



LAGUNA BEACH
UNIFIED SCHOOL DISTRICT

**Regular Meeting
of the
Board of Education**

AGENDA

June 27, 2017

ADMINISTRATION

Jason Vilorio, Ed.D., Superintendent of Schools
Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services
Jeff Dixon, Assistant Superintendent, Business Services
Leisa Winston, Assistant Superintendent, Human Resources and
Public Communications

BOARD OF EDUCATION

Jan Vickers, President
Dee Perry, Clerk
Ketta Brown, Member
Carol Normandin, Member
Peggy Wolff, Member

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

**LAGUNA BEACH UNIFIED SCHOOL DISTRICT
REGULAR MEETING**

550 Blumont
Laguna Beach, CA 92651

June 27, 2017

**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 DISCIPLINE/DISMISSAL/RELEASE**
Government Code §54957
 - B. NEGOTIATIONS**
Government Code §54957.6
 - i. Employee Organization: LaBUFA
District Negotiator: Leisa Winston
 - ii. Employee Organization: CSEA
District Negotiator: Leisa Winston
 - iii. Employee Organization: Unrepresented Employees
District Negotiator: Leisa Winston
- 5. CALL TO ORDER - OPEN SESSION**
- 6. PLEDGE OF ALLEGIANCE**
- 7. REPORT ON CLOSED SESSION ACTION**
- 8. ADOPTION OF AGENDA**
- 9. RECOGNITIONS**
 - a. LBUSD Spelling Bee Winner and Runner Up – *Chris Herkins and Lucas Silverman*
 - b. Community Partners
 - Laguna Beach Council of PTAs – *Tammy Skenderian*
 - SchoolPower President– *Taylor Pillsbury*
 - SchoolPower Endowment President – *Chris Clark*
 - Laguna Beach Rotary – *Julie Hile*
 - Boys and Girls Club of Laguna Beach –*Phyllis Phillips and Pam Estes*
 - Ocean Institute – *Danelle Hickman*
 - Laguna Beach Art Museum – *Marinta Skupin and Irin Mahaparn*

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*

12. PUBLIC HEARINGS

- a. 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 2017-18 Negotiated Agreement with the California School Employees Association (CSEA) and its Laguna Beach Chapter #131. *(Action Item 16)*
- b. 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 2017-18 Negotiated Agreement with Laguna Beach Unified Faculty Association (LaBUFA). *(Action Item 17)*
- c. Public Disclosure and Ratification of Proposal in Accordance with AB 1200 (Chapter 1213/1991), Government Code 3547.5 and CCR, Title V, Section 15449; and 2017-18 Proposal with Non-Represented Classified and Certificated Employees. *(Action Item 18)*

13. CONSENT CALENDAR

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

- a. Approval of Minutes
 - i. June 13, 2017 Regular Meeting
 - ii. June 15, 2017 Special Meeting
- b. Approval/Ratification of Personnel Report
- c. Approval/Ratification of Conference/Workshop Attendance
- d. Approval of Field Trip(s)
- e. Approval of Gifts – Checks Totaling \$279,298.00 and In Kind Donation
- f. Approval of Interdistrict Attendance Agreements Student(s) From Other Districts
- g. Interdistrict Attendance Agreements Student(s) To Other Districts

- h. Approval of Agreements for Contracted Services – Special Education
- i. Approval of Agreements for Contracted Services – Technology
- j. Approval/Ratification of Warrants #390629 through #390756 in the amount of \$876,412.59 Dates: 6/05/2017 through 6/14/2017
- k. Approval of Continuance of Current Meal Prices for the Nutrition Services Program for 2017-2018
- l. Approval of Memorandum of Understanding (MOU) Between the Orange County Superintendent of Schools and the Laguna Beach Unified School District for the Provision of Special Education Students
- m. Approval of Designation of Laguna Beach High School Principal Jason Allemann, and Athletic Director, Lance Neal, as Representatives to the League of the California Interscholastic Federation (CIF) for the 2017-2018 School Year
- n. Approval of Mandated Block Grant Funding for the 2017-2018 Fiscal Year
- o. Approval of Clinical Practice Fieldwork Agreement for Student Fieldwork Experience with TEACH-NOW
- p. 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 with a Not-to-Exceed Amount of \$60,000
- q. Agreement with Rutan and Tucker for Legal Counsel Related to Special Education Issues with a Not-to-Exceed Amount of \$50,000 for the 2017-2018 School Year

INFORMATION ITEMS

NONE

ACTION ITEMS

14. APPROVAL OF LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP)

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

– **Amy Kernan, Director, Assessment and Accountability**

Staff proposes the Board of Education approve the Local Control Accountability Plan.

15. APPROVAL 2017-2018 ALL FUNDS BUDGET

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

Staff proposes the Board of Education approve the final 2017-18 All Funds Budget.

16. APPROVAL/ RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT IN ACCORDANCE WITH AB 1200 (CHAPTER 1213/1991), GOVERNMENT CODE 3547.5 AND CCR, TITLE V, SECTION 15449; AND 2017-18 NEGOTIATED AGREEMENT WITH THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) AND ITS LAGUNA BEACH CHAPTER #131

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

Staff proposes the Board of Education ratify the 2017-2018 revisions to the 2015-2018 Collective Bargaining Agreement negotiated by the designated representatives of the California School Employees Association (CSEA) and its Laguna Beach Chapter #131 and the Laguna Beach Unified School District.

- 17. APPROVAL 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 2017-18 NEGOTIATED AGREEMENT WITH LAGUNA BEACH UNIFIED FACULTY ASSOCIATION (LABUFA)**
– Leisa Winston, Assistant Superintendent, Human Resources/Public Communications
Staff proposes the Board of Education ratify the 2017-18 Agreement re-opener negotiated by the designated representatives of the Laguna Beach Unified Faculty Association (LaBUFA) and the Laguna Beach Unified School District.
- 18. APPROVAL AND RATIFICATION OF PROPOSAL IN ACCORDANCE WITH AB 1200 (CHAPTER 1213/1991), GOVERNMENT CODE 3547.5 AND CCR, TITLE V, SECTION 15449; AND 2017-18 PROPOSAL WITH NON-REPRESENTED CLASSIFIED AND CERTIFICATED EMPLOYEES**
– Leisa Winston, Assistant Superintendent, Human Resources/Public Communications
Staff proposes the Board of Education approve the 2017-2018 agreements with non-represented Classified and Certificated Employees. The twenty-seven (27) employees represented in this group are classified management, certificated administrators, school psychologists, and confidential employees.
- 19. APPROVAL RESOLUTION #17-13: AUTHORIZATION OF SIGNATURES**
– Jeff Dixon, Assistant Superintendent, Business Services
Staff proposes the Board of Education approve Resolution #17-13: Authorization of Signatures as required by the Orange County Department of Education.
- 20. RESOLUTION #17-14: RESOLUTION OF THE BOARD OF EDUCATION ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 98-1 OF THE LAGUNA BEACH UNIFIED SCHOOL DISTRICT AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 98-1 FOR FISCAL YEAR 2017-2018**
– Jeff Dixon, Assistant Superintendent, Business
Staff proposes the Board of Education approve Resolution #17-14: Resolution of the Board of Education acting as the legislative body of Community Facilities District No. 98-1 of the Laguna Beach Unified School District authorizing the levy of special taxes within Community Facilities District No. 98-1 for the 2017-2018 fiscal year.
- 21. AUTHORIZATION TO RENEW AGREEMENT WITH BRIGHTVIEW LANDSCAPE MAINTENANCE FOR LANDSCAPE, HORTICULTURAL, AND ATHLETIC FIELD MANAGEMENT SERVICES IN THE AMOUNT OF \$205,128.00**
– Jeff Dixon, Assistant Superintendent, Business
Staff proposes the Board of Education renew agreement with BrightView Landscape Maintenance for landscape, horticultural and athletic field management services in the amount of \$205,128.00.
- 22. AWARD OF CONTRACT FOR SOILS/MATERIALS TESTING AND INSPECTIONS SERVICES FOR THE INSTALLATION OF THREE MODULAR BUILDINGS AND MUSIC BUILDING ADDITION AT TOP OF THE WORLD ELEMENTARY SCHOOL TO MTGL, INC. IN THE AMOUNT OF \$9,225.00**
– Jeff Dixon, Assistant Superintendent, Business
Staff proposes the Board of Education award a contract for Soils/Materials Testing and Inspections Services for the installation of Three Modular Buildings and Music Building Addition at Top of the World Elementary School to MTGL, Inc. in the Amount of \$9,225.00.

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

– Jan Vickers, President, Board of Education

24. ADJOURNMENT

– Jan Vickers, President, Board of Education

The next Regular Meeting of the Board of Education is **Tuesday, July 18, 2017, 6:00 PM**
at the Laguna Beach Unified School District Office Board Room
550 Blumont St., Laguna Beach, California

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

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

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

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

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

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

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

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

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

REASONABLE ACCOMMODATION

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

Laguna Beach Unified School District

12.a. PUBLIC HEARING

June 27, 2017

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 2017-2018 Negotiated Agreement with the California School Employees Association (CSEA) and its Laguna Beach Chapter #131

Proposal

A Tentative Agreement was reached for the 2017-2018 school year. Staff proposes the District hold a public hearing to gather public input on the 2017-2018 revisions to the 2015-2018 Collective Bargaining Agreement negotiated by the designated representatives of the California School Employees Association (CSEA) and its Laguna Beach Chapter #131 and the Laguna Beach Unified School District.

Background

The Association and the District reached Tentative Agreement for 2017-2018 reopeners to the 2015-2018 agreement. Major provisions remained in place and established practices were followed.

The Tentative Agreement attached includes changes in total compensation. The agreement includes a .25% salary increase, the addition of one paid holiday, and increasing the health and welfare benefits cap by \$59,000 to include individual coverage for classified employees with five or more years of district service who work at least 5.75 hours per day. The Agreement also includes language that should the district settle with other bargaining units for more than 1.5% total compensation, that the equivalent shall be provided to CSEA. Therefore, the AB1200 report includes a 1% off schedule payment to CSEA employees as well.

Budget Impact

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

The revised cost for 2017-18 is \$196,789.

Recommended Action

Staff recommends the Board of Education present the 2017-2018 revisions to the 2015-2018 Collective Bargaining Agreement negotiated by the designated representatives of the California School Employees Association (CSEA) and its Laguna Beach Chapter #131 and the Laguna Beach Unified School District and its impact on the budget as presented through a public hearing.

May 10, 2017

**Tentative Agreement
Between the
Laguna Beach Unified School District (LBUSD)
And the
California School Employees Association (CSEA) and its Laguna Beach Chapter #131
2017-2018**

Article 8 – Absences/Leaves

A ~~classified employee~~ unit member who will be absent shall report the absences to using the District-adopted absence reporting system ~~at the earliest as early as possible moment prior to the absence. The report of absence shall be made the day prior, if possible, but not later than thirty sixty (30 60) minutes prior to the start of the shift on the actual day of absence.~~ Employees Unit members in certain departments may be required to report to his/her the unit member's supervisor each day of the absence, as directed by the supervisor. ~~Classified employees~~ Unit members are required to request prior approval from his or her their supervisor for Personal Necessity (with the exception of two days in accordance with 8.4.1.6), Vacation, and Floating Holiday.

8.1 **SICK LEAVE.** Every full time ~~regular-classified employee~~ unit member is allowed a leave of absence due to ~~personal illness or injury, with full pay, of not to exceed accrues eight (8) hours per calendar month for each calendar month he/she worked during the fiscal year, July 1 through June 30~~ for personal illness or injury with full pay.

8.1.2 ~~Each employee shall be advanced six (6) days of sick leave upon initial employment with the District. Part time employees shall be advanced the proportional equivalent. On the first day of the calendar month commencing after the completion of six (6) months of service, the employee shall be credited for the number of days sick leave equivalent to the number of months remaining to the end of the fiscal year (June 30). Thereafter, each permanent twelve month, full-time employee shall be credited with twelve (12) days sick leave (or the proportional equivalent for part time) for the next calendar year beginning July 1. Each permanent ten month employee shall be credited with ten (10) days sick leave (or the proportional equivalent for part time)~~ A unit member serving regularly on a part-time basis is entitled to sick leave prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year that such part-time employees bear to eight (8) hours per day, forty (40) hours per calendar week, four (4) calendar weeks per month, or twelve (12) calendar months during the school year.

8.1.3 If sick leave is taken utilized prior to accrual being earned, and is followed by termination of employment, the amount advanced will be deducted from the final paycheck.

District 

CSEA #131

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- 8.1.4 ~~An employee~~ A unit member who is absent more than four (4) successive working days must furnish a doctor's certificate showing proof of illness to qualify for sick leave pay.
- 8.1.5 A unit member who has received an improvement-needed evaluation for dependability excessive absences shall be required to furnish a doctor's certificate showing proof of illness to qualify for sick leave pay, for each day of absence.
- 8.1.5 ~~A classified employee serving regularly on a part-time basis is entitled to sick leave prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year that such part-time employees bear to eight (8) hours per day, forty (40) hours per calendar week, four (4) calendar weeks per month, or twelve (12) calendar months during the school year.~~
- 8.1.6 The District shall accept any earned sick leave accumulated by the unit member from another school district, in accordance with Education Code. A new employee who has been an employee of another school district for a period of one calendar year or more who accepts a position in the District within one year of his former employment, shall have transferred to the Laguna Beach Unified School District the total amount of earned leave of absence for illness or injury to which he is entitled.

8.2 DIFFERENTIAL PAY

- 8.2.1 Before the differential pay is utilized established, all sick leave ~~must be used~~ and vacation pay may must be used. The ~~five (5) month~~ differential pay period commences with the first day of absence.
- 8.2.2 When an employee a unit member is absent from duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the unit member employee, the amount deducted from the salary due the employee for any month in which the absence occurs shall be compensated equal to fifty percent (50%) of the employee's regular base salary, ~~provided the employee has received permanent status within the District. Employees in a probationary status shall receive the difference between their regular salary and the salary actually paid to a substitute employee to fill his/her position during the absence.~~
- 8.2.3 For any use of extended illness or injury leave the District will require verification from a physician that the employee unit member was physically unable to perform his/her customary duties.
- 8.2.4 When leave of absence utilizing differential pay overlaps into the next fiscal year, the employee unit member shall only be entitled to the balance of unused leave as indicated above.

8.3 LEAVE OF ABSENCE FOR INDUSTRIAL ACCIDENT OR ILLNESS

- 8.3.1 ~~Classified employees~~ Unit members shall be entitled to an industrial accident or industrial illness (which qualifies under the State Workers' Compensation Insurance) leave of absence of not to exceed sixty (60) days duration per accident or illness during any one fiscal year.
- 8.3.3 When leave of absence for an industrial accident or illness overlaps into the next fiscal year, the unit member employee shall be entitled to the balance of unused leave due for that particular injury or illness, as may be required.
- 8.3.4 Allowable leave for industrial accident or illness shall not be accumulated from year-to-year. Allowable leaves for each injury or illness shall not exceed sixty (60) working days in any one fiscal year for any one accident. While on an industrial accident leave, the employee unit member shall be entitled to use only that portion of his their accumulated or available sick leave, vacation or other available leave, which when added to the Workers' Compensation award, provides for a full day's wage or salary.
- 8.3.5 ~~The employee or his/her representative shall make every attempt to report an industrial accident or illness to his/her immediate supervisor before the close of the working day in which it occurs. The supervisor advises the employee to report the accident to the District Business Office.~~
- 8.3.5 ~~An employee~~ A unit member shall immediately report an industrial accident or illness, no matter how minor, to the immediate supervisor and if deemed necessary, file the appropriate form with the Human Resources office. ~~who is absent from his/her duties because of an industrial accident, or industrial illness, shall file with the District Human Resources office, within thirty (30) days of the date of such accident or illness, an absence verification form signed by his/her supervisor, and signed or accompanied by a statement from a licensed physician affirming that the industrial injury or illness does exist.~~
- 8.3.6 The District will require the unit member employee to submit to a physical examination by a physician selected by the District any time during the leave.
- 8.3.7 During such paid leave of absence, in the event the employee unit member receives temporary disability indemnity checks directly, the unit member shall endorse to the District the temporary disability indemnity checks he received, and the District shall issue to the employee unit member appropriate salary warrants for payment of the employee's salary, and shall deduct normal retirement and other authorized contributions.
- 8.3.8 In the event of termination of the industrial accident or illness leave prior to a permanent employee unit member's recovery, ~~he/she~~ the unit member shall be granted an additional leave of absence without pay, not to exceed six months. The District may renew the leave of absence without pay, for one additional six-month period or such a

lesser period. For this purpose, the unit member's ~~his/her~~ absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave.

8.3.9 ~~An employee~~ A unit member, upon ability to resume the duties of a position within the class to which ~~he/she~~ the unit member was assigned, may do so at any time during the leaves of absence granted and time lost shall not be considered a break in service. ~~He/she~~ The unit member shall be restored to a position within the class to which the unit member he was assigned with all rights and benefits of a permanent unit member employee.

8.3.11 If the ~~employee~~ unit member continues to receive temporary disability indemnity, ~~he/she~~ the unit member may elect to take as much of ~~his/her~~ accumulated sick leave which, when added to the temporary disability indemnity will result in a payment to ~~him/her~~ of not more than the unit member's ~~his/her~~ full salary.

~~8.3.12 An employee receiving the benefits of an industrial accident or illness leave of absence shall remain within the State of California, unless the District authorizes travel outside of the State.~~

8.3.12 When all available leaves of absence, paid or unpaid, have been exhausted and the ~~employee~~ unit member is not medically able to assume the duties of ~~his/her~~ their position, if ~~he/she~~ the unit member is not placed in another position, ~~he/she~~ the unit member shall be placed on a re-employment list for a period of 39 months.

8.3.13 At any time, during the prescribed 39 months, the ~~employee~~ unit member is able to assume the duties of ~~his/her~~ the unit member's position, ~~he/she~~ the unit member shall be re-employed in the first vacancy in the classification of ~~his/her~~ their previous assignment. The re-employment will take preference over all other applicants except for those laid off for lack of work or funds under Article 9 of this Agreement in which case ~~he/she~~ the unit member shall be ranked according to ~~his/her~~ proper seniority.

8.3.14 ~~An employee~~ A unit member who has been placed on a re-employment list, as provided herein, and who has been medically released for return to duty, but fails to accept an appropriate assignment, shall be dismissed.

8.3.15 An injured ~~employee~~ unit member and ~~other pertinent employees~~ unit members subpoenaed by the court may attend ~~a~~ the injured employee's hearing concerning an appeal of a State Compensation Insurance claim. These unit members ~~employees~~ shall attend without loss of pay.

8.4 PERSONAL NECESSITY LEAVE

8.4.1 ~~A permanent classified employee~~ unit member, at ~~his/her~~ election and for the following reasons, ~~shall be granted a total of~~ may utilize eight (8) days of accumulated sick leave for personal necessity annually, ~~which may be charged against his/her accumulated sick~~

District 

CSEA #131

CSEA Labor Rep _____

leave. Personal necessity leave will be approved for the following reasons and cannot be used for recreational, vocational, or concerted activities. Unit members are required to request prior approval from the supervisor for personal necessity leave, with the exception of two days in accordance with 8.4.1.6, which may be taken without providing a specific reason.

- 8.4.1.1 **Death of a Member of the Immediate Family.** Members of the employee's unit member's immediate family and spouse or domestic partner' immediate family, as used in this policy, means the mother, father, grandmother, grandfather, grandchild, son, daughter, brother, or sister, or any relative living in the immediate household of the employee.
- 8.4.1.2 **Accident.** ~~This is construed to be~~ Should the unit member experience an accident to the themselves employee, to his/her property, or to the person or property of a member of his/her the unit member's immediate family, ~~as defined in Section 1238.5 of the Education Code (excluding grandmother, grandfather, brother-in-law, and sister-in-law), and of such~~ an emergency nature that the immediate presence of the unit member employee is required during his/her the workday.
- 8.4.1.3 **Appearance in Court as a Litigant, Party or Witness.** Under subpoena or any other order made with jurisdiction.
- 8.4.1.4 **Serious or Critical Illness of a Member of the Immediate Family.** As defined in Section 45207 of the Education Code, this section refers to ~~is construed to be~~ an illness calling for the services of a physician and of such an emergency nature that the immediate presence of the unit member employee is required during the his/her workday. ~~A physician's verification is required for an emergency leave when the request is due to serious or critical illness of a member of the immediate family.~~
- 8.4.1.5 **Attendance at Birth.** The attendance of a ~~father~~ spouse or domestic partner at the time of the birth of his a child when such events occur during his the regular workday.
- 8.4.1.6 **Other Serious and Compelling Matters.** Personal necessity leave may be used for other serious and compelling matters that cannot be reasonably accomplished outside of normal working hours. The employee unit member must state the specific reason for which the leave was taken. However, two (2) of the days may be taken without

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giving a specific reason unless the District has a reasonable basis to question if that it meets the criteria of this section.

- 8.4.2 The employee unit member shall ~~complete the appropriate District form attesting that specify the reason for the personal necessity leave in the "Notes to the administrator" section of the district-adopted absence management system was taken for one or more of the above reasons.~~

8.5 BEREAVEMENT LEAVE

- 8.5.1 All employees unit members are entitled to a leave of absence, not to exceed three (3) days, or five (5) days if more than 200 miles of travel is required on account of the death of any member of the immediate family. This leave shall not be deducted from sick leave.
- 8.5.2 Members of the immediate family, as used in this policy, means the children, step-children, mother, father, step-parents, parents-in-law, grandmother, grandfather, grandchild of the unit member or of the spouse or the domestic partner of the employee unit member, and spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee unit member, or any person living in the immediate household of the employee-unit member or of the spouse or the domestic partner, or any relative living in the immediate household of the unit member.
- 8.5.3 The Superintendent or designee may waive the immediate family definition if, ~~in his/her opinion, it is warranted by extenuating circumstances. This leave shall not be deducted from sick leave.~~
- 8.5.4 Any additional days requested by the unit member beyond those provided in by this policy must be handled through the provisions of Article 8.4 ~~the Personal Necessity Leave Policy.~~

8.6 PERSONAL LEAVE OF ABSENCE WITHOUT PAY

- 8.6.1 ~~Members of the classified service, who have been~~ Unit members employed for three (3) consecutive years, are eligible to request personal leave of absence without pay, which may be granted at the discretion of the Superintendent or designee.
- 8.6.2 ~~Leaves of absence without pay may be granted at the discretion of the Superintendent for a period of not more than one month, provided such leave does not inconvenience the District. Leaves of absence without pay for periods exceeding one month may be granted by the Board, provided such leave does not inconvenience the District. Unit members may elect to take unpaid personal leave during winter break, spring break, February (mid-winter) break, and/or spring break.~~

District 

CSEA #131 

CSEA Labor Rep _____

- 8.6.3 Benefits while on leave of absence without pay shall not be counted toward seniority, for ~~promotion~~, compensation, sick leave, or vacation privileges, or retirement service credit as applicable by law.
- 8.6.4 Request for personal leave of absence without pay shall be made on the appropriate form, "~~Leave of Absence Without Pay Application~~", and shall state specifically the reasons for the request, the date when it is desired to begin the leave, and the probable date of return. The requests shall be submitted as far in advance of the requested starting date as is reasonably possible to the unit member's supervisor for approval, and then submitted for approval by the Superintendent or designee as far in advance of the requested starting date as is reasonably possible.
- 8.6.5 An employee A unit member on leave must give notification no less than thirty (30) days prior to the expiration of the leave that it is the intention of the employee to return to the unit member's classification active services. Failure to do so shall cause the unit member returning employee to be placed on the re-employment list for the classification for a period of 39 months.
- ~~8.6.6 If a leave is granted, upon return the employee shall be assigned to a vacant position in which the employee holds status. If no such position is available, the employee's name shall be placed on a Re-employment List for the classification for a period of thirty-nine (39) months. The employee may return to a classification at the same or lower salary level for which the employee holds status providing such a position exists. In such cases an opening for a permanent employee will be posted and an assignment made to this position by the Board of Education.~~
- ~~8.6.7 The District shall be free of any liability for payment of any compensation or damages now or hereafter provided by law for the death or injury of any employee of the District, when the death or injury occurs while the employee is on leave of absence without pay.~~
- 8.6.6 The District may cancel any leave of absence upon evidence that the cause for granting it was misrepresented. Before any revocation is ordered, the employee shall be so notified and ~~shall~~ have the right to request a hearing before the Superintendent or designee Board of Education or its representatives.
- 8.6.7 An employee A unit member, while on leave of absence, may not accept other gainful employment with another employer without express written approval of the Superintendent or designee.

8.7 JURY DUTY LEAVE

- 8.7.1 If a ~~regular classified employee~~ unit member is called to serve on a jury, ~~he/she the unit member~~ will be allowed a paid leave of absence while on jury duty. On those days, or portions of days, when ~~he/she the unit member~~ is not actually serving on the jury, ~~he/she~~

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is ~~they are~~ expected to report to work. ~~His/her~~ The unit member's full salary will be paid by the District; however, ~~he/she~~ the unit member will be required to endorse ~~his/her~~ duty checks to the District. ~~He/she~~ The unit member will retain any amount paid for meals and travel expenses.

- 8.7.2 Any day during which ~~any employee~~ a unit member whose regular assigned shift commences at or after 3:00 p.m. and who is required to serve all of the day on jury duty shall be relieved from work with pay.

8.8 MILITARY LEAVE

- 8.8.1 ~~Employees~~ Unit members ~~within the classified bargaining unit~~ shall be entitled to the military leave provided by California law for classified employees of school districts if they meet the requirements imposed within the law, make the request for leave in a time which allows for the District to replace their services (except in national emergencies as declared by the President of the United States of America) and provide such other verification as required by the District to ensure that the leave is taken for the purpose for which it was intended by law.
- 8.8.2 ~~An employee~~ A unit member who is granted Military Leave of Absence is entitled to return to the classification at the current rate of pay that ~~the unit member~~ he/she held when ~~he/she~~ the unit member entered the service.
- 8.8.3 The ~~employee~~ unit member must ~~write a letter signed by him/her to the Board of Education~~ provide written notification to the Superintendent or designee requesting Military Leave of Absence, and ~~further stating that the employee~~ unit member shall return to employment within sixty (60) days after separation from the military service, as required by Education Code. Failure to do ~~so~~ this could affect the employee's unit member's return to ~~their~~ his/her former position. ~~Within two weeks after separation from Service, the employee must notify the District and must return to Duty within sixty (60) days.~~
- 8.8.4 Probationary ~~employees~~ unit members returning from Military Leave of Absence shall remain on probation until the total probationary time held prior to entry into the Service and total probationary time after returning to employment with the District reaches the nine (9) month period; the returning employee will then be evaluated to become a permanent unit member ~~regular classified employee~~.
- 8.8.5 If experience gained while in the Military Service is beneficial to the District and meets the qualifications required of the classification held prior to the employee's unit member's entry in to the Service, the returning employee may submit proof of Military experience to the ~~Board~~ Superintendent or designee and ~~his/her~~ supervisor for evaluation. The ~~Board~~ Superintendent or designee may elect to count the time in the Military Service as time toward the employee's unit member's probationary requirement and the ~~employee~~ unit member may receive permanent status ~~become a regular classified employee of the District~~.

8.9 QUARANTINE

- 8.9.1 If a member of the family of a unit member ~~classified employee~~ is quarantined because of a contagious disease, and the ~~employee~~ unit member is required to remain at home, ~~he/she~~ the unit member may elect to have this time charged against ~~their~~ his/her paid sick leave.

8.10 PREGNANCY, FAMILY AND MEDICAL LEAVES

- 8.10.1 The District shall grant a leave of absence for medical reasons associated with pregnancy and birth to ~~employees~~ unit members on the same terms and conditions governing leaves of absence for all other illness or medical disabilities.
- 8.10.2 ~~Employees~~ Unit members who must be absent from duty because of disability as a result of pregnancy or convalescence following childbirth or a miscarriage are eligible for pregnancy disability leave which shall be taken from accrued sick leave.
- 8.10.3 Accrued sick leave benefits will commence upon certification by a physician or other licensed health advisor that the ~~employee~~ unit member is disabled because of pregnancy or convalescence from childbirth or miscarriage. The District shall require a doctor's release to return to employment. If in the opinion of the ~~District supervisor~~, the ~~employee~~ unit member is unable to perform ~~her~~ assigned duties, the District may require at District expense a verification of ability to perform duties.
- 8.10.4 The District shall not refuse to do any of the following because of a unit member's ~~employee's~~ pregnancy: hire or employ; ban or discharge ~~her~~ them from employment; bar ~~her~~ the unit member from training programs leading to employment, reassignment, or promotion; ~~or discriminate against her~~ the unit member in compensation or in terms, conditions, or privileges of employment.
- 8.10.5 Beginning with the date of disability, ~~she~~ the unit member shall be placed on long-term illness ~~absence~~ leave, during which ~~she~~ the unit member ~~may~~ can use all sick leave benefits ~~available due her~~.
- 8.10.6 Such accumulated personal illness/injury benefits shall continue until ~~her~~ the unit member's attending physician or other licensed health advisor certifies that ~~she~~ the unit member is able to return to service following delivery or miscarriage.
- 8.10.7 ~~Employees~~ Unit members ~~may request a leave of absence not wishing to return to duty following termination of the disability may request a leave of absence pursuant to this Agreement.~~

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~~8.10.8 In the event of stillbirth or miscarriage, the employee desiring to terminate the leave shall be reinstated in the same classification held at the time of the District's granting the leave.~~

8.10.8 The District shall comply with all provisions of the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA). Unit members shall contact Human Resources at least thirty (30) days in advance if the need for medical or family leave is foreseeable. If the thirty (30) days advance notice is not possible, then notice shall be provided as soon as practicable. Any medical or family leave request shall be processed in accordance with the applicable provisions of state and federal law.

8.10.9 The district shall provide a reasonable amount of break time to accommodate a unit member each time the unit member has a need to express breast milk for an infant child. To the extent possible, such break time shall run concurrently with the break time already provided to the unit member. Any additional break time used by a unit member for this purpose shall be unpaid. The unit member shall be provided a private location, other than a restroom, which is in close proximity to the work area and meets the requirements of Labor Code 1031 and 29 USC 207, as applicable.

~~8.11 FAMILY AND MEDICAL LEAVE ACT~~

~~8.11.1 The District will grant unpaid family and medical leave to eligible bargaining unit employees in accordance with the provisions of the Federal Family and Medical Leave Act of 1993 (FMLA). In accordance with FMLA, the District will grant up to twelve (12) work weeks of unpaid family and medical leave with continuation of existing District paid health and welfare benefits to eligible bargaining unit employees for the birth, adoption, or foster care placement of a child with the employee, or for care of the employee, employee's child, spouse, or parent with a serious health condition. An employee is eligible for this leave if the employee has worked for the District for a total of at least twelve (12) months and has worked at least one thousand two hundred fifty (1,250) hours over the previous twelve (12) months.~~

~~8.11.2 Except for disability leave on account of pregnancy, childbirth or related medical conditions, FMLA runs concurrently with any paid leave for which the bargaining unit member is eligible, including sick leave and accrued vacation.~~

~~8.11.3 Employees are required to provide at least thirty (30) days advance written notice to the Human Resources office if the need for unpaid family leave is foreseeable. If the thirty (30) days advance written notice is not possible, then notice shall be provided as soon as practicable. Any family leave request will be processed in accordance with the applicable provisions of state and federal law.~~

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Article 9 – Hours and Overtime

- 9.1 The workday for full-time ~~employees~~ unit members shall be eight (8) hours per day with the workweek being forty (40) hours per week consisting of not more than five (5) consecutive working days from Monday through Friday.
- 9.2 The initial workday and workweek for part-time ~~employees~~ unit members shall be established by the District. The workday so established shall be the basis for determining vacation, sick leave, and holiday pay for part-time ~~employees~~ unit members. Whenever a part-time ~~employee~~ unit member works more than thirty (30) minutes over his/her regularly established workday, for twenty (20) consecutive workdays, a new workday is then established and the ~~employee~~ unit member shall be allowed vacation, sick leave, and holiday pay based on the his/her new workday.
- 9.2.1 Any reduction in assigned time shall be accomplished in accordance with the Education Code and the Educational Employment Relations Act (EERA).
- 9.2.2 ~~When additional hours are assigned~~ The district may assign up to one hour per day of additional time to a part-time position on a regular basis. The assignment shall be offered to the ~~employee~~ unit member in the appropriate class at the discretion of the immediate supervisor. In making the recommendation, the immediate supervisor will consider the following factors: experience, job-related interests and strengths, evaluations, and where other factors are equal, seniority in the school district.
- 9.3 BREAKS
- 9.3.1 ~~A classified employee~~ Unit members shall receive paid rest periods (breaks) in accordance with the schedule in 9.3.3. one rest period of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon. Rest periods are part of the regular workday and shall be compensated at the regular rate of pay for the employee. These rest periods are not cumulative and may not be taken in any other way than described herein. The rest period shall be scheduled by the appropriate supervisor.
- 9.3.2 ~~Rest periods of a total thirty (30) minutes on evening work shifts shall be scheduled at a time that is mutually agreeable to the employee and the immediate supervisor. Any unit member working more than five (5) hours shall have an unpaid, uninterrupted lunch for at least thirty (30) minutes at a time that is mutually agreeable between the unit member and supervisor, in accordance with the schedule in 9.3.3. Rest periods are part of the regular workday and shall be compensated at the regular rate of pay for the employee.~~
- 9.3.3 ~~Employees who work part time are entitled only to those rest periods, which fall within the hours of their employment, except that no employee who works less than three (3)~~

~~hours per day shall be entitled to a rest period. Paid rest periods and unpaid lunch periods shall be provided in the following increments:~~

<u>Daily Hours</u>	<u>Morning Rest Period</u>	<u>Unpaid Lunch Period</u>	<u>Afternoon Rest Period</u>
<u>0 to 3 hours/day</u>	<u>None</u>	<u>None</u>	<u>None</u>
<u>3.25 up to 5 hours/day</u>	<u>15 Minutes</u>	<u>None</u>	<u>None</u>
<u>5.25 up to 7 hours/day</u>	<u>15 Minutes</u>	<u>30 minutes</u>	<u>None</u>
<u>7 or more hours/day</u>	<u>15 Minutes</u>	<u>30 to 60 minutes*</u>	<u>15 Minutes</u>

*at the discretion of the unit member's supervisor

9.4 ~~Any employee working six (6) hours or more shall have an unpaid, uninterrupted lunch for at least thirty (30) minutes at a time that is mutually agreeable between the employee and the supervisor.~~

9.4. OVERTIME

9.4.1 All overtime work requires the prior approval of the supervisor.

9.4.2 All overtime worked in excess of eight (8) hours per day or forty (40) hours per week, shall be paid at the rate of one and one-half times the regular hourly rate of the employee unit member.

9.4.3 Full-time employees unit members whose established workday and workweek is eight (8) hours per day, five (5) days per week shall be paid overtime for all work performed over eight (8) hours per day or forty (40) hours per week. Overtime at a rate equal to 1½ times the regular rate of pay, will be paid for all work performed on the sixth and seventh day of that scheduled workweek designated and authorized to perform the work.

9.4.4 Part-time employees unit members shall be paid overtime for all work performed over eight (8) hours per day, or for all work performed on the sixth and seventh day.

9.4.5 For the purpose of computing the number of hours worked, time during which a unit member employee is excused from work because of holidays, sick leave, vacation, compensation time off, or other paid leave of absence shall be considered as time worked by the employee unit member.

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- 9.4.6 If a unit member employee must work on a holiday, ~~he/she they~~ will receive ~~his/her their~~ regular pay for that day plus one and one half times ~~his/her the~~ regular hourly rate for the number of hours worked that day.

9.5 SHIFT DIFFERENTIAL

- 9.5.1 Any employee ~~If a unit member's~~ assigned work shift commences between ~~2:30~~ 2:00 p.m. and 5:00 p.m., the unit member shall be paid a shift differential premium of ~~twenty-five (25) cents per hour~~ one percent (1%) above the regular rate of pay for all hours worked.
- 9.5.2 Any employee unit member called in to work at a time when the employee the unit member is not scheduled to work shall receive a minimum of three (3) hours pay at the appropriate rate of pay under this Agreement.
- 9.5.3 Any employee unit member shall have the right to reject any offer or request for overtime or call back ~~unless it is determined by the immediate supervisor to require immediate attention, unless on standby time.~~
- 9.5.4 All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement. Standby time is the time in which the unit member an employee must remain available when required by the immediate supervisor.
- 9.5.5 No ~~classified employee~~ unit member whose regular yearly assignment for service excludes all, or any part of, the period between the end of the academic year in June to the beginning of the next academic year in September, shall be required to perform services during such period. When necessary to assign employees unit members not regularly so assigned to serve between the end of one academic year and the commencement of another who are willing to serve, such assignment shall be made on the basis of qualifications for employment at the reasonable discretion of the immediate supervisor. In making the assignment, the immediate supervisor will consider the job related strength and evaluation of the employee unit member and where these factors are equal, seniority in the District.
- 9.5.6 ~~Classified employees~~ Unit members hired during the extended year shall receive the same compensation as provided during the regular school year when assigned a similar class.
- 9.5.7 ~~An employee shall, for services performed, receive on a pro rata basis, not less than the compensation and benefits provided that the classification during the regular academic year and which are specified under the terms of this Agreement.~~

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9.6 INSERVICE TRAINING

- 9.6.2 ~~Employees~~ Unit members attending any training sessions during or outside the regular workday, which has been recommended by their immediate supervisor and approved by the District, shall be compensated for necessary expenses incurred, i.e., registration fees, supplies, transportation, meals, and regular straight time or overtime salary.

Article 11: Promotion, Reclassification and Training

- 11.2 ~~Present employees of the District~~ Unit members shall be given first consideration over outside applicants for placement in any job vacancy, ~~which can be considered a~~ including promotions. First consideration, for the purpose of this section, means that ~~no outside applications will be considered until all internal applications are considered for the position~~ internal applicants who pass an examination for the position will receive an automatic interview. When and if, at the close of the application review/screening and interview process, the relative qualifications between an internal and outside applicant are deemed equal, the internal applicant shall be offered the position.
- 11.3 Notice of all job vacancies shall be posted on ~~the District's website~~ Edjoin, sent via e-mail communication and posted on bulletin boards in prominent locations at each District job site.
- 11.4 The job vacancy notice shall remain posted for a period of six (6) full working days, during which time ~~employees~~ a unit member may file apply for the vacancy. Any ~~employee~~ unit member who will be on leave or layoff during the period of the posting shall be emailed a copy to the unit member's personal email address on file with the Human Resources office of the notice by First Class Mail on the date the position is posted when requested by the employee.
- 11.5 The job vacancy notice shall include: the job title, a brief description of the job position and duties, the minimum qualifications required for the position, the assigned job site and/or pool, the number of hours per day, regular assigned work shift times, days per week and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 11.6 Any ~~employee~~ unit member may apply for the vacancy by submitting an ~~In-House~~ internal application on Edjoin, with including supporting documents to the ~~Human Resources office~~ within the filing period. ~~A site representative shall be permitted to request that notification of vacancies be mailed to employees on leave or vacation.~~
- 11.7 ~~Every regular~~ All permanent positions shall be placed in a class listed in Appendix A.
- 11.8 Recommendations for reassignment or demotion to a lower classification shall be for reasonable cause, including but not limited to unsatisfactory evaluation. ~~An employee~~ a unit member who has been recommended for a demotion to a lower classification is entitled to the due process protections under of Education Code sections 45133 and

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45116, and in accordance with those sections is entitled to have the demotion reviewed by the Board of Education.

- 11.9 If an employee a unit member is on Step A, B, C, D, E, or F of his/her the range, and is promoted to a position in a higher range, or if he/she the unit member is reclassified, he/she the unit member will be placed on the next highest step on the salary schedule which will grant a raise in salary in the his/her new classification. The employee unit member shall serve a probationary period of nine months in the new classification. Should the unit member not successfully pass probation in the new position, the unit member shall be reassigned to the former classification in which the unit member had obtained permanent status, and will receive an evaluation within the first five (5) months.
- 11.10 An employee A unit member who accepts voluntary demotion shall be placed on the step of the range in the lower class that is closest to the rate earned in the higher class, provided that there is ~~shall be~~ no salary increase.
- ~~11.11 If the District proposes to abolish a position or a class of positions, it shall consult with the Association and Association shall be given the opportunity to submit in writing its reaction to the Superintendent.~~
- 11.11 An employee A unit member may be required to perform duties inconsistent with those assigned to their position for a period of more than five (5) working days provided that his/her the salary is adjusted upward for the entire period he/she the unit member is required to work out of classification. ~~and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.~~
- 11.12 Classification/Reclassification Procedures and Compensation
- 11.12.1 The District shall consult with the Association before it modifies the job specifications and the classification system with a District Reclassification Committee composed of six members, with three appointed by the District and three appointed by the Association, in addition to the Association President who shall serve as a non-voting ad-hoc member.
- 11.12.2 Requests for review of classifications may be initiated by employees, a unit member who has been in their classification for at least two (2) years, supervisors or administrators the district, and/or employee organization (when specifically requested to do so by an employee) the Association, and when there appears to be a question as to the appropriate classification for performance of duties. Such requests must be made using the designated reclassification form in writing to the Human Resources office of the District.

11.12.3

A reclassification request must be pursuant to one or more of the following reasons:

- 11.12.3.1 Reorganization of the work unit (division, department, office, etc.) of the affected unit member employee(s).
- 11.12.3.2 Gradual ~~accretion~~ accumulation or ~~decrement~~ decrease of duties and responsibilities.
- 11.12.3.3 Changes of criteria of classification as related to duties which cause working beyond regular and ascertained established responsibilities, or with fewer responsibilities, as determined by management.

A The written request for reclassification request form shall be submitted to the Human Resources office by November 15 of each school year. All requests shall be accompanied by supporting information, including internal (~~consideration of fairness in relation to other similar positions~~) and/or external (~~comparable districts determined by the Committee~~) salary comparisons, together with a recommendation as to the classification considered appropriate. Further information or data from the District or the employee-unit member(s) may be required by the Human Resources office to ascertain all pertinent information. Human Resources will contact the supervisor of the unit member(s) affected for additional information regarding the request.

All communication regarding the reclassification process shall be directed to the Human Resources office. If a unit member requesting reclassification attempts to directly contact any Committee member, CSEA officer, administrator, or Board Member with the intent of influencing the outcome of the reclassification process, the unit member's request for reclassification may be denied by the Committee.

A determination shall be made by the Committee and a written response given to the affected employee unit member or originator of the request by the end of the school year in which the request was made. If the employee unit member does not agree with the determination of the Committee, ~~she/he~~ they may appeal to the Assistant Superintendent, Human Resources for review.

A unit member may submit a reclassification request no more than every three (3) years, unless the district or Association requests to review the classification.

11.12.4

Salary Placement of Reclassified Positions

When an ~~employee-a~~ unit member is recommended for reclassification by the District Reclassification Committee, and the Board of Trustees has approved the Committee's recommendation, the appropriate

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11.12.3

A reclassification request must be pursuant to one or more of the following reasons:

- 11.12.3.1 Reorganization of the work unit (division, department, office, etc.) of the affected unit member employee(s).
- 11.12.3.2 Gradual ~~accretion~~ accumulation or ~~decrement~~ decrease of duties and responsibilities.
- 11.12.3.3 ~~Changes of criteria of classification as related to duties which cause working beyond regular and ascertained~~ established responsibilities, or with fewer responsibilities, as determined by management.

A ~~The written request for~~ reclassification request form shall be submitted to the Human Resources office by November 15 of each school year. All requests shall be accompanied by supporting information, including internal (~~consideration of fairness in relation to other similar positions~~) and/or external (~~comparable districts determined by the Committee~~) salary comparisons, together with a recommendation as to the classification considered appropriate. Further information or data from the District or the employee-unit member(s) may be required by the Human Resources office to ascertain all pertinent information. Human Resources will contact the supervisor of the unit member(s) affected for additional information regarding the request.

A determination shall be made by the Committee and a written response given to the affected employee-unit member or originator of the request by the end of the school year in which the request was made. If the employee-unit member does not agree with the determination of the Committee, ~~she/he~~ they may appeal to the Assistant Superintendent, Human Resources for review.

A unit member may submit a reclassification request no more than every three (3) years, unless the district or Association requests to review the classification.

11.12.4

Salary Placement of Reclassified Positions

When an ~~employee~~ unit member is recommended for reclassification by the District Reclassification Committee, and the Board of Trustees has approved the Committee's recommendation, the appropriate

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placement on the salary schedule shall occur within the next scheduled pay period thirty (30) calendar days.

11.12.5

Y-Rating

When a position is reclassified to a lower salary range and the unit member(s) remain in the reclassified position, the unit member(s) will receive the current salary range and will continue step progression until which time the unit member(s)' employment in the District has ended.

11.12.6

Notification

The Human Resources office will notify submit a Memorandum of Understanding (MOU) to the CSEA Chapter President, who will submit the MOU for review by CSEA for up to five (5) working days. After CSEA review, the MOU will require ratification by the Association, which is posted on an agenda at least five (5) days in advance of the next Chapter meeting, at least ten (10) working days in advance The Association shall notify the district of approval of any proposed recommendation(s) for reclassification, which shall be or reallocation scheduled for Board approval of Education action.

11.12.7

The District Reclassification Committee shall be continued for the duration of the Agreement.

11.13 Training

11.13.1

In-service training occurring during the regular working hours of the unit member shall result in a no loss of wages or benefits to the unit member.

11.13.2

The District shall provide release time and pay the costs of training activities specifically approved by the District. District required training provided after the unit member's regular working hours will be compensated at the appropriate short-term hourly rate of pay.

Article 12: Pay and Allowances

12.3 **Paycheck Frequency.** The calendar month is the official pay period of the District. All employees unit members shall be paid twice per month payable on the tenth (10th) and on the twenty-fifth (25th) of the month. The check issued on the 10th of the month will reflect deductions for withholding, retirement, social security, and such other approved deductions as may have been requested. The check issued on the 25th of the month is an Earned Salary Advance. If the normal pay date falls on a Saturday, Sunday, or holiday, the paycheck shall be issued on the preceding workday.

12.4 **PAYROLL ERRORS**

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12.4.1 Any payroll error resulting in insufficient payment for a unit member employee shall be corrected, and a supplemental check issued, not later than three (3) working days after the employee provides notice to the Payroll Business Department. Overpayments will be deducted in the same time frame as the overpayment occurred (i.e., if employee the unit member is overpaid for one month the deduction will be made to the next check; however, if an employee the unit member, through District error, is overpaid for a year, the deductions will likewise be taken over a one-year period). It is understood by the Association that in the event that a unit member should terminate his/her their employment with the District prior to paying back the entire overpayment, the District has the right to fully withhold all wages earned during the last period of employment. Furthermore, the District may take legal action to recover further repayment to fulfill the total overpayment.

Any payroll adjustments due ~~an employee~~ to a unit member as a result of working out of class, re-computation of hours, or other reasons other than procedural errors shall be made and the employee unit member compensated on the following pay period.

12.5 **MILEAGE.** Any employee unit member required to use his/her their vehicle on District approved business shall be reimbursed at the rate established by the Internal Revenue Service (IRS) for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's unit member's normal job site after the completion of District business. This amount, following submission of the claim by the employee unit member, shall be payable in a separate warrant drawn against District funds.

12.6 **MEALS AND/OR LODGING.** Any employee unit member who, as a result of work assignment, must be lodged away from home overnight shall be reimbursed by the District for the reasonable and necessary expenses. Where possible, the District shall provide advance funds to the employee unit member for lodging and meals. If advance funds are not available or do not cover the cost of required expenditures, the District shall reimburse the employee unit member within a reasonable time after the employee the unit member has submitted an expense claim.

12.7 ANNIVERSARY DATE FOR THE PURPOSE OF STEP INCREASE

12.7.1 For the purpose of this Article, employees unit members who are hired on or prior to the 15th day of the month shall be entitled to an anniversary date effective the first day of the ninth month following the hire date. Employees Unit members hired on the 16th day of the month, or any day thereafter, shall be entitled to an anniversary date on the first day of the tenth month following date of hire.

12.7.3 Any bargaining unit employee member who receives a promotion to a class allocated to a higher salary range, shall be placed on the step of the salary range which is next above

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the rate the ~~employee~~ unit member received in the previous class. At this time, the ~~employee~~ unit member will begin a new probationary period of nine months from the date of change, and ~~his/her~~ the anniversary date will be changed to coincide with the completion of the nine-month probationary period in this new position (see Article 12.7.1 above), provided the new position requires additional skills. Increments in anniversary salary increases will proceed as stated in Article 12.7.2 above.

- 12.7.4 When a unit member employee is restored to ~~his/her~~ their previous salary step after a personal leave of absence without pay for a period not longer than ninety (90) calendar days (~~Article 8.6.7~~), ~~he/she~~ the unit member shall receive credit for step advancement for service prior to the leave. ~~His/her~~ The anniversary date shall be adjusted accordingly so ~~he/she~~ The unit member shall be granted a step advancement after having completed the one-year of total service. Credit toward a step advance within a range shall accrue when the State Education Code sections relating to military leave requires credit for step advancement during the period of the leave of absence.

12.8 SALARY SCHEDULE ADJUSTMENTS

- 12.8.1 The District will increase the CSEA Salary Schedule by 0.25%. During the term of this agreement, should any recognized Laguna Beach Unified School District bargaining unit reach a signed agreement that results in a higher total compensation than provided to members of the Chapter 131 CSEA unit members, the district agrees to adjust the total compensation provided to CSEA unit members to an equivalent amount.

- 12.9 LONGEVITY PAY. Long Service Recognition will be granted upon completion of years of service in the District as follows:

- 10 years 6.50% of base salary
- 15 years ~~additional 2.59.00%~~ of base salary
- 20 years ~~additional 2.511.50%~~ of base salary
- 25 years ~~additional 2.514.00%~~ of base salary

12.10 PROFESSIONAL DEVELOPMENT

- 12.10.1 ~~The District shall pilot a professional development program to classified unit members for the 2016-2017 school year.~~ The District will provide a professional development program ~~create a matrix to include a variety of topics to include with~~ three proficiency levels, and each job classification will be assigned an expected level of proficiency in each area. Each level includes a training component that is required. All professional development training must be conducted on the unit member's own time. ~~Some~~

~~opportunities may be on the unit member's own time, and others may be offered during District professional development or non-student days.~~

In addition to the training component, the employee unit member will be required to demonstrate proficiency. Some tasks may require an assessment. Others may require the employee unit member to submit evidence of proficiency in the context of ~~his or her~~ their position, such as a screenshot, observation, or a producing a product.

