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	660.60
						CHECK TOTAL:	732.37
00397907	05/17/19	Laguna Beach Water Dis	3/11/19 - 5/9/19	0102477409	5530	WATER - UTILITIES	152.61
						CHECK TOTAL:	152.61
00397908	05/17/19	LBUSD Revolving Cash F	BANK SVC CHRG - APRIL 2019	0102397400	5820	BANKING SERVICES	13.89
						CHECK TOTAL:	13.89
00397909	05/17/19	Leah Prettyman	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	200.00
						CHECK TOTAL:	200.00
00397910	05/17/19	OCDE	QUARTER 3	0104542110	7142	IAA-PAYMENTS TO COUNTY O	16,812.72
			FEBRUARY 2019	0104542110	7142	IAA-PAYMENTS TO COUNTY O	9,049.16
			MARCH 2019	0104542110	7142	IAA-PAYMENTS TO COUNTY O	9,049.16
			APRIL 2019	0104542110	7142	IAA-PAYMENTS TO COUNTY O	9,049.16
			QUARTER 3 - TRANSPORTATION	0104542110	7142	IAA-PAYMENTS TO COUNTY O	7,366.66
						CHECK TOTAL:	51,326.86
00397911	05/17/19	R.W.B. Party Props Inc	RENTAL EXPENSE	0106015040	5620	RENTAL EXPENSE	1,931.96
						CHECK TOTAL:	1,931.96
00397912	05/17/19	SC Fuels	APRIL 2019	0102477408	4375	FUEL FOR VEHICLES	419.47
			APRIL 2019	0105477408	4375	FUEL FOR VEHICLES	223.54
						CHECK TOTAL:	643.01
00397913	05/17/19	SOLUTION TREE	CONSULTANTS-INSTRUCTIONAL	0102015380	5830	CONSULTANTS-INSTRUCTIONA	6,500.00
						CHECK TOTAL:	6,500.00
00397914	05/17/19	Staff Rehab	APRIL 2019	0104172860	5831	CONSULTANTS-OTHER	5,356.00
						CHECK TOTAL:	5,356.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							157,633.89

**Laguna Beach Unified School District**

**12.g. CONSENT/ACTION**

**May 28, 2019**

**Approval:     Ratification of Certificated Payroll 10A in the Amount of \$2,217,690.12  
                    Ratification of Classified Payroll 10B in the Amount of \$699,955.07  
                    Ratification of Certificated Payroll 10C in the Amount of \$7,000.00**

**Proposal**

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

1. Certificated Payroll 10A in the amount of \$2,217,690.12; and,
2. Classified Payroll 10B in the amount of \$699,955.07; and,
3. Certificated Payroll 10C in the amount of \$7,000.00 for the month of April 2019 totaling \$2,924,645.19.

**Background**

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

**Recommended Action**

Staff recommends the Board of Education approve:

1. Certificated Payroll 10A in the amount of \$2,217,690.12; and,
2. Classified Payroll 10B in the amount of \$699,955.07; and,
3. Certificated Payroll 10C in the amount of \$7,000.00 for the month of April 2019 totaling \$2,924,645.19.

## **Laguna Beach Unified School District**

### **12.h. CONSENT/ACTION**

**May 28, 2019**

**Approval: Agreement for Contracted Services on a Three-Year Annually Renewable Term with Vavrinek, Trine, Day & Co., LLP for District Annual Auditing Services for Fiscal Years 2019-2020 with a Not-To-Exceed Amount of \$38,000; 2020-2021 with a Not-To-Exceed Amount of \$38,700; and 2021-2022 with a Not-To-Exceed Amount of \$39,500**

#### **Proposal**

Staff proposes the Board of Education approve a three-year annually renewable contract with Vavrinek, Trine, Day & Co., LLP (VTD) to perform district annual auditing services for fiscal years 2019-2020 with a not-to-exceed amount of \$38,000; 2020-2021 with a not-to-exceed amount of \$38,700; and 2021-2022 with a not-to-exceed amount of \$39,500.

#### **Background**

Education Code 40120 requires that each school district shall provide for an annual audit of the books and accounts of the school district.

Pursuant to Government Code Section 53060 the audit firm selection process does not require a district go to bid. Per Education Code 40102, we are required to select and sign an agreement for our fiscal year 2019-2020 annual audit and submit it to the Orange County Office of Education (OCDE) by April 1, 2020. If we do not meet this deadline, OCDE is required to provide an audit selection for us no later than May 1, 2020.

With the passage of AB2834 and in accordance with Education Code 41020 (f) (2), “it is unlawful for a public accounting firm to provide the audit services to a local educational agency if the lead audit partner, or coordinating partner responsible for reviewing the audit has performed audit services for the local educational agency in each of the six previous fiscal years.” It is the policy of VTD to change the lead audit partner at a maximum of six years to change member of the field audit staff on an annual basis.

OCDE strongly recommends selection of an audit firm familiar with the audit requirements of California K-12 school districts. VTD has provided auditing services to school districts, community college districts and county offices since 1948.

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

**Budget Impact**

The maximum annual fee for auditing services for fiscal year 2019-2020 shall not exceed \$38,000. This amount will be included in next year's General Fund budget.

**Recommended Action**

Staff recommends the Board of Education approve a three-year annually renewable contract with Vavrinek, Trine, Day & Co., LLP (VTD) to perform district annual auditing services for fiscal years 2019-2020 with a not-to-exceed amount of \$38,000; 2020-2021 with a not-to-exceed amount of \$38,700; and 2021-2022 with a not-to-exceed amount of \$39,500.

## CONTRACT FOR AUDITING

This agreement made and entered into this \_\_\_\_ of \_\_\_\_\_, 2019, between the Governing Board of the Laguna Beach Unified School District, of Orange County, State of California, hereafter referred to as "District" and VAVRINEK, TRINE, DAY & CO., LLP, Certified Public Accountants, hereafter referred to as "Auditors".

We understand the services we are to provide the District for the June 30, 2020, 2021, and 2022, respectively. We will audit the financial statements, including the related notes to the financial statements, which collectively comprise the basic financial statements, financial statements of the District, as of and for the three-year period beginning July 1, 2019 and ending June 30, 2022. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A) to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules.
3. Schedule of Changes in the District's Net OPEB Liability and Related Ratios
4. Schedule of the District's Proportionate Share of the Net Pension Liability.
5. Schedule of District Contributions for Pension.
6. Notes to RSI

Supplementary information other than RSI, also accompanies District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards.
2. Schedules required by the current *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, issued by the Education Audit Appeals Panel.*
3. Combining Statements – Non-Major Governmental Funds

Our responsibility for other information included in documents containing Laguna Beach Unified School District's audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

### **AUDIT OBJECTIVES**

The objective of our audit is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with United States generally accepted accounting principles and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with Federal statutes, regulations, and the terms and conditions of Federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and compliance will each include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with United States generally accepted auditing standards; the standards outlined in the current *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. If our opinion on the financial statements or the Single Audit compliance opinion is other than unmodified, we will fully discuss the reasons with you in advance. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the single audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

## **AUDIT PROCEDURES - GENERAL**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Financial Statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the Financial Statements. We will plan and perform the audit to obtain reasonable assurance about whether the Financial Statements are free of material misstatement, whether from: (1) errors; (2) fraudulent financial reporting; (3) misappropriation of assets; or (4) violations of laws or governmental regulations that are attributable to Laguna Beach Unified School District or to acts by management or employees acting on behalf of Laguna Beach Unified School District. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with United States generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the Financial Statements or major programs. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the Financial Statements; Schedule of Expenditures of Federal Awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.



## **AUDIT PROCEDURES - INTERNAL CONTROL**

Our audit will include obtaining an understanding of Laguna Beach Unified School District and its environment, including internal control, sufficient to assess the risks of material misstatement of the Financial Statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the Financial Statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the Financial Statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

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

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

## **AUDIT PROCEDURES - COMPLIANCE**

As part of obtaining reasonable assurance about whether the Financial Statements are free of material misstatement, we will perform tests of Laguna Beach Unified School District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of Laguna Beach Unified School District's major programs. The purpose of these procedures will be to express an opinion on Laguna Beach Unified School District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **OTHER SERVICES**

We will also assist in preparing the Financial Statements, Schedule of Expenditures of Federal Awards, and related notes of Laguna Beach Unified School District in conformity with United States GAAP and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards, and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the Financial Statements, Schedule of Expenditures of Federal Awards, and related notes previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **MANAGEMENT RESPONSIBILITIES**

Management is responsible for: (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the Financial Statements, Schedule of Expenditures of Federal Awards, and all accompanying information in conformity with United States GAAP; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the Financial Statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within Laguna Beach Unified School District from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the Financial Statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the Financial Statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting Laguna Beach Unified School District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the Financial Statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting Laguna Beach Unified School District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that Laguna Beach Unified School District complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review a week prior to the report date.

You are responsible for identifying all federal awards received, and for understanding and complying with the compliance requirements and for the preparation of the Schedule of Expenditures of Federal Awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the Schedule of Expenditures of Federal Awards in any document that contains and indicates that we have reported on the Schedule of Expenditures of Federal Awards. You also agree to [include the audited financial statements with any presentation of the Schedule of Expenditures of Federal Awards that includes our report thereon OR make the audited financial statements readily available to intended users of the Schedule of Expenditures of Federal Awards no later than the date the Schedule of Expenditures of Federal Awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance; (2) you believe the Schedule of Expenditures of Federal Awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the Schedule of Expenditures of Federal Awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with United States GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the Financial Statements, Schedule of Expenditures of Federal Awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the Financial Statements, Schedule of Expenditures of Federal Awards, and related notes, and that you have reviewed and approved the Financial Statements, Schedule of Expenditures of Federal Awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

## **AUDIT ADMINISTRATION AND ACCESS TO WORKPAPERS**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide the appropriate number of copies of our reports to the District; however, it is management's responsibility to submit the reporting package (including financial statements, Schedule of Expenditures of Federal Awards, summary schedule of prior audit findings, auditor's reports, and a corrective action plan) along with the Data Collection Form to the designated Federal Clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will assist management in submitting the reporting packages.

The audit documentation for this engagement is the property of the auditors and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the appropriate Cognizant or Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of the auditor. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Royce E. Townsend is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.



## AUDIT FEES

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The fee listed below is based on anticipated cooperation from your personnel, the assumption that unexpected circumstances will not be encountered during the audit, no significant changes in reporting format and/or audit requirements or significant changes in the operations of the District.

