

AGENDA

Regular Meeting of the Board of Education

September 24, 2019

Vision:

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

Mission:

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

ADMINISTRATION

Jason Viloria, Ed.D., Superintendent of Schools Leisa Winston, Deputy Superintendent, Human Resources and Instruction Jeff Dixon, Assistant Superintendent, Business Services

BOARD OF EDUCATION

Jan Vickers, President Carol Normandin, Clerk Jim Kelly, Member Dee Perry, Member Peggy Wolff, Member

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

LAGUNA BEACH UNIFIED SCHOOL DISTRICT REGULAR MEETING

550 Blumont Laguna Beach, CA 92651

September 24, 2019

Closed Session 5:30 P.M. Open Session 6:00 P.M.

AGENDA

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

- 1. CALL TO ORDER
- 2. ROLL CALL TO ESTABLISH QUORUM
- 3. PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS
- 4. ADJOURN TO CLOSED SESSION
 - A. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED-LITIGATION- SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF GOVERNMENT CODE 54956.9
- 5. CALL TO ORDER OPEN SESSION
- 6. PLEDGE OF ALLEGIANCE
- 7. REPORT ON CLOSED SESSION ACTION
- 8. ADOPTION OF AGENDA
- 9. RECOGNITIONS
 - a. None

10. PUBLIC COMMENT (Non- Agenda Items)

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

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

11. REPORTS

- Student Board Representatives
- Bargaining Unit Representatives CSEA and LaBUFA
- School Resource Officer
- Board Members
- Superintendent
- Cabinet Members
- Principal Laguna Beach High School Dr. Jason Allemann

12. PUBLIC HEARING

Ensure Availability of Textbooks and Instructional Materials for the 2019-2020 school year and Certification of Provision of Standards-Aligned Instructional Materials Per Education Code Sections 60119 and 60422(b). Notice of Public Hearing was posted on September 9, 2019. (Resolution #19-07 is brought for approval under 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. September 10, 2019 Special Meeting Minutes
 - ii. August 27, 2019 Regular Meeting Minutes
- b. Approval/Ratification of Personnel Report
- c. Approval Conference/Workshops Superintendent
- d. Approval of Student Field Trips
- e. Approval of Acceptance of Gifts Check Totaling \$10,000.00
- f. Agreements for Contracted Services Special Education
- g. Approval of Agreements for Contracted Services Technology Services
- h. Approval/Ratification of Certificated Payroll 2A in the Amount of \$462,902.37 Approval/Ratification of Classified Payroll 2B in the Amount of \$620,200.33
- i. Approval/Ratification of Warrants #398669 through #398977 in the amount of \$2,868,601.24 Dates: 08/16/2019 through 09/13/2019
- j. Approval of Independent Contractor Agreement with Jennifer McCluan in an Amount Not-to-Exceed \$3,000 for the 2019-20 School Year to Provide Consultation Services for NGSS Implementation
- k. Approval of Agreement for Renewal of Contracted Services with West Health Advocate Solutions, Inc., to Provide Employee Online Wellness Services with a Not-to-Exceed Amount of \$23,000
- 1. Approval for Renewal of Contract with FORECAST5 Analytics for Two Years in An Amount Not-to-Exceed \$17,980 Each Year
- m. Approval of School Connected Organizations for 2019-2020
- n. Approval of Community Facilities District 98-1 (Crystal Cove) Administrative Expense Fund Disbursements Totaling \$1,800.00
- o. Approval for Continuance of Current Meal Prices for the Nutrition Services Program for 2019-2020

INFORMATION ITEMS

14. PREPARATION AND OPENING OF THE 2019-2020 SCHOOL YEAR

- Jason Viloria, Ed.D., Superintendent

Dr. Viloria and staff will present on the preparation and opening of the 2019-2020 school year.

15. MONTHLY FINANCIAL UPDATE - AUGUST 2019

- Jeff Dixon, Assistant Superintendent, Business Services

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

16. REVIEW REQUEST FOR SINGING OF A PATRIOTIC SONG AT BOARD MEETINGS

Mr. John Briscoe, Board President for Ocean View School District, has requested the LBUSD Board of Education adopt a resolution to incorporate singing of a patriotic song at each LBUSD Board meeting.

ACTION ITEMS

- 17. APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN COLLEGE AND CAREER ADVANTAGE (CCA) AND LAGUNA BEACH UNIFIED SCHOOL DISTRICT TO EMPLOY DISTRICT AND CCA TEACHERS TO OFFER CAREER TECHNICAL EDUCATION (CTE) ELECTIVE COURSES AT LAGUNA BEACH HIGH SCHOOL DURING THE 2019-2020 SCHOOL YEAR
 - -Leisa Winston, Deputy Superintendent, Human Resources and Instructional Services
 Staff proposes that the Board of Education approve a Memorandum of Understanding (MOU)
 between College and Career Advantage (CCA) and Laguna Beach Unified School District
 (LBUSD) to offer CTE elective courses at Laguna Beach High School during the 2019-2020
 school year.
- 18. APPROVAL OF RESOLUTION NO. 19-07: ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS FOR 2019-2020 PER EDUCATION CODE SECTION 60119
 - -Leisa Winston, Deputy Superintendent, Human Resources and Instructional Services
 Staff proposes the Board of Education approve Resolution No. 19-07: Ensure Availability of
 Textbooks and Instructional Materials for 2019-2020 per Education Code Section 60119.
- 19. APPROVAL OF RESOLUTION 19-08: SUPPORT FOR NATIONAL BULLYING PREVENTION MONTH
 - Jason Viloria, Ed.D., Superintendent

October is National Bullying Prevention Month. Staff proposes the Board of Education review and adopt Resolution 19-08: Support of National Bullying Prevention Month.

- 20. APPROVAL OF RESOLUTION 19-09: DESIGNATION OF REPRESENTATIVE AND ALTERNATE FOR WESTERN ORANGE COUNTY WORKERS' COMPENSATION JOINT POWERS AUTHORITY
 - -Leisa Winston, Deputy Superintendent, Human Resources and Instructional Services
 Staff proposes the Board of Education approve Resolution 19-09 Designation of
 Representative and Alternate for Western Orange County Workers' Compensation Joint
 Powers Authority (JPA) to designate the Assistant Superintendent, Business Services as the
 representative to the JPA and designate the Director, Human Resources as the alternate
 representative.
- 21. APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH CAPISTRANO UNIFIED SCHOOL DISTRICT TO PROVIDE ORIENTATION AND MOBILITY SERVICES TO LBUSD STUDENTS
 - -Leisa Winston, Deputy Superintendent, Human Resources and Instructional Services
 Staff proposes the Board of Education approve the memorandum of understanding between
 the Capistrano Unified School District and the Laguna Beach Unified School District to
 provide orientation and mobility services to District students.

- 22. APPROVAL OF LEARNING ALLY INC. MULTI-YEAR LICENSE AGREEMENT TO PROVIDE LIBRARY OF AUDIOBOOKS FOR STUDENTS WITH READING IMPAIRMENTS IN AN AMOUNT NOT-TO-EXCEED \$21,514.50
 - -Leisa Winston, Deputy Superintendent, Human Resources and Instructional Services
 Staff proposes the Board of Education approve a three year subscription service contract for
 Learning Ally in the amount of \$21,514.50 to be paid in three annual installments of
 \$7,171.50.
- 23. APPROVAL OF DR. CHAD MABERY AS DESIGNEE FOR THE SOUTH ORANGE COUNTY REGIONAL CONSORTIUM (SOCRC). ADULT EDUCATION CONSORTIUM PROGRAM (AECP) ASSEMBLY BILL 86 (AB 86)
 - Leisa Winston, Deputy Superintendent, Human Resources and Instructional Services
 Staff Proposes that Dr. Chad Mabery be assigned to serve as the designee and voting member
 of the Executive Committee for the SOCRC on behalf of Laguna Beach Unified School
 District (LBUSD), in accordance with Assembly Bill 86 (AB 86).
- 24. APPROVAL TO PURCHASE OF AUDIO/VISUAL RECORDING SYSTEM TO LIVE STREAM BOARD MEETINGS WITH LIVE CLOSED CAPTIONS FROM SWAGIT PRODUCTIONS LLC AT A COST NOT-TO-EXCEED \$96,000
 - Jason Viloria, Ed.D., Superintendent
 - Mike Morrison, Chief Technology Officer

Staff proposes the Board of Education approve the purchase of Swagit Productions LLC "Proposal for Hands-Free Broadcast Solutions with Live Closed Captions." This system will fully integrate with BoardDocs, the online agenda provider the district has selected.

- 25. APPROVAL OF AGREEMENT FOR CONTRACTED SERVICES WITH DILIGENT CORPORATION FOR BOARDOCS PRO, A WEB-BASED SERVICE FOR ONLINE AGENDAS, FOR AN ANNUAL RECURRING COST OF \$10,000
 - Jason Viloria, Ed.D., Superintendent

Staff proposes the Board of Education approve the agreement for contracted services with Diligent Corporation for BoardDocs Pro, a web-based service for online agendas to provide easy access to support materials, greater efficiency for the district, and increased transparency.

- 26. BOARD MEMBER REQUESTS FOR ITEMS FOR FUTURE MEETINGS AND BOARD MEMBER REQUESTS FOR INFORMATION
 - Jan Vickers, President, Board of Education
- 27. ADJOURNMENT
 - Jan Vickers, President, Board of Education

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

NOTICE OF PUBLIC HEARING

Laguna Beach Unified School District 550 Blumont Street, Board Room Laguna Beach, CA

September 24, 2019

6:00 p.m. - Open Session

At the September 24, 2019 Board Meeting, the Laguna Beach Unified School District Board of Education will hold a Public Hearing to accept comments from members of the public on the following topic:

Per Education Code Sections 60119 and 60422 (b) Ensure Availability of Textbooks and Instructional Materials for 2019-20 and Certification of Provision of Standards-Aligned Instructional Materials

Questions and/or comments should be directed to Instructional Services - (949) 497-7700 x5210

This notice was posted Monday, September 9, 2019, in the following locations:

- Front entrance of the LBUSD District Office
- Each LBUSD school site
- LBUSD Website

Laguna Beach Unified School District

13.a.i. CONSENT/ACTION

September 24, 2019

Approval:

Minutes - September 10, 2019 Special Meeting

Board of Education Minutes of Special Meeting September 10, 2019

Call to Order

The meeting was called to order at 6:00 p.m.

Roll Call to Establish Quorum

Roll call to establish Quorum:

Members Present:

Jan Vickers

Carol Normandin

Peggy Wolff

Members Absent:

James Kelly

Dee Perry

Staff Present:

Jason Viloria, Ed.D., Superintendent

Victoria Webber, Executive Assistant

Pledge of Allegiance

Member Wolff led the Board, staff, and members of the audience in reciting the Pledge of Allegiance.

Adoption of Agenda

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

Discussion: None

Motion carried 3-0-2 Members Vickers, Normandin, and Wolff voted yes to adopt the agenda. Members Perry and Kelly were absent.

Public Comment on Closed Session Agenda Item

There was no public comment.

Adjourn to Closed Session

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

Discussion: None

Motion carried 3-0-2 Members Vickers, Normandin, and Wolff voted yes. Members Perry and Kelly were absent.

The meeting adjourned to Closed Session at 6:02 p.m. for the discussion of the following:

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF GOVERNMENT CODE 54956.9 One Potential Case

Victoria Webber was not present for Closed Session.

Adjournment of Closed Session

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

Motion carried 3-0-2 Members Vickers, Normandin, and Wolff voted yes. Members Perry and Kelly were absent. Closed Session was adjourned at 7:12 p.m.

Report Out of Closed Session

President Vickers stated there was no action to report out of Closed Session.

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

Motion carried 3-0-2 Members Vickers, Normandin, and Wolff voted yes. Members Perry and Kelly were absent. Closed Session was adjourned at 7:15 p.m.

Carol Normandin Clerk of the Board September 24, 2019

Laguna Beach Unified School District

13.a.ii. CONSENT/ACTION

September 24, 2019

Approval:

Minutes - August 27, 2019 Regular Meeting

Board of Education Minutes of Regular Meeting August 27, 2019

Call to Order

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

Roll Call to Establish Quorum

Ouorum was established.

Members Present:

Jan Vickers

Carol Normandin Peggy Wolff

Dee Perry - arrived at 5:05 p.m.

Jim Kelly

Public Comment on Closed Session Items

There were no public comments.

Adjourn to Closed Session

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

- A. READMISSION OF STUDENT # 03-2019-12 TO LAGUNA BEACH HIGH SCHOOL IN THE LAGUNA BEACH UNIFIED SCHOOL DISTRICT Education Code §48916
- B. PUBLIC EMPLOYMENT

Government Code §54957

Title: Director, Human Resources

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

Motion carried 5-0. Members Vickers, Normandin, Wolff, Perry, and Kelly voted yes to adjourn to from Closed Session at 5:31p.m.

Present at Board Meeting

Members Present:

Jan Vickers

Carol Normandin Peggy Wolff Dee Perry Jim Kelly

Employee Group

Representatives:

Marianne Bynum, Vice President, LaBUFA

Margaret Warder, President, CSEA

Staff:

Jason Viloria, Ed.D., Superintendent

Jeff Dixon, Assistant Superintendent, Business Services

Leisa Winston, Assistant Superintendent, Human Resources/Public

Communications

Victoria Webber, Executive Assistant

Anakaren Ureno, Communications Specialist Michael Keller, Director, Social Emotional Support Chad Mabery, Director, Assessment & Accountability

Irene White, Director, Special Education

Ryan Zajda, Director, Facilities

Chris Duddy, Principal, El Morro Elementary

Mike Conlon, Principal, Top of the World Elementary Jenny Salberg, Principal, Thurston Middle School Jason Allemann, Principal, Laguna Beach High School

Pledge of Allegiance

President Vickers invited Student Board Representative, Drew Fink, to lead 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 in closed session, on a motion by Member Normandin, seconded by President Vickers, by a vote of 5-0, with all members voting yes, the Board took action to readmit student #03-2019-12 to Laguna Beach High School.

President Vickers reported in closed session, on a motion by Member Wolff, seconded by Member Normandin, by a vote of 5-0, with all members voting yes, the Board took action to appoint Michael Conlon as the Director of Human Resources, effective September 16, 2019.

Adoption of Agenda

Public Comment: None

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

Discussion: None

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

Recognitions

None.

Public Comment (Non-Agenda Items)

The following people addressed the Board:

Michelle Monda

Emil Monda

Anonymous Andy

Mike Morgan

Steve McIntosh

Sheri Morgan

Jennifer Zeiter

Ann Morreale

Francine Warner

Tim Ward

Reports

Student Board Representatives - Drew Fink and Kalohe Danbar

• Drew and Kalohe introduced themselves, both are excited to be student representatives

CSEA Representative - Margaret Warder, CSEA President

- Thanked the Board and administration for professional development days
- Commented that Brandon Lee was selected as the Spirt of LBUSD recipient this year

LaBUFA Representative - Marianne Bynum, LaBUFA Vice President

- Commented the Welcome Back Breakfast was inclusive and welcoming
 - o Speeches were well received

School Resource Officer - Cornelius Ashton

- School has opened smoothly
- Working on traffic issues on Park Ave.

Board Members

Board members reported as follows:

Member Kelly

- Talked to many parents over the summer who were all excited to have students attending LBUSD schools
- Clarified his comments from the welcome back breakfast

Member Perry

 Read a prepared statement thanking her supporters and summarized points of understanding and clarification from her point of view regarding recent statements and events within the Board.

Member Wolff

- Attended a College and Career Advantage Meeting
- Commented on Board members having individual votes
- Thanked everyone for the hard work in opening the schools

Member Normandin

- Community Coalition meetings have been moved to the 4th Wednesday every other month
- Welcome Back Breakfast was great

President Vickers

- Stated she does not have a personal device. She does take notes to remember what was said by speakers
- Clarified Member Perry has not been excluded from any regular meeting, special meeting or closes session to date
- The Board is bound to confidentiality issues, even when they are no longer sitting on a Board
- No censure was approved in Laguna Beach USD

Superintendent Viloria

- Visited all sites yesterday. Enrollment is approximately 2,760 students district-wide
- Appreciative of all staff
- Working on purchasing new microphones and upgrading sound system
- Contracts will be brought forward for upgrading systems and live streaming

Cabinet

Leisa Winston, Assistant Superintendent, Human Resources and Public Communications

- Great first day at all sites
- Staff participated in a week of professional development prior to school starting

Jeff Dixon, Assistant Superintendent, Business Services

Impact of PERS and STRS will be discussed in budget report.

CONSENT CALENDAR

President Vickers pulled item 12.a.i and Member Perry pulled 12.h. to be voted on separately.

Member Wolff moved approval of items a.ii – g and i- k. Member Normandin seconded.

Public Comment: None

Discussion:

- a. Approval of Minutes
 - i. August 22, 2019 Special Meeting Minutes pulled to be voted on separately
 - ii. August 15, 2019 Special Meeting Minutes
 - iii. August 13, 2019 Regular Meeting Minutes
- b. Approval/Ratification of Personnel Report
- c. Approval Conference/Workshops Superintendent and Board
- d. Approval of Agreements for Contracted Services Technology Services
- e. Approval/Ratification of Certificated Payroll 1A in the Amount of \$413,126.47 Approval/Ratification of Classified Payroll 1B in the Amount of \$419,211.32 Approval/Ratification of Classified Payroll 1C in the Amount of \$70,359.29
- f. Approval/Ratification of Warrants #398519 through #398668 in the amount of \$2,373,479.63 Dates: 07/24/2019 through 08/14/2019
- g. Approval of Agreement with Real Inspiration, Inc., for Keith Hawkins to provide Services as a Presenter to Staff and Students at Thurston Middle School in an Amount Not-to-Exceed \$3,000
- h. Approval to Purchase of TechSmart Coding & Computer Science for Elementary Schools in an Amount Not-to-Exceed \$49,000 pulled to be voted on separately
- i. Approval of Mandated Block Grant Funding for 2019-2020
- j. Approval of Quarterly Report Board Policy 3002 Investments
- k. Approval of Community Facilities District 98-1 (Crystal Cove) Administrative Expense Fund Disbursements Totaling \$1,166.44

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

Member Normandin moved approval of item a.i August 22, 2019 – Special Meeting Minutes. Member Wolff seconded.

Public Comment: None

Motion carried 3-0-2. Members Vickers, Normandin, and Kelly voted yes. Members Perry and Wolff abstained.

Member Normandin moved approval of item h Approval to Purchase of TechSmart Coding & Computer Science for Elementary Schools in an Amount Not-to-Exceed \$49,000. Member Wolff seconded.

Public Comment: None

Board Member Question: How were the 12 teachers selected? Staff responded all teachers volunteered.

Student Board Representative Dunbar cast a provisional vote in favor.

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

INFORMATION ITEMS

None

ACTION ITEMS

Approval of the 2018-2019 Unaudited Actuals Report

Mr. Dixon summarized the major elements of the unaudited actuals.

Public Comment: None

Board Members asked clarifying questions.

Member Normandin moved approval. Member Wolff seconded.

Student Board Representative Dunbar cast a provisional vote in favor.

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

Approval of Resolution #19-05 Increase 2018-2019 GANN Limit by \$1,829,452.01 and Adoption of the 2018-2019 and 2019-2020 District Appropriations Subject to GANN Limits

Mr. Dixon shared a summary on how the GANN limit is calculated.

Public Comment: None

Board Member Questions: None

Member Kelly moved approval. Member Wolff seconded.

Board Discussion:

Student Board Representative Dunbar cast a provisional vote in favor.

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

Approval of Resolution #19-06 Temporary Interfund Transfer of \$6,000,000 from the Special Reserve for Non-Capital Outlay Fund (17) to the General Fund (01)

Mr. Dixon introduced the item stating the district will receive its first property tax installation in December.

Public Comment: None

Board Member Questions: None

Member Normandin moved approval. Member Wolff seconded.

Board Discussion: None

Student Board Representative Dunbar cast a provisional vote in favor.

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

Approval of Independent Contract with Burnham Benefits Insurance Services to Provide Consulting and Brokerage Support for District Employees' Health Benefits for October 1, 2019 Through September 30, 2020 with a Not-to-Exceed Amount of \$60,000

Mrs. Winston stated this is an annual renewal and this is the fourth year. Rates have not been increased.

Public Comment: None

Board Members asked questions regarding costs and practices.

Member Normandin moved approval. Member Wolff seconded.

Student Board Representative Dunbar cast a provisional vote in favor.

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

Approval/Ratification of Agreement with Learning for Living, Inc., for Phil Boyte to Provide Services as a Presenter to Staff at Laguna Beach High School in an Amount Not-to-Exceed \$5,500

Mrs. Winston stated this professional development was prior to the start of school.

Public Comment: None

Board Members asked if teachers had input on professional development selections.

Member Normandin moved approval. Member Wolff seconded.

Board Discussion: Board members asked that principals share how staff received the professional development during their upcoming Board reports.

Student Board Representative Dunbar cast a provisional vote in favor.

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

Approval/Ratification of Agreement with Learning Together to Provide Strengths Pathways Workshops to El Morro and Top of the World Elementary School Staff During the 2019-20 School Year in an Amount Not-to-Exceed \$5,230

Mrs. Winston stated each elementary school received a half-day of training continuing the work on strengths.

Public Comment: None

Member Normandin moved approval. Member Wolff seconded.

Student Board Representative Dunbar cast a provisional vote in favor.

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

Approval/Ratification of Agreement with Solution Tree, Inc., to Provide Speakers for Onsite Professional Development for Thurston Middle School During the 2019-20 School Year in an Amount Not-to-Exceed \$13,000

Mrs. Winston stated staff will use this training to focus on the use of assessment data in their PLC's.

Public Comment: None

Member Normandin moved approval. Member Wolff seconded.

Student Board Representative Dunbar cast a provisional vote in favor.

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

Approval of Independent Contractor Agreement with Dr. Kyle Jensen of Arizona State University to provide Presentation Services at Laguna Beach High School in an Amount Not-to-Exceed \$6,000

Mrs. Winston stated Dr. Jensen will be a guest speaker in the high school creative writing class and will conduct a session on preparing college essays.

Public Comment: None

Member Normandin moved approval. Member Wolff seconded.

Member Perry asked how Dr. Jensen was selected.

Student Board Representative Dunbar cast a provisional vote in favor.

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

Approval of Challenge Success Returning School Program in An Amount Not-to-Exceed \$10,000

Mrs. Winston stated up to 10 attendees will participate in the fall and spring conference.

Public Comment: None

Member Kelly moved approval. Member Wolff seconded.

Student Board Representative Dunbar cast a provisional vote in favor.

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

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

Public Comment: None

Member Kelly asked for:

Superintendent report on school safety and additional SRO(s).

Adjournment

Member Normandin moved to adjourn. Member Wolff seconded.

The next regular Board meeting is scheduled for September 24, 2019.

Student Board Representative Dunbar cast a provisional vote in favor.

Motion carried 5-0. Members Vickers, Normandin, Wolff, Perry, and Kelly voted yes to adjourn the meeting. The meeting adjourned at 7:16 p.m.

Carol Normandin Clerk of the Board September 24, 2019

Laguna Beach Unified School District

13.b. CONSENT/ACTION

September 24, 2019

Approval/Ratification:

Personnel Report

LCAP Priority Area

Goal #3: Professional development focused on 21st-century teaching and learning.

Proposal

1

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.

September 24, 2019

I. RETIREMENTS:

Teri Holloway

Name: Position/Site:

Position/Site: Effective Date:
Administrative Assistant, Business Services December 27, 2019

PC02CONB01 District Office

II. RESIGNATIONS:

Name: Position/Site: Effective Date:
Trina Bilich Instructional Assistant, Special Ed September 27, 2019

PC04SE0119 Top of the World Elementary

III. EMPLOYMENT:

Name: Position/Site: Effective Date:

Anastasia Booher Instructional Assistant Special Ed August 20, 2019

Anastasia Booher Instructional Assistant, Special Ed August 20, 2019
PC04SE0103 Thurston Middle School Special Ed Funds

0104612310-2115 Permanent Employee
Range: 25 Step: F \$27.76 per hour

6 hours per day/5 days per week/10 month academic calendar

Replaces: James Crawford

Mike Conlon Director, Human Resources September 16, 2019

PC10DHR102 District Office General Fund

01103967140-1320 Permanent Employee
Range: 9 Step: 7 \$200,766 amually

New position Board approved July 16, 2019

Tamara Johnson Instructional Assistant, Special Ed August 20, 2019

PC04SE0125 Top of the World Elementary Special Ed Funds

0104612310-2115 Probationary Employee
Range: 25 Step: F \$27.76 per hour

Range: 25 Step: F \$27.76 per hour

3.5 hours per day/5 days per week/ 10 month academic calendar

2.3 Month por days por wood to month academic carendar

Replaces: Chris Seapin

Doug Kramer Interim Principal - Elementary School September 12, 2019

Top of the World Elementary General Fund

0108091005-1330 Short Term Assignment

Elementary Principal - Step: 7 \$825.64 per diem

8 hours per day/NTE: 53 days Replaces: Mike Conlon

III. EMPLOYMENT: (continued)

Name:

Position/Site:

Effective Date:

Cynthia LeMottee

Technology Paraeducator

September 9, 2019

PC08IT0501

Top of the World Elementary

General Fund

0108011005-2105

Permanent Employee

Range: 30 Step: D

\$3685.5 per month

6 hours per day/5 days per week/10 month calendar

Replaces: Allyce Archie

Eduardo Leon Garcia

Campus Supervisor

September 4, 2019

PC06SA0909

Thurston Middle School

General Fund

0106011008-2910

Probationary Employee

Range: 24 Step: A

\$20.98 per hour

5.75 hours per day/5 days per week/10 month academic calendar

Replaces: Nolan McConnell

Arleen Salazar-Zepeda Instructional Assistant, Special Ed

August 20, 2019

PC04SE0114

Thurston Middle School

Special Ed Funds

0104613150-2115

Probationary Employee

Range: 25 Step: C

\$23.82 per hour

5.75 hours per day/5 days per week/10 month academic calendar

Replaces: Sara Hoffman

Darla Thompson

Instructional Assistant, Special Ed

August 26, 2019

PC04SE0130

Top of the World Elementary

Special Ed Funds

0104612310-2115

Probationary Employee

Range: 25 Step: F

\$27.76 per hour

3.75 hours per day/5 days per week/10 month academic calendar

Replaces: Claudia Sandino

IV. EMPLOYMENT: Extra Period Assignments

Name:

Position/Site:

Effective Date:

Bjorn Avila

20% Extra Period Assignment - TOSA

August 20, 2019 to

Thurston Middle School

General Fund

June 12, 2020

0106011008-1180

Extra Duty Assignment

Step: 10 \$23,699.72 Annually

Michael Bair

20% Extra Period Assignment - PE

August 20, 2019 to

Thurston Middle School

General Fund

June 12, 2020

0106011008-1180

Extra Duty Assignment

Step: 17 \$24,542.29 Annually

IV. EMPLOYMENT: Extra Period Assignments (continued)

Name: Position/Site: Effective Date:

Jeff Dippel 20% Extra Period Assignment - Spanish August 20, 2019 to

Thurston Middle School General Fund June 12, 2020

0106011008-1180 Extra Duty Assignment

Step: 8 \$21,207.06 Annually

Penny Herrick Dressler 20% Extra Period Assignment - PE August 20, 2019 to

Thurston Middle School General Fund June 12, 2020

0106011008-1180 Extra Duty Assignment

Step: 20 \$27,514.31 Annually

Maria Hoffman 20% Extra Period Assignment - Math August 20, 2019 to

Thurston Middle School General Fund June 12, 2020

0106011008-1180 Extra Duty Assignment

Step: 20 \$29,272.37 Annually

Sandra Johnson 20% Extra Period Assignment - Spanish August 20, 2019 to

Laguna Beach High School General Fund June 12, 2020

0105011012-1180 Extra Duty Assignment

Step: 14, \$24,947.36 Annually

Steve Lalim 20% Extra Period Assignment - PE August 20, 2019 to

Thurston Middle School General Fund June 12, 2020

0106011008-1180 Extra Duty Assignment

Step: 17 \$24,477.79 Annually

Carl Nelson 10% Extra Period Assignment - Cultural Wheel August 20, 2019 to

Thurston Middle School General Fund June 12, 2020

0106011008-1180 Extra Duty Assignment

Step: 13 \$12,343.10

Alexandra Olvey 20% Extra Period Assignment - Science August 20, 2019 to

Thurston Middle School General Fund June 12, 2020

0106011008-1180 Extra Duty Assignment

Step: 5 \$18,617.63 Annually

Jesse Rothman 20% Extra Period Assignment - TOSA August 20, 2019 to

esse Romman Z0% Extra Period Assignment - 10SA August 20, 2019 to

Thurston Middle School General Fund June 12, 2020

0106011008-1180 Extra Duty Assignment

Step: 9 \$20,047.67 Annually

V. EMPLOYMENT: Short Term Assignments - Extra Duty

<u>Name:</u> Trina Bilich	Position/Site: Assisting Student during Chor Top of the World Elementary 0104613150-2150 NTE: 6 hours per week	rus/Drama Special Ed Funds \$27.76 per hour	Effective Date: August 26, 2019 to September 27, 2019
Trina Bilich	Fit Club - Preparation Top of the World Elementary 0104613150-2150 NTE: 3 hours	Special Ed Funds \$29.23 per hour	August 26, 2019 to September 27, 2019
Cassandra Brooker	Science Curriculum Developm Laguna Beach High School 0105011012-1130 NTE: 6 hours	ent General Fund \$42.61 per hour	June 25, 2019 to August 15, 2019
James Brusky	Attend IEP Meeting Laguna Beach High School 0104621200-1130 NTE: 3 hours	Special Ed Funds \$42.61 per hour	August 20, 2019
Kasey Childs Konkel	Instructional Assistant, Special Top of the World Elementary 0104602650-2150 Reason: Specialized health car	Special Ed Fund \$56.92 per month	August 16, 2019 to June 11, 2020
Ivonne Cortez-Redard	Attendance at Interpreters' Cont District Office 0102011500-2980 NTE: 8 hours	ference General Fund \$29.23 per hour	September 28, 2019
Kari Damato	After School Club - Kindness P. Top of the World Elementary 0108091005-1280 NTE: 12 hours	rep General Fund \$42.61 per hour	September 1, 2019 to June 11, 2020
Kari Damato	After School Club - Kindness Top of the World Elementary 0108011005-1130 NTE: 23 hours	General Fund \$48.70 per hour	September 1, 2019 to June 11, 2020
Jeff Dippel	ESL Planning Thurston Middle School 1119014680-1130 NTE: 80 hours	General Fund \$42.61 per hour	June 24, 2019 to September 5, 2019

V.	EMPLOYME	NT: Short Term Assignments - Extra Duty (continued)	
	Name	Position/Sites	

Name: Position/Site: Effective Date:
Alonda Hartford Science Curriculum Development June 25, 2019 to

Laguna Beach High School General Fund August 15, 2019 0105011012-1130 \$42.61 per hour

NTE: 6 hours

Mindy Hawkins Modified Curriculum Development July 25, 2019 to

Laguna Beach High School Special Ed Funds August 27, 2019

0104602120-1130 \$42.61 per hour

NTE: 11 hours

Mindy Hawkins TUPE Site Lead August 26, 2019 to

 Laguna Beach High School
 General Fund
 June 11, 2020

 0102014345-1170
 \$42.61 per hour

NTE: 45 hours

Penny Herrick-Dressler TUPE Site Lead August 26, 2019 to

Thurston Middle School General Fund June 11, 2020 0102014345-1170 \$42.61 per hour

0102014345-1170 \$42.61 per hour NTE: 45 hours

Alexandra Holtz Science Curriculum Development August 9, 2019 to

Laguna Beach High School General Fund August 12, 2019 0105011012-1130 \$42.61 per hour

0105011012-1130 \$42.61 per hour NTE: 8 hours

Angela Irish Production Assistant - Winter & Spring Dance Concerts August 26, 2019 to

Laguna Beach High School General Fund June 11, 2020 0105315017-2970 \$34.09 per hour

NTE: 44 hours

Alexis Karol Back-to-School Video August 19, 2019 to

Thurston Middle School General Fund August 30, 2019 0106011008-1130 \$42.61 per hour

NTE: 5 hours

Vincent Ramirez Instructional Assistant, Special Ed August 16, 2019 to

Top of the World Elementary Special Ed Fund June 11, 2020 0104613150-2150 \$129.25 per month