After completing the required training and demonstrating evidence of proficiency of a particular level, the employee unit member will earn a "micro-credential" in that subject and be paid the following one-time stipends:

Level 1 Stipend - \$50

Level 2 Stipend - \$100

Level 3 Stipend - \$250

~~This pilot shall be reviewed by a committee comprised of three (3) representatives from the association and three (3) representatives of the District to make recommendations to the bargaining teams as to whether or not the pilot program will continue for the 2017-2018 school year and/or if modifications are recommended. If the committee recommends discontinuation of the pilot program, a replacement program will be developed.~~

12.10.2 CONTINUING EDUCATION

Unit members shall request approval to utilize community college, university or continuing education units (CEUs) toward a licensure and/or certification as a Level 3 professional development opportunity, up to one (1) per semester. Units must be applicable to the unit member's job classification. Requests shall be submitted to the unit member's supervisor using the district form no later than 14 days prior to the commencement of the course, which will then be submitted to the Human Resources office for final approval. Once completed, the unit member is required to submit evidence of a passing grade (C or better) to the Human Resources office before the stipend is issued.

12.11 ~~PAY AND ALLOWANCE~~ EXTRA DUTY PAY

12.11.1 Extra Duty Pay for Instructional Assistant, Special Education

The following extra duty structure is established for Instructional Assistant, Aide ~~H/Special Education. Assistants:~~ The need and duration for such assignments is determined by the supervisor.

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‣ ~~\$150 per month~~ 5% in addition to base salary – Instructional Assistant, Special Education Extra Duty Pay Stipend, Type A is to be paid to the aid unit member who assists students who are orthopedically impaired and/or have a serious health condition requiring a Health Care Plan or toileting assistance.

‣ ~~\$50 per month~~ 1.5% in addition to base salary – Instructional Assistant, Special Education Extra Duty Pay Stipend, Type B is to be paid to the aid unit member who assists, provides minimal to moderate toileting assistance and/or specialized care to students with a Health Care Plan.

At the beginning of the school year, the Special Education office will provide a Personnel Action Report (PAR) form to the Human Resources Office listing the ~~Special Education/~~Instructional Assistant ~~He~~ Instructional Assistant, Special Education positions which ~~who~~ are to receive the Type A or Type B extra duty and dates the pay is to be issued.

12.11.2 Unit members who perform their regular duties beyond their assigned work hours are paid at the regular or overtime rate of pay as appropriate. Unit members who are required to attend training and/or assigned to perform duties outside of their regular assignment shall receive the short-term classified rate of pay.

Article 14 – Employee Expenses and Materials

- 14.1 The District may pay the full cost of the purchase, lease, rental, ~~cleaning~~, and maintenance of uniforms, equipment, identification badges, emblems, and cards required by the District to be worn or used by ~~employees~~ unit members in the following classes: Maintenance and Custodial, Campus Supervisors, and Nutrition Services.
- 14.2 The District agrees to provide all tools, equipment, and supplies considered to be necessary by the District for performance of employment duties.
- 14.3 Should the employment duties of a unit member ~~employee in the Bargaining Unit~~ reasonably requires use of any equipment or gear to insure the safety of the ~~employee~~ unit member or others, the District agrees to furnish such equipment or gear.
- 14.4 The District shall insure against the personal liability of the ~~employee~~ unit member for damages for death, injury to a person, or damage or loss of property caused by the negligent act or omission of the ~~employee~~ unit member when acting within the scope of ~~his/her~~ their employment.
- 14.5 The District will defend and indemnify any unit member ~~classified employee~~ acting within the course and scope of their employment, without malice or fraud, from claims

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arising from or relating to use of district equipment computers or printers, including access to Internet sites by students, parents, or other employees.

- 14.6 The District electronic network system is designed solely for educational and work related purposes. All files and information on District computers including e-mail files are District property and, as such, are subject to inspection and review by District and school personnel. Employees Unit members may not claim personal copyright privileges over files, data, or materials developed in the scope of their employment. Employees Unit members shall not use copyrighted materials without the permission of the copyright holder.

Article 15 – Holidays

15.2 OFFICIAL HOLIDAYS

Independence Day
Labor Day
Veteran's Day
Day before Thanksgiving
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day
Day after Christmas Day
New Year's Eve

New Year's Day
Martin Luther King's Day
Lincoln's Day
Admission Day-In Lieu Of
Washington's Day
Spring Vacation Day
Memorial Day
Floating Holiday

Article 23 – Health Benefits

23.1 Employee and Dependent Insurance Programs

23.1.2 ~~The District agrees to pay the employee and dependents' medical insurance premium for all regular classified employees working six (6) hours or more per day per five day week. The District agrees to pay the employee and dependents' dental insurance premium for all regular classified employees working six (6) hours or more per day per five day week. The District agrees to pay the vision care insurance premium for all regular classified employees working six (6) hours or more per day per five day week. The premium for part time classified employees' insurance will be paid as follows: 50% of premium for employees working a minimum of four (4) hours per day, but less than six (6) hours per day per five day week. The District agrees to pay medical, dental, and vision premiums for unit members as follows, up to the district cap as specified in 23.1.3:~~

<u>Employee Group</u>	<u>District Contribution</u>
<u>Unit members working six (6) hours or more per day, five (5) days per week</u>	<u>Medical, dental, and vision for employee and dependents</u>
<u>Unit members working 5.75 hours per day, five (5) days per week, having completed at least five (5) years of service to the district based on date</u>	<u>Medical, dental and vision for employee only 50% of the premium for dependents</u>

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District 

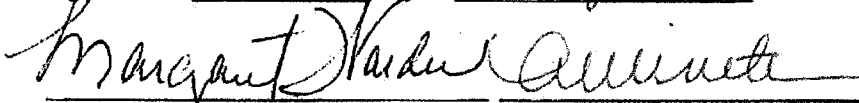
CSEA #131

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of hire.	
<u>Unit members working at least four (4) hours per day, but less than six (6) hours per day, five days per week</u>	<u>50% of the premium for medical, dental and vision for employee and dependents</u>

23.1.3 The total dollars budgeted for all District employee benefits in the ~~2016-2017~~ **2017-2018** school year is ~~\$4,500,000~~ **\$4,559,000**. The cap remains in force unless otherwise expressly agreed to.

Agreed this 10th day of May, 2017.



Margaret Walder,
President, CSEA, Chapter 131

Leisa Winston
Assistant Superintendent, Human Resources

Robert Dewitz
CSEA Labor Representative

District clw
CSEA #131 [Signature]
CSEA Labor Rep [Signature]

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

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

Laguna Beach Unified School District - California School Employees Association,

School District - Bargaining Unit: Chapter 131 (CSEA)

Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2017 and ending: June 30, 2018
(date) (date)

The Governing Board will act upon this agreement on: June 27, 2017
(date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY 2017-18	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2017-18	Year 2 Increase/(Decrease) FY 2018-19	Year 3 Increase/(Decrease) FY 2019-20
1 Salary Schedule Increase (Decrease)	\$ 7,191,667.00	\$ 17,979		\$ -
		0.25%	0.00%	0.00%
2 Step and Column Increase (Decrease) Due to movement plus any changes due to settlement	\$ 89,666.00	\$ 144	\$ -	\$ -
		0.16%	0.00%	0.00%
3 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.) One time off schedule payment of 1%	\$ -	\$ 71,917	\$ -	\$ -
		0.00%	0.00%	0.00%
Description of other compensation: Additional Holiday		\$ 43,500		
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 1,814,748	\$ 4,249	\$ -	\$ -
		0.23%	0.00%	0.00%
5 Health/Welfare Plans	\$ 1,159,752	\$ 59,000	\$ -	\$ -
		5.09%	0.00%	0.00%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 10,255,833	\$ 196,789	\$ -	\$ -
7 Total Number of Represented Employees (Use FTEs if appropriate)	120.90	120.9	0	0
8 Total Compensation <u>Average</u> Cost per Employee	\$ 84,829	\$ 1,628	\$ -	\$ -
		1.92%	0.00%	0.00%

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

1.5% total compensation increase (0.25% salary, added holiday, and HMO health insurance provided per response on 12) with a one-time off schedule payment of 1%

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

No

11. Please include comments and explanations as necessary.

December 27th added as a paid holiday.

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

If yes, please describe the cap amount.

The Districtwide Hard Cap was \$4,500,000. The cap was raised by \$59,000 as a result of negotiations to cover 5.75 hour per day employees, with over 5 years of service to the district, an opportunity to receive single party HMO health insurance. Monthly payroll deductions for employees are tiered for Single/Two Party/Family. HMO deductions are \$50/\$100/\$150, while PPO deductions are \$125/\$250/\$375. The amount attributable to CSEA in 2017-18 is \$1,423,414.

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

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

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

None

D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.
Any settlement reached between the teachers' union (LaBUFA) that results in a higher total compensation settlement than CSEA received will be applied equally to align the total compensation amounts settled on for both bargaining units.

E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?
"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

Ongoing expenditures after settlement of are within available ongoing revenue.

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

Updated FMLA/CFRA language.

G. Source of Funding for Proposed Agreement

1. Current Year

Books were reduced to reflect book adoption costs budgeted for 2017-18 that were ordered in May 2017 and received in June 2017; thus, invoices were paid in June 2017 impacting the 2016-17 estimated actuals and reducing costs for the 2017-18 budget year.

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

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

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

N/A

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: California School Employees Association, Chapter 131 (CSEA)

	Column 1	Column 2	Column 3	Column 4
	Draft 2017-18 Budget Before Settlement	Adjustments as a Result of Settlement	Other Revisions: LaBUFA & Mgmt	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ 51,960,080	\$ -	\$ -	\$ 51,960,080
Remaining Revenues (8100-8799)	\$ 1,879,048	\$ -	\$ -	\$ 1,879,048
TOTAL REVENUES	\$ 53,839,128	\$ -	\$ -	\$ 53,839,128
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 19,686,675	\$ -	\$ 494,882	\$ 20,181,557
Classified Salaries (2000-2999)	\$ 6,048,265	\$ 93,478	\$ 19,000	\$ 6,160,743
Employee Benefits (3000-3999)	\$ 8,969,420	\$ 50,599	\$ 45,344	\$ 9,065,363
Books and Supplies (4000-4999)	\$ 2,147,886	\$ -	\$ (134,341)	\$ 2,013,545
Services, Other Operating Expenses (5000-5999)	\$ 5,092,301	\$ -	\$ -	\$ 5,092,301
Capital Outlay (6000-6599)	\$ 768,000	\$ -	\$ -	\$ 768,000
Other Outgo (7100-7299) (7400-7499)	\$ 201,096	\$ -	\$ -	\$ 201,096
Direct Support/Indirect Cost (7300-7399)	\$ (21,254)	\$ -	\$ -	\$ (21,254)
Other Adjustments				
TOTAL EXPENDITURES	\$ 42,892,389	\$ 144,077	\$ 424,885	\$ 43,461,351
OPERATING SURPLUS (DEFICIT)	\$ 10,946,739	\$ (144,077)	\$ (424,885)	\$ 10,377,777
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 125,000	\$ -	\$ -	\$ 125,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 2,265,000	\$ -	\$ -	\$ 2,265,000
CONTRIBUTIONS (8980-8999)	\$ (8,091,694)	\$ -	\$ (146,083)	\$ (8,237,777)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 715,045	\$ (144,077)	\$ (570,968)	\$ -
BEGINNING BALANCE	\$ 3,050,000			\$ 3,050,000
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 3,765,045	\$ (144,077)	\$ (570,968)	\$ 3,050,000
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 50,000	\$ -	\$ -	\$ 50,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 715,045	\$ (144,077)	\$ (570,968)	\$ -
Reserve for Economic Uncertainties (9789)	\$ 3,000,000	\$ -	\$ -	\$ 3,000,000
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: California School Employees Association, Chapter 131 (CSEA)

	Column 1	Column 2	Column 3	Column 4
	Draft 2017-18 Budget Before Settlement	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 4,337,120	\$ -	\$ -	\$ 4,337,120
TOTAL REVENUES	\$ 4,337,120	\$ -	\$ -	\$ 4,337,120
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 2,612,123	\$ -	\$ 72,643	\$ 2,684,766
Classified Salaries (2000-2999)	\$ 2,285,456	\$ 40,062	\$ 8,300	\$ 2,333,818
Employee Benefits (3000-3999)	\$ 2,956,842	\$ 12,650	\$ 12,428	\$ 2,981,920
Books and Supplies (4000-4999)	\$ 459,724	\$ -	\$ -	\$ 459,724
Services, Other Operating Expenses (5000-5999)	\$ 3,455,866	\$ -	\$ -	\$ 3,455,866
Capital Outlay (6000-6599)	\$ 427,549	\$ -	\$ -	\$ 427,549
Other Outgo (7100-7299) (7400-7499)	\$ 210,000	\$ -	\$ -	\$ 210,000
Direct Support/Indirect Cost (7300-7399)	\$ 21,254	\$ -	\$ -	\$ 21,254
Other Adjustments				
TOTAL EXPENDITURES	\$ 12,428,814	\$ 52,712	\$ 93,371	\$ 12,574,897
OPERATING SURPLUS (DEFICIT)	\$ (8,091,694)	\$ (52,712)	\$ (93,371)	\$ (8,237,777)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 8,091,694	\$ -	\$ 146,083	\$ 8,237,777
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ -	\$ (52,712)	\$ 52,712	\$ -
BEGINNING BALANCE	\$ 2,570,846			\$ 2,570,846
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 2,570,846	\$ (52,712)	\$ 52,712	\$ 2,570,846
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 2,570,846	\$ -	\$ -	\$ 2,570,846
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: California School Employees Association, Chapter 131 (CSEA)

	Column 1	Column 2	Column 3	Column 4
	Draft 2017-18 Budget Before Settlement	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ 51,960,080	\$ -	\$ -	\$ 51,960,080
Remaining Revenues (8100-8799)	\$ 6,216,168	\$ -	\$ -	\$ 6,216,168
TOTAL REVENUES	\$ 58,176,248	\$ -	\$ -	\$ 58,176,248
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 22,298,798	\$ -	\$ 567,525	\$ 22,866,323
Classified Salaries (2000-2999)	\$ 8,333,721	\$ 133,540	\$ 27,300	\$ 8,494,561
Employee Benefits (3000-3999)	\$ 11,926,262	\$ 63,249	\$ 57,772	\$ 12,047,283
Books and Supplies (4000-4999)	\$ 2,607,610	\$ -	\$ (134,341)	\$ 2,473,269
Services, Other Operating Expenses (5000-5999)	\$ 8,548,167	\$ -	\$ -	\$ 8,548,167
Capital Outlay (6000-6599)	\$ 1,195,549	\$ -	\$ -	\$ 1,195,549
Other Outgo (7100-7299) (7400-7499)	\$ 411,096	\$ -	\$ -	\$ 411,096
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
Other Adjustments				
TOTAL EXPENDITURES	\$ 55,321,203	\$ 196,789	\$ 518,256	\$ 56,036,248
OPERATING SURPLUS (DEFICIT)	\$ 2,855,045	\$ (196,789)	\$ (518,256)	\$ 2,140,000
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 125,000	\$ -	\$ -	\$ 125,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 2,265,000	\$ -	\$ -	\$ 2,265,000
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 715,045	\$ (196,789)	\$ (518,256)	\$ -
BEGINNING BALANCE	\$ 5,620,846			\$ 5,620,846
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 6,335,891	\$ (196,789)	\$ (518,256)	\$ 5,620,846
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 50,000	\$ -	\$ -	\$ 50,000
Restricted Reserves (9740)	\$ 2,570,846	\$ -	\$ -	\$ 2,570,846
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 715,045	\$ (144,077)	\$ (570,968)	\$ -
Reserve for Economic Uncertainties (9789)	\$ 3,000,000	\$ -	\$ -	\$ 3,000,000
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: California School Employees Association, Chapter 131 (CSEA)

	2017-18	2018-19	2019-20
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Local Control Funding Formula Sources (8010-8099)	\$ 51,960,080	\$ 54,247,238	\$ 56,637,318
Remaining Revenues (8100-8799)	\$ 6,216,168	\$ 6,248,917	\$ 6,282,622
TOTAL REVENUES	\$ 58,176,248	\$ 60,496,155	\$ 62,919,940
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 22,866,323	\$ 23,108,541	\$ 23,570,712
Classified Salaries (2000-2999)	\$ 8,494,561	\$ 8,470,600	\$ 8,538,365
Employee Benefits (3000-3999)	\$ 12,047,283	\$ 12,271,263	\$ 13,150,750
Books and Supplies (4000-4999)	\$ 2,473,269	\$ 2,460,393	\$ 2,417,235
Services, Other Operating Expenses (5000-5999)	\$ 8,548,167	\$ 8,797,689	\$ 9,054,573
Capital Outlay (6000-6999)	\$ 1,195,549	\$ 2,065,739	\$ 2,324,599
Other Outgo (7100-7299) (7400-7499)	\$ 411,096	\$ 423,104	\$ 435,463
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 56,036,248	\$ 57,597,329	\$ 59,491,697
OPERATING SURPLUS (DEFICIT)	\$ 2,140,000	\$ 2,898,826	\$ 3,428,243
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 125,000	\$ 125,000	\$ 125,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 2,265,000	\$ 2,665,000	\$ 2,865,000
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ -	\$ 358,826	\$ 688,243
BEGINNING BALANCE	\$ 5,620,846	\$ 5,620,846	\$ 5,979,672
CURRENT-YEAR ENDING BALANCE	\$ 5,620,846	\$ 5,979,672	\$ 6,667,914
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 50,000	\$ 50,000	\$ 50,000
Restricted Reserves (9740)	\$ 2,570,846	\$ 2,570,846	\$ 2,570,846
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ 358,826	\$ 953,068
Reserve for Economic Uncertainties (9789)	\$ 3,000,000	\$ 3,000,000	\$ 3,094,000
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2017-18	2018-19	2019-20
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 58,301,248	\$ 60,262,329	\$ 62,356,697
b.	State Standard Minimum Reserve Percentage for this District Enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 1,749,037	\$ 1,807,870	\$ 1,870,701

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

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 3,000,000	\$ 3,000,000	\$ 3,094,000
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 3,000,000	\$ 3,000,000	\$ 3,094,000
h.	Reserve for Economic Uncertainties Percentage	5.15%	4.98%	4.96%

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

2017-18	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2018-19	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2019-20	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

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

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

N/A

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

N/A

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

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

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Laguna Beach Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Classified School Employees' Association (CSEA), during the term of the agreement from July 1, 2017 to June 30, 2018.

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

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
<u>Revenues/Other Financing Sources</u>	<u>0</u>
<u>Expenditures/Other Financing Uses</u>	<u>196,789</u>
<u>Ending Balance Increase (Decrease)</u>	<u>-196,789</u>

____ (No budget revisions necessary)

**Superintendent
(Signature)**

Date

**Chief Business Official
(Signature)**

Date

M. CERTIFICATION NO. 2

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

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

District Superintendent (or Designee)
(Signature)

Date

#

Jeff Dixon, Assistant Superintendent, Business

Contact Person

(949)497-7700 x5222

Phone

President or Clerk of the Governing Board
(Signature)

Date

Laguna Beach Unified School District

12.b. PUBLIC HEARING

June 27, 2017

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 2017-18 Negotiated Agreement with Laguna Beach Unified Faculty Association (LaBUFA)

Proposal

Staff proposes the Board of Education hold a public hearing to gather public input on the ratification of the 2017-18 Agreement re-opener negotiated by the designated representatives of the Laguna Beach Unified Faculty Association (LaBUFA) and the Laguna Beach Unified School District.

Background

The Association and the District reached a Tentative Agreement for 2017-2020. The agreement allows for up to two reopeners for each party each year in addition to health and welfare and salary.

The Tentative Agreement attached includes changes in total compensation. The agreement includes a 1.5% salary increase, restructuring of the academic and athletic stipend schedules, reducing K-3 class size to 25:1, and revisions to the teacher evaluation process. The agreement also includes a one-time, off-schedule payment of one percent (1%) of salary.

Budget Impact

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

The cost of this agreement for 2017-18 is \$540,342.

Recommended Action

Staff recommends the Board of Education ratify the 2017-2020 Collective Bargaining Agreement negotiated by the designated representatives of the Laguna Beach Unified Faculty Association (LaBUFA) and the Laguna Beach Unified School District and its impact on the budget as presented.

June 20, 2017

TENTATIVE AGREEMENT 2017-2018

Between

Laguna Beach Unified School District

And

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

The Laguna Beach Unified School District and the Laguna Beach Unified Faculty Association/CTA/NEA (LaBUFA) have reached a Tentative Agreement for 2017-2018 that provides for:

Article 1 – RECOGNITION

1.1 The District recognizes the Association for purposes of collective negotiations, pursuant to Government Code Section 3540 et seq., as the exclusive representative for the **certificated** bargaining unit composed of the following positions: Classroom teachers (**temporary**, probationary and permanent), special education teachers, **media specialists**, intern teachers, counselors, District Nurse, speech pathologists, **Athletic Director, Activities Director, and Teachers on Special Assignment**, and excluding

1.2 **The following positions are excluded from the Association:**

~~p~~Psychologists
~~h~~Home teachers
~~a~~Adult education teachers
~~d~~Day-to-day substitutes
~~l~~Long-term substitutes (less than one trimester), and those position identified by the Board of Education as certificated management employees:
 Superintendent
 Assistant Superintendents/~~Instructional Services~~
 Elementary School Principals
 Middle School Principal
 Middle School Assistant Principal
 High School Principal
 High School Assistant Principals
~~District level~~ Directors

Article 7 – HOURS

7.3.2 Unit members employed at elementary schools shall receive a minimum of 190 minutes per week of student-free preparation and planning time for all first (1st) **kindergarten** through third (3rd) grade teachers, and 230 minutes per week for fourth (4th) and fifth (5th) grade teachers. ~~Kindergarten teachers shall receive a minimum of 90 minutes per week of student-free preparation and planning time.~~

7.6.2 Professional Learning Communities (PLC) –

The purpose of Professional Learning Communities shall be to provide for teacher collaboration around the common vision of improving teaching and student learning.

Fidelity to the model requires the development of a common curriculum and common assessments. Sharing of assessment data is for the purpose of improving core instruction and designing and implementing effective and efficient intervention strategies. To that end, it is important that PLCs occur in an atmosphere of professional trust among both teachers and administrators.

Accordingly, evaluations shall be conducted per provisions of the Agreement and the California Education Code. Unit member rights are neither expanded nor diminished as the result of participation in PLC and in common assessments.

During each school year, unit members shall meet in Professional Learning Communities a maximum of thirty (30) total meetings of approximately one (1) hour each. Attendance at PLC meetings shall be punctual and consistent. Following each PLC meeting, a written summary of the meeting shall be provided to the site administrator in a timely fashion, as mutually agreed to by site administration and the site's PLCs. Site administration shall establish an accessible storage area where meeting summaries of the site's PLCs shall be filed and made available for unit member access.

The vitality and fidelity of the PLC process will be maintained through an annual review with LaBUFA leadership and administration with six (6) unit members and six (6) district administrators by May 30 of each year.

7.12 DISTRICT DAYS

~~unit members of grades K-5~~ The district shall provide eligible unit members with have two days of release time for collaborative planning aligned to LCAP goals and/or elementary report cards preparation.

7.12.1 An eligible unit member is a teacher of record with a class roster or a teacher responsible for grade submission.

7.12.2 The two days ~~preparation time~~ shall be on site or at another district location with approval of the immediate supervisor, but ~~grades K-5~~ eligible unit members shall not be required to perform student contact services.

7.12.3 Eligible unit members shall take district days as follows:

- **Eligible unit members in grades 6 through 12 shall schedule each district day as a department for collaborative planning as determined by department member(s). Individual unit members may opt out of district days.**
- Eligible members must use one of the two days before the end of the first semester second trimester.
- Eligible members may not use a Monday or a Friday day adjacent to a holiday or vacation period for this purpose.
- ~~A maximum of three members per site may use this release time on the same day;~~ The site administrator will have shall distribute a calendar posted to allow eligible members and departments to schedule their days prior to September 30 for first semester and February 15 for second semester.
- Eligible members who do not use their days will be compensated at the substitute rate of pay within 30 days of the end of the school year.

Article 8 – CLASS SIZE

8.1 The maximum class size shall not exceed the following levels:

8.1.1	Kindergarten, 1-3	32 <u>25</u>
8.1.2	Grades 4 and 5	33
8.1.3	Grades 6-8	34
8.1.4	Grades 9-12	36

8.1.5 The District retains the right to waive the maximum in two classes at the middle school (not to exceed 38) and two classes at high school (not to exceed 38).

~~8.6 In the case of a sabbatical leave of absence, when a unit member must be replaced in order to meet the class size average by a person who has rights of reemployment due to layoff, 1/2 of the unit member on sabbatical shall be computed in the division for purposes of computing the average class size.~~

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

8.7.1	District Nurse, 1:3,000
8.7.2	<u>Elementary School Counselor, 1:700</u>
8.7.3	Middle School Counselor, 1: 700 <u>450</u>
8.7.3	High School counselor, 1: 550 <u>450</u>

~~The high school counselor to student ratio will be increased from 1:450 to 1:550 in recognition of assistance from the CSEA Guidance Tech position. Should this position no longer be available, the ratio will return to the 1:450.~~

Article 11 – EVALUATION

Teachers due for formal evaluation shall be evaluated using the pilot evaluation system developed and piloted during the 2017-2018 school year. The Joint Teacher-District Evaluation Committee shall meet during the 2017-2018 to review feedback regarding the program and recommend any changes to the bargaining unit and district by May 15, 2018. Counselors will continue to utilize the current process. The amendments to this section are considered temporary language for the 2017-2018 school year only.

11.1 Evaluation of unit members shall be conducted according to the Education Code sections, which deal with certificated staff evaluation.

11.2 The evaluator shall work closely with the unit member in defining areas of responsibilities, establishing objectives, jointly monitoring progress, assessing performance, and conducting evaluation conferences.

11.3 Evaluation and assessment of the performance of each unit member shall be made on a continuing basis, at least once each school year for temporary and probationary unit members, and at least every other year for unit members with permanent status.

11.3.1 A unit member with permanent status who has been employed at least 10 years with the district may be evaluated every three (3) years if the unit member is highly qualified, occupies a positions that is required to be filled by a highly qualified professional by the federal No Child Left Behind Act of

2001 (20 U.S.C. Sec. 6301, et seq.), as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and unit member being evaluated agree. The unit member or the evaluator may withdraw consent at any time.

- 11.4 Evaluations shall be composed of interviews with the unit member as well as with personal observations by the immediate supervisor. Information which has not been observed or gained through these interviews shall not be included.

11.5 Observations and Evaluations Formal Evaluation of Permanent Unit Members

11.5.1 Schedule of Evaluation for Permanent Teachers

<i>Date of Last Evaluation</i>	<i>Next Evaluation for Permanent Teachers in 11.3</i>	<i>Next Evaluation for teachers eligible under 11.3.1</i>
2015-2016	2017-2018	2018-2019
2016-2017	2018-2019	2019-2020
2017-2018	2019-2020	2020-2021
2018-2019	2020-2021	2021-2022
2019-2020	2021-2022	2022-2023

11.5.2 Goal-Setting

Each year, prior to October 15, teachers will develop personalized goal(s) for the upcoming school year. Teachers due for formal evaluations should complete the first three sections of the Formal Teacher Evaluation focused on goal-setting.

Prior to the reflective conversation meeting, the teacher may use the reflection resources in the appendix to assist in reflection and goal development.

For the teachers who aren't being formally evaluated, the annual goal setting form is to establish areas in which the teacher wishes to pursue professional growth and research in the classroom setting.

The teacher may revise his/her goal(s) at any point during the process. Should the evaluator identify areas of concern or specific areas of focus, the evaluator shall provide written notice to the teacher of the specific area(s) to be addressed in the evaluation process.

11.5.2 Reflective Conversation

Prior to November 1, principals will meet with teachers regarding the goal(s). The purpose of the meeting is to have a reflective conversation regarding the teacher's goals, identify ways in which the evaluator will support the teacher, and in the event they exist, to identify additional areas of concern or focus.

The teacher will submit a copy to the evaluator no later than two days prior to the reflective conversation meeting. The evaluator will complete his/her

section of the goal-setting portion of the form to identify support offered to the teacher as well as identifying any additional areas of concern or focus.

While a teacher is not required to have a reflective conversation with the evaluator on a non-evaluation year, ongoing communication is ideal for continued growth. Ongoing reflective conversations with peers is expected.

11.5.3 Formal Observations

~~A formal observation shall include a pre-conference documented by a pre-observation form (arranged by the teacher), a formal observation summary form, and a post-observation conference.~~

Formal Observations shall be at a mutually agreed-upon time, with every effort made by the evaluator to maintain the appointment. In the event of an unavoidable change, the evaluator would re-schedule with the evaluatee. Formal observations for permanent teachers shall be conducted by March 1. ~~A lottery will be held at each site to determine which permanent/tenured teachers will be observed formally during the pilot year. In subsequent years, as temporary and probationary teachers become permanent/tenured, their places in the observation rotation will also be determined by a lottery.~~

Prior to the Formal Observation, the Observation Form will be completed by the teacher and submitted to the evaluator. The purpose of this step is to give the evaluator information regarding the focus of the observation, instructional strategies the teacher plans to employ during the lesson, context for the class or lesson, and the lesson's place in the larger unit of instruction. The Observation Form shall be submitted no later than two school days prior to the scheduled Formal Observation.

The evaluator will conduct one formal observation of the teacher. The Formal Observation takes place for a lesson mutually agreed upon by the evaluator and teacher. The evaluator uses the teacher's Observation Form to record comments and suggested areas of growth based on the lesson observed.

A conference between the teacher and the evaluator will be scheduled within one week of the evaluator's formal observation of the teacher's classroom. During this conference the evaluator and teacher will discuss the evaluator's observation of the classroom lesson and the teacher's reflection on the lesson he/she delivered.

Any concerns on the part of the evaluator should be identified and addressed at this time and an additional observation can be scheduled through mutual agreement as appropriate.

Informal Observations

~~Informal Observations shall be conducted by using the Informal Cumulative Observation Form.~~

Following an informal observation, a copy of the updated form will be placed in the unit member's box within 2 work days of its completion. The results of any paperwork associated with the informal process shall not be placed in a unit member's personnel file during the pilot year. In subsequent years, the Informal Cumulative Observation Form would be placed in the file.

11.5.4 Mid-Year Reflective Conversation

Each year, between January 1 and February 28, principals will meet with teachers due for a mid-year progress discussion regarding the teacher's goal(s). The purpose of the meeting is to have a reflective conversation regarding the goals, any revisions made, and/or identify additional or different ways in which the evaluator will support the teacher, and in the event they exist, to identify additional areas of concern or focus. The date of this meeting is recorded on the Formal Evaluation Form.

11.5.5 Self-Evaluation and Final Evaluation Meeting with the Evaluator

After the formal observation, subsequent post-observation conference, and mid-year progress discussion are completed the evaluator and teacher will schedule a final evaluation conference. The formal evaluation should be scheduled between April 1 to May 15, unless the teacher has received a Performance Improvement Plan, in which case the formal evaluation should be held between May 1 and May 15. The teacher will complete the self-reflection portion of the Final Evaluation form. The evaluator will complete the remainder of the Final Evaluation form and review with the teacher. The evaluator is expected to focus on the teacher's focus area/goal(s), however, feedback and discussion may take place around any of the six CSTPs as proficiency in all of the standards is the goal of professional educator. For temporary or probationary teachers, the evaluator shall evaluate all six CSTPs, the district's standard 7, in addition to progress on the focus areas.

The evaluator will consider the teacher's proficiency with the CSTPs. A teacher may make growth in his/her focus area, but may struggle with a particular CSTP or district standard 7. The evaluator shall provide notice to the teacher of any identified concern as quickly as possible after the concern has been identified, as well as support and expectations to correct the concern. Should the teacher not demonstrate proficiency in all CSTPs by the final evaluation, the evaluator may refer the teacher to the Performance Improvement Plan process.

Should the teacher choose to formally respond to the evaluation, the teacher may submit a written response that will be included with the evaluation.

11.5.6 Performance Improvement Plan

The need for a Performance Improvement Plan is determined by the evaluator and shall be reviewed with the teacher no later than March 1. A teacher on a PIP shall receive the final evaluation conference between May 1 and May 15. The teacher will be formally evaluated using the standards-

based evaluation process focused on the CSTPs and district standard 7. Progress toward the expectations set forth in the PIP shall be reviewed at each reflective conversation during the second evaluation year.

11.6 Formal Evaluation of Temporary and Probationary Teachers

Formal evaluations of temporary and probationary teachers shall be conducted every year and shall focus on all six California Standards for the Teaching Profession (CSTP) plus the District-Adopted Standard Seven: Professional Expectations.

11.6.1 Goal-Setting

Each year, prior to October 15, teachers will develop personalized goal(s) for the upcoming school year. Teachers due for formal evaluations should complete the first three sections of the Formal Teacher Evaluation focused on goal-setting.

Prior to the reflective conversation meeting, the teacher may use the reflection resources in the appendix to assist in reflection and goal development.

For the teachers who aren't being formally evaluated, the annual goal setting form is to establish areas in which the teacher wishes to pursue professional growth and research in the classroom setting.

The teacher may revise his/her goal(s) at any point during the process. Should the evaluator identify areas of concern or specific areas of focus, the evaluator shall provide written notice to the teacher of the specific area(s) to be addressed in the evaluation process.

11.6.2 Reflective Conversation

Prior to November 1, principals will meet with teachers regarding the goal(s). The purpose of the meeting is to have a reflective conversation regarding the teacher's goals, identify ways in which the evaluator will support the teacher, and in the event they exist, to identify additional areas of concern or focus.

The teacher will submit a copy to the evaluator no later than two days prior to the reflective conversation meeting. The evaluator will complete his/her section of the goal-setting portion of the form to identify support offered to the teacher as well as identifying any additional areas of concern or focus.

11.6.3 Formal Observations

Formal Observations shall be at a mutually agreed-upon time, with every effort made by the evaluator to maintain the appointment. In the event of an unavoidable change, the evaluator would re-schedule with the evaluatee. Two formal observations for temporary and probationary teachers shall be

conducted between November 15 and February 15, the first of which shall be conducted before winter break.

Prior to the Formal Observation, the Observation Form will be completed by the teacher and submitted to the evaluator. The purpose of this step is to give the evaluator information regarding the focus of the observation, instructional strategies the teacher plans to employ during the lesson, context for the class or lesson, and the lesson's place in the larger unit of instruction. The Observation Form shall be submitted no later than two school days prior to the scheduled Formal Observation.

Formal observations take place for a lesson mutually agreed upon by the evaluator and teacher. The evaluator uses the teacher's Observation Form to record comments and suggested areas of growth based on the lesson observed.

A conference between the teacher and the evaluator will be scheduled within one week of the evaluator's formal observation of the teacher's classroom. During this conference the evaluator and teacher will discuss the evaluator's observation of the classroom lesson and the teacher's reflection on the lesson he/she delivered.

Any concerns on the part of the evaluator should be identified and addressed at this time and an additional observation can be scheduled through mutual agreement as appropriate.

11.6.4 Mid-Year Reflective Conversation

Each year, between December 15 and January 15, principals will meet with teachers due for a mid-year progress discussion regarding the teacher's goal(s). The purpose of the meeting is to have a reflective conversation regarding the goals, any revisions made, and/or identify additional or different ways in which the evaluator will support the teacher, and in the event they exist, to identify additional areas of concern or focus. The date of this meeting is recorded on the Formal Evaluation Form.

11.6.5 Self-Evaluation and Final Evaluation Meeting with the Evaluator

After the formal observation, subsequent post-observation conference, and mid-year progress discussion are completed the evaluator and teacher will schedule a final evaluation conference. The formal evaluation should be scheduled between February 1 and February 28. The teacher will complete the self-reflection portion of the Final Evaluation form. The evaluator will complete the remainder of the Final Evaluation form and review with the teacher. The evaluator shall evaluate all six CSTPs, the district's standard 7, in addition to progress on the focus areas.

The evaluator will consider the teacher's proficiency with the CSTPs. A teacher may make growth in his/her focus area, but may struggle with a particular CSTP or district standard 7. The evaluator shall provide notice

to the teacher of any identified concern as quickly as possible after the concern has been identified, as well as support and expectations to correct the concern. Should the teacher not demonstrate proficiency in all CSTPs by the final evaluation, the evaluator may refer the teacher to the Performance Improvement Plan process.

Should the teacher choose to formally respond to the evaluation, the teacher may submit a written response that will be included with the evaluation.

11.6.6 Performance Improvement Plan

The need for a Performance Improvement Plan is determined by the evaluator by the final evaluation meeting. The PIP shall be reviewed with the teacher within two weeks after the final evaluation. The teacher will be formally evaluated the subsequent year using the evaluation process that is focused on the CSTPs and district standard 7. Progress toward the expectations set forth in the PIP shall be reviewed at each reflective conversation during the second evaluation year.

The evaluation shall be one final, summative document that incorporates two formal observations, each of which includes a completed Pre-Conference form, Formal Observation, and a Formal Observation Summary form and conference.

Every year each temporary and probationary teacher shall also be assessed using the Informal Cumulative Observation Form.

Permanent/Tenured Teachers

Evaluations of permanent/tenured teachers shall be conducted every year and shall be comprised of the District's annually selected California Standards for the Teaching Profession (CSTP) focus standard and the District Adopted Standard Seven: Professional Expectations.

Every two years each permanent/tenured teacher shall be assessed using the formal observation process.

Each year permanent/tenured teachers shall be assessed using the Informal Cumulative Observation Form and the final Educator Evaluator Form.

The schedule for the District's selected CSTP focus standards for formal evaluations is as follows:

2014- 2015	CSTP 3 & 7
2015- 2016	CSTP 3 & 7
2016- 2017	CSTP 4 & 7
2017- 2018	CSTP 4 & 7

2018-2019	CSTP-5 & 7
2019-2020	CSTP-5 & 7
2020-2021	CSTP-6 & 7
2021-2022	CSTP-6 & 7
2022-2023	CSTP-1 & 7
2023-2024	CSTP-1 & 7
2024-2025	CSTP-2 & 7
2025-2026	CSTP-2 & 7

Temporary and Probationary Unit Members

1. ~~Formal Observation #1—October and November~~
 - ~~—— a) Pre-Conference Meeting and Pre-Observation Form~~
 - ~~—— b) Formal Observation Summary Form~~
2. ~~Formal Observation #2—November and through mid-January~~
 - ~~—— a) Pre-Conference Meeting and Pre-Observation Form~~
 - ~~—— b) Formal Observation Summary Form~~

Note: If the unit member's performance is deemed substandard through Formal Observation #2, then Formal Observation #3 shall be conducted no later than February using the same processes and forms as Formal Observations #1 and #2.

3. ~~Informal Cumulative Observation Form—September through February~~
4. ~~Individual Teacher Performance Plan Form—No later than March 1~~
~~(the final/summative evaluation form, includes all seven (7) standards)~~

Permanent/Tenured Unit Members

Note: Lottery determines which group (formal vs. informal) teacher will fall into for 2004-05.

Formal Evaluation Year

1. ~~Formal Observation—October through March~~
 - ~~—— a) Pre-Conference Meeting and Pre-Observation Form~~
 - ~~—— b) Formal Observation Summary Form~~

Note: If the unit member's performance is deemed substandard through the Formal Observation, then a second Formal Observation shall be conducted by no later than the end of March using the same process and form as the first Formal Observation.

2. ~~Informal Cumulative Observation Form—September through April~~

~~3. Permanent/Tenured Teacher Evaluation Form—No later than May 15 (the final/summative evaluation form, includes one (1) District selected CSTP and the LBUSD Adopted Standard Seven: Professional Expectations)~~

Permanent/Tenured Unit Members

~~Note: Lottery determines which group (formal vs. informal) teacher will fall into for 2004-05.~~

Informal Evaluation Year

~~1. Informal Cumulative Observation Form—September through April~~

~~2. Permanent/Tenured Teacher Evaluation Form—No later than May 15 (the final/summative evaluation form, includes one (1) District selected CSTP and the LBUSD Adopted Standard Seven: Professional Expectations)~~

11.7 Personnel Files

11.6.1. There will be a single personnel file for each unit member. Personnel files will be kept in a locked area at the central administrative office of the District.

11.6.2. Information of a derogatory nature will not be entered or filed unless and until the unit member is given advanced notice and an opportunity to review and comment. A unit member will have the right to enter, and have attached to any derogatory statement, his/her own comments. File review, and any preparation of comments in response to any material and/or statement, shall take place during normal business hours outside of instructional time, and the unit member shall be released from duty for this purpose without salary reduction.

11.8 Any Formal or Informal Observation demonstrating failure to meet standards shall be discussed with the evaluatee as soon as possible, normally within seven (7) working days of the observation. Specific suggestions for improvement made by the evaluator shall be included. At least one subsequent formal observation shall be made to determine whether improvement has taken place, normally within twenty (20) working days of the observation deemed substandard performance.

11.9 The evaluation and assessment of unit member performance shall not include the use of publishers' norms established by standardized tests.

11.10 Any and all evaluations of a unit member shall be reduced to writing, signed and dated by the evaluator and the unit member in accordance with the deadlines specified in 11.5 and 11.6 ~~provided in 11.16~~. The signature of the unit member shall not be taken to mean that the unit member agrees with the evaluation, but only that he/she has received it and read it.

11.11 If, for any reason, either party is dissatisfied with the evaluation, the Superintendent or designee should be notified in writing with a list of concerns attached.

- 11.12 Evaluations shall include only information gathered during the current school year and may not include information from any previous years unless that information has been included in the preceding evaluation.
- 11.13 Each evaluator must provide for immediate follow-up counseling for all formal evaluatees. The evaluator shall state in specific written terms areas of strengths and areas that could be improved.
- 11.14 Evaluations must reflect fairly the conditions under which the evaluatee is working.
- 11.15 The unit member shall have the right to initiate a written reaction or response to the evaluation. Such response shall become a permanent attachment to the unit member's personnel file. Every unit member shall have the right to inspect the files relating to his or her evaluation, upon request, provided that the request is made at a time which will not interfere with the regular workday of the unit member.
- 11.16 Evaluations shall be based on the prescribed forms, on a pilot basis, subject to review as part of the pilot agreement ~~per modified Article 11.17~~. Forms are included in Appendix C D of this Agreement.

~~11.16 Deadlines~~

~~11.16.1 Temporary and probationary teachers' evaluations shall be completed by March 1 of each year.~~

~~11.16.2 Permanent/tenured teachers' evaluations shall be completed by May 1 of each year.~~

Article 12 – LEAVES

12.12 Pregnancy Disability Leave

- 12.12.4 The District shall not refuse to do any of the following because of a unit member's pregnancy:
- hire or employ;
 - select ~~her~~ the unit member for a training program leading to employment, reassignments or promotion;
 - shall not ban or discharge ~~her~~ from employment;
 - shall not bar from training program leading to employment, reassignment, or promotion;
 - discriminate against ~~her~~ the unit member in compensation or in terms, conditions, or privileges of employment.
- 12.12.5 Beginning with the date of disability, the unit member shall be placed on long-term illness absence during which ~~she~~ the unit member can use all sick leave benefits due ~~her~~. A substitute will be employed as a replacement.
- 12.12.6 Such accumulated personal illness/injury benefits shall continue until ~~her~~ the attending physician or other licensed health advisor certifies that she the unit member is able to return to service following delivery or miscarriage.

- 12.12.9 Advancement on the salary schedule shall be based upon the date of commencement of the leave of absence. The unit member will be granted a full salary step if ~~she~~ the unit member works more than ninety (90) teaching days. Working ninety (90) days or less shall result in no advancement on the salary schedule.

12.13 Family Medical Leave Act/California Family Rights Act

- 12.13.1 The District will grant unpaid family and medical leave to eligible ~~bargaining unit employees~~ members in accordance with the provisions of the Federal Family and Medical Leave Act of 1993 (FMLA). In accordance with FMLA, the District will grant up to twelve (12) work weeks of unpaid family and medical leave with continuation of existing District-paid health and welfare benefits to eligible ~~bargaining unit employees~~ unit members for the birth, adoption, or foster care placement of a child with the ~~employee~~ unit member, or for care of the ~~employee~~ unit member, ~~employee's~~ unit member's child, spouse, or parent with a serious health condition. An ~~employee~~ unit member is eligible for this leave if the ~~employee~~ unit member has worked for the District for a total of at least twelve (12) months and has worked at least one thousand two hundred fifty (1,250) hours over the previous twelve (12) months.
- 12.13.2 Except for disability leave on account of pregnancy, childbirth or related medical conditions, FMLA runs concurrently with any paid leave for which the ~~bargaining~~ unit member is eligible, including sick leave and accrued vacation.
- 12.13.3 ~~Employees~~ Unit members are required to provide at least thirty (30) days advance written notice to the Human Resources office if the need for unpaid family leave is foreseeable. If the thirty (30) days advance written notice is not possible, then notice shall be provided as soon as practicable. Any family leave request will be processed in accordance with the applicable provisions of state and federal law.
- 12.13.4 An ~~employee~~ unit member who qualifies for paid parental leave under FMLA/CFRA who continues to be absent from his or her duties on account of maternity or paternity leave for a period of up to 12 school weeks shall be eligible for substitute differential pay, provided the ~~employee~~ unit member utilizes all available sick leave, including accumulated leave has worked for the district for at least 12 months.

Article 18 – SALARY SCHEDULE

- 18.2 Placement on this salary schedule shall be determined by training, experience, and special assignments. Beginning with the ~~2014-15~~ 2017-18 school year, the District may grant up to ~~three (3)~~ five (5) years of experience credit for initial placement of new hires on the certificated salary schedule. Unit members hired prior to the 2017-18 school year, who have additional years of verified teaching experience prior to hire for which they have not received credit, shall accelerate one additional step on the salary

schedule each year until they reach the five (5) years of initial salary placement they would have received upon initial hire. This provision is not retroactive.

- 18.3 The basis of the salary schedule is a point system. The value of ~~\$195.31~~ **\$198.24** shall be awarded for school year ~~2016-2017~~ **2017-2018**. (refer to Appendix A). On the Counselor Salary Schedule (refer to Appendix A), the value of ~~\$205.87~~ **\$208.96** shall be awarded for school year ~~2016-2017~~ **2017-2018**. On the Nurse Salary Schedule (refer to Appendix A), the value of \$238.81 shall be awarded for school year 2017-2018. On the Athletic Director Salary Schedule (refer to Appendix A), the value of \$255.64 shall be awarded for school year 2017-2018.
- 18.6 Direct student hourly instruction rate of pay shall be ~~\$45.23~~ **\$45.91** per hour and other district approved work performed by a bargaining unit member on a voluntary basis shall be paid at an hourly rate of ~~\$39.58~~ **\$40.17**.

Summer School pay shall be as follows:

Years of LBUSD Experience	Hourly Rate
0-5	\$45.23 \$45.91
6-15	\$50.88 \$51.64
16-21+	\$56.54 \$57.39

- 18.7 Extra Duty Stipend List – These stipends shall be increased each school year by the same percentage increase as is applied to the Certificated Unit Member Salary Schedule unless waived by mutual agreement between the District and the Association.

~~18.7.1 The Combination Class Teacher stipend shall be re-designated as “Elementary Combination Class Teacher” stipend for unit members who teach combination classes in grades K-5. Should the need exist for a Transitional Kindergarten/Kindergarten or Kindergarten/1 combination class, such a stipend shall be pro-rated on the basis of the percentage of the student instructional day that overlaps.~~

~~Department and Grade Level Chairpersons shall be assigned on a rotation cycle of no more than two (2) years. A unit member may decline the rotation. Department and Grade Level Chair meetings may occur up to twice per month.~~

- 18.8 ~~Elementary Teacher In Charge – Serves the elementary school under the direction of the principal. The major responsibility is to assume responsibility of managing the school site in the absence of the principal. Compensation will be the same as the Elementary Grade Level Chair stipend. The District commits to pay the Elementary Teacher in Charge substitutes as required. Stipends shall be provided to individual unit members performing additional duties as specified in Appendix C.~~

Article 19 – FRINGE BENEFITS

- 19.1 For the ~~2016-2017~~ **2017-2018** school year, the District agrees to provide certificated employees and their dependents with existing insurance coverage for medical, dental, life and vision (life and vision for employees only). For the ~~2016-2017~~ **2017-2018** school year, the District will provide insurance coverage, subject to the following limitations on the District's obligation to pay for benefits:

~~2016-2017~~ **2017-2018** Health Benefits:

The total dollars budgeted for all District employee benefits in the 2016-17 school year, ~~\$4,500,000~~ \$4,559,000. (The cap as detailed in the attached Appendix page 9 and 10.) It is expressly understood that the cap of ~~\$4,500,000~~ \$4,559,000 remains in force unless otherwise expressly agreed to.

The total dollars budgeted for all District employee benefits in ~~2016-17~~ 2017-18 shall be adjusted for net employee loss or gain in ~~2016-17~~ 2017-18.

In the case of employee loss, the amount(s) subtracted shall be equal to the actual District premiums paid on behalf of the former employee(s) in ~~2015-16~~ 2016-17. In the case of employee gain, the amount(s) added shall be equal to the actual District premiums paid on behalf of the new employee(s) in ~~2016-17~~ 2017-18. If the District and the Association are unable to reach a settlement on health benefits prior to October 1, ~~2017~~ 2018, then it may be necessary for the District to initiate employee payroll deductions to cover LaBUFA bargaining unit members' pro rata share of the increased premium costs. If the District initiates payroll deductions, it will notify the Association and LaBUFA unit members at least thirty (30) days in advance of starting deductions, and will make the appropriate deductions based on the Association's confirmation of the amount(s) to be deducted from the affected unit members' paychecks. No payroll deductions will occur before November 1, ~~2017~~ 2018.

Article 24 – TERM OF AGREEMENT

The parties agree that the provisions of this Agreement shall remain in effect from July 1, 2017 through June 30, 2020 ~~until June 30, 2017~~, with re-openers of up to two articles, in addition to health and welfare and salary, for each party in year two and year three of the Agreement.

Appendix B – Athletic Stipends

1. Stipends - Stipend indicated in Appendix B is paid for regular season only. The percentage is based on Range 1/Step 1 of the Teacher Salary Schedule.
2. Length of Season - Length of season is based on current CIF Blue Book dates. In the event a season extends over a vacation period, those weeks are counted, if the team either practices or performs during the vacation period. The regular season stipend does not include post-season CIF weeks.
3. Coaching Periods - Availability of coaching periods shall be determined by the site administrator with input from with the Athletic Director. Should a coaching period be made available to a unit member, the period shall be part of the unit member's regular schedule (i.e. cannot be a 6/5 additional assignment). Coaches who coach at the site where they teach are eligible for coaching periods, should coaching periods be available. This includes unit members, but excludes classified personnel and walk-on coaches. Coaches who receive a coaching period receive the regular stipend indicated in Appendix B.
4. Unit members who are not assigned a coaching period receive the increased stipend in accordance with Appendix B. This does not pertain to other contracted district employees (classified and confidential) or walk-on coaches.