If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

The maximum annual fee for auditing services under the terms of this contract shall not exceed \$38,000 for June 30, 2020, \$38,700 for June 30, 2021, and \$39,500 for June 30, 2022, respectively, for personal services, with the exception that any additional auditing services provided for (1) any changes in District reporting format, i.e., GASB requirements and/or audit requirements, issued by the Education Audit Appeals Panel, Federal Agencies, American Institute of Certified Public Accountants, or Governmental Accounting Standards Board, (2) any changes in the number of funds or accounts maintained by the District during the period under this contract, and (3) any Federal Program and State Special Projects/compliance issues shall be in addition to the above maximum fee for personal services.

The final installment will represent the 10% withheld amount pursuant to *Education Code* 14505 and will be presented for payment upon certification by the Controller that the audit report conforms to the reporting provisions of the Audit Guide. All billings for additional audit fees or services will be billed as these services are provided. In accordance with *Education Code* Section 14505 (b), the District shall withhold fifty percent (50%) of the audit fee for any subsequent year of multi-year contract if the prior year's audit report was not certified as conforming to reporting provisions of the audit guide. This contract shall be null and void if a firm or individual is declared ineligible pursuant to subdivision (c) of Section 41020.5. The withheld amount shall not be payable unless payment is ordered by the State Board of Accountancy or the audit report for that subsequent year is certified by the controller as conforming to reporting provisions of the audit guide.

## COMPENSATION

All personal services performed by the Auditors shall be reimbursed at the following hourly rates:

Partner/Principal	\$	200
Manager		180
Supervisor		135
Senior in Charge		110
Staff Accountant		90
Paraprofessional		65

In addition to such payment for personal services, Auditors shall be reimbursed for such travel as may be necessary. Mileage is computed at the approved Internal Revenue Service rate per mile.

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. The costs of any mediation proceedings shall be shared equally by all parties. The District and Auditors both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration will be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF DISPUTE OVER FEES, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

## ANNUAL REPORT - FORM AND CONTENT, DELIVERY

The form and content of the annual audit shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State of California under Section 41020 of the *Education Code*, including the required compliance audit provisions of Uniform Guidance, *Audits of State of Local Governments*, issued by the U.S. Office of Management and Budget, as issued pursuant to the Single Audit Act Amendments of 1996 and Title 2 U.S. CFR Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).



The audit shall be completed and the audit report shall be delivered in accordance with time requirements as specified in the current *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, issued by Educational Audit Appeals Panel, unless delayed by circumstances beyond the control of the Auditors. Ten (10) bound copies of the audit report may be rendered to the District, in addition to the copies required to be filed with the applicable governmental units. Copies in excess of the contract amount may be billed for an additional fee.

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report. Our peer review report, for the year ended December 2017, accompanies this letter.

We appreciate the opportunity to be of service to Laguna Beach Unified School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This contract will continue in effect until cancelled by either party.

#### **WORKERS' COMPENSATION**

VAVRINEK, TRINE, DAY & CO., LLP is aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. VAVRINEK, TRINE, DAY & CO., LLP is in compliance with such provisions.

#### **NON LICENSEE OWNERS**

VAVRINEK, TRINE, DAY & CO., LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business and Professions Code. It is not anticipated that any of the non-licensee owners will be performing audit services for the District.

GOVERNING BOARD OF  
LAGUNA BEACH UNIFIED SCHOOL DISTRICT

VAVRINEK, TRINE, DAY & CO., LLP

By \_\_\_\_\_  
District

By \_\_\_\_\_  
District

Federal Identification Number: 95-0620370  
\_\_\_\_\_

## Report on the Firm's System of Quality Control

June 13, 2018

To the Partners of  
Vavrinek, Trine, Day & Co., LLP  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

## Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the single audit act; audits of employee benefit plans, and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2017 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Vavrinek, Trine, Day & Co., LLP has received a peer review rating of *pass*.

*Watson Coon Ryan, LLC*

Watson Coon Ryan, LLC

## Laguna Beach Unified School District

### 12.i. CONSENT/ACTION

May 28, 2019

**Approval: Community Facilities District 98-1 (Crystal Cove) Administrative Expense Fund Disbursements Totaling \$657.12**

#### **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 \$8,040,000 which is based on principal paid through September 2018. Staff requests approval of the payment detailed on the Administrative Funds Disbursement list.

#### **Budget Impact**

The \$657.12 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 \$39,691.90.

	Payee Name & Address	Purpose	Revenue	Expense	Balance
1	Beginning Balance				\$40,328.50
2	Interest Earned	Mar-Apr 2019	20.52		
3	David Taussig & Associates	Inv. 1904047		\$657.12	
4	Ending Fund Balance				\$39,691.90

#### **Recommended Action**

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

**Laguna Beach Unified School District**

**12.j. CONSENT/ACTION**

**May 28, 2019**

**Approval: Authorization to Renew License to Use Agreement with Orin Neufeld to Operate a Youth Recreation Facility at 2003 Laguna Canyon Road for the 2019-2020 School Year**

**Proposal**

Staff proposes the Board of Education authorize the renewal of the License to Use Agreement with Orin Neufeld to operate a youth recreation facility at 2003 Laguna Canyon Road for the 2019-2020 school year.

**Background**

The terms of this License to Use Agreement allow for annual renewal if both parties are in mutual agreement.

**Budget Impact**

Approval of the proposed use agreement would result in a gross income to the District of \$16,000 for one full year.

**Agreement Components**

**Premises:** LICENSOR agrees to allow LICENSEE to use the premises situated in the City of Laguna Beach, County of Orange, State of California, hereinafter referred to as Premises, and more particularly described as 2003 Laguna Canyon Road. LICENSOR agrees that LICENSEE shall have exclusive use of the rear portion of the PREMISES and joint use of office, restrooms, sidewalks and parking lots.

**Term:** The term of this Agreement shall commence on July 1, 2019, and terminate on June 30, 2020, subject to earlier termination as set forth herein. This AGREEMENT may be renewed for subsequent one (1) year terms upon mutual written agreement of the PARTIES. Neither Mr. Neufeld nor his supporters will contest termination of this USE AGREEMENT if the Board of Education deems it has determined a better use for the property.

**License Fees:** LICENSEE shall pay LICENSOR a license to use fee in the sum of sixteen hundred dollars (\$1,600) per month (\$16,000 total). LICENSEE shall pay

LICENSOR this fee amount on the 1<sup>st</sup> of every month throughout the duration of the term. All of said fees shall be paid to: Laguna Beach Unified School District, 550 Blumont Street, Laguna Beach, California 92651, or at such other place as LICENSOR may designate in writing. In the event of any renewal of this AGREEMENT, the amount of the annual fees may be adjusted to reflect a cost of living adjustment each subsequent January 1<sup>st</sup>. The adjustment shall be calculated upon the basis of the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index Sub-Group – “All Items” for the Los Angeles, Anaheim, Riverside Western area published for the month of May of each year. LICENSEE shall not pay any license fees for the months of July and August 2019 due to decreased activity for youth sports.

**Recommended Action**

Staff recommends the Board of Education approve the renewal of the License to Use Agreement with Orin Neufeld to operate a youth recreation facility at 2003 Laguna Canyon Road for the 2018-2019 school year.

## LICENSE TO USE AGREEMENT

This **LICENSE TO USE Agreement**, hereinafter referred to as AGREEMENT, for reference purpose only, is entered into this **1st day of July, 2019**, by and between the Laguna Beach Unified School District, 550 Blumont Street, Laguna Beach, California 92651, hereinafter referred to as LICENSOR and **Orin Neufeld at 1205 Victory Walk, Laguna Beach, CA 92651, Phone: 949-494-5287**, hereinafter referred to as LICENSEE. LICENSOR and LICENSEE shall be collectively referred to as the PARTIES.

### WITNESSETH:

WHEREAS, LICENSEE desires to use certain premises, as hereinafter defined, to LICENSOR; and

WHEREAS, LICENSEE desires to use the premises of LICENSOR for the purpose of operating a **Youth Recreation Facility at 2003 Laguna Canyon Road**,

NOW, THEREFORE, the PARTIES agree as follows:

1.0 **PREMISES.** LICENSOR agrees to allow LICENSEE and LICENSEE agrees to use, the premises situated in the City of Laguna Beach, County of Orange, State of California, hereinafter referred to as Premises, and described as **2003 Laguna Canyon Road at the rear of LICENSOR'S property. LICENSOR agrees that LICENSEE shall have exclusive use of the rear portion of the property of Premises and joint use of office, restrooms, sidewalks and parking lots.**

2.0 **TERM.** The term of this AGREEMENT shall commence on **July 1, 2019**, and terminate on **June 30, 2020**, subject to termination as set forth in this AGREEMENT. **Neither Mr. Neufeld nor his supporters will contest termination of this AGREEMENT if the Board of Education deems it has determined a better use for the property.**

3.0 **LICENSE FEES.**

A. LICENSEE shall pay LICENSOR a license to use fee in the sum of **Sixteen Hundred Dollars (\$1600) per month**. LICENSEE shall pay LICENSOR this fee amount on the first day of every month throughout the duration of the AGREEMENT term. All of said fees shall be paid to: Laguna Beach Unified School District, 550 Blumont Street, Laguna Beach, California 92651, or at such other place as LICENSOR may designate in writing.

B. In the event of any renewal of this AGREEMENT, the amount of the annual fees may be adjusted to reflect a cost of living adjustment each subsequent January 1<sup>st</sup>. The adjustment shall be calculated upon the basis of the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index Sub-Group – "All Items" for the Los Angeles, Anaheim, Riverside Western area published for the month of May of each year.

C. LICENSEE shall not pay any license fees for the months of July and August, 2018 due to decreased activity for youth sports.

4.0 CUSTODIAL SERVICES. No custodial services will be provided by LICENSOR.

5.0 USE. The Premises shall be used for the LICENSEE'S **Youth Recreation Facility as described in the City of Laguna Beach's Conditional Use Permit** and for no other purposes without the prior written consent of LICENSOR. LICENSEE shall not commit, or permit to be committed, any waste or nuisance upon the Premises. LICENSEE shall not use the Premises, or any part thereof, for any purpose other than the purpose for which said premises are to be used. LICENSEE shall, at LICENSOR'S sole cost and expense, observe and use the Premises in compliance with all municipal, county, state and federal regulations, ordinances and statutes now in force, or which may hereafter be in force.

6.0 EQUIPMENT. LICENSEE may install and operate equipment that is normal for the purposes for which the LICENSEE is using the Premises. LICENSEE shall remove such equipment from the Premises upon or prior to the termination of the AGREEMENT and repair any damage to the Premises caused by such removal.

