



LAGUNA BEACH
UNIFIED SCHOOL DISTRICT

AGENDA

Regular Meeting of the Board of Education

April 23, 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

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

April 23, 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. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**
Government Code §54957
 - B. 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. California Distinguished Schools – Thurston Middle School

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*
-

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
 - i. March 26, 2019 – Regular Meeting
 - ii. March 18, 2019 – Special Meeting
- b. Approval/Ratification of Personnel Report
- c. Approval of Agreements for Contracted Services – Special Education
- d. Approval of Agreements for Contracted Services – Technology
- e. Approval of Donations/Gifts – Checks Totaling \$120,917.20
- f. Approval/Ratification of Warrants #397219 through #397486 in the amount of \$1,270,018.52 Dates: 3/18/2019 through 4/12/2019
- g. Approval/Ratification of Certificated Payroll 9A in the Amount of \$2,202,374.86
Approval/Ratification of Classified Payroll 9B in the Amount of \$700,780.79
Approval/Ratification of Certificated Payroll 9C in the Amount of \$1,177.63
- h. Approval of Contract with California Youth Services (CYS) to a Provide Juvenile Alcohol and Drug Education (JADE) in an Amount Not-to-Exceed \$5,000
- i. Approval of Agreement with Sondag System by Winsor Learning to Provide Training and Materials for Summer School in an Amount Not-to-Exceed \$14,935

INFORMATION ITEMS

13. CLARIFICATION AND REVIEW OF THE POLICY AND PRACTICES FOR WEIGHTING GRADES AT LBHS

A request from a community member has been made to provide clarification of the policy and practices for weighting grades at the LBHS, including current information on all academic weighting differences between the classes - 2019, 2020, 2021 & 2022. This includes a justification of Honors Chemistry not being taught with honors curriculum.

14. THIRD QUARTER REPORT OF UNIFORM COMPLAINTS FOR THE WILLIAMS CASE SETTLEMENT

– **Leisa Winston, Assistant Superintendent, Human Resources and Public Communications**
Staff will present the Third Quarter summary report on the nature and resolution of all complaints, as required by the Williams Litigation Settlement. The report will also be submitted to the County Superintendent of Schools.

15. MONTHLY FINANCIAL UPDATE – FEBRUARY 2019

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

Staff will present the Monthly Financial Update for February 2019 to the Board of Education.

ACTION ITEMS

16. APPROVAL OF STUDENT BOARD MEMBER SELECTION PROCESS

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

– **Kaitlin Gunsolley, Student Board Representative**

– **Piper Warner, Student Board Representative**

Staff proposes the Board of Education approve the recommended Student Board Member selection process.

17. APPROVAL TO CHANGE THE DATE OF THE PREVIOUSLY SCHEDULED SEPTEMBER 10, 2019 BOARD OF EDUCATION MEETING

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

Staff proposes the Board of Education discuss and approve modifying the 2019 schedule of meeting dates that were approved on December 11, 2018. The request is made to accommodate Board member schedules.

18. APPROVAL OF A CONTRACT SERVICES AGREEMENT WITH THE ASPEN GROUP FOR A ONE-DAY GOVERNANCE TRAINING SESSION FOR THE BOARD OF EDUCATION IN AN AMOUNT NOT-TO-EXCEED \$5,000, WITH AN OPTION TO EXTEND A SECOND DAY OF TRAINING FOR AN ADDITIONAL \$5,000

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

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

Staff proposes the Board of Education approve the contract services agreement with The Aspen Group in an amount not-to-exceed \$5,000.

19. APPROVAL OF LETTER IN SUPPORT OF AB 1505 (O'DONNELL) RELATING TO CHARTER SCHOOLS

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

Staff proposes the Board of Education discuss the provisions of AB 1505 and provide a letter of support.

20. APPROVAL OF TEACHER ON SPECIAL ASSIGNMENT (TOSA) - SPECIAL EDUCATION JOB DESCRIPTION

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

Staff proposes the Board of Education approve the job description for Teacher on Special Assignment (TOSA) - Special Education.

21. APPROVAL OF AN INDEPENDENT CONTRACTOR AGREEMENT WITH THINKING MAPS® FOR *PATH TO PROFICIENCY FOR ENGLISH LANGUAGE LEARNERS* TEACHER TRAINING, IN AN AMOUNT NOT-TO-EXCEED \$25,775.00

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

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

22. APPROVAL OF A PURCHASE AGREEMENT WITH SOLUTION TREE FOR THE 2019-20 SCHOOL YEAR IN AN AMOUNT NOT-TO-EXCEED \$6,500.00

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

Staff proposes the Board of Education approve the Purchase Agreement with Solution Tree for speaker, Brian Butler, to present to principals and teacher leads at the Instruction Meeting on May 9, 2019. The cost of this speaker is not-to-exceed \$6,500.00.

23. APPROVAL OF BOARD POLICIES – SECOND READ

– Jan Vickers, President, Board of Education

– Jason Viloria, Ed.D., Superintendent

On March 18, 2019, the Board held a Board Policy Workshop wherein several Board bylaws and policies were reviewed and discussed for potential additions, revisions, and deletions. On March 26, 2019 the Board received each of the policies listed below for a first reading. The following policies were approved to move forward for a second reading and final approval.

Policy Number	Description	Recommendation
3001	Financial	Approve
3270	Sale and Disposal of Books	Approve
3290	Gifts, Grants, and Bequests	Approve
4151/4251/4351	Employee Compensation	Approve (Replaces 4403 & 4404)
4403	Salary Checks and Deductions	Delete
4404	Salary Rules	Delete
4154/4254/4354	Health and Welfare Benefits	Approve (Replaces BP 4208 & 4400)
4208	Health and Welfare Benefits	Delete
4405	Health and Welfare Benefits	Delete
4157/4257/4357	Employee Safety	Approve (Replaces BP 4011, 4012, & 4209)
4011	Employee Safety and Protection	Delete
4012	Injury and Illness Prevention Program	Delete
4209	Employee Safety and Protection	Delete
4216	Probationary/Permanent Status	Approve
5113	Absences and Excuses	Approve (Replaces BP 5008)
5008	Absences for Religious Purposes	Delete
5127	Graduation Ceremonies and Activities	Approve
5141.52	Suicide Prevention	Approve
6145.2	Athletic Competition	Approve
6145.6	International Exchange	Approve (Replaces BP 5043)
5043	Foreign Exchange Students	Delete
6146.4	Differential Graduation and Competency Standards	Approve

24. APPROVAL OF BOARD BYLAWS – SECOND READ

– Jan Vickers, President, Board of Education

– Jason Vilorio, Ed.D., Superintendent

On March 18, 2019, the Board held a Board Policy Workshop wherein several Board bylaws and policies were reviewed and discussed for potential additions, revisions, and deletions. On March 26, 2019 the Board received each of the bylaws listed below for a first reading. The following policies were approved to move forward for a second reading and final approval.

Bylaw Number	Description	Notes
9310	Board Policies	Approve
9322	Agenda/Meeting Materials	Approve

25. APPROVAL OF BOARD BYLAW – FIRST READ

– Jan Vickers, President, Board of Education

– Jason Vilorio, Ed.D., Superintendent

On March 18, 2019, the Board held a Board Policy Workshop wherein several Board bylaws and policies were reviewed and discussed for potential additions, revisions, and deletions. On March 26, 2019 the Board received the bylaw listed below for a first reading. The Board requested this bylaw be brought back for a first read.

Bylaw Number	Description	Notes
9323.3	Censure Of Individual Board Members For Improper Conduct	New bylaw for LBUSD. Review and discuss.

26. APPROVAL OF AGREEMENT FOR WEB SERVICES WITH ACTIVE INTERNET TECHNOLOGIES (AIT), DBA FINALSITE, FOR WEBSITE DEVELOPMENT AND UPGRADE AT A COST NOT-TO-EXCEED \$15,000

– Jason Vilorio, Ed.D., Superintendent

– Mike Morrison, Chief Technology Officer

Staff proposes the Board of Education approve the agreement with Active Internet Technologies (AIT), dba Finalsight, for Website Development and Upgrade at a Cost Not-to-Exceed \$15,000 to update and upgrade our District website.

27. APPROVAL OF AGREEMENT WITH ACTIVE INTERNET TECHNOLOGIES (AIT), DBA FINALSITE FOR DISTRICT WEBSITE HOSTING AND ACCESSIBILITY TOOL AT A COST NOT-TO-EXCEED \$25,800

– Jason Vilorio, Ed.D., Superintendent

– Mike Morrison, Chief Technology Officer

Staff proposes the Board of Education approve a four-year contract with Active Internet Technologies (AIT), dba Finalsight, for hosting the District website and additional accessibility tool.

28. APPROVAL OF AWARD CONTRACT TO BEST CONTRACTING SERVICES, INC. FOR THE 2019 ROOFING REPLACEMENTS AT VARIOUS SITES PROJECT IN AN AMOUNT NOT-TO-EXCEED OF \$478,720

– Jeff Dixon, Assistant Superintendent, Business Services

– Ryan Zajda, Director, Facilities

Staff proposes the Board of Education authorize the Assistant Superintendent of Business Services to enter into a contract with Best Contracting Services, Inc., for the 2019 roofing replacements at various sites.

**29. BOARD MEMBER REQUESTS FOR ITEMS FOR FUTURE MEETINGS,
REQUESTS FOR INFORMATION, OR GENERAL COMMENTS**
– Jan Vickers, President, Board of Education

30. ADJOURNMENT
– Jan Vickers, President, Board of Education

The next Regular Meeting of the Board of Education is **Tuesday, May 14, 2019, 6:00 PM**
at the Laguna Beach Unified School District Office Board Room
550 Blumont Street, Laguna Beach, CA
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.i CONSENT/ACTION

April 23, 2019

Approval: Minutes – March 26, 2019 Regular Board Meeting

**Board of Education
Minutes of Regular Meeting
March 26, 2019**

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 – arrived at 5:01 p.m.
 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 Perry 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 49070) (2 separate discipline cases)

B. 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 |

C. CONFERENCE WITH LEGAL COUNSEL — POTENTIAL LITIGATION

(Govt. Code §§ 54956.9(d)(2), 54956.9(e)(2) (1 potential case)

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 5:58 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: Marianne Bynum, Vice President, LaBUFA
Elizabeth Phillips, Vice 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
Michael Keller, Director, Social Emotional Support
Chad Mabery, Director, Assessment & Accountability
Irene White, Director, Special Education
Ryan Zajda, Director, Facilities
Anakaren Ureno, Communications Specialist
Chris Duddy, Principal, El Morro Elementary
Mike Conlon, Principal, Top of the World Elementary
Jenny Salberg, Principal, Thurston Middle School
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 out of closed session.

Adoption of Agenda

Public Comment: None

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

Discussion: Superintendent Vilorio noted the following revision to the agenda: 12.a., minutes should reflect March 12, 2019, not February 26, 2019

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

Public Comment (Non- Agenda Items)

The following people addressed the Board:

Anne Morreale – Honors grade weighting policy
Mark Nelson - Safety and security
Christopher Kring - December 11, 2018 Board presidency rotation
Michele Monda – Board policies and practices
Emil Monda – Decency
Sheri Morgan – High school families and schedules
Amy Kramer – Honors grade weighting policy
Tim Hayes – Bylaws amendment
Amy Hundhausen – Extra point /Honors grade weighting policy
Dawn Hunnicutt – Shared good news and events happening at the high school
Terri Meisberger – Honors grade weighting
Gunn Marie Hansen – Requested information on honors course enrollment

Reports

Student Representative – Kaitlin Gunsolley

Kaitlin reported on the following:

- El Morro
 - Jog-a-Thon
 - April 26 awards assembly
 - 5th grade State Fair
- Top of the World
 - Spring conferences
 - 4th grade Pilgrim voyage
 - Jog-a-Thon
- LBHS
 - OC Sheriff's Department presentation to PTA on drug use
 - Senior scholarship interviews
 - Auditions for *Little Shop of Horrors*
 - Spring athletics update

CSEA Representative – Elizabeth Phillips, CSEA Vice President

- Interest Based Bargaining proceeding
- Scholarship applications have been sent out

LaBUFA Representative – Sara Hopper, LaBUFA President – absent due to illness

Board Members

Board members reported as follows:

Member Kelly

- Absent

Member Wolff

- Attended a College and Career Advantage meeting

Member Perry

- No report

Member Normandin

- No report

President Vickers

- Attended SchoolPower meeting

Superintendent Vilorio

- No report

Cabinet

Leisa Winston, Assistant Superintendent, Human Resources and Public Communications

- No report

Jeff Dixon, Assistant Superintendent, Business Services

- Asked for the Board to support three letters regarding funding issues for legislation AB 39, AB 428, and AB 1303

Alysia Odipo, Assistant Superintendent, Instructional Services

- Speaker Denise Pope will present to district parents and staff on May 1
- Paul Kanarek, co-owner of Collegewise and co-founder of The Princeton Review, spoke to parents at the Thurston Middle School PTA meeting
- Attended the Crystal Apple Awards

CONSENT CALENDAR

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

Public Comment: None

Discussion: None

- a. Approval of Minutes - March 12, 2019
- 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
- f. Approval/Ratification of Warrants #397030 through #397218 in the amount of \$528,489.46 Dates: 3/1/2019 through 3/15/2019
- g. Approval/Ratification of Certificated Payroll 8A in the Amount of \$2,222,283.32
Approval/Ratification of Classified Payroll 8B in the Amount of \$762,825.46
Approval/Ratification of Certificated Payroll 8C in the Amount of \$22,199.06
- h. Approval of the Second Renewal Award of Contract with Office Depot Incorporated for Purchase of Office and School Supplies and Equipment based on Newport-Mesa Unified School District Piggyback Purchasing Bid #104-18 Through March 27, 2020
- i. Approval of Stipulated Expulsion Agreement for LBHS Student Education Code §48915(a)(2)
- j. Approval of Stipulated Expulsion Agreement for LBHS Student Education Code §48900(c)

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

INFORMATION ITEMS

Local Control Accountability Plan Progress and Stakeholder Engagement

The Board received the update from Dr. Alysia Odipo and Dr. Chad Mabery on LCAP Goal 1: Increase student academic achievement and social/emotional strength through collaboration, critical thinking, creativity, and communication.

There was no public comment.

Report Regarding the K-12 Strong Workforce Program Grant Partnership with the Orange County Department of Education and Laguna Beach Unified School District

The Board received the report on the K-12 Strong Workforce Program Grant from Dr. Chad Mabery. The goal of the Strong Workforce Program states: 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. Focus on alignment with regional workforce priorities and a collaborative approach between systems.

Laguna Beach Unified may receive up to \$260,000.

There was no public comment. Board members made positive comments.

Board Governance/Protocols Workshop

Dr. Viloria presented the item as requested by the Board. Board members reviewed the three proposed options, asked clarifying questions, and made individual recommendations.

There was no public comment.

The Board reached consensus and asked staff to bring a contract from The Aspen Group forward for approval at the next meeting on April 23, 2019.

ACTION ITEMS

Approval of the Course of Study for the Laguna Beach Unified District Secondary Schools for the 2019/20 School Year

Dr. Odipo presented the process used to develop courses in Laguna Beach Unified as well as the new courses proposed for the 2019-2020 school year. The four proposed courses are: Creative Writing, Application Development: Authentic Exploratory Research, and Yoga Core Fitness.

Public Comment: None

Board Member Questions: Board members requested that a column be added to the course list next year that shows when courses were established.

Member Normandin moved approval. Member Wolff seconded.

Discussion: None

Student Board Representative Kaitlin Gunsolley 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 Purchase Curriculum Council Recommendation for Textbook Adoption For History/Social Science Framework Commencing with the 2019-2020 School Year

Dr. Odipo and teachers presented information on the recommended textbooks; including a review of instructional shifts from the framework, understanding the LBUSD process for piloting, and presentation of the final selections for consideration.

Top of the World and El Morro Elementary Schools selected Studies Weekly.
Thurston Middle School selected National Geographic
Laguna Beach High School selected AMSCO

Public Comment:

Board Member Questions:

Member Perry moved approval. Member Normandin seconded.

Discussion: Thank you to all teachers involved in this process.

Student Board Representative Kaitlin Gunsolley 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 Curriculum Council Recommendation for Adoption of a New Calculus Textbook for Laguna Beach High School Commencing with the 2019-2020 School Year in an Amount Not-to-Exceed \$53,425

Dr. Odipo introduced the item.

Public Comment: None

Board Member Questions: None

Member Normandin moved approval. Member Wolff seconded.

Discussion: None

Student Board Representative Kaitlin Gunsolley 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 Purchase CodeHS Online Curriculum for Advanced Placement Computer Science “A” Course in an Amount Not-to-Exceed \$7,200 for a Three-Year Contract

Dr. Odipo introduced the item.

Public Comment:

Board Member Questions:

Member Normandin moved approval. Member Wolff seconded.

Discussion: None

Student Board Representative Kaitlin Gunsolley cast a provisional vote in favor.

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

Approval for Contract with Mind Research to Provide the ST Math Supplementary Mathematics Program for the Purpose of Piloting during Summer School and the 2019-20 School Year in an Amount Not-to-Exceed \$36,080.00

Dr. Odipo introduced the item.

Public Comment: None

Board Member Questions: It the program meeting district needs at this time? Yes; however, not all teachers have been trained.

Member Normandin moved approval. Member Wolff seconded.

Discussion:

Student Board Representative Kaitlin Gunsolley 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 iReady Program with Curriculum Associates in the Laguna Beach Unified School District at a Cost Not-to-Exceed \$32,028

Dr. Odipo introduced the item and stated this program will be used for reading only at this time.

Public Comment: None

Board Member Questions: None

Member Normandin moved approval. Member Wolff seconded.

Discussion: This ties into the LCAP goals.

Student Board Representative Kaitlin Gunsolley 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 Revised Contract with Jennifer McCluan for an Additional Three Days of Next Generation Science Standards (NGSS) Consulting for Thurston Middle School Science Teachers in an Amount Not-to-Exceed \$20,350

Dr. Odipo introduced the item.

Public Comment: None

Board Member Questions: None

Member Normandin moved approval. Member Wolff seconded.

Discussion: None

Student Board Representative Kaitlin Gunsolley 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 the Existing Agreement with Harbottle Law Firm for Legal Counsel Related to Special Education Issues with a Not-to-Exceed Amount of \$45,000 for the 2018-2019 School Year

Dr. Odipo introduced the item.

Public Comment: None

Board Member Questions: Are we using a lot more hours that we thought we would? Yes.

Member Normandin moved approval. Member Wolff seconded.

Discussion: None

Student Board Representative Kaitlin Gunsolley 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 Board Policies –First Read

President Vickers introduced the item.

Policy Number	Description
3001	Financial
3270	Sale and Disposal of Books
3290	Gifts, Grants, and Bequests
4151/4251/4351	Employee Compensation
4154/4254/4354	Health and Welfare Benefits
4157/4257/4357	Employee Safety
4216	Probationary/Permanent Status
5113	Absences and Excuses
5127	Graduation Ceremonies and Activities
5141.52	Suicide Prevention
6145.2	Athletic Competition
6145.6	International Exchange
6146.4	Differential Graduation and Competency Standards

Member Normandin moved approval for all Board Policies listed to move forward for a second reading. Member Wolff seconded.

Discussion: The Board thanked staff for layering the district's aspirations within the law and for keeping the Board current by amending and adding policies as needed.

Student Board Representative Kaitlin Gunsolley 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 Board Bylaws – First Read

President Vickers introduced the item and suggested each bylaw be acted upon separately.

Board Bylaw 9310

Public Comment: None

Board member Perry asked for clarification on the difference between a Board Policy and a Board Bylaw.

The 9000 series, which are listed as bylaws, are the way by which the Board functions. Policies are how the district is managed. Ed Code states Board Bylaws and Board Policies are interchangeable.

Member Normandin moved approval for Board Bylaw 9310 to be moved forward for a second reading. Member Wolff seconded.

Member Perry asked if the words "and federal" should be added as follows: *The Board shall prescribe and enforce rules for its own government consistent with state **and federal** law and regulations.* The Board asked for clarification from legal counsel before making the suggested change.

Student Board Representative Kaitlin Gunsolley cast a provisional vote in favor.

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

Board Bylaw 9322 Agenda/Meeting Materials

Public Comment: Sheri Morgan stated she was not able to access the full agenda online and commented on Board meeting materials.

Gunn Marie Hansen commented on how items are placed on the agenda.

Board Member Questions: Member Perry questioned the placement of the opening statement, "agendas shall reflect the district's vision and goals and the Board's focus on student learning."

Member Normandin moved approval to move Board Bylaw 9322 forward for a second reading. Member Wolff seconded.

Discussion was held regarding open meetings and discussion by members of the public at LBUSD Board meetings, the opening statement on the bylaw, placement of items on the agenda, and how conflicts are handled regarding agenda preparation.

Board Member Perry asked why the statement *agendas shall reflect the district's vision and goals and the Board's focus on student learning* was moved from the Agenda Preparation section of the bylaw to the Agenda Content section of the bylaw. She asked if moving it was meant to make it harder for items to be placed on the agenda. Other Board members felt moving it was a reflection of general content stating what the meetings should address and focus on and is an inclusive statement. Member Perry referenced Ed code 54954.3 stating her interpretation of the code is to allow members of the public to directly be able to place items on the agenda within the subject matter jurisdiction of the Board.

Board members addressed paragraph three regarding board member committees, stating this Board does not have standing committees. The statement appears in the bylaw as a provision of what is allowed; however, it is not the practice of the LBUSD Board.

Member Perry asked what the practice is if a conflict exists with the Board President or Superintendent in placing an item on the agenda. District practice is the item be brought before the entire Board for review and decision.

Discussion on whether or not "within the subject matter jurisdiction of the Board" needed to be stated in the Agenda Preparation section.

Discussion continued on the statement *agendas shall reflect the district's vision and goals and the Board's focus on student learning*. The Board reached consensus to move the statement back to the Agenda Preparation section.

Student Board Representative Kaitlin Gunsolley cast a provisional vote in favor.

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

Board Bylaw 9323.3 Censure of Individual Board Members For Improper Conduct

Member Wolff moved approval to bring Board Bylaw 9323.3 back to the Board for a first reading when all Board members are in attendance. Member Normandin seconded.

Public Comment: None

Discussion: None

Student Board Representative Kaitlin Gunsolley 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 Purchase and Installation of Wireless Access Points, Cabling, and Network Electronics

Mr. Morrison introduced the item.

Member Normandin moved approval. Member Wolff seconded.

Discussion: None

Student Board Representative Kaitlin Gunsolley 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 Agreement for Internet Services from Cox Business Services to Provide Internet Access to District Office

Mr. Morrison introduced the item.

Member Normandin moved approval. Member Wolff seconded.

Discussion: None

Student Board Representative Kaitlin Gunsolley 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 Purchase a Network Link to the Orange County Department of Education for Business and Human Resources Systems

Mr. Morrison introduced the item.

Member Normandin moved approval. Member Wolff seconded.

Discussion: None

Student Board Representative Kaitlin Gunsolley 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 Enter into an Agreement for Network Services from Cox Business for a Term of Three Years with Two Separate One-Year Renewal Terms for a Total of Up to Five Years

Mr. Morrison introduced the item.

Member Normandin moved approval. Member Wolff seconded.

Discussion: None

Student Board Representative Kaitlin Gunsolley 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

Member Perry:

- Asked if the request from the community regarding weighted grades would be placed on the April 23 Board meeting agenda.
 - Dr. Vilorio responded yes, but was not sure to what extent staff could prepare. Information based on the request

Member Wolff:

- Governor Newsome is adding mental health as a priority topic. LBUSD is way ahead of the curve.
- Thanked Dr. Vilorio, cabinet and staff for information in the weekly updates.
- Thanked staff for Thought Exchange
- Stated the LBUSD Board is a board of five people. She respects everyone's vote and majority vote rules.

Member Normandin:

- How to build resilience
- Thanked all staff for providing information
- Thanked all Board members for involvement

Member Vickers:

- Shared positive feedback on presentations at the DELAC meeting
- Appreciates teachers spending time to pilot materials
- Reviewed Mr. Dixon's request regarding letters of support for AB 39, AB 428, and AB 1303
 - The Board reached consensus for staff to send letters of support

Adjournment

Member Normandin moved to adjourn. Member Wolff seconded.

The next regular Board meeting is scheduled for April 23, 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 8:31 p.m.

Carol Normandin
Clerk of the Board
April 23, 2019

Laguna Beach Unified School District

12.a.ii CONSENT/ACTION

April 23, 2019

Approval: Minutes – March 18, 2019 Special Board Meeting

**Board of Education
Minutes of Special Meeting
March 18, 2019**

Call to Order

The meeting was called to order at 8:00 a.m.

Roll Call to Establish Quorum

Roll call to establish Quorum:

Members Present: Jan Vickers
Carol Normandin
Peggy Wolff
Dee Perry

Member Absent: James Kelly

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

Legal Council: Mark Bressee, Atkinson, Andelson, Loya, Ruud & Romo

Pledge of Allegiance

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

Adoption of Agenda

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

Discussion: None

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

Public Comment (Items Not on the Agenda)

None.

Review and Discussion of Board Policies

The Board of Education, Cabinet members and Attorney Mark Bressee, of Atkinson, Andelson, Loya, Ruud & Romo, reviewed and discussed each of the following policies in preparation of bringing them forward to the Board for a first reading at the March 26, 2019 Board meeting.

Policy Number	Description	Notes from Review (No action was taken)
3001	Financial	Updated to replace "Basic Aid" with "Community Funded" – Move forward for a first reading.
3270	Sale and Disposal of Books	New policy for LBUSD. Discussed process. Move forward for a first reading .
3290	Gifts, Grants, and Bequests	New policy for LBUSD. Discussed banners, appreciation (removed second sentence under appreciation), and online fundraising. Move forward for a first reading.
4151/4251/4351	Employee Compensation	Replaces/Delete BP 4403, 4404 Discussed Move forward for a first reading.
4154/4254/4354	Health and Welfare Benefits	Replaces/Delete BP 4405, 4400. Discussed Move forward for a first reading.
4157/4257/4357	Employee Safety	Replaces/Delete BP 4409, 4011, 4012 Discussed. Move forward for a first reading.
4216	Probationary/Permanent Status	New policy for LBUSD. Discussed. Move forward for a first reading.
5113	Absences and Excuses	Replaces/Delete BP 5008 Updated to reflect NEW LAW (AB 2289) which (1) amends the definition of "immediate family" for the purpose of authorizing certain excused absences, (2) prohibits a district from requiring a physician's note for an absence by a parenting student to care for a sick child, and (3) clarifies that students may be excused from school, under specified conditions, for work in the entertainment or allied industry, participation with a nonprofit performing arts organization in a performance for a public school audience, or other reasons at the discretion of school administrators. Discussed. Move forward for a first reading.
5127	Graduation Ceremonies and Activities	Discussed. Move forward for a first reading.

5141.52	Suicide Prevention	Policy updated to reflect NEW LAW (AB 2639) which requires boards of districts that serve grades 7-12 to review the district's suicide prevention policy at least every five years and update it as necessary. Discussed. Move forward for a first reading.
6145.2	Athletic Competition	Policy updated to reflect NEW LAW (AB 2009) which requires any district that offers an interscholastic athletic program to develop a written emergency action plan to be followed in the event of sudden cardiac arrest or other medical emergency. Regulation updated to reflect requirement of AB 2009 to make an automated external defibrillator available at athletic events. Discussed. Move forward for a first reading.
6145.6	International Exchange	Replaces/Delete BP 5043. Discussed. Move forward for a first reading.
6146.4	Differential Graduation and Competency Standards	New policy for LBUSD. Discussed. Move forward for a first reading.
Bylaw Number	Description	Notes for Review (No action will be taken)
9200	Limits of Board Member Authority	Discussed. Move forward for a first reading.
9310	Board Policies	Discussed. Added language for further review. Move forward for a first reading.
9321	Closed Session Purposes and Agendas	Discussed. Move forward for a first reading.
9322	Agenda/Meeting Materials	Discussed. Move forward for a first reading.
Member Perry left the meeting at 10:57 a.m.		
9323.2	Actions by the Board	Discussed. Move forward for a first reading.
9323.3	Censure Of Individual Board Members For Improper Conduct	Discussed. Move forward for a first reading.

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

Discussion: None

President Vickers called for the vote.

Motion carried . Members Vickers, Normandin, Wolff, Perry and Kelly, voted yes to adjourn. Member Brown had left the meeting. The meeting adjourned at 11:30 a.m.

Laguna Beach Unified School District

12.b. CONSENT/ACTION

April 23, 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**April 23, 2019****I. RESIGNATIONS/RETIREMENTS:**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Victoria Brinkmeyer PC05HST147	High School Teacher Laguna Beach High School	June 21, 2019
Dustin Gowan PC04SDC108	Special Education Teacher Thurston Middle School	June 21, 2019

II. LEAVES:

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Jennifer Carlson	Elementary Teacher Top of the World Elementary	August 21, 2019 to June 12, 2020
Erica Rahall	Elementary Teacher Top of the World Elementary Job Share with Sarah Wolsey	August 21, 2019 to June 12, 2020 80% Leave of Absence 20% Employment Contract
Sarah Schaeffer	Middle School Teacher Thurston Middle School	August 21, 2019 to June 12, 2020 20% Leave of Absence 80% Employment Contract
Sarah Wolsey	Elementary Teacher Top of the World Elementary Job Share with Erica Rahall	August 21, 2019 to June 12, 2020 20% Leave of Absence 80% Employment Contract

III. EMPLOYMENT:

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Kathleen Ayrouth PC13CLS401	Office Assistant III District Office - Technology 0113457175-2420 4 hours per day/5 days per week/12 month calendar New position Board approved February 12, 2019	March 25, 2019 Probationary Employee \$30.20 per hour
Sarina Jolliff PC07IT0501	Technology Paraeducator El Morro Elementary 0107011005-2105 6.5 hours per day/5 days per week/10 month calendar Replaces: Van Le	April 9, 2019 Probationary Employee \$4040.56 per month
Brenda Joyce PC09CLS501	Office Assistant II District Office 0109397150-2420 5 hours per day/5 days per week/12 month calendar New position Board approved February 12, 2019	April 15, 2019 Probationary Employee \$22.90 per hour

III. EMPLOYMENT: (continued)

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Vincent Ramirez	Instructional Assistant, Special Ed	March 18, 2019
PC04SE0115	Top of the World Elementary Probationary Employee	
	0104613150-2115 \$20.68 per hour	
	5.75 hours per day/5 days per week/10 month academic calendar	
	Replaces: Hayley Richardson	

IV. EMPLOYMENT: Student Worker/Workability Program

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Lauren Fetzer	Student Worker - Workability	March 25, 2019 to
	Laguna Beach High School Workability Funds	June 30, 2019
	0104644575-2960 \$12.00 per hour	
	NTE: 50 hours	
Matthew Gallegos	Student Worker - Workability	March 18, 2019 to
	Laguna Beach High School Workability Funds	June 30, 2019
	0104644575-2960 \$12.00 per hour	
	NTE: 50 hours	
Jack Lubin	Student Worker - Workability	March 18, 2019 to
	Laguna Beach High School Workability Funds	June 30, 2019
	0104644575-2960 \$12.00 per hour	
	NTE: 50 hours	
Addison Orr	Student Worker - Workability	March 18, 2019 to
	Laguna Beach High School Workability Funds	June 30, 2019
	0104644575-2960 \$12.00 per hour	
	NTE: 50 hours	

V. EMPLOYMENT: Stipends

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Michelle Martinez	History Days Competition Preparation	September 1, 2018 to
	Thurston Middle School General Fund	April 30, 2019
	0106311008-1170 NTE: \$2004.00	
See Employee List	Pilgrim Field Trip	March 25, 2019 to
	Top of the World Elementary General Fund	March 29, 2019
	0108311005-1170 NTE: \$154.18 each	
	Employees: Marie Bammer, Kari Damato, Katie Dwight, Maryann Thomas	

VI. EMPLOYMENT: Short Term Assignments - Extra Duty

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Luis Antonio	Child Supervision - DELAC meetings Laguna Beach High School General Fund 0102013040-2955 \$28.11 per hour NTE: 8 hours	March 1, 2019 to June 30, 2019
Shannon Chastain	Blue Ribbon Application Development/Writing El Morro Elementary General Fund 0107011005-1130 \$40.97 per hour NTE: 15 hours	March 1, 2019 to March 29, 2019
Claudia Cuevas	Translation Services for Open House/Parent Meetings El Morro Elementary Title I Funds 0107013040-2150 \$28.11 per hour NTE: 7 hours	March 1, 2019 to June 20, 2019
Cory Day	4CLE Classroom Renovations Top of the World Elementary General Fund 0113018640-1170 \$40.97 per hour NTE: 6 hours	August 18, 2018
Jeff Dippel	Adult Ed ESL - Curriculum and Website development Thurston Middle School General Fund 1119014680-1130 \$40.97 per hour NTE: 40 hours	March 1, 2019 to June 30, 2019
Joseph Do	Technology Support Specialist Thurston Middle School General Fund 0113057175-2450 \$29.92 per hour NTE: 20 hours Reason: Attendance at various meetings/trainings outside of work hours	February 1, 2019 to June 30, 2019
Debbie Finnerty	After School Club Coordinator El Morro Elementary Title I Funds 0107013040-1130 \$40.97 per hour NTE: 45 hours	January 7, 2019 to June 20, 2019
Stacey Johnson	Campus Supervisor Thurston Middle School General Fund 0106011008-2955 \$20.17 per hour Reason: Field trip supervision, PLCs and MTSS meetings NTE: 20 hours	February 25, 2019 to June 20, 2019

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

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Keeyan Kazemian	Instructional Assistant, Special Ed Thurston Middle School General Fund 0106011008-2955 \$22.90 per hour Reason: Field trip supervision, PLCs and MTSS meetings NTE: 20 hours	January 29, 2019 to June 20, 2019
Carol Mignosa	After School PD Advisory Meeting Top of the World Elementary General Fund 0102015380-1130 \$40.97 per hour NTE: 1.5 hours	January 30, 2019
Triana Ramazan	Blue Ribbon Application Development/Writing El Morro Elementary General Fund 0107011005-1130 \$40.97 per hour NTE: 15 hours	March 1, 2019 to March 29, 2019
Nikki Romano	Technology & Reception Assistant District Office General Fund 0113457175-2420 Short Term Assignment Range: 30 Step: F \$30.20 per hour NTE: 2 hours per day/5 days per week/NTE: 21 days Reason: Working out-of-class to cover vacancy	March 1, 2019 to March 29, 2019
Nicole Stewart	After School Club Coordinator El Morro Elementary Title I Funds 0107013040-1130 \$40.97 per hour NTE: 45 hours	January 7, 2019 to June 20, 2019
Margaret Warder	Leadership Pathway Committee Top of the World Elementary General Fund 0102397400-2955 \$28.11 per hour NTE: 1.5 hours	September 1, 2018 to June 30, 2019
Margaret Warder	Reclassification Committee Meetings Top of the World Elementary General Fund 0102397400-2955 \$28.11 per hour NTE: 1.5 hours	September 1, 2018 to June 30, 2019

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

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Heidi Winegard	Health Clerk	March 18, 2019 to
	Thurston Middle School General Fund	March 29, 2019
	0106171008-2250 \$29.16 per hour	
	NTE: 12 hours	
	Reason: Assist with height/weight measurements of students during PE	

VII. EMPLOYMENT: Short Term Assignments - Performing Arts

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Hanna Abi-Samra	Guest Choreographer - Spring Dance Concert	February 1, 2019 to
	Laguna Beach High School PA Funds	April 1, 2019
	0105315017-2970 \$28.11 per hour	
	NTE: 6 hours	
Brandon Reyes	Guest Choreographer -Spring Dance Concert and Pep Rally	March 1, 2019 to
	Laguna Beach High School PA Funds	June 20, 2019
	0105315017-2970 \$28.11 per hour	
	NTE: 27 hours	
David Slaney II	Guest Choreographer -Spring Dance Concert and Auditions	March 1, 2019 to
	Laguna Beach High School PA Funds	June 20, 2019
	0105315017-2970 \$28.11 per hour	
	NTE: 15 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>
Sophia Papadatos	Campus Supervisor	October 5, 2018 to
	Laguna Beach High School ASB Funds	October 19, 2018
	0105311155-2955 \$26.04 per hour*	
	Reason: Supervision at football games	
	*Rate of pay correction	
Peggy Richardson	Campus Supervisor	October 5, 2018 to
	Laguna Beach High School ASB Funds	October 19, 2018
	0105311155-2955 \$26.04 per hour*	
	Reason: Supervision at football games	
	*Rate of pay correction	

IX. EMPLOYMENT: Short Term Assignments - ASB Funds (continued)

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Lauren Rodriguez	Campus Supervisor Laguna Beach High School ASB Funds 0105311155-2955 \$20.17 per hour* Reason: Football, Dance & Graduation supervision *Rate of pay correction	August 13, 2018 to June 20, 2019
Tarquin Stephenson	Campus Supervisor Laguna Beach High School ASB Funds 0105311155-2955 \$20.17 per hour* Reason: Football, Dance & Graduation supervision *Rate of pay correction	August 13, 2018 to June 20, 2019

X. EMPLOYMENT: Short Term Assignments - PTA

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Brandon Lee	After School Pilgrim Club El Morro Elementary PTA Funds 0107015600-2145 \$28.11 per hour NTE: 24 hours	January 7, 2019 to June 20, 2019
Celena Delpizzo-Howell	After School Drama Teacher Top of the World Elementary PTA Funds 0108015600-2145 \$28.11 per hour NTE: 14 hours	March 1, 2019 to June 20, 2019

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

None

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:**Employment:**

<u>Name:</u>	<u>Classification:</u>	<u>Effective Date:</u>
Gregory Barnes	Substitute Teacher	March 1, 2019
Mackenzie Beckley	Substitute Teacher	March 1, 2019
Donna Cenán	Substitute Teacher	March 1, 2019
Charlene Chang	Substitute Teacher	March 1, 2019
Jaspre Dixon	Substitute Teacher	March 1, 2019
Katya Grasso	Substitute Teacher	March 1, 2019
Courtney Grueniger	Substitute Teacher	March 1, 2019
Paige Halbert	Substitute Teacher	March 1, 2019
Ambernicole Hollinger	Substitute Teacher	March 1, 2019
Brigid Lummis	Substitute Teacher	March 1, 2019
Summer Mahler	Substitute Teacher	March 1, 2019
Montana Moore	Substitute Teacher	March 1, 2019
Terese Neuhausel	Substitute Teacher	March 1, 2019
Marco Nino	Classified Substitute	March 21, 2019
Claire Norris	Substitute Teacher	March 1, 2019
Makenna Pitz	Substitute Teacher	March 1, 2019
Aaron Schroeder	Classified Substitute	March 7, 2019
Julia Walsh	Substitute Teacher	March 1, 2019

Resignation:

<u>Name:</u>	<u>Classification:</u>	<u>Effective Date:</u>
Jeremy Comer	Classified Substitute	March 26, 2019

Release:

<u>Name:</u>	<u>Classification:</u>	<u>Effective Date:</u>
Robert Sant, Jr.	Substitute Teacher and Walk-on Coach	April 5, 2019

Laguna Beach Unified School District

12.c. CONSENT/ACTION

April 23, 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 – April 23, 2019

Contractor	Description of Services	Term	Funding	Estimated Cost
Parent reimbursement/ legal	Settlement agreement for educational services, assessments and attorneys' fees	04/23/19-08/20/21	Parent reimbursement/legal 0104632900-5878	\$30,000
Parent reimbursement/ legal	Settlement agreement for educational services	04/23/19-06/23/19	Parent reimbursement/legal 0104632900-5878	\$ 5,000
Independent Contract Advancement for Behavior & Educational Development & Intervention dba Abedi, Inc.	Case supervision and FBA report writing for a special education student	04/01/19-06/20/19	Non-Public Agency 0104602140-5894	\$ 3,300
Master Contract New Vista School	Non-public day school for special education students	04/01/19-06/30/19	Non-Public School 0104632210-5875	\$10,670
Individual Contract New Vista School	Non-public day school tuition for a special education student	04/01/19-06/30/19		

Laguna Beach Unified School District

12.d. CONSENT/ACTION

April 23, 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 - April 23, 2019

Contractor	Description of Services	Term	Funding	Estimated Cost
Explore Learning	User licenses for ELM/TOW	3/31/19 - 3/30/20 Renewal	0113017175-5805	\$4,950
ScreenSteps	District Office Documentation License	4/24/19 - 4/23/20 New Contract	0113017175-5805	\$1,070
Mystery Science	User licenses for ELM	4/24/19 - 4/23/20 Renewal	0113017175-5805	\$ 999
Stoneware, Inc.	LanSchool license for Andy Crisp	No term Renewal Perpetual License	0113017175-5805	\$ 128

Laguna Beach Unified School District

12.e. CONSENT/ACTION

April 23, 2019

Approval: Acceptance of Gifts – Checks Totaling \$120,917.20

Proposal

Staff proposes the Board of Education accept the following gift(s) to the District – checks totaling \$120,917.20.

Background

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

Recommended Action

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

Type of Gift	Donor	Amount/Gift	Disposition
Check	SchoolPower	\$ 10,000.00	Speaker Denise Pope
Check	SchoolPower	\$ 22,595.00	ELM 2018-19 Teacher Grants
Check	SchooPower	\$ 11,267.00	TOW 2018-19 Teacher Grants
Check	SchoolPower	\$ 17,350.00	TMS 2018-19 Teacher Grants
Check	SchoolPower	\$ 31,079.00	LBHS 2018-19 Teacher Grants
Check	SchoolPower	\$ 620.00	ELM Donor Designations
Check	SchoolPower	\$ 940.00	TOW Donor Designations
Check	SchoolPower	\$ 1,050.00	TMS Donor Designations
Check	SchoolPower	\$ 520.00	LBHS Donor Designations
Check	Festival of Arts	\$ 5,000.00	LBHS Drama
Check	Festival of Arts	\$ 5,000.00	LBHS Visual Arts
Check	Festival of Arts	\$ 2,000.00	TMS Drama
Check	Festival of Arts	\$ 1,000.00	TMS Multimedia
Check	Pacific Life Foundation	\$ 3,000.00	LBHS <i>3T's of Education</i> Grant
Check	Pacific Life Foundation	\$ 3,000.00	TMS <i>3T's of Education</i> Grant
Check	Pacific Life Foundation	\$ 3,500.00	TOW <i>Library iPads</i> Grant
Check	The Laguna Greenbelt	\$ 600.00	ELM Teacher Grants
Check	The Laguna Greenbelt	\$ 2,396.20	TOW Teacher Grants
Total		\$120,917.20	

Laguna Beach Unified School District

12.f. CONSENT/ACTION

April 23, 2019

**Approval: Warrants #397219 Through #397486 in the Amount of \$1,270,018.52
Dates: 03/18/2019 through 04/12/2019**

Proposal

Staff proposes the Board of Education approve/ratify Warrants #397219 through #397486 in the amount of \$1,270,018.52.