5. Longevity bonus of 5% of the stipend shall be offered to head coaches with five (5) years of head coaching service. Longevity bonus of 10% of the stipend shall be offered to head coaches with ten (10) years of head coaching service. Longevity bonus of 15% of the stipend shall be offered to head coaches with fifteen (15) years of head coaching service. Longevity is calculated on the number of years as a head coach for the district. Years of service as a head coach do not have to be consecutive. Unit members and contracted district employees (classified and confidential) are eligible for head coaching longevity bonuses.
6. Coaches who coach more than one sport are eligible for one multi-sport bonus of 5% of the stipend, provided they are the head coach for at least one sport. This does not apply to coaches of the girls and boys teams of the same sport.
7. Coaches who are the varsity head coach for both boys and girls teams of the same sport (cross country, track, swimming) receive one stipend and the same season bonus of 20% of the stipend.
8. Out of season/CIF pay - Out of season or CIF playoff pay, regardless of funding source, is assigned on a per week basis, and is calculated using the following formula:

 $(\text{stipend}/\text{weeks in regular season}) \times \text{number of out of season weeks} = \text{out of season pay}$

Marching Band Director and Cheer Coach are also eligible for CIF playoff pay as calculated above.
9. Reapportionment of Coaching Stipends - Reapportionment requests shall be submitted in writing by the site administrator and athletic director and approved by the superintendent or designee. The term of approval shall be for one season unless otherwise indicated. The total value of the reapportioned stipends shall not exceed the value of the original stipend.

HEAD COACH - Varsity				
Sport	Max # of Coaches	Season(s)	Stipend (% based on Range 1/ Step 1 Teacher Salary Schedule)	Stipend for Teachers without Coaching Period (% based on Range 1/ Step 1 Teacher Salary Schedule)
Baseball	1	S	8%	10%
Tennis (B)	1	S	8%	10%
Softball	1	S	8%	10%
Swimming (B/G)	2	S	8%	10%
Track (B/G)	2	S	8%	10%
Golf (B)	1	S	8%	10%
Volleyball (B)	1	S	8%	10%

Sand Volleyball (G)	1	S	5.4%	7.4%
Football	1	F	8%	10%
Tennis (G)	1	F	8%	10%
Surf (B/G)	1	F	8%	10%
Water Polo (B)	1	F	8%	10%
Cross Country (B/G)	2	F	8%	10%
Golf (G)	1	F	8%	10%
Volleyball (G)	1	F	8%	10%
Sand Volleyball (B)	1	F	5.4%	7.4%
Cheer	1	F, W, S	5.4%	7.4%
Basketball (B/G)	2	W	8%	10%
Soccer (B/G)	2	W	8%	10%
Water Polo (G)	1	W	8%	10%
Lacrosse (B)	1	S	8%	10%
Lacrosse (G)	1	S	8%	10%
Wrestling	1	W	8%	10%

HEAD COACH (JV/F/S)			
Sport	Max # of Coaches	Season(s)	Stipend (% based on Range 1/ Step 1 Teacher Salary Schedule)
Football (F/S)	1	F	5.4%
Cross Country (B/G)	2	F	5.4%
Soccer (B) (JV)	1	W	5.4%
Soccer (G) (JV)	1	W	5.4%
Soccer (G) (F/S)	1	W	5.4%
Soccer (B) (F/S)	1	W	5.4%
Water Polo (G)	1	W	5.4%
Water Polo (B)	1	F	5.4%
Volleyball (G) (F/S)	1	F	5.4%
Volleyball (B) (F/S)	1	F	5.4%
Tennis (B)	1	S	5.4%
Tennis (G)	1	F	5.4%
Golf (B)	1	S	5.4%
Golf (G)	1	S	5.4%
Basketball (B)	2	W	5.4%

Basketball (G)	2	W	5.4%
Softball	1	S	5.4%
Baseball	1	S	5.4%
Swimming (B/G)	2	S	5.4%
Track (B/G)	2	S	5.4%
Sand Volleyball (G)	1	S	3.8%
Sand Volleyball (B)	1	F	3.8%

ASSISTANT COACH			
Sport	Max # of Coaches	Season(s)	Stipend (% based on Range 1/ Step 1 Teacher Salary Schedule)
Baseball	2	S	5.4%
Tennis (B)	1	S	5.4%
Softball	2	S	5.4%
Swimming (B/G)	4	S	5.4%
Track (B/G)	2	S	5.4%
Golf (B)	1	S	5.4%
Volleyball (B)	2	F	5.4%
Football	6	F	5.4%
Tennis (G)	1	F	5.4%
Surf (B/G)	1	F	5.4%
Water Polo (B)	3	F	5.4%
Cross Country (B/G)	2	F	5.4%
Golf (G)	1	F	5.4%
Volleyball (G)	2	F	5.4%
Cheer	1	F,W,S	5.4%
Basketball (B)	1	W	5.4%
Basketball (G)	1	W	5.4%
Water Polo (G)	3	W	5.4%
Lacrosse (B)	1	S	5.4%
Lacrosse (G)	1	S	5.4%
Wrestling	1	W	5.4%

Appendix C – Academic Stipends

1. Stipends - Stipend indicated in Appendix C is the annual amount for the school year. The percentage is based on Range 1/Step 1 of the Teacher Salary Schedule.
2. Period Assignments - Availability of 20% period assignments shall be determined by the site administrator. Unit members who receive a period assignment receive the stipend indicated in Appendix C.
3. Unit members who are not assigned a period assignment receive the increased stipend in accordance with Appendix C. This does not pertain to other contracted district employees (classified and confidential).
4. Reapportionment of Stipends – Schools may submit reapportionment requests to reallocate or split the stipends among more than one recipient. Reapportionment requests shall be submitted in writing by the site administrator and approved by the superintendent or designee. The term of approval shall be for one school year unless otherwise indicated. The total value of the reapportioned stipends shall not exceed the value of the original stipend.
5. To provide flexibility for school-initiated programs, individuals schools may use the established “flexible pool” of stipends for school-specific positions. Flexible pool requests shall be submitted in writing by the site administrator after consultation with department or grade level chairpersons, and approved by the superintendent or designee.

Academic Stipends - All Levels		
Assignment	Max # of Assignments	Stipend (% based on Range 1/ Step 1 Teacher Salary Schedule)

District GATE Coordinator	1	6.5%
Lead BTSA Mentor	1	8%
BTSA Mentors	as needed	4%

Academic Stipends - High School		
Assignment	Max # of Assignments	Stipend (% based on Range 1/ Step 1 Teacher Salary Schedule)
SSC Coordinator	1	2.5%
WASC Coordinator	1	10% without period 8% with period
Department Chair	8	3.5%
Band Director	1	5%
Dance Production Advisor	1	5%
Drama Production Advisor	1	5%
Model UN Advisor	2	7% without period 5% with period
Journalism Advisor	1	5%
Yearbook Advisor	1	7% without period 5% with period
Activities Director	1	10%
Athletic Director	1	10%

Counseling Events	3	4.5%
Jazz Band	1	1%

Academic Stipends - Middle School		
Assignment	Max # of Assignments	Stipend (% based on Range 1/ Step 1 Teacher Salary Schedule)
B&G Awards	1	2%
Oral History Project	1	2%
Outdoor Science Coordination	1	3%
Destination Imagination	2	3.25%
History Day	2	3.25%
Model UN Advisor	1	3.25%
Band Director	1	2.5%
Jazz Band	1	1%
Drama Director	1	2.5%
SSC Coordinator	1	2.5%
ASB Advisor	2	3.25%
Department Chair	9	3.5%

GATE Site Coordinator	1	3.25%
PAL Advisor	2	3.25%
Outdoor Science School	6-8	1.5%
Geography Bee	1	0.75%
Spelling Bee	1	0.75%

Academic Stipends - Elementary School		
Assignment	Max # of Assignments	Stipend (% based on Range 1/ Step 1 Teacher Salary Schedule)
Site Testing Coordinator	2	1.25%
Elementary Band/Strings	2	1.75%
SSC Chairperson	2	2.5%
Student Council Advisor	2	2.5%
GATE Site Coordinator	2	3.25%
Grade Level Chair	14	3.5%
Elementary Administrative Designee	2	3.25%
Elementary Combination Class	as needed	11.00%

Pilgrim	as needed	0.5%
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Academic Stipends - Flexible Pools	
	Stipend (% based on Range 1/ Step 1 Teacher Salary Schedule)
High School Pool	12%
Middle School Pool	8.5%
Elementary School Pools	6.25% each site

Stipend Descriptions

Lead BTSA Mentor

- *Minimum requirements: Certified NTC Mentor status (Completion of the NTC 2-year Mentor training program)*
- *Possession of a valid California Teaching Credential*
- *Five (5) years successful teaching experience.*

Serve as the district coordinator for the Beginning Teacher Support and Assessment program and as liaison with the Orange County Department of Education Induction Program to conduct routine business of the program under the direction of the Assistant Superintendent, Human Resources.

- Attend Lead Mentor meetings with the Induction Program Coordinator annually to ensure fidelity to the Consortium program plan while addressing the needs of the Participating Teachers, Mentors and respective school districts.
- Complete annual Formative Assessment System Mentor training and participate in all Mentor Forums, district meetings and end-of-year events.
- Assist in the selection and matching of Participating Teachers and Mentors.
- Monitor Participating Teacher and Mentor matches to ensure effective collaborative relationships.
- Provide support to Mentors as they work collaboratively with their Participating Teachers. This includes, but is not limited to, the identification of resources, the Participating Teacher's identification of a professional learning goal, development of a relevant inquiry question and the collection of appropriate evidence of application.
- Facilitate meetings as defined by the OCDE Induction Program Blueprint, for Mentors and Participating Teachers. Conduct network meetings as well as any additional meetings as needed.

- Complete and submit all required documentation, including Lead Mentor Summary reports, to the Coordinator in a timely manner for inclusion in the OCDE electronic data collection system. Maintain required district Induction files at district location.
- Assist the designated Advisory Council member in reviewing Site Administrator Roles and Responsibilities with the appropriate individuals.
- Assist in collecting data for evaluation purposes by monitoring the completion of online State and Program registration, as well as mid-year and end-of-year program surveys.
- Establish an Induction calendar with the District Assistant Superintendent and distribute to Mentors, Participating Teachers, and Site Administrators.
- Communicate regularly with Participating Teachers, Mentors, Site Administrators, and District Office personnel through: memos, e-mails, newsletters, phone calls, and meetings.
- Inform the district teachers, community and administrative groups of the purpose and legal requirements of the Induction Program.

BTSA Mentor

Minimum requirements: Possession of a valid California Teaching Credential and five (5) years successful teaching experience

- Work with new teachers to develop a personalized induction plan that incorporates the California Standards for the Teaching Profession and the instructional needs of the students in order to meet state credentialing requirements.
- Provide ongoing support and guidance to participating teacher;
- Meet weekly with participating teacher to reflect and plan;
- Attend district-wide BTSA meetings as scheduled by BTSA Lead Mentor, which will include meetings outside of contracted hours;
- Participate in ongoing professional development as required by OCDE BTSA program, which will include training outside of contracted hours;
- Commitment to serving as BTSA Mentor Teacher with assigned teacher for at least two years.

District GATE Coordinator

Minimum requirements: GATE Certification

To work with the Assistant Superintendent, Instructional Services to develop and implement enrichment activities for GATE students, to provide information to parents, and to disseminate materials and resources to staff.

- Recognize and publicize GATE student accomplishments and achievements.
- Gather and disseminate information to parents and students regarding activities and events.
- Prepare quarterly newsletter.
- Participate on Student Study Team when appropriate.
- Distribute materials and resources to teachers.
- Arrange for special presentations at elementary and middle schools.
- Conduct GATE Parent meetings at site level and District-wide as necessary.
- Attend Orange County and State meetings as appropriate.
- Assist in the updating and development of the GATE Parent/Teacher Handbook.
- Respond to parent questions and inquiry regarding the GATE Program as necessary.

GATE Site Coordinator

Minimum requirements: GATE Certification

- Coordinate site newsletter
- Host parent GATE meetings
- Organize site ILP (Individual Learning Plan) meetings each year for all GATE students
- Organize and facilitate optional after school GATE class
- Manages annual GATE testing and notifications to parents
- Keeps school's data of identified students
- Attend district GATE meetings

Department or Grade Level Chair

Minimum requirements: Department and Grade Level Chairpersons shall be assigned on a rotation cycle of no more than two (2) years. A unit member may decline the rotation.

Department and Grade Level Chair meetings may occur up to twice per month.

- Provide site-level leadership in conjunction with the District curriculum process.
- Attend site leadership team meetings, representing the teachers in the department or grade-level.
- Chair regularly scheduled department or grade-level meetings, including setting agendas and keeping minutes.
- May work with principal on department or grade level budgets.
- Share information with department or grade-level teachers, i.e., staff development opportunities, District curriculum efforts, pertinent research, etc.
- Coordinate student competitions and awards programs in content area.
- Work closely with library staff to see that educational materials are available to meet student needs.
- Provide orientation for department or grade-level teachers and student teachers.
- Act as a SSC contact person (Chairperson does not have to be a member of School Site Council).
- Plan, with the administration, staff development opportunities for program improvement in targeted areas.
- Participate in the selection of curricular-area personnel.
- Provide input to administration on student placement in courses and grade levels.
- Assist with testing preparation and coordination.
- Oversee and adjust department policies, curriculum, and the development of course pacing guides.

School Site Council Coordinator

Minimum requirements: None

The School Site Council (SSC) Facilitator is responsible for arranging the work of the School Site Council to fulfill its role in pursuing its purpose:

Purpose of LBHS School Site Council:

- Provide input for LBHS Single Plan for Student Achievement
- Analyze data relevant to school-wide goals
- Recommend and approve goals for LBHS that are parallel to the District's Local Control Accountability Plan (LCAP), the school's WASC Action Plan and are based on the data.
- Provide input for the District's LCAP

The SSC facilitator will:

- Know, follow and, when necessary, revise the bylaws
- Maintain a full SSC by conducting elections for the positions as necessary
- Set and distribute the agendas
- Arrange the data and support materials necessary
- Ensure that minutes are generated
- Other organizational duties in pursuit of the SSC's purpose and By Laws.
- Maintains the SPSA and makes changes annually
- Aligns SPSA to other school site plans and documents

HIGH SCHOOL POSITIONS

Model UN Advisor

Minimum requirements: Knowledge of current affairs and relationships among the nations of the world. Valid teaching credential authorizing instruction in History/Social Science or English Language Arts.

- Coordinate and prepare students for participation in Model UN Conferences.
- Coordinate preparation, travel arrangements, and supervision for approximately six Model UN Conferences.
- Coordinate and supervise two weekend inter squad conferences.
- Coordinate and supervise one national five-day conference.
- Hold bi-monthly cabinet meetings prior to the assigned class.
- Coordinate yearly cabinet planning meeting in the summer.
- Assist students in preparing for conferences outside of the regular school day.
- Schedule students and speakers for Model UN classes.
- Hold approximately six Laguna Beach Intermediate Model United Nations Conference planning meetings
- Plan, coordinate and supervise The Laguna Beach Intermediate Model United Nations Conference

WASC Coordinator

Minimum requirements: Valid Teaching Credential. At least seven (7) years of teaching experience and experience with the WASC accreditation cycle preferred. Commitment to completion of one WASC cycle preferred.

Under direction of the school principal, serve as lead staff member for the WASC Accreditation process.

- Become familiar with the contents of the WASC manual.
- Attend WASC training workshops, along with principal and other assigned staff.
- Working with the principal, review the report of the previous visiting Committee and ensure that critical areas have been addressed through prior and current action plans.
- Establish a calendar of self-study deadline dates.
- Working with the Principal, ensure there are support mechanisms such as professional time for staff members and financial resources.
- Train school staff on the self-study and accreditation process. It is critical to establish the appropriate spirit of inquiry and self-examination. Training should include:
 - An explanation of the joint WASC/CDE accreditation process along with its benefits to the school community,
 - The importance of knowing the WASC/CDE criteria,

- An overview of the Focus on Learning self-study process,
- The interrelationship between expected schoolwide learning results and academic standards,
- The importance of using data and the self-study findings to (1) raise the urgency for system change; (2) re-commit to a vision of high academic achievement for all students, and (3) investigate further the causes, barriers, impediments, challenges, remedies and solutions to maximize student achievement and learning,
- The importance of the ongoing improvement process for successful student learning,
- The nature and purpose of the visiting committee,
- Accreditation term determination,
- The role that annual action plan updates and three-year progress reports play in the WASC accreditation process.
- Establish the Leadership Team, Home Groups and School-wide Focus Groups in collaboration with the principal.
- Train Leadership Team, Home and Focus Group Leaders in roles and responsibilities, including strategies in group dynamics and data analysis. Training should include:
 - A review of the basic purpose of the self-study, visit, and follow-up.
 - The key outcomes of the self-study.
 - The importance of verification and in-depth gathering of evidence.
 - The role of the Home and Focus Group Leaders is:
 - Facilitate committee discussions and syntheses.
 - Coordinate gathering of evidence, especially analysis of student work.
 - Participation in regular meetings to review progress of the self-study.
- Prepare self-study packets.
- Prepare for the WASC visitation by:
 - Arranging adequate working space for the Visiting Committee
 - Providing the Visiting Committee with exhibit materials
 - Providing a campus map, classroom schedule, name tags, parking, and light refreshments
 - Making arrangements for word processing and copy services support for the Visiting Committee
 - Cooperate with the site and district administration in performing other duties in support of activities related to this position including planning staff development activities as outlined in the Action Plan
 - Developing a timeline to see that the action plan items are addressed in a timely manner
 - Organizing staff to ensure action plan items are implemented.

Band Director

Minimum requirements: Valid teaching credential in music

- Supervise band members at approximately 5-6 home football games
- Supervise band members at approximately 4-5 home basketball games
- Drumline Competition on Saturday and Sunday (Approx. 6 weekends)
- Patriot's Day Parade
- Disneyland Performance
- Band Trips
- Orchestra Performances (1-2 per year)

Jazz Band Director*Minimum requirements: Valid teaching credential in music*

- Winter and Spring Concerts
- Perform at Drama events as needed in Winter and Spring
- Perform at Open House and Orientation Events as requested

Dance Productions Advisor*Minimum requirements: Valid teaching credential or authorization in dance*

- Choreographs routines for beginning, intermediate, advanced, and pre-professional dancers.
- Leads after-school rehearsals for the LBHS Dance Company
- Collaborates with the Dance Boosters to manage finances
- Recruits dance professionals to be guest artists
- Provides opportunities for students to perform on campus and within the community
- Organizes and leads two high school dance productions per year
- Builds and maintains community partnerships
- Collaborates with local press to promote performing arts
- Organizes and plans the audition and placement processes for dancers

Drama Productions Advisor*Minimum requirements: Valid teaching credential or authorization in drama*

- Coordinates auditions and interviews for student performers and technical crew
- Supervises rehearsals and performances of three productions for Drama Production
- Coordinates performance opportunities for Drama & Theatre II classes
- Recruits guest artists to master teachers, directors, and choreographers
- Collaborates with art department on programs and artwork for productions
- Communicates technical and design needs to the theater manager
- Communicates costume needs to the costume coordinator
- Collaborates with Drama Boosters to manage finances
- Coordinates performances at events on campus and throughout the community
- Collaborates with local press to promote the performing arts
- Builds and maintains community and industry partnerships
- Oversees and organizes annual drama award ceremony

Journalism Advisor

Minimum Requirements: Knowledge in journalistic writing standards (AP Style), graphic design principles and programming, editing software, journalistic photography standards, and web design. Experience in teaching the complexities of a professional process: decorum/diplomacy; information gathering; fact-checking; acknowledgment of sources (e.g., providing photo credits); avoiding copyright infringement. Understands how school publications are critically reviewed; understands the importance of accuracy and fairness of information. Valid teaching credential or authorization in English.

- Holds students accountable with publication deadlines
- Produces seven (7) printed publications a year
- Oversees and manages student editorial staff

- Coordinates with contracted publisher representative(s)
- Manages journalism budget

Yearbook/Graphic Publications Advisor

Minimum requirements: Knowledge in journalistic writing standards (AP Style), graphic design principles and programming, editing software, journalistic photography standards, and web design. Experience in teaching the complexities of a professional process: decorum/diplomacy; information gathering; fact-checking; acknowledgment of sources (e.g., providing photo credits); avoiding copyright infringement. Understands how school publications are critically reviewed; understands the importance of accuracy and fairness of information. Valid Teaching Credential in Art or English Language Arts.

- Coordinate and edit LBHS yearbook, The Nautilus
- Attend and chaperone 4-day yearbook camp over the summer
- Oversee and manage student editorial staff
- Coordinate with contracted yearbook publisher representative(s)
- Resolve all technology related issues with district and publisher technology departments
- Oversee and serves as the point of contact for senior recognition advertisements
- Manage distribution of yearbooks
- Liaison with athletics office and booster parents
- Liaison with arts department
- Coordinate with contracted school photographer
- Manage yearbook budget
- Follow up on necessary missing items, such as photos, articles, quotations, etc.
- Distribute and coordinate communication regarding publication deadlines to students and parents
- Manage photography equipment

Activities Director

Minimum requirements: Valid teaching credential

Under supervision of the principal, assist in the planning, development, and implementation of the policies, regulations, guidelines, and procedures pertaining to a school site student government and co-curricular club and special project advisement; to serve as a resource concerning club and special project activities; and to do other related functions as directed.

- Plans, organizes, coordinates, and participates in the school site activity and co-curricular club, student government and special project programs in accordance with District policies, regulations and guidelines;
- Assists the student body officers in the planning, organization, and conduct of a comprehensive student body activity program, including budget planning and expenditure control, and various student government functions and activities;
- Serves as a liaison to youth service agencies in resolving student government and student activity problems, issues and concerns;
- Assists in the site budget planning and expenditure control process pertaining to student activity programs;
- Assists in the establishment of club and special project operational calendars and schedules, and in the election of student body officers and representatives;
- Reviews, monitors and audits fundraising activities, and establishes specific methods by which funds are accounted for and controlled;

- Reviews, monitors and audits the publications and materials prepared for distribution by student government, club and special project groups;
- Selects or assists in the selection of materials, equipment and supplies used in the student government, club and special project activities;
- Provides a variety of special interest and educational activities, which may include out-of-the-area co-curricular and student government officer and student representative tours and visitations;
- Confers with, counsels, and advises site administrators concerning student government, club and special project programs and activities;
- May make recommendations to revise, update, and incorporate creative and innovative trends into the District student government, club and special project functions and activities;
- Promote community service to all students, and assist students in determining area of service;
- Be responsible for writing, printing, and distributing a publication about community service;
- Organize assemblies and schoolwide service activities;
- Act as liaison with community groups; adhoc for special needs, set up training sessions, recruit students, assist in matching students to service needs.

Counseling Event Coordination

Minimum requirements: High school counselor

- Coordinate and attend Parent Night events (divided among the high school counseling team), including Senior Parent Night, Junior Parent Night, Sophomore Parent Night, Freshmen Parent Night, 8th Grade Parent Night
- Attend and assist with coordinating College Roundup
- Coordinate registration of incoming students not attending district schools
- Coordinate and attend RACC Mock College Admissions
- Coordinate and attend College Planning Workshop "Boot Camp for Juniors"
- Coordinate and attend SAT Redesign Night
- Coordinate and attend PSAT
- Coordinate and attend PRA/Mock SAT, ACT

MIDDLE SCHOOL POSITIONS

Blue and Gold Awards Advisor

Minimum requirements: None

- Coordinate awards ceremony
- Notify parents and students who are receiving awards
- Prepare certificates for students recognitions
- Organize agenda and program for ceremony

Oral History Project Advisor

Minimum requirements: Valid Teaching Credential in English Language Arts

- Coordinate Oral History lunch all three days
- Act as a liaison with 6th grade ELA teachers for Oral History event
- Communicate with parents details of Oral History event

- Coordinate with site staff for event set-up
- Create powerpoint that displays digital biography

Outdoor Science Coordination

Minimum requirements: None

- Organize travel and group logistics
- Create and implement system of accountability for staff and chaperones

Destination Imagination Advisor

Minimum requirements: None

- Host and coordinate weekly lunch time instant challenges
- Coordinate site activities
- Organize regional competition at site
- Instant Challenge Play Day coordination
- Communicate and coordinate with team managers and regional directors

Band Director

Minimum requirements: Certificated Band Teacher

- Winter and Spring Concerts featuring all performing groups
- Communicate with City Hall, set up for and perform at Hospitality Night
- Perform at Patriot's Day Parade
- Perform at an Adjudicated Competition in the spring
- Perform at Open House and Orientation events as requested
- Perform at off site events as requested
- Communicate with Performing Arts Boosters and attend meetings

Jazz Band Director

Minimum requirements: Certificated Band Teacher

- Winter and Spring Concerts
- Perform at Lunch Time Events in Winter and Spring
- Perform at Open House and Orientation Events as requested

Drama Director

Minimum requirements: Certificated Drama Teacher

- Coordinates after school performances
- Coordinates parent volunteers
- Collaborates with guest choreographers/artists
- Coordinates and organizes artwork and program
- Collaborates with art department and theater manager prior to performances
- Coordinates costumes with costume designer

ASB Advisor

Minimum requirements: Valid Teaching Credential

- Meet weekly with ASB students to make budget decisions and appropriations

- Coordinate monthly school-wide activities
- Coordinate "Where Everyone Belongs" (WEB) day activities
- Organize elections for appointed officials
- Facilitate talent show and school-wide dances

PAL Advisor

Minimum requirements: Valid teaching credential

- Coordinate "Where Everyone Belongs" (WEB) day activities
- Organize weekly PAL meetings
- Create service opportunities and activities for students
- Coordinate tutoring program
- Coordinate monthly school-wide activities

Outdoor Science School Chaperone

Minimum requirements: Valid teaching credential

- Chaperone students for three days and nights of science camp

Geography Bee

Minimum requirements: None

- Host weekly preparation meetings
- Coordinate official county entrance applications and fees
- Prepare students for competition
- Direct site level Geography Bee competition

Spelling Bee

Minimum requirements: None

- Host weekly preparation meetings
- Coordinate official county entrance applications and fees
- Prepare students for competition
- Direct site level Spelling Bee competition

ELEMENTARY SCHOOL POSITIONS

Site Testing Coordinator

Minimum requirements: Upper-grade teacher preferred

- Coordinates CAASPP testing for site (creating testing schedule, attends county training, manages opt out list and affidavits, etc.)
- Develops and facilitates staff trainings in preparation of state testing

Elementary Band/Strings Advisor

Minimum requirements: Valid teaching credential in music

- Preparation and coordination of performances
 - Patriot's Day Parade (Band only)
 - End of Year Concert
 - Performances at BTSN and Open House
- Collaborates with community members and vendors in preparation of events

Student Council Advisor

Minimum requirements: Valid teaching credential

- Manages student government program
- Plan skits for flag assemblies
- Coordinates various philanthropic events (canned food drive, clothing drive etc.)

Elementary Administrative Designee

Minimum requirements: Certificate of Eligibility or Administrative Credential preferred but not required.

- Assumes responsibility of managing the school site in the absence of the principal.
- Assists the principal in maintaining a school climate that strongly reinforces teachers' achievements, good performance, and teachers' sense of their contribution to the profession.
- Interacts with parents, students, and staff as necessary on disciplinary matters in the absence of the principal.
- Participates in IEP meetings as the administrative designee in absence of the principal.

Elementary Combination Class

Minimum requirements: Assigned an elementary grade-level combination class for a school year.

- Unit member who teaches a grade-level combination class in grades K-5, exclusive of teachers in special education or other special programs.

Pilgrim Advisor

Minimum requirements: Valid teaching credential

- Coordinates the pilgrim trip for their respective class
- Stays with the class overnight on the Pilgrim and ensures all students are picked-up at the end

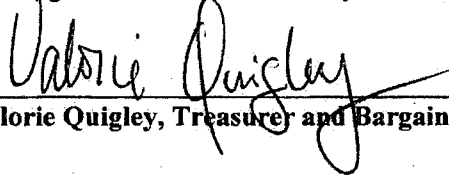
Other Tentative Agreement Provisions

The District will grant unit members a one-time, off-schedule payment of one percent (1%) of their salary for the 2017-2018 school year only, excluding additional assignments (6/5ths, stipends, etc.).

Agreed to this 20th day of June, 2017

On behalf of:

The Laguna Beach United Faculty Association/CTA/NEA



Valorie Quigley, Treasurer and Bargaining Chair, LaBUFA

The Laguna Beach Unified School District



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

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

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

Name of School District:	Laguna Beach Unified School District
Name of Bargaining Unit:	Laguna Beach Unified Faculty Association (LaBUFA)
Certificated, Classified, Other:	Certificated

The proposed agreement covers the period beginning:	July 1, 2017 (date)	and ending:	June 30, 2018 (date)
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The Governing Board will act upon this agreement on:	June 27, 2017 (date)
--	-------------------------

A. Proposed Change in Compensation

Compensation		Annual Cost Prior to Proposed Agreement FY 2017-18	Fiscal Impact of Proposed Agreement		
			Year 1 Increase/(Decrease) FY 2017-18	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease) FY
1	Salary Schedule Increase (Decrease)	\$ 19,494,138	\$ 292,412	\$ -	\$ -
			1.5%	0.0%	0.0%
2	Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	\$ 389,883	\$ 5,848	\$ -	\$ -
			0.0%	%	%
3	Other Compensation - Increase (Decrease)(Stipends, Bonuses, Longevity, Overtime, etc.) One time off schedule payment of 1%	\$	\$ 194,941	\$ -	\$ -
	Description of other compensation:			\$ -	\$ -
4	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicate etc.	\$ 4,552,575	\$ 47,140	\$ -	\$ -
			1.0%	0.0%	%
5	Health/Welfare Plans	\$ 2,788,806	\$ -	\$ -	\$ -
			0.0%	0.0%	%
6	Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 26,835,519	\$ 540,342	\$ -	\$ -
7	Total Number of Represented Employees (Use FTEs if appropriate)	166.4			
8	Total Compensation <u>Average</u> Cost per Employee	\$ 161,271	\$ 3,247	\$ -	\$ -
			2.0%	0.0%	%

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

1.5% salary schedule increase with a one-time off schedule payment of 1%.

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

None.

11. Please include comments and explanations as necessary.

N/A

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

If yes, please describe the cap amount.

The Districtwide Hard Cap is \$4,559,000. Monthly payroll deductions for employees are tiered for Single/Two Party/Family. HMO deductions are \$50/\$100/\$150, while PPO deductions are \$125/\$250/\$375. The amount attributable to LaBUFA in 2017-18 is \$2,793,949.

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

Contract language was adjusted for K-3 class sizes to reflect current practice, which lowered the teacher student ratio from 32 to 25.

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

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

N/A

D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.
Agreed to a multi-year agreement from July 1, 2017 through June 30, 2020. District and LaBUFA are allowed two re-openers each year in addition to salary and health & welfare.

E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?
"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

Ongoing expenditures after settlement of are within available ongoing revenue.

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

Agreed to pilot new teacher evaluation process for next year.

G. Source of Funding for Propose Agreement

1. Current Year

Books were reduced to reflect book adoption costs budgeted for 2017-18 that were ordered in May 2017 and received in June 2017; thus, invoices were paid in June 2017 impacting the 2016-17 estimated actuals and reducing costs for the 2017-18 budget year.

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

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

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

N/A

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund				
Enter Bargaining Unit: Laguna Beach Unified Faculty Association (LaBUFA)				
	Column 1 Draft 2017-18 Budget Before Settlement	Column 2 LaBUFA	Column 3 Other Revisions CSEA / Mgmt	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF / Property Tax (8010-8099)	\$ 51,960,080	\$ -	\$ -	\$ 51,960,080
Remaining Revenues (8100-8799)	\$ 1,879,048	\$ -	\$ -	\$ 1,879,048
TOTAL REVENUES	\$ 53,839,128	\$ -	\$ -	\$ 53,839,128
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 19,686,675	\$ 443,882	\$ 51,000	\$ 20,181,557
Classified Salaries (2000-2999)	\$ 6,048,265		\$ 112,478	\$ 6,160,743
Employee Benefits (3000-3999)	\$ 8,969,420	\$ 37,712	\$ 58,231	\$ 9,065,363
Books and Supplies (4000-4999)	\$ 2,147,886	\$ -	\$ (134,341)	\$ 2,013,545
Services, Other Operating Expenses (5000-5999)	\$ 5,092,301	\$ -	\$ -	\$ 5,092,301
Capital Outlay (6000-6599)	\$ 768,000	\$ -	\$ -	\$ 768,000
Other Outgo (7100-7299) (7400-7499)	\$ 201,096	\$ -	\$ -	\$ 201,096
Direct Support/Indirect Cost (7300-7399)	\$ (21,254)	\$ -	\$ -	\$ (21,254)
Other Adjustments				
TOTAL EXPENDITURES	\$ 42,892,389	\$ 481,594	\$ 87,368	\$ 43,461,351
OPERATING SURPLUS (DEFICIT)	\$ 10,946,739	\$ (481,594)	\$ (87,368)	\$ 10,377,777
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 125,000	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 2,265,000	\$ -	\$ -	\$ 2,265,000
CONTRIBUTIONS (8980-8999)	\$ (8,091,694)	\$ -	\$ (146,083)	\$ (8,237,777)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 715,045	\$ (481,594)	\$ (233,451)	\$ 0
BEGINNING BALANCE	\$ 3,050,000			\$ 3,050,000
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 3,765,045	\$ (481,594)	\$ (233,451)	\$ 3,050,000
COMPONENTS OF ENDING BALANCE:				
Nonspendable and Restricted (9711-9740)	\$ 50,000	\$ -	\$ -	\$ 50,000
Reserved for Economic Uncertainties (9789)	\$ 3,000,000	\$ -	\$ -	\$ 3,000,000
Committed and Assigned (9750-9780)	\$ 715,045	\$ (481,594)	\$ (233,451)	\$ 0
Unappropriated Amount (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund				
Enter Bargaining Unit: Laguna Beach Unified Faculty Association (LaBUFA)				
	Column 1 Draft 2017-18 Budget Before Settlement	Column 2 LaBUFA	Column 3 Other Revisions CSEA / Mgmt	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF / Property Tax (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 4,337,120	\$ -	\$ -	\$ 4,337,120
TOTAL REVENUES	\$ 4,337,120	\$ -	\$ -	\$ 4,337,120
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 2,612,123	\$ 49,320	\$ 23,323	\$ 2,684,766
Classified Salaries (2000-2999)	\$ 2,285,456	\$ -	\$ 48,362	\$ 2,333,818
Employee Benefits (3000-3999)	\$ 2,956,842	\$ 9,428	\$ 15,650	\$ 2,981,920
Books and Supplies (4000-4999)	\$ 459,724	\$ -	\$ -	\$ 459,724
Services, Other Operating Expenses (5000-5999)	\$ 3,455,866	\$ -	\$ -	\$ 3,455,866
Capital Outlay (6000-6599)	\$ 427,549	\$ -	\$ -	\$ 427,549
Other Outgo (7100-7299) (7400-7499)	\$ 210,000	\$ -	\$ -	\$ 210,000
Direct Support/Indirect Cost (7300-7399)	\$ 21,254	\$ -	\$ -	\$ 21,254
Other Adjustments				
TOTAL EXPENDITURES	\$ 12,428,814	\$ 58,748	\$ 87,335	\$ 12,574,897
OPERATING SURPLUS (DEFICIT)	\$ (8,091,694)	\$ (58,748)	\$ (87,335)	\$ (8,237,777)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 8,091,694		\$ 146,083	\$ 8,237,777
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ -	\$ (58,748)	\$ 58,748	\$ (0)
BEGINNING BALANCE	\$ 2,570,846			\$ 2,570,846
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 2,570,846	\$ (58,748)	\$ 58,748	\$ 2,570,846
COMPONENTS OF ENDING BALANCE:				
Nonspendable and Restricted (9711-9740)	\$ 2,570,846	\$ -	\$ 58,748	\$ 2,570,846
Reserved for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Committed and Assigned (9750-9780)	\$ -	\$ (58,748)	\$ 58,748	\$ (0)
Unappropriated Amount (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund				
Enter Bargaining Unit: Laguna Beach Unified Faculty Association (LaBUFA)				
	Column 1 Draft 2017-18 Budget Before Settlement	Column 2 LaBUFA	Column 3 Other Revisions CSEA / Mgmt	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 51,960,080	\$ -	\$ -	\$ 51,960,080
Remaining Revenues (8100-8799)	\$ 6,216,168	\$ -	\$ -	\$ 6,216,168
TOTAL REVENUES	\$ 58,176,248	\$ -	\$ -	\$ 58,176,248
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 22,298,798	\$ 493,202	\$ 74,323	\$ 22,866,323
Classified Salaries (2000-2999)	\$ 8,333,721	\$ -	\$ 160,840	\$ 8,494,561
Employee Benefits (3000-3999)	\$ 11,926,262	\$ 47,140	\$ 73,881	\$ 12,047,283
Books and Supplies (4000-4999)	\$ 2,607,610	\$ -	\$ (134,341)	\$ 2,473,269
Services, Other Operating Expenses (5000-5999)	\$ 8,548,167	\$ -	\$ -	\$ 8,548,167
Capital Outlay (6000-6599)	\$ 1,195,549	\$ -	\$ -	\$ 1,195,549
Other Outgo (7100-7299) (7400-7499)	\$ 411,096	\$ -	\$ -	\$ 411,096
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
Other Adjustments				
TOTAL EXPENDITURES	\$ 55,321,203	\$ 540,342	\$ 174,703	\$ 56,036,248
OPERATING SURPLUS (DEFICIT)	\$ 2,855,045	\$ (540,342)	\$ (174,703)	\$ 2,140,000
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 125,000	\$ -	\$ -	\$ 125,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 2,265,000	\$ -	\$ -	\$ 2,265,000
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 715,045	\$ (540,342)	\$ (174,703)	\$ -
BEGINNING BALANCE	\$ 5,620,846			\$ 5,620,846
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 6,335,891	\$ (540,342)	\$ (174,703)	\$ 5,620,846
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 50,000	\$ -	\$ -	\$ 50,000
Restricted Reserves (9740)	\$ 2,570,846			\$ 2,570,846
Reserved for Economic Uncertainties (9789)	\$ 3,000,000	\$ -	\$ -	\$ 3,000,000
Committed and Assigned (9750-9780)	\$ 715,045	\$ (540,342)	\$ (174,703)	\$ -
Unappropriated Amount - Unrestricted (9790)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount - Restricted (9790)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties Percentage	5%			5%

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Combined General Fund**Enter Bargaining Unit: **Laguna Beach Unified Faculty Association (LaBUFA)**

	2017-18	2018-19	2019-20
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 51,960,080	\$ 54,247,238	\$ 56,637,318
Remaining Revenues (8100-8799)	\$ 6,216,168	\$ 6,248,917	\$ 6,282,622
TOTAL REVENUES	\$ 58,176,248	\$ 60,496,155	\$ 62,919,940
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 22,866,323	\$ 23,108,541	\$ 23,570,712
Classified Salaries (2000-2999)	\$ 8,494,561	\$ 8,470,600	\$ 8,538,365
Employee Benefits (3000-3999)	\$ 12,047,283	\$ 12,271,263	\$ 13,150,750
Books and Supplies (4000-4999)	\$ 2,473,269	\$ 2,460,393	\$ 2,417,235
Services, Other Operating Expenses (5000-5999)	\$ 8,548,167	\$ 8,797,689	\$ 9,054,573
Capital Outlay (6000-6999)	\$ 1,195,549	\$ 2,065,739	\$ 2,324,599
Other Outgo (7100-7299) (7400-7499)	\$ 411,096	\$ 423,104	\$ 435,463
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -
Other Adjustments			\$ -
TOTAL EXPENDITURES	\$ 56,036,248	\$ 57,597,329.00	\$ 59,491,697
OPERATING SURPLUS (DEFICIT)	\$ 2,140,000	\$ 2,898,826	\$ 3,428,243
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 125,000	\$ 125,000	\$ 125,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 2,265,000	\$ 2,665,000	\$ 2,865,000
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ -	\$ 358,826.00	\$ 688,243
BEGINNING BALANCE	\$ 5,620,846	\$ 5,620,846	\$ 5,979,672
CURRENT-YEAR ENDING BALANCE	\$ 5,620,846	\$ 5,979,672	\$ 6,667,915
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 50,000	\$ 50,000	\$ 50,000
Restricted Reserves (9740)	\$ 2,570,846	\$ 2,570,846	\$ 2,570,846
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ 358,826	\$ 953,069
Reserve for Economic Uncertainties (9789)	\$ 3,000,000	\$ 3,000,000	\$ 3,094,000
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**1. State Reserve Standard**

		2017-18	2018-19	2019-20
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 58,301,248	\$ 60,262,329	\$ 62,356,697
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 1,749,037	\$ 1,807,870	\$ 1,870,701

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 3,000,000	\$ 3,000,000	\$ 3,094,000
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 3,000,000	\$ 3,000,000	\$ 3,094,000
h.	Reserve for Economic Uncertainties Percentage	5.15%	4.98%	4.96%

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

2017-18

Yes

☒

No

☐

2018-19

Yes

☒

No

☐

2019-20

Yes

☒

No

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

Public Disclosure of Proposed Collective Bargaining Agreement
Page 7

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

N/A

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

N/A

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

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

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Laguna Beach Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Laguna Beach Unified Faculty Association (LaBUFA), during the term of the agreement from July 1, 2016 to June 30, 2017.

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

Budget Adjustment Categories:	Budget Adjustment Increase (Decrease)
Revenues/Other Financing Sources	0
Expenditures/Other Financing Uses	540,342
Ending Balance Increase (Decrease)	-540,342

____ (No budget revisions necessary)

Superintendent
(Signature)

Date

Chief Business Official
(Signature)

Date

M. CERTIFICATION NO. 2

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

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

District Superintendent (or Designee)
(Signature)

Date

Jeff Dixon, Assistant Superintendent, Business

Contact Person

(949)497-7700 x5222

Phone

President or Clerk of the Governing Board
(Signature)

Date

Laguna Beach Unified School District

12.c. PUBLIC HEARING

June 27, 2017

Public Disclosure and Ratification of Proposal in Accordance with AB 1200 (Chapter 1213/1991), Government Code 3547.5 and CCR, Title V, Section 15449; and 2016-17 Proposal with Non-Represented Classified and Certificated Employees

Proposal

Staff proposes the Board of Education hold a public hearing to gather input on the 2017-2018 agreements with non-represented Classified and Certificated Employees. The twenty-seven (27) employees represented in this group are classified management, certificated administrators, school psychologists, and confidential employees.

Background

The Association and the District reached a Tentative Agreement for 2017-2020. The agreement allows for up to two reopeners for each party each year in addition to health and welfare and salary.

The proposal includes changes in total compensation. The agreement includes a 1.5% salary increase and a one-time, off-schedule payment of one percent (1%) of base salary.

Budget Impact

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

The cost of this agreement for 2017-18 is \$112,255.

Recommended Action

Staff recommends the Board of Education present the 2017-2018 proposal for the classified and certificated non-represented employees and the impact on the budget as presented through a public hearing.

**Laguna Beach Unified School District
Management Salary Schedule - 2017/2018**

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	245	25	\$175,419	\$179,660	\$183,920	\$188,291	\$192,764	\$199,068	\$216,985
Assistant Superintendent, Human Resources and Public Communications	\$2,400	245	25	\$175,419	\$179,660	\$183,920	\$188,291	\$192,764	\$199,068	\$216,985
Director, Special Education	\$2,400	245	24	\$162,309	\$166,270	\$170,252	\$174,327	\$178,502	\$184,344	\$193,562
Director, Assessment and Accountability	\$2,400	245	24	\$150,037	\$153,763	\$157,419	\$161,194	\$165,265	\$170,681	\$179,216
Director, Social Emotional Support	\$2,400	245	24	\$150,037	\$153,763	\$157,419	\$161,194	\$165,265	\$170,681	\$179,216
High School Principal	\$2,400	222		\$165,296	\$169,311	\$173,346	\$173,407	\$181,711	\$187,630	\$197,012
Middle School Principal	\$1,500	212		\$150,951	\$154,677	\$158,333	\$162,108	\$166,179	\$171,595	\$180,175
Elementary School Principal	\$1,500	212		\$146,773	\$150,309	\$153,873	\$157,561	\$161,520	\$166,784	\$175,123
High School Assistant Principal	\$1,500	212		\$135,141	\$138,359	\$141,698	\$145,118	\$148,766	\$153,615	\$161,297
Middle School Assistant Principal	\$1,500	212		\$129,712	\$132,944	\$136,258	\$139,543	\$142,912	\$147,573	\$154,952
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		\$113,933	\$116,687	\$119,454	\$122,292	\$125,198	\$129,293	\$140,930
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	245	25	\$175,419	\$179,660	\$183,920	\$188,291	\$192,764	\$199,068	\$216,985
Chief Technology Officer	\$2,400	245	24	\$162,309	\$166,270	\$170,252	\$174,327	\$178,502	\$184,344	\$193,562
Director of Facilities	\$2,400	245	22	\$118,378	\$124,687	\$131,325	\$137,936	\$144,588	\$153,264	\$153,377
Supervisor, Nutrition Services	\$2,400	245	22	\$70,354	\$73,990	\$77,529	\$81,524	\$85,352	\$90,420	\$94,942
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		245	22	\$64,787	\$68,025	\$71,536	\$75,116	\$78,918	\$83,629	\$87,811
Database Administrator		245	22	\$83,960	\$87,788	\$92,856	\$97,499	\$102,374	\$107,493	\$112,868
Confidential	Mileage Allowance	Work Year	Vacation Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Budget Administrator		245	22	\$90,336	\$94,867	\$99,659	\$104,591	\$109,837	\$116,380	\$122,199
Financial Analyst		245	22	\$90,336	\$94,867	\$99,659	\$104,591	\$109,837	\$116,380	\$122,199
Executive Assistant to Superintendent and Board of Education		245	16, 20*	\$71,534	\$75,192	\$78,863	\$82,784	\$87,096	\$92,270	\$96,884
Human Resources Technician		245	16, 20*	\$66,139	\$69,477	\$73,120	\$75,165	\$80,726	\$85,539	\$89,816
Administrative Assistant, Business Services		245	16, 20*	\$63,093	\$66,223	\$69,587	\$73,231	\$76,987	\$81,589	\$85,669
Administrative Assistant, Human Resources and Public Communications		245	16, 20*	\$63,093	\$66,223	\$69,587	\$73,231	\$76,987	\$81,589	\$85,669

* 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:

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

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

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

The proposed agreement covers the period beginning: July 1, 2017 and ending: June 30, 2018
 (date) (date)

The Governing Board will act upon this agreement on: June 27, 2017
 (date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY 2017-18	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2017-18	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease) FY
1 Salary Schedule Increase (Decrease)	\$ 4,016,714	\$ 60,251	\$ -	\$ -
		1.5%	0.0%	0.0%
2 Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	\$ 80,334	\$ 1,205	\$ -	\$ -
		0.0%	%	%
3 Other Compensation - Increase (Decrease)(Stipends, Bonuses, Longevity, Overtime, etc.) One time off schedule payment of 1%	\$ -	\$ 40,167	\$ -	\$ -
Description of other compensation:			\$ -	\$ -
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicate etc.	\$ 978,167	\$ 10,632	\$ -	\$ -
		1.1%	0.0%	%
5 Health/Welfare Plans	\$ 551,442	\$ -	\$ -	\$ -
		0.0%	0.0%	%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 5,626,657	\$ 112,255	\$ -	\$ -
7 Total Number of Represented Employees (Use FTEs if appropriate)	29.8			
8 Total Compensation <u>Average</u> Cost per Employee	\$ 188,624	\$ 3,763	\$ -	\$ -
		2.0%	0.0%	%

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

1.5% salary schedule increase with a one-time off schedule payment of 1%.

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

None.

11. Please include comments and explanations as necessary.

N/A

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

If yes, please describe the cap amount.

The Districtwide Hard Cap is \$4,559,000. Monthly payroll deductions for employees are tiered for Single/Two Party/Family. HMO deductions are \$50/\$100/\$150, while PPO deductions are \$125/\$250/\$375. The amount attributable to Management and Unrepresented in 2017-18 is \$551,442.

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

N/A

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?**
Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

N/A

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

None

- E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?**
"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

Ongoing expenditures after settlement of are within available ongoing revenue.

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

None

G. Source of Funding for Propose Agreement

1. Current Year

Books were reduced to reflect book adoption costs budgeted for 2017-18 that were ordered in May 2017 and received in June 2017; thus, invoices were paid in June 2017 impacting the 2016-17 estimated actuals and reducing costs for the 2017-18 budget year.

