



LAGUNA BEACH
UNIFIED SCHOOL DISTRICT

AGENDA

Regular Meeting of the Board of Education

June 25, 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

June 25, 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. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Government Code §54957
Title: Superintendent of Schools
 - C. CONFERENCE WITH LABOR NEGOTIATORS**
Government Code §54957.6
 - i. Employee Organization: LaBUFA
District Negotiator: Leisa Winston
 - ii. Employee Organization: CSEA
District Negotiator: Leisa Winston
 - iii. Employee Organization: Unrepresented Employees
District Negotiator: Leisa Winston
 - iv. Employee Organization: Superintendent
District Negotiator: Jan Vickers, School Board President
- 5. CALL TO ORDER - OPEN SESSION**
- 6. PLEDGE OF ALLEGIANCE**
- 7. REPORT ON CLOSED SESSION ACTION**
- 8. ADOPTION OF AGENDA**
- 9. RECOGNITIONS**
 - a. Outstanding Business Partners – Staff Members from the City of Laguna Beach
 - b. SchoolPower Endowment President – Chris Clark
 - c. Outstanding Service to the Students and Staff of LBUSD – Kathleen Fay

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

- *Bargaining Unit Representatives CSEA and LaBUFA*
 - *Board Members*
 - *Superintendent*
 - *Cabinet Members*
-

12. PUBLIC HEARINGS

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

- a. Public Disclosure of Collective Bargaining Agreement in Accordance with AB 1200 (Chapter 1213/1991), Government Code 3547.5 and CCR, Title V, Section 15449; and 2019-2020 Negotiated Agreement with the California School Employees Association (CSEA) and its Laguna Beach Chapter #131 (*Action item 17*)
- b. Public Disclosure of Collective Bargaining Agreement in Accordance with AB 1200 (Chapter 1213/1991), Government Code 3547.5 and CCR, Title V, Section 15449; and 2019-2020 Negotiated Agreement with Laguna Beach Unified Faculty Association (LaBUFA) (*Action item 18*)
- c. Public Disclosure of Proposal in Accordance with AB 1200 (Chapter 1213/1991), Government Code 3547.5 and CCR, Title V, Section 15449; and 2019-20 Proposal with Non-Represented Classified and Certificated Employees (*Action item 19*)

13. CONSENT CALENDAR

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

- a. Approval of Minutes – June 11, 2019 Regular Meeting
- b. Approval/Ratification of Personnel Report
- c. Approval Conference/Workshops - Superintendent
- d. Approval of Agreements for Contracted Services – Special Education
- e. Approval of Agreements for Contracted Services – Technology Services
- f. Approval of Gifts – Checks Totaling \$3,400.00
- g. Approval/Ratification of Certificated Payroll 11A in the Amount of \$2,237,962.13
Approval/Ratification of Classified Payroll 11B in the Amount of \$867,251.16
Approval/Ratification of Classified Payroll 11C in the Amount of \$45,189.53
- h. Approval/Ratification of Warrants #398023 through #398164 in the amount of \$480,035.76 Dates: 06/03/2019 through 06/14/2019
- i. Approval of the Consolidated Application Reporting Systems (CARS) Application for Funding for the 2019-20 School Year

- j. Approval of Memorandum of Understanding (MOU) Between the Orange County Superintendent of Schools and the Laguna Beach Unified School District for the Provision of Special Education Students
- k. Approval of Independent Contractor Agreement with Chris McNeany for the Rescue Bear Program at Thurston Middle School in an Amount Not-to-Exceed \$8,640

INFORMATION ITEMS

None

ACTION ITEMS

14. APPROVAL OF THE LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP) ANNUAL UPDATE

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

– **Chad Mabery, Ed.D., Director, Assessment and Accountability**

Staff proposes the Board of Education approve the 2017-2020 Local Control Accountability Plan and Annual Update.

15. APPROVAL OF FINAL 2019 - 2020 ALL FUNDS BUDGET

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

Staff proposes the Board of Education approve the final 2019-20 All Funds Budget.

16. APPROVAL OF RESOLUTION #19-03: RESOLUTION OF THE BOARD OF EDUCATION ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 98-1 OF THE LAGUNA BEACH UNIFIED SCHOOL DISTRICT AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 98-1 FOR FISCAL YEAR 2019-2020

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

Staff proposes the Board of Education to approve Resolution #19-03: Resolution of the Board of Education Acting as the Legislative Body of Community Facilities District No. 98-1 of the Laguna Beach Unified School District Authorizing the Levy of Special Taxes Within Community Facilities District No. 98-1 for Fiscal Year 2019-2020.

17. APPROVAL/RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT IN ACCORDANCE WITH AB 1200 (CHAPTER 1213/1991), GOVERNMENT CODE 3547.5 AND CCR, TITLE V, SECTION 15449; AND 2019-2020 NEGOTIATED AGREEMENT WITH THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) AND ITS LAGUNA BEACH CHAPTER #131

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

Staff proposes the Board of Education ratify the 2019-2020 revisions to the 2018-2021 Collective Bargaining Agreement negotiated by the designated representatives of the California School Employees Association (CSEA) and its Laguna Beach Chapter #131 and the Laguna Beach Unified School District.

18. APPROVAL/RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT IN ACCORDANCE WITH AB 1200 (CHAPTER 1213/1991), GOVERNMENT CODE 3547.5 AND CCR, TITLE V, SECTION 15449; AND 2019-2020 NEGOTIATED AGREEMENT WITH LAGUNA BEACH UNIFIED FACULTY ASSOCIATION (LABUFA)

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

Staff proposes the Board of Education ratify the 2019-2020 revisions to the 2017-2020 Collective Bargaining Agreement negotiated by the designated representatives of the Laguna Beach Unified Faculty Association (LaBUFA) and the Laguna Beach Unified School District.

19. APPROVAL/RATIFICATION OF PROPOSAL IN ACCORDANCE WITH AB 1200 (CHAPTER 1213/1991), GOVERNMENT CODE 3547.5 AND CCR, TITLE V, SECTION 15449; AND 2019-20 PROPOSAL WITH NON-REPRESENTED CLASSIFIED AND CERTIFICATED EMPLOYEES

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

Staff proposes the Board of Education approve the 2019-2020 agreements with non-represented classified and certificated employees.

20. AGREEMENT WITH HARBOTTLE LAW GROUP FOR LEGAL COUNSEL FOR 2019-2020 WITH A NOT-TO-EXCEED AMOUNT OF \$100,000

– Jason Vilorio, Ed.D., Superintendent

Staff proposes the Board of Education approve the agreement with Harbottle Law Group for general legal counsel for the 2019-20 school year with a not-to-exceed amount of \$100,000.

21. AGREEMENT WITH THE LAW FIRM OF FAGEN FRIEDMAN & FULFROST FOR GENERAL LEGAL SERVICES TO THE LAGUNA BEACH UNIFIED SCHOOL DISTRICT'S INSTRUCTIONAL SERVICES OFFICE WITH A NOT-TO-EXCEED AMOUNT OF \$30,000

– Jason Vilorio, Ed.D., Superintendent

Staff proposes the Board of Education approve the agreement with the Law Firm of Fagen Friedman & Fulfroft for general legal services to the Instructional Services Office for the 2019-20 school year with a not-to-exceed amount of \$30,000.

22. APPROVAL OF AMENDED EMPLOYMENT CONTRACTS FOR THE ASSISTANT SUPERINTENDENT, BUSINESS SERVICES AND ASSISTANT SUPERINTENDENT, HUMAN RESOURCES AND PUBLIC COMMUNICATIONS EFFECTIVE THROUGH JUNE 30, 2022

– Jason Vilorio, Ed.D., Superintendent

The amended employment contracts for LBUSD Assistant Superintendent, Business Services and Assistant Superintendent, Human Resources and Public Communications are presented to the Board of Education for review and approval. The term of the contracts extends through June 30, 2022.

23. APPROVAL OF EMPLOYMENT CONTRACT AMENDMENT FOR THE SUPERINTENDENT

– Jan Vickers, President, Board of Education

The amended employment contract for LBUSD Superintendent is presented to the Board of Education for review and approval. The term of the contract is to be through June 30, 2022.

24. BOARD MEMBER REQUESTS FOR ITEMS FOR FUTURE MEETINGS AND BOARD MEMBER REQUESTS FOR INFORMATION

– Jan Vickers, President, Board of Education

25. ADJOURNMENT

– Jan Vickers, President, Board of Education

The next Regular Meeting of the Board of Education is **Tuesday, July 16, 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. PUBLIC HEARING

June 25, 2019

Public Disclosure of Collective Bargaining Agreement in Accordance with AB 1200 (Chapter 1213/1991), Government Code 3547.5 and CCR, Title V, Section 15449; and 2019-2020 Negotiated Agreement with the California School Employees Association (CSEA) and its Laguna Beach Chapter #131

Proposal

The Board of Education will conduct a public hearing on the 2019-2020 revisions to the 2019-2020 revisions to the 2018-2021 Collective Bargaining Agreement negotiated by the designated representatives of the California School Employees Association (CSEA) and its Laguna Beach Chapter #131 and the Laguna Beach Unified School District.

Staff proposes the Board of Education ratify the 2019-2020 revisions to the 2018-2021 Collective Bargaining Agreement negotiated by the designated representatives of the California School Employees Association (CSEA) and its Laguna Beach Chapter #131 and the Laguna Beach Unified School District.

Background

The Association and the District reached Tentative Agreement for the 2019-2020 revisions to the 2018-2021 agreement. The District and Association utilized Interest-Based Bargaining (IBB) as the process.

The Tentative Agreement attached includes changes in total compensation. The agreement includes a 4% salary increase and an increase to the District's contribution to employee health and welfare premiums.

Budget Impact

Public Disclosure of Collective Bargaining Agreements in Accordance with AB 1200 (Chapter 1213/1991), Government Code 3547.5 and CCR, Title V, Section 15449 require that the costs associated with the agreement be publicly disclosed and approved by the Board of Education.

The revised cost for 2019-20 is \$440,228.

Recommended Action

Staff recommends the Board of Education publicly present information on the 2019-2020 revisions to the 2018-2021 Collective Bargaining Agreement negotiated by the designated representatives of the California School Employees Association (CSEA) and its Laguna Beach Chapter #131 and the Laguna Beach Unified School District and after hearing all public input and comments, officially close the public hearing.

**Orange County Department of Education
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Laguna Beach Unified School District - California School Employees

School District - Bargaining Unit: Association, Chapter 131 (CSEA)

Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2019 and ending: June 30, 2020
(date) (date)

The Governing Board will act upon this agreement on: _____
(date)

A. Proposed Change in Compensation

	Compensation	Annual Cost Prior to Proposed Agreement FY 2019-20	Fiscal Impact of Proposed Agreement		
			Year 1 Increase/(Decrease) FY 2019-20	Year 2 Increase/(Decrease) FY 2020-21	Year 3 Increase/(Decrease) FY 2021-22
1	Salary Schedule Increase (Decrease)	\$ 7,267,900.00	\$ 290,714		\$ -
			4.00%	0.00%	0.00%
2	Step and Column Increase (Decrease) Due to movement plus any changes due to settlement	\$ 110,543.00	\$ 4,422	\$ -	\$ -
			4.00%	0.00%	0.00%
3	Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)	\$ -		\$ -	\$ -
			0.00%	0.00%	0.00%
	Description of other compensation				
4	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 2,190,807	\$ 87,632	\$ -	\$ -
			4.00%	0.00%	0.00%
5	Health/Welfare Plans	\$ 1,168,328	\$ 57,460	\$ -	\$ -
			4.92%	0.00%	0.00%
6	Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 10,737,578	\$ 440,228	\$ -	\$ -
7	Total Number of Represented Employees (Use FTEs if appropriate)	120.96	120.96	0	0
8	Total Compensation Average Cost per Employee	\$ 88,770	\$ 3,639	\$ -	\$ -
			4.10%	0.00%	0.00%

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

The District will increase the CSEA Salary Schedule by 4% for 2019-2020.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

11. Please include comments and explanations as necessary.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

The District will contribute annual amount for eligible unit members based on tiered structure individual cap as specified below, should the provision included in the Governor's May budget revision that reduces the District's pension liability be included in the State-adopted budget for 2019-2020. Should the State-adopted budget not include the provisions of the Governor's May budget revision that reduces the District's pension liability, the District's contribution will remain at the amounts indicated in the 2018-2019 agreement. The Districtwide Hard Cap was based on total budgeted amount of \$4,559,000 for all District employee benefits in 2018-2019 and would increase to \$4,780,000 in 2019-2020.

District Annual Contribution PPO		District Annual Contribution HMO	
Single	\$ 10,805	Single	\$ 6,905
EE+Spouse	\$ 23,285	EE+Spouse	\$ 15,150
EE+Children(s)	\$ 16,900	EE+Children(s)	\$ 11,425
Family	\$ 28,000	Family	\$ 19,000

- B. **Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

- C. **What are the specific impacts on instructional and support programs to accommodate the settlement?**

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None

D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

During the term of this agreement, should any agreement that results in a higher total compensation than provided to the members of Chapter 131 CSEA, the District agrees to adjust the total compensation provided to CSEA unit members to an equivalent amount.

Should the provision included in the Governor's May budget revision that reduces the District's pension liability be included in the State-adopted budget for 2019-2020. Should the State-adopted budget not include the provisions of the Governor's May budget revision that reduces the District's pension liability, the District's contribution will remain at the amounts indicated in the 2018-2019 agreement. The Districtwide Hard Cap was based on total budgeted amount of \$4,559,000 for all District employee benefits in 2018-2019 and would increase to \$4,780,000 in 2019-2020.

E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

Ongoing expenditures after settlement of are within available ongoing revenue.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

Addition of language regarding vacation carryover. Management shall schedule any 12-month unit member's excess (beyond 10 days) vacation carryover before October 31 of each year. The Discipline article has been removed and the evaluation form has been revised to move the statement about the employee's right to respond to their evaluation to the first page.

G. Source of Funding for Proposed Agreement

1. Current Year

Receipt of additional property tax revenue. Property tax revenues are projected to increase 4.7% in 2019-20.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

Property tax revenue is an on-going source to support salaries.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund				
Enter Bargaining Unit: California School Employees Association, Chapter 131 (CSEA)				
	Column 1	Column 2	Column 3	Column 4
	Draft 2019-20 Budget Before Settlement	Adjustments as a Result of Settlement	Other Revisions LaBUFA/Mgmt	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ 57,697,243	\$ -	\$ -	\$ 57,697,243
Remaining Revenues (8100-8799)	\$ 2,008,107	\$ -	\$ -	\$ 2,008,107
TOTAL REVENUES	\$ 59,705,350	\$ -	\$ -	\$ 59,705,350
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 19,847,023	\$ -	\$ 794,480	\$ 20,641,503
Classified Salaries (2000-2999)	\$ 6,599,573	\$ 197,741	\$ 54,073	\$ 6,851,387
Employee Benefits (3000-3999)	\$ 9,731,308	\$ 97,212	\$ 314,160	\$ 10,142,680
Books and Supplies (4000-4999)	\$ 2,211,059	\$ -	\$ -	\$ 2,211,059
Services, Other Operating Expenses (5000-5999)	\$ 6,036,227	\$ -	\$ -	\$ 6,036,227
Capital Outlay (6000-6599)	\$ 1,112,383	\$ -	\$ -	\$ 1,112,383
Other Outgo (7100-7299) (7400-7499)	\$ 196,000	\$ -	\$ -	\$ 196,000
Direct Support/Indirect Cost (7300-7399)	\$ (65,931)	\$ -	\$ -	\$ (65,931)
Other Adjustments				
TOTAL EXPENDITURES	\$ 45,667,642	\$ 294,953	\$ 1,162,713	\$ 47,125,308
OPERATING SURPLUS (DEFICIT)	\$ 14,037,708	\$ (294,953)	\$ (1,162,713)	\$ 12,580,042
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 2,850,000	\$ -	\$ -	\$ 2,850,000
CONTRIBUTIONS (8980-8999)	\$ (9,345,173)	\$ (145,275)	\$ (159,269)	\$ (9,649,717)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 1,842,535	\$ (440,228)	\$ (1,321,982)	\$ 80,325
BEGINNING BALANCE	\$ 5,062,083			\$ 5,062,083
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 6,904,618	\$ 6,464,390	\$ 5,142,408	\$ 5,142,408
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 50,000	\$ -	\$ -	\$ 50,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 3,654,618	\$ (460,228)	\$ (1,381,982)	\$ 1,812,408
Reserve for Economic Uncertainties (9789)	\$ 3,200,000	\$ 20,000	\$ 60,000	\$ 3,280,000
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund Enter Bargaining Unit: California School Employees Association, Chapter 131 (CSEA)				
	Column 1 Draft 2019-20 Budget Before Settlement	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions LaBUFA/Mgmt	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 5,464,961	\$ -	\$ -	\$ 5,464,961
TOTAL REVENUES	\$ 5,464,961	\$ -	\$ -	\$ 5,464,961
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 2,967,198	\$ -	\$ 106,999	\$ 3,074,197
Classified Salaries (2000-2999)	\$ 2,364,964	\$ 97,395	\$ 8,803	\$ 2,471,162
Employee Benefits (3000-3999)	\$ 4,224,575	\$ 47,880	\$ 43,467	\$ 4,315,922
Books and Supplies (4000-4999)	\$ 405,456	\$ -	\$ -	\$ 405,456
Services, Other Operating Expenses (5000-5999)	\$ 3,528,010	\$ -	\$ -	\$ 3,528,010
Capital Outlay (6000-6599)	\$ 1,044,000	\$ -	\$ -	\$ 1,044,000
Other Outgo (7100-7299) (7400-7499)	\$ 210,000	\$ -	\$ -	\$ 210,000
Direct Support/Indirect Cost (7300-7399)	\$ 65,931	\$ -	\$ -	\$ 65,931
Other Adjustments				
TOTAL EXPENDITURES	\$ 14,810,134	\$ 145,275	\$ 159,269	\$ 15,114,678
OPERATING SURPLUS (DEFICIT)	\$ (9,345,173)	\$ (145,275)	\$ (159,269)	\$ (9,649,717)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 9,345,173	\$ 145,275	\$ 159,269	\$ 9,649,717
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ -	\$ -	\$ -	\$ -
BEGINNING BALANCE	\$ 3,043,234			\$ 3,043,234
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 3,043,234	\$ 3,043,234	\$ 3,043,234	\$ 3,043,234
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 3,043,234	\$ -	\$ -	\$ 3,043,234
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund				
Enter Bargaining Unit: California School Employees Association, Chapter 131 (CSEA)				
	Column 1	Column 2	Column 3	Column 4
	Draft 2019-20 Budget Before Settlement	Adjustments as a Result of Settlement	Other Revisions LaBUFA/Mgmt	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ 57,697,243	\$ -	\$ -	\$ 57,697,243
Remaining Revenues (8100-8799)	\$ 7,473,068	\$ -	\$ -	\$ 7,473,068
TOTAL REVENUES	\$ 65,170,311	\$ -	\$ -	\$ 65,170,311
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 22,814,221	\$ -	\$ 901,479	\$ 23,715,700
Classified Salaries (2000-2999)	\$ 8,964,537	\$ 295,136	\$ 62,876	\$ 9,322,549
Employee Benefits (3000-3999)	\$ 13,955,883	\$ 145,092	\$ 357,627	\$ 14,458,602
Books and Supplies (4000-4999)	\$ 2,616,515	\$ -	\$ -	\$ 2,616,515
Services, Other Operating Expenses (5000-5999)	\$ 9,564,237	\$ -	\$ -	\$ 9,564,237
Capital Outlay (6000-6599)	\$ 2,156,383	\$ -	\$ -	\$ 2,156,383
Other Outgo (7100-7299) (7400-7499)	\$ 406,000	\$ -	\$ -	\$ 406,000
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
Other Adjustments				
TOTAL EXPENDITURES	\$ 60,477,776	\$ 440,228	\$ 1,321,982	\$ 62,239,986
OPERATING SURPLUS (DEFICIT)	\$ 4,692,535	\$ (440,228)	\$ (1,321,982)	\$ 2,930,325
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 2,850,000	\$ -	\$ -	\$ 2,850,000
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 1,842,535	\$ (440,228)	\$ (1,321,982)	\$ 80,325
BEGINNING BALANCE	\$ 8,105,317			\$ 8,105,317
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 9,947,852	\$ 9,507,624	\$ 8,185,642	\$ 8,185,642
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 50,000	\$ -	\$ -	\$ 50,000
Restricted Reserves (9740)	\$ 3,043,234	\$ -	\$ -	\$ 3,043,234
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 3,654,618	\$ (460,228)	\$ (1,381,982)	\$ 1,812,408
Reserve for Economic Uncertainties (9789)	\$ 3,200,000	\$ 20,000	\$ 60,000	\$ 3,280,000
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Combined General Fund**Enter Bargaining Unit: **California School Employees Association, Chapter 131 (CSEA)**

	2019-20	2020-21	2021-22
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Local Control Funding Formula Sources (8010-8099)	\$ 57,697,243	\$ 60,376,558	\$ 62,755,953
Remaining Revenues (8100-8799)	\$ 7,473,068	\$ 7,444,674	\$ 7,655,034
TOTAL REVENUES	\$ 65,170,311	\$ 67,821,232	\$ 70,410,987
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 23,715,700	\$ 24,190,014	\$ 24,673,814
Classified Salaries (2000-2999)	\$ 9,322,549	\$ 9,397,129	\$ 9,472,307
Employee Benefits (3000-3999)	\$ 14,458,602	\$ 15,335,453	\$ 15,660,905
Books and Supplies (4000-4999)	\$ 2,616,515	\$ 2,350,039	\$ 2,392,710
Services, Other Operating Expenses (5000-5999)	\$ 9,564,237	\$ 9,782,777	\$ 10,120,048
Capital Outlay (6000-6999)	\$ 2,156,383	\$ 1,575,159	\$ 1,484,321
Other Outgo (7100-7299) (7400-7499)	\$ 406,000	\$ 418,834	\$ 431,613
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 62,239,986	\$ 63,049,405	\$ 64,235,718
OPERATING SURPLUS (DEFICIT)	\$ 2,930,325	\$ 4,771,827	\$ 6,175,269
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 2,850,000	\$ 3,100,000	\$ 3,250,000
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 80,325	\$ 1,671,827	\$ 2,925,269
BEGINNING BALANCE	\$ 8,105,317	\$ 8,185,642	\$ 9,857,469
CURRENT-YEAR ENDING BALANCE	\$ 8,185,642	\$ 9,857,469	\$ 12,782,738
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 50,000	\$ 50,000	\$ 50,000
Restricted Reserves (9740)	\$ 3,043,234	\$ 3,043,234	\$ 3,043,234
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 1,812,408	\$ 3,414,235	\$ 6,289,504
Reserve for Economic Uncertainties (9789)	\$ 3,280,000	\$ 3,350,000	\$ 3,400,000
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2019-20	2020-21	2021-22
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 65,089,986	\$ 66,149,405	\$ 67,485,718
b.	State Standard Minimum Reserve Percentage for this District Enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 1,952,700	\$ 1,984,482	\$ 2,024,572

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 3,280,000	\$ 3,350,000	\$ 3,400,000
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 3,280,000	\$ 3,350,000	\$ 3,400,000
h.	Reserve for Economic Uncertainties Percentage	5.04%	5.06%	5.04%

3. Do unrestricted reserves meet the state minimum reserve amount?

2019-20

Yes

☒

No

☐

2020-21

Yes

☒

No

☐

2021-22

Yes

☒

No

☐

4. If no, how do you plan to restore your reserves?

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 (i.e., increase was partially budgeted), explain the variance below:

N/A

6. Please include any additional comments and explanations of Page 4 as necessary:

N/A

L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

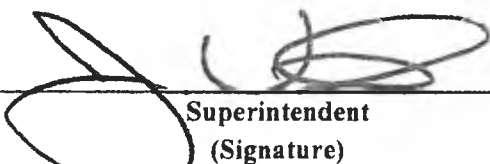
The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Laguna Beach Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Classified School Employees' Association (CSEA), during the term of the agreement from July 1, 2019 to June 30, 2020.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:	Budget Adjustment Increase (Decrease)
Revenues/Other Financing Sources	0
Expenditures/Other Financing Uses	440,228
Ending Balance Increase (Decrease)	-440,228


____ (No budget revisions necessary)



Superintendent
(Signature)

6.10.2019

Date



Chief Business Official
(Signature)

6.10.2019

Date

M. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.



District Superintendent (or Designee)
(Signature)

6.10.2019

Date

Jeff Dixon, Assistant Superintendent, Business

Contact Person

(949) 497-7700 x5222

Phone

President or Clerk of the Governing Board
(Signature)

Date

May 28, 2019

**Tentative Agreement
Between the
Laguna Beach Unified School District (LBUSD)
And the
California School Employees Association (CSEA) and its Laguna Beach Chapter #131
2019-2020**

ARTICLE 12 – PAY AND ALLOWANCES

12.8 Salary Schedule Adjustments

12.8.1 The District will increase the CSEA Salary Schedule by ~~4%~~ 2% for ~~2019-2020~~ 2018-2019. During the term of this agreement, should any recognized Laguna Beach Unified School District bargaining unit reach a signed agreement that results in a higher total compensation than provided to the members of the Chapter 131 CSEA unit members, the district agrees to adjust the total compensation provided to CSEA unit members to an equivalent amount.

~~12.8.2 The District shall allocate one half percent (0.5%) of base salary as a one-time, off schedule salary payment for all unit members employed by the District as of July 1, 2018.~~

~~12.8.3 In addition, if the 2018-19 adopted State Budget results in an increase in one-time unrestricted funds, the District shall allocate CSEA's proportional share of the additional funds up to 1% as a one-time, off schedule salary payment for all unit members employed by the District as of July 1, 2018.~~

ARTICLE 16 – VACATIONS

16.1 Full-time classified unit members assigned on a twelve-month basis are entitled to eight (8) hours of vacation or one day with pay for each month of service.

Unit members shall accumulate and be credited with vacation according to the following schedule:




District

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	<u>10 Month Work Year</u>	<u>10.25 Month Work Year</u>	<u>10.5 Month Work Year</u>	<u>10.75 Month Work Year</u>	<u>11 Month Work Year</u>	<u>12 Month Work Year</u>
<u>0-4 Years</u>	10 days	10.25 days	10.5 days	10.75 days	11 days	12 days
<u>5-9 Years</u>	12.5 days	12.14 days	13.13 days	13.44 days	13.75 days	15 days
<u>10-14 Years</u>	15 days	15.38 days	15.75 days	16.13 days	16.5 days	18 days
<u>15-19 Years</u>	15.8 days	16.20 days	16.59 days	16.99 days	17.38 days	19 days
<u>20+ Years</u>	16.7 days	17.12 days	17.54 days	17.95 days	18.37 days	20 days

- 16.2 Vacation will be allocated on July 1 of each fiscal year, and will be pro-rated upon initial employment. Upon separation from employment, unearned vacation will be deducted from final pay. The District reserves the right to pay out any unused vacation on June 30 of each fiscal year.
- 16.3 All full-time unit members assigned on a twelve-month basis may carryover a maximum of ten (10) days of unused vacation from one fiscal year to the following fiscal year. **When a unit member exceeds 10 days of unused vacation carryover as of July 1, the supervisor shall schedule the excess amount of vacation carryover to be used before October 31.**
- 16.4 The maximum vacation taken at one time in one year shall be three (3) weeks (120 hours) unless otherwise agreed to in advance by the District. Unit members may access vacation balances through the OCDE Employee Information System.
- 16.5 Permanent unit members working less than 12 months who choose to take personal leave without pay on scheduled work days during the winter, February (mid-winter) and/or spring breaks shall be paid out the amount equal to the personal leave taken from their accrued vacation available as of the last day of June of the current fiscal year on their July 10th paycheck.

District 
CSEA #181 
CSEA Labor Rep. 

- 16.6 A unit member may be granted vacation during the school year, even though not earned at the time the vacation is taken, upon approval of the immediate supervisor.
- 16.7 If a unit member is terminated and had taken vacation which was not yet earned at the time of termination, the District shall deduct from the unit member's severance check the full amount of salary which was paid for such unearned days of vacation taken.
- 16.8 Upon separation from service, (termination, resignation, reduction of hours, and layoff) the unit member shall be entitled to be paid a lump-sum compensation for all earned and unused vacation. Unit members who have not completed six months of employment in regular status shall not be entitled to such compensation.
- 16.9 Unit members affected by a layoff (reduction in work year/hours) may be permitted to carryover unused vacation time to the next fiscal year subject to prior approval of the Superintendent.
- 16.10 Vacations shall be scheduled at the mutual convenience of the unit member and the District, unless the provisions of 16.3 apply. If a unit member is dissatisfied with the scheduled time, the unit member may appeal to the next level of management to resolve the issue.
- 16.11 If there is any conflict between unit members who are working on the same or similar operations as to when vacations shall be taken, the unit member with the highest seniority shall be given preference.
- 16.12 Unless special permission is obtained, vacations should not be scheduled during the two weeks immediately preceding the opening of the school term, and the two weeks immediately preceding the closing of school.
- 16.13 If a unit member's approved vacation must be postponed or interrupted due to illness, bereavement, or injury he/she may reschedule the vacation, or with District approval, carryover the unused vacation to the following school year, provided the unit member supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.
- 16.14 A granted holiday will not be charged as a day of vacation.

- 16.15 Unit members on a paid leave of absence shall not be considered to have a break in service for purposes of earning vacation. Any period of unpaid absence, including reduction of hours and layoff shall be considered a break in service for purposes of earning vacation.
- 16.16 A unit member who terminates employment with the District and who subsequently returns to employment with the District shall be reinstated with years of service for the purposes of earning benefits under this provision.

