LAGUNA BEACH
UNIFIED SCHOOL DISTRICT

Regular Meeting of the Board of Education

AGENDA

June 26, 2018

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 26, 2018

5:00 p.m. Closed Session
6:00 p.m. Open Session

AGENDA

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

1. **CALL TO ORDER**

2. **ROLL CALL TO ESTABLISH QUORUM**

3. **PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS**

4. **ADJOURN TO CLOSED SESSION**

   A. **PUBLIC EMPLOYEE APPOINTMENT**
   Government Code §54957
   Title: Director, Assessment and Accountability

   B. **NEGOTIATIONS**
   Government Code §54957
   Contracts
   - Superintendent
   - Assistant Superintendent, Business Services
   - Assistant Superintendent, Human Resources/Public Communications
   - Assistant Superintendent, Instructional Services

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 Partner – Cary Redfearn, Owner/Chef, Lumberyard Restaurant – *Superintendent, Jason Viloria, Ed.D.*
   b. Festival of the Arts Foundation – Scott Moore - *Superintendent, Jason Viloria, Ed.D.*
   c. PTA Council President – Sheila Parker - *Superintendent, Jason Viloria, Ed.D.*
   d. SchoolPower Endowment President – Chris Clark - *Superintendent, Jason Viloria, Ed.D.*
   e. SchoolPower President – Kristin Winter - *Superintendent, Jason Viloria, Ed.D.*
   f. SchoolPower Executive Director– Robin Rounaghi - *Superintendent, Jason Viloria, Ed.D.*

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

- *LaBUFA Representative*
- *CSEA Representative*
- *Organizations – Boosters, PTA, SchoolPower*
- *Board Members*
- *Superintendent*
- *Cabinet Members*

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12. CONSENT CALENDAR

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

a. Approval of Minutes – June 12, 2018

b. Approval/Ratification of Personnel Report

c. Approval/Ratification of Conference/Workshop Attendance

d. Approval of Interdistrict Attendance Agreement Student(s) From Other Districts

e. Approval of Gifts – Checks Totaling $450.00

f. Approval of Agreements for Contracted Services – Special Education

g. Approval of Agreements for Contracted Services – Technology

h. Approval/Ratification of Warrants #394300 through #394299 in the amount of $415,896.01 Dates: 6/04/2018 through 6/12/2018

i. Ratification of Certificated Payroll 11A in the Amount of $2,233,490.91
Ratification of Classified Payroll 11B in the Amount of $832,870.45
Ratification of Classified Payroll 11C in the Amount of $44,901.90

j. Approval of Mandated Block Grant Funding for 2018-2019

k. Approval for Continuance of Current Meal Prices for the Nutrition Services Program for 2018-2019

l. Approval of the 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

m. Approval of Amendment #1 to the Agreement with Orange County Department of Education for the Provision of Tobacco Prevention Services, Tobacco-Use Prevention Education (TUPE)

n. Approval of Agreement for Consultant Services with Pacific Audiologics for Student Hearing and Vision Screening at Laguna Beach Schools

INFORMATION ITEMS

13. NONE

ACTION ITEMS

14. **APPROVAL OF THE LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP) AND ANNUAL UPDATE**
    – Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services
    Staff proposes the Board of Education approve the 2017-2020 Local Control Accountability Plan and Annual Update.

15. **APPROVAL OF THE FEDERAL ADDENDUM TO THE LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP)**
    – Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services
    Staff proposes that the Board of Education approve the Federal Addendum to the Local Control and Accountability Plan.

16. **APPROVAL OF 2018-2019 ALL FUNDS BUDGET**
    – Jeff Dixon, Assistant Superintendent, Business Services
    Staff proposes the Board of Education approve the final 2018-19 All Funds Budget.

17. **APPROVAL OF INSTRUCTIONAL MINUTES FOR LAGUNA BEACH UNIFIED SCHOOL DISTRICT**
    – Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services
    Staff proposes that the Board of Education approve the instructional minutes for all Laguna Beach Unified School District schools for the 2018-19 school year.

18. **APPROVAL OF 2018-2019 PROPOSAL FOR NON-REPRESENTED CLASSIFIED AND CERTIFICATED EMPLOYEES IN ACCORDANCE WITH AB 1200 (CHAPTER 1213/1991) AND CCR, TITLE V, SECTION 15449**
    – Leisa Winston, Assistant Superintendent, Human Resources/Public Communications
    Staff proposes the Board of Education approve the 2018-2019 agreements with non-represented classified and certificated employees. The twenty-eight (28) employees represented in this group are classified management, certificated administrators, school psychologists, and confidential employees.

19. **APPROVAL TO CREATE POSITION OF ATTENDANCE SPECIALIST AT LAGUNA BEACH HIGH SCHOOL FOR 5.75 HOURS PER DAY, 10.5 MONTHS PER YEAR**
    – Leisa Winston, Assistant Superintendent, Human Resources/Public Communications
    Staff recommends the creation of an Attendance Specialist position for 5.75 hours per day, 10.5 months per year.

20. **APPROVAL TO REVISE JOB DESCRIPTION FOR COMMUNICATIONS SPECIALIST AND INCREASE WORK DAY FROM SEVEN (7) HOURS PER DAY TO EIGHT (8) HOURS PER DAY**
    – Leisa Winston, Assistant Superintendent, Human Resources/Public Communications
    Staff recommends the Board of Education approve revisions to the job description of Communication Specialist, formerly Public Communication and Relations Liaison and increase the work year from seven (7) hours per day to eight (8) hours per day, 12 months per year.

21. **APPROVAL TO REVISE JOB DESCRIPTION: DATA SUPPORT SPECIALIST**
– Leisa Winston, Assistant Superintendent, Human Resources/Public Communications
Staff recommends the Board of Education approve revisions to the job description of Data Support Specialist, formerly Technology Training and Data Analyst.

22. **APPROVAL OF AGREEMENT FOR CONTRACTED SERVICES WITH WEST HEALTH ADVOCATE SOLUTIONS, INC., TO PROVIDE EMPLOYEE ONLINE WELLNESS SERVICES WITH A NOT-TO-EXCEED AMOUNT OF $23,000**
– Leisa Winston, Assistant Superintendent, Human Resources/Public Communications
Staff proposes the Board of Education approve an agreement for contracted services with West Health Advocate Solutions, Inc., to provide employee online wellness services with a not-to-exceed amount of $23,000.

23. **APPROVAL OF AGREEMENT FOR CONTRACTED SERVICES WITH NICOLE MILLER & ASSOCIATES, INC., TO CONDUCT INVESTIGATIONS INTO THE LEGAL RESIDENCY OF ENROLLED STUDENTS WITHIN THE JURISDICTION OF LAGUNA BEACH UNIFIED SCHOOL DISTRICT AS WELL AS RISK MANAGEMENT INVESTIGATIONS FOR 2018-2019 WITH A NOT-TO-EXCEED AMOUNT OF $85,000**
– Leisa Winston, Assistant Superintendent, Human Resources/Public Communications
Staff proposes the Board of Education approve an agreement for contracted services with Nicole Miller & Associates, Inc., to conduct investigations into the legal residency of enrolled students within the jurisdiction of Laguna Beach Unified School District as well as risk management investigations with a not-to-exceed amount of $85,000.

24. **APPROVAL OF AN ANNUAL CONTRACT WITH ATKINSON, ANDELSON, LOYA, RUUD & ROMO FOR LEGAL SERVICES IN AN AMOUNT NOT-TO-EXCEED $170,000.00**
– Jeff Dixon, Assistant Superintendent, Business Services
Staff proposes the Board of Education authorize an annual not-to-exceed amount of $170,000 for Atkinson, Andelson, Loya, Ruud & Romo to provide legal services for the period initially beginning on July 1, 2018 and ending June 30 each year through the end of the agreement on January 31, 2020.

25. **APPROVAL OF AGREEMENT WITH BEST BEST & KRIEGER FOR LEGAL COUNSEL RELATED TO SPECIAL EDUCATION ISSUES WITH A NOT-TO-EXCEED AMOUNT OF $30,000 FOR THE 2018-2019 SCHOOL YEAR**
– Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services
Staff proposes the Board of Education authorize the agreement with Best Best & Krieger for legal services and advice related to special education issues with a not-to-exceed amount of $30,000.

26. **APPROVAL OF AGREEMENT WITH HARBOTTLE LAW GROUP FOR GENERAL AND SPECIAL EDUCATION LEGAL COUNSEL WITH A NOTE-TO-EXCEED AMOUNT OF $50,000.00**
– Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services
Staff proposes the Board of Education approve authorize the agreement with Harbottle Law Group for general legal counsel for the 2018-19 school year with a not-to-exceed amount of $50,000.00.

27. **APPROVAL OF USE OF FACILITIES FEE SCHEDULE FOR 2018-2019 FISCAL YEAR**
– Jeff Dixon, Assistant Superintendent, Business Services
Staff proposes the Board of Education approve the proposed Use of Facilities Fee Schedule for the 2018-2019 fiscal year, July 1, 2018 through June 30, 2019.

28. **APPROVAL FOR DISPOSAL OF DISTRICT SURPLUS PROPERTY**
– Jeff Dixon, Assistant Superintendent, Business Services
Staff proposes the Board of Education authorize the Director of Facilities to coordinate and manage the disposal of surplus property by sale by means of public auction by contract with a private auction firm TLC Auctions, donation, trade, and/or disposal, as per Education Code Sections 17545 and 17546.

29. **APPROVAL OF CONTRACT WITH CHRIS MCNEANY FOR LEADERSHIP WORKSHOP AND TRAINING AUGUST 16-17, 2018 IN AN AMOUNT NOT-TO-EXCEED $5,790.00**
– Jason Viloria, Ed.D., Superintendent
Staff proposes that the Board of Education approve an independent contractor agreement with Chris McNeany for services associated with the annual leadership workshop.

30. **APPROVAL OF AGREEMENT WITH LEARNING TOGETHER STRENGTHS ACADEMY FOR A ONE DAY WORKSHOP ON AUGUST 23, 2018 IN AN AMOUNT NOT-TO-EXCEED $15,995.00**
– Jason Viloria, Ed.D., Superintendent
Staff proposes that the Board of Education approve an agreement with Learning Together Strengths Academy for facilitation of a one-day Gallup Strengths Workshop on August 23, 2018 for 25 attendees.

31. **APPROVAL OF AMENDED EMPLOYMENT CONTRACTS FOR ASSISTANT SUPERINTENDENT, BUSINESS SERVICES; ASSISTANT SUPERINTENDENT, HUMAN RESOURCES AND PUBLIC COMMUNICATIONS; AND, ASSISTANT SUPERINTENDENT, INSTRUCTIONAL SERVICES**
– Jason Viloria, Ed.D., Superintendent
Staff proposes the Board of Education approve the amended employment contracts for the LBUSD Assistant Superintendents of Business Services, Human Resources and Public Communications, and, Instructional Services. The term of the contracts is to be through June 30, 2021.

32. **APPROVAL OF AMENDED EMPLOYMENT CONTRACT FOR SUPERINTENDENT**
– Jan Vickers, President, Board of Education
Staff proposes the Board of Education approve the amended employment contract for the LBUSD Superintendent. The term of the contract is to be through June 30, 2021.

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

34. **ADJOURNMENT**
– Jan Vickers, President, Board of Education

The next Regular Meeting of the Board of Education is **Tuesday, July 17, 2018, 6:00 PM**
at the Laguna Beach Unified School District Office Board Room
550 Blumont St., Laguna Beach, California

For information regarding Laguna Beach Unified School District, please visit our website:
www.lbusd.org

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

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

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

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

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

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

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

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

REASONABLE ACCOMMODATION

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

Laguna Beach Unified School District

12.a. CONSENT/ACTION **June 26, 2018**

Approval: **Regular Meeting Minutes – June 12, 2018**

Board of Education
Minutes of Regular Meeting
June 12, 2018

Call to Order

President Vickers called the Regular Meeting of the Board of Education 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
Dee Perry
Ketta Brown
Carol Normandin
Peggy Wolff

Public Comment on Closed Session Items

There were no public comments.

Adjourn to Closed Session

Member Brown moved to adjourn to Closed Session. Member Wolff seconded. Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes to adjourn to Closed Session. The meeting adjourned to Closed Session at 5:00 p.m. to discuss the following:

A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Government Code §54957

B. NEGOTIATIONS
Government Code §54957.6

i.	Employee Organization:	LaBUFA
	District Negotiator:	Leisa Winston, Assistant Superintendent
ii.	Employee Organization:	CSEA
	District Negotiator:	Leisa Winston, Assistant Superintendent
iii.	Employee Organization:	Unrepresented Employees
	District Negotiator:	Leisa Winston, Assistant Superintendent
iv.	Employee Organization:	Superintendent
	District Negotiator:	Jan Vickers, School Board President

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

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

Board adjourned from Closed Session at 5:30 p.m.

Present at Board Meeting

Members Present:	Jan Vickers Dee Perry Ketta Brown Carol Normandin Peggy Wolff
Employee Group Representatives:	Mindy Hawkins, President, LaBUFA Margaret Warder, President, CSEA
Staff:	Leisa Winston, Assistant Superintendent, Human Resources/Public Communications Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services Jeff Dixon, Assistant Superintendent, Business Services Victoria Webber, Executive Assistant Irene White, Director, Special Education Michael Keller, Ed.D., Director, Social Emotional Support Ryan Zajda, Director, Facilities Chris Duddy, Principal, El Morro Elementary Mike Conlon, Principal, Top of the World Elementary Jenny Salberg, Principal, Thurston Middle School Jason Allemann, Ed.D., Principal, Laguna Beach High School

Pledge of Allegiance

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

Report of Closed Session Action

President Vickers reported no action was taken in Closed Session.

Adoption of Agenda

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

Staff requested item 13.c. be amended to increase the travel expenses by $400 to include airfare for Mike Morrison to attend the ISTE conference.

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

Public Comment (Non- Agenda Items)

Mr. David Flores addressed the Board in support of the proposed calendar change for the 2019-2020 school year.

Recognitions

At the June 12 School Board Meeting, the LBUSD Board of Education recognized the academic and athletic excellence of more than 80 students, which included the following:

Athletic Champions: Women's Short Board Surf Team, Scholastic Surf Series High School State Champions
Boys Tennis, CIF Champions
Elementary Spelling Bee Winner and Runner-up
Reclassified Fluent English Proficient Students
Juntos Mentors
Destination Imagination
Student Board Representatives: Chloe Bryan and Piper Warner

Reports

Student Representative – Piper Warner
Piper provided an update on the following topics:

- CAASPP and CAST testing completed
- Senior finals wrapping up
- Junior girls won the annual Powder Puff game
- Spring performance of Diary of Anne Frank was successful and impactful
- The Seussical musical also successful
- ASB "Quadchella" at high school in quad
- Candle Rose ceremony
- ACR symposium
- Mental health awareness showcase

LaBUFA Representative – Mindy Hawkins, President, LaBUFA

- Tentative Agreement ratified with 100% participation from unit members
- Utilizing IBB process in classroom with students
- Great experience participating in Rocket Ready
- Sara Hopper is the 2019-2019 LaBUFA President
- Maryann Bynum is the new vice president
- Thanked the Board and administration
- Appreciates the careful concern and consideration given to all during the calendar review process

CSEA Representative – Margaret Warder, President, CSEA

- Tentative agreement ratified with 107 yes votes
- Thanked everyone for great year
- CSEA appreciation party June 13
- Thanked administration for including I/As in professional development opportunities

Organizations

- N/A

Board Members

Board members reported as follows:

Member Wolff

- Attended SchoolPower end of year dinner

Member Normandin

- Attended Community Coalition meeting and provided an update
  - September 25 in National Have Dinner with Your Family
  - Information regarding the hazards of vaping

Member Brown

- Attended Joint Fiscal Management Committee (JFMC)

Clerk Perry

- Attended SchoolPower Endowment meeting

President Vickers

- Attended SchoolPower Endowment meeting
- Attended PTA Council annual luncheon meeting

Superintendent Viloria

- Attended senior convocation and commented how extraordinary the event is
- Appreciative of Mindy's service as LaBUFA president

Cabinet

Leisa Winston, Assistant Superintendent, Human Resources and Public Communications

- Thanked Mindy for her service and collaboration

Jeff Dixon, Assistant Superintendent, Business Services

- Facilitated Joint Fiscal Management Committee (JFMC)
- Updated the Board on the Procure America project; it is going well and saving the district money

Alysia Odipo, Assistant Superintendent, Instructional Services

- Thanked Bridget Beaudry-Porter for her work on the student art festival held at LBHS
- Thanked Mindy for her service

PUBLIC HEARINGS – The notice of public hearings was posted May 29, 2018

a. **Presentation of the Local Control Accountability Plan**

President Vickers opened the public hearing on the LCAP at 6:58 p.m. Dr. Odipo gave an overview of the district LCAP and the goals for 2018-2020.

Mr. David Flores addressed the Board and commended Dr. Viloria for the fresh, new ideas he has brought forward, listening to parents regarding geometry classes, and increased parent engagement in the LCAP process.

Member Perry asked questions regarding student enrollment in CTE classes and dual enrollment.

President Vickers closed the public hearing on the LCAP at 7:15 p.m.

b. **Laguna Beach Unified School District's Preliminary 2018-2019 All Funds Budget**

President Vickers opened the public hearing on the all funds budget at 7:15 p.m.

Mr. Dixon presented the proposed budget.

Board members commented on how much they appreciate the designated reserves.

A member of the public asked for clarification on the HVAC expenses, which Mr. Dixon clarified as repairs versus new equipment.

President Vickers closed the public hearing on the all funds budget at 7:25 p.m.

c. **Public Disclosure of Use of Proposition 30 Education Protection Act Funds for 2018-2019 for Direct Instruction Salaries and Benefits**

President Vickers opened the public hearing on the use of Proposition 30 Education Protection Act Funds at 7:26 p.m.

There were no Board or public comments.

President Vickers closed the public hearing on the use of Proposition 30 Education Protection Act Funds at 7:27 p.m.

d. **Public Disclosure and Ratification of Collective Bargaining Agreement in Accordance with AB 1200 (Chapter 1213/1991), Government Code 3547.5 and CCR, Title V, Section 15449; and 2018-19 Negotiated Agreement with Laguna Beach Unified Faculty Association (LaBUFA)**

President Vickers opened the public hearing for the Collective Bargaining Agreement with LaBUFA at 7:27 p.m.

Mrs. Winston stated LaBUFA members ratified the agreement.

There were no Board or public comments.

President Vickers closed the public hearing at 7:28 p.m.

e. **Public Disclosure and Ratification of Collective Bargaining Agreement in Accordance with AB 1200 (Chapter 1213/1991), Government Code 3547.5 and CCR, Title V, Section 15449; and 2018-21 Negotiated Agreement with the California School Employees Association (CSEA) and its Laguna Beach Chapter #131**

President Vickers opened the public hearing for the Collective Bargaining Agreement with CSEA at 7:28 p.m.

Mrs. Winston stated CSEA members ratified the agreement.

There were no Board or public comments.

President Vickers closed the public hearing at 7:28 p.m.

CONSENT CALENDAR

Member Brown moved approval of Consent Calendar items Member Normandin seconded.

Public Comment: None

Discussion: None

a. Approval of Minutes – May 22, 2018
b. Approval/Ratification of Personnel Report
c. Approval/Ratification of Conference/Workshop Attendance
d. Approval of Interdistrict Attendance Agreement Student(s) From Other Districts
e. Approval of Agreements for Contracted Services – Special Education
f. Approval of Agreements for Contracted Services – Technology
g. Approval/Ratification of Warrants #394085 through #394299 in the amount of $941,233.54 Dates: 5/14/2018 through 6/1/2018
h. Approval to Increase the Existing Agreement with Best Best & Krieger for Legal Counsel Related to Special Education Issues with a Not-to-Exceed Amount of $20,000 for the 2017-2018 School Year
i. Approval of Independent Contractor Agreement with Kathy Futterman, Ed.D., for Dyslexia Training on June 18, 2018 in an Amount Not-to-Exceed $2,600
j. Approval for Submission of the Consolidated Application Reporting Systems (CARS) Spring Data Collection for the 2018-2019 School Year
k. Approval to Award a Contract for Furniture and Accessories with Culver-Newlin, Inc. based on Hawthorne School District Renewal of Piggyback Purchasing Bid #13-14-1
l. Authorization to Renew License to Use Agreement with Orin Neufeld to Operate a Youth Recreation Facility at 2003 Laguna Canyon Road for the 2018-2019 school year

Discussion: None

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

INFORMATION ITEMS

Monthly Financial Report

Mr. Dixon stated the expenditures are tracking as expected. Most of the property tax monies are received and the OPEB report is unchanged from the last meeting.

ACTION ITEMS

Approval of Resolution 18-04: Use of Proposition 30 Education Protection Act Funds for 2018-2019 for Direct Instruction Salaries and Benefits

The resolution is required.

Public Comment: None

Member Brown moved approval. Member Normandin seconded.

Motion carried by a roll call vote 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes.

Approval of Ratification of Collective Bargaining Agreement in Accordance with AB 1200 (Chapter 1213/1991), Government Code 3547.5 and CCR, Title V, Section 15449; and 2018-2019 Negotiated Agreement with Laguna Beach Unified Faculty Association (LABUFA)

This item was presented under the public hearing.

Public Comment: None

Member Brown moved approval, member Normandin seconded.

Board Member Discussion: None

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

Approval of Ratification of Collective Bargaining Agreement in Accordance with AB 1200 (Chapter 1213/1991), Government Code 3547.5 and CCR, Title V, Section 15449; and 2018-2021 Negotiated Agreement with the California School Employees Association (CSEA) and its Laguna Beach Chapter #131

Mrs. Winston noted this is a three-year contract and re-openers will be looked at in subsequent years.

Public Comment: None

Member Brown moved approval, member Wolff seconded.

Board Member Discussion: The Board appreciates the IBB process.

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

Approval of Mosaic Network, Inc. (CoVitalityApp) Contract for 2018-19 School Year at a Cost Not-to-Exceed $8,505.00

Dr. Odipo introduced the item stating Dr. Keller leads the universal screener process in LBUSD.

Public Comment: None

The Board asked clarifying questions on the grades served.

Member Brown moved approval, member Normandin seconded.

Board members believe this process is valuable and would like an update at a future Board meeting.

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

Approval to Award Contract with Mind Research to Provide the ST Math Supplementary Mathematics Intervention Program for the Purpose of Piloting during Summer School and the 2018-19 School Year in an Amount Not-to-Exceed $33,002.00

Dr. Odipo stated approval of this contract will enable the district to expand its pilot project.

Public Comment: None

Member Brown moved approval, member Normandin seconded.

Board members have heard good things about this program and appreciate staff listening to the needs of the teachers.

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

Board Member Requests for Items for Next Meeting, Requests for Information, or General Comments

Member Wolff enjoyed the art festival at the high school and *Breakfast with the Breakers.*

Member Normandin attended El Morro and TOW open houses and was pleased to hear teachers talk of how they are supported by Dr. Odipo. She is already attending summer games for her son as summer sports started Monday. She attended The Diary of Anne Frank, Seussical the Musical, and band concerts and enjoyed all of them. Member Normandin thanked Mindy Hawkins for her service as LaBUFA president.

Member Brown thanked Mindy for communicating through the weekly update. Member Brown attended the Rocket Ready Celebration, and the Scholarship Dinner/Convocation and loves celebrating students. She thanked Dr. Viloria and Mr. Conlon for working with the Laguna Beach Fire and Police departments during the recent fire.

Member Perry thanked Mindy. She attended the scholarship dinner and convocation. She viewed dyslexia lessons at El Morro and Thurston.

Member Perry asked for clarification on summer AP assignments if the proposed 2019-2020 student calendar is adopted as proposed. Dr. Viloria stated there will be adjustments made; however, to what degree changes are made is dependent on the number of days changed, and the teacher. All summer AP work expectations are currently on the LBHS webpage.

President Vickers attended the several music concerts, Breakfast with the Breakers, the LBHS Art Festival, SchoolPower Business Appreciation Dinner, and the Honors Convocation.

President Vickers asked that the Board continue to review and refine the protocols under which they operate. In addition, she would like the Board to consider a new process for determining which Board members will attend conferences and travel. The Board reached consensus that all travel requests will come to the entire Board for discussion.

Adjournment

Member Brown moved to adjourn. Member Normandin seconded.

President Vickers announced there is a Special Meeting to review the results of the calendar survey on June 19 and the next regular meeting is June 26, 2018 at 6:00 p.m.

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes to adjourn the meeting. The meeting adjourned at 8:08 p.m.

_____
Dee Perry
Clerk of the Board
June 26, 2018

Laguna Beach Unified School District

12.b. CONSENT/ACTION **June 26, 2018**

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.