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

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

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

N/A

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Bargaining Unit:		Unrestricted General Fund Management / Unrepresented		
	Column 1 Draft 2017-18 Budget Before Settlement	Column 2 Adjustments as a Result of Settlement Management	Column 3 Other Revisions LaBUFA /CSEA	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF / Property Tax (8010-8099)	\$ 51,960,080	\$ -	\$ -	\$ 51,960,080
Remaining Revenues (8100-8799)	\$ 1,879,048	\$ -	\$ -	\$ 1,879,048
TOTAL REVENUES	\$ 53,839,128	\$ -	\$ -	\$ 53,839,128
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 19,686,675	\$ 51,000	\$ 443,882	\$ 20,181,557
Classified Salaries (2000-2999)	\$ 6,048,265	\$ 19,000	\$ 93,478	\$ 6,160,743
Employee Benefits (3000-3999)	\$ 8,969,420	\$ 7,632	\$ 88,311	\$ 9,065,363
Books and Supplies (4000-4999)	\$ 2,147,886	\$ -	\$ (134,341)	\$ 2,013,545
Services, Other Operating Expenses (5000-5999)	\$ 5,092,301	\$ -	\$ -	\$ 5,092,301
Capital Outlay (6000-6599)	\$ 768,000	\$ -	\$ -	\$ 768,000
Other Outgo (7100-7299) (7400-7499)	\$ 201,096	\$ -	\$ -	\$ 201,096
Direct Support/Indirect Cost (7300-7399)	\$ (21,254)	\$ -	\$ -	\$ (21,254)
Other Adjustments				
TOTAL EXPENDITURES	\$ 42,892,389	\$ 77,632	\$ 491,330	\$ 43,461,351
OPERATING SURPLUS (DEFICIT)	\$ 10,946,739	\$ (77,632)	\$ (491,330)	\$ 10,377,777
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 125,000	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 2,265,000	\$ -	\$ -	\$ 2,265,000
CONTRIBUTIONS (8980-8999)	\$ (8,091,694)		\$ (146,083)	\$ (8,237,777)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 715,045	\$ (77,632)	\$ (637,413)	\$ -
BEGINNING BALANCE	\$ 3,050,000			\$ 3,050,000
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 3,765,045	\$ (77,632)	\$ (637,413)	\$ 3,050,000
COMPONENTS OF ENDING BALANCE:				
Nonspendable and Restricted (9711-9740)	\$ 50,000	\$ -	\$ -	\$ 50,000
Reserved for Economic Uncertainties (9789)	\$ 3,000,000	\$ -	\$ -	\$ 3,000,000
Committed and Assigned (9750-9780)	\$ 715,045	\$ (77,632)	\$ (637,413)	\$ -
Unappropriated Amount (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Bargaining Unit:		Restricted General Fund Management / Unrepresented		
	Column 1 Draft 2017-18 Budget Before Settlement	Column 2 Adjustments as a Result of Settlement Management	Column 3 Other Revisions LaBUFA /CSEA	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF / Property Tax (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 4,337,120	\$ -	\$ -	\$ 4,337,120
TOTAL REVENUES	\$ 4,337,120	\$ -	\$ -	\$ 4,337,120
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 2,612,123	\$ 23,323	\$ 49,320	\$ 2,684,766
Classified Salaries (2000-2999)	\$ 2,285,456	\$ 8,300	\$ 40,062	\$ 2,333,818
Employee Benefits (3000-3999)	\$ 2,956,842	\$ 3,000	\$ 22,078	\$ 2,981,920
Books and Supplies (4000-4999)	\$ 459,724	\$ -	\$ -	\$ 459,724
Services, Other Operating Expenses (5000-5999)	\$ 3,455,866	\$ -	\$ -	\$ 3,455,866
Capital Outlay (6000-6599)	\$ 427,549	\$ -	\$ -	\$ 427,549
Other Outgo (7100-7299) (7400-7499)	\$ 210,000	\$ -	\$ -	\$ 210,000
Direct Support/Indirect Cost (7300-7399)	\$ 21,254	\$ -	\$ -	\$ 21,254
Other Adjustments				
TOTAL EXPENDITURES	\$ 12,428,814	\$ 34,623	\$ 111,460	\$ 12,574,897
OPERATING SURPLUS (DEFICIT)	\$ (8,091,694)	\$ (34,623)	\$ (111,460)	\$ (8,237,777)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 8,091,694	\$ -	\$ 146,083	\$ 8,237,777
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ -	\$ (34,623)	\$ 34,623	\$ -
BEGINNING BALANCE	\$ 2,570,846			\$ 2,570,846
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 2,570,846	\$ (34,623)	\$ 34,623	\$ 2,570,846
COMPONENTS OF ENDING BALANCE:				
Nonspendable and Restricted (9711-9740)	\$ 2,570,846	\$ -	\$ 34,623	\$ 2,570,846
Reserved for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Committed and Assigned (9750-9780)	\$ -	\$ (34,623)	\$ 34,623	\$ -
Unappropriated Amount (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Bargaining Unit:		Combined General Fund Management / Unrepresented			
	Column 1	Column 2	Column 3	Column 4	
	Draft 2017-18 Budget Before Settlement	Adjustments as a Result of Settlement Management	Other Revisions LaBUFA /CSEA	Total Current Budget (Columns 1+2+3)	
REVENUES					
Revenue Limit Sources (8010-8099)	\$ 51,960,080	\$ -	\$ -	\$ 51,960,080	
Remaining Revenues (8100-8799)	\$ 6,216,168	\$ -	\$ -	\$ 6,216,168	
TOTAL REVENUES	\$ 58,176,248	\$ -	\$ -	\$ 58,176,248	
EXPENDITURES					
Certificated Salaries (1000-1999)	\$ 22,298,798	\$ 74,323	\$ 493,202	\$ 22,866,323	
Classified Salaries (2000-2999)	\$ 8,333,721	\$ 27,300	\$ 133,540	\$ 8,494,561	
Employee Benefits (3000-3999)	\$ 11,926,262	\$ 10,632	\$ 110,389	\$ 12,047,283	
Books and Supplies (4000-4999)	\$ 2,607,610	\$ -	\$ (134,341)	\$ 2,473,269	
Services, Other Operating Expenses (5000-5999)	\$ 8,548,167	\$ -	\$ -	\$ 8,548,167	
Capital Outlay (6000-6599)	\$ 1,195,549	\$ -	\$ -	\$ 1,195,549	
Other Outgo (7100-7299) (7400-7499)	\$ 411,096	\$ -	\$ -	\$ 411,096	
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -	
Other Adjustments					
TOTAL EXPENDITURES	\$ 55,321,203	\$ 112,255	\$ 602,790	\$ 56,036,248	
OPERATING SURPLUS (DEFICIT)	\$ 2,855,045	\$ (112,255)	\$ (602,790)	\$ 2,140,000	
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 125,000	\$ -	\$ -	\$ 125,000	
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 2,265,000	\$ -	\$ -	\$ 2,265,000	
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -	
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 715,045	\$ *	\$ (602,790)	\$ -	
BEGINNING BALANCE	\$ 5,620,846			\$ 5,620,846	
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -	
CURRENT-YEAR ENDING BALANCE	\$ 6,335,891	\$ (112,255)	\$ (602,790)	\$ 5,620,846	
COMPONENTS OF ENDING BALANCE:					
Nonspendable Reserves (9711-9719)	\$ 50,000	\$ -	\$ -	\$ 50,000	
Restricted Reserves (9740)	\$ 2,570,846			\$ 2,570,846	
Reserved for Economic Uncertainties (9789)	\$ 3,000,000	#REF!	#REF!	#REF!	
Committed and Assigned (9750-9780)	\$ 715,045	#REF!	#REF!	#REF!	
Unappropriated Amount - Unrestricted (9790)	#REF!	#REF!	#REF!	#REF!	
Unappropriated Amount - Restricted (9790)	#REF!	#REF!	#REF!	#REF!	
Reserve for Economic Uncertainties Percentage	5%			#REF!	

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Enter Bargaining Unit:		Combined General Fund Management / Unrepresented		
	2017-18	2018-19	2019-20	
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement	
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 51,960,080	\$ 54,247,238	\$ 56,637,318	
Remaining Revenues (8100-8799)	\$ 6,216,168	\$ 6,248,917	\$ 6,282,622	
TOTAL REVENUES	\$ 58,176,248	\$ 60,496,155	\$ 62,919,940	
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 22,866,323	\$ 23,108,541	\$ 23,570,712	
Classified Salaries (2000-2999)	\$ 8,494,561	\$ 8,470,600	\$ 8,538,365	
Employee Benefits (3000-3999)	\$ 12,047,283	\$ 12,271,263	\$ 13,150,750	
Books and Supplies (4000-4999)	\$ 2,473,269	\$ 2,460,393	\$ 2,417,235	
Services, Other Operating Expenses (5000-5999)	\$ 8,548,167	\$ 8,797,689	\$ 9,054,573	
Capital Outlay (6000-6999)	\$ 1,195,549	\$ 2,065,739	\$ 2,324,599	
Other Outgo (7100-7299) (7400-7499)	\$ 411,096	\$ 423,104	\$ 435,463	
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	
Other Adjustments			\$ -	
TOTAL EXPENDITURES	\$ 56,036,248	\$ 57,597,330	\$ 59,491,698	
OPERATING SURPLUS (DEFICIT)	\$ 2,140,000	\$ 2,898,825	\$ 3,428,242	
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 125,000	\$ 125,000	\$ 125,000	
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 2,265,000	\$ 2,665,000	\$ 2,865,000	
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ -	\$ 358,825	\$ 688,242	
BEGINNING BALANCE	\$ 5,620,846	\$ 5,620,846	\$ 5,979,671	
CURRENT-YEAR ENDING BALANCE	\$ 5,620,846	\$ 5,979,671	\$ 6,667,913	
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 50,000	\$ 50,000	\$ 50,000	
Restricted Reserves (9740)	\$ 2,570,846	\$ 2,570,846	\$ 2,570,846	
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	
Other Commitments (9760)	\$ -	\$ -	\$ -	
Other Assignments (9780)	\$ -	\$ 358,825	\$ 953,067	
Reserve for Economic Uncertainties (9789)	#REF!	\$ 3,000,000	\$ 3,094,000	
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**1. State Reserve Standard**

		2017-18	2018-19	2019-20
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 58,301,248	\$ 60,262,330	\$ 62,356,698
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 1,749,037	\$ 1,807,870	\$ 1,870,701

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	#REF!	\$ 3,000,000	\$ 3,094,000
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	#REF!	\$ 3,000,000	\$ 3,094,000
h.	Reserve for Economic Uncertainties Percentage	#REF!	4.98%	4.96%

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

2017-18

Yes

☒

No

☐

2018-19

Yes

☒

No

☐

2019-20

Yes

☒

No

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

Public Disclosure of Proposed Collective Bargaining Agreement
Page 7

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

N/A

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

N/A

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

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

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Laguna Beach Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Laguna Beach Unified Faculty Association (LaBUFA), during the term of the agreement from July 1, 2016 to June 30, 2017.

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

Budget Adjustment Categories:	Budget Adjustment Increase (Decrease)
Revenues/Other Financing Sources	0
Expenditures/Other Financing Uses	112,255
Ending Balance Increase (Decrease)	-112,255

____ (No budget revisions necessary)

Superintendent
(Signature)

Date

Chief Business Official
(Signature)

Date

M. CERTIFICATION NO. 2

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

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

District Superintendent (or Designee)
(Signature)

Date

Jeff Dixon, Assistant Superintendent, Business

Contact Person

949-497-7700, ext 5222

Phone

President or Clerk of the Governing Board
(Signature)

Date

Laguna Beach Unified School District

13.a.i CONSENT/ACTION

June 27, 2017

Approval:

Minutes – June 13, 2017

Board of Education Minutes of Regular Meeting June 13, 2017

Call to Order

The Regular Meeting of the Board of Education was called to order by President Vickers at 4:00 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 – arrived at 4:05 p.m.
 Ketta Brown
 Carol Normandin
 Peggy Wolff

Public Comment on Closed Session Items

None.

Adjourn to Closed Session

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

The following topics were discussed.

A. STUDENT DISCIPLINE

(Government Code §35146, §48912, §48918, and §49070)

B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

(Subdivision (b) of §54956.9)

1 Potential Case

Attorney: Mark Bresee, Atkinson, Andelson, Loya, Ruud & Romo

C. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Government Code §54957

D. NEGOTIATIONS

Government Code §54957.6

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

Member Normandin moved to adjourn from Closed Session. Clerk Perry seconded.

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes. Closed Session adjourned at 5:45 p.m.

A brief reception was held for the reclassified English Learners and the Destination Imagination student participants and their parents.

Present at Board Meeting

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

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

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

Open Session

President Vickers called the meeting to order at 6:00 p.m.

Pledge of Allegiance

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

Report of Closed Session Action

President Vickers reported on a motion by Member Brown and a second by Member Normandin, by a vote of 5-0, with all members voting yes, the Board of Education voted to approve the re-admittance of student case number 01-2017-02, pursuant to Education Code § 48900 (a) 1 and 48900 (k).

Adoption of Agenda

Public Comment: None.

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

Discussion: None

President Vickers called for the vote.

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

Recognitions

a. Reclassified English Learner Students

The Board recognized English Learner students who have achieved reclassification. Students who have been identified as English Learners are reclassified when they have demonstrated that they have sufficient English proficiency to be considered fluent English speakers.

b. Juntos Mentors

Dr. Alysia Odipo, Assistant Superintendent, Instructional Services and TOSA Yadi Rojas recognized LBHS senior Christian Marron for his volunteer service in the Juntos program. The Juntos program supports the education of the English Learner students and connects students with the community.

c. Destination Imagination

Principals and teacher advisors recognized TOW, Thurston and LBHS students for their participating in the 2016-17 Destination Imagination program. Destination Imagination is a project-based educational program in which student teams solve open-ended challenges and present their solutions at tournaments. For the first time in school history, three of the teams from Thurston and LBHS participated in the Global Finals held May 24 to 27 in Knoxville, Tennessee.

d. SchoolPower Presentation of Checks and Teacher Grants

SchoolPower Executive Director Robin Rounaghi, SchoolPower President Taylor Pillsbury, and SchoolPower Endowment President Chris Clark presented LBUSD with its annual gift, Fund-A-Need, teacher/school program funding and teacher grant support to enhance the district's programs and opportunities for students.

SchoolPower Executive Director Robin Rounaghi and SchoolPower Endowment President Chris Clark presented grants to LBUSD staff for exciting and innovative projects for the 2017-18 school year.

e. **Student Board Representatives**

The Board and staff recognized LBHS student Board representatives Colette Hammett and Chloe Bryan for their service during the 2016-17 school year.

Public Comment (Non- Agenda Items)

None

Reports

Student Representative – Colette Hammett

- Excellence Awards
- Breakers Breakfast
- Powder Puff Football – Seniors won
- Band Concert
- Keith Hawkins presentation
- Honors Convocation
- Baccalaureate
- Finals for all students

LaBUFA Representative – Mindy Hawkins, LaBUFA President

- No report

CSEA Representative – Margaret Warder, CSEA President

- CSEA Picnic
- Thanked administration – tentative agreement reached and passed by CSEA members
- Thanked CSEA Board

PTA Council – Tammy Skenderian

- Total volunteer hours for the 2016-2017 school year totaled 51,301
- PTA raised approximately \$350,000 this school year for all sites
- Sheila Parker is the incoming Council President for 2017-2018

Board Members

Board members reported as follows:

Member Normandin

- No report

Member Wolff

- Attended SchoolPower meeting and many events district wide

Member Brown

- Attended Joint Fiscal Management Committee (JFMC) meeting
- Attended College and Career Advantage meeting
- Attended SchoolPower Endowment meeting

Clerk Perry

- Attended many events district wide
- Attended Community Coalition meeting

President Vickers

- Attended PTA Council luncheon
- Attended College and Career Advantage meeting

Superintendent Viloria

- Thanked staff for their amazing work this school year. All open houses were wonderful
- Attended BTSA Induction
- Offered congratulations to the reclassified English Learner students
- Attended the Rocket Ready end of year celebration – proud of teachers, Mike Morrison and staff
- Commented the personnel report contains staff's recommendation of Jason Allemann for the high school principal position

Cabinet

Jeff Dixon, Assistant Superintendent, Business Services

- No Report

Leisa Winston, Assistant Superintendent, Human Resources and Public Communications

- Congratulated Margaret Warder and CSEA for ratification of the tentative agreement
- Thanked Carrie Denton for her work on BTSA this year

Alysia Odipo, Assistant Superintendent, Instructional Services

- Teachers are immersed in trainings for new curriculum adoptions
- Thanked Dustin Gowan and Marissa Hoffman
- Welcomed Dr. Michael Keller

Public Hearings

a. Presentation to Consider Dedicating an Easement to the City of Laguna Beach

President Vickers opened the public hearing at 7:02 p.m.

Mr. Dixon stated no information had changed since the May 23 Board presentation and passage of the resolution of intention to dedicate the easement.

Mr. Howard Hills spoke to the item.

President Vickers closed the public hearing at 7:07 p.m.

b. Presentation of the Local Control Accountability Plan (LCAP)

President Vickers opened the public hearing at 7:07 p.m.

Mrs. Kernan presented information on the LCAP, including a video on the new dashboard and what parents can expect. Mrs. Kernan also reviewed the revised district goals and the continuous improvement plan.

Mr. Howard Hills spoke to the item.

President Vickers stated she is appreciative that the district is providing fidelity to the underserved groups that the LCAP was specifically designed for. Studies showed that students in designated subgroups were not being served in LBUSD previously. Board members agreed.

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

c. Laguna Beach Unified School District's Preliminary 2017-2018 All Funds Budget

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

Mr. Dixon presented the preliminary 2017-2018 all funds budget, noting that any salary increases had not been included as negotiations were not final.

Mr. Howard Hills commented on the future funding from School Power and the district for student support specialists

Board members thanked Mr. Dixon for the clear, concise, and easy to read budget and presentation. Board members commented special education is a federal mandate that is not fully funded, and class size reduction is no longer funded by the State.

President Vickers closed the public hearing at 7:40 p.m.

d. 2017-2018 Assigned and Unassigned Reserves

President Vickers opened the public hearing at 7:41 p.m.

Mr. Dixon presented information on the assigned and unassigned reserves.

Mr. Hills commented on the item.

Board members

President Vickers closed the public hearing at 7:57 p.m.

e. Public Disclosure of Use of Proposition 30 Education Protection Act Funds for 2017-2018 for Direct Instruction Salaries and Benefits

President Vickers opened the public hearing at 7:57 p.m.

Mr. Dixon presented information on the use of Proposition 30 Education Protection Act Funds

for 2017-2018 direct instruction salaries and benefits.

No Public comment.

President Vickers closed the public hearing at 7:59 p.m.

CONSENT CALENDAR

Public Comment: Mr. Hills commented on the process of the consent calendar.

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

- a. Approval of Minutes – May 23, 2017
- b. Approval/Ratification of Personnel Report
- c. Approval/Ratification of Conference/Workshop Attendance
- d. Approval of Gifts – Checks Totaling \$800.00
- e. Approval of Agreements for Contracted Services – Special Education
- f. Approval of Agreements for Contracted Services – Technology
- g. Approval/Ratification of Warrants #390381 through #390638 in the amount of \$1,015,100.32
Dates: 5/15/2017 through 6/2/2017
- h. Ratification of Certificated Payroll 11A in the Amount of \$2,244,282.33
Ratification of Classified Payroll 11B in the Amount of \$782,752.66
Ratification of Certificated Payroll 11C in the Amount of \$2,537.93
- i. Approval of Annual Increase to Bus Pass Rates for Home to School Transportation Program
based on the Regional Consumer Price Index (CPI) of 2.7%
- j. Approval of Addendum Three to Durham School Services for a Bus Transportation Agreement
for 2017/2018 with a Not-to-Exceed Amount of \$1,400,000
- k. Approval of Agreement with Fagen Friedman & Fulfroft for General Legal Counsel with a Not-
to-Exceed Amount of \$30,000 for the 2017-2018 School Year
- l. Consolidated Application Reporting Systems (CARS) Spring Data Collection for the 2017-2018
School Year

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

INFORMATION ITEMS

None.

The Board took a five minute break.

ACTION ITEMS

Discussion and Board Direction of CLC Program

Dr. Vilorio presented information on the current status, including potential staffing, enrollment, and Board identified options as discussed at the May 23 meeting. Details for options 1, 2, 3, and 4 were presented in detail.

President Vickers reminded the public of the 20 minute per topic, three minute per speaker rule.

Public Comment: The following 14 speakers spoke regarding the CLC program. At the 20 minute mark, Member Normandin moved to extend the time, Member Brown seconded. Motion passed 5-0.

Gisela Golrad (letter)	Kelly Zinser
Audrey Boixo	Kathleen Abel
Elana Rowe	Peri Doshi-Oneill
Jonathan Rose	Kim Duensing
Michelle Bencz	Sheri Morgan
Sofia Sawitz	Howard Hills
Joelle McIntee	Sarah Durand

Board Members asked several clarifying questions regarding options 1 through 4.

Member Perry moved to approve option 1. No second was received. President Vickers noted the motion dies for lack of a second.

Member Brown moved to approve option 4. Member Normandin seconded.

Discussion: Board members thanked members of the CLC community for their input and each member shared their perspective and reasoning for supporting or opposing option 4. The Board, as a whole, has the responsibility to serve all students.

Dr. Vilorio provided a timeline of events.

Motion carried 4-1. Members Vickers, Brown, Normandin, and Wolff voted yes. Member Perry voted no.

Approval of Disposal of Surplus Property

Mr. Dixon stated the district has been using the same company for many years and he is comfortable continuing to use them.

Public Comment: None.

Board Member Questions: None

Member Brown moved to authorize the Director of Facilities to coordinate and manage the disposal of surplus property by sale, donation, trade, and/or disposal, as per Education Code Sections 17545 and 17546. Member Normandin seconded.

Discussion: None

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

Approval of Job Description: Community Liaison

Mrs. Winston stated this position is currently vacant.

Public Comment: Mr. Hills commented.

Board Member Questions: Board members asked how schools serve students who speak other languages. Staff stated we use OCDE and consultant services when needed.

Member Normandin moved approval the revised job description for Community Liaison. Member Brown seconded.

Discussion: None

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

Approval of Resolution 17-11: Dedication of an Easement to the City of Laguna Beach

Mr. Dixon stated the district approved Resolution 17-10, notice of intent to approve an easement at the May 23 meeting.

Public Comment: None

Board Member Questions: None

Member Brown moved approval to dedicate the easement to the City of Laguna Beach. Member Normandin seconded.

Discussion: None

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

Approval of Resolution 17-12: Use of Proposition 30 Education Protection Act Funds for 2017-2018 for Direct Instruction Salaries and Benefits

Mr. Dixon stated the money to be received under Proposition 30 is approximately \$200 per student.

Public Comment: None

Board Member Questions: None

Member Normandin moved approval of Resolution 17-12. Member Brown seconded.

Discussion: None

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

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

Member Brown thanked everyone who attended convocation.

President Vickers asked Member Brown and Member Wolff to thank everyone who was involved in convocation for her.

President Vickers commented on the great music programs, open house events, BTSA, Michelle Martinez and forensics, breakfast with Mindy Hawkins special education students, and LBHS Breaker/Athletic/Community Day. Mrs. Vickers also thanked staff for all their work on the CLC presentation.

Adjournment

President Vickers announced the next regular meeting is June 27, 2017.

Member Wolff moved to adjourn. Member Brown seconded.

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

The meeting adjourned at 9:56 p.m.

Dee Perry
Clerk of the Board
June 27, 2017

Laguna Beach Unified School District

13.a.ii CONSENT/ACTION

June 27, 2017

Approval:

Minutes – June 15, 2017

**Board of Education
Minutes of Special Meeting
June 15, 2017**

Call to Order

The meeting was called to order at 8:02 a.m.

Roll Call to Establish Quorum

Roll call to establish Quorum:

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

Staff Present: Jason Vilorio, Ed.D., Superintendent
 Victoria Webber, Executive Assistant

Pledge of Allegiance

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

Adoption of Agenda

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

Discussion: None

President Vickers called for the vote.

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

Public Comment (Items Not on the Agenda)

None.

Public Comment on Closed Session Agenda Item

None.

Adjourn to Closed Session

Member Brown moved to adjourn to Closed Session. Member Wolff seconded.

Discussion: None.

President Vickers called for the vote.

Motion carried by a vote of 4-0-1. Members Vickers, Perry, Brown, and Wolff voted yes to adjourn to closed session. Member Normandin was absent.

The meeting adjourned to Closed Session at 8:33 a.m. for the discussion of the Superintendent evaluation.

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION – GOAL SETTING

Government code 54957

Title: Superintendent of Schools

Victoria Webber was not in attendance for closed session.

Adjournment of Closed Session

Member Brown moved adjournment of Closed Session. Member Normandin seconded.

No discussion occurred. President Vickers called for the vote.

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff, voted yes to adjourn. Closed Session was adjourned at 11:00 a.m.

Report Out of Closed Session

There was no report out of Closed Session.

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

Discussion: None

President Vickers called for the vote.

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin and Wolff, voted yes to adjourn. The meeting adjourned at 11:02 a.m.

Dee Perry
Clerk of the Board
June 27, 2017

Laguna Beach Unified School District

13.b. CONSENT/ACTION

June 27, 2017

Approval/Ratification: Personnel Report

Proposal

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

Background

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

Budget Impact

Expenditures are within budgeted appropriations as indicated.

Recommended Action

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

PERSONNEL REPORT

June 27, 2017

I. RESIGNATIONS:

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Samantha Gardner PC05HST143	High School Teacher Laguna Beach High School	June 22, 2017
Jonathan Mann PC06MST132	Middle School Teacher Thurston Middle School	June 22, 2017
Alexander Maxwell PC06SA0911	Campus Supervisor Thurston Middle School	June 22, 2017

II. EMPLOYMENT:

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Alexandra Aronson	Student Support Specialist Laguna Beach High School General Fund 0109156100-1230 Probationary I Counselor Salary Schedule Step 1: \$79,465.82 Annual Salary 7 hours per day/5 days per week/197 day contract New Position Board Approved 1/24/17	August 16, 2017
Ashley Blum	Student Support Specialist Thurston Middle School General Fund 0109156100-1230 Probationary I Counselor Salary Schedule Step 2: \$83,109.72 Annual Salary 7 hours per day/5 days per week/197 day contract New Position Board Approved 1/24/17	August 16, 2017
Thuy Bui PC02FIN101	Financial Analyst Business Services General Fund 0102397406-2330 Probationary Employee Confidential Schedule Step 2 \$93,465 Annual Salary 8 hours per day/5 days per week/12 month calendar New Position Board Approved 5/9/17	July 10, 2017
Suzy Capano PC08GC0801	Attendance & Reception Assistant Top of the World Elementary General Fund 0108091005-2420 Probationary Employee Range: 29 Step: B \$4069 per month 8 hours per day/5 days per week/10.5 month calendar Replaces: Claudia Redfern	August 15, 2017

II. EMPLOYMENT: (cont'd)

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Ryan Zajda	Director of Facilities	July 17, 2017
PC02DFG101	Business Services	General Fund
	75% - 0102477408-2340	Probationary Employee
	25% - 0102477409-2340	\$143,201 Annual Salary
	CL Management Salary Schedule Step 5	
	8 hours per day/5 days per week/12 month calendar	
	Replaces: Jeff Dixon	

III. EMPLOYMENT: Student Worker/Workability Program

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Caleb Mostajo	Student Worker - Work Experience/Workability	June 1, 2017 to
	Laguna Beach High School	June 30, 2017
	0104644575-2960	Special Ed Funds
	NTE: 50 hours	\$10.50 per hour
Ayrton Svenson	Student Worker - Work Experience/Workability	June 1, 2017 to
	Laguna Beach High School	June 30, 2017
	0104644575-2960	Special Ed Funds
	NTE: 50 hours	\$10.50 per hour
Cory Winchester	Student Worker - Work Experience/Workability	June 1, 2017 to
	Laguna Beach High School	June 30, 2017
	0104644575-2960	Special Ed Funds
	NTE: 50 hours	\$10.50 per hour

IV. EMPLOYMENT: Stipends

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Heather Hanson	Model UN Advisor	September 1, 2016 to
	Laguna Beach High School	January 31, 2017
	0105011012-1170	General Fund
		NTE: \$1456.50

V. EMPLOYMENT: Summer School 2017

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Matthias An	Summer School Teacher	June 23, 2017 to
	Laguna Beach High School	July 28, 2017
	0112011055-1190	Summer School Fund
	5 hours per day/NTE: 25 days/Summer School Calendar	\$45.23 per hour
Briana Bagladi	Instructional Assistant, Special Education	June 27, 2017 to
	Thurston Middle School	July 21, 2017
	0104602650-2115	Summer School Fund
	5 hours per day/NTE: 19 days/Summer School Calendar	\$125 per day

V. EMPLOYMENT: Summer School 2017 (cont'd)

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Eva Boni	Instructional Assistant, Special Education Thurston Middle School Summer School Fund 0104602650-2115 \$26.10 per hour 4.5 hours per day/NTE: 18 days/Summer School Calendar	June 27, 2017 to July 21, 2017
Dori Bunting	Instructional Assistant, Special Education Laguna Beach High School Summer School Fund 0104602650-2115 \$26.10 per hour 5 hours per day/NTE: 24 days/Summer School Calendar	June 26, 2017 to July 28, 2017
Theresa Chavez	Instructional Assistant, Special Education Thurston Middle School Summer School Fund 0104602650-2115 \$26.10 per hour 5.25 hours per day/NTE: 18 days/Summer School Calendar	June 27, 2017 to July 21, 2017
Halle Davidson	Summer School Teacher Thurston Middle School Summer School Fund 0112011055-1190 \$56.54 per hour 5 hours per day/NTE: 19 days/Summer School Calendar	June 26, 2017 to July 21, 2017
Jim Garvey	Summer School Teacher Laguna Beach High School Summer School Fund 0112011055-1130 \$56.54* per hour 2 hours per day/NTE 25 days/Summer School Calendar	June 23, 2017 to July 28, 2017 *revised rate of pay
Sara Hopper	Speech Language Pathologist Districtwide Summer School Fund 0104602650-1130 \$50.88 per hour 10 hours per week/NTE: 20 days/Summer School Calendar	June 26, 2017 to July 21, 2017
Carlos Iglesias	Instructional Assistant, Special Education Thurston Middle School Summer School Fund 0104602650-2115 \$21.27 per hour 4.5 hours per day/NTE: 18 days/Summer School Calendar	June 27, 2017 to July 21, 2017
Marlo Jensma	Instructional Assistant, Special Education Thurston Middle School Summer School Fund 0104602650-2115 \$26.10 per hour 5.25 hours per day/NTE: 4 days/Summer School Calendar	June 27, 2017 to June 30, 2017

V. EMPLOYMENT: Summer School 2017 (cont'd)

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Marlo Jensma	Summer School Teacher	July 3, 2017 to
	Thurston Middle School Summer School Fund	July 21, 2017
	0104602650-1130 \$45.23 per hour	
	6 hours per day/NTE: 14 days/Summer School Calendar	
Wendy Landaverde	Instructional Assistant, Special Education	June 27, 2017 to
	Thurston Middle School Summer School Fund	July 21, 2017
	0104602650-2115 \$21.27 per hour	
	4.5 hours per day/NTE: 18 days/Summer School Calendar	
Brandon Lee	Instructional Assistant, Special Education	June 27, 2017 to
	Thurston Middle School Summer School Fund	July 21, 2017
	0104602650-2115 \$26.10 per hour	
	4.5 hours per day/NTE: 18 days/Summer School Calendar	
Elizabeth Murray	Instructional Assistant, Special Education	June 27, 2017 to
	Thurston Middle School Summer School Fund	July 21, 2017
	0104602650-2115 \$21.27 per hour	
	5.25 hours per day/NTE: 18 days/Summer School Calendar	
Launa Nacion-Kirkey	Summer School Teacher	June 26, 2017 to
	Thurston Middle School Summer School Fund	June 30, 2017
	0104602650-1130 \$50.88 per hour	
	6 hours per day/NTE: 5 days/Summer School Calendar	
Andrew Palacios	Instructional Assistant, Special Education	June 26, 2017 to
	Laguna Beach High School Summer School Fund	July 28, 2017
	0104602650-2115 \$22.39 per hour	
	5 hours per day/NTE: 24 days/Summer School Calendar	
Tracey Slater	Speech Language Pathologist	June 26, 2017 to
	Districtwide Summer School Fund	July 21, 2017
	0104602650-1130 \$50.88 per hour	
	10 hours per week/NTE: 20 days/Summer School Calendar	
Emily Turner	Summer School Teacher	June 26, 2017 to
	Thurston Middle School Summer School Fund	July 21, 2017
	0112011055-1190 \$45.23 per hour	
	5 hours per day/NTE: 19 days/Summer School Calendar	

VI. EMPLOYMENT: Short Term Assignments - Extra Duty

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Bridget Beaudry-Porter	WASC Focus Group Lead Laguna Beach High School 0105015875-1180 NTE: 20 hours General Fund \$39.58 per hour	May 1, 2017 to March 31, 2018
Suzy Capano	Attendance & Reception Asst training Top of the World Elementary 0108091005-1280 NTE: 10 hours General Fund \$26.25 per hour	June 7, 2017 to June 30, 2017
Christina Carrillo	Create Level 2 ESL Units for 2017-18 Districtwide 1119014680-1130 NTE: 70 hours General Fund \$39.58 per hour	June 1, 2017 to September 5, 2017
Jacquie Cohn	NGSS Planning Meetings Top of the World Elementary 0102015380-1130 NTE: 20 hours General Fund \$39.58 per hour	June 23, 2017 to September 5, 2017
Tim Crilly	Athletic Trainer Laguna Beach High School 0105011075-2252 NTE: 90 hours Reason: Football practice before regular return date General Fund \$30.859 per hour	August 1, 2017 to August 21, 2017
Carrie Denton	Attend CODE.org CSP Training Laguna Beach High School 0105011012-5220 NTE: 35 hours General Fund \$39.58 per hour	July 16, 2017 to July 21, 2017
Jeffrey Dippel	Completion of Level 1 ESL Curriculum Thurston Middle School 1119014680-1130 NTE: 30 hours General Fund \$39.58 per hour	May 1, 2017 to June 30, 2017
Jeffrey Dippel	Create Level 2 ESL Units for 2017-18 Districtwide 1119014680-1130 NTE: 70 hours General Fund \$39.58 per hour	June 1, 2017 to September 5, 2017

VI. EMPLOYMENT: Short Term Assignments - Extra Duty (cont'd)

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Jeffrey Dippel	Teaching Summer Online ESL classes Thurston Middle School General Fund 1119014680-1130 \$39.58 per hour NTE: 30 hours	June 23, 2017 to September 5, 2017
Kathleen Margaretich	NGSS Planning Meetings El Morro Elementary General Fund 0102015380-1130 \$39.58 per hour NTE: 20 hours	June 23, 2017 to September 5, 2017
Liv Marshall	Attend Orton-Gillingham Professional Development Top of the World Elementary General Fund 0102015380-1130 \$39.58 per hour NTE: 40 hours	July 10, 2017 to July 14, 2017
Liv Marshall	Attending Literacy Building Blocks Conference Top of the World Elementary General Fund 0102013080-1130 \$39.58 per hour NTE: 28 hours	August 1, 2017 to September 1, 2017
Liv Marshall	Summer Meetings and Coaching Prep Top of the World Elementary General Fund 0102015380-1130 \$39.58 per hour NTE: 8 hours	July 1, 2017 to September 5, 2017
Kimberly Mattson	IS Department Prep and Planning Meetings Top of the World Elementary General Fund 0109037150-1110 \$39.58 per hour NTE: 50 hours	July 1, 2017 to June 30, 2018
Kimberly Mattson	Attending Literacy Building Blocks Conference Top of the World Elementary General Fund 0102013080-1130 \$39.58 per hour NTE: 28 hours	August 1, 2017 to September 1, 2017
Triana Ramazan	Attend Orton-Gillingham Professional Development Top of the World Elementary General Fund 0102015380-1130 \$39.58 per hour NTE: 40 hours	July 10, 2017 to July 14, 2017
Triana Ramazan	Summer Meetings and Coaching Prep El Morro Elementary General Fund 0102015380-1130 \$39.58 per hour NTE: 8 hours	July 1, 2017 to September 5, 2017

VI. EMPLOYMENT: Short Term Assignments - Extra Duty (cont'd)

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Sarah Schaeffer	MyAccess Summer Professional Development prep Thurston Middle School General Fund 0102015380-1130 \$39.58 per hour NTE: 10 hours	June 23, 2017 to September 1, 2017
See Employee List	Attend CPR Training Central Offices General Fund 0107037150-1110 \$39.58 per hour NTE: 2 hours each Employees: Jose Gonzalez, Pam Majd, Elaine Merz Cynthia Sorensen, Jonathan Todd	May 25, 2017
See Employee List	Collegial Team Meeting Top of the World Elementary General Fund 0108091005-1280 \$39.58 per hour NTE: 3 hours each Employees: Marie Bammer, Kari Damato, Katie Dwight, Maryann Thomas	June 14, 2017
See Employee List	ELA textbook and Study Sync training Thurston Middle School General Fund 0102015380-1130 \$39.58 per hour NTE: 6 hours each Employees: Tamara Bonneville, Amy Cochren, Dustin Gowan, Leah Prettyman, Yadhira Rojas, Sarah Schaeffer, Laura Silver	June 23, 2017
See Employee List	ELA Textbook training Top of the World Elementary General Fund 0102015380-1130 \$39.58 per hour NTE: 6 hours each Employees: Heather Besecker, Jennifer Carlson, Denise Grey, Erica Rahall	June 23, 2017
See Employee List	History/Social Studies Planning and Prof Development Laguna Beach High School General Fund 0102015380-1130 \$39.58 per hour NTE: 6 hours each Employees: Darci Anderson, Kristin Cowles, Jennifer Lundblad, Megan Matthias, Michelle Martinez, Carolen Sadler, Julie Yaccino	June 23, 2017

VI. EMPLOYMENT: Short Term Assignments - Extra Duty (cont'd)

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
See Employee List	NGSS Collaboration and Planning Laguna Beach High School General Fund 0107037150-1110 \$39.58 per hour NTE: 12 hours each Employees: Cassandra Brooker, Carrie Denton, Samantha Gardner, Alonda Hartford, Alexandra Holtz, Jennifer Merritt, Parta Perkins, Steve Sogo	October 24, 2016 to June 22, 2017
See Employee List	Rocket Ready Planning Districtwide General Fund 0113035380-1370 \$39.58 per hour NTE: 40 hours each Employees: Andy Crisp, Carrie Denton, Dustin Gowan, Jun Shen, Shannon Velotta	June 23, 2017 to August 30, 2017
Rus Soobzokov	Campus Supervisor Laguna Beach High School General Fund 0105011012-2950 \$26.25 per hour NTE: 85 hours Reason: assist Athletic Office with year end duties	May 18, 2017 to June 30, 2017
Cynthia Sorensen	Development of Accelerated Geometry Curriculum Laguna Beach High School General Fund 0105011012-1110 \$39.58 per hour NTE: 20 hours	June 27, 2017 to September 4, 2017
Margaret Warder	Intervention Paraeducator Top of the World Elementary General Fund 0112091055-2420 \$31.446 per hour NTE: 20 hours Reason: Summer work with Fast Forward Intervention program	June 25, 2017 to August 31, 2017

VII. EMPLOYMENT: Short Term Assignments - PTA

Name:

Position/Site:

Effective Date:

None

VIII. EMPLOYMENT: Short Term Assignments - Performing Arts

Name:

Position/Site:

Effective Date:

None

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

Name:

Position/Site:

Effective Date:

None

X. EMPLOYMENT: Short Term Assignments - ASB Funds

Name:

Position/Site:

Effective Date:

None

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

Work Site: Laguna Beach High School

General Fund Account: 0105311075-1185/2140

Fall Sports Calendar 2016/17:

Pre-Season: July 5 - July 29, 2016

In-Season: August 1 - November 4, 2016

CIF Playoff: November 7 - December 3, 2016

Winter Sports Calendar 2016/17:

Pre-Season: September 5 - November 4, 2016

In-Season: November 7 - February 10, 2017

CIF Playoff: February 13 to March 4, 2017

Spring Sports Calendar 2016/17:

Pre-Season: November 7 - February 10, 2017

In-Season: February 13 - May 12, 2017

CIF Playoff: May 15 to June 3, 2017

Release

Name:

Position/Site:

Effective:

William Rolfig

Head Coach, Girls Soccer

June 20, 2017

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

Work Site: Laguna Beach High School

Booster Account: 0105315310-1185/2140

Fall Sports Calendar 2016/17:

Pre-Season: July 5 - July 29, 2016

In-Season: August 1 - November 4, 2016

CIF Playoff: November 7 - December 3, 2016

Winter Sports Calendar 2016/17:

Pre-Season: September 5 - November 4, 2016

In-Season: November 7 - February 10, 2017

CIF Playoff: February 13 to March 4, 2017

Spring Sports Calendar 2016/17:

Pre-Season: November 7 - February 10, 2017

In-Season: February 13 - May 12, 2017

CIF Playoff: May 15 to June 3, 2017

Basketball - Boys

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Bret Fleming	Head Coach, Post Season	\$4,000.00
Jim Garvey	Assistant Coach, Post Season	\$500.00
Rus Soobzokov	Assistant Coach, Post Season	\$3,500.00

Sand Volleyball - Girls

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Mike Brunsting	Assistant Coach, In Season	\$2,400.00

XII. Resignations - Substitute Teachers & Classified Substitutes:

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective:</u>
Aileen Schlissel	Substitute Teacher	June 15, 2017
Dalia Viveros	Substitute Teacher	May 31, 2017

Laguna Beach Unified School District

13.c. CONSENT/ACTION

June 27, 2017

Approval: Conference/Workshop Attendance

Pam Howland and Elizabeth Harris - "IMSE Comprehensive Orton-Gillingham Training" - July 10 - 14, 2017- La Mirada, CA. This training provides participants with in-depth understanding of IMSE's methodology. Participants will be given the tools to incorporate multi-sensory strategies into an existing literacy curriculum.

Fiscal Impact:

\$ 2,150.00	Registration
\$ 172.00	Transportation
\$ 500.00	Meals
\$ 2,375.00	Hourly Teacher Pay
\$ 5,197.00	TOTAL

Account #0104292600- 5220 Medical - Travel & Conference

Carrie Denton - "CODE.org Professional Learning Program" - July 16 - 21, 2017- Phoenix, AZ. Participants will receive training on the content for AP Computer Science courses.

Fiscal Impact:

\$ 0.00	Costs paid by CODE.org
\$ 1,365.51	Teacher Pay
\$ 120.00	Parking
\$ 1,485.51	TOTAL

Account #0105111012 - 5220 LBHS - Travel & Conference

Mike Conlon - "ACSA Personnel Administrators" - September 15-16, October 6-7, October 27-28, December 8-9, 2017, January 12-13, February 2-3, and March 2-3 2018 – Los Alamitos, CA. Participants will receive a legal and operational foundation for managing employees. Participants develop the fundamental skills required for effective school personnel management and discover the resources needed to succeed on the job within the context of local control accountability planning.

Fiscal Impact:

\$ 1275.00	Registration
\$ 1275.00	TOTAL

Account #0108091005 - 5220 LBHS- Travel & Conference

Lila Samia and Irene White - "Supporting Students with Dyslexia" - September 20, 2017,– Costa Mesa, CA. Participants will receive an overview of AB1369 Dyslexia Guidelines.

Fiscal Impact: No cost

Total Expenses: \$ 7,957.51

Laguna Beach Unified School District

13.d. CONSENT/ACTION

June 27, 2017

Approval:

Student Field Trips

Proposal

Staff proposes the Board of Education approve the following student field trip:

1. Laguna Beach High School

Destination:	ASB Camp at UCSB
Date:	August 9-11, 2017
Chaperone(s):	Lynn Gregory and Mark Harris
Cost to Student:	\$300.00
Number of Students:	30-40
Transportation:	Bus
Accommodations:	UCSB Dorms

Students will gain leadership skills, ideas for activities, team building concepts, and relational strategies.

Background

The principal of Laguna Beach High School has approved the Application for Field Trip request and submitted the application for approval in accordance with Board Policy 6019. This policy provides forms for use by parents/guardians that give permission for their student(s) to participate in field trips, along with authorization for medical care and a waiver in conformance with Education Code Section 35330.

The District's liability insurance through ASCIP provides field trip coverage in the following areas: (1) coverage against claims by a parent for negligence by the District if the student is injured, and (2) coverage for any damage caused by a student.

Laguna Beach Unified School District

13.e. **CONSENT/ACTION**

June 27, 2017

Approval: Acceptance of Gifts – Checks Totaling \$279,298.00 and In Kind Donation

Proposal

Staff proposes the Board of Education accept the following gift(s) to the District – checks totaling \$270,298.00.

Background

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

Recommended Action

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

Type of Gift	Donor	Amount/Gift	Disposition
Check	SchoolPower	\$100,000.00	Annual Donation (2 nd Installment)
Check	SchoolPower	\$ 10,100.00	Teacher Designations (June 2017)
Check	SchoolPower Endowment	\$ 91,198.00	2017-18 Teacher Grants
Check	SchoolPower Endowment	\$ 50,000.00	Foreign Language Grant (10 th of 10)
Check	SchoolPower	\$ 18,000.00	Hexberg Dugger Gym Upgrades/Projectors
In Kind Donation	LBHS Athletic Boosters	Ford Van	LBHS Athletic Department
Check	Ebell Club of Laguna Beach Philanthropies	\$ 1,000.00	TMS
Total		\$270,298.00	

Laguna Beach Unified School District

13.f. CONSENT/ACTION

June 27, 2017

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.

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 **2017/2018 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 proposed for 2017/18.

Summary of Interdistrict Transfer Agreement for Staff Members - 2017-18				
Requested School	IDT's for 2016/17	2016/17 Estimated Cost (\$8500 per student)	IDT's for 2017/18 (to date)	2016/17 Estimated Cost (\$8500 per student)
LBHS	6	\$ 51,000.00	4	\$ 34,000.00
TMS	10	\$ 85,000.00	5	\$ 42,500.00
TOW/ELM	34	\$ 289,000.00	26	\$ 221,000.00
Total	50	\$ 425,000.00	35	\$ 297,500.00

Recommended Action

Staff recommends the Board of Education approve the attached request(s) for Interdistrict Attendance Agreement.

Name	Grade	District From	Reason
Mia A.	9	SVUSD	1
Demeris B.	2	CUSD	1
Luxy B.	6	CUSD	1
Mitchell D.	K	CUSD	1
Stella D.	1	CUSD	1

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

Laguna Beach Unified School District

13.g. CONSENT/ACTION

June 27, 2017

Approval: Interdistrict Attendance Agreements – Resident Students to Other District

Proposal

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

Background

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

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

Budget Impact

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

Summary of Projected IDT's Out of District Based on students who are enrolling in other CA Public Schools Does not include Laguna Beach students enrolled in private schools				
School	IDT's Out for 2016/17	2016/17 Est. Reduced Cost (\$8500 per student)	IDT's Out for 2017/18 (to date)	2017/18 Est. Reduced Cost (\$8500 per student)
LBHS	9	\$ 76,500.00	5	\$ 42,500.00
TMS	4	\$ 34,000.00	4	\$ 34,000.00
TOW/ELM	8	\$ 68,000.00	13	\$ 110,500.00
Total	21	\$ 178,500.00	22	\$ 187,000.00

Recommended Action

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

Interdistrict Attendance Agreements – Student to Other District

Name	Grade	District	Reason
Isabel B.	10	Tustin USD	3 - New

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

Laguna Beach Unified School District

13.h. ACTION

June 27, 2017

Approval: Agreements for Contracted Services-Special Education

Proposal

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

Background

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

Budget Impact

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

Recommended Action

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

Laguna Beach Unified School District

Contracts-June 27, 2017

Contractor	Description of Services	Term	Funding	Cost
Individual Contract Ocean View School	Non-public day school tuition for a special education student	06/19/17-06/30/17	Non-Public School 0104632210-5875	\$1,705
Master Contract Cathedral Home for Children	Residential School Placement for special education students	07/01/17-06/30/18		
Individual Contract Cathedral Home for Children	Residential School Tuition for a special education student	07/01/17-06/30/18	Non-Public School 0104632210-5875-\$40,035 0104632210-5889-\$67,666 0104632210-5898-\$94,062	\$201,763
Independent Contract Orange County Therapy, Inc.	Occupational and Physical therapy/evaluations for special education students	07/01/17-06/30/18	Non-Public Agency 0104632900-5885-\$25,000 0104632900-5100-\$157,000 0104632900-5886-8,000	\$190,000
Parent Reimbursement/ Legal	Reimbursement per settlement agreement dtd 10/7/15 for educational placement for a special education student	07/01/17-06/30/18	Parent Reimbursement/ Legal 0104632900-5878	\$ 17,000
Parent Reimbursement/ Legal	Reimbursement per settlement agreement dtd 1/29/17 for educational placement for a special education student	07/01/17-06/30/18	Parent Reimbursement/ Legal 0104632900-5878	\$ 42,000
Independent Contract Western Youth Services	Counseling, IEP attendance, Case Management	07/01/17-06/30/18	Outside Agency 0104132980-5889	\$ 12,120
Master Contract The Mardan Foundation of Educational Therapy, Inc.	Non-Public Day School Placement for special education students	07/01/17-06/30/18		
Individual Contract The Mardan Foundation of Educational Therapy, Inc.	Non-Public Day School Tuition for a special education student	07/01/17-06/30/18	Non-Public School 0104632210-5875	\$38,116
Individual Contract The Mardan Foundation of Educational Therapy, Inc.	Non-Public Day School Tuition for a special education student	07/01/17-06/30/18	Non-Public School 0104632210-5875	\$35,806

Individual Contract The Mardan Foundation of Educational Therapy, Inc.	Non-Public Day School Tuition for a special education student	07/01/17- 06/30/18	Non-Public School 0104632210-5875	\$35,806
Master Contract Ocean View School	Non-Public Day School Placement for special education students	07/01/17- 06/30/18		
Individual Contract Ocean View School	Non-Public Day School Tuition for a special education student	07/01/17- 06/30/18	Non-Public School 0104632210-5875	\$69,442
Individual Contract Ocean View School	Non-Public Day School Tuition for a special education student	07/01/17- 06/30/18	Non-Public School 0104632210-5875	\$49,400
Individual Contract Ocean View School	Non-Public Day School Tuition for a special education student	07/01/17- 06/30/18	Non-Public School 0104632210-5875	\$34,100
Pacific Audiologies	Vision and Hearing Screening for LBUSD 10 th grade students for the 17/18 school year	02/01/18- 02/28/18	Outside Agency 0102172850-5895	\$ 1,700
Independent Contract Seaside Solutions	Counseling for a special education student	07/01/17- 06/30/18	Outside Agency 0104132980-5889	\$ 11,275
Parent Reimbursement	Reimbursement to parents for preschool tuition for a special education student	07/01/17- 06/30/18	Parent Reimbursement 0104602150-5877	\$9,500
Parent Reimbursement	Reimbursement to parents for preschool tuition for a special education student	07/01/17- 06/30/18	Parent Reimbursement 0104602150-5877	\$9,500
Parent Reimbursement	Reimbursement to parents for preschool tuition for a special education student	07/01/17- 06/30/18	Parent Reimbursement 0104602150-5877	\$4,000
Parent Reimbursement	Reimbursement to special ed parent for parenting sessions at University of California, Irvine	07/01/17- 06/21/18	Parent Reimbursement	\$ 920
Independent Contract PT for Kids	Physical Therapy /Evaluations for special education students	07/01/17- 06/30/18	Outside Agency 0104632900-5886	\$24,960

Laguna Beach Unified School District

13.i. CONSENT/ACTION

June 27, 2017

Approval: Agreements and Contracts – Technology Services

Proposal

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

Background

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

Budget Impact

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

Recommended Action

Staff recommends the Board of Education authorize the following contracts.