Reason: Specialized health care support for students

Kristine Landgraf Breaker Day August 19, 2019

Laguna Beach High School General Fund
0105051180-2250 \$29.16 per hour

NTE: 4 hours

		2	
EMPLOYMENT:	Short Term Assignments - Extra	Duty (continued)	
Name:	Position/Site:		Effective Date:
Jennifer Merritt	Science Curriculum Developm	nent	August 3, 2019 to
	Laguna Beach High School	General Fund	August 5, 2019
	0105011012-1130	\$42.61 per hour	
	NTE: 8 hours	_	
Elaine Merz	Intensive Individual Services		August 26, 2019 to
	Laguna Beach High School	Special Ed Funds	June 11, 2020
	0104621200-1130	\$48.70 per hour	Acceptation and the state of th
	NTE: 3 hours per week	en anderson and a second consequence of the second	
Mary Parlapanides	OG Training		November 1, 2019 to
	Top of the World Elementary	General Fund	November 30, 2019
	0108011005-1130	\$42.61 per hour	
	NTE: 11 hours	•	
Jennifer Park	Science Curriculum Developme	ent	June 25, 2019 to
	Laguna Beach High School	General Fund	August 15, 2019
	0105011012-1130	\$42.61 per hour	,
	NTE: 6 hours	_	
Parta Perkins	Science Curriculum Developme	ent	August 3, 2019 to
	Laguna Beach High School	General Fund	August 5, 2019
	0105011012-1130	\$42.61 per hour	9 37 89
	NTE: 8 hours		
Sara Perrault Hopper	Moving Classroom		August 19, 2019
2	Top of the World Elementary	Special Ed Funds	
	0104192550-1280	\$42.61 per hour	
	NTE: 8 hours		
Erica Rahall	Substitute for Job Share Partner	8	November 1, 2019 to
	Top of the World Elementary	General Fund	November 30, 2019
	0108011005-1130	\$48.70 per hour	
	NTE: 21 hours		
Yadhira Rojas	Attendance at Interpreters' Confe	тепсе	September 28, 2019
	District Office	General Fund	
	0102011500-1130	\$42.61 per hour	
	NTE: 8 hours		
See Employee List	Back-to-School Video		August 19, 2019 to
	Thurston Middle School	General Fund	August 30, 2019
	01069011008-1130	\$42.61 per hour	
	NTE: 10 hours each		
		4	

Employees: Andy Crisp, Ivy Leighton

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

Name: Position/Site:

See Employee List After School Club - Green Team Prep

Top of the World Elementary

General Fund \$42.61 per hour

0108011005-1130 NTE: 12 hours each

Employees: Cory Day, Carol Mignosa

See Employee List After School Club - Green Team

> Top of the World Elementary General Fund

0108011005-1130

\$48.70 per hour

NTE: 23 hours each

Employees: Cory Day, Carol Mignosa

After School Class Support See Employee List

September 1, 2019 to Special Ed Funds

Top of the World Elementary

0104612310-2145 \$29.23 per hour

NTE: 46 hours each

Employees: Renee Alexander, Trina Bilich, Maureen Bornstein,

Erin Carlton, Kasey Childs-Konkel, Jaspre Dixon, Katya Grasso, Lyndsey Hyde,

Marlo Jensma, Tamara Johnson, Nicole LaMotte, Sara Pedraza, Vincent Ramirez, Chanel Stewart, Darla Thompson, Stacy Yelland

See Employee List

Attendance at IEPS, Meetings and Various Trainings

August 16, 2019 to

Effective Date:

June 11, 2020

September 1, 2019 to

September 1, 2019 to

June 11, 2020

June 11, 2020

Districtwide

Special Ed Funds

June 11, 2020

0104613150-2150

\$29.23 per hour

NTE: 20 hours each

Employees: Luis Antonio, Louise Hendrickson, Elizabeth Klein,

Miranda Fortich, Jeff Sears, Jeff Snyder, Nolan McConnell, Eunice Yi,

Thasa Zuziak, Kathleen Fehlau, Julie Padilla, Brandon Lee, Agnes McManus, Wendy Landaverde, Dori Bunting, Eva Boni, Elizabeth Murray, Adeline King,

Anastasia Booher, Jayne Greenwalt, Yomayra deJesus, Keeyan Kazemian, Sara Finch,

Arleen Salazar-Zepeda, Sara Pedraza, Lyndsey Hyde, Vincent Ramirez, Katya Grasso,

Nikki LeMottee, Marlo Jensma, Trina Bilich, Jaspre Dixon, Chanel Stewart, Stacy Yelland, Kasey Childs-Konkel, Renee Alexander, Maureen Bornstein, Erin

Carlton, Darla Thompson, Tamara Johnson

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

Name: Position/Site: Effective Date:
See Employee List New Substitute Employee Technology Training

See Employee List New Substitute Employee Technology Training August 15, 2019

Districtwide General Fund

0110015380-1130 \$42.61 per hour

NTE: 2 hours

Employees: Julia Abu Shamma, Jessica Basgall, Daniel Bethke, Bridella Carter, Donna Cenan, Allison Corradodini, Ryan Dack, Victor DeJong, Laurisa Dobken, Assfye Dumlu, Ibrahim Dumlu, Zoe Grisenti, Maggen Havesland, Austin Kearney, Lauren Kearney, Manal Kerfoot, Deborah Kibler, Pauline Kim, Gail Knezevic,

Sojeong Lee, Pete Ligeros, Summer Loll, Mary Luhrs, Angel Marques, Maria Molotis,

Claire Norris, Julia Ray, Tatum Reddington, Wendy Rhodes, Whitney Sasso,

Shelby Sawyer, Pamela Schick, Alexandra Schultz, Robert Stewart, Cathleen Tamietti, Lisa VanRiette, Anastacia VanVoorhis, Robert Vaughn, Georgina Verdugo, Laura

Vickery-Peterson, Susan Wisz, William Yates, Eunice Yi

See Employee List Safety Committee Attendee September 1, 2019 to

Top of the World Elementary General Fund June 11, 2020

0108477408-2280 \$29.23 per hour

NTE: 4 hours each

Employees: William Guido, Margaret Warder

See Employee List Special Education Meetings Outside of Work Day August 30, 2019 to

Thurston Middle School Special Ed Funds June 11, 2020

0104602120-1130 \$42.61 per hour NTE: 3.75 hours

Employees: Jennifer Hill, Heather Rosenthal, Lorraine Winokur

See Employee List Special Education Meetings Outside of Work Day August 30, 2019 to
Laguna Beach High School Special Ed Funds June 11, 2020

0104602120-1130 \$42.61 per hour

NTE: 35 hours

Employees: Mindy Hawkins, Jacob Rusinkovich, Kristina Smith,

Rachel Sweet, Julie Yaccino

See Employee List Prep and Present Disc Training August 12, 2019 to

Thurston Middle School General Funds August 22, 2019

010601108-1130 \$42.61 per hour

NTE: 4 hours

Employees: Randi Beckley, Alexis Karol, Leah Prettyman

Kristina Smith Create Instructional Assistant Schedule August 21, 2019 to

Laguna Beach High School Special Ed Funds August 28, 2019

0104602120-1130 \$42.61 per hour

NTE: 5 hours

EMPLOYMENT: Short Term Assignments - Extra Duty (continued)

Name: Position/Site:

Steve Sogo Science Curriculum Development

Laguna Beach High School

0105011012-1130

August 9, 2019 to General Fund August 12, 2019

\$42.61 per hour

NTE: 8 hours

Shannon Stringham **Destination Imagination Coordinator**

Top of the World Elementary

0108015600-1130

NTE: 12 hours

September 1, 2019 to

June 11, 2020

Effective Date:

Thasa Zuziak

Instructional Assistant, Special Ed

Laguna Beach High School

0104612310-2150

General Fund \$27.76 per hour

General Fund

\$42.61 per hour

NTE: 1 hour per week

Reason: Assist blind student in after school program

VI. EMPLOYMENT: Stipends

Name: Position/Site:

Maureen Bornstein

Instructional Assistant, Special Ed

Top of the World Elementary

0104622510-2150

\$50.04 per month Reason: Specialized health care support for students

Kasey Childs Konkel

Instructional Assistant, Special Ed

Top of the World Elementary

0104612310-2150

Special Ed Fund \$56.92 per month

Special Ed Fund

Reason: Specialized health care support for students

Brett Dick

Elementary Administrative Designee

Top of the World Elementary

0108091005-1370

General Fund

NTE: \$2084.49

Riley Cosgrave

No Place for Hate Coordinator

Top of the World Elementary

0108011005-1190

General Fund

NTE: \$320.69

Lyndsey Hyde

Instructional Assistant, Special Ed

Top of the World Elementary

Special Ed Fund 0104602150-2150 \$42.94 per month

Reason: Specialized health care support for students

June 11, 2020

August 26, 2019 to

Effective Date: August 16, 2019 to

June 11, 2020

August 16, 2019 to

June 11, 2020

June 11, 2020

September 1, 2019 to

September 1, 2019 to

January 31, 2020

August 16, 2019 to

June 11, 2020

VI. EMPLOYMENT: Stipends (continued)

Name: Position/Site:

Kim Mattson District GATE Coordinator

Kim Mattson District GATE Coordinator August 26, 2019 to

District Wide General Fund June 11, 2020

0102014011-1170 NTE: \$4168.97

Kim Mattson Site GATE Coordinator September 1, 2019 to

Top of the World Elementary General Fund June 11, 2020

Effective Date:

0108014011-1170 NTE: \$2084.49

Agnes McManus Instructional Assistant, Special Ed August 16, 2019 to

El Morro Elementary Special Ed Fund June 11, 2020

0104602120-2150 \$54.31 per month

Reason: Specialized health care support for students

Sara Pedraza Instructional Assistant, Special Ed August 16, 2019 to

Top of the World Elementary Special Ed Fund June 11, 2020 0104602150-2150 \$45.16 per month

Reason: Specialized health care support for students

See Employee List Science Camp Chaperones September 17, 2019 to

Thurston Middle School General Fund September 20, 2019

0106311008-1170 NTE: \$962.00 each
Employees: Ashley Blum, Gloria Harwood, Ivy Leighton,
Pam Majd, Jesse Rothman, Richard Selin, Lorraine Winokur

Liv Shirley Site Testing Coordinator September 1, 2019 to

Top of the World Elementary General Fund June 11, 2020

0108091005-1370 NTE: \$801.73

VII. EMPLOYMENT: Student Worker/Workability Program

Name: Position/Site: Effective Date:

Sheldon McKinsey Student Worker - Workability July 1, 2019 to
Laguna Beach High School Workability Funds September 1, 2019

0104644575-2960 \$12.00 per hour

NTE: 40 hours

VIII. EMPLOYMENT: Short Term Assignments - Performing Arts

Name:

Position/Site:

Effective Date:

Rogelio Cervantes

Guest Choreographer

August 26, 2019 to

Laguna Beach High School

PA Funds \$29.23 per hour June 11, 2020

0105315017-2970

NTE: 40 hours

David Schmidt

David Slaney II

Guest Choreographer

August 26, 2019 to

Laguna Beach High School

PA Funds

June 11, 2020

0105315017-2970

NTE: 20 hours

\$29.23 per hour

Guest Choreographer

August 26, 2019 to

Laguna Beach High School

PA Funds

\$29.23 per hour

June 11, 2020

0105315017-2970

NTE: 20 hours

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

Name:

Position/Site:

Effective Date:

None

EMPLOYMENT: Short Term Assignments - ASB Funds

Name:

Position/Site:

Effective Date:

None

XI. EMPLOYMENT: Short Term Assignments - PTA

Name:

Position/Site:

Effective Date:

Celena DelPizzo Howell After School Program - Drama

September 1, 2019 to June 11, 2020

Top of the World Elementary

PTA Funds

\$29.23 per hour

0108015600-2145 NTE: 69 hours

Lisa Pitz

After School Program - Cooking

September 1, 2019 to

Top of the World Elementary

PTA Funds

\$29.23 per hour

0108015600-2145 NTE: 322 hours

Nikki Romano

Family Literacy Event Leader

September 1, 2019 to

Top of the World Elementary

PTA Funds

June 11, 2020

June 11, 2020

0108095600-2955

\$29.23 per hour

NTE: 6 hours

Nikki Romano

After School Program - Book Club

September 1, 2019 to

Top of the World Elementary

PTA Funds

June 11, 2020

0108015600-2145

\$29.23 per hour

NTE: 35 hours

XI. EMPLOYMENT: Short Term Assignments - PTA (continued)

Name:

Position/Site:

Effective Date:

Joey Sammut

After School Program - Ceramics

September 1, 2019 to

Top of the World Elementary

June 11, 2020

0108015600-2145

\$29.23 per hour

PTA Funds

NTE: 184 hours

See Employee List

See Employee List

Olga Simon

After School Program Parking Lot & Bus Supervision

September 1, 2019 to

Top of the World Elementary

PTA Funds \$29.23 per hour June 11, 2020

0108015600-2145

NTE: 12 hours each

Employees: Celena DelPizzo-Howeel, Joey Sammut

After School Program - LOCA Arts

September 1, 2019 to

Top of the World Elementary

PTA Funds

June 11, 2020

0108015600-2145

\$29.23 per hour

NTE: 35 hours each

Employees: Alison Keefe, Reem Khalil

After School Program - Chemistry Club

September 1, 2019 to

Top of the World Elementary

PTA Funds

June 11, 2020

0108015600-2145

\$29.23 per hour

NTE: 161 hours

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

Work Site: Laguna Beach High School

General Fund Account: 0105311075-1185/2140

Fall Sports Calendar 2018/19:

In-Season:

August 6 - November 2, 2018

CIF Playoff:

November 2 - December 8, 2018

Winter Sports Calendar 2018/19:

In-Season:

November 12 - February 1, 2019

CIF Playoff:

February 5 to March 9, 2019

Spring Sports Calendar 2018/19:

In-Season:

February 9 - May 11, 2019

CIF Playoff:

April 27 - May 29, 2019

Coed Strength Coach - Summer Camp

Name:

Position:

Stipend:

Rvan Belsito

Assistant Coach

\$2,000.00

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

Volleyball - Boys - Summer Camp

Name: Position:

Head Coach

Stipend: \$3,000.00

Volleyball - Girls - Summer Camp

Name:

Position:

Stipend:

Lance Stewart

Lance Stewart

Assistant Coach

\$2,000.00

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

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

Fall Sports Calendar 2018/19:

In-Season:

August 6 - November 2, 2018

CIF Playoff:

November 2 - December 8, 2018

Winter Sports Calendar 2018/19:

In-Season:

November 12 - February 1, 2019

CIF Playoff:

February 5 to March 9, 2019

Spring Sports Calendar 2018/19:

In-Season:

February 9 - May 11, 2019

CIF Playoff:

April 27 - May 29, 2019

None

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

Employment:

Name:	Classification:	Effective Date:
Demi Beauchamp	Substitute Teacher	August 12, 2019
Bridella Carter	Substitute Teacher	August 12, 2019
Allison Corradini	Substitute Teacher	August 12, 2019
Laurissa Dobken	Substitute Teacher	August 12, 2019
Kimberly Farrell	Substitute Teacher	August 12, 2019
Jesus Galvez	Substitute Teacher	August 12, 2019
Miranda Garlick	Substitute Teacher	August 12, 2019
Tyre Hines	Substitute Teacher	August 29, 2019
Doug Jolley	Substitute Teacher	August 20, 2019
George Katrib	Substitute Teacher	August 12, 2019
Lauren Kearney	Substitute Teacher	August 12, 2019
Austin Keavney	Substitute Teacher	August 12, 2019
Manal Kerfoot	Substitute Teacher	August 12, 2019
Pauline Kim	Substitute Teacher	August 12, 2019

XIV. Employment. Resignation and Release-Substitute Teachers & Classified Substitutes: (continued)

Employment:

Name:	Classification:	Effective Date:
SoJeong Lee	Substitute Teacher	August 12, 2019
Summer Loll	Substitute Teacher	August 29, 2019
Christian Lopez Medina	Classified Substitute	August 5, 2019
Mary Luhrs	Substitute Teacher	August 12, 2019
Tatum Reddington	Substitute Teacher	August 12, 2019
Amanda Roberts	Substitute Teacher	August 12, 2019
Shelby Sawyer	Substitute Teacher	August 12, 2019
Alexandra Schultz	Substitute Teacher	August 12, 2019
Robert Lance Stewart	Substitute Teacher	August 29, 2019
Anastacia Van Voorhis	Substitute Teacher	August 12, 2019
Georgina Verdugo	Substitute Teacher	August 12, 2019
Sean Zamarripa	Classified Substitute	July 25, 2019

Resignations:

Name:	Classification:	Effective Date:
Laurissa Dobken	Substitute Teacher	August 29, 2019
Pauline Kim	Substitute Teacher	August 29, 2019
Kimberly Leeds	Substitute Teacher	September 9, 2019
Gregory Roberts	Substitute Teacher	August 30, 2019

Laguna Beach Unified School District

13.c. CONSENT/ACTION

September 24, 2019

Approve:

Conference/Workshop Attendance

Proposal

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

Conferences

Jason Viloria – "Suburban School Superintendents" – November 5-9, 2020 - Charleston, SC. The theme for the 2019 Conference is Revolutionizing Learning for a New Generation of Students. The conference is geared to:

- Change the way you think to empower you to make positive change at work and in life
- Provide tools to create a positive, healthy, and engaged learning community
- Celebrate and honor the success of Suburban School Superintendents across the nation
- Highlight revolutionary work and best practices by Suburban School Superintendents by leveraging the experts in the room
- Build leadership capacity as you plan to implement what you learn
- e Build capacity within the next generation of Suburban School Superintendents

Fiscal Impact:

- \$ 650.00 Registration
- \$ 600.00 Transportation/Parking
- \$ 1,364.00 Lodging
- \$ 200.00 Meals
- \$ 2,814.00 Total

Account #0101377100 - 5220 Superintendent Travel

Total Fiscal Impact:

\$ 2,814.00

Laguna Beach Unified School District

13.d. CONSENT/ACTION

September 24, 2019

Approval:

Student Field Trips

Proposal

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

1. Laguna Beach High School

Destination:

Boys Waterpolo Tournament - Atherton

Date:

October 17 - 19, 2019

Chaperone(s):

Ethan Damato and three others

Cost to Student:

\$200.00

Number of Students:

18

Transportation:

Plane

Accommodations:

Creekside Inn, Palo Alto

2. Laguna Beach High School

Destination:

Girls Waterpolo Tournament - Santa Barbara

Date:

January 9 - 11, 2020

Chaperone(s):

Ethan Damato and three others

Cost to Student:

\$200.00

Number of Students:

18

Transportation:

District Vans

Accommodations:

Pacifica Suites 5490 Hollister Ave, Santa Barbara

Student-athletes will compete against others from across the state.

Background

The principal of Laguna Beach High School approved the Applications for Field Trip request and submitted the application for approval in accordance with Board Policy 6153, School Sponsored Trips. This policy provides forms for use by parents/guardians that give permission for their students to participate in field trips, along with authorization for medical care and a waiver in conformance with Ed 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.

13.e. CONSENT/ACTION

September 24, 2019

Approval:

Acceptance of Gifts - Check Totaling \$10,000.00

LCAP Goal

Goal 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.

Proposal

Staff proposes the Board of Education accept the following gift(s) to the District – check totaling \$10,000.00.

Background

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

Recommended Action

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

Type of Gift	Donor	Amount/Gift	Disposition
Check	Beesley Family Foundation	\$10,000.00	ELM - Donations budget
Total		\$10,000.00	

13.f. CONSENT/ACTION

September 24, 2019,

Approval:

Agreements for Contracted Services - Special Education

Proposal

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

Background

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

Budget Impact

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

Recommended Action

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

Agreements for Contracted Services – September 24, 2019

Contractor	Description of Services	Term	Funding	Estimated Cost
Independent Contract Advancement for Behavior & Educational Development & Intervention dba ABEDI, Inc.	Functional Behavioral Assessment for a special education student	08/26/19- 10/31/19	Outside Agency 0104602140-5894	\$1,760
Independent Contract Star of California, ERA Ed.	Behavioral Health Services for special education students	08/26/19- 06/30/20	Outside Agency 0104132750-5889	\$30,000
Independent Contract Jennifer Toney Speech Pathology	Physical Therapy services for special education students	08/26/19- 06/30/20	Outside Agency 0104632900-5886	\$18,360
Independent Contract Maxim Healthcare Services, Inc.	LVN services for a special education student	08/26/19- 06/30/20	Outside Agency 0104172860-5831	\$52,650
Independent Contract Laguna Beach Language & Speech Clinic	Independent Speech/Language evaluation for a special education student	09 /10/19 - 11/26/19	Outside Agency 0104192430-5895	\$3,750

13.g. CONSENT/ACTION

September 24, 2019

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 approve the following contracts.

Grammarly	Premium Writing Support Software License LHBS District Office	7/31/19-7/30/20 Renewal	0113457175-5805	\$4,450
Lucid Data	PD Express Software License District-wide	12/1/19-11/30/20 Renewal	0113457175-5805	\$2,832
Zendesk	Help Desk Software License District-wide	9/15/19-9/14/20 Renewal	0113457175-5805	\$10,408
Learn by Doing	Albert AP US History LBHS	7/1/19-6/30/20 Renewal	0113017175-8505	\$1,500
Mystery Science	Science Software License EMS	7/1/19-6/30/20 Renewal	0113017175-5805	\$999
Follett	Library Software License All sites	11/30/19-11/30/20 Renewal	0113017175-5805	\$5,201

13.h. CONSENT/ACTION

September 24, 2019

Approval:

Ratification of Certificated Payroll 2A in the Amount of \$462,902.37 Ratification of Classified Payroll 2B in the Amount of \$620,200.33

LCAP Goal

Goal 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.

Proposal

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

- 1. Certificated Payroll 2A in the amount of \$462,902.37; and,
- 2. Classified Payroll 2B in the amount of \$620,200.33 for the month of August 2019 totaling \$1,083,102.70.

Background

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

Recommended Action

Staff recommends the Board of Education approve:

- 1. Certificated Payroll 2A in the amount of \$462,902.37; and,
- 2. Classified Payroll 2B in the amount of \$620,200.33 for the month of August 2019 totaling \$1,083,102.70.

13.i. CONSENT/ACTION

September 24, 2019

Approval:

Warrants #398669 Through #398977 in the Amount of \$2,868,601.24

Dates: 08/16/2019 through 09/13/2019

LCAP Goal

Goal 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.

Proposal

Staff proposes the Board of Education approve/ratify Warrants #398669 through #398977 in the amount of \$2,868,601.24.

Background

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

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

Budget Impact

The warrants are in accordance with the approved 2018/2019 and 2019/2020 District Operating Budgets.

Recommended Action

Staff recommends the Board of Education approve/ratify the warrants in the amount of \$2,868,601.24.

LAGUNA BEACH USD 08/16/19 Commercial Check Register All Entries Requested Page 1 FRI, AUG 16, 2019, 8:17 AM --req: PXHODO----leg: 76 ----loc: 94DISB----job: 21543642 #J082--prog: BK514 <1.3 >--report id: CKOCLIST

CHECK D	COCK. 10					
Check #		Payee Name	Description	Key Object	Object Description	Check Amount
0039866		BAVCO	PLUMBING REPAIRS	0102477408 5662	PLANBING REPAIRS CHECK TOTAL:	1,217.05 1,217.05
0039867	0 08/16/19	COW GOVERNMENT LLC	COMPUTER SUPPLIES ANNUAL SOFTWARE LICENSE FEE		COMPUTER SUPPLIES NUMBER SOFTWARE LICENSE CHECK TOTAL:	14,896.00 9,765.46 24,661.46
0039867	08/16/19	Com Communications	AUGUST 2019 ALL OTHER LOCAL REVENUE JULY 2019 AUGUST 2019 AUGUST 2019 JULY 2019 JULY 2019 INTERNET CONNECTIVITY	0100005090 869 0106091008 586 0113457175 594 0113457175 594 0113457175 594	9 ALL OTHER LOCAL REVENUE 9 ALL OTHER LOCAL REVENUE 10 MISC OUTSIDE VENDOR 10 INTERNET CONNECTIVITY 10 INTERNET CONNECTIVITY 10 INTERNET CONNECTIVITY 10 INTERNET CONNECTIVITY 10 INTERNET CONNECTIVITY 10 INTERNET CONNECTIVITY 11 CHECK TOTAL:	-4,269.95 -119.70 18.00 8,524.56 1,769.06 575.74 97.65 428.05 7,023.41
003986	72 08/16/19	Ganahl Lumber	MAINTENANCE SUPPLIES	0102477408 436 0102477408 436 0102477408 436 0102477408 436 0102477408 436 0102477408 436	2 MAINTENANCE SUPPLIES CHECK TOTAL:	15.14 28.19 124.77 118.14 93.16 162.54 70.44 240.25 842.63
003986	73 08/16/19	HAPARA	ANNUAL SOFTWARE LICENSE FEE	0113017175 580	5 ANNUAL SOFTWARE LICENSE CHECK TOTAL:	
003986	74 08/16/19	Home Depot	MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES 3-DRAWER ROLLING INDUSTRIAL WO FREIGHT MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES	0102477408 430 0102477408 430 0105015040 443 0105015040 443	2 MAINTENANCE SUPPLIES 2 MAINTENANCE SUPPLIES 52 MAINTENANCE SUPPLIES 60 ROUIPMENT-NEW \$500-\$5000 60 ROUIPMENT-NEW \$500-\$5000 62 MAINTENANCE SUPPLIES 62 MAINTENANCE SUPPLIES 62 MAINTENANCE SUPPLIES 62 CHECK TOTAL	95.12 163.10 81.49 171.32
003986	75 08/16/19) McMaster-Carr	PLUMBING REPAIRS	0102477408 56	62 PLUMBING REPAIRS CHECK TOTAL	11.55 11.55
003986	76 08/16/19	Mind Research Institut	ANNUAL SOFTWARE LICENSE FEE	0113017175 58	05 Annual Software License	36,080.00

LAGINGA BEACH USD 08/16/19 Commercial Check Register All Entries Requested Page 2 FRI, AUG 16, 2019, 8:17 AM --req: PXHODO----leg: 76 ----log: 94DISB----job: 21543642 #J082--prog: BK514 <1.3 >--report id: CKOCLIST

CHACK SCOO	ac: ra					
Check #	Register	Payee Name	Description	Key Objec	t Object Description	Check Amount
					CHECK TOTAL:	36,080.00
00398677	08/16/19	Montgomery Hardware Co	OTHER MAINTENANCE SERVICES	0102477408 56	692 OTHER MAINTENANCE SERVIC CHECK TOTAL:	1,180.09 1,180.09
00398678	08/16/19	PITNEY BOWES GLOBAL FI	5/30/19 - 8/29/19	0102397400 50	620 RENTAL EXPENSE CHECK TOTAL:	653.88 653.88
00398679	08/16/19	Resilient Communicatio	Annual Software License fee	0113457175 50	805 Annual Software License Check Total:	10,480.16 10,480.16
00398680	08/16/19	Studies Weekly Inc.	BROOMS	0102016300 4	100 TEXTROOKS CHECK TOTAL:	27,383.59 27,383.59
00398681	08/16/19	VANTAGE LEARNING USA L	Annual Software License fee	0113017175 5	805 Annual Software License Check Total:	19,600.00 19,600.00
00398682	08/16/19	ModSpaca	SITE IMPROVEMENT	4205498650 6	110 SITE IMPROVEMENT CHECK TOTAL:	323.65 323.65
			TOTAL P	OR STOCK 76 L	aguna Beach's check stock ID	146,949.12

LAGUNA BEACH USD 08/19/19 Commercial Check Register All Entries Requested Fage 1 MON, AUG 19, 2019, 8:41 AM --req: JJNIXO----leg: 76 ----log: 94DISB----job: 21547637 #J123--prog: BK514 <1.3 >--report id: CKCCLIST

Check # Register	Payee Name	Description	Key Object	Object Description	Check Amount
00398683 08/19/19	Advanced Alarm & Fire	ALARM SERVICES	0105477409 5560	ALARM SERVICES CHECK TOTAL:	500.00 500.00
	Air-Ex Air Conditionin	HVAC	0105477408 5660	HVAC CHECK TOTAL:	526.02 526.02
00398685 08/19/19	BAVCO	PLUMBING REPAIRS	0102477408 5662	PLUMBING REPAIRS CHECK TOTAL:	298.33 298.33
	Carolina Biological Su	MATERIALS & SUPPLIES-INSTRUCT	0105011012 4310	MATERIALS & SUPPLIES-INS	1,260.08
00398687 08/19/1	Dunn Edwards Paint	MAINTENANCE SUPPLIES	0102477408 4362 0102477408 4362 0105477408 4362 0106477408 4362 0106477408 4362 0106477408 4362 0107477408 4362	MAINTENANCE SUPPLIES	275.75 15.32 744.29 737.02 85.06 468.10 867.58 1,955.87 245.60 605.76 581.39 286.84 8.64 7.22 378.12 82.66 31.91 103.26 429.74 348.78 533.14 277.96 42.72 160.08 8,336.71
00398688 08/19/	9 Ganahl Lumber	MAINTENANCE SUPPLIES		CHECK TOTAL:	47.25
00398689 08/19/	9 Intermountain	JULY 2019 JULY 2019 JULY 2019	0104632210 587 0104632210 588 0104632210 589	75 Tuition 19 Other Therapy 18 Ab3632 Room & Board	2,737.50 8,060.00 1,550.00

LAGUNA BEACH USD 08/19/19 Commercial Check Register All Entries Requested Page 2 MCM, AUG 19, 2019, 8:41 AM --req: JJMIKO----leg: 76 ----log: 94DISB-----job: 21547637 #J123--prog: BK514 <1.3 >--report id: CKCCLIST

Check #	Register	Payee Name	Description JULY 2019	Key Object 0104632210 587		1,017.00 13,364.50
00398690	08/19/19	Los Angeles County Off	PUBLICATIONS & JOURNALS	0109397150 436	5 FUBLICATIONS & JOURNALS CHECK TOTAL:	195.74 195.74
00398691	08/19/19	Montgomery Hardware Co	BUILDING IMPROVEMENTS	0105497408 623	0 BUILDING IMPROVEMENTS CHECK TOTAL:	7,171.72 7,171.72
00398692	08/19/19	Mountain & Sea Educati	MISC OUTSIDE VENDOR	0106015455 586	50 MISC OUTSIDE VENDOR CHECK TOTAL:	42,593.42 42,593.42
00398693	08/19/19	SC Fuels	JULY 2019 JULY 2019		75 FUEL FOR VEHICLES 75 FUEL FOR VEHICLES CHECK TOTAL:	473.69 194.64 668.33
00398694	08/19/19	Southern Calif Gas Co.	JULY 2019 JULY 2019 JULY 2019 JULY 2019 JULY 2019	0102477409 553 0105477409 553 0105477409 553	10 HEAT - UTILITIES 10 HEAT - UTILITIES 10 HEAT - UTILITIES 10 HEAT - UTILITIES 10 HEAT - UTILITIES CHECK TOTAL:	22.05 14.79 14.79 47.99 94.70 194.32
			TOTAL E	OR STOCK 76 La	guna Beach's check stock ID	75,156.42

LAGUNA BEACH USD 08/20/19 Commercial Check Register All Entries Requested Page 1 TUE, AUG 20, 2019, 8:34 AM --req: PXHODO----leg: 76 ----log: 94DISB----job: 21550497 #J210--prog: BK514 <1.3 >--report id: CKOCLIST