7.0 COMPLIANCE. LICENSOR warrants to LICENSEE that the Premises to be occupied by LICENSEE does not violate any covenants or restrictions of record, and is in compliance with all applicable statutes, codes, regulations and ordinances.

8.0 MAINTENANCE & GROUNDS. LICENSEE shall, at LICENSOR'S sole cost and expense, maintain the landscaping and the entire Premises including but not limited to any of LICENSEE'S equipment installed on the Premises.

9.0 ALTERATIONS. LICENSEE shall pay all costs of any alterations or additions to the Premises. LICENSEE shall not make, or permit to be made, any additions or alterations of the Premises, or any part thereof, without the written consent of LICENSOR. LICENSOR may retain the right to specific additions if such written agreement with LICENSOR is gained prior to installation. LICENSEE shall indemnify LICENSOR against, and hold LICENSOR harmless from, any and all mechanics' liens or claims of liens and all attorney's fees, costs and expenses which may accrue, arise out of, or be incurred by reason of or on account of any such lien or claims of lien. LICENSOR shall at all times have the right to post and to keep posted on the Premises such notices provided for under or by virtue of the laws of the State of California for the protection of the Premises from mechanics liens or liens of a similar nature.

10.0 INDEMNIFICATION/INSURANCE.

A. To the extent authorized by law, and except for the acts or omissions of LICENSOR, its employees, agents and officers, LICENSEE hereby agrees to hold harmless, indemnify and defend LICENSOR, and its Governing Board, officers, agents and employees from any liability



or any claims of liability for bodily injury, personal injury, sickness, disease or death of any person or persons, or damage to property, real, personal, tangible or intangible, arising out of the use of the Premises for LICENSEE'S operations during the term of this AGREEMENT. In this respect, LICENSEE agrees to carry a comprehensive general liability insurance policy including premises operations, products completed operations, blanket contractual and personal injury with limits of One million dollars (\$1,000,000) per occurrence, combined single limit in a form mutually acceptable to both parties to protect LICENSEE and LICENSOR against liability or claims of liability arising out of the use of the Premises for LICENSEE'S operations during the term of this AGREEMENT. LICENSEE agrees to secure a specific endorsement to its liability policy stating, "Such insurance as is afforded for LICENSOR and its Governing Board, officers, agents, and employees shall be primary, and any insurance carried by LICENSOR, its Governing Board, officers, agents and employees shall be excess and noncontributory." In addition, LICENSEE agrees to name the Laguna Beach Unified School District, and its Governing Board, officers, agents, and employees as additional insureds under the policy and shall furnish LICENSOR with a certificate of insurance evidencing all coverages and endorsements required herein including a thirty (30) day written notice of cancellation or reduction in coverage.

B. To the extent authorized by law, and except for the acts or omissions of members, employees, agents, and officers of LICENSEE, LICENSOR hereby agrees to hold harmless, indemnify and defend LICENSEE and their officers, agents and employees, from any liability or any claims of liability for bodily injury, personal injury, sickness, disease or death of any person or persons, or damage to property, real, personal, tangible or intangible, arising out of the use of the Premises for operations other than those of LICENSEE during the term of this AGREEMENT. In this respect, LICENSOR agrees to carry a comprehensive general liability insurance policy including premises operations, products completed operations, blanket contractual and personal injury with limits of One million dollars (\$1,000,000) per occurrence, combined single limit in a form mutually acceptable to both parties to protect LICENSOR and LICENSEE against liability or claims of liability arising out of the use of the Premises for operations other than those of LICENSEE during the term of this AGREEMENT. LICENSOR shall furnish LICENSEE with a certificate of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage.

11.0 DESTRUCTION. In the event of partial destruction of the Premises during the Term, LICENSOR shall forthwith repair the same, provided such repairs can be made within ninety (90) days of the destruction, but such partial destruction shall not affect this AGREEMENT,

except that LICENSEE shall be entitled to a daily pro rata reduction of fees while such repairs are being made, based upon the extent to which the destruction or the making of such repairs interferes with the business carried on by LICENSEE upon the Premises, but in no event to be more than the amount of the monthly rental. In the event that LICENSOR is unable to make such repairs within sixty (60) days of destruction, this AGREEMENT may be terminated by notice in writing by either PARTY. A total destruction of the Premises shall automatically terminate this AGREEMENT.

12.0 RIGHT OF ENTRY. LICENSEE shall permit LICENSOR and its officers, employees or agents to enter upon the Premises during business hours for the purpose of inspecting the same, except in the case of emergency in which case no notice shall be required. LICENSOR may enter upon the Premises during business hours upon the giving of twentyfour (24) hours' prior notice or at such time as is agreeable between the Parties for making any alterations, repairs, improvements or additions to any portion the Premises as LICENSOR may see fit to make.

13.0 ASSIGNMENT AND SUBUSE. LICENSEE shall not assign this AGREEMENT, or any interest therein, and shall not sub-use or sublet the Premises, or any part thereof, or any right or privilege appurtenant thereto, without the prior written consent of LICENSOR. A consent to one assignment or subletting shall not be construed as a consent to any subsequent assignment or subletting unless such written consent has been given and obtained. Any assignment or sub-use of this AGREEMENT, or of any interest therein, either by voluntary or involuntary act of LICENSEE, or by operation of law, or otherwise, may be deemed a breach of this AGREEMENT by LICENSEE at LICENSOR'S election, and any such purported assignment or sub-using without such consent, may be deemed by LICENSOR to be null and void. LICENSOR'S consent to any such assignment or sub-using shall not relieve LICENSEE from any obligations under this AGREEMENT.

14.0 SIGNS. No sign, advertisement or notice shall be inscribed, painted, or affixed to or on any part of the Premises without LICENSOR'S prior written consent as to size, location, style, design, and type.

15.0 HOLDING OVER. Holding over after the expiration of the AGREEMENT term, or any oral extension thereof with the consent of LICENSOR, shall be a tenancy from month to month at a monthly rate of 110% of the last month's fees. All other conditions and agreements of this AGREEMENT shall be applicable to such holding over.

16.0 QUIET POSSESSION. So long as LICENSEE performs its obligations under this AGREEMENT, LICENSEE shall have quiet and peaceful possession of the Premises for the term of the AGREEMENT.

17.0 OPTION TO RENEW. Failing Board of Education determination of another use of the Premises, LICENSEE shall have the option to renew this AGREEMENT for a further period of one (1) year, after the expiration of the the previous term, under the same terms and conditions except that the fee rate may be adjusted based on a cost of living increase. The adjustment shall be calculated upon the basis of the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index Sub-Group – “All Items” for the Los Angeles, Anaheim, Riverside Western area published for the month of May of each year. In no instance shall the increase exceed six percent (6%) any one year unless the entire AGREEMENT is renegotiated.

18.0 TERMINATION. LICENSEE or LICENSOR may terminate this AGREEMENT at any time for any reason by giving written notice to the other party ninety (90) days in advance of the desired date of termination. Upon termination, LICENSEE shall surrender the Premises to LICENSOR in the same condition as when received, ordinary wear and tear excepted. LICENSEE shall repair any damage to the Premises occasioned by removal of its trade fixtures, furnishings and equipment, prior to the expiration or sooner termination of the AGREEMENT.

19.0 DEFAULT BY LICENSOR. If LICENSOR defaults in the performance of any agreement or condition required by this AGREEMENT to be performed by LICENSOR, and such default continues for a period of thirty (30) days after written notice has been given by LICENSEE specifying the default, unless default, by necessity, will require more than thirty (30) days to cure and LICENSOR has commenced actions necessary to cure that default within said thirty (30) day period and is diligently pursuing the same to completion, then LICENSEE may declare a breach of this AGREEMENT by written notice to LICENSORE and exercise any one or more of the rights available to a licensee under the laws of the State of California, including without limitation, the right to terminate this AGREEMENT immediately and without further notice to LICENSOR, and to seek such equitable or other relief as may be available to LICENSEE by law.

20.0 DEFAULT BY LICENSEE. If (i) LICENSEE defaults in the payment of fees or the payment of any monetary amount required by this AGREEMENT (collectively, a "Monetary Default") and such Monetary Default continues for period of thirty (30) days after written notice has been given by LICENSORE to LICENSEE specifying the Monetary Default; or (ii) LICENSEE defaults in the performance of any other condition required by this AGREEMENT to be performed by LICENSEE (collectively, a "NonMonetary Default"), and such NonMonetary default continues for a period of thirty (30) days after written notice has been given by LICENSORE to LICENSEE specifying the NonMonetary Default, unless the NonMonetary Default, by necessity, will require more than thirty (30) days to cure and LICENSEE has commenced actions necessary to cure that NonMonetary Default within said thirty (30) day

period and is diligently pursuing the same to completion, then, in the event of any of the above events, LICENSOR may declare a breach of this AGREEMENT by written notice to LICENSEE and exercise any one or more of the rights available to LICENSOR under the laws of the State of California, including without limitation, the right:

(a) to terminate this AGREEMENT immediately and without further notice to LICENSEE, and recover (i) the unpaid fees which have been earned at the time of termination; and (ii) any other reasonable monetary amount necessary to compensate LICENSOR for all the detriment suffered by LICENSOR which was proximately caused by LICENSEE'S default under this AGREEMENT, including all costs of litigation and attorney's fees incurred by LICENSOR.

(b) to seek such equitable or other relief as may be available to LICENSOR by law.

21.0 TOBACCO USE POLICY. In the interest of public health, LICENSOR requires a tobacco-free environment on the Premises and LICENSEE agrees to comply with said policy.

22.0 NOTICES. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) 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 (3rd) 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:

LICENSOR: **Laguna Beach Unified School District  
550 Blumont Street  
Laguna Beach, California 92651  
Attn: Director – Facilities & Grounds  
(949) 497-7700 x5209**

LICENSEE: **Orin Neufeld  
1205 Victory Walk  
Laguna Beach, CA 92651  
(949) 494-4528 CELL (949) 306-7494**

23.0 DISCRIMINATION POLICY. The LICENSOR and LICENSEE shall not discriminate against a person because of the person's race, gender, sexual orientation, color, creed, disability, national origin or ancestry.

24.0 MISCELLANEOUS.

A. The captions and sections headings of this AGREEMENT are inserted only as a matter of convenience and for reference, and are not part of this AGREEMENT and in no way define, limit or describe the scope of this AGREEMENT or the intent of any provision thereof.

B. The invalidity of any particular provision of this AGREEMENT as determined by court shall in no way affect the validity of any other provision hereof.