ARTICLE 19 — DISCIPLINARY ACTION

~~19.1 One or more of the following causes may be grounds for reprimand, suspension without pay, demotion, or dismissal of any person employed in the classified service. For the causes listed below, violations of the reasonable rules and regulations of the District or state law, the unit member may be subject to disciplinary action up to and including dismissal. Unit members shall be progressively disciplined. Less serious examples of misconduct shall be met with less serious sanctions. Serious examples of misconduct can result in immediate dismissal.~~

~~19.1.1 Incompetence or inefficiency in the performance of his/her duties.~~

~~19.1.2 Insubordination: Failure to obey reasonable directions, rules of school District superiors, or willful and persistent violation of the provisions of the Education Code.~~

~~19.1.3 Carelessness or negligence in work performance, or in the care of or use of District property.~~

~~19.1.4 Discourteous, offensive, or abusive conduct or language toward or in the presence of other employees, pupils or the public.~~

~~19.1.5 Engaging in political activity during assigned hours of employment.~~

~~19.1.6 Abuse of sick leave privileges.~~

~~19.1.7 Repeated and unexcused absence or tardiness.~~

~~19.1.8 Willful or persistent violation of the Education Code or rules of the Governing Board.~~

District 

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- ~~19.1.9 Give out any personal information concerning any pupil to any other person other than a teacher or administrator.~~
- ~~19.1.10 Dishonesty.~~
- ~~19.1.11 Under the influence, use, or possession of a controlled substance or alcohol on District premises.~~
- ~~19.1.12 Conviction of any crime involving moral turpitude.~~
- ~~19.1.13 Immoral conduct.~~
- ~~19.1.14 Abandonment of position, unauthorized absence for a period of five (5) days.~~
- ~~19.1.15 Falsifying any information supplied to the school District, including but not limited to information supplied on application forms, employment records, or other District records.~~
- ~~19.1.16 Advocacy of overthrow of federal, state, or local government by force, violence, or unlawful means.~~
- ~~19.1.17 Offering of anything or of any service in exchange for special treatment.~~
- ~~19.2 The recommendation of any such action will be made by the unit member's supervisor after conferring with the unit member. The unit member may request a representative to attend such a conference, and time will be allowed for a representative to attend except when immediate suspensions are warranted and provided the meeting can be arranged within a reasonable time. The supervising administrator for the unit member will be responsible for making the final recommendation to the Superintendent.~~
- ~~19.3 Prior to the finalization of the above recommendation, the case will be referred to the Superintendent to insure the following prerequisites have been met and the unit member so notified.~~
- ~~19.3.1 A statement of the specific charges brought against the unit member stated in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based.~~
- ~~19.3.2 A statement of the cause for such action.~~
- ~~19.3.3 The rule or regulation(s) of the employer of the specific provisions of the Classified Unit Members' Agreement claimed to have been violated.~~

~~19.3.4 A statement advising the unit member that they may request a hearing by written notice to the Superintendent shall not be less than five (5) working days of such notification.~~

~~19.3.5 A card or paper, the signing and filing of which shall constitute demand for hearing and a denial of all charges.~~

ARTICLE 19 20 – CONTRACTING OUT

1920.1 Supervisors and working foremen may perform any work that is considered by them to be necessary and essential to the operation of the District so long as the effect of this work does not cause a layoff, reduction in hours, or transfer of the person who was performing the work.

1920.2 The Association agrees that the District has the right to make repairs, alterations or additions to school buildings, repair or build apparatus or equipment, make improvements on the school grounds, and erect new buildings in accordance with existing statutory provisions. (Education Code § 45103.1)

ARTICLE 20 24 – NO DISCRIMINATION

2024.1 No member of the bargaining unit shall be discriminated against because of membership in an employee association or for political or religious opinions or affiliations, race, color, national origin or ancestry, sex, gender, marital status, physical handicaps, age, or sexual orientation.

ARTICLE 21 22 – HEALTH BENEFITS

2122.1 Unit Member and Dependent Insurance Programs

2122.1.1 The District agrees to provide classified unit members and their dependents; domestic partners registered with the State and their dependents, with medical, dental, life and vision insurance programs as specified in **2122.2**.

2122.1.2 The District agrees to pay medical, dental and vision premiums for unit members as follows, up to the district cap as specified in **2122.1.3**:

<u>Unit Member Group</u>	<u>District Contribution</u>
Unit members working six (6) hours or more per day, five (5) days per week	Medical, dental, and vision for unit member and dependents

District

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Unit members working at least four (4) hours per day, but less than six (6) hours per day, five days per week	50% of the premium for medical, dental and vision for unit member and dependents
---	--

2122.1.2.1 Pursuant to the 2017-2018 agreement, unit members who work 5.75 hours per day, five (5) days per week, having completed at least five (5) years of service to the district based on date of hire prior to June 30, 2012 are eligible for medical, dental and vision benefits for the unit member only and 50% of the premium for dependents. This section shall not apply to unit members hired after June 30, 2012.

2122.1.3 The District will contribute the following maximum amounts for eligible unit members as specified in **2122.1.2, should the provisions included in the Governor's May budget revision that reduces the District's pension liability be included in the State-adopted budget for 2019-2020:**

District Annual Contribution PPO		District Annual Contribution HMO	
Single	\$10,100 \$10,805	Single	\$6,785 \$6,905
Employee + Spouse	\$21,200 \$23,285	Employee + Spouse	\$14,500 \$15,150
Employee + Child(ren)	\$15,400 \$16,900	Employee + Child(ren)	\$11,000 \$11,425
Family	\$25,700 \$28,000	Family	\$18,200 \$19,000

Should the State-adopted budget not include the provisions of the Governor's May budget revision that reduces the District's pension liability, the District's contributions will remain at the amounts indicated in the 2018-2019 agreement.

Eligible unit members shall be responsible for any costs incurred over the individual district contribution, which is specified in Appendix D.

2122.2 Benefit Plan Designs effective October 1, 2018-2019

See **Appendix D** for complete and specific information concerning all medical, dental, and vision care benefits.

2122.3 Eligibility

Present unit members may only request to elect to take health/life and dental insurance coverage prior to October 1 of each year to become effective October 1 of that year. New employees desiring to enroll **MUST** join any time during the first thirty (30) days of their employment. Health/life vision and dental insurance coverage for unit members and/or

7

District

CSEA #131

CSEA Labor Rep 120

their dependents is not automatic. unit members must fill out the appropriate enrollment forms in order to be covered.

2122.4 Health & Welfare Insurance Committee

The parties agree to maintain a District Employee Health & Welfare Insurance Committee, the membership of which shall be composed of at least four representatives from the Association. This Committee shall periodically research and review proposed and existing programs to ensure that quality and cost effectiveness criteria are maintained. The Committee shall meet periodically with insurance providers to determine that benefits are being accorded as required by the various benefits programs. Each of the four (4) CSEA representatives to the Committee shall be paid the short-term hourly rate of pay for meetings that extend beyond the unit member's regular work day.

2122.5 Early Retirement Health Benefit Program

2122.5.1 Any full-time unit member eligible to retire under the PERS regulations who has worked a minimum of five (5) consecutive years in District employment and who has initiated the steps to withdraw retirement funds from PERS has the option to continue his/her medical coverage under the District medical plan at District expense. The retiree must currently be covered under one of the District's medical plans for at least 12 months prior to retirement. Disability retirement does not qualify as early retirement. Modifications to the insurance program for active unit members, which reduce coverage and increase unit member costs, are also applicable to the former unit members then retired.

2122.5.2 The retiree may insure his/her spouse or registered domestic partner at retiree expense until such time as the spouse or domestic partner reaches the age of Medicare eligibility. The premium shall be the amount that the District pays for one year of coverage.

2122.5.3 Any retiree who waives the right to participate in the early retirement health benefit program shall receive ten thousand (\$10,000) dollars annually until the retiree meets one of the conditions in **2122.5.5** below. If the retirement health benefit is waived for any eligible year, the retiree may not apply for benefit reinstatement.

2122.5.4 It shall be the retiree's responsibility to pay the over-the-cap fee and dependent premium to the Business Office by the 10th of each school month. Default of two consecutive monthly payments shall result in the immediate termination of coverage; the District shall not assume the responsibility of reminding the retiree of premiums due.

District 

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CSEA Labor Rep 

2122.5.5 Coverage for retiree or spouse or domestic partner being carried at the retiree's expense or any other option under the early retiree health benefit program shall terminate upon the first occurrence of any of the following conditions:

1. The retiree attains the mandatory Medicare enrollment age.
2. The retiree becomes eligible for MediCal or Medicare benefits under Social Security.
3. The retiree becomes eligible for medical insurance under any other LBUSD unit member benefit plan.
4. When the retiree reaches mandatory Medicare enrollment age or any other conditions listed in b or c above, the spouse or domestic partner may continue on one of the District's medical plans, at the spouse's or domestic partner's own expense.

ARTICLE 22 23 – MANAGEMENT RIGHTS AND EMPLOYER POWERS

It is understood and agreed that the employer retains all powers and authority to direct and control District operations to the full extent of the law. Included, but not limited to those duties and powers, are the rights in accordance with applicable laws and Employer regulations to direct the work of unit members; to determine the means and services to be provided; establish the educational philosophy, goals, and objectives of the employer, school and/or other activity; to insure the rights of students, classified employees, teachers, managers and Board of Education members; to determine the number and kinds of personnel required; to determine the job descriptions after consultation with the exclusive representative; to maintain the efficiency of the school District operation; to determine the curriculum; to build, move or modify the facilities; to develop a budget; to develop and implement budget procedures with staff input; to determine the methods of raising revenue. In addition, the Employer retains the right to hire, assign, evaluate, terminate, and discipline unit members. Further the Employer reserves the right to do all that is necessary to exercise the foregoing powers, rights, authority, duties and responsibilities, including but not limited to, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, and shall be limited only by the specific and express terms of this Agreement, in conformance with the laws of the State of California.

ARTICLE 23 24 – CONFORMITY TO LAW-SAVINGS PROVISION

2324.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force.

2324.2 Federal law within the scope of representation is cause for reopening of negotiations on only the article(s) affected. Should a provision or application be deemed invalid under

the law by a court of competent jurisdiction, the parties shall meet no later than thirty (30) days after such court decision to re-negotiate the specific provision rendered invalid.

ARTICLE 24 25 – PROHIBITION OF STRIKES AND LOCKOUTS

2425.1 Apart from and in addition to existing legal restrictions upon work stoppages, the Association hereby agrees that neither it nor its members, or agents, or representatives, or the employees, or persons acting in concert with any of them, shall incite, encourage, or participate in any strike, walkout, slowdown, sympathy strike, or other work stoppage of any nature whatsoever during the life of this Agreement, for disputes concerning matters not mentioned in this Agreement, disputes contending that the District has committed unfair employment practices, under EERA, disputes with other labor organizations, persons or employers, or jurisdictional disputes. In the event of any strike, walkout, slowdown, sympathy strike or work stoppage or threat thereof, the Association and its officers will do everything reasonable within their power to end or avert the same. The District will not lock out the employees covered by the Agreement during the life of this Agreement.

2425.2 Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, picketing, sympathy strike, work stoppage or other concerted interference in violation of this Article, or refusing to perform duly assigned services in violation of this Article, shall be subject to discipline up to and including termination.

ARTICLE 25 26 – SUPPORT OF AGREEMENT

2526.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the District and Association will support this Agreement for its term and will not seek change or improvement in any matter subject to meet and negotiation process. except by mutual agreement of the District and the Association.

2526.2 The parties agree that in the event of scribe's error(s) of omission or commission in the preparation of the current collective bargaining agreement (2018-2021), that the language of the Tentative Agreement(s) shall prevail in the event of a conflict(s).

ARTICLE 26 27 – TERM

2627.1 The duration of the agreement shall be three years from July 1, 2018, through June 30, 2021, with re-openers of up to two articles, in addition to health and welfare and salary, for each party in year two and year three of the Agreement.

District

CSEA #13T

CSEA Labor Rep

Appendix C – Evaluation Instrument

**Laguna Beach Unified School District
CLASSIFIED EMPLOYEE EVALUATION FORM**

NAME:

☐ Permanent

SCHOOL/WORK SITE:

☐ Probationary:

CURRENT JOB TITLE:

☐ 4th Month

DATE:

☐ 8th Month

Directions: Evaluator(s) shall complete this form by checking the appropriate rating and meeting with the employee to discuss its content. This form shall be signed and dated by both the employee and the evaluator(s).

This evaluation will be placed in the employee's Primary Personnel file. The employee has the right to respond either in the comments section or on a separate sheet to be attached to this evaluation.

I. COMPLIANCE WITH RULES/REGULATIONS

1. ☐

Unable to follow job rules and regulations. reminders.

2. ☐

Often unable to follow job rules and regulations

3. ☐

Follows job rules and regulations with occasional

4. ☐

Almost always follows job rules and regulations.

5. ☐

Always follows job rules and regulations.

Comments: _____

II. QUALITY OF WORK

1. ☐

Unsatisfactory meet established standards.

2. ☐

Often does not established standards.

3. ☐

Meets established standards.

4. ☐

Exceeds

5. ☐

Excellent.

Comments: _____

III. KNOWLEDGE OF WORK

1. ☐

Lacks awareness of duties and responsibilities. duties/responsibilities. manner.

2. ☐

Serious weakness in ability to grasp and carry-out job a satisfactory manner.

3. ☐

Grasps and carries out job duties and responsibilities in an above average

4. ☐

Executes job duties and responsibilities in responsibilities.

5. ☐

Exceptional ability to execute job duties and

Comments: _____

IV. VOLUME OF WORK

1. ☐

Output is

2. ☐

Output is below

3. ☐

Output is average.

4. ☐

Output is above

5. ☐

Output is

District ew

CSEA #131 mt

CSEA Labor Rep rv

unsatisfactory
high

average.

average.

exceptionally

Comments: _____

V. ATTENDANCE

1. ☐

Excessive:
(4 days in excess of annual
sick leave entitlement)
6-12 days/12 months)

2. ☐

Needs Improvement:
(1-3 days in excess of annual
sick leave entitlement)

3. ☐

Average:
(6-10 days/10 months
6-11 days/11 months)

4. ☐

Above average:
(3-5 days annually)

5. ☐

Excellent:
(0-2 days annually)

Comments: _____

VI. PUNCTUALITY

1. ☐

Unsatisfactory. 5 or
More times late to work.
to work)

2. ☐

Needs improvement.
3-4 times late to work.

3. ☐

Average:
2 times late to work.

4. ☐

Above average:
1 time late to work.

5. ☐

Excellent.
(always prompt in reporting

Comments: _____

I. DEPENDABILITY

1. ☐

Consistently fails to
meet deadlines.
meets deadlines.

2. ☐

Frequently misses
deadlines.

3. ☐

Meets deadlines.

4. ☐

Above average in
pre-planning.

5. ☐

Excellent pre
planning. Always

Comments: _____

VIII. ATTITUDE TOWARD OTHERS CONTACTED IN THE COURSE OF WORK

1. ☐

Consistently displays
uncooperative
attitude and discourteous
behavior.

2. ☐

Occasionally displays
uncooperative attitude
and discourteous
behavior.

3. ☐

Generally
cooperative and
tactful.

4. ☐

Consistently congenial
and cooperative.

5. ☐

An exceptionally
positive force for
public and staff
morale.

Comments: _____

IX. WORK ATTITUDE (RESPONSE TO CHANGE/INITIATIVE)

1. ☐

Evidences little interest
toward work: lacks
initiative; refuses to
change and/or accept
new procedures or ideas.

2. ☐

Frequently appears
indifferent toward
work; frequently lacks
initiative; resistant to
change.

3. ☐

Shows average interest;
generally accepts
change.

4. ☐

Shows considerable
interest; willing to
accept change.

5. ☐

Self-motivate;
enthusiastically
accepts new ideas
and changes.

Comments: _____

X. OVERALL EMPLOYEE RATING SUMMARY

☐ An Exceptional Employee: one of the best observed in similar positions.
Performance outstanding.

District ew

CSEA #131 mt

CSEA Labor Rep pp

- ☐ Stands Out: clearly superior to others in similar positions.
Performance exceeds established standards.
- ☐ Employee Meets Expectations: appears to be suited for position.
Performance meets established standards.
- ☐ Serious weakness in work efficiency and/or attitude.
Performance needs improvement.

XI. EMPLOYMENT RECOMMENDATION:

For Permanent Employees Only:

- ☐ Retain ☐ Retain On Condition ☐ Notice of Disciplinary Action
(Suspension, demotion or dismissal)

For Probationary Employees Only:

- ☐ Continue in Probationary position for 8th month evaluation ☐ Recommend Termination:
- ☐ Recommend for Permanency
(8th month evaluation only)

XII. COMMENTS:

Employee Signature

Title

Date

**Employee signature indicates the evaluation has been seen by and discussed with the employee but does not necessarily constitute agreement.

Signature of Supervisor

Title

Date

Rating of 1 or 2 in any category must be supported in the comments section or in the form of an attachment.

Original to Personnel Office
Copy to Employee

Agreed this 28th day of May, 2019.

Margaret Warden
Margaret Warden,
President, CSEA, Chapter 131

Leisa Winston
Leisa Winston
Assistant Superintendent, Human Resources

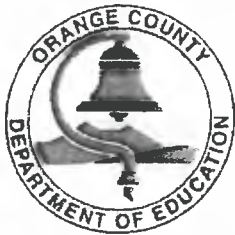
Robert Dewitz
Robert Dewitz
CSEA Labor Representative

13

District EW

CSEA #131 MD

CSEA Labor Rep RD



June 12, 2019

Jan Vickers, Board President
Laguna Beach Unified School District
550 Blumont Street
Laguna Beach, CA 92651

Jason Viloria, Ed.D., District Superintendent
Laguna Beach Unified School District
550 Blumont Street
Laguna Beach, CA 92651

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**

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P.O. BOX 9050
COSTA MESA, CA
92628-9050

(714) 966-4000

FAX (714) 432-1916

www.ocde.us

AL MJARES, Ph.D.
County Superintendent
of Schools

Re: Disclosure of Collective Bargaining Agreement – California School Employees Association (CSEA) Chapter 131

Dear Ms. Vickers and Dr. Viloria:

Thank you for the submission of the disclosure of collective bargaining agreement for the California School Employees Association (CSEA) Chapter 131 bargaining unit. The Orange County Superintendent of Schools has reviewed the District's disclosure in accordance with Assembly Bill (AB) 1200 (Statute of 1991, Chapter 1213) and Government Code 3547.5 as amended by AB 2756.

The proposed agreement covers the period from July 1, 2019 through June 30, 2020. For the 2019-20 school year, the District and CSEA have agreed to a 4.0% salary increase on the schedule. Additionally, the parties agree to increase the health and welfare benefits hard caps with details as shown in the chart below:

	District Annual Contribution PPO		District Annual Contribution HMO	
	18-19 Caps	19-20 Caps	18-19 Caps	19-20 Caps
Single	\$10,100	\$10,805	\$6,785	\$6,905
EE+Spouse	\$21,200	\$23,285	\$14,500	\$15,150
EE+Children(s)	\$15,400	\$16,900	\$11,000	\$11,425
Family	\$25,700	\$28,000	\$18,200	\$19,000

It should be noted that in the event the State-adopted budget does not include the provisions of the Governor's May budget revision that reduces the District's pension liability, the District's health and welfare contribution will remain unchanged at the amounts indicated in the 2018-19 agreement. Also, during the term of this agreement, should any agreement that results in a higher total compensation than provided to the members of CSEA, the District agrees to adjust the total compensation provided to members to an equivalent amount.

The fiscal impact of the proposed agreement results in an expenditure increase of \$0.44 million beginning in the 2019-20 school year.

**ORANGE COUNTY
BOARD OF EDUCATION**

MARI BARKE

JOHN W. BEDELL, PH.D.

REBECCA 'BECKIE' GOMEZ

LISA SPARKS, PH.D.

KEN L. WILLIAMS D.O.

Ms. Jan Vickers
Dr. Jason Vioria
June 12, 2019
Page 2 of 2

We would like to extend our thanks to your staff for the thorough and timely preparation of the disclosure of collective bargaining agreement. If you have any questions, please call me at (714) 966-4229 or Chris Lombardo at (714) 966-4248.

Sincerely,

A handwritten signature in black ink, appearing to read "Dean West", with a stylized flourish at the end.

Dean West, CPA
Associate Superintendent, Business Services

cc: Jeff Dixon, Assistant Superintendent, Business Services

Laguna Beach Unified School District

12.b. PUBLIC HEARING

June 25, 2019

Public Disclosure of Collective Bargaining Agreement in Accordance with AB 1200 (Chapter 1213/1991), Government Code 3547.5 and CCR, Title V, Section 15449; and 2019-2020 Negotiated Agreement with Laguna Beach Unified Faculty Association (LaBUFA)

Proposal

The Board of Education will conduct a public hearing on the 2019-2020 revisions to the 2017-2020 Collective Bargaining Agreement negotiated by the designated representatives of the Laguna Beach Unified Faculty Association (LaBUFA) and the Laguna Beach Unified School District to obtain public input and discussion.

Staff proposes the Board of Education ratify the 2019-2020 revisions to the 2017-2020 Collective Bargaining Agreement negotiated by the designated representatives of the Laguna Beach Unified Faculty Association (LaBUFA) and the Laguna Beach Unified School District.

Background

The Association and the District reached Tentative Agreement for the 2019-2020 revisions to the 2017-2020 agreement. The District and Association utilized Interest-Based Bargaining (IBB) as the process.

The Tentative Agreement attached includes changes in total compensation. The agreement includes a 4% salary increase and an increase to the District's contribution to employee health and welfare premiums.

Budget Impact

Public Disclosure of Collective Bargaining Agreements in Accordance with AB 1200 (Chapter 1213/1991), Government Code 3547.5 and CCR, Title V, Section 15449 require that the costs associated with the agreement be publicly disclosed and approved by the Board of Education.

The revised cost for 2019-20 is \$1,052,445.

Recommended Action

Staff recommends the Board of Education publicly present information on the 2019-2020 revisions to the 2017-2020 Collective Bargaining Agreement negotiated by the designated representatives of the Laguna Beach Unified Faculty Association (LaBUFA) and the Laguna Beach Unified School District and after hearing all public input and comments, officially close the public hearing.

June 7, 2019

TENTATIVE AGREEMENT 2019-2020

Between

Laguna Beach Unified School District

And

Laguna Beach Unified Faculty Association/CTA/NEA (LaBUFA)

The Laguna Beach Unified School District and the Laguna Beach Unified Faculty Association/CTA/NEA (LaBUFA) have reached a Tentative Agreement for 2019-2020 that provides for:

ARTICLE 7. HOURS

7.1 Definitions

The following definitions have been developed for this Article:

7.1.1 Student Instructional Day: The period of time when student instruction begins to when students are excused for the day, excluding passing and recess periods, preparatory and conference periods, lunch periods, and prior-to-school time.

7.1.2 Professional Work Week: The work week for classroom teachers, counselors and speech-language pathologists shall be thirty-five (35) hours on site, inclusive of lunch, except for weeks that include non-work days. The professional work week for nurses, digital media and library specialist, and the athletic director shall be forty (40) hours on site. Professional responsibilities outlined in 7.6.3, such as adjunct duties, may take place outside of the student instructional day.

7.1.3 Modified Day: A regular early-out or late start day assigned to the annual schedule for each school site.

~~7.1~~ 7.2 Duty Day

~~7.12.1~~ 7.2.1 Unit members shall be required to be at their schools or other work sites thirty (30) minutes prior to the beginning of the students' instructional day, except at the High School where the reporting time is fifteen (15) minutes prior to the beginning of the students' instructional day.

~~7.12.2~~ 7.2.2 On the last contractual day of the school year, completion of professional responsibilities shall be evidenced by the signature of the immediate supervisor on a District-developed end of-the-year checklist.

~~7.12.3~~ 7.2.3 Staff meetings will be scheduled during the professional work day at each site.

~~7.12.4~~ 7.2.4 Unit members shall work a professional work day, inclusive of all duties outlined in 7.6. Unit members may leave at the conclusion of the ~~regular~~ student instructional day, except on modified days, as long as they do not have student, parent, or administrative appointments. Secondary teachers may leave at the conclusion of the student instructional day on days when final exams are held.

7.12.5 Unit members are not required to perform student supervision during Student contact time is exclusive of all passing and recess periods, preparatory and conference periods, lunch periods, and prior to school time the professional work day, unless included in the duty description for stipend or adjunct assignment.

7.2.6 There will be a minimum of 30 consecutive minutes of duty free lunch.

~~7.1.6 Unit members will be paid at the certificated non-instructional rate for any required meetings or training that extends more than 15 minutes beyond the student instructional day, exclusive of professional responsibilities identified in 7.1.2, 7.6, and negotiated stipends.~~

~~7.1.7 Unit members will be paid at the certificated instructional rate for required additional instructional contact time with students that extends beyond the state-required student instructional minutes. This provision is exclusive of professional responsibilities identified in 7.1.2, 7.6, and negotiated stipends. Student instructional minutes shall remain at the 2015-16 minutes unless otherwise negotiated or changed by the state.~~

7.2.7 Every effort will be made to schedule Individual Education Plan (IEP) meetings during the school day. However, in the event IEP meetings extend 30 minutes beyond the unit member's work day, the unit member will be paid the certificated instructional rate of pay for the time beyond the work day.

~~7.1.8 The duty day for nurses, digital media and library specialist, and the athletic director shall be an eight (8) hour work day.~~

7.2.8 Optional after-school instructional enrichment and intervention, not assigned as an adjunct duty, performed by unit members beyond the professional work day will be paid at the certificated hourly instructional rate.

7.2.9 Optional professional development beyond the professional work day will be paid at the certificated hourly non-instructional rate.

7.2.10 The District and Association will negotiate before student instructional minutes are amended.

7.2.11 The District shall assign consecutive periods to a middle or high school teacher, inclusive of a preparation period, unless otherwise agreed by the unit member and site administrator.

ARTICLE 8. CLASS SIZE

8.6 Specialist services will be provided during this Agreement according to the following ratios:

- 8.6.1 District Nurse, 1:3,000
- 8.6.2 Elementary School Counselor, 1:700
- 8.6.3 Middle School Counselor, 1:450

8.6.4 High School Counselor, 1:450

8.6.5 Education specialist caseloads shall be staffed at an average of 25:1 per school site. Should the site caseload exceed this ratio, each education specialist at the school site will receive one salary point for each month the site is over the caseload average.

8.6.6 The average caseload for a speech and language specialist shall not exceed 55 cases. The maximum caseload for a speech and language specialist providing services exclusively to preschool students shall not exceed a count of 40.

8.7 The prescribed ratios stated above specify the minimum counselors to be employed. The District reserves the right to adjust these ratios in cases where a loss of finances occurs or a planned reduction or elimination of services becomes necessary.

8.8 Education specialists shall meet and confer with administration to distribute caseloads equitably.

8.9. The District shall make reasonable efforts to equitably distribute students with Individual Education Programs and students with Section 504 of the 1973 Rehabilitation Act Accommodation Plans among general education teachers with consideration given to previous assignments.

8.9.1 Administration shall meet, upon request, with affected unit members and/or grade level or departments to discuss equitable placement of students identified in 8.9.

ARTICLE 11. EVALUATION

Teachers due for formal evaluation shall be evaluated using the pilot evaluation system developed and piloted during the 2018-2019 school year. ~~The Joint Teacher District Evaluation Committee shall meet during the 2018-2019 school year to review feedback regarding the program and recommend any changes to the bargaining unit and district by May 15, 2019.~~ Counselors and unit members in non-classroom teacher roles will **utilize the jointly developed pilot evaluation system for 2019-2020.** ~~continue to utilize the current process in 2018-2019. A committee will work to develop modifications to the counselor and non-classroom teacher evaluation process during the 2018-2019 school year and recommend modifications to bargaining units by May 15, 2019. The amendments to this section are considered temporary language for the 2018-2019~~ **2019-2020** school year only.

ARTICLE 18. SALARY SCHEDULE

18.3 The basis of the salary schedule is a point system. The value of ~~\$202.20~~ **\$210.29** shall be awarded for school year ~~2018-2019~~ **2019-2020**. (refer to Appendix A). On the Counselor Salary Schedule (refer to Appendix A), the value of ~~\$213.14~~ **\$221.67** shall be awarded for school year ~~2018-2019~~ **2019-2020**. On the Nurse Salary Schedule (refer to Appendix A), the value of ~~\$243.58~~ **\$253.32** shall be awarded for school year ~~2018-2019~~ **2019-2020**. On the Athletic Director Salary Schedule (refer to Appendix A), the value of ~~\$260.75~~ **\$271.18** shall be awarded for school year ~~2018-2019~~ **2019-2020**. An additional \$1,000 **five points** will be added to a unit member's salary after completion of 16 years of service **and an additional 20 points will be added after completion of 23 years of service.**

- 18.3.1 An additional \$2,500 will be added to a unit member's salary upon completion of National Teacher Board Certification, National Counselor Board Certification, or Certification of Clinical Competence. When earned mid-year, the amount shall be pro-rated.
- ~~18.3.2 The District shall allocate one half percent (0.5%) of base salary as a one-time, off schedule salary payment for all unit members employed by the District as of July 1, 2018.~~
- ~~18.3.3 In addition, if the 2018-19 adopted State Budget results in an increase in one-time unrestricted fund, the District shall allocate LaBUFA's proportional share of the additional funds up to 1% as a one-time, off schedule salary payment for all unit members employed by the District as of July 1, 2018.~~
- 18.4 Direct student hourly instruction rate of pay shall be ~~\$46.83~~ **\$48.70** per hour and other district-approved work performed by a bargaining unit member on a voluntary basis shall be paid at an hourly rate of ~~\$40.97~~ **\$42.61**.