Charge Stock: 70						
Check #	Register	Payes Name	Description	Key Object	Object Description	Check Amount
00398695	08/20/19	ANCEOR ELECTRIC	ELECTRICAL REPAIRS ELECTRICAL REPAIRS		1 ELECTRICAL REPAIRS 1 ELECTRICAL REPAIRS CHECK TOTAL:	4,471.00 5,672.00 10,143.00
00398696	08/20/19	B & H Photo Video Inc.	SL700DK SLIK PRO 700 DK TRIPOD CA5019EFSTM CANON 55 MM LENS ROVING RODE VIDEO MIC GO LIGHTW CAEDRT7IARK CANON EOS REBEL T7 N1247028VR NIKON AF-S NIKKOR 2 NID5600B NIKON D5600 DSLR CAME WADTRI660KOA WACCM CINTIG 16 C	0105114695 431 0105114695 431 0105114695 441 0105114695 441	O MATERIALS & SUPPLIES-INS O MATERIALS & SUPPLIES-INS O EQUIPMENT-NEW \$500-\$5000 O EQUIPMENT-NEW \$500-\$5000	183.12 134.69 106.67 1,022.55 2,043.97 643.21 700.32 4,834.53
00398697	08/20/19	BRIGNAC, ROI	7/11 - AERIES ADV MEETING	0113457175 523	20 TRAVEL & COMFERENCE CHECK TOTAL:	25.87 25.87
00398698	08/20/19	Chastain, Shannon	7/22-7/24 - STRENGTH ACAD	0113015040 52	20 TRAVEL & CONFERENCE, CHECK TOTAL:	200.36 200.36
00398699	08/20/19	Clear Marketing Concep	MISC OUTSIDE VENDOR	0105011075 58	60 MISC OUTSIDE VENDOR CHECK TOTAL:	1,800.00
00398700	08/20/19	Eagle Software	annual software license fee	0113457175 50	05 ANNUAL SOFTWARE LICENSE CHECK TOTAL:	17,623.76 17,623.76
00398701	08/20/19	Golden State Fence Com	CONTRACT SERVICES CONTRACT SERVICES		10 CONTRACT SERVICES 10 CONTRACT SERVICES CHECK TOTAL:	1,829.52 1,647.46 3,476.9B
00398702	08/20/19	Home Depot	MAINTENANCE SUPPLIES	0102477408 43	62 MAINTENANCE SUPPLIES CHECK TOTAL:	478.22 478.22
00398703	08/20/19	Irvine Ranch Water Dis	SEWER FEES	-0107477409 55	55 SEWER FEES CHECK TOTAL:	9,889.35 9,889.35
00398704	08/20/19		REGISTRATION - 2019-2020	0104632900 58	78 PARENT REIMBURSEMENT (LE CHECK TOTAL:	
0.0398705	08/20/19	Lakeshore Learning Mat	MATERIALS & SUPPLIES-INSTRUCT	0108011005 43	10 MATERIALS & SUPPLIES-INS CHECK TOTAL:	
00398706	08/20/19	MORRISON, MICHAEL	7/9~7/10 - EDTECH CONF	0113457175 52	20 TRAVEL & CONFERENCE CHECK TOTAL:	67.20 67.20

LAGUNA BEACH USD 08/20/19 Commercial Check Register All Entries Requested Page 2 TOE, AUG 20, 2019, 8:34 AM --req: PREODO----leg: 76 ----loc: 94DISB----job: 21550497 #J210--prog: BK514 <1.3 >--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Objec	t Object Description	Check Amount
	08/20/19	Watus Medical Incorpor	MISC REPAIR MISC REPAIR MISC REPAIR OTHER MAINTENANCE SERVICES	0102172850 56	90 Misc Repair 90 Misc Repair 90 Misc Repair 92 Other Maintenance Servic Check Total;	509.50 -560.00 468.00 156.00 573.50
00398708	08/20/19	Online-Rewards	MISC OUTSIDE VENDOR	0110397140 58	60 MISC OUTSIDE VENDOR CHECK TOTAL:	5,500.00 5,500.00
00398709	08/20/19	PAPER RECYCLING AND SH	OTHER MAINTENANCE SERVICES	0101377100 56	592 OTHER MAINTENANCE SERVIC CHECK TOTAL:	200.00 200.00
00398710	08/20/19	Staples Advantage	COPIER PAPER GENERAL SUPPLIES-NOW INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0105011012 43 0105011012 43 0105011012 43 0105011012 43	312 COPIER PAPER 340 GENERAL SUPPLIES-NOM INS 310 MATERIALS & SUPPLIES-INS 310 MATERIALS & SUPPLIES-INS 310 MATERIALS & SUPPLIES-INS 310 MATERIALS & SUPPLIES-INS 310 MATERIALS & SUPPLIES-INS CHECK TOTAL:	344.15 9.27 39.27 27.70 353.46 95.20 3.30 872.35
00398711	08/20/19	The LaunchPad Therapy	JULY 2019	0104632900 5	885 OCCUPATIONAL THERAPY CHECK TOTAL:	495.00 495.00
00398712	08/20/19		SEMESTER 1	0104632900 5	878 PARENT REIMBURSEMENT (LE CHECK TOTAL:	3,675.00 3,675.00
00398713	08/20/19	Verizon Wireless LA	JULY 2019	0113457175 5	930 MOBILE COMMUNICATIONS CHECK TOTAL:	2,403.41 2,403.41
			TOTAL F	OR STOCK 76 L	aguna Beach's check stock II	63,190.14

LAGUNA BEACK USD 08/21/19 Commercial Check Register All Entries Requested Page 1 WED, AUG 21, 2019, 7:59 AM --req: RGHAUG---leg: 76 ----loc: 94DISB----job: 21553803 #J304--prog: BK514 <1.3 >--report id: CEOCLIST

Chack Stock: 76					
Check # Register	Payee Name	Description	Key Object	Object Description	Check Amount
00398714 08/21/19	Acorn Media	MATERIALS & SUPPLIES-INSTRUCT	0108015040 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	3,455.34 3,455.34
00398715 08/21/19	Bell Electric	ELECTRICAL REPAIRS	0108477408 5661	ELECTRICAL REPAIRS CHECK TOTAL:	2,040.00 2,040.00
00398716 08/21/19	Bergen, Ann	GENERAL SUPPLIES-NON INSTRUCT	0105091012 4340	GENERAL SUPPLIES-NON INS CHECK TOTAL:	98.11 98.11
00398717 08/21/19	Fisher Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	1,050.23 1,050.23
00398718 08/21/19	Ganahl Lumber	MAINTENANCE SUPPLIES	0108477408 436	MAINTENANCE SUPPLIES CHECK TOTAL:	24.20 24.20
00398719 08/21/19	Grainger	GENERAL SUPPLIES-NON INSTRUCT	0105091012 434	GENERAL SUPPLIES-NON INS CHECK TOTAL:	228.11 228.11
00398720 08/21/19	Johnson Controls Fire	MAY 2019 MAY 2019 MAY 2019 MAY 2019 MAY 2019 ALARM SERVICES	0105477409 556 0105477409 556 0106477409 556 0107477409 556	O ALARM SERVICES CHECK TOTAL:	190.00 1,485.72 177.69 482.25 327.25 272.25 2,935.16
00398721 08/21/19	Lexia Learning Systems	SUBSCRIPTIONS	0108011005 436	8 SUBSCRIPTIONS CHECK TOTAL:	1,200.00 1,200.00
00398722 08/21/19	OCDE	TRAVEL & CONFERENCE	0105011012 522	O TRAVEL & CONFERENCE CHECK TOTAL:	750.00 750.00
00398723 08/21/19	Painting & Decor Inc.	PAINTING BUILDING IMPROVEMENTS PAINTING	0105477408 567 0105497408 623 0107477408 567	O BUILDING IMPROVEMENTS	10,300.00 67,902.00 29,718.00 107,920.00
00398724 08/21/19	PowerSchool Group LLC	ANNUAL SOFTWARE LICENSE FEE	0113017175 580	5 Annual Software License Check Total:	17,160.00 17,160.00
00398725 08/21/19	Premier Agendas Inc.	MATERIALS & SUPPLIES-INSTRUCT	0108011005-431	O MATERIALS & SUPPLIES-INS CHECK TOTAL:	
00398726 08/21/19	Procure America Inc	JUNE 2019 - WIRELESS	0102477409 583	31 CONSULTANTS-OTHER	69.40

LAGUNA BEACE USD 08/21/19 Commercial Check Register All Entries Requested Fage 2 WED, AUG 21, 2019, 7:59 AM --req: RGHAUG---leg: 76 ----loc: 94DISB----job: 21553803 #J304--prog: BE514 <1.3 >--report id: CEOCLIST

Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
			June 2019 - Telecom Consultants-Other	0102477409 583 0102477409 583		1,129.84 224.50 1,423.74
00398727	08/21/19	Read Naturally	SUBSCRIPTIONS	0109011005 436	8 SUBSCRIPTIONS CHECK TOTAL:	690.00 690.00
00398728	08/21/19	TEXTBOOK WARRHOUSE	TEXTROCKS	0102014100 410	O TEXTBOOKS CHECK TOTAL:	788.73 788.73
00398729	09/21/19	The Master Teacher Inc	Annual Software License fee	0113017175 583	O COMBULTANTS-INSTRUCTIONA CHECK TOTAL:	2,499.00 2,499.00
00398730	08/21/19	ULINE INC.	PLUMBING REPAIRS	0102477408 566	2 PLOMBING REPAIRS CHECK TOTAL:	1,887.51 1,887.51
00398731	08/21/19	WAXIE SANITARY SUPPLY	MAINTENANCE SUPPLIES	0102477408 436	2 MAINTENANCE SUPPLIES CHECK TOTAL:	532.02 532.02
00398732	08/21/19	Ruhnau Clarke Architec	PLANNING/ENGINEERING FEES	4206498700 623	9 PLANNING/ENGINEERING FEE CHECK TOTAL:	6,060.00 6,060.00
			TOTAL FO	OR STOCK 76 Lag	juna Beach's check stock ID	151,431.75

LAGUNA BEACH USD 08/22/19 Commercial Check Register All Entries Requested Page 1 THU, AUG 22, 2019, 8:38 AM --req: JUPHAM----leg: 76 ----log: 94DISB----job: 21557093 #J409--prog: EK514 <1.3 >--report id: CKOCLIST

	Register	Payee Name	Description	Key Object		Check Amount
00398733	08/22/19	5M Contracting Inc.	ASBESTOS	0105477408 5601	ASBESTOS CHECK TOTAL:	3,898.00 3,898.00
00398734	08/22/19	Apple Computer Inc.	COMPUTER SUPPLIES COMPUTER SUPPLIES		COMPUTER SUPPLIES COMPUTER SUPPLIES CHECK TOTAL:	3,217.85 3,249.38 6,467.23
00398735	08/22/19	CODESP	ANNUAL SOFTWARE LICENSE FEE	0110397140 5805	ANNUAL SOFTWARE LICENSE CHECK TOTAL:	2,200.00 2,200.00
00398736	08/22/19	Durham School Services	SUMMER SCHOOL - JUNE 2019 SUMMER SCHOOL - JUNE 2019 SUMMER SCHOOL - JUNE 2019 SUMMER SCHOOL - JUNE 2019 SUMMER SCHOOL - JULY 2019	0102256700 5853 0104256700 5100 0104256700 5853	CHARTER BUS-HOME TO SCHO CHARTER BUS-HOME TO SCHO SUBAGREEMENTS FOR SERVIC CHARTER BUS-HOME TO SCHO CHARTER BUS-HOME TO SCHO CHECK TOTAL:	4,788.00 13,768.44 4,559.40 3,067.60 21,932.40 48,115.84
00398737	08/22/19	Ganahl Lumber	MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES		2 MAINTENANCE SUPPLIES 2 MAINTENANCE SUPPLIES CHECK TOTAL:	16.46 34.33 50.79
00398738	08/22/19	Grainger	GENERAL SUPPLIES-NON INSTRUCT	0105091012 434	GENERAL SUPPLIES-NON INS CHECK TOTAL:	39.71 39.71
00398739	08/22/19	GST	EQUIPMENT-NEW \$500-\$5000	0110377145 441	O EQUIPMENT-NEW \$500-\$5000 CHECK TOTAL:	769.34 769.34
00398740	08/22/19	HI-TECH Cabling Inc.	CONSULTANTS-COMPUTER SERVICES	0113457175 583	2 CONSULTANTS-COMPUTER SER CHECK TOTAL:	
00398741	08/22/19		AUGUST 2019 AUGUST 2019		1 OTHER BENEFITS, CERTIFICA 1 OTHER BENEFITS, CERTIFICA CHECK TOTAL:	8,047.83
00398742	08/22/19	Office Depot	GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT	0109397150 434 0109397150 434 0109397150 434	O GEBERAL SUPPLIES-NON INS O GENERAL SUPPLIES-NON INS O CEMERAL SUPPLIES-NON INS O GENERAL SUPPLIES-NON INS O GENERAL SUPPLIES-NON INS CHECK TOTAL	341.83 59.15 13.20 4.27
00398743	08/22/19	Plank Road Publishing	MATERIALS & SUPPLIES-INSTRUCT	0108011005 431	O MATERIALS & SUPPLIES-INS CHECK TOTAL	

	3				and handrin from	CARGOLIA EMPLIA
00398744	08/22/19	TLC Child & Family Ser	JULY 2019 JULY 2019 JULY 2019	0104632210 5898 0104632210 5889 0104632210 5875		13,732.00 1,159.02 795.28 15,686.30
00398745	08/22/19	Total Fence Solutions	CONTRACT SERVICES	0107475600 5610	CONTRACT SERVICES CHECK TOTAL:	2,900.00 2,900.00
00398746	08/22/19	University of Californ	9/10 - FRAMEWORK CONF	0109397150 5220	TRAVEL & CONFERENCE CHECK TOTAL:	675.00 675.00
00398747	08/22/19	Vavrinek Trine Day & C	2019 FEDERAL COMPLIANCE JULY 2019	0102377102 5840 0102377102 5840		500.00 1,000.00 1,500.00
00398748	08/22/19	West Coast Fire & Inte	AUGUST 2019 AUGUST 2019 AUGUST 2019 AUGUST 2019 AUGUST 2019 AUGUST 2019	0105477409 5560 0106477409 5560 0107477409 5560 0108477409 5560	O ALARM SERVICES CHECK TOTAL:	180.00 100.00 100.00 100.00 100.00 190.00 770.00

TOTAL FOR STOCK 76 Laguna Beach's check stock ID 101,614.07

LAGUNA BEACH USD 08/23/19 Commercial Check Register All Entries Requested Page 1 FRI, AUG 23, 2019, 8:22 AM --req: JJNINO----leg: 76 ----loc: 94DISB-----job: 21560094 #J498--prog: EK514 <1.3 >--report id: CROCLIST

CHECK DAY						
Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
00398749	08/23/19	Teta	JULY 2019 JULY 2019 JULY 2019	0102477409 5920 0106477409 5920	TELEPHONE SERVICE	31.52 1.65 10.02 43.19
00398750	08/23/19	BERTRAND'S HORN IMPROV	DYNAMIC VOCAL MICROPHONE W/ON/ HEAVY DUTY TROMBONE STAND K6M) MATERIALS & SUPPLIES-INS) MATERIALS & SUPPLIES-INS CHECK TOTAL:	107.74 129.28 237.02
00398751	08/23/19	Cintas Corporation Loc	GENERAL SUPPLIES-NON INSTRUCT	0102477408 4346	GENERAL SUPPLIES-NON INS CHECK TOTAL:	4,943.39 4,943.39
00398752	08/23/19	Dunn Edwards Paint	MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES	0106477408 436	2 MAINTENANCE SUPPLIES 2 MAINTENANCE SUPPLIES 2 MAINTENANCE SUPPLIES 2 MAINTENANCE SUPPLIES CHECK TOTAL:	-24.69 120.18 1,167.86 17.43 1,280.78
00398753	08/23/19	EPS LITERACY & INTERVE	MATERIALS & SUPPLIES-INSTRUCT	0108011005 431	O MATERIALS & SUPPLIES-INS CHECK TOTAL:	
00398754	08/23/19	Federal Express Corp	POSTAGE/DELIVERY	0102397406 591	O POSTAGE/DELIVERY CHECK TOTAL:	58.48 56.48
00398755	08/23/19	Follett School Solutio	TEXTBOOKS TEXTBOOKS TEXTBOOKS MATERIALS & SUPPLIES-INSTRUCT	0102016300 410 0102016300 410 0102016300 410 0102014100 431	0 TEXTBOOKS	
00398756	08/23/19	Frontiar California In		0105477409 592	O TELEPHONE SERVICE CHECK TOTAL:	70.55 70.55
00398757	08/23/19	Frontier California In	AUGUST 2019 AUGUST 2019 AUGUST 2019 AUGUST 2019 AUGUST 2019	0105477409 592 0106477409 592 0107477409 592	O TELEPHONE SERVICE CHECK TOTAL:	439.04 222.89 152.06 219.52 146.17 1,179.68
00398758	08/23/19	Houghton Mifflin Harco	TEXTROOKS	0102016300 410	00 TEETBOOKS CHECK TOTAL:	570.56 570.56
00398759	08/23/19	Industrial Metal Suppl	PLUMBING REPAIRS	0102477408 56	52 PLIMBING REPAIRS	430.25

LAGUMA BEACH USD 08/23/19 Commercial Check Register All Entries Requested Page 2 FRI, AUG 23, 2019, 8:22 AM --req: JJNIX0----leg: 76 ----log: 94DISB----job: 21560094 #J498--prog: EK514 <1.3 >--report id: CKOCLIST

Check # Register	Payee Name	Description	Key Object	Object Description CHECK TOTAL:	Check Amount 430.25
00398760 08/23/1	Scholastic Inc.	MATERIALS & SUPPLIES-INSTRUCT	0108011005 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	177.91 177.91
00398761 08/23/1	Southern California Ed	JULY 2019	0108477409 5520	LIGHT & POWER CHECK TOTAL:	3,502.84 3,502.84
00398762 08/23/1	9 Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0105011012 4310 0105011012 4310 0105011012 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	336.15 -61.55 196.51 -196.51 764.90 1,039.50
00398763 08/23/1	9 VISTA HIGHER LEARING I	TREVECORS	0102014100 410	CHECK TOTAL:	4,079.12 4,079.12
00398764 08/23/3	9 MOBILE MODULAR MANAGEM	AUGUST 2019	2506498410 562	O RENTAL EXPENSE CHECK TOTAL:	1,104.02 1,104.02
		TOTAL FO	OR STOCK 76 Lag	una Beach's check stock ID	53,224.30

LAGUNA BEACH USD 08/27/19 Commercial Check Register All Entries Requested Page 1 TUE, AUG 27, 2019, 8:24 AM --req: PXHODO----leg: 76 ----loc: 94DISB----job: 21566665 #J694--prog: HK514 <1.3 >--report id: CKOCLIST

CDBCK SCOL	M. 76					
Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
00398765	08/27/19	Advanced Alarm & Fire	ALARM SERVICES	0107477409 5560		1,091.00 1,091.00
00398766	08/27/19	Air-Ex Air Conditionin	HVAC	0105477408 5660	HVAC CHECK TOTAL:	2,983.53 2,983.53
00398767	08/27/19	All About Learning Pre	MATERIALS & SUPPLIES-INSTRUCT	0108011005 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	612.33 612.33
00398768	08/27/19	BEST Contracting Servi	ROOFING	0105497411 6209	ROOFING CHECK TOTAL:	887.30 887.30
00398769	08/27/19	Cengage Learning	MATERIALS & SUPPLIES-INSTRUCT SOFTWARE - INSTRUCTIONAL TEXTBOOKS SOFTWARE - INSTRUCTIONAL		MATERIALS & SUPPLIES-INS SOFTWARE - INSTRUCTIONAL TEXTBOOKS SOFTWARE - INSTRUCTIONAL CHECK TOTAL:	16,029.43 10,182.38 15,622.14 6,109.43 47,943.38
00398770	08/27/19	Dick Blick	MATERIALS & SUPPLIES-INSTRUCT	0105011012 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	800.37 860.37
00398771	08/27/19	Kaiser Foundation Heal	SEPTEMBER 2019 SEPTEMBER 2019 SEPTEMBER 2019 SEPTEMBER 2019 SEPTEMBER 2019 SEPTEMBER 2019	0102017400 3400 0102017400 3400 0102397400 3400 0102397400 3400	HEALTH & WELFARE, CERTIF HEALTH & WELFARE, CERTIF HEALTH & WELFARE, CERTIF HEALTH & WELFARE, CLASSIF HEALTH & WELFARE, CLASSIF HEALTH & WELFARE, CLASSIF CHECK TOTAL:	100,617.28 3,023.79 377.97 49,557.77 1,409.33 186.17 155,252.31
00398772	08/27/19	Laguna Graphic Arts In	OUTSIDE PRINTING OUTSIDE PRINTING		O OUTSIDE PRINTING O OUTSIDE PRINTING CHECK TOTAL:	114.22 1,775.72 1,889.94
00398773	08/27/19	LBUSD Revolving Cash F	BANK SRVC CHRG - JULY 2019	0102397400 582	D BANKING SERVICES CHECK TOTAL:	15.85 15.85
00398774	08/27/19	Sparkletts	MISC OUTSIDE VENDOR	0102397400 586	O MISC OUTSIDE VENDOR CHECK TOTAL:	197.52 197.52
00398775	08/27/19		PARENT REIMBURSEMENT (LEGAL)	0104632900 587	8 PARENT REIMBURSEMENT (LE CHECK TOTAL;	
00398776	08/27/19	Voyagar Sporis Learnin	MATERIALS & SUPPLIES-INSTRUCT	0108011005 431	O MATERIALS & SUPPLIES-INS CHECK TOTAL:	

LACUNA BEACH USD 08/27/19 Commercial Check Register All Entries Requested Page 2 TUE, AUG 27, 2019, 8:24 AM --reg: FXHODO----leg: 76 ----loc: 94DISB----job: 21566665 #J694--prog: BK514 <1.3 >--report id: CKOCLIST

Check Stock: 76

Check # Register Payee Name Description Key Object Object Description Check Amount

00398777 08/27/19 BEST Contracting Servi ROOFING ROOFING ROOFING CHECK TOTAL: CHECK TOTAL:

TOTAL FOR STOCK 76 Laguna Beach's check stock ID 456,242.33

LAGUNA BEACH USD 08/28/19 Commarcial Check Register All Entries Requested Page 1 WED, AUG 28, 2019, 8:23 AM --req: RGHAUG----leg: 76 ----loc: 94DISB----job: 21569696 #J797--prog: BK514 <1.3 >--report id: CKOCLIST

	Register	Payee Name	Description	Key Object	Object Description	Check Amount
			MATERIALS & SUPPLIES-INSTRUCT	0105114695 4310	MATERIALS & SUPPLIES-INS COMPUTER SUPPLIES CHECK TOTAL:	231.26 290.24 521.50
00398779	08/28/19	BERTRAND'S HORN IMPROV	STAGG OAK FIANO BENCH MATT+BLA STAGEPAS 600BT PORTABLE PA SYS CONN L6 DOUBLE FRENCH HORN ART CONN L6 DOUBLE FRENCH HORN ART ROLAND V-DRIMS TD-17KL ELECTRO GODIN SESSION GUITAR CHERRY BU	0102011190 441 0102011190 441 0102011190 441	D EQUIPMENT-NEW \$500-\$5000 D EQUIPMENT-NEW \$500-\$5000 D EQUIPMENT-NEW \$500-85000	202.55 964.35 2,963.12 2,963.12 1,075.33 592.57 8,761.04
00398780	08/28/19	Cox Communications	AUGUST 2019	0113457175 594	O INTERNET CONNECTIVITY CHECK TOTAL:	97.65 97.65
00398781	08/28/19	Curriculum Associates	MATERIALS & SUPPLIES-INSTRUCT	0108011005 431	O MATERIALS 4 SUPPLIES-INS CHECK TOTAL:	686.77 686.77
00398782	08/28/19		AUGUST 2019		O TRANSPORTATION-IN LIEU CHECK TOTAL:	250.40 250.40
00398783	08/28/19	Konica Minolta	JULY 2019	0102397400 565 0102397400 565 0102397400 565 0102397400 565 0105091012 565 0105091012 565 0107091005 565 0108091005 565	0 SOFTWARE/COPIER MAINTENA 0 SOFTWARE/COPIER MAINTENA 10 SOFTWARE/COPIER MAINTENA 10 SOFTWARE/COPIER MAINTENA 10 SOFTWARE/COPIER MAINTENA 11 CHECK TOTAL:	23.89 48.98 62.55 1.96 18.78 0.20 3.03
00398784	08/28/19	Learning Without Tears	MATERIALS & SUPPLIES-INSTRUCT	0108011005 43	O MATERIALS & SUPPLIES-INS CHECK TOTAL:	6,918.29
00398785	08/28/19	Maintex	OTHER CUSTODIAL SUPPLIES	0105477409 43	51 OTHER CUSTODIAL SUPPLIES CHECK TOTAL:	
00398786	08/28/19	OCDE	JULY 2019	0104542110 71	12 IAA-PAYMENTS TO COUNTY C CHECK TOTAL:	
00398787	08/28/19	Void - Continued Stub	Undefined	Undef. Un	de CHECK TOTAL:	*00.00
00398788	08/28/19	Office Depot	GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT		40 General Supplies—Mon in: 40 General Supplies—Mon in:	

LAGUNA BEACH USD 08/28/19 Commercial Check Register All Entries Requested Page 2 WED, AUG 28, 2019, 8:23 AM --req: RGHAUG----leg: 76 ----loc: 94DISB----job: 21569696 #J797--prog: BK514 <1.3 >--report id: CROCLIST

Check Stock: /6					
	Payee Name	Description	Key Object	Object Description	Check Amount
		GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0101377100 4340 0101377100 4340 0101377100 4340 0108011005 4310 0108011005 4310 0108011005 4310	GENERAL SUPPLIES-NON INS GENERAL SUPPLIES-NON INS GENERAL SUPPLIES-NON INS NATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS	26.94 177.59 10.19 1,452.39 54.95 321.02
		MATERIALS & SUPPLIES-INSTRUCT	0108011005 4310 0108011005 4310 0108011005 4310 0108011005 4310 0108011005 4310 0108011005 4310	MATERIALS & SUPPLIES-INS	3,516.43 292.86 40.95 281.87 -40.95 2,525.76
		MATERIALS & SUPPLIES-INSTRUCT	0108011005 431 0108011005 431 0108011005 431 0108011005 431 0108011005 431 0108011005 431	D MATERIALS & SUPPLIES-INS	2,209.93 6.79 42.02 3,770.40 15.60 196.58
		MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0109011005 431 0109011005 431 0109011005 431 0109011005 431 0109011005 431	O MATERIALS & SUPPLIES-INS	62.02 380.14 191.15 78.28 0.86 27.99
		GENERAL SUPPLIES—NON INSTRUCT GENERAL SUPPLIES—NON INSTRUCT GENERAL SUPPLIES—NON INSTRUCT GENERAL SUPPLIES—NON INSTRUCT MATERIALS & SUPPLIES—INSTRUCT GENERAL SUPPLIES—NON INSTRUCT	0108011005 431 0108015600 431 0108015600 431 0108091005 434 0108091005 434 0108091005 434 0108091005 434 0109397150 434 0109397150 434	O GENERAL SUPPLIES NON 188 O MATERIALS & SUPPLIES INS O MATERIALS & SUPPLIES INS O GENERAL SUPPLIES NON 188 O GENERAL SUPPLIES NON 188	1,758.85 18.06 45.71 32.81 4.20 5 542.41 217.16 1 118.31 101.55
		GENERAL SUPPLIES-NON INSTRUCT	0109397150 434	O GENERAL SUPPLIES-NON IN CHECK TOTAL	16.15 18,771.52
00398789 08/28/19	Ralphs Grocery Company	MATERIALS & SUPPLIES-INSTRUCT	0106011008 43	10 MATERIALS & SUPPLIES-IN CHECK TOTAL	5 79.50 79.50
00398790 08/28/19	UPS Protection	ELECTRICAL REPAIRS	0105477409 56	61 ELECTRICAL REPAIRS	2,878.35

LAGUNA BEACK USD 08/28/19 Commercial Check Register All Entries Requested Page 3 WED, AUG 28, 2019, 8:23 AM --req: RGHAUG----leg: 76 ----loc: 94DISB----job: 21569696 #J797--prog: BK514 <1.3 >--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Ob	ject Object Description	Check Amount
					CHECK TOTAL:	2,878.35
00398791	08/28/19	Ward's Natural Science	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT		4310 MATERIALS & SUPPLIES-INS 4310 MATERIALS & SUPPLIES-INS CHECK TOTAL:	235.94 13.84 249.78
00398792	08/28/19	WavingAtYou.com	GENERAL SUPPLIES-NON INSTRUCT	0102477408	4340 GENERAL SUPPLIES-NON INS CHECK TOTAL:	390.00 390.00
			TOTAL FO	R STOCK 76	Laguna Beach's check stock ID	49,209,77

LAGUNA HEACH USD 08/29/19 Commercial Check Register All Entries Requested Page 1 THU, AUG 29, 2019, 8:01 AM --req: JUPHAM---leg: 76 ----loc: 94DISB----job: 21572773 #J890--prog: HK514 <1.3 >--report id: CKOCLIST

Check Stock: 75							
Check #	Register	Payee Name	Description	Key Object	Object Description		
00398793	09/29/19	Blue Shield of Califor	SEPTEMBER 2019 SEPTEMBER 2019	0102017400 3401 0102397400 3402	HEALTH & WELFARE, CERTIF HEALTH & WELFARE, CLASSIF CHECK TOTAL:	161,658.74	
00398794	08/29/19	City of Laguna Beach	POOL COSTS	0105477408 5580	POOL COSTS CHECK TOTAL:	14,247.02 14,247.02	
00398795	08/29/19	Ferguson Enterprises L	PLINGING REPAIRS PLINGING REPAIRS	0102477409 5662 0102477408 5662	PLIMBING REPAIRS PLIMBING REPAIRS CHECK TOTAL:	103.89 446.77 550.66	
00398796	08/29/19	Ganahl Lumber	MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES	0102477408 436 0102477408 436 0102477408 436	2 MAINTENANCE SUPPLIES 2 MAINTENANCE SUPPLIES 2 MAINTENANCE SUPPLIES CHECK TOTAL:	64.63 33.23 101.11 198.97	
00398797	08/29/19	Jenny Salberg	7/21-7/24 - STRENGTH FINDER	0113015040 522	O TRAVEL & CONFERENCE CHECK TOTAL:	288.02 288.02	
00398798	08/29/19	Southern Calif Gas Co.	JULY 2019	0107477409 551	O HEAT - UTILITIES CHECK TOTAL:		
00398799	08/29/19	State of CA/Department				663.00 663.00	
.00398800	08/29/19	U.S. Bank National Ass	REFRESHMENTS - NOT FOOD SERV PUBLICATIONS & JOURNALS TRAVEL & COMFERENCE TRAVEL & CONFERENCE TRAVEL & CONFERENCE TRAVEL & CONFERENCE TRAVEL & CONFERENCE REFRESHMENTS - NOT FOOD SERV CONSULTANTS-OTHER MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT TRAVEL & CONFERENCE CONSULTANTS-OTHER GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0101377100 432 0101377100 436 0101377100 522 0101377350 522 0101377350 522 0101377350 522 0102397406 432 0104292600 563 0104613150 433 0104613150 522 0104613150 523 0104613150 523 0104613150 523 0104613150 523 0105091012 434 0105091012 434 0105091012 435 0105091012 436 0105091012 436	5 REFRESHMENTS - NOT FOOD 5 PUBLICATIONS & JOURNALS 0 TRAVEL & CONFERENCE 0 TRAVEL & CONFERENCE 10 TRAVEL & CONFERENCE 10 TRAVEL & CONFERENCE 15 REFRESHMENTS - NOT FOOD 15 REFRESHMENTS - NOT FOOD 16 COMBULTANTS-OTHER 10 MATERIALS & SUPPLIES-INS 10 MATERIALS & SUPPLIES-INS 11 CONSULTANTS-OTHER 12 CONSULTANTS-OTHER 13 CONSULTANTS-OTHER 14 GENERAL SUPPLIES-NON INS 15 GENERAL SUPPLIES-NON INS 16 MATERIALS & SUPPLIES-INS 17 MATERIALS & SUPPLIES-INS 18 MATERIALS & SUPPLIES-INS 18 MATERIALS & SUPPLIES-INS 18 MATERIALS & SUPPLIES-INS 19 MATERIALS & SUPPLIES-INS 10 MATERIALS & SUPPLIES-INS	327.24 15.96 99.00 180.25 287.91 2,343.32 149.14 163.65 1,684.00 79.95 32.63 1,158.00 816.00 13.18 89.97 26.62 449.40 32.32 434.84	

LAGUNA SEACH USD 08/29/19 Commercial Check Register All Entries Requested Page 2 THU, AUG 29, 2019, 8:01 AM --req: JUPHAM----leg: 76 ----loc: 94DISB----job: 21572773 #J890--prog: BK514 <1.3 >--report id: CROCLIST

Check Stoc	uk; /6					
Check #	Register	Payee Name	Description	Kay Obje	ct Object Description	Check Amount
			DUES & MEMBERSHIPS		310 MATERIALS & SUPPLIES-INS	157.08
			MATERIALS & SUPPLIES-INSTRUCT REFRESHMENTS - NOT FOOD SERV		310 MATERIALS & SUPPLIES-INS 325 REFRESHMENTS - NOT FOOD	75.78
			OTHER BOOKS		220 OTHER BOOKS	43.65 35.22
			TRAVEL & CONFERENCE		220 TRAVEL 6 CONFERENCE	544.87
			TRAVEL & CONFERENCE RECRUITING		220 TRAVEL & CONFERENCE 240 RECRUITING	529.00 284.00
			TRAVEL & CONFERENCE	0113015040 5	220 TRAVEL & CONFERENCE	103.57
			TRAVEL & CONFERENCE		220 TRAVEL & CONFERENCE	6,160.95 33.20
			COMPUTER SUPPLIES GENERAL SUPPLIES-NON INSTRUCT		320 COMPUTER SUPPLIES 340 CENERAL SUPPLIES-NON INS	181.55
					CHECK TOTAL:	16,531.26
00398801	08/29/19	Vander Veen, Amanda	7/18-7/19 - CHALLENGE SUCCESS	0106011008 5	220 TRAVEL & CONFERENCE	48.19
		100-1900 (100 (100 (100 (100 (100 (100 (100	or #eccotion part should be seen a supplied the second sec		CHECK TOTAL:	48.19
00398802	08/29/19	WAXIE SANITARY SUPPLY	MAINTENANCE SUPPLIES	0102477408 4	362 MAINTENANCE SUPPLIES	-204.18
			MAINTENANCE SUPPLIES		362 MAINTENANCE SUPPLIES	-29.57
			MAINTENANCE SUPPLIES	0102477408 4	362 MAINTENANCE SUPPLIES CHECK TOTAL:	56€.03 332.28
					CIMENT TOTAL	5-12.20
			TOTAL FO	OR STOCK 76	aguna Beach's check stock ID	274,189.52