C. The PARTIES agree that this AGREEMENT shall be construed and enforced in accordance with the laws of the State of California, through California State Courts with venue in Orange County, California where the site of Used Premises is located.

D. The failure of the LICENSOR or LICENSEE to seek redress for violation of, or to insist upon, the strict performance of any covenant or condition of this AGREEMENT, shall not be deemed a waiver by the PARTY of such covenant or condition or prevent a subsequent similar act, from again constituting a violation of such covenant or condition.

E. This AGREEMENT contains the entire agreement between LICENSOR and LICENSEE regarding the PREMISES and any agreement hereafter made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in a written amendment to this AGREEMENT which has been signed by both PARTIES. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

F. The conditions and agreements herein contained shall apply to and bind the heirs, executors, administrators, and successors in interest to the parties hereto.

IN WITNESS WHEREOF, LICENSOR AND LICENSEE have caused this AGREEMENT to be executed this 28th day of May, 2019.

**Laguna Beach Unified School District**

**Orin Neufeld**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Authorized Signature

Authorized Signature

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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

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

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

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

## **Laguna Beach Unified School District**

### **12.k. CONSENT/ACTION**

**May 28, 2019**

**Approval: Declaration of Need for Fully Qualified Educators**

#### **Proposal**

Staff requests that the Board approve the Declaration of Need for Fully Qualified Educators to the California Commission on Teacher Credentialing for Limited Term Assignments for the 2018-2019 school year.

#### **Background**

After reviewing master schedules at our secondary schools it was determined that designated teachers will need an Emergency Cross-cultural, Language and Academic Development Certificate to address the appropriateness of their credential for EL learners. The Declaration of Need for Fully Qualified Educators fulfills this need for a one year period until the teachers complete the authorization or credential requirements. This declaration must be approved at a regularly scheduled public meeting before the certificates are issued for certificated staff for the 2018-2019 school year.

#### **Budget Impact**

There is no impact to the District budget.

#### **Recommended Action**

Staff recommends the Board of Education approve the District's application of Declaration of Need for Fully Qualified Educators to the California Commission on Teacher Credentialing for Emergency Cross-cultural, Language and Academic Development Certificate for the 2018-2019 school year.

## **Laguna Beach Unified School District**

### **12.1. CONSENT/ACTION**

**May 28, 2019**

**Approval: Declaration of Need for Fully Qualified Educators**

#### **Proposal**

Staff requests that the Board approve the Declaration of Need for Fully Qualified Educators to the California Commission on Teacher Credentialing for Limited Term Assignments for the 2019-2020 school year.

#### **Background**

After reviewing master schedules at our secondary schools it was determined that designated teachers will need an Emergency Cross-cultural, Language and Academic Development Certificate to address the appropriateness of their credential for EL learners. The Declaration of Need for Fully Qualified Educators fulfills this need for a one year period until the teachers complete the authorization or credential requirements. This declaration must be approved at a regularly scheduled public meeting before the certificates are issued for certificated staff for the 2019-2020 school year.

#### **Budget Impact**

There is no impact to the District budget.

#### **Recommended Action**

Staff recommends the Board of Education approve the District's application of Declaration of Need for Fully Qualified Educators to the California Commission on Teacher Credentialing for Emergency Cross-cultural, Language and Academic Development Certificate for the 2019-2020 school year.



**Laguna Beach Unified School District**

**12.m. CONSENT/ACTION**

**May 28, 2019**

**Approval: Memorandum of Understanding (MOU) for Educational Field Experience Agreement for Student Social Workers Between University of Southern California and Laguna Beach Unified from May 29, 2019, through May 29, 2022**

**Proposal**

Staff proposes the Board of Education approve an Educational Field Experience Agreement with University of Southern California from May 29, 2019 through May 29, 2022.

**Background**

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

**Budget Impact**

There is no financial impact to the District.

**Recommended Action**

Staff recommends the Board of Education approve an Educational Field Experience Agreement with University of Southern California from May 29, 2019, through May 29, 2022.



# USC Suzanne Dworak-Peck

## School of Social Work

### MEMORANDUM OF AGREEMENT (the “Agreement”)

Between

UNIVERSITY OF SOUTHERN CALIFORNIA, SUZANNE DWORAK-PECK SCHOOL OF  
SOCIAL WORK,  
and

Laguna Beach Unified School District  
Agency

550 Blumont St., Laguna Beach, CA 92651  
Address

Located in Laguna Beach  
City

CA/USA  
State/Country

The USC Suzanne Dworak-Peck School of Social Work, University of Southern California (the “School”), designates Laguna Beach Unified School District (the “Agency”) as a School approved setting for instruction in the School’s program of education for social work. The School and the Agency commit themselves to cooperative efforts, as described below, in provision of supervised educational field experiences for students. This agreement becomes effective upon 05/29/2019 and remains in force until 05/29/2022. This agreement may be renewed annually upon mutual agreement of the parties.

#### THE SCHOOL AGREES TO:

- Work cooperatively with the Agency in designing appropriate field learning experiences to meet the objectives of the School’s field education program.
- Select and/or recommend for placement at the Agency students who appear to be most appropriate. It is understood that the Agency will have the opportunity to meet the students before placement begins.
- Provide on-line access to the School’s field manual plus other pertinent instructional material, such as: academic calendar, course outlines, field bulletins, evaluation guidelines, periodic updates.
- Keep Agency and Field Instructors informed about School activities and plans affecting field education.
- Provide opportunities for Agency/Field Instructor participation in relevant School committees and activities.
- Notify students that they are subject, during their educational field experience at Agency, to applicable Agency regulations and that they must conform to the same standards as are set for Agency’s employees in matters relating to the welfare of clients or patients and general Agency operation.
- The School requires that student interns obtain professional malpractice insurance through a blanket policy secured by the School, before beginning their field placement experience. The coverage liability limits are \$1,000,000 each claim, and \$3,000,000 aggregate.

THE AGENCY AGREES TO:

- Adhere to the goals of the School as presented in its field education manual except in any circumstances wherein a said goal conflicts with Agency's stated policy, rule, or procedure.
- Accept and treat the student's primary role as a learner and the field placement assignment as an educational experience. This includes the following:
  - a) permitting the student to receive needed support, assistance and instruction;
  - b) making available to the student appropriate cases and learning activities; and
  - c) permitting the student to participate in staff development and other training opportunities.
- Provide the student with the resources necessary to carry out assigned educational and service tasks, including the following:
  - a) space that is sufficiently private for carrying on independent work and activity;
  - b) clerical service and supplies for records and reports produced for the agency; and
  - c) access to client and Agency records as appropriate to assigned tasks.
- Provide qualified staff as Field Instructors for the student, subject to approval by the School.
- Assure that the Field Education Liaison is advised of policy and service changes and developments which may affect student learning or the School's curriculum.
- Provide for reimbursement of all student travel expenses on Agency business that has approval of Field Instructor.
- Provide the student with information available to its employees regarding personal safety, when carrying out agency related assignments.
- Provide the student with copies of harassment (including sexual harassment) and protected-class discrimination policies and reporting procedures that Agency has in place.
- Provide students with the name and contact information of personnel that Agency has designated for reporting harassment and protected-class discrimination in the workplace.

The Agency signatory is authorized by the Agency to sign for the agency and acknowledges having read and understood all of the terms and provisions of the Agreement, including the reverse side hereof, and agrees to be bound by all the terms and provisions contained herein upon the execution of this Agreement

UNIVERSITY OF SOUTHERN  
CALIFORNIA

AGENCY

Laguna Beach Unified School District

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

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

Print  
Name: \_\_\_\_\_

Print  
Name: Leisa Winston

Title: \_\_\_\_\_

Title: Asst. Supt. Human Resources & Public Comm.

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

Date: 5/28/19

USC SUZANNE DWORAK-PECK SCHOOL OF SOCIAL WORK

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

Marleen Wong, Ph.D., LCSW  
Senior Vice Dean, Field Education

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

## TERMS AND CONDITIONS

1) Coordination of Program. The parties shall use best efforts to establish the educational objectives for the program, devise methods for its implementation, and continually evaluate to determine the effectiveness of the clinical experience.

2) Students Not School Employees. The parties hereto agree that the School's students are fulfilling specific requirements for clinical experiences as part of a degree requirement and, therefore, the School's students are not to be considered employees or agents of either the School or the Agency for any purpose, including Worker's Compensation or employee benefit programs.

3) Insurance. Each party to this Agreement shall provide and maintain, at its own expense, a program of insurance covering its activities and operations hereunder. Such program of insurance shall include, but not be limited to, comprehensive general liability and professional liability with reasonable minimum coverage common in the relevant industry. Upon written request, either party shall provide the other with a certificate evidencing such coverage.

4) Termination. This Agreement may be terminated by either party with or without cause upon ninety (90) days written notice, provided that all students currently enrolled in the program at the time of notice of termination shall be given the opportunity to complete the program.

5) Arbitration. All controversies, claims and disputes arising in connection with this Agreement shall be settled by mutual consultation between the parties in good faith as promptly as possible, but failing an amicable settlement shall be settled finally by arbitration in accordance with the provisions of this Section. Such arbitration shall be conducted in Los Angeles, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The parties hereto hereby agree that the arbitration procedure provided for herein shall be the sole and exclusive method of resolving any and all of the aforesaid controversies, claims or disputes. The costs and expenses of the arbitration, including without limitation attorneys' fees, shall be borne by the parties in the manner determined by the arbitrator.

6) No Agency. Both parties acknowledge that they are independent contractors, and nothing contained herein shall be deemed to create an agency, joint venture, franchise, or partnership relation between the parties.

7) Assignment. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

8) Governing Law. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California.

9) Counterparts. This agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement. This Agreement may be executed on facsimile counterparts.

10) Entire Agreement. This Agreement fully supersedes any and all prior agreements or understandings between the parties hereto or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

11) Patient Privacy. The parties hereto affirm their commitment to comply with federal and state law regarding the use and disclosure of protected health information. Each party agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Security Regulations"). Each party will promptly report to the other any use of disclosure in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of a patient's Protected Health Information which was previously disclosed to that party under this Agreement.

12) LIMITATION ON LIABILITY. To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

## **Laguna Beach Unified School District**

### **12.n. CONSENT/ACTION**

**May 28, 2019**

**Approval: Stipulated Expulsion Agreement for LBHS Student 2018-19-004**

#### **Proposal**

The Board of Education approve the recommended Stipulated Expulsion Agreement that was made between the Laguna Beach Unified School District and parents of the Laguna Beach High School student. Staff recommends the Board of Education approve the expulsion of the student pursuant to the terms outlined in the Stipulated Expulsion Agreement and Rehabilitation Plan.