Brown/Winston/Viloria

PERSONNEL REPORT **June 26, 2018**

I. EMPLOYMENT:

Name:	Position/Site:		Effective Date:
Caroline Cannan	Elementary School Teacher		August 27, 2018
	Top of the World Elementary	General Fund	
	0108011005-1110	Temporary Contract	
	Teacher Salary Schedule	$68,748 Annual Salary	
	7 hours per day/5 days per week/187 day contract		
Tami Schonfeld	Elementary School Teacher		August 27, 2018
	Top of the World Elementary	General Fund	
	0108011005-1110	Temporary Contract	
	Teacher Salary Schedule	$78,858 Annual Salary	
	7 hours per day/5 days per week/187 day contract		
Melinda Witt	Elementary School Teacher		August 27, 2018
	Top of the World Elementary	General Fund	
	0108011005-1110	Temporary Contract	
	Teacher Salary Schedule	$74,814 Annual Salary	
	7 hours per day/5 days per week/187 day contract		

II. EMPLOYMENT: Student Worker/Workability Program/TPP

Name:	Position/Site:		Effective Date:
Haley Conley	Student Worker - Work Experience/TPP		April 1, 2018 to
	Laguna Beach High School	Special Ed Funds	June 30, 2018
	0104644571-2960	$11.00 per hour	
	NTE: 100 hours		

III. EMPLOYMENT: Summer School 2018

Name:	Position/Site:		Effective Date:
Bjorn Avila	Summer School Teacher		June 25, 2018 to
	Laguna Beach High School	Summer School Fund	July 27, 2018
	0112011500-1130	$45.91 per hour	
	5 hours per day/NTE: 24 days/Summer School Calendar		
Randi Beckley	Summer School Teacher		June 25, 2018 to
	Top of the World Elementary	Summer School Fund	July 20, 2018
	0112011500-1130	$51.64 per hour	
	5 hours per day/NTE: 10 days/Summer School Calendar		
	Note: Sharing with Michelle Martinez		
Randi Beckley	Summer School Teachers Prep		June 22, 2018
	Top of the World	Summer School Fund	
	0112011500-1130	$51.64 per hour	
	NTE: 2 hours		
Mary Blanton	Summer School Teacher		June 25, 2018 to
	Top of the World Elementary	Summer School Fund	July 20, 2018
	0112011500-1130	$57.39 per hour	
	5 hours per day/NTE: 19 days/Summer School Calendar		

III. EMPLOYMENT: Summer School 2018 (continued)

Name:	Position/Site:		Effective Date:
Maureen Bornstein	Instructional Assistant, Special Education Top of the World Elementary 0104602650-2115 4.5 hours per day/NTE: 19 days/Summer School Calendar	Summer School Fund $26.17 per hour	June 25, 2018 to July 20, 2018
Dori Bunting	Instructional Assistant, Special Education Laguna Beach High School 0104602650-2115 5.25 hours per day/NTE: 24 days/Summer School Calendar	Summer School Fund $26.17 per hour	June 25, 2018 to July 27, 2018
Halle Davidson	Summer School Teacher Top of the World Elementary 0112011500-1130 5 hours per day/NTE: 19 days/Summer School Calendar	Summer School Fund $57.39 per hour	June 25, 2018 to July 20, 2018
Paula Forino	Health Clerk Top of the World Elementary 0108171005-2250 5 hours per day/NTE: 19 days/Summer School Calendar	Summer School Fund $27.49 per hour	June 25, 2018 to July 20, 2018
Jim Garvey	Summer School Teacher Laguna Beach High School 0112011500-1130 2.5 hours per day/NTE: 24 days/Summer School Calendar	Summer School Fund $57.39 per hour	June 25, 2018 to July 27, 2018
Jim Garvey	Summer School Teachers Prep Laguna Beach High School 0112011500-1130 NTE: 2 hours	Summer School Fund $57.39 per hour	June 22, 2018
Dustin Gowan	Summer School Teachers Prep Districtwide 0112011500-1130 NTE: 4 hours	Summer School Fund $51.64 per hour	June 22, 2018
Jon Hendrickson	Summer School Teacher Laguna Beach High School 0112011500-1130 5 hours per day/NTE: 24 days/Summer School Calendar	Summer School Fund $51.64 per hour	June 25, 2018 to July 27, 2018
Jon Hendrickson	Summer School Teachers Prep Top of the World 0112011500-1130 NTE: 4 hours	Summer School Fund $51.64 per hour	June 22, 2018

III. EMPLOYMENT: Summer School 2018 (continued)

Name:	Position/Site:		Effective Date:
Pamela Howland	Summer School Teacher Top of the World Elementary 0112011500-1130 5 hours per day/NTE: 19 days/Summer School Calendar	Summer School Fund $45.91 per hour	June 25, 2018 to July 20, 2018
Marlo Jensma	Summer School Teachers Prep Districtwide 0112011500-1130 NTE: 2 hours	Summer School Fund $45.91 per hour	June 22, 2018
Betsy Klein	Instructional Assistant, Special Education Laguna Beach High School 0104602650-2115 4.5 hours per day/NTE: 24 days/Summer School Calendar	Summer School Fund $26.17 per hour	June 25, 2018 to July 27, 2018
Wendy Landaverde	Instructional Assistant, Special Education Top of the World Elementary 0104602650-2115 4.5 hours per day/NTE: 19 days/Summer School Calendar	Summer School Fund $22.45 per hour	June 25, 2018 to July 20, 2018
Van Le	Summer School Teacher Laguna Beach High School 0112011500-1130 5 hours per day/NTE: 24 days/Summer School Calendar	Summer School Fund $45.91 per hour	June 25, 2018 to July 27, 2018
Brandon Lee	Instructional Assistant, Special Education Top of the World Elementary 0104602650-2115 4.5 hours per day/NTE: 19 days/Summer School Calendar	Summer School Fund $26.17 per hour	June 25, 2018 to July 20, 2018
Pam Majd	Summer School Nurse Laguna Beach High School 0102172850-1280 5 hours per day/NTE: 24 days/Summer School Calendar	Summer School Fund $45.91 per hour	June 25, 2018 to July 27, 2018
Michelle Martinez	Summer School Teacher Top of the World Elementary 0112011500-1130 5 hours per day/NTE: 9 days/Summer School Calendar Note: Sharing with Randi Beckley	Summer School Fund $51.64 per hour	June 25, 2018 to July 20, 2018
Michelle Martinez	Summer School Teachers Prep Top of the World 0112011500-1130 NTE: 2 hours	Summer School Fund $51.64 per hour	June 22, 2018

III. EMPLOYMENT: Summer School 2018 (continued)

Name:	Position/Site:		Effective Date:
Amanda Myregard	Summer School Teachers Prep Districtwide 0112011500-1130 NTE: 4 hours	Summer School Fund $45.91 per hour	June 22, 2018
Launa Nacion-Kirkey	Summer School Teachers Prep Districtwide 0112011500-1130 NTE: 2 hours	Summer School Fund $51.64 per hour	June 22, 2018
Tommy Newton-Neal	Summer School Teacher - APE Districtwide 0112011500-1130 NTE: 9 hours total	Summer School Fund $45.91 per hour	June 25, 2018 to July 27, 2018
Chris Nunziata	Summer School Teacher Top of the World Elementary 0112011500-1130 5 hours per day/NTE: 19 days/Summer School Calendar	Summer School Fund $45.91 per hour	June 25, 2018 to July 20, 2018
Missy Palino	Office Assistant Laguna Beach High School 0112091055-2420 5 hours per day/NTE: 24 days/Summer School Calendar	Summer School Fund $18.85 per hour	June 25, 2018 to July 27, 2018
Sara Perrault-Hopper	Summer School Speech Pathologist Laguna Beach High School 0104192550-1280 NTE: 10 hours weekly* *Correction from 6/12/18 Personnel Report	Summer School Fund $51.64 per hour	June 25, 2018 to July 27, 2018
Leah Prettyman	Summer School Teacher Top of the World Elementary 0112011500-1130 5 hours per day/NTE: 19 days/Summer School Calendar	Summer School Fund $51.64 per hour	June 25, 2018 to July 20, 2018
Leah Prettyman	Summer School Teachers Prep Top of the World 0112011500-1130 NTE: 4 hours	Summer School Fund $51.64 per hour	June 22, 2018
Katie Quirarte	Summer School Teacher Laguna Beach High School 0112011500-1130 5 hours per day/NTE: 24 days/Summer School Calendar	Summer School Fund $45.91 per hour	June 25, 2018 to July 27, 2018

III. EMPLOYMENT: Summer School 2018 (continued)

Name:	Position/Site:		Effective Date:
Yadi Rojas	Summer School Teacher Top of the World Elementary 0112011500-1130 5 hours per day/NTE: 19 days/Summer School Calendar	Summer School Fund $45.91 per hour	June 25, 2018 to July 20, 2018
Aliya Shah	Instructional Assistant, Special Education Top of the World Elementary 0104602650-2115 4.5 hours per day/NTE: 19 days/Summer School Calendar	Summer School Fund $20.27 per hour	June 25, 2018 to July 20, 2018
Tracey Slater	Summer School Speech Pathologist Top of the World Elementary 0104192550-1280 NTE: 10 hours weekly* *Correction from 6/12/18 Personnel Report	Summer School Fund $51.64 per hour	June 25, 2018 to July 27, 2018
See Employee List	Summer School Substitute Teachers Districtwide 0112011500-1190 5 hours per day/NTE: 24 days/Summer School Calendar Employees: Caroline Cannan, Morgan Myers, Alison Pascall, Laura Vickery-Petersen, Colleen Schuelke	Summer School Fund $130 per day	June 25, 2018 to July 27, 2018
See Employee List	Summer School Teachers Prep Laguna Beach High School 0112011500-1130 NTE: 4 hours Employees: Bjorn Avila, Van Le, Katie Quirarte	Summer School Fund $45.91 per hour	June 22, 2018
See Employee List	Summer School Teachers Prep Top of the World Elementary 0112011500-1130 NTE: 4 hours Employees: Chris Nunziata, Yadi Rojas, Nicole Stewart, Melinda Vogel	Summer School Fund $45.91 per hour	June 22, 2018
See Employee List	Summer School Teachers Prep Top of the World Elementary 0112011500-1130 NTE: 4 hours Employees: Mary Blanton, Halle Davidson	Summer School Fund $57.39 per hour	June 22, 2018
See Employee List	Summer School Teachers - Breakers Advance Laguna Beach High School 0105014730-1130 NTE: 25 hours each Employees: Alonda Hartford, Hayley McLellan	General Fund $51.64 per hour	July 16, 2018 to

III. EMPLOYMENT: Summer School 2018 (continued)

Name:	Position/Site:		Effective Date:
Cynthia Sorensen	Summer School Teacher Laguna Beach High School 0112011500-1130 5 hours per day/NTE: 24 days/Summer School Calendar	Summer School Fund $57.39 per hour	June 25, 2018 to July 27, 2018
Cynthia Sorensen	Summer School Teacher - Bridging Geometry Laguna Beach High School 0112011500-1130 NTE: 10 hours total	Summer School Fund $57.39 per hour	June 25, 2018 to July 9, 2018
Cynthia Sorensen	Summer School Teachers Prep Laguna Beach High School 0112011500-1130 NTE: 4 hours	Summer School Fund $57.39 per hour	June 22, 2018
Nicole Stewart	Summer School Teacher Top of the World Elementary 0112011500-1130 5 hours per day/NTE: 19 days/Summer School Calendar	Summer School Fund $45.91 per hour	June 25, 2018 to July 20, 2018
Mary Stinnett	Office Assistant Top of the World Elementary 0112091055-2420 5 hours per day/NTE: 19 days/Summer School Calendar	Summer School Fund $23.13 per hour	June 25, 2018 to July 20, 2018
Melinda Vogel	Summer School Teacher Top of the World Elementary 0112011500-1130 5 hours per day/NTE: 19 days/Summer School Calendar	Summer School Fund $45.91 per hour	June 25, 2018 to July 20, 2018
Margaret Warder	Intervention Paraeducator Top of the World Elementary 0112011500-2110 5 hours per day/NTE: 19 days/Summer School Calendar	Summer School Fund $29.61 per hour	June 25, 2018 to July 20, 2018
Lorraine Winokur	Summer School Teachers Prep Districtwide 0112011500-1130 NTE: 4 hours	Summer School Fund $45.91 per hour	June 22, 2018
Julie Yaccino	Summer School Teachers Prep Districtwide 0112011500-1130 NTE: 4 hours	Summer School Fund $45.91 per hour	June 22, 2018

III. EMPLOYMENT: Summer School 2018 (continued)

Name:	Position/Site:		Effective Date:
Eunice Yi	Summer School Teacher Laguna Beach High School 0112011500-1130 5 hours per day/NTE: 24 days/Summer School Calendar	Summer School Fund $45.91 per hour	June 25, 2018 to July 27, 2018

IV. EMPLOYMENT: Short Term Assignments - Extra Duty

Name:	Position/Site:		Effective Date:
Christina Carrillo	Adult Ed Promotion 2018-19 Planning Districtwide 1119014680-1130 NTE: 70 hours	General Fund $40.17 per hour	June 26, 2018 to September 4, 2018
Jeff Dippel	Adult Ed Level 3 Curriculum Planning Districtwide 1119014680-1130 NTE: 70 hours	General Fund $40.17 per hour	June 26, 2018 to September 4, 2018
Dustin Gowan	Seeing Stars Training Thurston Middle School 0104602120-1130 NTE: 4 hours	Special Ed Fund $40.17 per hour	June 22, 2018
Kathleen Margaretich	Phenomena Curriculum Development El Morro Elementary 0107011005-1130 NTE: 24 hours	General Fund $40.17 per hour	June 1, 2018 to September 30, 2018
Liv Marshall	Dyslexia Summer Professional Development Planning Districtwide 0102015380-1130 NTE: 20 hours	General Fund $40.17 per hour	June 26, 2018 to September 4, 2018
Kim Mattson	Professional Development Planning and Roadmap Updates Districtwide 0102015380-1130 NTE: 30 hours	General Fund $40.17 per hour	June 25, 2018 to August 30, 2018
Kim Mattson	Dyslexia Summer Professional Development Planning Districtwide 0102015380-1130 NTE: 20 hours	General Fund $40.17 per hour	June 26, 2018 to September 4, 2018
Triana Ramazan	Dyslexia Summer Professional Development Planning Districtwide 0102015380-1130 NTE: 20 hours	General Fund $40.17 per hour	June 26, 2018 to September 4, 2018

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

Name:	Position/Site:		Effective Date:
Yadi Rojas	Dyslexia Summer Professional Development Planning Districtwide 0102015380-1130 NTE: 20 hours	General Fund $40.17 per hour	June 26, 2018 to September 4, 2018
Yadi Rojas	ELPAC Testing Districtwide 0102011500-1130 NTE: 45 hours	General Fund $40.17 per hour	June 25, 2018 to September 1, 2018
See Employee List	NGSS Planning Meetings Thurston Middle School 0102015380-1130 NTE: 20 hours each Employees: Bjorn Avila, Ina Inouye, Alexandra Olvey, Jesse Rothman, Richard Selin	General Fund $40.17 per hour	June 22, 2018 to June 26, 2018
See Employee List	Dyslexia Presenters Districtwide 0102015380-1130 NTE: 18 hours each Employees: Liv Marshall, Kim Mattson, Triana Ramazan, Yadi Rojas	General Fund $46.83 per hour	August 20, 2018 to August 22, 2018
See Employee List	Attended Destiny Suites Professional Development Districtwide 0102015380-2150 NTE: 1 hour each Employees: Christina Price, Nikki Romano	General Fund $27.56 per hour	May 31, 2018
Julie Yaccino	Seeing Stars Training Laguna Beach High School 0104612310-1130 NTE: 4 hours	Special Ed Fund $40.17 per hour	June 22, 2018

V. EMPLOYMENT: Short Term Assignments - Performing Arts

Name:	Position/Site:	Effective Date:
None.		

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

Name:	Position/Site:	Effective Date:
None		

VII. EMPLOYMENT: Short Term Assignments - ASB Funds

Name:	Position/Site:	Effective Date:
None		

VIII. EMPLOYMENT: Short Term Assignments - PTA

Name:	Position/Site:	Effective Date:
None		

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

Work Site: Laguna Beach High School

General Fund Account: 0105311075-1185/2140

Basketball - Boys - 6-8th Grade Summer Camp

Name:	Position:	Stipend:
Bret Fleming	Head Coach	$5,562.60
Rus Soobsokov	Assistant Coach	$3,265.00

Basketball - Girls Summer Camp

Name:	Position:	Stipend:
Matt Tietz	Head Coach	$4,837.04
Briana Tietz	Assistant Coach	$3,265.00

Basketball - 1st-8th Grade Girls Summer Camp

Name:	Position:	Stipend:
Matt Tietz	Head Coach	$4,837.04
Briana Tietz	Assistant Coach	$3,265.00

Cross Country - Advanced Boys Summer Camp

Name:	Position:	Stipend:
Scott Wittkop	Head Coach	$6,534.00
Tommy Newton-Neal	Assistant Coach	$3,265.00

Cross Country - Advanced Girls Summer Camp

Name:	Position:	Stipend:
Steve Lalim	Head Coach	$6,534.00
Aliya Shah	Assistant Coach	$3,265.00
Fred Pichay	Assistant Coach	$3,265.00

Cross Country - Boys Summer Camp

Name:	Position:	Stipend:
Scott Wittkop	Head Coach	$6,534.00
Tommy Newton-Neal	Assistant Coach	$3,265.00

Cross Country - Girls Summer Camp

Name:	Position:	Stipend:
Steve Lalim	Head Coach	$6,534.00
Aliya Shah	Assistant Coach	$3,265.00
Fred Pichay	Assistant Coach	$3,265.00

Dance - High School Summer Camp

Name:	Position:	Stipend:
Estee Carrizosa	Advisor	$3,000.00

Dance - Middle School Grade Summer Camp

Name:	Position:	Stipend:
Estee Carrizosa	Advisor	$3,000.00

Drama - High School Summer Camp

Name:	Position:	Stipend:
Alexis Karol	Advisor	$3,000.00
Roxanna Ward	Accompanist	$2,000.00

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

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

Fall Sports Calendar 2017/18:

In-Season:	August 7 - November 3, 2017
CIF Playoff:	November 6 - December 4, 2017

Winter Sports Calendar 2017/18:

In-Season:	November 6 - February 9, 2018
CIF Playoff:	February 12 to March 2, 2018

Spring Sports Calendar 2017/18:

In-Season:	February 12 - May 11, 2018
CIF Playoff:	May 14 to June 4, 2018

Baseball

Name:	Position:	Stipend:
Jeff Sears	Head Coach, CIF	$483.70
Jon Hendrickson	Assistant Coach, CIF	$326.50
Austin Paxson	Assistant Coach, CIF	$326.50
Jairo Ochoa	Assistant Coach, CIF	$326.50

Baseball - 9th Grade Summer Camp

Name:	Position:	Stipend:
Jeff Sears	Head Coach	$4,837.04
Austin Paxson	Assistant Coach	$3,265.00
Jairo Ochoa	Assistant Coach	$3,265.00

Baseball - 10-12th Grade Summer Camp

Name:	Position:	Stipend:
Jeff Sears	Head Coach	$4,837.04
Austin Paxson	Assistant Coach	$3,265.00
Jairo Ochoa	Assistant Coach	$3,265.00

Baseball - 3-8th Grade Summer Camp

Name:	Position:	Stipend:
Jeff Sears	Head Coach	$4,837.04
Austin Paxson	Assistant Coach	$3,265.00
Jairo Ochoa	Assistant Coach	$3,265.00

Basketball - Boys - 9th Grade Summer Camp

Name:	Position:	Stipend:
Bret Fleming	Head Coach	$5,562.60
Rus Soobsokov	Assistant Coach	$3,265.00

Basketball - Boys - 10-12th Grade Summer Camp

Name:	Position:	Stipend:
Bret Fleming	Head Coach	$5,562.60
Rus Soobsokov	Assistant Coach	$3,265.00

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

Work Site: Laguna Beach High School

General Fund Account: 0105311075-1185/2140

Drama - Middle School Summer Camp

Name:	Position:	Stipend:
Alexis Karol	Advisor	$3,000.00
Roxanna Ward	Accompanist	$2,000.00

Football - High School Summer Camp

Name:	Position:	Stipend:
John Shanahan	Head Coach	$4,837.04
James Crawford	Assistant Coach	$3,265.00
Tarquin Stevenson	Assistant Coach	$3,265.00
Joey Luna	Assistant Coach	$3,265.00
Hunter Braun	Assistant Coach	$3,265.00
Chris Reid	Assistant Coach	$3,265.00
Ryan Koh	Assistant Coach	$3,265.00
Darren Crawford	Assistant Coach	$3,265.00
Nate Ball	Assistant Coach	$3,265.00
Alex Hutchinson	Assistant Coach	$3,265.00

Football - Middle School Summer Camp

Name:	Position:	Stipend:
John Shanahan	Head Coach	$4,837.04
James Crawford	Assistant Coach	$3,265.00
Tarquin Stevenson	Assistant Coach	$3,265.00

Golf - Boys

Name:	Position:	Stipend:
Sean Quigley	Head Coach, CIF	$1,451.11
Tom Levinstein	Assistant Coach, CIF	$979.50
Scott Finn	Assistant Coach, CIF	$979.50

Lacrosse - High School Boys Summer Camp

Name:	Position:	Stipend:
Chris Nunziata	Head Coach	$6,046.30
Richard Knox	Assistant Coach	$3,265.00
Rich Morrison	Assistant Coach	$3,265.00

Lacrosse - 3-8th Grade Boys Summer Camp

Name:	Position:	Stipend:
Chris Nunziata	Head Coach	$6,046.30
Richard Knox	Assistant Coach	$3,265.00
Rich Morrison	Assistant Coach	$3,265.00

Lacrosse - High School Girls Summer Camp

Name:	Position:	Stipend:
Alexandra Holtz	Head Coach	$6,046.30
Emily Mukai	Assistant Coach	$3,265.00

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

Work Site: Laguna Beach High School

General Fund Account: 0105311075-1185/2140

Lacrosse - 3-8th Grade Girls Summer Camp

Name:	Position:	Stipend:
Alexandra Holtz	Head Coach	$6,046.30
Emily Mukai	Assistant Coach	$3,265.00

Soccer - Boys Summer Camp

Name:	Position:	Stipend:
Dan Richards	Head Coach	$4,837.04
Franz Guldner	Assistant Coach	$3,265.00
Dan Harrison	Assistant Coach	$3,265.00
Sam McKenney	Assistant Coach	$3,265.00
Ben Helm	Assistant Coach	$3,265.00

Soccer - Girls Summer Camp

Name:	Position:	Stipend:
Ben Helm	Head Coach	$4,837.04
Daniel Pask	Assistant Coach	$3,265.00
Dan Richards	Assistant Coach	$3,265.00

Softball - High School Summer Camp

Name:	Position:	Stipend:
James Crawford	Head Coach	$4,837.04
Scott Crawford	Assistant Coach	$3,265.00

Softball - 3-8th Grade Summer Camp

Name:	Position:	Stipend:
James Crawford	Head Coach	$4,837.04
Scott Crawford	Assistant Coach	$3,265.00

Swim - Boys

Name:	Position:	Stipend:
Kari Damato	Head Coach, CIF	$375.07
Ethan Damato	Assistant Coach, CIF	$326.50

Swim - Girls

Name:	Position:	Stipend:
Kari Damato	Head Coach, CIF	$375.07
Nathan McConnell	Assistant Coach, CIF	$326.50
Cara Borkovec	Assistant Coach, CIF	$326.50

Tennis - Boys

Name:	Position:	Stipend:
Rick Conkey	Head Coach, CIF	$1,934.81
Nick Radisay	Assistant Coach, CIF	$1,306.00

Tennis - High School Coed Summer Camp - First Session

Name:	Position:	Stipend:
Rick Conkey	Head Coach	$4,837.04
Nick Radisay	Assistant Coach	$3,265.00

IX. EMPLOYMENT/RELEASES: Short Term Assignments - Coaches/General Fund (continued)

Work Site: Laguna Beach High School

General Fund Account: 0105311075-1185/2140

Tennis - High School Coed Summer Camp - Second Session

Name:	Position:	Stipend:
Rick Conkey	Head Coach	$4,837.04
Nick Radisay	Assistant Coach	$3,265.00

Tennis - Middle School Coed Summer Camp

Name:	Position:	Stipend:
Rick Conkey	Head Coach	$4,837.04
Nick Radisay	Assistant Coach	$3,265.00

Track - Boys

Name:	Position:	Stipend:
Mark Harris	Head Coach, CIF	$966.80
Aliya Shah	Assistant Coach, CIF	$653.00
Brian Bishop	Assistant Coach, CIF	$653.00

Track - Girls

Name:	Position:	Stipend:
Steve Lalim	Head Coach, CIF	$1,355.17
Tommy Newton-Neal	Assistant Coach, CIF	$653.00

Volleyball - Boys

Name:	Position:	Stipend:
Doug Mauro	Head Coach, CIF	$483.70
Paul Cuevas	Assistant Coach, CIF	$326.50
Chris Levander	Assistant Coach, CIF	$326.50

Volleyball - High School Boys Summer Camp

Name:	Position:	Stipend:
Doug Mauro	Head Coach	$4,837.04
Paul Cuevas	Assistant Coach	$3,265.00
Karen Roberts	Assistant Coach	$3,265.00

Volleyball - High School Girls Summer Camp

Name:	Position:	Stipend:
Shawn Patchall	Head Coach	$4,837.04
Mitzi Kincaid	Assistant Coach	$3,265.00
Chris Lavander	Assistant Coach	$3,265.00
Doug Mauro	Assistant Coach	$3,265.00

Volleyball - 3-8th Grade Coed Summer Camp

Name:	Position:	Stipend:
Shawn Patchall	Head Coach	$4,837.04
Mitzi Kincaid	Assistant Coach	$3,265.00
Chris Lavander	Assistant Coach	$3,265.00
Doug Mauro	Assistant Coach	$3,265.00

Resignation

Name:	Classification:	Effective Date:
Mark Harris	Head Coach, Boy's Track	May 29, 2018

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

Work Site: Laguna Beach High School
Booster Account: 0105315310-1185/2140

Fall Sports Calendar 2017/18:

In-Season:	August 7 - November 3, 2017
CIF Playoff:	November 6 - December 4, 2017

Winter Sports Calendar 2017/18:

In-Season:	November 6 - February 9, 2018
CIF Playoff:	February 12 to March 2, 2018

Spring Sports Calendar 2017/18:

In-Season:	February 12 - May 11, 2018
CIF Playoff:	May 14 to June 4, 2018

Basketball-Boys

Name:	Position:	Stipend:
Bret Fleming	Head Coach, Post Season	$5,562.60
Rus Soobsokov	Assistant Coach, Post Season	$3,265.00

Cross Country - Boys

Name:	Position:	Stipend:
Scott Wittkop	Head Coach, Preseason	$1,200.00

Cross Country and Track - Girls

Name:	Position:	Stipend:
Steve Lalim	Head Coach, Post & Preseason	$1,500.00
Tommy Newton-Neal	Assist Coach, Post & Preseason	$1,900.00
Aliya Shah	Assist Coach, Post & Preseason	$1,400.00

Lacrosse - Girls

Name:	Position:	Stipend:
Alexandra Holtz	Head Coach, Preseason - Fall	$450.00
Alexandra Holtz	Head Coach, Preseason - Winter	$2,700.00

Tennis - Boys

Name:	Position:	Stipend:
Rick Conkey	Head Coach, Post Season	$2,000.00
Nick Radisay	Assistant Coach, Post Season	$1,000.00

Waterpolo - Girls

Name:	Position:	Stipend:
Ethan Damato	Head Coach, Post Season	$4,837.04
Cara Borkovec	Assistant Coach, Post Season	$1,500.00
Nathan McConnell	Assistant Coach, Post Season	$1,500.00

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

Resignation:

Name:	Classification:	Effective Date:
Brooke Cooper	Substitute Teacher	June 11, 2018
Rachel Curtis	Substitute Teacher	June 6, 2018
Scott Hayter	Substitute Teacher	June 21, 2018

Laguna Beach Unified School District

12.c. CONSENT/ACTION **June 26, 2018**

Approval/Ratify: **Conference/Workshop Attendance**

Kimberly Mattson – "California English Learner Roadmap" – June 20, 2018 – Costa Mesa, CA. This conference was previously approved on May 8, 2018 for attendees Alysia Odipo and Yadhira Rojas. Yadhira was unable to attend and Kimberly Mattson attended in her place.

Fiscal Impact: No additional cost

Jason Viloria, Ed.D. – "FCMAT Board Meeting" – June 24, 2018 – Santa Barbara, CA. Jason serves as an alternate Board member for FCMAT and will be attending the June 24 meeting as the representative. FCMAT reimburses up to $650.00 of the costs.

Fiscal Impact:

$	100.00	Lodging
$	50.00	Meals
$	150.00	Total

Account #0101377100 – 5220 – Superintendent - Travel/Conference

Ann Bergen and Lynn Gregory "UC 2018 Counselors Conference – September 6, 2018 – Pasadena, CA. Annual UC Conference covers college admissions and campus specific updates to the UC system.

Fiscal Impact:

$	190.00	Registration
$	80.58	Transportation/Mileage
$	270.58	Total

Account #0105014730– 5220 – College Readiness Grant - Travel & Conference

Ann Bergen and Lynn Gregory "CSU 2018 Counselors Conference – September 27, 2018 – Riverside, CA. Annual CSU Conference covers college admissions and campus specific updates to the CSU system.

Fiscal Impact:

$	190.00	Registration
$	54.00	Transportation/Mileage
$	234.00	Total

Account #0105014730– 5220 – College Readiness Grant - Travel & Conference

Webber/Viloria

Ryan Zajda, Victoria Webber, Chris Duddy, Cama Stevens, Ian Corso, Mike Conlon, Rosie Haynes, Sarah Wolsey, Margaret Warder, Lisa Brackez, Elizabeth Phillips, Bob Billinger, Michelle Foster, Sandra Johnson, and Nikki LeMotte – "International Safety Conference – October 9-11, 2018 – Carlsbad, CA. The proactive programs discussed in this symposium will give attendees take-aways they can immediately implement to enhance safe culture and climate at their schools. Personnel who deal with school or juvenile related issues are just of the people this conference will bring together for a collaborative effort to Learn from the Past to Protect the Future in school safety.

Fiscal Impact:

$ 6,300.00	Registration
$ 1,498.53	Transportation/Mileage
$ 2,283.18	Substitutes
$ 10,081.71	Total

Various account numbers

Deborah Maya – "School Health Services" – October 18, October 30, November 8, and November 15, 2018 – Costa Mesa, CA. The four-day training will cover the latest information on a wide variety of topics related to the health needs of students.

Fiscal Impact:

$ 125.00	Registration
$ 63.22	Transportation/Mileage
$ 420.00	Substitutes
$ 608.22	Total

Account #0105091012 – 5220 – LBHS - Travel/Conference
Account #0105091012 – 2420 – LBHS - Substitutes

Total Fiscal Impact: **$11,344.51**

Webber/Viloria

Laguna Beach Unified School District

12.d. CONSENT/ACTION **June 26, 2018**

Approval: Interdistrict Attendance Agreements Student(s) From Other Districts

Proposal

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

Background

Board Policy 5035 and Education Code 48204 provide for Interdistrict Attendance Agreements. Because of limited District resources, the Governing Board discourages transfers into the District and will consider approving such transfers only on a case-by-case basis through an Interdistrict Attendance Agreement with another district.

Implications

This proposed action would approve the request of a non-resident student to attend Laguna Beach Unified Schools. The request(s) is/are for the **2018/2019 school year**.

Budget Impact

The budget impact that will occur as a result of this action is approximately $8,500.00 per school year per student. This represents the estimated annual cost per student. The spreadsheet below outlines the number of Interdistrict Transfers into LBUSD for 2016/17 and 2017/18.

Summary of Interdistrict Transfer Agreements In 2018-19 Staff Members				
Requested School	IDT's In - 2016/17	IDT's In - 2017/18	IDT's In 2018/19 (to date)	2018/19 Estimated Cost ($8500 per student)
LBHS	6	5	6	$51,000
TMS	10	6	5	$42,500
TOW/ELM	34	27	30	$255,000
Total	50	38	41	$348,500

Recommended Action

Staff recommends the Board of Education approve the following request(s) for Interdistrict Attendance Agreements.

Student FN, LI	Grade	LBUSD School	District of Residence	Transfer Reason
Mia A.	10	LBHS	SVUSD	1

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

Kernan/Odipo/Viloria

12.e. CONSENT/ACTION **June 26, 2018**

Approval: Acceptance of Gifts – Checks Totaling $450.00

Proposal

Staff proposes the Board of Education accept the following gifts to the District – checks totaling $450.00.

Background

After acceptance by the Board of Education, a letter of thanks and acknowledgement will be mailed to the donors.