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 \$1,270,018.52.

SELECT Check ID's and Numbers: 76@ ; Check Dates: 031819

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397219	03/18/19	Acorn Media	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	122.84
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	50.86
			COMPUTER SUPPLIES	0105015040	4320	COMPUTER SUPPLIES	1,185.25
						CHECK TOTAL:	1,358.95
00397220	03/18/19	ALL CITY MANAGEMENT SE	2/10/19 - 2/23/19	0106098040	5860	MISC OUTSIDE VENDOR	384.80
						CHECK TOTAL:	384.80
00397221	03/18/19	AT&T	FEBRUARY 2019	0102477409	5920	TELEPHONE SERVICE	30.41
			FEBRUARY 2019	0106477409	5920	TELEPHONE SERVICE	10.62
						CHECK TOTAL:	41.03
00397222	03/18/19	Bone Clones Inc.	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	367.70
						CHECK TOTAL:	367.70
00397223	03/18/19	Continental Athletic S	MISC REPAIR	0105311075	5690	MISC REPAIR	2,665.21
						CHECK TOTAL:	2,665.21
00397224	03/18/19	Cox Communications	MARCH 2019	0113457175	5940	INTERNET CONNECTIVITY	160.92
			MARCH 2019	0100005090	8699	ALL OTHER LOCAL REVENUE	-75.00
			MARCH 2019	0113457175	5940	INTERNET CONNECTIVITY	268.19
			MARCH 2019	0100005090	8699	ALL OTHER LOCAL REVENUE	-6,283.53
			MARCH 2019	0113457175	5940	INTERNET CONNECTIVITY	11,982.23
						CHECK TOTAL:	6,052.81
00397225	03/18/19	Crimescene.com	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	360.25
						CHECK TOTAL:	360.25
00397226	03/18/19	Follett School Solutio	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	131.80
			MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	58.01
						CHECK TOTAL:	189.81
00397227	03/18/19		AUGUST 2018 - FEBRUARY 2019	0104632900	5878	PARENT REIMBURSEMENT (LE	22,500.00
						CHECK TOTAL:	22,500.00
00397228	03/18/19	NICOLE MILLER & ASSOCI	CONSULTANTS-OTHER	0110397140	5831	CONSULTANTS-OTHER	17,386.50
						CHECK TOTAL:	17,386.50
00397229	03/18/19	OC SLLC INC.	NOVEMBER 2018	0104632900	5889	OTHER THERAPY	970.00
						CHECK TOTAL:	970.00
00397230	03/18/19	ReadyRefresh by Nestle	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	91.90
						CHECK TOTAL:	91.90

SELECT Check ID's and Numbers: 76@ ; Check Dates: 031819

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397231	03/18/19	Southern Calif Gas Co.	FEBRUARY 2019	0102477409	5510	HEAT - UTILITIES	53.27
			FEBRUARY 2019	0105477409	5510	HEAT - UTILITIES	658.67
			FEBRUARY 2019	0105477409	5510	HEAT - UTILITIES	94.82
			FEBRUARY 2019	0105477409	5510	HEAT - UTILITIES	830.40
			FEBRUARY 2019	0102477409	5510	HEAT - UTILITIES	2.47
						CHECK TOTAL:	1,639.63
00397232	03/18/19	State of CA/Department	FINGER PRINTING	0110397140	5845	FINGER PRINTING	757.00
						CHECK TOTAL:	757.00
00397233	03/18/19	Tangram Interiors	EQUIPMENT-NEW \$500-\$5000	0113018640	4410	EQUIPMENT-NEW \$500-\$5000	773.11
						CHECK TOTAL:	773.11
00397234	03/18/19	Verizon Wireless LA	FEBRUARY 2019	0113457175	5930	MOBILE COMMUNICATIONS	2,367.87
						CHECK TOTAL:	2,367.87
00397235	03/18/19	Waste Management of OC	MARCH 2019	0102477409	5540	TRASH - UTILITIES	233.42
			MARCH 2019	0106477409	5540	TRASH - UTILITIES	476.41
			MARCH 2019	0107477409	5540	TRASH - UTILITIES	447.11
			MARCH 2019	0105477409	5540	TRASH - UTILITIES	1,370.50
			MARCH 2019	0108477409	5540	TRASH - UTILITIES	375.10
						CHECK TOTAL:	2,902.54
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	60,809.11
			GRAND TOTAL				60,809.11

SELECT Check ID's and Numbers: 76@ ; Check Dates: 031919

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397236	03/19/19	AMPLIFIED IT LLC	CONSULTANTS-COMPUTER SERVICES	0113457175	5832	CONSULTANTS-COMPUTER SER	3,500.00
						CHECK TOTAL:	3,500.00
00397237	03/19/19	BrightView Landscape S	LANDSCAPE/IRRIGATION	0102477409	5680	LANDSCAPE/IRRIGATION	750.00
			LANDSCAPE/IRRIGATION	0105477409	5680	LANDSCAPE/IRRIGATION	1,560.00
			LANDSCAPE/IRRIGATION	0107477409	5680	LANDSCAPE/IRRIGATION	422.56
			FEBRUARY 2019	0108477409	5680	LANDSCAPE/IRRIGATION	3,211.95
			FEBRUARY 2019	0106477409	5680	LANDSCAPE/IRRIGATION	2,753.10
			FEBRUARY 2019	0107477409	5680	LANDSCAPE/IRRIGATION	3,762.57
			FEBRUARY 2019	0102477409	5680	LANDSCAPE/IRRIGATION	550.62
			FEBRUARY 2019	0105477409	5680	LANDSCAPE/IRRIGATION	5,736.51
						CHECK TOTAL:	18,747.31
00397238	03/19/19	CODECAMPUS LLC	MISC OUTSIDE VENDOR	0108014011	5860	MISC OUTSIDE VENDOR	3,150.00
						CHECK TOTAL:	3,150.00
00397239	03/19/19	Dave Bang Assoc.	CONTRACT SERVICES	0107477408	5610	CONTRACT SERVICES	1,589.97
						CHECK TOTAL:	1,589.97
00397240	03/19/19	DONOMA SOFTWARE	ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	3,375.00
						CHECK TOTAL:	3,375.00
00397241	03/19/19	Durham School Services	1/18 - MARINE MAMMAL CENTER	0108015570	5865	CHARTER BUS-ATHLETIC/FIE	107.50
			1/30 - MARINE MAMMAL CENTER	0108015570	5865	CHARTER BUS-ATHLETIC/FIE	76.11
			2/7 - OCEAN INSTITUTE	0108015570	5865	CHARTER BUS-ATHLETIC/FIE	196.94
			2/14 - OCEAN INSTITUTE	0108015570	5865	CHARTER BUS-ATHLETIC/FIE	175.44
			2/11 - DANA HILLS HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	436.45
			2/12 - LOS CABALLEROS PARK	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	463.75
			12/12 - OCEAN INSTITUTE	0108015570	5865	CHARTER BUS-ATHLETIC/FIE	172.00
			2/25 - HUNTINGTON BEACH HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	480.00
			2/26 - ALISO NIGUEL HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	420.20
			2/26 - VALENCIA HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	512.50
			2/26 - OCEAN INSTITUTE	0107015570	5865	CHARTER BUS-ATHLETIC/FIE	401.62
			2/27 - MISSION VIEJO HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	431.25
			2/28 - IRVINE HIGH SCHOOL	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	1,364.60
			2/28 - OCEAN INSTITUTE	0107015570	5865	CHARTER BUS-ATHLETIC/FIE	423.12
			FEBRUARY 2019	0104256700	5100	SUBAGREEMENTS FOR SERVIC	22,992.29
			FEBRUARY 2019	0106011008	5855	CHARTER BUS-HOME TO SCHO	898.61
			FEBRUARY 2019	0106015600	5855	CHARTER BUS-HOME TO SCHO	599.08
			FEBRUARY 2019	0108011005	5855	CHARTER BUS-HOME TO SCHO	475.37
			FEBRUARY 2019	0108015600	5855	CHARTER BUS-HOME TO SCHO	475.36
			FEBRUARY 2019	0102256700	5100	SUBAGREEMENTS FOR SERVIC	94,225.32
			FEBRUARY 2019	0107013040	5855	CHARTER BUS-HOME TO SCHO	1,165.73
						CHECK TOTAL:	126,493.24

SELECT Check ID's and Numbers: 76@ ; Check Dates: 031919

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397242	03/19/19	Konica Minolta	FEBRUARY 2019	0106091008	5650	SOFTWARE/COPIER MAINTENA	430.46
			FEBRUARY 2019	0108091005	5650	SOFTWARE/COPIER MAINTENA	250.32
			FEBRUARY 2019	0105091012	5650	SOFTWARE/COPIER MAINTENA	819.53
			FEBRUARY 2019	0107091005	5650	SOFTWARE/COPIER MAINTENA	142.75
			FEBRUARY 2019	0105091012	5650	SOFTWARE/COPIER MAINTENA	126.94
			FEBRUARY 2019	0105091012	5650	SOFTWARE/COPIER MAINTENA	77.06
			FEBRUARY 2019	0108091005	5650	SOFTWARE/COPIER MAINTENA	152.11
			FEBRUARY 2019	0102397400	5650	SOFTWARE/COPIER MAINTENA	217.60
			JANUARY 2019	0102397400	5650	SOFTWARE/COPIER MAINTENA	412.07
			FEBRUARY 2019	0102397400	5650	SOFTWARE/COPIER MAINTENA	329.51
			FEBRUARY 2019	0107091005	5650	SOFTWARE/COPIER MAINTENA	82.47
			FEBRUARY 2019	0102397400	5650	SOFTWARE/COPIER MAINTENA	38.56
			JANUARY 2019	0102397400	5650	SOFTWARE/COPIER MAINTENA	200.43
			FEBRUARY 2019	0102397400	5650	SOFTWARE/COPIER MAINTENA	26.63
			FEBRUARY 2019	0106091008	5650	SOFTWARE/COPIER MAINTENA	118.27
						CHECK TOTAL:	3,424.71
00397243	03/19/19	Maintex	OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	2,031.59
						CHECK TOTAL:	2,031.59
00397244	03/19/19	SC Fuels	FEBRUARY 2019	0105477408	4375	FUEL FOR VEHICLES	216.23
			FEBRUARY 2019	0102477408	4375	FUEL FOR VEHICLES	127.90
						CHECK TOTAL:	344.13
00397245	03/19/19	Total Fence Solutions	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	475.00
						CHECK TOTAL:	475.00
00397246	03/19/19	Division of State Arch	BUILDING IMPROVEMENTS	4205498008	6230	BUILDING IMPROVEMENTS	741.75
						CHECK TOTAL:	741.75
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							163,872.70
GRAND TOTAL							163,872.70

SELECT Check ID's and Numbers: 768 ; Check Dates: 032019

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397247	03/20/19	Acorn Media	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	1,111.16
						CHECK TOTAL:	1,111.16
00397248	03/20/19	BEN'S MUSIC WORKSHOP I	MISC REPAIR	0105011012	5690	MISC REPAIR	466.00
						CHECK TOTAL:	466.00
00397249	03/20/19	Capano, Suzy	3/5 - AERIES CONFERENCE	0108091005	5220	TRAVEL & CONFERENCE	73.57
						CHECK TOTAL:	73.57
00397250	03/20/19	CHUNG, JEREMY	1/24-1/26 - NAMM CONFERENCE	0105011012	5220	TRAVEL & CONFERENCE	331.42
						CHECK TOTAL:	331.42
00397251	03/20/19	Cintas Corporation Loc	OTHER CUSTODIAL SUPPLIES	0107477409	4361	OTHER CUSTODIAL SUPPLIES	101.77
			OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	301.72
						CHECK TOTAL:	403.49
00397252	03/20/19	Copy & Print Center	OUTSIDE PRINTING	0106091008	5870	OUTSIDE PRINTING	429.84
			OUTSIDE PRINTING	0106091008	5870	OUTSIDE PRINTING	34.48
						CHECK TOTAL:	464.32
00397253	03/20/19	File Keepers LLC	MISC OUTSIDE VENDOR	0101377100	5860	MISC OUTSIDE VENDOR	1,108.70
						CHECK TOTAL:	1,108.70
00397254	03/20/19	First Student Inc.	CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	358.31
						CHECK TOTAL:	358.31
00397255	03/20/19		MARCH 2019	0104632900	5878	PARENT REIMBURSEMENT (LE	3,950.00
						CHECK TOTAL:	3,950.00
00397256	03/20/19	Henson, Heather	2/7-2/10 - MODEL UN CHICAGO	0105015590	5220	TRAVEL & CONFERENCE	260.00
						CHECK TOTAL:	260.00
00397257	03/20/19	HOPPER, SARA	2/28 - SPED ASSESSMENT	0104192550	5210	MILEAGE REIMBURSEMENT	10.44
						CHECK TOTAL:	10.44
00397258	03/20/19	Johnson Controls Fire	APRIL 2019	0106477409	5560	ALARM MONITORING	327.25
			APRIL 2019	0105477409	5560	ALARM MONITORING	178.09
			APRIL 2019	0106477409	5560	ALARM MONITORING	482.25
			APRIL 2019	0108477409	5560	ALARM MONITORING	272.25
						CHECK TOTAL:	1,259.84
00397259	03/20/19	Lundblad, Jennifer	2/27-3/2 - CADA CONF	0105015040	5220	TRAVEL & CONFERENCE	1,394.08
						CHECK TOTAL:	1,394.08

SELECT Check ID's and Numbers: 760 ; Check Dates: 032019

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397260	03/20/19	On Call Event Rentals	MISC OUTSIDE VENDOR	0106011008	5860	MISC OUTSIDE VENDOR	3,867.50
						CHECK TOTAL:	3,867.50
00397261	03/20/19	On Call Event Rentals	MISC OUTSIDE VENDOR	0106011008	5860	MISC OUTSIDE VENDOR	740.00
						CHECK TOTAL:	740.00
00397262	03/20/19	Pacific Coast Entertai	MISC OUTSIDE VENDOR	0105315017	5860	MISC OUTSIDE VENDOR	1,740.00
						CHECK TOTAL:	1,740.00
00397263	03/20/19	Painting & Decor Inc.	PAINTING	0106477408	5675	PAINTING	3,771.00
						CHECK TOTAL:	3,771.00
00397264	03/20/19	Pearson Assessments	TESTS/SCORING	0104613150	4330	TESTS/SCORING	177.44
						CHECK TOTAL:	177.44
00397265	03/20/19	Sigma Aldrich Corp.	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	20.95
						CHECK TOTAL:	20.95
00397266	03/20/19	SOS SURVIVAL PRODUCTS	GENERAL SUPPLIES-NON INSTRUCT	0102395980	4340	GENERAL SUPPLIES-NON INS	115.73
						CHECK TOTAL:	115.73
00397267	03/20/19	Stater Bros. Markets	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	24.91
						CHECK TOTAL:	24.91
00397268	03/20/19	RDM Electric Co Inc	BUILDING IMPROVEMENTS	4205498008	6230	BUILDING IMPROVEMENTS	3,717.85
			BUILDING IMPROVEMENTS	4205498650	6230	BUILDING IMPROVEMENTS	11,475.00
						CHECK TOTAL:	15,192.85
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							36,841.71
GRAND TOTAL							36,841.71

SELECT Check ID's and Numbers: 76@ ; Check Dates: 032119

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397269	03/21/19	Air-Ex Air Conditionin	HVAC	0106477408	5660	HVAC	1,708.04
			HVAC	0105477408	5660	HVAC	2,203.00
						CHECK TOTAL:	3,911.04
00397270	03/21/19	Backseat Driver & Asso	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	732.00
						CHECK TOTAL:	732.00
00397271	03/21/19	Barber & Gonzales Cons	CONSULTANTS-OTHER	0101377130	5831	CONSULTANTS-OTHER	2,979.81
			CONSULTANTS-OTHER	0101377130	5831	CONSULTANTS-OTHER	5,120.33
						CHECK TOTAL:	8,100.14
00397272	03/21/19	COAST TO COAST COMPUTE	PRINTERS <\$250 & INK/SUPPLIES	0105011012	4322	PRINTERS <\$250 & INK/SUP	705.74
			PRINTERS <\$250 & INK/SUPPLIES	0105011012	4322	PRINTERS <\$250 & INK/SUP	478.94
			PRINTERS <\$250 & INK/SUPPLIES	0105011012	4322	PRINTERS <\$250 & INK/SUP	480.03
						CHECK TOTAL:	1,664.71
00397273	03/21/19	Cosco Fire Protection	ELECTRICAL REPAIRS	0105477408	5661	ELECTRICAL REPAIRS	9,907.00
						CHECK TOTAL:	9,907.00
00397274	03/21/19	Cox Communications	FEBRUARY 2019	0113457175	5940	INTERNET CONNECTIVITY	1,907.50
						CHECK TOTAL:	1,907.50
00397275	03/21/19	Edpuzzle Inc.	ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE	2,340.00
						CHECK TOTAL:	2,340.00
00397276	03/21/19	Intermountain	FEBRUARY 2019	0104632210	5889	OTHER THERAPY	7,280.00
			FEBRUARY 2019	0104632210	5100	SUBAGREEMENTS FOR SERVIC	452.00
			FEBRUARY 2019	0104632210	5875	TUITION	2,728.00
			FEBRUARY 2019	0104632210	5100	SUBAGREEMENTS FOR SERVIC	739.50
			FEBRUARY 2019	0104632210	5898	AB3632 ROOM & BOARD	1,400.00
						CHECK TOTAL:	12,599.50
00397277	03/21/19	Irish, Angela C.	MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	42.08
			MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	152.41
			MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	66.65
			MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	147.42
			MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	77.44
						CHECK TOTAL:	486.00
00397278	03/21/19		3/4/19 - 3/8/19	0104632900	5878	PARENT REIMBURSEMENT (LE	1,625.00
			3/11/19 - 3/15/19	0104632900	5878	PARENT REIMBURSEMENT (LE	1,625.00
			LESSON PLANNING MAR - MAY 2019	0104632900	5878	PARENT REIMBURSEMENT (LE	200.00
						CHECK TOTAL:	3,450.00

SELECT Check ID's and Numbers: 76@ ; Check Dates: 032119

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397279	03/21/19	Ralphs Grocery Company	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	25.00 25.00
00397280	03/21/19	REAL INSPIRATIONS INC.	CONSULTANTS-OTHER	0106015040	5831	CONSULTANTS-OTHER CHECK TOTAL:	500.00 500.00
00397281	03/21/19	Rojas, Yadhira	MILEAGE - 1/7/19 - 1/31/19	0102013045	5210	MILEAGE REIMBURSEMENT CHECK TOTAL:	58.00 58.00
00397282	03/21/19	Seaside Solutions	FEBRUARY 2019	0104132750	5889	OTHER THERAPY CHECK TOTAL:	450.00 450.00
00397283	03/21/19	Staff Rehab	FEBRUARY 2019	0104172860	5831	CONSULTANTS-OTHER CHECK TOTAL:	1,560.00 1,560.00
00397284	03/21/19	Stevens, Julie E.	MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	147.75
			MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	54.51
			MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	247.75
			MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	202.84
			MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	273.25
						CHECK TOTAL:	926.10
00397285	03/21/19		DECEMBER 2018	0104256700	5881	NPS TRANSPORTATION-IN LI CHECK TOTAL:	831.71 831.71
00397286	03/21/19	Util-Locate LLC	CONTRACT SERVICES	0102477408	5610	CONTRACT SERVICES CHECK TOTAL:	500.00 500.00
00397287	03/21/19	West Health Advocate S	APRIL - JUNE 2019	0110397135	5831	CONSULTANTS-OTHER CHECK TOTAL:	1,653.00 1,653.00
00397288	03/21/19	Cosco Fire Protection	BUILDING IMPROVEMENTS	4205498650	6230	BUILDING IMPROVEMENTS CHECK TOTAL:	14,919.00 14,919.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							66,520.70
GRAND TOTAL							66,520.70

SELECT Check ID's and Numbers: 760 ; Check Dates: 032219

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397289	03/22/19	Advanced Alarm & Fire	ALARM MONITORING	0105477409	5560	ALARM MONITORING	210.00
						CHECK TOTAL:	210.00
00397290	03/22/19	Apple Computer Inc.	EQUIPMENT-COMPUTER \$500-\$5000	0107015040	4460	EQUIPMENT-COMPUTER \$500-	3,306.98
			EQUIPMENT-COMPUTER \$500-\$5000	0107015040	4460	EQUIPMENT-COMPUTER \$500-	4,079.85
						CHECK TOTAL:	7,386.83
00397291	03/22/19	Bearcom	EQUIPMENT-NEW \$500-\$5000	0106091008	4410	EQUIPMENT-NEW \$500-\$5000	1,154.77
			GENERAL SUPPLIES-NON INSTRUCT	0106091008	4340	GENERAL SUPPLIES-NON INS	107.75
						CHECK TOTAL:	1,262.52
00397292	03/22/19	Crisp Imaging	CONTRACT SERVICES	0102477408	5610	CONTRACT SERVICES	1,100.13
						CHECK TOTAL:	1,100.13
00397293	03/22/19	Laguna Beach Water Dis	1/10/19 - 3/11/19	0102477409	5530	WATER - UTILITIES	138.39
						CHECK TOTAL:	138.39
00397294	03/22/19	MAXIM HEALTHCARE SERVI	CONSULTANTS-OTHER	0104172860	5831	CONSULTANTS-OTHER	2,911.50
						CHECK TOTAL:	2,911.50
00397295	03/22/19	Office Depot	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	78.10
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	40.77
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	372.73
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	201.48
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	78.10
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	49.75
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	13.55
			GENERAL SUPPLIES-NON INSTRUCT	0104072000	4340	GENERAL SUPPLIES-NON INS	55.72
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	31.00
						CHECK TOTAL:	921.20
00397296	03/22/19	Safety 1st Pest Contro	FEBRUARY 2019	0102477409	5550	PEST CONTROL	50.00
			FEBRUARY 2019	0105477409	5550	PEST CONTROL	175.00
			FEBRUARY 2019	0106477409	5550	PEST CONTROL	125.00
			FEBRUARY 2019	0107477409	5550	PEST CONTROL	125.00
			FEBRUARY 2019	0108477409	5550	PEST CONTROL	125.00
			PEST CONTROL	0102477409	5550	PEST CONTROL	75.00
						CHECK TOTAL:	675.00
00397297	03/22/19	Scholastic Inc.	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	43.93
						CHECK TOTAL:	43.93
00397298	03/22/19	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	19.46
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	363.42

SELECT Check ID's and Numbers: 76@ ; Check Dates: 032219

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	49.12
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	4.29
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	42.03
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	5.16
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	333.49
			PRINTERS <\$250 & INK/SUPPLIES	0102397406	4322	PRINTERS <\$250 & INK/SUP	77.41
			PRINTERS <\$250 & INK/SUPPLIES	0102397406	4322	PRINTERS <\$250 & INK/SUP	348.54
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	47.44
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	96.65
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	17.47
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	47.54
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	60.34
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	236.40
						CHECK TOTAL:	1,748.76
00397299	03/22/19	University of Oregon	CONSULTANTS-INSTRUCTIONAL	0107011005	5830	CONSULTANTS-INSTRUCTIONA	448.00
			CONSULTANTS-INSTRUCTIONAL	0108011005	5830	CONSULTANTS-INSTRUCTIONA	587.00
						CHECK TOTAL:	1,035.00
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	17,433.26
			GRAND TOTAL				17,433.26

SELECT Check ID's and Numbers: 76@ ; Check Dates: 032519

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397300	03/25/19	ABEDI Inc.	FEBRUARY 2019	0104602140	5894	IBI SUPERVISION	6,071.86
			FEBRUARY 2019	0104602140	5894	IBI SUPERVISION	3,795.00
						CHECK TOTAL:	9,866.86
00397301	03/25/19	Advanced Alarm & Fire	ALARM MONITORING	0106477409	5560	ALARM MONITORING	210.00
						CHECK TOTAL:	210.00
00397302	03/25/19	Atkinson Andelson Loya	FEBRUARY 2019	0110397140	5835	LEGAL EXPENSE	759.94
			FEBRUARY 2019	0102397400	5835	LEGAL EXPENSE	7,436.63
						CHECK TOTAL:	8,196.57
00397303	03/25/19	BSN Sport	CONTRACT SERVICES	0105311075	5610	CONTRACT SERVICES	1,285.26
						CHECK TOTAL:	1,285.26
00397304	03/25/19	CDW GOVERNMENT LLC	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	43.85
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	49.55
			MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	183.93
						CHECK TOTAL:	277.33
00397305	03/25/19	Frontier California In	MARCH 2019	0105477409	5920	TELEPHONE SERVICE	3.60
						CHECK TOTAL:	3.60
00397306	03/25/19	Frontier California In	MARCH 2019	0106477409	5920	TELEPHONE SERVICE	306.25
			MARCH 2019	0108477409	5920	TELEPHONE SERVICE	301.17
			MARCH 2019	0107477409	5920	TELEPHONE SERVICE	366.50
			MARCH 2019	0102477409	5920	TELEPHONE SERVICE	476.15
			MARCH 2019	0105477409	5920	TELEPHONE SERVICE	461.73
						CHECK TOTAL:	1,911.80
00397307	03/25/19	Ganahl Lumber	MISC OUTSIDE VENDOR	0105315015	5860	MISC OUTSIDE VENDOR	288.90
						CHECK TOTAL:	288.90
00397308	03/25/19	Grainger	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	443.67
						CHECK TOTAL:	443.67
00397309	03/25/19	Greek Concrete Inc	OTHER MAINTENANCE SERVICES	0105477408	5692	OTHER MAINTENANCE SERVIC	8,695.00
			OTHER MAINTENANCE SERVICES	0107477408	5692	OTHER MAINTENANCE SERVIC	1,980.00
						CHECK TOTAL:	10,675.00
00397310	03/25/19	Johnson Controls Fire	APRIL 2019	0105477409	5560	ALARM MONITORING	1,485.92
						CHECK TOTAL:	1,485.92
00397311	03/25/19	Laguna Beach Water Dis	1/15/19 - 3/14/19	0106477409	5530	WATER - UTILITIES	1,091.11
			1/15/19 - 3/14/19	0105477409	5530	WATER - UTILITIES	1,189.72

SELECT Check ID's and Numbers: 760 ; Check Dates: 032519

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			1/15/19 - 3/14/19	0106477409	5530	WATER - UTILITIES	32.00
			1/15/19 - 3/14/19	0105477409	5530	WATER - UTILITIES	323.29
			1/15/19 - 3/14/19	0105477409	5530	WATER - UTILITIES	53.11
			1/15/19 - 3/14/19	0105477409	5530	WATER - UTILITIES	298.86
			1/15/19 - 3/14/19	0105477409	5530	WATER - UTILITIES	37.36
			1/15/19 - 3/14/19	0105477409	5530	WATER - UTILITIES	1,370.91
			1/15/19 - 3/14/19	0102477409	5530	WATER - UTILITIES	63.61
						CHECK TOTAL:	4,459.97
00397312	03/25/19	Laguna Playhouse	4/4 - ISLAND OF BLUE DOLPHINS	0107011005	5860	MISC OUTSIDE VENDOR	500.00
						CHECK TOTAL:	500.00
00397313	03/25/19	Maintex	OTHER CUSTODIAL SUPPLIES	0107477409	4361	OTHER CUSTODIAL SUPPLIES	107.47
			CUSTODIAL CONSUMABLES(PAPER)	0106477409	4360	CUSTODIAL CONSUMABLES(PA	176.98
						CHECK TOTAL:	284.45
00397314	03/25/19	OCDE	TRAVEL & CONFERENCE	0107011005	5220	TRAVEL & CONFERENCE	195.00
						CHECK TOTAL:	195.00
00397315	03/25/19	Passaro Ph.D., Perry	OUTSIDE ASSESSMENT FEES	0104132430	5895	OUTSIDE ASSESSMENT FEES	4,950.00
						CHECK TOTAL:	4,950.00
00397316	03/25/19	Penske Truck Leasing C	MISC OUTSIDE VENDOR	0105114695	5860	MISC OUTSIDE VENDOR	174.53
						CHECK TOTAL:	174.53
00397317	03/25/19	Seneca Family of Agenc	FEBRUARY 2019	0104132750	5889	OTHER THERAPY	600.00
						CHECK TOTAL:	600.00
00397318	03/25/19	Southwest School and O	MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	224.78
						CHECK TOTAL:	224.78
00397319	03/25/19	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	21.46
						CHECK TOTAL:	21.46
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							46,055.10
GRAND TOTAL							46,055.10

SELECT Check ID's and Numbers: 760 ; Check Dates: 032619

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397320	03/26/19	Andrew Crisp	MATERIALS & SUPPLIES-INSTRUCT 3/14-3/16 - CUE CONF	0113015040	4310	MATERIALS & SUPPLIES-INS	63.27
				0113017175	5220	TRAVEL & CONFERENCE	845.74
						CHECK TOTAL:	909.01
00397321	03/26/19	BRIGNAC, ROI	3/3-3/6 - AERIES CONF	0113457175	5220	TRAVEL & CONFERENCE	122.66
						CHECK TOTAL:	122.66
00397322	03/26/19	Debbie Finnerty	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	359.76
						CHECK TOTAL:	359.76
00397323	03/26/19	Harbottle Law Group	FEBRUARY 2019	0104072000	5835	LEGAL EXPENSE	9,677.20
						CHECK TOTAL:	9,677.20
00397324	03/26/19	Irish, Angela C.	MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	91.97
			MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	142.73
			MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	151.64
						CHECK TOTAL:	386.34
00397325	03/26/19		DECEMBER 2018 - MARCH 2019	0104632900	5878	PARENT REIMBURSEMENT (LE	8,530.00
						CHECK TOTAL:	8,530.00
00397326	03/26/19	Maria Hoffman	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	17.61
						CHECK TOTAL:	17.61
00397327	03/26/19	Qualtrics LLC	SUBSCRIPTIONS - ONLINE	0110397140	5813	SUBSCRIPTIONS - ONLINE	1,500.00
						CHECK TOTAL:	1,500.00
00397328	03/26/19	Steve Lalin	EQUIPMENT-NEW \$500-\$5000	0102011190	4410	EQUIPMENT-NEW \$500-\$5000	1,009.99
						CHECK TOTAL:	1,009.99
00397329	03/26/19	Stevens, Julie E.	MATERIALS & SUPPLIES-INSTRUCT	0113015040	4310	MATERIALS & SUPPLIES-INS	4.50
			MATERIALS & SUPPLIES-INSTRUCT	0113015040	4310	MATERIALS & SUPPLIES-INS	40.33
						CHECK TOTAL:	44.83
00397330	03/26/19	Witt, Melinda	MATERIALS & SUPPLIES-INSTRUCT	0113015040	4310	MATERIALS & SUPPLIES-INS	394.35
						CHECK TOTAL:	394.35
00397331	03/26/19	Bread Artisan Bakery L	FOOD	1302277426	4700	FOOD	109.92
						CHECK TOTAL:	109.92
00397332	03/26/19	Gold Star Foods	FOOD	1302277426	4700	FOOD	372.34
			FOOD	1302277426	4700	FOOD	800.57
			FOOD	1302277426	4700	FOOD	78.31
			FOOD	1302277426	4700	FOOD	101.03

SELECT Check ID's and Numbers: 76@ ; Check Dates: 032619

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	202.06
			FOOD	1302277426	4700	FOOD	45.52
			FOOD	1302277426	4700	FOOD	96.42
			FOOD	1302277426	4700	FOOD	31.47
			FOOD	1302277426	4700	FOOD	63.47
			FOOD	1302277426	4700	FOOD	281.92
			FOOD	1302277426	4700	FOOD	136.76
			FOOD	1302277426	4700	FOOD	157.91
			FOOD	1302277426	4700	FOOD	968.60
			FOOD	1302277426	4700	FOOD	507.24
			FOOD	1302277426	4700	FOOD	687.69
			FOOD	1302277426	4700	FOOD	111.77
			FOOD	1302277426	4700	FOOD	19.43
			FOOD	1302277426	4700	FOOD	102.03
			FOOD	1302277426	4700	FOOD	121.46
			FOOD	1302277426	4700	FOOD	85.56
			FOOD	1302277426	4700	FOOD	85.56
			FOOD	1302277426	4700	FOOD	311.96
			FOOD	1302277426	4700	FOOD	-106.07
			FOOD	1302277426	4700	FOOD	122.51
			FOOD	1302277426	4700	FOOD	26.09
			FOOD	1302277426	4700	FOOD	232.93
			FOOD	1302277426	4700	FOOD	198.92
			FOOD	1302277426	4700	FOOD	50.90
			FOOD	1302277426	4700	FOOD	144.67
			FOOD	1302277426	4700	FOOD	308.15
			FOOD	1302277426	4700	FOOD	700.34
			FOOD	1302277426	4700	FOOD	236.76
						CHECK TOTAL:	7,284.28
00397333	03/26/19	Harvest Santa Barbara	FOOD	1302277426	4700	FOOD	583.30
						CHECK TOTAL:	583.30
00397334	03/26/19	Hollandia Dairy Inc	FOOD	1302277426	4700	FOOD	149.29
			FOOD	1302277426	4700	FOOD	138.60
			FOOD	1302277426	4700	FOOD	111.16
			FOOD	1302277426	4700	FOOD	139.32
			FOOD	1302277426	4700	FOOD	77.29
			FOOD	1302277426	4700	FOOD	159.24
			FOOD	1302277426	4700	FOOD	124.98
			FOOD	1302277426	4700	FOOD	88.92
			FOOD	1302277426	4700	FOOD	151.69
			FOOD	1302277426	4700	FOOD	143.82
			FOOD	1302277426	4700	FOOD	70.32

SELECT Check ID's and Numbers: 768 ; Check Dates: 032619

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	112.62
			FOOD	1302277426	4700	FOOD	37.99
			FOOD	1302277426	4700	FOOD	163.90
			FOOD	1302277426	4700	FOOD	110.09
			FOOD	1302277426	4700	FOOD	70.32
			FOOD	1302277426	4700	FOOD	72.21
			FOOD	1302277426	4700	FOOD	172.99
			FOOD	1302277426	4700	FOOD	111.79
			FOOD	1302277426	4700	FOOD	106.38
			FOOD	1302277426	4700	FOOD	100.77
			FOOD	1302277426	4700	FOOD	98.34
			FOOD	1302277426	4700	FOOD	128.79
			FOOD	1302277426	4700	FOOD	70.32
						CHECK TOTAL:	2,711.14
00397335	03/26/19	Mandarin King	FOOD	1302277426	4700	FOOD	220.00
			FOOD	1302277426	4700	FOOD	220.00
			FOOD	1302277426	4700	FOOD	220.00
			FOOD	1302277426	4700	FOOD	220.00
			FOOD	1302277426	4700	FOOD	300.00
			FOOD	1302277426	4700	FOOD	220.00
						CHECK TOTAL:	1,400.00
00397336	03/26/19	Quick Dispense Inc.	FOOD	1302277426	4700	FOOD	349.45
						CHECK TOTAL:	349.45
00397337	03/26/19	STIX HOLDINGS LLC	FOOD	1302277426	4700	FOOD	117.50
			FOOD	1302277426	4700	FOOD	175.00
			FOOD	1302277426	4700	FOOD	105.75
			FOOD	1302277426	4700	FOOD	166.25
			FOOD	1302277426	4700	FOOD	105.75
			FOOD	1302277426	4700	FOOD	166.25
						CHECK TOTAL:	836.50
00397338	03/26/19	SUNRISE PRODUCE	FOOD	1302277426	4700	FOOD	73.80
			FOOD	1302277426	4700	FOOD	49.20
			FOOD	1302277426	4700	FOOD	45.40
			FOOD	1302277426	4700	FOOD	5.15
			FOOD	1302277426	4700	FOOD	70.65
			FOOD	1302277426	4700	FOOD	-28.09
			FOOD	1302277426	4700	FOOD	34.85
			FOOD	1302277426	4700	FOOD	111.19
			FOOD	1302277426	4700	FOOD	-19.00
			FOOD	1302277426	4700	FOOD	34.32

SELECT Check ID's and Numbers: 76@ ; Check Dates: 032619

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	39.95
			FOOD	1302277426	4700	FOOD	58.50
			FOOD	1302277426	4700	FOOD	119.87
			FOOD	1302277426	4700	FOOD	56.97
			FOOD	1302277426	4700	FOOD	73.35
			FOOD	1302277426	4700	FOOD	186.10
			FOOD	1302277426	4700	FOOD	35.01
			FOOD	1302277426	4700	FOOD	135.92
			FOOD	1302277426	4700	FOOD	7.62
			FOOD	1302277426	4700	FOOD	97.00
			FOOD	1302277426	4700	FOOD	39.95
			FOOD	1302277426	4700	FOOD	24.20
			FOOD	1302277426	4700	FOOD	-13.05
			FOOD	1302277426	4700	FOOD	-30.20
			FOOD	1302277426	4700	FOOD	172.52
			FOOD	1302277426	4700	FOOD	197.00
						CHECK TOTAL:	1,578.18
00397339	03/26/19	Sysco Food Service of	FOOD	1302277426	4700	FOOD	244.65
			FOOD	1302277426	4700	FOOD	111.00
			FOOD	1302277426	4700	FOOD	180.30
			FOOD	1302277426	4700	FOOD	58.81
			FOOD	1302277426	4700	FOOD	53.65
			FOOD	1302277426	4700	FOOD	17.46
			FOOD	1302277426	4700	FOOD	188.95
			FOOD	1302277426	4700	FOOD	648.55
			FOOD	1302277426	4700	FOOD	235.90
			FOOD	1302277426	4700	FOOD	315.98
			FOOD	1302277426	4700	FOOD	806.53
			FOOD	1302277426	4700	FOOD	33.65
			FOOD	1302277426	4700	FOOD	58.88
			FOOD	1302277426	4700	FOOD	81.38
						CHECK TOTAL:	3,035.69
00397340	03/26/19	US Foodservice Inc.	FOOD	1302277426	4700	FOOD	177.34
			FOOD	1302277426	4700	FOOD	765.64
			FOOD	1302277426	4700	FOOD	177.51
			FOOD	1302277426	4700	FOOD	663.50
			FOOD	1302277426	4700	FOOD	62.60
			FOOD	1302277426	4700	FOOD	71.68
			FOOD	1302277426	4700	FOOD	1,264.91
			FOOD	1302277426	4700	FOOD	77.11
			FOOD	1302277426	4700	FOOD	439.49
			FOOD	1302277426	4700	FOOD	164.30

SELECT Check ID's and Numbers: 76@ ; Check Dates: 032619

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	107.52
			FOOD	1302277426	4700	FOOD	640.00
			FOOD	1302277426	4700	FOOD	366.45
						CHECK TOTAL:	4,978.05
00397341	03/26/19	Z PIZZA INC	FOOD	1302277426	4700	FOOD	171.00
			FOOD	1302277426	4700	FOOD	90.00
			FOOD	1302277426	4700	FOOD	300.00
			FOOD	1302277426	4700	FOOD	156.00
			FOOD	1302277426	4700	FOOD	180.00
			FOOD	1302277426	4700	FOOD	294.00
			FOOD	1302277426	4700	FOOD	144.00
			FOOD	1302277426	4700	FOOD	90.00
			FOOD	1302277426	4700	FOOD	179.00
			FOOD	1302277426	4700	FOOD	144.00
			FOOD	1302277426	4700	FOOD	310.00
			FOOD	1302277426	4700	FOOD	90.00
						CHECK TOTAL:	2,148.00
00397342	03/26/19	MOBILE MODULAR MANAGEM	MARCH 2019	2506498410	5620	RENTAL EXPENSE	646.00
						CHECK TOTAL:	646.00
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	48,612.26
			GRAND TOTAL				48,612.26

SELECT Check ID's and Numbers: 76@ ; Check Dates: 032719

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397343	03/27/19	Best Best & Krieger LL	FEBRUARY 2019	0104072000	5835	LEGAL EXPENSE	7,741.06
						CHECK TOTAL:	7,741.06
00397344	03/27/19	Brubaker, Corrin	NPS TRANSPORTATION-IN LIEU	0104256700	5881	NPS TRANSPORTATION-IN LI	770.56
						CHECK TOTAL:	770.56
00397345	03/27/19	Carolina Biological Su	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	530.25
						CHECK TOTAL:	530.25
00397346	03/27/19	Carolina Biological Su	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	66.72
						CHECK TOTAL:	66.72
00397347	03/27/19	CDW GOVERNMENT LLC	EQUIPMENT-COMPUTER \$500-\$5000	0105114695	4460	EQUIPMENT-COMPUTER \$500-	321.66
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	276.59
						CHECK TOTAL:	598.25
00397348	03/27/19	Dabby Nash	3/20 - BUSINESS PLUS TRAINING	0104072050	5210	MILEAGE REIMBURSEMENT	10.09
						CHECK TOTAL:	10.09
00397349	03/27/19	Eagle Software	TRAVEL & CONFERENCE	0105091012	5220	TRAVEL & CONFERENCE	1,250.00
			TRAVEL & CONFERENCE	0108091005	5220	TRAVEL & CONFERENCE	350.00
						CHECK TOTAL:	1,600.00
00397350	03/27/19	Kaiser Foundation Heal	APRIL 2019	0102017400	3401	HEALTH & WELFARE, CERTIF	100,088.12
			APRIL 2019	0102397400	3402	HEALTH & WELFARE,CLASSIF	49,297.14
			APRIL 2019	0102017400	3401	HEALTH & WELFARE, CERTIF	3,023.79
			APRIL 2019	0102017400	3401	HEALTH & WELFARE, CERTIF	377.97
			APRIL 2019	0102397400	3402	HEALTH & WELFARE,CLASSIF	1,489.33
			APRIL 2019	0102397400	3402	HEALTH & WELFARE,CLASSIF	186.17
						CHECK TOTAL:	154,462.52
00397351	03/27/19	Konica Minolta	JULY 2018	0102397400	5650	SOFTWARE/COPIER MAINTENA	174.74
			OCTOBER 2018	0102397400	5650	SOFTWARE/COPIER MAINTENA	271.50
			DECEMBER 2018	0102397400	5650	SOFTWARE/COPIER MAINTENA	307.48
			NOVEMBER 2018	0102397400	5650	SOFTWARE/COPIER MAINTENA	213.47
			OCTOBER 2018	0102397400	5650	SOFTWARE/COPIER MAINTENA	327.20
			NOVEMBER 2018	0102397400	5650	SOFTWARE/COPIER MAINTENA	85.36
			AUGUST 2018	0102397400	5650	SOFTWARE/COPIER MAINTENA	887.98
			SEPTEMBER 2018	0102397400	5650	SOFTWARE/COPIER MAINTENA	388.74
			AUGUST 2018	0102397400	5650	SOFTWARE/COPIER MAINTENA	273.96
			JULY 2019	0102397400	5650	SOFTWARE/COPIER MAINTENA	149.59
			DECEMBER 2018	0102397400	5650	SOFTWARE/COPIER MAINTENA	244.71
			SEPTEMBER 2018	0102397400	5650	SOFTWARE/COPIER MAINTENA	357.57
						CHECK TOTAL:	3,682.30