Laguna Beach Unified School District

Contracts/Licenses – June 27, 2017

Contractor	Description of Services	Term	Funding	Cost
Eagle (Aeries) Software	Software License/Support Student Information System	07/01/17 – 06/30/18 Renewal	01134571755805	\$14,072.00
Frontline Education	Absence & Substitute Management	07/01/17 – 06/30/18 Renewal	01134571755805	\$12,051.00
Netreo	Network Monitoring Software	07/01/17 – 06/30/18 Renewal	01134571755805	\$5,208.00
Learning A-Z	Learning Software for Elementary - TOW	07/01/17 – 06/30/18 Renewal	01130171755805	\$3,828.75
Typing Agent	Typing program for all Elementary Schools	07/01/17 – 06/30/18 Renewal	01130171755805	\$2,238.00

Laguna Beach Unified School District

13.j. CONSENT/ACTION

June 27, 2017

**Approval/Ratification: Warrants #390629 Through #390756 In The Amount of \$876,412.59
Dates: 6/05/2017 through 6/14/2017**

Proposal

Staff proposes the Board of Education approve/ratify Warrants #390629 through #390756 in the amount of \$876,412.59.

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 2016-2017 District Operating Budgets.

Recommended Action

Staff recommends the Board of Education approve/ratify the warrants in the amount of \$876,412.59.

SELECT Check ID's and Numbers: 760 ; Check Dates: 060517

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390629	06/05/17	American MicroImaging	MISC OUTSIDE VENDOR	0101377100	5860	MISC OUTSIDE VENDOR	9,733.24
						CHECK TOTAL:	9,733.24
00390630	06/05/17	Coyne & Associates Inc	APRIL 2017	0104602140	5894	IBI SUPERVISION	6,671.72
						CHECK TOTAL:	6,671.72
00390631	06/05/17		MAY 2017	0104632900	5878	PARENT REIMBURSEMENT (LE	6,843.00
						CHECK TOTAL:	6,843.00
00390632	06/05/17	Gray Step Software Inc	EQUIPMENT - NEW	0102397400	4410	EQUIPMENT - NEW	257.52
			GENERAL SUPPLIES-NON INSTRUCT	0102397400	4340	GENERAL SUPPLIES-NON INS	84.53
						CHECK TOTAL:	342.05
00390633	06/05/17	Laguna Beach Water Dis	3/16/17 - 5/15/17	0106477409	5530	WATER - UTILITIES	32.00
			3/15/17 - 5/12/17	0105477409	5530	WATER - UTILITIES	1,348.45
			4/20/17 - 5/12/17	0102477409	5530	WATER - UTILITIES	51.80
			4/20/17 - 5/12/17	0106477409	5530	WATER - UTILITIES	51.80
			3/16/17 - 5/15/17	0106477409	5530	WATER - UTILITIES	3,277.93
			4/20/17 - 5/12/17	0105477409	5530	WATER - UTILITIES	331.92
			3/15/17 - 5/12/17	0105477409	5530	WATER - UTILITIES	1,294.54
			3/15/17 - 5/12/17	0106477409	5530	WATER - UTILITIES	326.95
			4/20/17 - 5/12/17	0105477409	5530	WATER - UTILITIES	32.36
			3/17/17 - 5/16/17	0105477409	5530	WATER - UTILITIES	1,022.50
			3/17/17 - 5/16/17	0105477409	5530	WATER - UTILITIES	263.77
			3/17/17 - 5/16/17	0105477409	5530	WATER - UTILITIES	2,195.87
						CHECK TOTAL:	10,229.89
00390634	06/05/17	Mardan Center of Educa	MAY 2017	0104632210	5875	TUITION	10,181.32
						CHECK TOTAL:	10,181.32
00390635	06/05/17	MAXIM HEALTHCARE SERVI	CONSULTANTS-OTHER	0104172860	5831	CONSULTANTS-OTHER	1,215.00
						CHECK TOTAL:	1,215.00
00390636	06/05/17	Ocean View School	MAY 2017	0104632210	5875	TUITION	15,295.06
						CHECK TOTAL:	15,295.06
00390637	06/05/17	REAL INSPIRATIONS INC.	CONSULTANTS-OTHER	0101377350	5831	CONSULTANTS-OTHER	2,000.00
						CHECK TOTAL:	2,000.00
00390638	06/05/17	Southern Calif Gas Co.	MAY 2017	0105477409	5510	UTILITIES - HEAT	13.32
						CHECK TOTAL:	13.32
00390639	06/05/17	Southern California Ed	MAY 2017	0107477409	5520	LIGHT & POWER	23.52
			MAY 2017	0106477409	5520	LIGHT & POWER	7,103.54

SELECT Check ID's and Numbers: 760 ; Check Dates: 060517

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			MAY 2017	0105477409	5520	LIGHT & POWER	8,178.69
			MAY 2017	0102477409	5520	LIGHT & POWER	2,104.43
						CHECK TOTAL:	17,410.18
00390640	06/05/17	The LaunchPad Therapy	MAY 2017	0104632900	5885	OCCUPATIONAL THERAPY	805.00
			MAY 2017	0104632900	5885	OCCUPATIONAL THERAPY	143.75
			MAY 2017	0104632900	5885	OCCUPATIONAL THERAPY	690.00
			MAY 2017	0104632900	5885	OCCUPATIONAL THERAPY	805.00
						CHECK TOTAL:	2,443.75
00390641	06/05/17	TYCO INTEGRATED SECURI	6/1/17 - 8/31/17	0102477409	5560	ALARM MONITORING	312.50
			6/1/17 - 8/31/17	0102477409	5560	ALARM MONITORING	250.00
						CHECK TOTAL:	562.50
00390642	06/05/17	Waste Management of OC	JUNE 2017	0108477409	5540	TRASH - UTILITIES	340.32
			JUNE 2017	0105477409	5540	TRASH - UTILITIES	1,316.48
			JUNE 2017	0107477409	5540	TRASH - UTILITIES	429.64
			JUNE 2017	0106477409	5540	TRASH - UTILITIES	610.38
			JUNE 2017	0102477409	5540	TRASH - UTILITIES	231.95
						CHECK TOTAL:	2,928.77
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	85,869.80
			GRAND TOTAL				85,869.80

SELECT Check ID's and Numbers: 760 ; Check Dates: 06072017

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390643	06/07/17	A-Z Office Resource In	GENERAL SUPPLIES-NON INSTRUCT	0107091005	4340	GENERAL SUPPLIES-NON INS	197.55
			GENERAL SUPPLIES-NON INSTRUCT	0107091005	4340	GENERAL SUPPLIES-NON INS	66.12
						CHECK TOTAL:	263.67
00390644	06/07/17	Apple Computer Inc.	EQUIPMENT-COMPUTER	0113457175	4460	EQUIPMENT-COMPUTER	382.25
						CHECK TOTAL:	382.25
00390645	06/07/17	Atkinson Andelson Loya	APRIL 2017	0102397400	5835	LEGAL EXPENSE	1,500.00
			APRIL 2017	0110397140	5835	LEGAL EXPENSE	294.00
			APRIL 2017	0102397400	5835	LEGAL EXPENSE	1,934.63
						CHECK TOTAL:	3,728.63
00390646	06/07/17	B & H Photo Video Inc.	EQUIPMENT - NEW	0113457175	4410	EQUIPMENT - NEW	141.17
						CHECK TOTAL:	141.17
00390647	06/07/17	CARDINAL ENVIRONMENTAL	ASBESTOS	0106477408	5601	ASBESTOS	580.50
			ASBESTOS	0107477408	5601	ASBESTOS	580.50
						CHECK TOTAL:	1,161.00
00390648	06/07/17	College Board AP WRO	TESTS/SCORING	0105015350	4330	TESTS/SCORING	45,242.00
						CHECK TOTAL:	45,242.00
00390649	06/07/17	Elwin Kishimoto	MISC REPAIR	0108477408	5690	MISC REPAIR	90.00
						CHECK TOTAL:	90.00
00390650	06/07/17	FAGEN, FRIEDMAN & FULF	LEGAL EXPENSE	0101377100	5835	LEGAL EXPENSE	7,573.00
						CHECK TOTAL:	7,573.00
00390651	06/07/17	Ganahl Lumber	MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	142.49
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	268.27
			MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	35.36
			MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	143.02
						CHECK TOTAL:	589.14
00390652	06/07/17	Go Rent-A-Van	CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	420.19
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	420.19
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	118.24
						CHECK TOTAL:	958.62
00390653	06/07/17	Grainger	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	194.19
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	537.68
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	-537.68
						CHECK TOTAL:	194.19

SELECT Check ID's and Numbers: 76@ ; Check Dates: 06072017

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390654	06/07/17	GST	EQUIPMENT - NEW	0113068640	6410	EQUIPMENT - NEW	27,394.26
						CHECK TOTAL:	27,394.26
00390655	06/07/17	Ignite Optometric Corpor	MAY 2017	0104632900	5888	VISION THERAPY	760.00
						CHECK TOTAL:	760.00
00390656	06/07/17		MAY 2017	0104632900	5878	PARENT REIMBURSEMENT (LE	2,800.00
						CHECK TOTAL:	2,800.00
00390657	06/07/17	Maintex	MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	151.42
						CHECK TOTAL:	151.42
00390658	06/07/17	Pitney Bowes	RENTAL EXPENSE	0106091008	5620	RENTAL EXPENSE	26.94
						CHECK TOTAL:	26.94
00390659	06/07/17	Regents of UCI	CONSULTANTS-INSTRUCTIONAL	0109017150	5830	CONSULTANTS-INSTRUCTIONA	32,450.00
						CHECK TOTAL:	32,450.00
00390660	06/07/17		MAY 2017	0104632900	5878	PARENT REIMBURSEMENT (LE	2,800.00
						CHECK TOTAL:	2,800.00
00390661	06/07/17	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	40.63
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	154.07
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	137.20
			MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS	55.69
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	63.10
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	-27.45
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	41.12
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	243.05
			COPIER PAPER	0105011012	4312	COPIER PAPER	1,334.38
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	1,362.18
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	7.47
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	177.27
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	6.45
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	19.72
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	17.34
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	1,070.60
						CHECK TOTAL:	4,702.82
00390662	06/07/17	StorageContainer.com	RENTAL EXPENSE	0106091008	5620	RENTAL EXPENSE	296.80
						CHECK TOTAL:	296.80
00390663	06/07/17	Pearson	MATERIALS & SUPPLIES-INSTRUCT	1119394680	4310	MATERIALS & SUPPLIES-INS	624.81
						CHECK TOTAL:	624.81

SELECT Check ID's and Numbers: 76@ ; Check Dates: 06072017

TOTAL FOR STOCK 76	Laguna Beach's check stock ID	132,556.02
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GRAND TOTAL	132,556.02
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SELECT Check ID's and Numbers: 76@ ; Check Dates: 060817

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390665	06/08/17	Aardvark Clay & Suppli	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	259.45 259.45
00390666	06/08/17	Abby Rozenberg	MAY 2017	0104632900	5887	SPEECH THERAPY CHECK TOTAL:	1,000.00 1,000.00
00390667	06/08/17	American Red Cross - H	MISC OUTSIDE VENDOR	0110397140	5860	MISC OUTSIDE VENDOR CHECK TOTAL:	291.60 291.60
00390668	06/08/17	ANCHOR ELECTRIC	ELECTRICAL REPAIRS	0108477408	5661	ELECTRICAL REPAIRS CHECK TOTAL:	7,000.00 7,000.00
00390669	06/08/17	BLICK ART MATERIALS	MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	144.11 144.11
00390670	06/08/17	Burnham Benefits Insur	JUNE 2017 JUNE 2017	0102017400 0102397400	3401 3402	HEALTH & WELFARE, CERTIF HEALTH & WELFARE,CLASSIF CHECK TOTAL:	3,350.00 1,650.00 5,000.00
00390671	06/08/17	CALIFORNIA SCHOOLS EMP	JUNE 2017 JUNE 2017 JUNE 2017 JUNE 2017 JUNE 2017 JUNE 2017	0102397400 0102017400 0102017400 0102397400 0102017400 0102397400	3402 3401 3401 3402 3401 3402	HEALTH & WELFARE,CLASSIF HEALTH & WELFARE, CERTIF HEALTH & WELFARE, CERTIF HEALTH & WELFARE,CLASSIF HEALTH & WELFARE, CERTIF HEALTH & WELFARE,CLASSIF CHECK TOTAL:	1,155.54 2,346.09 19,360.24 9,535.64 354.77 174.73 32,927.01
00390672	06/08/17	CINTAS FIRE PROTECTION	RISK MANAGEMENT	0108477408	5670	RISK MANAGEMENT CHECK TOTAL:	129.10 129.10
00390673	06/08/17	Culver Newlin Inc.	EQUIPMENT - NEW	0105491075	6410	EQUIPMENT - NEW CHECK TOTAL:	6,031.85 6,031.85
00390674	06/08/17	Dan's Thermal Services	CONTRACT SERVICES	0106477408	5610	CONTRACT SERVICES CHECK TOTAL:	394.93 394.93
00390675	06/08/17	First Student Inc.	CHARTER BUS-ATHLETIC/FIELD TRP CHARTER BUS-ATHLETIC/FIELD TRP CHARTER BUS-ATHLETIC/FIELD TRP CHARTER BUS-ATHLETIC/FIELD TRP	0105015060 0105311075 0105311075 0105015590	5865 5865 5865 5865	CHARTER BUS-ATHLETIC/FIE CHARTER BUS-ATHLETIC/FIE CHARTER BUS-ATHLETIC/FIE CHARTER BUS-ATHLETIC/FIE CHECK TOTAL:	679.18 1,755.94 3,112.99 651.35 6,199.46
00390676	06/08/17	Greek, Douglas B.	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES CHECK TOTAL:	2,960.00 2,960.00

SELECT Check ID's and Numbers: 760 ; Check Dates: 060817

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390677	06/08/17	JENNIFER TONEY SPEECH	SPEECH THERAPY	0104632900	5887	SPEECH THERAPY	9,265.00
						CHECK TOTAL:	9,265.00
00390678	06/08/17	Johnson, Catherine A.	OTHER THERAPY	0104632900	5889	OTHER THERAPY	172.50
						CHECK TOTAL:	172.50
00390679	06/08/17	JW Pepper	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	179.25
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	454.32
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	267.92
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	80.82
						CHECK TOTAL:	982.31
00390680	06/08/17	Maintex	CUSTODIAL CONSUMABLES (PAPER)	0106477409	4360	CUSTODIAL CONSUMABLES (PA	159.17
			CUSTODIAL CONSUMABLES (PAPER)	0106477409	4360	CUSTODIAL CONSUMABLES (PA	-25.95
						CHECK TOTAL:	133.22
00390681	06/08/17	OCDE	DECEMBER 2016	0104542110	7142	IAA-PAYMENTS TO COUNTY O	8,031.16
			NOVEMBER 2016	0104542110	7142	IAA-PAYMENTS TO COUNTY O	8,031.16
			FEBRUARY 2017	0104542110	7142	IAA-PAYMENTS TO COUNTY O	8,031.16
			JANUARY 2017	0104542110	7142	IAA-PAYMENTS TO COUNTY O	8,031.16
						CHECK TOTAL:	32,124.64
00390682	06/08/17	OCDE	OTHER LOCAL AGENCY FEES	0113457175	5852	OTHER LOCAL AGENCY FEES	2,000.00
			MISC OUTSIDE VENDOR	0108015040	5860	MISC OUTSIDE VENDOR	-16.00
						CHECK TOTAL:	1,984.00
00390683	06/08/17	Orange County Therapy	MAY 2017	0104632900	5885	OCCUPATIONAL THERAPY	20,825.00
			MAY 2017	0104632900	5886	PHYSICAL THERAPY	1,105.00
						CHECK TOTAL:	21,930.00
00390684	06/08/17	PTI Solutions	EQUIPMENT - NEW	0102395980	4410	EQUIPMENT - NEW	5,367.68
						CHECK TOTAL:	5,367.68
00390685	06/08/17	Signature Party Rental	MISC OUTSIDE VENDOR	0110397140	5860	MISC OUTSIDE VENDOR	2,117.73
						CHECK TOTAL:	2,117.73
00390686	06/08/17	DC ARCHITECTS	ARCHITECTURAL DESIGN FEES	2507498410	6220	ARCHITECTURAL DESIGN FEE	332.50
			ARCHITECTURAL DESIGN FEES	2507498410	6220	ARCHITECTURAL DESIGN FEE	332.50
						CHECK TOTAL:	665.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							137,079.59

LAGUNA BEACH USD

06/08/17

Commercial Check Register

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THU, JUN 08, 2017, 8:21 AM --req: ADMIN-----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

SELECT Check ID's and Numbers: 760 ; Check Dates: 060817

<u>Check #</u>	<u>Register</u>	<u>Payee Name</u>	<u>Description</u>	<u>Key</u>	<u>Object</u>	<u>Object Description</u>	<u>Check Amount</u>
GRAND TOTAL							137,079.59

SELECT Check ID's and Numbers: 760 ; Check Dates: 060917

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390687	06/09/17	A 1 Fence	CONTRACT SERVICES	0108477408	5610	CONTRACT SERVICES	5,782.00
						CHECK TOTAL:	5,782.00
00390688	06/09/17	BLICK ART MATERIALS	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	20.71
						CHECK TOTAL:	20.71
00390689	06/09/17	BrightView Landscape S	LANDSCAPE/IRRIGATION	0102477409	5680	LANDSCAPE/IRRIGATION	851.36
						CHECK TOTAL:	851.36
00390690	06/09/17	BROOKER, CASSANDRA	REFRESHMENTS - NOT FOOD SERV	0105095875	4325	REFRESHMENTS - NOT FOOD	457.93
						CHECK TOTAL:	457.93
00390691	06/09/17	Carol Mignosa	MATERIALS & SUPPLIES-INSTRUCT	0113015040	4310	MATERIALS & SUPPLIES-INS	115.96
						CHECK TOTAL:	115.96
00390692	06/09/17	Costley, Chris	STUDENT WORKER	0104644575	2960	STUDENT WORKER	43.98
						CHECK TOTAL:	43.98
00390693	06/09/17	Debby Nash	MILEAGE 4/3-5/26/17	0104072050	5210	MILEAGE REIMBURSEMENT	39.06
						CHECK TOTAL:	39.06
00390694	06/09/17	Fisher Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	1,444.90
						CHECK TOTAL:	1,444.90
00390695	06/09/17	Golden State Paving Co	PAVING	0108477408	5607	PAVING	3,700.00
						CHECK TOTAL:	3,700.00
00390696	06/09/17	GST	GENERAL SUPPLIES-NON INSTRUCT	0113457175	4340	GENERAL SUPPLIES-NON INS	1,021.62
						CHECK TOTAL:	1,021.62
00390697	06/09/17	HAWKINS, MELINDA	5/26 - MILEAGE	0104612310	5210	MILEAGE REIMBURSEMENT	22.47
						CHECK TOTAL:	22.47
00390698	06/09/17	Hoffman, Marissa	GENERAL SUPPLIES-NON INSTRUCT	0102013045	4340	GENERAL SUPPLIES-NON INS	19.38
			GENERAL SUPPLIES-NON INSTRUCT	0102013045	4340	GENERAL SUPPLIES-NON INS	24.84
			REFRESHMENTS - NOT FOOD SERV	0102013045	4325	REFRESHMENTS - NOT FOOD	91.89
						CHECK TOTAL:	136.11
00390699	06/09/17	Holtz, Alexandra	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	13.99
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	357.30
						CHECK TOTAL:	371.29
00390700	06/09/17	Home Depot	MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	162.00
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	31.32

SELECT Check ID's and Numbers: 76@ ; Check Dates: 060917

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	24.89
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	74.90
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	267.05
			MAINTENANCE SUPPLIES	0107477408	4362	MAINTENANCE SUPPLIES	162.61
						CHECK TOTAL:	722.77
00390701	06/09/17	IPEVO	MATERIALS & SUPPLIES-INSTRUCT	0113017175	4310	MATERIALS & SUPPLIES-INS	1,013.39
						CHECK TOTAL:	1,013.39
00390702	06/09/17	Kaa, Kristen	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	116.26
						CHECK TOTAL:	116.26
00390703	06/09/17	KIMBALL, CYNDI	MATERIALS & SUPPLIES-INSTRUCT	0104644575	4310	MATERIALS & SUPPLIES-INS	146.55
						CHECK TOTAL:	146.55
00390704	06/09/17	Kris Hammerquist	GENERAL SUPPLIES-NON INSTRUCT	0108091005	4340	GENERAL SUPPLIES-NON INS	66.14
						CHECK TOTAL:	66.14
00390705	06/09/17	Leighton, Ivy	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	196.10
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	26.09
						CHECK TOTAL:	222.19
00390706	06/09/17	Michelle Martinez	MATERIALS & SUPPLIES-INSTRUCT	0106015060	4310	MATERIALS & SUPPLIES-INS	510.27
			MATERIALS & SUPPLIES-INSTRUCT	0106015060	4310	MATERIALS & SUPPLIES-INS	89.29
						CHECK TOTAL:	599.56
00390707	06/09/17	Neal, Lance	REFRESHMENTS - NOT FOOD SERV	0101377350	4325	REFRESHMENTS - NOT FOOD	70.00
						CHECK TOTAL:	70.00
00390708	06/09/17	Paul Matheson	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	230.00
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	250.00
						CHECK TOTAL:	480.00
00390709	06/09/17	Pearson	SUBSCRIPTIONS - ONLINE	0109017150	5813	SUBSCRIPTIONS - ONLINE	181.67
						CHECK TOTAL:	181.67
00390710	06/09/17	PINE RESEARCH INSTRUME	MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS	190.18
						CHECK TOTAL:	190.18
00390711	06/09/17	SCHAEFFER, SARAH	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	209.87
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	13.99
						CHECK TOTAL:	223.86
00390712	06/09/17		MAY 2017	0104632900	5878	PARENT REIMBURSEMENT (LE	2,350.00

SELECT Check ID's and Numbers: 76@ ; Check Dates: 060917

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			MAY 2017 - ACAD ENRICH	0104632900	5878	PARENT REIMBURSEMENT (LE	900.00
						CHECK TOTAL:	3,250.00
00390713	06/09/17	Soobzokov, Timerlan	REFRESHMENTS - NOT FOOD SERV	0101377350	4325	REFRESHMENTS - NOT FOOD	200.00
						CHECK TOTAL:	200.00
00390714	06/09/17	Thompson Engineering	MISC REPAIR	0106477408	5690	MISC REPAIR	250.00
						CHECK TOTAL:	250.00
00390715	06/09/17	Toner Campus Inc	PRINTERS <\$250 & INK/SUPPLIES	0106011008	4322	PRINTERS <\$250 & INK/SUP	552.00
						CHECK TOTAL:	552.00
00390716	06/09/17	Verizon Wireless LA	MAY 2017	0113457175	5930	MOBILE COMMUNICATIONS	2,406.64
						CHECK TOTAL:	2,406.64
			TOTAL FOR STOCK 76			Laguna Beach's check stock ID	24,698.60
			GRAND TOTAL				24,698.60

SELECT Check ID's and Numbers: 76@ ; Check Dates: 061417

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390717	06/14/17	A-Z Office Resource In	GENERAL SUPPLIES-NON INSTRUCT	0107091005	4340	GENERAL SUPPLIES-NON INS	58.54
			PRINTERS <\$250 & INK/SUPPLIES	0107011005	4322	PRINTERS <\$250 & INK/SUP	923.64
			PRINTERS <\$250 & INK/SUPPLIES	0107011005	4322	PRINTERS <\$250 & INK/SUP	-456.31
			GENERAL SUPPLIES-NON INSTRUCT	0107091005	4340	GENERAL SUPPLIES-NON INS	73.06
						CHECK TOTAL:	598.93
00390718	06/14/17	ACSA Foundation Educa	ADVERTISING	0110397140	5815	ADVERTISING	1,020.00
						CHECK TOTAL:	1,020.00
00390719	06/14/17	All American Trophy &	MATERIALS & SUPPLIES-INSTRUCT	0105015590	4310	MATERIALS & SUPPLIES-INS	88.12
						CHECK TOTAL:	88.12
00390720	06/14/17	Andy Gump Inc.	MISC OUTSIDE VENDOR	0110397140	5860	MISC OUTSIDE VENDOR	160.55
						CHECK TOTAL:	160.55
00390721	06/14/17	Bartels, Jesse	MISC OUTSIDE VENDOR	0113015040	5860	MISC OUTSIDE VENDOR	4,500.00
						CHECK TOTAL:	4,500.00
00390722	06/14/17	Bee Busters Inc.	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	150.00
						CHECK TOTAL:	150.00
00390723	06/14/17	BLICK ART MATERIALS	MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS	6.97
						CHECK TOTAL:	6.97
00390724	06/14/17	Boys & Girls Club of L	MISC OUTSIDE VENDOR	0104116100	5860	MISC OUTSIDE VENDOR	16,200.00
						CHECK TOTAL:	16,200.00
00390725	06/14/17	Cindy Cottier	MAY 2017	0104192430	5895	OUTSIDE ASSESSMENT FEES	155.00
						CHECK TOTAL:	155.00
00390726	06/14/17	Culver Newlin Inc.	EQUIPMENT - NEW	0102477408	4410	EQUIPMENT - NEW	6,010.30
						CHECK TOTAL:	6,010.30
00390727	06/14/17	Diamond Fitness System	MISC REPAIR	0105011075	5690	MISC REPAIR	7,094.45
			EQUIPMENT - NEW	0105315040	4410	EQUIPMENT - NEW	32,798.06
						CHECK TOTAL:	39,892.51
00390728	06/14/17	Durham School Services	4/28 - TOW TO LBHS	0113015040	5855	CHARTER BUS-HOME TO SCHO	41.40
			5/2 - DELHI CENTER	0107011005	5865	CHARTER BUS-ATHLETIC/FIE	274.36
			5/2 - LAGUNA ART MUSEUM	0108015040	5865	CHARTER BUS-ATHLETIC/FIE	111.71
			5/3 - OCEAN INST	0107011005	5865	CHARTER BUS-ATHLETIC/FIE	162.71
			5/9 - TMS	0108011005	5865	CHARTER BUS-ATHLETIC/FIE	188.44
			5/3 - TMS	0107011005	5865	CHARTER BUS-ATHLETIC/FIE	215.56
			5/5- CRYSTAL COVE	0108015060	5865	CHARTER BUS-ATHLETIC/FIE	243.69

SELECT Check ID's and Numbers: 76@ ; Check Dates: 061417

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			5/5 - MAIN PLACE	0104256700	5100	SUBAGREEMENTS FOR SERVIC	265.52
			5/9 - NIX NATURE	0107011005	5865	CHARTER BUS-ATHLETIC/FIE	112.29
			5/16 - NIX NATURE	0107011005	5865	CHARTER BUS-ATHLETIC/FIE	126.24
			5/17 - PRESCHOOL	0107011005	5865	CHARTER BUS-ATHLETIC/FIE	81.99
						CHECK TOTAL:	1,823.91
00390729	06/14/17	First Student Inc.	CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	359.14
						CHECK TOTAL:	359.14
00390730	06/14/17	FIVE STAR TROPHIES	GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	64.65
						CHECK TOTAL:	64.65
00390731	06/14/17	Follett School Solutio	MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS	-22.61
			MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS	-17.63
			MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS	-14.20
			MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS	405.35
			MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS	123.48
						CHECK TOTAL:	474.39
00390732	06/14/17	Ganahl Lumber	MAINTENANCE SUPPLIES	0107477408	4362	MAINTENANCE SUPPLIES	42.27
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	88.57
						CHECK TOTAL:	130.84
00390733	06/14/17	Handwriting Without Te	MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS	426.71
						CHECK TOTAL:	426.71
00390734	06/14/17	KRUGER TEAM SPORT	MISC OUTSIDE VENDOR	0106011008	5860	MISC OUTSIDE VENDOR	1,317.24
			MISC OUTSIDE VENDOR	0106015060	5860	MISC OUTSIDE VENDOR	1,074.81
						CHECK TOTAL:	2,392.05
00390735	06/14/17	Laguna Beach Water Dis	3/29/17 - 5/26/17	0108477409	5530	WATER - UTILITIES	4,468.94
						CHECK TOTAL:	4,468.94
00390736	06/14/17	Los Angeles Media Grou	ADVERTISING	0102397406	5815	ADVERTISING	64.31
						CHECK TOTAL:	64.31
00390737	06/14/17	Maintex	OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	17.45
						CHECK TOTAL:	17.45
00390738	06/14/17	MATTSON, KIMBERLY	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	27.08
						CHECK TOTAL:	27.08
00390739	06/14/17	McGraw Hill School Pub	TEXTBOOKS	0102014041	4100	TEXTBOOKS	162,042.13
			TEXTBOOKS	0102014041	4100	TEXTBOOKS	236,511.28

SELECT Check ID's and Numbers: 760 ; Check Dates: 061417

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
CHECK TOTAL:							398,553.41
00390740	06/14/17	National Construction	RENTAL EXPENSE	0105477408	5620	RENTAL EXPENSE	150.00
CHECK TOTAL:							150.00
00390741	06/14/17	OC Register	ADVERTISING	0102477408	5815	ADVERTISING	1,613.16
			ADVERTISING	0102477408	5815	ADVERTISING	1,508.40
CHECK TOTAL:							3,121.56
00390742	06/14/17	Office Depot	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	2,035.47
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	35.76
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	6.78
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	17.53
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	7.74
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	25.50
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	202.26
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	159.77
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	4.31
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	9.69
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	8.61
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	14.75
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	43.53
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	13.23
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	6.78
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	43.97
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	41.86
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	56.56
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	6.08
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	189.81
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	82.76
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	21.37
			GENERAL SUPPLIES-NON INSTRUCT	0113457175	4340	GENERAL SUPPLIES-NON INS	83.80
			GENERAL SUPPLIES-NON INSTRUCT	0104644575	4340	GENERAL SUPPLIES-NON INS	96.92
			GENERAL SUPPLIES-NON INSTRUCT	0113457175	4340	GENERAL SUPPLIES-NON INS	37.38
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	39.86
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	10.63
			GENERAL SUPPLIES-NON INSTRUCT	0113457175	4340	GENERAL SUPPLIES-NON INS	69.81
			MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	680.20
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	458.26
CHECK TOTAL:							4,510.98
00390743	06/14/17	Paul H. Brookes Publis	GENERAL SUPPLIES-NON INSTRUCT	0104292600	4340	GENERAL SUPPLIES-NON INS	349.95
CHECK TOTAL:							349.95

SELECT Check ID's and Numbers: 760 ; Check Dates: 061417

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00390744	06/14/17	PITNEY BOWES GLOBAL FI	RENTAL EXPENSE	0105091012	5620	RENTAL EXPENSE	404.78
						CHECK TOTAL:	404.78
00390745	06/14/17	PITNEY BOWES GLOBAL FI	JUNE 2017	0102397400	5620	RENTAL EXPENSE	231.91
						CHECK TOTAL:	231.91
00390746	06/14/17	Positive Coaching Alli	MISC OUTSIDE VENDOR	0101377350	5860	MISC OUTSIDE VENDOR	700.00
						CHECK TOTAL:	700.00
00390747	06/14/17	PT FOR KIDS	PHYSICAL THERAPY	0104632900	5886	PHYSICAL THERAPY	2,655.00
						CHECK TOTAL:	2,655.00
00390748	06/14/17	Sigma Aldrich Corp.	MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS	343.07
						CHECK TOTAL:	343.07
00390749	06/14/17	Smardan Supply Co	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	110.93
						CHECK TOTAL:	110.93
00390750	06/14/17	Southern Calif Gas Co.	MAY 2017	0105477409	5510	UTILITIES - HEAT	163.63
			MAY 2017	0102477409	5510	UTILITIES - HEAT	16.73
			MAY 2017	0105477409	5510	UTILITIES - HEAT	187.92
						CHECK TOTAL:	368.28
00390751	06/14/17	Sparkletts	MISC OUTSIDE VENDOR	0102397400	5860	MISC OUTSIDE VENDOR	205.86
						CHECK TOTAL:	205.86
00390752	06/14/17	Staples Advantage	GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	337.95
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	-63.10
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	47.17
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	27.07
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	16.92
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	75.22
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	103.33
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	18.32
			COPIER PAPER	0106011008	4312	COPIER PAPER	833.99
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	66.12
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	94.40
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	198.67
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	147.97
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	182.68
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	98.68
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	89.63
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	299.70
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	23.46

SELECT Check ID's and Numbers: 760 ; Check Dates: 061417

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	94.81
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	403.44
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	71.57
						CHECK TOTAL:	3,168.00
00390753	06/14/17	University of Oregon	CONSULTANTS-INSTRUCTIONAL	0107011005	5830	CONSULTANTS-INSTRUCTIONA	514.00
			SUBSCRIPTIONS	0108011005	4368	SUBSCRIPTIONS	618.00
						CHECK TOTAL:	1,132.00
00390754	06/14/17	UPS	POSTAGE	0106091008	5910	POSTAGE	12.85
						CHECK TOTAL:	12.85
00390755	06/14/17	Ward's Natural Science	MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS	294.35
						CHECK TOTAL:	294.35
00390756	06/14/17	National Construction	BUILDING IMPROVEMENTS	4208498675	6230	BUILDING IMPROVEMENTS	863.80
						CHECK TOTAL:	863.80
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	496,208.58
			GRAND TOTAL				496,208.58

Laguna Beach Unified School District

13.k. CONSENT/ACTION

June 27, 2017

Approval: Continuance of Current Meal Prices for the Nutrition Services Program for 2017-2018

Proposal

Staff proposes the Board of Education approve continuance of current meal prices for the Nutrition Services program for 2017-2018.

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:

<u>Meal Prices</u>	<u>2016-2017</u>	<u>2017-2018</u>
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 2017-2018.

Laguna Beach Unified School District

13.1. CONSENT/ACTION

June 27, 2017

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 excess cost per pupil for the 2017-2018 school year is \$51,464

Estimated per day/pupil excess cost for transportation is \$57.70 per day

Recommended Action

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

Memorandum of Understanding Between
The Orange County Superintendent of Schools
“Laguna Beach Unified School District”
2017-2018

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, 2017, and ending June 30, 2018.

3. Acknowledgment of Special Education Funding Formula

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 2017-2018 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. Pupil Count

A count shall be taken of the number of pupils enrolled in OCDE's Special Schools Program as of the first day of each calendar month, July 1, 2017 through June 1, 2018. 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 2017-2018 will be based on actual information for 2016-2017 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 2017-2018

On or before fifteen (15) days after the release of the May revise each year, the Orange County Superintendent of Schools shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average

Cost per Pupil for pupils enrolled in OCDE Special Schools Programs based on the Projected Enrollment data, and provide it to District Student Services and Business Directors.

20. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other similar overnight delivery service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the United States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

OCDE:

Orange County Department of Education
Special Education Division
200 Kalmus Drive
Costa Mesa, CA 92626
Attn: **Dennis Roberson**
Chief, Special Education Services
Fax: (714) 545-6312
Phone: (714) 966-4133

District:

Laguna Beach Unified School District
550 Blumont Street
Laguna Beach, CA 92651
Attn: Irene White, Special Education Director
Fax: (949) 497-3199
Phone: (949) 497-7700 x206

21. No Waiver

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

22. Hold Harmless

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

23. Complete Agreement

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

24. Applicable Law

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

25. Counterparts

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

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

APPROVED BY:

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

OCDE - [NAME]

DISTRICT - [NAME]

BY: _____
(Authorized Agent)

BY: _____
(Authorized Agent)

DATE: _____ DATE: _____

DATE APPROVED BY COUNTY
SUPERINTENDENT OR DISTRICT BOARD:

cc: SELPA

APPROVED AS TO FORM:

DATE: 5-12-17

RONALD D. WENKART, GENERAL COUNSEL
ORANGE COUNTY DEPARTMENT OF EDUCATION

BY Ronald D. Wenkart ATTORNEY

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

Exhibit A

2017-18 Adopted Budget (AB)	Object	2015-16	2016-17	2016-17	2017-18
2016-17 average enrollment 405		Unaudited	Adopted	Estimated	Adopted
2017-18 proj average enrollment 410	Code	Actuals	Budget	Actuals	Budget
Restricted Fund Balance Low Incidence	9791	221,424.62	181,655	184,973	169,473
Reserve for Economic Uncertainty	9791	1,010,976.00	898,707	946,973	904,802
Adjustment to ending balance					
Total Beginning Balance	9791	1,232,401	1,080,362	1,131,946	1,074,275
Revenue					
Prin Apport State Aid-Prior Year	8019				
AB602 Allocation	8097	1,624,741.00	1,588,518	1,587,528	1,587,528
AB602 Allocation		1,624,741.00	1,588,518	1,587,528	1,587,528
Prior Year Apportionment	8319	60,147.00		(2,554)	
Other State Revenue	8590			-	
Other State Revenue		60,147	-	(2,554)	-
Interagency Fees Bill Back to Districts	8677	18,828,643.86	20,479,354	19,369,617	21,100,333
Interagency Fees Special Circumstance Aids	8677	4,843,421.63	4,627,043	4,807,245	4,807,245
Interagency Fees - Contracts	8677	93,658.49	85,700	100,000	100,000
Other revenue	8631				
Registration & Misc. Fee	8689	5,390.00		5,550	5,550
Other Local Revenue/EE contract	8699	32,157.22	420	9,166	9,091
Other Revenue/Tuition	8710	3,460,668.78	3,453,840	3,447,496	3,506,789
Other Local Revenue		27,263,939.98	28,646,357	27,739,074	29,529,008
Transfer in from Other Fund	8919				
Contribution from Unrestricted	8980				318,333
Contribution for Indirect	8981	479,603.86	515,237	504,853	535,830
Contribution frm Special Ed/absence factor	8986	441,951.00	441,951	603,951	441,951
Contribution from Restricted	8990	117,226.56	117,227	77,352	117,227
Contribution to Restricted Routine Maint.	8991	(366,231.00)	(369,775)	(369,775)	(369,775)
Contribution to Food Services	8992	(160,968.51)	(195,472)	(184,041)	(184,041)
Contribution to Special Ed	8993				
Total Contributions		511,581.91	509,168	632,340	859,525
Total Revenue		30,692,810.51	31,824,405	31,088,334	33,050,336

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

Exhibit A

2017-18 Adopted Budget (AB)	Object	2015-16	2016-17	2016-17	2017-18
2016-17 average enrollment 405		Unaudited	Adopted	Estimated	Adopted
2017-18 proj average enrollment 410	Code	Actuals	Budget	Actuals	Budget
Expenditures					
Teachers Salaries	1100	6,065,694.25	6,122,032	5,984,656	5,722,087
Pupil Support Salaries	1200	1,326,030.33	1,318,059	1,372,808	1,126,975
Supervisor/Administrators	1300	937,088.91	987,611	917,566	1,170,367
Other Certificated	1900	1,184,688.05	1,187,210	1,266,268	1,312,485
Total Certificated		9,513,501.54	9,614,912	9,541,298	9,331,914
Instructional Assistants	2100	7,089,458.07	7,350,503	7,342,699	7,517,760
Classified Support Salaries	2200	633,198.33	671,139	721,542	721,248
Supervisors/Managers	2300	525,907.73	548,755	537,874	524,679
Clerical/Technical	2400	665,646.62	749,434	759,476	741,170
Short term Sub	2900	150.00	150	21,150	25,150
Total Classified		8,914,360.75	9,319,981	9,382,741	9,530,007
STRS/PERS	3100-3200	2,011,684.61	2,194,636	2,227,654	2,632,592
Medicare and PARS	3300	256,645.25	268,233	279,856	277,962
Health and Welfare	3400	4,358,500.15	4,738,311	4,457,906	4,634,799
Unemployment	3500	9,141.71	9,490	9,645	9,440
Worker's Comp	3600	423,034.76	398,393	326,899	318,134
PERS Reduction	3800	-	-	-	-
Life Insurance/Other	3900	32,277.17	30,967	30,395	30,862
Total Benefits		7,091,283.65	7,640,030	7,332,355	7,903,789
Textbooks	4100	-	1,200	200	200
Other Books	4200	2,020.00	1,796	280	580
Materials and Supplies	4300	285,623.72	328,191	77,675	1,136,879
NonCapitalized Equipment	4400	22,431.27	37,860	34,339	40,152
Total Books and Supplies		310,074.99	369,047	112,494	1,177,811
Travel and Conference	5200	107,178.93	109,441	113,010	121,534
Dues and Membership	5300	794.05	1,080	1,080	1,080
Utilities	5500	188,407.81	190,790	197,970	201,570
Rents/Leases/Repairs	5640	357,046.71	408,370	367,304	378,112
Repairs/Maintenance	5600	102,634.05	79,348	65,666	70,811
Transfer of Direct Costs	5700	67,492.29	44,643	44,239	44,707
Professional/Consulting Services	5800	231,528.75	209,490	341,872	360,307
Communications	5900	94,553.16	63,718	82,477	89,252
Total		1,149,635.75	1,106,880	1,213,618	1,267,373
Improvement on Sites	6100	-	-	-	-
Buildings	6200	81,724.55	106,203	-	-
Capitalized Equipment	6400/6500	-	6,000	-	-
Total		81,724.55	112,203	-	-
Support Costs	7340	2,020,679.89	2,103,117	2,072,700	2,189,546
Support Contributions	7341	479,603.86	515,237	504,853	535,830
IFT Out-Other Authorized IFT	7619	-	-	-	-
Total Support		2,500,283.75	2,618,354	2,577,554	2,725,376
Total Expenditures		29,560,864.98	30,781,407	30,160,060	31,936,270
Restricted Fund Balance Low Incidence	9780/9740	184,973.00	119,555	169,473	155,978
Reserve for Economic Uncertainty	9780/9740	886,826	923,442	904,802	958,088
Ending Fund Balance		1,131,946	1,042,998	928,275	1,114,067
Total Bill Back		18,773,887	20,479,353	19,515,617	21,100,333
Average Enrollment		433.00	425	405	410
Estimated Bill Back per Pupil		43,358	48,187	48,187	51,464
Proposed Refund to District		138.91	-	-	-
Actual Billing		43,218.80			

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ORANGE COUNTY DEPARTMENT OF EDUCATION
SPECIAL EDUCATION TRANSPORTATION

2017-18 Pupil Transportation Budget
Exhibit B

		2017-18
1. Average number of pupils transported		250
2. Maximum number of billable days		202
3. Classified Salaries	\$	105,738
4. Employee Benefits	\$	32,608
5. Supplies	\$	50
6. Travel/Conferences/Dues/Memberships	\$	-
7. Other Expenses	\$	50
8. Contracts with Private Contractors (5100)	\$	4,375,000
9. Payments to Private Carriers (5830)	\$	25,000
10. Other Services/Operating Expenses	\$	-
11. Equipment/Replacement	\$	-
12. Therapy Transportation	\$	-
Subtotal Direct Costs	\$	4,375,000
13. Direct Support costs	\$	163,446
14. Indirect Support Costs @ 1%	\$	1,634
15. Total Transportation Cost Allocation	\$	4,540,080
16. State Transportation Entitlement	\$	1,626,235
Total	\$	1,626,235
17. Excess Transportation Cost	\$	2,913,845
17a. *Per Pupil Excess Cost Line17/Line1	\$	11,655
17b. *Per Day Excess Cost Line17a/Line2		57.70

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

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

05/19/2017

2017-18 Pupil Transportation Budget
Exhibit B

Laguna Beach Unified School District

13.m. CONSENT/ACTION

June 27, 2017

Approval: Designation of Principal Jason Allemann and Athletic Director Lance Neal as Representatives to the League of the California Interscholastic Federation (CIF) for the 2017-2018 School Year.

Proposal

Staff proposes the Board of Education approve the designation of Principal Jason Allemann and Athletic Director Lance Neal as the representatives to the League of CIF for the 2017-18 School Year.

Background

Education Code § 33353(a) (1) gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues.

Implications

This action will provide the District with representatives to CIF.

Budget Impact

This action has no impact to the general fund.

Recommended Action

Staff recommends the Board of Education approve the designation of Principal Jason Allemann and Athletic Director Lance Neal as the representatives to the League of CIF for the 2017-2018 School Year.

Laguna Beach Unified School District

13.n. CONSENT/ACTION

June 27, 2017

Approval: Mandated Block Grant Funding for 2017-2018

Proposal

Staff proposes the Board of Education authorize the selection of Mandated Block Grant Funding for 2017-2018.

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 \$28.42 ADA for grades K-8 and \$56 per ADA for grades 9-12. This amounts to approximately \$110,825 for our District.

Budget Impact

The Mandated Block Grant selection will provide an estimated \$110,825 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 2017-18.

Laguna Beach Unified School District

13.o. CONSENT/ACTION

June 27, 2017

Approval: Clinical Practice Fieldwork Agreement for Student Fieldwork Experience with TEACH-NOW

Proposal

Staff proposes that the Board of Education approve a Clinical Practice Fieldwork Agreement for Student Fieldwork Experience with TEACH-NOW, effective September 4, 2017.

Background

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

Budget Impact

There is no financial impact to the District.

Recommended Action

Staff recommends the Board of Education approve a Clinical Practice Fieldwork Agreement for Student Fieldwork Experience with TEACH-NOW, effective September 4, 2017.



Educatore School of Education

1701 K Street, NW, Suite 250
Washington, DC 20006
844-283-2246
clinical@teach-now.com
www.teach-now.com

June 19, 2017

Leisa Winston
Laguna Beach Unified School District
550 Blumont Street
Laguna Beach, CA 92651

Dear Ms. Winston:

We are delighted that you are considering serving as a placement site for clinical practice teaching as part of the TEACH-NOW, Inc. teacher preparation program. The TEACH-NOW program has been reviewed and approved by the Departments of Education of the District of Columbia and the State of Arizona and is included in their list of approved programs.

TEACH-NOW is a nine-month virtual, collaborative, project-based learning program that leads to a teaching license and certificate in the United States. The TEACH-NOW program is designed for teacher candidates to apply what they learn throughout the program. The first six months of the program include completing collaborative, project activities that include field experiences such as observing, surveying, interviewing, and teaching supervised mini-lessons. After completing the first six months, teacher candidates move to the culminating clinical practice portion of the program, where they transition to practice teaching in a classroom for 12 weeks under the guidance of a qualified, experienced mentor (classroom teacher).

Throughout this period, the teacher candidate will be working with a qualified, experienced teacher in your school who will serve as a mentor. As you know, the clinical practice teaching portion of the program is critical in preparing candidates to teach and will assist us in knowing that he or she is ready to be recommended for a teaching license. Mentor teachers observe candidates as they teach, provide feedback on their practice, and conduct informal and formal evaluations of teaching practice on a set of rubrics we provide.

TEACH-NOW works with candidates and mentor teachers to ensure a successful clinical practice experience that will begin with a brief orientation to the process. We then continue that partnership throughout the 12 weeks of clinical practice with weekly interaction and support from our instructors. On completion of the program, along with passing all required state licensure examinations, the candidate will be eligible to apply for a teaching certificate from the District of Columbia or the State of Arizona.

In order to be as clear and as transparent as possible, we have tried to communicate our role (TEACH-NOW) and your role (the Placement Site):

TEACH-NOW's Role

- 1) Based on successful completion of program requirements, we will determine when a candidate is eligible to participate in clinical practice teaching.
- 2) We are ultimately responsible for ensuring that all candidates demonstrate an acceptable level of proficiency before they are allowed to complete their program. This includes monitoring and evaluating the individual candidate's progress during clinical practice. To help us on-site, we typically seek the Placement Site's assistance in securing a qualified, experienced teacher within the Placement Site to serve as a mentor for the candidate. Mentors observe candidates as they teach, provide feedback on their practice, and conduct informal and formal evaluations of teaching practice on a set of rubrics that we will provide. Mentors also communicate any concerns with the candidate's Module 8 instructor in order to support the candidate's growth and provide remediation if needed. If no mentor can be secured on-site, we will assign a virtual mentor to the candidate.
- 3) The candidate's TEACH-NOW clinical officer will serve as the first point of contact during the clinical placement process. If needed, the clinical officer will coordinate with other TEACH-NOW staff or administration to provide additional support or assistance.
- 4) The candidate's Module 8 instructor shall serve as the first point of contact for communication during the clinical practice experience. If needed, the instructor will coordinate with other TEACH-NOW staff or administration to provide additional support or assistance.

Placement Site's Role

- 1) You will provide structured, supervised educational learning experiences in a safe environment to our candidate throughout his or her minimum 12-week, 200 clock hour clinical practice.
- 2) You will make every effort to secure a qualified, experienced teacher who will serve as a mentor to our candidate. The mentor will complete our orientation and adhere to the guidelines published in our Mentor Handbook, including our evaluation procedures for assessing the candidate's teaching performance.
 - a) A highly-qualified mentor has the appropriate education background and credentials, but, more importantly has a record of effective teaching that results in student learning. Having national board certification would be one way to demonstrate outstanding performance in the classroom. However, many outstanding teachers have not had the opportunity to seek that advanced certification. At a minimum, the mentor teacher must:
 - i) Have at least three years of outstanding teaching experience at the P-12 school level;
 - ii) Have taught at the level (e.g., elementary or secondary) at which the candidate is seeking certification, and preferably in the same subject field as the candidate;
 - iii) Be recommended by the school district or school, and
 - iv) Complete the virtual training provided by TEACH-NOW staff
- 3) You will assign and designate a point of contact who is to be responsible for planning and administering clinical practice teaching at the Placement Site; this typically is the classroom teacher (mentor) but could also be the building principal or other designee.

- 4) You will provide adequate space, equipment and supplies to enable our candidate to meet the requirements of his or her clinical practice teaching.
- 5) Consistent with any required consents, you will permit the candidate to video his or her teaching. The primary purpose of these recordings is to assess the teacher candidate and provide feedback regarding his or her performance. The recording may also be used to help improve our curriculum, instruction, and faculty training. The recordings will typically be viewed only by the teacher candidate, our faculty, administrators, other TEACH-NOW candidates, and, if needed, the mentor (classroom teacher) or administrators at the school. Video recordings will be shared ONLY for instructional or program improvement purposes. We will share videos with third parties only if, in its good faith opinion, doing so is required by law or needed to protect the safety or rights of any person or entity. These videos will capture typical classroom activities, and students in the classroom may therefore be seen, heard, and/or referenced by his/her name in the recordings as part of his or her normal class participation.
- 6) You will communicate with us and let us know of any significant staff or administrative changes that may impact our candidate's placement.