Summer School pay shall be as follows:

<u>Years of LBUSD Experience</u>	<u>Hourly Rate</u>
1-5	\$46.83 \$48.70
6-15	\$52.67 \$54.78
16-21+	\$58.54 \$60.88

These hourly rates of pay shall be increased each school year by the same percentage increase as is applied to the Certificated Unit Member Salary Schedule.

ARTICLE 19. FRINGE BENEFITS

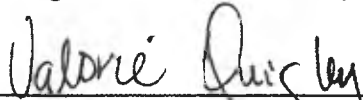
- 19.2 During the term of the contract, employees will be eligible to enroll in the Blue Shield Preferred Provider Plan (PPO), Blue Shield HMO, or the Kaiser Permanente HMO. The District will contribute the following maximum amounts for eligible unit members, should the provisions included in the Governor's May budget revision that reduces the District's pension liability be included in the State-adopted budget for 2019-2020:

District Annual Contribution PPO		District Annual Contribution HMO	
Single	\$10,100 \$10,805	Single	\$6,785 \$6,905
Employee + Spouse	\$21,200 \$23,285	Employee + Spouse	\$14,500 \$15,150
Employee + Child(ren)	\$15,400 \$16,900	Employee + Child(ren)	\$11,000 \$11,425
Family	\$25,700 \$28,000	Family	\$18,200 \$19,000

Should the State-adopted budget not include the provisions of the Governor's May budget revision that reduces the District's pension liability, the District's contributions will remain at the amounts indicated in the 2018-2019 agreement.

Eligible unit members shall be responsible for any costs incurred over the individual cap.

The Laguna Beach United Faculty Association/CTA/NEA



Valorie Quigley, Treasurer and Bargaining Chair, LaBUFA

The Laguna Beach Unified School District



Leisa Winston, Assistant Superintendent, Human Resources & Public Communications, LBUSD

**Orange County Department of Education
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Laguna Beach Unified School District - Laguna Beach Unified Faculty

School District - Bargaining Unit: Association (LaBUFA)

Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2019 and ending: June 30, 2020
(date) (date)

The Governing Board will act upon this agreement on: _____
(date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY 2019-20	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2019-20	Year 2 Increase/(Decrease) FY 2020-21	Year 3 Increase/(Decrease) FY 2021-22
1 Salary Schedule Increase (Decrease)	\$ 18,860,852.00	\$ 754,437		\$ -
		4.00%	0.00%	0.00%
2 Step and Column Increase (Decrease) Due to movement plus any changes due to settlement	\$ 258,073.00	\$ 10,323	\$ -	\$ -
		4.00%	0.00%	0.00%
3 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)	\$ -	\$ 7,099	\$ -	\$ -
		0.00%	0.00%	0.00%
Description of other compensation Conversion of longevity stipend to point system				
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 3,720,352	\$ 150,196	\$ -	\$ -
		4.04%	0.00%	0.00%
5 Health/Welfare Plans	\$ 2,663,749	\$ 130,390	\$ -	\$ -
		4.89%	0.00%	0.00%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 25,503,026	\$ 1,052,445	\$ -	\$ -
7 Total Number of Represented Employees (Use FTEs if appropriate)	164.49	164.49	0	0
8 Total Compensation <u>Average</u> Cost per Employee	\$ 155,043	\$ 6,398	\$ -	\$ -
		4.13%	0.00%	0.00%

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

The District will increase the LaBUFA Salary Schedule by 4% for 2019-2020. Additionally, conversion of longevity stipend to points, 5 points after 16 years and 20 points after 23 years, equivalent to 4% increase.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

11. Please include comments and explanations as necessary.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefit? Yes ☒ No ☐

If yes, please describe the cap amount.

The District will contribute annual amount for eligible unit members based on tiered structure individual cap as specified below, should the provision included in the Governor's May budget revision that reduces the District's pension liability be included in the State-adopted budget for 2019-2020. Should the State-adopted budget not include the provisions of the Governor's May budget revision that reduces the District's pension liability, the District's contribution will remain at the amounts indicated in the 2018-2019 agreement. The Districtwide Hard Cap was based on total budgeted amount of \$4,559,000 for all District employee benefits in 2018-2019 and would increase to \$4,780,000 in 2019-2020.

District Annual Contribution PPO		District Annual Contribution HMO	
Single	\$ 10,805	Single	\$ 6,905
EE+Spouse	\$ 23,285	EE+Spouse	\$ 15,150
EE+Children(s)	\$ 16,900	EE+Children(s)	\$ 11,425
Family	\$ 28,000	Family	\$ 19,000

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Additional language regarding special education staffing ratios and distribution of caseloads.

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?**

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None

D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

During the term of this agreement, should any agreement that results in a higher total compensation than provided to the members of LaBUFA, the District agrees to adjust the total compensation provided to members to an equivalent amount.

Should the provision included in the Governor's May budget revision that reduces the District's pension liability be included in the State-adopted budget for 2019-2020. Should the State-adopted budget not include the provisions of the Governor's May budget revision that reduces the District's pension liability, the District's contribution will remain at the amounts indicated in the 2018-2019 agreement. The Districtwide Hard Cap was based on total budgeted amount of \$4,559,000 for all District employee benefits in 2018-2019 and would increase to \$4,780,000 in 2019-2020.

E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

Ongoing expenditures after settlement of are within available ongoing revenue.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

Definitions and clarification to hours language to provide flexibility and clarity to unit members and management. Implementation of a third year of the teacher evaluation pilot and the first year of the pilot for counseling staff and non-classroom teachers.

G. Source of Funding for Proposed Agreement

1. Current Year

Receipt of additional property tax revenue. Property tax revenues are projected to increase 4.7% in 2019-20.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

Property tax revenue is an on-going source to support salaries.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **Laguna Beach Unified Faculty Association (LaBUFA)**

	Column 1	Column 2	Column 3	Column 4
	Draft 2019-20 Budget Before Settlement	Adjustments as a Result of Settlement	Other Revisions CSEA/Mgmt	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ 57,697,243	\$ -	\$ -	\$ 57,697,243
Remaining Revenues (8100-8799)	\$ 2,008,107	\$ -	\$ -	\$ 2,008,107
TOTAL REVENUES	\$ 59,705,350	\$ -	\$ -	\$ 59,705,350
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 19,847,023	\$ 694,673	\$ 99,807	\$ 20,641,503
Classified Salaries (2000-2999)	\$ 6,599,573	\$ -	\$ 251,814	\$ 6,851,387
Employee Benefits (3000-3999)	\$ 9,731,308	\$ 252,527	\$ 158,845	\$ 10,142,680
Books and Supplies (4000-4999)	\$ 2,211,059	\$ -	\$ -	\$ 2,211,059
Services, Other Operating Expenses (5000-5999)	\$ 6,036,227	\$ -	\$ -	\$ 6,036,227
Capital Outlay (6000-6599)	\$ 1,112,383	\$ -	\$ -	\$ 1,112,383
Other Outgo (7100-7299) (7400-7499)	\$ 196,000	\$ -	\$ -	\$ 196,000
Direct Support/Indirect Cost (7300-7399)	\$ (65,931)	\$ -	\$ -	\$ (65,931)
Other Adjustments				
TOTAL EXPENDITURES	\$ 45,667,642	\$ 947,200	\$ 510,466	\$ 47,125,308
OPERATING SURPLUS (DEFICIT)	\$ 14,037,708	\$ (947,200)	\$ (510,466)	\$ 12,580,042
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 2,850,000	\$ -	\$ -	\$ 2,850,000
CONTRIBUTIONS (8980-8999)	\$ (9,345,173)	\$ (105,245)	\$ (199,299)	\$ (9,649,717)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 1,842,535	\$ (1,052,445)	\$ (709,765)	\$ 80,325
BEGINNING BALANCE	\$ 5,062,083			\$ 5,062,083
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 6,904,618	\$ 5,852,173	\$ 5,142,408	\$ 5,142,408
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 50,000	\$ -	\$ -	\$ 50,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 3,654,618	\$ (1,072,445)	\$ (769,765)	\$ 1,812,408
Reserve for Economic Uncertainties (9789)	\$ 3,200,000	\$ 20,000	\$ 60,000	\$ 3,280,000
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund				
Enter Bargaining Unit: Laguna Beach Unified Faculty Association (LaBUFA)				
	Column 1	Column 2	Column 3	Column 4
	Draft 2019-20 Budget Before Settlement	Adjustments as a Result of Settlement	Other Revisions CSEA/Mgmt	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 5,464,961	\$ -	\$ -	\$ 5,464,961
TOTAL REVENUES	\$ 5,464,961	\$ -	\$ -	\$ 5,464,961
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 2,967,198	\$ 77,186	\$ 29,813	\$ 3,074,197
Classified Salaries (2000-2999)	\$ 2,364,964	\$ -	\$ 106,198	\$ 2,471,162
Employee Benefits (3000-3999)	\$ 4,224,575	\$ 28,059	\$ 63,288	\$ 4,315,922
Books and Supplies (4000-4999)	\$ 405,456	\$ -	\$ -	\$ 405,456
Services, Other Operating Expenses (5000-5999)	\$ 3,528,010	\$ -	\$ -	\$ 3,528,010
Capital Outlay (6000-6599)	\$ 1,044,000	\$ -	\$ -	\$ 1,044,000
Other Outgo (7100-7299) (7400-7499)	\$ 210,000	\$ -	\$ -	\$ 210,000
Direct Support/Indirect Cost (7300-7399)	\$ 65,931	\$ -	\$ -	\$ 65,931
Other Adjustments				
TOTAL EXPENDITURES	\$ 14,810,134	\$ 105,245	\$ 199,299	\$ 15,114,678
OPERATING SURPLUS (DEFICIT)	\$ (9,345,173)	\$ (105,245)	\$ (199,299)	\$ (9,649,717)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 9,345,173	\$ 105,245	\$ 199,299	\$ 9,649,717
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ -	\$ -	\$ -	\$ -
BEGINNING BALANCE	\$ 3,043,234			\$ 3,043,234
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 3,043,234	\$ 3,043,234	\$ 3,043,234	\$ 3,043,234
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 3,043,234	\$ -	\$ -	\$ 3,043,234
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund				
Enter Bargaining Unit: Laguna Beach Unified Faculty Association (LaBUFA)				
	Column 1	Column 2	Column 3	Column 4
	Draft 2019-20 Budget Before Settlement	Adjustments as a Result of Settlement	Other Revisions CSEA/Mgmt	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ 57,697,243	\$ -	\$ -	\$ 57,697,243
Remaining Revenues (8100-8799)	\$ 7,473,068	\$ -	\$ -	\$ 7,473,068
TOTAL REVENUES	\$ 65,170,311	\$ -	\$ -	\$ 65,170,311
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 22,814,221	\$ 771,859	\$ 129,620	\$ 23,715,700
Classified Salaries (2000-2999)	\$ 8,964,537	\$ -	\$ 358,012	\$ 9,322,549
Employee Benefits (3000-3999)	\$ 13,955,883	\$ 280,586	\$ 222,133	\$ 14,458,602
Books and Supplies (4000-4999)	\$ 2,616,515	\$ -	\$ -	\$ 2,616,515
Services, Other Operating Expenses (5000-5999)	\$ 9,564,237	\$ -	\$ -	\$ 9,564,237
Capital Outlay (6000-6599)	\$ 2,156,383	\$ -	\$ -	\$ 2,156,383
Other Outgo (7100-7299) (7400-7499)	\$ 406,000	\$ -	\$ -	\$ 406,000
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
Other Adjustments				
TOTAL EXPENDITURES	\$ 60,477,776	\$ 1,052,445	\$ 709,765	\$ 62,239,986
OPERATING SURPLUS (DEFICIT)	\$ 4,692,535	\$ (1,052,445)	\$ (709,765)	\$ 2,930,325
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 2,850,000	\$ -	\$ -	\$ 2,850,000
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 1,842,535	\$ (1,052,445)	\$ (709,765)	\$ 80,325
BEGINNING BALANCE	\$ 8,105,317			\$ 8,105,317
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 9,947,852	\$ 8,895,407	\$ 8,185,642	\$ 8,185,642
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 50,000	\$ -	\$ -	\$ 50,000
Restricted Reserves (9740)	\$ 3,043,234	\$ -	\$ -	\$ 3,043,234
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 3,654,618	\$ (1,072,445)	\$ (769,765)	\$ 1,812,408
Reserve for Economic Uncertainties (9789)	\$ 3,200,000	\$ 20,000	\$ 60,000	\$ 3,280,000
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **Laguna Beach Unified Faculty Association (LaBUFA)**

	2019-20	2020-21	2021-22
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Local Control Funding Formula Sources (8010-8099)	\$ 57,697,243	\$ 60,376,558	\$ 62,755,953
Remaining Revenues (8100-8799)	\$ 7,473,068	\$ 7,444,674	\$ 7,655,034
TOTAL REVENUES	\$ 65,170,311	\$ 67,821,232	\$ 70,410,987
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 23,715,700	\$ 24,190,014	\$ 24,673,814
Classified Salaries (2000-2999)	\$ 9,322,549	\$ 9,397,129	\$ 9,472,307
Employee Benefits (3000-3999)	\$ 14,458,602	\$ 15,335,453	\$ 15,660,905
Books and Supplies (4000-4999)	\$ 2,616,515	\$ 2,350,039	\$ 2,392,710
Services, Other Operating Expenses (5000-5999)	\$ 9,564,237	\$ 9,782,777	\$ 10,120,048
Capital Outlay (6000-6999)	\$ 2,156,383	\$ 1,575,159	\$ 1,484,321
Other Outgo (7100-7299) (7400-7499)	\$ 406,000	\$ 418,834	\$ 431,613
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 62,239,986	\$ 63,049,405	\$ 64,235,718
OPERATING SURPLUS (DEFICIT)	\$ 2,930,325	\$ 4,771,827	\$ 6,175,269
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 2,850,000	\$ 3,100,000	\$ 3,250,000
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 80,325	\$ 1,671,827	\$ 2,925,269
BEGINNING BALANCE	\$ 8,105,317	\$ 8,185,642	\$ 9,857,469
CURRENT-YEAR ENDING BALANCE	\$ 8,185,642	\$ 9,857,469	\$ 12,782,738
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 50,000	\$ 50,000	\$ 50,000
Restricted Reserves (9740)	\$ 3,043,234	\$ 3,043,234	\$ 3,043,234
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 1,812,408	\$ 3,414,235	\$ 6,289,504
Reserve for Economic Uncertainties (9789)	\$ 3,280,000	\$ 3,350,000	\$ 3,400,000
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2019-20	2020-21	2021-22
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 65,089,986	\$ 66,149,405	\$ 67,485,718
b.	State Standard Minimum Reserve Percentage for this District Enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 1,952,700	\$ 1,984,482	\$ 2,024,572

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 3,280,000	\$ 3,350,000	\$ 3,400,000
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 3,280,000	\$ 3,350,000	\$ 3,400,000
h.	Reserve for Economic Uncertainties Percentage	5.04%	5.06%	5.04%

3. Do unrestricted reserves meet the state minimum reserve amount?

2019-20	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2020-21	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2021-22	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 (i.e., increase was partially budgeted), explain the variance below:

N/A

6. Please include any additional comments and explanations of Page 4 as necessary:

N/A

L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

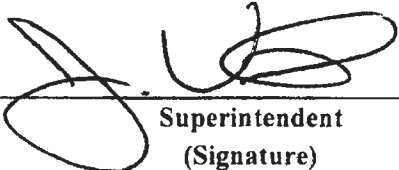
The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Laguna Beach Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Laguna Beach Unified Faculty Association (LaBUFA), during the term of the agreement from July 1, 2019 to June 30, 2020.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:	Budget Adjustment Increase (Decrease)
Revenues/Other Financing Sources	0
Expenditures/Other Financing Uses	1,052,445
Ending Balance Increase (Decrease)	-1,052,445

____ (No budget revisions necessary)



Superintendent
(Signature)

6.10.2019

Date



Chief Business Official
(Signature)

6.10.2019

Date

M. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.



District Superintendent (or Designee)
(Signature)

6.10.2019

Date

Jeff Dixon, Assistant Superintendent, Business

Contact Person

(949) 497-7700 x5222

Phone

President or Clerk of the Governing Board
(Signature)

Date



June 12, 2019

Jan Vickers, Board President
Laguna Beach Unified School District
550 Blumont Street
Laguna Beach, CA 92651

Jason Vilorio, Ed.D., District Superintendent
Laguna Beach Unified School District
550 Blumont Street
Laguna Beach, CA 92651

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**

200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050

(714) 966-4000

FAX (714) 432-1916

www.ocde.us

AL MIJARES, Ph.D.
County Superintendent
of Schools

Re: Disclosure of Collective Bargaining Agreement – Laguna Beach Unified Faculty Association (LaBUFA)

Dear Ms. Vickers and Dr. Vilorio:

Thank you for the submission of the disclosure of collective bargaining agreement for the Laguna Beach Unified Faculty Association (LaBUFA) bargaining unit. The Orange County Superintendent of Schools has reviewed the District's disclosure in accordance with Assembly Bill (AB) 1200 (Statute of 1991, Chapter 1213) and Government Code 3547.5 as amended by AB 2756.

The proposed agreement covers the period from July 1, 2019 through June 30, 2020. For the 2019-20 school year, the District and LaBUFA have agreed to a 4.0% salary increase on the schedule. In addition, the parties agree to a conversion in longevity stipend to points such as 5 points after 16 years and 20 points after 23 years, which is the equivalent of a 4.0% increase. There are also increases to the health and welfare benefits hard caps with details as shown in the chart below:

	District Annual Contribution PPO		District Annual Contribution HMO	
	18-19 Caps	19-20 Caps	18-19 Caps	19-20 Caps
Single	\$10,100	\$10,805	\$6,785	\$6,905
EE+Spouse	\$21,200	\$23,285	\$14,500	\$15,150
EE+Children(s)	\$15,400	\$16,900	\$11,000	\$11,425
Family	\$25,700	\$28,000	\$18,200	\$19,000

It should be noted that in the event the State-adopted budget does not include the provisions of the Governor's May budget revision that reduces the District's pension liability, the District's health and welfare contribution will remain unchanged at the amounts indicated in the 2018-19 agreement. Also, during the term of this agreement, should any agreement that results in a higher total compensation than provided to the members of LaBUFA, the District agrees to adjust the total compensation provided to members to an equivalent amount.

The fiscal impact of the proposed agreement results in an expenditure increase of \$1.05 million beginning in the 2019-20 school year.

**ORANGE COUNTY
BOARD OF EDUCATION**

MARI BARKE

JOHN W BEDELL, PH.D

REBECCA "BECKIE" GOMEZ

LISA SPARKS, PH.D

KEN L. WILLIAMS, D.O

Ms. Jan Vickers
Dr. Jason Vlloria
June 12, 2019
Page 2 of 2

We would like to extend our thanks to your staff for the thorough and timely preparation of the disclosure of collective bargaining agreement. If you have any questions, please call me at (714) 966-4229 or Chris Lombardo at (714) 966-4248.

Sincerely,

A handwritten signature in black ink, appearing to read "Dean West", with a horizontal line extending to the right.

Dean West, CPA
Associate Superintendent, Business Services

cc: Jeff Dixon, Assistant Superintendent, Business Services

Laguna Beach Unified School District

12.c. PUBLIC HEARING

June 25, 2019

Public Disclosure of Proposal in Accordance with AB 1200 (Chapter 1213/1991), Government Code 3547.5 and CCR, Title V, Section 15449; and 2019-20 Proposal with Non-Represented Classified and Certificated Employees

Proposal

The Board of Education will conduct a public hearing on the 2019-2020 agreements with non-represented classified and certificated employees.

Staff proposes the Board of Education approve the 2019-2020 agreements with non-represented classified and certificated employees.

Background

The twenty-seven (27) employees represented in this group are classified management, certificated administrators, school psychologists, and confidential employees. These employees are not members of either LaBUFA or CSEA. The following proposal is recommended for approval by the Board of Education at a cost of \$269,537:

The Tentative Agreement attached includes changes in total compensation. The agreement includes a 4% salary increase and an increase to the District's contribution to employee health and welfare premiums.

Budget Impact

Public Disclosure of Collective Bargaining Agreements in Accordance with AB 1200 (Chapter 1213/1991), Government Code 3547.5 and CCR, Title V, Section 15449 require that the costs associated with the agreement be publicly disclosed and approved by the Board of Education.

The revised cost for 2019-20 is \$269,537.

Recommended Action

Staff recommends the Board of Education publicly present information on the 2019-2020 agreements with non-represented classified and certificated employees and after hearing all public input and comments, officially close the public hearing.

**Orange County Department of Education
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

School District - Bargaining Unit: Laguna Beach Unified School District - Management/Unrepresented
Certificated, Classified, Other: Other

The proposed agreement covers the period beginning: July 1, 2019 and ending: June 30, 2020
(date) (date)

The Governing Board will act upon this agreement on: _____
(date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY 2019-20	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2019-20	Year 2 Increase/(Decrease) FY 2020-21	Year 3 Increase/(Decrease) FY 2021-22
1 Salary Schedule Increase (Decrease)	\$ 4,711,916.00	\$ 188,471		\$ -
		4.00%	0.00%	0.00%
2 Step and Column Increase (Decrease) Due to movement plus any changes due to settlement	\$ 100,623.00	\$ 4,025	\$ -	\$ -
		4.00%	0.00%	0.00%
3 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)	\$ -		\$ -	\$ -
		0.00%	0.00%	0.00%
Description of other compensation				
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 1,097,332	\$ 43,891	\$ -	\$ -
		4.00%	0.00%	0.00%
5 Health/Welfare Plans	\$ 726,923	\$ 33,150	\$ -	\$ -
		4.56%	0.00%	0.00%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 6,636,794	\$ 269,537	\$ -	\$ -
7 Total Number of Represented Employees (Use FTEs if appropriate)	30.33	30.33	0	0
8 Total Compensation Average Cost per Employee	\$ 218,819	\$ 8,887	\$ -	\$ -
		4.06%	0.00%	0.00%

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

The District will increase the Management/Unrepresented Salary Schedule by 4% for 2019-2020.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

11. Please include comments and explanations as necessary.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

The District will contribute annual amount for eligible unit members based on tiered structure individual cap as specified below, should the provision included in the Governor's May budget revision that reduces the District's pension liability be included in the State-adopted budget for 2019-2020. Should the State-adopted budget not include the provisions of the Governor's May budget revision that reduces the District's pension liability, the District's contribution will remain at the amounts indicated in the 2018-2019 agreement. The Districtwide Hard Cap was based on total budgeted amount of \$4,559,000 for all District employee benefits in 2018-2019 and would increase to \$4,780,000 in 2019-2020.

District Annual Contribution PPO		District Annual Contribution HMO	
Single	\$ 10,805	Single	\$ 6,905
EE+Spouse	\$ 23,285	EE+Spouse	\$ 15,150
EE+Children(s)	\$ 16,900	EE+Children(s)	\$ 11,425
Family	\$ 28,000	Family	\$ 19,000

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?**

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None

D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

During the term of this agreement, should any agreement that results in a higher total compensation than provided to the members of LaBUFA, the District agrees to adjust the total compensation provided to members to an equivalent amount.

Should the provision included in the Governor's May budget revision that reduces the District's pension liability be included in the State-adopted budget for 2019-2020. Should the State-adopted budget not include the provisions of the Governor's May budget revision that reduces the District's pension liability, the District's contribution will remain at the amounts indicated in the 2018-2019 agreement. The Districtwide Hard Cap was based on total budgeted amount of \$4,559,000 for all District employee benefits in 2018-2019 and would increase to \$4,780,000 in 2019-2020.

E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

Ongoing expenditures after settlement of are within available ongoing revenue.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

G. Source of Funding for Proposed Agreement

1. Current Year

Receipt of additional property tax revenue. Property tax revenues are projected to increase 4.7% in 2019-20.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

Property tax revenue is an on-going source to support salaries.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **Laguna Beach Unified School District - Management/Unrepresented**

	Column 1	Column 2	Column 3	Column 4
	Draft 2019-20 Budget Before Settlement	Adjustments as a Result of Settlement	Other Revisions CSEA/Mgmt	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ 57,697,243	\$ -	\$ -	\$ 57,697,243
Remaining Revenues (8100-8799)	\$ 2,008,107	\$ -	\$ -	\$ 2,008,107
TOTAL REVENUES	\$ 59,705,350	\$ -	\$ -	\$ 59,705,350
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 19,847,023	\$ 99,807	\$ 694,673	\$ 20,641,503
Classified Salaries (2000-2999)	\$ 6,599,573	\$ 54,073	\$ 197,741	\$ 6,851,387
Employee Benefits (3000-3999)	\$ 9,731,308	\$ 61,633	\$ 349,739	\$ 10,142,680
Books and Supplies (4000-4999)	\$ 2,211,059	\$ -	\$ -	\$ 2,211,059
Services, Other Operating Expenses (5000-5999)	\$ 6,036,227	\$ -	\$ -	\$ 6,036,227
Capital Outlay (6000-6599)	\$ 1,112,383	\$ -	\$ -	\$ 1,112,383
Other Outgo (7100-7299) (7400-7499)	\$ 196,000	\$ -	\$ -	\$ 196,000
Direct Support/Indirect Cost (7300-7399)	\$ (65,931)	\$ -	\$ -	\$ (65,931)
Other Adjustments				
TOTAL EXPENDITURES	\$ 45,667,642	\$ 215,513	\$ 1,242,153	\$ 47,125,308
OPERATING SURPLUS (DEFICIT)	\$ 14,037,708	\$ (215,513)	\$ (1,242,153)	\$ 12,580,042
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 2,850,000	\$ -	\$ -	\$ 2,850,000
CONTRIBUTIONS (8980-8999)	\$ (9,345,173)	\$ (54,024)	\$ (250,520)	\$ (9,649,717)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 1,842,535	\$ (269,537)	\$ (1,492,673)	\$ 80,325
BEGINNING BALANCE	\$ 5,062,083			\$ 5,062,083
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 6,904,618	\$ 6,635,081	\$ 5,142,408	\$ 5,142,408
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 50,000	\$ -	\$ -	\$ 50,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 3,654,618	\$ (289,537)	\$ (1,552,673)	\$ 1,812,408
Reserve for Economic Uncertainties (9789)	\$ 3,200,000	\$ 20,000	\$ 60,000	\$ 3,280,000
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund				
Enter Bargaining Unit: Laguna Beach Unified School District - Management/Unrepresented				
	Column 1	Column 2	Column 3	Column 4
	Draft 2019-20 Budget Before Settlement	Adjustments as a Result of Settlement	Other Revisions CSEA/Mgmt	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 5,464,961	\$ -	\$ -	\$ 5,464,961
TOTAL REVENUES	\$ 5,464,961	\$ -	\$ -	\$ 5,464,961
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 2,967,198	\$ 29,813	\$ 77,186	\$ 3,074,197
Classified Salaries (2000-2999)	\$ 2,364,964	\$ 8,803	\$ 97,395	\$ 2,471,162
Employee Benefits (3000-3999)	\$ 4,224,575	\$ 15,408	\$ 75,939	\$ 4,315,922
Books and Supplies (4000-4999)	\$ 405,456	\$ -	\$ -	\$ 405,456
Services, Other Operating Expenses (5000-5999)	\$ 3,528,010	\$ -	\$ -	\$ 3,528,010
Capital Outlay (6000-6599)	\$ 1,044,000	\$ -	\$ -	\$ 1,044,000
Other Outgo (7100-7299) (7400-7499)	\$ 210,000	\$ -	\$ -	\$ 210,000
Direct Support/Indirect Cost (7300-7399)	\$ 65,931	\$ -	\$ -	\$ 65,931
Other Adjustments				
TOTAL EXPENDITURES	\$ 14,810,134	\$ 54,024	\$ 250,520	\$ 15,114,678
OPERATING SURPLUS (DEFICIT)	\$ (9,345,173)	\$ (54,024)	\$ (250,520)	\$ (9,649,717)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 9,345,173	\$ 54,024	\$ 250,520	\$ 9,649,717
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ -	\$ -	\$ -	\$ -
BEGINNING BALANCE	\$ 3,043,234			\$ 3,043,234
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 3,043,234	\$ 3,043,234	\$ 3,043,234	\$ 3,043,234
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 3,043,234	\$ -	\$ -	\$ 3,043,234
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund				
Enter Bargaining Unit: Laguna Beach Unified School District - Management/Unrepresented				
	Column 1	Column 2	Column 3	Column 4
	Draft 2019-20 Budget Before Settlement	Adjustments as a Result of Settlement	Other Revisions CSEA/Mgmt	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ 57,697,243	\$ -	\$ -	\$ 57,697,243
Remaining Revenues (8100-8799)	\$ 7,473,068	\$ -	\$ -	\$ 7,473,068
TOTAL REVENUES	\$ 65,170,311	\$ -	\$ -	\$ 65,170,311
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 22,814,221	\$ 129,620	\$ 771,859	\$ 23,715,700
Classified Salaries (2000-2999)	\$ 8,964,537	\$ 62,876	\$ 295,136	\$ 9,322,549
Employee Benefits (3000-3999)	\$ 13,955,883	\$ 77,041	\$ 425,678	\$ 14,458,602
Books and Supplies (4000-4999)	\$ 2,616,515	\$ -	\$ -	\$ 2,616,515
Services, Other Operating Expenses (5000-5999)	\$ 9,564,237	\$ -	\$ -	\$ 9,564,237
Capital Outlay (6000-6599)	\$ 2,156,383	\$ -	\$ -	\$ 2,156,383
Other Outgo (7100-7299) (7400-7499)	\$ 406,000	\$ -	\$ -	\$ 406,000
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
Other Adjustments				
TOTAL EXPENDITURES	\$ 60,477,776	\$ 269,537	\$ 1,492,673	\$ 62,239,986
OPERATING SURPLUS (DEFICIT)	\$ 4,692,535	\$ (269,537)	\$ (1,492,673)	\$ 2,930,325
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 2,850,000	\$ -	\$ -	\$ 2,850,000
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 1,842,535	\$ (269,537)	\$ (1,492,673)	\$ 80,325
BEGINNING BALANCE	\$ 8,105,317			\$ 8,105,317
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 9,947,852	\$ 9,678,315	\$ 8,185,642	\$ 8,185,642
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 50,000	\$ -	\$ -	\$ 50,000
Restricted Reserves (9740)	\$ 3,043,234	\$ -	\$ -	\$ 3,043,234
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 3,654,618	\$ (289,537)	\$ (1,552,673)	\$ 1,812,408
Reserve for Economic Uncertainties (9789)	\$ 3,200,000	\$ 20,000	\$ 60,000	\$ 3,280,000
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **Laguna Beach Unified School District - Management/Unrepresented**