LAGUNA BEACH USD 03/27/19 Commercial Check Register Page 2
WED, MAR 27, 2019, 8:29 AM --req: ADMIN-----leg: 76 -----loc: ISSSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

SELECT Check ID's and Numbers: 760 ; Check Dates: 032719

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397352	03/27/19	PAPER RECYCLING AND SH	OTHER MAINTENANCE SERVICES	0101377100	5692	OTHER MAINTENANCE SERVIC	50.00
						CHECK TOTAL:	50.00
00397353	03/27/19	Scholastic Inc.	SUBSCRIPTIONS	0108011005	4368	SUBSCRIPTIONS	128.98
						CHECK TOTAL:	128.98
00397354	03/27/19	Steven Sogo	MISC OUTSIDE VENDOR	0105015040	5860	MISC OUTSIDE VENDOR	535.00
						CHECK TOTAL:	535.00
00397355	03/27/19	Tangram Interiors	EQUIPMENT-NEW \$500-\$5000	0113018640	4410	EQUIPMENT-NEW \$500-\$5000	974.38
						CHECK TOTAL:	974.38
00397356	03/27/19	VocabularySpellingCity	SUBSCRIPTIONS	0108011005	4368	SUBSCRIPTIONS	583.20
						CHECK TOTAL:	583.20
00397357	03/27/19	Yoder, Elizabeth	MILEAGE - 9/24/18 & 3/20/18	0108091005	5220	TRAVEL & CONFERENCE	37.57
						CHECK TOTAL:	37.57
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	171,770.88
			GRAND TOTAL				171,770.88

SELECT Check ID's and Numbers: 76@ : Check Dates: 032819

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397358	03/28/19	Blue Shield of Califor	APRIL 2019	0102397400	3402	HEALTH & WELFARE,CLASSIF	517.91
			APRIL 2019	0102017400	3401	HEALTH & WELFARE, CERTIF	1,051.50
			APRIL 2019	0102397400	3402	HEALTH & WELFARE,CLASSIF	78,679.19
			APRIL 2019	0102017400	3401	HEALTH & WELFARE, CERTIF	159,742.60
						CHECK TOTAL:	239,991.20
00397359	03/28/19	BrightView Landscape S	LANDSCAPE/IRRIGATION	0108477409	5680	LANDSCAPE/IRRIGATION	1,780.65
			LANDSCAPE/IRRIGATION	0105477409	5680	LANDSCAPE/IRRIGATION	856.76
			LANDSCAPE/IRRIGATION	0106477409	5680	LANDSCAPE/IRRIGATION	960.00
						CHECK TOTAL:	3,597.41
00397360	03/28/19	CALIFORNIA SCHOOLS EMP	APRIL 2019	0102017400	3401	HEALTH & WELFARE, CERTIF	19,396.61
			APRIL 2019	0102397400	3402	HEALTH & WELFARE,CLASSIF	9,553.56
			APRIL 2019	0102017400	3401	HEALTH & WELFARE, CERTIF	2,796.31
			APRIL 2019	0102397400	3402	HEALTH & WELFARE,CLASSIF	1,377.28
			APRIL 2019	0102397400	5831	CONSULTANTS-OTHER	543.00
						CHECK TOTAL:	33,666.76
00397361	03/28/19	Firn, Scott	2/27-3/2 - CADA	0105015040	5220	TRAVEL & CONFERENCE	179.55
						CHECK TOTAL:	179.55
00397362	03/28/19	Futterman, Kathy Ed.D.	CONSULTANTS-OTHER	0104072000	5831	CONSULTANTS-OTHER	958.96
						CHECK TOTAL:	958.96
00397363	03/28/19	Home Depot	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	10.74
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	139.00
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	499.12
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	-311.40
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	311.40
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	46.56
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	130.32
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	95.49
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	27.72
			MAINTENANCE SUPPLIES	0107477408	4362	MAINTENANCE SUPPLIES	46.42
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	154.34
			MAINTENANCE SUPPLIES	0107477408	4362	MAINTENANCE SUPPLIES	162.91
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	67.87
						CHECK TOTAL:	1,380.49
00397364	03/28/19	Johnstone Supply	MAINTENANCE SUPPLIES	0107477408	4362	MAINTENANCE SUPPLIES	108.18
			MAINTENANCE SUPPLIES	0107477408	4362	MAINTENANCE SUPPLIES	619.56
						CHECK TOTAL:	727.74
00397365	03/28/19	OC Register	ADVERTISING	0102477408	5815	ADVERTISING	4,691.28

SELECT Check ID's and Numbers: 76@ ; Check Dates: 032819

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			ADVERTISING	0113457175	5815	ADVERTISING	1,776.60
			ADVERTISING	0113457175	5815	ADVERTISING	5,290.56
						CHECK TOTAL:	11,758.44
00397366	03/28/19	SCHOOL OUTFITTERS	EQUIPMENT-NEW \$500-\$5000	0107015040	4410	EQUIPMENT-NEW \$500-\$5000	4,138.05
						CHECK TOTAL:	4,138.05
00397367	03/28/19	School Specialty Inc.	EQUIPMENT-NEW \$500-\$5000	0107015040	4410	EQUIPMENT-NEW \$500-\$5000	1,665.34
						CHECK TOTAL:	1,665.34
00397368	03/28/19	SPORTS FIELD SERVICES	LANDSCAPE/IRRIGATION	0105477409	5680	LANDSCAPE/IRRIGATION	11,130.00
						CHECK TOTAL:	11,130.00
00397369	03/28/19	Stevens, Julie E.	MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	187.14
						CHECK TOTAL:	187.14
00397370	03/28/19	SPORTS FIELD SERVICES	BUILDING IMPROVEMENTS	4205498650	6230	BUILDING IMPROVEMENTS	14,780.00
			BUILDING IMPROVEMENTS	4205498650	6230	BUILDING IMPROVEMENTS	14,420.00
						CHECK TOTAL:	29,200.00
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	338,581.08
			GRAND TOTAL				338,581.08

SELECT Check ID's and Numbers: 760 ; Check Dates: 032919

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397371	03/29/19	Cartica Solutions Inc.	ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	3,075.45
						CHECK TOTAL:	3,075.45
00397372	03/29/19	Cox Communications	INTERNET CONNECTIVITY	0113457175	5940	INTERNET CONNECTIVITY	97.68
						CHECK TOTAL:	97.68
00397373	03/29/19	Eagle Software	TRAVEL & CONFERENCE	0113457175	5220	TRAVEL & CONFERENCE	2,125.00
						CHECK TOTAL:	2,125.00
00397374	03/29/19	Grainger	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	11.56
						CHECK TOTAL:	11.56
00397375	03/29/19	Knott's Berry Farm	MISC OUTSIDE VENDOR	0107015600	5860	MISC OUTSIDE VENDOR	2,523.00
						CHECK TOTAL:	2,523.00
00397376	03/29/19	Laguna Beach Water Dis	1/18/19 - 3/19/19	0105477409	5530	WATER - UTILITIES	825.86
			1/18/19 - 3/19/19	0105477409	5530	WATER - UTILITIES	539.94
			1/18/19 - 3/19/19	0105477409	5530	WATER - UTILITIES	493.11
						CHECK TOTAL:	1,858.91
00397377	03/29/19	Maintex	OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	7.98
			OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	163.63
						CHECK TOTAL:	171.61
00397378	03/29/19	Office Depot	GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	33.41
			GENERAL SUPPLIES-NON INSTRUCT	0110397140	4322	PRINTERS <\$250 & INK/SUP	212.32
			PRINTERS <\$250 & INK/SUPPLIES	0110397140	4340	GENERAL SUPPLIES-NON INS	48.48
			PRINTERS <\$250 & INK/SUPPLIES	0110397140	4340	GENERAL SUPPLIES-NON INS	44.06
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	170.10
			GENERAL SUPPLIES-NON INSTRUCT	0109397150	4340	GENERAL SUPPLIES-NON INS	24.89
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	40.72
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	270.86
			GENERAL SUPPLIES-NON INSTRUCT	0108091005	4340	GENERAL SUPPLIES-NON INS	6.57
						CHECK TOTAL:	851.41
00397379	03/29/19	Smardan Supply Co	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	454.91
						CHECK TOTAL:	454.91
00397380	03/29/19	Southern Calif Gas Co.	MARCH 2019	0107477409	5510	HEAT - UTILITIES	460.35
						CHECK TOTAL:	460.35
00397381	03/29/19	SPEAR Sports Performan	1/15/19 - 3/6/19	0105315040	5860	MISC OUTSIDE VENDOR	487.50
			2/25/19 - 3/9/19	0105315040	5860	MISC OUTSIDE VENDOR	1,600.00
						CHECK TOTAL:	2,087.50

SELECT Check ID's and Numbers: 76@ ; Check Dates: 032919

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397382	03/29/19	Staples Advantage	PRINTERS <\$250 & INK/SUPPLIES	0102397406	4322	PRINTERS <\$250 & INK/SUP	90.95
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	535.03
			PRINTERS <\$250 & INK/SUPPLIES	0102397406	4322	PRINTERS <\$250 & INK/SUP	-90.95
			COPIER PAPER	0102397400	4312	COPIER PAPER	344.15
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	109.11
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	52.16
						CHECK TOTAL:	1,040.45
00397383	03/29/19	William V MacGill & Co	GENERAL SUPPLIES-NON INSTRUCT	0107477408	4340	GENERAL SUPPLIES-NON INS	864.18
						CHECK TOTAL:	864.18
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							15,622.01
GRAND TOTAL							15,622.01

SELECT Check ID's and Numbers: 760 ; Check Dates: 040219

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397384	04/02/19	Apple Computer Inc.	EQUIPMENT-COMPUTER \$500-\$5000	0107015040	4460	EQUIPMENT-COMPUTER \$500- CHECK TOTAL:	5,234.76 5,234.76
00397385	04/02/19	Besecker, Heather	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	28.11 28.11
00397386	04/02/19	Eagle Software	TRAVEL & CONFERENCE	0109397150	5220	TRAVEL & CONFERENCE CHECK TOTAL:	350.00 350.00
00397387	04/02/19	Jameson, Jamie	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	420.00 420.00
00397388	04/02/19	Jose Louis Gonzalez	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	85.00 85.00
00397389	04/02/19	King, Nikol	3/4-3/5 - AERIES CONF	0105011012	5220	TRAVEL & CONFERENCE CHECK TOTAL:	221.23 221.23
00397390	04/02/19	Likins, Elizabeth	3/21-3/22 - WORKABILITY CONF	0104644575	5220	TRAVEL & CONFERENCE CHECK TOTAL:	394.02 394.02
00397391	04/02/19	Margaretich, Kathleen	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0107011005 0107011005	4310 4310	MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS CHECK TOTAL:	59.88 149.82 209.70
00397392	04/02/19		3/18/19 - 3/22/19 3/25/19 - 3/29/19	0104632900 0104632900	5878 5878	PARENT REIMBURSEMENT (LE PARENT REIMBURSEMENT (LE CHECK TOTAL:	1,625.00 1,625.00 3,250.00
00397393	04/02/19	Rojas, Yadhira	MILEAGE - FEBRUARY 2019	0102013045	5210	MILEAGE REIMBURSEMENT CHECK TOTAL:	46.40 46.40
00397394	04/02/19	ROTARY CLUB OF LAGUNA	JANUARY - JUNE 2019	0101377100	5310	DUES & MEMBERSHIPS CHECK TOTAL:	130.00 130.00
00397395	04/02/19	Seaside Solutions	OTHER THERAPY	0104132750	5889	OTHER THERAPY CHECK TOTAL:	450.00 450.00
00397396	04/02/19	Stevens, Julie E.	MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	116.77 116.77
00397397	04/02/19	U.S. Bank National Ass	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT COMPUTER SUPPLIES	0105315317 0105011012 0113457175	4310 4310 4320	MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS COMPUTER SUPPLIES	180.74 141.21 110.69

SELECT Check ID's and Numbers: 760 ; Check Dates: 040219

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	108.00
			MISC OUTSIDE VENDOR	0113457175	5860	MISC OUTSIDE VENDOR	-98.00
			TRAVEL & CONFERENCE	0105011075	5220	TRAVEL & CONFERENCE	65.00
			TRAVEL & CONFERENCE	0109397150	5220	TRAVEL & CONFERENCE	56.50
			REFRESHMENTS - NOT FOOD SERV	0109397150	4325	REFRESHMENTS - NOT FOOD	74.13
			OTHER BOOKS	0109397150	4220	OTHER BOOKS	30.70
			OTHER BOOKS	0109156100	4220	OTHER BOOKS	451.85
			PRINTERS <\$250 & INK/SUPPLIES	0109397150	4322	PRINTERS <\$250 & INK/SUP	84.99
			PRINTERS <\$250 & INK/SUPPLIES	0109397150	4322	PRINTERS <\$250 & INK/SUP	130.26
			REFRESHMENTS - NOT FOOD SERV	0106091008	4325	REFRESHMENTS - NOT FOOD	304.23
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	223.45
			TRAVEL & CONFERENCE	0101377100	5220	TRAVEL & CONFERENCE	1,126.33
			REFRESHMENTS - NOT FOOD SERV	0101377100	4325	REFRESHMENTS - NOT FOOD	427.01
			REFRESHMENTS - NOT FOOD SERV	0101377350	4325	REFRESHMENTS - NOT FOOD	746.13
			TRAVEL & CONFERENCE	0101377100	5220	TRAVEL & CONFERENCE	904.85
			OTHER BOOKS	0101377100	4220	OTHER BOOKS	64.65
			MATERIALS & SUPPLIES-INSTRUCT	0104613150	4310	MATERIALS & SUPPLIES-INS	27.94
			TRAVEL & CONFERENCE	0104035380	5220	TRAVEL & CONFERENCE	694.00
			TESTS/SCORING	0104613150	4330	TESTS/SCORING	421.32
			POSTAGE/DELIVERY	0104072000	5910	POSTAGE/DELIVERY	14.35
			TRAVEL & CONFERENCE	0110397140	5220	TRAVEL & CONFERENCE	516.14
			PUBLICATIONS & JOURNALS	0101377100	4365	PUBLICATIONS & JOURNALS	15.96
			MISC OUTSIDE VENDOR	0105015590	5860	MISC OUTSIDE VENDOR	6,526.80
			REFRESHMENTS - NOT FOOD SERV	0101377100	4325	REFRESHMENTS - NOT FOOD	224.16
			REFRESHMENTS - NOT FOOD SERV	0102015380	4325	REFRESHMENTS - NOT FOOD	449.27
			REFRESHMENTS - NOT FOOD SERV	0110397140	4325	REFRESHMENTS - NOT FOOD	547.17
			REFRESHMENTS - NOT FOOD SERV	0110397140	4325	REFRESHMENTS - NOT FOOD	252.87
			REFRESHMENTS - NOT FOOD SERV	0110397140	4325	REFRESHMENTS - NOT FOOD	43.08
			REFRESHMENTS - NOT FOOD SERV	0102013045	4325	REFRESHMENTS - NOT FOOD	457.29
			GENERAL SUPPLIES-NON INSTRUCT	0105477408	4340	GENERAL SUPPLIES-NON INS	58.95
			TRAVEL & CONFERENCE	0108091005	5220	TRAVEL & CONFERENCE	229.95
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	338.42
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	114.84
			DUES & MEMBERSHIPS	0108091005	5310	DUES & MEMBERSHIPS	59.00
			PRINTERS <\$250 & INK/SUPPLIES	0108015040	4322	PRINTERS <\$250 & INK/SUP	162.31
			GENERAL SUPPLIES-NON INSTRUCT	0108095040	4340	GENERAL SUPPLIES-NON INS	81.84
			GENERAL SUPPLIES-NON INSTRUCT	0108091005	4340	GENERAL SUPPLIES-NON INS	-49.25
			MISC OUTSIDE VENDOR	0110397140	5860	MISC OUTSIDE VENDOR	200.95
			MISC OUTSIDE VENDOR	0110397140	5860	MISC OUTSIDE VENDOR	89.25
			REFRESHMENTS - NOT FOOD SERV	0110397140	4325	REFRESHMENTS - NOT FOOD	184.81
			POSTAGE/DELIVERY	0110397140	5910	POSTAGE/DELIVERY	21.07
			TRAVEL & CONFERENCE	0102397406	5220	TRAVEL & CONFERENCE	1,200.00
			REFRESHMENTS - NOT FOOD SERV	0102397406	4325	REFRESHMENTS - NOT FOOD	36.81
			TRAVEL & CONFERENCE	0110397140	5220	TRAVEL & CONFERENCE	748.34

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TUE, APR 02, 2019, 8:18 AM --req: ADMIN-----leg: 76 -----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

SELECT Check ID's and Numbers: 760 ; Check Dates: 040219

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			REFRESHMENTS - NOT FOOD SERV	0107091005	4325	REFRESHMENTS - NOT FOOD	73.04
			TRAVEL & CONFERENCE	0109156100	5220	TRAVEL & CONFERENCE	773.82
			MATERIALS & SUPPLIES-INSTRUCT	0109156100	4310	MATERIALS & SUPPLIES-INS	41.70
			REFRESHMENTS - NOT FOOD SERV	0105091012	4325	REFRESHMENTS - NOT FOOD	210.66
			GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	5.39
			MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	450.00
						CHECK TOTAL:	20,354.97
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	31,290.96
			GRAND TOTAL				31,290.96

SELECT Check ID's and Numbers: 768 ; Check Dates: 040319

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397398	04/03/19	Advanced Alarm & Fire	ALARM MONITORING	0108477409	5560	ALARM MONITORING	950.00
						CHECK TOTAL:	950.00
00397399	04/03/19	Apple Computer Inc.	EQUIPMENT-COMPUTER \$500-\$5000	0113457175	4460	EQUIPMENT-COMPUTER \$500-	3,954.52
						CHECK TOTAL:	3,954.52
00397400	04/03/19	B & H Photo Video Inc.	EQUIPMENT-NEW \$500-\$5000	0113017175	4410	EQUIPMENT-NEW \$500-\$5000	1,076.69
						CHECK TOTAL:	1,076.69
00397401	04/03/19	Barber & Gonzales Cons	CONSULTANTS-OTHER	0101377130	5831	CONSULTANTS-OTHER	5,383.66
						CHECK TOTAL:	5,383.66
00397402	04/03/19	Best Image Graphics	MISC OUTSIDE VENDOR	0106011008	5860	MISC OUTSIDE VENDOR	950.30
						CHECK TOTAL:	950.30
00397403	04/03/19	Bic Rad	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	129.99
						CHECK TOTAL:	129.99
00397404	04/03/19	Bravo Music Inc.	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	367.00
						CHECK TOTAL:	367.00
00397405	04/03/19	CDW GOVERNMENT LLC	EQUIPMENT-COMPUTER \$500-\$5000	0113017175	4460	EQUIPMENT-COMPUTER \$500-	1,721.85
						CHECK TOTAL:	1,721.85
00397406	04/03/19	COAST TO COAST COMPUTE	PRINTERS <\$250 & INK/SUPPLIES	0105011012	4322	PRINTERS <\$250 & INK/SUP	389.62
			PRINTERS <\$250 & INK/SUPPLIES	0105011012	4322	PRINTERS <\$250 & INK/SUP	43.64
						CHECK TOTAL:	433.26
00397407	04/03/19	Grainger	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	177.27
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	14.58
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	166.45
						CHECK TOTAL:	358.30
00397408	04/03/19	HIDDLESON LISTENING LA	FEBRUARY 2019	0104632900	5889	OTHER THERAPY	900.00
						CHECK TOTAL:	900.00
00397409	04/03/19	JENNIFER TONEY SPEECH	MARCH 2019	0104632900	5887	SPEECH THERAPY	5,355.00
						CHECK TOTAL:	5,355.00
00397410	04/03/19	JFK Transportation	CHARTER BUS-ATHLETIC/FIELD TRP	0105011012	5865	CHARTER BUS-ATHLETIC/FIE	25.00
			CHARTER BUS-ATHLETIC/FIELD TRP	0105015060	5865	CHARTER BUS-ATHLETIC/FIE	450.00
						CHECK TOTAL:	475.00
00397411	04/03/19	LAGUNA BEACH LANGUAGE	OUTSIDE ASSESSMENT FEES	0104192430	5895	OUTSIDE ASSESSMENT FEES	3,750.00

SELECT Check ID's and Numbers: 760 ; Check Dates: 040319

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
CHECK TOTAL:							3,750.00
00397412	04/03/19	Lakeshore Learning Mat	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	199.31
CHECK TOTAL:							199.31
00397413	04/03/19	Microbric LLC	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	510.00
			EQUIPMENT-NEW \$500-\$5000	0105015040	4310	MATERIALS & SUPPLIES-INS	1,260.00
CHECK TOTAL:							1,770.00
00397414	04/03/19	Montgomery Hardware Co	OTHER MAINTENANCE SERVICES	0102477408	5692	OTHER MAINTENANCE SERVIC	379.62
CHECK TOTAL:							379.62
00397415	04/03/19	Ocean View School	MARCH 2019	0104632210	5100	SUBAGREEMENTS FOR SERVIC	4,845.37
CHECK TOTAL:							4,845.37
00397416	04/03/19	Pearson Assessments	TESTS/SCORING	0104613150	4330	TESTS/SCORING	92.70
CHECK TOTAL:							92.70
00397417	04/03/19	Perkins, Parta	3/14-3/16 - CUE CONF	0113017175	5220	TRAVEL & CONFERENCE	591.66
CHECK TOTAL:							591.66
00397418	04/03/19	Procure America Inc	JANUARY 2019 - WIRELESS	0102477409	5831	CONSULTANTS-OTHER	80.19
			JANUARY 2019 - TELECOM	0102477409	5831	CONSULTANTS-OTHER	1,129.84
CHECK TOTAL:							1,210.03
00397419	04/03/19	Psychological Assessme	TESTS/SCORING	0104613150	4330	TESTS/SCORING	148.50
CHECK TOTAL:							148.50
00397420	04/03/19	Sigma Aldrich Corp.	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	46.09
CHECK TOTAL:							46.09
00397421	04/03/19	Sphero Inc.	EQUIPMENT-NEW \$500-\$5000	0105015040	4410	EQUIPMENT-NEW \$500-\$5000	3,799.95
CHECK TOTAL:							3,799.95
00397422	04/03/19	Tingirides, Amy	3/21-3/22 - WORKABILITY CONF	0104644575	5220	TRAVEL & CONFERENCE	394.02
CHECK TOTAL:							394.02
00397423	04/03/19	UPS	POSTAGE/DELIVERY	0109397150	5910	POSTAGE/DELIVERY	15.84
CHECK TOTAL:							15.84
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							39,298.66
GRAND TOTAL							39,298.66

SELECT Check ID's and Numbers: 760 ; Check Dates: 040419

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397424	04/04/19	B & H Photo Video Inc.	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	125.00
			MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	318.83
						CHECK TOTAL:	443.83
00397425	04/04/19	Bio Rad	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	110.22
						CHECK TOTAL:	110.22
00397426	04/04/19	Cannan, Caroline	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	278.42
						CHECK TOTAL:	278.42
00397427	04/04/19	Cox Communications	MARCH 2019	0106091008	5860	MISC OUTSIDE VENDOR	15.35
						CHECK TOTAL:	15.35
00397428	04/04/19	Crisp Imaging	CONTRACT SERVICES	0102477408	5610	CONTRACT SERVICES	85.60
						CHECK TOTAL:	85.60
00397429	04/04/19	Express Pipe & Supply	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	50.24
						CHECK TOTAL:	50.24
00397430	04/04/19	Fisher Science Educati	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	364.71
						CHECK TOTAL:	364.71
00397431	04/04/19	Flinn Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	161.85
						CHECK TOTAL:	161.85
00397432	04/04/19	Garahl Lumber	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	33.92
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	200.47
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	6.45
						CHECK TOTAL:	240.84
00397433	04/04/19	HERTZING, RYAN	3/22 - CETPA MEETING	0113457175	5210	MILEAGE REIMBURSEMENT	16.82
						CHECK TOTAL:	16.82
00397434	04/04/19	McCluan, Jennifer Hele	CONSULTANTS-INSTRUCTIONAL	0102015380	5830	CONSULTANTS-INSTRUCTIONAL	1,850.00
						CHECK TOTAL:	1,850.00
00397435	04/04/19	NICK RAIL MUSIC	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	701.42
						CHECK TOTAL:	701.42
00397436	04/04/19	Office Depot	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	69.15
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	22.27
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	4.31
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	118.47
			GENERAL SUPPLIES-NON INSTRUCT	0110397140	4340	GENERAL SUPPLIES-NON INS	20.00

SELECT Check ID's and Numbers: 76@ ; Check Dates: 040419

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	40.04
						CHECK TOTAL:	274.24
00397437	04/04/19	Pearson Assessments	TESTS/SCORING	0104613150	4330	TESTS/SCORING	66.57
						CHECK TOTAL:	66.57
00397438	04/04/19	Ralphs Grocery Company	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	37.69
						CHECK TOTAL:	37.69
00397439	04/04/19	RUSH, MICHAEL	3/22 - CETPA	0113457175	5210	MILEAGE REIMBURSEMENT	16.82
						CHECK TOTAL:	16.82
00397440	04/04/19	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	102.31
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	722.21
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	122.86
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	171.59
			COPIER PAPER	0105011012	4312	COPIER PAPER	1,376.61
						CHECK TOTAL:	2,495.58
00397441	04/04/19	Tangram Interiors	EQUIPMENT-NEW >\$5000	0113018640	6410	EQUIPMENT-NEW >\$5000	60,556.74
						CHECK TOTAL:	60,556.74
00397442	04/04/19	The LaunchPad Therapy	MARCH 2019	0104632900	5885	OCCUPATIONAL THERAPY	5,275.00
						CHECK TOTAL:	5,275.00
00397443	04/04/19	Ward's Natural Science	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	741.28
						CHECK TOTAL:	741.28
00397444	04/04/19	Yamaha Golf Cars of Ca	VEHICLE REPAIR	0105477408	5640	VEHICLE REPAIR	355.02
						CHECK TOTAL:	355.02
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							74,138.24
GRAND TOTAL							74,138.24

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397445	04/11/19	Air-Ex Air Conditionin	HVAC	0108477408	5660	HVAC	2,520.02
						CHECK TOTAL:	2,520.02
00397446	04/11/19	Beacon Day School	MARCH 2019	0104632210	5875	TUITION	11,636.75
						CHECK TOTAL:	11,636.75
00397447	04/11/19	Burnham Benefits Insur	APRIL 2019	0102397400	5831	CONSULTANTS-OTHER	5,000.00
						CHECK TOTAL:	5,000.00
00397448	04/11/19		DECEMBER 2018 - SPEECH	0104632900	5878	PARENT REIMBURSEMENT (LE	420.00
			JANUARY 2019	0104632900	5878	PARENT REIMBURSEMENT (LE	2,230.00
			JANUARY 2019 - SPEECH	0104632900	5878	PARENT REIMBURSEMENT (LE	510.00
			FEBRUARY 2019	0104632900	5878	PARENT REIMBURSEMENT (LE	2,230.00
			FEBRUARY 2019 - SPEECH	0104632900	5878	PARENT REIMBURSEMENT (LE	510.00
			MARCH 2019	0104632900	5878	PARENT REIMBURSEMENT (LE	2,230.00
						CHECK TOTAL:	8,130.00
00397449	04/11/19	CASCO	TRAVEL & CONFERENCE	0109397150	5220	TRAVEL & CONFERENCE	485.00
						CHECK TOTAL:	485.00
00397450	04/11/19	City of Laguna Beach	POOL COSTS	0105477408	5580	POOL COSTS	12,481.26
						CHECK TOTAL:	12,481.26
00397451	04/11/19	COLLINS COMPANY	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	885.00
						CHECK TOTAL:	885.00
00397452	04/11/19		APRIL 2019	0104632900	5878	PARENT REIMBURSEMENT (LE	3,950.00
			MILEAGE - MARCH 2019	0104256700	5880	TRANSPORTATION-IN LIEU	350.56
						CHECK TOTAL:	4,300.56
00397453	04/11/19	Grainger	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	126.91
						CHECK TOTAL:	126.91
00397454	04/11/19		APRIL 2019	0104632900	5878	PARENT REIMBURSEMENT (LE	3,950.00
						CHECK TOTAL:	3,950.00
00397455	04/11/19	Laguna Beach Water Dis	1/28/19 - 3/27/19	0108477409	5530	WATER - UTILITIES	1,970.36
						CHECK TOTAL:	1,970.36
00397456	04/11/19	LONGO, LARA	ACCOUNTS PAYABLE MANUAL	0100002000	9510	ACCOUNTS PAYABLE MANUAL	3,068.09
						CHECK TOTAL:	3,068.09
00397457	04/11/19	Mardan Center of Educa	MARCH 2019	0104632210	5875	TUITION	3,842.37
			MARCH 2019 - SPEECH	0104632210	5875	TUITION	240.00

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
CHECK TOTAL:							4,082.37
00397458	04/11/19	McGill, Loryn Rachel	MARCH 2019	0104632900	5887	SPEECH THERAPY	875.00
CHECK TOTAL:							875.00
00397459	04/11/19	NCS Pearson Inc.	TESTS/SCORING	0102014011	4330	TESTS/SCORING	143.04
CHECK TOTAL:							143.04
00397460	04/11/19	NETSTYLE CORP.	GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	362.50
CHECK TOTAL:							362.50
00397461	04/11/19	Stericycle Environment	TRASH - UTILITIES	0102477409	5540	TRASH - UTILITIES	1,694.10
CHECK TOTAL:							1,694.10
00397462	04/11/19	Waste Management of OC	APRIL 2019	0102477409	5540	TRASH - UTILITIES	233.42
			MARCH 2019	0105477409	5540	TRASH - UTILITIES	188.11
			APRIL 2019	0105477409	5540	TRASH - UTILITIES	1,370.50
			APRIL 2019	0106477409	5540	TRASH - UTILITIES	476.41
			APRIL 2019	0107477409	5540	TRASH - UTILITIES	447.11
			APRIL 2019	0108477409	5540	TRASH - UTILITIES	375.10
CHECK TOTAL:							3,090.65
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							64,801.61

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397463	04/12/19	Aardvark Clay & Suppli	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	393.26
						CHECK TOTAL:	393.26
00397464	04/12/19	ALL CITY MANAGEMENT SE	2/24/19 - 3/9/19	0106098040	5860	MISC OUTSIDE VENDOR	769.60
						CHECK TOTAL:	769.60
00397465	04/12/19	ANCHOR ELECTRIC	ELECTRICAL REPAIRS	0105477408	5661	ELECTRICAL REPAIRS	5,314.00
						CHECK TOTAL:	5,314.00
00397466	04/12/19	Bandettini, Sandra	MATERIALS & SUPPLIES-INSTRUCT	0102015380	4310	MATERIALS & SUPPLIES-INS	61.25
						CHECK TOTAL:	61.25
00397467	04/12/19	Barney's Blends Inc.	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	870.41
						CHECK TOTAL:	870.41
00397468	04/12/19	CARE Youth Corporation	MARCH 2018	0104632210	5875	TUITION	150.00
			MARCH 2019	0104632210	5889	OTHER THERAPY	148.00
			MARCH 2019	0104632210	5898	AB3632 ROOM & BOARD	440.00
						CHECK TOTAL:	738.00
00397469	04/12/19	CDW GOVERNMENT LLC	EQUIPMENT-COMPUTER \$500-\$5000	0105114695	4460	EQUIPMENT-COMPUTER \$500-	160.83
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	4.49
						CHECK TOTAL:	165.32
00397470	04/12/19		MARCH 2019 - EXTENDED DAY	0104602150	5877	PRESCHOOL TUITION	315.00
						CHECK TOTAL:	315.00
00397471	04/12/19	Cortex-Radard, Ivonne	MILEAGE - 3/4/19 - 3/29/19	0102013060	5210	MILEAGE REIMBURSEMENT	186.99
			MILEAGE - 2/4/19 - 2/28/19	0102013060	5210	MILEAGE REIMBURSEMENT	52.66
						CHECK TOTAL:	239.65
00397472	04/12/19	Dwight, Katie	3/15-3/17 - CUE CONFERENCE	0113017175	5220	TRAVEL & CONFERENCE	138.86
						CHECK TOTAL:	138.86
00397473	04/12/19	Grainger	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	102.87
						CHECK TOTAL:	102.87
00397474	04/12/19		MARCH 2019 - EXTENDED DAY	0104602150	5877	PRESCHOOL TUITION	315.00
						CHECK TOTAL:	315.00
00397475	04/12/19	Jenny Salberg	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	52.90
						CHECK TOTAL:	52.90
00397476	04/12/19	JIM PRENTICE	CONTRACT SERVICES	0102477408	5610	CONTRACT SERVICES	6,800.00

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
						CHECK TOTAL:	6,800.00
00397477	04/12/19	Monarch Center for Aut	MARCH 2019	0104632210	5100	SUBAGREEMENTS FOR SERVIC	8,833.20
			MARCH 2018	0104632210	5898	AB3632 ROOM & BOARD	15,652.83
						CHECK TOTAL:	24,486.03
00397478	04/12/19	MULTI-HEALTH SYSTEMS I	TESTS/SCORING	0104613150	4330	TESTS/SCORING	531.25
						CHECK TOTAL:	531.25
00397479	04/12/19	Nepri Inc.	ANNUAL SOFTWARE LICENSE FEE	0113015040	5805	ANNUAL SOFTWARE LICENSE	10,000.00
			CONSULTANTS-INSTRUCTIONAL	0113015040	5830	CONSULTANTS-INSTRUCTIONAL	2,000.00
						CHECK TOTAL:	12,000.00
00397480	04/12/19	Orange County Therapy	MARCH 2019	0104632900	5100	SUBAGREEMENTS FOR SERVIC	3,850.00
			MARCH 2019	0104632900	5100	SUBAGREEMENTS FOR SERVIC	19,530.00
			MARCH 2019	0104632900	5886	PHYSICAL THERAPY	2,790.00
						CHECK TOTAL:	26,170.00
00397481	04/12/19	Rothman, Jesse	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	108.15
						CHECK TOTAL:	108.15
00397482	04/12/19	Sandra Johnson	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	43.90
			MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	172.70
						CHECK TOTAL:	216.60
00397483	04/12/19	TLC Child & Family Ser	MARCH 2019	0104632210	5898	AB3632 ROOM & BOARD	9,762.00
			MARCH 2019	0104632210	5875	TUITION	2,503.02
						CHECK TOTAL:	12,265.02
00397484	04/12/19	Ureno, Anakaren	MILEAGE - 3/1/19 - 3/25/19	0110397140	5210	MILEAGE REIMBURSEMENT	32.07
						CHECK TOTAL:	32.07
00397485	04/12/19	VERTICAL TRANSPORT INC	OTHER MAINTENANCE SERVICES	0105477408	5692	OTHER MAINTENANCE SERVIC	1,485.00
			OTHER MAINTENANCE SERVICES	0107477408	5692	OTHER MAINTENANCE SERVIC	490.00
						CHECK TOTAL:	1,975.00
00397486	04/12/19		MARCH 2019 - EXTENDED DAY	0104602150	5877	PRESCHOOL TUITION	310.00
						CHECK TOTAL:	310.00

TOTAL FOR STOCK 76 Laguna Beach's check stock ID 94,370.24

Laguna Beach Unified School District

12.g. CONSENT/ACTION

April 23, 2019

**Approval: Ratification of Certificated Payroll 9A in the Amount of \$2,202,374.86
 Ratification of Classified Payroll 9B in the Amount of \$700,780.79
 Ratification of Certificated Payroll 9C in the Amount of \$1,177.63**

Proposal

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

1. Certificated Payroll 9A in the amount of \$2,202,374.86; and,
2. Classified Payroll 9B in the amount of \$700,780.79; and,
3. Certificated Payroll 9C in the amount of \$1,177.63 for the month of March 2019 totaling \$2,904,333.28.

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 9A in the amount of \$2,202,374.86; and,
2. Classified Payroll 9B in the amount of \$700,780.79; and,
3. Certificated Payroll 9C in the amount of \$1,177.63 for the month of March 2019 totaling \$2,904,33.28.

Laguna Beach Unified School District

12.h. CONSENT/ACTION

April 23, 2019

Approval: Contract with California Youth Services (CYS) to a Provide Juvenile Alcohol and Drug Education (JADE) in an Amount Not-to-Exceed \$5,000

Proposal

Staff proposes the Board of Education approve the Independent Contractor Agreement with California Youth Services to provide a Juvenile Alcohol and Drug Education (JADE) program.

Background

The district has contracted with CYS since 2009 to provide drug and alcohol education to students with a first-time offense of drugs and alcohol on campus or during a school function. Students who are given a five-day suspension for a drug or alcohol-related offense are encouraged to participate in a Readmission Meeting with district staff to review opportunities for support and education related to drugs and alcohol. The JADE Program is an intervention focused on educating students who have violated district drug or alcohol policies about how their decision to engage in negative behaviors affects not only their academic futures, but also their family connections, social lives, and job opportunities. The cost of the JADE Program is \$400 per student. CYS also offers a more intensive program called "Decisions" which costs \$700 per student.

Students who agree to participate in the JADE Program will attend two four-hour evening sessions, complete three hours of independent work, and attend an individual one-hour follow-up "exit interview" meeting with a CYS staff member. By participating in the JADE Program, students are given a reduction in their suspension from five days to three days. The following is an overview of our costs and participation since 2013.

CYS - JADE Program Expenses		
Year	# Students	Expense
2013-14	1	\$ 400
2014-15	6	\$ 2,400
2015-16	10	\$ 4,000
2016-17	3	\$ 1,200
2017-18	11	\$ 5,000
2018-19	4	\$1,600

Budget Impact

The budget impact is based on the number of students who participate in the program. We will contract for an amount not-to-exceed \$5,000.00.

Recommended Action

Staff recommends the Board of Education approve the Independent Contractor Agreement with California Youth Services to facilitate the Juvenile Alcohol and Drug Education (JADE) program for students with a first-time offense of drugs or alcohol on campus or during a school function.

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Laguna Beach Unified School District, hereinafter referred to as "DISTRICT," and California Youth Services, Address: 23282 Mill Creek Drive, Suite 100, Laguna Hills, CA 92653 Phone: (949)303-9016, hereinafter referred to as "CONTRACTOR."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be Provided by Contractor:

The Contractor will provide services to the DISTRICT to facilitate Juvenile Alcohol & Drug Education ("JADE"), a California Youth Services Program for students with a first-time offense of drugs and alcohol on campus or during a school function, as scheduled by the District.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **July 1, 2019** and will diligently perform as required and complete performance by **June 30, 2020**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Dollars (\$5000.00) **Five thousand dollars**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions: (a) An hourly rate of \$150.00 for Crisis Counseling billed monthly; or (b) A flat fee of \$400.00 per student referred to JADE; or (c) a flat fee of \$700.00 per student referred to DECISIONS. . Payment shall be made upon approval by the DISTRICT and receipt of an invoice from CONTRACTOR at the end of each month. The Contractor's invoice shall be sent to: **Laguna Beach USD, Attn: Donna Todd, 550 Blumont St., Laguna Beach, CA 92651**

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

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

6. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT.

7. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

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

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

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

from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

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

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

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

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

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

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

15. Employment With Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than

vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

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

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

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

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

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

**CONTRACTOR
California Youth Services
23282 Mill Creek Dr., Suite 100
Laguna Hills, CA 92653**

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

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

THIS AGREEMENT IS ENTERED INTO THIS ____ DAY OF _____, 2019 .

LAGUNA BEACH UNIFIED SCHOOL DISTRICT CONTRACTOR

By: _____
Signature

Jason Vilorio, Ed. D.
Title: Superintendent of Schools

By: _____
Signature

Margie Diaz, LCSW
Title: Executive Director

Laguna Beach Unified School District

12.i. CONSENT/ACTION

April 23, 2019

Approval: Agreement with Sonday System by Winsor Learning to Provide Training and Materials for Summer School in an Amount Not-to-Exceed \$14,935

Proposal

Staff proposes the Board of Education approve an Agreement with Sonday System by Winsor Learning to provide training and materials to our teachers for use in the special education and general education summer school classes to support students with reading challenges, particularly those with dyslexia-like characteristics.

Background

Assembly Bill 1369 requires that California School Districts look for the possibility of dyslexia when assessing public school students for special education eligibility. The California Dyslexia Guidelines give school districts consistent and up-to-date information on how to assist them in identifying, assessing, planning, providing, evaluating, and improving educational services for students with dyslexia. To support our students in this effort, the elementary summer school program will pilot the Sonday System, a reading intervention program for struggling students.

The attached proposal includes training for teachers in Multisensory Teaching Methodology and a detailed look at the implementation of Sonday System #1 Reading Intervention Program. The proposal also includes eight intervention sets of instructional materials.

Budget Impact

The budget impact for this proposal is \$14,935. This proposed amount includes \$5,500.00 for two days of teacher training and eight Sonday System Intervention Sets at a total cost of \$9,435.

Recommended Action

Staff recommends the Board of Education approve a contract with Sonday System by Winsor Learning to provide training and materials to teachers for use in the special education and general education summer school classes to support students with reading challenges, especially those with dyslexia-like characteristics.