Indemnification and Insurance

- 1) TEACH-NOW (We) agrees to indemnify and hold the placement site and its officers, directors, agents, employees and trustees harmless from and against any and all third-party tort liabilities, claims, actions, causes of action, losses, damages or expenses, including reasonable attorneys' fees, caused or arising out of the negligent or fraudulent act(s) and/or omission(s) of TEACH-NOW incident to its participation in this program at the placement site under this agreement.
- 2) The Placement Site (You) agrees to indemnify and hold TEACH-NOW and its officers, directors, agents, employees and trustees harmless from and against any and all third-party tort liability, claims, actions, causes of action, losses, damages or expenses, including reasonable attorneys' fees, caused or arising out of the negligent or fraudulent act(s) and/or omission(s) of the Placement Site incident to its/their participation in this Agreement.
- 3) Each party agrees to maintain commercial general liability insurance including contractual liability, and professional liability, with limits not less than \$1 million per occurrence and \$2 million annual aggregate. Each party further agrees that, with respect to insurance coverage maintained by it, it will provide evidence of such insurance upon request and notify the other as soon as possible and cooperate with the other in the investigation and/or settlement of any loss or damage or potential loss or damage arising out of this agreement. In addition, TEACH-NOW shall maintain Workers Compensation according to statutory limits as required by law.

Miscellaneous

- 1) We both can enter into agreements with other institutions at any time.
- 2) We both accept candidates without regard for race, sex, color, religion, national origin or ancestry, age, marital status, disability, veteran's status, personal appearance, gender identity or expression, sexual orientation, familial status, family responsibilities, political affiliation, source of income, or any other protected status in accordance with the laws of California and of the United States.

- 3) We can amend the terms and conditions of this agreement, but only if it's done in writing and agreed to by both parties.
- 4) Our agreement shall begin on September 4, 2017 and it shall continue until it's terminated by either party. Termination of the agreement requires ninety (90) days prior written notice. Should notice of termination be given, any candidates who are already assigned to complete their clinical practice at the placement site shall be allowed to continue until the experience is finished. Notice under this agreement shall be as follows:

To the Placement Site: Leisa Winston
 Laguna Beach Unified School District
 550 Blumont Street
 Laguna Beach, CA 92651


To TEACH-NOW: Philip A. Schmidt, Ph.D.
 President
 TEACH-NOW and the Educators School of Education
 1701 K Street NW, Suite 250
 Washington, DC 20006

- 5) This agreement shall be governed in accordance with the laws of California. The parties understand and expressly agree that certain claims asserted against TEACH-NOW are subject to the exclusive jurisdiction of the California Superior Court. Notwithstanding any other provision in this agreement, both placement site and TEACH-NOW preserve all rights, defenses, privileges, and immunities as provided by law.
- 6) This agreement shall supersede any and all prior agreements between us regarding the placement and supervision of candidates for clinical practice. This agreement is for the sole benefit of the placement site and TEACH-NOW; no candidate or other third party shall be a beneficiary of, or have any right to enforce the terms of this agreement.
- 7) This agreement and any addenda may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

Signed and agreed to by:

TEACH-NOW, INC.

**LAGUNA BEACH UNIFIED SCHOOL
DISTRICT**

BY:  _____

BY: _____

TITLE: President _____

TITLE: _____

DATE: _____

DATE: _____

Addendum to Affiliation Agreement

Clinical Practice Placement

(For Candidates Not Employed by the Placement Site)

Candidate Name	
Start Date of Placement	
End Date of Placement	
Placement Schedule (i.e., M-F full days; M-F half-days, etc.)	
Grade Level(s) of Placement	
Subject Area(s) of Placement	
Assigned Mentor	
Name & Address of Placement Site	

TEACH-NOW's Commitment

- 1) TEACH-NOW confirms that the above-named candidate is currently enrolled in our teacher preparation program and is eligible for clinical practice.

The Placement Site's Commitment

- 1) The placement site confirms that the candidate is not an employee or an agent of the placement site.
- 2) The placement site confirms acceptance of the candidate's placement for clinical practice teaching and as specified in the Affiliation Agreement, the assignment of a qualified, experienced mentor at the placement site who is responsible for completing our orientation and adhering to the guidelines published in our Mentor Handbook, including our evaluation procedures for assessing the candidate's teaching performance.
- 3) Before and during the clinical practice placement, the placement site will provide applicable policies and procedures to the candidate. The candidate will perform services only when under the supervision of the assigned mentor or other registered, licensed or certified placement site staff.

- 4) The candidate is a prospective teacher enrolled in an educator preparation program and as such, will not replace staff of the placement site.

Joint Commitment

The parties hereto have executed this Addendum and warrant that they are officially authorized to so execute for their respective parties to the contract.

TEACH-NOW, INC.

BY:  _____

TITLE: President _____

DATE: _____

**LAGUNA BEACH UNIFIED SCHOOL
DISTRICT**

BY: _____

TITLE: _____

DATE: _____

Laguna Beach Unified School District

13.p. CONSENT/ACTION

June 27, 2017

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 with a Not-to-Exceed Amount of \$60,000

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 \$60,000.

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 \$60,000.

Recommended Action

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 \$60,000.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT
(2017/18 School Year)

INVESTIGATIONS CONSULTING AGREEMENT

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

1st	day of	July, 2017	
-----	--------	------------	--

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 Steve Doan, Senior Investigator / Security Martin Hanneman, Security Operations, Director Ara RaisDana, Lead Investigator Mackenzie Kintz, Lead Investigator Alyssa Jarvis, Lead Investigator Lisa Strachan, Lead Investigator Kalene VanHuss, Associate Investigator Brittney Hamilton, Associate Investigator Mercy Yang, Associate Investigator Shannon Cashin, Associate Investigator
--

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

Date:	July 1, 2017
-------	--------------

and shall diligently perform as specified and complete performance by:

Date:	June 30, 2018 (or sooner)
-------	---------------------------

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 * See Exhibit A 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 District's Assistant 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:

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:

- ☒ **No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- ☒ **No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- ☒ **Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- ☒ **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.
- ☒ **Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- ☒ **Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- ☒ **Own Work Hours:** Consultant will establish work hours for the job.
- ☒ **Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- ☒ **Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- ☒ **Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- ☒ **No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- ☒ **Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- ☒ **Business Expenses:** Consultant is responsible for incidental or special business expenses.
- ☒ **Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- ☒ **Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- ☒ **Possible Profit or Loss:** Consultant does these (check valid items):
 - ☒ Hires, directs, pays assistants
 - ☒ Has equipment, facilities
 - ☒ Has a continuing and recurring liability
 - ☒ Performs specific jobs for prices agreed-upon in advance
 - ☐ Lists services in Business Directory
 - ☐ Other (explain) _____
- ☒ **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).
- ☒ **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, Owner	Typed Name: Leisa Winston, Assistant Superintendent, Human Resources
Nicole Miller & Associates	Laguna Beach Unified School District
Authorized Signature:	Authorized Signature:
Consultant signs here	
Street Address:	Street Address:
905 Calle Negocio, #74182	550 Blumont St.
City, State, Zip Code	City, State, Zip Code
San Clemente, CA 92673	Laguna Beach, CA 92651
Date:	Date:

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
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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:

Laguna Beach Unified School District

13.q. CONSENT/ACTION

June 13, 2017

Approval: Agreement with Rutan and Tucker for Legal Counsel Related to Special Education Issues with a Not-to-Exceed Amount of \$50,000 for the 2017-2018 School Year

Proposal

Staff proposes the Board of Education authorize the agreement with Rutan and Tucker for legal services and advice related to special education issues with a not-to-exceed amount of \$50,000.

Background

Rutan and Tucker's standard hourly rate for legal counsel related to special education issues is \$260 per hour.

Budget Impact

The not-to-exceed amount of \$50,000 will come from general funds, special education budget.

Recommended Action

Staff recommends the Board of Education approve the agreement with Rutan and Tucker for legal services and advice related to special education issues for the 2017-2018 school year, with a not-to-exceed amount of \$50,000.

INDEPENDENT ATTORNEY AGREEMENT

This AGREEMENT is hereby entered into between the Laguna Beach Unified School District, hereinafter referred to as "DISTRICT," and Rutan and Tucker; Address: 611 Anton Boulevard, Costa Mesa, CA 92626; Phone: (714) 641-5100; 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, 2017 and will diligently perform as required through June 30, 2018.

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. The scope of this Agreement shall not exceed \$50,000 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 supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

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
SCHOOL DISTRICT
550 Blumont
Laguna Beach, CA 92651**

**ATTORNEY
Rutan and Tucker
611 Anton Boulevard, 14th Floor
Costa Mesa, CA 92626**

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 27th DAY OF June, 2017.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT ATTORNEY

By: _____
Signature

Irene White
Typed Name

Director of Special Education
Title

By: _____
Signature

Epiphany Owen

Attorney at Law, Rutan & Tucker, LLP
Title

95-3519027
Social Security or
Taxpayer Identification Number

****RUTAN & TUCKER ATTORNEY AGREEMENT – Special Education – 17/18 SCHOOL YEAR.****

Approval: Local Control and Accountability Plan (LCAP)

Proposal

Staff proposes the Board of Education approve the Local Control and Accountability Plan.

Background

The Local Control and Accountability Plan (LCAP) is a State requirement resulting from the Local Control Funding Formula (LCFF). Each school district must obtain input from various stakeholders to establish these plans. The plan describes the school district's overall vision for students, annual goals, specific actions the district will take to achieve the vision and goals, and an annual update regarding progress toward goals and actions.

The LCAP must focus on eight areas identified as State priorities. The plan also details how the district's budget will help achieve the goals, and assesses how well the strategies in the plan improve outcomes.

There are eight areas in which school districts, with parent and community input, must establish goals and actions. This must be done both district-wide and for each school. The areas are:

1. Basic Services - Providing all students with access to fully credentialed teachers, instructional materials that align with state standards, and safe facilities.
2. Implementation of State Standards - Implementation of California's academic standards, including the California 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 involvement and participation, to engage the local community in the decision-making process about the educational programs of students.
4. Pupil Achievement - Improving student achievement and outcomes using multiple measures, including test scores, English proficiency, and college and career preparedness.
5. Pupil Engagement - Supporting student engagement, including student attendance rates.
6. School Climate - Highlighting school climate and connectedness through a variety of measures, such as suspension and expulsion rates and other locally identified means.
7. Course Access - Ensuring all students have access to classes that prepare them for college and careers, regardless of the school they attend or where they live.
8. Other Pupil Outcomes - Measuring other important student outcomes related to required areas of study, including physical education and the arts.

In addition to these eight areas, a district may also identify and incorporate goals related to its own local priorities.

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 2017 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 464 parent responses in 2016-17, increasing from 339 in 2015-16 and 193 in 2014-15. The parent participation has more than doubled since 2014-15. We also surveyed 1700 students, up from 700 in 2014-15. This data shows that LBUSD has dramatically improved our ability to receive feedback from parents and students.

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:

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

The 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.

Study sessions to explore details of the LCAP and gather public input were held January 24 and May 23, 2017. A requisite public hearing was held on June 13, 2017, and the draft LCAP, with its goals, budget allocations, and annual update, was presented to the Board. The final deadline for districts to adopt their LCAPs is July 1, 2017.

Budget Impact

The Local Control and Accountability Plan (LCAP) is a companion document that aligns to the budget document. The LCAP contains the goals and action steps for achieving each goal. The LCAP public hearing and adoption is followed by the budget public hearing and adoption. Both the budget book and LCAP include the reporting documents that are submitted to the Orange County Department of Education and the California Department of Education.

Recommended Action

Staff recommends the Board of Education approve the Local Control and Accountability Plan.

Laguna Beach Unified School District

15. ACTION

June 27, 2017

Approval: Final 2017 - 2018 All Funds Budget

Proposal

Staff proposes the Board of Education approve the final 2017-18 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 was created by 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 13, 2017. 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 2017-18 All Funds Budget.

Recommended Action

Staff recommends the Board of Education approve the 2017-18 All Funds Budget as presented.

Laguna Beach Unified School District

16. ACTION

June 27, 2017

Approval: Ratification of Collective Bargaining Agreement in Accordance with AB 1200 (Chapter 1213/1991), Government Code 3547.5 and CCR, Title V, Section 15449; and 2017-18 Negotiated Agreement with the California School Employees Association (CSEA) and its Laguna Beach Chapter #131

Proposal

Staff proposes the Board of Education ratify the 2017-2018 revisions to the 2015-2018 Collective Bargaining Agreement negotiated by the designated representatives of the California School Employees Association (CSEA) and its Laguna Beach Chapter #131 and the Laguna Beach Unified School District.

Background

The Association and the District reached Tentative Agreement for 2017-2018 reopeners to the 2015-2018 agreement. Major provisions remained in place and established practices were followed.

The Tentative Agreement attached includes changes in total compensation. The agreement includes a .25% salary increase, the addition of one paid holiday, and increasing the health and welfare benefits cap by \$59,000 to include individual coverage for classified employees with five or more years of district service who work at least 5.75 hours per day. The Agreement also includes language that should the district settle with other bargaining units for more than 1.5% total compensation, that the equivalent shall be provided to CSEA. Therefore, the AB1200 report includes a 1% off schedule payment to CSEA employees as well.

Budget Impact

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

The revised cost for 2017-18 is \$196,789.

Recommended Action

Staff recommends the Board of Education ratify the 2017-2018 revisions to the 2015-2018 Collective Bargaining Agreement negotiated by the designated representatives of the California School Employees Association (CSEA) and its Laguna Beach Chapter #131 and the Laguna Beach Unified School District and its impact on the budget as presented.

Laguna Beach Unified School District

17. ACTION

June 27, 2017

Approval: 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 2017-18 Negotiated Agreement with Laguna Beach Unified Faculty Association (LaBUFA)

Proposal

Staff proposes the Board of Education ratify the 2017-18 Agreement re-opener negotiated by the designated representatives of the Laguna Beach Unified Faculty Association (LaBUFA) and the Laguna Beach Unified School District.

Background

The Association and the District reached a Tentative Agreement for 2017-2020. The agreement allows for up to two reopeners for each party each year in addition to health and welfare and salary.

The Tentative Agreement attached includes changes in total compensation. The agreement includes a 1.5% salary increase, restructuring of the academic and athletic stipend schedules, reducing K-3 class size to 25:1, and revisions to the teacher evaluation process. The agreement also includes a one-time, off-schedule payment of one percent (1%) of salary.

Budget Impact

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

The cost of this agreement for 2017-18 is \$540,342.

Recommended Action

Staff recommends the Board of Education ratify the 2017-2020 Collective Bargaining Agreement negotiated by the designated representatives of the Laguna Beach Unified Faculty Association (LaBUFA) and the Laguna Beach Unified School District and its impact on the budget as presented.

Laguna Beach Unified School District

18. ACTION

June 27, 2017

Approval: Public Disclosure and Ratification of Proposal in Accordance with AB 1200 (Chapter 1213/1991), Government Code 3547.5 and CCR, Title V, Section 15449; and 2016-17 Proposal with Non-Represented Classified and Certificated Employees

Proposal

Staff proposes the Board of Education approve the 2017-2018 agreements with non-represented Classified and Certificated Employees. The twenty-seven (27) employees represented in this group are classified management, certificated administrators, school psychologists, and confidential employees.

Background

The Association and the District reached a Tentative Agreement for 2017-2020. The agreement allows for up to two reopeners for each party each year in addition to health and welfare and salary.

The proposal includes changes in total compensation. The agreement includes a 1.5% salary increase and a one-time, off-schedule payment of one percent (1%) of base salary.

Budget Impact

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

The cost of this agreement for 2017-18 is \$112,255.

Recommended Action

Staff recommends the Board of Education approve the 2017-2018 proposal for the classified and certificated non-represented employees and the impact on the budget as presented.

Laguna Beach Unified School District

19. ACTION

June 27, 2017

Approval: Resolution #17-13: Authorization of Signatures

Proposal

Staff proposes the Board of Education approve Resolution #17-13: Authorization of Signatures as required by the Orange County Department of Education.

Background

The attached Resolution for various signature authorizations is required by the Orange County Department of Education to allow the District to conduct day-to-day business. Due to changes in personnel, the authorizations for signatures presently on file are not current. The Resolution is effective the 27th day of June 2017.

Budget Impact

There is no impact to the General Fund by this action. Approval of the Resolution will provide accurate signatures to be on file as required.

Recommended Action

Staff recommends the Board of Education approve Resolution #17-13: Authorization of Signatures as required by the Orange County Department of Education.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

AUTHORIZATION OF SIGNATURES

Resolution #17-13

June 27, 2017

I, Dee Perry, Clerk of the Governing Board of the Laguna Beach Unified School District of Orange County, California, hereby certify that the said Board at a regular meeting thereof, held on the 27th day of June 2017, adopted by a majority vote of said Board, this Resolution #17-13 that the following named persons be authorized to sign necessary documents related to Payroll, Vendor Payment Orders Electronically, Purchase Orders, Contracts, and Travel Reimbursement Requisitions, as indicated, effective the 27th day of June 2017, and that all previous authorizations of signatures are rescinded. This resolution further states that the authorization is subject to the following provisions:

NAME TYPED	SPECIMEN SIGNATURE	AUTHORIZED TO SIGN				
		PAYROLL DOCUMENTS	VENDOR PAYMENT ORDERS ELECTRONICALLY	PURCHASE ORDERS	CONTRACTS	TRAVEL REIMBURSEMENTS
Jason Viloría, Ed.D.		X	X	X	X	X
Leisa Winston		X	X	X	X	X
Jeffrey Dixon		X	X	X	X	X
Raymond Lee			X			

Furthermore, I hereby certify that the said Board at the same regular meeting thereof, held on the 27th day of June 2017, adopted by a majority vote of said Board, this Resolution #17-13 approving the following named persons' signatures be printed electronically on vendor checks produced by the Orange County Superintendent of Schools, effective the 27th day of June 2017, and that all previous authorizations are rescinded.

NAME

SIGNATURE

Jason Viloría, Ed.D.

Jeffrey Dixon

Holloway/Dixon/Viloría

I further certify that the signatures following are those of the members of the Governing Board of the Laguna Beach Unified School District.

NAME

SIGNATURE

Jan Vickers

Dee Perry

Ketta Brown

Carol Normandin

Peggy Wolff

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of June 2017.

Dee Perry, Clerk of the Board of Education

Resolution #17-13

June 27, 2017

Laguna Beach Unified School District

20. ACTION

June 27, 2017

Approval: Resolution #17-14: Resolution of the Board of Education Acting as the Legislative Body of Community Facilities District No. 98-1 of the Laguna Beach Unified School District Authorizing the Levy of Special Taxes Within Community Facilities District No. 98-1 for Fiscal Year 2017-2018

Proposal

Staff proposes the Board of Education approve Resolution #17-14: Resolution of the Board of Education acting as the legislative body of Community Facilities District No. 98-1 of the Laguna Beach Unified School District Authorizing the levy of special taxes within Community Facilities District No. 98-1 for Fiscal Year 2017-2018.

Background

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

Budget Impact

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

Recommended Action

Staff recommends the Board of Education approve Resolution #17-14: Resolution of the Board of Education acting as the legislative body of Community Facilities District No. 98-1 of the Laguna Beach Unified School District Authorizing the levy of special taxes within Community Facilities District No. 98-1 for Fiscal Year 2017-2018.

**RESOLUTION OF THE BOARD OF EDUCATION ACTING AS THE LEGISLATIVE BODY
OF COMMUNITY FACILITIES DISTRICT NO. 98-1 OF THE LAGUNA BEACH UNIFIED
SCHOOL DISTRICT AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN
COMMUNITY FACILITIES DISTRICT NO. 98-1 FOR FISCAL YEAR 2017/18.**

**Resolution #17-14
June 27, 2017**

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

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

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

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

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

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

WHEREAS, it is now necessary and appropriate that this Board of Education levy and collect the special taxes for Fiscal Year 2017/18 for the purpose specified in the Ordinance, by the adoption of a resolution as specified by the Act and that Ordinance; and,

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

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

Section 1. The above recitals are true and correct.

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

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance the special taxes for Fiscal Year 2017/18 at the tax rates set forth in the report prepared by David Taussig and Associates for CFD No. 98-1 entitled "Annual Levy of Special Tax For Fiscal Year 2017/18" (the "Report") submitted herewith, which rates do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Assistant Superintendent of Business Services of the District, or his designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing of categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Orange County Auditor.

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

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

ADOPTED, SIGNED AND APPROVED this 27th day of June, 2017.

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

By:

Jan Vickers
President of the Board of Education
Laguna Beach Unified School District

STATE OF CALIFORNIA

COUNTY OF ORANGE

I, Dee Perry, Clerk of the Board of Education of the Laguna Beach Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Education of the Laguna Beach Unified School District at a regular meeting of said Board held on the 27th day of June, 2017.

Dee Perry
Clerk of the Board of Education

DAVID
TAUSSIG
& Associates, Inc.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT
No. 98-1

June 19, 2017

Public Finance
Public Private Partnerships
Urban Economics

Newport Beach
Riverside
San Francisco
San Jose
Dallas

**ADMINISTRATION REPORT
FISCAL YEAR 2017-2018**

**LAGUNA BEACH UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT No. 98-1**

Prepared For

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

Prepared By

**DAVID TAUSSIG & ASSOCIATES, INC.
5000 Birch Street, Suite 6000
Newport Beach, California 92660
(949) 955-1500**

June 19, 2017

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EXHIBITS

- Exhibit A - Boundary Map
- Exhibit B - Rate and Method of Apportionment
- Exhibit C - Special Tax Roll Fiscal Year 2017-2018

INTRODUCTION

This report provides an analysis of the financial and administrative obligations of Community Facilities District No. 98-1 ("CFD No. 98-1") of the Laguna Beach Unified School District (the "School District") resulting from the sale of \$7,658,626.93 in Bond Anticipation Notes ("1999 BANs") in December 1999, the sale of \$9,970,000 in Special Tax Bonds (the "Series 2004 Bonds") in September 2004, and the sale of \$9,330,000 in Special Tax Refunding Bonds (the "Series 2012 Bonds") in August 2012.

CFD No. 98-1 is a legally constituted governmental entity established under the Mello-Roos Community Facilities Act of 1982 (the "Act"), as amended. The Act provides an alternative method for the financing of certain public capital facilities and services. Specifically, CFD No. 98-1 is authorized to issue up to \$11,000,000 in bonds. The proceeds of the 1999 BANs were used to finance school facilities, land, rights-of-way and easements necessary for these facilities, as well as the costs associated with the planning and designing of these facilities, including environmental evaluation costs. The total cost of such facilities is expected to equal the mitigation obligation, as defined in the School Facilities and Funding Agreement, which is currently estimated at approximately \$6.9 million. The proceeds of the Series 2004 Bonds were used to pay all remaining interest and principal on the Series 1999 BANs. The proceeds of the Series 2012 Bonds were used to pay all remaining interest and principal on the Series 2004 Bonds.

In 2000, an Amended and Restated Rate and Method of Apportionment was approved by the School District and the qualified electors in CFD No. 98-1. All references to the Rate and Method of Apportionment in this report refer to the Amended and Restated Rate and Method of Apportionment.

The bonded indebtedness of CFD No. 98-1 is both secured and repaid through the annual levy and collection of special taxes from all property subject to the tax within the community facilities district. In calculating the special tax liability for fiscal year 2017-2018, this report not only examines the financial obligations of the current fiscal year, but also analyzes the amount of new development which has occurred within the boundaries of the community facilities district, as well as the results of the prior year's special tax levy. The current outstanding principal is equal to \$8,545,000 which is based on principal paid through September 2, 2016. The 2012 Bonds are scheduled to be paid off in the year 2034. Pursuant to the Rate and Method of Apportionment ("RMA"), the special tax shall be levied each year to fully satisfy the special tax requirement, but in no event shall it be levied after Fiscal Year 2050-2051. The RMA is included in Exhibit B.

A map showing the property in CFD No. 98-1 is included in Exhibit A.

This report is organized into the following sections:

Section I

Section I provides an update of the development activity occurring within CFD No. 98-1.

Section II

Section II analyzes the previous fiscal year's special tax levy and includes a discussion of delinquent special taxes.

Section III

Section III determines the financial obligations of CFD No. 98-1 for fiscal year 2017-2018.

Section IV

Section IV reviews the methodology used to apportion the special tax requirement between Developed Property and Undeveloped Property. A table of the 2017-2018 special taxes for each classification of property is included.

Background research was conducted to determine the amount and type of development activity that occurred during the previous fiscal year. Review of the County of Orange's building permit records indicated that 2 new building permits within CFD No. 98-1 were issued between January 1, 2016 and December 31, 2016. Prior to January 1, 2017, 588 building permits had been issued within CFD No. 98-1. A total of 16.51 acres in the district remain undeveloped.

Table 2 below lists the aggregate amount of Developed Property by special tax classification.

**Table 2
Community Facilities District No. 98-1
Cumulative Developed Property**

Land Use Class	Description	Density or Assessable Area	Residential Units
1	Single Family Detached	0.00 – 2.99 du/acre	151
2	Single Family Detached	3.00 – 5.99 du/acre	278
3	Single Family Detached	6.00 – 7.99 du/acre	135
4	Single Family Detached	8.00 or more du/acre	0
5	Single Family Attached	≥ 2,400 sq. ft.	24
6	Single Family Attached	< 2,400 sq. ft.	0
Total	NA	NA	588

II. FISCAL YEAR 2016-2017 SPECIAL TAX LEVY

The total special tax levy for fiscal year 2016-2017 equaled \$567,688. As of June 15, 2016, \$562,154 in special taxes had been collected by the County. The remaining \$5,533 in special taxes are delinquent, resulting in a delinquency rate of 0.97 percent.

As a participant in the Teeter Program, the School District will receive an apportionment from the County equal to the delinquent unpaid special taxes for fiscal year 2016-2017. This apportionment is anticipated to occur early in fiscal year 2017-2018.

III. FISCAL YEAR 2017-2018 SPECIAL TAX REQUIREMENT

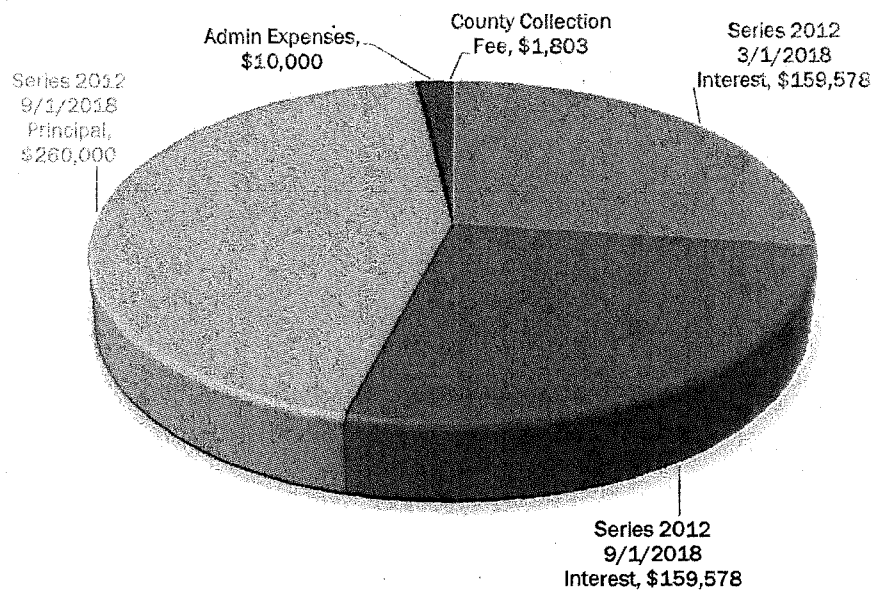
For fiscal year 2017-2018, the special tax requirement is equal to \$579,280 and is calculated as follows:

Table 3
Community Facilities District No. 98-1
Fiscal Year 2017-2018 Special Tax Requirement

FY 2017-2018 Obligations:	
Interest Payment Due March 1, 2018	\$159,578
Interest Payment Due September 1, 2018	\$159,578
Principal Payment Due September 1, 2018	\$260,000
Administrative Expense Budget FY 2017-2018	\$10,000
County Collection Fee FY 2017-2018	\$1,803
Gross Special Tax Requirement	\$590,959
FY 2016-2017 (Credit) / Shortfall	(\$11,679)
FY 2017-2018 Special Tax Requirement	\$579,280

The components of the fiscal year 2017-2018 special tax requirement are shown graphically on the following page.

**Community Facilities District No. 98-1 of the
Laguna Beach Unified School District
Fiscal Year 2017-2018 Gross Special Tax Requirement**



Total Fiscal Year 2017-2018 Gross Special Tax Requirement: \$590,959

IV. METHOD OF APPORTIONMENT

Maximum Special Taxes

The amount of special taxes that CFD No. 98-1 may levy is strictly limited by the maximum special taxes set forth in the Rate and Method of Apportionment. The initial maximum special taxes for each classification of Developed Property, or the "Assigned Special Taxes," are specified in Table 1 of Section C of the Rate and Method of Apportionment.¹ On each July 1, commencing on July 1, 2001, the maximum special tax shall be increased by an amount equal to two percent (2%) of the maximum special tax in effect for the previous fiscal year.

Apportionment of Special Taxes

The special tax that is apportioned to each parcel is determined through the application of Section E of the Rate and Method of Apportionment. Section E apportions the special tax requirement in four steps which prioritize the order in which Developed Property, Taxable Non-Residential Property, Taxable Public Property, and Undeveloped Property are taxed.

The first step states that the special tax shall be levied against each parcel of Developed Property (i) at 100 percent of the assigned special tax prior to the date at which the Board determines that no additional bonds will be sold, and (ii) up to 100 percent of the assigned special tax after the date on which it is determined by the Board that no additional bonds will be issued for CFD No. 98-1. If the special taxes raised pursuant to the first step are less than the special tax requirement, then the second step is applied. The second step states that the special tax shall be levied against all parcels of Undeveloped Property at up to 100 percent of the applicable maximum special tax per acre.

The third and fourth steps are designed to accommodate changes in land use and are intended to be used only as a last resort. Since actual land uses have not substantially deviated from the original projections, these steps are not necessary.

Application of the maximum special taxes under the first step generates special tax revenues of \$1,190,341 from Residential Property, which is more than sufficient to meet all obligations for CFD No. 98-1 for fiscal year 2017-2018 as outlined in Section III. Therefore, the fiscal year 2017-2018 special tax for each parcel of developed property is equal to approximately 48.67% percent of the maximum special tax.

The fiscal year 2017-2018 special taxes are shown for each classification of Developed Property and Undeveloped Property in Table 4 and graphically on the following pages. The Special Tax Roll which lists the total special tax levy for each parcel is shown in Exhibit C.

¹ Technically, Section C states that the maximum special tax for a parcel of Developed Property is equal to the greater of (i) the "Backup Special Tax" or (ii) the rate set forth for the applicable Developed Property classification in Table 1 of Section C; plus for certain property, the Supplemental Special Tax. In this report, all discussion of maximum tax rates focuses on the rates set forth for each classification of Developed Property in Section C of the Rate and Method of Apportionment.

Table 4
Community Facilities District No. 98-1
Fiscal Year 2017-2018 Special Taxes
For Developed Property and Undeveloped Property

Land Use Class	Description	Density or Assessable Area	FY 2017-2018 Maximum Special Tax	FY 2017-2018 Special Tax Levy	FY 2017-2018 Actual Levy as a Percentage of Maximum Special Tax
1	Single Family Detached	0.00 – 2.99 du/acre	\$2,584.85 per unit	\$1,257.92 per unit	48.67%
2	Single Family Detached	3.00 – 5.99 du/acre	\$2,059.76 per unit	\$1002.38 per unit	48.67%
3	Single Family Detached	6.00-7.99 du/acre	\$1,485.66 per unit	\$723.00 per unit	48.67%
4	Single Family Detached	8.00 or more du/acre	\$1,118.82 per unit	\$0.00 per unit	0.00%
5	Single Family Attached	≥ 2,400 sq. ft.	\$1,118.82 per unit	\$544.47 per unit	48.67%
6	Single Family Attached	< 2,400 sq. ft.	\$438.27 per unit	\$0.00 per unit	0.00%
NA	Undeveloped Property	NA	\$26,711.01 per acre	\$0.00 per acre	0.00%
NA	Taxable Public Property	NA	\$26,711.01 per acre	\$0.00 per acre	0.00%
NA	Taxable Non-Residential Property	NA	\$12,072.88 per acre	\$0.00 per acre	0.00%

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**Community Facilities District No. 98-1 of the
Laguna Beach Unified School District
Fiscal Year 2017-2018 Special Tax Levy**

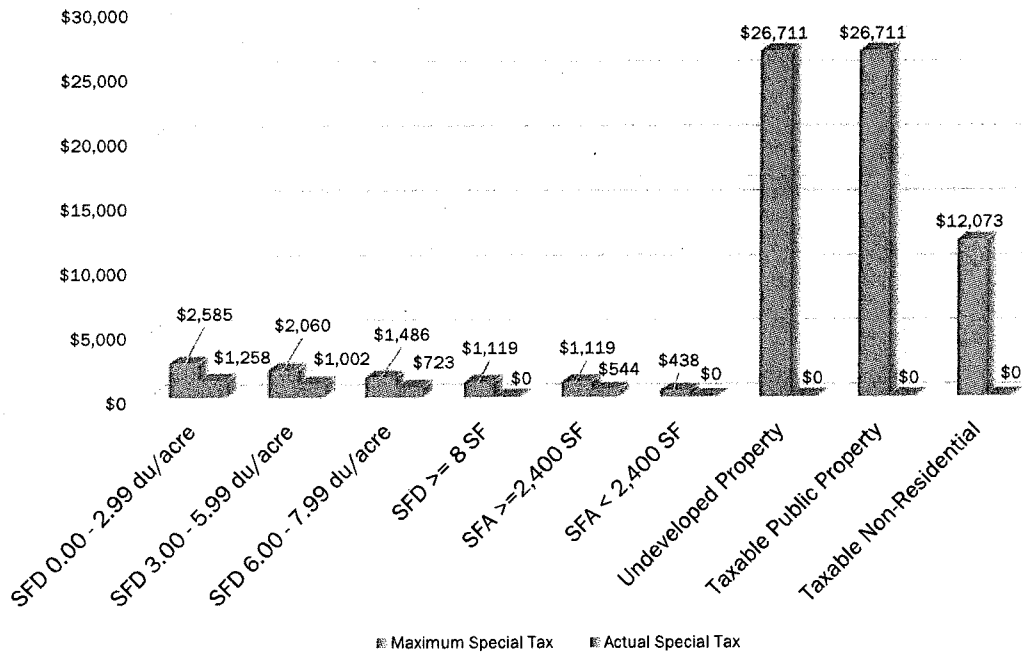


EXHIBIT A

***CFD No. 98-1 of the
Laguna Beach Unified School District***

Boundary Map

**Laguna Beach Unified School District
Community Facilities District No. 98-1**



EXHIBIT B

***CFD No. 98-1 of the
Laguna Beach Unified School District***

Rate and Method of Apportionment

**AMENDED AND RESTATED
RATE AND METHOD OF APPORTIONMENT FOR
LAGUNA BEACH UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 98-1
(CRYSTAL COVE)**

A special tax shall be levied on all real property in Laguna Beach Unified School District Community Facilities District No. 98-1 (Crystal Cove) ("CFD No. 98-1"), unless such property is exempted by law or by the provisions hereof, each Fiscal Year commencing in Fiscal Year 2000-01, in an amount, for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 98-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the School District or designee thereof or both); the costs of collecting the Special Taxes (whether by the County, CFD No. 98-1, or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the School District, CFD No. 98-1 or any designee thereof of complying with arbitrage rebate requirements; the costs to the School District, CFD No. 98-1 or any designee thereof of complying with School District, CFD No. 98-1 or obligated persons disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the School District, CFD No. 98-1 or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from an escrow account; and the School District's third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the School District or CFD No. 98-1 for any other administrative purposes of CFD No. 98-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessable Area" means the amount of assessable space in a Single Family Attached Property dwelling unit as defined in California Government Code Section 65995(b)(1).

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor of the County designating parcels by Assessor's Parcel number.

"Assigned Special Tax" means the Special Tax for each Land Use Class of Developed Property, as determined in accordance with Section C below.

"Backup Special Tax" means the Special Tax that may be levied each Fiscal Year on certain Assessor's Parcels, as determined in accordance with Section D below.

"Board" means the Board of Education of the Laguna Beach Unified School District, acting as the legislative body of CFD No. 98-1.

"Bonds" means all bonds, notes, or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 98-1 under the Act.

"CFD Administrator" means an official of the School District, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD No. 98-1" means Laguna Beach Unified School District Community Facilities District No. 98-1 (Crystal Cove).

"Company" means The Irvine Company.

"County" means the County of Orange, or its successors.

"Density" means, for each Final Subdivision Map, the number of Single Family Detached Property dwelling units to be located within such Final Subdivision Map divided by the Acreage of all Assessor's Parcels of Taxable Property within the Final Subdivision Map on which the construction of Single Family Detached Property dwelling units is permitted.

"Developed Property" means, for each Fiscal Year, all Assessor's Parcels of Taxable Property, exclusive of Taxable Non-Residential Property and Taxable Public Property, for which a building permit for construction of one or more residential dwelling units was issued prior to January 1 of the prior Fiscal Year.

"Development Projection" means an annual calculation for each Planning Area of CFD No. 98-1 of (i) the number and Density of existing dwelling units of Single Family Detached Property, the number and Assessable Area of existing dwelling units of Single Family Attached Property, and the number of existing Acres of Taxable Non-Residential Property and (ii) a projection of all future development, including the projected number and Density of Single Family Detached Property dwelling units, the projected number and Assessable Area of Single Family Attached Property dwelling units, the projected Taxable Non-Residential

Property Acres, and an absorption schedule for all future development in such Planning Area. The Development Projection shall be based on development status as of January 1 and prepared by the Company each Fiscal Year until CFD No. 98-1 reaches full buildout (i.e. all expected Final Subdivision Maps have been recorded for Single Family Detached Property and Non-Residential Property and all expected building permits have been issued for Single Family Attached Property). Upon submittal, the CFD Administrator shall review, modify if necessary, and approve the Development Projection. If the Development Projection is not received by the CFD Administrator on or before March 1 of any Fiscal Year prior to buildout of CFD No. 98-1, the CFD Administrator shall then prepare or cause to be prepared a Development Projection.

"Final Subdivision Map" means (i) a final map, or portion thereof, approved by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots for which building permits may be issued, or (ii) for condominiums, a final map approved by the County and a condominium plan recorded pursuant to California Civil Code Section 1352 creating such individual lots. The term "Final Subdivision Map" shall not include any Assessor's Parcel map, subdivision map, or portion thereof, that does not create individual lots for which a building permit may be issued, including Assessor's Parcels that are designated as a remainder parcel.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Indenture" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time.

"Land Use Class" means any of the classes listed in Table 1.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel.

"Non-Residential Property" means, for each Fiscal Year, all Assessor's Parcels within CFD No. 98-1, excluding Public Property and Property Owner Association Property, for which a building permit(s) was issued for a non-residential use as of January 1 of the prior Fiscal Year, including Short-Term Lodging Property.

"Notes" means the \$7,658,626.93 aggregate initial principal amount of Laguna Beach Unified School District Community Facilities District No. 98-1 (Crystal Cove) Special Tax Notes issued by CFD No. 98-1 on December 22, 1999.

"One-Time Backup Special Tax" means the Special Tax that may be levied on certain Assessor's Parcels, as determined in accordance with Section D below.

"Outstanding Bonds" means all Bonds which remain outstanding.

"Planning Area" means a geographic area within CFD No. 98-1 which has been designated as a Planning Area in the Irvine Coast Local Coastal Program.

"Property Owner Association Property" means any property within the boundaries of CFD No. 98-1 owned by or dedicated to a property owner association, including any master or sub-association.

"Proportionately" means for Developed Property that the ratio of the actual Special Tax levy to the Assigned Special Tax is equal for all Assessor's Parcels of Developed Property within CFD No. 98-1. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is equal for all Assessor's Parcels of Undeveloped Property in CFD No. 98-1.

"Public Property" means any property within the boundaries of CFD No. 98-1 that is used for rights-of-way or any other purpose and is owned by or dedicated to the federal government, the State of California, the County, or any other public agency, provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use.

"School District" means the Laguna Beach Unified School District.

"Short-Term Lodging Property" means all Assessor's Parcels of Non-Residential Property intended for short-term (not more than one month) lodging purposes.

"Single Family Attached Property" means all Assessor's Parcels of Developed Property for which building permits have been issued for attached residential units.

"Single Family Detached Property" means all Assessor's Parcels of Developed Property for which building permits have been issued for detached residential units.

"Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax Requirement.

"Special Tax Requirement" means that amount required in any Fiscal Year for CFD No. 98-1 to: (i) pay debt service on all Outstanding Bonds; (ii) pay periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments required to be made with respect to the Bonds; (iii) pay estimated debt service on bonds expected to be issued by CFD No. 98-1 in the current Fiscal Year, as determined by the CFD Administrator; (iv) pay Administrative Expenses; (v) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year.

"State" means the State of California.

"Supplemental Special Tax" means the special tax that may be levied on Assessor's Parcels of Developed Property located in Planning Areas 4A and 4B, as determined in accordance with Section E below.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 98-1 which are not exempt from the Special Tax pursuant to law or Section G below.

"Taxable Non-Residential Property" means all Assessor's Parcels of Non-Residential Property that are not exempt pursuant to Section G below.

"Taxable Public Property" means all Assessor's Parcels of Public Property that are not exempt pursuant to Section G below.

"Trustee" means the trustee or fiscal agent under the Indenture.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Non-Residential Property, or Taxable Public Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Taxable Property within CFD No. 98-1 shall be classified as Developed Property, Taxable Non-Residential Property, Taxable Public Property, or Undeveloped Property, and shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C, D and E, below. Assessor's Parcels of Developed Property shall be assigned to Land Use Classes 1 through 7 as listed in Table 1, based upon the Density or Assessable Area and whether the property is Single Family Detached Property or Single Family Attached Property.

C. MAXIMUM SPECIAL TAX RATE

1. Developed Property

a. Maximum Special Tax

The Maximum Special Tax for each Assessor's Parcel of Developed Property for each Fiscal Year shall be the greater of (i) the amount derived by application of the Assigned Special Tax for such Fiscal Year or (ii) the amount derived by application of the Backup Special Tax for such Fiscal Year; plus, in the case of Developed Property located in Planning Area 4A or 4B, the Supplemental Special Tax, so long as the Supplemental Special Tax has not terminated pursuant to Section E below.

b. Assigned Special Tax

The Assigned Special Tax for each Land Use Class for Fiscal Year 2000-01 is shown below in Table 1.

TABLE 1

**Assigned Special Taxes for Developed Property
For Fiscal Year 2000-01
Community Facilities District No. 98-1**

Land Use Class	Description	Density or Assessable Area	FY 2000-01 Assigned Special Tax
1	Single Family Detached	0.00 – 2.99 du/acre	\$1,846 per unit
2	Single Family Detached	3.00 – 5.99 du/acre	\$1,471 per unit
3	Single Family Detached	6.00-7.99 du/acre	\$1,061 per unit
4	Single Family Detached	8.00 or more du/acre	\$799 per unit
5	Single Family Attached	≥ 2400 sq. ft.	\$799 per unit
6	Single Family Attached	<2400 sq. ft.	\$313 per unit

c. Increase in the Assigned Special Tax

The Assigned Special Taxes in Table 1 shall be applicable for Fiscal Year 2000-01, and shall increase thereafter, commencing on July 1, 2001, and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Assigned Special Taxes for the previous Fiscal Year.

2. **Undeveloped Property and Taxable Public Property**

a. Maximum Special Tax

The Fiscal Year 2000-01 Maximum Special Tax for Undeveloped Property and Taxable Public Property shall equal \$19,076 per Acre.

b. Increase in Maximum Special Tax

On July 1, 2001 and on July 1 of each Fiscal Year thereafter, the Maximum Special Tax for Undeveloped Property and Taxable Public Property shall be increased by an amount equal to two percent (2%) of the Maximum Special Tax for the previous Fiscal Year.

3. Taxable Non-Residential Property

a. Maximum Special Tax

The Fiscal Year 2000-01 Maximum Special Tax for Taxable Non-Residential Property shall equal the greater of (i) \$8,622 per Acre or (ii) the amount derived by application of the Backup Special Tax.

b. Increase in Maximum Special Tax

On July 1, 2001 and on July 1 of each Fiscal Year thereafter, the Maximum Special Tax for Taxable Non-Residential Property shall be increased by an amount equal to two percent (2%) of the Maximum Special Tax for the previous Fiscal Year.

D. BACKUP SPECIAL TAX

The following definitions apply to this Section D:

"Expected Special Tax Revenues" means, for each Planning Area, the sum of all of the Assigned Special Tax revenues expected to be generated at buildout within the Planning Area as determined by the CFD Administrator based on tentative maps, Final Subdivision Maps, the Development Projection, and all other relevant information available to the CFD Administrator.

"Required Special Tax Revenues" means, with respect to each Planning Area, the amount shown in the column so labeled in Table 2, as updated by the CFD Administrator from time to time. On July 1, 2001, and on July 1 of each Fiscal Year thereafter, the Required Special Tax Revenues shall increase by an amount equal to two percent (2%) of Required Special Tax Revenues for the previous Fiscal Year.

1. Required Special Tax Revenues

Table 2 below identifies the amount of development and Required Special Tax Revenues that were anticipated from each Planning Area at the time of formation of CFD No. 98-1. Table 2 may be revised by the CFD Administrator as necessary to take into account changes in Planning Area boundaries, the Special Tax Requirement, and other relevant factors. However, the CFD Administrator shall not reduce the Required Special Tax Revenues for any Planning Area, except to the extent that surplus Special Tax Revenues from a built out Planning Area are available to do so (see Section D.6).

TABLE 2

**Required Special Tax Revenue by Planning Area
Community Facilities District No. 98-1**

PLANNING AREA	EXPECTED PRODUCT TYPE	NUMBER OF UNITS	FY 2000-01 AVERAGE SPECIAL TAX PER UNIT/ACRE	FY 2000-01 REQUIRED SPECIAL TAX REVENUES
3A	Single Family Detached	179 Units	\$1,313	\$235,096
3B	Single Family Detached	166 Units	\$1,609	\$267,107
3B-1c	Single Family Attached	85 Units	\$799	\$67,885
4A	Single Family Detached	77 Units	\$1,846	\$142,160
4B	Single Family Detached	75 Units	\$1,846	\$138,468
7A	Public Property	NA	\$0	\$0
7B	Public Property	NA	\$0	\$0
12B	Property Owner Association	NA	\$0	\$0
14	Non-Residential	NA	\$0	\$0
TOTAL	NA	NA	NA	\$850,716

2. Expected Special Tax Revenues

Before each Final Subdivision Map is recorded for a Planning Area, or any portion thereof, the CFD Administrator shall project the Expected Special Tax Revenues that will be generated at buildout of the Planning Area based on the Assigned Special Tax rates then in effect and (i) the number and Density or Assessable Area of residential lots or the Acreage of non-residential lots to be created by the recordation of the proposed Final Subdivision Map, (ii) the number and Density or Assessable Area of residential lots or the Acreage of non-residential lots within the Planning Area created pursuant to previously recorded Final Subdivision Maps, and (iii) the estimated number and Density or Assessable Area of remaining residential lots or the Acreage of non-residential lots within the Planning Area for which Final Subdivision Maps have not been recorded, based on tentative maps, the Development Projection, and any other available information.

3. Determination of Need for Backup Special Tax

Prior to the recordation of a proposed Final Subdivision Map, if the CFD Administrator determines that based on tentative maps, Final Subdivision Maps, the Development Projection, and any other available information that the Expected Special Tax Revenues that will be generated at buildout of the Planning Area are less than the Planning Area's Required Special Tax Revenues, then a Backup Special Tax will apply to each Assessor's Parcel of Taxable Property within such Final Subdivision Map. However, if it is determined that after the recordation of the proposed Final Subdivision Map, the Expected Special Tax Revenues are greater than or equal to the Planning Area's Required Special Tax Revenues, then no

Backup Special Tax will be required with respect to such Assessor's Parcels.

4. Calculation of Backup Special Tax

If a Backup Special Tax is required pursuant to Section D.3., the CFD Administrator shall calculate the Backup Special Tax for each Assessor's Parcel as follows:

For Single Family Detached Property, the Backup Special Tax for each Assessor's Parcel of Taxable Property within the proposed Final Subdivision Map shall equal the Planning Area's Required Special Tax Revenues less the Developed Property Maximum Special Taxes (excluding the Supplemental Special Taxes, if any) to be generated from all previously recorded Final Subdivision Maps within the Planning Area, divided by the sum of the number of Single Family Detached Property residential lots included in the proposed Final Subdivision Map and the number of any remaining Single Family Detached Property residential lots within the Planning Area for which Final Subdivision Maps have not been recorded.

For Single Family Attached Property, the Backup Special Tax per Acre of Taxable Property within the proposed Final Subdivision shall equal the Planning Area's Required Special Tax Revenues less the Developed Property Maximum Special Taxes (excluding the Supplemental Special Taxes, if any) to be generated from all previously recorded Final Subdivision Maps within the Planning Area, divided by the sum of the Acreage in the proposed Final Subdivision Map and the Acreage of any remaining Single Family Attached Property residential lots within the Planning Area for which Final Subdivision Maps have not been recorded.

For Taxable Non-Residential Property, the Backup Special Tax per Acre of Taxable Property within the proposed Final Subdivision shall equal the Planning Area's Required Special Tax Revenues less the Maximum Special Taxes (excluding the Supplemental Special Taxes, if any) generated from all previously recorded Final Subdivision Maps within the Planning Area, divided by the sum of the Acreage of Taxable Non-Residential Property in the proposed Final Subdivision Map and the Acreage of any remaining Taxable Non-Residential Property within the Planning Area for which Final Subdivision Maps have not been recorded.

5. Increase in the Backup Special Tax

Each Fiscal Year, beginning in the first Fiscal Year after the Backup Special Tax was calculated for a Final Subdivision Map, the Backup Special Tax applicable to all Assessor's Parcel within such Final Subdivision Map shall increase by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

6. Special Tax Shortfall or Surplus

Prior to the recordation of the last Final Subdivision Map for a Planning Area or prior to the issuance of the last building permit(s) for Single Family Attached Property (if such property is the last property to be developed within a Planning Area), the CFD Administrator shall calculate the actual Developed Property Maximum Special Tax revenues (excluding Supplemental Special Tax revenues, if any) that will be generated from such Planning Area.

If the actual Developed Property Maximum Special Tax revenues (excluding Supplemental Special Tax revenues, if any) are less than the Required Special Tax Revenues for such Planning Area, then a One-Time Backup Special Tax Payment shall be required prior to the recordation of the last Final Subdivision Map or issuance of the last building permit(s), as applicable. The One-Time Backup Special Tax payment amount will be calculated using the prepayment formula described in Section J.1, with the following exceptions: (i) the amount used in Paragraph 1 of the prepayment formula described in Section J.1 shall equal the difference between the actual Developed Property Maximum Special Tax revenues (excluding Supplemental Special Tax revenues, if any) and the Required Special Tax Revenues for such Planning Area; and (ii) the Maximum Special Taxes applicable to property within a Planning Area shall not be reduced or relieved as a result of payment of the One-Time Backup Special Tax.