LAGUMA BEACK USD 08/30/19 Commercial Check Register All Entries Requested Page 1 FRI, AUG 30, 2019, 8:03 AM --req: JJNIX0---leg: 76 ---loc: 94DISB----job: 21576027 #J978--prog: BK514 <1.3 >--report id: CKOCLIST

CHBCK SCOO	. 70					
Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
00398803	08/30/19	Acorn Media	MATERIALS 4 SUPPLIES-INSTRUCT COMPUTER SUPPLIES	0113017175 4310	MATERIALS & SUPPLIES-INS COMPUTER SUPPLIES CHECK TOTAL:	135.17 299.01 434.18
00398804	08/30/19	ACSA	DUES & MEMBERSHIPS DUES & MEMBERSHIPS	0109037150 5310 0109156100 5310	DUES & MEMBERSHIPS DUES & MEMBERSHIPS CHECK TOTAL:	1,525.00 1,525.00 3,050.00
00398805	08/30/19	Air-Ex Air Conditionin	HVAC HVAC EVAC	0108497408 6209 0107497408 6209 0102497408 6209		133,863.00 105,674.00 19,097.00 258,634.00
00398806	08/30/19	Bonnie's Embroidery	GENERAL SUPPLIES-NOW INSTRUCT MISC OUTSIDE VENDOR		O GENERAL SUPPLIES-NOM INS O MISC OUTSIDE VENDOR CHECK TOTAL;	118.80 418.07 536.87
00398807	08/30/19	Cintas Corporation Loc	OTHER CUSTODIAL SUPPLIES	0106477409 436	1 OTHER CUSTODIAL SUPPLIES CHECK TOTAL:	181.90 181.90
00398808	08/30/19	Gridium Inc.	annual software license fee	0102477408 580	5 Annual Software License Check Total:	4,245.00 4,245.00
00398809	08/30/19	Harbottle Law Group	JULY 2019	0104072000 583	5 LEGAL EXPENSE CHECK TOTAL:	17,142.92 17,142.92
00398810	08/30/19	HERTZING, RYAN	8/16 - CYBER SECURITY MING	0113457175 522	O TRAVEL & CONFERENCE CHECK TOTAL:	19.72 19.72
00398811	08/30/19	HIDDLESON LISTENING LA	JULY 2019	0104632900 588	9 OTHER THERAPY CHECK TOTAL:	600.00 600.00
00398812	09/30/19	Michelle Foster	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0105015040 431 0105015040 431	O MATERIALS & SUPPLIES-INS O MATERIALS & SUPPLIES-INS CHECK TOTAL:	49.21
00398813	08/30/19	Monarch Center for Aut	JULY 2019 JULY 2019	0104632210 583 0104632210 589	75 TUITION 98 AB3632 ROOM & BOARD CHECK TOTAL:	9,198.62 16,122.48 25,321.10
00398814	08/30/19	New Haven Youth & Fami	JULY 2019	0104132750 58	9 OTHER THERAPY CHECK TOTAL	3,548.39 3,548.39
00398815	08/30/19	PACHEST AIR FILTER	HVAC	0102477408 56	60 HVAC	68.59

LACUNA REACH USD 08/30/19 Commarcial Check Register All Entries Requested Page 2 FRI, AUG 30, 2019, 8:03 AM --req: JJNIKO----leg: 76 ----loc: 94DISB----job: 21576027 #J978--prog: BE514 <1.3 >--report id: CKCCLIST

Check #	Register	Payes Name	Description	Key Objec		Check Amount
			HVAC HVAC		560 HVAC	44.17 1,619.83
					660 HVAC	1,295.56 470.00
			24 12763	0201411400 5	CHECK TOTAL:	3,498.15
00398816	08/30/19	Smardan Supply Co	PLIMBING REPAIRS PLUMBING REPAIRS PLUMBING REPAIRS	0102477408 5	662 PLUMBING REPAIRS 662 PLUMBING REPAIRS 662 PLUMBING REPAIRS CHECK TOTAL:	407.24 1,502.64 266.79 2,176.67
00398817	08/30/19	Spectraturf	PAVING	0107477408 5	607 PAVING CHECK TOTAL:	30,744.00 30,744.00
00398818	08/30/19	Tangram Interiors	EQUIPMENT-NEW \$5000 EQUIPMENT-NEW \$500-\$5000		410 EQUIPMENT-NEW >\$5000 410 EQUIPMENT-NEW \$500-\$5000 CHECK TOTAL:	4,562.47 849.10 5,411.57
00398819	08/30/19	Woodwind & Brasswind	MATERIALS & SUPPLIES-INSTRUCT	0108011005 4	310 MATERIALS & SUPPLIES-INS CHECK TOTAL:	1,759.56 1,759.56
00398820	08/30/19	City of Laguna Beach	SUBAGREEMENTS FOR SERVICES SUBAGREEMENTS FOR SERVICES OTHER LOCAL AGENCY FEES		100 Subagreements for Servic 100 Subagreements for Servic 852 Other local agency fees CHECK TOTAL:	35,000.00 21,588.23 25,000.00 81,588.23
			TOTAL FO	R STOCK 76 I	aguna Beach's check stock ID	439,027.31

LAGINA BEACH UND 09/03/19 Commercial Check Register All Entries Requested Page 1 TUE, SEP 03, 2019, 7:51 AM --req: RGHAUG---leg: 76 ----log: 94DISB----job: 21579095 \$J106--prog: BK514 <1.3 >--report id: CKOCLIST

Check #		Payee Name	Description		Object Description	Check Amount
		AASA The School Superi	DUES & MEMBERSHIPS		DUES & MEMBERSHIPS CHECK TOTAL:	460.00 460.00
00398822	09/03/19	ACSA Region 17	DUES & MEMBERSHIPS	0101377100 5310	DUES & MEMBERSHIPS CHECK TOTAL:	300.00 300.00
00398823	09/03/19	Cox Communications	Tomorous and representative and a straining for the straining of the strai	2000 400 500 000 000 000 000 000 000 000	MISC OUTSIDE VENDOR CHECK TOTAL:	18.00 18.00
00398824	09/03/19	EPS LITERACY & INTERVE	MATERIALS & SUPPLIES-INSTRUCT	0108011005 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	274.44 274.44
00398925	09/03/19	Laguna Hills High Scho	BBALL TOURN - 12/9-12/14	0105311075 5866) MISC OUTSIDE VENDOR CHECK TOTAL:	400.00 400.00
00398826	09/03/19	PACWEST AIR FILTER	HVAC	0108477408 566	D EVAC CHECK TOTAL:	815.10 815.10
00398927	09/03/19	Peter Penland	PLUBBING REPAIRS	0102477408 566	2 PLUMBING REPAIRS CHECK TOTAL:	96.58 96.58
00398828	09/03/19	ROTARY CLUB OF LAGUNA	DUES - JULY - DECEMBER 2019 DUES - JULY - DECEMBER 2019		O DUES & MEMBERSHIPS O DUES & MEMBERSHIPS CHECK TOTAL:	139.00 514.45 653.45
00398829	09/03/19	Samuel French Inc	MATERIALS & SUPPLIES-INSTRUCT	0105315015 431	O MATERIALS & SUPPLIES-INS CHECK TOTAL:	
00398830	09/03/19	South Coast Fire Prote	RISK MANAGEMENT RISK MANAGEMENT RISK MANAGEMENT RISK MANAGEMENT	0102477408 567 0102477408 567 0102477408 567 0102477408 567	O RISK MANAGEMENT CHECK TOTAL:	402.00 576.85 540.71 852.41 413.09 2,785.06
00398831	09/03/19	Waste Management of OC	SEPTEMBER 2019 SEPTEMBER 2019 SEPTEMBER 2019 SEPTEMBER 2019	0102477409 554 0105477409 554 0106477409 554 0107477409 554 0108477409 554	O TRASH - UTILITIES 10 TRASH - UTILITIES	240.88 1,412.70 490.39 461.09 283.57 2,888.63
00398832	09/03/19	Gold Star Foods	FOOD	1302277426 476 1302277426 476	00 FOOD	929.89 378.28

LAGUNA BEACH USD 09/03/19 Commercial Check Register All Entries Requested Rage 2 TUE, SEP 03, 2019, 7:51 AM --req: RGHAUG---leg: 76 ---loc: 94DISB----job: 21579095 #J106--prog: EX514 <1.3 >--report id: CXOCLIST

Check Stock: 76

Strong and I a							
Check #	Register	Payee Name	Description	Key Object	Object 1	Description	Check Amount
			FOOD FOOD FOOD FOOD FOOD FOOD FOOD FOOD	1302277426 4700 1302277426 4700 1302277426 4700 1302277426 4700 1302277426 4700 1302277426 4700 1302277426 4700 1302277426 4700) FOOD) FOOD) FOOD) FOOD) FOOD	CHECK TOTAL:	195.56 48.13 567.31 501.51 275.27 89.97 184.86 69.97 3,260.75
00398833	09/03/19	Hollandia Dairy Inc	FOOD FOOD	1302277426 4700 1302277426 4700 1302277426 4700	DFOOD	CHECK TOTAL:	34.88 45.96 14.19 95.03
00399834	09/03/19	P & R Paper Supply Co	GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT			SUPPLIES-NON INS CHECK TOTAL:	3,021.38 1,041.59 4,062.97
00398835	09/03/19	Raymond, Anessia	FOOD SERVICE SALES	1300007426 863	4 FOOD SE	ERVICE SALES CHECK TOTAL:	52.05 52.05
00398836	09/03/19	SUNRISE PRODUCE	FOOD FOOD FOOD	1302277426 470 1302277426 470 1302277426 470	O FOOD	CHECK TOTAL:	115.08 100.66 175.18 390.92
00398837	09/03/19	Sysco Food Service of	FOOD FOOD FOOD FOOD	1302277426 470 1302277426 470 1302277426 470 1302277426 470 1302277426 470	O FOOD D FOOD	CHECK TOTAL:	818.69 1,078.35 103.67 137.48 88.38 2,226.57
00398838	09/03/19	US Foodservice Inc.	FOOD FOOD FOOD FOOD	1302277425 470 1302277426 470 1302277426 470 1302277426 470 1302277426 470 1302277426 470	00 FOOD 00 FOOD 00 FOOD	CHECK TOTAL:	1,315.84 64.85 1,646.99 137.03 258.18 801.91 4,224.80

TOTAL FOR STOCK 76 Laguna Beach's check stock ID 23,308.55

LAGINA BEACH USD 09/04/19 Commercial Check Register All Entries Requested Page 1 WED, SEP 04, 2019, 8:47 AM --req: JJNIKO---leg: 76 ---loc: 94DISB----job: 21582945 #JI18--prog: HK514 <1.3 >--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
00398839	09/04/19	ACSA Foundation Educa	Dues & Memberships Dues & Memberships	0106091008 5310 0106091008 5310	DUES & MEMBERSHIPS DUES & MEMBERSHIPS CHECK TOTAL:	1,603.00 1,603.00 3,206.00
00398840	09/04/19	BAVCO	PLUMBING REPAIRS	0102477408 5662	PLUMBING REPAIRS CHECK TOTAL:	144.99 144.99
00398841	09/04/19	City of Laguna Beach	REGULATORY FEES	0102477409 5850	REGULATORY FEES CHECK TOTAL:	125.00 125.00
00398842	09/04/19	Copy & Print Center	GENERAL SUPPLIES-NON INSTRUCT	0108091005 4340	GENERAL SUPPLIES-NON INS CHECK TOTAL:	292,61 292,61
00398843	09/04/19	Dumn Edwards Paint	MAINTEBANCE SUPPLIES MAINTEBANCE SUPPLIES MAINTEBANCE SUPPLIES MAINTEBANCE SUPPLIES MAINTEBANCE SUPPLIES MAINTEBANCE SUPPLIES	0105477408 4362 0105477408 4362 0105477408 4362 0105477408 4362 0105477408 4362	MADETERANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES	39.13 931.15 182.97 81.04 24.83 547.54 1,806.66
00398844	09/04/19	Fisher Scientific	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0105011012 4310 0105011012 4310 0105011012 4310		283.36 65.25 110.67 459.48
00398845	09/04/19	Fliam Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012 431	O MATERIALS & SUPPLIES-INS CHECK TOTAL:	108.27 108.27
00398846	09/04/19	Foundation for Cross-C	7/22-BACKFLOW TESTER WORKSHOP	0102477408 522	O TRAVEL & CONFERENCE CHECK TOTAL:	250.00 250.00
00398847	09/04/19	Canahl Lumber	Maintenance Supplies Maintenance Supplies Maintenance Supplies	0108477408 436 0102477408 436 0102477408 436	2 MAINTEMANCE SUPPLIES	21.02 10.23 117.74 148.99
00398848	09/04/19	HANSON, HEATHER	8/4-8/8 - SO CA AP INSTITUTE	0105011012 522	O TRAVEL & CONFERENCE CHECK TOTAL:	931.39 931.39
00398849	09/04/19	HI-TECH Cabling Inc.	CONTRACT SERVICES	0102477408 561	O CONTRACT SERVICES CHECK TOTAL:	980.00 980.00
00398850	09/04/19	Holtz, Alexandra	TRAVEL & CONFERENCE	0105015040 431	lo materials & supplies-ing	190.21

LAGUNA BEACH USD 09/04/19 Commercial Check Register All Entries Requested Page 2 WED, SEP 04, 2019, 8:47 AM --req: JJNIXO---leg: 76 ---loc: 94DISB----job: 21582945 #J118--prog: BK514 <1.3 >--report id: CKOCLIST

Check Stock: 76						
Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
					CHECK TOTAL:	190.21
00398851	09/04/19	Institute for Multi-Se	MATERIALS & SUPPLIES-INSTRUCT	0108011005 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	671.08 671.08
00398852	09/04/19	Kelvin Education Inc.	ANNUAL SOFTWARE LICENSE FEE	0109156100 5805	ANNUAL SOFTWARE LICENSE CHECK TOTAL:	5,858.00 5,858.00
00398853	09/04/19	Lacrosse Unlimited Inc	MATERIALS & SUPPLIES-INSTRUCT	0105311075 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	532.29 532.29
00398854	09/04/19	Laguna Graphic Arts In	OUTSIDE PRINTING	0106091008 5870	OUTSIDE PRINTING CHECK TOTAL:	258 . 60 258 . 60
00398855	09/04/19	Lordsburg Communicatio	OUTSIDE PRINTING	0110397140 587	O OUTSIDE PRINTING CHECK TOTAL:	136.64 136.64
00398856	09/04/19	Maintex	OTHER CUSTODIAL SUPPLIES	0105477409 436	OTHER CUSTODIAL SUPPLIES CHECK TOTAL:	424 . 94 424 . 94
00398857	09/04/19	Robert's Liquid Dispos	CONTRACT SERVICES	0107477408 561	O CONTRACT SERVICES CHECK TOTAL:	2,500.00 2,500.00
00398858	09/04/19	Steven Sogo	7/20-7/25 - CHRMED 2019	0105011012 522	O TRAVEL & CONFERENCE CHECK TOTAL:	1,471.36 1,471.36
			TOTAL FO	R STOCK 76 Lag	una Beach's check stock ID	20,496.51

LAGUNA BEACH USD 09/05/19 Commercial Check Register All Entries Requested Page 1 THU, SEP 05, 2019, 8:20 AM --req: JUPHAM----leg: 76 ----loc: 94DISB----job: 21586217 #J127--prog: BK514 <1.3 >--report id: CROCLIST

	Register		Description	Key Object	Object Description	Check Amount
00398859	09/05/19	Acorn Media	COMPUTER SUPPLIES	0113017175 4320	COMPUTER SUPPLIES CHECK TOTAL:	11,421.50 11,421.50
00398860	09/05/19	Atkinson Andelson Loya	JULY 2019	0102397400 5835	LEGAL EXPENSE CHECK TOTAL:	19,487.25 19,487.25
00398861	09/05/19	B & H Photo Video Inc.	MATERIALS & SUPPLIES-INSTRUCT	0105114695 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	16.15 16.15
00398852	09/05/19	BERTRAND'S HORN IMPROV	ZILDJIAN S SERIES BAND CYMBAL LP PRESTIGE SERIES TIMBALES ST DI EBAO L5 FLUTE DE470BOF YAMABA L3-P CLARINET YCL-200AD YAMABA L3-P CLARINET YCL-200AD	0102011190 4410 0102011190 4410 0102011190 4410	EQUIPMENT-NEW \$500-\$5000 EQUIPMENT-NEW \$500-\$5000	312.46 644.33 915.86 592.62 592.62 3,057.89
00398863	09/05/19	BERTRAND'S BORN IMPROV	MISC REPAIR	0102011190 5690	MISC REPAIR CHECK TOTAL:	1,956.18 1,956.18
00398864	09/05/19	Brain Pop	ANNUAL SOFTWARE LICENSE FRE	0113017175 5805	ANNUAL SOFTWARE LICENSE CHECK TOTAL:	8,001.00 8,001.00
00398865	09/05/19	BrightView Lendscape S	LANDSCAPE/INRIGATION LANDSCAPE/INRIGATION LANDSCAPE/INRIGATION LANDSCAPE/INRIGATION LANDSCAPE/INRIGATION JULY 2019 JULY 2019 JULY 2019 JULY 2019 JULY 2019 JULY 2019	0105477409 568 0106477409 568 0107477409 568 0107477409 568 0105477409 568 0106477409 568 0106477409 568	O LANDSCAPE/IRRIGATION	2,539.74 6,450.90 243.40 1,896.38 944.50 753.94 8,744.55 3,769.71 5,181.93 4,397.99 34,893.04
00398866	09/05/19	CRISIS PREVENTION INST	DUES & MEMBERSHIPS	0104132750 531	O DUES & MEMBERSHIPS CHECK TOTAL:	150.00 150.00
00398867	09/05/19	Custom Tees Now	GENERAL SUPPLIES-NOW INSTRUCT	0101377350 434	O GENERAL SUPPLIES-WON IN CHECK TOTAL:	
00398868	09/05/19	Dan's Thermal Services	CONTRACT SERVICES	0106477408 561	O CONTRACT SERVICES CHECK TOTAL	85.00 85.00
00398869	09/05/19	Flinn Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012 431	O MATERIALS & SUPPLIES-IN	8 296.71

LAGUNA HEACH USD 09/05/19 Commercial Check Register All Entries Requested Page 2 THU, SEP 05, 2019, 8:20 AM --req: JUPHAM----leg: 76 ----log: 94DISB----job: 21586217 #J127--prog: EK514 <1.3 >--report id: CKOCLIST

CHOCK SCO	Marie C. T.					
Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
					CHECK TOTAL:	296.71
00398870	09/05/19		AUGUST 2019	0104632900 5876	PARENT REIMBURSEMENT (LE CHECK TOTAL:	2,375.00 2,375.00
00398871	09/05/19	JW Pepper	MATERIALS & SUPPLIES-INSTRUCT	0105011012 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	120.07 120.07
00398872	09/05/19	Laguna Graphic Arts In	OUTSIDE PRINTING	0106091008 5870	O OUTSIDE PRINTING CHECK TOTAL:	355.58 355.58
00398873	09/05/19	LIGHTSPEED TECHNOLOGIE	COMPUTER SUPPLIES	0113018640 432	O COMPUTER SUPPLIES CHECK TOTAL:	928.48 928.48
00398974	09/05/19	Maintex	OTHER CUSTODIAL SUPPLIES	0108477409 436	1 OTHER CUSTODIAL SUPPLIES CHECK TOTAL:	902.77 902.77
00398875	09/05/19	OCDE	OUTSIDE PRINTING	0102397406 587	O CUTSIDE PRINTING CHECK TOTAL:	700.38 700.38
00398876	09/05/19	Office Depot	PRINTERS <\$250 & INK/SUPPLIES	0108011005 432	2 PRINTERS <\$250 & INK/SUP CHECK TOTAL:	5,318.43 5,318.43
00398877	09/05/19	QUALITY LOGO PRODUCTS	MISC OUTSIDE VENDOR	0110397140 586	O MISC OUTSIDE VENDOR CHECK TOTAL:	682.82 682.82
00398878	09/05/19	The Art of Education U	CONSULTANTS-INSTRUCTIONAL	0109017150 583	0 CONSULTANTS-INSTRUCTIONA CHECK TOTAL:	7,500.00 7,500.00
00398879	09/05/19	The LifeTrends Group T	GENERAL SUPPLIES-NON INSTRUCT	0102477408 434	10 GENERAL SUPPLIES-NON INS CHECK TOTAL:	
00398880	09/05/19	Rubnau Clarke Architec	PLANNING/ENGINEERING FEES	4206498510 621	L9 PLANNING/ENGINEERING FEE CHECK TOTAL:	
			TOTAL FO	OR STOCK 76 Lag	guna Beach's check stock II	108,916

LAGUMA BEACH USD 09/06/19 Commercial Check Register All Entries Requested Page 1 FRI, SEP 06, 2019, 7:52 AM -req: RGHAUG---leg: 76 ----loc: 94DISB----job: 21589406 #J137--prog: BK514 <1.3 >--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
	09/06/19	ACTIVE INTERMET TECHNO	COMBULTANTS-COMPUTER SERVICES	0113457175 5832	COMBULTANTS-COMPUTER SER CHECK TOTAL:	10,000.00
00398882	09/06/19	AMPLIFIED IT LLC	ANNUAL SOFTWARE LICENSE FEE	0113457175 5805	ANNUAL SOFTWARE LICENSE CHECK TOTAL:	1,419.00 1,419.00
00398883	09/06/19	Continental Marble and	BUILDING IMPROVEMENTS	0105497408 6230	BUILDING IMPROVEMENTS CHECK TOTAL:	26,927.00 26,927.00
00398884	09/06/19	Copy & Print Center	OUTSIDE PRINTING	0106091008 5870	OUTSIDE PRINTING CHECK TOTAL:	440.61 440.61
00398885	09/06/19	Dow Diversified Inc.	CONTRACT SERVICES	0106477408 5610	CONTRACT SERVICES CHECK TOTAL:	39,394.00 39,394.00
00398886	09/06/19	Electric Car Sales	VEHICLE-LEASE/PURCHASE	0105497408 6430	VEHICLE-LEASE/PURCHASE CHECK TOTAL:	17,546.30 17,546.30
00398887	09/06/19	Laguna Beach Water Dis	6/26/19 - 8/27/19 6/26/19 - 8/27/19 6/26/19 - 8/27/19 6/26/19 - 8/27/19	0107477409 5530 0107477409 5530	WATER - UTILITIES WATER - UTILITIES WATER - UTILITIES WATER - UTILITIES CHECK TOTAL:	383.36 356.61 3,601.11 3,632.61 7,973.69
98898200	09/06/19	Laguna Graphic Arts In	OUTSIDE PRINTING	0106091008 587	O OUTSIDE PRINTING CHECK TOTAL:	355.58 355.58
00398889	09/06/19	Landars Supply House	MISC OUTSIDE VENDOR	0106091008 586	D MISC OUTSIDE VENDOR CHECK TOTAL:	731.19 731.19
00398890	09/06/19	Maintex	OTHER CUSTODIAL SUPPLIES OTHER CUSTODIAL SUPPLIES		1 OTHER CUSTODIAL SUPPLIES 1 OTHER CUSTODIAL SUPPLIES CHECK TOTAL:	6.34
00398891	09/06/19	Safety 1st Pest Contro	JULY 2019 JULY 2019 JULY 2019 JULY 2019 JULY 2019	0106477409 555 0107477409 555	O PEST CONTROL	50.00 175.00 125.00 125.00 125.00 600.00
00398892	09/06/19	SOLUTION TREE	TRAVEL & CONFERENCE	0106011008 522	O TRAVEL & CONFERENCE CHECK TOTAL	5,200.00 5,200.00

LAGUNA BEACH USD 09/06/19 Commercial Check Register All Entries Requested Page 2 FRI, SEP 06, 2019, 7:52 AM --req: RGEAUG----leg: 76 ----loc: 94DISB----job: 21589406 #J137--prog: BK514 <1.3 >--report id: CEOCLIST

Check # Register 00398893 09/06/19	Payee Name THE BALLOON BOX	Description MISC OUTSIDE VENDOR		Object Description MISC OUTSIDE VENDOR CHECK TOTAL:	Check Ancunt 824.88 824.88
00398894 09/06/19	Varsity Spirit Fashion	MATERIALS & SUPPLIES-INSTRUCT	0105311075 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	2,682.33 2,682.33
		TOTAL FO	R STOCK 76 Lag	ona Beach's check stock ID	114,173.57

LAGUNA BEACH USD 09/09/19 Commercial Check Register All Entries Requested Page 1 MON, SEP 09, 2019, 8:05 AM --req: PXHODO----leg: 76 ----loc: 94DISB----job: 21593017 #J147---prog: BK514 <1.3 >--report id: CKOCLIST

Check #		Payee Name	Description	Key Object	Object Description	Check Amount
		ABEDI Inc.	JULY 2019	0104602140 5894	IBI SUPERVISION CHECK TOTAL:	330.00 330.00
00398896	09/09/19	Best Image Graphics	MISC GUTSIDE VENDOR	0106015455 5860	MISC OUTSIDE VENDOR CHECK TOTAL:	221.00 221.00
00398897	09/09/19		NPS TRANSPORTATION-IN LIEU	0104256700 5881	MPS TRANSPORTATION—IN LI CHECK TOTAL:	771.71 771.71
00398898	09/09/19	Burnham Benefits Insur			CONSULTANTS-OTHER CHECK TOTAL:	5,000.00
00398899	09/09/19	CALIFORNIA SCHOOLS EMP	SEPTEMBER 2019 SEPTEMBER 2019 SEPTEMBER 2019 SEPTEMBER 2019	0102017400 3401 0102017400 3401 0102397400 3402 0102397400 3402 0102397400 5831	HEALTH & WELFARE, CERTIF HEALTH & WELFARE, CERTIF HEALTH & WELFARE, CLASSIF HEALTH & WELFARE, CLASSIF CONSULTANTS-OTHER CHECK TOTAL:	2,796.31 19,604.76 1,377.28 9,656.07 543.00 33,977.42
00398900	09/09/19	Dan's Thermal Services	CONTRACT SERVICES	0106477408 5610	CONTRACT SERVICES CHECK TOTAL:	905.46 905.46
00398901	09/09/19	DIKON, JEFF	MISC OUTSIDE VENDOR	0101377350 586	MISC OUTSIDE VENDOR CHECK TOTAL:	204.81 204.81
00398902	09/09/19	Expert Window Covering	CONTRACT SERVICES CONTRACT SERVICES	0105477408 561 0105477408 561	O CONTRACT SERVICES O CONTRACT SERVICES CHECK TOTAL:	852.15 350.00 1,202.15
00398903	09/09/19	Ferguson Enterprises L	PLUMBING REPAIRS PLUMBING REPAIRS PLUMBING REPAIRS PLUMBING REPAIRS	0102477408 566 0102477408 566	2 PLIMBING REPAIRS 2 PLIMBING REPAIRS 2 PLIMBING REPAIRS 2 PLIMBING REPAIRS CHECK TOTAL:	480.80 102.36 89.31 139.78 812.25
00398904	09/09/19	FloWater Inc.	1 Waterflow unit with deliver 1 Waterflow unit with deliver	y 0105475600 441 y 0107475600 441	O ROUIPMENT-NEW \$500-\$5000 O ROUIPMENT-NEW \$500-\$5000 CHECK TOTAL:	4,617.75 4,617.75 9,235.50
00398905	09/09/19	Industrial Metal Suppl	PLUMBING REPAIRS	0102477408 566	2 PLIMBING REPAIRS CHECK TOTAL	172.40 172.40
00398906	09/09/19	JENNIFER TOREY SPEECH	AUGUST 2019	0104632900 586	97 SPEECH THERAPY CHECK TOTAL	1,955.00 : 1,955.00

LAGUNA BEACH USD 09/09/19 Commercial Check Register All Entries Requested Page 2 MON, SEP 09, 2019, 8:05 AM --req: PXEODO----leg: 76 ----loc: 94DISB----job: 21593017 #J147--prog: BK514 <1.3 >--report id: CROCLIST

Check Stock: 76					
Check # Register	Payee Name	Description	Key Object	Object Description	Check Amount
00398907 09/09/19	LIGHTSPEED TECHNOLOGIE	EQUIPMENT-NEW >\$5000 EQUIPMENT-NEW >\$5000		EQUIPMENT-NEW >\$5000 EQUIPMENT-NEW >\$5000 CHECK TOTAL:	4,640.80 7,640.35 12,281.15
00398908 09/09/19	MUSEUM OF TOLERANCE	2/5/2020 2/4/2020	0106015570 5860 0106015570 5860		1,575.00 1,575.00 3,150.00
00398909 09/09/19	New Vista School	JULY 2019	0104632210 5875	TUITION CHECK TOTAL:	3,758.25 3,758.25
00398910 09/09/19	Ocean View School	AUGUST 2019	0104632210 587	5 TUITION CHECK TOTAL:	1,789.44 1,788.44
00398911 09/09/19	REAL INSPIRATIONS INC.	Consultants-other	0106011008 583	1 CONSULTANTS-OTHER CHECK TOTAL:	3,000.00 3,000.00
00398912 09/09/19	Southern California Ed	AUGUST 2019 AUGUST 2019 AUGUST 2019 AUGUST 2019	0105477409 5520 0106477409 5520	O LIGHT & POWER O LIGHT & POWER O LIGHT & POWER O LIGHT & POWER CHECK TOTAL:	2,518.40 11,627.52 7,406.17 9.34 21,561.43
00398913 09/09/19	The LaunchPad Thexapy	AUGUST 2019	0104632900 588	S OCCUPATIONAL THERAPY CHECK TOTAL:	1,090.00 1,090.00
00398914 09/09/19	Ward's Watural Science	MATERIALS & SUPPLIES-INSTRUCT	0105011012 431 0105011012 431		135.46 400.01 535.47
00398915 09/09/19	ı	SUMMER 2019	0104632900 587	9 PARENT REIMBURSEMENT (LE CHECK TOTAL:	1,800.00 1,800.00
		TOTAL F	OR STOCK 76 Lag	puna Beach's check stock II	103,752.44

LAGURA HEACH USD 09/10/19 Commercial Check Register All Entries Requested Page 1 TUE, SEP 10, 2019, 8:03 AM --req: PXHODO----leg: 76 ----loc: 94DISB----job: 21596408 #J157--prog: EK514 <1.3 >--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
00398916	09/10/19	5M Contracting Inc.	ASBESTOS	0102477408 5601		5,250.00 5,250.00
00398917	09/10/19	CON GOVERNMENT LLC	COMPUTER SUPPLIES COMPUTER SUPPLIES COMPUTER SUPPLIES	0113017175 4320 0113017175 4320 0113017175 4320 0113457175 4320 0113457175 4320 0113457175 4320 0113457175 4320 0113457175 4320 0113457175 4320 0113457175 4320	COMPUTER SUPPLIES CHECK TOTAL:	200,320.80 72.00 21,280.00 296.09 157.75 18.37 42.50 36.75 676.78 339.46 785.93
00398918	09/10/19	Certified Transportati	8/16 - PORTOLA 8/20 - SD AIRPORT 8/20 - SD AIRPORT	0105311075 586	5 CHARTER BUE-ATHLETIC/FIR 5 CHARTER BUS-ATHLETIC/FIR 5 CHARTER BUS-ATHLETIC/FIR CHECK TOTAL:	551.05 666.16
00398919	09/10/19	Cintas Corporation Loc	OTHER CUSTODIAL SUPPLIES OTHER CUSTODIAL SUPPLIES		1 OTHER CUSTODIAL SUPPLIES 1 OTHER CUSTODIAL SUPPLIES CHECK TOTAL;	452.49
00398920	09/10/19	Genahl Lumber	MAINTENANCE SUPPLIES	0102477408 436	2 MAINTENANCE SUPPLIES CHECK TOTAL:	325.10 325.10
00398921	09/10/19	Irvine Ranch Water Dis	SEWER FEES	0107477409 555	5 SEWER FEES CHECK TOTAL:	1,194.58 1,194.58
00398922	09/10/19	Smardan Supply Co	PLUMBING REPAIRS PLUMBING REPAIRS PLUMBING REPAIRS	0102477408 566	52 PLUMBING REPAIRS 52 PLUMBING REPAIRS 52 PLUMBING REPAIRS CHECK TOTAL	151.02 67.32 20.92 239.26
00398923	09/10/19	Southwest School and O	MATERIALS & SUPPLIES-INSTRUCT	0107011005 43: 0107011005 43: 0107011005 43: 0107011005 43: 0107011005 43: 0107011005 43:	LO MATERIALS & SUPPLIES-IN:	79.40 8 88.25 8 1,237.00 8 399.98 736.45 8 749.94