Proposal For: (Good until June 30, 2019)

Submit Purchase Orders to:

District/School:	Laguna Beach Unified School District, CA	Winsor Learning, Inc.
Contact:	Alysia Odipo, Assistant Superintendent Instructional Services	3001 Metro Dr, Suite 480
Phone:	949-497-7700 x5231	Bloomington MN 55425
Date Submitted:	16-Apr-19	Tel: 800.321.7585
Submitted By:	Amanda Burnette	Fax: 651.222.3969

Item #	Item Description	Qty.	Price	Total
210-1500	Sonday System 1 Intervention Set	4	\$ 995.00	\$ 3,980.00
310-1500	Sonday System 2 Intervention Set	4	\$ 995.00	\$ 3,980.00
	Materials Sub Total			\$ 7,960.00
	Shipping and Handling	10%		\$ 796.00
	Subtotal			\$ 8,756.00
	State Sales Tax if Applicable	7.75%		\$ 678.59
	Materials Total			\$ 9,434.59
Professional Services	Training Description			
Sonday System 1: Installation Training	Sonday System 1 Reading Intervention This training will be an introduction to Multisensory Teaching Methodology and a detailed look at the implementation of Sonday System®1 Reading Intervention Program. This training offers hands-on use of the materials and practical strategies to use with struggling students. Focus is on Sonday System® 1 Instructional Materials, Phonemic Awareness, Phonics, Fluency, Vocabulary, and Comprehension instruction.			
Sonday System 2: Installation Training	Sonday System 2 Reading Intervention This training will build on the Multisensory Teaching Methodology introduced in Sonday System 1. This training offers hands-on use of the materials and practical strategies to use with struggling students. Focus is on Syllable Types, Syllable Division, Prefixes, Suffixes With Governing Rules, Roots, Contractions, Non-Phonetic Words, Vocabulary and Comprehension.			
Professional Services		# Days	Fee	Total
	Professional Services Total	2	\$ 2,750.00	\$ 5,500.00
	Materials and Services Total			\$ 14,934.59

Acknowledgement and Agreement: I have read and agree to this Proposal and the attached terms and conditions. I understand that training dates are secured ONLY with the return of this signed proposal.

Signature

Print Name, Title and District/School

Terms and Conditions

The following terms and conditions apply to materials and professional services provided by Winsor Learning, Inc. ("Winsor") to your school/district (your "School"):

1. The details and scope of Winsor's services and materials provided will be as specified in the attached Proposal.
2. Each participant in any Sondag System® training must have their own Sondag System® kit to use for the training.
3. Maximum number of participants for a training day is thirty (30).
4. Payment is due within thirty (30) days of receipt of invoice.
5. Payment in full must be made for any training day cancelled less than thirty (30) days prior to the scheduled date.
6. Fees paid to Winsor Learning, Inc. include all related training preparation, travel costs, administrative costs and insurance.
7. This Agreement, along with the Proposal attached hereto, constitutes the entire agreement of the parties, superseding any prior oral or written agreements regarding this matter.

Laguna Beach Unified School District

13. INFORMATION

April 23, 2019

Clarification and Review of the Policy and Practices for Weighting Grades at LBHS From a Community Member

The community member has provided the following information for Board consideration:

At the February 9, 2016 Board of Education Meeting, the Board voted to change the policy for weighting grades at Laguna Beach High School based on the recommendation of an Academic Task Force. The vote was 3-2, passing. Board Members Vickers, Normandin, and Brown voted Yes. Board Members Landsiedal and Perry voted No. The majority Board vote was to align to the University of California Grade Weight Policy, eliminating all grade weighting for honors classes, except for Advanced Placement Courses, Advanced Chemical Research and Honors Spanish V. It was stated that additional grade weighted courses may be added at a later date.

In the 2018-19 school year, there are no grade weight course designation documents related to the class of 2019, 2020 and 2021 available on the Laguna Beach High School Website or in the Counseling office. In addition, there are conflicting reports regarding the grade weight policy for several courses, such as Honors Chemistry. There may be additional courses that are eligible for grade weight that students are not aware of at this time. Given spring registration and master scheduling approaching at LBHS, this information is highly relevant.

Background

A request from a community member has been made to provide clarification of the policy and practices for weighting grades at the LBHS, including current information on all academic weighting differences between the classes - 2019, 2020, 2021 & 2022. This includes a justification of Honors Chemistry not being taught with honors curriculum.

Budget Impact

There is no budget impact for this report.

Recommended Action

Staff recommends the Board of Education provide staff direction regarding this agenda item.

Laguna Beach Unified School District

14. INFORMATION

April 23, 2019

Third Quarter Report of Uniform Complaints for the Williams Case Settlement

Proposal

Staff will present the Third Quarter summary report on the nature and resolution of all complaints, as required by the Williams Litigation Settlement. The report will also be submitted to the County Superintendent of Schools.

Background

As a result of the State of California's settlement of the Williams class action lawsuit, Education Code Section 35186 requires school districts to: 1) provide an opportunity to file formal complaints under the district's Uniform Complaint Procedures; and, 2) report the number of complaints filed and the area to the Board of Education and the public four times per year.

The Third Quarter Report recaps the number of Uniform Complaints received by the District in the three areas governed by the Williams Case Settlement for the period of January – March 2019. The three targeted areas are:

1. According to Education Code Section 60119, "Sufficient textbooks or instructional materials" means that each pupil, including English learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home in each of the core subject areas: Mathematics, Science, History Social-Science and English/language arts, including the English language development component of an adopted program. This paragraph does not require two sets of textbooks or instructional materials for each pupil.

The materials may be in a digital format as long as each pupil, at a minimum, has and can access the same materials in the class and to take home, as all other pupils in the same class or course in the district and has the ability to use and access them at home.

2. There should be no teacher vacancies or misassignments.
3. School facilities must be clean, safe, and maintained in good repair.

The District's report is as follows:

Report Period:	Quarter #3 - January 1 – March 31, 2019
Number of Complaints Received:	One
Nature of Complaints:	Honors Chemistry Instructional Materials
Resolution of Complaints:	Investigation in process
Report to Board of Education:	April 23, 2019

Budget Impact

There is no budget impact to this item.

Recommended Action

Staff recommends the Board of Education receive the Third Quarter Report of Uniform Complaints as mandated by the Williams Case Settlements.

Laguna Beach Unified School District

15. INFORMATION

April 23, 2019

Monthly Financial Update - February 2019

Proposal

Staff will present the Monthly Financial Update for February 2019 to the Board of Education.

Background

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

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

Budget Impact

There is no budget impact for this report.

Recommended Action

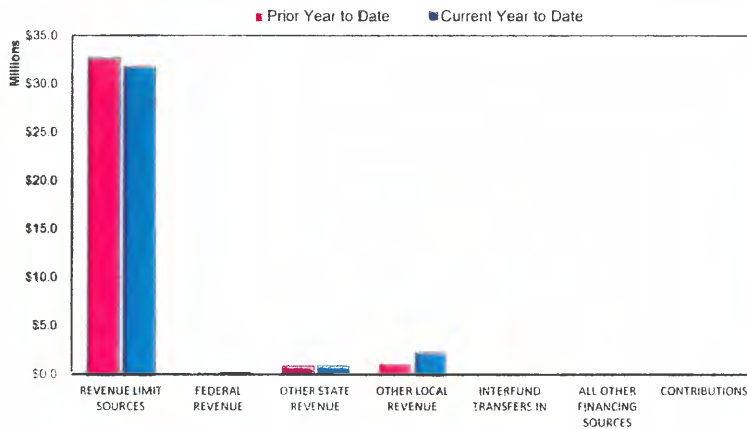
No action is required. The Monthly Financial Update report for February 2019 is prepared and presented for information purposes only.

General Fund | Financial Summary

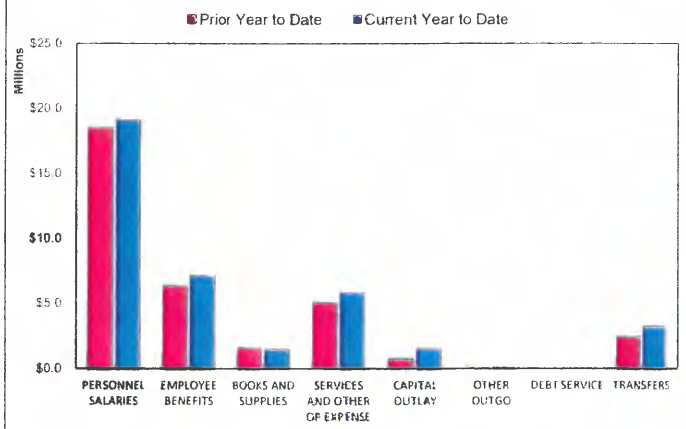
For the Period Ending February 28, 2019

	Prior YTD	Prior Year Total	% of PY Actual to Total	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Revenue Limit Sources	\$32,625,618	\$52,447,441	62.21%	\$31,699,526	\$54,882,169	57.76%
Federal Revenue	130,504	911,404	14.32%	154,647	912,906	16.94%
Other State Revenue	759,664	3,704,188	20.51%	743,788	4,027,112	18.47%
Other Local Revenue	1,078,930	3,382,074	31.90%	2,172,507	3,266,479	66.51%
Interfund Transfers In	0	0		0	0	
All Other Financing Sources	0	0		0	0	
Contributions	0	0		0	0	
TOTAL REVENUE	\$34,594,716	\$60,445,107	57.23%	\$34,770,468	\$63,088,666	55.11%
EXPENDITURES						
Personnel Salaries	\$18,461,605	\$31,086,816	59.39%	\$19,062,573	\$32,066,876	59.45%
Employee benefits	6,302,605	12,390,818	50.87%	7,061,743	14,541,690	48.56%
Books and Supplies	1,581,324	2,078,732	76.07%	1,398,062	3,297,813	42.39%
Services and Other Op Expense	5,047,185	8,588,050	58.77%	5,787,667	10,193,448	56.78%
Capital Outlay	698,543	1,836,161	38.04%	1,472,657	1,733,518	84.95%
Other Outgo	169,527	328,400	51.62%	174,733	397,210	43.99%
Debt Service	0	0		0	0	
Transfers	2,390,000	2,390,000	100.00%	3,165,000	3,250,000	97.38%
TOTAL EXPENDITURES	\$34,650,789	\$58,698,976	59.03%	\$38,122,435	\$65,480,555	58.22%
SURPLUS / (DEFICIT)	(\$56,073)	\$1,746,131		(\$3,351,967)	(\$2,391,889)	
SPECIAL PROGRAM EXPENDITURES						
Special Education	\$4,670,991	\$8,540,743	54.69%	\$5,117,737	\$9,270,662	55.20%
Technology	1,708,186	2,392,360	71.40%	2,015,079	2,900,614	69.47%
4CLE	693,423	859,517	80.68%	817,549	1,030,109	79.37%
Ongoing & Major Maintenance Account	1,530,145	2,921,708	52.37%	1,910,451	2,773,693	68.88%
FRFP (Fund 4040)	0	156,641	0.00%	908,732	969,227	93.76%
CIP (Fund 4042)	1,436,085	1,575,379	91.16%	2,193,477	2,304,163	95.20%

Revenues by Source | Prior YTD vs. Current YTD



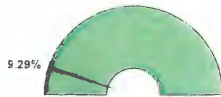
Expenditures by Object | Prior YTD vs. Current YTD



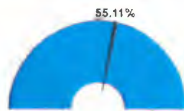
General Fund | Revenue Dashboard Summary

For the Period Ending February 28, 2019

Projected Year End Fund Balance
as % of Budgeted Revenues



Actual YTD Revenues



Projected YTD Revenues
53.54%

Actual YTD LCFF Sources



Projected YTD LCFF Sources
57.26%

Actual YTD Other State Sources



Projected YTD Other State Sources
17.90%

Revenue Analysis

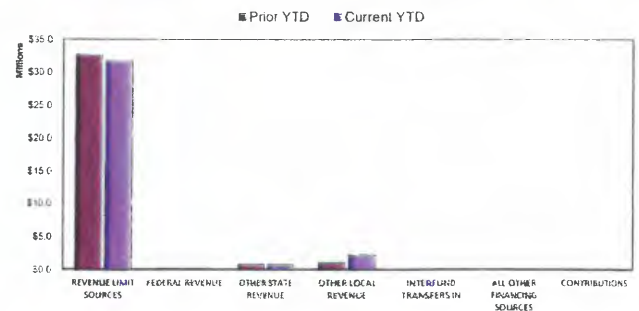
Top 10 Sources of Revenue (Year-to-Date)

Secured Tax Rolls	\$28,981,576
Unsecured Roll Taxes	\$1,327,367
All Other Local Revenue	\$1,070,842
All Other Transfers In Fr-Sd	\$671,001
Prior Years' Taxes	\$560,990
Prin Apport State Aid-Cur Year	\$399,093
Mandated Cost Reimbursements	\$372,618
Fees Transportation Fr Indiv	\$303,682
Education Protection	\$289,364
All Other State Revenue	\$217,745

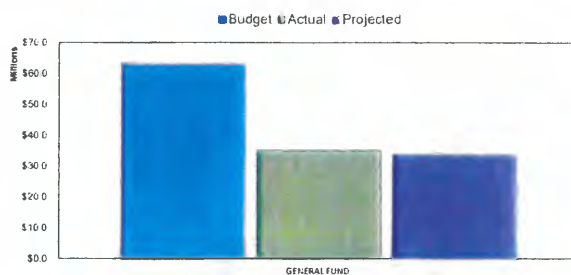
Percent of Total Revenues Year-to-Date

98%

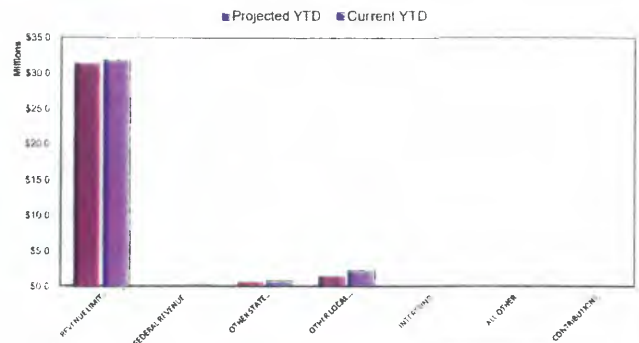
Revenues by Source | Prior YTD vs. Current YTD



Revenues by Fund | Budget / Actual YTD / Projected YTD



Revenues by Source | Projected YTD vs. Current YTD



General Fund | Expenditure Dashboard Summary

For the Period Ending February 28, 2019

Projected Year End Fund Balances
as % of Budgeted Expenditures



Actual YTD Expenditures



Projected YTD Expenditures
53.15%

Actual YTD Salaries/Benefits



Projected YTD Salaries/Benefits
53.86%

Actual YTD All Other Objects



Projected YTD All Other Objects
51.38%

Expenditure Analysis

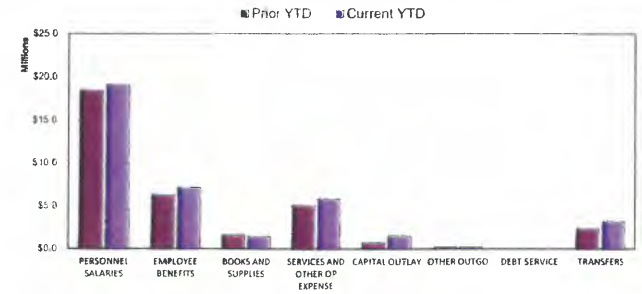
Top 10 Expenditures by Object (Year-to-Date)

Regular Teacher	\$10,302,629
Trf's Out To Special Res	\$3,000,000
Health & Welfare, Certificated	\$2,301,236
Sts, Certificated	\$2,268,031
General Administration-Classfd	\$1,188,934
Subagreements For Services	\$1,188,048
Health & Welfare, Classified	\$1,162,695
Equipment - New	\$1,036,868
Instructional Aide-Special Ed	\$685,270
Pers, Classified	\$657,878

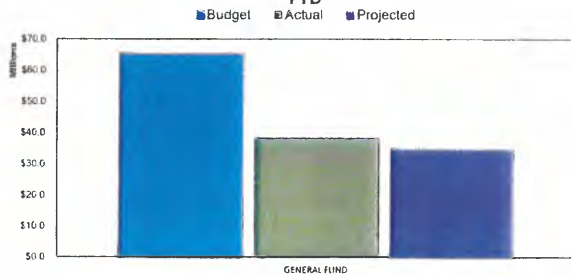
Percent of Total Expenditures Year-to-Date

62%

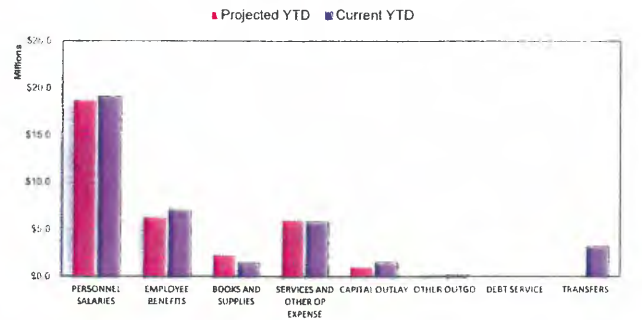
Expenditures by Object | Prior YTD vs. Current YTD



Expenditures by Fund | Budget / Actual YTD / Projected YTD



Expenditures by Object | Projected YTD vs. Current YTD



Month Ending Cash Balance

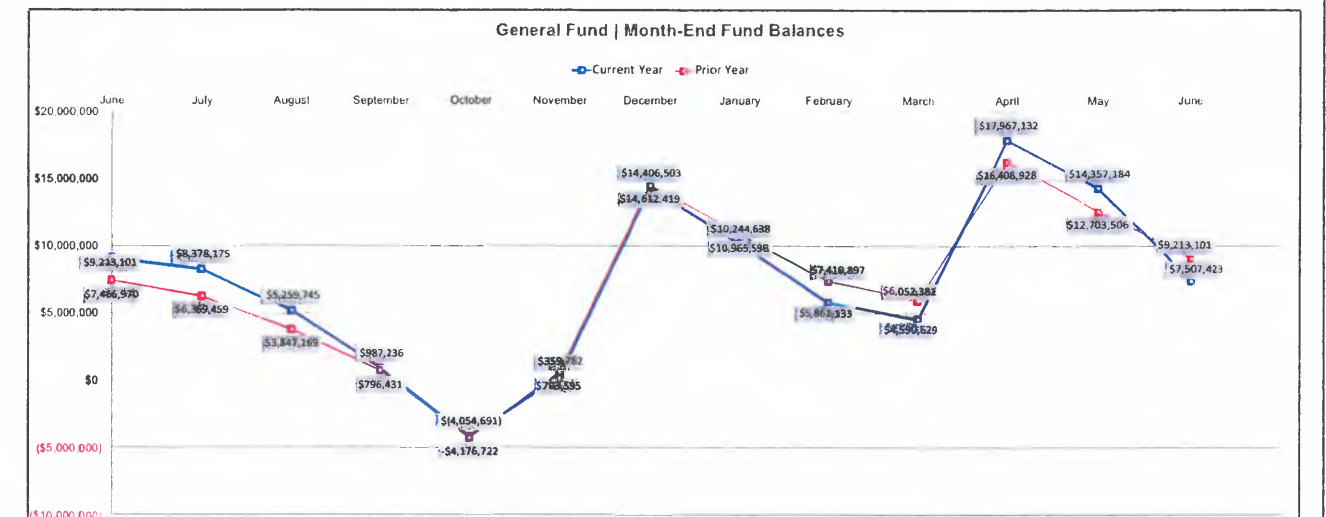
As of February 28, 2019

	Revenue	Expenditures	Assets/Liability Changes	Monthly Cash Flow Change	Month Ending Cash Balance
7/1/2018					\$10,437,940.66
JULY	\$1,117,602.99	(\$1,952,529.13)	(\$1,725,732.84)	(\$2,560,658.98)	7,877,281.68
AUGUST	167,935.64	(3,286,365.52)	(509,742.70)	(3,628,172.58)	4,249,109.10
SEPTEMBER *	1,223,879.05	(5,496,388.09)	5,765,991.14	1,493,482.10	5,742,591.20
OCTOBER	599,187.32	(5,641,113.97)	692,289.24	(4,349,637.41)	1,392,953.79
NOVEMBER	9,313,582.87	(4,899,110.34)	(431,056.23)	3,983,416.30	5,376,370.09
DECEMBER *	18,642,752.23	(4,596,030.65)	(6,214,621.28)	7,832,100.30	13,208,470.39
JANUARY	3,591,176.43	(7,753,041.79)	1,145,769.51	(3,016,095.85)	10,192,374.54
FEBRUARY	114,351.42	(4,497,855.94)	(468,124.29)	(4,851,628.81)	5,340,745.73
MARCH					
APRIL					
MAY					
JUNE					
YTD	\$34,770,467.95	(\$38,122,435.43)	(\$1,745,227.45)	(\$5,097,194.93)	

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

	18-19	
	Month Ending Cash Balance	Projected Ending Fund Balance
FUND 01	\$5,340,745.73	\$7,507,423.00
FUND 11	91,354.67	90,000.00
FUND 13	11,873.63	47,447.00
FUND 17	17,221,679.39	17,297,615.00
FUND 25	100,224.78	107,890.00
FUND 4040	1,522,236.60	1,307,812.00
FUND 4041	5,220,760.94	5,245,566.00
FUND 4042	2,401,578.39	2,220,685.00
	\$31,910,454.13	\$33,824,438.00

TRANSFER TO		Interfund Transfers
Cafeteria Fund (FD 13)	\$165,000.00	TRANSFER FROM
Special Reserve Other Than C/O (FD 17)	500,000.00	General Fund (FD 01)
Special Reserve for C/O - FRRP(FD 4040)	1,000,000.00	
Special Reserve for C/O-CIP (FD 4042)	1,500,000.00	
	\$3,165,000.00	



FUND DESCRIPTIONS

- FUND 01** **The General Fund** is the chief operating fund for Laguna Beach USD. It is used to account for the ordinary operations of the district. All transactions except those required or permitted by law to be in another fund are accounted for in this fund. Restricted projects or activities within the general fund must be identified and reported separately from unrestricted projects or activities.
- FUND 11** **The Adult Education Fund** is a separate fund used to account for state appropriations and to finance specific programs for the education of adults. Funds can be expended on salaries, benefits, supplies, books, services, and equipment related to adult education programs (Education Code Section 52616.4).
- FUND 13** **The Cafeteria Fund (Food Service)** is used to account separately for federal, state, and local resources to operate the food service program (Education Code sections 38090-38093). The purpose of the food service program is to provide nutritious meals to the students. The District participates in the National School Lunch Program and the School Breakfast Program. The District serves approximately 500-550 lunches and 200-230 breakfasts to the students from kindergarten through twelfth grade on a daily basis.
- FUND 17** **The Special Reserve Fund for Other Than Capital Outlay Projects** is used primarily to provide for the accumulation of moneys for general operating purposes other than for capital outlay (Education Code Section 42840). On May 11, 2004 the Board of Education approved the target of reserving two-thirds of the basic aid differential (the difference between Revenue Limit funding and Basic Aid funding) to be achieved by June 30, 2009. Funds reserved for the Basic Aid differential are deposited into this fund.
- FUND 25** **The Capital Facilities Fund (Developer Fees)** exists to account for monies received as mitigation fees levied on developers, property owners or other agencies as a condition of approving new development or additions to existing real property. The authority for these levies may be local government ordinances (GC 65970-65981) or private agreements between a school district and the developer. Expenditures from this fund are to be used for the purpose of funding the construction or reconstruction of school facilities (Education Code sections 17620-17625).
- FUND 40** **The Special Reserve Fund for Capital Outlay Projects** exists to account for the accumulation of moneys for capital outlay purposes (Education Code Section 42840). This fund is separated into three sub-funds in accordance to with resolutions #01-02, #14-02 and #14-03.

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

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

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

LAGUNA BEACH USD
GL 220 Balance Sheet
Subfund: 0101 GENERAL FUND
YTD For Month Ending: 02/28/2019

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	5,340,745.73	
REVOLVING CASH ACCOUNT	9130	50,000.00	
ACCOUNTS RECEIVABLE MANUAL	9205	4,762.20	
DUE FROM GRANTOR GOVERNMENTS	9290	553,606.00	
MID MONTH PAYROLL	9360	148,726.97	
Total Assets:			6,097,840.90
LIABILITIES			
ACCOUNTS PAYABLE MANUAL	9510	143,502.00	
DUE TO STATE (OCDE)	9513	160.00	
ACCTS PAY AUTOMATIC	9519	84,163.53	
CA USE TAX LIABILITY	9552	8,881.93	
Total Liabilities:			236,707.46
FUND BALANCE			
BEGINNING FUND BALANCE	9791	9,213,100.92	
Total Beginning Fund Balance:		9,213,100.92	
Excess Revenue Over Expenditures:		-3,351,967.48	
Total Fund Balance:			5,861,133.44
Total Liabilities & Fund Balance:			6,097,840.90
Difference (Error):			0.00

LAGUNA BEACH USD
GL275 Income Statement
Subfund: 0101 GENERAL FUND
YTD For Month Ending: 02/28/2019

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	688,456.51	
Property Tax	(8020-8079)	31,011,069.52	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	154,646.84	
Other State Revenue	(8300-8599)	743,788.04	
Other Local Revenue	(8600-8799)	2,172,507.04	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			34,770,467.95
EXPENDITURES			
Certificated Salaries	(1000-1999)	14,153,649.59	
Classified Salaries	(2000-2999)	4,908,923.11	
Employee Benefits	(3000-3999)	7,061,743.22	
Supplies and Services	(4000-5999)	7,185,729.18	
Capital Outlays	(6000-6999)	1,472,657.10	
Other Outgo	(7000-7399)	174,733.23	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	3,165,000.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			38,122,435.43
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			-3,351,967.48
BEGINNING FUND BALANCE (9791)		9,213,100.92	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			9,213,100.92
ENDING FUND BALANCE			5,861,133.44

LAGUNA BEACH USD

GL 220 Balance Sheet

Subfund: 1111 ADULT EDUCATION

YTD For Month Ending: 02/28/2019

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	91,354.67	
Total Assets:			91,354.67
LIABILITIES			
CA USE TAX LIABILITY	9552	-1.39	
Total Liabilities:		-1.39	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	92,075.24	
Total Beginning Fund Balance:		92,075.24	
Excess Revenue Over Expenditures:		-719.18	
Total Fund Balance:		91,356.06	
Total Liabilities & Fund Balance:			91,354.67
Difference (Error):			0.00

LAGUNA BEACH USD
GL275 Income Statement
Subfund: 1111 ADULT EDUCATION
YTD For Month Ending: 02/28/2019

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	47,845.50	
Other Local Revenue	(8600-8799)	670.72	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			48,516.22
EXPENDITURES			
Certificated Salaries	(1000-1999)	13,656.57	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	2,588.46	
Supplies and Services	(4000-5999)	32,990.37	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			49,235.40
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			-719.18
BEGINNING FUND BALANCE (9791)		92,075.24	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			92,075.24
ENDING FUND BALANCE			91,356.06

LAGUNA BEACH USD
GL 220 Balance Sheet
Subfund: 1313 CAFETERIA
YTD For Month Ending: 02/28/2019

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	11,873.63	
REVOLVING CASH ACCOUNT	9130	1,295.00	
STORES-CAFETERIA FUND ONLY	9321	12,232.00	
Total Assets:			25,400.63
LIABILITIES			
Total Liabilities:		0.00	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	18,212.00	
Total Beginning Fund Balance:		18,212.00	
Excess Revenue Over Expenditures:		7,188.63	
Total Fund Balance:		25,400.63	
Total Liabilities & Fund Balance:			25,400.63
Difference (Error):			0.00

LAGUNA BEACH USD
GL275 Income Statement
Subfund: 1313 CAFETERIA
YTD For Month Ending: 02/28/2019

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	50,234.10	
Other State Revenue	(8300-8599)	3,082.90	
Other Local Revenue	(8600-8799)	262,668.51	
Interfund Transfers In	(8910-8929)	165,000.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			480,985.51
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	252,149.78	
Employee Benefits	(3000-3999)	58,869.17	
Supplies and Services	(4000-5999)	162,777.93	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			473,796.88
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			7,188.63
BEGINNING FUND BALANCE (9791)		18,212.00	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			18,212.00
ENDING FUND BALANCE			25,400.63

LAGUNA BEACH USD

GL 220 Balance Sheet

Subfund: 1717 Special Reserve Other Than C/O

YTD For Month Ending: 02/28/2019

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	17,221,679.39	
Total Assets:			17,221,679.39
FUND BALANCE			
BEGINNING FUND BALANCE	9791	16,567,614.68	
Total Beginning Fund Balance:		16,567,614.68	
Excess Revenue Over Expenditures:		654,064.71	
Total Fund Balance:		17,221,679.39	
Total Liabilities & Fund Balance:			17,221,679.39
Difference (Error):			0.00

LAGUNA BEACH USD

GL275 Income Statement

Subfund: 1717 Special Reserve Other Than C/O

YTD For Month Ending: 02/28/2019

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	154,064.71	
Interfund Transfers In	(8910-8929)	500,000.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			654,064.71
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	0.00	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			0.00
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			654,064.71
BEGINNING FUND BALANCE (9791)		16,567,614.68	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			16,567,614.68
ENDING FUND BALANCE			17,221,679.39

LAGUNA BEACH USD
GL 220 Balance Sheet
Subfund: 2525 CAPITAL FACILITIES

YTD For Month Ending: 02/28/2019

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	100,224.78	
Total Assets:			100,224.78
LIABILITIES			
Total Liabilities:		0.00	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	51,668.25	
Total Beginning Fund Balance:		51,668.25	
Excess Revenue Over Expenditures:		48,556.53	
Total Fund Balance:		100,224.78	
Total Liabilities & Fund Balance:			100,224.78
Difference (Error):			0.00

LAGUNA BEACH USD
GL275 Income Statement
Subfund: 2525 CAPITAL FACILITIES
YTD For Month Ending: 02/28/2019

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	73,229.53	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			73,229.53
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	5,168.00	
Capital Outlays	(6000-6999)	19,505.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			24,673.00
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			48,556.53
BEGINNING FUND BALANCE (9791)		51,668.25	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			51,668.25
ENDING FUND BALANCE			100,224.78

LAGUNA BEACH USD

GL 220 Balance Sheet

Subfund: 4040 SPECIAL RESERVE FAC REPAIR/RPL

YTD For Month Ending: 02/28/2019

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	1,522,236.60	
Total Assets:			1,522,236.60
LIABILITIES			
ACCOUNTS PAYABLE MANUAL	9510	156,641.42	
Total Liabilities:			156,641.42
FUND BALANCE			
BEGINNING FUND BALANCE	9791	1,261,039.10	
Total Beginning Fund Balance:		1,261,039.10	
Excess Revenue Over Expenditures:		104,556.08	
Total Fund Balance:			1,365,595.18
Total Liabilities & Fund Balance:			1,522,236.60
Difference (Error):			0.00

LAGUNA BEACH USD

GL275 Income Statement

Subfund: 4040 SPECIAL RESERVE FAC REPAIR/RPL

YTD For Month Ending: 02/28/2019

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	13,288.19	
Interfund Transfers In	(8910-8929)	1,000,000.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			1,013,288.19
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	1,100.00	
Capital Outlays	(6000-6999)	907,632.11	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			908,732.11
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			104,556.08
BEGINNING FUND BALANCE (9791)		1,261,039.10	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			1,261,039.10
ENDING FUND BALANCE			1,365,595.18

LAGUNA BEACH USD

GL 220 Balance Sheet

Subfund: 4041 SPECIAL RESERVE ALISO PROPERTY

YTD For Month Ending: 02/28/2019

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	5,220,760.94	
Total Assets:			5,220,760.94
FUND BALANCE			
BEGINNING FUND BALANCE	9791	5,164,736.19	
Total Beginning Fund Balance:		5,164,736.19	
Excess Revenue Over Expenditures:		56,024.75	
Total Fund Balance:		5,220,760.94	
Total Liabilities & Fund Balance:			5,220,760.94
Difference (Error):			0.00

LAGUNA BEACH USD

GL275 Income Statement

Subfund: 4041 SPECIAL RESERVE ALISO PROPERTY

YTD For Month Ending: 02/28/2019

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	56,024.75	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			56,024.75
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	0.00	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			0.00
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			56,024.75
BEGINNING FUND BALANCE (9791)		5,164,736.19	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			5,164,736.19
ENDING FUND BALANCE			5,220,760.94

LAGUNA BEACH USD

GL 220 Balance Sheet

Subfund: 4042 SPECIAL RESERVE CAP IMP PLAN

YTD For Month Ending: 02/28/2019

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	2,401,578.39	
Total Assets:			2,401,578.39
LIABILITIES			
ACCTS PAY AUTOMATIC	9519	79,295.83	
Total Liabilities:			79,295.83
FUND BALANCE			
BEGINNING FUND BALANCE	9791	2,989,847.83	
Total Beginning Fund Balance:		2,989,847.83	
Excess Revenue Over Expenditures:		-667,565.27	
Total Fund Balance:			2,322,282.56
Total Liabilities & Fund Balance:			2,401,578.39
Difference (Error):			0.00

LAGUNA BEACH USD
GL275 Income Statement
Subfund: 4042 SPECIAL RESERVE CAP IMP PLAN
YTD For Month Ending: 02/28/2019

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	25,912.01	
Interfund Transfers In	(8910-8929)	1,500,000.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			1,525,912.01
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	214.50	
Capital Outlays	(6000-6999)	2,193,262.78	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			2,193,477.28
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			-667,565.27
BEGINNING FUND BALANCE (9791)		2,989,847.83	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			2,989,847.83
ENDING FUND BALANCE			2,322,282.56

16. ACTION

April 23, 2019

Student Board Member Selection Process

Proposal

Staff proposes the Board of Education approve the recommended Student Board Member Selection Process.

Background

Student Board Members Katilin Gunsolley and Piper Warner worked with staff to develop the following recommended process:

Step 1	Site Administrator presents the opportunity to apply for the position of student Board Member to all 11th grade students during their History classes in April preceding the year they will serve.
Step 2	Interested students complete an application, provides two letters of recommendation from staff, and completes a personal statement. The completed application, including letters and personal statement, are submitted to the principal.
Step 3	Once the application deadline has closed, all students who apply are invited to a first round interview. Interviewers on the first round panel include current Student Board Representative(s), members of the ASB Cabinet, and site teachers and/or administrators. Students should be of equal number to adults on the interview panel. Panel selects finalists for final interviews.
Step 4	Finalists are interviewed with Superintendent, Principal, Executive Assistant to the Superintendent, and a student representative (current student Board rep preferred)

Fiscal Impact

There is no fiscal impact.

Recommended Action

Staff recommends the Board of Education approve the recommended Student Board Member selection process.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

STUDENT BOARD MEMBERS

BB 9150

Board Bylaws

In order to enhance communication and collaboration between the Governing Board and the student body and to teach students the importance of civic involvement, the Board supports the participation of high school students in district governance.

The Governing Board believes that engaging the student body and seeking its input and feedback regarding the district's educational programs and activities are vital to achieving the district's mission of educating district students.

To enhance communication between the Board and the student body and to encourage student involvement in district affairs, the Board shall include at least one student Board member selected in accordance with procedures approved by the Board.

The term of a student Board member shall be one year, commencing on July 1 of each year. A student Board member shall have the right to attend all Board meetings except closed (executive) sessions.

Role and Responsibilities of Student Board Members

Student Board member(s) shall have the right to attend all Board meetings except closed (executive) sessions.

A student Board member shall be seated with other members of the Board. In addition, a student Board member shall be recognized at Board meetings as a full member, shall receive all materials presented to other Board members except those related to closed sessions, and may participate in questioning witnesses and discussing issues.

A student Board member may cast preferential votes on all matters except those subject to closed session discussion. Preferential votes shall be cast prior to the official Board vote and shall not affect the final numerical outcome of a vote. Preferential votes shall be recorded in the Board minutes.

A student Board member shall not be liable for any acts of the Board.

Student Board Member Development

As necessary, the Superintendent or designee shall, at district expense, provide learning opportunities to student Board members, through trainings, workshops, and conferences, to enhance their knowledge, understanding, and performance of their Board responsibilities.

The Superintendent or designee may periodically provide an orientation for student Board member candidates to give them an understanding of the responsibilities and expectations of Board service.

Elimination of Position

Once established, the student Board member position shall continue to exist until the Board, by majority vote of all voting Board members, approves a motion to eliminate the position. Such a motion shall be listed as a public agenda item for a Board meeting prior to the motion being voted upon.

Legal Reference:

EDUCATION CODE

33000.5 Appointment of student members to State Board of Education

35012 Board members; number, election and terms; pupil members

35160 Authority of governing boards

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

Date Bylaw Adopted: May 28, 2013

Revised: September 25, 2018

17. ACTION

April 23, 2019

Approve: **Change the Date of the Previously Scheduled September 10, 2019
Board of Education Meeting**

Proposal

Staff proposes the Board of Education discuss and approve modifying the 2019 schedule of Board meeting dates that were approved on December 11, 2018, to accommodate Board member schedules.

Background

After approval of the 2019 Board meeting dates, it was determined that two Board members have a conflict with the September 10, 2019 Board meeting date and cannot be in attendance. Staff reviewed dates with individual Board members and was not successful in coordinating a new date to propose for approval.

Fiscal Impact

There is no fiscal impact.

Recommended Action

Staff recommends the Board of Education discuss options for the September meeting dates and approve revision through Board action to cancel the meeting, determine a new date, or move forward with the date approved on December 11, 2018.

Laguna Beach Unified School District

18. ACTION

April 23, 2019

Approval: Contract Services Agreement with The Aspen Group for a One-Day Governance Training Session for the Board of Education in an Amount Not-to-Exceed \$5,000, with an Option to Extend the Second Day of Training for an Additional \$5,000

Proposal

Staff proposes the Board of Education approve the contract services agreement with The Aspen Group for a one-day Governance training session in an amount not-to-exceed \$5,000.

Background

On November 4, 2016, the School Board established agreed-upon governance protocols. This discussion took place over two workshops facilitated by Peter Fagan of the law firm Fagan, Friedman, and Fulfroft. One of the agreed-upon protocols was to annually review protocols and evaluate the Boards adherence to the protocols.

On March 8, 2018, the Board of Education held a special meeting to review and discuss protocols. At that time, the Board identified changes to the following protocols:

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

On April 17, 2018, the information item was agendized to provide an update and discussion on Board Governance Protocols. The Board discussed announcements, requests, and Board reports and reached consensus. In addition, the Board discussed the role of the associations at Board meetings and reached consensus. The Board requested that *unity* be one of the topics discussed at the next protocols are reviewed.

On August 30, 2018, the Board discussed protocols and the topic of *unity* was addressed.

On January 22, 2019, the Board received a presentation on the overview of the Brown Act and deferred discussion on protocols. On February 12, 2019 Board Member Wolff requested the Board consider utilizing the services of a governance professional to conduct the next Board Governance session. On March 26, 2019, the Board provided staff with direction to bring a contract forward from The Aspen Group for review and approval.

Budget Impact

The cost is \$5,000 with an option for a second day and an additional \$5,000

Recommended Action

Staff recommends the Board of Education approve the contract for services with The Aspen Group.

AGREEMENT

This agreement is entered into on this **11th day of April, 2019** between **AGI Aspen Group International LLC (Aspen)** of Lafayette, CO, and **Laguna Beach, CA Unified School District Board of Education**, the **Client**.

1.0 Aspen Obligations. Aspen agrees to provide the following services:

- 1.1 Conduct a one-day governance training session for **Client** to focus on the Board's governance role, the role distinction between the Board and its Superintendent, means for exercising the Board's responsibilities, the Board's proper role in assuring organizational accountability, the Board's established member behavior protocols and an overview of the Coherent Governance® model.
- 1.2 Date(s) of service: May 30, 2019. *(If two days, include May 31)*
- 1.3 Location: Laguna Beach, CA
- 1.4 Materials: **Aspen** agrees to provide all materials to be used during these sessions, or at its option, send to **Client** original sets for copying.

2.0 Client Obligations. **Client** agrees to assume responsibility for the following:

- 2.1 Designate one contact person for effective communication between **Client** and **Aspen**.

Authorized contact name: Victoria Webber Title: Executive Assistant to Superintendent and Board
Address: 550 Blumont Street, Laguna Beach, CA 92651
Phone: 949-497-7700 Ext. 5202 E-mail: vwebber@lbusd.org
- 2.2 Provide all necessary logistical, food, and communication requirements.
- 2.3 Provide the following audio visual equipment:
One video projector for Power Point; one flip chart, chisel point markers, name tents for each participant, note pads and pens.
- 2.4 Assure the complete and full participation of all members of the Board and Superintendent.

3.0 Financial Conditions.

- 3.1 In return for the services provided by **Aspen** as herein described, **Client** agrees to pay **Aspen** the sum of \$5,000 USD. If **Client** elects to extend the engagement to two days to include May 31, the honorarium will be \$10,000.
- 3.2 **Client** agrees to reimburse **Aspen** for all customary and reasonable expenses incurred by **Aspen** in performance of its duties under terms of this agreement. Expenses shall include airfare; ground transportation; hotel; food; parking; tips; tolls; and other reasonable expenses necessary to the performance of agreed duties.
- 3.3 Honoraria and expense charges billed to **Client** via invoice/statement are due within thirty (30) days following the date shown on the invoice/statement. Any charges remaining unpaid 30 days following the due dates will be subject to interest and penalty charges, with a minimum late fee of \$200.

4.0 **Cancellation.**

- 4.1 In the event of cancellation of this agreement by **Aspen** due to illness or unforeseen emergency, **Client** shall have no liability for fees, expenses or losses incurred by **Aspen**.
- 4.2 In the event **Client** is unable to conduct the program or project due to acts of God, **Client** shall have no obligation for payment for services or expenses except such expenses that may have been incurred by **Aspen** prior to cancellation.
- 4.3 In the event **Client** voluntarily cancels the program or project so that participation by **Aspen** is not required, **Client** agrees to pay **Aspen** twenty-five percent (25%) of the full contract amount specified in 3.1, plus expenses incurred by **Aspen** prior to cancellation.