Recommended Action

Staff recommends the Board of Education accept the following gifts, as presented:

Type of Gift	Donor	Amount/Gift	Disposition
Check	Best Contracting Services	$150.00	End of Year Staff BBQ
Check	SchoolsFirst Federal Credit Union	$300.00	End of Year Staff BBQ
Total		**$450.00**	

Holloway/Dixon/Viloria

Laguna Beach Unified School District

12.f. ACTION **June 26, 2018**

Approval: Agreements for Contracted Services-Special Education

Proposal

Staff proposes the Board of Education approve the attached list of contracts required to secure necessary services for special education students.

Background

Approval by the Board of Education will provide needed services for eligible special education students that cannot presently be provided by District staff. Approval will maintain District compliance with Education Codes.

Budget Impact

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

Recommended Action

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

White/Odipo/Viloria

Laguna Beach Unified School District

Agreements for Contracted Services – June 26, 2018

Contractor	Description of Services	Term	Funding	Cost
Independent Contract Orange County Therapy Services, Inc.	Occupational & Physical Therapy for special education student	07/01/18-06/30/19	Outside Agency 0104632900-5855-$ 25,000 0104632900-5100-$160.000 0104632900-5886-$ 25,000	$210,000
Parent Reimbursement/Legal	Reimbursement per settlement agreement for educational placement for a special education student	07/01/18-06/30/19	Parent Reimbursement/Legal 0104632900-5878	$ 22,000
Parent Reimbursement/Legal	Reimbursement per settlement agreement for educational placement for a special education student	07/01/18-06/30/19	Parent Reimbursement/Legal	$ 43,500
Individual Contract Ocean View School	Non Public Day School Tuition for a special education student	07/01/18-12/20/18	Non-Public School 0104072000-5878	$ 16,773
Independent Contract Jennifer Toney Speech Pathology	Speech & Language Services for special education students	07/01/18-06/30/19	Outside Agency 0104632900-5887	$ 97,920
Independent Contract New Haven Youth & Family Services	Community based services to include therapy, behavioral specialist, crisis management, case management (WRAP) for up to 3 special education students	07/01/18-06/30/19	Outside Agency 0104132750-5889	$ 66,000
Independent Contract Seneca Family of Agencies	Psychotherapeutic services, counseling, transition (WRAP) for one special education student	07/01/18-06/30/19	Outside Agency 0104132750-5889	$ 14,400
Independent Contract OC SLLC, Inc.	Intervention to assist special education student with decoding weaknesses	06/25/18-07/27/18	Outside Agency 0104632900-5889	$ 950
Independent Contract OC SLLC, Inc.	Intervention to assist with special education student with decoding weaknesses	06/25/18-07/27/18	Outside Agency 0104632900-5889	$ 3,800

Independent Contract PT for Kids	Physical Therapy for a special education student	06/25/18-07/20/18	Outside Agency 0104632900-5886	$ 360
Parent Reimbursement/Legal	Reimbursement per settlement agreement for educational placement for a special education student	07/01/18-06/30/19	Parent Reimbursement/Legal 0104632900-5878	$ 41,135
Independent Contract The LaunchPad Therapy for Kids	Occupational Therapy for special education students	07/01/18-06/30/19	Outside Agency 0104632900-5855	$ 40,000

Laguna Beach Unified School District

12.g. CONSENT/ACTION **June 26, 2018**

Approval: Agreements and Contracts – Technology Services

Proposal

Staff proposes the Board of Education approve the attached list of contracts required to secure necessary technology and services for Technology Services.

Background

Approval by the Board of Education will provide needed technology and services for the Students, Teachers and staff.

Budget Impact

The expenses associated with the attached contracts are included in current and proposed Technology Services budgets.

Recommended Action

Staff recommends the Board of Education authorize the following contracts.

Schoenfeld/Morrison/Viloria

Laguna Beach Unified School District

Contracts/Licenses – June 26, 2018

Contractor	Description of Services	Term	Funding	Cost
Aeries	Software License/Support Subscription	08/01/18 – 07/31/19 Renew	01134571755805	$20,971.64
Shi	Adobe Creative Cloud	07/01/18 – 06/30/19 Renew	01130171755805	$ 5,600.00
Granicus	Video-publishing for Board Meetings	07/01/18 – 06/30/19 Renew	01134571755805	$ 6,300.00
The DBQ Company	Online access to 3 titles: Mini-Qs in World History 1,2,3 for TMS	07/01/18 – 06/30/19 Renew	01130171755805	$ 1,125.00
CDW	Aruba WiFi	07/01/18 – 06/30/19 Renew	01134571755805	$ 8,246.00

Laguna Beach Unified School District

12.h. CONSENT/ACTION **June 26, 2018**

Approval: **Warrants #394300 Through #394421 In The Amount of $415,896.01**
Dates: 6/04/2018 through 6/12/2018

Proposal

Staff proposes the Board of Education approve/ratify Warrants #394300 through #394299 in the amount of $451,896.01.

Background

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

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

Budget Impact

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

Recommended Action

Staff recommends the Board of Education approve/ratify the warrants in the amount of $415,896.01.

Holloway/Dixon/Viloria

SELECT Check ID's and Numbers: 76@ ; Check Dates: 060418

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00394300	06/04/18	Air-Ex Air Conditionin	HVAC	0105477408	5660	HVAC	825.60
			HVAC	0106477408	5660	HVAC	210.00
			HVAC	0108477408	5660	HVAC	2,147.35
						CHECK TOTAL:	3,182.95
00394301	06/04/18	Audio Resource Group I	MATERIALS & SUPPLIES-INSTRUCT	0102013045	4310	MATERIALS & SUPPLIES-INS	1,975.00
						CHECK TOTAL:	1,975.00
00394302	06/04/18	B & H Photo Video Inc.	MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS	282.09
						CHECK TOTAL:	282.09
00394303	06/04/18	BSN Sport	CONTRACT SERVICES	0106477408	5610	CONTRACT SERVICES	1,395.00
						CHECK TOTAL:	1,395.00
00394304	06/04/18	CALIFORNIA SCHOOLS EMP	JUNE 2018	0102017400	3401	HEALTH & WELFARE, CERTIF	18,848.45
			JUNE 2018	0102397400	3402	HEALTH & WELFARE,CLASSIF	9,283.56
			JUNE 2018	0102397400	5831	CONSULTANTS-OTHER	543.00
			JUNE 2018	0102017400	3401	HEALTH & WELFARE, CERTIF	2,549.06
			JUNE 2018	0102397400	3402	HEALTH & WELFARE,CLASSIF	1,255.51
						CHECK TOTAL:	32,479.58
00394305	06/04/18	CDW GOVERNMENT LLC	EQUIPMENT-NEW	0107011005	4410	EQUIPMENT-NEW	412.73
						CHECK TOTAL:	412.73
00394306	06/04/18	Follett School Solutio	MATERIALS & SUPPLIES-INSTRUCT	0102016300	4310	MATERIALS & SUPPLIES-INS	-27.55
			MATERIALS & SUPPLIES-INSTRUCT	0102016300	4310	MATERIALS & SUPPLIES-INS	-45.15
			MATERIALS & SUPPLIES-INSTRUCT	0102016300	4310	MATERIALS & SUPPLIES-INS	-30.10
			MATERIALS & SUPPLIES-INSTRUCT	0102016300	4310	MATERIALS & SUPPLIES-INS	-45.15
			MATERIALS & SUPPLIES-INSTRUCT	0102016300	4310	MATERIALS & SUPPLIES-INS	-7.77
			MATERIALS & SUPPLIES-INSTRUCT	0102016300	4310	MATERIALS & SUPPLIES-INS	-15.05
			MATERIALS & SUPPLIES-INSTRUCT	0102016300	4310	MATERIALS & SUPPLIES-INS	-49.08
			MATERIALS & SUPPLIES-INSTRUCT	0102016300	4310	MATERIALS & SUPPLIES-INS	-25.96
			MATERIALS & SUPPLIES-INSTRUCT	0102016300	4310	MATERIALS & SUPPLIES-INS	575.39
						CHECK TOTAL:	329.58
00394307	06/04/18	Follett School Solutio	LIBRARY BOOKS	0106054356	4210	LIBRARY BOOKS	-3,001.74
			LIBRARY BOOKS	0106054356	4210	LIBRARY BOOKS	2,888.98
			LIBRARY BOOKS	0106054356	4210	LIBRARY BOOKS	79.98
			LIBRARY BOOKS	0106054356	4210	LIBRARY BOOKS	280.00
						CHECK TOTAL:	247.22
00394308	06/04/18	Ganahl Lumber	MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	26.77
						CHECK TOTAL:	26.77

SELECT Check ID's and Numbers: 76@ ; Check Dates: 060418

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00394309	06/04/18	Hunnicutt, Dawn	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	423.49
			MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	8.33
						CHECK TOTAL:	431.82
00394310	06/04/18	Laguna Beach Water Dis	3/14/18 - 5/14/18	0106477409	5530	WATER - UTILITIES	32.00
						CHECK TOTAL:	32.00
00394311	06/04/18	OCDE	OUTSIDE PRINTING	0109397150	5870	OUTSIDE PRINTING	172.40
						CHECK TOTAL:	172.40
00394312	06/04/18	Office Depot	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	52.68
						CHECK TOTAL:	52.68
00394313	06/04/18	Pacific Sign Center	GENERAL SUPPLIES-NON INSTRUCT	0102477408	4340	GENERAL SUPPLIES-NON INS	114.22
						CHECK TOTAL:	114.22
00394314	06/04/18	Ralphs Grocery Company	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	99.24
						CHECK TOTAL:	99.24
00394315	06/04/18	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	18.31
						CHECK TOTAL:	18.31
00394316	06/04/18	Tangram Interiors	EQUIPMENT-NEW	0113457175	4410	EQUIPMENT-NEW	666.20
						CHECK TOTAL:	666.20
00394317	06/04/18	Valorie Quigley	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	134.06
			MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	50.06
						CHECK TOTAL:	184.12
00394318	06/04/18	MOBILE MODULAR MANAGEM	MAY 2018	2506498410	5620	RENTAL EXPENSE	646.00
						CHECK TOTAL:	646.00
00394319	06/04/18	StorageContainer.com	BUILDING IMPROVEMENTS	4208498675	6230	BUILDING IMPROVEMENTS	71.50
						CHECK TOTAL:	71.50

TOTAL FOR STOCK 76 Laguna Beach's check stock ID 42,819.41

GRAND TOTAL 42,819.41

SELECT Check ID's and Numbers: 76@ ; Check Dates: 060518

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00394320	06/05/18	Aardvark Clay & Suppli	MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS	26.94
						CHECK TOTAL:	26.94
00394321	06/05/18	Anna Tejchman	MISC REPAIR	0106015040	5690	MISC REPAIR	300.00
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	176.56
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	359.76
						CHECK TOTAL:	836.32
00394322	06/05/18	Avalon Tent & Party Re	RENTAL EXPENSE	0107015580	5620	RENTAL EXPENSE	3,035.54
						CHECK TOTAL:	3,035.54
00394323	06/05/18	Barber & Gonzales Cons	CONSULTANTS-OTHER	0101377130	5831	CONSULTANTS-OTHER	6,130.20
						CHECK TOTAL:	6,130.20
00394324	06/05/18	CDW GOVERNMENT LLC	CONTRACT SERVICES	0108495600	5610	CONTRACT SERVICES	239.88
						CHECK TOTAL:	239.88
00394325	06/05/18	Certified Transportati	CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	1,191.44
						CHECK TOTAL:	1,191.44
00394326	06/05/18	Ganahl Lumber	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	629.78
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	19.38
						CHECK TOTAL:	649.16
00394327	06/05/18	Grainger	MATERIALS & SUPPLIES-INSTRUCT	0113015040	4310	MATERIALS & SUPPLIES-INS	121.96
						CHECK TOTAL:	121.96
00394328	06/05/18	Harbottle Law Group	APRIL 2018	0109156100	5835	LEGAL EXPENSE	1,314.60
						CHECK TOTAL:	1,314.60
00394329	06/05/18	HI-TECH Cabling Inc.	CONSULTANTS-COMPUTER SERVICES	0113457175	5832	CONSULTANTS-COMPUTER SER	342.00
						CHECK TOTAL:	342.00
00394330	06/05/18	KRUGER TEAM SPORT	MATERIALS & SUPPLIES-INSTRUCT	0102014342	4310	MATERIALS & SUPPLIES-INS	2,398.52
						CHECK TOTAL:	2,398.52
00394331	06/05/18	Maintex	OTHER CUSTODIAL SUPPLIES	0108477409	4361	OTHER CUSTODIAL SUPPLIES	34.44
			OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	25.35
			OTHER CUSTODIAL SUPPLIES	0108477409	4361	OTHER CUSTODIAL SUPPLIES	121.76
						CHECK TOTAL:	181.55
00394332	06/05/18		PARENT REIMBURSEMENT (LEGAL)	0104632900	5878	PARENT REIMBURSEMENT (LE	50,000.00
						CHECK TOTAL:	50,000.00

SELECT Check ID's and Numbers: 76@ ; Check Dates: 060518

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00394333	06/05/18	OCDE	OUTSIDE PRINTING	0109397150	5870	OUTSIDE PRINTING	21.55
						CHECK TOTAL:	21.55
00394334	06/05/18	Paul Matheson	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	200.00
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	200.00
						CHECK TOTAL:	400.00
00394335	06/05/18		APRIL 2018	0104602150	5877	PRESCHOOL TUITION	195.00
						CHECK TOTAL:	195.00
00394336	06/05/18	Southern California Ed	JUNE 2018	0107477409	5520	LIGHT & POWER	24.95
			JUNE 2018	0105477409	5520	LIGHT & POWER	8,416.61
			JUNE 2018	0102477409	5520	LIGHT & POWER	2,029.86
			JUNE 2018	0106477409	5520	LIGHT & POWER	6,674.19
						CHECK TOTAL:	17,145.61
00394337	06/05/18	UC Regents	CONSULTANTS-INSTRUCTIONAL	0102015380	5830	CONSULTANTS-INSTRUCTIONA	13,300.00
						CHECK TOTAL:	13,300.00
00394338	06/05/18	Waste Management of OC	JUNE 2018	0108477409	5540	TRASH - UTILITIES	366.46
			JUNE 2018	0102477409	5540	TRASH - UTILITIES	227.98
			JUNE 2018	0106477409	5540	TRASH - UTILITIES	466.15
			JUNE 2018	0107477409	5540	TRASH - UTILITIES	436.85
			JUNE 2018	0105477409	5540	TRASH - UTILITIES	1,339.54
			5/4/18	0105477409	5540	TRASH - UTILITIES	183.63
						CHECK TOTAL:	3,020.61
00394339	06/05/18	Whitney High School	MISC OUTSIDE VENDOR	0105015590	5860	MISC OUTSIDE VENDOR	1,625.00
						CHECK TOTAL:	1,625.00
00394340	06/05/18		APRIL 2018	0104602150	5877	PRESCHOOL TUITION	210.00
						CHECK TOTAL:	210.00

TOTAL FOR STOCK 76 Laguna Beach's check stock ID 102,385.88

GRAND TOTAL 102,385.88

SELECT Check ID's and Numbers: 76@ ; Check Dates: 060618

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00394341	06/06/18	BERTRAND'S HORN IMPROV	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	376.49
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	213.16
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	293.10
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	89.72
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	263.32
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	146.84
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	80.80
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	116.15
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	47.37
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	40.19
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	212.02
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	95.36
						CHECK TOTAL:	1,974.52
00394342	06/06/18	Demco	GENERAL SUPPLIES-NON INSTRUCT	0106091008	4340	GENERAL SUPPLIES-NON INS	311.46
						CHECK TOTAL:	311.46
00394343	06/06/18	KYA SERVICES LLC	FLOOR COVERING	0105477408	5604	FLOOR COVERING	944.99
						CHECK TOTAL:	944.99
00394344	06/06/18	OCDE	OTHER LOCAL AGENCY FEES	0113457175	5852	OTHER LOCAL AGENCY FEES	1,500.00
						CHECK TOTAL:	1,500.00
00394345	06/06/18	Office Depot	PRINTERS <$250 & INK/SUPPLIES	0109397150	4322	PRINTERS <$250 & INK/SUP	212.26
			GENERAL SUPPLIES-NON INSTRUCT	0104644575	4340	GENERAL SUPPLIES-NON INS	42.00
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	142.46
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	178.69
			GENERAL SUPPLIES-NON INSTRUCT	0102172850	4340	GENERAL SUPPLIES-NON INS	119.59
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	212.96
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	9.23
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	6.67
			GENERAL SUPPLIES-NON INSTRUCT	0102172850	4340	GENERAL SUPPLIES-NON INS	179.93
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	44.71
						CHECK TOTAL:	1,148.50
00394346	06/06/18	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	33.90
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	13.61
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	68.21
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	59.20
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	96.15
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	40.60
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	37.32
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	5.76
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	36.76

SELECT Check ID's and Numbers: 76@ ; Check Dates: 060618

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	211.81
						CHECK TOTAL:	603.32
			TOTAL FOR STOCK 76 Laguna Beach's check stock ID				6,482.79
			GRAND TOTAL				6,482.79

SELECT Check ID's and Numbers: 76@ ; Check Dates: 060818

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00394347	06/08/18	A-Z Office Resource In	MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	476.77
						CHECK TOTAL:	476.77
00394348	06/08/18	Andy Gump Inc.	RENTAL EXPENSE	0110397140	5620	RENTAL EXPENSE	160.55
						CHECK TOTAL:	160.55
00394349	06/08/18		MAY 2018	0104602150	5877	PRESCHOOL TUITION	940.00
						CHECK TOTAL:	940.00
00394350	06/08/18	Beth Sand	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	13.69
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	296.73
						CHECK TOTAL:	310.42
00394351	06/08/18	BLICK ART MATERIALS	MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS	55.76
						CHECK TOTAL:	55.76
00394352	06/08/18	Boys & Girls Club of L	MISC OUTSIDE VENDOR	0109156100	5860	MISC OUTSIDE VENDOR	16,200.00
						CHECK TOTAL:	16,200.00
00394353	06/08/18	Cama Stevens	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	59.92
			MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	260.60
						CHECK TOTAL:	320.52
00394354	06/08/18	CARE Youth Corporation	MAY 2018	0104632210	5875	TUITION	6,820.00
			MAY 2018	0104632210	5898	AB3632 ROOM & BOARD	3,300.00
			MAY 2018	0104632210	5889	OTHER THERAPY	2,294.00
						CHECK TOTAL:	12,414.00
00394355	06/08/18	CASC	TRAVEL & CONFERENCE	0102015380	5220	TRAVEL & CONFERENCE	435.00
						CHECK TOTAL:	435.00
00394356	06/08/18	COAST TO COAST COMPUTE	PRINTERS <$250 & INK/SUPPLIES	0105015040	4322	PRINTERS <$250 & INK/SUP	1,208.64
						CHECK TOTAL:	1,208.64
00394357	06/08/18	Cox Communications	JUNE 2018	0113457175	5940	INTERNET CONNECTIVITY	161.37
						CHECK TOTAL:	161.37
00394358	06/08/18	Durham School Services	JANUARY 2018	0108011005	5855	CHARTER BUS-HOME TO SCHO	473.96
			JANUARY 2018	0108015600	5855	CHARTER BUS-HOME TO SCHO	473.95
			MARCH 2018	0108011005	5855	CHARTER BUS-HOME TO SCHO	524.20
			MARCH 2018	0108015600	5855	CHARTER BUS-HOME TO SCHO	524.20
			APRIL 2018	0107011005	5855	CHARTER BUS-HOME TO SCHO	1,422.50
			5/21 - DISNEYLAND	0102014342	5865	CHARTER BUS-ATHLETIC/FIE	379.52
						CHECK TOTAL:	3,798.33

SELECT Check ID's and Numbers: 76@ ; Check Dates: 060818

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00394359	06/08/18		JUNE 2018	0104632900	5878	PARENT REIMBURSEMENT (LE	2,660.00
			MILEAGE - MAY 2018	0104256700	5880	TRANSPORTATION-IN LIEU	400.64
						CHECK TOTAL:	3,060.64
00394360	06/08/18	Grainger	MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	224.98
						CHECK TOTAL:	224.98
00394361	06/08/18	Granicus Inc.	ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	6,000.00
						CHECK TOTAL:	6,000.00
00394362	06/08/18	Holtz, Alexandra	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	313.02
						CHECK TOTAL:	313.02
00394363	06/08/18	Home Depot	MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	120.24
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	235.61
						CHECK TOTAL:	355.85
00394364	06/08/18	JENNIFER TONEY SPEECH	MAY 2018	0104632900	5887	SPEECH THERAPY	6,545.00
						CHECK TOTAL:	6,545.00
00394365	06/08/18	Laguna Graphic Arts In	MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	323.43
						CHECK TOTAL:	323.43
00394366	06/08/18	Mardan Center of Educa	MAY 2018	0104632210	5100	SUBAGREEMENTS FOR SERVIC	6,591.18
			MAY 2018 - SPEECH	0104632210	5100	SUBAGREEMENTS FOR SERVIC	240.00
						CHECK TOTAL:	6,831.18
00394367	06/08/18	McGill, Loryn Rachel	MAY 2018	0104632900	5887	SPEECH THERAPY	875.00
						CHECK TOTAL:	875.00
00394368	06/08/18	Michelle Martinez	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	65.76
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	5.98
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	200.00
						CHECK TOTAL:	271.74
00394369	06/08/18	NICOLE MILLER & ASSOCI	CONSULTANTS-OTHER	0109156100	5831	CONSULTANTS-OTHER	2,946.90
						CHECK TOTAL:	2,946.90
00394370	06/08/18	Ocean View School	MAY 2018	0104632210	5100	SUBAGREEMENTS FOR SERVIC	16,361.66
			MAY 2018	0104632210	5875	TUITION	8,141.46
						CHECK TOTAL:	24,503.12
00394371	06/08/18	Orange County Therapy	MAY 2018	0104632900	5100	SUBAGREEMENTS FOR SERVIC	20,124.00

SELECT Check ID's and Numbers: 76@ ; Check Dates: 060818

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			MAY 2018	0104632900	5100	SUBAGREEMENTS FOR SERVIC	3,850.00
			MAY 2018	0104632900	5886	PHYSICAL THERAPY	1,290.00
						CHECK TOTAL:	25,264.00
00394372	06/08/18	Patti Rabun	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	392.08
						CHECK TOTAL:	392.08
00394373	06/08/18	Pearson Assessments	TESTS/SCORING	0104613150	4330	TESTS/SCORING	490.27
						CHECK TOTAL:	490.27
00394374	06/08/18		MILEAGE - APRIL 2018	0104256700	5880	TRANSPORTATION-IN LIEU	226.72
			MILEAGE - MAY 2018	0104256700	5880	TRANSPORTATION-IN LIEU	283.40
						CHECK TOTAL:	510.12
00394375	06/08/18		MAY 2018	0104602150	5877	PRESCHOOL TUITION	945.00
						CHECK TOTAL:	945.00
00394376	06/08/18	Satellite Phone Store	MOBILE COMMUNICATIONS	0113395980	5930	MOBILE COMMUNICATIONS	2,337.99
						CHECK TOTAL:	2,337.99
00394377	06/08/18	SLR Transportation	CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	600.00
						CHECK TOTAL:	600.00
00394378	06/08/18	The LaunchPad Therapy	MAY 2018	0104632900	5885	OCCUPATIONAL THERAPY	4,122.50
						CHECK TOTAL:	4,122.50
00394379	06/08/18	Verizon Wireless LA	MAY 2018	0113457175	5930	MOBILE COMMUNICATIONS	2,240.09
						CHECK TOTAL:	2,240.09
00394380	06/08/18	Wenger	EQUIPMENT-NEW	0102011190	4410	EQUIPMENT-NEW	965.44
						CHECK TOTAL:	965.44
00394381	06/08/18	William V MacGill & Co	GENERAL SUPPLIES-NON INSTRUCT	0107171005	4340	GENERAL SUPPLIES-NON INS	158.73
						CHECK TOTAL:	158.73

TOTAL FOR STOCK 76 Laguna Beach's check stock ID 126,758.44

GRAND TOTAL 126,758.44

SELECT Check ID's and Numbers: 76@ ; Check Dates: 061118

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00394382	06/11/18	Burnham Benefits Insur	CONSULTANTS-OTHER	0102397400	5831	CONSULTANTS-OTHER	5,000.00
						CHECK TOTAL:	5,000.00
00394383	06/11/18	Charles Doherty Concre	OTHER MAINTENANCE SERVICES	0105477408	5692	OTHER MAINTENANCE SERVIC	10,310.00
						CHECK TOTAL:	10,310.00
00394384	06/11/18	College Board AP WRO	TESTS/SCORING	0105015350	4330	TESTS/SCORING	59,235.00
						CHECK TOTAL:	59,235.00
00394385	06/11/18	Flinn Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	252.37
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	50.86
						CHECK TOTAL:	303.23
00394386	06/11/18	Ganahl Lumber	MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	161.55
						CHECK TOTAL:	161.55
00394387	06/11/18	OC Register	ADVERTISING	0102477408	5815	ADVERTISING	269.32
						CHECK TOTAL:	269.32
00394388	06/11/18	Office Depot	GENERAL SUPPLIES-NON INSTRUCT	0109397150	4340	GENERAL SUPPLIES-NON INS	26.19
						CHECK TOTAL:	26.19
00394389	06/11/18	PITNEY BOWES GLOBAL FI	3/30/2018 - 6/29/2018	0105091012	5620	RENTAL EXPENSE	382.50
						CHECK TOTAL:	382.50
00394390	06/11/18	PT FOR KIDS	MAY 2018	0104632900	5886	PHYSICAL THERAPY	2,407.50
						CHECK TOTAL:	2,407.50
00394391	06/11/18	SECURE LIVE SCAN	MAY 2018	0110397140	5845	FINGER PRINTING	60.00
						CHECK TOTAL:	60.00
00394392	06/11/18	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	8.23
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	21.05
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	17.72
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	25.03
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	179.01
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	303.54
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	129.27
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	109.14
			MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	179.45
			MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	7.29
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	84.40
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	188.42
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	6.72

SELECT Check ID's and Numbers: 76@ ; Check Dates: 061118

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	1.47
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	24.20
			COPIER PAPER	0105011012	4312	COPIER PAPER	1,334.38
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	25.64
						CHECK TOTAL:	2,644.96
00394393	06/11/18	Stater Bros. Markets	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	36.87
						CHECK TOTAL:	36.87
			TOTAL FOR STOCK 76 Laguna Beach's check stock ID				80,837.12
			GRAND TOTAL				80,837.12

SELECT Check ID's and Numbers: 76@ ; Check Dates: 061218

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00394394	06/12/18	All American Trophy &	GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	64.68
						CHECK TOTAL:	64.68
00394395	06/12/18	ALL CITY MANAGEMENT SE	5/6/18 - 5/19/18	0106098040	5860	MISC OUTSIDE VENDOR	183.96
						CHECK TOTAL:	183.96
00394396	06/12/18	ANCHOR ELECTRIC	ELECTRICAL REPAIRS	0107477408	5661	ELECTRICAL REPAIRS	270.00
			ELECTRICAL REPAIRS	0108477408	5661	ELECTRICAL REPAIRS	584.00
						CHECK TOTAL:	854.00
00394397	06/12/18	AT&T	MAY 2018	0107477409	5920	TELEPHONE SERVICE	33.99
						CHECK TOTAL:	33.99
00394398	06/12/18	Charles Doherty Concre	OTHER MAINTENANCE SERVICES	0105477408	5692	OTHER MAINTENANCE SERVIC	14,000.00
						CHECK TOTAL:	14,000.00
00394399	06/12/18	Cindy Cottier	APRIL 2018	0104192430	5895	OUTSIDE ASSESSMENT FEES	950.00
						CHECK TOTAL:	950.00
00394400	06/12/18	Cortez-Redard, Ivonne	MILEAGE - MAY 2018	0102013045	5210	MILEAGE REIMBURSEMENT	80.88
						CHECK TOTAL:	80.88
00394401	06/12/18	First Student Inc.	CHARTER BUS-ATHLETIC/FIELD TRP	0105311012	5865	CHARTER BUS-ATHLETIC/FIE	909.77
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	4,685.36
			CHARTER BUS-ATHLETIC/FIELD TRP	0105015590	5865	CHARTER BUS-ATHLETIC/FIE	1,700.80
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	2,325.95
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	1,870.05
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	3,389.21
						CHECK TOTAL:	14,881.14
00394402	06/12/18	Houghton Mifflin Harco	TESTS/SCORING	0104613150	4330	TESTS/SCORING	149.41
						CHECK TOTAL:	149.41
00394403	06/12/18	Laguna Beach Water Dis	3/27/18 - 5/29/18	0108477409	5530	WATER - UTILITIES	5,729.64
						CHECK TOTAL:	5,729.64
00394404	06/12/18	Margaretich, Kathleen	MATERIALS & SUPPLIES-INSTRUCT	0107011020	4310	MATERIALS & SUPPLIES-INS	15.90
			MATERIALS & SUPPLIES-INSTRUCT	0107011020	4310	MATERIALS & SUPPLIES-INS	22.38
						CHECK TOTAL:	38.28
00394405	06/12/18	Pitney Bowes	3/24/18 - 6/23/18	0106091008	5910	POSTAGE/DELIVERY	189.39
						CHECK TOTAL:	189.39
00394406	06/12/18	PLAE	FLOOR COVERING	0105477408	5604	FLOOR COVERING	520.00