If the actual Developed Property Maximum Special Tax revenues (excluding Supplemental Special Tax revenues, if any) are greater than the Required Special Tax Revenues for such Planning Area, the CFD Administrator shall calculate the amount of surplus Special Tax revenues. Such surplus Special Tax revenues shall be used to reduce the Required Special Tax Revenues for the next Planning Area(s) for which a Backup Special Tax would have otherwise been required, until the amount of surplus Special Tax revenues has been reduced to zero.

E. SUPPLEMENTAL SPECIAL TAX

The Supplemental Special Tax shall only apply to Assessor's Parcels of Developed Property located in Planning Areas 4A and 4B.

1. Fiscal Year 2000-01 Supplemental Special Tax

a. Assessor's Parcels for Which the Assigned Special Tax Is Greater than the Backup Special Tax

The Fiscal Year 2000-01 Supplemental Special Tax for Assessor's Parcels for which the Assigned Special Tax is greater than the Backup Tax (or for which the Backup Special Tax does not apply) is equal to \$340.06 per unit.

b. Assessor's Parcels for Which the Assigned Special Tax Is Less than the Backup Special Tax

The Fiscal Year 2000-01 Supplemental Special Tax for Assessor's Parcels for which the Assigned Special Tax is less than the Backup Tax is equal to \$340.06 per unit multiplied by one plus the percentage (expressed as a decimal) by which the Backup Special Tax is greater than the Assigned Special Tax for each such Assessor's Parcel.

2. Increase in the Supplemental Special Tax

On July 1, 2001 and on July 1 of each Fiscal Year thereafter, the Supplemental Special Tax shall be increased by an amount equal to two percent (2%) of the Supplemental Special Tax for the previous Fiscal Year.

3. Termination of the Supplemental Special Tax

If the Notes are paid on or before maturity with the proceeds of long term Bonds issued by CFD No. 98-1, the CFD Administrator shall, within 30 days of the issuance of such Bonds, determine whether the total estimated Assigned Special Taxes plus Backup Special Taxes that can be levied in each Fiscal Year (based on the Development Projection) generate Special Tax revenues at least equal to the sum of (a) 110% of debt service on Outstanding Bonds in the calendar year commencing in such Fiscal Year, plus (b) an allowance for Administrative Expenses of \$30,000 per Fiscal Year, escalated by two percent per year beginning in Fiscal Year 2001-02.

If the CFD Administrator determines that such Special Tax revenues are at least equal to the sum of the amounts described in the preceding paragraph then, as of the date of such determination the Supplemental Special Tax shall terminate, and the obligation of any Assessor's Parcels to pay the Supplemental Special Tax in any future Fiscal Year shall cease. Otherwise, the Supplemental Special Tax shall remain in effect throughout the remaining term of the Special Tax.

F. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2000-01 and for each following Fiscal Year the Special Tax shall be levied as follows:

First: Prior to the date on which it is determined by the Board that no additional Bonds will be issued for CFD No. 98-1, the Special Tax shall be levied on each Assessor's Parcel of Developed Property at 100% of the applicable Assigned Special Tax. After the date on which it is determined by the Board that no additional Bonds will be issued for CFD No. 98-1, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax to the extent necessary to satisfy the Special Tax Requirement;

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the Maximum Special Tax for Undeveloped Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Developed Property for which the Backup Special Tax is greater than the Assigned Special Tax shall be increased in equal percentages from the Assigned Special Tax up to the Backup Special Tax for each such Assessor's Parcel;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then, so long as the Supplemental Special Tax has not terminated pursuant to Section E above, the levy of the Special Tax on each Assessor's Parcel for which the Supplemental Special Tax is applicable shall be increased in equal percentages from the Assigned Special Tax or Backup Special Tax up to the Maximum Special Tax for each such Assessor's Parcel;

Fifth: If additional monies are needed to satisfy the Special Tax Requirement after the first four steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Non-Residential Property or Taxable Public Property at up to the Maximum Special Tax for Taxable Non-Residential Property or Taxable Public Property.

Notwithstanding the above, under no circumstances will the Special Tax levied against any Assessor's Parcel of Developed Property for which an occupancy permit for private residential use has been issued be increased by more than ten percent as a consequence of delinquency or default by the owner of any other Assessor's Parcel within the CFD.

G. EXEMPTIONS

No Special Tax shall be levied on Property Owner Association Property, and up to 60 gross Acres of Non-Residential Property and 50 gross Acres of Public Property. Tax-exempt status will be irrevocably assigned by the CFD Administrator in the chronological order in which property becomes Property Owner Association Property, Public Property or Non-Residential Property. However, should an Assessor's Parcel no longer be classified as Property Owner Association Property, Non-Residential Property, or Public Property, its tax-exempt status will be revoked.

Non-Residential Property or Public Property that is not exempt from Special Taxes under this section shall be subject to the levy of the Special Tax and shall be taxed Proportionately as part of the fifth step in Section F above, at up to 100% of the applicable Maximum Special Tax for Taxable Non-Residential Property or Taxable Public Property.

H. REVIEW/APPEAL COMMITTEE

The Board shall establish as part of the proceedings and administration of CFD No. 98-1 a special three-member Review/Appeal Committee. Any landowner or resident who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may file a notice with the Review/Appeal Committee appealing the amount of the Special Tax levied on such Assessor's Parcel. The Review/Appeal Committee shall interpret this Rate and Method of Apportionment and make determinations relative to the annual administration of the Special Tax and any landowner or resident appeals, as herein specified. The decision of the Review/Appeal Committee shall be final and binding as to all persons.

I. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 98-1 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

J. PREPAYMENT OF SPECIAL TAX

The following definition applies to this Section J:

"Construction Fund" means the account (regardless of its name) identified in the Indenture to hold funds which are currently available for expenditure to acquire or construct public facilities eligible under the Act.

"Outstanding Bonds" means all previously issued bonds which remain outstanding after the first interest and/or principal payment date following the current Fiscal Year.

"Previously Issued Bonds" means all CFD No. 98-1 Bonds that have been issued by CFD No. 98-1 prior to the date of prepayment.

1. Prepayment in Full

Only an Assessor's Parcel of Developed Property or Undeveloped Property for which a building permit has been issued may be prepaid. The Special Tax obligation applicable to an Assessor's Parcel in CFD No. 98-1 may be prepaid and the obligation of the Assessor's Parcel to pay any Special Tax permanently satisfied as described herein, provided that a prepayment may be made with respect to a particular Assessor's Parcel only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. The CFD Administrator may charge a

reasonable fee for providing this figure. Prepayment must be made not less than 45 days prior to any redemption date for CFD No. 98-1 Bonds to be redeemed with the proceeds of such prepaid Special Taxes.

The Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
less	<u>Capitalized Interest Credit</u>
Total: equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated as follows:

Paragraph No.:

1. For Assessor's Parcels of Developed Property, compute the Assigned Special Tax the Backup Special Tax, and the Supplemental Special Tax for the Assessor's Parcel to be prepaid. For Assessor's Parcels of Undeveloped Property for which building permits have already been issued, compute the Assigned Special Tax, the Backup Special Tax, and the Supplemental Special Tax for the Assessor's Parcel to be prepaid as though it were already designated as Developed Property;
2. (a) Divide the Assigned Special Tax plus the Supplemental Special Tax computed pursuant to paragraph 1 for such Assessor's Parcel, by the estimated Assigned Special Taxes plus Supplemental Special Taxes for the entire CFD No. 98-1 based on the Developed Property Assigned Special Taxes and Supplemental Special Taxes which could be charged in the current Fiscal Year on all expected development through buildout of CFD No. 98-1, excluding any Assessor's Parcels which have been prepaid; and

(b) Divide the Backup Special Tax computed pursuant to paragraph 1 for such Assessor's Parcel by the Maximum Special Taxes for the entire CFD No. 98-1 based on the Developed Property Maximum Special Taxes which could be charged in the current Fiscal Year on all expected development through buildout of CFD No. 98-1, excluding any Assessor's Parcels which have been prepaid.
3. Multiply the larger quotient computed pursuant to paragraph 2(a) or 2(b) by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "*Bond Redemption Amount*").
4. Multiply the Bond Redemption Amount computed pursuant to paragraph 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the "*Redemption Premium*").

5. Compute the amount needed to pay interest on the Bond Redemption Amount to be redeemed from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds.
6. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.
7. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.
8. Compute the minimum amount the CFD Administrator expects to derive from the reinvestment of the Prepayment Amount less the Administrative Fees and Expenses from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the prepayment.
9. Add the amounts computed pursuant to paragraphs 5 and 7 and subtract the amount computed pursuant to paragraph 8.
10. Compute the net present value of the amount computed pursuant to paragraph 9, using as a discount rate the rate of return assumed by the CFD Administrator in paragraph 8 (the "*Defeasance Amount*").
11. The administrative fees and expenses of CFD No. 98-1 are as calculated by the CFD Administrator and include the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "*Administrative Fees and Expenses*").
12. If reserve funds for the Outstanding Bonds, if any, are at or above 100% of the reserve requirement (as defined in the Indenture) on the prepayment date, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "*Reserve Fund Credit*"). No Reserve Fund Credit shall be granted if reserve funds are below 100% of the reserve requirement.
13. If any capitalized interest for the Outstanding Bonds will not have been expended as of the first bond interest and/or principal payment date following the current Fiscal Year, a capitalized interest credit shall be calculated as a reduction in the capitalized interest fund, for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "*Capitalized Interest Credit*").
14. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 3, 4, 10, and 11, less the amounts computed pursuant to paragraphs 12 and 13 (the "*Prepayment Amount*").

From the Prepayment Amount, the amounts computed pursuant to paragraphs 3, 4, 10, 12 and 13 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to paragraph 11 shall be retained by CFD No. 98-1.

The Prepayment Amount may be sufficient to redeem other than a \$5,000 increment of CFD No. 98-1 Bonds. In such cases, the increment above \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of Outstanding Bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined under paragraph 7 (above), the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid in full in accordance with this Section I.1., the Board shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Taxes and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Special Tax (including any Backup Special Tax) shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Maximum Special Taxes that may be levied on Taxable Property within CFD No. 98-1 both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.

2. Prepayment in Part

The Special Tax on an Assessor's Parcel of Developed Property and an Assessor's Parcel of Undeveloped Property for which a building permit has been issued may be partially prepaid. The amount of the prepayment shall be calculated as in Section J.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = P_E \times F.$$

These terms have the following meaning:

PP = the partial prepayment

P_E = the Prepayment Amount calculated according to Section J

F = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax.

A partial prepayment of Special Taxes shall be permitted only if all Assessor's Parcels within a Final Subdivision Map are prepaid uniformly. A prospective seller of the Assessor's Parcels within a Final Subdivision Map shall notify the CFD Administrator at least ninety (90) days prior to close of the first escrow for a dwelling unit within that Final Subdivision Map of (i) such prospective seller's intent to partially prepay the Special Tax on all of the Assessor's Parcels within the Final Subdivision Map, (ii) the percentage by which the Special Tax shall be prepaid, and (iii) the company or agency that will be acting as the escrow agent. The prepayment shall be collected no later than the close of escrow of each Assessor's Parcel. The owner shall provide instructions to the escrow agent and the CFD Administrator, which instructions shall direct the escrow agent to collect the partial

prepayment of the Special Taxes as calculated pursuant to this Section J.2 and to remit this amount to CFD No. 98-1, unless such amount has been partially prepaid by such owner prior to the close of such escrow. The CFD Administrator shall provide the owner and the escrow agent with a statement of the amount required for the partial prepayment of the Special Tax for an Assessor's Parcel within thirty (30) working days of notice of the pending close of an escrow of the first residential dwelling unit in the Final Subdivision Map. The CFD Administrator may charge a reasonable fee for providing this figure.

With respect to any Assessor's Parcel that is partially prepaid, the School District shall (i) distribute the funds remitted to it according to the Indenture, and (ii) indicate in the records of CFD No. 98-1 that there has been a partial prepayment of the Special Tax and that a portion of the Special Tax with respect to such Assessor's Parcel, equal to the outstanding percentage (1.00 - F) of the remaining Maximum Special Tax, shall continue to be levied on such Assessor's Parcel pursuant to Section F.

K. TERM OF SPECIAL TAX

The Special Tax shall be levied for a period not to exceed fifty years commencing with Fiscal Year 2000-01.

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EXHIBIT C

***CFD No. 98-1 of the
Laguna Beach Unified School District***

***Special Tax Roll
Fiscal Year 2017-2018***

Exhibit C

**Laguna Beach Unified School District CFD No. 98-1
FY 2017-2018 Special Tax Levy**

APN	Tract No.	Lot No.	Building	Unit	Tax Class	FY 2017-2018 Special Tax
477-102-01	16455	43			1	\$1,257.92
477-102-02	16455	42			1	\$1,257.92
477-102-08	16455	36			1	\$1,257.92
477-102-09	16455	35			1	\$1,257.92
477-102-10	16455	34			1	\$1,257.92
477-102-11	16455	33			1	\$1,257.92
477-102-14	16455	30			1	\$1,257.92
477-102-15	16455	29			1	\$1,257.92
477-102-18	16455	14			1	\$1,257.92
477-102-19	16455	13			1	\$1,257.92
477-102-20	16455	12			1	\$1,257.92
477-102-21	16455	11			1	\$1,257.92
477-102-22	16455	10			1	\$1,257.92
477-102-23	16455	9			1	\$1,257.92
477-102-25	16455	7			1	\$1,257.92
477-102-26	16455	6			1	\$1,257.92
477-102-27	16455	5			1	\$1,257.92
477-102-28	16455	4			1	\$1,257.92
477-102-29	16455	3			1	\$1,257.92
477-102-30	16455	2			1	\$1,257.92
477-102-31	16455	1			1	\$1,257.92
477-102-49	16455	31, 32			1	\$1,257.92
477-102-50	16455	40, 41			1	\$1,257.92
477-102-53	16455	37,38,39			1	\$1,257.92
477-171-09	15850	20			3	\$723.00
477-171-10	15850	19			3	\$723.00
477-171-11	15850	18			3	\$723.00
477-171-12	15850	17			3	\$723.00
477-171-13	15850	16			3	\$723.00
477-171-14	15850	15			3	\$723.00
477-171-15	15850	14			3	\$723.00
477-171-16	15850	13			3	\$723.00
477-171-17	15850	1			3	\$723.00
477-171-18	15850	2			3	\$723.00
477-171-19	15850	3			3	\$723.00
477-171-20	15850	4			3	\$723.00
477-171-21	15850	5			3	\$723.00
477-171-22	15850	6			3	\$723.00
477-171-23	15850	7			3	\$723.00

Exhibit C**Laguna Beach Unified School District CFD No. 98-1
FY 2017-2018 Special Tax Levy**

APN	Tract No.	Lot No.	Building	Unit	Tax Class	FY 2017-2018 Special Tax
477-171-24	15850	8			3	\$723.00
477-171-25	15850	9			3	\$723.00
477-171-26	15850	10			3	\$723.00
477-171-27	15850	11			3	\$723.00
477-171-28	15850	12			3	\$723.00
477-171-29	15850	36			3	\$723.00
477-171-30	15850	35			3	\$723.00
477-171-31	15850	34			3	\$723.00
477-171-32	15850	33			3	\$723.00
477-171-33	15850	32			3	\$723.00
477-171-34	15850	31			3	\$723.00
477-171-35	15850	30			3	\$723.00
477-171-36	15850	29			3	\$723.00
477-171-37	15850	28			3	\$723.00
477-171-38	15850	27			3	\$723.00
477-171-39	15850	26			3	\$723.00
477-171-40	15850	25			3	\$723.00
477-171-41	15850	24			3	\$723.00
477-171-42	15850	23			3	\$723.00
477-171-43	15850	22			3	\$723.00
477-171-44	15850	21			3	\$723.00
477-181-01	15817	13			2	\$1,002.38
477-181-02	15817	14			2	\$1,002.38
477-181-03	15817	15			2	\$1,002.38
477-181-04	15817	16			2	\$1,002.38
477-181-05	15817	17			2	\$1,002.38
477-181-06	15817	18			2	\$1,002.38
477-181-08	15817	11			2	\$1,002.38
477-181-09	15817	10			2	\$1,002.38
477-181-10	15817	9			2	\$1,002.38
477-181-11	15817	8			2	\$1,002.38
477-181-12	15817	7			2	\$1,002.38
477-181-13	15817	6			2	\$1,002.38
477-181-18	15856	1			2	\$1,002.38
477-181-19	15856	2			2	\$1,002.38
477-181-20	15856	3			2	\$1,002.38
477-181-21	15856	4			2	\$1,002.38
477-181-22	15856	5			2	\$1,002.38
477-181-23	15856	6			2	\$1,002.38
477-181-24	15856	7			2	\$1,002.38
477-181-25	15856	8			2	\$1,002.38
477-181-31	15857	1			2	\$1,002.38

Exhibit C

**Laguna Beach Unified School District CFD No. 98-1
FY 2017-2018 Special Tax Levy**

APN	Tract No.	Lot No.	Building	Unit	Tax Class	FY 2017-2018 Special Tax
477-181-32	15857	2			2	\$1,002.38
477-181-33	15857	3			2	\$1,002.38
477-181-34	15857	4			2	\$1,002.38
477-181-35	15857	5			2	\$1,002.38
477-181-36	15857	6			2	\$1,002.38
477-181-37	15857	7			2	\$1,002.38
477-181-38	15857	8			2	\$1,002.38
477-181-39	15857	9			2	\$1,002.38
477-181-40	15857	15			2	\$1,002.38
477-191-01	15817	5			2	\$1,002.38
477-191-02	15817	4			2	\$1,002.38
477-191-03	15817	3			2	\$1,002.38
477-191-04	15817	2			2	\$1,002.38
477-191-05	15817	1			2	\$1,002.38
477-191-08	15856	9			2	\$1,002.38
477-191-09	15856	10			2	\$1,002.38
477-191-10	15856	11			2	\$1,002.38
477-191-11	15856	12			2	\$1,002.38
477-191-12	15856	13			2	\$1,002.38
477-191-13	15856	14			2	\$1,002.38
477-191-14	15856	15			2	\$1,002.38
477-191-20	15857	10			2	\$1,002.38
477-191-21	15857	11			2	\$1,002.38
477-191-22	15857	12			2	\$1,002.38
477-191-23	15857	13			2	\$1,002.38
477-191-24	15857	14			2	\$1,002.38
477-202-01	15818	15			1	\$1,257.92
477-202-02	15818	14			1	\$1,257.92
477-202-03	15818	13			1	\$1,257.92
477-202-04	15818	12			1	\$1,257.92
477-202-05	15818	11			1	\$1,257.92
477-202-06	15818	10			1	\$1,257.92
477-202-07	15818	9			1	\$1,257.92
477-202-08	15818	8			1	\$1,257.92
477-202-09	15818	7			1	\$1,257.92
477-202-10	15818	16			1	\$1,257.92
477-202-11	15818	17			1	\$1,257.92
477-202-12	15818	18			1	\$1,257.92
477-202-13	15818	19			1	\$1,257.92
477-202-14	15818	20			1	\$1,257.92
477-202-15	15818	21			1	\$1,257.92
477-202-16	15818	22			1	\$1,257.92

Exhibit C

**Laguna Beach Unified School District CFD No. 98-1
FY 2017-2018 Special Tax Levy**

APN	Tract No.	Lot No.	Building	Unit	Tax Class	FY 2017-2018 Special Tax
477-202-17	15818	23			1	\$1,257.92
477-202-18	15818	24			1	\$1,257.92
477-202-19	15818	25			1	\$1,257.92
477-202-20	15818	26			1	\$1,257.92
477-202-21	15818	27			1	\$1,257.92
477-202-22	15818	28			1	\$1,257.92
477-202-23	15818	29			1	\$1,257.92
477-202-24	15818	30			1	\$1,257.92
477-202-25	15818	31			1	\$1,257.92
477-202-26	15818	32			1	\$1,257.92
477-202-27	15818	33			1	\$1,257.92
477-203-01	15818	1			1	\$1,257.92
477-203-02	15818	2			1	\$1,257.92
477-203-03	15818	3			1	\$1,257.92
477-203-04	15818	4			1	\$1,257.92
477-203-05	15818	5			1	\$1,257.92
477-203-06	15818	6			1	\$1,257.92
477-211-01	15445	24			2	\$1,002.38
477-211-02	15445	23			2	\$1,002.38
477-211-03	15445	22			2	\$1,002.38
477-211-04	15445	21			2	\$1,002.38
477-211-05	15445	20			2	\$1,002.38
477-211-06	15445	19			2	\$1,002.38
477-211-07	15445	18			2	\$1,002.38
477-211-08	15445	17			2	\$1,002.38
477-211-09	15445	16			2	\$1,002.38
477-211-10	15445	15			2	\$1,002.38
477-211-11	15445	14			2	\$1,002.38
477-211-12	15445	13			2	\$1,002.38
477-211-13	15445	12			2	\$1,002.38
477-211-14	15445	11			2	\$1,002.38
477-211-15	15445	10			2	\$1,002.38
477-211-16	15445	9			2	\$1,002.38
477-211-17	15445	8			2	\$1,002.38
477-211-18	15445	7			2	\$1,002.38
477-211-19	15445	6			2	\$1,002.38
477-211-20	15445	5			2	\$1,002.38
477-211-21	15445	4			2	\$1,002.38
477-211-22	15445	3			2	\$1,002.38
477-211-23	15445	2			2	\$1,002.38
477-211-24	15445	1			2	\$1,002.38
477-221-01	15851	25			3	\$723.00

Exhibit C

**Laguna Beach Unified School District CFD No. 98-1
FY 2017-2018 Special Tax Levy**

APN	Tract No.	Lot No.	Building	Unit	Tax Class	FY 2017-2018 Special Tax
477-221-02	15851	26			3	\$723.00
477-221-03	15851	27			3	\$723.00
477-221-04	15851	28			3	\$723.00
477-221-05	15851	29			3	\$723.00
477-221-06	15851	30			3	\$723.00
477-221-07	15851	31			3	\$723.00
477-221-08	15851	32			3	\$723.00
477-221-09	15851	33			3	\$723.00
477-221-10	15851	34			3	\$723.00
477-221-11	15851	35			3	\$723.00
477-221-12	15851	36			3	\$723.00
477-221-13	15851	37			3	\$723.00
477-221-14	15851	38			3	\$723.00
477-221-15	15851	39			3	\$723.00
477-221-16	15851	24			3	\$723.00
477-221-17	15851	23			3	\$723.00
477-221-18	15851	22			3	\$723.00
477-221-19	15851	21			3	\$723.00
477-221-20	15851	20			3	\$723.00
477-221-21	15851	19			3	\$723.00
477-221-22	15851	18			3	\$723.00
477-221-23	15851	17			3	\$723.00
477-221-24	15851	16			3	\$723.00
477-221-25	15851	15			3	\$723.00
477-221-26	15851	14			3	\$723.00
477-221-27	15851	13			3	\$723.00
477-221-28	15851	12			3	\$723.00
477-221-29	15851	11			3	\$723.00
477-221-30	15851	10			3	\$723.00
477-221-31	15851	9			3	\$723.00
477-221-32	15851	8			3	\$723.00
477-221-33	15851	7			3	\$723.00
477-221-34	15851	6			3	\$723.00
477-221-35	15851	5			3	\$723.00
477-221-36	15851	4			3	\$723.00
477-221-37	15851	3			3	\$723.00
477-221-38	15851	2			3	\$723.00
477-221-39	15851	1			3	\$723.00
477-261-04	16455	47			1	\$1,257.92
477-261-05	16455	48			1	\$1,257.92
477-261-07	16455	50			1	\$1,257.92
477-261-10	16455	27			1	\$1,257.92

Exhibit C**Laguna Beach Unified School District CFD No. 98-1
FY 2017-2018 Special Tax Levy**

APN	Tract No.	Lot No.	Building	Unit	Tax Class	FY 2017-2018 Special Tax
477-261-11	16455	26			1	\$1,257.92
477-261-12	16455	25			1	\$1,257.92
477-261-13	16455	24			1	\$1,257.92
477-261-14	16455	23			1	\$1,257.92
477-261-15	16455	22			1	\$1,257.92
477-261-16	16456	28			1	\$1,257.92
477-261-17	16456	27			1	\$1,257.92
477-261-19	16456	25			1	\$1,257.92
477-261-22	16456	30			1	\$1,257.92
477-261-23	16456	29			1	\$1,257.92
477-261-24	16455	21			1	\$1,257.92
477-261-25	16455	20			1	\$1,257.92
477-261-26	16455	19			1	\$1,257.92
477-261-27	16455	18			1	\$1,257.92
477-261-28	16455	17			1	\$1,257.92
477-261-29	16455	16			1	\$1,257.92
477-261-31	16456	12			1	\$1,257.92
477-261-32	16456	13			1	\$1,257.92
477-261-33	16456	14			1	\$1,257.92
477-261-34	16456	15			1	\$1,257.92
477-261-35	16456	16			1	\$1,257.92
477-261-37	16456	18			1	\$1,257.92
477-261-38	16456	19			1	\$1,257.92
477-261-39	16456	20			1	\$1,257.92
477-261-47	16456	6			1	\$1,257.92
477-261-48	16456	7			1	\$1,257.92
477-261-49	16456	8			1	\$1,257.92
477-261-50	16456	9			1	\$1,257.92
477-261-51	16456	10			1	\$1,257.92
477-261-83	16456	23,24			1	\$1,257.92
477-261-84	16455	45,46			1	\$1,257.92
489-041-08	15919	1			2	\$1,002.38
489-041-09	15919	2			2	\$1,002.38
489-041-10	15919	3			2	\$1,002.38
489-041-11	15919	4			2	\$1,002.38
489-041-12	15919	5			2	\$1,002.38
489-041-13	15919	6			2	\$1,002.38
489-041-14	15919	7			2	\$1,002.38
489-041-15	15919	8			2	\$1,002.38
489-041-16	15919	9			2	\$1,002.38
489-041-17	15919	10			2	\$1,002.38
489-041-18	15919	11			2	\$1,002.38

Exhibit C

**Laguna Beach Unified School District CFD No. 98-1
FY 2017-2018 Special Tax Levy**

APN	Tract No.	Lot No.	Building	Unit	Tax Class	FY 2017-2018 Special Tax
489-041-19	15919	12			2	\$1,002.38
489-041-20	15919	13			2	\$1,002.38
489-041-21	15919	14			2	\$1,002.38
489-041-22	15919	15			2	\$1,002.38
489-041-40	16421	1			2	\$1,002.38
489-041-41	16421	2			2	\$1,002.38
489-041-42	16421	3			2	\$1,002.38
489-041-43	16421	4			2	\$1,002.38
489-041-44	16421	5			2	\$1,002.38
489-041-46	16421	6			2	\$1,002.38
489-041-47	16421	7			2	\$1,002.38
489-041-48	16421	8			2	\$1,002.38
489-041-49	16421	9			2	\$1,002.38
489-041-50	16421	10			2	\$1,002.38
489-041-51	16421	11			2	\$1,002.38
489-041-52	16421	12			2	\$1,002.38
489-041-53	16421	13			2	\$1,002.38
489-041-54	16421	14			2	\$1,002.38
489-041-55	16421	15			2	\$1,002.38
489-041-56	16421	16			2	\$1,002.38
489-041-57	16421	17			2	\$1,002.38
489-041-58	16421	18			2	\$1,002.38
489-041-59	16421	19			2	\$1,002.38
489-041-60	16421	20			2	\$1,002.38
489-041-61	16421	21			2	\$1,002.38
489-041-62	16421	22			2	\$1,002.38
489-041-63	16421	23			2	\$1,002.38
489-052-01	16431	1			2	\$1,002.38
489-052-02	16431	2			2	\$1,002.38
489-052-03	16431	3			2	\$1,002.38
489-052-04	16431	4			2	\$1,002.38
489-052-05	16431	5			2	\$1,002.38
489-052-06	16431	6			2	\$1,002.38
489-052-07	16431	7			2	\$1,002.38
489-052-08	16431	8			2	\$1,002.38
489-052-09	16431	9			2	\$1,002.38
489-052-10	16431	10			2	\$1,002.38
489-052-11	16431	11			2	\$1,002.38
489-052-12	16431	19			2	\$1,002.38
489-052-13	16431	18			2	\$1,002.38
489-052-14	16431	17			2	\$1,002.38
489-052-15	16431	16			2	\$1,002.38

Exhibit C

Laguna Beach Unified School District CFD No. 98-1
FY 2017-2018 Special Tax Levy

APN	Tract No.	Lot No.	Building	Unit	Tax Class	FY 2017-2018 Special Tax
489-052-16	16431	15			2	\$1,002.38
489-052-17	16431	14			2	\$1,002.38
489-052-18	16431	13			2	\$1,002.38
489-052-19	16431	12			2	\$1,002.38
489-052-20	16431	20			2	\$1,002.38
489-052-21	16431	21			2	\$1,002.38
489-052-22	16431	22			2	\$1,002.38
489-052-23	16431	23			2	\$1,002.38
489-052-24	16431	24			2	\$1,002.38
489-052-25	16431	25			2	\$1,002.38
489-052-26	16431	26			2	\$1,002.38
489-052-27	16431	27			2	\$1,002.38
489-052-28	16431	28			2	\$1,002.38
489-052-35	16269	1			2	\$1,002.38
489-052-36	16269	2			2	\$1,002.38
489-052-37	16269	3			2	\$1,002.38
489-052-38	16269	4			2	\$1,002.38
489-052-39	16269	5			2	\$1,002.38
489-052-40	16269	6			2	\$1,002.38
489-052-41	16269	7			2	\$1,002.38
489-052-42	16269	8			2	\$1,002.38
489-052-43	16269	9			2	\$1,002.38
489-052-44	16269	10			2	\$1,002.38
489-052-45	16269	11			2	\$1,002.38
489-052-46	16269	12			2	\$1,002.38
489-052-47	16269	13			2	\$1,002.38
489-052-48	16269	14			2	\$1,002.38
489-061-01	16422	1			2	\$1,002.38
489-061-02	16422	2			2	\$1,002.38
489-061-03	16422	3			2	\$1,002.38
489-061-04	16422	4			2	\$1,002.38
489-061-05	16422	5			2	\$1,002.38
489-061-06	16422	6			2	\$1,002.38
489-061-07	16422	7			2	\$1,002.38
489-061-08	16422	8			2	\$1,002.38
489-061-09	16422	9			2	\$1,002.38
489-061-10	16422	10			2	\$1,002.38
489-061-11	16422	11			2	\$1,002.38
489-061-12	16422	12			2	\$1,002.38
489-061-13	16422	13			2	\$1,002.38
489-061-14	16422	14			2	\$1,002.38
489-061-15	16422	15			2	\$1,002.38

Exhibit C

**Laguna Beach Unified School District CFD No. 98-1
FY 2017-2018 Special Tax Levy**

APN	Tract No.	Lot No.	Building	Unit	Tax Class	FY 2017-2018 Special Tax
489-061-16	16422	16			2	\$1,002.38
489-061-17	16422	17			2	\$1,002.38
489-061-18	16422	18			2	\$1,002.38
489-061-19	16422	19			2	\$1,002.38
489-061-20	16422	20			2	\$1,002.38
489-061-21	16422	21			2	\$1,002.38
489-061-22	16422	22			2	\$1,002.38
489-061-23	16422	23			2	\$1,002.38
489-061-24	16422	24			2	\$1,002.38
489-071-01	16409	17			2	\$1,002.38
489-071-02	16409	16			2	\$1,002.38
489-071-03	16409	15			2	\$1,002.38
489-071-04	16409	14			2	\$1,002.38
489-071-05	16409	13			2	\$1,002.38
489-071-06	16409	12			2	\$1,002.38
489-071-07	16409	11			2	\$1,002.38
489-071-08	16409	10			2	\$1,002.38
489-071-09	16409	9			2	\$1,002.38
489-071-10	16409	8			2	\$1,002.38
489-071-11	16409	7			2	\$1,002.38
489-071-12	16409	6			2	\$1,002.38
489-071-13	16409	5			2	\$1,002.38
489-071-14	16409	4			2	\$1,002.38
489-071-15	16409	3			2	\$1,002.38
489-071-16	16409	2			2	\$1,002.38
489-071-17	16409	1			2	\$1,002.38
489-071-18	16407	5			2	\$1,002.38
489-071-19	16407	4			2	\$1,002.38
489-071-20	16407	3			2	\$1,002.38
489-071-21	16407	2			2	\$1,002.38
489-071-22	16407	1			2	\$1,002.38
489-071-23	16408	1			2	\$1,002.38
489-071-24	16408	2			2	\$1,002.38
489-071-25	16408	3			2	\$1,002.38
489-071-26	16408	4			2	\$1,002.38
489-071-27	16408	5			2	\$1,002.38
489-071-28	16408	6			2	\$1,002.38
489-071-29	16408	7			2	\$1,002.38
489-071-30	16408	8			2	\$1,002.38
489-071-31	16408	9			2	\$1,002.38
489-071-32	16408	10			2	\$1,002.38
489-071-33	16408	11			2	\$1,002.38

Exhibit C

**Laguna Beach Unified School District CFD No. 98-1
FY 2017-2018 Special Tax Levy**

APN	Tract No.	Lot No.	Building	Unit	Tax Class	FY 2017-2018 Special Tax
489-071-34	16408	12			2	\$1,002.38
489-071-35	16408	13			2	\$1,002.38
489-071-36	16408	14			2	\$1,002.38
489-071-37	16408	15			2	\$1,002.38
489-071-38	16408	16			2	\$1,002.38
489-071-39	16408	17			2	\$1,002.38
489-071-40	16408	18			2	\$1,002.38
489-071-62	16427	8			2	\$1,002.38
489-071-63	16427	9			2	\$1,002.38
489-071-64	16427	10			2	\$1,002.38
489-071-65	16427	11			2	\$1,002.38
489-071-66	16427	12			2	\$1,002.38
489-071-67	16427	13			2	\$1,002.38
489-071-68	16427	14			2	\$1,002.38
489-071-69	16427	15			2	\$1,002.38
489-071-70	16427	16			2	\$1,002.38
489-081-01	16427	1			2	\$1,002.38
489-081-02	16427	2			2	\$1,002.38
489-081-03	16427	3			2	\$1,002.38
489-081-04	16427	4			2	\$1,002.38
489-081-05	16427	5			2	\$1,002.38
489-081-06	16427	6			2	\$1,002.38
489-081-07	16427	7			2	\$1,002.38
489-081-08	16427	17			2	\$1,002.38
489-081-09	16428	10			2	\$1,002.38
489-081-10	16428	9			2	\$1,002.38
489-081-11	16428	8			2	\$1,002.38
489-081-12	16428	7			2	\$1,002.38
489-081-13	16428	6			2	\$1,002.38
489-081-14	16428	5			2	\$1,002.38
489-081-15	16428	4			2	\$1,002.38
489-081-16	16428	3			2	\$1,002.38
489-081-17	16428	2			2	\$1,002.38
489-081-18	16428	1			2	\$1,002.38
489-091-01	16425	1			2	\$1,002.38
489-091-02	16425	2			2	\$1,002.38
489-091-03	16425	3			2	\$1,002.38
489-091-04	16425	4			2	\$1,002.38
489-091-05	16425	5			2	\$1,002.38
489-091-06	16425	6			2	\$1,002.38
489-091-07	16425	7			2	\$1,002.38
489-091-08	16425	8			2	\$1,002.38

Exhibit C

**Laguna Beach Unified School District CFD No. 98-1
FY 2017-2018 Special Tax Levy**

APN	Tract No.	Lot No.	Building	Unit	Tax Class	FY 2017-2018 Special Tax
489-091-09	16425	9			2	\$1,002.38
489-091-10	16425	10			2	\$1,002.38
489-091-11	16425	11			2	\$1,002.38
489-091-12	16425	12			2	\$1,002.38
489-091-13	16425	13			2	\$1,002.38
489-091-14	16425	14			2	\$1,002.38
489-091-15	16425	15			2	\$1,002.38
489-091-16	16425	16			2	\$1,002.38
489-091-17	16425	17			2	\$1,002.38
489-091-18	16425	18			2	\$1,002.38
489-091-19	16425	19			2	\$1,002.38
489-091-20	16424	1			2	\$1,002.38
489-091-21	16424	2			2	\$1,002.38
489-091-22	16424	3			2	\$1,002.38
489-091-23	16424	4			2	\$1,002.38
489-091-24	16424	5			2	\$1,002.38
489-091-25	16424	6			2	\$1,002.38
489-091-26	16424	7			2	\$1,002.38
489-091-27	16424	8			2	\$1,002.38
489-091-28	16424	9			2	\$1,002.38
489-091-29	16424	10			2	\$1,002.38
489-091-30	16424	11			2	\$1,002.38
489-091-31	16424	12			2	\$1,002.38
489-091-32	16424	13			2	\$1,002.38
489-091-33	16424	14			2	\$1,002.38
489-091-34	16424	15			2	\$1,002.38
489-091-35	16424	16			2	\$1,002.38
489-091-36	16424	17			2	\$1,002.38
489-101-01	16482	1			1	\$1,257.92
489-101-02	16482	2			1	\$1,257.92
489-101-03	16482	3			1	\$1,257.92
489-101-04	16482	4			1	\$1,257.92
489-101-05	16482	5			1	\$1,257.92
489-101-06	16482	6			1	\$1,257.92
489-101-07	16482	7			1	\$1,257.92
489-101-08	16482	8			1	\$1,257.92
489-101-09	16482	9			1	\$1,257.92
489-101-10	16482	10			1	\$1,257.92
489-101-11	16482	11			1	\$1,257.92
489-101-12	16482	12			1	\$1,257.92
489-101-13	16482	13			1	\$1,257.92
489-101-14	16482	14			1	\$1,257.92

Exhibit C

**Laguna Beach Unified School District CFD No. 98-1
FY 2017-2018 Special Tax Levy**

APN	Tract No.	Lot No.	Building	Unit	Tax Class	FY 2017-2018 Special Tax
489-101-16	16482	16			1	\$1,257.92
489-101-17	16482	17			1	\$1,257.92
489-101-18	16482	18			1	\$1,257.92
489-101-19	16482	19			1	\$1,257.92
489-101-20	16482	20			1	\$1,257.92
489-101-21	16482	21			1	\$1,257.92
489-101-22	16482	22			1	\$1,257.92
489-101-23	16482	23			1	\$1,257.92
489-101-24	16482	24			1	\$1,257.92
489-101-25	16482	25			1	\$1,257.92
489-101-26	16482	26			1	\$1,257.92
489-101-27	16482	27			1	\$1,257.92
489-101-28	16482	28			1	\$1,257.92
489-101-29	16482	29			1	\$1,257.92
489-101-45	16482	15			1	\$1,257.92
489-111-01	15918	30			1	\$1,257.92
489-111-02	15918	29			1	\$1,257.92
489-111-03	15918	28			1	\$1,257.92
489-111-04	15918	27			1	\$1,257.92
489-111-05	15918	26			1	\$1,257.92
489-111-06	15918	25			1	\$1,257.92
489-111-07	15918	24			1	\$1,257.92
489-111-08	15918	23			1	\$1,257.92
489-111-09	15918	22			1	\$1,257.92
489-111-10	15918	21			1	\$1,257.92
489-111-11	15918	20			1	\$1,257.92
489-111-12	15918	19			1	\$1,257.92
489-111-13	15918	18			1	\$1,257.92
489-111-14	15918	17			1	\$1,257.92
489-111-15	15918	16			1	\$1,257.92
489-111-16	15918	15			1	\$1,257.92
489-111-17	15918	14			1	\$1,257.92
489-111-18	15918	13			1	\$1,257.92
489-111-19	15918	12			1	\$1,257.92
489-111-20	15918	11			1	\$1,257.92
489-111-21	15918	10			1	\$1,257.92
489-111-22	15918	9			1	\$1,257.92
489-111-23	15918	8			1	\$1,257.92
489-111-24	15918	7			1	\$1,257.92
489-111-25	15918	6			1	\$1,257.92
489-111-26	15918	5			1	\$1,257.92
489-111-28	15918	3			1	\$1,257.92

Exhibit C

**Laguna Beach Unified School District CFD No. 98-1
FY 2017-2018 Special Tax Levy**

APN	Tract No.	Lot No.	Building	Unit	Tax Class	FY 2017-2018
						Special Tax
489-111-29	15918	2			1	\$1,257.92
489-111-30	15918	1			1	\$1,257.92
489-181-68	16457	23			1	\$1,257.92
935-348-14	15810	1	1	1	3	\$723.00
935-348-15	15810	1	2	2	3	\$723.00
935-348-16	15810	1	3	3	5	\$544.47
935-348-17	15810	1	3	4	5	\$544.47
935-348-18	15810	1	4	5	3	\$723.00
935-348-19	15810	1	5	6	3	\$723.00
935-348-20	15810	1	68	79	3	\$723.00
935-348-21	15810	1	69	80	3	\$723.00
935-348-22	15810	1	70	81	5	\$544.47
935-348-23	15810	1	70	82	5	\$544.47
935-348-24	15810	1	72	83	3	\$723.00
935-348-25	15810	1	71	84	3	\$723.00
935-348-26	15810	5	11	13	3	\$723.00
935-348-27	15810	5	12	14	3	\$723.00
935-348-28	15810	5	13	15	3	\$723.00
935-348-29	15810	5	14	16	3	\$723.00
935-348-30	15810	5	15	17	3	\$723.00
935-348-31	15810	5	16	18	3	\$723.00
935-348-32	15810	7	54	63	3	\$723.00
935-348-33	15810	7	55	64	3	\$723.00
935-348-34	15810	7	56	65	5	\$544.47
935-348-35	15810	7	56	66	5	\$544.47
935-348-36	15810	7	58	67	3	\$723.00
935-348-37	15810	7	57	68	3	\$723.00
935-348-38	15810	7	59	69	3	\$723.00
935-348-39	15810	7	60	70	3	\$723.00
935-348-40	15810	7	62	71	3	\$723.00
935-348-41	15810	7	61	72	3	\$723.00
935-348-42	15810	3	63	73	3	\$723.00
935-348-43	15810	3	64	74	3	\$723.00
935-348-44	15810	3	65	75	5	\$544.47
935-348-45	15810	3	65	76	5	\$544.47
935-348-46	15810	3	67	77	3	\$723.00
935-348-47	15810	3	66	78	3	\$723.00
935-348-48	15810	2	6	7	3	\$723.00
935-348-49	15810	2	7	8	3	\$723.00
935-348-50	15810	2	8	9	5	\$544.47
935-348-51	15810	2	8	10	5	\$544.47
935-348-52	15810	4	9	11	3	\$723.00

Exhibit C

**Laguna Beach Unified School District CFD No. 98-1
FY 2017-2018 Special Tax Levy**

APN	Tract No.	Lot No.	Building	Unit	Tax Class	FY 2017-2018
						Special Tax
935-348-53	15810	4	10	12	3	\$723.00
935-348-68	15810	6	17	19	3	\$723.00
935-348-69	15810	6	18	20	5	\$544.47
935-348-70	15810	6	18	21	5	\$544.47
935-348-71	15810	6	19	22	5	\$544.47
935-348-72	15810	6	19	23	5	\$544.47
935-348-73	15810	6	21	24	3	\$723.00
935-348-74	15810	6	20	25	3	\$723.00
935-348-75	15810	8	49	57	3	\$723.00
935-348-76	15810	8	50	58	3	\$723.00
935-348-77	15810	8	51	59	5	\$544.47
935-348-78	15810	8	51	60	5	\$544.47
935-348-79	15810	8	53	61	3	\$723.00
935-348-80	15810	8	52	62	3	\$723.00
935-348-81	15810	11	22	26	3	\$723.00
935-348-82	15810	11	23	27	3	\$723.00
935-348-83	15810	11	24	28	5	\$544.47
935-348-84	15810	11	24	29	5	\$544.47
935-348-85	15810	11	25	30	3	\$723.00
935-348-86	15810	11	26	31	3	\$723.00
935-348-87	15810	11	27	32	3	\$723.00
935-348-88	15810	9	41	47	5	\$544.47
935-348-89	15810	9	41	48	5	\$544.47
935-348-90	15810	9	42	49	3	\$723.00
935-348-91	15810	9	43	50	3	\$723.00
935-348-92	15810	9	44	51	3	\$723.00
935-348-93	15810	9	45	52	3	\$723.00
935-348-94	15810	9	46	53	5	\$544.47
935-348-95	15810	9	46	54	5	\$544.47
935-348-96	15810	9	47	55	3	\$723.00
935-348-97	15810	9	48	56	3	\$723.00
935-348-98	15810	12	28	33	3	\$723.00
935-348-99	15810	12	29	34	3	\$723.00
935-349-00	15810	12	30	35	5	\$544.47
935-349-01	15810	12	30	36	5	\$544.47
935-349-02	15810	12	31	37	3	\$723.00
935-349-03	15810	12	32	38	3	\$723.00
935-349-04	15810	10	33	39	3	\$723.00
935-349-05	15810	10	34	40	3	\$723.00
935-349-06	15810	10	35	41	3	\$723.00
935-349-07	15810	10	36	42	3	\$723.00
935-349-08	15810	10	37	43	3	\$723.00

Exhibit C

**Laguna Beach Unified School District CFD No. 98-1
FY 2017-2018 Special Tax Levy**

APN	Tract No.	Lot No.	Building	Unit	Tax Class	FY 2017-2018 Special Tax
935-349-09	15810	10	38	44	3	\$723.00
935-349-10	15810	10	39	45	3	\$723.00
935-349-11	15810	10	40	46	3	\$723.00
Total Number of Parcels Taxed						588
Total FY 2017-2018 Special Tax						\$579,279.84

Laguna Beach Unified School District

21. ACTION

June 27, 2017

Approval: Authorization to Renew Agreement with BrightView Landscape Maintenance for Landscape, Horticultural and Athletic Field Management Services in the Amount of \$205,128.00

Proposal

Staff proposes the Board of Education renew agreement with BrightView Landscape Maintenance for landscape, horticultural and athletic field management services in the amount of \$205,128.00.

Background

The current contract for landscape services was awarded in 2013-2014 through the competitive bidding process. The contract was awarded to Valley Crest Landscape Maintenance which was acquired this year by BrightView Landscape Maintenance. The scope is clearly defined for ongoing and routine services. Additional services for planting new trees, bushes and plants are additional, as well as non-routine tree trimming or removal. Pricing for additional services are identified for pricing under the contract.

The contract may be extended annually per contract provisions. The new monthly contract amount will be \$17,094 for the 2017-18 year.

Budget Impact

The \$205,128.00 contract will be paid from the General Fund. Additional services beyond the scope of the base contract may be provided based in the pricing identified in the initial proposal competitively bid in 2013-2014.

Recommended Action

Staff recommends the Board of Education renew agreement with BrightView Landscape Maintenance for landscape, horticultural and athletic field management services in the amount of \$205,128.00.



06.07.2017

Laguna Beach Unified School District

Re: Landscape Maintenance price increase

Dear Board of Directors:

BrightView Landscape Services, Inc. respectfully requests agreement to extend the term of the contract through the following year and price:

July 1, 2017 through June 31, 2018 for \$205,128.00 annually _____ (initial) \$17,094.00 per month

The cost above reflects a full year's maintenance for the site. We are respectfully requesting a 2.7 percent increase to cover for the inflationary pressures experienced in Southern Orange County that include: Industry wages increases 2.0% YoY, direct labor wages increases 4.4 % YoY, annual salary increases 3% YoY, industry health care premiums 5.5% YoY, and other material cost increases.

During the extension year(s), BrightView Landscape Services, Inc. will perform the same service as described in the existing contract; and payment will be made in twelve equal monthly installments of \$17,144.00 from July 1 2017 through June 31, 2018. In all other aspects the contract is hereby ratified and reaffirmed and shall remain in full force and effect, and by executing this extension each party hereto reaffirms the validity of the contract.

In addition, the parties acknowledge that ValleyCrest Landscape Maintenance, Inc. has changed its name to "BrightView Landscape Services, Inc.". The parties hereby agree that all references to the previous entity name throughout the contract shall be replaced with the new name, "BrightView Landscape Services, Inc.".

Please initial above the agreed upon term of the extension, and please sign below to acknowledge your acceptance of this extension and name change.

Please contact me with any questions at christian.galindo@brightview.com or at my cell phone listed below.

Sincerely,

Christian Galindo
Branch Manager
(949) 324-3486

BrightView Landscape Services, Inc.

Authorized representative

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Missouri, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee Texas, Virginia, Wisconsin

Amendment No. 4
Between
Laguna Beach Unified School District
and
Valley Crest Landscape Maintenance, Inc., now known as
BrightView Landscape Services, Inc.

This Amendment No. 4 between Laguna Beach Unified School District (hereinafter referred to as "District") and Valley Crest Landscape Maintenance, Inc., now known as BrightView Landscape Services, Inc. (hereinafter referred to as "Contractor") agree to amend the Agreement dated July 1, 2013 (hereinafter referred to as "Agreement") as follows:

1. District and Contractor entered into the Agreement for one (1) twelve (12) month term commencing on July 1, 2013 and ending on June 30, 2014. District and Contractor agreed to extend the Agreement for three (3) additional twelve (12) month terms, commencing July 1, 2014 through June 30, 2015, July 1, 2015 through June 30, 2016, and July 1, 2016 through June 30, 2017.

2. District and Contractor agree to extend the Agreement for the fourth and final twelve (12) month term, commencing July 1, 2017 through June 30, 2018.

3. District and Contractor agree that for the fourth and final twelve (12) month term, commencing July 1, 2017 through June 30, 2018, Valley Crest Landscape Maintenance, Inc. shall be known as BrightView Landscape Services, Inc.

4. Except as expressly amended herein, all the terms and conditions of the Agreement dated July 1, 2013, and all documents comprising the Agreement, shall in all respects be and remain in full force and effect.

Laguna Beach Unified School District

BrightView Landscape Services, Inc.

By: _____
Jeff Dixon
Assistant Superintendent, Business

By: _____
Christian Galindo
Branch Manager

Laguna Beach Unified School District

22. ACTION

June 27, 2017

Approval: Award of Contract for Soils/Materials Testing and Inspections Services for the installation of Three Modular Buildings and Music Building Addition at Top of the World Elementary School to MTGL, Inc. in the Amount of \$9,225.00

Proposal

Staff proposes the Board of Education award a contract for Soils/Materials Testing and Inspections Services for the installation of Three Modular Buildings and Music Building Addition at Top of the World Elementary School to MTGL, Inc. in the Amount of \$9,225.00.