5.0 **Other provisions.**

- 5.1 It is understood that **Aspen** executes this agreement as an independent contractor and assumes all responsibility for state and Federal withholding tax, Social Security, public liability and workman's compensation insurance. As an independent contractor, **Aspen** shall have exclusive control over the means, methods and details of fulfilling the obligations herein provided.
- 5.2 This instrument sets forth the entire agreement between **Aspen** and the **Client**. This contract shall become effective only when accepted and executed by both **Aspen** and **Client**. This agreement may not be changed, modified or waived in whole or in part except by execution of an instrument in writing signed by the parties.
- 5.3 The representative of the **Client** in signing this agreement warrants that she or he signs as a duly authorized representative of the **Client**.
- 5.4 Based upon prior verbal good faith-good will understandings between the parties, **Aspen** will assume the final execution of this agreement and will honor those understandings for a period of fifteen (15) days following the date shown in the preamble section of this agreement. In order to permanently secure **Aspen's** commitment to these terms, including any dates that may have been placed "on hold," **Client** must return to **Aspen** one copy of this signed agreement within fifteen (15) days. After that date, **Aspen** will release to other clients any dates that were being held for **Client**.

By: *Randy Quinn* Title: Senior Partner Date: 04 / 11 / 2019
AGI: Aspen Group International, LLC

By: _____ Title: _____ Date: _____
 Authorized **Client** Representative

19. ACTION

April 23, 2019

Approve: Letter in Support of AB 1505 (O'Donnell) Relating to Charter Schools

Proposal

Staff proposes the Board of Education discuss the provisions of AB 1505 and approve a letter of support.

Background

The Orange County Superintendent of Schools and the Orange County school district superintendents have discussed sending a letter of support of AB 1505 related to charter schools. AB 1505 takes reasonable steps to strengthen the charter petition review, approval and appeal process.

Orange County is a diverse area with 27 school districts serving approximately 500,000 students in more than 600 schools with 20,000 educators. Orange County school districts take seriously their responsibility to review charter petitions that come before them and make sound determinations as evidenced by many of the valuable and successful charter schools operating in Orange County. We value the options that high-quality charter schools provide to our students and families.

We support AB 1505 for the following reasons. First, the bill recognizes and honors local control placed in the hands of locally elected school boards. Locally elected school boards representing their educational community should play a critical and determinative role in reviewing charter petitions and, if approved, provide ongoing oversight of the charter school. Amending the current statutory requirement that a district “shall” grant a charter to instead say that the district “may” grant a charter if the district is satisfied that granting the charter is consistent with sound educational practice. As recently amended, the bill allows but does not require, that the local governing board consider whether the charter school would have a negative financial, academic or facilities impact on neighborhood schools or the district in making a determination to grant or deny the petition.

Second, consistent with a county board’s authority in reviewing appeals of student expulsions from local school districts, AB 1505 limits charter petition appeals to a county board to a review for procedural violations, which requires that a finding of violation is based on substantial evidence. When a county board finds a procedural violation or a petition on appeal has material revisions, the county board must remand the petition back to the district board for further consideration. The procedural scope of appeal will prevent instances in which a local board’s sound review and determination is replaced by decisions made by entities removed from the local community. Instead of the current process that supplants the authority of the locally elected school boards, AB 1505 squarely places the responsibility with locally elected school boards.

Finally, the bill authorizes a county board to approve a charter brought directly to it if the charter proposes to serve students for whom the county office of education would otherwise be responsible for providing direct instruction. Orange County Board of Education has approved a charter school run in partnership with the Orangewood Foundation, a nonprofit that provides services to current and former foster youth in Orange County, which is the type of innovative program for which the charter school process works well.

As amended, the bill would allow county boards to consider countywide charter petitions for a broader set of students if the petitioner obtains approval from the school district(s) where the charter proposes to operate.

Fiscal Impact

There is no fiscal impact.

Recommended Action

Staff recommends the Board of Education approve to have LBUSD added to the list of school districts from Orange County being sent to Assemblyman O'Donnell in support of AB 1505 by the Orange County Superintendent of Schools.

Sign-On Letter for OC Superintendents: AB 1505 (O'Donnell)

April 24, 2019

The Honorable Patrick O'Donnell, Chair
Assembly Education Committee
1020 N Street, Room 159
Sacramento, CA 95814

Re: AB 1505 (O'Donnell) as amended April 2, 2019
Position: Support
Amended in Assembly Education Committee: April 11, 2019

Dear Assembly Member O'Donnell:

The Orange County Superintendent of Schools and the Orange County school districts represented on this letter, write in support of your AB 1505 related to charter schools. AB 1505 takes reasonable steps to strengthen the charter petition review, approval and appeal process. This bill was heard in Assembly Education Committee on April 10, 2019.

Orange County is a diverse area with 27 school districts serving approximately 500,000 students in more than 600 schools with 20,000 educators. Orange County school districts take seriously their responsibility to review charter petitions that come before them and make sound determinations as evidenced by many of the valuable and successful charter schools operating in Orange County. We value the options that high quality charter schools provide to our students and families.

We support AB 1505 for the following reasons. First, the bill recognizes and honors local control placed in the hands of locally elected school boards. Locally elected school boards representing their educational community should play a critical and determinative role in reviewing charter petitions and, if approved, provide ongoing oversight of the charter school. Amending the current statutory requirement that a district "shall" grant a charter to instead say that the district "may" grant a charter if the district is satisfied that granting the charter is consistent with sound educational practice. As recently amended, the bill allows, but does not require, that the local governing board consider whether the charter school would have a negative financial, academic or facilities impact on neighborhood schools or the district in making a determination to grant or deny the petition.

Second, consistent with a county board's authority in reviewing appeals of student expulsions from local school districts, AB 1505 limits charter petition appeals to a county board to a review for procedural violations, which requires that a finding of violation is based on substantial evidence. When a county board finds a procedural violation or a petition on appeal has material revisions, the county board must remand the petition back to the district board for further consideration. The procedural scope of appeal will prevent instances in which a local board's sound review and determination is replaced by decisions made by entities removed from the local community. Instead of the current process that supplants the authority of the locally elected school boards, AB 1505 squarely places the responsibility with locally elected school boards.

Finally, the bill authorizes a county board to approve a charter brought directly to it if the charter proposes to serve students for whom the county office of education would otherwise be responsible for providing direct instruction. Orange County Board of Education has approved a charter school run in partnership with the Orangewood Foundation, a nonprofit that provides services to current and former foster youth in Orange County, which is the type of innovative program for which the charter school process works well.

As amended, the bill would allow county boards to consider countywide charter petitions for a broader set of students if the petitioner obtains approval from the school district(s) where the charter proposes to operate.

For these reasons, we support AB 1505 and respectfully ask for an "Aye" vote when it is heard in Assembly Education Committee.

AMENDED IN ASSEMBLY APRIL 11, 2019

AMENDED IN ASSEMBLY APRIL 1, 2019

AMENDED IN ASSEMBLY MARCH 14, 2019

CALIFORNIA LEGISLATURE—2019–20 REGULAR SESSION

ASSEMBLY BILL

No. 1505

**Introduced by Assembly Members O'Donnell, Bonta, McCarty,
and Smith
(Principal coauthor: Assembly Member Kalra)
(Coauthor: Senator Skinner)**

February 22, 2019

An act to amend Sections 47604.5, 47605, 47605.5, 47605.6, 47607, 47607.3, and 47613 of, to add Section 47605.9 to, and to repeal Sections 47605.8 and 47607.5 of, the Education Code, relating to charter schools.

LEGISLATIVE COUNSEL'S DIGEST

AB 1505, as amended, O'Donnell. Charter schools: petitions.

(1) The Charter Schools Act of 1992 ~~provides for~~ *authorizes* the establishment and operation of charter schools. Existing law generally requires a petition to establish a charter school to be submitted to the governing board of a school district, and, under specified circumstances, authorizes a petition to be submitted to and approved by a county board of education or the State Board of Education. Existing law authorizes a county board of education to approve a petition for the operation of a charter school that operates at one or more sites within the geographic boundaries of the county and that provides instructional services that are not generally provided by a county office of education. Existing law also authorizes a petition for the operation of a state charter school to be submitted directly to the state board, and authorizes the state board

to approve a charter for the operation of a state charter school that may operate at multiple sites throughout the state.

This bill would repeal those provisions authorizing the state board to approve a petition to establish a charter school. The bill would specify that a petition to establish a charter school may be submitted only to the school district or county office of education the boundaries within which the charter school would be located, and would provide that, commencing January 1, 2020, a county board of education could approve a petition for a countywide charter only under specified conditions and pursuant to a specified procedure, including requiring the petitioner to obtain the approval from each of the school districts where the charter school petitioner proposes to operate a facility. The bill would provide that charter schools operating under a charter approved by the state board may continue to operate under those charters only until the date on which the charter is up for renewal.

(2) Existing law prohibits the governing board of a school district from denying a petition to establish a charter school unless it makes written factual findings in support of one or more specific findings.

This bill would authorize the governing board of a school district to also deny a petition if it makes written factual findings, specific to the particular petition, setting forth certain facts to support one or more specified findings.

(3) Existing law requires teachers in charter schools to hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to what a teacher in other public schools would be required to hold.

This bill would instead require teachers in charter schools to hold the Commission on Teacher Credentialing certificate, permit, or other certificate, permit, or other document required for the teacher's certificated assignment.

(4) Existing law authorizes a charter school to appeal a school district's decision to deny a petition for a charter to the county board of education and, if the county board of education upholds the decision, to appeal the county board of education's decision to the state board.

If the governing board of a school district denies a petition, this bill would instead authorize the petitioner to appeal that denial to the county board of education. The bill would authorize the county board of education to only consider such an appeal if the appeal alleges that the governing board of the school district committed a procedural violation, as defined, in reviewing the petition. If the county board of education

finds, by substantial evidence, that the governing board of the school district committed a procedural violation, ~~or if the appeal contains new or different material terms, as defined,~~ the bill would require the county board of education to remand the petition to the governing board of the school district for reconsideration. *If the appeal contains new or different material terms, the bill would prohibit the county board of education from considering the appeal and would require the county board of education to remand the petition to the governing board of the school district for reconsideration.* The bill would repeal those provisions authorizing a petitioner to appeal a denial of a petition to the state board.

(5) Existing law authorizes a charter to be granted by a chartering authority under designated provisions for a period not to exceed 5 years. Existing law requires that charter renewals are for periods of 5 years.

This bill would instead provide that a renewal of a charter would be for a period of between 2 and 5 years. The bill would require a chartering authority, in deciding whether to grant a renewal, to consider specified issues relating to a school's financial condition. The bill would specify procedures to be followed by a chartering authority when a charter school requests technical assistance due to academic performance issues.

(6) Existing law authorizes a chartering authority to revoke a charter if the authority finds, through a showing of substantial evidence, that the charter school has committed any of several designated acts. Existing law requires the chartering authority to consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to revoke a charter. Existing law also provides for a procedure for an appeal of a revocation decision by a chartering authority.

This bill would delete the provision relating to increases in pupil academic achievement as the most important factor in determining whether to revoke a charter. The bill would also delete the process for appeal of a revocation of a charter by a chartering authority.

(7) This bill would *prohibit several of its provisions from being waived by the State Board of Education.* The bill would also make conforming and nonsubstantive changes.

To the extent the bill would impose additional requirements on local educational agencies and charter schools, the bill would impose a state-mandated local program.

(8) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

The people of the State of California do enact as follows:

1 SECTION 1. Section 47604.5 of the Education Code is
2 amended to read:

3 47604.5. The state board may, based upon the recommendation
4 of the Superintendent, take appropriate action, including, but not
5 limited to, revocation of the charter school's charter, when the
6 state board finds any of the following:

7 (a) Gross financial mismanagement that jeopardizes the financial
8 stability of the charter school.

9 (b) Illegal or substantially improper use of charter school funds
10 for the personal benefit of any officer, director, or fiduciary of the
11 charter school.

12 (c) Substantial and sustained departure from measurably
13 successful practices such that continued departure would jeopardize
14 the educational development of the charter school's pupils.

15 (d) Failure to improve pupil outcomes across multiple state and
16 school priorities identified in the charter pursuant to subparagraph
17 (A) of paragraph (5) of subdivision (b) of Section 47605 or
18 subparagraph (A) of paragraph (5) of subdivision (b) of Section
19 47605.6.

20 SEC. 2. Section 47605 of the Education Code is amended to
21 read:

22 47605. (a) (1) Except as set forth in paragraph (2), a petition
23 for the establishment of a charter school within a school district
24 may be circulated by one or more persons seeking to establish the
25 charter school. A petition for the establishment of a charter school
26 shall identify a single charter school that will operate within the
27 geographic boundaries of that school district. A charter school
28 may propose to operate at multiple sites within the school district
29 if each location is identified in the charter school petition. The
30 petition may be submitted to the governing board of the school
31 district for review after either of the following conditions is met:

1 (A) The petition is signed by a number of parents or legal
2 guardians of pupils that is equivalent to at least one-half of the
3 number of pupils that the charter school estimates will enroll in
4 the charter school for its first year of operation.

5 (B) The petition is signed by a number of teachers that is
6 equivalent to at least one-half of the number of teachers that the
7 charter school estimates will be employed at the charter school
8 during its first year of operation.

9 (2) A petition that proposes to convert an existing public school
10 to a charter school that would not be eligible for a loan pursuant
11 to subdivision (c) of Section 41365 may be circulated by one or
12 more persons seeking to establish the charter school. The petition
13 may be submitted to the governing board of the school district for
14 review after the petition is signed by not less than 50 percent of
15 the permanent status teachers currently employed at the public
16 school to be converted.

17 (3) A petition shall include a prominent statement that a
18 signature on the petition means that the parent or legal guardian
19 is meaningfully interested in having their child or ward attend the
20 charter school, or in the case of a teacher's signature, means that
21 the teacher is meaningfully interested in teaching at the charter
22 school. The proposed charter shall be attached to the petition.

23 (4) After receiving approval of its petition, a charter school that
24 proposes to establish operations at one or more additional sites
25 shall request a material revision to its charter and shall notify the
26 authority that granted its charter of those additional locations. The
27 authority that granted its charter shall consider whether to approve
28 those additional locations at an open, public meeting. If the
29 additional locations are approved, there shall be a material revision
30 to the charter school's charter.

31 (5) A charter school that is unable to locate within the
32 jurisdiction of the chartering school district may establish one site
33 outside the boundaries of the school district, but within the county
34 in which that school district is located, if the school district within
35 the jurisdiction of which the charter school proposes to operate is
36 notified in advance of the charter petition approval, the county
37 superintendent of schools and the Superintendent are notified of
38 the location of the charter school before it commences operations,
39 and either of the following circumstances exists:

1 (A) The school has attempted to locate a single site or facility
2 to house the entire program, but a site or facility is unavailable in
3 the area in which the school chooses to locate.

4 (B) The site is needed for temporary use during a construction
5 or expansion project.

6 (6) Commencing January 1, 2003, a petition to establish a charter
7 school shall not be approved to serve pupils in a grade level that
8 is not served by the school district of the governing board
9 considering the petition, unless the petition proposes to serve pupils
10 in all of the grade levels served by that school district.

11 (b) No later than 60 days after receiving a petition, in accordance
12 with subdivision (a), the governing board of the school district
13 shall hold a public hearing on the provisions of the charter, at
14 which time the governing board of the school district shall consider
15 the level of support for the petition by teachers employed by the
16 school district, other employees of the school district, and parents.
17 Following review of the petition and the public hearing, the
18 governing board of the school district shall either grant or deny
19 the charter within 90 days of receipt of the petition, provided,
20 however, that the date may be extended by an additional 30 days
21 if both parties agree to the extension. In reviewing petitions for
22 the establishment of charter schools pursuant to this section, the
23 chartering authority shall be guided by the intent of the Legislature
24 that charter schools are and should become an integral part of the
25 California educational system and that the establishment of charter
26 schools should be encouraged. The governing board of the school
27 district may grant a charter for the operation of a school under this
28 part if it is satisfied that granting the charter is consistent with
29 sound educational practice. The governing board of the school
30 district shall not be required to approve a petition for the
31 establishment of a charter school, and may deny approval by
32 making written factual findings, specific to the particular petition,
33 setting forth specific facts to support one or more of the following
34 findings:

35 (1) The charter school presents an unsound educational program
36 for the pupils to be enrolled in the charter school.

37 (2) The petitioners are demonstrably unlikely to successfully
38 implement the program set forth in the petition.

39 (3) The petition does not contain the number of signatures
40 required by subdivision (a).

1 (4) The petition does not contain an affirmation of each of the
2 conditions described in subdivision (d).

3 (5) The petition does not contain reasonably comprehensive
4 descriptions of all of the following:

5 (A) (i) The educational program of the charter school, designed,
6 among other things, to identify those whom the charter school is
7 attempting to educate, what it means to be an “educated person”
8 in the 21st century, and how learning best occurs. The goals
9 identified in that program shall include the objective of enabling
10 pupils to become self-motivated, competent, and lifelong learners.

11 (ii) The annual goals for the charter school for all pupils and
12 for each subgroup of pupils identified pursuant to Section 52052,
13 to be achieved in the state priorities, as described in subdivision
14 (d) of Section 52060, that apply for the grade levels served and
15 specific annual actions to achieve those goals. A charter petition
16 may identify additional school priorities, the goals for the school
17 priorities, and the specific annual actions to achieve those goals.

18 (iii) If the proposed charter school will serve high school pupils,
19 the manner in which the charter school will inform parents about
20 the transferability of courses to other public high schools and the
21 eligibility of courses to meet college entrance requirements.
22 Courses offered by the charter school that are accredited by the
23 Western Association of Schools and Colleges may be considered
24 transferable and courses approved by the University of California
25 or the California State University as creditable under the “A to G”
26 admissions criteria may be considered to meet college entrance
27 requirements.

28 (B) The measurable pupil outcomes identified for use by the
29 charter school. “Pupil outcomes,” for purposes of this part, means
30 the extent to which all pupils of the charter school demonstrate
31 that they have attained the skills, knowledge, and attitudes specified
32 as goals in the charter school’s educational program. Pupil
33 outcomes shall include outcomes that address increases in pupil
34 academic achievement both schoolwide and for all groups of pupils
35 served by the charter school, as that term is defined in paragraph
36 (3) of subdivision (a) of Section 47607. The pupil outcomes shall
37 align with the state priorities, as described in subdivision (d) of
38 Section 52060, that apply for the grade levels served by the charter
39 school.

1 (C) The method by which pupil progress in meeting those pupil
2 outcomes is to be measured. To the extent practicable, the method
3 for measuring pupil outcomes for state priorities shall be consistent
4 with the way information is reported on a school accountability
5 report card.

6 (D) The governance structure of the charter school, including,
7 but not limited to, the process to be followed by the charter school
8 to ensure parental involvement. *If the school is to be operated by,*
9 *or as, a nonprofit public benefit corporation, the petitioner shall*
10 *provide the names and relevant qualifications of all persons whom*
11 *the petitioner nominates to serve on the board of directors of the*
12 *charter school.*

13 (E) The qualifications to be met by individuals to be employed
14 by the charter school.

15 (F) The procedures that the charter school will follow to ensure
16 the health and safety of pupils and staff. These procedures shall
17 require all of the following:

18 (i) That each employee of the charter school furnish the charter
19 school with a criminal record summary as described in Section
20 44237.

21 (ii) The development of a school safety plan, which shall include
22 the safety topics listed in subparagraphs (A) to (H), inclusive, of
23 paragraph (2) of subdivision (a) of Section 32282 and procedures
24 for conducting tactical responses to criminal incidents.

25 (iii) That the school safety plan be reviewed and updated by
26 March 1 of every year by the charter school.

27 (G) The means by which the charter school will achieve a racial
28 and ethnic balance among its pupils, a balance of pupils receiving
29 special education services, and a balance of English learner pupils
30 that is reflective of the general population residing within the
31 territorial jurisdiction of the school district to which the charter
32 petition is submitted.

33 (H) Admission policies and procedures, consistent with
34 subdivision (d).

35 (I) The manner in which annual, independent financial audits
36 shall be conducted, which shall employ generally accepted
37 accounting principles, and the manner in which audit exceptions
38 and deficiencies shall be resolved to the satisfaction of the
39 chartering authority.

1 (J) The procedures by which pupils can be suspended or expelled
2 from the charter school for disciplinary reasons or otherwise
3 involuntarily removed from the charter school for any reason.
4 These procedures, at a minimum, shall include an explanation of
5 how the charter school will comply with federal and state
6 constitutional procedural and substantive due process requirements
7 that is consistent with all of the following:

8 (i) For suspensions of fewer than 10 days, provide oral or written
9 notice of the charges against the pupil and, if the pupil denies the
10 charges, an explanation of the evidence that supports the charges
11 and an opportunity for the pupil to present the pupil's side of the
12 story.

13 (ii) For suspensions of 10 days or more and all other expulsions
14 for disciplinary reasons, both of the following:

15 (I) Provide timely, written notice of the charges against the pupil
16 and an explanation of the pupil's basic rights.

17 (II) Provide a hearing adjudicated by a neutral officer within a
18 reasonable number of days at which the pupil has a fair opportunity
19 to present testimony, evidence, and witnesses and confront and
20 cross-examine adverse witnesses, and at which the pupil has the
21 right to bring legal counsel or an advocate.

22 (iii) Contain a clear statement that no pupil shall be involuntarily
23 removed by the charter school for any reason unless the parent or
24 guardian of the pupil has been provided written notice of intent to
25 remove the pupil no less than five schooldays before the effective
26 date of the action. The written notice shall be in the native language
27 of the pupil or the pupil's parent or guardian or, if the pupil is a
28 foster child or youth or a homeless child or youth, the pupil's
29 educational rights holder, and shall inform that individual of the
30 right to initiate the procedures specified in clause (ii) before the
31 effective date of the action. If the pupil's parent, guardian, or
32 educational rights holder initiates the procedures specified in clause
33 (ii), the pupil shall remain enrolled and shall not be removed until
34 the charter school issues a final decision. For purposes of this
35 clause, "involuntarily removed" includes disenrolled, dismissed,
36 transferred, or terminated, but does not include suspensions
37 specified in clauses (i) and (ii).

38 (K) The manner by which staff members of the charter schools
39 will be covered by the State Teachers' Retirement System, the
40 Public Employees' Retirement System, or federal social security.

1 (L) The public school attendance alternatives for pupils residing
2 within the school district who choose not to attend charter schools.

3 (M) The rights of an employee of the school district upon
4 leaving the employment of the school district to work in a charter
5 school, and of any rights of return to the school district after
6 employment at a charter school.

7 (N) The procedures to be followed by the charter school and
8 the entity granting the charter to resolve disputes relating to
9 provisions of the charter.

10 (O) The procedures to be used if the charter school closes. The
11 procedures shall ensure a final audit of the charter school to
12 determine the disposition of all assets and liabilities of the charter
13 school, including plans for disposing of any net assets and for the
14 maintenance and transfer of pupil records.

15 (P) A clear explanation of why the proposed model cannot be
16 accomplished within the school district structure of neighborhood
17 public schools.

18 (6) The petition does not contain a declaration of whether or
19 not the charter school shall be deemed the exclusive public
20 employer of the employees of the charter school for purposes of
21 Chapter 10.7 (commencing with Section 3540) of Division 4 of
22 Title 1 of the Government Code.

23 (7) The charter school would have a negative financial,
24 academic, or facilities impact on neighborhood public schools or
25 the school district.

26 (c) (1) Charter schools shall meet all statewide standards and
27 conduct the pupil assessments required pursuant to Section 60605
28 and any other statewide standards authorized in statute or pupil
29 assessments applicable to pupils in noncharter public schools.

30 (2) Charter schools shall, on a regular basis, consult with their
31 parents, legal guardians, and teachers regarding the charter school's
32 educational programs.

33 (d) (1) In addition to any other requirement imposed under this
34 part, a charter school shall be nonsectarian in its programs,
35 admission policies, employment practices, and all other operations,
36 shall not charge tuition, and shall not discriminate against a pupil
37 on the basis of the characteristics listed in Section 220. Except as
38 provided in paragraph (2), admission to a charter school shall not
39 be determined according to the place of residence of the pupil, or
40 of that pupil's parent or legal guardian, within this state, except

1 that an existing public school converting partially or entirely to a
2 charter school under this part shall adopt and maintain a policy
3 giving admission preference to pupils who reside within the former
4 attendance area of that public school.

5 (2) (A) A charter school shall admit all pupils who wish to
6 attend the charter school.

7 (B) If the number of pupils who wish to attend the charter school
8 exceeds the charter school's capacity, attendance, except for
9 existing pupils of the charter school, shall be determined by a
10 public random drawing. Preference shall be extended to pupils
11 currently attending the charter school and pupils who reside in the
12 school district except as provided for in Section 47614.5.
13 Preferences, including, but not limited to, siblings of pupils
14 admitted or attending the charter school and children of the charter
15 school's teachers, staff, and founders identified in the initial charter,
16 may also be permitted by the chartering authority on an individual
17 charter school basis. Priority order for any preference shall be
18 determined in the charter petition in accordance with all of the
19 following:

20 (i) Each type of preference shall be approved by the chartering
21 authority at a public hearing.

22 (ii) Preferences shall be consistent with federal law, the
23 California Constitution, and Section 200.

24 (iii) Preferences shall not result in limiting enrollment access
25 for pupils with disabilities, academically low-achieving pupils,
26 English learners, neglected or delinquent pupils, homeless pupils,
27 or pupils who are economically disadvantaged, as determined by
28 eligibility for any free or reduced-price meal program, foster youth,
29 or pupils based on nationality, race, ethnicity, or sexual orientation.

30 (iv) In accordance with Section 49011, preferences shall not
31 require mandatory parental volunteer hours as a criterion for
32 admission or continued enrollment.

33 (C) In the event of a drawing, the chartering authority shall
34 make reasonable efforts to accommodate the growth of the charter
35 school and shall not take any action to impede the charter school
36 from expanding enrollment to meet pupil demand.

37 (3) If a pupil is expelled or leaves the charter school without
38 graduating or completing the school year for any reason, the charter
39 school shall notify the superintendent of the school district of the
40 pupil's last known address within 30 days, and shall, upon request,

1 provide that school district with a copy of the cumulative record
2 of the pupil, including report cards or a transcript of grades, and
3 health information. If the pupil is subsequently expelled or leaves
4 the school district without graduating or completing the school
5 year for any reason, the school district shall provide this
6 information to the charter school within 30 days if the charter
7 school demonstrates that the pupil had been enrolled in the charter
8 school. This paragraph applies only to pupils subject to compulsory
9 full-time education pursuant to Section 48200.

10 (e) The governing board of a school district shall not require an
11 employee of the school district to be employed in a charter school.

12 (f) The governing board of a school district shall not require a
13 pupil enrolled in the school district to attend a charter school.

14 (g) The governing board of a school district shall require that
15 the petitioner or petitioners provide information regarding the
16 proposed operation and potential effects of the charter school,
17 including, but not limited to, the facilities to be used by the charter
18 school, the manner in which administrative services of the charter
19 school are to be provided, and potential civil liability effects, if
20 any, upon the charter school and upon the school district. The
21 description of the facilities to be used by the charter school shall
22 specify where the charter school intends to locate. The petitioner
23 or petitioners also shall be required to provide financial statements
24 that include a proposed first-year operational budget, including
25 startup costs, and cashflow and financial projections for the first
26 three years of operation.

27 (h) In reviewing petitions for the establishment of charter
28 schools within the school district, the governing board of the school
29 district shall give preference to petitions that demonstrate the
30 capability to provide comprehensive learning experiences to pupils
31 identified by the petitioner or petitioners as academically low
32 achieving pursuant to the standards established by the department
33 under Section 54032, as that section read before July 19, 2006.

34 (i) Upon the approval of the petition by the governing board of
35 the school district, the petitioner or petitioners shall provide written
36 notice of that approval, including a copy of the petition, to the
37 applicable county superintendent of schools, the department, and
38 the state board.

39 (j) If the governing board of a school district denies a petition,
40 the petitioner may appeal that denial to the county board of

1 education. The county board of education may consider an appeal
2 pursuant to this subdivision only if the appeal alleges that the
3 governing board of the school district committed a procedural
4 violation under this part in reviewing the petition. If the county
5 board of education finds, by substantial evidence, that the
6 governing board of the school district committed a procedural
7 violation under this part in reviewing the petition, the county board
8 of education shall remand the petition to the school district for
9 reconsideration. If the appeal contains new or different material
10 terms, the county board of education shall *not consider the appeal,*
11 *and instead shall immediately* remand the petition to the governing
12 board of the school district for reconsideration. As used in this
13 section:

14 (1) “Material terms” of the petition means the signatures,
15 affirmations, disclosures, documents, and descriptions described
16 in subdivisions (a), (b), and (g).

17 (2) A “procedural violation” means the failure to meet the
18 requirements and deadlines, and to provide written findings
19 regarding the denial, that are required pursuant to subdivisions (a)
20 and (b).

21 (k) Teachers in charter schools shall hold the Commission on
22 Teacher Credentialing certificate, permit, or other document
23 required for the teacher’s certificated assignment. These documents
24 shall be maintained on file at the charter school and are subject to
25 periodic inspection by the chartering authority.

26 (l) A charter school shall transmit a copy of its annual,
27 independent financial audit report for the preceding fiscal year, as
28 described in subparagraph (I) of paragraph (5) of subdivision (b),
29 to its chartering authority, the Controller, the county superintendent
30 of schools of the county in which the charter school is sited, unless
31 the county board of education of the county in which the charter
32 school is sited is the chartering authority, and the department by
33 December 15 of each year. This subdivision does not apply if the
34 audit of the charter school is encompassed in the audit of the
35 chartering authority pursuant to Section 41020.

36 (m) A charter school may encourage parental involvement, but
37 shall notify the parents and guardians of applicant pupils and
38 currently enrolled pupils that parental involvement is not a
39 requirement for acceptance to, or continued enrollment at, the
40 charter school.

1 (n) *The requirements of this section shall not be waived by the*
2 *state board pursuant to Section 33050 or any other law.*

3 SEC. 3. Section 47605.5 of the Education Code is amended to
4 read:

5 47605.5. A petition may be submitted directly to a county board
6 of education in the same manner as set forth in Section 47605 for
7 charter schools that will serve pupils for whom the county office
8 of education would otherwise be responsible for providing direct
9 education and related services. There shall be no appeal of a denial
10 of a petition pursuant to this section. *The requirements of this*
11 *section shall not be waived by the state board pursuant to Section*
12 *33050 or any other law.*

13 SEC. 4. Section 47605.6 of the Education Code is amended to
14 read:

15 47605.6. (a) (1) In addition to the authority provided by
16 Section 47605.5, a county board of education may also approve a
17 petition for the operation of a charter school that operates at one
18 or more sites within the geographic boundaries of the county and
19 that provides instructional services that are not generally provided
20 by a county office of education. A county board of education may
21 approve a countywide charter only if it finds, in addition to the
22 other requirements of this section, that the educational services to
23 be provided by the charter school will offer services to a pupil
24 population that will benefit from those services and that cannot be
25 served as well by a charter school that operates in only one school
26 district in the county. A petition for the establishment of a
27 countywide charter school pursuant to this subdivision may be
28 circulated throughout the county by any one or more persons
29 seeking to establish the charter school. The petition may be
30 submitted to the county board of education for review after either
31 of the following conditions is met:

32 (A) The petition is signed by a number of parents or guardians
33 of pupils residing within the county that is equivalent to at least
34 one-half of the number of pupils that the charter school estimates
35 will enroll in the school for its first year of operation and each of
36 the school districts where the charter school petitioner proposes
37 to operate a facility has received at least 30 days' notice of the
38 petitioner's intent to operate a charter school pursuant to this
39 section.

1 (B) The petition is signed by a number of teachers that is
2 equivalent to at least one-half of the number of teachers that the
3 charter school estimates will be employed at the school during its
4 first year of operation and each of the school districts where the
5 charter school petitioner proposes to operate a facility has received
6 at least 30 days' notice of the petitioner's intent to operate a charter
7 school pursuant to this section.

8 (2) An existing public school shall not be converted to a charter
9 school in accordance with this section.

10 (3) After receiving approval of its petition, a charter school that
11 proposes to establish operations at additional sites within the
12 geographic boundaries of the county board of education shall notify
13 the school districts where those sites will be located. The charter
14 school shall also request a material revision of its charter by the
15 county board of education that approved its charter and the county
16 board of education shall consider whether to approve those
17 additional locations at an open, public meeting, held no sooner
18 than 30 days following notification of the school districts where
19 the sites will be located. If approved, the location of the approved
20 sites shall be a material revision of the charter school's approved
21 charter.

22 (4) A petition shall include a prominent statement indicating
23 that a signature on the petition means that the parent or guardian
24 is meaningfully interested in having their child or ward attend the
25 charter school, or in the case of a teacher's signature, means that
26 the teacher is meaningfully interested in teaching at the charter
27 school. The proposed charter shall be attached to the petition.

28 (b) No later than 60 days after receiving a petition, in accordance
29 with subdivision (a), the county board of education shall hold a
30 public hearing on the provisions of the charter, at which time the
31 county board of education shall consider the level of support for
32 the petition by teachers, parents or guardians, and the school
33 districts where the charter school petitioner proposes to place
34 school facilities. Following review of the petition and the public
35 hearing, the county board of education shall either grant or deny
36 the charter within 90 days of receipt of the petition. However, this
37 date may be extended by an additional 30 days if both parties agree
38 to the extension. A county board of education may impose any
39 additional requirements beyond those required by this section that
40 it considers necessary for the sound operation of a countywide

1 charter school. A county board of education may grant a charter
2 for the operation of a charter school under this part only if it is
3 satisfied that granting the charter is consistent with sound
4 educational practice and that the charter school has reasonable
5 justification for why it could not be established by petition to a
6 school district pursuant to Section 47605. The county board of
7 education shall deny a petition for the establishment of a charter
8 school if it finds one or more of the following:

9 (1) The charter school presents an unsound educational program
10 for the pupils to be enrolled in the charter school.

11 (2) The petitioners are demonstrably unlikely to successfully
12 implement the program set forth in the petition.

13 (3) The petition does not contain the number of signatures
14 required by subdivision (a).

15 (4) The petition does not contain an affirmation of each of the
16 conditions described in subdivision (e).

17 (5) The petition does not contain reasonably comprehensive
18 descriptions of all of the following:

19 (A) (i) The educational program of the charter school, designed,
20 among other things, to identify those pupils whom the charter
21 school is attempting to educate, what it means to be an “educated
22 person” in the 21st century, and how learning best occurs. The
23 goals identified in that program shall include the objective of
24 enabling pupils to become self-motivated, competent, and lifelong
25 learners.

26 (ii) The annual goals for the charter school for all pupils and
27 for each subgroup of pupils identified pursuant to Section 52052,
28 to be achieved in the state priorities, as described in subdivision
29 (d) of Section 52060, that apply for the grade levels served, or the
30 nature of the program operated, by the charter school, and specific
31 annual actions to achieve those goals. A charter petition may
32 identify additional school priorities, the goals for the school
33 priorities, and the specific annual actions to achieve those goals.

34 (iii) If the proposed charter school will enroll high school pupils,
35 the manner in which the charter school will inform parents
36 regarding the transferability of courses to other public high schools.
37 Courses offered by the charter school that are accredited by the
38 Western Association of Schools and Colleges may be considered
39 to be transferable to other public high schools.

1 (iv) If the proposed charter school will enroll high school pupils,
2 information as to the manner in which the charter school will
3 inform parents as to whether each individual course offered by the
4 charter school meets college entrance requirements. Courses
5 approved by the University of California or the California State
6 University as satisfying their prerequisites for admission may be
7 considered as meeting college entrance requirements for purposes
8 of this clause.

9 (B) The measurable pupil outcomes identified for use by the
10 charter school. "Pupil outcomes," for purposes of this part, means
11 the extent to which all pupils of the charter school demonstrate
12 that they have attained the skills, knowledge, and aptitudes
13 specified as goals in the charter school's educational program.
14 Pupil outcomes shall include outcomes that address increases in
15 pupil academic achievement both schoolwide and for all groups
16 of pupils served by the charter school, as that term is defined in
17 subparagraph (B) of paragraph (3) of subdivision (a) of Section
18 47607. The pupil outcomes shall align with the state priorities, as
19 described in subdivision (d) of Section 52060, that apply for the
20 grade levels served, or the nature of the program operated, by the
21 charter school.

22 (C) The method by which pupil progress in meeting those pupil
23 outcomes is to be measured. To the extent practicable, the method
24 for measuring pupil outcomes for state priorities shall be consistent
25 with the way information is reported on a school accountability
26 report card.

27 (D) The location of each charter school facility that the petitioner
28 proposes to operate.

29 (E) The governance structure of the charter school, including,
30 but not limited to, the process to be followed by the charter school
31 to ensure parental ~~involvement~~. *involvement and the names of the*
32 *members of the governing body of the charter school.*

33 (F) The qualifications to be met by individuals to be employed
34 by the charter school.

35 (G) The procedures that the charter school will follow to ensure
36 the health and safety of pupils and staff. These procedures shall
37 require all of the following:

38 (i) That each employee of the charter school furnish the charter
39 school with a criminal record summary as described in Section
40 44237.

1 (ii) The development of a school safety plan, which shall include
2 the safety topics listed in subparagraphs (A) to (H), inclusive, of
3 paragraph (2) of subdivision (a) of Section 32282 and procedures
4 for conducting tactical responses to criminal incidents.

5 (iii) That the school safety plan be reviewed and updated by
6 March 1 of every year by the charter school.

7 (H) The means by which the charter school will achieve a racial
8 and ethnic balance among its pupils, a balance of pupils receiving
9 special education services, and a balance of English learner pupils
10 that is reflective of the general population residing within the
11 territorial jurisdiction of the school district to which the charter
12 petition is submitted.

13 (I) The manner in which annual, independent financial audits
14 shall be conducted, in accordance with regulations established by
15 the state board, and the manner in which audit exceptions and
16 deficiencies shall be resolved.

17 (J) The procedures by which pupils can be suspended or expelled
18 from the charter school for disciplinary reasons or otherwise
19 involuntarily removed from the charter school for any reason.
20 These procedures, at a minimum, shall include an explanation of
21 how the charter school will comply with federal and state
22 constitutional procedural and substantive due process requirements
23 that is consistent with all of the following:

24 (i) For suspensions of fewer than 10 days, provide oral or written
25 notice of the charges against the pupil and, if the pupil denies the
26 charges, an explanation of the evidence that supports the charges
27 and an opportunity for the pupil to present the pupil's side of the
28 story.

29 (ii) For suspensions of 10 days or more and all other expulsions
30 for disciplinary reasons, both of the following:

31 (I) Provide timely, written notice of the charges against the pupil
32 and an explanation of the pupil's basic rights.

33 (II) Provide a hearing adjudicated by a neutral officer within a
34 reasonable number of days at which the pupil has a fair opportunity
35 to present testimony, evidence, and witnesses and confront and
36 cross-examine adverse witnesses, and at which the pupil has the
37 right to bring legal counsel or an advocate.

38 (iii) Contain a clear statement that no pupil shall be involuntarily
39 removed by the charter school for any reason unless the parent or
40 guardian of the pupil has been provided written notice of intent to

1 remove the pupil no less than five schooldays before the effective
2 date of the action. The written notice shall be in the native language
3 of the pupil or the pupil's parent or guardian or, if the pupil is a
4 foster child or youth or a homeless child or youth, the pupil's
5 educational rights holder, and shall inform that person of the right
6 to initiate the procedures specified in clause (ii) before the effective
7 date of the action. If the pupil's parent, guardian, or educational
8 rights holder initiates the procedures specified in clause (ii), the
9 pupil shall remain enrolled and shall not be removed until the
10 charter school issues a final decision. For purposes of this clause,
11 "involuntarily removed" includes disenrolled, dismissed,
12 transferred, or terminated, but does not include suspensions
13 specified in clauses (i) and (ii).

14 (K) The manner by which staff members of the charter school
15 will be covered by the State Teachers' Retirement System, the
16 Public Employees' Retirement System, or federal social security.

17 (L) The procedures to be followed by the charter school and the
18 county board of education to resolve disputes relating to provisions
19 of the charter.

20 (M) Admission policy and procedures, consistent with
21 subdivision (e).

22 (N) The public school attendance alternatives for pupils residing
23 within the county who choose not to attend the charter school.

24 (O) The rights of an employee of the county office of education,
25 upon leaving the employment of the county office of education,
26 to be employed by the charter school, and any rights of return to
27 the county office of education that an employee may have upon
28 leaving the employment of the charter school.

29 (P) The procedures to be used if the charter school closes. The
30 procedures shall ensure a final audit of the charter school to
31 determine the disposition of all assets and liabilities of the charter
32 school, including plans for disposing of any net assets and for the
33 maintenance and transfer of public records.

34 (Q) A clear explanation of why the proposed model cannot be
35 accomplished within the school district structure of neighborhood
36 public schools.

37 (6) A declaration of whether or not the charter school shall be
38 deemed the exclusive public school employer of the employees of
39 the charter school for purposes of the Educational Employment

1 Relations Act (Chapter 10.7 (commencing with Section 3540) of
2 Division 4 of Title 1 of the Government Code).

3 (7) The charter school would have a negative financial,
4 academic, or facilities impact on neighborhood public schools, a
5 school district, or the county office of education.

6 (8) Any other basis that the county board of education finds
7 justifies the denial of the petition.

8 (c) A county board of education that approves a petition for the
9 operation of a countywide charter may, as a condition of charter
10 approval, enter into an agreement with a third party, at the expense
11 of the charter school, to oversee, monitor, and report to the county
12 board of education on the operations of the charter school. The
13 county board of education may prescribe the aspects of the charter
14 school's operations to be monitored by the third party and may
15 prescribe appropriate requirements regarding the reporting of
16 information concerning the operations of the charter school to the
17 county board of education.

18 (d) (1) Charter schools shall meet all statewide standards and
19 conduct the pupil assessments required pursuant to Section 60605
20 and any other statewide standards authorized in statute or pupil
21 assessments applicable to pupils in noncharter public schools.

22 (2) Charter schools shall on a regular basis consult with their
23 parents and teachers regarding the charter school's educational
24 programs.

25 (e) (1) In addition to any other requirement imposed under this
26 part, a charter school shall be nonsectarian in its programs,
27 admission policies, employment practices, and all other operations,
28 shall not charge tuition, and shall not discriminate against any
29 pupil on the basis of ethnicity, national origin, gender, gender
30 identity, gender expression, or disability. Except as provided in
31 paragraph (2), admission to a charter school shall not be determined
32 according to the place of residence of the pupil, or of the pupil's
33 parent or guardian, within this state.

34 (2) (A) A charter school shall admit all pupils who wish to
35 attend the charter school.