SELECT Check ID's and Numbers: 76@ ; Check Dates: 061218

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FLOOR COVERING	0105477408	5604	FLOOR COVERING	2,544.00
						CHECK TOTAL:	3,064.00
00394407	06/12/18	Saddleback Golf Cars	VEHICLE REPAIR	0108477408	5640	VEHICLE REPAIR	46.75
			VEHICLE REPAIR	0108477408	5640	VEHICLE REPAIR	386.65
						CHECK TOTAL:	433.40
00394408	06/12/18	Southern Calif Gas Co.	MAY 2018	0106477409	5510	UTILITIES - HEAT	219.57
			MAY 2018	0105477409	5510	UTILITIES - HEAT	203.79
			MAY 2018	0105477409	5510	UTILITIES - HEAT	18.25
			MAY 2018	0108477409	5510	UTILITIES - HEAT	129.57
			MAY 2018	0102477409	5510	UTILITIES - HEAT	25.15
			MAY 2018	0105477409	5510	UTILITIES - HEAT	159.78
						CHECK TOTAL:	756.11
00394409	06/12/18	Southwest Binding & La	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	179.02
						CHECK TOTAL:	179.02
00394410	06/12/18	Sparkletts	MISC OUTSIDE VENDOR	0102397400	5860	MISC OUTSIDE VENDOR	267.89
						CHECK TOTAL:	267.89
00394411	06/12/18	The LifeTrends Group T	RISK MANAGEMENT	0102477408	5670	RISK MANAGEMENT	1,710.00
						CHECK TOTAL:	1,710.00
00394412	06/12/18	TOTAL RECALL CAPTIONIN	MISC OUTSIDE VENDOR	0104622510	5860	MISC OUTSIDE VENDOR	3,412.50
						CHECK TOTAL:	3,412.50
00394413	06/12/18	Gold Star Foods	FOOD	1302277426	4700	FOOD	191.85
			FOOD	1302277426	4700	FOOD	12.71
			FOOD	1302277426	4700	FOOD	191.49
			FOOD	1302277426	4700	FOOD	12.71
			FOOD	1302277426	4700	FOOD	391.96
			FOOD	1302277426	4700	FOOD	69.88
			FOOD	1302277426	4700	FOOD	44.48
			FOOD	1302277426	4700	FOOD	66.01
			FOOD	1302277426	4700	FOOD	309.78
			FOOD	1302277426	4700	FOOD	25.42
						CHECK TOTAL:	1,316.29
00394414	06/12/18	Hollandia Dairy Inc	FOOD	1302277426	4700	FOOD	83.98
			FOOD	1302277426	4700	FOOD	103.36
			FOOD	1302277426	4700	FOOD	122.37
			FOOD	1302277426	4700	FOOD	125.34
						CHECK TOTAL:	435.05

SELECT Check ID's and Numbers: 76@ ; Check Dates: 061218

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00394415	06/12/18	Mandarin King	FOOD	1302277426	4700	FOOD	200.00
			FOOD	1302277426	4700	FOOD	240.00
						CHECK TOTAL:	440.00
00394416	06/12/18	P & R Paper Supply Co	GENERAL SUPPLIES-NON INSTRUCT	1302277426	4340	GENERAL SUPPLIES-NON INS	922.34
						CHECK TOTAL:	922.34
00394417	06/12/18	State of CA Nutrition	FOOD	1302277426	4700	FOOD	468.00
						CHECK TOTAL:	468.00
00394418	06/12/18	SUNRISE PRODUCE	FOOD	1302277426	4700	FOOD	12.00
			FOOD	1302277426	4700	FOOD	70.41
			FOOD	1302277426	4700	FOOD	62.58
						CHECK TOTAL:	144.99
00394419	06/12/18	Sysco Food Service of	FOOD	1302277426	4700	FOOD	136.11
			FOOD	1302277426	4700	FOOD	22.76
			FOOD	1302277426	4700	FOOD	162.98
			FOOD	1302277426	4700	FOOD	148.08
			FOOD	1302277426	4700	FOOD	104.34
			FOOD	1302277426	4700	FOOD	38.76
			FOOD	1302277426	4700	FOOD	15.28
			FOOD	1302277426	4700	FOOD	76.40
			FOOD	1302277426	4700	FOOD	219.56
						CHECK TOTAL:	924.27
00394420	06/12/18	Ruhnau Clarke Architec	ARCHITECTURAL DESIGN FEES	2505498410	6220	ARCHITECTURAL DESIGN FEE	940.00
						CHECK TOTAL:	940.00
00394421	06/12/18	Ruhnau Clarke Architec	SOFT COSTS - OTHER (SPECIFY)	4205498650	6282	SOFT COSTS - OTHER (SPEC	3,233.14
			SOFT COSTS - OTHER (SPECIFY)	4205498650	6282	SOFT COSTS - OTHER (SPEC	810.00
						CHECK TOTAL:	4,043.14

TOTAL FOR STOCK 76 Laguna Beach's check stock ID 56,612.37

GRAND TOTAL 56,612.37

Laguna Beach Unified School District

12.i. CONSENT/ACTION **June 26, 2018**

Approval: **Ratification of Certificated Payroll 11A in the Amount of $2,233,490.91**
Ratification of Classified Payroll 11B in the Amount of $832,870.45
Ratification of Classified Payroll 11C in the Amount of $44,901.90

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 $2,233,490.91; and,
2. Classified Payroll 11B in the amount of $832,870.45; and,
3. Certificated Payroll 11C in the amount of $44,901.90 for the month of May 2018 totaling $3,111,263.26.

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 $2,233,490.91; and,
2. Classified Payroll 11B in the amount of $832,870.45; and,
3. Certificated Payroll 11C in the amount of $44,901.90 for the month of May 2018 totaling $3,111,263.26.

Holloway/Dixon/Viloria

Laguna Beach Unified School District

12.j. CONSENT/ACTION **June 26, 2018**

Approval: Mandated Block Grant Funding for 2018-2019

Proposal

Staff proposes the Board of Education authorize the selection of Mandated Block Grant Funding for 2018-2019.

Background

Pursuant to Government Code (GC) Section 17581.6(d), the State has authorized school districts to receive per pupil funding instead of submitting reimbursement claims for each mandate. Funding distributed pursuant to this section is in lieu of receiving mandated cost reimbursement (GC Section 19760). To simplify the decision and provide an incentive, the option comes with the following conditions:

- The option is an annual election, whereby the District can return to an actual claim in future years.
- The mandate for Graduation Requirements (second year of science) was added to the block grant for 2012-13.
- The mandate for Behavioral Intervention Plans is not included in the per pupil amount option. Separate claims may be filed for this mandate.
- The option does not eliminate the outstanding liability for prior claims filed.
- The funding will not be subject to the "fair share" for basic aid districts.
- There are no new audit requirements and the amount will not be offset by past audit findings.

In its simplest form, this is a long overdue solution to mandated funding. By selecting the block grant, the District will receive $31.16 per ADA for grades K-8 and $59.83 per ADA for grades 9-12. This amounts to approximately $115,846 for our District.

Budget Impact

The Mandated Block Grant selection will provide an estimated $115,846 in General Fund revenue. Unlike the previous and unreliable funding process for mandated cost claims, the new per pupil allocation is funded in the State budget.

Recommended Action

Staff recommends the Board of Education authorize the selection of Mandated Block Grant Funding for 2018-19.

Dixon/Viloria

Laguna Beach Unified School District

12.k. CONSENT/ACTION **June 26, 2018**

Approval: Continuance of Current Meal Prices for the Nutrition Services Program for 2018-2019

Proposal

Staff proposes the Board of Education approve continuance of current meal prices for the Nutrition Services program for 2018-2019.

Background

The District has maintained current pricing for the last few years. Previous increases to lunch pricing above four dollars per meal had a negative impact on participation.

The current and proposed prices would be as follows:

Meal Prices	2017-2018	2018-2019
Breakfast	$2.90	$2.90
Lunch	$3.90	$3.90
Adult Meal Breakfast	$3.40	$3.40
Adult Meal Lunch	$4.40	$4.40

Participants in the Nutrition Services program will continue to be entitled to apply for Free or Reduced pricing established by State and Federal guidelines.

Budget Impact

Approval of this item would maintain the existing prices. Consequently, revenue is also projected at prior year level.

Recommended Action

Staff recommends the Board of Education approve continuance of current meal prices for the Nutrition Services program for 2018-2019.

Appel/Dixon/Viloria

12.1. CONSENT/ACTION **June 26, 2018**

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 $54,295
Estimated per pupil excess cost for transportation is $12,774

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.

White/Odipo/Viloria

Memorandum of Understanding Between

The Orange County Superintendent of Schools

And

"Laguna Beach Unified School District"

2018-2019

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 requiring intensive educational services, including a regional deaf and hard of hearing program.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2018, and ending June 30, 2019.

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

as well as schedule a visitation with the parent. OCDE referral packets are available on-line at http://www.ocde.us/sped/Pages/default.aspx.

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. OCDE shall maintain and provide special education programs for District pupils during the 2018-2019 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.

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 participating in 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, if known. 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, 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. <u>Pupil Count</u>

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, 2018 through June 1, 2019. 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 2018-2019 will be based on actual information for 2017-2018 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 2018-2019

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 be duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the Unities 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: **Dennis Roberson**
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, Director
Special Education
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]

BY: _____
(Authorized Agent)

DATE: _____

_____
DISTRICT - [NAME]

BY: _____
(Authorized Agent)

DATE: _____

DATE APPROVED BY COUNTY SUPERINTENDENT OR DISTRICT BOARD:

_____

cc: SELPA

APPROVED AS TO FORM:
DATE: 5/14/18
LYSA M. SALTZMAN, COUNSEL
ORANGE COUNTY DEPARTMENT OF EDUCATION
BY _____ ATTORNEY

Orange County Department of Education
Special Schools Program

2018-19 Adopted Budget 2017-18 proj average enrollment 410 2017-18 average year-to-date 391.7 2018-19 proj average enrollment 400	Object Code	2016-17 Actuals	2017-18 Adopted Budget	2017-18 Estimated Actuals	2018-19 Adopted Budget
Restricted Fund Balance Low Incidence	9791	184,973	169,473	184,878	170,378
Reserve for Economic Uncertainty	9791	946,973	904,802	901,036	904,689
Total Beginning Balance	9791	**1,131,946**	**1,074,275**	**1,085,913**	**1,075,067**
Revenue					
Prin Apport State Aid-Prior Year	8019				
AB602 Allocation	8097	1,595,410	1,587,528	1,582,460	1,582,126
AB602 Allocation		**1,595,410**	**1,587,528**	**1,582,460**	**1,582,126**
Prior Year Apportionment	8319	(2,554)		-	-
Other State Revenue		***(2,554)***	-	-	-
Interagency Fees Bill Back to Districts	8677	19,466,213	21,100,333	19,820,071	21,717,904
Interagency Fees Special Circumstance Aids	8677	4,758,022	4,807,245	4,740,924	5,231,816
Interagency Fees - Contracts	8677	137,729	100,000	100,000	100,000
Registration & Misc. Fee	8689	5,550	5,550	3,850	-
Other Local Revenue/EE contract	8699	7,160	9,091	7,644	-
Other Revenue/Tuition	8710	3,435,589	3,506,789	3,499,895	3,748,839
Tuition - Prior Year	8711	(63,056)		-	-
Other Local Revenue		**27,747,208**	**29,529,008**	**28,172,384**	**30,798,559**
Contribution from Unrestricted	8980		318,333		-
Contribution for Indirect	8981	500,021	535,830	505,365	542,134
Contribution frm Special Ed/absence factor	8986	441,951	441,951	441,951	441,951
Contribution from Restricted	8990	77,352	117,227	39,449	23,718
Contribution to Restricted Routine Maint.	8991	(208,837)	(369,775)	(419,318)	(419,318)
Contribution to Food Services	8992	(162,054)	(184,041)	(174,799)	(190,169)
Contribution to Special Ed	8993				
Total Contributions		**648,433**	**859,525**	**392,648**	**398,316**
Total Revenue		***31,120,442***	***33,050,336***	***31,233,406***	***33,854,068***

Orange County Department of Education
Special Schools Program

Expenditures					
Teachers Salaries	1100	5,930,746	5,722,087	5,415,705	5,624,786
Pupil Support Salaries	1200	1,361,995	1,126,975	1,150,057	1,146,745
Supervisor/Administrators	1300	936,448	1,170,367	1,114,706	1,219,843
Other Certificated	1900	1,252,058	1,312,485	1,310,911	1,305,620
Total Certificated		**9,481,246**	**9,331,914**	**8,991,379**	**9,296,994**
Instructional Assistants	2100	7,310,610	7,517,760	7,486,869	7,817,713
Classified Support Salaries	2200	703,861	721,248	722,481	729,144
Supervisors/Managers	2300	532,161	524,679	544,753	534,130
Clerical/Technical	2400	722,017	741,170	797,152	791,165
Short term Sub	2900	22,759	25,150	2,688	2,494
Total Classified		**9,291,408**	**9,530,007**	**9,553,943**	**9,874,646**
STRS/PERS	3100-3200	2,371,965	2,632,592	2,585,614	2,986,198
Medicare and PARS	3300	268,038	277,962	281,504	282,197
Health and Welfare	3400	4,492,258	4,634,799	4,416,714	4,868,955
Unemployment	3500	9,341	9,440	9,561	9,645
Worker's Comp	3600	253,677	318,134	324,457	327,526
PERS Reduction	3800		-	-	
Life Insurance/Other	3900	35,057	30,862	37,904	38,455
Total Benefits		**7,430,337**	**7,903,789**	**7,655,754**	**8,512,976**
Textbooks	4100		200	-	1,500
Other Books	4200	91	580	580	580
Materials and Supplies	4300	140,284	1,136,879	276,283	1,081,473
NonCapitalized Equipment	4400	33,315	40,152	42,637	50,898
Total Books and Supplies		**173,690**	**1,177,811**	**319,500**	**1,134,451**
Travel and Conference	5200	123,006	121,534	118,243	119,549
Dues and Membership	5300	124	1,080	1,080	1,080
Utilities	5500	162,660	201,570	207,711	219,811
Rents/Leases/Repairs	5640	365,767	378,112	363,002	303,002
Repairs/Maintenance	5600	38,208	70,811	63,519	61,840
Transfer of Direct Costs	5700	43,391	44,707	44,655	43,805
Professional/Consulting Services	5800	281,748	360,307	244,540	318,799
Communications	5900	82,431	89,252	83,964	84,753
Total		**1,097,336**	**1,267,373**	**1,066,714**	**1,152,639**
Improvement on Sites	6100				
Buildings	6200		-		
Capitalized Equipment	6400/6500		-		
Total			-		
Support Costs	7340	2,060,490	2,189,546	2,065,624	2,203,820
Support Contributions	7341	500,021	535,830	505,365	542,134
Total Support		**2,560,511**	**2,725,376**	**2,570,989**	**2,745,954**
Total Expenditures		***30,034,528***	***31,936,270***	***30,158,279***	***32,717,660***
Restricted Fund Balance Low Incidence	9780/9740	184,878	155,978	170,378	154,878
Reserve for Economic Uncertainty	9780/9740	901,036	958,088	904,748	981,530
Ending Fund Balance		**1,085,914**	**1,114,067**	**1,075,126**	**1,136,408**
Total Bill Back		19,466,213	21,100,333	19,820,071	21,717,904
Average Enrollment		403.97	410	391.7	400
Estimated Bill Back per Pupil		48,187	51,464		54,295

		2018-2019
1. Average number of pupils transported		246
2. Maximum number of billable days		202
3. Classified Salaries	$	109,348
4. Employee Benefits	$	37,501
5. Supplies	$	50
6. Travel/Conferences/Dues/Memberships	$	-
7. Other Expenses	$	50
8. Contracts with Private Contractors (5100)	$	4,595,000
9. Payments to Private Carriers (5830)	$	25,000
10. Other Services/Operating Expenses	$	-
11. Equipment/Replacement	$	-
12. Therapy Transportation	$	-
Subtotal Direct Costs	$	4,595,000
13. Direct Support costs	$	171,949
14. Total Direct/Direct Support Costs		3.74%
15. Indirect Support Costs @ 1%	$	1,719
16. Total Transportation Cost Allocation	$	4,768,668
17. State Transportation Entitlement	$	1,626,235
Projected Reduction		
18. Beginning Fund Balance	$	-
Total	$	1,626,235
19. Excess Transportation Cost	$	3,142,433
19a. *Per Pupil Excess Cost Line19/Line1	$	**12,774**
19b. *Per Day Excess Cost Line19a/Line2		**63.24**

*Per pupil cost is an estimate. Actual cost is determined by average daily rate x # of days
Note: If additional funding for transportation is received, the cost will be reduced.

Laguna Beach Unified School District

12.m. CONSENT/ACTION **June 26, 2018**

Approval: **Amendment #1 to the Agreement with Orange County Department of Education for the Provision of Tobacco Prevention Services, Tobacco-Use Prevention Education (TUPE)**

Proposal

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

Background

LBUSD coordinated with OCDE on the TUPE program from 2014 through 2017. We are continuing our grant funded work through June 30, 2020, within a consortium of eight school districts within Orange County. The two primary program components continue to be: 1) Cessation, and 2) Evaluation. One of the most notable highlights from our ongoing work within the TUPE grant was our student advocacy to make the City of Laguna Beach smoke-free within public places starting June 23, 2017, the first city within Orange County to do so. Our teacher leaders and students continue to make a positive difference within our community and we look forward to continuing with TUPE related endeavors, including implementation of prevention curricula (e.g., Botvins, LifeSkills) and the youth development activities (e.g., public advocacy, service learning projects, and media literacy production).

Due to an increase in available monies from Proposition 56 tobacco taxes, the California Department of Education is has submitted for our approval Amendment #1 to the Agreement with Orange County Department of Education (OCDE) for the Provision of Tobacco Prevention Services. This Amendment increases the TUPE Consortium grant amount. Laguna Beach Unified School District will be receiving an additional $5,216 per year for a total of $15,648 over the grant period of July 1, 2017, to June 30, 2020.

Budget Impact

The budget impact of this Agreement is additional compensation to LBUSD from the California Department of Education in the amount of $15,648.

Recommended Action

Staff recommends the Board of Education approve Amendment #1 to the Agreement with Orange County Department of Education for the Provision of Tobacco Prevention Services, Tobacco-Use Prevention Education (TUPE) in our secondary schools.

Odipo/Viloria

AGREEMENT NUMBER 44689

AMENDMENT #1
LAGUNA BEACH UNIFIED SCHOOL DISTRICT
AGREEMENT FOR THE PROVISION OF TOBACCO PREVENTION SERVICES
TOBACCO-USE PREVENTION EDUCATION (TUPE) COHORT M COMPETITIVE GRANT
TOBACCO-USE PREVENTION EDUCATION (TUPE) PROGRAM

The AGREEMENT, entered into on the 1st day of July, 2017, by and between Orange County Superintendent of Schools, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, hereinafter referred to as "SUPERINTENDENT", and Laguna Beach Unified School District, 550 Blumont Street, Laguna Beach, California 92651, hereinafter referred to as "DISTRICT" is hereby amended as follows:

1.0 Section 3.0 COMPENSATION shall be amended to read as follows:

A. SUPERINTENDENT shall compensate DISTRICT up to a maximum obligation of Twenty thousand five hundred fifty-five dollars and fifty-seven cents ($20,555.57).

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

2.0 Except as expressly herein amended, said AGREEMENT shall in all respects be and remain in full force and effect.

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

DISTRICT: LAGUNA BEACH UNIFIED SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: _____ Authorized Signature
PRINTED NAME: _____	PRINTED NAME: Patricia McCaughey
TITLE: _____	TITLE: Administrator
DATE: _____	DATE: May 17, 2018

LagunaBeachUSD-TUPE(44689)Amend1
ZIP9

Laguna Beach Unified School District

12.n. CONSENT/ACTION **June 26, 2018**

Approval: **Agreement for Consultant Services with Pacific Audiologics for Student Vision and Hearing Screening at Laguna Beach Schools**

Proposal

Staff proposes the Board of Education approve the Agreement for Consultant Services with Pacific Audiologics for Student Hearing and Vision Screening at Laguna Beach Schools for the 2018-19 school year in an amount not-to-exceed $7,060.00.

Background

Vision and Hearing Screening for school age children is required by state law (CA Ed Code, Section 49452). This annual Agreement provides for four days of hearing and vision screening services with three nurses at each school site. These screenings are required at specific intervals and grade levels in California. Schools must conduct vision screening on all students upon school entry and every third year thereafter through grade eight. Hearing screening is mandated in kindergarten/first grade and in second, fifth, eighth, tenth/eleventh grade and upon first school entry (California Code of Regulations, Title 17, Section 2952 (c)(1)) . Hearing screening in California public schools must be conducted by a credentialed school audiometrist.

Budget Impact

The budget impact is not-to-exceed $7,060.00 for the school year.

Recommended Action

Staff recommends the Board of Education approve the Agreement for Consultant Services with Pacific Audiologics for student vision and hearing screening at Laguna Beach Schools for the 2018-19 school year in an amount not-to-exceed $7,060.00.

Odipo/Viloria

Pacific Audiologics

1846 Woodlawn St , • Upland California 91786 • (909) 608-0519 • Fax (909) 608-9230

Gary L. Jones, M.A
Audiologist

Michael E. Robinson, Au.D
Audiologist

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into ~~this~~ June 26 2018 by and between the Office of LAGUNA BEACH UNIFIED SCHOOL DISTRICT, hereinafter called "THE DISTRICT", and Pacific Audiologics, our school screening division, hereinafter called "CONSULTANT"

1. The complete agreement includes all documents, Terms and Conditions:

RECITALS

WHEREAS, CONSULTANT is specially skilled, trained, experienced, and competent to render the services and advice described in Article 1 of this agreement and THE DISTRICT requires these services and advice; and

NOW THEREFORE, THE DISTRICT AND CONSULTANT mutually agree as follows;

1. Services to be provided by CONSULTANT

   A. CONSULTANT will render services described below:
   B. Provide hearing and vision screening services as described in the proposal sent with this agreement. CONSULTANT will commence work under this agreement starting at a mutually agreed upon start date during 2018-2019 school year, and will diligently prosecute the work thereafter. CONSULTANT acknowledges that THE DISTRICT has multiple school calendars and will provide said services within these calendars as spelled out within the contract period at the rate of one school site per scheduled day. Make-up/re-test screening and threshold testing will be performed if contracted by the THE DISTRICT, after the completion of the initial testing.
   C. CONSULTANT will perform said services as an independent contractor under the direction of THE DISTRICT in pursuit of his or her independent calling and not as an employee of THE DISTRICT; and he or she shall be under the control of THE DISTRICT as to the result to be accomplished.
   D. Reports by the CONSULTANT shall only contain the results of the vision and hearing testing performed. The results will only be released to authorized personnel of THE DISTRICT.
   E. The CONSULTANT will indemnify and hold harmless THE DISTRICT and its agents, from any liability incurred, by reason of injury, death, or property damage sustained in connection with or caused by actions of the CONSULTANT in the performance of this contract.

F. Staff of the CONSULTANT has been fingerprinted and processed through the Department of Justice.

NOTE- The testing services that are offered are for the general population of students who can be mass screened. Students who are in SDC, or others who will require additional testing time, or special test methods, should not be considered as part of our standard mass screening population. Testing of students who will require additional time, or alternate test methods can be scheduled to be seen one-on-one, by our school nurses with special testing experience, and on a different payment structure.

2. Services to be provided by THE DISTRICT

A. THE DISTRICT will prepare and furnish to CONSULTANT upon his or her request such information as is reasonably necessary in the performance of CONSULTANT'S work under this agreement.

B. THE DISTRICT, or school site staff, will assist if needed in the coordination of staff members, and/or parent volunteers for each test site. **THE DISTRICT shall be responsible for the supervision and conduct of the students during the testing sessions. It is THE DISTRICT'S responsibility to get the students to and from their class at each of the school sites.** THE DISTRICT shall assign a Health Supervisor as the authorized agent to be the main contact between the CONSULTANT and THE DISTRICT.

C. THE DISTRICT, or school site staff, will assist in the location of adequate space to conduct the vision screening, and a parking space for the mobile hearing screening unit. Make-up/re-test days may require space for vision and hearing screening and threshold testing using portable equipment.

D. THE DISTRICT shall provide, if requested, a facility to park or store the mobile testing unit during the testing timeframe agreed upon. A bus yard or secure maintenance yard shall be made available after each test day, and on weekends or holidays during the testing cycle.

E. A 60 day written notice must be given in the event of cancellation of this contract. In the event of cancellation, THE DISTRICT shall give the CONSULTANT proper consideration at an amount of 10% of total revenues expected. A minimum of one day notice is requested if rescheduling is needed. If testing is canceled or halted by THE DISTRICT or it's agents after testing has begun for the day, THE DISTRICT will reimburse the CONSULTANT for mileage, fuel, and salaries incurred for the testing of that day.

F. THE DISTRICT shall issue any necessary purchase orders a minimum of 30 days prior to the beginning of testing. THE DISTRICT will be billed at the completion of the testing cycle for small districts, or at the end of each two week cycle for large districts, on work completed, and the terms of payment will be net 15 days. A 1 and 1/2% per month interest will be applied to balances not paid after 60 days.

G. THE DISTRICT shall be responsible for reporting failures and recommendations to parents, as well as reporting any figures, reports, or Intent to Contract paperwork with applicable agencies.

3. CONSULTANT'S Fee and Payment Thereof

A. THE DISTRICT will pay the CONSULTANT for services rendered as listed below. As services are rendered, they are to be billed on a per session basis, or on a monthly basis for large districts.

1. Session 1 – First round vision and hearing screening of all schools in THE DISTRICT.
2. Session 2 – Vision and hearing make-up/re-testing and threshold testing of failed hearing screening students at all schools.

B. For services rendered above (3a), THE DISTRICT will pay the CONSULTANT fees as follows:

		Initial
1. Hearing, Vision, and color screening – selected grade boys (2 nurses for vision, 1 audiometrist, 1 assistant, and 1 mobile hearing screening unit capable of screening about 260 students per day – elementary).	$1515.00 per day	_____
2. Above services with 3 nurses for vision. (capable of screening about 390 students per day)	$1765.00 per day	OT x4 days
3. Above with 4 nurses (about 520 students)	$2045.00 per day	_____ @ 7060
4. Threshold testing (if failed hearing and Time permits)	NO CHARGE	_____
5. Make-up/re-test sessions (one nurse with portable equipment) (fee is per nurse, per day)	$285.00 per day	_____
6. Pre-printing test response forms (includes data download & conversion)	$150.00	_____
7. Scoliosis testing (fee is per nurse, per day)	$285.00 per day	_____

Above items are listed as a menu. Initial only those services desired.

THE DISTRICT will pay no amount of travel or other expenses of CONSULTANT under this agreement.

C. Payments should be sent to the following address:

Pacific Audiologics
1846 Woodlawn
Upland, CA. 91786

Our tax I.D. is as follows: 33-0913346
And it is under our registered corporate name of
Industrial Hearing and Pulmonary Management
1846 Woodlawn
Upland, CA. 91786

4. Duration of Agreement

A. The term of this agreement shall be from August 1st, 2018, through July 31st, 2019

5. Special Provisions

A. CONSULTANT shall comply with all federal, state, and local laws and ordinances, as well as required equipment calibration requirements applicable to services to be provided. CONSULTANT shall maintain all required insurance coverage.
B. This agreement may be amended by the mutual written consent of the parties hereto.

LAGUNA BEACH UNIFIED SCHOOL DIST.	PACIFIC AUDIOLOGICS WESTERN HEALTH
_____	Gary L Jones
Date: _____	Date: 2-22-18

Laguna Beach Unified School District

14. ACTION **June 26, 2018**

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

The Local Control Accountability Plan (LCAP) is the touchstone by which we guide and execute our efforts to educate children. The LCAP is also a critical part of the Local Control Funding Formula (LCFF). It is comprised of goals that focus District practices and resources to ensure students are college and career ready upon graduation. The LCAP shows the alignment of LBUSD curriculum, instruction, assessment, and interventions with the eight state priorities. The areas are:

1. Basic Services - Providing all students access to fully credentialed teachers, instructional materials that align with state standards, and safe facilities.
2. Implementation of California's Academic Standards - including the Common Core State Standards in English language arts and math, Next Generation Science Standards, English language development, history social science, visual and performing arts, health education and physical education standards.
3. Parent Involvement - parent participation, so the local community is engaged in the decision-making process and the educational programs of students.
4. Student Achievement – increasing student outcomes along multiple measures, including test scores, English proficiency and college and career preparedness.
5. Student Engagement – supporting student engagement and participation, including whether students attend school or are chronically absent.
6. School Climate - highlighting school connectedness through a variety of factors, such as suspension and expulsion rates, California Healthy Kids Survey data, and other locally identified means.
7. Course Access - ensuring all students have access to classes that prepare them for college and careers
8. Other Student Outcomes - measuring other important student outcomes related to required areas of study, including physical education and the arts.