	2019-20	2020-21	2021-22
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Local Control Funding Formula Sources (8010-8099)	\$ 57,697,243	\$ 60,376,558	\$ 62,755,953
Remaining Revenues (8100-8799)	\$ 7,473,068	\$ 7,444,674	\$ 7,655,034
TOTAL REVENUES	\$ 65,170,311	\$ 67,821,232	\$ 70,410,987
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 23,715,700	\$ 24,190,014	\$ 24,673,814
Classified Salaries (2000-2999)	\$ 9,322,549	\$ 9,397,129	\$ 9,472,307
Employee Benefits (3000-3999)	\$ 14,458,602	\$ 15,335,453	\$ 15,660,905
Books and Supplies (4000-4999)	\$ 2,616,515	\$ 2,350,039	\$ 2,392,710
Services, Other Operating Expenses (5000-5999)	\$ 9,564,237	\$ 9,782,777	\$ 10,120,048
Capital Outlay (6000-6999)	\$ 2,156,383	\$ 1,575,159	\$ 1,484,321
Other Outgo (7100-7299) (7400-7499)	\$ 406,000	\$ 418,834	\$ 431,613
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 62,239,986	\$ 63,049,405	\$ 64,235,718
OPERATING SURPLUS (DEFICIT)	\$ 2,930,325	\$ 4,771,827	\$ 6,175,269
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 2,850,000	\$ 3,100,000	\$ 3,250,000
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 80,325	\$ 1,671,827	\$ 2,925,269
BEGINNING BALANCE	\$ 8,105,317	\$ 8,185,642	\$ 9,857,469
CURRENT-YEAR ENDING BALANCE	\$ 8,185,642	\$ 9,857,469	\$ 12,782,738
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 50,000	\$ 50,000	\$ 50,000
Restricted Reserves (9740)	\$ 3,043,234	\$ 3,043,234	\$ 3,043,234
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 1,812,408	\$ 3,414,235	\$ 6,289,504
Reserve for Economic Uncertainties (9789)	\$ 3,280,000	\$ 3,350,000	\$ 3,400,000
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2019-20	2020-21	2021-22
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 65,089,986	\$ 66,149,405	\$ 67,485,718
b.	State Standard Minimum Reserve Percentage for this District Enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 1,952,700	\$ 1,984,482	\$ 2,024,572

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 3,280,000	\$ 3,350,000	\$ 3,400,000
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 3,280,000	\$ 3,350,000	\$ 3,400,000
h.	Reserve for Economic Uncertainties Percentage	5.04%	5.06%	5.04%

3. Do unrestricted reserves meet the state minimum reserve amount?

2019-20

Yes

☒

No

☐

2020-21

Yes

☒

No

☐

2021-22

Yes

☒

No

☐

4. If no, how do you plan to restore your reserves?

Public Disclosure of Proposed Collective Bargaining Agreement
Page 7

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 (i.e., increase was partially budgeted), explain the variance below:

N/A

6. Please include any additional comments and explanations of Page 4 as necessary:

N/A

L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

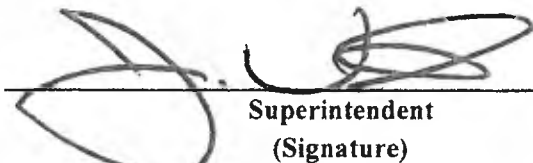
The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Laguna Beach Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and Management/Unrepresented, during the term of the agreement from July 1, 2019 to June 30, 2020.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:


Budget Adjustment Categories:	Budget Adjustment Increase (Decrease)
Revenues/Other Financing Sources	0
Expenditures/Other Financing Uses	269,537
Ending Balance Increase (Decrease)	-269,537

____ (No budget revisions necessary)



Superintendent
(Signature)

Date



Chief Business Official
(Signature)

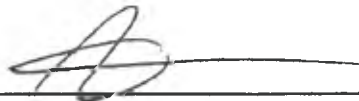
6.10.2019

Date

M. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.



District Superintendent (or Designee)
(Signature)

6.10.2019

Date

Jeff Dixon, Assistant Superintendent, Business

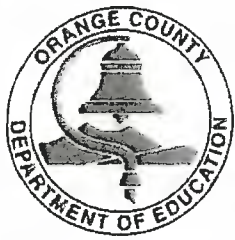
Contact Person

(949) 497-7700 x5222

Phone

President or Clerk of the Governing Board
(Signature)

Date



June 12, 2019

Jan Vickers, Board President
Laguna Beach Unified School District
550 Blumont Street
Laguna Beach, CA 92651

Jason Vilorio, Ed.D., District Superintendent
Laguna Beach Unified School District
550 Blumont Street
Laguna Beach, CA 92651

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**

200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050

(714) 966-4000

FAX (714) 432-1916

www.ocde.us

AL MUIJARES, Ph.D.
County Superintendent
of Schools

Re: Disclosure of Collective Bargaining Agreement – Management and Unrepresented

Dear Ms. Vickers and Dr. Vilorio:

Thank you for the submission of the disclosure of collective bargaining agreement for the Laguna Beach Unified Management and Unrepresented Employees. The Orange County Superintendent of Schools has reviewed the District's disclosure in accordance with Assembly Bill (AB) 1200 (Statute of 1991, Chapter 1213) and Government Code 3547.5 as amended by AB 2756.

The proposed agreement covers the period from July 1, 2019 through June 30, 2020. For the 2019-20 school year, the management and unrepresented employees will receive a 4.0% salary increase on the schedule. Additionally, the parties agree to increase the health and welfare benefits hard caps with details as shown in the chart below:

	District Annual Contribution PPO		District Annual Contribution HMO	
	18-19 Caps	19-20 Caps	18-19 Caps	19-20 Caps
Single	\$10,100	\$10,805	\$6,785	\$6,905
EE+Spouse	\$21,200	\$23,285	\$14,500	\$15,150
EE+Children(s)	\$15,400	\$16,900	\$11,000	\$11,425
Family	\$25,700	\$28,000	\$18,200	\$19,000

It should be noted that in the event the State-adopted budget does not include the provisions of the Governor's May budget revision that reduces the District's pension liability, the District's health and welfare contribution will remain unchanged at the amounts indicated in the 2018-19 agreement. Also, during the term of this agreement, should any agreement that results in a higher total compensation than provided to the management and unrepresented employees, the District agrees to adjust the total compensation provided to members to an equivalent amount.

The fiscal impact of the proposed agreement results in an expenditure increase of \$0.27 million beginning in the 2019-20 school year.

**ORANGE COUNTY
BOARD OF EDUCATION**

MARI BARKE

JOHN W. BEDELL, PH.D.

REBECCA "BECKIE" GOMEZ

LISA SPARKS, PH.D.

KEN L. WILLIAMS, D.O.

Ms. Jan Vickers
Dr. Jason Vilorio
June 12, 2019
Page 2 of 2

We would like to extend our thanks to your staff for the thorough and timely preparation of the disclosure of collective bargaining agreement. If you have any questions, please call me at (714) 966-4229 or Chris Lombardo at (714) 966-4248.

Sincerely,

A handwritten signature in black ink, appearing to read "Dean West", with a stylized flourish at the end.

Dean West, CPA
Associate Superintendent, Business Services

cc: Jeff Dixon, Assistant Superintendent, Business Services

Laguna Beach Unified School District

13.a. CONSENT/ACTION

June 25, 2019

Approve: Minutes – June 11, 2019

**Board of Education
Minutes of Regular Meeting
June 11, 2019**

Teleconference with Board Clerk Carol Normandin

Hilton Tokyo
6-6-2 Nishi-Shinjuku
Business Center
Shinjuku-Ku Tokyo 160-0023, JPN
T: 333445111

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 – Via Teleconference
Peggy Wolff
Jim Kelly

Member Absent: Dee Perry

Public Comment on Closed Session Items

There were no members of the public present.

Adjourn to Closed Session

Member Wolff moved to adjourn to Closed Session. Member Normandin seconded. Motion carried 4-0-1. Members Vickers, Normandin, Wolff, and Kelly voted yes to adjourn to Closed Session at 5:00 p.m. Member Perry had not yet arrived. The following topics were discussed.

A. NEGOTIATIONS

Government Code §54957
Contract: Superintendent of Schools

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code §54957
Title: Superintendent of Schools

C. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Government Code §54957

D. CONFERENCE WITH LABOR NEGOTIATORS

Government Code §54957.6

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

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

Motion carried 4-0-1. Members Vickers, Normandin, Wolff, and Kelly voted yes to adjourn from Closed Session at 5:57 p.m. Member Perry was not present for Closed Session.

Present at Board Meeting

Members Present: Jan Vickers
Carol Normandin – via teleconference
Peggy Wolff
Dee Perry
Jim Kelly

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

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

Pledge of Allegiance

Student Board Representative Piper Warner 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 were no announcements from Closed Session.

Adoption of Agenda

Public Comment: None

Member Wolff moved to adopt the agenda. Member Kelly seconded. President Vickers asked that item 15 be moved to immediately follow reports.

Discussion: None

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

Recognitions

The Board of Education recognized several students for their academic and athletic excellence:

- a. Reclassified English Learner Students: When an English Learner demonstrates English language proficiency comparable to grade-level English-speaking peers and can participate equally with them in the school's regular instructional program, the EL student is eligible to be reviewed for reclassification. The students recognized were all reclassified as Fluent English Proficient students.
- b. Juntos Mentors: Juntos is an after-school mentoring and tutoring program that matches struggling English-learners in grades 2-5 with students in grades 7-12. At the June 11 meeting, the School Board recognized high school seniors that have served as mentors throughout their time in high school.
- c. LBHS Girls Surf Team – State Champions: The Board recognized the Laguna Beach High School Girls Surf Team for their successes in the high school state championships in Oceanside. In the Women's Short Board Division, LBHS defended its season and 2018 Championship Title.
- d. LBHS Scholar Athletes: LBHS Director of Athletics Lance Neal, together with the board, recognized students for their academic and athletic accomplishments that earned them athletic scholarships.
- e. Student Board Representatives: The June 11 meeting was the last one with Student Board Representatives Kaitlin Gunsolley and Piper Warner participating. The high school seniors were recognized by Superintendent of Schools Dr. Jason Vilorio and the board for their service to the school community.

Public Comment (Non- Agenda Items)

Jennifer Zeiter addressed the Board referencing an article published in Stu News and opposed Resolution 19-01.

Reports

Student Representative – Kaitlin Gunsolley

Kaitlin reported on the following:

- El Morro
 - 5th grade promotion June 19
 - End of year activities
- Top of the World
 - 3rd grade performance of Charlotte's Web
 - 4th grade Gold Dust or Bust
 - 5th grade Pioneer Days
 - End of year activities
- TMS
 - 8th grade Knott's Berry Farm trip
 - Promotion June 20
 - End of year activities
- LBHS
 - Senior finals this week
 - End of year activities
 - Community Day June 15
 - Pancake Breakfast
 - Athletic student physicals
 - Student Board Representatives for 2019-20 are Drew Fink and Kalohe Danbara

LaBUFA Representative – Sara Hopper, LaBUFA President

- Awarded a \$1,000 scholarship to high school senior to promote teaching, nursing, counseling
- Negotiations complete. Thank you to the teams involved in the IBB process

CSEA Representative – Margaret Warder, CSEA President

- CSEA members voted on contract
- CSEA provided three \$500 scholarships to graduating seniors

Board Members

Board members reported as follows:

Member Kelly

- Attended JFMC

Member Perry

- No report

Member Wolff

- Attended SchoolPower end of year dinner

Member Normandin

- Community Coalition meeting has been rescheduled
- Attended site music performances

President Vickers

- Attended PTA Council luncheon
- Attended site music performances
- College and Career Advantage meeting next week

Superintendent Vilorio

- Attended LBHS Senior Awards
 - Congressman Harley Rouda attended and presented an award to Piper Warner
 - Assemblywoman Cottie Petrie-Norris provided certificates

Cabinet

Leisa Winston, Assistant Superintendent, Human Resources and Public Communications

- Thanked all members of the negotiating teams
- Announced the LBUSD Annual Report will be published next week
- Introduced Dale Miller, LBHS Assistant Principal who is replacing Bob Billinger

Jeff Dixon, Assistant Superintendent, Business Services

- Reported on the status of the TMS science camp trip

Alysia Odipo, Assistant Superintendent, Instructional Services

- Elementary teachers have completed training for the history/social science curriculum
- Elementary and middle school teachers have identified pilots for NGSS
- Community Day is June 15

Action Item

Approval of Resolution 19-01 Establishing a Board Subcommittee on Confidential Matters

President Vickers introduced Attorney Mark Bresee. Mr. Bresee stated while it is unusual to have somebody other than staff introduce an agenda item it is appropriate in this circumstance because this item came to the Board based on his recommendation. Mr. Bresee outlined the confidentiality breach and his ethical obligation to the Board and the district, which led to this item. The resolution would establish a subcommittee of four Board members that would have the option, if it is deemed necessary, to delegate issues related to issues within the Board's subject matter jurisdiction to the subcommittee. The committee would be temporary and last for one year and will be limited in scope in two ways. The limited scope relates to two specific authorizations for Closed session per the Brown Act. The first is litigation, pending or anticipated; and the second is personnel issues. Those two areas were chosen because those are the areas where confidentiality concerns issues have arisen. The subcommittee would not have the authority to consider other closed session items such as student discipline, real estate negotiations, collective bargaining negotiations and others that are outside of the two previously described areas. It is also limited in that a matter only goes to the subcommittee if the majority of the Board agrees that the subcommittee should hear it. Delegation to the subcommittee is not mandated. Mr. Bresee also stated the formation of a decision making committee is recognized by the Brown Act.

Mr. Bresee stated Member Perry should be provided the opportunity to speak prior to any other speakers, including public comment and other members of the Board and should not be her only opportunity to speak.

Member Perry addressed the Board stating she did not agree with the formation noting it is shameful, a disgrace, and nonsense. She believes the formation of the committee infringes on citizens' rights to their representation and prohibiting her (Member Perry) from participating and voting on some of the most impactful areas of the job. This is harming the citizens of Laguna Beach. She stated the contents of the letter in question are not confidential. She stated the Board will not silence her. She is a duly elected official representing her constituents and will continue to do so. She stated this is wrong. She also stated she has never disclosed any confidential information and does not agree the content of the April 17 email was confidential under California Government Code section 54963 B or the LBUSD Board Bylaw 9130. She does not agree that the same April 17 email was subject to attorney client privilege under California Government Code 54965.9 b however she took it seriously and considered it a threat to herself, the district, and her family. She believes that even if it was confidential her right to do so is protected under section 54963 e.2. She asked the Board reconsider the proposal of Resolution 19-01.

Public Comment:

The following people spoke in opposition to Resolution 19-01:

Jenn Sarnsen
Amy Kramer
Sheri Morgan
Terri Meisberger

Board Member Questions: Member Normandin asked Member Perry if she should continue to forward confidential matters in the future. Member Perry stated she would not and reiterated she found the email of April 17 threatening.

Member Wolff moved approval of Resolution 19-01. Member Kelly seconded.

Board member discussion was held regarding the fact of confidentiality, the respect for attorney-client privileged information, transparency, and public records requests.

A roll call vote was conducted. Motion carried 4-1. Members Vickers, Normandin, Wolff, and Kelly voted yes. Member Perry voted no.

Member Normandin left the meeting via disconnection of the conference call at 7:17 p.m.

PUBLIC HEARINGS – The notice of public hearings was posted June 3, 2019

a. Presentation of the Local Control Accountability Plan

Staff members Alysia Odipo, Chad Mabery, and Jeff Dixon presented on the 2017-2020 LCAP. The presentation included an overview of the LCAP timeline, stakeholder input, areas of progress and need, goals, actions, and services, and a budget summary.

President Vickers opened the public hearing at 7:26 p.m.

There were no comments from the public and no questions from the Board.

President Vickers closed the public hearing at 7:26 p.m.

b. Laguna Beach Unified School District's Preliminary 2019-2020 All Funds

Mr. Dixon presented an overview of the 2019-2020 preliminary budget, which included overall revenues, expenditures, encroachments, components of ending fund balance, and assigned and unassigned balances.

President Vickers opened the public hearing at 7:33 p.m.

There were no comments from the public. Board members asked clarifying questions.

President Vickers closed the public hearing at 7:36 p.m.

c. Public Disclosure of Use of Proposition 30 Education Protection Act Funds for 2019-2020 for Direct Instruction Salaries and Benefits

Mr. Dixon gave an overview of Proposition 30 Education Protection Act Funds for 2019-2020 to be used for Direct Instruction Salaries and Benefits.

President Vickers opened the public hearing at 7:36 p.m.

There were no comments from the public and no questions from the Board.

President Vickers closed the public hearing at 7:36 p.m.

CONSENT CALENDAR

Member Kelly moved approval of Consent Calendar items a – i. Member Wolff seconded.

Public Comment: None

Discussion:

- a. Approval of Minutes
 - i. May 30, 2019 Special Meeting
 - ii. May 28, 2019 Regular Meeting
- b. Approval/Ratification of Personnel Report
- c. Approval of Agreements for Contracted Services – Special Education
- d. Approval of Agreements for Contracted Services – Technology Services
- e. Approval of Gifts – Checks Totaling \$275,850.00
- f. Approval/Ratification of Warrants #397915 through #398022 in the amount of \$798,529.52 Dates: 05/20/2019 through 05/31/2019
- g. Approval of Agreement for Consultant Services with Pacific Audiologies for Student Vision and Hearing Screening at Laguna Beach Schools in an Amount Not-to-Exceed \$9,140
- h. Approval to Award Contract to TLC Auctions for the Disposal of District Surplus Property for the 2019-2020 Fiscal Year
- i. Approval to Designate of Principal, Jason Allemann, Ed.D., and Athletic Director, Lance Neal, as Representatives to the League of the California Interscholastic Federation (CIF) for the 2019-2020 School Year

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

Motion carried 4-0-1. Members Vickers, Wolff, Perry and Kelly voted yes. Member Normandin was no longer teleconferencing.

INFORMATION ITEMS

Status Report Regarding 2019-2020 Interdistrict Attendance Agreements

Dr. Mabery provided an update to the Board on the 2019-2020 approved Interdistrict attendance agreements.

There was no public comment and no Board questions.

ACTION ITEMS

Approval of Resolution 19-02: Use of Proposition 30 Education Protection Act Funds for 2018-2019 for Direct Instruction Salaries and Benefits

Mr. Dixon introduced the item.

Public Comment: None

Board Member Questions: None

Member Wolff moved approval. Member Kelly seconded.

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

A roll call vote was conducted. Motion carried 4-0-1. Members Vickers, Wolff, Perry and Kelly voted yes. Member Normandin was no longer teleconferencing.

Approval of the Federal Addendum to the Local Control and Accountability Plan

Dr. Odipo introduced the item stating the Federal Addendum was designed to supplement the LCAP to ensure districts address all issues.

Public Comment: None

Board Member Questions: None

Member Wolff moved approval. Member Kelly seconded.

The Board appreciates the amount of work staff put into the LCAP and Federal Addendum.

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

Motion carried 4-0-1. Members Vickers, Wolff, Perry and Kelly voted yes. Member Normandin was no longer teleconferencing.

Approval of Instructional Minutes for Laguna Beach Unified School District

Dr. Odipo introduced the item stating the high school schedule is inclusive of the new bell scheduled.

Public Comment: None

Board Member Questions: None

Member Wolff moved approval. Member Kelly seconded.

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

Motion carried 4-0-1. Members Vickers, Wolff, Perry and Kelly voted yes. Member Normandin was no longer teleconferencing.

Approval of Agreement with Qualtrics in an Amount Not to Exceed \$12,000

Mr. Morrison introduced the item.

Public Comment: None

Board Member Questions: None

Member Wolff moved approval. Member Perry seconded.

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

Motion carried 4-0-1. Members Vickers, Wolff, Perry and Kelly voted yes. Member Normandin was no longer teleconferencing.

Approval to Award of Contract Extension for Technology Equipment and Peripherals Based on Magnolia School District Piggyback Purchasing Bid Project No. MSIT3, #I-23-2014/15 Through December 21, 2019

Mr. Morrison introduced the item.

Public Comment: None

Board Member Questions: None

Member Wolff moved approval. Member Perry seconded.

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

Motion carried 4-0-1. Members Vickers, Wolff, Perry and Kelly voted yes. Member Normandin was no longer teleconferencing.

Board Member Requests for Items for Future Meetings and Board Member Requests for Information

Public Comment: None

Student Representative – no comments or requests.

Member Kelly would like to discuss a possible contract with The Aspen Group.

Member Wolff was impressed the Leadership Academy lead by Mrs. Winston. She also shared there were 132 scholarships awarded to high school seniors at the LBHS convocation.

President Vickers stated the people who donate to the scholarships are very impressed with how they are treated. She also stated the TMS PTA has been including student groups in their PTA meetings to highlight student voice. She attended the elementary open houses.

Adjournment

Member Wolff moved to adjourn. Member Kelly seconded.

The next regular Board meeting is scheduled for June 25, 2019.

Motion carried 4-0-1. Members Vickers, Wolff, Perry and Kelly voted yes to adjourn the meeting. Member Normandin was not present. The meeting adjourned at 7:51 p.m.

Carol Normandin
Clerk of the Board
June 25, 2019

Laguna Beach Unified School District

13.b. CONSENT/ACTION

June 25, 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**June 25, 2019****I. RETIREMENTS:**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Greg Swirczek	Maintenance Worker	June 14, 2019
PC05MS0101	Laguna Beach High School	

II. RESIGNATIONS:

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Aliya Shah	Instructional Assistant, Special Education	June 21, 2019
PC04SE0118	Top of the World Elementary	

III. LEAVES:

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Trina Bilich	Instructional Assistant, Special Education	June 12, 2019 to
	Top of the World Elementary	June 20, 2019
Jolene Hamilton	Elementary School Counselor	September 16, 2019 to
	Top of the World Elementary	December 27, 2019

IV. EMPLOYMENT:

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Shelby Anderson	High School Teacher - Social Studies	August 20, 2019
PC05HST147	Laguna Beach High School General Fund	
	0105011012-1110 Probationary Contract	
	Range: 01 Step: 0 \$68,133.96 annually	
	7 hours per day/5 days per week/187 days per year	
	Replaces: Victoria Brinkmeyer	
Gloria Harwood	Middle School Teacher - Science	August 20, 2019
PC06MST112	Thurston Middle School General Fund	
	0106011008-1110 Probationary Contract	
	Range: 05 Step: 5 \$95,681.95 annually	
	7 hours per day/5 days per week/187 days per year	
	Replaces: Ina Inouye	

V.. EMPLOYMENT: Student Worker/Workability Program

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Sheldon McKinsey	Student Worker - Workability	June 7, 2019 to
	Laguna Beach High School Workability Funds	June 30, 2019
	0104644575-2960 \$12.00 per hour	
	NTE: 25 hours	

VI. EMPLOYMENT: Summer School 2019

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Greg Roberts	Summer School Teacher Prep Laguna Beach High School Summer School Fund 0104602650-1130 \$40.97 per hour NTE: 11 hours	June 21, 2019 to June 24, 2019
Greg Roberts	Summer School Teacher Laguna Beach High School Summer School Fund 0104602650-1130 \$46.83 per hour 5 hours per day/NTE: 24 days/Summer School Calendar	June 24 2019 to July 26, 2019
Cynthia Sorensen	Summer School Teacher - Online Geometry Laguna Beach High School Summer School Fund 0112011500-1130 \$58.54 per hour NTE: 10 hours	June 21, 2019 to July 26, 2019

VII. EMPLOYMENT: Short Term Assignments - Extra Duty

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Renee Alexander	Lead Instructional Assistant, Special Education Top of the World Elementary Special Ed Funds 0104612310-2150 \$28.11 per hour NTE: 30 hours	August 26, 2019 to June 11, 2020
Megan Bhaskaran	Redesign various TMS forms Thurston Middle School General Fund 0106011008-1130 \$40.97 per hour NTE: 4 hours	May 29, 2019
Anastasia Booher	Lead Instructional Assistant, Special Education Thurston Middle School Special Ed Funds 0104612310-2150 \$28.11 per hour NTE: 15 hours Shared with Jayne Greenwalt	August 26, 2019 to June 11, 2020
Carrie Denton	Basic Graphic Design Instructor Laguna Beach High School General Fund 0113017175-1130 \$46.83 per hour NTE: 1 hour	April 2, 2019
Jason Fritze	Classroom Relocation Top of the World Elementary General Fund 010801105-1130 \$40.97 per hour NTE: 8 hours	June 1, 2019 to September 1, 2019

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

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Stephanie Gamache	AER Course Development and Prep Laguna Beach High School General Fund 0113015380-1130 \$40.97 per hour NTE: 25 hours	July 1, 2019 to June 12, 2020
Jayne Greenwalt	Lead Instructional Assistant, Special Education Thurston Middle School Special Ed Funds 0104612310-2150 \$28.11 per hour NTE: 15 hours Shared with Anastasia Booher	August 26, 2019 to June 11, 2020
Robert Hogrebe	4CLE Classroom Prep and Set Up Top of the World Elementary General Fund 0113018640-1170 \$40.97 per hour NTE: 10 hours	June 1, 2018 to March 31, 2019
Sandra Johnson	4CLE Classroom Prep and Set Up Laguna Beach High School General Fund 0113018640-1170 \$40.97 per hour NTE: 23 hours	May 5, 2018 to October 12, 2018
Brandon Lee	Lead Instructional Assistant, Special Education El Morro Elementary Special Ed Funds 0104612310-2150 \$28.11 per hour NTE: 30 hours	August 26, 2019 to June 11, 2020
Jennifer Lundblad	AER Course Development and Prep Laguna Beach High School General Fund 0113017175-1130 \$40.97 per hour NTE: 50 hours	July 1, 2019 to June 12, 2020
Kim Mattson	Orton Gillingham Handbook Prep District Office General Fund 0109017150-1130 \$40.97 per hour NTE: 10 hours	June 5, 2019 to August 23, 2019
Launa Nacion-Kirkey	Attendance at CAC Meetings Top of the World Elementary General Fund 0104612310-1130 \$40.97 per hour NTE: 4 hours	March 1, 2019 to June 1, 2019
Parta Perkins	Digital Student Participation Instructor Laguna Beach High School General Fund 0113015380-1130 \$46.83 per hour NTE: 1 hour	May 7, 2019

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

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Sara Perrault-Hopper	Dyslexia Professional Development Planning Thurston Middle School General Fund 0102015380-1130 \$46.83 per hour NTE: 10 hours	June 26, 2019 to August 23, 2019
Valorie Quigley	Credit Recovery Grading Laguna Beach High School General Fund 0105011012-1130 40.97 per hour NTE: 5 hours	June 1, 2019 to June 21, 2019
Patti Rabun	4CLE Classroom Prep and Set Up Top of the World Elementary General Fund 0113018640-1170 \$40.97 per hour NTE: 10 hours	August 1, 2018
See Employee List	Attendance at Dr. Denise Pope Presentation Districtwide General Fund 0102015380-1130 \$40.97 per hour NTE: 1 hour each Employees: Mark Alvarez, Alex Aronson, Ashley Blum, Victoria Brinkmeyer, Cassie Brooker, Jeanne Brown, Caroline Cannan, Ian Corso, Kristin Cowles, Andy Crisp, Carrie Denton, Ermei Fan, Scott Finn, Debbie Finnerty, Carita Garcia, Jim Garvey, Jose Gonzalez, Lara Greco, Heather Hanson, Alonda Hartford, Mindy Hawkins, Penny Herrick-Dressler, Dawn Hunnicutt, Ina Inouye, Sandra Johnson, Kristen Kaa, Jennifer Lundblad, Tami Mays, Hayley McLellan, Nancy Mooers, Nance Morrissey, Parta Perkins, Sara Perrault-Hopper, Angela Pilon, Valorie Quigley, Carolyn Sadler, Somer Selway, Jun Shen, Laura Silver, Kristina Smith, Cynthia Sorensen, Valerie Steinbergs, Nicole Stewart, Rachel Sweet, Amanda VanderVeen, Marina Verneuil, Sarah Wolsey, Tamara Wong, Sally Yee	May 1, 2019
See Employee List	Attendance at Dr. Denise Pope Presentation Districtwide General Fund 0102015380-2150 \$28.11 per hour NTE: 1 hour each Employees: Kasey Childs-Konkel, Barbara Garcia, Leanne Huynh, Marlo Jensma, April Keller, Elizabeth Likins, Gwen Myers, Sarah Pearlman, Elizabeth Phillips, Lauren Rodriguez, Anne Sadler, Margaret Warder	May 1, 2019