36 (B) If the number of pupils who wish to attend the charter school
37 exceeds the charter school's capacity, attendance, except for
38 existing pupils of the charter school, shall be determined by a
39 public random drawing. Preference shall be extended to pupils
40 currently attending the charter school and pupils who reside in the

1 county except as provided for in Section 47614.5. Preferences,
2 including, but not limited to, siblings of pupils admitted or
3 attending the charter school and children of the charter school's
4 teachers, staff, and founders identified in the initial charter, may
5 also be permitted by the chartering authority on an individual
6 charter school basis. Priority order for any preference shall be
7 determined in the charter petition in accordance with all of the
8 following:

9 (i) Each type of preference shall be approved by the chartering
10 authority at a public hearing.

11 (ii) Preferences shall be consistent with federal law, the
12 California Constitution, and Section 200.

13 (iii) Preferences shall not result in limiting enrollment access
14 for pupils with disabilities, academically low-achieving pupils,
15 English learners, neglected or delinquent pupils, homeless pupils,
16 or pupils who are economically disadvantaged, as determined by
17 eligibility for any free or reduced-price meal program, foster youth,
18 or pupils based on nationality, race, ethnicity, or sexual orientation.

19 (iv) In accordance with Section 49011, preferences shall not
20 require mandatory parental volunteer hours as a criterion for
21 admission or continued enrollment.

22 (C) In the event of a drawing, the county board of education
23 shall make reasonable efforts to accommodate the growth of the
24 charter school and in no event shall take any action to impede the
25 charter school from expanding enrollment to meet pupil demand.

26 (3) If a pupil is expelled or leaves the charter school without
27 graduating or completing the school year for any reason, the charter
28 school shall notify the superintendent of the school district of the
29 pupil's last known address within 30 days and shall, upon request,
30 provide that school district with a copy of the cumulative record
31 of the pupil, including report cards or a transcript of grades, and
32 health information. If the pupil is subsequently expelled or leaves
33 the school district without graduating or completing the school
34 year for any reason, the school district shall provide this
35 information to the charter school within 30 days if the charter
36 school demonstrates that the pupil had been enrolled in the charter
37 school. This paragraph applies only to pupils subject to compulsory
38 full-time education pursuant to Section 48200.

39 (f) The county board of education shall not require an employee
40 of the county or a school district to be employed in a charter school.

1 (g) The county board of education shall not require a pupil
2 enrolled in a county program to attend a charter school.

3 (h) The county board of education shall require that the
4 petitioner or petitioners provide information regarding the proposed
5 operation and potential effects of the charter school, including, but
6 not limited to, the facilities to be used by the charter school, the
7 manner in which administrative services of the charter school are
8 to be provided, and potential civil liability effects, if any, upon the
9 charter school, any school district where the charter school may
10 operate, and upon the county board of education. The petitioner
11 or petitioners shall also be required to provide financial statements
12 that include a proposed first-year operational budget, including
13 startup costs, and cashflow and financial projections for the first
14 three years of operation.

15 (i) In reviewing petitions for the establishment of charter schools
16 within the county, the county board of education shall give
17 preference to petitions that demonstrate the capability to provide
18 comprehensive learning experiences to pupils identified by the
19 petitioner or petitioners as academically low achieving pursuant
20 to the standards established by the department under Section 54032,
21 as that section read before July 19, 2006.

22 (j) Upon the approval of the petition by the county board of
23 education, the petitioner or petitioners shall provide written notice
24 of that approval, including a copy of the petition, to the school
25 districts within the county, the Superintendent, and the state board.

26 (k) If a county board of education denies a petition, the petitioner
27 shall not elect to submit the petition for the establishment of the
28 charter school to the state board.

29 (l) Teachers in charter schools shall hold the Commission on
30 Teacher Credentialing certificate, permit, or other document
31 required for the teacher's certificated assignment. These documents
32 shall be maintained on file at the charter school and shall be subject
33 to periodic inspection by the chartering authority.

34 (m) A charter school shall transmit a copy of its annual,
35 independent, financial audit report for the preceding fiscal year,
36 as described in subparagraph (I) of paragraph (5) of subdivision
37 (b), to the county office of education, the Controller, and the
38 department by December 15 of each year. This subdivision does
39 not apply if the audit of the charter school is encompassed in the
40 audit of the chartering entity pursuant to Section 41020.

1 (n) A charter school may encourage parental involvement but
2 shall notify the parents and guardians of applicant pupils and
3 currently enrolled pupils that parental involvement is not a
4 requirement for acceptance to, or continued enrollment at, the
5 charter school.

6 (o) (1) Commencing January 1, 2020, a county board of
7 education may only approve a new petition for the operation of a
8 charter school that operates at one or more sites within the
9 geographic boundaries of the county and that provides instructional
10 services that are not generally provided by a county office of
11 education if it finds, in addition to the other requirements of this
12 section, that the educational services to be provided by the charter
13 school will offer services to a pupil population that will benefit
14 from those services and that cannot be served as well by a charter
15 school that operates in only one school district in the county. A
16 petition for the establishment of a countywide charter school
17 pursuant to this subdivision may be circulated throughout the
18 county by any one or more persons seeking to establish the charter
19 school. The petition may be submitted to the county board of
20 education for review after one of the following requirements is
21 met:

22 (A) The petition is signed by a number of parents or guardians
23 of pupils residing within the county that is equivalent to at least
24 one-half of the number of pupils that the charter school estimates
25 will enroll in the school for its first year of operation.

26 (B) The petition is signed by a number of teachers that is
27 equivalent to at least one-half of the number of teachers that the
28 charter school estimates will be employed at the school during its
29 first year of operation.

30 (2) The petition may only be submitted to the county board of
31 education for review if the petitioner has first obtained approval
32 from each of the school districts where the charter school petitioner
33 proposes to operate a facility. The petitioner shall submit the same
34 petition and supporting documentation to the school districts where
35 the charter school proposes to operate a facility and to the county
36 board of education.

37 (3) An existing public school shall not be converted to a charter
38 school in accordance with this section.

39 (4) After receiving approval of its initial petition, a charter
40 school that proposes to establish operations at additional sites

1 within the geographic boundaries of the county board of education
2 shall first obtain approval from the school districts where those
3 sites will be located before submitting a request for a material
4 revision of its charter to the county board of education. The charter
5 school shall request a material revision of its charter by the county
6 board of education that approved its charter, and the county board
7 of education shall consider whether to approve those additional
8 locations at an open, public meeting, held no sooner than 30 days
9 following approval from the school districts where the sites will
10 be located. If approved, the location of the approved sites shall be
11 a material revision of the charter school's approved charter.

12 (5) A petition shall include a prominent statement indicating
13 that a signature on the petition means that the parent or guardian
14 is meaningfully interested in having their child or ward attend the
15 charter school, or in the case of a teacher's signature, means that
16 the teacher is meaningfully interested in teaching at the charter
17 school. The proposed charter shall be attached to the petition.

18 *(p) The requirements of this section shall not be waived by the*
19 *state board pursuant to Section 33050 or any other law.*

20 SEC. 5. Section 47605.8 of the Education Code is repealed.

21 SEC. 6. Section 47605.9 is added to the Education Code, to
22 read:

23 47605.9. (a) A petition to establish a charter school under this
24 part may be submitted only to the governing board of the school
25 district or county office of education within the boundaries of
26 which the charter school proposes to locate.

27 (b) A charter school operating under a charter approved by the
28 state board pursuant to Section 47605 or 47605.8, as those sections
29 read on January 1, 2019, may continue to operate under the
30 authority of that chartering authority only until the date on which
31 the charter is up for renewal, at which point the charter school
32 shall submit a petition for renewal to the governing board of the
33 school district within the boundaries of which the charter school
34 is located.

35 (c) A charter school operating under a charter approved by a
36 county board of education pursuant to Section 47605, 47605.5 or
37 47605.6, as those sections read on January 1, 2019, may continue
38 to operate under the authority of that chartering authority and may
39 submit a petition for renewal to that chartering authority or the

1 governing board of the school district within the boundaries of
2 which the charter school is located.

3 *(d) The requirements of this section shall not be waived by the*
4 *state board pursuant to Section 33050 or any other law.*

5 SEC. 7. Section 47607 of the Education Code is amended to
6 read:

7 47607. (a) (1) A charter may be granted for a period not to
8 exceed five years, and may be granted one or more subsequent
9 renewals by the chartering authority for a period of between two
10 and five years for each renewal. If a charter school has been
11 identified for technical assistance from the chartering authority,
12 the charter school shall be renewed for less than five years. A
13 material revision of the provisions of a charter petition may be
14 made only with the approval of the chartering authority. The
15 chartering authority may inspect or observe any part of the charter
16 school at any time.

17 (2) Renewals and material revisions of charters are governed
18 by the standards and criteria in Section 47605, and shall include,
19 but not be limited to, a reasonably comprehensive description of
20 any new requirement of charter schools enacted into law after the
21 charter was originally granted or last renewed. The chartering
22 authority shall consider during renewal whether the charter school
23 maintains sound management of its business and financial
24 operations, and whether the school is expected to meet its financial
25 obligations for the current and two subsequent fiscal years.

26 (3) For purposes of this section, “all groups of pupils served by
27 the charter school” means a numerically significant pupil subgroup,
28 as defined by paragraph (3) of subdivision (a) of Section 52052,
29 served by the charter school.

30 (b) Commencing on January 1, 2005, or after a charter school
31 has been in operation for four years, whichever date occurs later,
32 a charter school shall meet at least one of the following criteria
33 before receiving a charter renewal pursuant to paragraph (1) of
34 subdivision (a):

35 (1) Attained its Academic Performance Index (API) growth
36 target in the prior year or in two of the last three years both
37 schoolwide and for all groups of pupils served by the charter
38 school.

39 (2) Ranked in deciles 4 to 10, inclusive, on the API in the prior
40 year or in two of the last three years.

1 (3) Ranked in deciles 4 to 10, inclusive, on the API for a
2 demographically comparable school in the prior year or in two of
3 the last three years.

4 (4) (A) The entity that granted the charter determines that the
5 academic performance of the charter school is at least equal to the
6 academic performance of the public schools that the charter school
7 pupils would otherwise have been required to attend, as well as
8 the academic performance of the schools in the school district in
9 which the charter school is located, taking into account the
10 composition of the pupil population that is served at the charter
11 school.

12 (B) The determination made pursuant to this paragraph shall be
13 based upon all of the following:

14 (i) Documented and clear and convincing data.

15 (ii) Pupil achievement data from assessments, including, but
16 not limited to, the Standardized Testing and Reporting Program
17 established by Article 4 (commencing with Section 60640) of
18 Chapter 5 of Part 33 for demographically similar pupil populations
19 in the comparison schools.

20 (iii) Information submitted by the charter school.

21 (C) A chartering authority shall submit to the Superintendent
22 copies of supporting documentation and a written summary of the
23 basis for any determination made pursuant to this paragraph. The
24 Superintendent shall review the materials and make
25 recommendations to the chartering authority based on that review.
26 The review may be the basis for a recommendation made pursuant
27 to Section 47604.5.

28 (D) A charter renewal may not be granted to a charter school
29 prior to 30 days after that charter school submits materials pursuant
30 to this paragraph.

31 (5) Qualified for an alternative accountability system pursuant
32 to subdivision (h) of Section 52052.

33 (c) Notwithstanding any other law, the following shall apply to
34 charter schools:

35 (1) The evaluation rubrics and performance criteria adopted by
36 the state board pursuant to Section 52064.5 shall be applied equally
37 to both school districts and charter schools.

38 (2) If the governing body of a charter school requests technical
39 assistance, the chartering authority shall provide technical
40 assistance consistent with subparagraph (A) or (B) of paragraph

1 (4). If a charter school has not been identified for technical
2 assistance pursuant to paragraph (4) and if the service requested
3 creates an unreasonable or untenable cost burden for the chartering
4 authority, the chartering authority may assess the charter school a
5 fee not to exceed the cost of the service.

6 (3) If a chartering authority does not approve a local control
7 and accountability plan or annual update to the local control and
8 accountability plan approved by a governing body of a charter
9 school, the chartering authority shall provide technical assistance
10 focused on revising the local control and accountability plan or
11 annual update so that it can be approved.

12 (4) For any charter school for which one or more pupil
13 subgroups identified pursuant to Section 52052 meets the criteria
14 established pursuant to subdivision (g) of Section 52064.5, the
15 chartering authority shall provide technical assistance focused on
16 building the charter school's capacity to develop and implement
17 actions and services responsive to pupil and community needs,
18 including, but not limited to, any of the following:

19 (A) Assisting the charter school to identify its strengths and
20 weaknesses in regard to the state priorities described in subdivision
21 (d) of Section 52060. This shall include working collaboratively
22 with the charter school to review performance data on the state
23 and local indicators included in the California School Dashboard
24 authorized by subdivision (f) of Section 52064.5 and other relevant
25 local data, and to identify effective, evidence-based programs or
26 practices that address any areas of weakness.

27 (B) Working collaboratively with the charter school to secure
28 assistance from an academic, programmatic, or fiscal expert or
29 team of experts to identify and implement effective programs and
30 practices that are designed to improve performance in any areas
31 of weakness identified by the charter school. The chartering
32 authority, in consultation with the charter school, may solicit
33 another service provider, which may include, but is not limited to,
34 a school district, county office of education, or charter school, to
35 act as a partner to the charter school in need of technical assistance.

36 (C) Obtaining from the charter school timely documentation
37 demonstrating that it has completed the activities described in
38 subparagraphs (A) and (B), or substantially similar activities, or
39 has selected another service provider pursuant to paragraph (7) to
40 work with the charter school to complete the activities described

1 in subparagraphs (A) and (B), or substantially similar activities,
2 and ongoing communication with the charter school to assess the
3 charter school's progress in improving pupil outcomes.

4 (D) Requesting that the California Collaborative for Educational
5 Excellence provide advice and assistance to the charter school,
6 pursuant to subdivision (g) of Section 52074.

7 (5) Upon request of a chartering authority or a charter school,
8 a geographic lead agency identified pursuant to Section 52073
9 may provide technical assistance pursuant to paragraph (4). A
10 geographic lead agency identified pursuant to Section 52073 may
11 request that another geographic lead agency, an expert lead agency
12 identified pursuant to Section 52073.1, a special education resource
13 lead identified pursuant to Section 52073.2, or the California
14 Collaborative for Educational Excellence provide the assistance
15 described in this subdivision.

16 (6) A charter school shall accept the technical assistance
17 provided by the chartering authority pursuant to paragraphs (3)
18 and (4). For purposes of accepting technical assistance provided
19 by the chartering authority pursuant to paragraph (4), a charter
20 school may satisfy this requirement by providing the timely
21 documentation to, and maintaining regular communication with,
22 the chartering authority as specified in subparagraph (C) of
23 paragraph (4).

24 (7) This section shall not preclude a charter school from
25 soliciting technical assistance from entities other than the chartering
26 authority at its own cost.

27 (d) The Superintendent shall make recommendations to the
28 Legislature, including the appropriate policy committees in the
29 Assembly and the Senate, by September 1, 2020, regarding charter
30 school student academic achievement criteria that shall prohibit a
31 charter school from being renewed, charter school student academic
32 achievement criteria that may warrant a charter school not to be
33 renewed, and charter school student academic criteria that may
34 warrant charter revocation.

35 (e) A charter may be revoked by the authority that granted the
36 charter under this chapter if the chartering authority finds, through
37 a showing of substantial evidence, that the charter school did any
38 of the following:

39 (1) Committed a material violation of any of the conditions,
40 standards, or procedures set forth in the charter.

1 (2) Failed to meet or pursue any of the pupil outcomes identified
2 in the charter.

3 (3) Failed to meet generally accepted accounting principles, or
4 engaged in fiscal mismanagement.

5 (4) Violated any law.

6 (f) Before revocation, the chartering authority shall notify the
7 charter school of any violation of this section and give the school
8 a reasonable opportunity to remedy the violation, unless the
9 authority determines, in writing, that the violation constitutes a
10 severe and imminent threat to the health or safety of the pupils.

11 (g) Before revoking a charter for failure to remedy a violation
12 pursuant to subdivision (f), and after expiration of the school's
13 reasonable opportunity to remedy without successfully remedying
14 the violation, the chartering authority shall provide a written notice
15 of intent to revoke and notice of facts in support of revocation to
16 the charter school. No later than 30 days after providing the notice
17 of intent to revoke a charter, the chartering authority shall hold a
18 public hearing, in the normal course of business, on the issue of
19 whether evidence exists to revoke the charter. No later than 30
20 days after the public hearing, the chartering authority shall issue
21 a final decision to revoke or decline to revoke the charter, unless
22 the chartering authority and the charter school agree to extend the
23 issuance of the decision by an additional 30 days. The chartering
24 authority shall not revoke a charter, unless it makes written factual
25 findings supported by substantial evidence, specific to the charter
26 school, that support its findings.

27 (h) A final decision of a revocation pursuant to subdivision (e)
28 shall be reported to the chartering authority, the county board of
29 education, and the department.

30 (i) *The requirements of this section shall not be waived by the*
31 *state board pursuant to Section 33050 or any other law.*

32 SEC. 8. Section 47607.3 of the Education Code is amended to
33 read:

34 47607.3. (a) If a charter school fails to improve outcomes for
35 three or more pupil subgroups identified pursuant to Section 52052,
36 or, if the charter school has less than three pupil subgroups, all of
37 the charter school's pupil subgroups, in regard to one or more state
38 or school priority identified in the charter pursuant to subparagraph
39 (A) of paragraph (5) of subdivision (b) of Section 47605 or
40 subparagraph (A) of paragraph (5) of subdivision (b) of Section

1 47605.6, in three out of four consecutive school years, all of the
2 following shall apply:

3 (1) Using an evaluation rubric adopted by the state board
4 pursuant to Section 52064.5, the chartering authority shall provide
5 technical assistance to the charter school.

6 (2) At the request of the chartering authority, the California
7 Collaborative for Educational Excellence may, after consulting
8 with the Superintendent, and with the approval of the state board,
9 provide advice and assistance to the charter school pursuant to
10 Section 52074.

11 (b) A chartering authority shall consider for revocation any
12 charter school to which the California Collaborative for Educational
13 Excellence has provided advice and assistance pursuant to
14 subdivision (a) and about which it has made either of the following
15 findings, which shall be submitted to the chartering authority:

16 (1) That the charter school has failed, or is unable, to implement
17 the recommendations of the California Collaborative for
18 Educational Excellence.

19 (2) That the inadequate performance of the charter school, based
20 upon an evaluation rubric adopted pursuant to Section 52064.5, is
21 either so persistent or so acute as to require revocation of the
22 charter.

23 (c) A chartering authority shall comply with the hearing process
24 described in subdivision (g) of Section 47607 in revoking a charter.
25 A charter school may not appeal a revocation of a charter made
26 pursuant to this section.

27 SEC. 9. Section 47607.5 of the Education Code is repealed.

28 SEC. 10. Section 47613 of the Education Code is amended to
29 read:

30 47613. (a) Except as set forth in subdivision (b), a chartering
31 authority may charge for the actual costs of supervisory oversight
32 of a charter school not to exceed 1 percent of the revenue of the
33 charter school.

34 (b) A chartering authority may charge for the actual costs of
35 supervisory oversight of a charter school not to exceed 3 percent
36 of the revenue of the charter school if the charter school is able to
37 obtain substantially rent free facilities from the chartering authority.

38 (c) A local educational agency that is given the responsibility
39 for supervisory oversight of a charter school, pursuant to
40 paragraph (1) of subdivision (k) of Section 47605, as it read on

1 January 1, 2019, may charge for the actual costs of supervisorial
2 oversight, and administrative costs necessary to secure charter
3 school funding. A charter school that is charged for costs under
4 this subdivision may not be charged pursuant to subdivision (a)
5 or (b).

6 (d) This section does not prevent the charter school from
7 separately purchasing administrative or other services from the
8 chartering authority or any other source.

9 (e) For purposes of this section, “chartering authority” means
10 a school district or a county board of education.

11 (f) For purposes of this section, “revenue of the charter school”
12 means the amount received in the current fiscal year from the local
13 control funding formula calculated pursuant to Section 42238.02,
14 as implemented by Section 42238.03.

15 (g) For purposes of this section, “costs of supervisorial
16 oversight” include, but are not limited to, costs incurred pursuant
17 to Section 47607.3.

18 SEC. 11. If the Commission on State Mandates determines
19 that this act contains costs mandated by the state, reimbursement
20 to local agencies and school districts for those costs shall be made
21 pursuant to Part 7 (commencing with Section 17500) of Division
22 4 of Title 2 of the Government Code.



FACT SHEET

AB 1505 (O'Donnell, Bonta, McCarty & Smith)
Charter School Authorization, Appeals and Renewal

SUMMARY

This measure makes necessary and timely reforms to charter school authorization, appeals and renewals in the following ways:

- Authorizes, rather than requires, school districts to approve charter school petitions.
- Authorizes a charter petition to be denied if the charter would have a negative financial, academic, or facilities impact on a neighborhood school or the authorizer.
- Authorizes county-wide benefit charters, with district approval.
- Eliminates state-wide benefit charters.
- Establishes a limited appeal process only to the county office of education for charter petitions, renewal & revocation.
- Requires charter schools authorized by the state board to apply for renewal with their local school district.
- Authorizes charter renewals of 2-5 years and requires schools identified for technical assistance to be renewed for less than 5 years.
- Clarifies that charter school teachers must have the required credential for their assignment.
- Requires consideration of a charter school's financial stability during renewal.
- Eliminates the requirement that academics be the highest priority during renewal and revocation.
- Requires charter schools to be identified for technical assistance, and receive technical assistance from the charter authorizer on the same timeline as school districts.
- Requires the SPI to make recommendations on academic criteria relating to charter renewals and revocations.

PROBLEM

The Charter Schools Act has largely been untouched since it was enacted in 1992. School districts have been required to approve charter schools unless the charter petition fails to adequately address the required elements. This has led to unprecedented growth of charter schools in California. Today, charter schools outnumber school districts in this state.

School districts currently have limited options in regards to authorizing, renewing, and revoking charter schools. This bill will allow authorizers to consider whether a charter will have a negative fiscal, academic or facilities impact on a neighborhood public school, a school district or county office of education. This bill seeks to strengthen the ability of charter authorizers to hold charter schools accountable for academic and fiscal outcomes. Further, charter authorizers that have oversight responsibilities over schools outside their jurisdiction have unique challenges to providing proper oversight. Appropriate oversight is best done when the authorizer is close to the school.

SOLUTION

It is time for a correction in state law to return charter school authorization and oversight to communities where the charter schools are located.

This measure ensures that charter schools are authorized and overseen by school districts and county offices of education, who are the elected officials that best understand the educational needs of their local students, thus improving proper oversight. The recent practices of county offices of education and the State Board of

Updated 3/25/2019



FACT SHEET

AB 1505 (O'Donnell, Bonta, McCarty & Smith)
Charter School Authorization, Appeals and Renewal

Education in overturning charter petitions by local school boards is undermining the local communities and hurts students. Collaboration is critical to ensuring student success. Rather than a willing partner, too many school districts have felt that charter schools were administratively forced into their jurisdiction. When a charter school is willingly approved in a school community, there is far greater opportunity to share best practices and cooperate in order to better serve diverse student needs. The bill gives school districts greater authority to choose which charter schools are approved in their community.

Further, this bill clarifies oversight responsibilities by requiring districts to consider the financial stability of the charter school during renewal. Most charter schools that close abruptly are in fiscal distress. AB 1505 permits consideration of charter school financial stability in the renewal process so that a school district can identify and respond to a problem before it becomes an emergency.

Lastly, the bill corrects an inconsistency in the law, and requires that charter schools receive valuable technical assistance on the same timeline as currently provided for school districts, when they are facing academic challenges.

STAFF CONTACT

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Chelsea.kelley@asm.ca.gov

Updated 3/25/2019

Laguna Beach Unified School District

20. ACTION

April 23, 2019

Approval: Teacher on Special Assignment (TOSA) - Special Education Job Description

Proposal

Staff proposes the Board of Education approve the job description for Teacher on Special Assignment (TOSA) - Special Education.

Background

On September 26, 2017, the Board of Education approved a Study Agreement with the Fiscal Crisis Management and Assistance Team (FCMAT) for Special Education review to assess the district's implementation of programs, staffing, systems, and efficiencies. The District received the FCMAT recommendations and supports and requires designated staff to effectively support the implementation of prioritized FCMAT recommendations, which are included in the essential duties of the job description.

This two-year position will support the implementation of recommendations from FCMAT. Current enrollment projections indicate that the District is able to utilize an existing staff member for this position.

Budget Impact

There is no impact to the District budget since existing staff will be utilized.

Recommended Action

Staff recommends the Board of Education approve the job description for Teacher on Special Assignment (TOSA) - Special Education.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Job Description: Teacher on Special Assignment: Special Education

BASIC FUNCTION:

The Teacher on Special Assignment –Special Education, under the supervision of the Director, Special Education, will assist in district efforts to implement approved department recommendations. The TOSA-Special Education will collaborate with teachers to build effective instructional practices as well as consistent procedural practices.

ESSENTIAL DUTIES:

- Models instructional strategies and coaches staff members in the integration of research based instructional strategies.
- Provides information services and resources to assist special education staff in their knowledge and educational needs related to the students they serve.
- Lead ongoing training with general ed and special education teachers in the implementation of accommodations and modifications for students.
- Support staff in the implementation of determining the need for Special Circumstance Instructional Assistants and shared Aide support.
- Meet with special education teachers quarterly to assess progress towards goals of students who receive special education services.

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:

- Special education laws and SELPA procedures;
- Special education student information systems;
- Best practices in working with students with various learning differences;
- Curriculum development and program design as it relates to PreK-12 instruction;
- Effective behavior strategies;
- Defensible assessments, protocols and report writing;
- Collaboration techniques;
- Modern technology practices for office and instructional use.

Ability to:

- Communicate effectively in oral and written form, clearly and persuasively;
- Establish and maintain cooperative and effective working relationships with others;
- Develop and maintain relationships with SELPA staff and other local agencies supports students with disabilities;
- Organize, evaluate and analyze data and plan actions based on the data collected;
- Serve as a resource in classroom management, curriculum, instruction, assessment, and technology for instructional staff;
- Effectively present and facilitate staff trainings;
- Organize time and information;
- Follow-through on assigned tasks;
- Successfully handle multiple projects concurrently;
- Work effectively as a team member;
- Meet schedules and timelines.

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:**

- Bachelor's Degree including a valid California teaching credential authorizing service in special education;
- Minimum of three years teaching experience;
- Proficient user of technology, including the special education student information system.

Certification/Licenses Required:

- Valid California teaching credential authorizing service in special education programs
- 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: 10 months

Salary Range: Prorated Certificated Salary Schedule

21. ACTION

April 23, 2019

Approval: **Approval of an Independent Contractor Agreement with Thinking Maps® for *Path to Proficiency for English Language Learners* Teacher Training, in an Amount Not-to-Exceed \$25,775.00**

Proposal

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

Background

Path to Proficiency for English Language Learners is designed for educators who have been trained in Thinking Maps® and who desire to lead their schools or learning communities in acquiring additional information about how the Maps can be extended and adapted to meet all English language proficiency levels. LBUSD has hosted this optional training during the 2016-17, 2017-18 and 2018-19 school years, and it has been well received by teachers.

Participants in the training will learn to:

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

The facilitation of the Path to Proficiency training will be done in two sessions. The initial training will be held during the summer on August 13 – 15, 2019, for approximately 15 teachers. Teachers will be paid at the non-instructional hourly rate for their attendance. The follow-up training days will be held on November 19 - 20, 2019, and will give teachers strategies for supporting second language learners and build an understanding of how to teach language and scaffold learning objectives.

Budget Impact

The cost for this training is not-to-exceed \$25,775.00 which includes the following: consultant pay of \$11,250.00 (\$2,250.00 per day); approximately \$2,500.00 in travel expenses; approximately \$2,025.00 for training materials; and approximately \$10,000.00 in hourly teacher/instructional assistant pay for attendance during the summer.

Recommended Action

Staff recommends the Board of Education approve an Independent Contractor Agreement with Thinking Maps® for *Path to Proficiency for English Language Learners*, to provide strategies to teachers for supporting their students who are English Learners in an Amount Not-to-Exceed \$25,775.00

SPECIAL CONTRACTUAL AGREEMENT FOR Purchase of Consulting Services and Materials



Contract Number: 11352 (will appear on your invoices for these days)

This agreement entered into on 10/25/2018, by and between the Contractor, Thinking Maps Inc., and the Customer:

Laguna Beach Unified School District

550 Blumont Street

Laguna Beach, CA 92651

The Contractor shall perform services for and provide materials to the Customer according to the enclosed proposal (if requested as an enclosure). The Customer will submit a purchase order to the Contractor for materials prior to shipment of materials and prior to consultative services being performed.

The Customer agrees to pay the Contractor within 30 (thirty) days upon receipt of an invoice for completion of each day of consultative service in the amount of **\$2,250.00** per day for a total of **5** day(s) plus any travel related expenses listed at the end of this contract. The following dates are scheduled: **8/13/2019, 8/14/2019, 8/15/2019, 11/19/2019, 11/20/2019.** Please be aware that should any fraction of a contracted day be performed, the day will be billed as a full day.

The Contractor shall commence performance of this agreement on **8/13/2019** . Any changes to dates on this agreement must be performed no later than **10/25/2019.**

Cancellation / Date Change Policy

Ten (10) business days advance notice in writing via email (dan@thinkingmaps.com) or fax (919-678-8782) is required for any contract cancellations or date changes. If the Customer cancels the contract or changes a scheduled training date within 10 business days of the contracted date, the Customer will be billed for all consultant fees, unless the cancellation or change is the result of "acts of God" or *force majeure*.

When airfare is required, a 30 calendar day notice in writing via email (dan@thinkingmaps.com) or fax (919-678-8782) is required for any contract cancellations or date changes. If the date is changed within 30 calendar days of the contracted date, the school/district will be responsible for any increased cost in the airline ticket cost if incurred by contractor.

**Special Contractual Agreement for
Purchase of Consulting Services and Materials**

Contract #: 11352

Consultant Name: Ms. Hortencia Piña

Description of Training: Thinking Maps: A Path to Proficiency
for ELL Facilitator's Training

Customer Name (Please print or type name of entity)

Federal Identification Number

Customer Address

Signature

City • State • Zip

Print Name and Title

Phone Number

Date

Email

Thinking Maps Inc.

Federal I.D. #: 56-1717372

401 Cascade Pointe Lane



Cary, North Carolina 27513

Signature: Dan Courtney
Office Manager
dan@thinkingmaps.com

10/25/2018

Date

***Travel Expenses for this contract will be Roundtrip Airfare from TX
(2 trips)**

****Note: The only travel expense that Thinking Maps Inc charges is for airline tickets and
baggage fees****

Please mail or fax a signed copy of this contract within 15 business days
from (**10/25/2018**) to:

Thinking Maps Inc.
401 Cascade Pointe Lane
Cary, NC 27513
Fax: (919) 678-8782

Laguna Beach Unified School District

22. ACTION

April 23, 2019

Approval: Purchase Agreement with Solution Tree for the 2019-20 School Year in an Amount Not-to-Exceed \$6,500.00

Proposal

Staff proposes the Board of Education approve the Purchase Agreement with Solution Tree for speaker, Brian Butler, to present to principals and teacher leads at the Instruction Meeting on May 9, 2019. The cost of this speaker is not-to-exceed \$6,500.00.

Background

Instructional Services has invited Brian Butler, a highly recommended consultant with Solution Tree, to work with our principals and teacher leads as we begin to plan for the 2019-20 school year. Mr. Butler's expertise will support the meeting topics which include discussion around continuous improvement, Essential Learning Outcomes (ELOs), and aligning formative assessments.

Mr. Butler's expertise was developed while serving in leadership roles as assistant principal and principal in Fairfax County, Virginia. He led his staff to high levels of collaboration—an approach he shares with parent groups, teachers, schools, and administrators to encourage teamwork among stakeholders. Under his leadership, Mason Crest Elementary received Solution Tree's first annual DuFour Award in 2016. The honor, named after PLC at Work™ architect Richard DuFour, credits high-performing PLCs that demonstrate exceptional levels of student achievement. The school received \$25,000 as part of the award.

Budget Impact

The consulting cost for this speaker for our May 9, 2019 professional development day is \$6,500.00. This cost will be paid out of site professional development funds.

Recommended Action

Staff recommends the Board of Education approve the Purchase Agreement with Solution Tree for speaker, Brian Butler, to present at the Instruction Meeting on May 9, 2019.

**Solution Tree, Inc.
Purchase Agreement**

Effective April 12, 2019, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Laguna Beach Unified School District ("Customer") located at 550 Blumont St Laguna Beach, CA US 92651 agree as follows:

1. **Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Onsite Professional Development	\$6,500.00
Total	\$6,500.00

2. **Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the Onsite Professional Development amount will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$1,300.00	Upon execution of Agreement
Onsite Professional Development	\$5,200.00	May 9, 2019

3. **Onsite Professional Development**

- 3.1. **Description of Services:** Solution Tree agrees to provide a speaker, Brian Butler ("Associate"), to disseminate information for Customer on the topic of *PLC at Work®* on May 9, 2019.
- 3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- 3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. **General Terms**

- 4.1. **Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated



reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

4.2. Force Majeure: If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.

4.3. Termination: Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.

a. Onsite Professional Development: If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Onsite Professional Development Services.

4.4. Entire Agreement: This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

Alysia Odipo
Assistant Superintendent, Instruction/Curriculum
Laguna Beach Unified School District

Date

Ali Cummins
Associate Director of Professional Development
Solution Tree, Inc.

Date

Please email this Agreement to Shira Flax at shira.flax@solutiontree.com or fax to 866.308.3135.

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact: _____

Title: _____

Phone: _____

Email: _____

Cell #: _____

Fax: _____

Who will receive and pay the invoices?

Contact: _____

Title: _____

Phone: _____

Email: _____

Fax: _____

Shipping Information (required for resource delivery)

Shipping Contact: _____

Shipping Address: _____

City, State, Zip: _____

Phone: _____

Delivery Date: _____

Delivery Times: _____

- Choose one:
- ☐ Do you have a Delivery Dock?
 - ☐ Do you have double doors (for pallet)?
 - ☐ Do you require inside delivery?

Laguna Beach Unified School District

23. ACTION

April 23, 2019

Approval: Board Policies - Second Read

Proposal

On March 18, 2019, the Board held a Board Policy Workshop wherein several Board bylaws and policies were reviewed and discussed for potential additions, revisions, and deletions. On March 26, 2019, the Board received each of the policies listed below for a first reading. The following policies were approved to move forward for a second reading and final approval.

Policy Number	Description	Recommendation
3001	Financial	Approve
3270	Sale and Disposal of Books	Approve
3290	Gifts, Grants, and Bequests	Approve
4151/4251/4351	Employee Compensation	Approve (Replaces 4403 & 4404)
4403	Salary Checks and Deductions	Delete
4404	Salary Rules	Delete
4154/4254/4354	Health and Welfare Benefits	Approve (Replaces BP 4208 & 4405)
4208	Health and Welfare Benefits	Delete
4405	Health and Welfare Benefits	Delete
4157/4257/4357	Employee Safety	Approve (Replaces BP 4011, 4012, & 4209)
4011	Employee Safety and Protection	Delete
4012	Injury and Illness Prevention	Delete
4209	Employee Safety and Protection	Delete
4216	Probationary/Permanent Status	Approve
5113	Absences and Excuses	Approve (Replaces BP 5008)
5008	Absences for Religious Purposes	Delete
5127	Graduation Ceremonies/Activities	Approve
5141.52	Suicide Prevention	Approve
6145.2	Athletic Competition	Approve
6145.6	International Exchange	Approve (Replaces BP 5043)
5043	Foreign Exchange Students	Delete
6146.4	Differential Graduation and Competency Standards	Approve

Recommended Action

Staff recommends the Board approve the policies as listed.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

FINANCIAL RESERVES

BP 3001

Business and Noninstructional Operations

- A. Pursuant to Resolution No. 00-04 adopted by the Governing Board of the Laguna Beach Unified School District on November 14, 2000, the Governing Board determined that it is fiscally prudent to establish a reasonable reserve to mitigate revenue volatility and to plan for future expenditures. Therefore, the Governing Board has determined that its Financial Reserves shall be composed of the following components within the General Fund and Special Reserve Funds:
1. A State mandated General Fund Reserve for uncertainty which is currently legally required to be maintained at least three percent (3%) of the District's current annual budget;
 2. A Reserve for Economic Uncertainty which shall be an additional two percent (2%) of the total General Fund Reserve for uncertainty described in subparagraph 1 above;
 3. Routine Restricted Maintenance Account (RRMA) under the School Facility Grant Program generally requiring a deposit of a minimum of 3% of the total general fund expenditures for each fiscal year, including other financing uses for the applicable fiscal year. With the elimination of the Deferred Maintenance Grant, the RRMA will increase to incorporate the deferred maintenance projects. Under resolution No. 00-02, the RRMA will maintain a 4% reserve balance in the General Fund.
 4. A Facilities Repair and Replacement Plan (FRRP) Reserve, a restricted account based on a twenty-year projection of the cost of facility construction, repair, maintenance, and modernization. The reserve will be adjusted periodically for cost escalation in the original plan;
 5. A Basic Aid Differential Reserve to be maintained in perpetuity based on annual recommendations to the Governing Board on the amount of the annual contribution to this reserve necessary to maintain this level of funding. A Basic Aid Differential is the cost of maintaining the District's budget for a period of one year if funded at the Local Control Funding Formula (LCFF). Committed reserves in subfunds under the Special Reserve for Capital Outlay (Fund 40) may also be considered in the differential calculation. Caution: If onetime projects reduce reserves below two-thirds of the Basic Aid Differential, a plan should be developed to determine when reserves are projected to recover above that level.
 6. Aliso Property Reserve for the accelerated option under the Option to Re-purchase Agreement with National Church Residences of Laguna Beach. The agreement extends until 2041, but allows for the payoff of the Housing and Urban Development (HUD) loan and transfer of the grant deed in case of default. The executed grant deed is held in custody trust at U.S. Bank.
 7. A Capital Improvement Plan (CIP) Reserve, separate and distinct from the FRRP, to provide for the establishment of prioritized projects in a 10-year plan;
 8. A Reserve for Specific Designations which shall be established by the Board annually based on actual anticipated expenditures.

- B. The Reserve for Specific Designations shall be annually reevaluated when financial information regarding actual anticipated expenditures demonstrates that prudent financial management requires an allocation to this Reserve or reallocation from it.
- C. The annual establishment of the funding levels of the above components of the District's Financial Reserves funds and any periodic adjustment to the funding levels of those components shall occur only after a public hearing is held and before the adoption of the annual budget by the Governing Board.
- D. Following the adoption of the District's annual budget by the Governing Board, any subsequent action by the Board to appropriate or reallocate any of the reserve funds from either the State mandated General Fund, Reserve for Economic Uncertainty or the Facility Repair and Replacement Reserve shall require that four-fifths of all of the members of the Governing Board vote to approve such action.
- E. The Board requires that the Reserve for Specific Planned Designation shall not be included in the Reserve for Economic Uncertainty as such reserve is defined by the Governmental Accounting Standards Board.
- F. In September of each school year, the Assistant Superintendent of Business shall present a status report and recommendations to the Governing Board for the allocation of funds to the General Fund Reserve, the Basic Aid Differential Reserve, the Facility Repair and Replacement Plan Reserve, the Aliso Property Reserve, and the Capital Improvement Plan Reserve.

Legal Reference:

Education Code section 17070.75

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

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

Revised: : May 25, 2010

Revised: May 28, 2013

Revised: February 11, 2014

Revised: November 9, 2015

Policy Reapproved-No Revisions: February 9, 2016

Revised:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

SALE AND DISPOSAL OF BOOKS, EQUIPMENT AND SUPPLIES

BP 3270

Business and Noninstructional Operations

The Governing Board recognizes its fiscal responsibility to maximize the use of district equipment, supplies, instructional materials, and other personal property while providing up-to-date resources that facilitate student learning and effective district operations. When the Board, upon recommendation of the Superintendent or designee, declares any district-owned personal property unusable, obsolete, or no longer needed, the Board shall determine the estimated value of the property and shall decide whether the property will be donated, sold, or otherwise disposed of as prescribed by law and administrative regulation.

The Board shall approve the price and terms of any sale or lease of personal property of the district.

If the Board members who are in attendance at a meeting unanimously agree that the property, whether one or more items, does not exceed \$2,500 in value, the property may be sold without advertising for bids.

If the Board members who are in attendance at a meeting unanimously find that the value of the property is insufficient to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the Board or may be disposed of in the local public dump.

Instructional materials shall be considered obsolete or unusable by the district if they have been replaced by more recent editions or new materials selected by the Board, are not aligned with the district's academic standards or course of study, and have no foreseeable value in other instructional areas. Such materials may be sold or donated if they continue to serve educational purposes that would benefit others outside the district. Instructional materials are not appropriate for sale or donation if they meet any of the following criteria:

1. Contain information rendered inaccurate or incomplete by new research or technologies
2. Contain demeaning, stereotyping, or patronizing references to any group of persons protected against discrimination by law or Board policy
3. Are damaged beyond use or repair

The Superintendent or designee shall establish procedures to be used whenever the district sells equipment or supplies originally acquired under a federal grant or subgrant. Such procedures shall be designed to ensure the highest possible return.

Legal Reference:

EDUCATION CODE

17540-17542 Sale or lease of personal property by one district to another

17545-17555 Sale of personal property

35168 Inventory, including record of time and mode of disposal

60510-60530 Sale, donation, or disposal of instructional materials

GOVERNMENT CODE

25505 District property; disposition; proceeds

CODE OF REGULATIONS, TITLE 5

3944 Consolidated categorical programs, district title to equipment

3946 Disposal of equipment purchased with state and federal consolidated application funds

UNITED STATES CODE, TITLE 40

549 Surplus property

CODE OF FEDERAL REGULATIONS, TITLE 2

200.0-200.521 Federal uniform grant guidance

Date Board Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

GIFTS, GRANTS, AND BEQUESTS

BP 3290

Business and Noninstructional Operations

The Governing Board may accept any gift, grant, or bequest of money, property, or service to the district from any individual, organization, foundation, or public or private agency that desires to support the district's educational program. While greatly appreciating suitable donations, the Board shall reject any gift which may directly or indirectly impair its authority to make decisions in the best interest of district students or its ability or commitment to provide equitable educational opportunities.