To create the plan, school districts must engage parents, educators, employees and the community. LBUSD is focused on improving communication and involvement of all stakeholders, through stakeholder information meetings, School Messenger, the school and district websites, and stakeholder advisory groups. According to the 2018 LCAP Survey, 80% of parents are satisfied with the communication they receive and 75% of parents and staff say that the district encourages parent input. Our Annual LCAP Survey received 517 parent responses in 2018, up from 464 parent responses in 2017, 339 in 2016, and 193 in 2015. The parent participation has more than doubled since 2015. We also surveyed 989 students and 179 staff members. This data shows that LBUSD has dramatically improved our ability to receive feedback from parents and students.

Odipo/Viloria

Through feedback from School Site Councils, the LCAP Advisory Committee, school PTAs, district and site staff, and administration, LBUSD has determined five goals that align our efforts to the state priorities and focus our actions, services, and expenditures to ensure that we are meeting the needs of all LBUSD students. These five goals are as follows:

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

After analyzing district data and compiling input from all stakeholder groups, several changes were made to the LCAP to better meet the needs of LBUSD students. These changes include:

- Goal 1: Hiring of a digital librarian and technology TOSAs, purchasing of additional intervention programs such as IXL, and adding ELD interventions after school at TMS/EMS.
- Goal 2: Adding AP Computer Science A course and creating a Computer Science CTE pathway at the LBHS.
- Goal 3: Adding professional development opportunities such as C3 Framework, Inquiry, Dyslexia, and Sketchnoting as after school optional offerings as well as more classes added to the Launchpad professional development system.
- Goal 4: Increasing the use of Hanover to provide additional surveys and research, as well as increasing collaboration with the community colleges regarding articulated courses and concurrent enrollment. Focus groups were also convened at TMS and LBHS to provide input into various aspects of the LCAP, including interventions, school climate, and school connectedness.

The plan also demonstrates how the District's budget will help achieve the goals, and assesses, each year, how well the strategies in the plan were able to improve outcomes. Although basic aid districts do not receive funding through the LCFF and have been the model of local control since they were established, they still must create an LCAP that describes program goals and funding sources. The Laguna Beach Unified School District LCAP describes the District's overall vision for students, annual goals, and specific actions the District will take to achieve the vision and goals. The District has obtained input from various stakeholder groups, including parents, educators, and employees, to create this plan. The LCAP Planning Team has collected, reviewed, and analyzed data and the revised 2017-2020 LCAP and Annual Review have been presented for public hearing on June 12, 2018.

Budget Impact

The budget book contains both the LCAP and Budget. Section three of the LCAP identifies allocations to support District goals and State priorities. The details throughout the budget book include the reporting documents that are submitted to the Orange County Department of Education and the California Department of Education.

Recommended Action

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

Odipo/Viloria

Laguna Beach Unified School District

15. ACTION **June 26, 2018**

Approval: Federal Addendum to the Local Control and Accountability Plan

Proposal

Staff proposes that the Board of Education approve the Federal Addendum to the Local Control and Accountability Plan.

Background

Adopted by the State Board of Education on March 14, 2018, within California, local education agencies (LEAs) that apply for Every Student Succeeds Act (ESSA) funds are now required to complete the LCAP Federal Addendum (Addendum) in addition to the LCAP and the Consolidated Application (ConApp). The Addendum must be approved and submitted to CDE for review by August 15, 2018.

The LCAP is the primary strategic planning document for each LEA and describes how an LEA intends to meet annual goals for all students and to increase or improve services for English learners, foster youth, and low-income students in proportion to the additional funding apportioned on the basis of the number and concentration of the enrollment of these student groups within the LEA.

The California Department of Education (CDE) convened stakeholders and LEA representatives to assist in designing a new approach to meet federal planning requirements within the context of the LCAP process. For those provisions where there is alignment between ESSA and the LCFF State Priorities and LCAP requirements, the LCAP will serve to meet the LEA plan requirements. Where alignment is not sufficient, the Addendum addresses the required provisions of the following ESSA programs:

- Title I, Part A: Improving Basic Programs Operated by State and Local Educational Agencies
- Title II, Part A: Supporting Effective Instruction
- Title III, Part A: Language Instruction for English Learners and Immigrant Students
- Title IV, Part A: Student Support and Academic Enrichment Grants

Budget Impact

The budget impact is the funding received in Title I, Title II, and Title III money based on student enrollment numbers.

Recommended Action

Staff recommends Board approve the Federal Addendum to the Local Control and Accountability Plan.

Odipo/Viloria

16. ACTION **June 26, 2018**

Approval: Final 2018 - 2019 All Funds Budget

Proposal

Staff proposes the Board of Education approve the final 2018-19 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 12, 2018. 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 2018-19 All Funds Budget.

Recommended Action

Staff recommends the Board of Education approve the 2018-19 All Funds Budget as presented.

Lee/Dixon/Viloria

ANNUAL BUDGET REPORT:
July 1, 2018 Budget Adoption

Insert "X" in applicable boxes:

[X] This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

[X] If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Place: 550 Blumont St. Laguna Beach, CA 92651
Date: June 08, 2018

Public Hearing:

Place: 550 Blumont St. Laguna Beach,CA
Date: June 12, 2018
Time: 6:00 P.M.

Adoption Date: June 26, 2018

Signed: _____
Clerk/Secretary of the Governing Board
(Original signature required)

Contact person for additional information on the budget reports:

Name: Jeff Dixon
Telephone: 949 497-7700, ext. 5222
Title: Assistant Superintendent, Business
E-mail: jdixon@lbusd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.		X
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.	X	
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.	X	
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.	X	
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?		X
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?	X	

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2017-18) annual payment?		X
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, are they lifetime benefits?	X	
		• If yes, do benefits continue beyond age 65?	X	
		• If yes, are benefits funded by pay-as-you-go?	X	
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation)?	X	
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for:		
		• Certificated? (Section S8A, Line 1)	X	
		• Classified? (Section S8B, Line 1)	X	
		• Management/supervisor/confidential? (Section S8C, Line 1)	X	
S9	Local Control and Accountability Plan (LCAP)	• Did or will the school district's governing board adopt an LCAP or approve an update to the LCAP effective for the budget year?		X
		• Approval date for adoption of the LCAP or approval of an update to the LCAP:	Jun 26, 2018	
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template, Section 3: Actions, Services, and Expenditures?		X

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?		X

ADDITIONAL FISCAL INDICATORS (continued)			No	Yes
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

Laguna Beach Unified School District

17. ACTION June 26, 2018

Approval of Instructional Minutes for Laguna Beach Unified School District

Proposal

Staff proposes that the Board of Education approve the instructional minutes for all Laguna Beach Unified School District schools for the 2018-19 school year.

Background

Per Education Code Section 46200-46206, school districts are required to verify that each site meets the minimum requirements for instructional minutes. The instructional minutes for all school sites meet the 2018-19 minimum education code requirements as shown in the chart below.

	Grade Level						
SITES	TK	K	1-3	4-5	6-7	8	9-12
Top of the World Elementary		49,230	54,342	55,974			
El Morro Elementary	37,110	49,473	54,342	55,974			
Thurston Middle					57,490	57,245	
Laguna Beach High							64,920
RECAP							
OVERALL MINIMUM	37,110	49,230	54,342	55,974	57,490	57,245	64,920
SDE Required Number of Minutes	36,000	36,000	50,400	54,000	54,000	54,000	64,800
Minutes over (under):	1,110	13,230	3,942	1,974	3,490	3,245	120

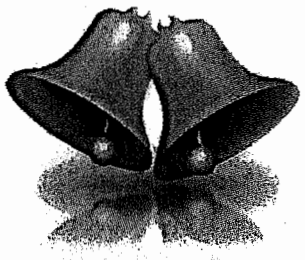
Budget Impact

There is no budget impact for this report.

Recommended Actions

Staff recommends the Board of Education approve the instructional minutes for all Laguna Beach Unified School District schools for the 2018-19 school year.

Odipo/Viloria



EL MORRO ELEMENTARY SCHOOL
2018-2019 Bell Schedule

TRANSITIONAL KINDERGARTEN (TK)

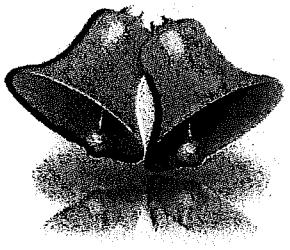
Monday, Tuesday, Thursday, Friday		Wednesday
Early Start	7:55- 11:25	7:55 – 11:25
Recess	9:40 – 9:55*	
*Recess/ Snack Time – 10 minutes by class		
Late Start	9:55 – 2:17	9:55 – 1:17
Lunch /Recess	11:25-11:55	11:25-11:55

MINIMUM DAY- ALL TK 7:55 - 10:45

KINDERGARTEN

Monday, Tuesday, Thursday, Friday		Wednesday
Start	8:15	8:15
Recess	9:55 – 10:10	9:55 – 10:10
Lunch	11:30 - 12:10	11:30-12:10
Recess	1:15 - 1:27	No Recess
Dismissal	2:10	1:10

MINIMUM DAY- ALL K 8:15 – 11:45



EL MORRO ELEMENTARY SCHOOL
2018-2019 Bell Schedule

GRADES 1-3

Monday, Tuesday, Thursday, Friday		Wednesday
Start	7:55	7:55
Recess	9:40-9:55	9:40-9:55
Lunch	11:30-12:10	11:30-12:10
Recess	1:15-1:27	No Recess
Dismissal	2:17	1:17

GRADES 4-5

Monday, Tuesday, Thursday, Friday		Wednesday
Start	7:55	7:55
Recess	9:55-10:10	9:55-10:10
Lunch	11:50-12:30	11:50-12:30
Dismissal	2:17	1:17

MINIMUM DAY (Gr. 1 - 5) 7:55 - 11:45

2018-2019 ANNUAL INSTRUCTIONAL MINUTES SUMMARY

School: El Morro Elementary School
Principal: Chris Duddy
School Start Date: 09/04/2018

Date: 06/13/18
Grades: 4-5
School End Date 06/20/2019

Type of Days	# of Days	Daily Minutes	Annual Minutes
Regular Days	136	327	44,472
Wednesdays	36	267	9,612
Minimum Days	9	210	1,890
TOTAL	181		55,974

Minimum Annual Minutes: Grade 4-5 54,000 180 Days

Please attach a copy of the Bell Schedule and a worksheet supporting instructional minutes. Also attach a calendar clearly indicating the regular, minimum and final days that support the calculations of instructional minutes for your site.

CERTIFICATION OF INSTRUCTIONAL MINUTES

THE INSTRUCTIONAL MINUTES USED ABOVE ARE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CALIFORNIA EDUCATION CODE.

TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ABOVE INFORMATION IS TRUE AND CORRECT.

PRINCIPAL'S SIGNATURE: Chris Duddy DATE: 6-14-18

IMPORTANT NOTE: ANYTIME THERE IS A CHANGE TO THE BELL SCHEDULE, YOU WILL NEED TO COMPLETE THIS FORM AGAIN AND RE-CERTIFY.

2018-2019 ANNUAL INSTRUCTIONAL MINUTES SUMMARY

School: El Morro Elementary School
Principal: Chris Duddy
School Start Date: 09/04/2018

Date: 06/13/18
Grades: 1-3
School End Date 06/20/2019

Type of Days	# of Days	Daily Minutes	Annual Minutes
Regular Days	136	315	42,840
Wednesdays	36	267	9,612
Minimum Days	9	210	1,890
TOTAL	181		54,342

Minimum Annual Minutes: **Grade 1-3** **50,400** **180 Days**

Please attach a copy of the Bell Schedule and a worksheet supporting instructional minutes. Also attach a calendar clearly indicating the regular, minimum and final days that support the calculations of instructional minutes for your site.

CERTIFICATION OF INSTRUCTIONAL MINUTES

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TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ABOVE INFORMATION IS TRUE AND CORRECT.

PRINCIPAL'S SIGNATURE: Chris Duddy DATE: 6-14-18

IMPORTANT NOTE: ANYTIME THERE IS A CHANGE TO THE BELL SCHEDULE, YOU WILL NEED TO COMPLETE THIS FORM AGAIN AND RE-CERTIFY.

2018-2019 ANNUAL INSTRUCTIONAL MINUTES SUMMARY

School: El Morro Elementary School
Principal: Chris Duddy
School Start Date: 09/04/2018

Date: 06/13/18
Grades: K
School End Date 06/20/2019

Type of Days		# of Days	Daily Minutes	Annual Minutes
Regular Days		136	288	39,168
Wednesdays		36	240	8,640
Minimum Days		9	185	1,665
	TOTAL	181		49,473

Minimum Annual Minutes: Grade K 54,000 180 Days

Please attach a copy of the Bell Schedule and a worksheet supporting instructional minutes. Also attach a calendar clearly indicating the regular, minimum and final days that support the calculations of instructional minutes for your site.

CERTIFICATION OF INSTRUCTIONAL MINUTES

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TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ABOVE INFORMATION IS TRUE AND CORRECT.

PRINCIPAL'S SIGNATURE: Chris Duddy DATE: 6-14-18

IMPORTANT NOTE: ANYTIME THERE IS A CHANGE TO THE BELL SCHEDULE, YOU WILL NEED TO COMPLETE THIS FORM AGAIN AND RE-CERTIFY.

2018-2019 ANNUAL INSTRUCTIONAL MINUTES SUMMARY

School: El Morro Elementary School
Principal: Chris Duddy
School Start Date: 09/04/2018

Date: 06/13/18
Grades: TK
School End Date 06/20/2019

Type of Days	# of Days	Daily Minutes	Annual Minutes
Regular Days	136	210	28,560
Wednesdays	36	195	7,020
Minimum Days	9	170	1,530
TOTAL	181		37,110

Minimum Annual Minutes: Grade TK 36,000 180 Days

Please attach a copy of the Bell Schedule and a worksheet supporting instructional minutes. Also attach a calendar clearly indicating the regular, minimum and final days that support the calculations of instructional minutes for your site.

CERTIFICATION OF INSTRUCTIONAL MINUTES

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TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ABOVE INFORMATION IS TRUE AND CORRECT.

PRINCIPAL'S SIGNATURE: Chris Duddy DATE: 6-14-18

IMPORTANT NOTE: ANYTIME THERE IS A CHANGE TO THE BELL SCHEDULE, YOU WILL NEED TO COMPLETE THIS FORM AGAIN AND RE-CERTIFY.

2018-2019 ANNUAL INSTRUCTIONAL MINUTES SUMMARY

School: El Morro Elementary School
Principal: Chris Duddy
School Start Date: 09/04/2018

Date: 06/13/18
Grades: TK
School End Date 06/20/2019

Type of Days	# of Days	Daily Minutes	Annual Minutes
Regular Days	136	232	31,552
Wednesdays	36	172	6,192
Minimum Days	9	170	1,530
TOTAL	181		39,274

Minimum Annual Minutes: Grade TK 36,000 180 Days

Please attach a copy of the Bell Schedule and a worksheet supporting instructional minutes. Also attach a calendar clearly indicating the regular, minimum and final days that support the calculations of instructional minutes for your site.

CERTIFICATION OF INSTRUCTIONAL MINUTES

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TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ABOVE INFORMATION IS TRUE AND CORRECT.

PRINCIPAL'S SIGNATURE: Chris Duddy DATE: 6-14-18

IMPORTANT NOTE: ANYTIME THERE IS A CHANGE TO THE BELL SCHEDULE, YOU WILL NEED TO COMPLETE THIS FORM AGAIN AND RE-CERTIFY.

TOP OF THE WORLD ELEMENTARY

BELL SCHEDULE 2018-2019

KINDERGARTEN

- START TIME: 8:15 DISMISSAL TIME: 2:10 – Monday, Tuesday, Thursday and Friday.
- START TIME: 8:15 DISMISSAL TIME: 1:10 – Wednesday.
- FIRST RECESS/SNACK: 9:30 – 9:45 LUNCH TIME: 11:00 – 11:40
- SECOND RECESS: 1:00 – 1:12

MINIMUM DAY KINDERGARTEN SCHEDULE START TIME: 8:15 DISMISSAL TIME: 11:40

RECESS/SNACK: 9:40 –9:55

GRADES 1-5

- START TIME: 7:55 DISMISSAL TIME: 2:17 – Monday, Tuesday, Thursday and Friday
- START TIME: 7:55 DISMISSAL TIME: 1:17 – Wednesday.
- FIRST RECESS/SNACK - Grades 1-3 – 9:45 – 10:00
- RECESS/SNACK - Grades 4-5 – 10:00 – 10:15
- LUNCH – Grades 1-3 – 11:30 – 12:10
- LUNCH – Grades 4-5 – 11:50- 12:30
- SECOND RECESS – Grades 1-3 – 1:15-1:27

MINIMUM DAY GRADES 1-5 SCHEDULE START TIME: 7:55 DISMISSAL TIME: 11:40

RECESS/SNACK: 9:45 – 10:00 – Grade 1-3 RECESS/SNACK: 10:00 – 10:15– Grade 4-5

2018-2019 ANNUAL INSTRUCTIONAL MINUTES SUMMARY

School: Top of the World Elementary
Principal: Mike Conlon
School Start Date: 9/5/18

Date: 05/11/18
Grades: K
School End Date 6/20/19

Type of Days	# of Days	Daily Minutes	Annual Minutes
Regular Days	135	288	38,880
Wednesdays	36	240	8,640
Minimum Days	9	190	1,710
TOTAL	180		49,230

Minimum Annual Minutes: **Grade 6-8** 54,000 180 Days

Please attach a copy of the Bell Schedule and a worksheet supporting instructional minutes. Also attach a calendar clearly indicating the regular, minimum and final days that support the calculations of instructional minutes for your site.

CERTIFICATION OF INSTRUCTIONAL MINUTES

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TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ABOVE INFORMATION IS TRUE AND CORRECT.

PRINCIPAL'S SIGNATURE: Mike Conlon DATE: 5-11-18

2018-2019 ANNUAL INSTRUCTIONAL MINUTES SUMMARY

School: Top of the World Elementary
Principal: Mike Conlon
School Start Date: 9/4/2018

Date: 05/11/18
Grades: 4-5
School End Date 6/20/2019

Type of Days	# of Days	Daily Minutes	Annual Minutes
Regular Days	136	327	44,472
Wednesdays	36	267	9,612
Minimum Days	9	210	1,890
TOTAL	181		55,974

Minimum Annual Minutes: **Grade 6-8** **54,000** **180 Days**

Please attach a copy of the Bell Schedule and a worksheet supporting instructional minutes. Also attach a calendar clearly indicating the regular, minimum and final days that support the calculations of instructional minutes for your site.

CERTIFICATION OF INSTRUCTIONAL MINUTES

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TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ABOVE INFORMATION IS TRUE AND CORRECT.

PRINCIPAL'S SIGNATURE: Mike Conlon DATE: 5-11-18

2018-2019 ANNUAL INSTRUCTIONAL MINUTES SUMMARY

School: Top of the World Elementary
Principal: Mike Conlon
School Start Date: 9/4/18

Date: 05/11/18
Grades: 1-3
School End Date 6/20/19

Type of Days		# of Days	Daily Minutes	Annual Minutes
Regular Days		136	315	42,840
Wednesdays		36	267	9,612
Minimum Days		9	210	1,890
	TOTAL	181		54,342

Minimum Annual Minutes: **Grade 6-8** 54,000 180 Days

Please attach a copy of the Bell Schedule and a worksheet supporting instructional minutes. Also attach a calendar clearly indicating the regular, minimum and final days that support the calculations of instructional minutes for your site.

CERTIFICATION OF INSTRUCTIONAL MINUTES

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TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ABOVE INFORMATION IS TRUE AND CORRECT.

PRINCIPAL'S SIGNATURE: Mike Conlon

DATE: 5-11-18

Thurston Middle School

2018 - 2019

Minimum Block Day Bell Schedule

Thursday

0 Period..... 7:35 - 8:35
Period 1 ..... 8:40 - 9:50
ESP..... 9:50 - 10:20
Break..... 10:20 - 10:34
Period 3..... 10:38 - 11:48
Period 5 .....11:52 - 1:00

Friday

No "0" Period
*PLC ..... 8:00 - 9:00 Teachers Only
Period 2 ..... 9:10 - 10:19
Period 4 ..... 10:23 - 11:32
Break ..... 11:32 - 11:47
Period 6..... 11:51 - 1:00

*Professional Learning Communities

B

Thurston Middle School

2018 - 2019

Regular Bell Schedule

Monday, Tuesday & Wednesday

0 Period ..... 7:35 - 8:35
Period 1 ..... 8:40 - 9:36
Period 2 ..... 9:40 -10:32
Break .....10:32 -10:44
Period 3 .....10:48 - 11:40
Period 4 .....11:44 - 12:36
Lunch .....12:36 - 1:13
Period 5 ..... 1:17 - 2:09
Period 6 ..... 2:13 - 3:05

Thursday

0 Period ..... 7:35 - 8:35
Period 1 ..... 8:40 - 10:17
Break ..... 10:17 - 10:32
ESP ..... 10:36 - 11:08
Period 3 ..... 11:12 - 12:48
Lunch ..... 12:48 - 1:25
Period 5 ..... 1:29 - 3:05

Friday

No "0" Period

*PLC ..... 8:00 - 9:00 Teachers only
Period 2 ..... 9:10 - 10:48 Student start time 9:10
Break ..... 10:48 - 11:03
Period 4 .....11:07 - 12:45
Lunch ..... 12:45 - 1:23
Period 6 ..... 1:27 - 3:05

*Professional Learning Communities

2018-2019 ANNUAL INSTRUCTIONAL MINUTES SUMMARY

School:	Thurston Middle School	**Date:**	04/26/18
Principal:	Jenny Salberg	**Grades:**	6-7
School Start Date:	09/04/18	**School End Date**	06/20/19

Type of Days	# of Days	Daily Minutes	Annual Minutes
Monday - Wednesday	105	336	35,280
Thursday	30	333	9,990
Friday	29	302	8,758
Minimum Thursday	5	246	1,230
Minimum Friday	5	215	1,075
Finals 1/23, 1/24, 6/17, 6/18	4	140	560
Finals 1/25	1	215	215
Finals 6/19	1	137	137
Last Day 6/20	1	245	245
TOTAL	**181**		**57,490**

Minimum Annual Minutes: **Grade 6-8** **54,000** **180 Days**

Please attach a copy of the Bell Schedule and a worksheet supporting instructional minutes. Also attach a calendar clearly indicating the regular, minimum and final days that support the calculations of instructional minutes for your site.

CERTIFICATION OF INSTRUCTIONAL MINUTES

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TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ABOVE INFORMATION IS TRUE AND CORRECT.

PRINCIPAL'S SIGNATURE: _____ DATE: 4/26/18

IMPORTANT NOTE: ANYTIME THERE IS A CHANGE TO THE BELL SCHEDULE, YOU WILL NEED TO COMPLETE THIS FORM AGAIN AND RE-CERTIFY.

2018-2019 ANNUAL INSTRUCTIONAL MINUTES SUMMARY

School: Thurston Middle School **Date:** 04/26/18
Principal: Jenny Salberg **Grades:** 8
School Start Date: 09/04/18 **School End Date** 06/20/19

Type of Days	# of Days	Daily Minutes	Annual Minutes
Monday - Wednesday	105	336	35,280
Thursday	30	333	9,990
Friday	29	302	8,758
Minimum Thursday	5	246	1,230
Minimum Friday	5	215	1,075
Finals 1/23, 1/24, 6/17, 6/18	4	140	560
Finals 1/25	1	215	215
Finals 6/19	1	137	137
TOTAL	180		57,245

Minimum Annual Minutes: Grade 6-8 54,000 180 Days

Please attach a copy of the Bell Schedule and a worksheet supporting instructional minutes. Also attach a calendar clearly indicating the regular, minimum and final days that support the calculations of instructional minutes for your site.

CERTIFICATION OF INSTRUCTIONAL MINUTES

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TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ABOVE INFORMATION IS TRUE AND CORRECT.

PRINCIPAL'S SIGNATURE: _____ DATE: 4/26/18

IMPORTANT NOTE: ANYTIME THERE IS A CHANGE TO THE BELL SCHEDULE, YOU WILL NEED TO COMPLETE THIS FORM AGAIN AND RE-CERTIFY.

2018-2019
Laguna Beach High School
BELL SCHEDULE

MONDAY, TUESDAY, WEDNESDAY

Period 1	Period 2	Break	Period 3	Period 4	Lunch	Period 5	Period 6
7:30 am to 8:29 am	8:35 am to 9:35 am	9:35 am to 9:45 am	9:51 am to 10:50 am	10:56 am to 11:55 am	11:55 am to 12:25 pm	12:31 pm to 1:30 pm	1:36 pm to 2:35 pm

THURSDAY – Block Schedule

SDL	Period 1	Break	Advisory	Period 3	Lunch	Period 5
7:30 am to 8:25 am	8:30 am to 10:11 am	10:11 am to 10:21 am	w/3rd Period 10:27 am to 10:37 am	10:37 am to 12:18 pm	12:18 pm to 12:48 pm	12:54 pm to 2:35 pm

FRIDAY – Block Schedule

Teacher Meeting PLC	Period 2	Break	Advisory	Period 4	Lunch	Period 6
	8:30 am to 10:11 am	10:11 am to 10:21 am	w/4th Period 10:27 am to 10:37 am	10:37 am to 12:18 pm	12:18 pm to 12:48 pm	12:54 pm to 2:35 pm

MINIMUM DAY (Friday - Sept. 21, 2018: Day After Back to School Night)

Period 1	Period 2	Period 3	Break	Period 4	Period 5	Period 6
8:30 am to 9:10 am	9:16 am to 9:56 am	10:02 am to 10:42 am	10:42 am to 10:52 am	10:58 am to 11:38 am	11:44 am to 12:24 pm	12:30 pm to 1:10 pm

FINAL EXAMS (3 Days of Final Exams per Semester)

Exam 1	*Break*	Exam 2
8:00 am to 10:27 am	*10:27 am to 10:37 am*	10:43 am to 1:10 pm

1st Semester Schedule:
Jan 24, 2018 - Exam Day 1: Periods 1 and 2
Jan 25, 2018 - Exam Day 2: Periods 3 and 5
Jan 26, 2018 - Exam Day 3: Periods 4 and 6

2nd Semester Schedule:
Jun 19, 2018 - Exam Day 1: Periods 1 and 2
Jun 20, 2018 - Exam Day 2: Periods 4 and 6
Jun 21, 2018 - Exam Day 3: Periods 3 and 5

2018-2019 ANNUAL INSTRUCTIONAL MINUTES SUMMARY

School: Laguna Beach High School
Principal: Jason Allemann
School Start Date: 9/5/17

Date: 06/01/18
Grades: 9-12
School End Date 6/21/18

Type of Days	# of Days	Daily Minutes	Annual Minutes
Regular Days	105	385	40,425
Thursday/Friday Block	69	325	22,425
Finals	6	300	1,800
Minimum	1	270	270
		0	0
TOTAL	181		64,920

Minimum Annual Minutes: Grade 9-12 64,800 180 Days

Please attach a copy of the Bell Schedule and a worksheet supporting instructional minutes. Also attach a calendar clearly indicating the regular, minimum and final days that support the calculations of instructional minutes for your site.

CERTIFICATION OF INSTRUCTIONAL MINUTES

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TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ABOVE INFORMATION IS TRUE AND CORRECT.

PRINCIPAL'S SIGNATURE: Jason Allemann DATE: 6/6/18

IMPORTANT NOTE: ANYTIME THERE IS A CHANGE TO THE BELL SCHEDULE, YOU WILL NEED TO COMPLETE THIS FORM AGAIN AND RE-CERTIFY.

18. ACTION **June 26, 2018**

Approval: 2018-2019 Proposal for Non-Represented Classified and Certificated Employees in Accordance with AB 1200 (Chapter 1212/1991) and CCR, Title V, Section 15449

Proposal

Staff proposes the Board of Education approve the 2018-2019 agreements with non-represented classified and certificated employees. The twenty-eight (28) employees represented in this group are classified management, certificated administrators, school psychologists, and confidential employees.

Background

The Board approved agreements with both classified and certificated employee associations on June 12, 2018. This proposal provides the same compensation increases for management and unrepresented employees that were approved for the bargaining units.