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

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
See Employee List	4CLE Classroom Planning, Packing and Set Up Laguna Beach High School General Fund 0113018640-1170 \$40.97 per hour NTE: 20 hours each Employees: Alonda Hartford, Jennifer Merritt, Parta Perkins, Steven Sogo	July 1, 2019 to August 30, 2019
See Employee List	4CLE Classroom Planning, Packing and Set Up Top of the World Elementary General Fund 0113018640-1170 \$40.97 per hour NTE: 12 hours each Employees: Halle Davidson, Michelle Douglass, Tauna LaPierre, Sarah Wolsey	July 1, 2019 to August 30, 2019
See Employee List	NGSS Curriculum Planning Thurston Middle School General Fund 0102015380-1130 \$40.97 per hour NTE: 18 hours each Employees: Bjorn Avila, Gloria Harwood, Alexandra Olvey, Jesse Rothman, Richard Selin	June 21, 2019 to June 25, 2019
See Employee List	Basic Video Making Laguna Beach High School General Fund 0113017175-1130 \$40.97 per hour NTE: 1 hour each Employees: Alonda Hartford, Jennifer Lundblad	April 16, 2019
See Employee List	Basic Video Making Laguna Beach High School General Fund 0113017175-1130 \$28.11 per hour NTE: 1 hour each Employees: Kristine Landgraff, Rus Soobzokov	April 16, 2019
See Employee List	MacOS Tips and Tricks Instructor Laguna Beach High School General Fund 0113017175-1130 \$40.97 per hour NTE: 1 hour each Employees: Alex Aronson, Lila Samia	April 2, 2019
See Employee List	Basic Graphic Design Laguna Beach High School General Fund 0113017175-1130 \$40.97 per hour NTE: 1 hour each Employees: Angela Pilon, Cynthia Sorensen, Sally Yee	April 30, 2019

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

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
See Employee List	Digital Student Participation Laguna Beach High School General Fund 0113017175-1130 \$40.97 per hour NTE: 1 hour each Employees: Carita Garcia, Cynthia Sorensen, Sally Yee	May 7, 2019
Jun Shen	MacOS Tips and Tricks Instructor Laguna Beach High School General Fund 0113017175-1130 \$46.83 per hour NTE: 1 hour	April 2, 2019
Jun Shen	Basic Video Making Instructor Laguna Beach High School General Fund 0113017175-1130 \$46.83 per hour NTE: 1 hour	April 16, 2019
Jun Shen	AER Course Development and Prep Laguna Beach High School General Fund 0113017175-1130 \$40.97 per hour NTE: 77 hours	October 1, 2018 to May 7, 2019
Rus Soobzokov	MacOS Tips and Tricks Instructor Laguna Beach High School General Fund 0113017175-1130 \$28.11 per hour	April 2, 2019
Lorraine Winokur	Classroom Relocation Top of the World Elementary General Fund 010801105-1130 \$40.97 per hour NTE: 8 hours	June 1, 2019 to September 1, 2019

VIII. EMPLOYMENT: Short Term Assignments - Performing Arts

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

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

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

X. EMPLOYMENT: Short Term Assignments - ASB Funds

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

XI. EMPLOYMENT: Short Term Assignments - PTA

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

XII. 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

Surf - Coed

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Alisa Cairns	Assistant Coach, In Season	\$3,330.23

XIII. 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

Golf - Boys

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Tom Levinstein	Assistant Coach, Post Season	\$500.00
Sean Quigley	Assistant Coach, Post Season	\$500.00

Volleyball - Boys

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Paul Cuevas	Assistant Coach, Post Season	\$1,500.00
Grant Marocchi	Assistant Coach, In Season	\$1,000.00

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

Resignations:

Name:

Berlyn Trostle

Classification:

Substitute Teacher

Effective Date:

June 13, 2019

Laguna Beach Unified School District

13.c. CONSENT/ACTION

June 25, 2019

Approve: Conference/Workshop Attendance

Proposal

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

Conferences

Jason Vilorio – “Learning Together Strengths Academy” – July 22-24, 2019 - Palm Springs, CA. Dr. Vilorio will participate with a team of administrators and teachers from each school site and the district office. The conference will include personalized training opportunities and small session breakouts for specific Strengths Academy applications including identification of K-3 strengths; teaching elementary strengths (grades 4/5); teaching middle school strengths (grades 6/7/8); extending high school strengths (grades 9-12); application of Strengths to SPED; including strengths in AVID; and supplementing strengths for advanced learners.

Fiscal Impact:

\$	500.00	Registration
\$	87.00	Transportation
\$	300.00	Lodging
\$	<u>100.00</u>	Meals
\$	987.00	Total

Account #To be defined - SchoolPower - Travel

Total Fiscal Impact: \$ 987.00

Laguna Beach Unified School District

13.d. CONSENT/ACTION

June 25, 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 – June 25, 2019

Contractor	Description of Services	Term	Funding	Estimated Cost
Individual Contract Olive Crest Academy	Non-Public Day School tuition for a special education student	06/17/19-06/30/19	Non-Public School 0104632210-5875	\$3,780
Individual Contract Orange County Therapy, Inc.	Occupational & Physical Therapy for special education students	07/01/19-06/30/20	Non-Public Agency 0104632900-5885-\$17,000 0104632900-5886-\$3,000	\$20,000
Master Contract Olive Crest Academy	Non-Public Day School for special education students	07/01/19-06/30/20		
Individual Contract Olive Crest Academy	Non-Public Day School tuition for a special education student	07/01/19-06/30/20	Non-Public School 0104632210-5875-\$25,000 0104632210-5100-\$70,210	\$95,210
Master Contract Beacon Day School	Non-Public Day School for special education students	07/01/19-06/30/20		
Individual Contract Beacon Day School	Non-Public Day School tuition for a special education student	07/01/19-06/30/20	Non-Public School 0104632210-5875-\$25,000 0104632210-5100-\$98,365	\$123,365
Master Contract Monarch Center for Autism of Bellefaire JCB	Residential placement for special education students	07/01/19-06/30/20		
Individual Contract	Residential tuition, board & care, mental	07/01/19-06/30/20	Non-Public School 0104632210-5875-\$25,000 0104632210-5100-\$195,348	\$220,348

White/Viloria

Monarch Center for Autism of Bellefaire JCB	health services for a special education student			
Parent Reimbursement	Speech services for a special education student; includes mileage reimbursement	07/01/19-06/30/20	Outside Agency 0104632900-5887 0104256700-5880	\$9,150 \$1,000
Master Contract TLC Child & Family Services/Journey Academy	Residential placement for special education students	07/01/19-06/30/20	Non-Public School 0104632210-5875-\$25,000 0104632210-5100-\$160,171	\$185,171
Individual Contract TLC Child & Family Services/Journey Academy	Residential tuition, board & care, mental health services for a special education student	07/01/19-06/30/20		
Master Contract Intermountain	Residential placement for special education students	07/01/19-06/30/20	Non-Public School 0104632210-5875-\$25,000 0104632210-5100-\$131,447	\$156,447
Individual Contract Intermountain	Residential tuition, board & care, mental health services for a special education student	07/01/19-06/30/20		
Parent Reimbursement/ Legal	Reimbursement per settlement agreement for educational placement	07/07/19-06/30/20	Parent Reimbursement/Legal 0104632900-5878	\$26,100

Laguna Beach Unified School District

13.e. CONSENT/ACTION

June 25, 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 budgets.

Recommended Action

Staff recommends the Board of Education approve the following contracts.

Laguna Beach Unified School District

Technology Contracts/Licenses - June 25, 2019

Contractor	Description of Services	Term	Funding	Estimated Cost
CDW-G	Server Management Software - Renewal	7/1/19 - 6/30/20	0113457175-5805	\$10,970
Netreo	Network Management Annual Licensing Renewal	7/28/19-7/27/20	0113457175-5805	\$5,208
Vantage Learning	Scores Writing Software TMS/LBHS Renewal	7/1/19-6/30/20	0113457175-5805	\$19,600
Securly, Inc.	Cloud-based Securly Anywhere Filter Software Renewal	8/1/19-7/31/20	0113457175-5805	\$15,840
Aeries SIS	Student Information System Software License and Support Renewal	7/1/19-6/30/19	0113457175-5805	\$17,624

OverDrive Education	School Digital Library - Electronic Books Software Renewal	7/1/19-6/30/20	0113015040-5805	\$21,200
OCDE	Co-Location Backup Services Renewal	7/1/18-6/30/19	0113457175-5805	\$1,500
Granicus	Boardroom Software Renewal (6-month extension)	7/1/19-12/31/19	0113457175-5805	\$3,150
Resilient Communications	Smartnet & Singlewire Upgrades Renewal	7/1/19-6/30/20	0113457175-5805	\$10,480
Hayes Software Systems	TIPWeb-IT Asset Inventory Management Software Maintenance Renewal	7/1/19-6/30/20	0113457175-5805	\$2,513
CSBA - Gamut Online Services	CSBA Service for Board Policies Renewal	7/1/19-6/30/20	0101377100-5310	\$2,810

Laguna Beach Unified School District

13.f. CONSENT/ACTION

June 25, 2019

Approval: Acceptance of Gifts – Check Totaling \$3,400.00

Proposal

Staff proposes the Board of Education accept the following gift(s) to the District – check totaling \$3,400.00.

Background

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

Recommended Action

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

Type of Gift	Donor	Amount/Gift	Disposition
Check	CN School and Office Solutions, Inc.	\$ 100.00	End of Year Staff BBQ
Check	SchoolsFirst FCU	\$ 300.00	End of Year Staff BBQ
Check	Dinghau Li	\$ 3,000.00	School Appreciation LBHS
Total		\$ 3,400.00	

Laguna Beach Unified School District

13.g. CONSENT/ACTION

June 25, 2019

**Approval: Ratification of Certificated Payroll 11A in the Amount of \$2,237,962.13
 Ratification of Classified Payroll 11B in the Amount of \$867,251.16
 Ratification of Certificated Payroll 11C in the Amount of \$45,189.53**

Proposal

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

1. Certificated Payroll 11A in the amount of \$2,237,962.13; and,
2. Classified Payroll 11B in the amount of \$867,251.16; and,
3. Certificated Payroll 11C in the amount of \$45,189.53 for the month of May 2019 totaling \$3,150,402.82.

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 11A in the amount of \$2,237.962.13; and,
2. Classified Payroll 11B in the amount of \$867,251.16; and,
3. Certificated Payroll 11C in the amount of \$45,189.53 for the month of May 2019 totaling \$3,150,402.82.

Laguna Beach Unified School District

13.h. CONSENT/ACTION

June 25, 2019

**Approval: Warrants #398023 Through #398164 in the Amount of \$480,035.76
Dates: 06/03/2019 through 06/14/2019**

Proposal

Staff proposes the Board of Education approve/ratify Warrants #398023 through #398164 in the amount of \$480,035.76.

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 \$480,035.76.

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398023	06/03/19	B & H Photo Video Inc.	EQUIPMENT-NEW \$500-\$5000	0106015040	4410	EQUIPMENT-NEW \$500-\$5000	90.68
						CHECK TOTAL:	90.68
00398024	06/03/19	COAST TO COAST COMPUTE	PRINTERS <\$250 & INK/SUPPLIES	0105011012	4322	PRINTERS <\$250 & INK/SUP	840.38
			PRINTERS <\$250 & INK/SUPPLIES	0105011012	4322	PRINTERS <\$250 & INK/SUP	502.11
						CHECK TOTAL:	1,342.49
00398025	06/03/19	Federal Express Corp	POSTAGE/DELIVERY	0104072000	5910	POSTAGE/DELIVERY	41.41
						CHECK TOTAL:	41.41
00398026	06/03/19	Fisher Science Educati	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	19.53
						CHECK TOTAL:	19.53
00398027	06/03/19	Ganahl Lumber	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	63.00
			MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	156.99
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	60.08
						CHECK TOTAL:	280.07
00398028	06/03/19	Grainger	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	144.52
						CHECK TOTAL:	144.52
00398029	06/03/19	JFK Transportation	CHARTER BUS-ATHLETIC/FIELD TRP	0102014345	5865	CHARTER BUS-ATHLETIC/FIE	2,347.00
			CHARTER BUS-ATHLETIC/FIELD TRP	0105011012	5865	CHARTER BUS-ATHLETIC/FIE	956.25
			CHARTER BUS-ATHLETIC/FIELD TRP	0105011012	5865	CHARTER BUS-ATHLETIC/FIE	858.75
			CHARTER BUS-ATHLETIC/FIELD TRP	0105011012	5865	CHARTER BUS-ATHLETIC/FIE	614.00
						CHECK TOTAL:	4,776.00
00398030	06/03/19	Johnstone Supply	GENERAL SUPPLIES-NON INSTRUCT	0102477408	4340	GENERAL SUPPLIES-NON INS	376.31
						CHECK TOTAL:	376.31
00398031	06/03/19	Midas of Laguna Beach	VEHICLE REPAIR	0102477408	5640	VEHICLE REPAIR	65.55
			VEHICLE REPAIR	0102477408	5640	VEHICLE REPAIR	79.91
						CHECK TOTAL:	145.46
00398032	06/03/19	NASCO MODESTO	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	688.19
			MATERIALS & SUPPLIES-INSTRUCT	0108015600	4310	MATERIALS & SUPPLIES-INS	177.48
						CHECK TOTAL:	865.67
00398033	06/03/19	National Scholastic Su	MISC OUTSIDE VENDOR	0105311075	5860	MISC OUTSIDE VENDOR	300.00
						CHECK TOTAL:	300.00
00398034	06/03/19	New Management	GENERAL SUPPLIES-NON INSTRUCT	0102395980	4340	GENERAL SUPPLIES-NON INS	622.26
						CHECK TOTAL:	622.26

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398035	06/03/19	Penny Dressler	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	163.78
						CHECK TOTAL:	163.78
00398036	06/03/19	Pope, Denise Clark	CONSULTANTS-OTHER	0102013075	5831	CONSULTANTS-OTHER	213.96
						CHECK TOTAL:	213.96
00398037	06/03/19	Pope, Denise Clark	CONSULTANTS-OTHER	0109015040	5831	CONSULTANTS-OTHER	10,000.00
						CHECK TOTAL:	10,000.00
00398038	06/03/19	Procure America Inc	MARCH 2019 - TELECOM	0102477409	5831	CONSULTANTS-OTHER	1,129.84
			MARCH 2019 - WIRELESS	0102477409	5831	CONSULTANTS-OTHER	73.69
						CHECK TOTAL:	1,203.53
00398039	06/03/19	Ralphs Grocery Company	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	54.26
						CHECK TOTAL:	54.26
00398040	06/03/19	Scholastic Inc.	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	75.43
						CHECK TOTAL:	75.43
00398041	06/03/19	St. Mary's School	ALL OTHER LOCAL REVENUE	0100005590	8699	ALL OTHER LOCAL REVENUE	75.00
						CHECK TOTAL:	75.00
00398042	06/03/19	Tangram Interiors	EQUIPMENT-NEW >\$5000	0113018640	6410	EQUIPMENT-NEW >\$5000	6,602.58
						CHECK TOTAL:	6,602.58
00398043	06/03/19	Ureno, Anakaren	MILEAGE - 4/1/19-4/29/19	0110397140	5210	MILEAGE REIMBURSEMENT	21.58
						CHECK TOTAL:	21.58
00398044	06/03/19	Woodwind & Brasswind	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	192.81
						CHECK TOTAL:	192.81

TOTAL FOR STOCK 76 Laguna Beach's check stock ID 27,607.33

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398045	06/04/19		NPS TRANSPORTATION-IN LIEU	0104256700	5881	NPS TRANSPORTATION-IN LI CHECK TOTAL:	1,300.59 1,300.59
00398046	06/04/19	BURT, MICHELLE	APRIL 2019	0104632900	5887	SPEECH THERAPY CHECK TOTAL:	930.00 930.00
00398047	06/04/19	CDW GOVERNMENT LLC	EQUIPMENT-COMPUTER \$500-\$5000 EQUIPMENT-COMPUTER \$500-\$5000 EQUIPMENT-COMPUTER \$500-\$5000 EQUIPMENT-COMPUTER \$500-\$5000	0105114695 0105114695 0105114695 0105114695	4460 4460 4460 4460	EQUIPMENT-COMPUTER \$500- EQUIPMENT-COMPUTER \$500- EQUIPMENT-COMPUTER \$500- EQUIPMENT-COMPUTER \$500- CHECK TOTAL:	1,104.04 -1,104.04 2,240.00 -160.83 2,079.17
00398048	06/04/19	CODECAMPUS LLC	MISC OUTSIDE VENDOR	0108014011	5860	MISC OUTSIDE VENDOR CHECK TOTAL:	2,415.00 2,415.00
00398049	06/04/19	Grainger	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	8.47 8.47
00398050	06/04/19	HIDDLESON LISTENING LA	APRIL 2019	0104632900	5889	OTHER THERAPY CHECK TOTAL:	1,012.50 1,012.50
00398051	06/04/19	JENNIFER TONEY SPEECH	SPEECH THERAPY	0104632900	5887	SPEECH THERAPY CHECK TOTAL:	5,525.00 5,525.00
00398052	06/04/19	Johnson Controls Fire	ALARM MONITORING ALARM MONITORING ALARM MONITORING ALARM MONITORING ALARM MONITORING	0106477409 0106477409 0105477409 0105477409 0108477409	5560 5560 5560 5560 5560	ALARM MONITORING ALARM MONITORING ALARM MONITORING ALARM MONITORING ALARM MONITORING CHECK TOTAL:	327.25 482.25 1,485.92 178.09 272.25 2,745.76
00398053	06/04/19	JW Pepper	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0106011008 0106011008 0106011008 0106011008 0106011008	4310 4310 4310 4310 4310	MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS CHECK TOTAL:	300.23 80.82 48.49 12.93 69.26 511.73
00398054	06/04/19	Kenneth L. Nudleman, M	MISC OUTSIDE VENDOR	0110397140	5860	MISC OUTSIDE VENDOR CHECK TOTAL:	250.00 250.00
00398055	06/04/19	Lacrosse Unlimited Inc	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	2,295.08 2,295.08

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398056	06/04/19	Maintex	OTHER CUSTODIAL SUPPLIES	0108477409	4361	OTHER CUSTODIAL SUPPLIES	289.40
						CHECK TOTAL:	289.40
00398057	06/04/19	Mouse Graphics	MISC OUTSIDE VENDOR	0102395980	5860	MISC OUTSIDE VENDOR	799.51
						CHECK TOTAL:	799.51
00398058	06/04/19	NICOLE MILLER & ASSOCI	CONSULTANTS-OTHER	0110397140	5831	CONSULTANTS-OTHER	21,667.50
						CHECK TOTAL:	21,667.50
00398059	06/04/19	OCDE	TRAVEL & CONFERENCE	0102013040	5220	TRAVEL & CONFERENCE	375.00
			IAA-PAYMENTS TO COUNTY OFFICES	0104542110	7142	IAA-PAYMENTS TO COUNTY O	9,049.16
						CHECK TOTAL:	9,424.16
00398060	06/04/19	OCDE	OUTSIDE PRINTING	0102397406	5870	OUTSIDE PRINTING	32.33
			OUTSIDE PRINTING	0110397140	5870	OUTSIDE PRINTING	129.30
						CHECK TOTAL:	161.63
00398061	06/04/19	Palos Sports	MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	49.79
						CHECK TOTAL:	49.79
00398062	06/04/19	SPEAR Sports Performan	5/4/19 - 5/17/19	0105315040	5860	MISC OUTSIDE VENDOR	1,550.00
						CHECK TOTAL:	1,550.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							53,015.29

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398063	06/05/19	Bonnie's Embroidary	MISC OUTSIDE VENDOR	0110397140	5860	MISC OUTSIDE VENDOR	653.40
			MISC OUTSIDE VENDOR	0110397140	5860	MISC OUTSIDE VENDOR	59.40
						CHECK TOTAL:	712.80
00398064	06/05/19	CALIFORNIA SCHOOLS EMP	JUNE 2019	0102017400	3401	HEALTH & WELFARE, CERTIF	19,378.79
			JUNE 2019	0102017400	3401	HEALTH & WELFARE, CERTIF	2,796.31
			JUNE 2019	0102397400	3402	HEALTH & WELFARE, CLASSIF	9,544.78
			JUNE 2019	0102397400	3402	HEALTH & WELFARE, CLASSIF	1,377.28
			JUNE 2019	0102397400	5831	CONSULTANTS-OTHER	543.00
						CHECK TOTAL:	33,640.16
00398065	06/05/19	College Board AP WRO	TESTS/SCORING	0105015350	4330	TESTS/SCORING	63,915.00
						CHECK TOTAL:	63,915.00
00398066	06/05/19	Cox Communications	MAY 2019	0113457175	5940	INTERNET CONNECTIVITY	97.69
						CHECK TOTAL:	97.69
00398067	06/05/19	Flinn Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	46.29
						CHECK TOTAL:	46.29
00398068	06/05/19	Follett School Solutio	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	187.32
						CHECK TOTAL:	187.32
00398069	06/05/19	Grainger	MAINTENANCE SUPPLIES	0107477408	4362	MAINTENANCE SUPPLIES	851.24
						CHECK TOTAL:	851.24
00398070	06/05/19	Infinity Communication	CONSULTANTS-OTHER	0102395090	5831	CONSULTANTS-OTHER	1,912.50
						CHECK TOTAL:	1,912.50
00398071	06/05/19	Lacrosse Unlimited Inc	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	687.28
						CHECK TOTAL:	687.28
00398072	06/05/19	Magic Jump Rentals Ora	RENTAL EXPENSE	0107015040	5620	RENTAL EXPENSE	910.60
						CHECK TOTAL:	910.60
00398073	06/05/19	Maintex	OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	1,175.10
			OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	117.71
						CHECK TOTAL:	1,292.81
00398074	06/05/19	OCDE	MISC OUTSIDE VENDOR	0101377100	5860	MISC OUTSIDE VENDOR	4,856.80
			5/2 - LANGUAGE LEARNER	0102013060	5220	TRAVEL & CONFERENCE	220.00
						CHECK TOTAL:	5,076.80
00398075	06/05/19	Santomieri Systems	CONSULTANTS-COMPUTER SERVICES	0113457175	5832	CONSULTANTS-COMPUTER SER	289.80

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
CHECK TOTAL:							289.80
00398076	06/05/19	Smardan Supply Co	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	204.56
CHECK TOTAL:							204.56
00398077	06/05/19	Southwest School and O	COPIER PAPER	0107011005	4310	MATERIALS & SUPPLIES-INS	323.11
			COPIER PAPER	0107011005	4310	MATERIALS & SUPPLIES-INS	815.75
			COPIER PAPER	0107011005	4310	MATERIALS & SUPPLIES-INS	122.19
			COPIER PAPER	0107011005	4312	COPIER PAPER	1,058.98
			COPIER PAPER	0107011005	4312	COPIER PAPER	1,374.46
			PRINTERS <\$250 & INK/SUPPLIES	0107011005	4322	PRINTERS <\$250 & INK/SUP	211.88
CHECK TOTAL:							3,906.37
00398078	06/05/19	Staples Advantage	COPIER PAPER	0102397400	4312	COPIER PAPER	688.31
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	72.86
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	29.20
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	966.52
CHECK TOTAL:							1,756.89
00398079	06/05/19	W.L. Collins Corporati	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	1,813.56
CHECK TOTAL:							1,813.56
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							117,301.67

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398080	06/06/19	Atkinson Andelson Loya	APRIL 2019	0110397140	5835	LEGAL EXPENSE	8,564.07
						CHECK TOTAL:	8,564.07
00398081	06/06/19	Barber & Gonzales Cons	CONSULTANTS-OTHER	0101377130	5831	CONSULTANTS-OTHER	2,910.16
						CHECK TOTAL:	2,910.16
00398082	06/06/19	REAL INSPIRATIONS INC.	CONSULTANTS-OTHER	0106015040	5831	CONSULTANTS-OTHER	2,100.00
						CHECK TOTAL:	2,100.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							13,574.23

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398083	06/07/19	Aardvark Clay & Suppli	MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	642.09 642.09
00398084	06/07/19	CDW GOVERNMENT LLC	COMPUTER SUPPLIES EQUIPMENT-NEW \$500-\$5000	0113457175 0113457175	4320 4410	COMPUTER SUPPLIES EQUIPMENT-NEW \$500-\$5000 CHECK TOTAL:	12.00 1,079.27 1,091.27
00398085	06/07/19	Dunn Edwards Paint	MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES CHECK TOTAL:	73.14 73.14
00398086	06/07/19	Flinn Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	76.01 76.01
00398087	06/07/19	Ganahl Lumber	MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	487.76 487.76
00398088	06/07/19	Grainger	MAINTENANCE SUPPLIES	0107477408	4362	MAINTENANCE SUPPLIES CHECK TOTAL:	28.95 28.95
00398089	06/07/19	OCEAN Institute	5/28 - HOUSE FOR HERMIT CRAB	0108015570	5860	MISC OUTSIDE VENDOR CHECK TOTAL:	301.00 301.00
00398090	06/07/19	Office Depot	GENERAL SUPPLIES-NON INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT COPIER PAPER GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT CHECK TOTAL:	0104072000 0108011005 0108011005 0108011005 0108011005 0108011005 0108011005 0108011005 0108011005 0108011005 0108091005 0108091005 0108091005 0108091005 0108091005 0108091005 0108091005 0109397150	4340 4310 4310 4310 4310 4310 4310 4310 4310 4312 4340 4340 4340 4340 4340 4340 4340 4340	GENERAL SUPPLIES-NON INS MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS COPIER PAPER GENERAL SUPPLIES-NON INS GENERAL SUPPLIES-NON INS GENERAL SUPPLIES-NON INS GENERAL SUPPLIES-NON INS GENERAL SUPPLIES-NON INS GENERAL SUPPLIES-NON INS GENERAL SUPPLIES-NON INS	169.74 22.39 26.71 326.58 58.33 50.22 302.47 11.18 -11.18 865.02 645.74 7.59 65.37 16.55 29.07 20.25 322.60 2,928.63
00398091	06/07/19	Pacific Coast Entertai	MISC OUTSIDE VENDOR MISC OUTSIDE VENDOR MISC OUTSIDE VENDOR	0105315010 0105315017 0105315017	5860 5860 5860	MISC OUTSIDE VENDOR MISC OUTSIDE VENDOR MISC OUTSIDE VENDOR	1,147.50 276.25 10.78

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
						CHECK TOTAL:	1,434.53
00398092	06/07/19	Painting & Decor Inc.	PAINTING	0108477408	5675	PAINTING	7,866.00
						CHECK TOTAL:	7,866.00
00398093	06/07/19	Penske Truck Leasing C	RENTAL EXPENSE	0105315015	5620	RENTAL EXPENSE	176.37
						CHECK TOTAL:	176.37
00398094	06/07/19	PITNEY BOWES GLOBAL FI	3/30/2019 - 6/29/2019	0105091012	5620	RENTAL EXPENSE	382.49
						CHECK TOTAL:	382.49
00398095	06/07/19	Southern California Se	OTHER MAINTENANCE SERVICES	0102477408	5692	OTHER MAINTENANCE SERVIC	1,339.37
						CHECK TOTAL:	1,339.37
00398096	06/07/19	W.L. Collins Corporati	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	240.84
						CHECK TOTAL:	240.84
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							17,068.45

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			JUNE 2019	0107477409	5540	TRASH - UTILITIES	447.11
			MAY 2019	0108477409	5540	TRASH - UTILITIES	375.10
			JUNE 2019	0108477409	5540	TRASH - UTILITIES	375.10
						CHECK TOTAL:	3,277.64
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							17,161.60

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398106	06/11/19	Ahern, Claudette	MILEAGE - 5/10/19 - 5/29/19	0102115398	5210	MILEAGE REIMBURSEMENT	43.38
						CHECK TOTAL:	43.38
00398107	06/11/19	ALL CITY MANAGEMENT SE	5/5/19 - 5/18/19	0106098040	5860	MISC OUTSIDE VENDOR	769.60
						CHECK TOTAL:	769.60
00398108	06/11/19	Bandettini, Sandra	MILEAGE - 5/22/19 - 6/1/19	0102115398	5210	MILEAGE REIMBURSEMENT	20.18
						CHECK TOTAL:	20.18
00398109	06/11/19	Beacon Day School	MAY 2019	0104632210	5875	TUITION	9,427.02
						CHECK TOTAL:	9,427.02
00398110	06/11/19	Bergen, Ann	9/6 & 9/27 - HS COUNSELOR CONF	0105014730	5220	TRAVEL & CONFERENCE	180.00
						CHECK TOTAL:	180.00
00398111	06/11/19	BURT, MICHELLE	MAY 2019	0104632900	5887	SPEECH THERAPY	402.50
						CHECK TOTAL:	402.50
00398112	06/11/19		MAY 2019 - EXTENDED DAY	0104602150	5877	PRESCHOOL TUITION	315.00
						CHECK TOTAL:	315.00
00398113	06/11/19	Conlon, Michael	REFRESHMENTS - NOT FOOD SERV	0108091005	4325	REFRESHMENTS - NOT FOOD	71.46
						CHECK TOTAL:	71.46
00398114	06/11/19	Cortez-Redard, Ivonne	MILEAGE - 4/2/19 - 4/29/19	0102013060	5210	MILEAGE REIMBURSEMENT	52.78
			MILEAGE - 5/1/19 - 5/31/19	0102013060	5210	MILEAGE REIMBURSEMENT	90.94
						CHECK TOTAL:	143.72
00398115	06/11/19	DOHENY PLUMBING INC.	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	945.50
						CHECK TOTAL:	945.50
00398116	06/11/19	Fan, Ermai	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	442.38
						CHECK TOTAL:	442.38
00398117	06/11/19		MAY 2019 - EXTENDED DAY	0104602150	5877	PRESCHOOL TUITION	285.00
						CHECK TOTAL:	285.00
00398118	06/11/19	Holtz, Alexandra	3/14-3/16 - CUE CONF	0113017175	5220	TRAVEL & CONFERENCE	541.71
						CHECK TOTAL:	541.71
00398119	06/11/19	Hunnicut, Dawn	4/26-4/27 - CHALLENGE SUCCESS	0101377350	5220	TRAVEL & CONFERENCE	43.50
						CHECK TOTAL:	43.50
00398120	06/11/19	JENNIFER TONEY SPEECH	MAY 2019	0104632900	5887	SPEECH THERAPY	5,015.00