Before accepting any gift, grant, or bequest, the Board shall carefully consider any conditions or restrictions imposed by the donor to ensure their consistency with the district's vision, philosophy, and operations. If the Board believes the district will be unable to fully satisfy the donor's conditions, the gift shall not be accepted.

In addition, the Board shall ensure that acceptance of the gift, grant, or bequest does not:

1. Involve creation of a program which the Board would be unable to sustain when the donation is exhausted
2. Entail undesirable or excessive costs
3. Promote the use of violence, drugs, tobacco, or alcohol
4. Advertise or endorse the use of non-nutritious food or beverages during the school day
5. Encourage or enable the violation of any law or district policy
6. Imply endorsement of any business or product or unduly commercialize or politicize the school environment

Any gift of books or instructional materials may only be accepted if they meet district criteria for selection of instructional materials.

When any gift of money received by the district is not immediately used, it shall be placed in the county treasury in accordance with law.

The Superintendent or designee shall annually provide a report to the Board indicating the gifts, grants, and/or bequests received on behalf of the district in the preceding fiscal year. The report shall include a statement of account and expenditure of all gifts of money and an inventory of all gifts of physical assets.

Corporate Sponsorship

The Superintendent or designee may enter into an agreement or arrangement with an outside entity for the sponsorship of an educational, athletic, or other program or activity. When appropriate, the agreement may allow the outside entity to advertise or promote its business, product, or service in district publications or on district property or web sites.

Every sponsorship agreement shall be in writing and shall be approved by the Board. The Board shall ensure that the district's relationship and arrangement with the sponsor are consistent with the district's mission, values, and goals. Any advertising or promotional message, image, or other depiction to be used by the sponsor shall meet the standards set for commercial advertising on district property and in district-sponsored publications in accordance with BP 1325 - Advertising and Promotion.

Each sponsorship agreement shall contain statements including, but not limited to:

1. The purpose of the relationship with the sponsor, details of the benefits to the district, and how the benefits will be distributed
2. The duration of the agreement and the roles, expectations, rights, and responsibilities of the district and the sponsor, including whether and to what extent the sponsor is allowed to advertise or promote its products and/or services
3. The authority of the Board to retain exclusive right over the use of the district's name, logo, and other proprietary information and the requirement that the sponsor obtain prior approval of the Board before using such information
4. The prohibition against the collection or distribution of students' personal information except as allowed by law
5. The authority of the Board to terminate the agreement without any penalty or sanction to the district if the sponsor's message, business, or product becomes inconsistent with the district's vision, mission, or goals or the sponsor engages in any prohibited activity

Online Fundraising

Any person or entity who wishes to conduct an online fundraising campaign, including a crowdfunding campaign, for the benefit of the district, a school, or a classroom shall submit a written request for prior approval to the Superintendent or designee. Approval of requests shall take into consideration compatibility with the district's vision and goals, core beliefs, instructional priorities, and infrastructure; the manner in which donations are collected and distributed; equity of the use of funds; and any other factors deemed relevant or appropriate by the district.

Any person or entity approved to conduct an online fundraising campaign shall comply with relevant district policies and procedures, including ensuring financial transparency in describing the purpose and use of the funds and protecting student privacy as applicable. Such person or

entity shall specify that the district, rather than a staff member, classroom, or school, will own the funded resources.

Funds raised by an online fundraising campaign and donated to the district shall be subject to the same terms, criteria for acceptance, and accountability measures as any other donation as specified in this policy.

Appreciation

The Board may show appreciation for any donation to the district in any manner it deems appropriate. Conferment of any such honor shall be in accordance with applicable Board policy.

Legal Reference:

EDUCATION CODE

- 1834 Acquisition of materials and apparatus
- 35160 Powers and duties
- 35162 Power to sue, be sued, hold and convey property
- 41030 School district may invest surplus monies from bequest or gifts
- 41031 Special fund or account in county treasury
- 41032 Authority of school board to accept gift or bequest; investments; gift of land requirements
- 41035 Advisory committee
- 41036 Function of advisory committee
- 41037 Rules and regulations
- 41038 Applicability of other provisions of chapter

Date Board Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

EMPLOYEE COMPENSATION

BP 4151/4251/4351

Personnel

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits.

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel. These schedules shall comply with law and collective bargaining agreements and shall be printed and made available for review at the district office.

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for years of training and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach.

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

The Board shall determine the frequency and schedule of salary payments, including whether payments for employees who work less than 12 months per year will be made over the course of the school year or in equal installments over the calendar year.

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site.

Overtime Compensation

A district employee shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day or 40 hours in one work week. However, employees shall be exempt from overtime rules if they are employed as teachers or school administrators or if they qualify as being employed in an executive, administrative, or professional capacity and are paid a fixed salary at or above the salary level established by federal regulations.

Legal Reference:

EDUCATION CODE

45022-45061.5 Salaries, especially:

45023 Availability of salary schedule

45028 Salary schedule for certificated employees

45160-45169 Salaries for classified employees

45268 Salary schedule for classified service in merit system districts

GOVERNMENT CODE

3540-3549 Meeting and negotiating, especially:

3543.2 Scope of representation

3543.7 Duty to meet and negotiate in good faith

LABOR CODE

226 Employee access to payroll records

232 Disclosure of wages

510 Overtime compensation; length of work day and week; alternative schedules

UNITED STATES CODE, TITLE 26

409A Deferred compensation plans

UNITED STATES CODE, TITLE 29

201-219 Fair Labor Standards Act, especially:

203 Definitions

207 Overtime

213 Exemptions from minimum wage and overtime requirements

CODE OF FEDERAL REGULATIONS, TITLE 26

1.409A-1 Definitions and covered plans

CODE OF FEDERAL REGULATIONS, TITLE 29

516.4 Notice of minimum wage and overtime provisions

516.5-516.6 Records

541.0-541.710 Exemptions for executive, administrative, and professional employees

553.1-553.51 Fair Labor Standards Act; applicability to public agencies

COURT DECISIONS

Flores v. City of San Gabriel, 9th Cir., June 2, 2016, No. 14-56421

Date Board Policy Approved:

(Replaces BP 4403 and 4404)

Delete

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

V.

Board Policies Covering All Unrepresented Classified Employees

Board Policy No. 4403: **SALARY CHECKS AND DEDUCTIONS**

- A. **Paychecks**: Regular paychecks of employees shall be itemized to include: regular pay, other pay, gross pay, federal withholding tax, social security deduction, retirement deduction, and other miscellaneous deductions, including any health and welfare deductions.
- B. **Payroll Errors**: Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the District shall, within five (5) workdays following such determination, provide the employee pursuant to Education Code section 45167 with a statement of the correction and a supplemental payment drawn against any available funds.
- C. **Over-Payment Of Pay And Allowances**:
1. In the event of any over-payment of pay and allowances, the employee or the District shall notify the other as soon as practicable.
 2. In the event that the District learns of an overpayment, no deduction shall be made from any paycheck unless the employee is first notified about the specific reasons for the overpayment and the employee is given a reasonable opportunity to meet with a District representative to discuss the matter and present evidence in opposition to the finding of overpayment.
 3. Under no circumstances shall a deduction be made from any one paycheck that is greater than twenty-five per-cent (25%) of the employee's gross pay in a pay period. The sole exception to this rule shall be where an individual is no longer an employee of the District.
- D. **Payroll Adjustments**: Any payroll adjustment due an employee, including, but not limited to, vacation pay, working out of class, overtime, additional regular pay, or approved other reasons, shall be paid by regular payroll check following the payroll adjustment. The District will make every effort to ensure the adjustment is included in the regular payroll immediately following the circumstances requiring payroll adjustment.

Legal Reference:
Education Code Sections 45127, 45169

Date Policy Adopted By The Board: September 25, 2001

Delete

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

V.

Board Policies Covering All Unrepresented Classified Employees

Board Policy No. 4404: **SALARY RULES**

- A. **Regular Rate Of Pay:** The regular rate of pay for each position shall be in accordance with the rates established for each classification as provided for in the salary schedule adopted by the Board.
- B. **Salary Step Advancement:** Employees shall be eligible for a salary step advancement by completion of seventy-five percent of a fiscal year (July 1 - June 30) on each July 1. Regular advancement shall be based primarily on satisfactory job performance. The Superintendent shall investigate any evaluation report before denying an employee step advancement.
- C. **Promotions:** When an employee is assigned to a position in a classification with a higher maximum salary than his previous class, his salary shall be adjusted to the minimum (Step 1) of the new classification; provided, however, that if the minimum of the new classification is lower than his existing salary, he shall be assigned to a step in the new class which is the next higher dollar amount above his existing salary.
- D. **Reclassification:** When a job class is moved from one salary schedule classification to another, all employees whose positions are allocated to the class shall be adjusted to a corresponding step in the new classification.
- E. **Re-employment:** Pursuant to Education Code section 45309, any permanent classified employee who voluntarily resigns from a permanent classified position may be reinstated or re-employed by the Governing Board, within 39 months after his last day of paid service and without further competitive examination, to a position in the former employee's classification as a permanent or limited-term employee, or as a permanent or limited-term employee in a related lower class or a lower class in which the employee formerly had permanent status. If the Governing Board elects to reinstate or reemploy a person as a permanent employee under the provisions of this Board Policy, it shall disregard the break in service of the employee and classify that employee as, and restore to that employee all of the rights, benefits and burdens of a permanent employee in the class to which that employee is reinstated or reemployed.

Legal Reference:
Education Code sections 45160, 45309

Date Policy Adopted By The Board: September 25, 2001

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

HEALTH AND WELFARE BENEFITS

BP 4154/4254/4354

Personnel

The Governing Board recognizes that health and welfare benefits are essential to promote employee health and productivity and are an important part of the compensation offered to employees. The district shall provide health and welfare benefits for employees in accordance with state and federal law and subject to negotiated employee agreements.

Certificated management, administrative, and supervisory employees who are not in bargaining units shall receive the same health and welfare benefits as those specified in the collective bargaining agreement for certificated employees. Classified management, administrative, and supervisory employees who are not in bargaining units shall receive the same health and welfare benefits as those specified in the collective bargaining agreement for classified employees.

For purposes of granting benefits, a registered domestic partner and their child shall have the same rights, protections, and benefits as a spouse and spouse's child.

The district shall offer full-time employees who work an average of 30 hours or more per week and their dependents up to age 26 years a health insurance plan that includes coverage for essential health benefits, pays at least 60 percent of the medical expenses covered under the terms of the plan, and meets all other requirements of the federal Patient Protection and Affordable Care Act.

With respect to eligibility to participate in the health benefits plan or the level of health benefits provided, the district shall not discriminate in favor of employees who are among the highest paid 25 percent of all district employees.

Continuation of Coverage

Retired certificated employees, other employees who would otherwise lose coverage due to a qualifying event specified in law and administrative regulation, and their qualified beneficiaries may continue to participate in the district's group health and welfare benefits in accordance with state and federal law.

Unless otherwise provided for in the applicable collective bargaining agreement, covered employees and their qualified beneficiaries may receive continuation coverage by paying the premiums, dues, and other charges, including any increases in premiums, dues, and costs incurred by the district in administering the program.

Confidentiality

The Superintendent or designee shall not use or disclose any employee's medical information the district possesses without the employee's authorization obtained in accordance with Civil Code 56.21, except for the purpose of administering and maintaining employee benefit plans and for other purposes specified in law.

Legal Reference:

EDUCATION CODE

7000-7008 Health and welfare benefits, retired certificated employees

17566 Self-insurance fund

35208 Liability insurance

35214 Liability insurance (self-insurance)

44041-44042 Payroll deductions for collection of premiums

44986 Leave of absence, state disability benefits

45136 Benefits for classified employees

CIVIL CODE

56.10-56.16 Disclosure of information by medical providers

56.20-56.245 Use and disclosure of medical information by employers

FAMILY CODE

297-297.5 Rights, protections and benefits under law; registered domestic partners

300 Definition of marriage

GOVERNMENT CODE

12940 Discrimination in employment

22750-22944 Public Employees' Medical and Hospital Care Act

53200-53210 Group insurance

HEALTH AND SAFETY CODE

1366.20-1366.29 Cal-COBRA program, health insurance

1367.08 Disclosure of fees and commissions paid related to health care service plan

1373 Health services plan, coverage for dependent children who are full-time students

1373.621 Continuation coverage, age 60 or older after five years with district

1374.58 Coverage for registered domestic partners, health service plans and health insurers

INSURANCE CODE

10116.5 Continuation coverage, age 60 or older after five years with district

10128.50-10128.59 Cal-COBRA program, disability insurance

10277-10278 Group and individual health insurance, coverage for dependent children

10604.5 Annual disclosure of fees and commissions paid

12670-12692.5 Conversion coverage

LABOR CODE

2800.2 Notification of conversion and continuation coverage

4856 Health benefits for spouse of peace officer killed in performance of duties

UNEMPLOYMENT INSURANCE CODE

2613 Education program; notice of rights and benefits

UNITED STATES CODE, TITLE 1

7 Definition of marriage, spouse

UNITED STATES CODE, TITLE 26

105 Self-insured medical reimbursement plan; definition of highly compensated individual

4980B COBRA continuation coverage

4980H Penalty for noncompliance with employer-provided health care requirements

5000A Minimum essential coverage

6056 Report of health coverage provided to employees

UNITED STATES CODE, TITLE 29

1161-1168 COBRA continuation coverage

UNITED STATES CODE, TITLE 42

300gg-300gg95 Patient Protection and Affordable Care Act, especially:

300gg-16 Group health plan; nondiscrimination in favor of highly compensated individuals
1395-1395g Medicare benefits
CODE OF FEDERAL REGULATIONS, TITLE 26
54.4980B-1-54.4980B-10 COBRA continuation coverage
54.4980H-1-54.4980H-6 Patient Protection and Affordable Care Act
1.105-11 Self-insured medical reimbursement plan
CODE OF FEDERAL REGULATIONS, TITLE 45
164.500-164.534 Health Insurance Portability and Accountability Act (HIPAA)

Date Board Policy Adopted:
(Replaces BP 4208 and BP 4405)

Delete

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

III.

Board Policies Covering All Unrepresented Certificated Employees

Board Policy No. 4208: **HEALTH AND WELFARE BENEFITS**

- A. The District provides health and welfare benefit coverage for eligible full-time probationary and permanent certificated employees. The Superintendent may approve pro-rated benefits for less than full-time eligible employees. The District retains the right to change or modify any current benefits to implement cost containment measures or cost saving provisions.
- B. Domestic Partners
1. Commencing July 1, 2001, eligible employees of the District may receive paid health (medical, dental and vision) benefits for their domestic partners, upon written request, subject to any legal restrictions and the policies of the District's health care providers and carriers, and subject to the requirements in this Board Policy. Eligible employees for purposes of this Board Policy are those regular employees who are currently eligible for health benefits under other existing Board Policy. This Board Policy shall be applicable only to those eligible employees not in a bargaining unit represented by an exclusive bargaining representative.
 2. The term "domestic partner" for purposes of this Board Policy shall have the same meaning as that definition in Family Code section 297 added by Chapter 588 of the Statutes of 1999. The law defines domestic partners as "two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring." In California, and also under this Board Policy, a domestic partnership shall be established when **all** of the following requirements are met:
 - a. Both partners have a common residence. The term "common residence" means that both domestic partners share the same residence. It is not necessary that the legal right to possess the common residence be in both of their names. Two people have a common residence even if one or both have additional residences. Domestic partners do not cease to have a common residence if one leaves the common residence but intends to return.
 - b. Both persons agree to be jointly responsible for each other's basic living expenses incurred during the domestic partnership. The term "basic living expenses" means shelter, utilities, and all other costs directly related to the maintenance of the common household of the common residence of the domestic partners. It also means any other cost, such as medical care, if some or all of the cost is paid as a benefit because a person is another person's domestic partner. The term "joint responsibility" means that each partner agrees to provide for the other partner's basic living expenses if the partner is unable to provide for himself or herself.
 - c. Neither person is married nor a member of another domestic partnership.

- d. The two persons are not related by blood in any way that would prevent them from being married to each other in California.
 - e. Both persons are at least eighteen years of age.
 - f. Both persons are capable of consenting to the domestic partnership.
 - g. Neither person has filed a Declaration of Domestic Partnership with the California Secretary of State pursuant to applicable law which has not been terminated pursuant to applicable law.
 - h. Both persons have filed a Declaration of Domestic Partnership with the City of Laguna Beach or California Secretary of State pursuant to applicable law and the partnership has not been terminated.
- 3. Domestic partners of eligible employees shall receive health benefits under this Board Policy only if all requirements in provision B are met, **and** the District receives a copy of the registered form of the Declaration of Domestic Partnership which has been returned to the domestic partners from the City of Laguna Beach or California Secretary of State (Family Code section 298.5). The District may require verification and/or evidence of compliance in addition to receipt of a copy of the registered form of the Declaration of Domestic Partnership. The burden of proof is on the eligible employee seeking health benefits for his or her domestic partner.
 - 4. Eligible employees who do obtain health benefits for their domestic partners pursuant to Board Policy shall immediately notify the District in writing whenever the domestic partnership is terminated. (Family Code section 299).
 - 5. It is the intent of the Board that this Board Policy be consistent with current law. Any part of this Board Policy which is not consistent with current law shall be void. Any changes in applicable law which impacts this Board Policy shall automatically modify this Board Policy to ensure consistency.
 - 6. Changes in domestic partnerships may not be filed more frequently than annually.
 - 7. The District is not liable for any tax consequences that accrue pursuant to this policy.

Legal Reference:

Family Code sections 297, 298, 298.5, 299, 299.5, 299.6

Government Code sections 22867, 22868, 22869, 22871, 22871.1, 22871.2, 22871.3, 22872, 22873, 22874, 22875, 22876, 22877, 53200, 53201, 53202, 53206, 53205.1

Date Policy Adopted By The Board: September 11, 2001

Delete

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

V.

Board Policies Covering All Unrepresented Classified Employees

Board Policy No. 4405: **HEALTH AND WELFARE BENEFITS**

- A. The District provides health and welfare benefit coverage for eligible full-time probationary and permanent certificated employees. The Superintendent may approve pro-rated benefits for less than full-time eligible employees. The District retains the right to change or modify any current benefits to implement cost containment measures or cost saving provisions.
- B. Domestic Partners
1. Commencing July 1, 2001, eligible employees of the District may receive paid health (medical, dental and vision) benefits for their domestic partners, upon written request, subject to any legal restrictions and the policies of the District's health care providers and carriers, and subject to the requirements in this Board Policy. Eligible employees for purposes of this Board Policy are those regular employees who are currently eligible for health benefits under other existing Board Policy. This Board Policy shall be applicable only to those eligible employees not in a bargaining unit represented by an exclusive bargaining representative.
 2. The term "domestic partner" for purposes of this Board Policy shall have the same meaning as that definition in Family Code section 297 added by Chapter 588 of the Statutes of 1999. The law defines domestic partners as "two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring." In California, and also under this Board Policy, a domestic partnership shall be established when **all** of the following requirements are met:
 - a. Both partners have a common residence. The term "common residence" means that both domestic partners share the same residence. It is not necessary that the legal right to possess the common residence be in both of their names. Two people have a common residence even if one or both have additional residences. Domestic partners do not cease to have a common residence if one leaves the common residence but intends to return.
 - b. Both persons agree to be jointly responsible for each other's basic living expenses incurred during the domestic partnership. The term "basic living expenses" means shelter, utilities, and all other costs directly related to the maintenance of the common household of the common residence of the domestic partners. It also means any other cost, such as medical care, if some or all of the cost is paid as a benefit because a person is another person's domestic partner. The term "joint responsibility" means that each partner agrees to provide for the other partner's basic living expenses if the partner is unable to provide for himself or herself.

- c. Neither person is married nor a member of another domestic partnership.
 - d. The two persons are not related by blood in any way that would prevent them from being married to each other in California.
 - e. Both persons are at least eighteen years of age.
 - f. Both persons are capable of consenting to the domestic partnership.
 - g. Neither person has filed a Declaration of Domestic Partnership with the California Secretary of State pursuant to applicable law which has not been terminated pursuant to applicable law.
 - h. Both persons have filed a Declaration of Domestic Partnership with the City of Laguna Beach or California Secretary of State pursuant to applicable law and the partnership has not been terminated.
3. Domestic partners of eligible employees shall receive health benefits under this Board Policy only if all requirements in provision B are met, **and** the District receives a copy of the registered form of the Declaration of Domestic Partnership which has been returned to the domestic partners from the City of Laguna Beach or California Secretary of State (Family Code section 298.5). The District may require verification and/or evidence of compliance in addition to receipt of a copy of the registered form of the Declaration of Domestic Partnership. The burden of proof is on the eligible employee seeking health benefits for his or her domestic partner.
 4. Eligible employees who do obtain health benefits for their domestic partners pursuant to Board Policy shall immediately notify the District in writing whenever the domestic partnership is terminated. (Family Code section 299).
 5. It is the intent of the Board that this Board Policy be consistent with current law. Any part of this Board Policy which is not consistent with current law shall be void. Any changes in applicable law which impacts this Board Policy shall automatically modify this Board Policy to ensure consistency.
 6. Changes in domestic partnerships may not be filed more frequently than annually.
 7. The District is not liable for any tax consequences that accrue pursuant to this policy.

Legal Reference:

Family Code sections 297, 298, 298.5, 299, 299.5, 299.6

Government Code sections 22867, 22868, 22869, 22871, 22871.1, 22871.2, 22871.3, 22872, 22873, 22874, 22875, 22876, 22877, 53200, 53201, 53202, 53206, 53205.1

Date Policy Adopted By The Board: September 25, 2001

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

EMPLOYEE SAFETY

BP 4157/4257/4357

Personnel

The Governing Board is committed to maximizing employee safety and believes that workplace safety is every employee's responsibility. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful.

The Board expects all employees to use safe work practices and, to the extent possible, correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, he/she shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

The Superintendent or designee shall establish and implement a written injury and illness prevention program in accordance with law.

The Superintendent or designee shall ensure the ready availability of first aid materials at district workplaces and shall make effective provisions, in advance, for prompt medical treatment in the event of an employee's serious injury or illness.

No employee shall be discharged or discriminated against for making complaints, instituting proceedings, or testifying with regard to employee safety or health or for participating in any occupational health and safety committee established pursuant to Labor Code 6401.7.

Legal Reference:

EDUCATION CODE

32030-32034 Eye safety

32225-32226 Communications devices in classrooms

32280-32289 School safety plans

44984 Required rules for industrial accident and illness leave of absence

GOVERNMENT CODE

3543.2 Scope of bargaining

LABOR CODE

3300 Definitions

6305 Occupational safety and health standards; special order

6310 Retaliation for filing complaint prohibited

6400-6413.5 Responsibilities and duties of employers and employees, especially:

6401.7 Injury and illness prevention program

CODE OF REGULATIONS, TITLE 8

3203 Injury and illness prevention program

3400 Medical services and first aid
5095-5100 Control of noise exposure
CODE OF FEDERAL REGULATIONS, TITLE 29
1910.95 Noise standards

Date Board Policy Approved:
(Replaced 4011, 4012 and 4209)

Delete

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

I.

Board Policies Covering All Employees

Board Policy No. 4011: **EMPLOYEE SAFETY AND PROTECTION**

- A. The District shall furnish a place of employment which is safe for employees pursuant to applicable law.
- B. The District shall not require any employee to be in a place of employment which is not safe. No employee shall leave the assigned work station without authorization of the Superintendent or Principal unless there is clearly an emergency. If an employee does leave the assigned work station because of an emergency, the employee will notify promptly the Superintendent or the Principal.
- C. All employees have a responsibility to advise the District immediately of any condition which a reasonable person would consider unsafe.
- D. An employee may, when necessary, use reasonable force in the performance of duties in the interests of self-protection. Such force must not exceed that which is needed to repel or protect from bodily injury. An employee also may take reasonable action for the protection of others and for the protection of District, student or employee property. Under such circumstances, an employee must exercise mature judgment and must act and react in a reasonable and prudent manner.

Legal Reference:
Labor Code sections 6300-6711

Date Policy Adopted By The Board: July 23, 2001

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

I.

Board Policies Covering All Employees

Board Policy No. 4012: INJURY AND ILLNESS PREVENTION PROGRAM

A. The District's Injury and Illness Prevention Program (IPP)

This comprehensive health and safety program is designed to identify and abate hazards in the workplace by preventing workplace accidents, injuries and illnesses in order to provide a safe and healthful place in which to work. This policy, along with other applicable District rules and regulations and practices, form the District's Injury and Illness Prevention Program. In order to be effective, this program will require the cooperation and support of all District employees.

B. Responsibility For Safety and Health

All employees of the District are responsible for working safely and maintaining a safe and healthful working environment.

C. Program Administrator

The District's Program Administrator is the Superintendent or designee. The Program Administrator is responsible for the overall implementation and maintenance of the District's Injury and Illness Prevention Program. The Program Administrator will:

1. Ensure that managers and supervisors are trained in workplace safety and are familiar with the safety and health hazards to which employees under their immediate supervision or control may be exposed, as well as applicable laws, regulations and District safety rules, policies, practices and procedures;
2. Ensure that employees are trained in accordance with this program;
3. Cause the periodic inspection of all District workplaces in order to identify, evaluate and abate workplace hazards;
4. Develop methods for abating workplace hazards;
5. Ensure that workplace hazards are abated in a timely and effective manner;
6. Ensure that reported workplace hazards, accidents, illnesses or injuries are investigated; and
7. Supervise the delegation of specific tasks required to be performed by the Program.

D. Hazard Assessment Control

1. Identification of Workplace Hazards

a. Periodic Scheduled Inspections

Work areas should be kept neat and orderly. Managers, supervisors, and employees are responsible for conducting daily, ongoing monitoring and inspection of their specific work areas. Additionally, the Program Administrator shall provide for specific inspections of workplace hazards in accordance with current applicable requirements and regulations.

b. Unscheduled Inspections

In addition to scheduled inspections and ongoing review, the Program Administrator will arrange for unscheduled, surprise inspections. The list of subjects for these inspections will be chosen randomly but with particular emphasis placed on maintenance, operations, warehouse, print shop, child nutrition, transportation and science and industrial arts and general housekeeping.

c. New Potential Hazards

The Program Administrator will arrange for an inspection and investigation of any new substance, process, procedure or equipment introduced into the workplace. The Program Administrator also will arrange for an inspection and investigation whenever the District is made aware of a new or previously unrecognized hazard.

d. Employee Reporting of Hazards

Employees are required to report immediately to their supervisors or the Program Administrator any unsafe condition or hazard which they discover in the workplace. Forms for reporting such hazards may be obtained in each work area or from the Program Administrator. The employment of any employee making a *bona fide* report of an unsafe condition or hazard in the workplace will not be adversely affected for making such a report. Employees who wish to remain anonymous may submit the required reporting form to the Program Administrator without signature.

2. Monitoring and Correcting Identified Potential Safety and Health Hazards

a. Identified Safety and Health Hazards

The Program Administrator shall keep a list of identified hazards and a written procedure for dealing with each hazard.

b. Newly Discovered Safety and Health Hazards

The Program Administrator shall develop a written procedure for identifying and correcting in a timely manner hazards newly identified through inspections or employee reports.

E. Emergencies

The Program Administrator shall prepare procedures to handle emergencies in the event of earthquakes, fires and other disasters.

F. District Safety Rules

District-wide safety rules as well as specific safety rules appropriate for each work area and position will be posted in each work area and on or near appropriate equipment. These rules will be communicated to employees by the methods prescribed in paragraph G.

G. Communicating With Employees On Safety And Health Issues

1. Safety Meetings

Safety meetings will be conducted and documented by supervisors periodically on a monthly basis with additional special meetings whenever necessary. During each meeting, supervisors will discuss the District's IPP as well as the following issues:

- a. New hazards that have been introduced or discovered in the workplace;
- b. Causes of recent accidents or injuries and the methods by which similar accidents or injuries can be prevented in the future; and
- c. Any safety issue deemed by supervisors to require enforcement.

2. Postings

This Board Policy will be posted in appropriate work areas along with general and specific safety rules.

H. Safety And Health Training

Awareness of potential health and safety hazards, as well as knowledge of how to control such hazards, is critical to maintaining a safe and healthful work environment and preventing injuries, illnesses, and accidents in the workplace. The District is committed to instructing all employees in safe and healthful work practices. To achieve this goal, the District will provide training to each employee with regard to general safety procedures and with regard to any hazards or safety procedures specific to that employee's work assignment.

1. Training of employees

Health and safety training will be provided at the following times:

- a. Upon hiring;
- b. Whenever an employee is given a new job assignment for which training has not previously been provided;

- c. Whenever the District becomes aware that new substances, processes, procedures or equipment which represent a new hazard are introduced into the workplace;
- d. Whenever the District becomes aware of a new or previously unrecognized hazard; and
- e. Whenever the Program Administrator or supervisor believes that additional training is necessary.

2. Training of Supervisors

Supervisors will be trained annually and on special occasions as necessary.

I. Accident Investigation

All work related accidents reported to the District will be investigated in a timely manner. Minor incidents and near misses will be investigated as well as serious accidents. A near miss is an incident which, although not serious, could have resulted in serious injury or significant property damage. Investigation of these instances may avoid serious accidents in the future. The Program Administrator or designee will be responsible for investigation of accidents.

The Program Administrator will be provided with a report of each accident investigation and will keep a record of the results of such investigation on a form prescribed by the Program Administrator.

The Program Administrator will cause each accident investigation report to be reviewed for recommendations as to how such accident or near miss can be prevented in the future and implement any preventative measures.

Legal Reference:
Labor Code section 6401.7

Date Policy Adopted By The Board: October 8, 2002

Delete

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

III.

Board Policies Covering All Unrepresented Certificated Employees

Board Policy No. 4209: **EMPLOYEE SAFETY AND PROTECTION**

- A. The District shall furnish a place of employment which is safe for employees pursuant to applicable law.
- B. The District shall not require any employee to be in a place of employment which is not safe. No employee shall leave the assigned work station without authorization of the Superintendent or Principal unless there is clearly an emergency. If an employee does leave the assigned work station because of an emergency, the employee will notify promptly the Superintendent or the Principal.
- C. All employees have a responsibility to advise the District immediately of any condition which a reasonable person would consider unsafe.
- D. An employee may, when necessary, use reasonable force in the performance of duties in the interests of self-protection. Such force must not exceed that which is needed to repel or protect from bodily injury. An employee also may take reasonable action for the protection of others and for the protection of District, student or employee property. Under such circumstances, an employee must exercise mature judgment and must act and react in a reasonable and prudent manner.

Legal Reference:
Labor Code sections 6300-6711

Date Policy Adopted By The Board: September 11, 2001

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

PROBATIONARY/PERMANENT STATUS

BP 4216

Personnel

Employees newly hired for regular positions in the classified service shall be considered probationary employees until they have satisfactorily completed nine months of probationary service. Upon satisfactorily completing this period, they shall become permanent classified employees of the district.

Probationary employees shall receive written performance evaluations by their supervisor during the probationary period. These evaluations shall indicate whether the evaluator is satisfied or not satisfied with the employee's ability, performance, and compatibility with the job.

The Superintendent or designee may dismiss an employee during the initial probationary period.

Permanent employees promoted to a higher classification shall be considered probationary in their new position until they have satisfactorily completed nine months of service in that position.

A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from which they were promoted.

This policy shall be made available to classified employees and the public.

Legal Reference:

EDUCATION CODE

45113 Rules and regulations for classified service in districts not incorporating the merit system

45240-45320 Merit system

Date Board Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

ABSENCES AND EXCUSES

BP 5113

Students

The Governing Board believes that regular attendance plays an important role in student achievement. The District shall work with parents/guardians and students to ensure their compliance with all state attendance laws and may use appropriate legal means to correct problems of chronic absence or truancy.

Absence from school shall be excused only for health reasons, family emergencies, and justifiable personal reasons, as permitted by law, Board policy, and administrative regulation.

Student absence for religious instruction or participation in religious exercises away from school property may be considered excused subject to law and administrative regulation.

Because school attendance and class participation are integral to students' learning experiences, parents/guardians and students shall be encouraged to schedule medical and other appointments during non-school hours.

Students shall not be absent from school without their parents/guardians' knowledge or consent, except in cases of medical emergency or, as authorized pursuant to Education Code 46010.1, for a confidential medical appointment.

The Board shall, by resolution entered into its minutes, approve reasonable methods that may be used to verify student absences due to illness or quarantine.

Legal Reference:

EDUCATION CODE

1740 Employment of personnel to supervise attendance (county superintendent)

37201 School month

37223 Weekend classes

41601 Reports of average daily attendance

42238-42250.1 Apportionments

46000 Records (attendance)

46010-46014 Absences

46100-46119 Attendance in kindergarten and elementary schools

46140-46147 Attendance in junior high and high schools

48200-48208 Children ages 6-18 (compulsory full-time attendance)

48210-48216 Exclusions from attendance

48240-48246 Supervisors of attendance
48260-48273 Truants
48292 Filing complaint against parent
48320-48324 School attendance review boards
48340-48341 Improvement of student attendance
48980 Parental notifications
49067 Unexcused absences as cause of failing grade
49701 Provisions of the interstate compact on educational opportunities for military children

ELECTIONS CODE

12302 Student participation on precinct boards

FAMILY CODE

6920-6929 Consent by minor for medical treatment

VEHICLE CODE

13202.7 Driving privileges; minors; suspension or delay for habitual truancy

WELFARE AND INSTITUTIONS CODE

601-601.4 Habitually truant minors

11253.5 Compulsory school attendance

CODE OF REGULATIONS, TITLE 5

306 Explanation of absence

420-421 Record of verification of absence due to illness and other causes

Date Policy Adopted: November 14, 2017

Revised:

(Replaced BP 5008)

Delete

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Board Policy No. 5008: ABSENCES FOR RELIGIOUS PURPOSES

- A. The Board pursuant to Education Code section 46014 may allow students to be absent for religious instruction or participation in religious exercises or instruction away from school property. Such absences shall be considered excused absences subject to the following:
 - 1. The student shall attend at least the minimum school day.
 - 2. The student shall be excused for no more than four (4) school days per month.
 - 3. The District has received prior written consent of the parent/guardian.
- B. Pursuant to Education Code section 48205, a student shall be excused from school in order to observe a holiday or ceremony of his/her religion, or to attend a religious retreat if requested in writing by the parent/guardian and approved by the Principal. Such absences shall be considered excused absences. Attendance at any religious retreats shall not exceed four hours per semester.

Legal Reference:

Education Code sections 46014, 48205

Date Policy Adopted By The Board: October 10, 2000.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

GRADUATION CEREMONIES AND ACTIVITIES

BP 5127

Students

High school graduation ceremonies shall be held to recognize those students who have earned a diploma by successfully completing the required LBUSD course of study, satisfying district standards, and passing any required assessments. The Governing Board believes that these students deserve the privilege of a public celebration that recognizes the significance of their achievement and encourages them to continue the pursuit of learning throughout their lives.

High school students who have passed the California High School Proficiency Examination or the General Educational Development Test must also meet district graduation requirements in order to participate in graduation ceremonies.

Students who re-enroll in LBUSD in twelfth grade, other than foster youth, homeless students, former juvenile court school students, and students of military families as specified above, are not eligible to participate in graduation ceremonies. Exceptions to this restriction can be approved by the Superintendent or their designee on a case-by-case basis. A foster youth, homeless student, or former juvenile court school student who transfers into the district any time after completing their second year of high school shall be required to complete all graduation requirements specified in Education Code 51225.3 but shall be exempt from any additional district-adopted graduation requirements, unless the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of their fourth year of high school. Within 30 days of the transfer, any student shall be notified of the availability of the exemption and whether they qualify for it.

In addition, the Superintendent or designee shall facilitate the on-time graduation of children of military families by waiving specific course requirements for graduation if the student has satisfactorily completed similar coursework in another district.

Disciplinary Considerations

In order to encourage high standards of student conduct and behavior, the principal may deny a student the privilege of participating in graduation ceremonies and/or activities in accordance with school rules. Students denied any graduation-related activities shall be notified two weeks prior to the graduation ceremony, unless the suspension offense occurs within the last two weeks of the end of school, with all appeals finalized prior to graduation day. Cases which occur that cannot proceed through the normal review and appeal process will be decided by the school principal and Superintendent or designee. Levels of a normal review would include the Site administrative discipline team followed by the Principal/Superintendent or designee.

Early Graduation

Students who desire to graduate at the end of their sixth or seventh term must submit a written request to graduate early to their principal or their designee.

Students, who complete graduation requirements, meet State testing requirements in their sixth or seventh term, and meet minimum UC A-G requirements to graduate early are eligible to participate in all June graduation exercises and senior activities as determined by the site administration.

Students must declare in their written early graduation request whether they wish to be part of the June graduation exercises and receive their diploma at that time, or request to receive their diploma upon termination of enrollment. Statistical data from the school, including school, student name and address, grade point average, and future plans of all early graduates shall be sent to the Superintendent, or their designee, by mid-January each school year.

Invocations, prayers, or benedictions shall not be included in graduation ceremonies. The school or district shall not sponsor other ceremonies or programs for graduates that include prayer.

Honors and Awards

The Superintendent or designee shall identify other school-sponsored awards which may be given during graduation exercises. A separate awards program may be held to recognize graduating students receiving other school and non-school awards.

Conduct at Graduation Ceremonies

Any student participating in a graduation ceremony shall comply with district policies and regulations pertaining to student conduct.

The Superintendent or designee may require graduating students to wear ceremonial attire, such as cap and gown, at the ceremony and any other appropriate attire listed in Education Code 35183.1.

However, any graduating student who has completed basic training and is an active member of any branch of the United States Armed Forces may, at their option, wear their military dress uniform at the ceremony.

Legal Reference:

EDUCATION CODE

35183.1 Graduation ceremonies

35183.3 Graduation ceremonies; military dress uniforms

38119 Lease of personal property; caps and gowns

48904 Liability of parent or guardian; withholding of grades, diplomas, transcripts

51225.5 Honorary diplomas; foreign exchange students

51410-51412 Diplomas

COURT DECISIONS

Cole v. Oroville Union High School District, (2000, 9th Cir.) 228 F.3d 1092

Santa Fe Independent School District v. Doe, (2000) 530 U.S. 290

Lee v. Weisman, (1992) 505 U.S. 577

Sands v. Morongo Unified School District, (1991) 53 Cal. 3d 863

Lemon v. Kurtzman, (1971) 403 U.S. 602

Date Board Policy Adopted: March 27, 2018

Revised:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

SUICIDE PREVENTION

BP 5141.52

Students

The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. ~~To attempt~~ In an effort to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the district, the Superintendent or designee may consult with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies, mental health professionals, and community organizations.

Such measures and strategies in grades 6-12 shall include, but are not limited to:

Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students in the secondary grades (6-12).

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth.

The Board shall review, and update as necessary, this policy at least every five years.

Legal Reference:

EDUCATION CODE

215 Student suicide prevention policies

215.5 Suicide prevention hotline contact information on student identification cards

32280-32289 Comprehensive safety plan

49060-49079 Student records

49602 Confidentiality of student information

49604 Suicide prevention training for school counselors

GOVERNMENT CODE

810-996.6 Government Claims Act

PENAL CODE

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

5850-5883 Children's Mental Health Services Act

COURT DECISIONS

Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Date Board Policy Adopted by Board: August 22, 2017

Revised:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

ATHLETIC COMPETITION

BP 6145.2

Instruction

The Governing Board recognizes that the district's athletic program constitutes an integral component of the educational program and helps to build a positive school climate. The athletic program also promotes the physical, social, and emotional well-being and character development of participating students. The district's athletic program shall be designed to meet students' interests and abilities and shall be varied in scope to attract wide participation.

All athletic teams shall be supervised by qualified coaches to ensure that student athletes receive appropriate instruction and guidance related to safety, health, sports skills, and sportsmanship. Athletic events shall be officiated by qualified personnel.

The Board encourages business and community support for district athletic programs, subject to applicable district policies and regulations governing advertisements and donations.

Nondiscrimination and Equivalent Opportunities in the Athletic Program

The district's athletic program shall be free from discrimination and discriminatory practices prohibited by state and federal law, including, but not limited to, the use of any racially derogatory or discriminatory school or athletic team name, mascot, or nickname. The Superintendent or designee shall ensure that equivalent athletic opportunities are provided for males and females, and that students are permitted to participate in athletic activities consistent with their gender identity.

Any complaint alleging discrimination in the district's athletic program shall be filed in accordance with the district's uniform complaint procedures.

California Interscholastic Federation

Any district school that participates in the California Interscholastic Federation (CIF) shall conduct its athletic activities in accordance with CIF bylaws and rules and any applicable district policy and regulation. The Superintendent or designee shall have responsibility for the district's interscholastic athletic program, while the principal or designee at each participating school shall be responsible for site-level decisions, as appropriate.

The Board shall annually designate a representative to the local CIF league from the high school that participates in local CIF sports. The Superintendent or designee shall recommend a candidate for the position who demonstrates an understanding of the district's goals for student learning and interscholastic activities, knowledge of the athletic programs, awareness of the

implications of league decisions for the school and the district, and interpersonal communication and leadership skills.

The designated representative(s) shall vote on issues that impact interscholastic athletics at the league and section levels, perform any other duties required by the CIF league, and report regularly to the Board on league, section, and statewide issues related to athletic programs.

Student Eligibility

Eligibility requirements for student participation in the district's interscholastic athletic program, including requirements pertaining to academic achievement ~~and residency~~, shall be the same as those set by the district for participation in extracurricular and cocurricular activities.

Students shall not be charged a fee to participate in an athletic program, including, but not limited to, a fee to cover the cost of uniforms, locks, lockers, or athletic equipment.

Sportsmanship

The Board values the quality and integrity of the athletic program and the character development of student athletes. Student athletes, coaches, parents/guardians, spectators, and others are expected to demonstrate good sportsmanship, ethical conduct, and fair play during all athletic competitions. They shall also abide by the core principles of trustworthiness, respect, responsibility, fairness, caring, and good citizenship and the Code of Ethics adopted by CIF.

Students and staff shall be subject to disciplinary action for improper conduct.

Health and Safety

The Board desires to give student health and safety the highest consideration in planning and conducting athletic activities.

Students shall have a medical clearance before participating in interscholastic athletic programs. Care shall be taken to ensure that all athletic trainings and competitions are conducted in a manner that will not overtax the physical capabilities of the participants. When appropriate, protective equipment shall be used to prevent or minimize injuries.