LAGUNA BEACH USD 09/10/19 Commercial Check Register All Entries Requested Page 2 TUE, SEP 10, 2019, 8:03 AM --req: PXHODO----leg: 76 ----loc: 94DISB----job: 21596408 #J157--prog: BX514 <1.3 >--report id: CXOCLIST

Check Stock: 76

Chack #	Register	Payee Name	Description	Key Object	Object Description	Check Arount
			MATERIALS & SUPPLIES-INSTRUCT	0107011005 4310 0107011005 4310 0107011005 4310 0107011005 4310	MATERIALS & SUPPLIES-INS	598.95 23.66 427.08 3,225.44 1,175.62 1,078.07 10,618.23
00398924	09/10/19	Systems Waterproofing	PAINTING	0105477408 5675	PAINTING CHECK TOTAL:	3,692.00 3,692.00
00398925	09/10/19	TLC Child & Family Sex	AUGUST 2019 AUGUST 2019	0104632210 5875 0104632210 5896	TUITION B AB3632 ROOM & BOARD CHECK TOTAL:	2,385.84 13,732.00 16,117.84
00398926	09/10/19	VERTICAL TRANSPORT INC	OTHER MAINTENANCE SERVICES	0107477408 5692	OTHER MAINTENANCE SERVIC CHECK TOTAL:	432.71 432.71
00398927	09/10/19	VORTEX INDUSTRIES INC.	CONTRACT SERVICES	0106477408 5610 0106477408 5610	CONTRACT SERVICES CONTRACT SERVICES CHECK TOTAL:	341.01 11,393.00 11,739.01
00398928	09/10/19	BEST Contracting Servi	ROOFING ROOFING		9 ROOFING 9 ROOFING CHECK TOTAL:	14,505.50 19,725.80 34,232.30

TOTAL FOR STOCK 76 Laguna Beach's check stock ID 311,884.63

LAGUMA BEACH USD 09/11/19 Commercial Check Register All Entries Requested Page 1 WED, SEP 11, 2019, 8:50 AM --req: JJNIKO----leg: 76 ----loc: 94DISB----job: 21600226 #J168--prog: BK514 <1.3 >--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
00398929	09/11/19	ACBA	DUES 6 MEMBERSHIPS	0105091012 5310	DUES & MEMBERSHIPS CHECK TOTAL:	1,525.00 1,525.00
00398930	09/11/19	Apple Computer Inc.	EQUIPMENT-COMPUTER \$500-\$5000 COMPUTER SUPPLIES	0113017175 4320 0113017175 4320	COMPUTER SUPPLIES COMPUTER SUPPLIES CHECK TOTAL:	57,021.30 900.00 57,921.30
00398931	09/11/19	Challenge Success	TRAVEL & CONFERENCE	0105011012 5220	TRAVEL & CONFERENCE CHECK TOTAL:	10,000.00
00398932	09/11/19	Cintas Corporation Loc	OTHER CUSTODIAL SUPPLIES	0105477409 4361	OTHER CUSTODIAL SUPPLIES CHECK TOTAL:	241.49 241.49
00398933	09/11/19	Copy & Print Center	GENERAL SUPPLIES-NON INSTRUCT	0105091012 4340	GENERAL SUPPLIES-NOW INS CHECK TOTAL:	94.43 94.43
00398934	09/11/19	Cox Communications	SEPTEMBER 2019	0113457175 594	INTERNET CONNECTIVITY CHECK TOTAL:	375.49 375,49
00398935	09/11/19	DIAMOND GLASS	CONTRACT SERVICES CONTRACT SERVICES CONTRACT SERVICES	0105477408 561	O CONTRACT SERVICES O CONTRACT SERVICES O CONTRACT SERVICES CHECK TOTAL:	13,196.54 4,248.40 1,896.40 19,341.34
00398936	09/11/19	FIVE STAR TROPHIES	GENERAL SUPPLIES-NON INSTRUCT	0101377100 434	O GENERAL SUPPLIES-NON INS CHECK TOTAL:	23.71 23.71
00398937	09/11/19	Illuminate Education I	Annual Software License Fee	0113017175 580	5 ANNUAL SOFTWARE LICENSE CHECK TOTAL:	20,757.00 20,757.00
00398938	09/11/19	Institute for Multi-Se	TRAVEL & CONVERENCE	0108011005 522	O TRAVEL & CONFERENCE CHECK TOTAL:	1,175.00 1,175.00
00398939	09/11/19	JW Pepper	MATERIALS & SUPPLIES-INSTRUCT	0105011012 431	O MATERIALS & SUPPLIES-INS CHECK TOTAL:	
00398940	09/11/19	Monarch Center for Aut	AUGUST 2019 AUGUST 2019		00 SUBAGREEMENTS FOR SERVIC 08 AB3632 BOOM & BOARD CHECK TOTAL:	16,122.48
00398941	09/11/19	oc slic inc.	AUGUST 2019 AUGUST 2019		9 OTHER THERAPY 9 OTHER THERAPY CHECK TOTAL	2,800.00 3,600.00 6,400.00

LACTURA BEACH USD 09/11/19 Commercial Check Register All Entries Requested Fage 2 WED, SEP 11, 2019, 8:50 AM --req: JJNIXO----leg: 76 ----loc: 94DISB----job: 21600226 #J168--prog: RK514 <1.3 >--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
	09/11/19	Orange County Therapy	AUGUST 2019 AUGUST 2019	0104632900 5885 0104632900 5886	OCCUPATIONAL THERAPY PHYSICAL THERAPY CHECK TOTAL:	2,880.00 270.00 3,150.00
00398943	09/11/19	Penske Truck Leasing C	RENTAL EXPENSE	0102477408 5620	RENTAL EXPENSE CHECK TOTAL:	185.84 185.84
00398944	09/11/19	PTM Document Systems	GENERAL SUPPLIES-NON INSTRUCT	0102397406 4340	GENERAL SUPPLIES-NON INS CHECK TOTAL:	72.66 72.66
00398945	09/11/19	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0105011012 4310 0106011008 4310 0106011008 4310 0106011008 4310	MATERIALS & SUPPLIES-INS	28.94 16.58 70.03 130.32 245.87
00398946	09/11/19	Verizon Wireless IA	AUGUST 2019	0113457175 5930	MOBILE COMMUNICATIONS CHECK TOTAL:	3,284.68 3,284.68
00398947	09/11/19	Ward's Natural Science	MATERIALS & SUPPLIES-INSTRUCT	0105011012 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	47.39 47.39
			TOTAL FO	OR STOCK 76 Lagr	na Beach's check stock ID	150.402.52

LAGUNA REACH USD 09/12/19 Commercial Check Register All Entries Requested Page 1 THU, SEP 12, 2019, 8:35 AM --req: JUPHAN----leg: 76 ----loc: 94DISB----job: 21603538 #J178--prog: BK514 <1.3 >--report id: CKCCLIST

Check #	Register	Payce Name	Description	Key Object	Object Description	Check Amount
	09/12/19	CLASSLINK INC.	ANNUAL BOFTWARE LICENSE FEE	0113457175 5805	ANDRIAL SOFTMARE LICENSE CHECK TOTAL:	8,840.40 8,840.40
00398949	09/12/19	Dunn Edwards Paint	MAINTENANCE SUPPLIES	0105477408 4362 0105477408 4362 0105477408 4362 0106477408 4362 0105477408 4362	MAINTENANCE SUPPLIES CHECK TOTAL:	105.90 -155.23 32.01 -136.71 134.45 40.32 16.37 -41.09
00398950	09/12/19	Fisher Scientific	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0105011012 4310 0105011012 4310) MATERIALS & SUPPLIES-INS) MATERIALS & SUPPLIES-INS CHECK TOTAL:	222,22
00398951	09/12/19	Follett Educational Se	TEXTROCKS	0102016300 410	D TEXTHOOKS CHECK TOTAL:	1,744.20 1,744.20
00398952	09/12/19	Follett School Solutio	MATERIALS & SUPPLIES-INSTRUCT	0102014100 431	O MATERIALS & SUPPLIES-INS CHECK TOTAL:	
00398953	09/12/19	Ganahl Lumber	MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES	0102477408 436 0102477408 436	2 MAINTENANCE SUPPLIES 2 MAINTENANCE SUPPLIES 2 MAINTENANCE SUPPLIES 2 MAINTENANCE SUPPLIES CHECK TOTAL:	41.71 153.47 16.05 122.13 333.36
00398954	09/12/19	Home Depot	MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES	0102477408 436 0102477408 436	2 MAINTENANCE SUPPLIES 2 MAINTENANCE SUPPLIES CHECK TOTAL:	481.05 690.62 1,171.67
00398955	09/12/19	LocoRobo Innovations I	MATERIALS & SUPPLIES-INSTRUCT	0105014695 431	O MATERIALS & SUPPLIES-INS CHECK TOTAL	
00398956	09/12/19	Southpaw Enterprises	EQUIPMENT-NEW >\$5000	0104172525 641	LO EQUIPMENT-NEW >\$5000 CRECK TOTAL	2,715.00 2,715.00
00398957	09/12/19	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT		LO MATERIALS & SUPPLIES-IN LO MATERIALS & SUPPLIES-IN CHECK TOTAL	319.20
00398958	09/12/19	Tangram Interiors	EQUIPMENT-NEW >\$5000	0113018640 64	10 EQUIPMENT-NEW >\$5000	138,641.33

LAGUNA BEACH USD 09/12/19 Commercial Check Register All Entries Requested Page 2 THU, SEP 12, 2019, 8:35 AM --req: JUPHAM----leg: 76 ----log: 94DISE----job: 21603538 #J178--prog: BK514 <1.3 >--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Obje	act Object Description	Check Amount
			EQUIPMENT-NEW >\$5000 COMPUTER SUPPLIES		6410 EQUIPMENT-NEW >\$5000 4320 COMPUTER SUPPLIES CHECK TOTAL:	2,757.54 4,490.06 145,888.93
00398959	09/12/19	Ureno, Anakaren	MILEAGE - 8/8/19-8/30/19	0110397140 5	5220 TRAVEL & CONFERENCE CHECK TOTAL:	23,20 23,20
00398960	09/12/19	Voyager Sporis Learnin	MATERIALS & SUPPLIES-INSTRUCT	0107011005 4	4310 MATERIALS & SUPPLIES-INS CHECK TOTAL:	1,644.58 1,644.58
00398961	09/12/19	WLC LLC	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310 MATERIALS & SUPPLIES-INS CHECK TOTAL:	5,500.00 5,500.00
00398962	09/12/19	XVR Software LLC	ANNUAL SOFTWARE LICENSE FEE	0113017175	5805 ANNUAL SOFTWARE LICENSE CHECK TOTAL:	11,000.00 11,000.00
			TOTAL FO	R STOCK 76	Laguna Beach's check stock ID	188,147,92

LAGUNA BEACH USD 09/13/19 Commercial Check Register All Entries Requested Page 1 FRI, SEP 13, 2019, 7:57 AM --req: RGHAUG----leg: 76 ----loc: 94DISB----job: 21606503 #J187--prog: BK514 <1.3 >--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Object.	Object Description	Check Amount
		Advanced Alexa & Fire	ALARM SERVICES	0105477409 5560		1,290.00
00398964	09/13/19	Cintas Corporation Loc	OTHER CUSTODIAL SUPPLIES	0108477409 4361	OTHER CUSTODIAL SUPPLIES CHECK TOTAL:	284.37 284.37
00398965	09/13/19	Continental Marble and	BUILDING IMPROVEMENTS	0105497408 6230	BUILDING IMPROVEMENTS CHECK TOTAL:	3,226.26 3,226.26
00398966	09/13/19	PAGEN, FRIEDMAN & FULF	9/27 € 3/20-SPED SYMP	0104613150 5220	TRAVEL & COMPERENCE CHECK TOTAL:	360.00 360.00
00398967	09/13/19	Houghton Mifflin Harco	COMBULTANTS-INSTRUCTIONAL ANNUAL SOFTWARE LICENSE FEE ANNUAL SOFTWARE LICENSE FEE	0113017175 5805	CONSULTANTS-INSTRUCTIONA ANNUAL SOFTWARE LICENSE ANNUAL SOFTWARE LICENSE CHECK TOTAL:	11,657.00 1,350.00 -3,600.00 9,407.00
00398968	09/13/19	Jenny Salberg	7/22-7/24 - STRENGTES FINDER	0113015040 5220	TRAVEL & CONFERENCE CHECK TOTAL:	101.36 101.36
00398969	09/13/19	Leah Frettyman	7/18-7/19 - CHALLENGE SUCCESS	0101377350 5220	TRAVEL & CONFERENCE CHECK TOTAL:	94.00 94.00
00398970	09/13/19		OTHER CUSTODIAL SUPPLIES		L OTHER CUSTODIAL SUPPLIES CHECK TOTAL:	
00398971	09/13/19	MZY LLC	MATERIALS & SUPPLIES-INSTRUCT	0104613150 431	MATERIALS & SUPPLIES-INS CHECK TOTAL:	
00398972	- 1000 A 1000 A 1000 A	Office Depot	GENERAL SUPPLIES-NOM INSTRUCT GENERAL SUPPLIES-NOM INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0102397406 434 0109011005 431 0108011005 431 0108011005 431 0108011005 431 0108011005 431 0108011005 431 0108011005 431	O MATERIALS & SUPPLIES-ING	0.56 87.67 85.91 570.00 263.99 24.51 67.76 55.57 2.23 28.00
00398973	09/13/19	Oriental Trading Co	GENERAL SUPPLIES-NON INSTRUCT	0108015600 434	O GENERAL SUPPLIES-MON IN	8 341,53

LAGUNA BEACH USD 09/13/19 Commercial Check Register All Entries Requested Page 2 FRI, SEP 13, 2019, 7:57 AM --req: RGHAUG---leg: 76 ----loc: 94DISB----job: 21606503 #J187--prog: BK514 <1.3 >--report id: CKCCLIST

Check # Register	Payee Name	Description	Key Object	Object Description	Check Amount
				CHECK TOTAL:	341.53
00398974 09/13/19	Really Good Stuff	MATERIALS & SUPPLIES-INSTRUCT	0108011005 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	495.65 495.65
00398975 09/13/19	Securly Inc.	ANNUAL SOFTWARE LICENSE FEE	0113457175 5805	ANNUAL SOFTWARE LICENSE CHECK TOTAL:	15,840.00 15,840.00
00398976 09/13/19	Shearer, Kellee	MILRAGE - 8/12-8/22	0105114695 5210	MILEAGE REIMBURSEMENT CHECK TOTAL:	48.14 48.14
00398977 09/13/19	Ward's Natural Science	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0105011012 4310 0105011012 4310 0105011012 4310	MATERIALS & SUPPLIES-INS	84.56 87.69 28.95 201.20
		TOTAL FO	R STOCK 76 Lagr	ma Beach's check stock ID	37.284.10

Laguna Beach Unified School District

13.j. CONSENT/ACTION

September 24, 2019

Approval:

Independent Contractor Agreement with Jennifer McCluan in an Amount Not-to-Exceed \$3,000 for the 2019-20 School Year to Provide

Consultation Services for NGSS Implementation

LCAP Priority Alignment

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

Proposal

Staff proposes the Board of Education approve an Independent Contractor Agreement with Jennifer McCluan to provide consultation services for NGSS implementation for up to thirty (30) hours for the 2019-20 school year.

Background

Since November 2016, the Thurston Middle School and Laguna Beach High School science departments have worked with Jennifer McCluan on the implementation of Next Generation Science Standards (NGSS), including adoption of materials and scope and sequence. To date, the TMS science team has completed an integrated NGSS model to be implemented at all grade levels during the 2019-20 school year.

This contract will allow Ms. McCluan to consult with staff regarding the implementation of NGSS and course pathways at LBHS to begin in the 2020-21 school year.

Ms. McCluan has a Bachelor of Arts in Chemistry, a Master's Degree in Education with an emphasis in Science, and has presented to school districts throughout San Diego County over the past several years. She is a well-respected resource utilized by San Diego County Office of Education Curriculum Department regularly to support NGSS implementation.

Budget Impact

The budget impact is \$100 per hour for up to thirty (30) hours of consultation time at a cost of not-to-exceed \$3,000.

Recommended Action

Staff recommends the Board of Education approve an Independent Contractor Agreement with Jennifer McCluan to provide consultation services for NGSS implementation for up to thirty (30) hours for the 2019-20 school year.

Winston/Viloria

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Laguna Beach Unified School District, hereinafter referred to as "District," and Jennifer McCluan, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

- 1. <u>Services to be provided by Contractor</u>. Contractor shall provide to the District up to thirty (30) hours of consulting services in support of District NGSS implementation and course pathway development during the 2019-20 school year. Services will be provided via telephone conferences and emails with Contractor.
- 2. <u>Term.</u> Contractor shall commence providing Services under this Agreement upon <u>Board Approval on September 24, 2019</u>, and will diligently perform as required and complete performance by <u>June 30, 2020</u>.
- 3. <u>Compensation</u>. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a fee of not to exceed one hundred dollars (\$100) per hour for up to thirty (30) hours. District shall pay Contractor according to the following terms and conditions: Net 30 days after invoicing.
- 4. <u>Expenses</u>. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.
- 5. <u>Independent Contractor</u>. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its 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 Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance,

social security and income taxes with respect to Contractor's employees.

6. <u>Materials</u>. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: N/A

Contractor's Services will be performed in accordance with generally and currently accepted principles and practices of its profession.

- 7. Originality of Services/Intellectual Property. Contractor agrees that all ideas, technologies, formulae, procedures, processes and methods prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.
- 8. <u>Termination</u>. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the five (5) days cease and terminate. In the event of such termination, the District may secure the required Services from another contractor. If the cost to the District to secure the required Services from another contractor exceeds the cost of providing the Services pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the

Contractor, or no later than three (3) days after the day of mailing, whichever is sooner.

- 9. <u>Hold Harmless</u>. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.
 - (b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.
 - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.
- 10. <u>Insurance</u>. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.
 - 10.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:
 - a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	<u>\$1,000,000</u>
(2)	Products/Completed Operations	<u>N/A</u>
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate	\$2,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000 for each occurrence.

- b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)
- c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable; \$2,000,000 aggregate.
- d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

Part A - Statutory Limits for Contractor
Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers' Liability

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: \$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor. If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

10.2 Upon execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the

required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall:

- name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements.
- be endorsed with the insurer's waiver of rights of subrogation against the District.

In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above-mentioned insurance coverages shall be cause for termination of this Agreement.

- 11. <u>Assignment</u>. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
- 12. <u>Compliance with Applicable Laws</u>. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.
- 12.1. Fingerprinting. Education Code section 45125.1 requires that employees of a Contractor providing certain services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the District determines that the Contractor and/or Contractor's employees will have limited or no contact with District's students. In making this determination, the District will consider the totality of the circumstances. If the District has determined that fingerprinting is required, whether or not the Services are one of those listed in Section 45125.1, the Contractor expressly agrees that Contractor and all of Contractor's current and subsequent employees will submit or have submitted fingerprints in a manner required by the California Department of Justice, as set forth in Education Code section 45125.1. Contractor and/or Contractor's current and subsequent employees shall not come in contact with students until the Department of Justice has ascertained that the Contractor and/or Contractor's employees have not been convicted of a serious or violent felony. Contractor shall certify in writing to the Governing Board of the District that none of its employees who may come in contact with students have been convicted of a serious or violent felony; and shall provide to the Governing Board of the District a list of names of its employees who may come in contact with students. Contractor shall fulfill these requirements at its own expense. The District may require the Contractor and its current and subsequent employees to submit to additional criminal records checks at the District's sole and absolute discretion.

If the District has determined that fingerprinting is not required, the

Contractor and/or Contractor's current and subsequent employees shall check in with the District or school site office each day immediately upon arriving at the District or school site; employees shall inform District or school site office staff of their proposed activities and location at the District or school site; once at the District or school site, Contractor and/or Contractor's employees shall not change locations without contacting the District or school site office; Contractor and/or Contractor's employees shall not use student restroom facilities; and, if Contractor and/or Contractor's employees encounter any students, Contractor and/or Contractor's employees shall immediately leave the area and contact the District or school site office and receive further direction from District or school site office staff.

- 12.2. <u>Tuberculosis Testing</u>. Contractor and/or Contractor's current and subsequent employees providing Services to the District agree to undergo tuberculosis screening and to submit written verification of negative results for tuberculosis, if required by the District, prior to commencing Services pursuant to this Agreement.
- 13. <u>Permits/Licenses</u>. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 14. <u>Employment with Public Agency</u>. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
- 15. 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. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
- 16. <u>Nondiscrimination</u>. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.
- 17. <u>Non Waiver</u>. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 18. <u>Notice</u>. 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:

District:

Laguna Beach Unified School District Attn: Instructional Services Office 550 Blumont Street Laguna Beach, CA 92651 Contractor:

Jennifer McCluan 2240 Cushing Road Unit 133 San Diego, CA 92106

- 19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
- 21. <u>Headings</u>. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.
- 22. <u>Counterparts</u>. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.
- 23. <u>Authorized Signatures</u>. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.
- 24. 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 made in and shall be performed in Orange County, California.

Inis Agreement is entered into this da	y of, 20 <u>19</u> .
Laguna Beach Unified School District District Name	Jennifer McCluan Contractor Name
Signatures:	
By:	By:
Jason Viloria, Ed.D. Superintendent of Schools	Jennifer McCluan Consultant

Laguna Beach Unified School District

13.k. CONSENT/ACTION

September 24, 2019

Approval:

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

LCAP Priority Area

Goal 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

Proposal

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

Background

On June 27, 2018, the first year of a three year renewable contract was approved by the Board for employee online wellness services.

The Wellness Committee consisting of six members of the Insurance Committee identified the following goals and strategies:

Wellness Goals:

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

Wellness Strategies:

- Program Components
 - o Health risk assessments
 - Disease management
- Health Coaching
 - o Online and onsite coaching
- Condition-specific management
 - Stress/resilience
 - Sleep disorders

- Healthy engagement
 - o Fitness/activity
 - o Health literacy
 - o Nutrition
 - o Challenges

Budget Impact

This expenditure is budgeted at a not-to-exceed amount of \$23,000, to be paid from the General Fund.

Recommended Action

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

WEST HEALTH ADVOCATE SOLUTIONS, INC.

Principal Executive Offices: 3043 Walton Road Plymouth Meeting, PA 19462

PLAN SPONSOR AGREEMENT

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

1. Description of Services:

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

2. Term / Termination:

- a. This Agreement shall be effective as of August 01, 2018 (the "Effective Date").
- b. The initial term of this Agreement shall be thirty-six (36) months from the Effective Date ("the Initial Term"). Thereafter, this Agreement shall automatically renew for consecutive three (3) year terms (each a "Renewal Term") unless either Party provides written notice to the other, at least sixty (60) days before the end of the Initial Term or any Renewal Term, of its intention not to renew this Agreement. The terms and conditions of this Agreement shall apply to the Initial Term and any Renewal Term unless modified in writing by the Parties.
- c. In the event that either Party shall default in the performance of any of its material covenants, or undertakings under this Agreement, and such default shall continue and not be corrected within thirty (30) days after the receipt of written notice thereof from the non-breaching Party specifying the default and requesting correction of such default, the non-breaching Party may terminate this Agreement by delivering written notice to such effect to the other Party, which notice shall be immediately effective upon receipt.

d.

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

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

3. Fees:

- a. Client shall pay Health Advocate \$4.75 per Employee per month ("PEPM") for the Services as described herein ("Service Fees").
- b. In addition to the PEPM Fee referenced above, Client shall also pay Health Advocate a one-time \$2,000 installation fee for the Service(s).
- c. This Service Fee applies to the first contract year, only. However, Service Fees will increase by no more than 10% in both year two (2) and year three (3) of the initial Term. Notice of any Service Fee increase will be provided to Client, in writing, at least ninety (90) days prior to the annual anniversary date of this Agreement.
- d. Such Service Fee shall be paid to Health Advocate on a quarterly basis and shall be received by Health Advocate, on or before the first (1*) day of the month for which Services are to be provided.
- e. This Service Fee is based on approximately 350 Employee lives.

f.

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

- g. All Fees paid hereunder shall be sent with an electronic file compiled by Client containing information reasonably sufficient to permit Health Advocate to reconcile compensation payments in a timely manner.
- h. Upon termination of this Agreement, payments under this section shall cease; however, Health Advocate shall be entitled to any payments due for periods or partial periods that accrued prior to the date of termination for which Health Advocate has not yet been paid.

4. Confidentiality:

- a. The Parties agree to protect the privacy and confidentiality of any and all Member personal and medical information in their possession ("Confidential Information"), abiding by all applicable laws and regulations.
- b. The Parties agree to abide by the Business Associate Agreement, attached hereto as Exhibit "B" and incorporated herein by reference, which contains such terms as are required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Final Rule for Standards for Privacy of Individually Identifiable Health Information adopted by the United States Department of Health and Human Services and codified at 45 C.F.R. part 160 and part 164, subparts A & E (the "Privacy Rule"), the HIPAA Security Rule, codified at 45 C.F.R. Part 164 Subpart C and Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH") including C.F.R. Sections 164,308, 164,310, 164,312 and 164,316 in effect, or as amended.
- c. Health Advocate will not use any Confidential Information for any purpose other than that for which it is provided nor will Health Advocate sell, transfer or disclose this Confidential Information for its own benefit or the benefit of others.

d.

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

- e. Neither Party to this Agreement shall use any confidential information, (i.e., information that by its very nature is deemed to be confidential, including confidential business information), of the other Party: (a) for its own benefit or that of any third party; (b) to the Disclosing Party's detriment; or (c) in any manner other than to perform its obligations under this Agreement.
- f. It is essential for Confidential Information, including Protected Health Information, to be maintained after the expiration of this Agreement for regulatory and other business reasons. Accordingly, Health Advocate's obligations of confidentiality with respect to Client's Confidential Information, exchanged during the Term of this Agreement, shall survive any termination or non-renewal of this Agreement.

5. Reports:

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

6. Indemnification:

- a. Each Party shall indemnify, defend and hold harmless the other Party, its officers, employees, directors, affiliated companies and agents from and against any and all third party claims, actions demands and lawsuits (together "Claims") against the indemnified Party, and all resulting costs, liabilities, damages and expenses, including reasonable attorneys' fees and costs of suit arising out of:
 - i. the indemnifying Party's breach or violation of any representation, warranty or covenant in this Agreement;
 - ii. the violation by a Party, in the performance of its obligations hereunder of any law, statute, rule, regulation or order of a governmental authority; or
 - iii. the indemnifying Party's negligence or willful misconduct.

b.

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

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

7. General:

- a. <u>Binding Agreement</u>. This Agreement shall be fully binding upon and inure to the benefit of the legal representatives, successors in interest and permitted assigns of the Parties hereto.
- b. <u>Entire Understanding</u>. This Agreement, along with its attachments, constitutes the entire Agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous arrangements, understandings, negotiations, and discussions of the Parties with respect to the subject matter hereof, whether written or oral; and there are no warranties, representations, or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

C.

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

- d. No Third Party Beneficiary. Nothing in this Agreement shall be construed to give any person or entity other than the Parties any legal or equitable claim, right, or remedy; rather this Agreement is intended to be for the sole and exclusive benefit of the Parties.
- e. <u>Assignability</u>. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may be withheld in the other Party's sole discretion, except that this Agreement may be assigned by either Party without such prior written consent;
 - i. to an affiliate of the assigning Party; or
 - ii. to an entity that merges with or acquires the business or stock of such Party to which this Agreement relates. Subject to the foregoing, this Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective successors and assigns.
- f. Relationship of the Parties. This Agreement does not, nor is it intended to, create a relationship of joint venture, principal and agent or partnership between the Parties. The relationship between the Parties is and shall be that of an independent contractor. Nothing in this Agreement shall create or be construed to create the relationship of employer and employee. Each Party acknowledges that it shall have no authority to obligate or bind the other Party in any way.
- g. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to the choice of law doctrine or the conflicts of law principles of any other jurisdiction to the contrary. However, the Parties agree that, at least 45 days prior to initiating any litigation or complaint under this Agreement, they shall hold good faith informal dispute resolution meetings at a mutually agreed upon location.
- h. <u>Dispute Resolution</u>. The Parties agree that in the event of a dispute or alleged breach they will work together in good faith to resolve the matter internally by escalating it to higher levels of management and, if necessary, to use a mutually agreed upon alternative dispute resolution mechanism prior to resorting to litigation.

i.

Limitation of Liability.

- i. Limitation: NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY FOR EITHER PARTY IS LIMITED TO THREE TIMES THE AMOUNT PAID TO HEALTH ADVOCATE BY CLIENT FOR SERVICES DURING THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- ii. Application: THE FOREGOING LIMITS ON LIABILITY WILL APPLY WHETHER THE APPLICABLE CLAIM ARISES OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY AND CONTRACT, EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR FORESEEABLE.
- iii. Time Limit: No cause of action which accrued more than two (2) years prior to the filing of a suit may be asserted by either Party.
- j. The Health Advocate Trademark. Client recognizes that the "Health Advocate" trademark is the sole and exclusive property of Health Advocate and will take all reasonable and appropriate measures to avoid any actions that would harm such mark. Client is not authorized to prepare or distribute any promotional or descriptive material relating to this Agreement or the Services, other than for identification and/or distribution of promotional and descriptive materials, without the prior written approval of Health Advocate. However, once consent for particular language is granted, as to Client, it need not be requested for the same language, again.

k.

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

For Client:

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

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

For Health Advocate:

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

Tel. No.: (610) 397-7398 Fax No.: (610) 825-7776

E-mail: kbegley@healthadvocate.com

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

I. <u>Member Awareness</u>. Client shall engage in ongoing and frequent communication with its employees to promote the Health Advocate Service.

m.

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

- n. <u>Limitation of Authority</u>. Neither Party shall obligate the other Party, nor make, alter or waive any of the terms or conditions of any of the other Party's forms, policies, contracts or advertising materials, except to the extent authorized in writing by the other Party. Neither Party shall hold itself out as an employee, partner or officer of the other Party, nor as an agent of the other Party or in any other manner, or for any other purpose than is set forth in this Agreement.
- o. <u>Survival of Certain Obligations</u>. Any obligations set forth in this Agreement that by their nature should be continuous and survive any termination or non-renewal of this Agreement including, but not limited to, the obligations regarding confidentiality and indemnification shall be continuous and shall survive any termination or non-renewal of this Agreement.
- p. <u>Separability</u>. Each provision of this Agreement shall be considered separable and if any provision or provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- q. No Waiver of Rights, Powers and/or Remedies. The failure or delay of either Party hereto in exercising or enforcing any right, power or remedy under this Agreement, and no course of dealing between the Parties hereto, shall be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- r. <u>Reserved Rights</u>. Health Advocate explicitly reserves the right to discontinue or withdraw from sale, modify, change, or amend any product, program or Service described in this Agreement, if it is determined by Health Advocate, in its sole discretion, to be necessary to do so based, for example, on a change in the legislative or regulatory environment in which Health Advocate operates.

S.

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

- t. <u>Interpretation</u>. The Parties hereto acknowledge and agree that (i) the rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms and provisions of this Agreement; and (ii) the terms and provisions of this Agreement will be construed fairly as to all Parties hereto and not in favor of or against a Party, regardless of which Party was generally responsible for the preparation of this Agreement.
- u. <u>Force Majeure</u>. Neither Party hereto shall have any liability for delay or non-fulfillment of any terms of this Agreement caused by any cause not within such Party's reasonable control (but excluding financial inability) such as an act of God, war, riots or civil disturbance, strikes, accident, fire, transportation conditions, labor and/or material shortages, governmental controls, regulations and permits and/or embargoes.

٧.

<u>Counterparts</u>. This Agreement may be signed in counterparts, which together will constitute one Agreement.