The proposal includes changes in total compensation. The agreement includes a 2% salary increase and a a one-time, off-schedule payment of one and one-half percent (1.5%) of base salary.

Budget Impact

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 cost of this agreement for 2018-19 is $190,550.

Recommended Action

Staff recommends the Board of Education approve the 2018-2019 agreements with non-represented classified and certificated employees.

Laguna Beach L d School District
Management Salary Schedule - 2018-2019

Certificated Management	Mileage Allowance	Work Year	Vacation Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Assistant Superintendent, Instructional Services	$2,400	243	25	$178,927	$183,253	$187,598	$192,057	$196,619	$203,049	$221,325
Assistant Superintendent, Human Resources and Public Communicatio	$2,400	243	25	$178,927	$183,253	$187,598	$192,057	$196,619	$203,049	$221,325
Director, Special Education	$2,400	243	24	$165,555	$169,595	$173,657	$177,814	$182,072	$188,031	$197,433
Director, Assessment and Accountability	$2,400	243	24	$153,038	$156,838	$160,567	$164,418	$168,570	$174,095	$182,800
Director, Social Emotional Support	$2,400	243	24	$153,038	$156,838	$160,567	$164,418	$168,570	$174,095	$182,800
High School Principal	$2,400	222		$168,602	$172,697	$176,813	$181,031	$185,345	$191,383	$200,952
Middle School Principal	$1,500	212		$153,970	$157,771	$161,500	$165,350	$170,013	$175,027	$183,779
Elementary School Principal	$1,500	212		$149,708	$153,315	$156,950	$160,712	$164,750	$170,120	$178,625
High School Assistant Principal	$1,500	212		$137,844	$141,126	$144,532	$148,020	$151,741	$156,687	$164,523
Middle School Assistant Principal	$1,500	212		$132,306	$135,603	$138,983	$142,334	$145,770	$150,524	$158,051
Certificated Unrepresented	**Mileage Allowance**	**Work Year**	**Vacation Days**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
School Psychologist	$1,500	201		$116,212	$119,021	$121,537	$124,738	$127,702	$131,879	$143,749
Classified Management	**Mileage Allowance**	**Work Year**	**Vacation Days**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
Assistant Superintendent, Business Services	$2,400	243	25	$178,927	$183,253	$187,598	$192,057	$196,619	$203,049	$221,325
Chief Technology Officer	$2,400	243	24	$165,555	$169,595	$173,657	$177,814	$182,072	$188,031	$197,433
Director of Facilities	$2,400	243	22	$120,746	$127,181	$133,952	$140,695	$147,480	$156,329	$164,146
Supervisor, Nutrition Services	$2,400	243	22	$71,761	$75,470	$79,080	$83,154	$87,059	$92,228	$96,841
Classified Unrepresented	**Mileage Allowance**	**Work Year**	**Vacation Days**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
Manager, Artist Theatre		243	22	$66,083	$69,386	$72,967	$76,618	$80,496	$85,302	$89,567
Database Administrator		243	22	$85,639	$89,544	$94,713	$99,449	$104,421	$109,643	$115,125
Confidential	**Mileage Allowance**	**Work Year**	**Vacation Days**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
Budget Administrator		243	22	$92,143	$96,764	$101,652	$106,683	$112,034	$118,708	$124,643
Financial Analyst		243	22	$92,143	$96,764	$101,652	$106,683	$112,034	$118,708	$124,643
Executive Assistant to Superintendent and Board of Education		243	16, 20*	$72,965	$76,696	$80,440	$84,440	$88,838	$94,115	$98,822
Human Resources Technician		243	16, 20*	$67,462	$70,867	$74,582	$76,668	$82,341	$87,250	$91,612
Administrative Assistant, Business Services		243	16, 20*	$64,355	$67,547	$70,979	$74,696	$78,527	$83,221	$87,382
Administrative Assistant, Human Resources and Public Communications		243	16, 20*	$64,355	$67,547	$70,979	$74,696	$78,527	$83,221	$87,382

* Confidential employees will earn 16 days vacation with less than 10 years experience and 20 days with 10+ years experience.

Additional compensation:

1) Annual stipend of $3,050 for first Master's degree or CPA License, $2,500 for second Master's degree or Doctorate degree, and $750 for specialized certification.

2) Longevity of 4% after five years administrative service to Laguna Beach Unified School District.

3) Professional Membership Dues up to $1,600 for Management and up to $800 for Confidential.

4) Monthly Mileage Allowance to cover mileage within Orange County, tolls, parking as indicated above.

Board approval date:

Effective Date:

Laguna Beach Unified School District

19. ACTION **June 26, 2018**

Approval: **Create Position of Attendance Specialist at Laguna Beach High School for 5.75 Hours Per Day, 10.5 Months Per Year**

Proposal

Staff recommends the creation of an Attendance Specialist position for 5.75 hours per day, 10.5 months per year.

Background

This position is required to continue to improve attendance accounting at Laguna Beach High School. The District has provided additional support since October 2017 to analyze and address attendance functions at LBHS that positively impacts the districtwide focus on reducing chronic absenteeism. This position will provide the ongoing support necessary for optimal implementation of attendance procedures.

Funding for this position will be reallocated from the Coordinator, Student Activities and Community Service position that has been vacant since October 2017. The Coordinator position will remain unfilled as certificated staff have currently been assigned to coordinate student activities and community service.

Budget Impact

The annual cost of the position is approximately $30,180 to $38,989, depending upon the qualifications and experience of the employee selected. The employee would be eligible for health and welfare benefits at 50% share of cost, with a maximum potential cost of $16,314 for the most expensive plan. The cost savings from the Coordinator position is approximately $47,198 to $60,953 in addition to a full health and welfare benefits package.

Recommended Action

Staff recommends the Board of Education approve the creation of an Attendance Specialist position for 5.75 hours per day, 10.5 months per year.

20. ACTION **June 26, 2018**

Approval: **Revise Job Description for Communications Specialist and Increase Work Day From Seven (7) Hours per Day to Eight (8) Hours per Day**

Proposal

Staff recommends the Board of Education approve revisions to the job description of Communication Specialist, formerly Public Communication and Relations Liaison and increase the work year from seven (7) hours per day to eight (8) hours per day, 12 months per year.

Background

In the process of reorganizing the essential duties of the TOSA-Technology, it was determined that duties related to the maintenance and support of district website functions were most appropriately assigned to a classified employee, specifically in the role of communications. In order to accomplish the additional duties, staff recommend an increase to the workday of the Communications Specialist by one hour per day.

Budget Impact

The cost to the General Fund is approximately $6,755 annually.

Recommended Action

Staff recommends the Board of Education approve revisions to the job description of Communication Specialist, formerly Public Communication and Relations Liaison, and increase the work year from seven (7) hours per day to eight (8) hours per day, 12 months per year.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT
Job Description: ~~Public~~ Communications ~~& Relations Liaison~~Specialist

BASIC FUNCTION:

Under the general direction of the ~~Director~~Assistant Superintendent, Human Resources and Public Communications, coordinate public relations activities including press releases, publication production, photography, Board meeting communications and special events; support the District's digital communication efforts, including social media and the district website; assist in establishing and maintaining a positive and consistent image of the district; perform other related work and duties as assigned.

ESSENTIAL DUTIES:

- Assist with the efficient operation of the Public Communications office in connection with and under the supervision of the ~~Director~~Assistant Superintendent.
- Plan, coordinate and execute public relations activities and events.
- Plan and coordinate video streaming of Board of Education meetings, including but not limited to, preparation of materials, operating and switching cameras, completing post-meeting production, and archival of broadcasts.
- ~~Support~~Create, monitor, and maintain district social media accounts, including creation of content and employment of strategies to broaden audience.
- Develop and compose various publications, including news releases, feature articles, news stories, posting, reports and other communications which highlight the goals, objectives, policies, programs, activities and accomplishments of the District, its students and staff ~~Gather information and prepare and distribute news releases regarding special events, programs, meetings, and recognitions~~ under guidance of ~~Director~~Assistant Superintendent.
- Establish and maintain files of news releases, articles, and other public information documents as required.
- Establish and maintain effective working relationships with newspaper, radio and television personnel, and personnel from other agencies and organizations, for the purpose of creating effective public relations for the District, and assisting the Assistant Superintendent in their role as District Public Information Officer~~Respond to routine requests for information from officials, employees, members of the public, media, or other individuals~~.
- Assist in the development of oral and written communication for both internal and external audiences.
- ~~Update and maintain district master calendar of events.~~
- Provide digital photography for publications and for district personnel; provide photography to record special events.
-

- Manage content on district website including strategic placement of information and oversight of content accuracy and relevance.
- Collaborate with technology staff and website vendor regarding design, development, ADA compliance and support of the website.
- Creates and produces written content for website regarding school site initiatives and programs.
- Assign security access to staff with website posting privileges.
- Maintain regular contact with district and school contacts to advise and train on developing website content in alignment with district standards.
- Assist with the development, dissemination and adherence to standards for publishing on district websites, including updating and validating links.
- Assist schools and other District departments with the production and distribution of district publications, such as printed programs, brochures, and publications.
- Attend staff, committee, and Board meetings as deemed necessary by ~~Director~~ Assistant Superintendent for communication purposes.
- Generates communication-related statistics and reports and adjust strategies accordingly to improve outreach.
- Assists with developing and maintaining district logos and branding.

OTHER REPRESENTATIVE DUTIES:

- ~~Assist with supporting district social media communication.~~
- Participates in job-related or District trainings as required.
- Other duties as assigned which are consistent with the general requirements and qualifications of the position.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of:

- Principles of public relations and communication strategies.
- Principles of effective two-way communication.
- Principles of techniques of digital photography, video broadcasting, and graphic effects;
- Correct English usage, spelling, punctuation, and vocabulary;
- Operation of computers and web-based video streaming processes;
- Operation of communications/publication related software such as InDesign, Word, Excel, Publisher, etc.
- FERPA and district security policies and procedures.
- Advanced software applications that include word processing, publishing, and internet.
- Social media applications.
- Public relations strategies and techniques.

Ability to:

- Assist in developing, implementing, and evaluating public relations goals.
- Establish priorities and work under pressure to meet deadlines.
- Organize and handle a variety of projects simultaneously.
- Coordinate production and printing of publications and promotional materials in an effective and appropriate manner within designated timelines.
- Write creatively and clearly for broad public appeal and specialized audiences.
- Edit and proof written copy for publication in a variety of media outlets.
- Design and implement user-friendly webpages in alignment with district standards.
- Train users on web-based and social media applications, concepts, and techniques.
- Generate data and compile reports.
- Operate and use photographic equipment.
- Operate and use video streaming equipment and software.
- Communicate effectively in English.
- Establish and maintain cooperative relationships with district stakeholders and employees.
- Demonstrate an understanding of, sensitivity to, and respect for, employees, community members, and the general public at large.
- Speak within careful bounds of stated or implied policy.
- Work flexible hours that may include evening and weekend events.

Personal Qualities:

- Independent worker
- Maturity and good judgment
- Neat, professional, and polished appearance
- Willingness to assume a wide range of responsibilities
- Willingness to learn new skills to continuously improve
- Pleasant interpersonal skills
- Good organizational skills
- Commitment to professional responsibility
- React to change productively

MINIMUM REQUIREMENTS:

Experience:
Two years of general clerical and/or public relations experience. Experience in a school district setting is preferred.

Education:
High School diploma or equivalent. Bachelor's degree in public relations, communications, or a related field with appropriate experience preferred. Certification or association accreditation desired but not required.

Licenses:

- Valid California Driver's License
- Evidence of insurability

WORKING CONDITIONS:

Environment:

- Indoor office work environment.
- Outdoor environment for photography and special event purposes.
- Constant interruptions.

Physical Requirements:

- Ability to frequently stand, reach, grasp, stoop, bend, push, pull, kneel, squat, and twist.
- Ability to frequently bend at the waist, kneel or crouch to retrieve and file materials and equipment.
- Ability to sit for extended periods of time.
- Ability to frequently lift and move items weighing up to 25 pounds, including office supplies, printed materials, and equipment.
- Ability to see for purposes of reading instructions, labels, and other printed matter and for the safe operation of equipment.
- Ability to hear and understand speech at normal levels in person and on the telephone.
- Ability to communicate so others will be able to clearly understand a normal conversation in person and on the telephone.
- Ability to operate computer, typewriter, calculator, copy machine, telephone, and other office equipment with dexterity and in a safe and efficient manner.

Operation of Vehicles, Machinery, and Equipment Requirements:

- Ability to travel to a variety of locations within a reasonable timeframe
- Must be able to perform basic office skills as well as publications software which may include office, multimedia, photography and computer equipment

Mental and Emotional Requirements:

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

21. ACTION **June 26, 2018**

Approval: Revise Job Description: Data Support Specialist

Proposal

Staff recommends the Board of Education approve revisions to the job description of Data Support Specialist, formerly Technology Training and Data Analyst.

Background

In the field of personnel, it is a best practice to review a job description whenever a vacant position develops to determine if it needs to be updated or modified. The proposed revisions reflect updated duties, knowledge and skills.

Budget Impact

There is no budget impact for this item.

Recommended Action

Staff recommends the Board of Education approve revisions to the job description of Data Support Specialist.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT
Job Description: ~~Technology Training and Data Analyst~~ Support Specialist

BASIC FUNCTION:

Under the direction of the Chief Technology Officer, the ~~Technology Training and Data Analyst~~Data Support Specialist ~~provides technical and procedural trainings, in addition to~~ establishes~~ing~~ and maintains~~ing~~ the integrity of information passed through the district's central data systems. The ~~Data Compliance and Technology Support~~Data Support Specialist is responsible for ~~formulating, scheduling, and conducting technical and end-user courses; providing post-course documentation, including course summaries and course evaluations; collaborating,~~ coordinating data input and ensuring compliance with District and state reporting requirements; developing~~,~~ and maintaining data standards as well as standards documentation; establishing accurate data records, ~~and~~ maintaining the integrity of data stored and passed through the district's centralized data systems; providing user training and support of the student database and student assessment systems; management of employee technology accounts; conducting analysis of technology support data;~~.~~ assisting with general information technology hardware and software support; and performing related duties as assigned.

ESSENTIAL DUTIES:

- ~~Provides technical expertise to Teachers on Special Assignment and Technology Site Leads for successful implementation of technology for instructional staff;~~
- ~~Develop training materials to assist staff in utilizing District's standard hardware and software systems;~~
- ~~Plans, coordinates, and executes on-going trainings in computer skills outlined in the District Technology Plan and as assigned by CTO;~~
- ~~Develop and provide training for new upgrades prior to implementation;~~
- ~~Design and implement post-course documentation, including course summaries and course evaluations;~~
- Serve as the Local Educational Agency (LEA) contact for the District related to student information; maintain CALPADS information including the assignment of Statewide Student Identification (SSID) numbers; resolves anomalies and works with staff to add/clean up student data in the student information system to correct errors in CALPADS submissions.
- Performs regular, ongoing transfers of data between data systems, including the importing and exporting of data; reconciles data between CALPADS and the student information system on a regular, ongoing basis; converts data to and from different formats for the purpose of facilitating data exchange between people or systems; prepares timely and accurate CALPADS data submissions.
- Maintains knowledge of District, state and federal reporting requirements, including data needs and reporting timelines.
- Communicates reporting requirements to staff in a timely manner; establishes and implements District-wide uniform data collection processes based on database

capabilities and current/future reporting requirements of local, state and federal programs.

- Creates advanced queries to print reports.
- Provides guidance and assistance to users regarding the production, printing and distribution of regular and special reports such as schedules, attendance, grades and student demographic data.
- Participates in the end-of-year rollover processes.
- Coordinates and provides technical support and training to school sites and District staff in the use of computerized student databases, data entry of various student records and report generation.
- Collaborate with other district departments to ensure accuracy of data.
- Provides training, orientation, and support to employees in basic use of district account and technology systems.
- ~~Prepare, validate and submit data files to be exchanged between systems used in the District, including the student achievement data system, student information system (Aeries), and required state databases (CalPADS);~~
- Manage and configure user accounts, access, and privileges;
- ~~Monitor integrity of data and notify users if corrections are needed;~~
- ~~Create reports;~~
- ~~Maintain backup files;~~
- ~~Provide database maintenance as needed;~~
- Monitor status of computer support help calls and communicate with staff about the status of their help calls.~~;~~
- Analyze support ticket and customer experience data; generate reports and data analysis regarding support and customer experience.
- Provide support on the district's data confirmation and enrollment process to staff and parents.
- Assist technicians with ~~computer repair~~technology support as needed.~~;~~
- Maintain computers, printers and other equipment in good working order.

OTHER REPRESENTATIVE DUTIES:

- Engage in cross training on department functions and demonstrate use of knowledge to support department needs.
- Attend workshops to update skills.~~;~~
- Assist other departments on special projects as assigned.~~;~~
- Perform other duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- District and state regulations, rules, policies and procedures applicable to the maintenance of student records and the reporting of student attendance and other data.
- Functions, operations and data input/output procedures of student information systems, including methods for creating system queries for a variety of purposes.

- Database management systems and software, including relational databases, diagnostic tools, commands and utilities.
- Methods, principles, practices and techniques for troubleshooting and determining the causes of system, computer and PC hardware problems and device errors and failure.
- Microsoft Active directory.
- ~~Microcomputer~~ Computer operating systems and troubleshooting techniques for Macintosh, Chromebook, and PC based computer systems.
- ~~Microcomputer hardware architecture, design, installation, and repair.~~
- ~~Materials, methods and tools used in the operation, installation and repair of computer and network systems.~~
- ~~Software applications utilized by the District~~
- Record-keeping and report preparation techniques.
- Interpersonal skills using tact, patience, and courtesy.
- Operation of various computers, operating systems and software, including the Internet.
- Oral and written communication skills.
- Customer service practices.
- Basic instructional techniques.
- Importing and exporting data in relational databases.
- Reporting functions of database systems.
- Laws, rules, and regulations related to assigned activities.

Ability to:

- ~~Formulate training policies, programs, and schedules, based on knowledge of identified training needs, instructional technologies, and changes in products or services.~~
- ~~Select appropriate instructional procedures or methods such as individual training, group instruction, self study, lectures, demonstrations, simulations exercises, and computer-based training.~~
- Analyze difficult problems, evaluate alternatives and make sound recommendations.
- Audit, validate, correct and ensure detailed accuracy of all types of student data and generate a wide variety of required reports, documents and data imports/exports in a timely manner.
- Provide user training related to the use of student information systems and state accountability systems.
- Organize, research and maintain student records and specialized data files.
- Troubleshoot, diagnose and resolve complex and ambiguous database, computer hardware and software problems and failures of varying difficulty efficiently and effectively.
- Operate a computer, standard business software and a variety of computer software programs and databases related to area of assignment.
- ~~Organize and develop training manuals, reference library, testing and evaluation procedures, multimedia visual aids, and other educational material.~~
- Develop policies and procedures for District ~~microcomputer~~ technology use.

- Quickly respond to requests for information that may require manipulation of large amounts of data.
- ~~Effectively analyze data and to provide comprehensive reports to management and stakeholders.~~
- ~~Troubleshoot and repair basic system malfunctions and maintain microcomputer operating systems.~~
- ~~Perform technical work in the repair, maintenance, and installation of a variety of computerized equipment and peripherals.~~
- ~~Research, analyze, and recommend new system software and hardware.~~
- Understand and follow oral and written instructions.
- Maintain records and prepare reports related to assigned activities.
- Communicate effectively both orally and in writing.
- Use excellent telephone and interpersonal skills and establish and maintain a cooperative working relationship with others.
- Plan, organize, prioritize, and schedule work.
- ~~Work a modified schedule to accommodate evening trainings for staff.~~
- Work under aggressive deadlines, independently, and with minimum direction.
- Ability to perform work independently without supervision.

MINIMUM QUALIFICATIONS:

Education:

Any combination equivalent to: Bachelor's degree in computer science, business administration, management information systems or related field. Current standard technology certifications are desirable.

Experience:

Three (3) years of related experience performing duties of increasing responsibilities in a computing environment. Proven experience in ~~designing and performing technical trainings~~ computer system, database support, and/or maintenance of student records using a computerized student information system. Experience working in a progressive educational setting is preferred. Experience with relational database management systems, CalPADS, student information systems, and other educational-related data systems is highly desirable.

License Requirement:

Possession of a valid California Motor Vehicle Operator's License

Personal Qualities:

- Independent Worker
- Maturity and good judgment
- Neat and clean appearance
- Willingness to assume a wide range of responsibilities
- Willingness to learn new skills
- Willingness to continuously improve
- Pleasant interpersonal skills

- Good organizational skills
- Commitment to professional courtesy
- Belief in high standards
- Commitment to professional responsibility
- High intrinsic motivation

WORKING CONDITIONS:

- Primarily indoor work environment.
- Constant interruptions.

Physical Requirements:

- Hearing and speaking to exchange information and make presentations.
- Dexterity of hand and fingers to operate a computer keyboard.
- Lifting and carrying moderately heavy computer equipment.
- Vision: Must possess vision (which may be corrected) to read small print and computer screens.
- Speech and Hearing: Must possess hearing (which may be corrected) to use a telephone and to hear discussions and questions during public and school meetings and productions. The individual is required to speak clearly and distinctly, to make lengthy oral presentations, and to converse by telephone.
- Ability to frequently stand, sit, reach, grasp, stoop, bend, push, pull, kneel, squat, and twist.
- Ability to climb stairs.

Operation of Vehicles, Machinery, and Equipment Requirements:

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

Mental and Emotional Requirements:

- Ability to understand and follow oral and written directions.
- Ability to work independently with little direction.
- Ability to concentrate to meet numerous deadlines.
- Ability to establish and maintain effective working relationships with others.
- Ability to make independent decisions to respond to numerous requests, deadlines, and to prioritize assignments.
- Ability to exchange information.
- Ability to learn the procedures, function and limitations of assigned duties.
- Ability to establish effective relationships with a wide range of people.
- Ability to give direction and to exercise tact, diplomacy, empathy, and firmness in sometimes highly emotional situations.

HAZARDS:

- Working with equipment that may potentially cause electrical shock.

22. ACTION **June 26, 2018**

Approval: **Agreement for Contracted Services with West Health Advocate Solutions, Inc., to Provide Employee Online Wellness Services with a Not-to-Exceed Amount of $23,000**

Proposal

Staff proposes the Board of Education approve an agreement for contracted services with West Health Advocate Solutions, Inc., to provide employee online wellness services with a not-to-exceed amount of $23,000.

Background

In October 2017, the District received a rebate from Blue Shield for approximately $23,000 for overpayment of Affordable Care Act (ACA) fees. In November 2017, the District Insurance Committee, which consists of four members each from the Classified School Employees Association (CSEA), Laguna Beach Unified Faculty Association (LaBUFA), and management/confidential group, determined that this rebate should be applied to wellness programs for employees.

The Wellness Subcommittee, consisting of six members of the Insurance Committee, began meeting in December 2017 to begin the process of developing goals, strategies and plans for implementation. The Wellness Subcommittee identified the following goals and strategies:

Wellness Goals

- Motivate positive behavior changes in employee wellness
- Increase employee morale and engagement
- Empower employees to live better
- Reduce negative medical trends

Wellness Strategies

- **Program Components**
  - Health risk assessments
  - Disease management
- **Biometric Screenings**
  - Finger stick
- **Health Coaching**
  - Online and onsite coaching
- **Condition-Specific Management**
  - Stress/resilience
  - Sleep disorders
- **Healthy Engagement**
  - Fitness/activity
  - Health literacy
  - Nutrition
  - Challenges

The Subcommittee worked with the District's broker, Burnham Benefits, to identify four vendors that could provide services to address the goals and strategies. The Subcommittee recommended the District provide an online wellness program with Health Advocate, a vendor that also provides the District's Employee Assistance Program. The online program includes health education resources and a health and wellness incentive program.

Budget Impact

This expenditure is budgeted at a not-to-exceed amount of $23,000, to be paid from the Blue Shield rebate.

Recommended Action

Staff recommends the Board of Education approve an agreement for contracted services with West Health Advocate Solutions, Inc., to provide employee online wellness services with a not-to-exceed amount of $23,000.

WEST HEALTH ADVOCATE SOLUTIONS, INC.
Principal Executive Offices:
3043 Walton Road
Plymouth Meeting, PA 19462

PLAN SPONSOR AGREEMENT

This Plan Sponsor Agreement ("this Agreement") is made and entered into by and between West Health Advocate Solutions, Inc., ("Health Advocate"), and **Laguna Beach Unified School District** ("Client"), and is intended to describe their business relationship in which Health Advocate will provide administrative and informational services to all eligible employees ("Employees") of **Client**, as well as the Employee's spouse, dependent children, parents and mothers and fathers in-law (collectively, "Members"). Health Advocate and Client will hereinafter collectively be referred to as "the Parties" and referred to individually each as a "Party."

1. **Description of Services:**

   Health Advocate will provide its **Online Wellness Services** as more fully described on Exhibit "**A**" (collectively, "the Services").

2. **Term / Termination:**

   a. This Agreement shall be effective as of **August 01, 2018** (the "Effective Date").

   b. The initial term of this Agreement shall be thirty-six (36) months from the Effective Date ("the Initial Term"). Thereafter, this Agreement shall automatically renew for consecutive three (3) year terms (each a "Renewal Term") unless either Party provides written notice to the other, at least sixty (60) days before the end of the Initial Term or any Renewal Term, of its intention not to renew this Agreement. The terms and conditions of this Agreement shall apply to the Initial Term and any Renewal Term unless modified in writing by the Parties.

   c. In the event that either Party shall default in the performance of any of its material covenants, or undertakings under this Agreement, and such default shall continue and not be corrected within thirty (30) days after the receipt of written notice thereof from the non-breaching Party specifying the default and requesting correction of such default, the non-breaching Party may terminate this Agreement by delivering written notice to such effect to the other Party, which notice shall be immediately effective upon receipt.

   d.

This Agreement shall automatically terminate upon the occurrence of any of the following events: (i) the making of a general assignment for the benefit of creditors by a Party; (ii) the filing of a voluntary petition or the commencement of any proceeding by either Party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension; (iii) any involuntary petition or the commencement of any proceeding by or against either Party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension that is not dismissed within ninety (90) days of the date that it was filed or commenced; or (iv) suspension of the transaction of the usual business of either Party for a period in excess of thirty (30) days.

e. Upon the termination or non-renewal of this Agreement and upon Client's written request, Health Advocate will destroy, without cost to Client, any Confidential Information that was received from Client pursuant to this Agreement in tangible, electronic, or other form, other than signed copies of this Agreement. Notwithstanding the foregoing, Health Advocate may retain one copy for its legal archives of any Confidential Information in its possession subject to any consent provided by or with such Member; if such Member consent does not exist such Member Confidential Information shall be subject to the confidentiality provisions of this Agreement.

3. Fees:

a. Client shall pay Health Advocate **$4.75** per Employee per month ("PEPM") for the Services as described herein ("Service Fees").

b. In addition to the PEPM Fee referenced above, Client shall also pay Health Advocate a one-time $2,000 installation fee for the Service(s).

c. This Service Fee applies to the first contract year, only. However, Service Fees will increase by no more than 10% in both year two (2) and year three (3) of the Initial Term. Notice of any Service Fee increase will be provided to Client, in writing, at least ninety (90) days prior to the annual anniversary date of this Agreement.

d. Such Service Fee shall be paid to Health Advocate on a **quarterly** basis and shall be received by Health Advocate, on or before the first (1st) day of the month for which Services are to be provided.

e. This Service Fee is based on approximately **350** Employee lives.

f.

This Service Fee includes Health Advocate's standard marketing materials including employee brochures and telephone number wallet cards shipped to a single location for distribution by Client. Other marketing materials will be provided to Client as electronic files in camera-ready format. Additional charges may apply for special requests including, but not limited to the costs associated with travel for employee meetings and/or health fairs; customized or additional educational, promotional, or marketing materials; and/or postage and shipping costs for such additional materials.

g. All Fees paid hereunder shall be sent with an electronic file compiled by Client containing information reasonably sufficient to permit Health Advocate to reconcile compensation payments in a timely manner.

h. Upon termination of this Agreement, payments under this section shall cease; however, Health Advocate shall be entitled to any payments due for periods or partial periods that accrued prior to the date of termination for which Health Advocate has not yet been paid.

4. Confidentiality:

a. The Parties agree to protect the privacy and confidentiality of any and all Member personal and medical information in their possession ("Confidential Information"), abiding by all applicable laws and regulations.

b. The Parties agree to abide by the Business Associate Agreement, attached hereto as Exhibit "B" and incorporated herein by reference, which contains such terms as are required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Final Rule for Standards for Privacy of Individually Identifiable Health Information adopted by the United States Department of Health and Human Services and codified at 45 C.F.R. part 160 and part 164, subparts A & E (the "Privacy Rule"), the HIPAA Security Rule, codified at 45 C.F.R. Part 164 Subpart C and Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH") including C.F.R. Sections 164.308, 164.310, 164.312 and 164.316 in effect, or as amended.

c. Health Advocate will not use any Confidential Information for any purpose other than that for which it is provided nor will Health Advocate sell, transfer or disclose this Confidential Information for its own benefit or the benefit of others.

d.