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
						CHECK TOTAL:	5,015.00
00398121	06/11/19	LEE, RAYMOND	MILEAGE - 1/11/19 - 6/4/19	0102397406	5210	MILEAGE REIMBURSEMENT	197.20
						CHECK TOTAL:	197.20
00398122	06/11/19	Leighton, Ivy	3/16-3/19 - CUE CONF	0113017175	5220	TRAVEL & CONFERENCE	761.80
						CHECK TOTAL:	761.80
00398123	06/11/19	Mardan Center of Educa	MAY 2019 - SPEECH	0104632210	5875	TUITION	210.00
			MAY 2019	0104632210	5875	TUITION	3,842.37
						CHECK TOTAL:	4,052.37
00398124	06/11/19	Monarch Center for Aut	APRIL 2019	0104632210	5100	SUBAGREEMENTS FOR SERVIC	4,650.00
			APRIL 2019	0104632210	5100	SUBAGREEMENTS FOR SERVIC	7,066.56
			AIDE - DEC 2018 - MAR 2019	0104632210	5875	TUITION	18,600.00
			APRIL 2019	0104632210	5898	AB3632 ROOM & BOARD	15,147.90
			MAY 2019	0104632210	5100	SUBAGREEMENTS FOR SERVIC	3,210.00
			MAY 2019	0104632210	5100	SUBAGREEMENTS FOR SERVIC	9,274.86
			MAY 2019	0104632210	5875	TUITION	1,595.00
			MAY 2019	0104632210	5898	AB3632 ROOM & BOARD	15,652.83
						CHECK TOTAL:	75,197.15
00398125	06/11/19	Ocean View School	MAY 2019	0104632210	5100	SUBAGREEMENTS FOR SERVIC	5,071.86
						CHECK TOTAL:	5,071.86
00398126	06/11/19	Office Depot	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	285.83
						CHECK TOTAL:	285.83
00398127	06/11/19	Orange County Therapy	MAY 2019	0104632900	5100	SUBAGREEMENTS FOR SERVIC	4,200.00
			MAY 2019	0104632900	5100	SUBAGREEMENTS FOR SERVIC	21,420.00
			MAY 2019	0104632900	5886	PHYSICAL THERAPY	3,420.00
						CHECK TOTAL:	29,040.00
00398128	06/11/19	Ralphs Grocery Company	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	25.00
						CHECK TOTAL:	25.00
00398129	06/11/19	Sparkletts	MISC OUTSIDE VENDOR	0102397400	5860	MISC OUTSIDE VENDOR	269.53
						CHECK TOTAL:	269.53
00398130	06/11/19	THE GARLAND COMPANY IN	ROOFING	0105497411	6209	ROOFING	3,483.88
						CHECK TOTAL:	3,483.88
00398131	06/11/19	The LaunchPad Therapy	MAY 2019	0104632900	5885	OCCUPATIONAL THERAPY	4,920.00
						CHECK TOTAL:	4,920.00

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398132	06/11/19	TLC Child & Family Ser	MAY 2019	0104632210	5875	TUITION	1,738.53
						CHECK TOTAL:	1,738.53
00398133	06/11/19	Ureno, Anakaren	MILEAGE - 5/1/19 - 5/31/19	0110397140	5210	MILEAGE REIMBURSEMENT	20.42
						CHECK TOTAL:	20.42
00398134	06/11/19		MAY 2019 - EXTENDED DAY	0104602150	5877	PRESCHOOL TUITION	255.00
						CHECK TOTAL:	255.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							143,964.52

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398135	06/12/19	Andy Gump Inc.	RENTAL EXPENSE	0110397140	5620	RENTAL EXPENSE	160.55
						CHECK TOTAL:	160.55
00398136	06/12/19	Avalon Tent & Party Re	RENTAL EXPENSE	0107015580	5620	RENTAL EXPENSE	3,085.54
						CHECK TOTAL:	3,085.54
00398137	06/12/19	CDW GOVERNMENT LLC	COMPUTER EQUIPMENT>\$5000	0113457175	6460	COMPUTER EQUIPMENT>\$5000	3,750.00
						CHECK TOTAL:	3,750.00
00398138	06/12/19	Cox Communications	JUNE 2019	0113457175	5940	INTERNET CONNECTIVITY	160.93
						CHECK TOTAL:	160.93
00398139	06/12/19	Maintex	OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	105.58
			OTHER CUSTODIAL SUPPLIES	0108477409	4361	OTHER CUSTODIAL SUPPLIES	114.89
						CHECK TOTAL:	220.47
00398140	06/12/19	Peacock's Marching Wor	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	161.57
						CHECK TOTAL:	161.57
00398141	06/12/19	Signature Party Rental	RENTAL EXPENSE	0110397140	5620	RENTAL EXPENSE	2,296.77
						CHECK TOTAL:	2,296.77
00398142	06/12/19	Staples Advantage	EQUIPMENT-NEW \$500-\$5000	0106011008	4310	MATERIALS & SUPPLIES-INS	148.12
			EQUIPMENT-NEW \$500-\$5000	0106011008	4310	MATERIALS & SUPPLIES-INS	131.22
			EQUIPMENT-NEW \$500-\$5000	0106011008	4310	MATERIALS & SUPPLIES-INS	162.75
						CHECK TOTAL:	442.09
00398143	06/12/19	Verizon Wireless LA	MAY 2019	0113457175	5930	MOBILE COMMUNICATIONS	2,870.12
						CHECK TOTAL:	2,870.12
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							13,148.04

LAGUNA BEACH USD 06/13/19 Commercial Check Register All Entries Requested Page 1
 THU, JUN 13, 2019, 8:26 AM --req: JUPHAM----leg: 76 ----loc: 94DISB----job: 21361022 #J165--prog: BK514 <1.3 >--report id: CKOCLIST

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398144	06/13/19	TLC Child & Family Ser	MAY 2019	0104632210	5898	AB3632 ROOM & BOARD	10,808.00
			MAY 2019	0104632210	5875	TUITION	4,235.88
						CHECK TOTAL:	15,043.88
00398145	06/13/19	WINSOR LEARNING INC.	MATERIALS & SUPPLIES-INSTRUCT	0102014105	4310	MATERIALS & SUPPLIES-INS	9,434.59
						CHECK TOTAL:	9,434.59
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							24,478.47

Check Stock: 76

Check #	Registrar	Payee Name	Description	Key	Object	Object Description	Check Amount
00398146	06/14/19	Apex Learning Inc	ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SCFTWARE LICENSE	4,958.50
			CONSULTANTS-INSTRUCTIONAL	0113017175	5830	CONSULTANTS-INSTRUCTIONA	1,200.00
						CHECK TOTAL:	6,158.50
00398147	06/14/19	Perfection Learning Co	TEXTBOOKS	0102016300	4100	TEXTBOOKS	2,807.57
						CHECK TOTAL:	2,807.57
00398148	06/14/19	SC Fuels	MAY 2019	0102477408	4375	FUEL FOR VEHICLES	510.82
			MAY 2019	0105477408	4375	FUEL FOR VEHICLES	327.04
						CHECK TOTAL:	837.86
00398149	06/14/19	Southern Calif Gas Co.	MAY 2019	0102477409	5510	HEAT - UTILITIES	29.66
			MAY 2019	0102477409	5510	HEAT - UTILITIES	14.79
			MAY 2019	0102477409	5510	HEAT - UTILITIES	24.71
			MAY 2019	0105477409	5510	HEAT - UTILITIES	15.78
			MAY 2019	0105477409	5510	HEAT - UTILITIES	163.43
			MAY 2019	0105477409	5510	HEAT - UTILITIES	168.37
			MAY 2019	0106477409	5510	HEAT - UTILITIES	249.64
			MAY 2019	0108477409	5510	HEAT - UTILITIES	157.49
						CHECK TOTAL:	823.87
00398150	06/14/19	Southern California Ed	MAY 2019	0107477409	5520	LIGHT & POWER	2,948.34
						CHECK TOTAL:	2,948.34
00398151	06/14/19	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	133.48
						CHECK TOTAL:	133.48
00398152	06/14/19	Bread Artisan Bakery L	FOOD	1302277426	4700	FOOD	117.92
						CHECK TOTAL:	117.92
00398153	06/14/19	Void - Continued Stub	Undefined.....	Undef.	Unde	CHECK TOTAL:	0.00*
00398154	06/14/19	Gold Star Foods	FOOD	1302277426	4700	FOOD	280.34
			FOOD	1302277426	4700	FOOD	364.21
			FOOD	1302277426	4700	FOOD	500.03
			FOOD	1302277426	4700	FOOD	367.26
			FOOD	1302277426	4700	FOOD	256.23
			FOOD	1302277426	4700	FOOD	106.07
			FOOD	1302277426	4700	FOOD	80.14
			FOOD	1302277426	4700	FOOD	70.33
			FOOD	1302277426	4700	FOOD	45.88
			FOOD	1302277426	4700	FOOD	212.14
			FOOD	1302277426	4700	FOOD	154.94
			FOOD	1302277426	4700	FOOD	136.69

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	377.68
			FOOD	1302277426	4700	FOOD	115.43
			FOOD	1302277426	4700	FOOD	85.56
			FOOD	1302277426	4700	FOOD	104.60
			FOOD	1302277426	4700	FOOD	65.48
			FOOD	1302277426	4700	FOOD	77.76
			FOOD	1302277426	4700	FOOD	104.60
			FOOD	1302277426	4700	FOOD	114.08
			FOOD	1302277426	4700	FOOD	98.81
			FOOD	1302277426	4700	FOOD	126.62
			FOOD	1302277426	4700	FOOD	68.02
			FOOD	1302277426	4700	FOOD	348.50
			FOOD	1302277426	4700	FOOD	319.85
			FOOD	1302277426	4700	FOOD	143.61
			FOOD	1302277426	4700	FOOD	303.09
			FOOD	1302277426	4700	FOOD	169.41
			FOOD	1302277426	4700	FOOD	270.76
			FOOD	1302277426	4700	FOOD	404.12
			FOOD	1302277426	4700	FOOD	38.86
			FOOD	1302277426	4700	FOOD	68.02
			FOOD	1302277426	4700	FOOD	174.25
			FOOD	1302277426	4700	FOOD	25.59
			FOOD	1302277426	4700	FOOD	34.62
			FOOD	1302277426	4700	FOOD	81.42
			FOOD	1302277426	4700	FOOD	53.44
			FOOD	1302277426	4700	FOOD	403.70
			FOOD	1302277426	4700	FOOD	257.06
			FOOD	1302277426	4700	FOOD	4.58
			FOOD	1302277426	4700	FOOD	43.75
			FOOD	1302277426	4700	FOOD	285.84
			FOOD	1302277426	4700	FOOD	98.81
			FOOD	1302277426	4700	FOOD	348.50
			FOOD	1302277426	4700	FOOD	101.50
			FOOD	1302277426	4700	FOOD	63.47
			FOOD	1302277426	4700	FOOD	101.03
			FOOD	1302277426	4700	FOOD	194.79
			FOOD	1302277426	4700	FOOD	476.42
			FOOD	1302277426	4700	FOOD	78.31
			FOOD	1302277426	4700	FOOD	68.02
			FOOD	1302277426	4700	FOOD	-34.62
						CHECK TOTAL:	8,839.60
00398155	06/14/19	Void - Continued Stub	Undefined.....	Undef.	Unde	CHECK TOTAL:	0.00*

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398156	06/14/19	Hollandia Dairy Inc	FOOD	1302277426	4700	FOOD	160.71
			FOOD	1302277426	4700	FOOD	183.85
			FOOD	1302277426	4700	FOOD	200.91
			FOOD	1302277426	4700	FOOD	44.40
			FOOD	1302277426	4700	FOOD	137.96
			FOOD	1302277426	4700	FOOD	106.47
			FOOD	1302277426	4700	FOOD	74.01
			FOOD	1302277426	4700	FOOD	143.98
			FOOD	1302277426	4700	FOOD	142.09
			FOOD	1302277426	4700	FOOD	85.21
			FOOD	1302277426	4700	FOOD	155.79
			FOOD	1302277426	4700	FOOD	79.51
			FOOD	1302277426	4700	FOOD	146.57
			FOOD	1302277426	4700	FOOD	56.72
			FOOD	1302277426	4700	FOOD	127.29
			FOOD	1302277426	4700	FOOD	85.21
			FOOD	1302277426	4700	FOOD	143.43
			FOOD	1302277426	4700	FOOD	141.72
			FOOD	1302277426	4700	FOOD	205.93
			FOOD	1302277426	4700	FOOD	94.51
			FOOD	1302277426	4700	FOOD	131.15
			FOOD	1302277426	4700	FOOD	103.81
			FOOD	1302277426	4700	FOOD	56.46
			FOOD	1302277426	4700	FOOD	121.32
			FOOD	1302277426	4700	FOOD	103.81
			FOOD	1302277426	4700	FOOD	106.47
			FOOD	1302277426	4700	FOOD	155.79
			FOOD	1302277426	4700	FOOD	28.75
			FOOD	1302277426	4700	FOOD	84.95
			FOOD	1302277426	4700	FOOD	99.33
			FOOD	1302277426	4700	FOOD	238.78
			FOOD	1302277426	4700	FOOD	84.69
			FOOD	1302277426	4700	FOOD	249.70
			FOOD	1302277426	4700	FOOD	46.96
			FOOD	1302277426	4700	FOOD	85.21
			FOOD	1302277426	4700	FOOD	85.21
			FOOD	1302277426	4700	FOOD	117.79
			FOOD	1302277426	4700	FOOD	146.02
CHECK TOTAL:							4,562.47
00398157	06/14/19	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

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
CHECK TOTAL:							880.00
00398158	06/14/19	P & R Paper Supply Co	GENERAL SUPPLIES-NON INSTRUCT	1302277426	4340	GENERAL SUPPLIES-NON INS	1,622.49
			GENERAL SUPPLIES-NON INSTRUCT	1302277426	4340	GENERAL SUPPLIES-NON INS	66.85
			GENERAL SUPPLIES-NON INSTRUCT	1302277426	4340	GENERAL SUPPLIES-NON INS	743.40
CHECK TOTAL:							2,432.74
00398159	06/14/19	State of CA Nutrition	FOOD	1302277426	4700	FOOD	564.30
CHECK TOTAL:							564.30
00398160	06/14/19	STIX HOLDINGS LLC	FOOD	1302277426	4700	FOOD	175.00
			FOOD	1302277426	4700	FOOD	175.00
			FOOD	1302277426	4700	FOOD	105.75
			FOOD	1302277426	4700	FOOD	183.75
			FOOD	1302277426	4700	FOOD	105.75
			FOOD	1302277426	4700	FOOD	262.50
			FOOD	1302277426	4700	FOOD	105.75
			FOOD	1302277426	4700	FOOD	192.50
			FOOD	1302277426	4700	FOOD	105.75
			FOOD	1302277426	4700	FOOD	105.75
CHECK TOTAL:							1,517.50
00398161	06/14/19	SUNRISE PRODUCE	FOOD	1302277426	4700	FOOD	165.80
			FOOD	1302277426	4700	FOOD	37.22
			FOOD	1302277426	4700	FOOD	63.60
			FOOD	1302277426	4700	FOOD	199.94
			FOOD	1302277426	4700	FOOD	19.22
			FOOD	1302277426	4700	FOOD	65.39
			FOOD	1302277426	4700	FOOD	84.46
			FOOD	1302277426	4700	FOOD	10.81
			FOOD	1302277426	4700	FOOD	6.76
			FOOD	1302277426	4700	FOOD	167.11
			FOOD	1302277426	4700	FOOD	35.15
			FOOD	1302277426	4700	FOOD	21.35
			FOOD	1302277426	4700	FOOD	57.28
			FOOD	1302277426	4700	FOOD	20.35
			FOOD	1302277426	4700	FOOD	75.00
			FOOD	1302277426	4700	FOOD	107.80
			FOOD	1302277426	4700	FOOD	158.87
			FOOD	1302277426	4700	FOOD	151.21
			FOOD	1302277426	4700	FOOD	39.63
			FOOD	1302277426	4700	FOOD	213.55
			FOOD	1302277426	4700	FOOD	141.35
			FOOD	1302277426	4700	FOOD	48.57

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	60.45
			FOOD	1302277426	4700	FOOD	146.78
			FOOD	1302277426	4700	FOOD	35.42
			FOOD	1302277426	4700	FOOD	-50.25
						CHECK TOTAL:	2,082.82
00398162	06/14/19	Sysco Food Service of	FOOD	1302277426	4700	FOOD	331.62
			FOOD	1302277426	4700	FOOD	801.88
			FOOD	1302277426	4700	FOOD	189.42
			FOOD	1302277426	4700	FOOD	53.80
			FOOD	1302277426	4700	FOOD	16.42
			FOOD	1302277426	4700	FOOD	53.80
			FOOD	1302277426	4700	FOOD	196.26
			FOOD	1302277426	4700	FOOD	82.08
			FOOD	1302277426	4700	FOOD	641.96
			FOOD	1302277426	4700	FOOD	84.56
			FOOD	1302277426	4700	FOOD	34.92
			FOOD	1302277426	4700	FOOD	150.22
			FOOD	1302277426	4700	FOOD	240.10
			FOOD	1302277426	4700	FOOD	854.50
			FOOD	1302277426	4700	FOOD	66.71
			FOOD	1302277426	4700	FOOD	53.80
			FOOD	1302277426	4700	FOOD	86.72
			FOOD	1302277426	4700	FOOD	351.90
			FOOD	1302277426	4700	FOOD	46.07
			FOOD	1302277426	4700	FOOD	37.00
			FOOD	1302277426	4700	FOOD	235.48
			FOOD	1302277426	4700	FOOD	110.05
			FOOD	1302277426	4700	FOOD	983.61
			FOOD	1302277426	4700	FOOD	101.12
			FOOD	1302277426	4700	FOOD	88.77
			FOOD	1302277426	4700	FOOD	150.22
			FOOD	1302277426	4700	FOOD	-30.79
			FOOD	1302277426	4700	FOOD	-30.79
			FOOD	1302277426	4700	FOOD	-30.79
			FOOD	1302277426	4700	FOOD	-30.79
			FOOD	1302277426	4700	FOOD	-36.35
			FOOD	1302277426	4700	FOOD	-36.35
			FOOD	1302277426	4700	FOOD	-129.60
						CHECK TOTAL:	5,717.53
00398163	06/14/19	US Foodservice Inc.	FOOD	1302277426	4700	FOOD	478.68
			FOOD	1302277426	4700	FOOD	675.03
			FOOD	1302277426	4700	FOOD	163.98

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	187.51
			FOOD	1302277426	4700	FOOD	615.01
			FOOD	1302277426	4700	FOOD	1,197.60
			FOOD	1302277426	4700	FOOD	258.18
			FOOD	1302277426	4700	FOOD	258.18
			FOOD	1302277426	4700	FOOD	485.73
			FOOD	1302277426	4700	FOOD	987.40
			FOOD	1302277426	4700	FOOD	73.46
			FOOD	1302277426	4700	FOOD	388.13
			FOOD	1302277426	4700	FOOD	475.96
			FOOD	1302277426	4700	FOOD	591.63
			FOOD	1302277426	4700	FOOD	377.52
			FOOD	1302277426	4700	FOOD	1,133.34
			FOOD	1302277426	4700	FOOD	292.61
			FOOD	1302277426	4700	FOOD	278.71
						CHECK TOTAL:	8,918.66
00398164	06/14/19	Z PIZZA INC	FOOD	1302277426	4700	FOOD	90.00
			FOOD	1302277426	4700	FOOD	156.00
			FOOD	1302277426	4700	FOOD	151.00
			FOOD	1302277426	4700	FOOD	272.00
			FOOD	1302277426	4700	FOOD	90.00
			FOOD	1302277426	4700	FOOD	156.00
			FOOD	1302277426	4700	FOOD	170.00
			FOOD	1302277426	4700	FOOD	305.00
			FOOD	1302277426	4700	FOOD	90.00
			FOOD	1302277426	4700	FOOD	168.00
			FOOD	1302277426	4700	FOOD	180.00
			FOOD	1302277426	4700	FOOD	303.00
			FOOD	1302277426	4700	FOOD	90.00
			FOOD	1302277426	4700	FOOD	161.00
			FOOD	1302277426	4700	FOOD	293.00
			FOOD	1302277426	4700	FOOD	90.00
			FOOD	1302277426	4700	FOOD	168.00
			FOOD	1302277426	4700	FOOD	170.00
			FOOD	1302277426	4700	FOOD	270.00
						CHECK TOTAL:	3,373.00

TOTAL FOR STOCK 76 Laguna Beach's check stock ID 52,716.16

Laguna Beach Unified School District

13.i. CONSENT/ACTION

June 25, 2019

Approval: Consolidated Application Reporting Systems (CARS) Application for Funding for the 2019-20 School Year

Proposal

Staff proposes the Board of Education approve the request to apply for Federal funds by submitting the Consolidated Application to the California Department of Education.

Background

All school districts in California that receive federal funds must adhere to the Federal LEA Plan provisions and assurances, as required in the Every Student Succeeds Act (ESSA). There are three requirements for the Federal LEA Plan: 1) LCAP, 2) LCAP Federal Addendum, and 3) Consolidated Application (ConApp). LBUSD receives annual ESSA funding for Title I (Improving Basic Programs), Title II (Supporting Effective Instruction), Title III (Language Instruction for English Learners and Immigrant Students), and Title IV (Student Support and Academic Enrichment Grants).

The application for Federal funds is submitted online to the California Department of Education (CDE) through the Consolidated Application Reporting System (CARS). The online system has two data collection reporting periods: Winter and Spring. This Spring, data collection for the 2019-2020 application must be submitted by June 30, 2019, to indicate that Laguna Beach Unified School District requests participation in federal programs.

Budget Impact

There are no costs to the district.

Recommended Action

Staff proposes the Board of Education approve the request to apply for Federal funds by submitting the spring 2019-20 Consolidated Application to the California Department of Education.

Laguna Beach Unified School District

13.j. CONSENT/ACTION

June 25, 2019

Approval: Memorandum of Understanding (MOU) Between the Orange County Superintendent of Schools and the Laguna Beach Unified School District for the Provision of Special Education Students

Proposal

Staff proposes the Board of Education approve the Memorandum of Understanding Between the Orange County Superintendent of Schools and Laguna Beach Unified School District.

Background

The Orange County Superintendent of Schools operates the special education programs and services for eligible pupils of the District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the District and the Orange County Department of Education that the pupils' educational needs as specified in the IEP can be met appropriately by the Orange County Department of Education. These include such programs as severely disabled, medically fragile, and deaf/hard of hearing.

Districts may provide transportation or have pupils transported by Orange County Department of Education.

The Memorandum details formulas for deriving average cost per pupil and deducting revenues to arrive at the excess cost per pupil incurred by OCDE to operate these programs.

Laguna Beach Unified School District currently has three pupils enrolled in programs operated by the Orange County Department of Education; however, additional needs may arise during the school year.

Budget Impact

Estimated Bill Back per pupil for the 2018-2019 school year is \$55,470
Estimated per pupil excess cost for transportation is \$13,110

Recommended Action

Staff recommends the Board approve the attached Memorandum of Understanding agreeing to the terms detailed in the Memorandum for the provision of special education programs and services to students in the Laguna Beach Unified School District who may require such programs and services.

Memorandum of Understanding Between
The Orange County Superintendent of Schools
And
“Laguna Beach Unified School District”
2019-2020

The Orange County Superintendent of Schools, which operates the Division of Special Education Services within the Orange County Department of Education, hereinafter referred to as “OCDE” and the “Laguna Beach Unified School District,” herein referred to as “District,” and collectively referred to herein as the “Parties,” mutually agree as follows (Agreement):

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, OCDE may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education programs and services to individuals with exceptional needs ages 3 through 22 requiring intensive educational services, including a regional deaf and hard of hearing program. The OCDE Special Schools Program operates on multiple public school sites throughout Orange County designated as preschool, elementary, secondary and adult transition programs.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2019, and ending June 30, 2020.

3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA). It is further acknowledged that the SELPA base year calculations for special education funding under Assembly Bill 602 (AB 602) include a dollar amount that is transferred back to the SELPA of residence for pupils served in special education programs prior to implementation of AB 602. The Parties acknowledge that both the distribution of these special education funds and the District's fiscal responsibility for students served outside the SELPA of residence are determined by the Local Plan of the SELPA of residence.

4. Scope of Program and Referral Process to OCDE

OCDE shall conduct special education programs and services for those eligible pupils of the District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the District and OCDE that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by OCDE. Prior to offering placement in any OCDE Special Schools Program, the District shall contact the appropriate OCDE Special Schools Principal to discuss a possible referral and the appropriateness of the OCDE Special Schools Program placement. If the referral seems appropriate, the District shall obtain from the parent authorization to release information to OCDE and submit an OCDE referral packet to the appropriate OCDE Special Schools Principal

based on the student's grade and unique needs as well as schedule a visitation with the parent. OCDE referral packets are available on-line.

Upon review of the referral packet and site visit by parent, the OCDE Special Schools Principal and District representative will coordinate an IEP team meeting for purposes of discussing possible placement in an OCDE Special Schools Program. The OCDE Special Schools Principal or designee, must participate in the District's IEP team meeting in which placement in an OCDE Special Schools Program is being recommended.

OCDE recognizes there may be situations in which the District desires to refer a student to an OCDE Special Schools Program outside of the IEP process, such as a mediation or other alternative dispute resolution process. Prior to offering the OCDE Special Schools Program outside of the IEP process, District shall contact the appropriate OCDE Special Schools Principal to discuss the referral, submit an OCDE referral packet and obtain prior written approval from OCDE before offering placement in an OCDE Special Schools Program.

OCDE shall maintain and provide special education programs for District pupils during the 2019-2020 school year within the administrative parameters established by the Special Education Fiscal Advisory Committee. Class size ranges and student-adult ratios shall be maintained in a manner which allows OCDE to meet the programmatic, health and safety needs of the pupils. Pupils enrolled in an OCDE Special Schools Program shall matriculate within the OCDE Special Schools Program based on their grade (preschool, elementary, secondary and adult transition programs) as determined by the IEP team.

5. Responsibility of School District of Residence

The District and OCDE acknowledge that the District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil referred by the District to an OCDE Special Schools Program moves out of the District, the District shall immediately provide OCDE written notice of the pupil's change in residence, including the new school district of residence. Similarly, OCDE shall immediately notify District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The District shall be notified of annual reviews scheduled for its pupils participating in an OCDE Special Schools Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, matriculation, recommendation for home instruction, or a change in eligibility or services specified on the current IEP, a District representative who is authorized to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For pupils enrolled in an OCDE Special Schools Program who are participating in a general education program on the school site in the school district where the OCDE Special Schools Program is located ("Host District") OCDE will work with the Host District to provide a general education teacher at IEP team meetings. In the event the Host District is unable to provide a general education teacher for the IEP team meeting, the District agrees to provide a general education teacher unless otherwise waived in writing by the pupil's parent in accordance with the Individuals with Disabilities Education Act (IDEA) and State law.

For all other pupils enrolled in an OCDE Special Schools Program, the District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacher and/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

Progress reports relating to goals and objectives in a pupil's IEP shall be sent by OCDE to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the District upon request. When requested by District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in OCDE is terminated.

7. Integration/Mainstreaming Opportunities

The Host District where OCDE Special Schools Programs operate often provide opportunities for pupils enrolled in an OCDE Special Schools Program to integrate with non-disabled typical peers during the school day. These opportunities are typically in non-core curriculum areas such as physical education, art, music, assemblies, recess and lunch. Some pupils enrolled in an OCDE Special Schools Program will participate in core curriculum activities for a portion of the school day in a program operated by the Host District, however, such pupils are supervised by OCDE staff at all times during such activities. In the event a pupil enrolled in an OCDE Special Schools Program is participating in core curriculum activities in a program operated by the Host District for more than 50% of the school day, the Host District will be reimbursed for any costs incurred resulting from such pupil's participation, upon OCDE's receipt of appropriate documentation of such costs.

8. Assessments/Independent Educational Evaluations

OCDE and District shall coordinate and collaborate in conducting assessments for pupils participating in an OCDE Special Schools Program. In the event OCDE staff is not available to conduct a requested assessment, OCDE shall notify the District and/or District's SELPA to assist in conducting such assessment(s). In the event a referral is made by a pupil's IEP team or a pupil's parent/guardian for an educationally related mental health services (ERMHS) assessment, OCDE shall immediately notify the District, and the District shall determine how to proceed with the requested ERMHS assessment.