Background

The Board of Education awarded a contract to American Modular Systems to Purchase Gen7 Sustainable Buildings based on Biggs Unified School District's piggyback purchasing bid, known as the High Performance Facilities Contract, in the amount of \$1,174,348.28 at the regular April 26, 2016 board meeting. The purchase of the Gen 7 buildings did not include the site work or utility relocations required for the project.

In addition, the Board approved an architectural services agreement with Ruhnau Ruhnau Clarke Architects to provide Architectural/Engineering Services related to the site work associated with replacing existing portables with three (3) modular buildings and adding a music building at Top of the World Elementary School at the October 24, 2016 regular meeting. Soils/Materials testing and Inspection is required to fulfill contract compliance.

Accordingly, the District solicited proposals from three Material testing and Inspection firms. Two firms submitted proposals for this project:

- MTGL, Inc. - \$9225.00
- Leighton Consulting, Inc. - \$19,440.00

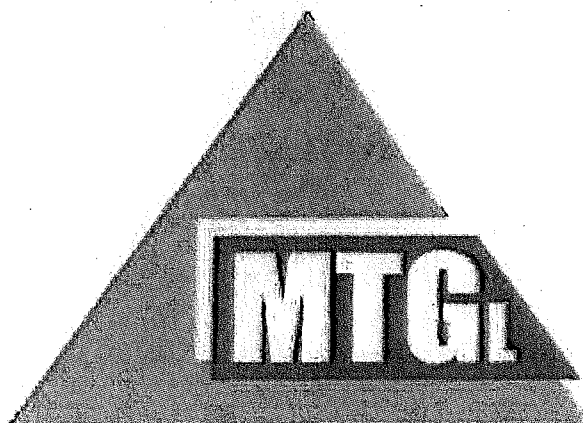
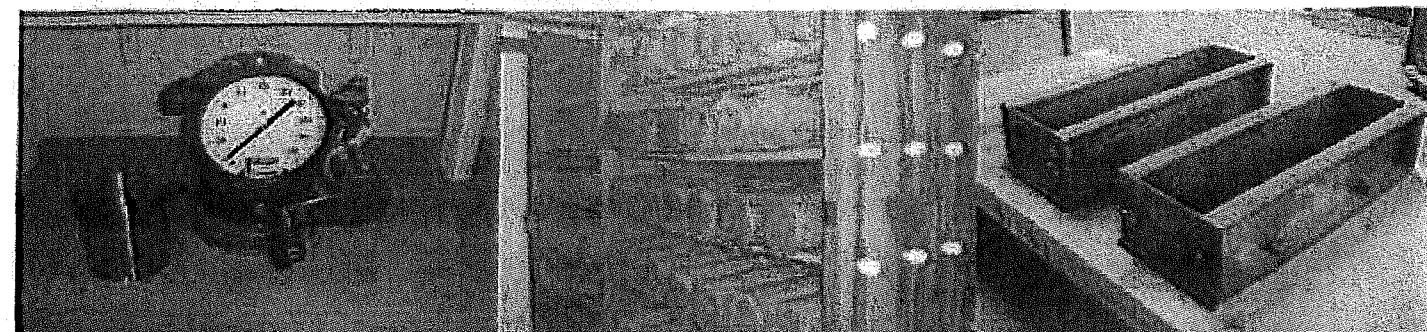
The proposals were carefully reviewed and MTGL, Inc., submitted the lowest responsive proposal for the necessary Soils/Materials testing and Inspection services.

Budget Impact

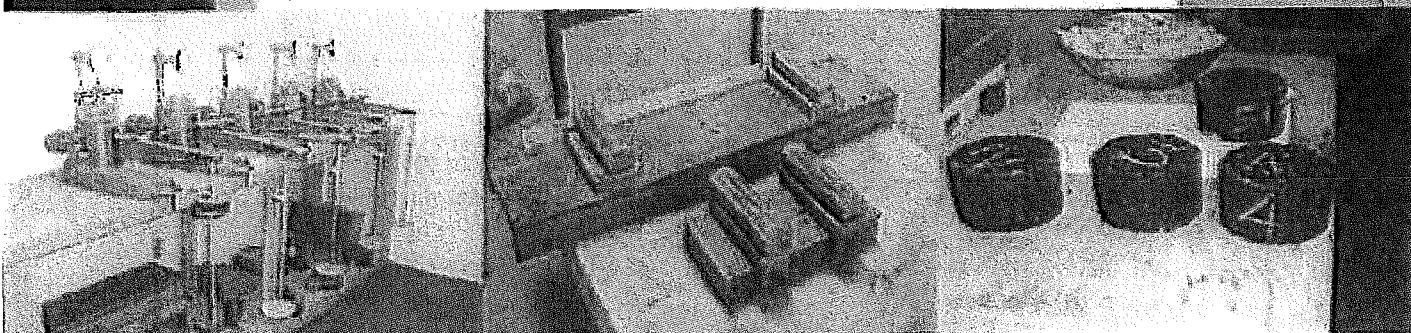
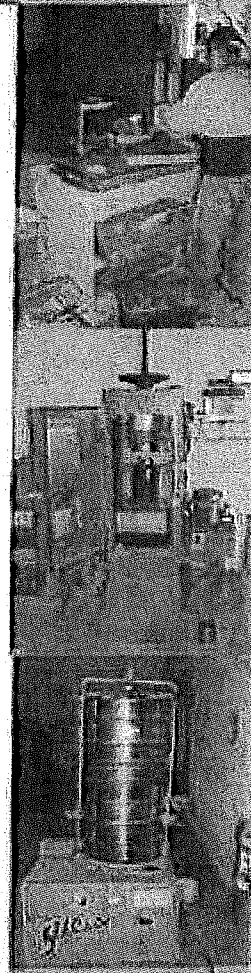
The budget impact for the Soils/Materials testing and Inspection services required to replace the existing portables with three (3) modular buildings and adding a music building at Top of the World Elementary School is \$9,225.00 and will be paid from the Special Reserve for Capital Improvement Plan (Fund 4042).

Recommended Action

Staff recommends the Board of Education award a contract for Soils/Materials Testing and Inspections Services for the installation of Three Modular Buildings and Music Building Addition at Top of the World Elementary School to MTGL, Inc. in the Amount of \$9,225.00.



"Providing Value in Quality Control"



Geotechnical, Materials Testing and Special Inspection Services
for: **MTGL, Inc.**

Presented by Steven Koch



SECTION 5 | DSA CREDENTIALS AND REQUIREMENTS

MTGL, Inc.

LEA 198

TESTING SERVICES ACCEPTED		INSPECTION SERVICES ACCEPTED
Earthwork/Lab	Earthwork/Field	Earthwork
<input checked="" type="checkbox"/> Soil	<input checked="" type="checkbox"/> Soil Compaction	<input checked="" type="checkbox"/> Fill Placement
<input checked="" type="checkbox"/> Aggregate		<input checked="" type="checkbox"/> Foundation
<input checked="" type="checkbox"/> Asphalt Concrete		<input checked="" type="checkbox"/> Caissons/Piles
Reinforcing Steel		Reinforcing Steel
<input checked="" type="checkbox"/> Re-Bar Tension and Bend		<input checked="" type="checkbox"/> Welding
<input checked="" type="checkbox"/> Multi-Wire Strand		
<input type="checkbox"/> Chemical Analysis		Concrete
Concrete		<input checked="" type="checkbox"/> Batch Plant
<input checked="" type="checkbox"/> Making / Curing Specimens		<input checked="" type="checkbox"/> Re-Bar and Concrete Sampling
<input checked="" type="checkbox"/> Drilled Cores / Beams		<input type="checkbox"/> Pre-Stressed Concrete
<input checked="" type="checkbox"/> Compressive Strength		<input type="checkbox"/> Shotcrete
<input checked="" type="checkbox"/> Length Change		<input type="checkbox"/> Fiber Reinforced Concrete
<input checked="" type="checkbox"/> Flexural Strength		<input type="checkbox"/> Epoxy Injection
<input checked="" type="checkbox"/> Lightweight Concrete		<input type="checkbox"/> Reinforced Gypsum
<input checked="" type="checkbox"/> Mix Design Review		<input checked="" type="checkbox"/> Post Installed Anchors
<input checked="" type="checkbox"/> Splitting Tensile		Masonry
Post Installed Anchors		<input checked="" type="checkbox"/> Batch Plant
<input checked="" type="checkbox"/> Torque	<input checked="" type="checkbox"/> Proof Load	<input checked="" type="checkbox"/> Masonry Placement
		<input checked="" type="checkbox"/> Post Installed Anchors
Masonry		Structural Metals
<input checked="" type="checkbox"/> Making / Curing Specimens		<input checked="" type="checkbox"/> Welding
<input checked="" type="checkbox"/> Grout Compressive Strength		<input checked="" type="checkbox"/> High Strength Bolting
<input checked="" type="checkbox"/> Prism Compressive Strength		<input type="checkbox"/> Spray-Applied Fireproofing
<input checked="" type="checkbox"/> Unit Compr. Strength	<input checked="" type="checkbox"/> Absorption	
<input checked="" type="checkbox"/> Dimensions	<input checked="" type="checkbox"/> Masonry Shear	
<input checked="" type="checkbox"/> Drying Shrinkage		Other Inspection Services:
Metals/Lab	Metals/Field-N.D.T	
Structural Steel	<input checked="" type="checkbox"/> Liquid Penetrant	
<input checked="" type="checkbox"/> Tension	<input checked="" type="checkbox"/> Magnetic Particle	
<input checked="" type="checkbox"/> Bend	<input checked="" type="checkbox"/> Ultrasonic	
<input checked="" type="checkbox"/> Density of SFRM		
High Strength Bolt	<input type="checkbox"/> Radiographic	Other Tests:
<input checked="" type="checkbox"/> Tension		
<input checked="" type="checkbox"/> Hardness		
<input type="checkbox"/> Charpy V - Notch		
Roofing		
<input checked="" type="checkbox"/> Tiles	<input type="checkbox"/> Built-Up	

Approved by:  Date: June 20, 2018

Division of the State Architect LEA Acceptance for MTGL, Inc., LEA# 198 is effective until
April 9, 2020.

1102 Q Street Suite 5100 • Sacramento, California 95811 • (916) 445-8100



GROSSMONT COLLEGE PARKING STRUCTURE

8800 Grossmont College Drive
El Cajon, California



**GROSSMONT
COLLEGE**

Client: Grossmont-Cuyamaca Community
College District
8800 Grossmont College Drive
El Cajon, CA 92020

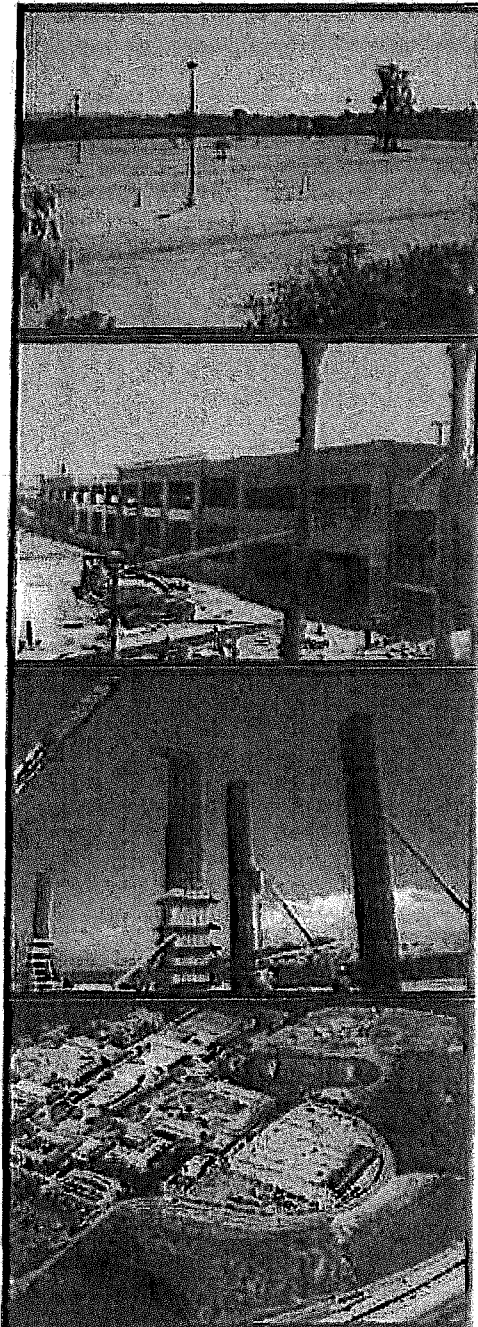
Contact: Mr. Bill Walden
(760) 497-8139

Construction: August 2011 – April 2012

Cost: \$ 24.5 million

The Grossmont College Parking Structure project provides 1,431 parking spaces in nearly 403,000 square feet of space. This three-level structure includes an attached 3,200 square foot facility for the Public Safety Offices and features sections of metal trellises, stucco, and brick veneer on the external façade. Two pedestrian bridges will connect the main campus to the parking structure.

MTGL provided the Material Inspections and Laboratory Testing Services for the Grossmont College Parking Structure project. This included testing and inspection of structural concrete, post tensioning, masonry, steel and fireproofing along with Laboratory Testing of cylinders, block, and testing of post tension cables.



CUYAMACA COLLEGE

Science & Technology Mall
900 Rancho San Diego Parkway
El Cajon, California

Client: Grossmont-Cuyamaca
College District
8800 Grossmont College Dr.
El Cajon, CA 92020

Contact: Aaron Golde
(619) 660-4680

**Program
Manager:** Gafcon, Inc.
8800 Grossmont College Dr.
El Cajon, CA 92020

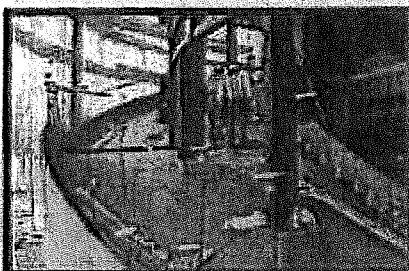
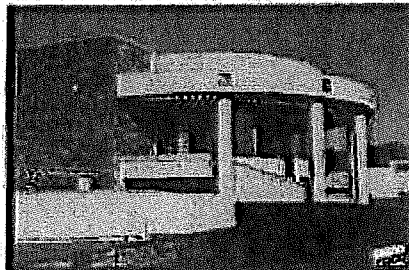
**General
Contractor:** Rudolph & Sletten
10955 Vista Sorrento Pkwy.
Suite 100
San Diego, CA 92130

Construction: July 2010 – January 2012

Cost: \$ 25 Million

The Cuyamaca College Science and Technology Mall project consists of a new 58,688 square-foot, two-story building that will house ten new classrooms and eleven new laboratories in a unique, mall-like environment anchored by a ground floor, open access computer center. Computer labs will be located on the ground floor, while science labs will occupy the second floor. Additionally planned are 28 faculty offices as well as offices for instructional computing staff, lab techs and support staff. Located adjacent to the existing lab core of the campus, the new science and technology building will be close to the campus utility functions and other support services.

MTGL performed the Geotechnical, Material Inspections and Laboratory Testing Services for the Science and Technology Mall. This included soils testing during construction as well as masonry, concrete and structural steel testing and inspection.



University of California, San Diego

North Campus Housing

La Jolla, California

Owner: University of California, San Diego
9500 Gilman Drive
San Diego, CA 92037

Client

Contact: Al Alarcon
(858)-518-5737

General

Contractor: Turner Construction Company

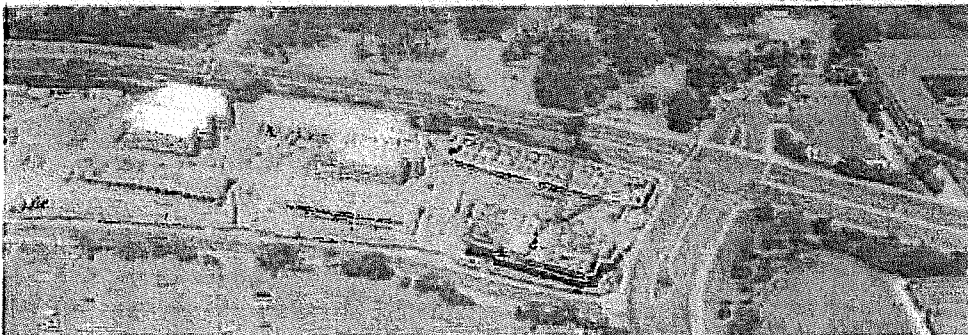
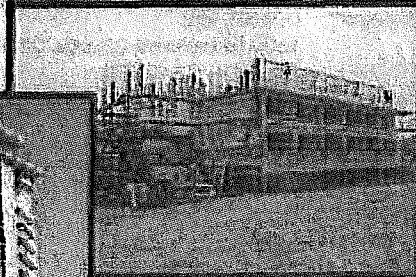
Cost: \$ 122 million

Construction: March 2010 - 2013

Project Summary:

North Campus Housing designed by Carrier Johnson is one of the largest projects on the USCD Campus. The 14 story high rise tower takes advantage of the incredible ocean views La Jolla has to offer. Once completed, the project was awarded the "2009 Build San Diego Award" from the Associated General Contractors - San Diego Chapter.

All 146 of the two, three, and four bedroom apartment-style units will be constructed to LEED Silver energy efficiency standards. The North Campus housing project is also being constructed with green building materials, including steel framing rather than wood. Energy efficient boilers and glazing as well as "green" flooring, cabinetry and paint will be installed. The parking lot that previously sat on the site was ground up and used in the new foundations.



SECTION 4 | PROJECT REFERENCES

PALOMAR COMMUNITY COLLEGE Geotechnical Investigation Library – Learning Resource Center 1140 West Mission Road – San Marcos, California

Client/ Owner: Palomar Community College
1140 West Mission Road
San Marcos, CA 92069

General Manager: Gafcon, Inc.
8800 Grossmont College Drive
El Cajon, CA 92020

Contact: Mr. Chris Miller
(619) 644-7583

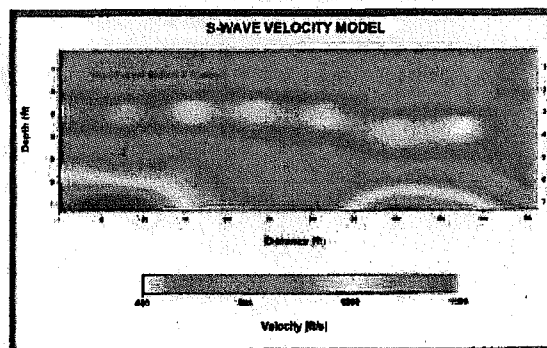
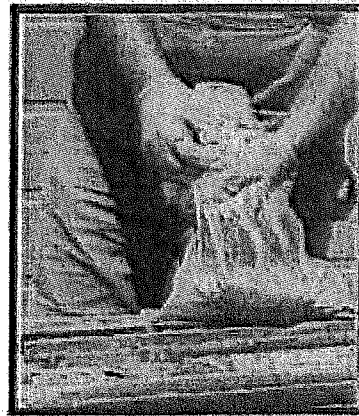
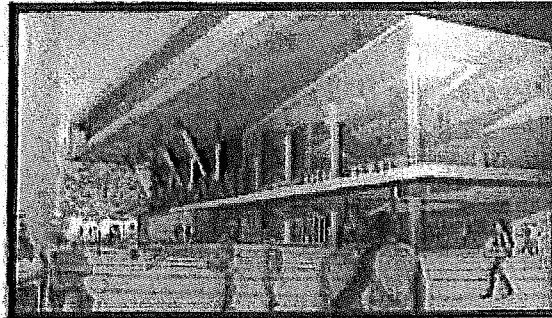
Construction: Planned for 2013

Area: 85,000 Square Feet

Project Summary:

Library Learning Resource Center – Prominent on campus, this 4-story LEED-Gold library will include tutoring, academic computing center, office and classroom spaces along with associated support facilities. The building will feature a 4-story atrium with cantilevered featured stairway and automatic operable windows in 3-story curtain wall system.

MTGL performed a geotechnical investigation in accordance with DSA requirements for this project. Field work included drilling the site with a hollow-stem auger drill rig and performing a seismic refraction survey. Laboratory testing include direct shear, corrosivity, sulfate for concrete degradation, max density and others to aid in our geotechnical analysis. Recommendations for design criteria provided included site preparation/grading, foundation, slab-on-grade, flatwork and retaining walls. Seismic design parameters were also provided.



DEREK TIPPS, SENIOR FIELD TECHNICIAN

EDUCATION **San Diego State University – Inspection Courses for Reinforced Concrete**

CERTIFICATIONS

- ICC Soil Special Inspector
- ACI - Concrete Field Testing Technician, Grade I
- ACI - Concrete Assistant Teacher
- CPN - Radiation Safety & Use of Nuclear Gauge
- ETAC - Hazardous Material & Waste Transportation
- OSHA Certified – Construction Safety And Health
- FACE Certified – Floor Flatness & Levelness Testing
- Los Angeles International Airport Security Clearance
- CQC Certificate #784 – U.S. Army Corps of Engineers
- Caltrans Certified
- CTM 125 – Sampling Material AC, Aggregate & Misc.
- CTM 216 – Relative Compaction
- CTM 226 – Moisture Content of Soil
- CTM 231 – R. Compaction (N. Gauges)
- CTM 375 – Relative Compaction of AC
- CTM 504 – PCC Air Content
- CTM 518 – PCC Unit Weight
- CTM 533 – Kelly Ball PCC
- CTM 539 – Sampling Fresh Concrete
- CTM 540 – Making Concrete Cylinders
- CTM 556 – Slump of Fresh PCC
- CTM 557 – Temperature of Fresh PCC

PROFESSIONAL SUMMARY

Mr. Tipps has been in the construction industry performing Material Testing and Inspection since 1999. He is proficient in mass-grading observation and testing, identification of formational materials, soil classification, AC placement, Marshall, Maximum Density, Batch Plant Inspection, pull and torque testing of anchor bolts and ceiling wires. Mr. Tipps also performs laboratory testing on soils and compressive strength testing of structural materials.

PROJECT EXPERIENCE

- SR 74/215 Interchange Project; Riverside, CA
- Encina Wastewater Facility; Carlsbad, CA
- Skinner O'Zone Retrofit; Winchester, CA
- Helix Water District – Pipeline Projects; La Mesa, CA
- Carlsbad Sewer & Stormdrain Relocation; Carlsbad, CA
- City of La Mesa – Subsurface Explorations; El Cajon, CA
- Oceanside Pier Resort; Oceanside, CA
- Sharp Mary Birch Women's Center Expansion; San Diego, CA
- Gateway to America Border Exit; Calexico, CA
- Lowe's Home Improvement Center; Murrieta, CA
- Oceanside Science and Technology Center; Oceanside, CA
- Padres P1 Parking Structure; San Diego, CA
- MTDB Light Rail Transit Station & SDSU Tunnel; San Diego, CA
- San Luis Rey River Crossing; Oceanside, CA



DARLINO EBUENGAN, FIELD TECHNICIAN

- B.S., Civil Engineering, Adamson University, Manila, Philippines

CERTIFICATIONS

- ICC Soil Special Inspector
- ACI - Concrete Field Testing Technician, Grade I
- CPN - Radiation Safety & Use of Nuclear Gauge
- OSHA Training & Compliance Certification
- MTS Rail Roadway Worker Safety Training
- NCTD Contractor Safety Training
- Caltrans Certified
 - CTM 125 - Sampling Materials (AC)
 - CTM 125 - Sampling Materials (AGG.)
 - CTM 231 - Relative Compaction (Nuclear)
 - CTM 375 - Relative Compaction (AC)
 - CTM 504 - PCC Air Content
 - CTM 518 - PCC Unit Weight
 - CTM 533 - Kelly Ball PCC
 - CTM 539 - Sampling Fresh Concrete
 - CTM 540 - Making Concrete Cylinders
 - CTM 556 - Slump of Fresh PCC
 - CTM 557 - Temperature of Fresh PCC

PROFESSIONAL SUMMARY

Mr. Ebuengan has been in the construction business since 1995 with experience on a variety of construction projects around the world. His experience includes engineering design, construction management and testing and inspection services. Experience as a construction field technician includes working from drawings, specifications and soil reports. Perform standard testing methods both in the field and laboratory.

PROJECT EXPERIENCE

- Laurel E.S. Slope Remediation & Flood Control; Oceanside, CA
- Oceanside High School Music Building, Oceanside, CA
- Oceanside High School Classroom Building & Parking Lot, Oceanside, CA
- San Elijo Elementary School - 2 Story Classroom Building; San Marcos, CA
- Grossmont USD District Office; San Diego, CA
- La Costa Canyon Parking Lot Solar; La Costa, CA
- Rancho Bernardo High School Alterations; San Diego, CA
- Lifetime Montessori School; San Diego, CA
- Palomar College Learning Center; San Marcos, CA
- Palomar College Humanities Building; San Marcos, CA
- Grossmont College Modular Village; El Cajon, CA
- Linda Vista/Claremont College, Claremont, CA



CORY NUNES, VISUAL STEEL INSPECTOR/NON-DESTRUCTIVE INSPECTOR

CERTIFICATIONS

- ASNT Level III Courses (11 Basic Methods, Ultrasonic Testing, Magnetic Particle Testing, and Dye Penetrant Testing- Current
- CWI Certified in AWS D1.1
- ICC Structural Steel Welding and Bolting Certified
- Pressure Leak Testing Certification- Level II
- Vacuum Box Leak Testing Certification- Level II
- Dye-Penetrant Testing Certification- Level II
- Magnetic Particle Testing Certification- Level II
- Ultrasonic Testing Certification- Level II
- Air Purifying Respirator Class- Cal-OSHA requirement
- California State University of San Bernardino, CA- Business Economics
- Victor Valley College, CA- Gas Metal Arc Welding
- Victor Valley College, CA- Tig Arc Welding

PROFESSIONAL SUMMARY

Mr. Nunez is highly organized, detailed, and thorough oriented person, professionally skilled in welding inspection with multiple computer applications such as Microsoft Office, Excel, and Word and Apple Technologies. Performs documentation; reviews multiple Nondestructive Testing Reports, visual inspecting reports, welding certifications and WPS's; and electronically organizes and tracks all parts through iPad application(s) and develops on the spot transferring of spreadsheet data, reports, and electronic signatures for easy access to personnel. He conducts continuous inspection of the above NDT methodologies with an emphasis on CWI and ICC structural steel welding and bolting. Mr. Nunes has been an employee with MTGL since 2011.

EXPERIENCE

- Paramount High School Phase IV
- Project: Antelope Valley College- Health and Science Building
- Blair Middle School
- Antelope Valley College- Building 400
- Diamond Bar High School – Aquatics Center
- LA Mission College – Media Art Center
- Edison Language Academy – Modernization
- Cresson Elementary – Lunch Shelter
- Hunt Elementary School – Modernization
- Sierra High School – Alterations
- Alessandro Elementary School
- Foothill High School – Gymnasium
- C.E. UTT Middle School – Addition to Multipurpose building
- Currie Middle School – Multipurpose building



CONNIESUE DICKINSON, SPECIAL INSPECTOR - WELDING

EDUCATION

- Mt. San Antonio Community College; Walnut, CA
- Joint Apprenticeship (Steamfitter Local 250)
- Harbor Coast College - Welding Inspector

CERTIFICATIONS

- AWS - Certified Welding Inspector No. 95070121
- ICBO Special Inspector - Structural Steel & Welding No. 1104120-85
- City of San Diego Special Inspector No. 840: Structural Steel & Welding
- SMAW - Shielded Metal Arc Welding
- GTAW - Gas Tungsten Arc Welding

PROFESSIONAL SUMMARY

Ms. Dickinson has over 30 years of strong and diverse welding experience. She has proficient knowledge of codes for CBC, FEMA 350, UBC and ASTM and current in FEMA regulations for moment resisting frame construction. She is capable of working under emergency and or high pressure situations and applies the highest industry standards for union and public contact work. Her experiences include California school projects (Title 24), B2 Bomber, Space Shuttle Discovery, Waste Water Treatment Plants, Petrochemical Plants, Co-Generation Plants, Chemical Plants and other hazardous operations.

PROJECT EXPERIENCE

- San Dieguito Academy - Performing Arts Center; Encinitas, CA
- San Dieguito Academy - Media Center & Library; Encinitas, CA
- Oceanside HS Music Building; Oceanside, CA
- San Elijo ES - Shade Structure; San Marcos, CA
- High Tech High School; San Marcos, CA
- San Marcos New Elementary School #2; San Marcos, CA
- Poway High School Cricket Communications Cell Site; Poway, CA
- Valley Elementary School; Poway, CA
- Midland Elementary School; Poway, CA
- Garden Road Elementary School - Relocation, Modernization; Poway, CA
- Mesa Verde Elementary School; Poway, CA
- Park Village Elementary School; Poway, CA
- Highland Ranch Elementary School; Poway, CA
- Rancho Bernardo High School - Music Center; Poway, CA
- Steele Canyon High School; Jamul, CA
- San Diego Unified School District - Various Schools; San Diego, CA
- Linda Vista / Clairemont Campus; San Diego, CA
- Cuyamaca College - Student Center; El Cajon, CA
- Grossmont Community College - Parking Structure; El Cajon, CA
- Grossmont Community College - Bldg. 400 A & B Renovation; El Cajon, CA
- UCSD Campus Student Center Ph II; La Jolla, CA
- UCSD RIMAC Annex; La Jolla, CA
- Mira Costa College - Horticulture Complex; Oceanside, CA
- Mira Costa College - Creative Arts Expansion; Oceanside, CA



LOU HICKAM, MULTI-CERTIFIED SPECIAL INSPECTOR

EDUCATION

- Orange Coast College, Costa Mesa, CA
- Pierce College, Tarzana, CA
- Long Beach Community College, Long Beach, CA
- Saddleback College, Mission Viejo, CA
- DSA 2005 Seminars for School Construction Inspectors

CERTIFICATIONS

- DSA - Class III Project Inspector
- DSA - Masonry
- ICC Special Inspector - Building Inspector, UBC #1138471-86
- ICC Special Inspector - Reinforced Concrete
- ICC Special Inspector - Structural Steel & Welding
- ICC Special Inspector - Structural Welding
- ICC Special Inspector - Master of Special Inspection
- ICC Special Inspector - Structural Steel & Bolting
- ICC Special Inspector - Structural Masonry
- American Welding Society - Certified Welding Inspector
- ACI Concrete Field Testing Technician - Grade I
- OSHA 10 Hour

PROFESSIONAL SUMMARY

Mr. Hickam has over 23 years of experience in the industry. He has worked 20 years as a structural steel ironworker, with 15 of those years as a Field Foreman and General Foreman. He is responsible for structural integrity and steel framing, moment frames and seismic retrofits, as well as supervision of up to 30 ironworkers. Mr. Hickam has provided special inspection services to hundreds of DSA projects throughout Southern California and is intimately familiar with guidelines and code enforcement issues pertaining to public school construction.

PROJECT EXPERIENCE

- Acacia Elementary School Site Improvements, Fullerton, CA
- Cypress College HVAC Upgrades, Cypress, CA
- El Cajon Valley High School Gym, El Cajon, CA
- Oxford Academy High School, Cypress, CA
- Paramount High School Modernization, Paramount, CA
- San Marino High School Modernization, San Marino, CA
- Ramona Head Start, Norwalk, CA
- Valencia Park Elementary Modernization, Fullerton, CA
- Walnut High School Modernization, Walnut, CA
- William Northrup Elementary School, Alhambra, CA
- Chaparral High School New CTE Building, El Cajon, CA
- Diamond Bar High School Aquatics Center, Diamond Bar, CA
- Fairvalley High School Vocational Center, Covina, CA
- Foothill High School Aquatic Center, Tustin, CA
- High Tech High School, Chula Vista, CA
- Monterey Highlands Elementary School Play Structure, Monterey Park, CA
- North Hollywood Senior High School ADA Compliance, North Hollywood, CA
- Saddleback High School Photovoltaic Panels, Santa Ana, CA



JOSH WEBB, MULTI-CERTIFIED SPECIAL INSPECTOR

CERTIFICATIONS PROFESSIONAL

- AWS Welding Inspector - Steel
- AWS Welding Inspector - Pipe
- ICC Master of Special Inspection
- ICC Structural Masonry Inspector
- ICC Reinforced Concrete Inspector
- ICC Structural Steel and Welding Inspector
- ICC Spray-Applied Fireproofing Inspector
- ICC Structural Steel and Bolting Inspector
- ICC Soils
- ACI Field Technician
- DSA Masonry Inspector

PROFESSIONAL SUMMARY

Mr. Webb has extensive experience in providing Quality Assurance and Quality Control services to numerous school projects throughout Southern California and has been a Multi-Certified Subcontractor for MTGL since 2008. Mr. Webb also has extensive experience in all facets of construction and has served as a carpenter, foreman and project superintendent for several tilt-up companies. Mr. Webb's unique experience gives him a deep understanding of the construction process from beginning to project completion; and the ability to work with numerous contractors, sub-contractors and client representatives. Mr. Webb understands how each construction task and activity effects the project as a whole and is able to use this perspective to be the client's "eyes and ears" on the project.

PROJECT EXPERIENCE

- San Dieguito Academy Performing Arts Center, Encinitas, CA
- Arnold Beckman High School Modernization, Irvine, CA
- San Dieguito Academy Performing Arts Center, Encinitas, CA
- Tustin High School Gymnasium, Tustin, CA
- Century High School Modernization,
- Newport High School Robins Loats Hall Renovation, Newport Beach, CA
- Newport Harbor High School Campus Enrichment Project, Newport Beach, CA
- Foothill High School Modernization, Santa Ana, CA
- Hicks Canyon Elementary School Improvements, Irvine, CA
- Orchard Hills K-8 School Improvements, Irvine, CA
- Arcadia High School Expansion, Arcadia, CA
- Azusa Pacific University Library and Science Building, Azusa, CA
- Cypress College Improvements, Cypress, CA
- Fullerton College Improvements, Fullerton, CA
- Los Angeles Valley College - Allied Health & Science; Los Angeles, CA
- Orange Coast College Improvements, Costa Mesa, CA
- Chaffey College Gymnasium Construction, Rancho Cucamonga, CA
- Walnut High School - Construction of 2 modular buildings
- Chaparral Middle School - New Science Building
- Lampson Elementary School - Modernization



SECTION 3 | BACKGROUND OF KEY PERSONNEL

NAME	TITLE	EDUCATION	CERTIFICATIONS
Issac Chun, PE, GE	Vice President/ Chief Engineer	<ul style="list-style-type: none"> B.S. Civil Engineering, Cal Poly Pomona 	<ul style="list-style-type: none"> CA. Geotechnical Engineer CA. Civil Engineer, P.E.
Josh Webb	Multi-Certified Special Inspector	<ul style="list-style-type: none"> AWS Welding Inspector - Steel AWS Welding Inspector - Pipe ACI Field Technician DSA Masonry Inspector 	<ul style="list-style-type: none"> ICC Master of Special Inspection ICC Structural Masonry Inspector ICC Reinforced Concrete Inspector ICC Structural Steel and ICC Welding Inspector ICC Spray-Applied Fireproofing Inspector ICC Structural Steel and Bolting Inspector ICC Sole
Earl Kell	Multi-Certified Special Inspector	2004 - 2006 Larsen Inspection Training - Norco, Ca. 1976 - 1981 Anaheim High School - Anaheim Ca. ICC # 5250267 - exp 12/16	<ul style="list-style-type: none"> ICC Structural Masonry, Certified ICC Structural Welding, Certified ICC Reinforced Concrete, Certified A.C.I. Certified Technician 01045006 exp 6/20 ICC Structural Steel and Bolting, Certified ICC Spray Applied Fireproofing, Certified AWS 15031021 exp 3/18
Connie Sue Dickinson	Multi-Certified Special Inspector	Mt. San Antonio Community College, Walnut, CA Joint Apprenticeship (Steamfitter Local 260) Harbor Coast College - Welding Inspector	<ul style="list-style-type: none"> AWS - Certified Welding Inspector No. 95070121 ICC Structural Steel and Bolting Special Inspector (expires 01/08/2019) No. 1104120-85 SMAW - Shielded Metal Arc Welding GTAW - Gas Tungsten Arc Welding
Cory Nunez	Multi-Certified Special Inspector	Air Purifying Respirator Class- Cal-OSHA requirement California State University of San Bernardino, CA- Business Economics Victor Valley College, CA- Gas Metal Arc Welding Victor Valley College, CA- Tig Arc Welding	<ul style="list-style-type: none"> ASNT Level III Courses (11 Basic Methods, Ultrasonic Testing, Magnetic Particle Testing, and Dye Penetrant Testing- Current CWI Certified in AWS D1.1- 2010 ICC Structural Steel Welding and Bolting Certified- 2008 Pressure Leak Testing Certification- Level II Vacuum Box Leak Testing Certification- Level II Dye-Penetrant Testing Certification- Level II Magnetic Particle Testing Certification- Level II Ultrasonic Testing Certification- Level II
Edwin Panoplo	Soils / Field Technician	Caltrans Test Methods NICET Level I - Soils, Concrete, Asphalt ACI - Concrete Field Testing Technician, Grade I	<ul style="list-style-type: none"> ACI - Concrete Laboratory Testing Technician, Grade I CPN / Troder - Radiation Safety and Use of Nuclear Gauges Radiation Safety Officer
Derek Tipps	Soils / Field Technician	San Diego State University - Inspection Courses for Reinforced Concrete Caltrans Certified	<ul style="list-style-type: none"> ICC Soil Special Inspector ACI - Concrete Field Testing Technician, Grade I ACI - Concrete Assistant Teacher CPN - Radiation Safety & Use of Nuclear Gauge ETAC - Hazardous Material & Waste Transportation OSHA Certified - Construction Safety And Health FACE Certified - Floor Flatness & Levelness Testing Los Angeles International Airport Security Clearance CQC Certificate #784 - U.S. Army Corps of Engineers
Darilno Ebuengan	Soils / Field Technician	B.S., Civil Engineering, Adamson University, Manila, Philippines OSHA Training & Compliance MTS Rail Roadway Worker Safety Training NCTD Contractor Safety Training	<ul style="list-style-type: none"> ICC Soil Special Inspector ACI - Concrete Field Testing Technician, Grade I CPN - Radiation Safety & Use of Nuclear Gauge Caltrans Certified
Lou Hickam	Senior Resident Inspector	<ul style="list-style-type: none"> Orange Coast College, Costa Mesa Pierce College, Tarzana Long Beach Community College, Long Beach Saddleback College, Mission Viejo DSA 2005 Seminars for School Construction Inspectors 	<ul style="list-style-type: none"> DSA - Class III Project Inspector DSA - Masonry ICC Special Inspector - Building Inspector ICC Special Inspector - Reinforced Concrete ICC Special Inspector - Structural Steel & Welding ICC Special Inspector - Structural Welding ICC Special Inspector - Master of Special Inspection ICC Special Inspector - Structural Steel & Bolting ICC Special Inspector - Structural Masonry American Welding Society - Certified Welding Inspector ACI Concrete Field Testing Technician, Grade I OSHA 10 hour





DSA-103
Listing of Structural Tests & Special Inspections - 2013 CBC

MEMBER No: DSA File No: 10-37
Application No: 01-115335
Date Submitted: 1/19/2017
Revised: 01/19/2017

Sheet No: 1	Project Name: Top of the World Elementary School - San Jose	Client: Laguna Beach Unified School District
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IMPORTANT: This form is only a summary list of structural tests and some of the special inspections required for the project. Generally, the tests and special inspections noted on this form are those that will be performed by the Licensed Engineer of Record, Laboratory of Record, or Special Inspector. The actual complete test and inspection program must be performed or detailed on the DSA approved documents. The engineer or the holder of this form certifies that NO test or DSA requirement for special inspection is omitted, including but not limited to, special inspections and tests on this form and as structural steel framing, high and wood shop drawings, and related shop drawings, and shop drawings of the structural components, per Part 2, Chapter 17A.

NOTE: This form is also used as a for projects submitted for review under the 2007 and 2010.

Note: References are to the 2003 edition of the California Building Code (CBC) unless otherwise noted.

TEST OR SPECIAL INSPECTION	TEST	PERIODICITY	CODE REFERENCE AND NOTES
SOILS			
1. GENERAL:	Table 1705A.4		
a. Verify that:			
- soils have been properly sampled prior to placement of footings and/or equipment for foundation.	Periodic	GS*	* By geotechnical engineer or his/her qualified representative. Have a minimum of 3 samples.
- footings and equipment are extended to proper depth and have required expansion and contraction reinforcement.			
- structural loads for equipment are adequate to achieve the design bearing capacity.			
2. COMPACTED FILLS:	Table 1705A.6		
a. Verify that with testing of fill materials:	Test	LOR*	* At least the proportion of the structural member.
b. Verify that all pipe materials and joints will withstand, without leakage, the pressure during placement of fill.	Continuous	GS*	* By qualified representative of contractor or his representative.
c. Test compaction of fill.	Test	LOR*	* At least the proportion of the structural member.
CONCRETE	Table 1705A.3		
1. CAST IN PLACE CONCRETE			
Material Verification and Testing:			
a. Verify use of required materials.	Periodic	SP*	* To be performed by qualified representative of contractor or his representative.
b. Perform slump, air content, or concrete tests, and	Test	LOR*	ASTM C172, ASTM C671
c. Verify concrete strength.	Test	LOR*	ACI 318 Building Code and ACI 308-11 (11.4.3.2) ASTM C671

18. POST-INSTALLED ANCHORS			
a. Anchor plate inspection	Continuous	SI*	1705A.3.2: Permitted by DSA, both plate inspection may be required to permit a plate with 1705A.3.3, Item 1, and anchor bolt both inspection, and anchor bolt inspection.
b. Anchor plate inspection - see 1705A.3.3, Item 2	Periodic	SI	1705A.3.3, Item 2: Required for all installed plate anchor bolts and anchor bolts.
19. WELDING:			
Verification of Materials, Equipment, Techniques, etc.			
a. Verify welder qualification markings per AWS certification held on the DSA approved documents and by WPS.	Periodic	SI	
b. Verify welder materials manufacturer's certificate.	Periodic	SI	
c. Verify WPS, welder qualifications and equipment.	Periodic	Ex	DE 4, R 17.3
19.2 FIELD WELDING:			
a. Inspect groove, butt, pipe fillet welds > 5/16" dia and also welds.	Continuous	SI	For AISC 360 (see AISC 361 as applicable) DSA 17.2
b. Inspect shielded metal arc (stick) welds > 5/16" dia.	Periodic	SI	For AISC 360 (see AISC 361 as applicable) DSA 17.2
c. Inspect shielded metal arc (stick) welds > 5/16" dia.	Periodic	SI	For AISC 360 (see AISC 361 as applicable) DSA 17.2
d. Inspect shielded metal arc (stick) welds > 5/16" dia.	Periodic	SI	For AISC 360 (see AISC 361 as applicable) DSA 17.2
e. Inspect shielded metal arc (stick) welds > 5/16" dia.	Periodic	SI	For AISC 360 (see AISC 361 as applicable) DSA 17.2
f. Inspect shielded metal arc (stick) welds > 5/16" dia.	Periodic	SI	For AISC 360 (see AISC 361 as applicable) DSA 17.2
WOOD			
OTHER			



SECTION 1 | LETTER OF INTRODUCTION

Mr. Jeff Dixon
Facilities Planning and Development
Laguna Beach Unified School District

June 6, 2017
P-17-364

**RE: STATEMENT OF QUALIFICATIONS / PROPOSAL FOR LABORATORY OF RECORD SERVICES
Top of the World Elementary School (3) New Portable Classrooms A 115335**

MTGL is proposing to provide Materials Testing & Inspection services as requested to fulfill contract compliance on an as needed basis with a resident inspector and supplemental and off-site assistance as needed. MTGL has been in business since September of 1993 and has been providing Title 24 and DSA Inspections consistently through the years. MTGL is under the direction of our Geotechnical / Civil Engineer Issac Chun. Issac has been local to Orange County his whole life. His expertise in both Geotechnical and Materials provides a single point of contact to LBUSD. John Hutalla is our laboratory Manager and has been with MTGL for more than 11 years. His role is to assure all of the testing is provided per ASTM and Title 24 standards. John has been instrumental in our certification process and maintains our laboratories certification for DSA.

Professional services will be provided on a time and materials basis "On-Call, As Needed". Professional services as required and scheduled by the district's DSA inspector. MTGL is offering our *consistent unit rate of \$ 82.00 / hour* for all inspection services which provide ease in invoicing for our clients. Staff are background screened and live scanned.

MTGL's proposal has the required inspections in accordance with the Title 24, plans, and specifications. Monthly invoices will be accompanied by signed authorized time. MTGL is a local firm and contributes to the local tax and business base with our employees.

MTGL wishes to work with LBUSD again and will strive to provide value and service.

During the review process please contact me at (760) 420-9200 with any questions.

Steven Koch



Senior Vice President

SECTION 2 | COST

Inspections will be provided as requested by the IOR and invoiced hour buy hour as required.

SOIL / MATERIALS TESTING & INSPECTIONS

72	Hours	Senior Soil / Materials Inspector	\$ 82.00 hour	\$ 5,904.00
6	Hours	Geotechnical / Materials Engineer—Foundation & DSA Box	\$125.00 hour	\$ 750.00
2	Hours	Project Manager	\$ 95.00 hour	\$ 380.00
4	Hours	Non-Destructive Testing-Ultrasonic	\$ 95.00 hour	\$ 380.00
1	Days	Jacking Assembly / Ram	\$ 60.00 each	\$ 60.00
8	Each	Reinforcing Steel Tensile & Bend	\$ 45.00 each	\$ 360.00
1	Each	Laboratory Final Affidavit	\$250.00 each	\$ 250.00
6	Days	Nuclear Density Gauge	\$ 70.00 day	\$ 420.00
8	Each	Concrete / Mortar / Grout Compression Test	\$ 27.00 each	\$ 216.00
1	Each	Maximum Density D 1557A & 1557C	\$190.00 each	\$ 190.00
1	Each	Concrete Mix Design Review	\$225.00 each	\$ 225.00
2	Each	Laboratory Sample Pick Up M-F	\$ 45.00 trip	\$ 90.00
Total				\$ 9,225.00



TABLE OF CONTENTS

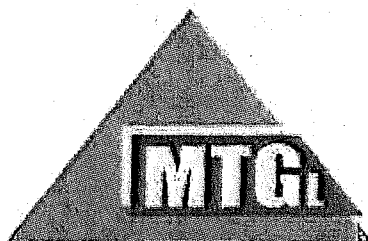
SECTION 1 | Letter of Introduction

SECTION 2 | Cost

SECTION 3 | Background of Key Personnel

SECTION 4 | Project References

SECTION 5 | DSA Credentials and Requirements



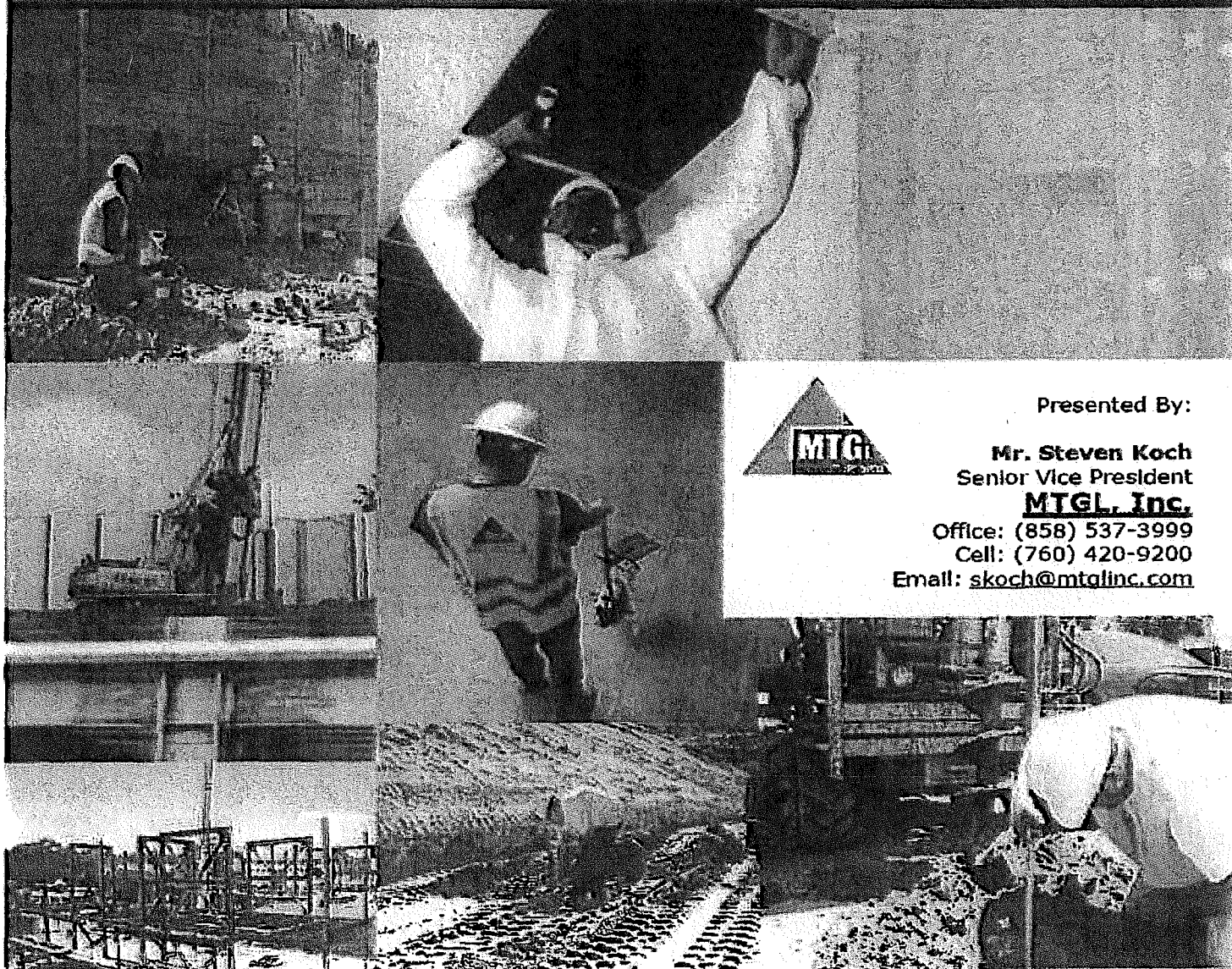
Geotechnical Engineering
Construction Inspection
Materials Testing
Environmental

Central Dispatch (800) 491-2990

Servicing - Los Angeles, Orange, Ventura, San Diego,
Imperial, Riverside and San Bernardino Counties

"Providing Value in Quality Control"

Statement of Qualifications for Construction Inspection and Materials Testing Services



Presented By:

Mr. Steven Koch
Senior Vice President

MTGL, Inc.

Office: (858) 537-3999

Cell: (760) 420-9200

Email: skoch@mtginc.com