8. DISCLAIMER:

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

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

Name: Leisa Winston Title: Assistant Superintendent Dated: 6 20/18 For West Health Advocate Solutions, Inc.: Signed: Name: Katharine N. Begley Title: Senior Vice President, Head of Sales	For Laguna Beach Unified School District:
Title: Pasistant Superintendent Dated: 6 26/18 For West Health Advocate Solutions, Inc.: Signed: Name: Katharine N. Begley Title: Senior Vice President, Head of Sales	Signed: Alwint
Pated: 6 20 18 For West Health Advocate Solutions, Inc.: Signed: Name: Katharine N. Begley Title: Senior Vice President, Head of Sales	Name: Leisa Winston
For West Health Advocate Solutions, Inc.: Signed: Name: Katharine N. Begley Title: Senior Vice President, Head of Sales	Title: Assistant Superintendent
Signed: Name: Katharine N. Begley Title: Senior Vice President, Head of Sales	Dated: 6 24/18
Name: Katharine N. Begley Title: Senior Vice President, Head of Sales	For West Health Advocate Solutions, Inc.:
Title: Senior Vice President, Head of Sales	Signed:
-	Name: Katharine N. Begley
Dated:	Title: Senior Vice President, Head of Sales
	Dated:

EXHIBIT "A"

ONLINE WELLNESS SERVICES

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

- PROGRAM FEATURES. The Wellness program includes the following wellness and wellness-related features:
 - a. <u>Personal Health Profile ("PHP")</u>. Health Advocate's PHP is a secure web-based tool which identifies many of an individual's health and lifestyle risks. Upon completion of the PHP, each Wellness Member receives results in the form of a personalized risk assessment report with guidance for reducing identified risks.
 - b. On-line Support Tools and Information. Wellness Members have secure access to an array of on-line tools such as wellness workshops and tutorials, health measure trackers and on-line health information.
 - c. Wellness Incentive Management. Health Advocate offers a complete points based Incentive Management Program for Clients who wish to provide health and wellness incentives to drive employee participation in their Wellness and Health Management Initiatives.

1. Services Include:

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

2. Healthy Rewards program includes:

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

d. Zipongo Meal Planning Service.

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

2. Service Includes:

- i. 55 question food frequency survey
- ii. Recipes and Categories
- iii. Social Recipe Features
- iv. Grocery List Bullder
- 2. MedChoice Support. This Service is an on-line, self-directed, resource that provides Members with access to independently developed and widely accepted medical information to help them share in the decision-making process with their physician and/or other healthcare providers. Using this resource, Members can educate themselves, on various health topics, and make decisions about tests and treatment options based on information and personal preferences.
- PRIVACY POLICY AND PRACTICES. Each Wellness Member is required to read
 and adhere to the terms and conditions of Health Advocate's privacy policy and
 practices as a condition of participating in the Wellness Program.
- REPORTING. An online personalized summary and health risk assessment report is
 provided to each Wellness Member who completes an PHP. Upon request, annual
 statistical management reports will be provided to Client showing aggregate activity.

4. AVAILABILITY OF ON-LINE SERVICES and SUPPORT.

- a. Health Advocate will use commercially reasonable efforts to ensure the webbased Wellness Advocate Services described herein are accessible to Wellness Members via the world wide web, twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of hosting services due to causes beyond Health Advocate's direct control.
- b. Health Advocate reserves the right to modify or supplement the Wellness Services from time to time at its discretion, provided that no modification or supplement will materially diminish the functionality of the services as described herein.
- c. Health Advocate will provide Wellness Members with e-mail based support for addressing technical questions or issues related to the performance and availability of web-based tools.
- EMPLOYEE AWARENESS. Client agrees to take reasonable steps to encourage and promote employee awareness and utilization of the Wellness Service, including regular communication and reinforcement of the availability of this Service, and will

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

EXHIBIT "B"

BUSINESS ASSOCIATE AGREEMENT

The Parties hereby agree as follows:

1. Definitions:

- a. General Definitions. Terms used but not otherwise defined in this Agreement, shall have the same meaning as those terms as set forth in the HIPAA Regulations, as defined below.
- b. Specific Definitions.
 - (i) "Business Associate" shall mean Health Advocate, Inc. or any of its affiliated entities.
 - (ii) "Breach" shall have the same meaning given to such term in 45 C.F.R. § 164.402.
 - (iii) "Covered Entity" shall mean all group health plans of Client and its Affiliates for which Business Associate provides services to or on behalf of, individually and/or collectively.
 - (iv) "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, as amended from time to time and its implementing regulations (45 C.F.R. Parts 160-64) and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), that are applicable to business associates, along with any guidance and/or regulations issued by DHHS, in effect or as amended.
 - (v) "HIPAA Regulations" shall mean the regulations issued by the U.S. Department of Health and Human Services Office for Civil Rights with respect to HIPAA privacy, security, and enforcement, as set forth in 45 CFR Parts 160 and 164, in effect or as amended.
 - (vi) "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
 - (vii) "Protected Health Information" and electronic Protected Health Information (together "PHI") shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Client, in connection with the performance of the Services provided pursuant to the Plan Sponsor or Services Agreement entered into by and between Business Associate and Client, to which this BAA relates. PHI does not include health information that has been deidentified in accordance with the standards for de-identification provided for in the Privacy Rule.

(viii)

- "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (ix) "Security Incident" shall have the same meaning given to such term in 45 C.F. R. § 164.304, but shall not include (i) unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate; and (ii) immaterial incidents that occur on a routine basis, such as general "pinging" or "denials of service."
- (x) "Security Rule" shall mean the Standards for Securing PHI and ePHI as required by 45 CFR §164.302-164.318.
- (xi) "Unsecured protected health information" refers to PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of Encryption or destruction.
- (xii) "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

2. Obligations and Activities of Business Associate:

- a. Business Associate shall not use or further disclose PHI other than as permitted or required pursuant to the underlying Health Advocate Services Agreement and any Addendum thereto, by this BAA, as Required or permitted by Law, or as directed by the Client.
- b. Unless otherwise limited, in addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Business Associate may, use the PHI in its possession for the proper management and administration and to fulfill any legal responsibilities of the Business associate, de-identify any and all PHI created or received by it under this Agreement: provided that the de-identification conforms to the requirements of the Privacy Rule, and may aggregate the PHI with that of other covered entities for the purpose of providing Client with data analyses relating to the Health Care Operations of Client; however, notwithstanding the foregoing Business Associate may not disclose the PHI of one client or covered entity to another of the clients or covered entities involved.
- c. Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI as provided for by this BAA.
- d. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.
- e. Business Associate shall report to the Client any Breach or Security Incident of Unsecured PHI of which it becomes aware within ten (10) business days. Business Associate's report shall include all information indicated in 45 CFR § 164.410(c).

f.

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

- g. Business Associate shall document disclosures of PHI and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- h. Business Associate shall make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Client available to the Client, or at the request of the Client, to the Secretary in the time and manner designated by the Client or the Secretary, for purposes of the Secretary determining Client's compliance with the HIPAA Regulations.
- Business Associate shall provide to Client or an Individual an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, in the time and manner designated by Client.
- Business Associate shall retain all documentation indicated in 45 CFR § 164.530(j)(1) for the retention period in accordance with 45 CFR § 164.530(j)(2).
- k. Business Associate shall determine the Minimum Necessary type and amount of PHI required to perform its services and will comply with 45 CFR §§ 164.502(b) and 164.514(d).
- To ensure compliance with the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164 Subpart C, Business Associate shall:
 - i. implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Client;
 - ii.ensure that any agent, including a subcontractor, to whom Business Associate provides such electronic PHI agrees to enter into an Agreement with terms consistent with or substantially similar to those enumerated herein;
 - ensure that any agent, including a subcontractor, to whom Business Associate provides PHI shall implement reasonable and appropriate safeguards to protect it;
 - iv. report immediately to the Client any successful unauthorized access, use, disclosure, modification, or destruction of electronic PHI or

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

- v.report to the Client the aggregate number of unauthorized access, use, disclosure, modification, or destruction of electronic PHI, or interference with system operations in an information system of which Business Associate becomes aware, no later than thirty (30) calendar days after discovery of the attempt(s).
- m. Business Associate shall comply with all security and privacy provisions of 45 CFR Part 164, and the requirements of 45 CFR § 164.504(e)(1)(ii), and shall further comply with §13401 of the American Recovery and Reinvestment Act of 2009.

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

- a. General Use and Disclosure. Except as otherwise limited in the Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Client as specified in the underlying Agreement, provided that such use or disclosure of PHI would not violate the Privacy Rule, including the Minimum Necessary requirement.
- b. Additional Use and Disclosure.
 - (i) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI for the proper management and administration of the Business Associate's business or to carry out the legal responsibilities of the Business Associate consistent with the provisions of 45 CFR § 164.504(e)(4)(i) and (ii). Business Associate may only disclose PHI for such purposes if:

1) such disclosures are Required by Law; or

- 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (ii) Except as otherwise limited in this BAA, Business Associate may use PHI to provide Data Aggregation services to Client as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- (iii) Business Associate may use or disclose PHI to the extent and for purposes authorized by an Individual.
- (iv) Business Associate may use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 CFR § 164.502(j)(1).
- (v) Business Associate must share PHI with Client for permitted purposes, such

as for audits performed by or on behalf of Client.

4.

Obligations of Client:

- a. Client shall provide Business Associate with any changes in, or revocation of, Authorization by Individual or his or her personal representative to use or disclose PHI, if such changes affect Business Associate's uses or disclosures of PHI.
- b. Client shall notify Business Associate of any restriction to the use or disclosure of PHI that Client has agreed to in accordance with 45 CFR § 164.522, if such changes affect Business Associate's uses or disclosures of PHI.
- c. In the event that Client requires Business Associate to share, receive or disclose PHI to another vendor for purposes of fulfilling its obligations pursuant to the Health Advocate Services Agreement, Client agrees to assist Business Associate in obtaining a confidentiality agreement with such vendor.
- 5. Permissible Requests by Client: Client shall not request, Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Client, except as provided in Sections 3 (b)(i) and (ii) of this BAA.

6. Term and Termination:

- a. Term. The Terms and Conditions set forth in this Business Associate Agreement shall commence as of the Effective Date of the Plan Sponsor Agreement or Services Agreement, as the case may be, to which this Business Associate Agreement relates and shall terminate when all of the PHI provided by or on behalf of Client to Business Associate, or created or received by Business Associate on behalf of Client, is destroyed or returned to Client, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with paragraph c of this Section 6.
- b. Termination for Cause. Upon Client's knowledge of a material breach by Business Associate of a provision of this BAA, Client shall provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by Client, or if Business Associate has breached a material term of this Agreement and cure is not possible, Client may terminate Business Associate's services upon written notice to Business Associate,
- c. Effect of Termination.
 - Except as provided in paragraph (c)(ii) of this Section 6, upon cancellation
 of Business Associate's services or termination of the Agreement for any
 reason, Business Associate shall return or destroy all PHI received from
 Client, or created or received by Business Associate on behalf of Client.
 This provision shall apply to PHI that is in the possession of
 subcontractors or agents of Business Associate.

2)

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

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

7. Miscellaneous:

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

c. Interpretation.

- (i) Any ambiguity in the Agreement shall be resolved in favor of a meaning that permits Client to comply with the HIPAA Regulations.
- (ii) In the event of an inconsistency between the provisions of this Agreement and the HIPAA Regulations, as may be amended from time to time, as a result of interpretation by HHS, a court of competent jurisdiction, or another regulatory agency with authority to enforce HIPAA, the interpretation of HHS, or such court or other regulatory agency shall prevail.
- (iii) In the event provisions of this Agreement differ from those mandated by the HIPAA Regulations but are nonetheless permitted by the HIPAA Regulations, the provisions of this Agreement shall control.

13.I. CONSENT/ACTION

September 24, 2019

Approval: Renewal of Contract with FORECAST5 Analytics for Two Years in An Amount Not-to-Exceed \$17,980 Each Year

Proposal

Staff proposes the Board of Education approve the renewal of FORECAST5 Analytics for a two-year contract not to exceed \$17,980 each year.

Background

The Board approved a one-year contract with FORECAST5 Analytics on September 11, 2018. FORECAST5 Analytics is a robust software that allows staff to quickly create numerous reports related to the financial and educational components of our district in relation to others throughout the State. Some of the features include:

- Analyze local compensation/benefits trends
- View revenue and expenditure trends by fund, function or object Identify relative performance against benchmark peers
- Evaluate staffing ratios and FTE trends by position against peers
- Compare testing and achievement results by location
- Develop a multilayer budget plan
- Simulate collective bargaining budget impacts
- Analyze results by fund, function, object or location
- Compare "what-if" scenarios
- Generate visual and tabular information for stakeholders

Staff has found significant value in the reporting features associated with FORECAST5 Analytics for internal analysis and reporting to the Board and community.

Budget Impact

The budget impact of the FORECAST5 Analytics License is \$17,980 for two years, totaling \$35,960.

Recommended Action

Staff recommends the Board of Education approve the renewal of a contract with FORECAST5 Analytics.



CUSTOMER AGREEMENT

This Customer Agreement is entered into by Forecast 5 Analytics, Inc., a Delaware corporation ("Forecast5"), and Customer (named below), and will commence on the Effective Date indicated below.

FORECAST5 Service	Service Description	Price	Discount	Total Cos
4001001	5Sight - License Agreement (4 Users)	\$8,240.00	\$5,120.00	\$3,120.00
4002004	5Cast Plus (2 Users)	\$8,240.00	\$4,120.00	\$4,120.00
4005001	5Cast - Support Fee	\$3,500.00	\$0.00	\$3,500.00
4002001	5Cast - License Agreement (2 Users)	\$8,240.00	\$1,000.00	\$7,240.00
CHESTER MATERIAL MARKET			Invoice After 9/1/2019	\$17,980.00
4001001	5Sight - License Agreement (4 Users)	\$8,240.00	\$5,120.00	\$3,120.00
4002004	5Cast Plus (2 Users)	\$8,240.00	\$4,120.00	\$4,120.00
4005001	5Cast - Support Fee	\$3,500.00	\$0.00	\$3,500.00
4002001	5Cast - License Agreement (2 Users)	\$8,240.00	\$1,000.00	\$7,240.00
			Invoice After 9/1/2020	\$17,980.00
			Total Amount Due:	\$35,960.00

The above Services are provided pursuant to the Forecast5 Terms of Service (available at www.forecast5analytics.com/about/termsofservice), which are incorporated herein by this reference. Customer and Forecast5 may from time to time agree upon additional Services pursuant to a mutually agreed Work Order. All subscriptions (even if purchased after your Effective Date, such as Additional User subscriptions) will be coterminous and end on the applicable anniversary of your Effective Date.

Customer acknowledges and agrees that if it provides access to the Services to another governmental unit or other third party, or uses the Services for the benefit of any such party, then it will be liable for, among other things, additional subscription fees for each such party at the applicable Forecast5 prices.

At the request of the Customer, Forecast5 may provide opinions or representations with respect to the financial feasibility and/or fiscal prudence of assumptions and/or projections that Customer may select for inclusion in 5Cast financial projections, provided, however, that it is understood that the Customer is solely responsible for the decision and any associated risk of incorporating any particular assumption in its financial plan. Additionally, Forecast5 duties and responsibilities do not include giving any opinion or advice regarding the issuance of debt instruments.

EXPIRATION DATE: 9/30/2021 (All subscriptions are for periods of 1 year, unless indicated otherwise).

Please see the following page for the signature line.



Customer: Laguna Beach Unified	FORECAST 5 ANALYTICS, INC.
Signature:	Signature: 218/
Name:	Name: Michael R. English
Title:	Title: CEO
550 Blumont St.	2135 CityGate Lane, 7th Floor

13.m. CONSENT/ACTION

September 24, 2019

Approval:

School Connected Organizations for 2019-2020

Proposal

Staff proposes the Board of Education approve the listed School Connected Organizations for 2019-2020.

Background

Board Policy 1230, Community Relations, was adopted by the Board of Education on January 24, 2017. In accordance with this policy, the following list of school-connected organizations is brought forward for Board approval:

- PTA
 - o Boo Blast
 - Back to School Bonanza
 - o Movie Night
 - o Colonial Days
 - o Jog-A-Thon
 - Book Fairs
- Athletic Boosters
- Visual/Performing Arts Boosters
- Protection Assembly for Wildlife (PAW)(Thurston Middle School Club)
- After School Clubs
- Science-On-The-Go (grades K 3)
- Discovery Cube (GATE program)
- Art Masters (all grades)
- Laguna Art Museum Pilot Program
- Walk Through California (4th gr.) and Walk Through the Revolution (5th gr.)
- Laguna Playhouse (on-site field trips)

Budget Impact

There is no budget impact.

Recommended Action

Staff recommends the Board of Education approve School Connected Organizations for 2019-2020 as listed.

13.n. CONSENT/ACTION

September 24, 2019

Approval:

Community Facilities District 98-1 (Crystal Cove) Administrative Expense Fund Disbursements Totaling \$1,800.00

LCAP Goal

Goal 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.

Proposal

Staff proposes the Board of Education approve/ratify the attached disbursement from the Administrative Fund of the Community Facilities District 98-1 "CFD 98-1."

Background

A separate Administrative Fund was established pursuant to the Indenture by and between Laguna Beach Unified School District and Community Facilities District No.98-1 (Crystal Cove) 2012 Special Tax Refunding Bonds. Administrative expenses are for the actual or reasonably estimated costs directly related to the administration of CFD No. 98-1. The estimated amount for the current outstanding principal is equal to \$7,760,000 which is based on principal paid through September 2019. Staff requests approval of the payment detailed on the Administrative Funds Disbursement list.

Budget Impact

The \$1,800.00 payment will be made from the CFD 98-1 Administrative Expense Fund located at U.S. Bank. After the disbursement, the remaining fund balance will be \$34,360.02.

	Payee Name & Address	Purpose	Revenue	Expense	Balance
1	Beginning Balance				\$36,151.73
2	Interest Earned	August 2019	\$8.29		
3	US Bank	Inv. 5467827		1,800.00	
4	Ending Fund Balance				\$34,360.02

Recommended Action

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

13.0. CONSENT/ACTION

September 24, 2019

Approval:

Continuance of Current Meal Prices for the Nutrition Services

Program for 2019-2020

LCAP Goal

Goal 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.

Proposal

Staff proposes the Board of Education approve continuance of current meal prices for the Nutrition Services program for 2019-2020.

Background

The District has maintained current pricing for several years. Previous increases to lunch pricing above four dollars per meal had a negative impact.

The current and proposed prices would be as follows:

Meal Prices	2018 - 2019	2019 - 2020
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 2019-2020.

Appel/Dixon/Viloria

14. INFORMATION

September 24, 2019

Preparation and Opening of the 2019-2020 School Year

Proposal

Dr. Viloria and staff will present on the preparation and opening of the 2019-2020 school year.

Recommended Action

Staff recommends the Board of Education receive the report on the preparation and opening of the 2019-2020 school year.

15. INFORMATION

September 24, 2019

Monthly Financial Update - August 2019

LCAP Priority Area

Goal 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.

Proposal

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

Background

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

The Monthly Financial Update consists of all the District's funds and special reports for services. The accompanying updated projection for ending balance in the General Fund is an indicator of the estimated financial condition at year-end. The forecast shows that the projected ending fund balance will trend higher than last month's levels. The projected growth reflects the current budgetary conditions.

Budget Impact

There is no budget impact for this report.

Recommended Action

No action is required. The Monthly Financial Update report is prepared for information purposes only.

General Fund | Financial Summary

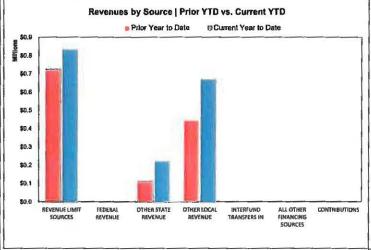
For the Period Ending August 31, 2019

	1007-1016	### X35 -\$10 A	to 2000 a deposition for the
REVENUES	111111111111111111111111111111111111111		
Revenue Limit Sources	\$725,451	\$55,189,300	1.31%
Federal Revenue	1,533	912,049	0.17%
Other State Revanue	110,995	3,958,752	2.80%
Other Local Revenue	447,560	3,752,214	11.93%
Interfund Transfers In	0	0	
All Other Financing Sources	0	0	
Contributions	0		
TOTAL REVENUE	\$1,285,639	\$63,812,316	2.01%
EXPENDITURES			
Personnel Salaries	\$1,383,573	\$31,806,360	4.35%
Employee benefits	1,476,404	13,943,205	10.59%
Books and Supplies	339,044	2,235,044	15.17%
Services and Other Op Expense	1,459,687	9,338,315	15.63%
Capital Outlay	375,426	1,742,020	21.55%
Other Outgo	39,761	357,519	11.12%
Debt Service	0	C	
Transfers	185,000	3,250,000	5.08%
TOTAL EXPENDITURES	\$5,238,895	\$62,672,463	8.36%
SURPLUS / (DEFICIT)	(\$3,953,356)	\$1,139,852	

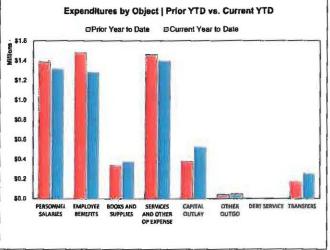
Committee	Promine Propin	FTO Michaelan
\$834,045	\$67,697,243	1.45%
D	962,261	0.00%
222,769	3,583,162	6,229
870,725	2,927,645	22.91%
0	Ş.	
0	0	
0	0	
\$1,727,539	\$86,170,311	2.65%
\$1,313,205	\$31,778,758	4.13%
1,284,607	14,176,883	9.06%
377,739	2,616,515	14.44%
1,399,586	9,564,237	14.63%
525,189	2,156,383	24.36%
45,191	406,000	11.139
0	0	
250,000	2,850,000	8.77%
\$5,195,517	\$83,548,776	8.18%
(\$3,487,978)	\$1,621,535	

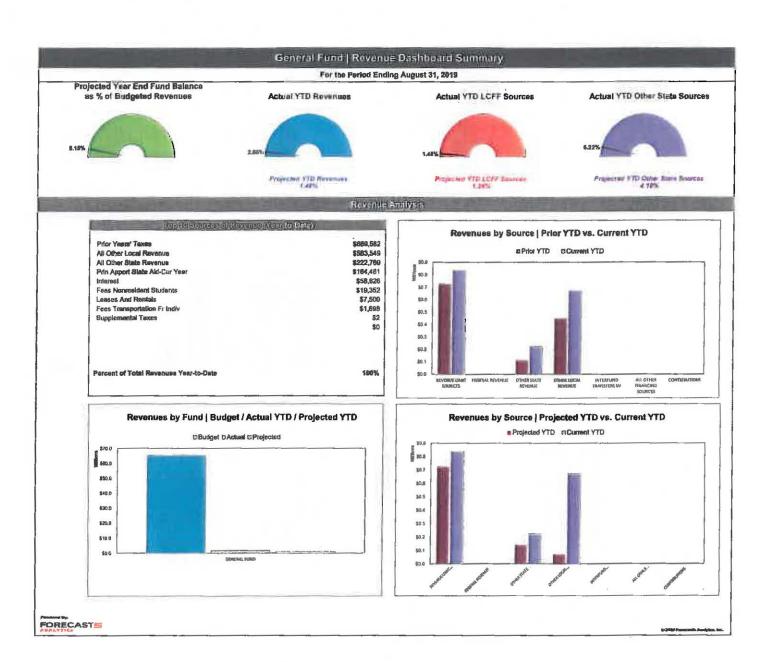
	3000540	SUMMERS AS	
The second secon	Strong Strain	Pitter Year Tearl	TOTAL ACTUAL CONTRACT
SPECIAL PROGRAM EXPENDITURES			
Special Education	\$472,828	\$9,013,494	5.25%
Technology	535,944	2,768,243	19.36%
4CLE	43,061	926,407	4.65%
Ongoing & Major Maintenance Account	610,760	2,596,534	23.52%
FRRP (Fund 4040)	206,268	1,214,482	16.98%
CIP (Fund 4042)	284.795	2.336.754	12.79%

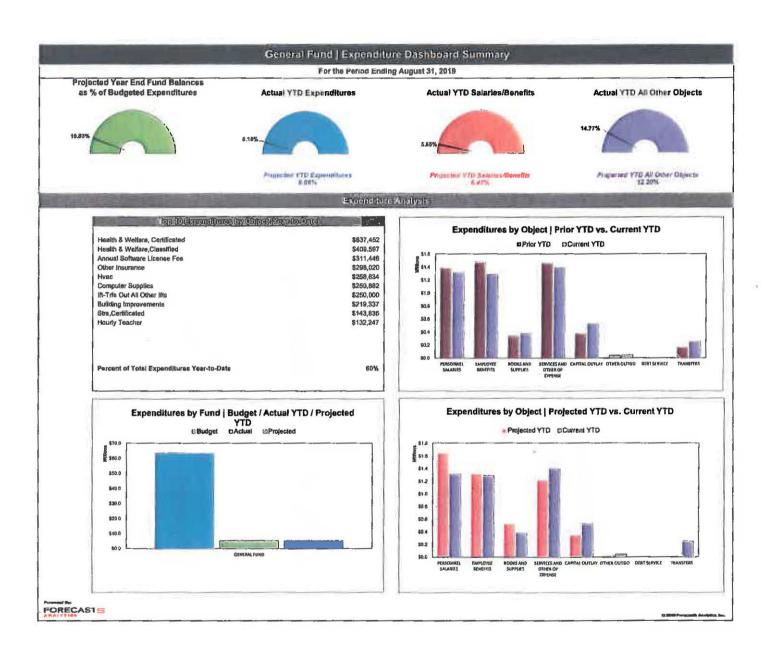
Gorron i TO	Amost Hogila	MO HALFWord
\$508,894	\$9,476,368	5.37%
606,318	3,165,596	19.15%
4,562	411,348	1.11%
839,806	2,913,253	28.83%
258,658	210,000	123,17%
21,134	661,140	3.20%



FORECAST







Month Ending Cash Balance

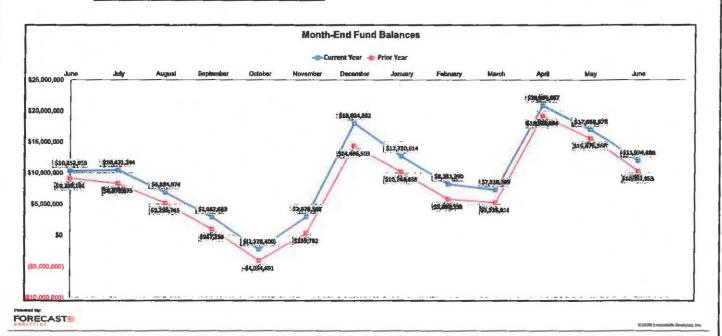
As of August 31, 2019

	Revenue	Expenditures	Assets/Limbility Changes	Monthly Cash Flow Change	Month Ending Cash Balance
2019					\$11,916,396.11
JULY	\$1,341,082.39	(\$1,222,791.70)	(\$3,191,383.30)	(\$3,073,092.61)	8,843,303.50
JST	386,456.48	(3,972,725.63)	(86,289.82)	(3,672,558.97)	5,170,744.53
ER *					
BER					
BER					
R *					
Y					
Y					
4					
L)					
1					
NE					
D	\$1,727,538.87	(\$5,195,517.33)	(\$3,277,673.12)	(\$6,745,651.58)	

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

	Month Ending Cash Balance	19-20 Projected Ending Fund Balance
FUND 01	\$5,170,744.53	\$11,974,488.00
FUND 11	32,407.34	67,200.00
FUND 13	238,741.69	43,769.00
FUND 17	17,418,839.93	18,322,009.00
FUND 25	151,438.12	163,687.00
FUND 4040	818,004.96	1,793,120.00
FUND 4041	5,280,697.99	5,403,372.00
FUND 4042	2,184,246.75	2,801,407.00
	\$31,295,121.31	\$40,569,052.00

	Interfund Transfers
	TRANSFER FROM General Fund (FD 01)
TRANSFER TO Cafeteria Fund (FD 13) Special Reserve Other Than C/O (FD 17) Special Reserve for C/O - FRRP (FD 4040) Special Reserve for C/O-CIP (FD 4042)	\$250,000.00
,	\$250,000.00



LAGUNA BEACH UNIFIED SCHOOL DISTRICT CERBT Strategy 3 Entity # SKBS-1700217302-001 QUARTER ENDED JUNE 30, 2019



Market Value Summary:	 QTD Current Period		Fiscal Year to Date	
Beginning Balance	\$ 3,222,772.85	\$	3,106,782.10	
Contribution	0.00		0.00	
Disbursement	0.00		0.00	
Transfer In	0.00		0.00	
Transfer Out	0.00		0.00	
Investment Earnings	106,901.48	224,863.50		
Administrative Expenses	(398.16)	(1,536.90)		
Investment Expenses	(291.09)		(1,123.62)	
Other	0.00		0.00	
Ending Balance	\$ 3,328,985.08	\$	3,328,985.08	
FY End Contrib per GASB 74 Para 22	0.00		0.00	
FY End Disbursement Accrual	0.00		0.00	
Grand Total	\$ 3,328,985.08	\$	3,328,985.08	

Transaction Details:	Contributions	Quarter Ending Balance
	001111111111111111111111111111111111111	
December 8, 2015	2,000,000,00	
December 31, 2015		1,992,366.86
January 13, 2016	193,539.00	
March 31, 2016		2,269,242.75
June 30, 2016		2,336,219.11
September 30, 2016		2,385,154.37
December 31, 2016		2,325,276.97
January 31, 2017	264,284.00	•
March 31, 2017		2,654,488.79
June 30, 2017		2,704,831.27
September 30, 2017		2,767,482,39
December 31, 2017		2,846,884.46
March 31, 2018		2,804,023,31
May 7, 2018	275,712.00	2,846,884.46
June 30, 2018	210,112.00	3,106,782.10
September 30, 2018		3,124,798.90
December 31, 2018		3,001,768.58
March 31, 2019		3,222,772.85
June 30, 2019		THE PROPERTY OF THE PARTY OF TH
Julie 30, 2015	2 722 525 00	3,328,985.08
	2,733,535.00	

FUND DESCRIPTIONS

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

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

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

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

GL 220 Balance Sheet

Subfund: 0101 GENERAL FUND

YTD For Month Ending: 08/31/2019

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	5,170,744.53	
REVOLVING CASH ACCOUNT	9130	50,000.00	
ACCOUNTS RECEIVABLE MANUAL	9205	-252.63	
ACCOUNTS RECEIVABLE-AUTOMATIC	9219	17,176.00	
DUE FROM GRANTOR GOVERNMENTS	9290	1,792,190.74	
MID MONTH PAYROLL	9360	106,288.54	
Total Assets:			7,136,147.1
LIABILITIES			
ACCOUNTS PAYABLE MANUAL	9510	17,952.00	
ACCTS PAY AUTOMATIC	9519	233,021.89	
CA USE TAX LIABILITY	9552	198.82	, , , , , , , , , , , , , , , , , , ,
Total Liabilities:		251,172.71	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	10,352,952.93	
Total Beginning Fund Balance:		10,352,952.93	
Excess Revenue Over Expenditures:		-3,467,978.46	
Total Fund Balance:		6,884,974.47	
Total Liabilities & Fund Balance:			7,136,147.1
Difference (Error):			0.00

Date:9/9/2019 Version: 051007 Monthly Financial Report Time: 1:56:17AP129

7 of 22

Report: GL220

GL275 Income Statement

Subfund: 0101 GENERAL FUND

YTD For Month Ending: 08/31/2019

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	164,461.20	
Property Tax	(8020-8079)	669,583.32	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	222,769.00	
Other Local Revenue	(8600-8799)	670,725.35	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			1,727,538.87
XPENDITURES			
Certificated Salaries	(1000-1999)	843,639.21	
Classified Salaries	(2000-2999)	469,565.63	
Employee Benefits	(3000-3999)	1,284,607.24	
Supplies and Services	(4000-5999)	1,777,325.08	
Capital Outlays	(6000-6999)	525,189.05	
Other Outgo	(7000-7399)	45,191.12	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	250,000.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			5,195,517.33
otal Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EX	PENDITURES		-3,467,978.46
BEGINNING FUND BALANCE	(9791)	10,352,952.93	
BEGINNING ADJUSTED BAL	ANCE (9793)	0.00	
BEGINNING RESTATED BAL	ANCE (9795)	0.00	
TOTAL BEGINNING FUND BA	ALANCE		10,352,952.93
	UND BALANCE	-	6,884,974.47