Health Advocate agrees that it shall notify Client, as soon as practicable, but at least within ten (10) business days, following discovery of any suspected or known unauthorized use or disclosure of Confidential Information, and will cooperate with Client, as necessary, to remedy such unauthorized use or disclosure by Health Advocate or any third-party and to prevent further unauthorized use.

e. Neither Party to this Agreement shall use any confidential information, (i.e., information that by its very nature is deemed to be confidential, including confidential business information), of the other Party: (a) for its own benefit or that of any third party; (b) to the Disclosing Party's detriment; or (c) in any manner other than to perform its obligations under this Agreement.

f. It is essential for Confidential Information, including Protected Health Information, to be maintained after the expiration of this Agreement for regulatory and other business reasons. Accordingly, Health Advocate's obligations of confidentiality with respect to Client's Confidential Information, exchanged during the Term of this Agreement, shall survive any termination or non-renewal of this Agreement.

5. Reports:

Upon request, Health Advocate will provide Client with its standard utilization reports, on an annual basis, for Groups that exceed five hundred (500) employees.

6. Indemnification:

a. Each Party shall indemnify, defend and hold harmless the other Party, its officers, employees, directors, affiliated companies and agents from and against any and all third party claims, actions demands and lawsuits (together "Claims") against the indemnified Party, and all resulting costs, liabilities, damages and expenses, including reasonable attorneys' fees and costs of suit arising out of:

   i. the indemnifying Party's breach or violation of any representation, warranty or covenant in this Agreement;
   ii. the violation by a Party, in the performance of its obligations hereunder of any law, statute, rule, regulation or order of a governmental authority; or
   iii. the indemnifying Party's negligence or willful misconduct.

b.

Client will indemnify Health Advocate for any Claim brought against Health Advocate arising out of, related to or as a result of Health Advocate's compliance with a specific Client direction. Further, Health Advocate shall have no obligation to indemnify Client for any Claim brought against Client arising out of, related to or as a result of Health Advocate's compliance with a specific Client direction.

c. The obligations of indemnity hereunder are conditioned on the Party seeking indemnification (i) giving the indemnifying Party prompt written notice of any Claim for which indemnification will be sought, (ii) permitting the indemnifying party to assume exclusively the control of the defense and settlement of such Claim, and (iii) providing reasonable assistance and cooperation (at the indemnified Party's expense) in the defense and settlement of such Claim. The indemnified Party may take part in its defense at its own expense after the indemnifying Party assumes the control thereof. The indemnifying Party shall not settle or compromise any indemnified Claim hereunder in a manner that admits fault or liability on the part of the indemnified Party, or requires the indemnified Party to take or forbear from taking any action, unless with the prior written consent of the indemnified Party (such consent not to be unreasonably withheld).

7. General:

a. Binding Agreement. This Agreement shall be fully binding upon and inure to the benefit of the legal representatives, successors in interest and permitted assigns of the Parties hereto.

b. Entire Understanding. This Agreement, along with its attachments, constitutes the entire Agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous arrangements, understandings, negotiations, and discussions of the Parties with respect to the subject matter hereof, whether written or oral; and there are no warranties, representations, or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

c.

Amendments to this Agreement. This Agreement may be amended only by the mutual written consent and agreement of the Parties. In addition, upon the enactment of any law or final regulation affecting the use or disclosure of Protected Health Information, or the publication of any definitive decision of a court of the United States or any state relating to any such law or the publication of any definitive interpretive policy or definitive opinion of any governmental agency charged with the enforcement of any such law or regulation, the Parties shall agree to amend this Agreement in such manner as necessary to comply with such law or regulation.

d. No Third Party Beneficiary. Nothing in this Agreement shall be construed to give any person or entity other than the Parties any legal or equitable claim, right, or remedy; rather this Agreement is intended to be for the sole and exclusive benefit of the Parties.

e. Assignability. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may be withheld in the other Party's sole discretion, except that this Agreement may be assigned by either Party without such prior written consent:
   i. to an affiliate of the assigning Party; or
   ii. to an entity that merges with or acquires the business or stock of such Party to which this Agreement relates. Subject to the foregoing, this Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective successors and assigns.

f. Relationship of the Parties. This Agreement does not, nor is it intended to, create a relationship of joint venture, principal and agent or partnership between the Parties. The relationship between the Parties is and shall be that of an independent contractor. Nothing in this Agreement shall create or be construed to create the relationship of employer and employee. Each Party acknowledges that it shall have no authority to obligate or bind the other Party in any way.

g. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to the choice of law doctrine or the conflicts of law principles of any other jurisdiction to the contrary. However, the Parties agree that, at least 45 days prior to initiating any litigation or complaint under this Agreement, they shall hold good faith informal dispute resolution meetings at a mutually agreed upon location.

h. Dispute Resolution. The Parties agree that in the event of a dispute or alleged breach they will work together in good faith to resolve the matter internally by escalating it to higher levels of management and, if necessary, to use a mutually agreed upon alternative dispute resolution mechanism prior to resorting to litigation.

i.

Limitation of Liability.

i. Limitation: NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY FOR EITHER PARTY IS LIMITED TO THREE TIMES THE AMOUNT PAID TO HEALTH ADVOCATE BY CLIENT FOR SERVICES DURING THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

ii. Application: THE FOREGOING LIMITS ON LIABILITY WILL APPLY WHETHER THE APPLICABLE CLAIM ARISES OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY AND CONTRACT, EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR FORESEEABLE.

iii. Time Limit: No cause of action which accrued more than two (2) years prior to the filing of a suit may be asserted by either Party.

j. The Health Advocate Trademark. Client recognizes that the "Health Advocate" trademark is the sole and exclusive property of Health Advocate and will take all reasonable and appropriate measures to avoid any actions that would harm such mark. Client is not authorized to prepare or distribute any promotional or descriptive material relating to this Agreement or the Services, other than for identification and/or distribution of promotional and descriptive materials, without the prior written approval of Health Advocate. However, once consent for particular language is granted, as to Client, it need not be requested for the same language, again.

k.

Notices. All notices, demands, solicitations of consent or approval and other communications hereunder required or permitted shall be in writing and shall be deemed to have been given when: (i.) personally delivered; (ii.) upon the date documented as being received when sent by facsimile or other electronic transmission; (iii.) five (5) business days after the date when deposited in the United States mail, sent postage prepaid or by registered or certified mail, return receipt requested; or (iv.) upon the date documented as being received when sent by private courier addressed as follows:

For Client:

Leisa Winston, Assistant Superintendent, Human Resources & Public Communications
Laguna Beach Unified School District
550 Blumont St.
Laguna Beach, CA 92651

Tel. No.: (949) 497-7700
Fax No.: (949) 497-7710
E-mail: lwinston@lbusd.org

For Health Advocate:

Katharine N. Begley, Senior Vice President, Head of Sales
West Health Advocate Solutions, Inc.
3043 Walton Road
Plymouth Meeting, PA 19462

Tel. No.: (610) 397-7398
Fax No.: (610) 825-7776
E-mail: kbegley@healthadvocate.com

Either Party may change its address for the receipt of notices hereunder by giving the other Party notice, as prescribed herein, of that new address.

l. Member Awareness. Client shall engage in ongoing and frequent communication with its employees to promote the Health Advocate Service.

m.

Non-Solicitation. During the Initial and any renewal Term of this Agreement and for a period of one (1) year following the date of termination or non-renewal hereof, Client shall not knowingly hire, solicit, or attempt to solicit the services of any current employee of Health Advocate without the prior written consent of Health Advocate. Violation of this provision shall entitle Health Advocate to receive from Client, as liquidated damages, an amount equal to two hundred percent (200%) of the solicited person's annual compensation. This covenant against solicitation shall not be construed to prevent "blind" advertisements or mailings that are directed to the public through the use of newspaper, television, radio or the internet.

n. Limitation of Authority. Neither Party shall obligate the other Party, nor make, alter or waive any of the terms or conditions of any of the other Party's forms, policies, contracts or advertising materials, except to the extent authorized in writing by the other Party. Neither Party shall hold itself out as an employee, partner or officer of the other Party, nor as an agent of the other Party or in any other manner, or for any other purpose than is set forth in this Agreement.

o. Survival of Certain Obligations. Any obligations set forth in this Agreement that by their nature should be continuous and survive any termination or non-renewal of this Agreement including, but not limited to, the obligations regarding confidentiality and indemnification shall be continuous and shall survive any termination or non-renewal of this Agreement.

p. Separability. Each provision of this Agreement shall be considered separable and if any provision or provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

q. No Waiver of Rights, Powers and/or Remedies. The failure or delay of either Party hereto in exercising or enforcing any right, power or remedy under this Agreement, and no course of dealing between the Parties hereto, shall be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

r. Reserved Rights. Health Advocate explicitly reserves the right to discontinue or withdraw from sale, modify, change, or amend any product, program or Service described in this Agreement, if it is determined by Health Advocate, in its sole discretion, to be necessary to do so based, for example, on a change in the legislative or regulatory environment in which Health Advocate operates.

s.

Titles. All section titles or captions contained in this Agreement are for convenience only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof and shall not be deemed part of the text of this Agreement.

t. Interpretation. The Parties hereto acknowledge and agree that (i) the rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms and provisions of this Agreement; and (ii) the terms and provisions of this Agreement will be construed fairly as to all Parties hereto and not in favor of or against a Party, regardless of which Party was generally responsible for the preparation of this Agreement.

u. Force Majeure. Neither Party hereto shall have any liability for delay or non-fulfillment of any terms of this Agreement caused by any cause not within such Party's reasonable control (but excluding financial inability) such as an act of God, war, riots or civil disturbance, strikes, accident, fire, transportation conditions, labor and/or material shortages, governmental controls, regulations and permits and/or embargoes.

v.

Counterparts. This Agreement may be signed in counterparts, which together will constitute one Agreement.

8. **DISCLAIMER:**

Client acknowledges its understanding that Health Advocate provides administrative, informational and referral type services, through its employees. Health Advocate does not provide health insurance or medical services, nor does it recommend treatment. Consequently, all medical services are provided by independent healthcare practitioners, who are not employees or agents of Health Advocate.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have caused this Agreement to be signed by their duly authorized representatives.

For Laguna Beach Unified School District:

Signed: _____

Name: _____

Title: _____

Dated: _____

For West Health Advocate Solutions, Inc.:

Signed: _____

Name: Katharine N. Begley

Title: Senior Vice President, Head of Sales

Dated: _____

EXHIBIT "A"

ONLINE WELLNESS SERVICES

The Wellness Advocate Service is an extension of the core Health Advocate Service. Health Advocate will provide its Wellness Services to those employees eligible to use the Services, as well as to the spouses and dependent children over eighteen (18) years of age of such employees (collectively "Wellness Members"). The Wellness Service includes the following features:

1. **PROGRAM FEATURES.** The Wellness program includes the following wellness and wellness-related features:

   a. Personal Health Profile ("PHP"). Health Advocate's PHP is a secure web-based tool which identifies many of an individual's health and lifestyle risks. Upon completion of the PHP, each Wellness Member receives results in the form of a personalized risk assessment report with guidance for reducing identified risks.

   b. On-line Support Tools and Information. Wellness Members have secure access to an array of on-line tools such as wellness workshops and tutorials, health measure trackers and on-line health information.

   c. Wellness Incentive Management. Health Advocate offers a complete points based Incentive Management Program for Clients who wish to provide health and wellness incentives to drive employee participation in their Wellness and Health Management initiatives.

      1. Services Include:

         i. Competition Administration Support;
         ii. Annual Incentive Strategy Planning Support;
         iii. Incentive Tracking and Administration – includes Participation and Outcome-Based Programs
         iv. Customizable Activity Point Values
         v. Worksite Event File Upload (2 per year)
         vi. Wellness Program Consultant
         vii. Customizable Incentive Guide Brochure
         viii. Custom text options on My Points Page within wellness portal

      2. Healthy Rewards program includes:

         i. Tracking eligible rewards points associated with activities or goals and conversion of reward points to dollars based on each program's reward points to dollar ration.
         ii. Provide member online access to shopping, redemption of eligible reward points and fulfillment of gift cards.
         iii. Client will retain full responsibility to fund sufficient reward dollars in their escrow account prior to the issuance of a gift card and will also retain administration of any federal, state or local taxation of reward dollars.

d. Zipongo Meal Planning Service.

1. Zipongo is an online website that offers personalized recipes based on a 55 question food frequency survey. Wellness Members can build grocery lists based on favorite recipes.

2. Service Includes:

i. 55 question food frequency survey
ii. Recipes and Categories
iii. Social Recipe Features
iv. Grocery List Builder

2. MedChoice Support. This Service is an on-line, self-directed, resource that provides Members with access to independently developed and widely accepted medical information to help them share in the decision-making process with their physician and/or other healthcare providers. Using this resource, Members can educate themselves, on various health topics, and make decisions about tests and treatment options based on information and personal preferences.

2. **PRIVACY POLICY AND PRACTICES.** Each Wellness Member is required to read and adhere to the terms and conditions of Health Advocate's privacy policy and practices as a condition of participating in the Wellness Program.

3. **REPORTING.** An online personalized summary and health risk assessment report is provided to each Wellness Member who completes an PHP. Upon request, annual statistical management reports will be provided to Client showing aggregate activity.

4. **AVAILABILITY OF ON-LINE SERVICES and SUPPORT.**

a. Health Advocate will use commercially reasonable efforts to ensure the web-based Wellness Advocate Services described herein are accessible to Wellness Members via the world wide web, twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of hosting services due to causes beyond Health Advocate's direct control.

b. Health Advocate reserves the right to modify or supplement the Wellness Services from time to time at its discretion, provided that no modification or supplement will materially diminish the functionality of the services as described herein.

c. Health Advocate will provide Wellness Members with e-mail based support for addressing technical questions or issues related to the performance and availability of web-based tools.

5. **EMPLOYEE AWARENESS.** Client agrees to take reasonable steps to encourage and promote employee awareness and utilization of the Wellness Service, including regular communication and reinforcement of the availability of this Service, and will

assist Health Advocate by issuing periodic program reminders and other related communications.

EXHIBIT "B"

BUSINESS ASSOCIATE AGREEMENT

The Parties hereby agree as follows:

1. Definitions:

a. *General Definitions.* Terms used but not otherwise defined in this Agreement, shall have the same meaning as those terms as set forth in the HIPAA Regulations, as defined below.

b. *Specific Definitions.*

(i) "Business Associate" shall mean Health Advocate, Inc. or any of its affiliated entities.

(ii) "Breach" shall have the same meaning given to such term in 45 C.F.R. § 164.402.

(iii) "Covered Entity" shall mean all group health plans of Client and its Affiliates for which Business Associate provides services to or on behalf of, individually and/or collectively.

(iv) "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, as amended from time to time and its implementing regulations (45 C.F.R. Parts 160-64) and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), that are applicable to business associates, along with any guidance and/or regulations issued by DHHS, in effect or as amended.

(v) "HIPAA Regulations" shall mean the regulations issued by the U.S. Department of Health and Human Services Office for Civil Rights with respect to HIPAA privacy, security, and enforcement, as set forth in 45 CFR Parts 160 and 164, in effect or as amended.

(vi) "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

(vii) "Protected Health Information" and electronic Protected Health Information (together "PHI") shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Client, in connection with the performance of the Services provided pursuant to the Plan Sponsor or Services Agreement entered into by and between Business Associate and Client, to which this BAA relates. PHI does not include health information that has been de-identified in accordance with the standards for de-identification provided for in the Privacy Rule.

(viii)

"Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

(ix) "Security Incident" shall have the same meaning given to such term in 45 C.F. R. § 164.304, but shall not include (i) unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate; and (ii) immaterial incidents that occur on a routine basis, such as general "pinging" or "denials of service."

(x) "Security Rule" shall mean the Standards for Securing PHI and ePHI as required by 45 CFR §164.302-164.318.

(xi) "Unsecured protected health information" refers to PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of Encryption or destruction.

(xii) "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

2. Obligations and Activities of Business Associate:

a. Business Associate shall not use or further disclose PHI other than as permitted or required pursuant to the underlying Health Advocate Services Agreement and any Addendum thereto, by this BAA, as Required or permitted by Law, or as directed by the Client.

b. Unless otherwise limited, in addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Business Associate may, use the PHI in its possession for the proper management and administration and to fulfill any legal responsibilities of the Business associate, de-identify any and all PHI created or received by it under this Agreement: provided that the de-identification conforms to the requirements of the Privacy Rule, and may aggregate the PHI with that of other covered entities for the purpose of providing Client with data analyses relating to the Health Care Operations of Client ; however, notwithstanding the foregoing Business Associate may not disclose the PHI of one client or covered entity to another of the clients or covered entities involved.

c. Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI as provided for by this BAA.

d. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

e. Business Associate shall report to the Client any Breach or Security Incident of Unsecured PHI of which it becomes aware within ten (10) business days. Business Associate's report shall include all information indicated in 45 CFR § 164.410(c).

f.

Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI agrees in writing to the same restrictions and conditions that apply to Business Associate with respect to such information. To the extent that Company provides Electronic Protected Health Information to any agent or subcontractor, it will require the agent or subcontractor to implement reasonable safeguards to protect the Electronic Protected Health Information consistent with the terms of this Agreement.

g. Business Associate shall document disclosures of PHI and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

h. Business Associate shall make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Client available to the Client, or at the request of the Client, to the Secretary in the time and manner designated by the Client or the Secretary, for purposes of the Secretary determining Client's compliance with the HIPAA Regulations.

i. Business Associate shall provide to Client or an Individual an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, in the time and manner designated by Client.

j. Business Associate shall retain all documentation indicated in 45 CFR § 164.530(j)(1) for the retention period in accordance with 45 CFR § 164.530(j)(2).

k. Business Associate shall determine the Minimum Necessary type and amount of PHI required to perform its services and will comply with 45 CFR §§ 164.502(b) and 164.514(d).

l. To ensure compliance with the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164 Subpart C, Business Associate shall:

i. implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Client;

ii. ensure that any agent, including a subcontractor, to whom Business Associate provides such electronic PHI agrees to enter into an Agreement with terms consistent with or substantially similar to those enumerated herein;

iii. ensure that any agent, including a subcontractor, to whom Business Associate provides PHI shall implement reasonable and appropriate safeguards to protect it;

iv. report immediately to the Client any successful unauthorized access, use, disclosure, modification, or destruction of electronic PHI or

interference with system operations in an information system of which Business Associate becomes aware; and

v. report to the Client the aggregate number of unauthorized access, use, disclosure, modification, or destruction of electronic PHI, or interference with system operations in an information system of which Business Associate becomes aware, no later than thirty (30) calendar days after discovery of the attempt(s).

m. Business Associate shall comply with all security and privacy provisions of 45 CFR Part 164, and the requirements of 45 CFR § 164.504(e)(1)(ii), and shall further comply with §13401 of the American Recovery and Reinvestment Act of 2009.

3. Permitted or Required Uses and Disclosures by Business Associate:

a. *General Use and Disclosure.* Except as otherwise limited in the Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Client as specified in the underlying Agreement, provided that such use or disclosure of PHI would not violate the Privacy Rule, including the Minimum Necessary requirement.

b. *Additional Use and Disclosure.*

(i) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI for the proper management and administration of the Business Associate's business or to carry out the legal responsibilities of the Business Associate consistent with the provisions of 45 CFR § 164.504(e)(4)(i) and (ii). Business Associate may only disclose PHI for such purposes if:

1) such disclosures are Required by Law; or
2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(ii) Except as otherwise limited in this BAA, Business Associate may use PHI to provide Data Aggregation services to Client as permitted by 45 CFR § 164.504(e)(2)(i)(B).

(iii) Business Associate may use or disclose PHI to the extent and for purposes authorized by an Individual.

(iv) Business Associate may use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 CFR § 164.502(j)(1).

(v) Business Associate must share PHI with Client for permitted purposes, such

as for audits performed by or on behalf of Client.

4.

Obligations of Client:

a. Client shall provide Business Associate with any changes in, or revocation of, Authorization by Individual or his or her personal representative to use or disclose PHI, if such changes affect Business Associate's uses or disclosures of PHI.

b. Client shall notify Business Associate of any restriction to the use or disclosure of PHI that Client has agreed to in accordance with 45 CFR § 164.522, if such changes affect Business Associate's uses or disclosures of PHI.

c. In the event that Client requires Business Associate to share, receive or disclose PHI to another vendor for purposes of fulfilling its obligations pursuant to the Health Advocate Services Agreement, Client agrees to assist Business Associate in obtaining a confidentiality agreement with such vendor.

5. **Permissible Requests by Client:** Client shall not request, Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Client, except as provided in Sections 3 (b)(i) and (ii) of this BAA.

6. **Term and Termination:**

a. *Term.* The Terms and Conditions set forth in this Business Associate Agreement shall commence as of the Effective Date of the Plan Sponsor Agreement or Services Agreement, as the case may be, to which this Business Associate Agreement relates and shall terminate when all of the PHI provided by or on behalf of Client to Business Associate, or created or received by Business Associate on behalf of Client, is destroyed or returned to Client, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with paragraph c of this Section 6.

b. *Termination for Cause.* Upon Client's knowledge of a material breach by Business Associate of a provision of this BAA, Client shall provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by Client, or if Business Associate has breached a material term of this Agreement and cure is not possible, Client may terminate Business Associate's services upon written notice to Business Associate.

c. *Effect of Termination.*

1) Except as provided in paragraph (c)(ii) of this Section 6, upon cancellation of Business Associate's services or termination of the Agreement for any reason, Business Associate shall return or destroy all PHI received from Client, or created or received by Business Associate on behalf of Client. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

2)

In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of the Agreement to such PHI and shall limit further use or disclosure of the PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

3) Notwithstanding the expiration, cancellation or termination of Business Associate's services or this BAA, Business Associate shall retain all required documentation for the retention period as set forth in Section 2(k) of this Agreement.

7. Miscellaneous:

a. *Regulatory References*. A reference in this BAA to a section in the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.

b. *No Third Party Beneficiary*. This BAA is intended for the sole benefit of Business Associate and Client. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever, except to the extent that the HIPAA Regulations validly requires the Secretary or any other person to be a third party beneficiary to this Agreement.

c. *Interpretation*.

(i) Any ambiguity in the Agreement shall be resolved in favor of a meaning that permits Client to comply with the HIPAA Regulations.

(ii) In the event of an inconsistency between the provisions of this Agreement and the HIPAA Regulations, as may be amended from time to time, as a result of interpretation by HHS, a court of competent jurisdiction, or another regulatory agency with authority to enforce HIPAA, the interpretation of HHS, or such court or other regulatory agency shall prevail.

(iii) In the event provisions of this Agreement differ from those mandated by the HIPAA Regulations but are nonetheless permitted by the HIPAA Regulations, the provisions of this Agreement shall control.

23. ACTION **June 26, 2018**

Approval: Agreement for Contracted Services with Nicole Miller & Associates, Inc., to Conduct Investigations into the Legal Residency of Enrolled Students Within the Jurisdiction of Laguna Beach Unified School District as well as Risk Management Investigations for 2018-2019 with a Not-to-Exceed Amount of $85,000

Proposal

Staff proposes the Board of Education approve an agreement for contracted services with Nicole Miller & Associates, Inc., to conduct investigations into the legal residency of enrolled students within the jurisdiction of Laguna Beach Unified School District as well as risk management investigations with a not-to-exceed amount of $85,000.

Background

This item is a contract renewal for investigatory services.

Education Code section 48200 indicates that students shall attend public school in the school district in which the residency of either the parent or legal guardian of the student is located. Ensuring that students enrolled in the district's schools actually reside within our district boundaries has been a long standing district practice. This practice is important to LBUSD because of our funding model and limited facility space. As a basic aid district, LBUSD is funded from the proceeds of local property tax and does not receive state aid (funding from the state) on a per pupil basis. When an address is falsified and a student resides outside our school district boundaries, not only does the district not receive revenue for those students; but, the student's actual school district of residence is deprived of the per pupil state aid. Some individuals go to great lengths to perpetuate the deception of a falsified residence and home visits become necessary. This is not an appropriate use of time for educational administrators and the task is more appropriately performed by a professional on a contracted as needed basis.

This investigator is also utilized to conduct investigations into complaints, personnel-related matters, and risk management issues as the firm has extensive training and experience in thorough, legally-complaint investigations and reports.

This investigator is also used by our property/liability insurance carrier and several other Orange County school districts.

Budget Impact

This General Fund expenditure is budgeted at a not-to-exceed amount of $85,000.

Recommended Action

Staff recommends the Board of Education approve an agreement for contracted services with Nicole Miller & Associates, Inc. to conduct investigations into the legal residency of enrolled students within the jurisdiction of Laguna Beach Unified School District as well as risk management investigations with a not-to-exceed amount of $85,000.

deEncio/Winston/Viloria

LAGUNA BEACH UNIFIED SCHOOL DISTRICT
(2018/19 School Year)

SECURITY / INVESTIGATIONS CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this (Board Approval Date):

1st	day of	July, 2018	

by and between

Nicole Miller & Associates, Inc.

Independent Contractor, hereinafter referred to as "Consultant" and the Laguna Beach Unified School District, hereinafter referred to as "District."

WHEREAS the District is in need of special services and advice:

WHEREAS such services and advice are not available at no cost from public agencies; and

WHEREAS Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

WHEREAS such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Nicole Miller & Associates, Inc.

2. List of Other Supportive Staff or Consultants:

Nicole Miller, President & CEO Ara RaisDana, Senior Investigator Mackenzie Kintz, Senior Investigator Alyssa Jarvis, Senior Investigator Lisa Strachan, Senior Investigator Brittney Hamilton, Senior Investigator Steve Doan, Senior Investigator Jacqueline Lee, Lead Investigator Tim Bernstein, Lead Investigator Martin Hanneman, Security Operations, Director

3. Consultant shall commence providing services under this AGREEMENT on:

Date:	July 1, 2018

and shall diligently perform as specified and complete performance by:

Date:	June 30, 2019

Consultant shall perform said services as an independent contractor calling and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

Provide administrative services required for investigative process.

5. District shall pay Consultant for services rendered satisfactorily * Scope of Work Agreement for details - ($150.00 hourly) Payment shall be made 30 days after receipt of invoice. Consultant shall submit an invoice to District for approval.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the Superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

   a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

   b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

   Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the

District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

8. This AGREEMENT is not assignable without written consent of the parties hereto.
9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

    Security & Investigative services

12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

    Specialized services are required on an as-needed basis.

    List any technical support that will need to be supplied by District:

    none

COMMON-LAW FACTORS
(IRS Revenue Rule 87-41)

Mark all items that are true for the intended Consultant:

[X] **No Instructions**: The consultant will not be required to follow explicit instructions to accomplish the job.

[X] **No Training**: The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.

[X] **Work Not Essential to the Employer**: The employer's success or continuation does not depend on the services of the consultant.

[X] **Right to Hire Others**: The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.

[X] **Control of Assistants**: Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.

[X] **Not a Continuing Relationship**: If frequent, will be at irregular intervals, on call, or whenever work is available.

[X] **Own Work Hours**: Consultant will establish work hours for the job.

[X] **Time to Pursue Other Work**: Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.

[X] **Job Location**: Consultant controls job location, under district discretion, whether on employer's site or not.

[X] **Order of Work**: Consultant, rather than employer, determines order or sequence of steps in performance of work.

[X] **No Interim Reports**: Only specific pre-determined reports defined in the consulting agreement.

[X] **Basis of Payment**: Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.

[X] **Business Expenses**: Consultant is responsible for incidental or special business expenses.

[X] **Tools and Equipment**: Consultant furnishes the identified tools and equipment needed for the job.

[X] **Significant Investment**: Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.

[X] **Possible Profit or Loss**: Consultant does these (check valid items):

- [X] Hires, directs, pays assistants
- [X] Has equipment, facilities
- [X] Has a continuing and recurring liability
- [X] Performs specific jobs for prices agreed-upon in advance
- [ ] Lists services in Business Directory
- [ ] Other (explain) _____

[X] **Work for Multiple Employers**: Consultant may perform services for more than one employer simultaneously, unless otherwise noted.

[ ] **Services Available to the General Public** (check valid items):

- [ ] Maintains an office
- [ ] Business license
- [ ] Business signs
- [ ] Advertises services
- [ ] Lists services in Business Directory
- [ ] Other (explain) _____

[ ] **Limited Right to Discharge**: Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).