In the event a request is made for an independent educational evaluation (IEE), OCDE shall immediately forward such request to the District and the District, in collaboration with OCDE, shall determine how to respond to the request for an IEE. If the District receives a request for assessment or IEE for a student referred to or enrolled in an OCDE Special Schools Program, the District shall immediately notify OCDE of the request and collaborate with OCDE as to how to respond. OCDE and/or the District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

9. Pupil Count

A count shall be taken of the number of pupils enrolled in OCDE's Special Schools Program as of the first day of each calendar month, July 1, 2019 through June 1, 2020. A pupil shall be counted as "enrolled" in an OCDE Special Schools Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in an OCDE Special Schools Program,

whichever occurs sooner. Pupils continuing in an OCDE Special Schools Program from the previous school year shall be counted as “enrolled” on the first school day in September unless written notification of withdrawal is received from either the parent or district of residence. If a continuing pupil has not attended school by the eleventh (11th) day of the first school month, OCDE shall notify the district of residence and a determination shall be made regarding continuing enrollment. In the event either OCDE or District are informed that a pupil has been withdrawn by the parent from an OCDE Special Schools Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from an OCDE Special Schools Program is no longer counted as “enrolled” or considered a continuing pupil for the following school year.

10. Definitions

a. “Special Education Fiscal Advisory Committee” shall be a committee comprised of the Orange County Special Education Local Plan Area Directors, Chief Business Officials representing each SELPA and OCDE representatives including the Chief of Special Education Services Division, Director of Special Schools and Programs, Business Administrator, and the Assistant Superintendent of Business Services, or designee.

b. “Regional Special Education Programs” are the special education classes and support services operated by OCDE for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

c. "Regional Deaf/Hard of Hearing (D/HH) Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through total communication, utilizing sign language, note-takers, oral speech and residual hearing.

d. "Regional Oral Deaf Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through oral and written communication using oral speech, speech reading, residual hearing, auditory devices and cochlear implants.

e. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by OCDE Special School Programs under this Agreement. For the purposes of this Agreement:

f. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of OCDE Special Schools Programs.

g. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.

h. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

11. Funding

In consideration of the enrollment of pupils in special education programs conducted by OCDE, the SELPA and/or the school district transferring pupils to the regional programs operated by OCDE agree to pay the average cost per pupil based on expenditure categories and

ratios reviewed by the Special Education Fiscal Advisory Committee and shall provide for program funding as follows:

a. The District shall be responsible for the Average Cost per Pupil in an OCDE Special Schools Program, including the Regional Deaf/Hard of Hearing Program, multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds. The District shall be responsible for the Average Cost Per Pupil in the Regional Oral Deaf Program multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds.

b. Special Circumstance Assistant (SCA). The District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the District.

c. The following documents shall be used as a basis for all figures reported:

- (1) Various Program Cost Reports
- (2) State Form 01
- (3) In-House Accounting Reports

d. OCDE Special Schools Program income and expenditures shall be listed in accordance with The California School Accounting Manual Standardized Account Code Structure for Special Education as of April 19, 1999, with a summary page as shown in Appendix A, incorporated herein.

e. Indirect cost for Special Education Programs operated by OCDE shall be at the State approved rate not to exceed 7.5% of total Program expenditures.

f. OCDE shall bill the District on a monthly basis and forward invoices to the District's accounting department.

12. Related Services/Designated Instructional Services (DIS)/Supplementary Aids

OCDE provides the following related services as part of its Special Schools Programs: Speech-Language Pathology Services, Adapted Physical Education, Physical Therapy, Occupational Therapy, Health and Nursing, Specialized Physical Health Care, Vocational Counseling, Adult Transition, Assistive Technology/Alternative Augmentative Communication, Vision Training, Orientation and Mobility, Behavior Management/Intervention and Psychological Counseling. In addition to the above, as part of its Regional D/HH Program and Regional Oral Deaf Program, OCDE provides Audiological services and Sign Language Interpreters. Any other related services or supplementary aids necessary for the pupil to benefit from the special education program, including but not limited to ERMHS, and low incident services and equipment, shall be provided by the District or as otherwise agreed to by OCDE and the District. Translator services at IEP team meetings and/or translation of documents shall be provided by the District or as otherwise agreed to by OCDE and the District. In addition, OCDE shall separately bill the District for the services provided by an SCA as required by the pupil's IEP.

13. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A District representative who is authorized by the District's Director of Special Education to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in-home instruction, including other related services, shall be provided by the District or as otherwise agreed to by OCDE and the District. In the event the pupil is hospitalized in a facility located outside of the District, it is the District's responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from OCDE in order for the District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event OCDE and the District agree that OCDE will provide in-home or hospital instruction to the pupil, OCDE shall separately bill the District for such services.

14. Transportation

a. Transportation by the Orange County Department of Education

The District shall provide transportation for its pupils participating in an OCDE Special Schools Program unless otherwise agreed between the District and OCDE. In the event OCDE agrees to transport a pupil, the District shall be responsible for the difference between the Direct and Direct Support Cost of home-to-school transportation as shown on the annual State Transportation Report plus one percent (1%) indirect support costs and the State transportation allocation received by the OCDE on a per pupil basis pursuant to Appendix B, incorporated herein. The District shall pay for the full cost of one-on-one transportation assistants as specified in the pupil's IEP. In the event OCDE is transporting five or more District pupils from one Special Schools Program site, the District shall provide OCDE written notice on or before December 1 of each year of any proposed changes in the number of students requiring OCDE transportation for the following school year. Absent appropriate notice from the District of any proposed change in transportation for the following school year, the District may be solely responsible for funding the costs related to such change in transportation. Similarly, OCDE shall provide the District written notice on or before December 1 of each year of any proposed changes in OCDE's transportation services, not including cost projections, for the following school year.

b. Transportation by District

Districts transporting pupils to an OCDE Special Schools Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and

subsequently made up may result in charges to the District for additional costs incurred by OCDE related to such delays.

15. Due Process and Complaints

OCDE and District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in an OCDE Special Schools Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event OCDE is named as the sole LEA in a due process complaint, OCDE and District agree that District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

OCDE and District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.

16. Estimated Billing

The estimated billing for 2019-2020 will be based on actual information for 2018-2019 plus COLA as set forth in the most current State Budget plus any budgeting projections for step and column, and salary and benefit increases.

17. Final Accounting

An accounting accompanied by completed Appendices A and B with appropriate supporting documentation shall be sent to each District by September 15 of the following year.

In addition, OCDE shall provide a quarterly expenditure report to the District's Director of Special Education. Corrections to prior year OCDE Special Schools Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the District affected by the correction or adjustments.

18. Projected Enrollment/Facilities and Staffing Needs

In order to assist OCDE in planning for both facilities and staffing needs for its programs, each District shall submit to OCDE, in writing, on or before December 1 of each year, the projected number of pupils expected to be transferred to OCDE programs for special education and support services in the following school year. Absent a projection, the number of District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by OCDE for the following school year. In the event the District intends to withdraw five (5) or more pupils from a specific OCDE Special Schools Program site or enroll five (5) or more pupils in a specific OCDE Special Schools Program site for the following school year, the District shall notify OCDE in writing of such intention on or before December 1 of each year. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration. Absent appropriate notice from the District of any proposed change in enrollment in an OCDE Special Schools Program site for the following school year, the District may be solely responsible for funding the costs related to such change in enrollment.

If the District is a Host District for any OCDE Special Schools Program, the District shall submit to OCDE, in writing, on or before December 1 of each year, notice of any proposed facilities projects, including but not limited to modernization or new construction projects at the

school site where the OCDE Special Schools Program is located, as well as any potential impact such projects may have on the operation of an OCDE Special Schools Program, including opportunities for integration with typical peers at the Host District school site. In the event any such project would require relocation of an OCDE Special Schools Program, the District shall provide OCDE with at least one (1) year prior written notice to allow OCDE sufficient time to plan accordingly. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration.

In the event OCDE intends to close an OCDE Special Schools Program in which District pupils are enrolled, OCDE shall notify the District in writing of such intention on or before December 1 of each year.

19. Program Cost for 2019-2020

On or before fifteen (15) days after the release of the May revise each year, the Orange County Superintendent of Schools shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average Cost per Pupil for pupils enrolled in OCDE Special Schools Programs based on the Projected Enrollment data, and provide it to District Student Services and Business Directors.

20. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other

similar overnight delivery service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the United States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

OCDE: Orange County Department of Education
Special Education Division
200 Kalmus Drive
Costa Mesa, CA 92626
Attn: **Analee Kredel**
Chief, Special Education Services
Fax: (714) 545-6312
Phone: (714) 966-4129

District: Laguna Beach Unified School District
550 Blumont Street
Laguna Beach, CA 92651
Attn: Irene White, Special Ed. Director
Fax: 949-497-3199
Phone: 949-497-7700 x-206

21. No Waiver

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

22. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the District, OCDE agrees to hold harmless, indemnify and defend the District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with OCDE's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of OCDE, the District agrees to hold harmless, indemnify and defend OCDE and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the District's performance of services during the term of this Agreement.

23. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

24. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

25. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

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

APPROVED BY:

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

OCDE - [NAME]

DISTRICT - [NAME]

BY: _____

(Authorized Agent)

BY: _____

(Authorized Agent)

DATE: _____

DATE: _____

DATE APPROVED BY COUNTY
SUPERINTENDENT OR DISTRICT BOARD:

cc: SELPA

APPROVED AS TO FORM:

DATE: 6/3/19

LYSA M. SALTZMAN, COUNSEL
ORANGE COUNTY DEPARTMENT OF EDUCATION

BY _____

ATTORNEY

**Orange County Department of Education
Special Schools Program**

Exhibit A

2019-20 Adopted Budget	Object	2017-18	2018-18	2018-19	2019-20
2018-19 average year-to-date 405.3					
2019-20 proj average enrollment 410	Code	Actuals	Adopted Budget	Estimated Actuals	Adopted Budget
Restricted Fund Balance Low Incidence	9791	184,877.58	170,378	176,776	161,081
Reserve for Economic Uncertainty	9791	901,036.63	904,689	904,077	945,822
Total Beginning Balance	9791	1,085,914.21	1,075,067	1,080,853	1,107,003
Revenue					
Prin Apport State Aid-Prior Year	8019				
AB602 Allocation	8097	1,602,572.00	1,582,126	1,598,834	1,572,130
AB602 Allocation		1,602,572.00	1,582,126	1,598,834	1,572,130
Prior Year Apportionment	8319	28,677.00	-	-	-
Other State Revenue		28,677.00	-	-	-
Interagency Fees Bill Back to Districts	8677	20,308,852.45	21,717,904	19,120,735	22,742,590
Interagency Fees Special Circumstance Aids	8677	4,892,111.70	5,231,816	5,977,173	5,719,212
Interagency Fees - Contracts	8677	93,297.36	100,000	60,000	60,000
Registration & Misc. Fee	8689	475.00	-	4,000	-
Other Local Revenue/EE contract	8699	3,327.72	-	15	-
Other Revenue/Tuition	8710	3,501,323.11	3,748,839	3,914,695	3,914,695
Tuition - Prior Year	8711	-	-	-	-
Other Local Revenue		26,797,387.34	30,708,559	29,076,616	32,436,497
Contribution from Unrestricted	8980	-	-	480,444	240,221
Contribution for Indirect	8981	505,031.81	542,134	531,111	578,278
Contribution frm Special Ed/absence factor	8986	441,951.00	441,951	441,951	441,951
Contribution from Restricted	8990	39,448.44	23,718	37,328	37,328
Contribution to Restricted Routine Maint.	8991	(418,318.00)	(418,318)	(412,600)	(529,968)
Contribution to Food Services	8992	(156,457.96)	(180,169)	(186,801)	(183,449)
Contribution to Special Ed	8993	-	-	-	-
Total Contributions		410,655.29	398,316	881,434	572,362
Total Revenue		31,925,205.84	33,854,068	32,637,739	35,607,982

**Orange County Department of Education
Special Schools Program**

Exhibit A

2019-20 Adopted Budget	Object	2017-18	2018-19	2018-19	2019-20
2018-19 average year-to-date 405.3					
2019-20 proj average enrollment 410	Code	Actuals	Adopted Budget	Estimated Actuals	Adopted Budget
Expenditures					
Teachers Salaries	1100	5,487,521.82	5,624,786	5,302,929	5,680,809
Pupil Support Salaries	1200	1,211,591.13	1,146,745	1,174,396	1,211,416
Supervisor/Administrators	1300	1,130,279.24	1,219,843	1,185,536	1,258,616
Other Certificated	1900	1,297,554.19	1,305,620	1,354,342	1,407,850
Total Certificated		9,126,946.38	9,296,994	9,017,203	9,558,791
Instructional Assistants	2100	7,381,348.63	7,817,713	7,751,408	8,406,711
Classified Support Salaries	2200	726,238.46	729,144	800,750	816,658
Supervisors/Managers	2300	596,453.05	534,130	625,869	629,497
Clerical/Technical	2400	752,519.58	791,165	735,213	783,979
Short term Sub	2900	1,478.68	2,494	1,300	2,300
Total Classified		9,458,038.40	9,874,646	9,914,540	10,639,138
STRS/PERS	3100-3200	2,639,754.07	2,986,198	2,984,229	3,413,409
Medicare and PARS	3300	260,879.62	282,197	289,655	301,208
Health and Welfare	3400	4,564,472.62	4,868,955	4,514,191	5,041,808
Unemployment	3500	9,131.11	8,645	9,869	10,021
Worker's Comp	3600	318,648.25	327,526	324,353	336,814
PERS Reduction	3800	-	-	-	-
Life Insurance/Other	3900	37,703.50	38,455	519,456	280,224
Total Benefits		7,830,589.17	8,512,876	8,641,553	9,383,483
Textbooks	4100	-	1,500	1,500	1,500
Other Books	4200	-	580	1,030	1,590
Materials and Supplies	4300	228,098.22	1,081,473	282,242	966,632
NonCapitalized Equipment	4400	6,681.28	50,898	22,946	38,213
Total Books and Supplies		234,779.50	1,134,461	307,718	1,007,875
Travel and Conference	5200	108,043.64	119,549	103,360	106,832
Dues and Membership	5300	750.00	1,080	844	844
Utilities	5500	183,139.04	218,811	176,100	176,600
Rents/Leases/Repairs	5640	316,624.44	303,002	315,702	315,702
Repairs/Maintenance	5600	31,240.50	61,840	28,657	39,465
Transfer of Direct Costs	5700	38,337.30	43,805	44,364	44,594
Professional/Consulting Services	5800	139,226.47	318,799	171,788	203,689
Communications	5900	96,446.95	84,753	78,818	84,462
Total		913,808.34	1,152,639	918,733	972,388
Improvement on Sites	6100	-	-	-	-
Buildings	6200	-	-	-	-
Capitalized Equipment	6400/6500	-	-	40,000	75,000
Total				40,000	
Support Costs	7340	2,066,704.48	2,203,820	2,158,878	2,368,952
Support Contributions	7341	505,031.81	542,134	531,111	576,278
Total Support		2,571,736.29	2,745,954	2,689,989	2,945,231
Total Expenditures		30,135,898.08	32,717,660	31,530,736	34,606,904
Restricted Fund Balance Low Incidence	9780/9740	176,775.57	154,878	161,081	145,881
Reserve for Economic Uncertainty	9780/9740	904,076.94	981,530	945,922	1,035,207
Ending Fund Balance		1,789,307.76	1,136,408	1,107,003	1,181,088
Total Bill Back		19,598,397.20	21,717,904	19,120,735	22,742,580
Average Enrollment		395.50	400	405	410
Estimated Bill Back per Pupil		49,553.47	54,295	47,183	55,470
Proposed Refund to District		1,791.28	-	-	-
Actual Billing		47,762.18	54,295	47,182.57	55,469.73

ORANGE COUNTY DEPARTMENT OF EDUCATION
SPECIAL EDUCATION TRANSPORTATION

2019-20 Pupil Transportation Budget
Exhibit B

	2019-20
1. Average number of pupils transported	250
2. Maximum number of billable days	202
3. Classified Salaries	\$ 113,083
4. Employee Benefits	\$ 45,116
5. Supplies	\$ 50
6. Travel/Conferences/Dues/Memberships	\$ -
7. Other Expenses	\$ 50
8. Contracts with Private Contractors (5100)	\$ 4,718,505
9. Payments to Private Carriers (5830)	\$ 25,000
10. Other Services/Operating Expenses	\$ -
11. Equipment/Replacement	\$ -
12. Therapy Transportation	\$ -
Subtotal Direct Costs	\$ 4,718,505
13. Direct Support costs	\$ 183,299
14. Indirect Support Costs @ 1%	\$ 1,833
15. Total Transportation Cost Allocation	\$ 4,903,637
16. State Transportation Entitlement	\$ 1,626,235
Total	\$ 1,626,235
17. Excess Transportation Cost	\$ 3,277,402
17a. *Per Pupil Excess Cost Line17/Line1	\$ 13,110
17b. *Per Day Excess Cost Line17a/Line2	64.90

*Per Pupil cost is an estimate, actual cost is determined by average daily rate X # of days

Note: If we receive additional funding for transportation, the cost will be reduced.

Budget does not include FY19-20 anticipated contract increases

Laguna Beach Unified School District

13.k. CONSENT/ACTION

June 25, 2019

Approval: Independent Contractor Agreement with Chris McNeany in an Amount Not-to-Exceed \$8,640

Proposal

Staff proposes that the Board of Education approve an independent contractor agreement with Chris McNeany for the *Rescue Bear* program to be provided to students at Thurston Middle School over the course of five days during the 2019-2020 school year.

Background

In the 6th-grade StrenghtsFinder course, students will be studying and identifying their individual talents or strengths. The course will teach students how to access and engage their strengths in all sorts of ways in order to be more successful and productive. The course will include many hands-on activities where students work collaboratively in heterogeneous teams so that students must engage their strengths in order to successfully complete an activity or challenge.

The Rescue Bear activity is the culminating team-building activity in which each participant must assist the team in solving puzzles and codes in order to acquire the resources and instructions that are needed to build a custom teddy bear (or bunny, or cow, etc.). With an examination of individual personality types, participants explore the strengths and talents that they add to the group. The finished teddy bears will be donated to a children's charity such as the Ronald McDonald House, St. Jude's, CHOC, or a local fire department.

Budget Impact

The budget impact for these professional development days is not-to-exceed \$8,640.

Recommended Action

Staff recommends the Board of Education approve the independent contractor agreement with Chris McNeany for services associated with the Rescue Bear program to be provided to students at Thurston Middle School.

CONSULTING AGREEMENT

**THIS CONSULTING AGREEMENT (this "Agreement") dated
6/13/19, BETWEEN**

Laguna Beach Unified School District (the "Customer")

OF THE FIRST PART

- AND -

Chris McNeany, licensee of The Leader's Institute

P.O. Box 69159 West Hollywood, CA 90069
(the "Consultant")

OF THE SECOND PART

BACKGROUND:

- The Consultant has the necessary qualifications, experience and abilities to provide services described in this Agreement.
- The Consultant is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Services Provided

1. The Customer hereby agrees to engage the Consultant to provide the Customer with a ***Rescue Bear*** program on the following dates:

October 11 2019

December 6, 2019

February 7, 2020

April 3, 2020

May 29, 2020

to be held in Laguna Beach, CA from approximately *11:07 am – 12:45 pm* for up to (34) people in each session. These services include pre-workshop consulting, shipping and set up of all materials, contacting and organizing the charity if necessary, and event take down (the "Services"). The Services do not include any storage, shipping acceptance fees, or security fees assessed by the Customer or by the hotel or convention center where the event will be held. The Consultant hereby agrees to provide such Services to the Customer.

Term of Agreement

2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written Agreement of the parties.

Performance

3. The parties agree to do everything commercially reasonable to ensure that the terms of this Agreement take effect.

Compensation

4. For the Services rendered by the Consultant as required by this Agreement, the Customer will pay to the Consultant compensation of **\$8,640** plus normal, reasonable, and customary instructor travel fees if necessary. Consultant will assign local instructor(s) to deliver the Services whenever possible. Travel fees include any normal, reasonable, and customary coach airfare, overnight stay, ground transportation, and a \$50 per day fee for miscellaneous travel fees which caps the miscellaneous travel fees such as airline baggage fees, airport parking, per diem, hotel internet connections, and the like at \$50 per day including all travel days. Since travel fees can change dramatically, Consultant can not guarantee the

actual travel until this Agreement is executed, but as of the creation of this Agreement, instructor travel fee is an estimated total of \$0. **As any and all travel expenses are included in the above noted compensation of \$8,640.**

5. This compensation will be payable upon receipt of invoice while this Agreement is in force.

Travel and Expenses

6. The estimated travel fee/deposit quoted above is subject to change based on market prices. Actual travel over and above this estimate will be separately invoiced at the conclusion of Services. Any estimated travel and expense fees in excess of actual travel and expense costs will be returned to Customer within 14 days of completion of Services.

Weekend and Evening Differential

7. The compensation for services rendered above does not include a weekend or evening differential of \$200 per instructor/facilitator per day for events conducted on Saturday or Sunday or events that take place after 5:00 PM and require the instructor(s)/facilitator(s) to remain at the location for an additional nights stay (the "Differential"). If the Differential is not included in the compensation above, then the necessity for the Differential does not exist at the time of this agreement, however, if the timing or date of the Services is altered, then the Differential will be assessed in the final invoice if necessary.

"Rush" Job

8. Signed agreements received later than 15 days prior to the Event Date will be assessed a "Rush Fee" of up to \$2500 to cover last minute shipping expenses, additional instructor travel fees, and instructor overtime, and additional expenses incurred because of last minute arrangements.

Cancellation of Agreement

9. This Agreement can be cancelled by Customer by providing written notice to Consultant at least 14 days before Services are scheduled to be completed with no penalty except for normal fees incurred by Consultant including, but not limited to, non-refundable deposits and travel expenses. This Agreement cannot be cancelled within 14 days before Services are

scheduled to be completed, however, the Services can be rescheduled for a future date for a rescheduling fee of \$500 plus any non-refundable deposits, shipping, and travel fees.

Return of Property

10. Upon the expiry or termination of this Agreement, the Consultant will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

Assignment

11. The Consultant will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Capacity/Independent Contractor

12. It is expressly agreed that the Consultant is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Consultant and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Modification of Agreement

13. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Notice

14. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:

***Laguna Beach Unified School District
Victoria Webber
550 Blumont Street Laguna Beach, CA 92651
PH: 949-497-7700***

Email: vwebber@lbusd.org

and

Chris McNeany
4217 Ethel Ave. #4 Studio City, CA 91604
Fax Number: 888-411-2635
Email: Chris@leadersinstitute.com

or to such other address as to which any Party may from time to time notify the other.

Costs and Legal Expenses

15. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Time of the Essence

16. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

17. It is agreed that there is no representation, warranty, collateral Agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Limitation of Liability

18. It is understood and agreed that the Consultant will have no liability to the Customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

Indemnification

19. The Consultant will indemnify and hold the Customer harmless from any claims against the Customer by any other party, arising directly or indirectly out of the provision of the Services by the Consultant.

Enurement

20. This Agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

Currency

21. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars.

Titles/Headings

22. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

Gender

23. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Dispute Resolution

24. In the event a dispute arises out of or in connection with this Agreement the parties will attempt to resolve the dispute through friendly consultation.

25. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with state laws.

Severability

26. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

27. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

WITNESS WHEREOF the parties have duly executed this Service Agreement on, **6/13/17**.

SIGNED, SEALED AND DELIVERED

Per:



_____, 6/13/17

Chris McNeany

Per: _____

SIGNEEE, COMPANY NAME

Laguna Beach Unified School District

14. ACTION

June 25, 2019

Approval: Local Control and Accountability Plan (LCAP) and Annual Update

Proposal

Staff proposes the Board of Education approve the 2017-2020 Local Control Accountability Plan and Annual Update.

Background

A public hearing was held on June 11, 2019, to gather input from parents, staff, and community members. On or before July 1 of each year, school districts are required school districts to adopt a Local Control and Accountability Plan (LCAP) using a template adopted by the State Board of Education (SBE). The LCAP describes the goals, actions, services, and expenditures to support outcomes and overall performance that address state and local priorities pursuant to Education code sections 56060, 52066, 47605.5, for all students and each student group identified in Education Code section 52052. The LCAP is also one of three requirements (LCAP, LCAP Federal Addendum, and Consolidated Application) for the Federal LEA Plan, which is necessary to receive federal funds. The plan is effective for 3 years, with an update prepared before July 1 of each year. Laguna Beach Unified School District (LBUSD) is in the third year of the three year LCAP Plan.

In order to meet the 8 state priorities as outlined in the Local Control Funding Formula legislation, LBUSD collaboratively analyzed and updated the following five goals that include actions, services, expenditures, and outcomes.

1. Increase student academic achievement and social and emotional strength through collaboration, critical thinking, creativity, and communication.
2. All students will gain the knowledge and skills to be college and career ready through a wide variety of academic and enrichment opportunities.
3. Professional development focused on 21st Century teaching and learning.
4. Safe, attractive, clean, well-equipped learning environments for all students that promote critical thinking, collaboration, creativity, and communication.
5. All stakeholders will be engaged in the learning process by promoting a variety of opportunities for parents, students, staff and the community that strengthen communication and meaningful participation.

The collaborative development process included data analysis with many stakeholder groups through surveys and meetings, including Parent Teacher Association, Board of

Education, LCAP Advisory, Leadership, School Site Council, and District English Learner Advisory Committee. Furthermore, from this data analysis and input, the School Site Councils developed and updated goals, actions, and services within each school plan to meet the needs of all students at each site. This information is also compiled into the actions and services for the district's LCAP.

A draft of the plan was brought to the Board of Education for a public hearing on June 11, 2019. At the public hearing, there was an opportunity to respond to questions and comments about the plan. Revisions may then be made as a result of the public hearing feedback. LBUSD did not receive recommendations or comments from the public regarding the specific actions and expenditures in the LCAP at the public hearing.

Budget Impact

As stated in the proposed budget.

Recommended Action

Staff recommends the Board of Education approve the revised 2017-2020 Local Control Accountability Plan and Annual Review.

Laguna Beach Unified School District

15. ACTION

June 25, 2019

Approval: Final 2019 - 2020 All Funds Budget

Proposal

Staff proposes the Board of Education approves the final 2019-20 All Funds Budget.

Background

The annual budget is a significant part of the overall planning process for the District. The District budget is more than an accounting tool; it is the educational program of the District expressed in dollars. The District's budget is a year-long plan that is monitored and updated for the Board of Education as conditions change.

The budget is created using a variety of sources to determine best estimates of annual income and expenditures and developed using the prior year's allocations and currently known legally required or contractually required expenditures.

The District budget is submitted for Board of Education approval after the public hearings of the Local Control Accountability Plan (LCAP) and Budget, which were conducted on June 11, 2019. The LCAP approval must precede the Budget approval.

Budget Impact

Approval by the Board of Education establishes the expenditure limits within budgeted categories for the 2019-20 All Funds Budget.

Recommended Action

Staff recommends the Board of Education approve the 2019-2020 All Funds Budget as presented.

Laguna Beach Unified School District

16. ACTION

June 25, 2019

Approval: Resolution #19-03: Resolution of the Board of Education Acting as the Legislative Body of Community Facilities District No. 98-1 of the Laguna Beach Unified School District Authorizing the Levy of Special Taxes Within Community Facilities District No. 98-1 for Fiscal Year 2019-2020

Proposal

Staff proposes the Board of Education to approve Resolution #19-03: Resolution of the board of Education Acting as the Legislative Body of Community Facilities District No. 98-1 of the Laguna Beach Unified School District Authorizing the Levy of Special Taxes Within Community Facilities District No. 98-1 for Fiscal Year 2019-2020.

Background

The adoption of the authority to levy special taxes is an annual requirement.

Budget Impact

Any cost associated with the Community Facilities District is funded through the tax levy.

Recommended Action

Staff recommends the Board of Education to approve Resolution #19-03: Resolution of the Board of Education Acting as the Legislative Body of Community Facilities District No. 98-1 of the Laguna Beach Unified School District Authorizing the Levy of Special Taxes Within Community Facilities District No. 98-1 for Fiscal Year 2019-2020.

**RESOLUTION OF THE BOARD OF EDUCATION ACTING AS THE LEGISLATIVE
BODY OF COMMUNITY FACILITIES DISTRICT NO. 98-1 OF THE LAGUNA BEACH
UNIFIED SCHOOL DISTRICT AUTHORIZING THE LEVY OF SPECIAL TAXES
WITHIN COMMUNITY FACILITIES DISTRICT NO. 98-1 FOR FISCAL YEAR
2019-2020.**

**Resolution #19-03
June 25, 2019**

WHEREAS, the Laguna Beach Unified School District (the “District”) previously established Community Facilities District No. 98-1 of the Laguna Beach Unified School District (“CFD No. 98-1”) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”); and,

WHEREAS, the Board of Education of the District acting as the legislative body of CFD No. 98-1 (the “Board of Education”) is authorized pursuant to Resolution No. 99-43 (the “Resolution of Formation”) to levy a special tax sufficient to pay principal, interest, other periodic costs and administrative expenses with respect to bonds of CFD No. 98-1 issued to finance certain public improvements and to pay all expenses incidental thereto; and,

WHEREAS, in accordance with the Act, adopted Ordinance No. 01-1 on April 24, 2001 (the “Ordinance”), levying the special tax within CFD No. 98-1; and,

WHEREAS, CFD No. 98-1 issued its special tax notes, Series 1999, Series A and Series B in the amounts of \$3,828,000 and \$3,830,626.93 respectively pursuant to Resolution No. 99-43, adopted by the Board of Education; and,

WHEREAS, CFD No. 98-1 issued its special tax bonds, Series 2004 in the amount of \$9,970,000 pursuant to Resolution No. 04-10, adopted by the Board of Education; and,

WHEREAS, CFD No. 98-1 issued 2012 special tax refunding bonds in the amount of \$9,330,000 pursuant to Resolution No. 12-18, adopted by the Board of Education; and,

WHEREAS, it is now necessary and appropriate that this Board of Education levy and collect the special taxes for Fiscal Year 2019-2020 for the purpose specified in the Ordinance, by the adoption of a resolution as specified by the Act and that Ordinance; and,

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance;

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE LAGUNA BEACH UNIFIED SCHOOL DISTRICT, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 98-1, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The special tax ("Special Tax") is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance the special taxes for Fiscal Year 2019-2020 at the tax rates set forth in the report prepared by David Taussig and Associates for CFD No. 98-1 entitled "Annual Levy of Special Tax For Fiscal Year 2019-2020" (the "Report") submitted herewith, which rates do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Assistant Superintendent of Business Services of the District, or his designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing of categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Orange County Auditor.