Coaches and appropriate district employees shall take every possible precaution to ensure that athletic equipment is kept in safe and serviceable condition. The Superintendent or designee shall ensure that all athletic equipment is cleaned and inspected for safety before the beginning of each school year.

The Superintendent or designee shall develop a written emergency action plan that describes the location of automated external defibrillator(s) and procedures to be followed in the event of sudden cardiac arrest or other medical emergency related to the athletic program's activities or events. The plan shall be posted in accordance with guidelines of the National Federation of

State High School Associations.

In the event of a serious injury or a perceived imminent risk to a student's health during or immediately after an athletic activity, the coach or any other district employee who is present shall remove the student athlete from the activity, observe universal precautions in handling blood or other bodily fluid, and/or seek medical treatment for the student as appropriate.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

17578 Cleaning and sterilizing of football equipment

17580-17581 Football equipment

32220-32224 Insurance for athletic teams, especially:

32221.5 Required insurance for athletic activities

33353-33353.5 California Interscholastic Federation; implementation of policies, insurance program

33354 California Department of Education authority over interscholastic athletics

33479-33479.9 The Eric Parades Sudden Cardiac Arrest Prevention Act

35160.5 District policies; rules and regulations

35179 Interscholastic athletics

35179.1 California High School Coaching Education and Training Program

35179.4 Emergency action plan

35179.5 Interscholastic athletics; limitation on full-contact practices

35179.6 Automated external defibrillator, athletic activities

48850 Interscholastic athletics; students in foster care and homeless students

48900 Grounds for suspension and expulsion

48930-48938 Student organizations

49010-49013 Student fees

49020-49023 Athletic programs; legislative intent, equal opportunity

49030-49034 Performance-enhancing substances

49458 Health examinations, interscholastic athletic program

49475 Health and safety, concussions and head injuries

49700-49701 Education of children of military families

51242 Exemption from physical education for high school students in interscholastic athletic program

HEALTH AND SAFETY CODE

1797.196 Automated external defibrillator

PENAL CODE

245.6 Hazing

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs, especially:

4920-4922 Nondiscrimination in intramural, interscholastic, and club activities
5531 Supervision of extracurricular activities of students
5590-5596 Employment of noncertificated coaches
UNITED STATES CODE, TITLE 20
1681-1688 Discrimination based on sex or blindness, Title IX
CODE OF FEDERAL REGULATIONS, TITLE 34
106.31 Nondiscrimination on the basis of sex in education programs or activities
106.33 Comparable facilities
106.41 Nondiscrimination in athletic programs
COURT DECISIONS
Mansourian v. Regents of University of California, (2010) 602 F. 3d 957
McCormick v. School District of Mamaroneck, (2004) 370 F.3d 275
Kahn v. East Side Union High School District, (2003) 31 Cal. 4th 990
Hartzell v. Connell, (1984) 35 Cal. 3d 899

Date Board Policy Adopted: July 28, 2015
Revised:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

INTERNATIONAL EXCHANGE

BP 6145.6

Instruction

The Governing Board recognizes that personal contact between students of different countries and cultures promotes global awareness and international understanding. To that end, the Board welcomes the enrollment of international exchange students and further encourages district students to take any opportunities that they may have to participate in such programs and study in another country.

With Board approval, a district school may establish a sister-school relationship with a school in another country.

International Student Exchange Programs

To enroll in a district school, an international exchange student must be participating in an exchange program registered with the California Attorney General's Office, designated by the U.S. Department of State and accepted for listing on the Council for Standards for International Educational Travel's Advisory List.

The Superintendent or designee may limit the number of international exchange students to be accepted at any district ~~high~~ school during any school year.

On a case-by-case basis, the Superintendent or designee may accept for admission into any of grades 9-12 any nonimmigrant foreign student. Any such student shall be admitted for a maximum of one year and shall pay the district the full, unsubsidized per-student cost of attendance at the school. The district shall not incur any financial obligations when sending and/or receiving international exchange students. Program sponsors shall provide assurance of their responsibility for health/accident/liability insurance, the student's home placement, and the resolution of any related personal difficulties which may arise. Tuition fees will be charged to pupils whose parents are actual and legal residents of an adjacent foreign country or an adjacent state. The pupils may be admitted to a school but shall be required to reimburse the district for the cost of educating the pupil.

The Superintendent or designee shall establish district criteria for issuing regular or honorary diplomas to international exchange students. The principal or designee shall refer to these criteria when assisting international exchange students in selecting classes and cocurricular activities based on the student's individual qualifications, needs, and interests.

District staff shall provide relevant counseling to district students who wish to study in a foreign country. District credit for courses successfully completed in the foreign country shall be granted in accordance with Board policy and administrative regulation.

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

51225.5 Honorary diplomas; foreign exchange students

GOVERNMENT CODE

12620-12630 International Student Exchange Visitor Placement Organizations

CODE OF FEDERAL REGULATIONS, TITLE 22

62.25 Secondary school students, exchange visitor program

Date Board Policy Adopted:

(Replaces BP 5043)

Delete

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Board Policy No. 5043: FOREIGN EXCHANGE STUDENTS

A. INTRODUCTION

The Governing Board welcomes the enrollment of foreign exchange students for many reasons, including the cultural advantages for both local and foreign exchange students. However, it is the policy of the District that foreign exchange students meet certain requirements prior to being admitted to a District program and as a condition of continued enrollment.

B. GUIDELINES AND PROCEDURES FOR ADMISSION

The following requirements shall apply for admission to a District program:

1. The Superintendent or designee must approve the assignment of all foreign exchange students applying for admission to a District program for grades 9 through 12.
2. To prevent overcrowding, the District will accept the enrollment of no more than four foreign exchange students at one time during each school year. Any exception to this standard must be approved by the Superintendent or designee.
3. Fully completed applications must be presented to the Superintendent's office no later than eight weeks preceding the school year or semester in which the student wishes to enroll.
 - a. The Superintendent's office will make available a schedule specifying the deadlines for the submission of completed applications.
 - b. The Superintendent's office will provide the completed applications to the high school no later than four weeks before the first day of the school year or semester.
4. To enroll in the District, a foreign exchange student must be participating in an exchange program registered with the California Attorney General's Office, designated by the U.S. Department of State and accepted for listing on the Council for Standards for International Educational Travel Programs (CSIET) Advisory List.
5. Foreign exchange students with or seeking an F-1 visa designation shall not be admitted to a District program. An "F-1 visa" is defined as a non-immigrant visa category intended for use by a non-resident alien whose primary purpose for visiting the United States is to study at an academic school.
6. The District shall not incur any financial obligations for admitting a foreign exchange student in a District program.
7. The organization sponsoring the foreign exchange student must provide the following information to the Superintendent or designee before a foreign exchange student will be admitted:
 - a. The selection process used by the organization to determine who qualifies as a foreign exchange student.
 - b. The selection process used by the organization to determine who qualifies as a foreign exchange area representative.

c. The selection process used by the organization to determine an appropriate American host family and the method in which the organization monitors the host family's continuing acceptability.

d. Copies of all applications and related documents submitted by the foreign exchange student and his or her host family to the organization, including but not limited to the following:

i. A valid English version of the foreign exchange student's transcript indicating his or her grade placement and previous coursework. The transcript must be sufficiently clear to allow the high school guidance department to determine the appropriate grade level placement and coursework for the student.

ii. Written verification of adequate English proficiency as evidenced by an acceptable score on a nationally recognized test of English proficiency, such as the Secondary Level English Proficiency (SLEP) test or the Test of English as a Foreign Language™ (TOEFL). The Superintendent or designee shall determine whether the foreign exchange student demonstrates adequate English proficiency to enable him or her to function in an English-speaking environment.

iii. Written evidence that the foreign exchange student has received current and complete immunizations as required by California law.

vi. An agreement by the foreign exchange student, host family, and the organization sponsoring the foreign exchange student that the District will determine the courses in which the student will be enrolled.

v. An agreement by the foreign exchange student and the organization sponsoring the foreign exchange student that:

(1) The District will not grant a high school diploma to the foreign exchange student unless the student has satisfactorily completed all of the District's graduation requirements. At the discretion of the principal or designee, a foreign exchange student who is not eligible for a regular high school diploma may receive an honorary diploma, provided the student has completed at least one semester of full-time enrollment and has achieved at least a 2.0 grade point average.

(2) The foreign exchange student will not be accorded "senior status."

(3) The foreign exchange student will not be permitted to participate in a high school graduation ceremony unless the student has satisfactorily completed all of the District's graduation requirements.

(4) Transcripts for coursework completed at LBHS will be released upon request by the foreign exchange student only to the student's home high school.

8. The Superintendent's designee and the high school principal shall participate in a conference with the foreign exchange student's host family prior to finalizing the student's enrollment in a District program.

9. The student shall not be a high school graduate in his or her native country.
10. The student shall apply for admission for either a full semester or a full school year. Enrollment shall be for no less than one regular semester and no more than two consecutive semesters during the same school year, excluding summer sessions.
11. The District recommends that upon enrollment in a District program, the foreign exchange student be at least 15 years of age and not older than 17 years of age.
12. The foreign exchange student must arrive in time and be prepared to attend classes beginning the first day of the semester in which he or she is enrolled. The foreign exchange student must complete the entire semester or school year for which he or she applied and was granted admission by the District. No extensions will be granted.
13. Failure of an organization sponsoring a foreign exchange student, the area representative, and/or the host family to adhere to the requirements of this policy may result in suspension of placement privileges for one or more years.

C. GUIDELINES AND PROCEDURES FOLLOWING ADMISSION

1. The following guidelines and procedures shall be followed after a foreign exchange student has been admitted to a District program.
 - a. At the District level, the Superintendent or designee shall do all of the following:
 - i. Recognize the foreign exchange student and his or her host family at a regular Board meeting.
 - ii. Prepare and disseminate a news release acknowledging the admission and enrollment of the foreign exchange student.
 - b. At the high school level, the principal or designee shall do all of the following:
 - i. Provide a formal school welcome to the foreign exchange student.
 - ii. Assign a peer to the foreign exchange student for the purposes of conducting a tour of the high school, showing the foreign exchange student where his or her classes are located, and introducing the foreign exchange student to other high school students.
 - iii. Spotlight the foreign exchange student in the school newspaper and/or newsletter.
 - iv. Encourage the foreign exchange student to participate in extracurricular and co-curricular activities.
 - c. The host family shall do all of the following:
 - i. Accompany the foreign exchange student to the Board meeting designated for recognizing the student.

ii. Communicate with District and/or high school personnel on a frequent basis to assure that the foreign exchange student's needs are adequately being met.

iii. Inform the high school of any changes in the foreign exchange student's legal, educational, or health status.

d. The foreign exchange student shall do all of the following:

i. Attend a Board meeting for purposes of being recognized as a newly-admitted foreign exchange student.

ii. Follow all rules and regulations of the school and the District.

iii. Strongly consider participating in extracurricular and/or co-curricular activities that will enrich the foreign exchange student's stay and enhance his or her cultural exchange contribution in the school and community. Participation in extracurricular and co-curricular activities shall be conditioned on the foreign exchange student satisfying the eligibility requirements set forth in Board Policy 5011 and space availability.

(cf. BP 5011 – Participation in Extracurricular and Co-Curricular Activities)

iv. Be willing to embrace diverse cultural experiences.

v. Complete and return an exit questionnaire supplied by the District.

Legal References

EDUCATION CODE

35160 Authority of governing board

35160.1 Broad authority of school districts

51225.3 Requirements for graduation

51225.5 Honorary diplomas; foreign exchange students

GOVERNMENT CODE

12620-12630 International Student Exchange Visitor Placement Organizations

UNITED STATES CODE, TITLE 8

1184 Foreign students

CODE OF FEDERAL REGULATIONS, TITLE 22

62.25 Secondary school students

Date Policy Adopted By the Board: June 8, 2010

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

DIFFERENTIAL GRADUATION AND COMPETENCY STANDARDS FOR STUDENTS WITH DISABILITIES

BP 6146.4

Instruction

The Governing Board recognizes that students with disabilities are entitled to a course of study that provides them with a free appropriate public education (FAPE) and that modifications to the district's regular course may be needed on an individualized basis to provide FAPE. In accordance with law, each student's individualized education program (IEP) team shall determine the appropriate goals, as well as any appropriate individual accommodations necessary for measuring the academic achievement and functional performance of the student on state and district wide assessments.

Certificate of Educational Achievement or Completion

Instead of a high school diploma, a student with disabilities may be awarded a certificate or document of educational achievement or completion if the student has met one of the following requirements:

1. Satisfactorily completed a prescribed alternative course of study approved by the board of the district in which the student attended school or the district with jurisdiction over the student as identified in their IEP
2. Satisfactorily met their IEP goals and objectives during high school as determined by the IEP team
3. Satisfactorily attended high school, participated in the instruction as prescribed in their IEP, and met the objectives of the statement of transition services

A student with disabilities who meets any of the criteria specified above shall be eligible to participate in any graduation ceremony and any school activity related to graduation in which a graduating student of similar age without disabilities would be eligible to participate.

Legal Reference:

EDUCATION CODE

56341 Individualized education program team

56345 Elements of the IEP

56390-56392 Certificate of completion, special education

CODE OF REGULATIONS, TITLE 5

3070 Graduation

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

CODE OF FEDERAL REGULATIONS, TITLE 34

300.1-300.818 Individuals with Disabilities Education Act, especially:

300.320 Definition of IEP

Date Board Policy Adopted:

Laguna Beach Unified School District

24. ACTION

April 23, 2019

Approval: Board Bylaws- Second Read

Proposal

On March 18, 2019, the Board held a Board Policy Workshop to review and discuss Board bylaws and policies for potential additions, revisions, and deletions. On March 26, 2019, the Board received each of the bylaws listed below for a first reading. The following policies were approved to move forward for a second reading and final approval.

Bylaw Number	Description	Recommendation
9310	Board Policies	Approve
9322	Agenda/Meeting Materials	Approve

Recommended Action

Staff recommends the Board approve the bylaws as listed.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

BOARD POLICIES

BB 9310

Board Bylaws

The Governing Board shall adopt written policies to convey its expectations for actions that will be taken in the district, clarify roles and responsibilities of the Board and Superintendent, and communicate Board philosophy and positions to the students, staff, parents/guardians and the community. Board policies are binding on the district to the extent that they do not conflict with federal or state law and are consistent with the district's legal responsibilities and contracts, including but not limited to collective bargaining agreements.

The Board recognizes the importance of maintaining a policy manual that is up to date and reflects the mandates of law. Policies shall be regularly reviewed at a time allocated for this purpose on the agenda of public Board meetings.

The Board shall review certain policies annually, as required by Education Code 35160.5. If no revisions are deemed necessary, the Board minutes shall nevertheless indicate that the review was conducted. Other policies shall be monitored and reviewed as specified in the policy itself or as needed to reflect changes in law or district circumstances.

Policy Development and Adoption Process

The district's policy development process shall include the following basic steps:

1. The Board and/or Superintendent or designee shall identify the need for a new policy or revision of an existing policy. The need may arise from a change in law, a new district vision or goals, educational research or trends, or a change in the superintendency or Board membership. The need may also occur as a result of an incident that has arisen in the district or a recommendation or request from staff or other interested persons.
2. As needed, the Superintendent or designee shall gather fiscal and other data, staff and public input, related district policies, sample policies from other organizations or agencies, and other useful information to fully inform the Board about the issue.
3. The Board may hold discussions during a public Board meeting to gain an understanding of the issue and provide initial direction to the Superintendent or designee. The discussion may include, but not be limited to, how the proposed policy may affect student learning, community expectations, staff recommendations, fiscal impact, as well as the policy's impact on governance and operational efficiency.
4. The Board or Superintendent may request that legal counsel review the draft policy as appropriate.
5. The Superintendent or designee shall develop and present a draft policy for a first reading at a public Board meeting. At its second reading, the Board may take action on the proposed policy. The Board may waive the second reading or may require an additional reading if necessary.

Only policies formally adopted by a majority vote of the Board shall constitute official Board policy.

The district's policy development process may be revised or expanded as needed based on the issue being considered, the need for more information, or to provide greater opportunities for consultation and public input.

Policies shall become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

Board Bylaws

The Board shall prescribe and enforce rules for its own government consistent with state law and regulations.

Bylaws governing Board operations may be developed, adopted, and amended following the same procedures as those used for the adoption or amendment of Board policy.

Administrative Regulations

The Superintendent or designee shall be responsible for developing and enforcing administrative regulations for the operation of the district. Administrative regulations shall be consistent with law and Board policy and shall be designed to promote the achievement of district goals and objectives. Administrative regulations may describe specific actions to be taken, roles and responsibilities of staff, timelines, and/or other necessary provisions. The Superintendent or designee also may develop procedures manuals, handbooks, or other guides to carry out the intent of Board policy.

When Board policies are amended, the Superintendent or designee shall review corresponding regulations to ensure that they conform to the intent of the revised policy. In case of conflict between administrative regulation and Board policy, policy shall prevail.

The Board may review regulations for the purpose of ensuring conformity with the intent of Board policy.

Monitoring and Evaluation

At the time a policy is adopted, the Board and Superintendent or designee shall determine whether an evaluation of the policy should be scheduled and, if so, shall agree upon a timeline and measures for evaluating the effectiveness of the policy in achieving its purpose.

Access to Policies

The Superintendent or designee shall ensure that all district employees and the public have access to an up-to-date district policy manual. A public copy of the policy manual shall be maintained at the district central office and at each school site. These copies shall be maintained either electronically or by paper copy.

As necessary, the Superintendent or designee shall notify staff, parents/guardians, students, and other stakeholders whenever a policy that affects them is adopted or revised. They may determine the appropriate communications strategy depending on the issue.

Suspension of Policies

No Board policy, bylaw, or administrative regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable federal or state law or regulations or court decisions. If any portion of a policy is found to be invalid, that invalidity shall not affect other provisions of the policy.

Legal Reference:

EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

35160 Authority of governing boards

35160.5 Annual review of school district policies

35163 Official actions, minutes and journal

35164 Vote requirements

Date Bylaw Adopted By the Board: June 10, 2014

Revised:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

AGENDA/MEETING MATERIALS

BB 9322

Board Bylaws

Agenda Content

Each agenda shall state the meeting time and place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session.

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. However, the agenda need not provide an opportunity for public comment when the agenda item has previously been considered at an open meeting of a committee comprised exclusively of Board members, provided that members of the public were afforded an opportunity to comment on the item at that meeting and that the item has not been substantially changed since the committee considered it.

The agenda for a regular Board meeting shall also provide members of the public an opportunity to provide comment on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board.

Each agenda for a regular meeting shall list the address designated by the Superintendent or designee for public inspection of documents related to an open session item that have been distributed to the Board less than 72 hours before the meeting.

The agenda shall include information regarding how, when, and to whom a request should be made if an individual requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting.

Agenda Preparation

The Superintendent, as secretary to the Board, in consultation with the Board president, shall work together to develop the agenda for each regular and special meeting. Governing Board meeting agendas shall reflect the district's vision and goals and the Board's focus on student learning.

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at least two weeks before the scheduled meeting date. Items submitted less than two weeks before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request from a member of the public is within the subject matter jurisdiction of the Board and directly related to school district business. Items not within the subject matter jurisdiction of the Board or directly related to school district business may not be placed on the agenda. In addition, before placing the item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation.

If the Board president and Superintendent deny a request from a Board member to place an item on the agenda, the Board member may request the Board to take action to determine whether the item shall be placed on the agenda.

The Board president and Superintendent shall also decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote or an information item that does not require immediate action.

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item that has not been previously considered.

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered, and deliberated upon as a separate item of business on the meeting agenda.

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

Agenda Dissemination to Board Members

At least 72 hours before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet, including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, and others; and other available documents pertinent to the meeting.

When special meetings are called, Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted.

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

Agenda Dissemination to Members of the Public

Any agenda and related materials distributed to the Board shall be made available to the public upon request without delay. Only those documents which are disclosable public records under the Public Records Act and which relate to an agenda item scheduled for the open session portion of a regular meeting shall be made available to the public.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public.

In addition, the Superintendent or designee shall post the agenda on the homepage of the district web site. The posted agenda shall be accessible through a prominent direct link to the current agenda or to the district's agenda management platform in accordance with Government Code 54954.2. When the district utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the web site with the district's agendas, and the current agenda shall be the first available.

If a document which relates to an open session agenda item of a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board.

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first.

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year.

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act.

Legal Reference:

EDUCATION CODE

35144 Special meetings

35145 Public meetings

35145.5 Right of public to place matters on agenda

GOVERNMENT CODE

6250-6270 Public Records Act

53635.7 Separate item of business

54954.1 Mailed agenda of meeting

54954.2 Agenda posting requirements; board actions

54954.3 Opportunity for public to address legislative body

54954.5 Closed session item descriptions

54956.5 Emergency meetings

54957.5 Availability of public records

54960.2 Challenging board actions; cease and desist

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.160 Effective communications

36.303 Auxiliary aids and services

COURT DECISIONS

Mooney v. Garcia, (2012) 207 Cal.App.4th 229

Caldwell v. Roseville Joint Union High School District, 2007 U.S. Dist. LEXIS 66318

ATTORNEY GENERAL OPINIONS

99 Ops. Cal. Atty. Gen. 11 (2016)

78 Ops. Cal. Atty. Gen. 327 (1995)

Date Board Bylaw Adopted by Board: March 24, 2015

Revised:

Laguna Beach Unified School District

25. ACTION

April 23, 2019

Approval: Board Bylaws- First Read

Proposal

On March 18, 2019, the Board held a Board Policy Workshop to review and discuss Board bylaws and policies for potential additions, revisions, and deletions. On March 26, 2019, the Board received the bylaw listed below for a first reading. The Board requested this bylaw return for a first reading.

Bylaw Number	Description	Recommendation
9323.3	Censure Of Individual Board Members For Improper Conduct	New bylaw for LBUSD. Review and discuss.

Recommended Action

Staff recommends the Board approve bylaw 9323.3 for a second reading.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

CENSURE OF INDIVIDUAL BOARD MEMBERS FOR IMPROPER CONDUCT

BB 9323.3

Board Bylaws

The members of the Board of Education of the Laguna Beach Unified School District (the "District") recognize that both the Board of Education of the District (the "Board"), as an entity, and each specific Board Member, as an individual fiduciary to the District, are bound to comply with a variety of statutory, regulatory and administrative rules and regulations in performing their roles and responsibilities as a Board and as individual members. By way of example, these obligations include, but are not limited to, compliance with the requirements of the California Education Code, the Ralph M. Brown Act, the Educational Employment Relations Act, the California Code of Administrative Regulations, the Board Policies and Administrative Regulations developed by the Board, itself, and the specific directives and admonitions that the Board issues from time to time.

The Board also recognizes that, despite the Board's best efforts, from time to time individual Board members may disregard or ignore their obligations as a Board member and take actions, make statements or otherwise engage in conduct that violates the individual Member's obligations under statute, regulations, Board policy or Board direction. It is the Board's sincere hope that such instances do not occur. That said, the Board wishes herein to provide a protocol for officially censuring individual Board members who take such unlawful or improper actions. Accordingly, the Board adopts the following policy and protocol for initiating the censure of an individual Board member when necessary and appropriate because of that Board member's improper actions, statements or other conduct.

The first step would be to attempt to informally resolve the issue with one Board Member speaking to the individual Board Member who has acted in a manner that violates the Member's obligations under statute, regulations, Board policy or Board direction. The Board Member will be informed that if such behavior remains unchanged that it would constitute a motion to censure.

If the behavior continues, the following policy and protocol will be utilized:

1. When, in the opinion of any member of the Board, another Board member has, by his or her actions, statements or other conduct, violated his or her obligations or responsibilities under statute, regulation, Board Policy, protocol, governance standards or specific Board direction, the Board Member so concluding shall have the right to place on the Board's Public Session agenda a Motion to Censure the supposedly offending Board Member. The placement of this item on the Board's public session agenda will be in compliance with Board Bylaw 9322, Agenda/Meeting Materials. If the supposedly offending member is the Board President, the Clerk shall be the Board representative to consider the placement of the item on the agenda.

2. Any such motion, when made, shall be in writing and shall include:
 - a. A specific description of the statute, regulation, Board policy or board direction that is claimed to have been violated;
 - b. A specific factual description of the alleged action, statement or other conduct of the Board Member at issue and a description of how that action, statement or other conduct constitutes a violation;
3. The specific language for the proposed censure by the Board of the Board Member for the alleged violation.
4. Any Motion to Censure will be effective upon three affirmative votes of the voting Board members. The Board Member who is the subject of the Censure Motion shall not, however, be permitted to vote on the motion, and their vote shall not be counted in calculating the simple majority.
5. Upon the introduction of any Motion to Censure, and prior to any vote thereon, and in an effort to avoid an official Board Censure, the Board Member who is the subject of said Censure Motion shall be provided the opportunity to explain their action, statement, or other conduct, to apologize, therefore, and to agree to future compliance with all relevant and applicable statutes, regulations, laws and Board policies and Administrative Regulations. The foregoing shall not, however, prevent the Board from voting upon or perfecting the Motion to Censure.

Legal Reference:

EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

35160-35161 Powers and Duties

Phelan v. Laramie County Community College Board of Trustees, (10th Cir.2000) 235 F.3d 1243

Zilich v.Longo, (6th Cir.1994) 34 F.3d 359

Whitener v. McWatters, (4th Cir.1997) 112 F.3d 740

Rash–Aldridge v. Ramirez, (5th Cir.1996) 96 F.3d 117

Californians Aware v. Orange Unified School District, (2008) 2008 WL 4078764

Westfall v. City of Crescent City, (ND Cal. 2011) 2011 WL 2110306

Date Adopted by the Board:

Laguna Beach Unified School District

26. ACTION

April 23, 2019

Approval: Agreement for Web Services with Active Internet Technologies (AIT), dba Finalsight, for Website Development and Upgrade at a Cost Not-to-Exceed \$15,000

Proposal

Staff proposes the Board of Education approve the agreement with Active Internet Technologies (AIT), dba Finalsight for Website Development and Upgrade at a Cost Not-to-Exceed \$15,000 to update and upgrade our District website. The new website will include the following features:

- Parallax scrolling
- Video capability within the hero slideshow banner built with Resources module
- Sticky navigation
- Infographics panel
- Social Media panel similar to that found on daretolearn.org
- A side-dock menu similar to that found on communityschool.org
- Text animation similar to that found on chadwickschool.org
- Rebuilding news and content areas with Posts module
- The newly-designed site will be put through QA process to ensure all features and functionality work properly and responsively as well as to check for accessibility issues.

Background

The District's website was upgraded five years ago. Since that time, the hosting company has developed new tools for content management and social media integration. This new service also allows better accessibility and compliance with W3C WAI's Web Content Accessibility Guidelines (WCAG) 2.1, compliance with the Americans with Disabilities Act and the Information and Communication Technology Final Standards and Guidelines.

Budget Impact

The total cost to the District is \$15,000. This expenditure will be budgeted for \$5,000 in the 2018/19 year budget and \$10,000 in the 2019/20 year budgets. The District is receiving a 50% discount on these services.

Recommended Action

Staff recommends the Board of Education approve the agreement with Active Internet Technologies (AIT) dba Finalsight, at cost not-to-exceed \$15,000.



This Active Internet Technologies, dba Finalsite ("AIT") Order ("Order") by and between AIT and Laguna Beach Unified School District ("Client") sets forth the terms of Client's use of the products and services set forth below ("Product and Pricing Summary"). This Order, together with the Master Terms and Conditions for Web Services and other terms and conditions incorporated therein by reference (collectively "Master Terms") located at <http://www.finalsite.com/agreements> and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Notwithstanding anything to the contrary in any purchase order or other document provided by Client, any product or service provided by AIT to Client in connection with a purchase order related to this Order is conditioned upon Client's acceptance of this Order and the Master Terms. Any additional, conflicting or different terms proffered by Client in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Client or AIT, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Products and Services Pricing Summary

Creative and Deployment Services Package

Package 2

The Statement of Work ("SOW") for this Creative Services Package can be reviewed here <https://www.finalsite.com/sow2>

Creative and Deployment Services

Package 2

\$30,000 - \$ 15,000 discount = \$ 15,000

The above products, to include but not limited to (modules, integration, design and consulting) will be billed upon contract signature.

Special Provisions:

The following special provisions supercede the Master Terms and Agreements referenced above and within this agreement:

Finalsite will migrate Laguna Beach USD's current design over to the Composer platform. The following is a list of enhancements that will be part of the new design:

- Parallax scrolling
- Video capability within the hero slideshow banner built with our new Resources module
- Sticky navigation
- Infographics panel
- Social Media panel similar to that found on daretolearn.org
- A side-dock menu similar to that found on communityschool.org
- Text animation similar to that found on chadwickschool.org
- Rebuilding news and content areas with our new Posts module
- The newly designed site will be put through our QA process to ensure all features and functionality work properly and responsively as well as to check for accessibility issues

The cost for the redesign will be paid for in 2 installments:

- Invoice #1 will be sent after the signing of this contract for \$5k
- Invoice #2 will be sent on 7/1/2019 for \$10k



Laguna Beach Unified School District
Created By: Gerard Gustafson
Work Order
4/1/2019
Proposal Valid for 30 days

B. Terms

1. **Effective Date:** Upon execution of this Order.
2. All fees for the initial year of this Order shall be due upon execution of this Order. Unless otherwise specified, all dollars (\$) are United States currency. All fees for subsequent years shall be due upon the annual anniversary of the effective date of this Order.
3. **Sales Tax:** If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

Client Laguna Beach Unified School District
Signature
Name (printed)
Title (printed)
Date

Active Internet Technologies ("AIT")
Signature
Name (printed)
Title (printed)
Date

☐ As the Client Contact, by initialing in this box, I agree that I have read the Statement of Work ('SOW') and understand the expected deliverables for Finalsite as well as for my team. I understand that the project timeline is dependent on our ability to meet respective Client deadlines.



C. Client Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Contact
Title
Address 550 Blumont Street
City, State Zip Laguna Beach, CA 92651
Phone
Email

Project Contact
Title
Phone
Email

*Executive Sponsor (Head of School, Business Manager/CFO, etc.)
Title
Email

* The Executive Sponsor should be separate from the client contact and is typically the Head of School, Business Manager/CFO, etc.

Laguna Beach Unified School District

27. ACTION

April 23, 2019

Approval: Agreement with Active Internet Technologies (AIT), dba Finalsity, for District Website Hosting and Accessibility Tool at a Cost Not-to-Exceed \$25,800

Proposal

Staff proposes the Board of Education approve a four-year contract with dba Finalsity (AIT) for hosting the District website and additional accessibility tool.

The hosting service includes:

- Priority Ticket Routing for all problem tickets (defect, error, outage, etc.)
- Standard Ticket Routing for non-problem tickets (Ask A Question, Request A Service)
- 24/7 support for critical issues via ticketing system, email ticket, or voicemail ticket
- On-demand phone support with Standard Call Routing (during business hours)
- Unlimited access to all Knowledgebase articles, help videos, and self-guided training materials
- Community Voice user access

Background

The District's website has been hosted by Finalsity (AIT) for the last 5 years. The rate is similar to what was paid in the past with the exception of the additional Audio Eye accessibility tool.

Budget Impact

This expenditure will be budgeted in the 2019/20 year budget. The cost to the District per year is \$25,800. \$19,500 is for hosting. \$6,300 is for Audio Eye accessibility tool. The contract term is 4 years.

Recommended Action

Staff recommends the Board of Education approve the agreement with Active Internet Technologies (AIT), dba Finalsity at a cost not-to-exceed \$25,800..



This Active Internet Technologies, dba Finalsite ("AIT") Order ("Order") by and between AIT and Laguna Beach Unified School District ("Client") sets forth the terms of Client's use of the products and services set forth below ("Product and Pricing Summary"). This Order, together with the Master Terms and Conditions for Web Services and other terms and conditions incorporated therein by reference (collectively "Master Terms") located at <http://www.finalsite.com/agreements> and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Notwithstanding anything to the contrary in any purchase order or other document provided by Client, any product or service provided by AIT to Client in connection with a purchase order related to this Order is conditioned upon Client's acceptance of this Order and the Master Terms. Any additional, conflicting or different terms proffered by Client in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Client or AIT, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Products and Services Pricing Summary

* Indicates products added

[x] Indicates products removed

CMS

Finalsite Composer

CMS

Composer - Unlimited Editors

Networking & Hosting

Data Uploads (4)

Disk Space 65 GB

Modules

Alerts

[x] Athletics Manager

* AudioEye for Districts - up to 5,000 students

Calendar Manager

Faculty & Staff Directory

*Feeds for Districts - Standard

Forms Manager - Unlimited Forms

Page Pops

* Posts - Unlimited

*Resources

Portals & Directories

Faculty & Staff Role / Portal - Unlimited Users

Training & Support

Group Webinar Training

On Demand Videos/Knowledge Base

Support Plan - Priority

The above products, to include but not limited to (modules, integration, design and consulting) will be billed upon contract signature.



Laguna Beach Unified School District
Created By: Gerard Gustafson
Renewal
4/5/2019
Proposal Valid for 30 days

Finalsite Support Plan:

Priority

- Priority Ticket Routing for all problem tickets (defect, error, outage, etc.)
- Standard Ticket Routing for non-problem tickets (Ask A Question, Request A Service)
- 24/7 support for critical issues via ticketing system, email ticket, or voicemail ticket
- On-demand phone support with Standard Call Routing (during business hours)
- Unlimited access to all Knowledgebase articles, help videos, and self-guided training materials
- CommunityVoice user community access

Special Provisions:

The following special provisions supercede the Master Terms and Agreements referenced above and within this agreement:

Finalsite will enable a total of 15 Feeds sources to be used at the district and school levels combined

Annual subscription cost is broken down as follows:

- Finalsite Modules & Services: \$19,500/year
- AudioEye Ally Managed Service: \$6,300/year

This agreement will not auto-renew at the end of year 4. This term supersedes line 2 in section B. Additional Terms



Laguna Beach Unified School District
Created By: Gerard Gustafson
Renewal
4/5/2019
Proposal Valid for 30 days

Application Services Subscriptions Costs:

Total Cost/Year during the Initial Term of this Order, subject to adjustment for any renewal term as provided below.

Total Setup Cost (USD)
\$ 0

Schedule	Amount
Year 1	\$ 25,800
Year 2	\$ 25,800
Year 3	\$ 25,800
Year 4	\$ 25,800



B. Additional Terms

1. **Initial Term:** Unless otherwise specified in the Special Provisions above, the Initial Term shall be [4] years
2. Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (0) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides AIT, or AIT provides Client, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. **Effective Date:** Upon execution of this Order.
4. AIT standard maintenance and support is included in the subscription fees for Application Services set forth in this Order.
5. All Upgrades and Updates to the Application Services are included in the subscription fees for Application Services set forth in this Order.
6. Fees shall be subject to increase upon notice by AIT for any renewal term, provided that any annual increase in fees shall be limited to the greater of 6% or the increase in US CPI.

C. Payment Terms

1. All fees for the initial year of this Order shall be due upon execution of this Order. Unless otherwise specified, all dollars (\$) are United States currency. All fees for subsequent years shall be due upon the annual anniversary of the effective date of this Order.
2. Client shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form.
3. **Sales Tax:** If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

Client Laguna Beach Unified School District
Signature
Name (printed)
Title (printed)
Date

Active Internet Technologies ("AIT")
Signature
Name (printed)
Title (printed)
Date



D. Client Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Contact
Title
Address 550 Blumont Street
City, State Zip Laguna Beach, CA 92651
Phone
Email

Project Contact
Title
Phone
Email

*Executive Sponsor (Head of School, Business Manager/CFO, etc.)
Title
Email

* The Executive Sponsor should be separate from the client contact and is typically the Head of School, Business Manager/CFO, etc.

Laguna Beach Unified School District

28. ACTION

April 23, 2019

Approval: Award Contract to Best Contracting Services, Inc. for the 2019 Roofing Replacements at Various Sites Project in an Amount Not-to-Exceed of \$478,720

Proposal

Staff proposes the Board of Education authorize the Assistant Superintendent of Business Services to enter into a contract with Best Contracting Services, Inc., for the 2019 roofing replacements at various sites.

Background

Bids were opened and publicly read aloud at 2:00 p.m. on March 28, 2018.

The following list contains the numbered bid category, along with a brief description of the scope of work contained in the category.

Bid Category	Number of Bids	Range of Bids
Bid Package No. 1 – Roofing Labor	4	\$387,414.00 - \$736,480.00

The apparent low bidder Commercial Roofing Systems, Inc. submitted a request for relief due to clerical error(s) under Public Contract Code Section 5100 et seq. The bidder provided specific information about how the mistake(s) occurred and made the bid materially different than they intended.

The following contractor has been determined to be the lowest responsive and responsible bidder and is within the amount budgeted for the category. Staff has verified references and bid documentation.

Bid Category	Contractor	Bid Amount
Bid Package No. 1 – Roofing Labor	Best Contracting Services, Inc.	\$478,720.00

The Board approved a California Multiple Award Contract (CMAS) on June 9, 2015, for the purchase of roofing materials related to restoration and replacements from The Garland Company. The CMAS contract with Garland allows the District to purchase the roofing materials and bid the labor separately. The material cost From Garland Co. for the

roofing projects proposed at Laguna Beach High School, LBHS Community Pool, and El Morro Elementary School is \$237,406.00. If Best Contracting Services, Inc. is awarded the bid for labor associated with the roofing projects in the amount not-to-exceed \$478,720.00, the total cost contracted will be \$716,126.00.

Budget Impact

The total fiscal impact to the District by site, which is comprised of both the CMAS material costs and installation costs by Best Contracting Services, Inc., is \$716,126.00 to be expended from the Facilities Repair and Replacement Program (FRRP). Project costs are within approved Facilities Master Plan budgeted amounts.

\$402,731.00 El Morro Elementary School – Special Reserve for Capital Outlay Fund (4040) for the Facilities Repair and Replacement Program (FRRP).

\$227,767.00 Laguna Beach High School – Special Reserve for Capital Outlay Fund (4040) for the Facilities Repair and Replacement Program (FRRP).

\$85,628.00 LBHS Community Pool – Special Reserve for Capital Outlay Fund (4040) for the Facilities Repair and Replacement Program (FRRP).

Recommended Action

Staff recommends the Board of Education authorize the award of the contract for the 2019 Roofing Replacements at Various Sites Project to Best Contracting Services, Inc. in an amount not-to-exceed \$478,720.00, resulting in total contract costs of \$716,126.00.



Sent Via E-mail

March 28, 2019

Mr. Ryan Zajda
Laguna Beach Unified School District
550 Blumont Street
Laguna Beach, CA 92651

RE: Bid # 2019_1 - Bid Package 1 2019 Roofing Replacements at Various Sites

Dear Mr. Guillen,

We Commercial Roofing Systems, Inc. request relief for our bid due to clerical error under public contract code section 5100 et seq. The mistake was the metal roofing in the amount of \$214,240.00 was mistakenly added to the alternate instead of the base bid and this made the bid materially different than intended.

If you have any questions, please do not hesitate to contact me.

Regards,

Glenn P. Hiller

President/CEO

BID FORM

Name of Bidder: Best Contracting Services, Inc.

To: Laguna Beach Unified School District, acting by and through its Governing Board, herein called the "DISTRICT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors Form, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Escrow Agreement, Drug-Free Workplace Certification, Criminal Records Check, Change Order Forms, Shop Drawing Transmittal Form, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, DISTRICT'S Labor Compliance Program, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, drawings, specifications, Trade Specific Bid Packages and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Project: **Laguna Beach Unified School District**
2019 Roofing Replacements at Various Sites

Project No.: **2019_1**

Bid Pkg #: **Bid Package No. 1**

all in strict conformity with the Project Documents, including Addenda Nos. 1, and 2, on file at the office of the Board of Trustees of said DISTRICT for the Base Bid sum of

Four Hundred Seventy Eight Thousand Seven Hundred Twenty Dollars

(\$ 478,720.00)

ALTERNATE BID: The following amount shall be added to the Base Bid at the District's option and is not to be included within the Base Bid sum identified above. The District will determine the lowest bidder in accordance with Public Contract Code section 20103.8. The basis of award to determine the lowest bid is to be the lowest bid price on the base contract without consideration of the price on the additive bid alternate below.

Additive Bid Alternate No. 1: El Morro Elementary School – All Restoration Roofing Scope at School Site Identified within Specification 07 56 31.

Sixty Four Thousand

ADD Eight Hundred Five Dollars (\$ 64,805.00)

1. Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or before the fifth (5th) day after receiving the DISTRICT's Notice to Proceed, and shall be completed by the bidder in the time specified by the DISTRICT.

6. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

7. The name(s) of all persons interested in the bid as principals are as follows:

Best Contracting Services, Inc.
Sean Tabazadeh, CEO/Secretary/RMO

Moji Tabazadeh, President
Fatemeh Tabazadeh, Treasurer

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT renders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The undersigned hereby warrants that the bidder has an appropriate license, License No. 456263, Class C-17 at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by the DISTRICT at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.

10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

11. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.

12. The undersigned hereby warrants that all work shall be completed within the calendar day time frames set forth per Supplemental Conditions and all other Contract Documents. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of One Thousand Dollars (\$1,000.00). (Government Code Section 53069.85)

13. The required noncollusion declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.

14. It is understood and agreed that all change order requests must be submitted in the form set forth in the Project Documents and pursuant to the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under the General Conditions will not be allowed.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: N/A
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____

Partnership Name: N/A
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____
Other Partner(s): _____

Corporation Name: Best Contracting Services, Inc.
(a California Corporation)
Business Address: 19027 S. Hamilton Avenue
Gardena, CA 90248
Telephone: (210) 328-6969
Signed by: [Signature], President, Date: March 28, 2019
Print Name: Mojib Tabazadeh, President
Signed by: [Signature] CEO/Secretary, Date: March 28, 2019
Print Name: Sean Tabazadeh, CEO/Secretary

[Seal]

Joint Venturer Name: N/A

A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Signed by: N/A, Joint Venturer
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Other Parties to Joint Venture: If an individual: N/A _____
(Name)

Signed by: _____
Print Name: _____
Date: _____
Doing Business as: _____
Business Address: _____

Telephone: _____

If a Partnership: N/A _____
(Name)

Signed by: _____, Partner
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

If a Corporation: N/A _____
(a _____ Corporation)

Signed By: _____ Date: _____
Print Name: _____
Title: _____
Date: _____
Business Address: _____

Telephone: _____