[X] **No Compensation for Non-Completion**: Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:	DISTRICT:
Typed Name: Nicole Miller, President/CEO	
Nicole Miller & Associates	Laguna Beach Unified School District
Authorized Signature:	Authorized Signature:
Nicole Miller Consultant signs here	
Street Address:	Street Address:
905 Calle Negocio, #74182	
City, State, Zip Code	City, State, Zip Code
San Clemente, CA 92673	
Date:	Date:
June 1, 2018 date here	

Mark Appropriately:

Independent/Sole Proprietor:	Yes		No	X
Corporation:	Yes	X	No	
Partnership:	Yes		No	X
Other/Specify:				

Social Security Number	or	Federal Identification Number
		46-2531296

Telephone Number:	E-mail Address:
(949) 310-7645	nmiller@nmillerinv.com

If a corporation is being approved, the signature must be that of a responsible person. Typed corporation name must be identical to that on front page.

If an individual consultant, signature must match name on front page.

DISTRICT ADMINISTRATOR:

Signature of District Administrator **(sign prior to submitting to District indicating review and approval):**

Signature:		Date:	

24. ACTION **June 26, 2018**

Approval: Annual Contract with Atkinson, Andelson, Loya, Ruud & Romo for Legal Services in an Amount Not-to-Exceed $170,000

Proposal

Staff proposes the Board of Education authorize an annual not-to-exceed amount of $170,000 for Atkinson, Andelson, Loya, Ruud & Romo to provide legal services for the period initially beginning on July 1, 2018 and ending June 30 each year through the end of the agreement on January 31, 2020.

Background

The Board initially approved a three year agreement with Atkinson, Andelson, Loya, Ruud & Romo at the February 14, 2017 regular meeting for an annual not-to-exceed amount of $60,000. The Board authorized an increase to the not-to-exceed amount at the September 12, 2017 regular meeting for an annual amount of $170,000. Staff is recommending that the not-to-exceed amount for the 2018-19 fiscal year remain at $170,000.

Recommended Action

Staff recommends the Board of Education authorize an annual not-to-exceed amount of $170,000 for Atkinson, Andelson, Loya, Ruud & Romo to provide legal services for the period initially beginning on July 1, 2018 and ending June 30 each year through the end of the agreement on January 31, 2020.

Dixon/Viloria

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of February, 2017, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the "Law Firm," and LAGUNA BEACH UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District."

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for three years, commencing February 1, 2017, through January 31, 2020. For the period February 1, 2017, through January 31, 2020, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

	Feb. 1, 2017-Jan 31, 2018	Feb. 1, 2018-Jan. 31, 2019	Feb. 1, 2019-Jan. 31, 2020
Senior Partners	$280.00	$290.00	$300.00
Partners/Senior Counsel	$265.00	$275.00	$285.00
Senior Associates	$260.00	$270.00	$280.00
Associates	$235.00	$245.00	$255.00
Non-Legal Consultants	$200.00	$200.00	$200.00
Senior Paralegals/Law Clerks	$165.00	$170.00	$170.00
Paralegals/Legal Assistants	$155.00	$160.00	$160.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

B. In addition, the District hereby agrees to pay a 5% per month administrative charge calculated and based on monthly fees billed to cover related operational expenses incurred by the Law Firm. This administrative fee is in lieu of charging the District for Westlaw,

photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage. This does not include items listed in paragraph D below.

C. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

D. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent's or designee's prior approval in the event a particular cost item exceeds $2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals $2,000.00 or less. Typical cost advances include, but are not limited to, messenger fees, travel costs, bonds, witness fees, overnight delivery, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

E. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

F. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

G. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

H. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law

Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

I. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

J. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

K. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

L. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, and appellate law, the District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

V. RELATED POST-INVESTIGATION SERVICES

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the District, the District agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

VI. CONSENT TO JOINT REPRESENTATION

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide the District with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the District, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and District.

VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

VIII. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

IX. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

X. DURATION

This Agreement shall be effective February 1, 2017, through January 31, 2020, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

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XI. EXECUTION DATE

This Agreement is entered into this ___ day of _____, 2017.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: 3/2/17

By: _____
TERRY T. TAO

"District"

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Dated: [illegible]

By: _____
JEFF DIXON

25. ACTION **June 26, 2018**

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

Proposal

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

Background

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

Budget Impact

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

Recommended Action

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

INDEPENDENT ATTORNEY AGREEMENT

This AGREEMENT is hereby entered into between the Laguna Beach Unified School District, hereinafter referred to as "DISTRICT," and Best Best & Krieger LLP; Address: 18101 Von Karman Ave., Suite 1000, Irvine, CA 92612; Phone: (949) 263-2600; hereinafter referred to as "ATTORNEY."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Scope of Work: **ATTORNEY, under the direction of its designated partner, Epiphany Owen, will provide special legal services and advice to the District related to special education. ATTORNEY reserves the right to withdraw its representation as provided herein at any time deemed necessary or advisable by ATTORNEY. Retainer of the ATTORNEY as set forth herein shall not prevent the ATTORNEY from acting as attorneys in the future for clients having disputes, legal or otherwise, with the District which are not in any way connected with or do not involve the subject matter of this Agreement even though the same may result in litigation. It is understood that retainer of the ATTORNEY by District for the specialized services provided herein does not extend to matters of general representation for the District, and that the existing retainer agreement between the parties, as amended, shall continue in full force and effect except for the special services provided by this Agreement.**

2. Term. ATTORNEY shall commence providing services under this AGREEMENT on July 1, 2018 and will diligently perform as required through June 30, 2019.

3. Compensation. Services of the Firm pursuant to this Agreement shall be provided to District at the rate of Two Hundred Sixty Dollars ($260.00) per hour. Paralegal rate at $150.00 per hour. The scope of this Agreement shall not exceed $30,000 without prior authorization from the DISTRICT. District shall pay ATTORNEY according to the following terms and conditions: Upon monthly receipt of invoices indicating hours completed.

4. Expenses. DISTRICT shall be liable to ATTORNEY for all costs and expenses incurred in the course of rendering such services.

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

6. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate ATTORNEY only for services satisfactorily rendered to the date of termination (payment for hours worked). Written notice by DISTRICT shall be sufficient to stop further performance of services by ATTORNEY. Notice shall be deemed given when received by the ATTORNEY or no later than three days after the day of mailing, whichever is sooner. ATTORNEY reserves the right to withdraw its representation of District at any time ATTORNEY deems necessary or advisable.

7. Insurance. ATTORNEY agrees to carry malpractice and/or professional liability insurance in an amount satisfactory to the DISTRICT of $1,000,000.

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

9. Affirmative Action Employment/Non Discrimination. ATTORNEY agrees that it will not engage in unlawful discrimination in employment of persons because of sexual orientation, race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or gender of such persons.

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

11. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered

given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

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

LAGUNA BEACH UNIFIED	**ATTORNEY**
SCHOOL DISTRICT	**Best Best & Krieger LLP**
550 Blumont	**18101 Von Karman Ave. Suite 1000**
Laguna Beach, CA 92651	**Irvine, CA 92612**

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

THIS AGREEMENT IS ENTERED INTO THIS 26th DAY OF June, 2018.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT	**ATTORNEY**
By: _____	By: _____
Signature	Signature
Jason Viloria, Ed.D.	_____
Typed Name	Cathy Holmes
Superintendent of Schools	Attorney at Law, Best Best & Krieger LLP
Title	Title
	95-2157337
	Social Security or Taxpayer Identification Number

BEST BEST & KRIEGER LLP ATTORNEY AGREEMENT – Special Education – 18/19 SCHOOL YEAR.

26. ACTION **June 26, 2018**

Approval: **Agreement with Harbottle Law Group for General and Special Education Legal Counsel for 2018-20-19 with a Not-to-Exceed Amount of $50,000.00**

Proposal

Staff proposes the Board of Education approve authorize the agreement with Harbottle Law Group for general legal counsel for the 2018-19 school year with a not-to-exceed amount of $50,000.00.

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 and special education matters, 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 $215.00 per hour for senior counsel and $205.00 per hour for all other Harbottle Law Group attorneys. The rate for paralegal and legal support staff is not-to-exceed $105.00 per hour.

Budget Impact

The projected cost for this service is not-to-exceed $50,000.00.

Recommended Action

Staff recommends the Board of Education approve the agreement with Harbottle Law Group for general legal counsel for the 2018-19 school year with a not-to-exceed amount of $50,000.00.

Odipo/Viloria

RETAINER AGREEMENT BETWEEN HARBOTTLE LAW GROUP AND

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Effective July 1, 2018 through June 30, 2019

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, 2018 through June 30, 2019.

1. Scope of Work and Duties. Client hires HLG to advise Client and perform legal services for Client, including but not limited to matters involving Section 504 as well as Special Education matters, 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 be provided at a rate not to exceed Two-Hundred Fifteen Dollars ($215.00) per hour for Senior Counsel, and Two-Hundred Five Dollars ($205.00) per hour for all other HLG attorneys. The District also utilizes the services of paralegals and other legal support staff whose rates shall not exceed One Hundred-Five Dollars ($105.00) 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 12, 2018

Harbottle Law Group

By: _____
S. Daniel Harbottle, Director

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

Dated: _____, 2018

By: _____
Jason Viloria
Laguna Beach Unified School District

27. ACTION **June 26, 2018**

Approval: Approval of Use of Facilities Fee Schedule for 2018-2019 Fiscal Year

Proposal

Staff proposes the Board of Education approve the proposed Use of Facilities Fee Schedule for the 2018-2019 fiscal year, July 1, 2018 through June 30, 2019.

Background

California Education Code Section 38130, et seq. established the Civic Center Act (1998) which states every public school facility is a civic center. The governing board of any school district may grant the use of school facilities or grounds as a civic center upon the terms and conditions the board deems proper, subject to the limitations, requirements and restrictions set forth within the law. Laguna Beach Unified School District Board Policy No. 1001 titled Use of School Facilities and Grounds requires facility use fees to be in compliance with the Civic Center Act.

In compliance with the Civic Center Act, staff has updated the facilities use fee justification study which utilizes the California Department of Education (CDE) calculation report developed from the requirements of Title 5 Regulations Sections 14037 through 14042. The updated study identifies direct cost fees for applicant's use of the various school facilities and grounds for the 2018-2019 fiscal year. The direct cost fees are summarized in the 2018-2019 Use of Facilities Fee Schedule.

Staff utilizes an online facilities request system to manage the District's facilities use requests in compliance with the Civic Center Act.

Budget Impact

There is no financial impact since the fees for applicant's use are based off the District's direct costs to provide the facility use.

Recommended Action

Staff recommends the Board of Education approve the proposed Use of Facilities Fee Schedule for the 2018-2019 fiscal year, July 1, 2018 through June 30, 2019.

Zajda/Dixon/Viloria

Laguna Beach Unified School District

Use of Facilities - Fee Schedule
Fiscal Year 2018-2019

FACILITY			
Type of Use	**Group "A"**	**Group "B"**	**Group "C"**
	FEES PER HOUR	FEES PER HOUR	FEES PER HOUR
Classroom	No charge when custodian is scheduled. After hours custodial charges are $35/Hr. District reserves the right to assess appropriate utility charges for all use.	$ 29.00	$ 37.00
Fields		$ 18.00	$ 30.00
Gym - LBHS Dugger		$ 47.00	$ 134.00
Gym - LBHS North		$ 30.00	$ 92.00
Gym - TMS		$ 39.00	$ 112.00
Media Center - LBHS		$ 32.00	$ 81.00
Media Center - TMS		$ 31.00	$ 61.00
Multi-Purpose Room		$ 12.00	$ 47.00
Parking Lot		$ 8.00	$ 20.00
Restrooms		$ 29.00	$ 39.00
Stadium - LBHS		$ 52.00	$ 213.00

THEATRE			
Theatres (in order of size) ***Non Refundable Deposit of up to 50% may be required**	**Group "A"**	**Group "B"**	**Group "C"**
	FEES PER HOUR	FEES PER HOUR	FEES PER HOUR
LBHS Artists Theater 421 Seats (Stage, Curtain & Pit - No Side Stage)		$ 158.00	$ 316.00
TMS Blackbox 150 Seats (Blackbox Space w/ Audio-Visual Equipment)		$ 32.00	$ 120.00

$40/Hr Theatre Manager Rates apply to all theater events

$35/Hr Custodial/Utility Rates apply to events

District reserves the right to adjust hourly rates in response to adjustments of utility rates.

Applications, Revisions and Cancellations may be charged a $25 per incident fee.

Group "A" - Group A users are LBUSD groups or non-profit groups organized to directly promote LBUSD activities.

Group "B" - These are groups which expend their net proceeds for the benefit of LBUSD students or other educational organizations. To qualify for Group B, they must be registered with the state of California with a 501c3 and/or 100% of the group participants must be located within the boundaries of LBUSD and or be residents of Laguna Beach.

Group "C" - Non-profit and for profit groups which do not expend their net proceeds for the benefit of LBUSD students. Other organizations not eligible as Group A or Group B under the Civic Center Act also are Group C users.

Rev. 06.22.2018

28. ACTION **June 26, 2018**

Approval: Disposal of District Surplus Property

Proposal

Staff proposes the Board of Education authorize the Director of Facilities to coordinate and manage the disposal of surplus property by sale by means of public auction by contract with a private auction firm TLC Auctions, donation, trade, and/or disposal, as per Education Code Sections 17545 and 17546.

Background

During the school year, all property that is not required for school purposes, or if it should be disposed of for the purpose of replacement, or if it is unsatisfactory or not suitable for school use is accumulated and stored either at the school site or at the District Warehouse for proper disposal. Items identified for disposal may include non-functional office equipment, audio/video systems, computers, computer parts, and miscellaneous items. The Board may delegate authority to the Director of Facilities to identify and dispose of item(s) in which the sum total is less than $2,500 to dispose of by the means of disposal per Education Code Section 17545 and 17546. For item(s) identified to have a value, of which is less than $2,500, staff proposes to privately contract with TLC Auctions for the sale of the property at auction. TLC Auction is an experienced auction firm with experience providing past services to the District and also for other school districts in Orange County.

Budget Impact

There is no impact to the general fund. The cumulative value of item(s) is less than $2,500 and utilization of this service will generate minimal revenue.

Recommended Action

Staff recommends the Board of Education authorize the Director of Facilities to coordinate and manage the disposal of surplus property by sale by means of public auction by contract with a private auction firm TLC Auctions, donation, trade, and/or disposal, as per Education Code Sections 17545 and 17546.

Zajda/Dixon/Viloria

10012-10022 CITRUS AVENUE
FONTANA, CA 92335
909-823-3428
www.tlcauctions.com

AGREEMENT

This agreement dated the 1st day of July, 2018 in the County of San Bernardino, State of California, between **Laguna Beach Unified School District** hereinafter referred to as SELLER, and **TLC Auctions** hereinafter referred to as AUCTIONEER.

This Agreement is to conduct an unreserved auction for the sale of all board approved surplus property to the SELLER'S needs either through offsite auctions, online at TLCAuctions.com or at eBay.com

1. For all the services, which AUCTIONEER is obligated to perform under the terms of this Agreement, the SELLER shall pay to the AUCTIONEER a standard Seller's Fee of 45 percent of gross sales. AUCTIONEER shall provide a check made payable **Laguna Beach Unified School District** for net proceeds of auction. The check shall be delivered to SELLER no later than forty-five (45) business days after the sale and removal of sold items.

2. The duty of the AUCTIONEER shall be to serve as AUCTIONEER and to provide the necessary additional team members to solicit and receive bids on property offered for sale and to award said property to the highest qualified bidder. AUCTIONEER has a security bond (#62307468) on file with the State of California. AUCTIONEER is also licensed by the State of California Cal Recycle Program for the collection of electronic waste (#116172). AUCTIONEER shall perform all other duties in regards to such sales, including but not limited to transportation of surplus items, tagging, inventorying, set-up, advertising, telemarketing, clerking, cashiering, DMV paperwork (if applicable), bookkeeping and all other related functions.

3. AUCTIONEER shall be an independent contractor retained by the SELLER for the aforementioned purpose. Employees of the AUCTIONEER will not be considered for any reason to be employees of the SELLER.

4. It shall be the responsibility of the AUCTIONEER to obtain, at the AUCTIONEER'S expense, all required licenses and permits necessary to perform under this Agreement. SELLER warrants that they are the owner of and have merchantable title to the items of surplus property offered for sale as set forth in this agreement, and grants to the AUCTIONEER the right to convey a merchantable title to that property to the successful buyer at the auction. SELLER shall offer all

board approved surplus property to AUCTIONEER. In the event SELLER provides a listing of surplus items, said list will be made an integral part of this Agreement as Addendum "A". No items shall be removed from Addendum "A" less than four days prior to the scheduled auction date.

5. Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising out of willful misconduct or gross negligent acts or omissions on the part of the Party's own officers, agents, contractors, or employees under or in connection with any obligation under this Agreement.

6. AUCTIONEER shall comply with all Federal, State, and County safety, environmental, and sanitation laws and regulations.

7. In the case of dispute, the laws of the State of California and the County of Los Angeles shall apply.

8. Non-discrimination in the performance of the terms of this Agreement: AUCTIONEER agrees that he will not engage in or permit subcontractors where applicable, as he may employ, from engaging in discrimination in employment of persons because of race, color, sex, religion, ancestry or national origin.

9. AUCTIONEER shall provide SELLER with the selling price for each lot sold.

10. With this signed agreement SELLER hereby appoints AUCTIONEER as their attorney in fact, to complete all necessary DMV documents as needed, to transfer ownership as required by law of the items sold pursuit to this agreement.

11. The term of this agreement shall be for a period of 1 year and will end on the 30th day of June, 2019. The SELLER or AUCTIONEER have the right to terminate this agreement at any time after thirty (30) days prior written notice specifying the desired date of termination. The provisions of this Section Shall survive the expiration or sooner termination of this Agreement with respect to any such matters arising in connection with any event occurring prior to such expiration or termination.

The parties hereto have executed this Agreement on the 1st day of July 2018

By: _____ By: _____

Date: 5/16/18 Date: _____

TLC Auctions **Laguna Beach Unified School District**

Laguna Beach Unified School District

29. ACTION **June 26, 2018**

Approval: Independent Contractor Agreement with Chris McNeany in an Amount Not-to-Exceed $5,790.00

Proposal

Staff proposes that the Board of Education approve an independent contractor agreement with Chris McNeany for services associated with the annual leadership workshop.

Background

Each year LBUSD hosts a leadership workshop for all management staff. This workshop provides staff the opportunity to share and discuss their strengths, renew and build relationships with peers, identify best practices and research in education, and grow as educational leaders. In addition, staff will participate in team building activities to further develop a strong culture and climate in LBUSD.

Budget Impact

The budget impact for these professional development days is not-to-exceed $5,790.00.

Recommended Action

Staff recommends the Board of Education approve the independent contractor agreement with Chris McNeany for services associated with the annual leadership workshop.

Webber/Viloria

INVOICE #060818

Chris McNeany

P.O. Box 69159 West Hollywood, CA 90069
323-540-0735

DATE of training: August 16-17, 2018

BILL TO
Laguna Beach USD

550 Blumont St. Laguna Beach, CA 92651
PHONE 949-497-7700 Ext. 5202

FOR
Amazing Builders and Leadership training up to 35 people

Details	**AMOUNT**
Amazing Builders	$3,295.00
Leadership Training	$2,495.00

SUBTOTAL	$5,790.00
TAX RATE	0.00%
TRAVEL	$0.00
TOTAL	$5,790.00

Make all checks payable to Chris McNeany

If you have any questions concerning this invoice, use the following contact information:

Chris McNeany 323-540-0735 Cmcneany@gmail.com

THANK YOU FOR YOUR BUSINESS!

Laguna Beach Unified School District

30. ACTION **June 26, 2018**

Approval: Agreement with Learning Together Strengths Academy for a One-Day Gallup Strengths Workshop on August 23, 2018 in An Amount Not-to-Exceed $15,995.00

Proposal

Staff proposes that the Board of Education approve an agreement with Learning Together Strengths Academy for facilitation of a one-day Gallup Strengths Workshop on August 23, 2018 for 25 attendees.

Background

The Gallup Strengths Workshop will lead 25 attendees through a process of inclusivity and cultural relevance training. The strengths concept is used in academic general education, academic intervention processes, behavior interventions, behavioral norms, and other areas. Building on a foundation of strengths helps staff define their beliefs about their capabilities to produce designated levels of performance through cognitive, motivational, affective, and selection processes. This workshop is intended to identify ways that teachers can use student's strengths in their everyday classroom instruction to support learning.

Currently Thurston Middle school has implemented Strengths curriculum in 6th grade and have also had all staff attend 3 workshops building on their strengths. Staff at El Morro and Top of the World Elementary school will also have a site training on their strengths in August.

Budget Impact

The budget impact for these professional development days focused on social and culture climate is not-to-exceed $15,995.00.

Recommended Action

Staff recommends the Board of Education approve the agreement with Learning Together Strengths Academy for a one-day Gallup Strengths Workshop on August 23, 2018 for 25 attendees.

Webber/Viloria

learning L2 together™

Learning Together STRENGTHS Academy

Company Address	5509-B W Friendly Ave Suite 201 Greensboro, NC 27410	Created Date	6/13/2018
		Expiration Date	7/31/2018
		Quote No.	201806-51
Company Name	Learning Together	Contact Name	Jason Viloria
Phone	(866) 921-0000	Title	Superintendent
		Email	jviloria@lbusd.org
Bill To Name	Laguna Beach Unified School District	Ship To Name	Laguna Beach Unified School District
Bill To	550 Blumont Street Laguna Beach, CA 92651		

Product	Line Item Description	Quantity	List Price	Sales Price	Total Price
AG1: Gallup 1-Day Workshop	Gallup one-day strengths workshop; maximum 25 participants. Learning Together package includes lunch for all participants and one-hour wrap up session at end of day facilitated by Learning Together.	1.00	$24,995.00	$15,995.00	$15,995.00
Z1: Special Notes	Confirmed for August 23, 2018 with Gallup facilitator JerLene Mosely. Full package invoiced through Learning Together.	1.00	$0.00	$0.00	$0.00

Totals

	Total Price	$15,995.00
8% shipping and handling applies to materials only	Grand Total	$15,995.00

This is a proposal quote, NOT an invoice.

I accept this proposal on behalf of the designated district, school and/or contact.

Signed: _____ Title: _____

Date: _____ PO Number: _____

Does not include any applicable state or local taxes.

Pricing valid for 90 days from date of quotation. After 90 days, pricing and shipping costs may be subject to change. Please contact your

Laguna Beach Unified School District

31. ACTION June 26, 2018

Approval: **Amended Employment Contracts for the Assistant Superintendents of Business, Human Resources and Public Communications, and Instructional Services**

Proposal

The amended employment contracts for LBUSD Assistant Superintendent, Business Services; Assistant Superintendent, Human Resources and Public Communications; and, Assistant Superintendent, Instructional Services are presented to the Board of Education for review and approval. The term of the contracts is to be through June 30, 2021.

Background

On June 12, 2018, the Board approved negotiated agreements with the Laguna Beach Unified Faculty Association and Classified School Employees Association. The agreements included a two-percent salary increase and a 0.5% off schedule payment. The agreement also included an additional 1% one-time, off schedule payment as a result of the adopted State budget, which resulted in an increase in one-time unrestricted funds. 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; Assistant Superintendent, Human Resources and Public Communications; and, Assistant Superintendent, Instructional Services through June 30, 2021.

Viloria

AMENDMENT #1 TO THE EMPLOYMENT AGREEMENT
Between
LAGUNA BEACH UNIFIED SCHOOL DISTRICT
and
JEFFREY DIXON

This Amendment #1 to the Employment Agreement ("Amendment") is made and entered into this 26th day of June, 2018, 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, 2018, and terminating on June 30, 2021. 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 3 of the Assistant Superintendent certificated Management salary schedule:

Step 3 (2018-19)	$187,598
Step 4 (2019-20)	$192,057

Step 5 (2020-21)	$196,619

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.

For the 2018-19 school year the Assistant Superintendent will also receive a one-time payment of one and one-half percent (1.5%) of base salary in the amount of $2,813.97 in accordance with the compensation package provided to the certificated management group.

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 243 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 #1 TO THE EMPLOYMENT AGREEMENT
Between
LAGUNA BEACH UNIFIED SCHOOL DISTRICT
and
LEISA WINSTON

This Amendment #1 to the Employment Agreement ("Amendment") is made and entered into this 26th day of June, 2018, 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, 2018, and terminating on June 30, 2021. 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 6 of the Assistant Superintendent certificated Management salary schedule:

Step 6 (2018-19)	$203,049
Step 7 (2019-20)	$221,325

Step 7 (2020-21)	$221,325

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.

For the 2018-19 school year the Assistant Superintendent will also receive a one-time payment of one and one-half percent (1.5%) of base salary in the amount of $3,045.74 in accordance with the compensation package provided to the certificated management group.

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 243 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

LEISA WINSTON

_____
Leisa Winston Date

AMENDMENT #1 TO THE EMPLOYMENT AGREEMENT
Between
LAGUNA BEACH UNIFIED SCHOOL DISTRICT
and
ALYSIA ODIPO, ED.D.

This Amendment #1 to the Employment Agreement ("Amendment") is made and entered into this 26th day of June, 2018, by and between the Governing Board ("Board") of the LAGUNA BEACH UNIFIED SCHOOL DISTRICT ("District") and DR. ALYSIA ODIPO ("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, Instructional Services for a period of three (3) years beginning July 1, 2018, and terminating on June 30, 2021. 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 3 of the Assistant Superintendent certificated Management salary schedule:

Step 3 (2018-19)	$187,598
Step 4 (2019-20)	$192,057

Step 5 (2020-21)	$196,619

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.

For the 2018-19 school year the Assistant Superintendent will also receive a one-time payment of one and one-half percent (1.5%) of base salary in the amount of $2,813.97 in accordance with the compensation package provided to the certificated management group.

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 243 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

DR. ALYSIA ODIPO

_____
Alysia Odipo Date

Laguna Beach Unified School District

32. ACTION June 26, 2018

Approval: **Employment Contract for the Superintendent**

Proposal

The 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, 2021.

Background

On June 12, 2018, the Board approved negotiated agreements with the Laguna Beach Unified Faculty Association and Classified School Employees Association. The agreements included a two-percent salary increase and a 0.5% off schedule payment. The agreement also included an additional 1% one-time, off schedule payment as a result of the adopted State budget, which resulted in an increase in one-time unrestricted funds. 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 contract for the Superintendent through June 30, 2021.

Vickers

AMENDMENT #2 TO THE EMPLOYMENT AGREEMENT
Between
LAGUNA BEACH UNIFIED SCHOOL DISTRICT
and
JASON VILORIA, ED.D

This Amendment #2 to the Employment Agreement ("Amendment") is made and entered into this _____ day of _____, 2018, 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 _____, 2016.

B. The Agreement was amended on September 12, 2017 ("Amendment No.1").

C. Collectively the original Agreement and Amendment No. 1 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, 2020.

D. Amendment No. 1 also amended other terms of the Agreement between Board and Superintendent.

E. 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 and Amendment No. 1 are deleted, and are replaced with the following:

   The Board hereby employs the Superintendent as Superintendent of Schools for a period of three (3) years beginning July 1, 2018, and terminating on June 30, 2021. 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 and Amendment No. 1 are deleted, and are replaced with the following:

   The Superintendent's minimum annual salary shall be two hundred sixty thousand two hundred twenty-nine ($260,229) for twelve (12) months (243 days) of full-time employment, under this Agreement (July 1, 2018 through June 30, 2021), 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 on the average or median percentage increase given on the administrative salary schedule for a step and column raise, as follows:

Step 3 (2018-19)	$260,229
Step 4 (2019-20)	$266,269
Step 5 (2020-21)	$272,448

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.

For the 2018-19 school year the Superintendent will also receive a one-time payment of one and one half of one percent (1.5%) of base salary in the amount of $3,903 in accordance with the compensation package provided to the certificated management group.

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. Section VII, Miscellaneous: The provisions of Section II of the Agreement and Amendment No. 1 are deleted, and are replaced with the following:

This Agreement may be modified at any time by mutual agreement of the Board and Superintendent.

The Superintendent hereby represents that he is, on the date of this Agreement, a holder of a valid California school administrative credential and a valid California teaching credential. The Superintendent agrees to maintain such credentials throughout the term of this Agreement.

In accordance with the provisions of Government Code §825 and 995, the District shall defend the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent was acting within the scope of employment.

Upon retirement or separation from the district, the Superintendent will continue to be indemnified for any actions taken against him/her related to her role as the Superintendent.

This Agreement is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education of California, and all rules and regulations of the Board, including but not limited to Government Code Sections 53260 and 53261, incorporated herein.

All promises and covenants contained herein are severable, and in the event any of them shall be held invalid by court or competent jurisdiction, this Agreement shall be interpreted as if such invalid promises or covenants were not contained herein.

4. Except as modified herein, all remaining terms and conditions of the Employment Agreement and Amendment No. 1 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