#### **Background**

Pursuant to Education Code §48900(c) a student who has committed the following acts is subject to discipline by suspension or expulsion when other means of correction are not feasible or have repeatedly failed to bring about proper conduct:

Education Code §48900(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

In accordance with California Education Code §35146, §48912, §48918, and §48919, actions of student discipline relative to expulsions are reviewed and acted upon by the Board of Education.

The Laguna Beach Unified School District and the parents of the Laguna Beach High School student agreed to a Stipulated Expulsion Agreement and Rehabilitation Plan. Should the Board of Education approve the Stipulated Expulsion Agreement, the student will immediately enroll in an alternative education program for the duration of the period of expulsion. Upon successful completion of the Rehabilitation Plan, the student will be eligible to apply for reinstatement in the District. If any of the conditions of the Stipulated Expulsion Agreement and Rehabilitation Plan are not met, or if there are any violations of California Education Code §48900/48915, et. seq., the expulsion will be continued until such time as compliance with the terms has been completely met.

#### **Budget Impact**

No budget impact.

#### **Recommended Action**

Staff recommends the Board of Education approve the expulsion of the student pursuant to the terms outlined in the Stipulated Expulsion Agreement and Rehabilitation Plan.

## **Laguna Beach Unified School District**

### **13. INFORMATION**

**May 28, 2019**

#### **Report on Weighted Grades/Credit at Laguna Beach High School**

##### **Proposal**

Staff will provide information to the Board of Education in response to questions presented by the Board and discussion held at the April 23, 2019 Board meeting regarding weighted grades/credit at Laguna Beach High School.

##### **Background**

On April 23, 2019, at the request of a community member, the Board received input from members of the community regarding the policy and practices of weighting grades at Laguna Beach High School. During that discussion, the Board requested a general presentation be provided on the whole topic at the May 28 Board meeting. The presentation will include information on the number of students enrolling in honors classes, how many weighted and AP classes are currently offered at LBHS, whether a determination can be made if merit scholarships have been affected, as well as a review of the UC criteria for a course to be considered as Honors.

In 2016, the Board directed staff to form a committee to review the LBUSD course weighting practices for equity and consistency. The recommendation of the committee that was approved by the Board was to follow the University of California criteria for weighting of honors/AP courses. The University of California assigns an additional weight to grades received in honors level or Advanced Placement courses to encourage students to undertake more challenging work at the advanced level in high school. The University of California uses a specific and narrow definition of honors level work and high schools must ensure identified courses demonstrate distinctive features that set it apart from regular high school courses. Honors weighted courses must be comparable in terms of workload and rigor to Advanced Placement, International Baccalaureate, or introductory college-level courses in the subject. Additionally, the University of California Office of the President site (UC Doorways) site, the four items below distinguish a course as honors.

1. Honors-level courses are specialized, advanced courses designed for 10th-, 11th- or 12th-graders who have already completed foundation work in the subject area. High school courses offered at the grade 9 level that schools might locally designate as “honors” are not eligible for the UC honors designation.
2. Courses must have established prerequisites, as appropriate to the discipline.

3. Honors-level courses must have a comprehensive final examination or a substantive, culminating project. The purpose of the final exam/project is for students to exhibit depth of knowledge and sustained mastery of subject material.
4. In general, it is highly recommended [but not required] high school courses being considered for the UC honors designation will have a non-honors equivalent course offered at the same frequency (e.g., annually, every other year, etc.), in the same subject area, and at the same grade level

In addition to this general UC honors criteria list, each subject area has additional specifications for honors weighting of courses.

At this current time, Laguna Beach High School offers 27 UC approved weighted honors courses and an additional 2 courses, Honors English 10 and Algebra II Honors, have been submitted to the UC for honors weight and are pending approval bringing the total to 29 UC approved honors weighted courses. The courses not approved by the UC to receive honors credit include the following: Honors English 9 (9th-grade courses are not eligible to receive UC Honors designation), and Honors Spanish II, III, IV.

#### **Budget Impact**

There is no budget impact for this report.

#### **Recommended Action**

No action is required.



## **Laguna Beach Unified School District**

### **14. ACTION**

**May 28, 2019**

**Approval: Mosaic Network, Inc. (CoVitalityApp), California Student Privacy Agreement and Scope of Services for the 2019-20 School Year at a Cost Not-to-Exceed \$8,505**

#### **Proposal**

Staff proposes the Board of Education approve the contract to continue work with Mosaic Network, Inc., for the 2019-20 school year. Staff will utilize Mosaic Network's CoVitalityApp's sequential research services, which include unlimited access to the CoVitality Online Education Research Library.

#### **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 school-based mental health professionals within the district evaluated multiple universal screening options. The team recommended 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) CoVitality, 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. We use Illuminate to host the assessment and scoring for the SRSS and there is no cost or contract associated with implementation in K-3 as the content is public domain.

The proposed contract will enable LBUSD to deliver multiple covitality and social-emotional distress surveys to students in 4<sup>th</sup>-12<sup>th</sup> grades in the fall and in the spring, via an online survey. The scope of the software agreement includes:

- Software and system configuration;
- 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.

LCAP Goal 1: Increase student academic achievement and social/emotional strength through collaboration, critical thinking, creativity, and communication.

**Budget Impact**

The cost of the service agreement for the 2019-2020 school year is \$8,505.

**Recommended Action**

Staff recommends the Board of Education approve the Mosaic Network, Inc. California Student Privacy Agreement for the 2019-20 school year at a cost not-to-exceed \$8,505.



## AN OVERVIEW OF THE CALIFORNIA STUDENT DATA PRIVACY AGREEMENT

Introduction: Since the passage of AB 1584, (now found at California Education Code section 49073.1), school districts have struggled to incorporate its required provisions in their contracts with digital providers. Two reasons account for a large portion of these difficulties. First, school districts often do not have the legal resources to negotiate with legally compliant privacy provisions, especially when they are negotiating with digital providers who may be resistant to change contract provisions the providers have crafted for their own purposes often at considerable expense. Second, other school districts are often reluctant to adopt the products for their school district, especially if they do not know whether these other agreements have been legally reviewed, and by persons who are comfortable in the new law of data privacy.

The California Student Data Privacy Agreement (referred to here as the "DPA") attempts to tackle these two challenges head on. First, it has been reviewed by several sets of legal and subject matter experts ranging from the Federal government, private attorneys, and educators working in the data privacy field both within the State of California and beyond. Users of this document can know, with a high degree of confidence, that it meets both the requirements of Federal and California State law.

School districts using this DPA for their digital contracts can, by uploading the executed DPA into the California Student Privacy Alliance ("CSPA") website, make the DPA available for use by other school districts. This includes school districts both within California and outside of California, since California is now a member of a nationwide data contract exchange maintained by the Student Data Privacy Consortium ("SDPC").

Practical Document: Legal compliance was not the only objective of the drafters of this DPA. They also sought to make this a practical and useful document; therefore this document contains provisions that will be of assistance to those persons, at the District and the Vendors who will administer the digital program established by the underlying agreement. We will briefly note some of the more important provisions of the DPA:

(a) *Nature of Digital Services:* Paragraph 2 of Article I of the DPA describes the service to be provided by the digital vendor. Such a description is often missing in many digital contracts. Having a short and workable summary of the services will also provide a description of the benefits of such a service to members of the educational community, a vital component in the acceptance and dissemination of educational digital products.

(b) *Types of Data to be Transferred:* Paragraph 3 of Article I, provides an opportunity for the Vendor and the District to list the types of student data that the providers will need in order to perform its services. This listing can be accomplished either by listing the types of data to be transferred in the text of the DPA or by checking the data "boxes" in Exhibit B, the Schedule of Data, attached to the DPA.

(c) *Descriptions of Data Security.* This provision is found at Paragraph 1 of Article V. It was perhaps the most challenging section of the DPA, especially given the lack of specific data security requirements in California law. We therefore resorted to some helpful categories of data protection, (including regulating Provider Subprocessors, a topic often neglected in the law). The paragraph while also allowing the provider to flesh out their security measures in an attachment to the DPA. We are optimistic that provider attachments will increase public confidence in digital products, because it has been our experience that many digital providers have elaborate and robust data security systems.

(d) *Definitions:* In development of the DPA, we found that different laws used identical terms but with different meanings. To avoid confusion and enable all stakeholders to understand the DPA, we felt an important component was a Definition of Terms or Exhibit C.

Partnership: Readers of this DPA may detect a more "neutral" tone than that found in many DPAs and which takes into account provider interests. This includes the creation of commensurate data protection duties for school districts. This approach is deliberate. The authors of this DPA believe that to be effective, digital contracts must create a partnership, a recognition that is as vitally important to providers as well as school district to protect the integrity of student data.

Scalability: Perhaps the most ambitious section of the DPA is the "General Offer of Terms" by the Provider regarding student data privacy rights. Providers making this voluntary offer (found at Exhibit "E"), agree to be bound to the same privacy terms as found in the DPA to other, future school districts who also sign the DPA. Why would a provider ascribe to this offer? Because they, like school districts, also wish to avoid the transaction costs and uncertainties of separately negotiating the privacy sections of their data agreements with individual school districts. They are also protected by the fact that the privacy offer does not include such items as pricing, which the providers are free to negotiate separately, and by the limited duration of the offer.

Length: The drafting of contracts frequently involves the sacrifice of certain principles. Here the sacrificed quality may be compactness. This DPA is rather long, but it is long for four reasons. First, it hopes to be versatile and used in a number of settings. To do so it must be comprehensive. Secondly in order to be useful, it employs several attachments which could, in the appropriate circumstances, be discarded. Third, the formatting and font size is generous for ease of reading. The font size can be decreased. Finally, the world of digital education is complicated and changing. Perhaps it is in this is the one context where we can venture to say that brevity is not a virtue.

Mechanics: Here are a few practical tips to help you complete the DPA:

The DPA is provided in .pdf format with fillable fields. To see the text that needs to be replaced, hover over the fillable fields. On a MAC, to see the text that needs to added, you may need to hover on the fillable field and select Control.

On the specified pages, you will need to:

**On Cover Page:**

Locate fillable field **Insert Name Of School District or Local Education Agency** and insert the name of your LEA.

Locate fillable field **Insert Name of Provider** and insert the name of the Provider.

Locate fillable field **Date of Service Agreement** and insert the actual date of the agreement.

**On Page 1:**

Locate fillable field **Insert Name Of School District or Local Education Agency** and insert the name of your LEA.