Report: GL275 Version: 112906

Monthly Financial Report 8 of 22 Date: 9/9/2019 Time: 2:17:56AIP130

GL 220 Balance Sheet

Subfund: 1111 ADULT EDUCATION

YTD For Month Ending: 08/31/2019

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	32,407.34	
Total Assets:			32,407.34
LIABILITIES			
ACCTS PAY AUTOMATIC	9519	1.39	
CA USE TAX LIABILITY	9552	-1.39	
Total Liabilities:		0.00	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	67,200.25	
Total Beginning Fund Balance:		67,200.25	
Excess Revenue Over Expenditures:		-34,792.91	
Total Fund Balance:		32,407.34	
Total Liabilities & Fund Balance:			32,407.34
Difference (Error):			0.00

Monthly Financial Report Date: 9/9/2019

9 of 22

Report: GL220

Version: 051007

Time: 1:56:17AIP131

GL275 Income Statement

Subfund: 1111 ADULT EDUCATION

YTD For Month Ending: 08/31/2019

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	208.48	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			208.48
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	35,001.39	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			35,001.39
otal Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EX	(PENDITURES		-34,792.91
BEGINNING FUND BALANCE	(9791)	67,200.25	
BEGINNING ADJUSTED BAL	ANCE (9793)	0.00	
BEGINNING RESTATED BAL	ANCE (9795)	0.00	
TOTAL BEGINNING FUND BA	LANCE		67,200.25
ENDING F	UND BALANCE		32,407.34

Report: GL275

Version: 112906

Date: 9/9/2019

GL 220 Balance Sheet

Subfund: 1313 CAFETERIA

YTD For Month Ending: 08/31/2019

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	238,741.69	
REVOLVING CASH ACCOUNT	9130	1,295.00	
DUE FROM GRANTOR GOVERNMENTS	9290	10,495.78	
STORES-CAFETERIA FUND ONLY	9321	9,009.72	
Total Assets:			259,542.19
LIABILITIES			
ACCTS PAY AUTOMATIC	9519	14,314.11	
CA USE TAX LIABILITY	9552	-1.02	
Total Liabilities:		14,313.09	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	30,640.79	
Total Beginning Fund Balance:		30,640.79	
Excess Revenue Over Expenditures:		214,588.31	
Total Fund Balance:		245,229.10	
Total Liabilities & Fund Balance:			259,542.19
Difference (Error):			0.00

Monthly Financial Report Date: 9/9/2019

11 of 22

Report: GL220

Version: 051007

Time: 1:56:17AIP133

GL275 Income Statement

Subfund: 1313 CAFETERIA

YTD For Month Ending: 08/31/2019

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	1,061.70	
Interfund Transfers In	(8910-8929)	250,000.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			251,061.70
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	12,988.23	
Employee Benefits	(3000-3999)	3,551.47	
Supplies and Services	(4000-5999)	19,933.69	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			36,473.39
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EX	PENDITURES	**************************************	214,588.31
BEGINNING FUND BALANCE	(9791)	30,640.79	
BEGINNING ADJUSTED BAL	ANCE (9793)	0.00	
BEGINNING RESTATED BAL	ANCE (9795)	0.00	
TOTAL BEGINNING FUND BA	LANCE		30,640.79
ENDING F	UND BALANCE		245,229.10

Report: GL275

Version: 112906

Date: 9/9/2019 Time: 2:17:56AR134

GL 220 Balance Sheet

Subfund: 1717 SPECIAL RESERVE OTHER THAN C/O

YTD For Month Ending: 08/31/2019

	Object	Amount	Totals
ASSETS			я
CASH IN COUNTY TREASURY (AUTO)	9110	17,418,839.93	
Total Assets:			17,418,839.93
FUND BALANCE			
BEGINNING FUND BALANCE	9791	17,385,439.15	
Total Beginning Fund Balance:		17,385,439.15	
Excess Revenue Over Expenditures:		33,400.78	
Total Fund Balance:		17,418,839.93	
Total Liabilities & Fund Balance:			17,418,839.93
Difference (Error):			0.00

Monthly Financial Report 13 of 22

Report: GL220

Version: 051007

Date: 9/9/2019

Time: 1:56:17AP135

GL275 Income Statement

Subfund: 1717 SPECIAL RESERVE OTHER THAN C/O

YTD For Month Ending: 08/31/2019

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	33,400.78	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			33,400.78
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	0.00	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			0.00
otal Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EX	PENDITURES		33,400.78
BEGINNING FUND BALANCE	(9791)	17,385,439.15	
BEGINNING ADJUSTED BALA	ANCE (9793)	0.00	
BEGINNING RESTATED BALL	ANCE (9795)	0.00	
TOTAL BEGINNING FUND BA	LANCE		17,385,439.15
ENDING F	UND BALANCE		17,418,839.93

Report: GL275

Version: 112906

Date: 9/9/2019 Monthly Financial Report 14 of 22

Time: 2:17:56AP136

GL 220 Balance Sheet

Subfund: 2525 CAPITAL FACILITIES

YTD For Month Ending: 08/31/2019

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	151,438.12	
Total Assets: LIABILITIES			151,438.12
Total Liabilities: FUND BALANCE		0.00	
BEGINNING FUND BALANCE	9791	143,811.59	
Total Beginning Fund Balance: Excess Revenue Over Expenditures:		143,811.59 7,626.53	
Total Fund Balance:		151,438.12	
Total Liabilities & Fund Balance:			151,438.12
Difference (Error):			0.00

Version: 051007 Monthly Financial Report D

Report: GL220

Date:9/9/2019 Time: 1:56:17APJ 37

GL275 Income Statement

Subfund: 2525 CAPITAL FACILITIES

YTD For Month Ending: 08/31/2019

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	9,834.57	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			9,834.57
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	2,208.04	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			2,208.04
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EX	PENDITURES		7,626.53
BEGINNING FUND BALANCE	(9791)	143,811.59	
BEGINNING ADJUSTED BAL	ANCE (9793)	0.00	
BEGINNING RESTATED BALL	ANCE (9795)	0.00	
TOTAL BEGINNING FUND BA	LANCE	A Table 1	143,811.59
ENDING E	UND BALANCE	-	151,438.12

Report: GL275

Version: 112906

Date:9/9/2019 Time: 2:17:56AP138

GL 220 Balance Sheet

Subfund: 4040 SPECIAL RESERVE FAC REPAIR/RPL

YTD For Month Ending: 08/31/2019

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	818,004.96	
Total Assets: LIABILITIES			818,004.96
Total Liabilities: FUND BALANCE		0.00	
BEGINNING FUND BALANCE	9791	1,074,239.58	
Total Beginning Fund Balance: Excess Revenue Over Expenditures:		1,074,239.58 -256,234.62	
Total Fund Balance:		818,004.96	
Total Liabilities & Fund Balance:			818,004.96
Difference (Error):			0.00

Version: 051007 Monthly Financial Report Date: 9/9/2019
17 of 22 Time: 1:56:17AM-139

Report: GL220

GL275 Income Statement

Subfund: 4040 SPECIAL RESERVE FAC REPAIR/RPL

YTD For Month Ending: 08/31/2019

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	2,423.86	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			2,423.86
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	0.00	
Capital Outlays	(6000-6999)	258,658.48	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			258,658.48
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EX	XPENDITURES		-256,234.62
BEGINNING FUND BALANCE	E (9791)	1,074,239.58	
BEGINNING ADJUSTED BALANCE (9793) BEGINNING RESTATED BALANCE (9795) TOTAL BEGINNING FUND BALANCE		0.00	
		0.00	
			1,074,239.58
ENDING	FUND BALANCE		818,004.96

Report: GL275

Version: 112906

Date: 9/9/2019 Time: 2:17:56AM 40

GL 220 Balance Sheet

Subfund: 4041 SPECIAL RESERVE ALISO PROPERTY

YTD For Month Ending: 08/31/2019

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	5,280,697.99	
Total Assets:			5,280,697.99
FUND BALANCE			
BEGINNING FUND BALANCE	9791	5,270,572.20	
Total Beginning Fund Balance:		5,270,572.20	
Excess Revenue Over Expenditures:		10,125.79	
Total Fund Balance:		5,280,697.99	
Total Liabilities & Fund Balance:			5,280,697.99
Difference (Error):			0.00

19 of 22

Report: GL220

Version: 051007

Monthly Financial Report Date: 9/9/2019

Time: 1:56:17AIP141

GL275 Income Statement

Subfund: 4041 SPECIAL RESERVE ALISO PROPERTY

YTD For Month Ending: 08/31/2019

		Object Codes	Amount	Totals
	REVENUE			
-	Revenue Limit			
	State Aid	(8000-8019)	0.00	
	Property Tax	(8020-8079)	0.00	
	Other	(8080-8099)	0.00	
	Federal Revenue	(8100-8299)	0.00	
	Other State Revenue	(8300-8599)	0.00	
	Other Local Revenue	(8600-8799)	10,125. 79	
	Interfund Transfers In	(8910-8929)	0.00	
	All Other Financing Sources	(8931-8979)	0.00	
	Contributions	(8980-8999)	0.00	
	Total Revenue			10,125.79
120	EXPENDITURES			
	Certificated Salaries	(1000-1999)	0.00	
	Classified Salaries	(2000-2999)	0.00	
	Employee Benefits	(3000-3999)	0.00	
	Supplies and Services	(4000-5999)	0.00	
	Capital Outlays	(6000-6999)	0.00	
	Other Outgo	(7000-7399)	0.00	
	Other Debt Service	(7400-7599)	0.00	
	Interfund Transfers Out	(7600-7629)	0.00	
	All Other Financing Uses	(7630-7999)	0.00	
	Total Expenditures			0.00
1	Total Non-Operating Accounts	(9900-9999)		0.00
	EXCESS REVENUE OVER EX	PENDITURES		10,125.79
	BEGINNING FUND BALANCE	(9791)	5,270,572.20	
	BEGINNING ADJUSTED BALANCE (9793)		0.00	
	BEGINNING RESTATED BALANCE (9795)		0.00	
	TOTAL BEGINNING FUND BA	LANCE		5,270,572.20
	ENDING F	UND BALANCE		5,280,697.99
				THE STATE OF THE S

Report: GL275

Version: 112906

Date:9/9/2019 Time: 2:17:56API 42

GL 220 Balance Sheet

Subfund: 4042 SPECIAL RESERVE CAP IMP PLAN

YTD For Month Ending: 08/31/2019

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	2,184,246.75	
Total Assets:			2,184,246.75
FUND BALANCE			
BEGINNING FUND BALANCE	9791	2,201,127.09	
Total Beginning Fund Balance:		2,201,127.09	
Excess Revenue Over Expenditures:		-16,880.34	
Total Fund Balance:		2,184,246.75	
Total Liabilities & Fund Balance:			2,184,246.75
Difference (Error):			0.00

Date:9/9/2019 Monthly Financial Report 21 of 22

Time: 1:56:17AP143

LAGUNA BEACH USD

GL275 Income Statement

Subfund: 4042 SPECIAL RESERVE CAP IMP PLAN

YTD For Month Ending: 08/31/2019

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	4,253.31	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			4,253.31
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	0.00	
Capital Outlays	(6000-6999)	21,133.65	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	*
Total Expenditures			21,133.65
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EX	PENDITURES		-16,880.34
BEGINNING FUND BALANCE	(9791)	2,201,127.09	
BEGINNING ADJUSTED BAL	ANCE (9793)	0.00	
BEGINNING RESTATED BAL	ANCE (9795)	0.00	
TOTAL BEGINNING FUND BA	LANCE		2,201,127.09
ENDING F	UND BALANCE	**************************************	2,184,246.75

Report: GL275

Version: 112906

Date: 9/9/2019

Monthly Financial Report Time: 2:17:56AP144 22 of 22

16. INFORMATION

September 24, 2019

Request from Ocean View School Board President, John Briscoe, for Singing of a Patriotic Song at LBUSD Board Meetings

Background

Mr. John Briscoe, Board President for Ocean View School District, has requested the LBUSD Board of Education adopt the following resolution to incorporate singing of a patriotic song at each LBUSD Board meeting.

Budget Impact

There is no budget impact for this report.

Recommended Action

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

LAGUNA BEACH UNIFIED SCHOOL DISTRICT of ORANGE COUNTY Laguna Beach, California 92651

RESOLUTION NO. X X X X X

PATRIOTIC SONG at EVERY BOARD MEETING Agenda Item Request for Meeting

WHEREAS, Laguna Beach Unfired School District of Orange County conducts regular meetings with the agenda scheduled at the beginning of each calendar year during the first organizational meeting, and

WHEREAS, Laguna Beach Unfired School District of Orange County operates under State and Federal Law that includes singing and songs such as the official National Anthem *The Star Spangled Banner* in addition to many other unofficial patriotic songs, and

WHEREAS, Laguna Beach Unfired School District of Orange County serves the communities of Laguna Beach where local community service organizations regularly and gladly make the singing of a patriotic song a regular part of their organizational life (an example would be Rotary International), and

WHEREAS, Laguna Beach Unfired School District of Orange County must comply with California State Law by providing at least one patriotic activity each day at each school site for each student which could, should and often does singing, and

WHEREAS, Laguna Beach Unfired School District of Orange County regularly requires the students at school sites to learn and perform patriotic songs throughout the school year as a part of 'citizenship' grade evaluation of student performance, and

WHEREAS, Laguna Beach Unfired School District of Orange County Governing Board of Trustees should lead by example and participate in patriotic songs just as Staff and students are expected to participate at each school site,

NOW, THEREFORE, BE IT RESOLVED that the Laguna Beach Unfired School District of Orange County, hereby affirms the importance of patriotism in our schools and in our Board meetings as evidenced by the addition of a patriotic song as a part of the agenda of every regular board meeting in 2019 and 2020.

PASSED AND ADOPTED THIS Laguna Beach Unfired School Dis	A	, 2019, by the Board of Trustees of California.
AYES:		
NOES:		
ARSENT.		

STATE OF CALIFORNIA COUNTY OF ORANGE

District of Orange C	t, Secretary of the Board of Trustees of the I County, Placentia, California, hereby certify and regularly adopted by said Board of Trustee	that the above and foregoing
and passed by a	vote of said Board of Trustees.	
	Superintendent	retary to the Board of Trustees
		ATTESTED TO
		President, Board of Trustees

17. ACTION

September 24, 2019

Approval:

Memorandum of Understanding (MOU) Between College and Career Advantage (CCA) and Laguna Beach Unified School District to Employ District and CCA Teachers to Offer Career Technical Education (CTE) Elective Courses at Laguna Beach High School During the 2019-2020 School Year

LCAP Goal #2:

All students will gain the knowledge and skills to be college and career ready through a wide variety of academic and enrichment opportunities.

Proposal

Staff proposes that the Board of Education approve a Memorandum of Understanding (MOU) between College and Career Advantage (CCA) and Laguna Beach Unified School District (LBUSD) to offer the following CTE elective courses at Laguna Beach High School during the 2019-2020 school year:

- Dance III/IV and Dance Company
- Multimedia Production, Multimedia Design, Multimedia 3D Design

In addition, CCA will offer the following Career Technical Education (CTE) elective courses on the Laguna Beach High School Campus:

- Medical Core Honors
- Emergency Medical Responder
- Programming and Coding
- Medical/Hospital Careers

Background

Laguna Beach Unified School District has a long-term relationship with College and Career Advantage (formerly South Coast ROP) for the coordination of Career Technical Education (CTE) courses that are available to LBUSD students. This relationship offers LBUSD the ability to provide a wide variety of CTE courses through CCA that are available to students at various locations within the Laguna Beach and Capistrano Unified School Districts.

In addition, LBUSD offers CTE courses on campus that are taught by LBUSD teachers who are CTE credentialed. LBUSD is responsible for the compensation of said teachers, and CCA reimburses LBUSD for the funding of said teachers through a payment to LBUSD at the end of each school year.

Budget Impact

LBUSD will invoice CCA for approximately \$140,000 and will pay CCA roughly \$176,000.

Recommended Action

Staff recommends the Board of Education approve the MOU between College and Career Advantage (CCA) and Laguna Beach Unified School District (LBUSD) to offer the above-described elective courses at Laguna Beach High School during the 2019-2020 school year.

Memorandum of Understanding Between College and Career Advantage and

Laguna Beach Unified School District 2019-2020 School Year

College and Career Advantage (CCA) will employ two Laguna Beach Unified School District (LBUSD) teachers for the 2019-2020 school year to offer the following high school elective classes:

- Dance III/IV and Dance Company
- Multimedia Production, Multimedia Design, Multimedia 3D Design

CCA will employ Scott Wittkop, a LBUSD teacher, on a 60% contract basis for the 2019-2020 school year to provide Multimedia Production, Multimedia Design and Multimedia 3D Design classes. CCA agrees to pay LBUSD for the salary cost of Mr. Wittkop's 60% contract and statutory payroll benefits costs. CCA will employ Estee Fratzke, a LBUSD teacher, on a 40% contract basis for the 2019-2020 school year to provide Dance III/IV and Dance Company classes. CCA agrees to pay LBUSD for the salary cost of Mrs. Fratzke's 40% contract and statutory payroll benefits costs. CCA payment will not include health and welfare costs. LBUSD will invoice CCA for the estimated amount of \$140,000.00 for this expense at the end of the 2019-2020 school year.

In addition, CCA will offer the following CTE elective courses on the Laguna Beach High School campus during the 2019-2020 school year:

- Medical Core Honors
- Medical/Hospital Careers
- Introduction to Emergency Medicine (EMR)
- Programming and Coding

LBUSD Board Approval Date:	
CCA Board Approval Date:	
Pati Romo, Executive Director College and Career Advantage	Jason Viloria, Ed.D., Superintendent Laguna Beach Unified School District

18. ACTION September 24, 2019

Approval: Resolution No. 19-07: Ensure Availability of Textbooks and Instructional Materials for 2019-2020 Per Education Code Section 60119

LCAP Priority Alignment

Goal 4: Safe, attractive, clean, well-equipped learning environments for all students that promote critical thinking, collaboration, creativity, and communication.

Proposal

Staff proposes the Board of Education approve Resolution No. 19-07: Ensure Availability of Textbooks and Instructional Materials for 2019-2020 per Education Code Section 60119.

Background

Per Education Code Section 60119, districts must adopt a resolution attesting to the sufficiency of textbooks and instructional materials within the first eight (8) weeks of the school year. The School Board will make a determination, through a resolution, on the status of the sufficiency or insufficiency of textbooks and instructional materials in the District and that they are consistent with the content and cycles of the curriculum framework adopted by the State.

The District has posted, as required by law, a Notice of Public Hearing ten days in advance of this agenda item and the Resolution satisfies the requirements for ensuring availability of textbooks and instructional materials.

Budget Impact

There is no budget impact for this item.

Recommended Action

Staff recommends that following a public hearing and public input, the Board of Education approve Resolution No. 19-07: Ensure Availability of Textbooks and Instructional Materials for 2019-2020 per Education Code Section 60119.

RESOLUTION NO. 19-07

OF THE LAGUNA BEACH UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

DETERMINING STEPS TO ENSURE AVAILABILITY OF

TEXTBOOKS AND INSTRUCTIONAL MATERIALS FOR 2019-20

WHEREAS, Education Code Section 60119 establishes steps and procedures to ensure the availability of textbooks and instructional materials in order to be eligible to receive funds for that purpose, and:

WHEREAS, the procedures require that school districts take appropriate action to ensure the availability of textbooks and instructional materials on a yearly basis, and;

WHEREAS, pursuant to Education Code Sections 60119, the Board is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders, and;

WHEREAS, the Board is required to provide 10 days' notice of the public hearing or hearings, and;

WHEREAS, the notice shall contain the time, place, and purpose of the hearing and be posted in three public places within the school district, and;

WHEREAS, the hearing shall be held at a time that will encourage the attendance of teachers and parents and guardians of pupils who attend the schools in the district and shall not take place during or immediately following school hours, and;

WHEREAS, the governing Board of a school district, as part of the required hearing, shall also make a written determination as to whether each pupil enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for those subjects, and;

WHEREAS, the governing Board shall also determine the availability of laboratory science equipment as applicable to science laboratory courses offered in grades 9 to 12, inclusive, and;

WHEREAS, a public hearing was held on September 24, 2019, at 6:00 o'clock p.m., which is on or before the eighth week of school and;

WHEREAS, the Board is required to make a determination, through a resolution, as to whether each pupil in each school in the district has, sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code 33126 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

- (i) Mathematics,
- (ii) Science,
- (iii) History-social science,
- (iv) English/language arts, including the English language development component of an adopted program,
- (v) Visual and performing arts. (Not listed in 60605 or 33126)

NOW, THEREFORE BE IT RESOLVED, that the governing Board makes the determination that each pupil of the district, has available sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and cycles of the curriculum framework adopted by the State Board and adopted by this Board in accordance with the procedures as established.

BE IT FURTHER RESOLVED, that for the 2019-20 school year, the Laguna Beach Unified School District, has provided each pupil with sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and consistent with the cycles and content of the curriculum framework adopted by the State Board for those subjects.

BE IT FURTHER RESOLVED, that for the 2019-20 school year, the School District has provided sufficient textbooks or instructional materials, or both, that are consistent with the content and cycles of the curriculum frameworks adopted by the state board, to each pupil enrolled in a foreign language or health course, and that sufficient laboratory science equipment applicable to science laboratory courses offered in grades 9 to 12, inclusive, is available to pupils.

AYES: Members:

NOES: Members:

ABSENT: Members:

STATE OF CALIFORNIA)

COUNTY OF ORANGE

I hereby certify that the foregoing Resolution was duly and regularly adopted by the Laguna Beach Unified School District Board of Education at a regular meeting of the said board held at 550 Blumont Street, Laguna Beach, California on the 24th day of September 2019.

)

ATTEST:	
Jan Vickers, President	Jason Viloria, Ed.D., Superintendent and Secretary

19. ACTION

September 24, 2019

Approval:

Resolution 19-08: Support for National Bullying Prevention Month

Proposal

October is National Bullying Prevention Month. Staff proposes the Board of Education review and adopt Resolution 19-08: Support of National Bullying Prevention Month.

Background

A safe school environment ensures the physical and emotional safety of students and staff and also creates the conditions necessary to foster academic achievement. A safe school is one where teaching and learning are foremost; disruptions are minimized; problems with drugs, violence, bullying, and fear are addressed by adults; students are not discriminated against; expectations for behavior are clearly communicated; and consequences for infractions are consistently and fairly applied.

Laguna Beach Unified School District is committed to bullying prevention, raising awareness, and addressing the issue through education and support. All school sites utilize school-wide safety and bullying prevention systems focused on educating staff and students about positive relationships, increase social problem-solving skills, and how to provide support for others. In addition, each school uses various strategies to teach healthy identity formation and instill the shared value of enhanced strength through diversity within the learning environment. School counselors, student support specialists, and administrators work in multiple ways to resolve students' interpersonal conflicts to restore healthy relationships and cultivate an upstander approach to bullying prevention.

Budget Impact

There is no fiscal impact.

Recommended Action

Staff recommends the Board of Education adopt Resolution 19-08: Support of National Bullying Prevention Month.

Resolution 19-08: Support of National Bullying Prevention Month

WHEREAS, Laguna Beach Unified School District supports the right of students and staff to attend schools that are safe and free from violence, bullying, cyberbullying, harassment, and discrimination; and

WHEREAS, providing a safe school environment that ensures both the physical and emotional safety of students and staff creates the conditions necessary to foster academic achievement; and

WHEREAS, bullying, cyberbullying, harassment, discrimination, and violence, and even the fear of harm can create barriers to learning and contribute to low self-esteem, depression, anger and, in extreme cases, school violence or suicide; and

WHEREAS, a safe school is one where teaching and learning are not distracted; disruptions are minimized; drugs, violence, bullying, cyberbullying, and fear are not present; students are not discriminated against; expectations for behavior are clearly communicated, and consequences for infractions are consistently and fairly applied; and

WHEREAS, school districts and county offices of education have a responsibility to ensure a safe school environment that is free of intimidation and harassment; and

WHEREAS, the most effective approach to creating safe school environments requires a comprehensive, coordinated effort including school-wide, district-wide and community-wide strategies where all institutions, organizations and individuals must accept responsibility for their critical roles and collaborate to establish a positive environment for teaching and learning; and

WHEREAS, the California School Boards Association supports local schools, districts and communities in developing, implementing and monitoring policies and programs to address the prevention, intervention and elimination of bullying, harassment and discrimination; and

WHEREAS, the month of October is National Bullying Prevention Month, a campaign in response to the need to raise awareness of bullying that provides schools and communities with an opportunity to educate students, parents and others about their role in bullying prevention;

NOW, THEREFORE, BE IT RESOLVED that Laguna Beach Unified School District supports the goals of National Bullying Prevention Month and will work with a broad spectrum of local community stakeholders, parents, students, teachers and staff to develop, implement and monitor policies and programs that foster and support a positive school climate free from harassment, bullying, discrimination and violence; and

BE IT FURTHER RESOLVED that Laguna Beach Unified School District urges the state of California to continue to invest in, promote and support comprehensive, coordinated and collaborative strategies to prevent bullying, cyberbullying, harassment, discrimination, and violence in our schools so that all students have the opportunity to attend school, engage in the classroom and achieve academic success.

Jan Vickers, President Board of Education

Jason Viloria, Ed.D. Superintendent of Schools

20. ACTION

September 24, 2019

Approval:

Resolution 19-09: Designation of Representative and Alternate for Western Orange County Workers' Compensation Joint Powers Authority

LCAP Priority Area

Goal 3 - Professional development focused on 21st-century teaching and learning.

Proposal

Staff proposes the Board of Education approve Resolution 19-09 - Designation of Representative and Alternate for Western Orange County Workers' Compensation Joint Powers Authority (JPA) to designate the Assistant Superintendent, Business Services as the representative to the JPA and designate the Director, Human Resources as the alternate representative.

Background

The District is a member of the Western Orange County Workers' Compensation Joint Powers Authority (JPA) for the administration of Workers' Compensation claims. As a member, the District's Board must designate a representative and alternate to serve on the Board of this JPA. Due to the restructuring of administrative positions approved by the Board on July 16, the updated designations require approval.

Budget Impact

There is no financial impact to the District.

Recommended Action

Staff recommends the Board of Education approve Resolution 19-09 - Designation of Representative and Alternate for Western Orange County Workers' Compensation Joint Powers Authority (JPA) to designate the Assistant Superintendent, Business Services as the representative to the JPA and designate the Director, Human Resources as the alternate representative.

RESOLUTION #19-09

DESIGNATION OF REPRESENTATIVE AND ALTERNATE FOR WESTERN ORANGE COUNTY WORKERS' COMPENSATION JOINT POWERS AUTHORITY

WHEREAS, the Laguna Beach Unified School District along with other school districts in Orange County has formed a Joint Powers Agency for the Western Orange County Workers' Compensation.

NOW, THEREFORE BE IT RESOLVED, that the Board of Education of the Laguna Beach Unified School District designates Jeffrey Dixon, Assistant Superintendent, Business Services, as its representative on the Governing Board of the Western Orange County Workers' Compensation Joint Powers Authority and Michael Conlon, Director, Human Resources, as the alternate.

Human Resources, as the alternate.	ers Authority and Michael Conlon, Director,
AYES:	
NOES:	
ABSENT:	
STATE OF CALIFORNIA)	
) ss. COUNTY OF ORANGE)	
School District of Orange County, Californi Resolution was duly and regularly adopted	of Education of the Laguna Beach Unified a, hereby certify that the above and foregoing by the said Board at a regular board meeting 2019 and passed by a roll call vote of said
IN WITNESS THEREOF, I have hereunto s	eet by hand this 24th day of September 2019.
	Carol Normandin Clerk of the Board of Education Laguna Beach Unified School District

21. ACTION

September 24, 2019

Approval:

Memorandum of Understanding with Capistrano Unified School District to Provide Orientation and Mobility Services to LBUSD

Students

LCAP Priority Alignment

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

Proposal

Staff proposes the Board of Education approve the memorandum of understanding between the Capistrano Unified School District and the Laguna Beach Unified School District to provide orientation and mobility services to District students.

Background

For several years, the District has utilized the services of the CUSD Orientation and Mobility Specialist to provide services to visually impaired students residing in LBUSD through an annual bill back memorandum of understanding (MOU). During the 2019-2020 school year, the services recommended per the students IEP's will total 5 days.

Budget Impact

Estimated excess cost for the 2019-2020 school year is \$4,056.00.

Recommended Action

Staff recommends the Board of Education approve the memorandum of understanding between the Capistrano Unified School District and the Laguna Beach Unified School District to provide orientation and mobility services to District students.

CAPISTRANO UNIFIED SCHOOL DISTRICT PERSONNEL REIMBURSEMENT AGREEMENT

This AGREEMENT is entered into on this 22nd day of August 2019, by and between the Capistrano Unified School District, 33122 Valle Rd, San Juan Capistrano, California 92675, hereinafter referred to as CUSD and the Laguna Beach Unified School District hereinafter referred to as LBUSD. CUSD and LBUSD shall be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, LBUSD is in need of the professional services of an employee of CUSD to provide Orientation and Mobility services; and

WHEREAS, CUSD is agreeable to assigning Joseph Brookman, hereinafter referred to as EMPLOYEE, to provide his professional services to LBUSD in the above assignment.

NOW, THEREFORE, BE IT RESOLVED the Parties to this AGREEMENT do mutually agree as follows:

- CUSD agrees during the term of this AGREEMENT to assign EMPLOYEE to serve as
 an Orientation and Mobility Specialist for the LBUSD visually impaired students.
 EMPLOYEE will provide services under this AGREEMENT for a total of 5 days.
- The term of this AGREEMENT shall commence August 26, 2019, and end on June 30, 2020, subject to termination as set forth in this AGREEMENT.
- 3. LBUSD agrees to pay CUSD in consideration of services performed by CUSD's EMPLOYEE as specified in Section 1 of this AGREEMENT at the total actual employee costs at the total per diem amount of \$779.75, plus indirect costs at 4.11 percent.
 - A. LBUSD agrees to reimburse CUSD for all actual mileage driven on behalf of LBUSD students on a monthly basis
 - B. LBUSD agrees to pay CUSD within 30 days after the last day upon which services are rendered by each EMPLOYEE upon submission of an itemized invoice. Payment shall be mail to: CUSD, Attn: Accounting Manager, 33122 Valle Rd, San Juan Capistrano, California 92675, or at such other place as CUSD may designate in writing. This AGREEMENT shall be amended to provide complete reimbursement to CUSD for any increases in salary or benefits provided to each EMPLOYEE for fiscal year 2019-2020.
- 4. CUSD shall require EMPLOYEE to report to both CUSD and LBUSD when the EMPLOYEE will not be able to provide services to LBUSD as scheduled. LBUSD will pay for EMPLOYEE absences for services on LBUSD scheduled days.
- 5. LBUSD will notify CUSD Assistant Superintendent of SELPA/Special Education Services with the number of hours needed by LBUSD for Extended School Year 2020, no later than May 15, 2020. These hours will be billed to LBUSD at EMPLOYEE's hourly rate, with mileage reimbursement.

- LBUSD will order and pay for any specialized equipment or materials related to orientation and mobility as required in an Individualized Education Program for LBUSD students.
- 7. CUSD hereby agrees to hold harmless, indemnify, and defend LBUSD, its Board of Trustees, officers, agents, and employees for liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of CUSD during the period of this Agreement. LBUSD agrees to hold harmless, indemnify, and defend CUSD, the CUSD Board of Trustees, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of LBUSD during the period of this Agreement.
- CUSD and LBUSD agrees that they will not engage in unlawful discrimination of
 persons because of race, color, religious creed, national origin, ancestry, physical
 handicap, medical condition, marital status, or sex of such persons.
- 9. This AGREEMENT may be terminated by either party with the giving of 30 days prior written notice to the other party.
- 10. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the third day after deposit in the 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:

550 Blumont Street Laguna Beach CA 92651 Attn: Irene White

CUSD: Capistrano Unified School District

33122 Valle Rd

San Juan Capistrano CA 92675

Attn: Donald Mahoney

 CUSD and LBUSD agree that this AGREEMENT shall be construed and enforced in accordance with the laws of the State of California, with venue in Orange County, California.

- 12. If any term, covenant, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated in any way.
- 13. This AGREEMENT and any exhibits attached hereto constitute the entire agreement between CUSD and LBUSD regarding the personnel services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

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

CAPISTRANO UNIFIED SCHOOL	LAGUNA BEACH UNIFIED SCHOOL DISTRICT
BY:Authorized Signature	BY:Authorized Signature
PRINT NAME: Gregory Merwin	PRINT NAME: Jason Viloria
TITLE: Associate Superintendent	TITLE: Superintendent
DATE: August 22, 2019	DATE:

22. ACTION

September 24, 2019

Approval:

Learning Ally Inc. Three Year License Agreement to Provide Library of Audiobooks for Students with Reading Impairments in the amount of \$21,514.50

LCAP Priority Alignment

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

Proposal

Staff proposes the Board of Education approve a three year subscription service contract for Learning Ally in the amount of \$21,514.50 to be paid in three annual installments of \$7,171.50.