Section 4. All of the collections of the special tax shall be used only as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in the Resolution of Formation.

Section 5. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

ADOPTED, SIGNED AND APPROVED this 25th day of June, 2019.

BOARD OF EDUCATION OF THE LAGUNA BEACH
UNIFIED SCHOOL DISTRICT ACTING AS THE
LEGISLATIVE BODY OF COMMUNITY FACILITIES
DISTRICT NO. 98-1 OF THE LAGUNA BEACH UNIFIED
SCHOOL DISTRICT

By: _____

Jan Vickers
President of the Board of Education
LagunaBeach Unified School District

STATE OF CALIFORNIA

COUNTY OF ORANGE

I, Carol Normandin, Clerk of the Board of Education of the Laguna Beach Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Education of the Laguna Beach Unified School District at a regular meeting of said Board held on the 25th day of June 2019.

Carol Normandin
Clerk of the Board of Education

Laguna Beach Unified School District

17. ACTION

June 25, 2019

Approval: Ratification of Collective Bargaining Agreement in Accordance with AB 1200 (Chapter 1213/1991), Government Code 3547.5 and CCR, Title V, Section 15449; and 2019-2020 Negotiated Agreement with the California School Employees Association (CSEA) and its Laguna Beach Chapter #131

Proposal

Staff proposes the Board of Education ratify the 2019-2020 revisions to the 2018-2021 Collective Bargaining Agreement negotiated by the designated representatives of the California School Employees Association (CSEA) and its Laguna Beach Chapter #131 and the Laguna Beach Unified School District.

Background

The Association and the District reached Tentative Agreement for the 2019-2020 revisions to the 2018-2021 agreement. The District and Association utilized Interest-Based Bargaining (IBB) as the process.

The Tentative Agreement attached includes changes in total compensation. The agreement includes a 4% salary increase and an increase to the District's contribution to employee health and welfare premiums.

Budget Impact

Public Disclosure of Collective Bargaining Agreements in Accordance with AB 1200 (Chapter 1213/1991), Government Code 3547.5 and CCR, Title V, Section 15449 require that the costs associated with the agreement be publicly disclosed and approved by the Board of Education.

The revised cost for 2019-20 is \$440,228.

Recommended Action

Staff recommends the Board of Education ratify the 2019-2020 revisions to the 2018-2021 Collective Bargaining Agreement negotiated by the designated representatives of the California School Employees Association (CSEA) and its Laguna Beach Chapter #131 and the Laguna Beach Unified School District and its impact on the budget as presented.

Laguna Beach Unified School District

18. ACTION

June 25, 2019

Approval: Ratification of Collective Bargaining Agreement in Accordance with AB 1200 (Chapter 1213/1991), Government Code 3547.5 and CCR, Title V, Section 15449; and 2019-2020 Negotiated Agreement with Laguna Beach Unified Faculty Association (LaBUFA)

Proposal

Staff proposes the Board of Education ratify the 2019-2020 revisions to the 2017-2020 Collective Bargaining Agreement negotiated by the designated representatives of the Laguna Beach Unified Faculty Association (LaBUFA) and the Laguna Beach Unified School District.

Background

The Association and the District reached Tentative Agreement for the 2019-2020 revisions to the 2017-2020 agreement. The District and Association utilized Interest-Based Bargaining (IBB) as the process.

The Tentative Agreement attached includes changes in total compensation. The agreement includes a 4% salary increase and an increase to the District's contribution to employee health and welfare premiums.

Budget Impact

Public Disclosure of Collective Bargaining Agreements in Accordance with AB 1200 (Chapter 1213/1991), Government Code 3547.5 and CCR, Title V, Section 15449 require that the costs associated with the agreement be publicly disclosed and approved by the Board of Education.

The revised cost for 2019-20 is \$1,052,445.

Recommended Action

Staff proposes the Board of Education ratify the 2019-2020 revisions to the 2017-2020 Collective Bargaining Agreement negotiated by the designated representatives of the Laguna Beach Unified Faculty Association (LaBUFA) and the Laguna Beach Unified School District.

Laguna Beach Unified School District

19. ACTION

June 25, 2019

Approval: Ratification of Proposal in Accordance with AB 1200 (Chapter 1213/1991), Government Code 3547.5 and CCR, Title V, Section 15449; and 2019-20 Proposal with Non-Represented Classified and Certificated Employees

Proposal

Staff proposes the Board of Education approve the 2019-2020 agreements with non-represented classified and certificated employees.

Background

The twenty-seven (27) employees represented in this group are classified management, certificated administrators, school psychologists, and confidential employees. These employees are not members of either LaBUFA or CSEA. The following proposal is recommended for approval by the Board of Education at a cost of \$269,537:

The Tentative Agreement attached includes changes in total compensation. The agreement includes a 4% salary increase and an increase to the District's contribution to employee health and welfare premiums.

Budget Impact

Public Disclosure of Collective Bargaining Agreements in Accordance with AB 1200 (Chapter 1213/1991), Government Code 3547.5 and CCR, Title V, Section 15449 require that the costs associated with the agreement be publicly disclosed and approved by the Board of Education.

The revised cost for 2019-20 is \$269,537.

Recommended Action

Staff recommends the Board of Education approve the 2019-2020 agreements with non-represented classified and certificated employees.

Laguna Beach Unified School District

20. ACTION

June 25, 2019

Approval: Agreement with Harbottle Law Group for Legal Counsel for 2019-2020 with a Not-to-Exceed Amount of \$100,000

Proposal

Staff proposes the Board of Education approve the agreement with Harbottle Law Group for general education and special education legal counsel for the 2019-20 school year with a not-to-exceed amount of \$100,000.

Background

The Harbottle Law Group will provide general and special education legal services to Laguna Beach Unified School District, including but not limited to matters involving Section 504, student services, special education and such other and further matters as agreed upon between Harbottle Law Group and Laguna Beach Unified School District. The Harbottle Law Group's standard hourly rate for general legal counsel is not-to-exceed \$220 per hour for senior counsel and \$210 per hour for all other Harbottle Law Group attorneys. The rate for paralegal and legal support staff is not-to-exceed \$110 per hour.

The budget allocation is as follows:

- Special Education - \$80,000
- Section 504 - \$10,000
- Student Services - \$10,000

Budget Impact

The projected cost for this service is not-to-exceed \$100,000.

Recommended Action

Staff recommends the Board of Education approve the agreement with Harbottle Law Group for general and special education legal counsel for the 2019-20 school year with a not-to-exceed amount of \$100,000.

RETAINER AGREEMENT BETWEEN HARBOTTLE LAW GROUP AND

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Effective July 1, 2019 through June 30, 2020

This attorney retainer agreement is entered into by and between Harbottle Law Group ("HLG") on one hand, and Laguna Beach Unified School District ("Client") on the other, effective July 1, 2019 through June 30, 2020.

1. Scope of Work and Duties. Client hires HLG to advise Client and perform legal services for Client, for matters involving, Special Education, Student Services and Section 504, and such other and further matters as Client and HLG from time to time agree upon. HLG will perform these services, will keep Client informed of progress, and will respond to Client's inquiries.

2. Client's Duties. Client agrees to provide HLG such information, assistance and cooperation as is necessary for HLG to effectively perform its services under this Agreement. Client shall timely pay HLG's bills for fees and costs.

Client shall keep HLG advised of Client's address, telephone numbers, and other pertinent contact information during the pendency of this Agreement.

3. Legal Fees, Billing Practices and Personnel.

HLG's fees will be charged on an hourly basis for all time actually expended and are generally billed monthly. The payment of such bills will be due within 30 days from the date of the invoice. It is presently anticipated that attorney Jennifer Fant will be principally involved in performing the legal services under this Agreement, however, HLG will utilize those attorneys and staff it determines to be best suited to the task, consistent with the competent and efficient rendering of legal services.

The term of this Agreement shall be until termination as set forth herein, and will commence on the date of execution of this Agreement. The services to be performed by HLG hereunder shall not exceed One-Hundred Thousand Dollars (\$100,000.00), unless the Parties agree otherwise in writing, and shall be provided at a rate not to exceed Two-Hundred Fifteen Dollars (\$220.00) per hour for Senior Counsel, and Two-Hundred Five Dollars (\$210.00) per hour for all other HLG attorneys. HLG also utilizes the services of paralegals and other legal support staff whose rates shall not exceed One Hundred-Five Dollars (\$110.00) per hour.

4. Costs and Other Charges. HLG will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for those costs and expenses in addition to the hourly fees. Costs and expenses commonly include fees fixed by law or assessed by public agencies, expert witness fees and expenses, deposition transcripts, long distance telephone calls, messenger and other delivery fees, postage, parking and other local travel expenses, photocopying and other reproduction costs, clerical staff overtime, and computer assisted research fees.

5. Statements. HLG shall send Client one or more statements for fees and costs incurred on a periodic basis, generally monthly. These statements shall indicate the basis of the fees, including the amount of time spent and a description of the work performed. Payment of the statements is due thirty days after the statements are rendered.

6. Concurrent Representation of Other Entities and Individuals. HLG is currently acting as legal counsel to a number of school districts, other public agencies in several counties, as well as private clients. HLG's representation of such public and private entities in such other matters is unrelated to its representation of Client. HLG therefore reserves the right to continue to represent such parties in these unrelated matters, and any other parties in the future which may be adverse to Client, but which are unrelated to our representation of Client. Your signature below will confirm this understanding and your waiver on behalf of Client of any such potential conflicts. If, in the future, Client wishes to retain HLG to represent its interests in matters that may relate to a matter or matters in which HLG is also representing other parties, HLG will present Client with a separate document for its consideration, and possible informed written consent, to such concurrent representation.

7. Disclaimer of Guarantee. HLG has made no representations, promises or guarantees to Client regarding the outcome of Client's matter(s). Furthermore HLG cannot make any guarantee as to the amount which Client will incur for attorneys' fees and costs in this matter, as those figures will wholly depend on the time and effort required to be devoted to the matter.

8. Discharge and Withdrawal. Client may discharge HLG at any time. HLG may withdraw from Client's representation at any time to the extent permitted by law and the Rules of Professional Conduct, upon reasonable notice to the Client. In the event of such discharge or withdrawal, Client shall pay HLG's fees and costs legally owed in accordance with this Agreement for all work done (and costs incurred) through the termination of HLG's representation of Client.

9. No Waivers. A waiver by either party of a breach of any of the conditions, terms, or time requirements under this Agreement shall not be construed as a waiver of any succeeding breach of the same or other conditions, terms or time requirements.

10. Errors and Omissions Insurance. HLG maintains errors and omissions insurance coverage applicable to the services mentioned in this Agreement.

11. Integration. This Agreement constitutes the entire Agreement between HLG and Client with respect to this matter.

12. Arbitration of Disputes. If any dispute arises between Client and HLG regarding services or billings or any other matter relating to the provisions or duties under this Agreement, such dispute shall be submitted to binding arbitration. Fee disputes shall be arbitrated according to the guidelines and standards adopted by the State Bar of California, if any, then in effect. Any other dispute shall be arbitrated according to the arbitration rules of the Orange County Bar Association, if any, then in effect; and if there are no such rules in effect then in accordance with the rules of the American Arbitration Association.

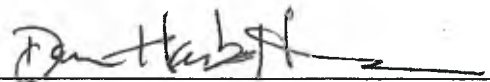
The decision of the arbitrator(s) shall be final and binding. The arbitrator(s) shall have the discretion to order the losing party to reimburse the prevailing party for all costs and fees incurred in connection with the arbitration, including attorneys' fees and the arbitrators' fees.

13. Fees and Costs to Enforce Agreement. In the event attorneys' fees and related costs are incurred to enforce this agreement or to resolve a dispute under this agreement, the prevailing party shall be entitled to recover, in addition to damages allowed by law, reasonable attorneys' fees and costs.

14. Right to Consult Independent Counsel. HLG advises that Client has the right to consult independent counsel in connection with its decision to enter into this Agreement and recommends that it do so.

Dated: June 20, 2019

Harbottle Law Group

By: 
S. Daniel Harbottle, Director HLG

I have read and understood the foregoing terms and agree to them.

Dated: _____, 2019

By: _____
Jason Vioria
Laguna Beach Unified School District

Laguna Beach Unified School District

21. ACTION

June 25, 2019

Approval: Agreement with the Law Firm of Fagen Friedman & Fulfroost for General Legal Services to the Laguna Beach Unified School District's Instructional Services Office with a Not-to-Exceed Amount of \$30,000

Proposal

Staff proposes the Board of Education approve the agreement with the Law Firm of Fagen Friedman & Fulfroost for general legal services to the Instructional Services Office for the 2019-20 school year with a not-to-exceed amount of \$30,000.

Background

The Law Firm of Fagen Friedman & Fulfroost will provide general and special education legal services to Laguna Beach Unified School District, including but not limited to matters involving Section 504 as well as special education matters, student matters, and such other and further matters as agreed upon between the Law Firm of Fagen Friedman & Fulfroost and Laguna Beach Unified School District. The Law Group's standard hourly rate for general legal counsel ranges from \$220 to \$300 per hour.

Budget Impact

The projected cost for this service is not-to-exceed \$30,000.

Recommended Action

Staff recommends the Board of Education approve the agreement with the Law Firm of Fagen Friedman & Fulfroost for general legal counsel for the 2019-20 school year.



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Laguna Beach Unified School District ("Client") and the law firm of Fagen Friedman & Fulfroft LLP ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to the *Department of Instructional Services* on the terms set forth below effective July 1, 2019 through June 30, 2020:

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. **SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

3. **CLIENT'S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. **CONSULTANT SERVICES.** Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

5. **EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING.** In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents, as well as to having communications, documents and electronic data pertinent to Client's matter(s) stored through a cloud-based service.

6. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney's number of years of experience.

The rates on this schedule are subject to change on 30 days' written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

7. COSTS AND OTHER CHARGES. (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

8. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

15. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Laguna Beach Unified School District

Fagen Friedman & Fulfroost LLP

Type or Print Name

Chris Keeler

Name

Type or Print Title

Managing Partner

Title

District Authorized Signature



Signature

DATE: _____

DATE: May 19, 2019



Fagen Friedman & Fulfroft LLP

PROFESSIONAL RATE SCHEDULE

**Laguna Beach Unified School District
Department of Instructional Services
July 1, 2019 through June 30, 2020**

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$220 - \$250 per hour
Partner	\$265 - \$300 per hour
Of-Counsel	\$300 per hour
Paralegal/Law Clerk	\$140 - \$200 per hour
Paralegal/Law Clerk <i>(Bar Admitted Outside CA)</i>	\$220 per hour
Education Consultant	\$230 per hour
Communication Services Consultant	\$250 per hour

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

2. ON-SITE LEGAL SERVICES

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

3. COSTS AND EXPENSES

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

Laguna Beach Unified School District

22. ACTION

June 25, 2019

Approval: Amended Employment Contracts for the Assistant Superintendent, Business Services and Assistant Superintendent, Human Resources and Public Communications

Proposal

The amended employment contracts for LBUSD Assistant Superintendent, Business Services and Assistant Superintendent, Human Resources and Public Communications are presented to the Board of Education for review and approval. The term of the contracts extends through June 30, 2022.

Background

On June 25, 2019, the Board will be presented with negotiated agreements with the Laguna Beach Unified Faculty Association and Classified School Employees Association. The agreements included a four-percent salary increase. The same salary proposal for the unrepresented and management group is also presented to the Board at this meeting.

In accordance with the current employment agreements for the Superintendent and Assistant Superintendents, Superintendent and Assistant Superintendents shall also receive any increases given to the administrative unit based on the results of negotiations. Any such upward adjustment shall be in the form of a mutually agreed upon written amendment and shall become a part of the employment agreement.

Budget Impact

The cost of the increase is included in the AB 1200 report and approval of proposal for the management and unrepresented groups. There are no other financial impacts as a result of these contract amendments.

Recommended Action

Staff recommends the Board of Education approve the amended employment contracts for the Assistant Superintendent, Business Services and Assistant Superintendent, Human Resources and Public Communications through June 30, 2022.

AMENDMENT #2 TO THE EMPLOYMENT AGREEMENT

Between

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

and

JEFFREY DIXON

This Amendment #2 to the Employment Agreement ("Amendment") is made and entered into this 25th day of June, 2019, by and between the Governing Board ("Board") of the LAGUNA BEACH UNIFIED SCHOOL DISTRICT ("District") and JEFFREY DIXON ("Assistant Superintendent").

RECITALS

A. The Assistant Superintendent and Board entered into an Employment Agreement ("Agreement") in January, 2018.

B. The Board has determined that additional amendments to the Agreement are warranted.

NOW, THEREFORE, it is hereby agreed as follows:

1. Section 1, Term: The provisions of Section 1 of the Agreement are deleted, and are replaced with the following:

The Board hereby employs the Assistant Superintendent as Assistant Superintendent, Business Services for a period of three (3) years beginning July 1, 2019, and terminating on June 30, 2022. Should the Assistant Superintendent receive a satisfactory evaluation pursuant to this Agreement, this Agreement will be extended for an additional year, so long as the term of the Agreement does not at any time exceed 3 years. An amendment for the extension of the term of this agreement shall be approved at a regularly scheduled Board Meeting.

The District shall provide the Assistant Superintendent with at least 120 days written notice prior to the expiration of this Agreement of the intention of the District not to renew the Agreement. Failure to give such notification shall result in the renewal of this Agreement as if notice had not been provided under Education Code 35031.

2. Section 3.1, Salary: The provisions of Section 3.1 of the Agreement are deleted, and are replaced with the following:

The Assistant Superintendent shall be placed on step 4 of the Assistant Superintendent certificated Management salary schedule:

Step 4 (2019-20)	\$199,739
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Step 5 (2020-21)	\$204,484
Step 6 (2021-22)	\$211,171

In addition to the base salary, the Assistant Superintendent shall receive, on an annual basis, a master's degree increment of \$3,050, and a doctoral increment of \$2,500 consistent with other certificated management employees should the Assistant Superintendent have earned such degrees. It is the Board's goal to provide stability and continuity in the operational and instructional programs of the District, and, consistent with such goal, the Board agrees that the Assistant Superintendent shall be compensated for her longevity with the District, consistent with the longevity payments provided to other certificated management employees. A longevity increment of 4% of base salary shall be added to the Assistant Superintendent's salary beginning with the sixth year of service. The increments outlined in this section shall be considered salary for tax purposes and be treated as creditable compensation under the CalSTRS guidelines.

The Assistant Superintendent shall also receive any increases given to the administrative unit based on the results of negotiations. Any such upward adjustment shall be in the form of a mutually agreed upon written amendment and shall become a part of this Agreement. The Board reserves the right to increase the salary of the Assistant Superintendent at any time.

3. Section 3.7, Work Days: The provisions of Section 3.7 of the Agreement are deleted, and are replaced with the following:

The Assistant Superintendent's work year shall be 245 days. The Assistant Superintendent shall be entitled to 25 days of vacation, non-work time, each year without loss of compensation. The Assistant Superintendent shall accrue or accumulate up to, but no more than, fifty (50) vacation days at which point vacation will cease to accrue. The Assistant Superintendent is expected to use vacation days every year.

Upon termination or expiration of the Agreement, the Assistant Superintendent shall be entitled to compensation for all unused and accrued vacation days up to the limit of fifty (50) days at the then current annual salary rate. The Assistant Superintendent shall also receive twelve (12) days paid sick leave per school year.

4. Except as modified herein, all remaining terms and conditions of the Employment Agreement shall remain in full force and effect.

BOARD OF EDUCATION OF THE
LAGUNA BEACH UNIFIED
SCHOOL DISTRICT

By: _____ Date

Jan Vickers, Board President

JEFFREY DIXON

Jeffrey Dixon Date

AMENDMENT #2 TO THE EMPLOYMENT AGREEMENT
Between
LAGUNA BEACH UNIFIED SCHOOL DISTRICT
and
LEISA WINSTON

This Amendment #2 to the Employment Agreement ("Amendment") is made and entered into this 25th day of June, 2019, by and between the Governing Board ("Board") of the LAGUNA BEACH UNIFIED SCHOOL DISTRICT ("District") and LEISA WINSTON ("Assistant Superintendent").

RECITALS

A. The Assistant Superintendent and Board entered into an Employment Agreement ("Agreement") in January, 2018.

B. The Board has determined that additional amendments to the Agreement are warranted.

NOW, THEREFORE, it is hereby agreed as follows:

1. Section 1, Term: The provisions of Section 1 of the Agreement are deleted, and are replaced with the following:

The Board hereby employs the Assistant Superintendent as Assistant Superintendent, Human Resources and Public Communications for a period of three (3) years beginning July 1, 2019, and terminating on June 30, 2022. Should the Assistant Superintendent receive a satisfactory evaluation pursuant to this Agreement, this Agreement will be extended for an additional year, so long as the term of the Agreement does not at any time exceed 3 years. An amendment for the extension of the term of this agreement shall be approved at a regularly scheduled Board Meeting.

The District shall provide the Assistant Superintendent with at least 120 days written notice prior to the expiration of this Agreement of the intention of the District not to renew the Agreement. Failure to give such notification shall result in the renewal of this Agreement as if notice had not been provided under Education Code 35031.

2. Section 3.1, Salary: The provisions of Section 3.1 of the Agreement are deleted, and are replaced with the following:

The Assistant Superintendent shall be placed on step 7 of the Assistant Superintendent certificated Management salary schedule:

Step 7 (2019-20)	\$230,178
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Step 7 (2020-21)	\$230,178
Step 7 (2021-22)	\$230,178

In addition to the base salary, the Assistant Superintendent shall receive, on an annual basis, a master's degree increment of \$3,050, and a doctoral increment of \$2,500 consistent with other certificated management employees should the Assistant Superintendent have earned such degrees. It is the Board's goal to provide stability and continuity in the operational and instructional programs of the District, and, consistent with such goal, the Board agrees that the Assistant Superintendent shall be compensated for her longevity with the District, consistent with the longevity payments provided to other certificated management employees. A longevity increment of 4% of base salary shall be added to the Assistant Superintendent's salary beginning with the sixth year of service. The increments outlined in this section shall be considered salary for tax purposes and be treated as creditable compensation under the CalSTRS guidelines.

The Assistant Superintendent shall also receive any increases given to the administrative unit based on the results of negotiations. Any such upward adjustment shall be in the form of a mutually agreed upon written amendment and shall become a part of this Agreement. The Board reserves the right to increase the salary of the Assistant Superintendent at any time.

3. Section 3.7, Work Days: The provisions of Section 3.7 of the Agreement are deleted, and are replaced with the following:

The Assistant Superintendent's work year shall be 245 days. The Assistant Superintendent shall be entitled to 25 days of vacation, non-work time, each year without loss of compensation. The Assistant Superintendent shall accrue or accumulate up to, but no more than, fifty (50) vacation days at which point vacation will cease to accrue. The Assistant Superintendent is expected to use vacation days every year.

Upon termination or expiration of the Agreement, the Assistant Superintendent shall be entitled to compensation for all unused and accrued vacation days up to the limit of fifty (50) days at the then current annual salary rate. The Assistant Superintendent shall also receive twelve (12) days paid sick leave per school year.

4. Except as modified herein, all remaining terms and conditions of the Employment Agreement shall remain in full force and effect.
- 5.

BOARD OF EDUCATION OF THE
LAGUNA BEACH UNIFIED
SCHOOL DISTRICT

By: _____ Date

Jan Vickers, Board President

LEISA WINSTON

Leisa Winston Date

Laguna Beach Unified School District

23. ACTION

June 25, 2019

Approval: Employment Contract Amendment for the Superintendent

Proposal

The amended employment contract for LBUSD Superintendent is presented to the Board of Education for review and approval. The term of the contract is to be through June 30, 2022.

Background

In accordance with the current employment agreements for the Superintendent and Assistant Superintendents, Superintendent and Assistant Superintendents shall also receive any increases given to the administrative unit based on the results of negotiations. The CSEA and LaBUFA agreements include a four-percent salary increase. The same salary proposal for the unrepresented and management group is also presented to the Board at this meeting. Any such upward adjustment shall be in the form of a mutually agreed upon written amendment and shall become a part of the employment agreement.

Budget Impact

The cost of the increase is included in the AB 1200 report and approval of proposal for the management and unrepresented groups. There are no other financial impacts as a result of these contract amendments.

Recommended Action

Approve the amended employment contract for the Superintendent through June 30, 2022.

AMENDMENT #3 TO THE EMPLOYMENT AGREEMENT
Between
LAGUNA BEACH UNIFIED SCHOOL DISTRICT
and
JASON VILORIA, ED.D

This Amendment #3 to the Employment Agreement ("Amendment") is made and entered into this 25th day of June, 2019, by and between the Governing Board ("Board") of the LAGUNA BEACH UNIFIED SCHOOL DISTRICT ("District") and DR. JASON VILORIA ("Superintendent").

RECITALS

- A. The Superintendent and Board entered into an Employment Agreement ("Agreement") in March, 2016.
- B. The Agreement was amended on September 12, 2017 ("Amendment No.1").
- C. The Agreement was amended on June 26, 2018 ("Amendment No.2").
- D. Collectively the original Agreement, Amendment No. 1, and Amendment No. 2 have resulted in extensions of the term of the original Agreement from an initial expiration of June 30, 2019 to a current expiration on June 30, 2021.
- E. Amendment No. 1 and Amendment No. 2 also amended other terms of the Agreement between Board and Superintendent.
- F. The Board has determined that additional amendments to the Agreement are warranted.

NOW, THEREFORE, it is hereby agreed as follows:

1. Section I, Term: The provisions of Section I of the Agreement, as modified by Amendment No. 1 and Amendment No. 2, are deleted and are replaced with the following:

The Board hereby employs the Superintendent for a period of three (3) years beginning July 1, 2019, and terminating on June 30, 2022. Should the Superintendent receive a satisfactory evaluation pursuant to this Agreement, this Agreement will be extended for an additional year, so long as the term of the Agreement does not at any time exceed 3 years. An amendment for the extension of the term of this agreement shall be approved at a regularly scheduled Board Meeting.

2. Section II, Compensation and Expense Allowances: The provisions of Section II of the Agreement, as modified by Amendment No. 1 and Amendment No. 2, are deleted and are replaced with the following:

The Superintendent's minimum annual salary shall be two hundred eighty-one thousand four hundred sixty four dollars (\$281,464) for twelve (12) months (245 days) of full-time employment, under this Agreement (July 1, 2019 through June

30, 2022), payable in twelve (12) equal installments on the last day of each calendar month. In an effort to maintain equity with other certificated and administrative personnel, the Superintendent shall receive a salary increase each year of this agreement based as follows:

Step 4 (2019-20)	\$281,464
Step 4 (2020-21)	\$292,722
Step 5 (2021-22)	\$304,431

The Superintendent shall also receive any increases given to the administrative unit based on the results of negotiations. Any such upward adjustment shall be in the form of a mutually agreed upon written amendment and shall become a part of this Agreement. The Board reserves the right to increase the salary of the Superintendent at any time.

It is the Board's goal to provide stability and continuity in the operational and instructional programs of the District, and, consistent with such goal, the Board agrees that the Superintendent shall be compensated for his longevity with the District, consistent with the longevity payments provided to other certificated management employees. A longevity increment of 4% of base salary shall be added to the Superintendent's salary beginning with the fourth year of service. The increments outlined in this section shall be considered salary for tax purposes and be treated as creditable compensation under the CalSTRS guidelines.

The Superintendent shall receive a monthly expense allowance of \$250 to assist the Superintendent for such expenses as a cell phone, internet, and other expenses that naturally are incurred as the Superintendent conducts the District's business. The Superintendent shall not be required to provide documentation for this allowance. The Superintendent shall receive health and welfare benefits and such other fringe benefits as are provided by the District to all other certificated management employees.

The Superintendent shall be required to render twelve months of full and regular service to the District during each annual period covered by this Agreement. The Superintendent shall be entitled to twenty-five (25) days of annual vacation with pay, exclusive of holidays defined in Section 37220 of the California Education Code, and any additional local holidays granted by the Board to twelve-month certificated management employees of the District.

The Superintendent is expected to use vacation days every year. The Superintendent shall accrue or accumulate up to, but no more than, fifty (50) vacation days at which point vacation will cease to accrue. Upon termination or expiration of the Agreement, the Superintendent shall be entitled to compensation

for all unused and accrued vacation days up to the limit of fifty (50) days at the then current annual salary rate. The Superintendent shall also receive twelve (12) days paid sick leave per school year.

3. Except as modified herein, all remaining terms and conditions of the Employment Agreement, Amendment No. 1, and Amendment No. 2 shall remain in full force and effect.

BOARD OF EDUCATION OF THE
LAGUNA BEACH UNIFIED
SCHOOL DISTRICT

By: _____ Date

_____, Board President

DR. JASON VILORIA

Dr. Jason Viloria Date