Locate fillable field **Insert Name of Provider** and insert the name of the Provider.

Locate fillable field **Insert Date** and insert the date of the agreement.

Locate second fillable field **Insert Date** and insert the date of the agreement.

**On Page 2:**

Locate fillable field **Insert Brief Description of Services** and insert See Exhibit A or mark Not Applicable.

**On Page 3:**

Locate fillable field **Insert Categories of Student Data to be provided to the Provider** and insert See Exhibit B or mark Not Applicable.

**On Page 8:**

Locate fillable field **Insert County** and insert the name of the jurisdictional county.

**On Page 9:**

Locate fillable field **Insert Name of School District or LEA** and insert the name of the LEA.

Locate fillable field **Signature No Electronic Signatures Allowed** and manually sign the CDSPA.

Locate fillable field **Date of Service Agreement** and insert the date signed by the LEA.

Locate fillable field **Printed Name** and insert the name of the individual signing on behalf of the LEA.

Locate fillable field **Title/Position** and insert the title/position of the individual signing on behalf of the LEA.

Locate second fillable field **Insert Name of Provider** and insert the name of the Provider.

Locate second fillable field **Signature No Electronic Signatures Allowed** and manually sign the CDSPA.

Locate second fillable field **Date of Service Agreement** and insert the date signed by the Provider.

Locate second fillable field **Printed Name** and insert the name of the individual signing on behalf of the Provider.

Locate second fillable field **Title/Position** and insert the title/position of the individual signing on behalf of the Provider.

**On Page 10:**

Locate fillable field **Insert Detailed Description of Services Here** found as Exhibit A and insert Description of Services or mark Not Applicable.

**On Pages 11-12:**

Locate fillable fields **Check If Use By Your System** and check appropriate data element boxes.

**On Page 16:**

Locate fillable field **Insert Additional Data Security Requirements Here** found as Exhibit D and insert Data Security Requirements or mark Not Applicable.

**For Providers who wish to sign the General Offer of Terms:****On Page 17 #1 Offer of Terms:**

Locate fillable field **Insert Name of Initiating LEA** and insert the name of the initiating LEA.

Locate fillable field **Insert Date** and insert the date of the original initiating DPA.

Locate fillable field **Insert Provider Name** and insert the name of the Provider.

Locate fillable field **Signature No Electronic Signatures Allowed** and manually sign the General Offer of Terms.

Locate fillable field **Date** and insert the date signed by the Provider.

Locate fillable field **Printed Name** and insert the name of the individual signing on behalf of the Provider.

Locate fillable field **Title/Position** and insert the title/position of the individual signing on behalf of the Provider.

**For Subscribing LEAs who wish to accept the General Offer of Terms signed by a given Provider:****On Page 17 #2 Subscribing LEA (without making any changes to #1)**

Locate fillable field **Insert Subscribing LEA Name** and insert the name of the LEA.

Locate fillable field **Signature No Electronic Signatures Allowed** and manually sign the General Offer of Terms.

Locate fillable field **Date** and insert the date the Subscribing LEA accepts the General Offer of Terms.

Locate fillable field **Printed Name** and insert the name of the individual signing on behalf of the Subscribing LEA.

Locate fillable field **Title/Position** and insert the title/position of the individual signing on behalf of the Subscribing LEA.

**CALIFORNIA STUDENT DATA PRIVACY AGREEMENT**

**Version 1.0**

Laguna Beach Unified School District

**and**

Mosaic Network, Inc.

05/28/2019

This California Student Data Privacy Agreement ("DPA") is entered into by and between the Laguna Beach Unified School Dist. (hereinafter referred to as "LEA") and Mosaic Network, Inc. (hereinafter referred to as "Provider") on 05/28/2019. The Parties agree to the terms as stated herein.

## RECITALS

**WHEREAS**, the Provider has agreed to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") pursuant to a contract dated 05/28/2019 ("Service Agreement"); and

**WHEREAS**, in order to provide the Services described in the Service Agreement, the Provider may receive and the LEA may provide documents or data that are covered by several federal and statutes, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g, Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232 h; and

**WHEREAS**, the documents and data transferred from California LEAs are also subject to several California student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act (sometimes referred to as either "SB 1177" or "SOPIPA") found at California Business and Professions Code section 22584; and

**WHEREAS**, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

**WHEREAS**, the Provider may, by signing the "General Offer of Privacy Terms", agrees to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

**NOW THEREFORE**, for good and valuable consideration, the parties agree as follows:

## ARTICLE I: PURPOSE AND SCOPE

- Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from the LEA pursuant to the Service Agreement, including compliance with all applicable privacy statutes, including the FERPA, PPRA, COPPA, SB 1177 (SOPIPA), and AB 1584. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA. Control duties are set forth below.
- Nature of Services Provided.** The Provider has agreed to provide the following digital educational services described below and as may be further outlined in Exhibit "A" hereto:

3. **Student Data to Be Provided.** In order to perform the Services described in the Service Agreement, LEA shall provide the categories of data described below or as indicated in the Schedule of Data, attached hereto as Exhibit "B":

Use of online portal and application for the administration of student surveys.
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4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

## **ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

1. **Student Data Property of LEA.** All Student Data or any other Pupil Records transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Parties agree that as between them all rights, including all intellectual property rights in and to Student Data or any other Pupil Records contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of student data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review personally identifiable information on the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner to the LEA's request for personally identifiable information in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** Provider shall, at the request of the LEA, transfer Student generated content to a separate student account.
4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party unless legally prohibited.



5. **No Unauthorized Use.** Provider shall not use Student Data or information in a Pupil Record for any purpose other than as explicitly specified in the Service Agreement.
6. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree protect Student Data in manner consistent with the terms of this DPA

### **ARTICLE III: DUTIES OF LEA**

1. **Provide Data In Compliance With FERPA.** LEA shall provide data for the purposes of the Service Agreement in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232 g, AB 1584 and the other privacy statutes quoted in this DPA.
2. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
3. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.
4. **District Representative.** At request of Provider, LEA shall designate an employee or agent of the District as the District representative for the coordination and fulfillment of the duties of this DPA.

### **ARTICLE IV: DUTIES OF PROVIDER**

1. **Privacy Compliance.** The Provider shall comply with all California and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, AB 1584, and SOPIPA.
2. **Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above.
3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of FERPA laws with respect to the data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

4. **No Disclosure.** Provider shall not disclose any data obtained under the Service Agreement in a manner that could identify an individual student to any other entity in published results of studies as authorized by the Service Agreement. Deidentified information may be used by the vendor for the purposes of development and improvement of educational sites, services, or applications.
5. **Disposition of Data.** Provider shall dispose of all personally identifiable data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained and transfer said data to LEA or LEA's designee within 60 days of the date of termination and according to a schedule and procedure as the Parties may reasonably agree. Nothing in the Service Agreement authorizes Provider to maintain personally identifiable data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Disposition shall include (1) the shredding of any hard copies of any Pupil Records; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable. Provider shall provide written notification to LEA when the Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. Nothing in the Service Agreement authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.
6. **Advertising Prohibition.** Provider is prohibited from using Student Data to conduct or assist targeted advertising directed at students or their families/guardians. This prohibition includes the development of a profile of a student, or their families/guardians or group, for any commercial purpose other than providing the service to client. This shall not prohibit Providers from using data to make product or service recommendations to LEA.

## **ARTICLE V: DATA PROVISIONS**

1. **Data Security.** The Provider agrees to abide by and maintain adequate data security measures to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. Provider may further detail its security programs and measures in in Exhibit "D" hereto. These measures shall include, but are not limited to:
  - a. **Passwords and Employee Access.** Provider shall make best efforts practices to secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. As stated elsewhere in this DPA, employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall pass criminal background checks.
  - b. **Destruction of Data.** Provider shall destroy all personally identifiable data obtained under the Service Agreement when it is no longer needed for the purpose for which it was



obtained or transfer said data to LEA or LEA's designee, according to a schedule and procedure as the parties may reasonable agree. Nothing in the Service Agreement authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.

- c. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
- d. **Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
- e. **Security Technology.** When the service is accessed using a supported web browser, Secure Socket Layer ("SSL"), or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe secure only to authorized users. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is periodically updated according to industry standards.
- f. **Security Coordinator.** Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement
- g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.

2. **Data Breach.** In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident. Provider shall follow the following process:

- a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
- b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
  - i. The name and contact information of the reporting LEA subject to this section.
  - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

- iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
  - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
  - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c. At LEA's discretion, the security breach notification may also include any of the following:
- i. Information about what the agency has done to protect individuals whose information has been breached.
  - ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d. Any agency that is required to issue a security breach notification pursuant to this section to more than 500 California residents as a result of a single breach of the security system shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General. Provider shall assist LEA in these efforts.
- e. At the request and with the assistance of the District, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above.

## **ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS**

Provider may, by signing the attached Form of General Offer of Privacy Terms ("General Offer"), (attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the Acceptance on said Exhibit. The Form is limited by the terms and conditions described therein.

## **ARTICLE VII: MISCELLANEOUS**

1. **Term.** The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. Notwithstanding the foregoing, Provider agrees to be bound by the terms and obligations of this DPA for no less than three (3) years.
2. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated.
3. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall

destroy all of LEA's data pursuant to Article V, section 1(b).

4. **Priority of Agreements.** This DPA shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and AB 1584. In the event there is conflict between the terms of the DPA and the Service Agreement, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the addresses set forth herein.
6. **Application of Agreement to Other Agencies.** Provider may agree by signing the General Offer of Privacy Terms be bound by the terms of this DPA for the services described therein for any Successor Agency who signs a Joinder to this DPA.
7. **Entire Agreement.** This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
8. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
9. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA,

WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN Orange COUNTY, CALIFORNIA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Laguna Beach Unified School District

Date: 05/28/2019

Printed Name:

Title/Position:

Mosaic Network, Inc.

Date: 05/28/2019

Printed Name:

Prashant Rajvaldya

Title/Position:

President

*Note: Electronic signature not permitted.*

**EXHIBIT "A"**  
DESCRIPTION OF SERVICES

See Attachment "A" Scope of Services and Payment Overview

**EXHIBIT "B"**  
**SCHEDULE OF DATA**

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input checked="" type="checkbox"/>
	Language information (native, preferred or primary language spoken by student)	<input checked="" type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>

Category of Data	Elements	Check if used by your system
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts	<input type="checkbox"/>
	Student disability information	<input checked="" type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Category of Data	Elements	Check if used by your system
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Vendor/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input checked="" type="checkbox"/>
Student work	Student generated content; writing, pictures etc.	<input type="checkbox"/>

Category of Data	Elements	Check if used by your system
Other	Other student work data - Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data -Please specify:	<input type="checkbox"/>

Category of Data	Elements	Check if used by your system
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data - Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored or collected by your application	<input type="checkbox"/>



## EXHIBIT "C"

### DEFINITIONS

**AB 1584, Buchanan:** The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

**De-Identifiable Information (DII):** De-Identification refers to the process by which the Vendor removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

**NIST 800-63-3:** Draft National Institute of Standards and Technology ("NIST") Special Publication 800-63-3 Digital Authentication Guideline.

**Operator:** For the purposes of SB 1177, SOPIPA, the term "operator" means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in AB 1584.

**Personally Identifiable Information (PII):** The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes, without limitation, at least the following:

First and Last Name	Home Address
Telephone Number	Email Address
Discipline Records	Test Results
Special Education Data	Juvenile Dependency Records
Grades	Evaluations
Criminal Records	Medical Records
Health Records	Social Security Number
Biometric Information	Disabilities
Socioeconomic Information	Food Purchases
Political Affiliations	Religious Information
Text Messages	Documents
Student Identifiers	Search Activity
Photos	Voice Recordings
Videos	

#### General Categories:

**Indirect Identifiers:** Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty

**Information in the Student's Educational Record**

## Information in the Student's Email

**Provider:** For purposes of the Service Agreement, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the Service Agreement the term "Provider" replaces the term "Third Party as defined in California Education Code § 49073.1 (AB 1584, Buchanan), and replaces the term as "Operator" as defined in SB 1177, SOPIPA.

**Pupil Generated Content:** The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

**Pupil Records:** Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational LEA employee.

**SB 1177, SOPIPA:** Once passed, the requirements of SB 1177, SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

**Service Agreement:** Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

**School Official:** For the purposes of this Agreement and pursuant to CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and Federal laws and regulations. Student Data as specified in Exhibit B is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

**Subscribing LEA:** An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Subprocessor:** For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection,

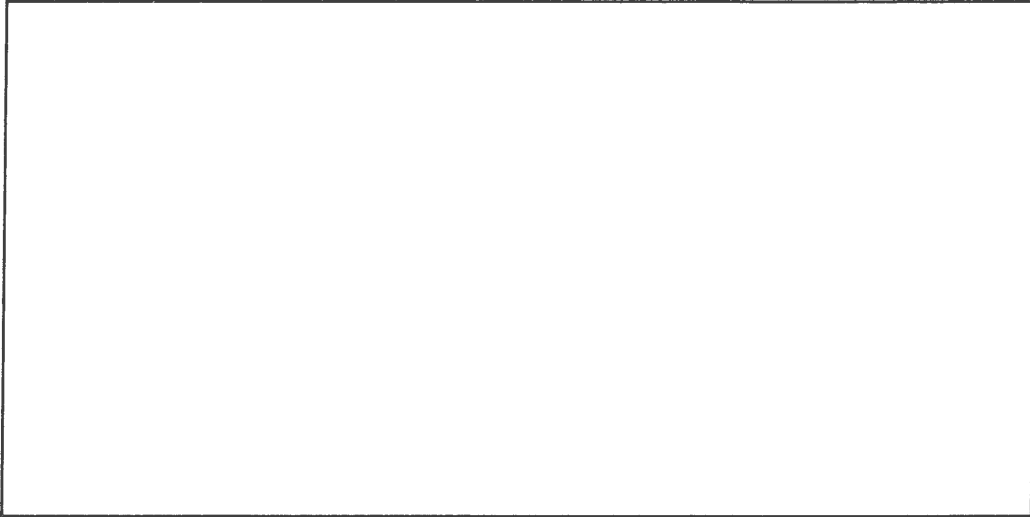
analytics, storage, or other service to operate and/or improve its software, and who has access to PII. This term shall also include in it meaning the term "Service Provider," as it is found in SOPIPA.

**Targeted Advertising:** Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

**Third Party:** The term "Third Party" as appears in California Education Code § 49073.1 (AB 1584, Buchanan) means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

**EXHIBIT "D"**

**DATA SECURITY REQUIREMENTS**



**EXHIBIT "E"**  
**GENERAL OFFER OF PRIVACY TERMS**

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and  and which is dated  to any other LEA ("Subscribing LEA") to anywho accepts this General Offer though its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify the California Student Privacy Alliance in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Date:

Printed Name:

Title/Position:

**2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Date:

Printed Name:

Title/Position:

## **Laguna Beach Unified School District**

### **15. ACTION**

**May 28, 2019**

**Approval: Agreement with The Art of Education University for Online Professional Development in an Amount Not-to-Exceed \$7,500**

#### **Proposal**

Staff proposes the Board of Education approve an agreement with The Art of Education University to provide Laguna Beach Unified School District visual and performing art (VAPA) teachers with online professional development opportunities.

#### **Background**

Laguna Beach Unified School District formed an Arts Advisory Committee during the 2018-19 school year which consisted of VAPA teachers across all four school sites. Our committee met three times during the 2018-19 school year to review our current Strategic Arts Education Plan and to plan for the future of Arts in our schools. Through this process, the committee agreed that one of our top two priorities is providing ongoing professional development for our VAPA teachers.

Our committee recommended the Art of Education University (AOEU) as an online provider of professional development for art teachers. Their program offers innovative connections that are manageable to understand and apply in the art classroom. Teachers will have access to a comprehensive on-demand library filled with hundreds of expert trainings, hands-on tutorials, and rich printable resources. As a committee, it was agreed that we should pursue this program to support the continued development of our VAPA teachers.

LCAP Goal 3: Professional Development focused on 21st-century teaching and learning.

#### **Budget Impact**

The projected cost for this professional development is not-to-exceed \$7,500.

#### **Recommended Action**

Staff recommends the Board of Education approve an agreement with The Art of Education University to provide Laguna Beach Unified School District visual and performing art (VAPA) teachers with online professional development opportunities.

Art of Education Proposal- LAGUNA BEACH UNIFIED SCH DIST-

\$7,500.00

RECEIPT

# The Art of Education University

Proposal prepared by District Sales Executive, Simon  
Cardwell

LAGUNA BEACH UNIFIED SCH  
DIST

Art of Education Proposal- LAGUNA BEACH UNIFIED SCH DIST-

\$7,500.00

✓ ACCEPT

# Proposal

Upon review, you can complete your purchase by:

- selecting from the products below
- Click the "Accept" button.
- Email copy of Purchase Order and/or Payment, Sales Tax Exemption, if applicable.
- Terms are Net 30.

Terms and Conditions

The Art of Education University- Terms and Conditions

Art Ed PRO/Art Ed Now- up to 20 teachers

SUBTOTAL

✓ \$7,500.00 ○

## Description

## Price

**Art Ed PRO-  
District license-  
Up to 20 teachers**

1

\$4,500.00

**School Success  
Package**

1

\$1,000.00 □

AOE will provide support & implementation services and resources to assist with the setup and planning, execution, and monitoring of the Art Ed Pro implementation.

- Set Up of Basic Technical Package



Art of Education Proposal- LAGUNA BEACH UNIFIED SCH DIST-

\$7,500.00

P116

## • AOE

Administrative

Guide

## • AOE

Administrative

Checklist

## • Implementation

Webinars

## • Implementation

Consultations

## • Implementation

Milestone Touches

- Emails &amp; Calls

**Art Ed Now****conference-****Summer 2019-****District license**

up to 20 teachers

July 25th, 2019

\$2,000.00 ☐

•20+ highly-practical and relevant art ed presentations, hand-picked and expertly curated by AOE.

•Zero travel costs

•Enjoy it live, or watch later at your own pace for an entire year using the conference "AOE After Pass".

Art of Education Proposal- LAGUNA BEACH UNIFIED SCH DIST-

**\$7,500.00**

✓ ACCEPT

giveaways,  
freebies, handouts,  
product samples,  
and more, from art  
ed companies you  
love!

- 8 PD hours
- SWAG BOX

included for early  
registration

**TOTAL EXCLUDING TAX:****\$7,500.00****Total****\$7,500.00**

# Terms and Conditions

## 1. ACCEPTANCE OF TERMS

Welcome to the website of The Art of Education University ("AOEU", "we", or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, the "Terms of Use"), govern your access to and use of [www.theartofeducation.edu/](http://www.theartofeducation.edu/), including any content, functionality, and services offered on or through [www.theartofeducation.edu](http://www.theartofeducation.edu) and any mobile, tablet, or other application that interfaces with [www.theartofeducation.edu](http://www.theartofeducation.edu) (together, the "Website"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you begin using the Website. By accessing, downloading, installing, or using our products and/or services, you agree to be bound by the Terms of Use, which you acknowledge that you have read and understood.

We reserve the right, at our sole discretion, to change, modify, or otherwise alter the Terms of Use at any time. You must review the Terms of Use on a regular basis to keep yourself informed of any

changes. The contents of the Website may be discontinued or changed at any time in our sole discretion. All changes are effective immediately when posted, and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use will constitute your acceptance of and agreement to such changes. Any dated information included on the Website is current at the date of publication only, and we do not have any obligation or responsibility to update or amend such information.

The Website is offered and available to users who are 13 years of age or older, and that reside in the United States or any of its territories or possessions. By using the Website, you represent and warrant that you are of legal age to form a binding contract with us and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

## **2. ACCESSING THE WEBSITE AND ACCOUNT SECURITY**

We reserve the right to withdraw or amend the Website and any service or material we provide on the Website in our sole discretion without notice. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

Your user name and password are specific to you, and you agree to keep it confidential and not allow others to access the Website using your login credentials. You agree to notify us immediately of any unauthorized access to or use of your user name or password. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view, save, or record your password or other personal information.

We have the right to disable any user account in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of the Terms of Use.

## **3. PRICES AND PAYMENT TERMS**

All prices, discounts, and promotions posted on the Website are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation. Terms of payment are within our sole discretion and payment must be received before acceptance of an order. You represent and warrant that all payment information that you provide is accurate and that you have the right to make such payment. All payments for the products and/or services on the Website are to be made in United States Dollars (USD).

We provide access to our products and services through a one-time access or subscription services. As a user who subscribes to a subscription service, you understand that services are provided on a continuous basis. Therefore, once you enroll in a subscription service, your subscription will be automatically renewed and we have permission to automatically charge your account based on the subscription program you selected.

#### **4. REFUNDS AND EXCHANGES**

AOEU's refund policies vary depending on the product. Please contact us with any refund requests on an individual basis.

#### **5. RELIANCE ON INFORMATION POSTED**

The information presented on or through the Website is made available solely for general information. The accuracy, completeness, or usefulness of this information is not warranted. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

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The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by AOEU, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

The Terms of Use permit you to use the Website and its content for your personal, non-commercial use only, unless you purchase a subscription that expressly permits commercial use of the content. Material on the website may be used for classroom and personal use. If you are sharing, or modifying and sharing, website material in a public forum, you must give credit by linking to [theartofeducation.edu](http://theartofeducation.edu).

You must not:

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- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

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from, distribute, and display such content throughout the world in any media. You grant AOEU, its affiliates, licensors, and sublicensees the right to use the name that you submit in connection with such content, if we choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate the Terms of Use and will not cause injury to any person or entity; and that you will indemnify AOEU, its affiliates, and sublicensees for all claims resulting from content you supply. AOEU has the right, but not the obligation, to monitor and edit or remove any activity or content. AOEU takes no responsibility and assumes no liability for any content posted by you or any third party.

## **7. TRADEMARKS**

The AOEU name, the AOEU logo, and all related names, logos, product and service names, designs, and slogans are trademarks of AOEU or its affiliates or licensors. All other names, logos, product and service names, designs, and slogans on the Website are the trademarks of their respective owners. If the AOEU name, the AOEU logo or any related names, logos, product and service names, designs or slogans are used outside of the original sources themselves, you must cite the AOEU homepage or link back to the AOEU home page or to the original source.

## **8. LIMITATION ON LIABILITY**

IN NO EVENT WILL AOEU, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO,

PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **9. INDEMNIFICATION**

You agree to defend, indemnify and hold harmless AOEU, its affiliates, licensors, sublicensees, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

## **10. GOVERNING LAW AND JURISDICTION**

All matters relating to the Website and the Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction). Any legal suit, action, or proceeding arising out of, or related to, the Website or the Terms of Use shall be instituted exclusively in the federal courts of the United States or the courts of the State of Iowa in Polk County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

## **11. PRIVACY POLICY**



All information we collect on the Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

## 12. CUSTOMER SERVICE

This Website is operated by

The Art of Education University

518 Main Street, Suite A

Osage, IA 50461.

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: [info@theartofeducation.edu](mailto:info@theartofeducation.edu).

Thank you for visiting The Art of Education University.

**Laguna Beach Unified School District**

**16. ACTION**

**May 28, 2019**

**Approval: Increase the Existing Agreement with Best Best & Krieger for Legal Counsel Related to Special Education Issues with a not-to-Exceed Amount of \$30,000 for the 2018-2019 and 2019-2020 School Year**

**Proposal**

Staff proposes the Board of Education authorize an increase to the existing agreement with Best Best & Krieger for legal services and advice related to special education issues with a not-to-exceed amount of \$30,000.

**Background**

Best Best & Krieger's standard hourly rate for legal counsel related to special education issues is \$260 per hour.

**Budget Impact**

The not-to-exceed amount of \$30,000 will come from general funds, special education budget.

**Recommended Action**

Staff recommends the Board of Education approve an increase to the agreement with Best Best & Krieger for legal services and advice related to special education issues for the 2018-2019 and 2019-2020 school year, with a not-to-exceed amount of \$30,000.

## **Laguna Beach Unified School District**

### **17. ACTION**

**May 28, 2019**

**Approval: Career Counseling Coordinator Job Description**

#### **Proposal**

Staff proposes the Board of Education approve the job description for Career Counseling Coordinator.

#### **Background**

On March 26, 2019, the Board of Education received an information item regarding the K-12 Strong Workforce Program. Beginning in 2018-2019, Education Code § 88827 established a K-12 component of the Strong Workforce Program (K12 SWP) appropriating \$150,000,000 in annual ongoing career technical education (CTE) funding to strengthen the pathways for students from secondary to post-secondary education. The goal of the K12 SWP grant is to increase the levels of college and career readiness among students which will support their successful transition from secondary education to post-secondary education and, ultimately, to career.

Orange County Department of Education (OCDE) collaborated with school districts and colleges to determine common areas of needs for their application. These areas of need included funding for a Career Counseling Coordinator for each district that will regularly collaborate with OCDE and other Orange County districts to organize school career counseling efforts, such as early college credit attainment, industry certifications, work-based learning, etc., to align with Community Colleges.

#### **Budget Impact**

There is no impact to the District budget.

#### **Recommended Action**

Staff recommends the Board of Education approve the job description for Career Counseling Coordinator.

## LAGUNA BEACH UNIFIED SCHOOL DISTRICT

### **Job Description: Career Counseling Coordinator**

#### **BASIC FUNCTION:**

Under direction of Orange County Department of Education and a district director, the Career Counseling Coordinator will assist with the alignment of Career Technical Education curriculum, activities, and counseling efforts with post-secondary institutions. The Career Counseling Coordinator will embed career elements and education systemically and organize school counseling efforts with post-secondary counselors to include early college credit attainment, industry certifications, work-based learning, etc. They will build the imperative for school counselors to help students explore, plan, and pursue careers that reflect their passions, skills, and life goals.

The Career Counseling Coordinator will provide expertise in all aspects of career counseling and instruction related to Career Technical Education. This position will serve as a resource to their school district in the development of career counseling components such as: regional career exploration, public perception of CTE, high school to college to workforce transitions, counseling competencies in accessing, interpreting, and applying relevant data, and counseling support.

The Career Counseling Coordinator will additionally conduct accountability studies that will serve to develop Career Pathways and the articulation with post-secondary institutions and assess the career education needs of their district. The Career Counseling Coordinator will build stronger pathway experiences for students through building early college credit attainment opportunities and providing career exploration by coordinating with post-secondary counselors on a consistent basis. They will create and sustain purposeful Professional Development with regional business/industry partners in the efforts of successful implementation of career counseling and exploration up to and through post-secondary institutions.

#### **ESSENTIAL DUTIES:**

- Communicate regularly with secondary and post-secondary counseling personnel with aim to address and reduce rhetorical dissonance and create consistent counseling practices regionally
- Create and maintain same-practice counseling efforts by sharing and evaluating relevant student and economic data
- Leverage other Career Pathway Initiatives and resources and implement use of common tools in career and transition planning
- Provide resources to shape and support the expanded role of school counselors in the career domain
- Attend regular meetings with other Career Counseling Coordinators, K12 Strong Workforce Technical Assistance Providers and pathway coordinators
- Assist administration with the placement of CTE courses in the master schedule
- Align core and CTE courses to enhance pathways
- Assist with the integration of career opportunities in the core content areas

- Responsible for identifying opportunities counselors, teachers, and students to participate in 21st century college and career opportunities
- Highlights ways counselors can seize opportunities to integrate 21st century skills and help them identify what activities they can replace
- Supports the continuous evaluation of students' 21st century skill development
- Creates marketing tools to advertise the 21st century programs and pathways to the greater community.

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

- Maintains professional competence through in-service education activities and professional learning communities provided by the District and/or self-selected professional growth activities.
- Perform other related duties as required and assigned.

#### **KNOWLEDGE, SKILLS, AND ABILITIES:**

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

- Current CTE trends, National and California State Standards and academic standards, Frameworks and Model Curriculum, effective staff development practices, techniques, and delivery systems
- Instructional strategies including project-based learning principles
- Orange County graduation requirements and options for college and career readiness
- 21st century skills
- Career and Technical Education
- Techniques and practices that will facilitate collaboration with staff
- Modern principles and practices of program development and implementation
- Socio-economic and cultural background differences of Orange County students

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

- Build and maintain strong relationships and communicate effectively across the region and post-secondary institutions
- Plan, organize, and develop programs that prepare students for college and career
- Implement research, collect and analyze data and report preparation; collect and evaluate student data
- Establish and maintain effective work relationships with those contacted in the performance of duties
- Identify and connect schools with innovative and creative opportunities to prepare students for college and career readiness
- Work independently
- Make decisions in the best interest of students

- Organize tasks, set priorities and meet deadlines, manage multiple tasks
- Communicate effectively in writing and verbally

### **Personal Qualities:**

Appearance, grooming and personality which establish a desirable example for pupils and peers.  
Ability to meet District standards for physical or mental health.

Above average recommendations from supervisors or other professionals who have observed the personal characteristics, scholastic attainment, and performance of the classroom teacher, including the qualities listed below:

- Independent worker
- Maturity and good judgment
- Neat and clean appearance
- Willingness to assume a wide range of responsibilities
- Willingness to learn new skills and information
- Willingness to continuously improve
- Pleasant interpersonal skills
- Good organizational skills
- Ability to work within short timelines
- Commitment to professional courtesy
- Commitment to high standards
- Commitment to professional responsibility
- High intrinsic motivation

### **MINIMUM QUALIFICATIONS:**

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

- Master's Degree including a valid California Pupil Personnel Services credential authorizing service in school counseling;
- Successful secondary-school counseling experience, preferably in a comprehensive high school setting;
- Administrative Services credential preferred, but not required.

#### **Certification/Licenses Required:**

- Valid California credential authorizing service in school counseling
- Valid California Motor Vehicle Operator's License

### **WORKING CONDITIONS:**

#### **Environment:**

- Indoor office and classroom environment.
- Moderate to loud noise levels.

### **Physical Requirements:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is required to demonstrate:

- Ability to frequently sit; stand; walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.
- Ability to occasionally lift and/or move up to 15 pounds.
- Specific vision abilities including close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus for purposes of reading documents, spreadsheets, diagrams, labels, and other printed matter.
- Ability to communicate, hear, and understand speech at typical levels in person and on the telephone.
- Ability to climb stairs.

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

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

### **Mental and Emotional Requirements:**

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

**Work Year:** 197 days

**Salary Range: Certificated Counselor Salary Schedule**

## **Laguna Beach Unified School District**

### **18. ACTION**

**May 28, 2019**

**Approval: Increase Work Year of Transition Services Coordinator from 11 Months Per Year to 12 Months Per Year, Beginning With the 2019-20 School Year**

#### **Proposal**

Staff proposes the Board of Education approve increasing the work year of the Transition Services Coordinator from 11 months per year to 12 months per year, beginning with the 2019-20 school year.

#### **Background**

This position is funded through the Transition Partnership Program grant, which recently received increased funding, as well as experienced increased reporting requirements over the last few years. This additional month will help prepare transition programs for students and address reporting requirements.

#### **Budget Impact**

This increase is approximately \$4,273 per month out of the Transition Partnership Program grant.

#### **Recommended Action**

Staff recommends the Board of Education approve the job description for Career Counseling Coordinator.