Background

Learning Ally is a leading provider for human-read audiobooks, which have become an essential supplemental support tool for students with reading impairments. Learning Ally has a library of more than 80,000 titles of human-read audiobooks including a vast array of District-adopted textbooks.

In the 2018-2019 school year, the District was able to access Learning Ally using individual licenses with select students with reading disabilities as an additional and essential accommodation within the student's individualized education program (IEP) or Section 504 plan. Additionally, El Morro utilized Learning Ally with up to 50 qualified students to provide supplemental audiobook support to enable access to more rigorous reading content. Learning Ally's subscription service recently changed and they no longer offer single-user licenses and instead only offer site-wide licensing.

In order to ensure continued access to this essential supplemental accommodation for students with identified and suspected reading impairments, staff proposes a purchase of site-wide licenses for all four District schools. Learning Ally has provided immediate access to their library of audiobooks for all four school sites from 9/1/2019 through 12/31/19 at no cost to the District. The three year agreement extends from 1/1/2020 through 6/30/2023, paid in three installments of \$7,171.50.

Budget Impact

The budget impact for the three year license is \$21,514.50 to the General Fund.

Keller/Winston/Viloria

Recommended Action

Staff recommends the Board of Education approve a three year subscription service contract for Learning Ally in the amount of \$21,514.50 to be paid in three annual installments of \$7,171.50.

Formerly Recording for the Blind & Dyslexic*

Learning Ally.))((

Making reading accessible for all-

Learning Ally, Inc. 20 Roszeł Road, Princeton, NJ 08540 Phone: 609-243-7616 | Fax: 609-751-5263 www.learningally.org

Bill To

Accounts Payable Laguna Beach Unified School District 550 Blumont St Laguna Beach CA 92651

Ship To

Special Education Laguna Beach Unified School District 550 Blumont St Laguna Beach CA 92651

At	ter	nti	0	n

Irene White	Email: iwhite@lbusd.org	Phone: 949-521-2180	Fax: 949-497-3	199
Quantity	Item	Options	Rate	Amount
2	3.6-year Medium Building License with Access for Eligible Students. The contract would start on 01/01/20 and ends on 06/30/23. Learning Ally with free of charge, months 09/01/19-12/31/19. This includes the following schools: 1.) Top of the World Elementary School 2.) El Morro Elementary School	vill gift,	\$5,596.50	\$11,193.00
2	3.6-year Large Building License with Access for Students. The contract would start on 01/01/20 ends on 06/30/23. Learning Ally will gift, free of charge, months 09/01/19-12/31/19. This pricing includes the following schools: 1.) Laguna Beach High School 2.) Thurston Middle School	and	\$8,746.50	\$17,493.00
			Subtotal	\$28,686.00
	District-wide multi-year discount			(\$7,171.50)
			Subtotal	\$21,514 .50
	Laguna Beach agrees and commits to paying Le Ally \$21,514.50 for a 3.6-year license of Learning Audio Book Solution. Payments shall be made in accordance with the following schedule:	a Ally's		
	\$7,171.50 paid within 30-days from the date of t contract signing \$7,171.50 paid on or before July 1st, 2020 \$7,171.50 paid on or before July 1st, 2021	the		
	By signing this Learning Ally Estimate, Laguna B understands and agrees that this commitment i legally binding for the payments listed above.	seach s		
	Signature:			
	Name:	<u></u>		
	Title:	_		
	Date:			

Formerly Recording for the Blind & Dyslexic

Learning Ally.))((
Making reading accessible for all.

Learning Ally, Inc. 20 Roszel Road, Princeton, NJ 08540 Phone: 609-243-7616 | Fax: 609-751-5263 www.learningally.org

D	ate	P	roposal#
9/	18/2019	23	929
	Sales Re	р	
	Zay, April		
	9/	9/18/2019 Sales Re Zay, April	9/18/2019 23 Sales Rep

Total

Proposal

\$21,514.50

The Learning Ally Solution includes:

- 24/7 unlimited access to the Learning Ally online library of 80,000+ human-read audiobooks, including titles with highlighted text, available on iOS (iPad, iPod Touch, iPhone), Android (version 5.0 and higher), MAC, PC and Chromebook
- Educator Portal for progress monitoring and reporting of student reading data
- Customized resources based on individual needs analysis for every enrolled educator
- . Goal setting program and resources to get reluctant readers reading
- An online implementation Success Plan, tools, resources and workshops to ensure a successful launch
- Ongoing communications and support from an Educator Success team member to help every enrolled educator through each stage of the solution
- . Games and Contests with prizes to reward students' reading progress
- Customer support M-F from 8:30 AM 6:00 PM EST/EDT or email: CustomerCare@LearningAlly.org

n	ment	 	

[]	Credit Card Number: Name on Credit Card:			Exp:		(MM/YY)
	Cardholder Signature:					
[]	Purchase Order:	PO #			(Please attach PC))
[]	Check (payable to Learn	ning Ally)				
Please	provide the contact info	rmation for the pers	son responsible for implementing/o	verseeing	the program:	
Nam	e:		Title:			2/20
Emai	t:		Phone:			
	Payment Options: C	all 609-243-7616 to	pay via credit card. To pay with a pu	rchase ord	ler, send via email	to

Custserv@learningally.org, fax to 609-751-5263 or mail to 20 Roszel Road, Princeton, NJ 08540.

Checks can be mailed to 20 Roszel Road, Princeton, NJ 08540.

23. CONSENT/ACTION

September 24, 2019

Approval:

Dr. Chad Mabery as Designee for the South Orange County Regional Consortium (SOCRC). Adult Education Consortium Program (AECP) Assembly Bill 86 (AB 86)

LCAP Priority Area:

Goal 2: All students will gain the knowledge and skills to be college and career ready through a wide variety of academic and enrichment opportunities.

Proposal

Staff Proposes that Dr. Chad Mabery be assigned to serve as the designee and voting member of the Executive Committee for the SOCRC on behalf of Laguna Beach Unified School District (LBUSD), in accordance with Assembly Bill 86 (AB 86).

Background

AB 86 outlines expectations for consortium development as well as planning and implementation requirements to establish adult education programs. The intent of AB 86 is to expand and improve the provision of adult education, via these consortia, with incremental investments starting with the 2015-16 fiscal year. The SOCRC is governed by State legislation. Members of the SOCRC include Capistrano Unified School District (CUSD), Coastline Regional Occupational Program (Coastline ROP), College and Career Advantage (CCA), Irvine Unified School District (IUSD), Irvine Valley College (IVC), Laguna Beach Unified School District (LBUSD), Orange County Department of Education (OCDE), Saddleback College (SC), Saddleback Valley Unified School District (SVUSD) and Tustin Unified School District (TUSD).

One of the requirements of the SOCRC is to designate a Board approved District Representative to the Consortium. This Representative will bring information back to the District and make recommendations for action, as needed.

Budget Impact

There is no budget impact as a result of this action item.

Recommended Action

Staff recommends that Dr. Chad Mabery be assigned to serve as an official designee and voting member of the Executive Committee for the South Orange County Regional Consortium on behalf of Laguna Beach Unified School District, in accordance with Assembly Bill 86.

24. ACTION

September 24, 2019

Approval:

Purchase of Audio/Visual Recording System to Live Stream Board Meetings with Live Closed Captions from Swagit Productions LLC at a Cost Not-to-Exceed \$96,000

LCAP Priority Area

Goal 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.

Proposal

Staff proposes the Board of Education approve the purchase of Swagit Productions LLC "Proposal for Hands-Free Broadcast Solutions with Live Closed Captions." This system will fully integrate with Board Docs, the online agenda provider the district has selected to move forward with.

Background

At the August 13, 2019 Board meeting, the Board reached consensus to move forward with live streaming to include closed captioning and updating our Audio/Video System in the Boardroom. This system also includes the ability to record the meeting locally. This will give us a back-up should the internet go down or the live stream doesn't record.

Budget Impact

System hardware (one-time costs) are \$76,184, which includes:

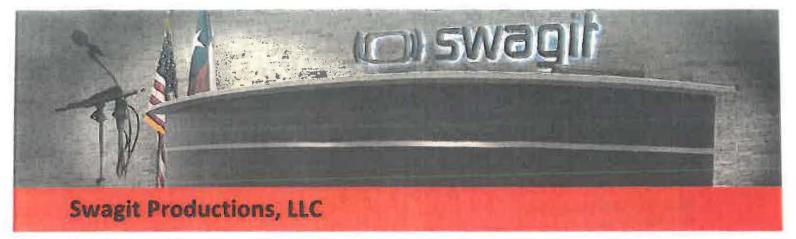
- \$44,565 3 Cameras, Cables, Video Switcher, Monitor, Battery Backup, Title, and Graphics Overlay
- \$2,750 Additional Camera, cables and installation
- \$2,300 Custom programming for the multi-view monitor and the camera switching
- \$429 Rolling Rack
- \$960 Custom build client hardware into a rack
- \$14,490 captioning encoding appliance with remote scheduler
- \$10,690 Encoder-Decoder required for real-time captioning implementation

There are two ongoing yearly costs, which are \$8,340 for the archived/streaming meetings and \$11,280 for real-time closed captions for up to 25 meetings per year.

Recommended Action

Staff recommends the Board of Education approve the agreement with Swagit Productions, LLC.

Ayrouth/Morrison/Viloria



12801 N. Central Expressway Suite 900 Dallas, TX 75243 214-432-5905 swagit.com

Laguna Beach Unified School District Proposal

For Hands-Free Streaming and
Hands-Free Broadcast Solutions with
Live Closed Captions
Laguna Beach, California

August 29, 2019



Swagit Productions, LLC 12801 N. Central Expressway, Suite 900 Dallas, TX 75243

August 29, 2019

Laguna Beach Unified School District ATTN: Mike Morrison 550 Blumont Street Laguna Beach, CA 92651

Swagit Productions, LLC would like to thank you for your time and the opportunity to earn the Laguna Beach Unified School District's business. In an overpriced, complicated and hands-on video industry, Swagit has created an affordable, simple and hands-free solution that offers the most current advancements in video streaming technology.

Swagit provides an easy solution for improved transparency to your constituents — without the additional workload. Initially specializing in turnaround streams for television stations and newspapers, Swagit has grown significantly to a diverse client list that includes cities, counties, states, school districts, newspapers, television stations, specialty districts, and health providers.

Swagit proposes to provide hardware and monthly services for your meeting video streaming and archiving needs, using our proprietary Extensible Automated Streaming Engine (EASE™) solution. EASE™ is a hands-free tool that eliminates the need for your staff members to index, edit, or time-stamp your video content. Each EASE™ package includes On-Demand Archiving, a 24/7 LIVE Stream via both internet and PEG, streaming to mobile devices, and up to 120 hours of additional specialty content each year.

The unique advantages of Swagit's sole-source EASE™ solution include:

- Completely hands-free recording, uploading, and archiving
- Hands-free indexing, time-stamping and crosslinking
- An open API, which allows for seamless integration with any agenda management software
- Agenda integration with video player
- Latest software upgrades, no upgrade fees

- High Definition (HD)
- 99.99% uptime
- No training needed
- Unlimited storage
- On-demand video search by metadata text and Sound Search™
- Captioning options for live and on-demand
- 24/7 support and customer service

Some of the distinctive advantages of Swagit's sole-source Avior™ HD solution are:

- Fully automated
- 3+ HD camera solution
- Hands-free broadcast system
- Video graphics/titles overlay
- Real-time captioning support
- Free software updates
- Free 24/7 support and customer service
- Integrates and works with existing A/V equipment
- Small footprint equipment is self-contained on its own rack

Sincerely,

Russell Towers Account Manager Swagit Productions, LLC 214-432-5905

rtowers@swagit.com www.Swagit.com



EXECUTIVE SUMMARY

Company History and Information

Swagit Productions, LLC, founded in 2003, is a privately held company headquartered in Dallas, Texas. Swagit is a progressive company that is pioneering the broadband multimedia communication service industry by providing clients a hands-free approach to always being connected to end-users' information needs. In combining Swagit's EASE™ and Avior™ HD solutions, clients are offered the most comprehensive hands-free experience possible.

Swagit specializes in providing streaming media solutions to cities, counties, states, school districts, and health providers. In addition, Swagit is a complete video production entity, providing services such as post-production, studio and recording booth sessions.

Swagit began with a mission to supply clients an affordable solution to stream their own content in an overpriced, complicated, hands-on video industry. From its beginnings as a company specializing in turnaround streams for cities, counties, states and school districts, Swagit has grown significantly and provides an open API which allows for integrations with all major Agenda/Document Management and Voting Solutions. This lets our clients choose the best Agenda/Voting Solution for their unique needs.



With Swagit's EASE™ streaming video solution, clients are able to stream their public content live and ondemand through the jurisdiction's website. HTML5 compatibility makes getting to the content even easier and more convenient as viewers are able to access all of the video content via their computers, smart phones or tablets. Archived meetings are indexed and broken up into clips by agenda item for a superior end-user experience.

Avior™ HD is Swagit's hands-free broadcast solution is a complete package of 3+ HD cameras, professional video switching equipment, and associated components that allows either Swagit's video department to remotely control the cameras or on-site camera control by government staff. When bundled with Swagit's hands-free EASE™ video streaming system, Avior™ HD can offer a full end-to-end hands-free broadcast solution that requires no client staff involvement for operation of cameras and streaming of an event or meeting.

The Swagit network stretches across North America, guaranteeing that you and your constituents are always connected. Swagit's network insures fast connect times from the closest point-of-presence (POP) to an end-user's location. In addition, Swagit's network is fully redundant, giving clients the peace of mind of redundancy and keeping with the Swagit motto of "Always Connected."

Points of Difference

- Swagit's EASE™ solution is completely hands-free and requires no staff time or resources
- Sound Search™ allows residents to search for the spoken word in a meeting which is synced to video
- Swagit's open API allows integrations with agenda management solutions
- Swagit is the only government streaming provider that has developed its own content delivery network, ensuring quick and reliable connections for your constituents
- Unlimited storage for Specialty Content and Meetings
- Swagit's unique hands-free solutions typically qualify as a sole-source purchase, allowing for quick deployments



OVERVIEW OF PROPOSED SOLUTION

Paperless Agenda and Voting

Swagit's **Agenda Management** offerings are web-based agenda software applications designed to simplify the agenda management process from start to finish. The simple, intuitive design makes creating agenda items fast and easy. Clerks and Agenda Managers are able to create, finalize and web publish their agendas within a single, affordable, easy-to-understand application. Council members, Board members and Commissioners can quickly and easily navigate the system to view agendas and supporting documentation — anywhere, anytime, with any device.

Swagit's EASE™ solution also integrates with all major non-Swagit Document/Agenda Management and Voting solutions.

EASE™ Hands-Free Streaming

Swagit's Extensible Automated Streaming Engine (EASE™) solution meets all current and future needs for government without creating additional work for staff. EASE™ is a hands-free tool that eliminates the need for client staff members to index, edit, or time-stamp their video content. Each EASE™ package includes ondemand archiving, a 24/7 live stream via internet and PEG, streaming to mobile devices, and up to 120 hours of additional generic specialty content each year. If live streaming is not applicable, clients can upload media via FTP.

Swagit's EASE™ streaming appliances offer broadcasters and other administrators the ability to stream live events to cable television providers (i.e. AT&T U-verse®), over the internet through a high-speed connection, or to mobile devices. In addition, EASE™ appliances can record and archive all media for on-demand viewing.

Avior™ HD Broadcast System

Swagit's Avior™ HD Broadcast System is a complete package of high-definition PTZ (Pan, Tilt, and Zoom) cameras, professional video-switching equipment, and associated components, that enables any client to fully outsource the operation and production of a multi-camera broadcast for public meetings. Avior™ also offers video graphics/titles overlay and Real Time Captioning support.



Captioning Services

CaptionLive is Human Assisted Real-time Transcription (HART); captions are created as an event takes place, utilizing a live transcriber. (A specific captioning appliance is required for this service.)

CaptionPM is human assisted post-meeting captioning for video on demand, completed and aligned with event video within 4 business days of broadcast.

Speech-to-Text Document is a basic text file created from spoken words in a meeting audio. It is not a word-for-word legal transcript, and does not include non-audio information such as speaker identification or graphic presentations.

With SwagitSync, your 3rd-party live captioning transcript is synchronized with event video for on-demand viewing; completed within 4 business days of broadcast.

Non-package captioning rates are calculated in full hours only; they are based on total length of meeting or event, which includes breaks, closed sessions, and other non-captioned events during that length of time. Specific captioning appliances are required for some services. Swagit meets FCC-mandated ADA requirements for closed captioning.

Note: Some features listed in this document may be system options or may require options not included in the provided pricing proposal.



EASE™ Streaming Appliance

Video Capture, Encoding, and Streaming

The Extensible Automated Streaming Engine (EASE™) is a software framework consisting of foundation and extension modules that work together to automate many otherwise manually intensive tasks. This completely hands-off solution meets the current and future needs of your entity without creating any additional work for your clerks or webmasters.

Video Capture and Encoding

EASE™ Streaming Appliance records content according to your broadcast schedule and transfers the recorded audio/video to the Swagit Content Network via a secure Virtual Private Network (VPN) connection, making it available for live and/or on-demand streaming.

Indexing and Cross Linking

Using your published meeting agendas as a guide, Swagit's Managed Service Division (SMSD) indexes the meetings without any work from the city. SMSD will annotate your content by adding jump-to points with specific item headings, giving users the greatest flexibility to find the specific content they need. With these jump-to points, users can step through video by searching for or clicking specific items.

Agenda Management Integration

If meeting packets or other related information is available online, SMSD will link them directly to the video player for easy access.

Swagit's EASE™ solution integrates with all major Document/Agenda Management solutions.

Archiving

Client audio/video can be stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN). Our packages offer unlimited storage.

Presentation

By navigating through the video library, users can view a list of meetings chronologically and once in a selected meeting you can unleash the power of the jump-to markers to search for specific points within individual audio/video clips.

Delivery

In order to deliver on-demand content to end users in a format that is compatible with their computer's operating system, Swagit can deliver content in all major streaming video formats: Flash, Windows Media, QuickTime, Real, and HTML5. Swagit is proud to support Flash as its default format, which has proven itself as the format of choice from such vendors as YouTube, Google Video, ABC and NBC/Universal. With HTML5 streaming, Swagit provides content to mobile devices including iPhones, iPads and Android devices.



Currently, Flash has a 99% ubiquity rate amongst all the platforms. Swagit can provide Windows Media format (70% ubiquity); however, using Windows Media format may exclude iOS & Android users.

Monitoring

Swagit is monitoring all aspects of the Swagit Content Network to ensure its health and availability. This monitoring extends to cover remote Swagit EASE™ streaming appliances that are deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

Statistics

Swagit collates log files from our streaming servers monthly and processes them with the industry recognized Google Analytics. Google Analytics generates reports ranging from high-level, executive overviews to in depth quality of service statistics. These reports help to highlight growth trends and identify popular content.



Support

Beyond our proactive monitoring and response, Swagit offers ongoing, 24/7 technical support for any issues our clients may encounter. While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble-free operation of our EASE™ streaming appliances, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed. Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.



RECOMMENDED HARDWARE



CaptionPrime Streaming Appliance plus Advanced Caption Encoder/Decoder Video Capture, Encoding, Streaming, and Captioning Support

Swagit's CaptionPrime Streaming Appliance plus Advanced Caption Encoder/Decoder offers the ability to provide both Live and On-Demand captioning.

CaptionPrime Streaming Appliance

- HD/SD Baseband or IP Encode/Transcode single-channel license
- Enables encoding/transcoding of a single HD/SD channel
- Web based Caption GUI
- Multi-encoder management
- Closed captioning support for video on demand
- Includes Swagit's EASE™ Remote Video Indexing Kit (with Scheduler).

Advanced Caption Encoder/Decoder

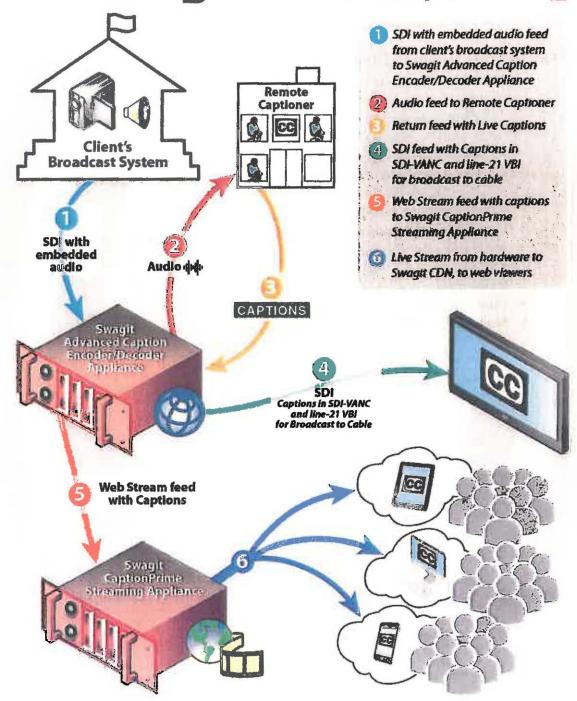
- Audio and captions over IP, eliminating the need for outdated telephone lines
- Ideal for security conscious environments, firewall friendly with no inbound port forwards needed
- Supports automated speech recognition service
- Capable of delivering over 90% accuracy
- Required for Live (Real Time) Captioning implementation

^{*} Price and hardware model are subject to change after 60 days without prior notice.



Captioning Signal Flow Diagram

(C) swagit is Live Captioning



© 2018 SWAGIT PRODUCTIONS, LLC. PROPRIETARY AND CONFIDENTIAL INTENDED FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE WITHOUT WRITTEN PERMISSION.



Avior™ Hands-Free Broadcast System

HD Video Capture, Encoding, Broadcast, and Streaming System

Built on years of industry experience and developed to address the growing transparency needs of government, Swagit's Avior™ HD Broadcast System is a complete package of HD PTZ (Pan, Tilt, and Zoom) cameras, professional video-switching equipment, and associated components, that enable any client to fully outsource the operation and production of a multi-camera broadcast for public meetings.

Avior™ HD cameras are installed by Swagit personnel in one or multiple positions within a meeting room. As a meeting is being recorded, Swagit's video department controls the Avior™ system from their Dallas, Texas headquarters — switching between cameras (for views of the podium, presentation slides, and dais), while also directing and controlling those cameras through selective panning, close-ups, and wide shots. The Avior™ HD



broadcast-quality robotic cameras are able to tilt and pan through wide angles of motion and can zoom through large ranges.

Avior™ enables detailed direct camera positioning (pan, tilt, zoom, focus, and more), preset-positions, and video settings (white balance, backlight, brightness) for the robotic cameras. Additionally, Avior™ communicates with the switcher to allow direct operation of the 'wipe' function from the camera control GUI. With this powerful package you or Swagit can control all your cameras individually and switch video sources on a video switcher locally or remotely. Avior™ is an invaluable integration of camera-control with switcher operations for use with live production setups like city chambers, churches, meeting rooms, and more.

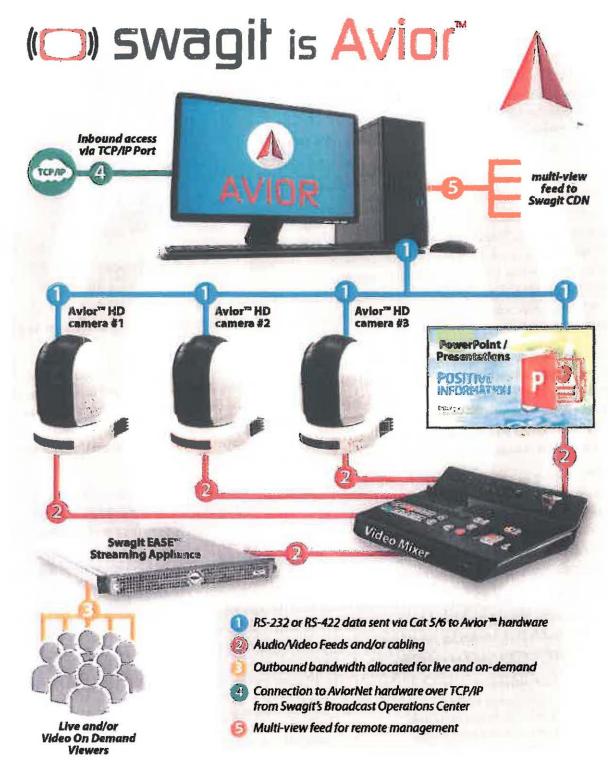
Avior™ includes 3+ robotic (computer-controllable pan/tilt/zoom) cameras. These popular robotic cameras have excellent video quality and performance, with the ability for panning through wide angles of motion, tilting through large ranges with superb optical zoom, and dual video output of Y/C and composite. They also support both RS232 and RS422 (long distance over 1000 meters) control signals. In addition, the cameras can be mounted either "up" or "hanging upside down" for your convenience (they have built-in reversal of the picture and left/right/up/down motion controls).

Avior™ HD is a remotely operated one-of-a-kind hands-free transparency suite that will save your jurisdiction time and money. When bundled with Swagit's hands-free EASE™ video streaming system, Avior™ can offer a full end-to-end hands-free broadcast solution that requires no client staff involvement for operation of cameras and/or streaming of an event or meeting.

- Fully automated
- 3+ HD camera solution
- Hands-free broadcast system
- Video graphics/titles overlay
- Real-time captioning support
- Free software updates
- Free 24/7 support and customer service
- Integrates and works with all existing A/V equipment
- Small footprint equipment is self-contained on its own rack



Avior™ Broadcast System Diagram



© 2018 SWAGIT PRODUCTIONS, LLC, PROPRIETARY AND CONFIDENTIAL INTENDED FOR INTERNAL USE ONLY, DO NOT DISTRIBUTE WITHOUT WRITTEN PERAISSION.

6080



Hands-Free Broadcast Case Studies

Broadcast Case Study 1: Addison, Texas

Addison's unique solution for a challenging problem was Swagit's hands-free broadcast system. The town faced three key problems: 1) they lacked staff resources to operate broadcasting and streaming equipment, 2) they did not have a PEG or other broadcasting station, and 3) they wanted a complete hands-free end-to-end solution for displaying town meetings online.

Swagit's solution for the Addison provides complete hands-free remote operation of a multiple camera broadcast system, including a video switcher and audio mixer. By combining the remote broadcast system with Swagit's Extensible Automated Streaming Engine (EASE™), Swagit is able to control, broadcast, and stream town meetings without the need for Addison broadcast staff. It is all done from Swagit's headquarters in Dallas, Texas.

Addison citizens expect the best and latest technology on their town's website. By adding the on-demand feature, Addison has improved its citizens' accessibility to videos of town council and planning commission meetings as well as agenda information for those public meetings.

Broadcast Case Study 2: Richardson, Texas

The City of Richardson began live broadcasting of City Council meetings and work sessions as part of a wide-ranging transparency in government initiative that was included in the City Council's 2009-2011 Statement of Goals. The live broadcast is available to Time Warner Cable subscribers on channel 16 and streamed on the City's Web site, www.cor.net.

The City contracted with Swagit Productions, LLC as their video streaming service provider. "We have installed two wall-mounted cameras in the City Council Chamber and the work session room," said Richardson's Chief Information Officer Steve Graves. "During the meetings, Swagit personnel operate them remotely from their facility and zoom in and switch from camera to camera depending on who is speaking. The broadcast signal goes through a switch that sends it to Swagit and also to our cable television channel."

Graves explained that the live webcast is routed through a City computer server and is recorded as it is being sent to Swagit. "If for some reason the live internet connection is lost, we have a saved copy that can be posted on our site," he said.

As a work session or Council meeting is streaming live on the Web, Swagit employees tag each agenda item. At the conclusion of the meeting, they create an Index on the City's website, and visitors can choose to view individual agenda items rather than watch the entire video. Council and work session meetings will be archived on the site for up to two years. The City's cable channel 16 will replay broadcasts.

Visit http://richardsontx.swagit.com/play/09222009-48/0/ to view the City of Richardson's initial video press release that explains the service to their residents.



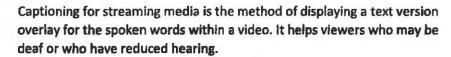
SERVICE DESCRIPTIONS

2nd Quarter 2019



Captioning for Compliance

Streaming Video Enhancement



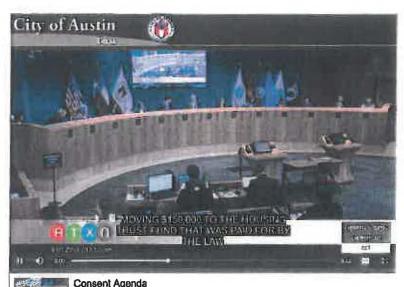


Federal agencies, contractors and employers should be acutely aware that their live streaming and broadcast events must now be captioned for accessibility, as mandated by recent updates to Section 508 of the Rehabilitation Act, plus changes to state laws that now require accessibility for federally-funded organizations such as colleges, universities, and research facilities. Even when Section 508 doesn't apply, many non-federal websites and their video content must still be accessible under other laws such as Section 504 of the Rehabilitation Act of 1973.

Swagit can help meet your accessibility obligations with captioning for live streaming and broadcast events. Whether for your one-off events or longer-term fixed placements, Swagit can provide hands-free support with compliant turnkey live video services.

FEATURES

- Meets FCC mandated ADA requirements for closed captioning
- Hands-free captioning service
- Live and/or on-demand
- Multiple captioning options
- Visible on mobile devices
- Captioning for TV broadcast
- Captioning of archival video
- Dedicated staff to exceed expectations



Pulled: 5, 15, 17, 22

Consent. 1 - 4, 6 - 14, 16, 19 - 21, 43 & 44



<u>Captioning Services</u> Streaming Video Enhancement



Real-Time (Live) Captioning

Swagit can provide real-time captioning for live programming, as well as sync those captions for on-demand usage after the event has come to its completion. Captioning through Swagit can be distributed to both TV and the Web simultaneously, if needed.

CaptionLive

Human Assisted Real-time Transcription (HART); captions are created as an event takes place, utilizing a live transcriber. (Specific captioning appliance required for this service.)

Post-Event (On Demand) Captioning

CaptionPM

Human assisted post-meeting captioning for video on demand, completed and aligned with event video within 4 business days of broadcast.

Additional Captioning Services

Speech-to-Text Document

A basic text file created from spoken words in a meeting audio; does not include non-audio information such as speaker identification or graphic presentations. It is not a word-for-word legal transcript.

SwagitSync

Swagit synchronizes your 3rd-party live captioning transcript with event video for on-demand viewing; completed within 4 business days of broadcast.

Captioning rates are calculated in full hours only, and are based on total length of meeting or event, which includes breaks, closed sessions, and other non-captioned events during that length of time.

Swagit meets FCC mandated ADA requirements for closed captioning.

Specific captioning appliance may be required for these packages and services.



COST SUMMARY

AVIOR™ plus EASE™, CaptionLive with Monthly Managed Services

	Description		Qty	Up-Front Cost		
Avior™ HD - Three (3) camera setup			1	\$ 44,565.00		
AVIO	3 HD PTZ Cameras, 3 Camera Power Connectors, 3 Camera Mounts, 4 Son EASE™ C Encoding Appliance, BM Studio HD Live Production Switcher with BM HyperDeck Studio Mini with SD cards, Mini Converter SD! Distribution HDMI, Avior™ Control Software, PDU Remote Power Switch and Manager Backup, Control Monitors (comes as pair for rack mount; sub required for Presentation Converter/Scaler, Cables, Connectors, Converters, 16U Rack, Hardware necessary for Installation, CG for Video Graphics/Titles Overlay, install	1	\$ 44,505.U			
Additio	onal HD PTZ Camera		1	\$ 2,750.00		
•	1 Camera Power Connector, 1 Camera Mount, Installation					
Captio	nPrime Streaming Appliance		1	\$ 14,490.00		
:						
Advand	ced Caption Encoder/Decoder (Voice over IP capable)		1	\$ 10,690.00		
•	SDI CC encoding unit to provide audio captions over IP			V 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
	Required for Real Time Captioning implementation					
		Total One-Tin	ne Cost:	\$ 72,495.00		
Yearl	y Managed Service Package		totuco-it-t	* SERROM		
item & D	escription	Monthly Rate	Quantity	Yearly Cost		
Avior***	+ EASE™ 25 Up to 25 indexed and archived meetings per year with remote video production Up to 120 hours of specialty content per year 24/7 Live Stream	\$ 695.00	12	\$ 8,340.00		
Caption	Real Time Closed Captions for up to 25 metings per year Cost based on a 3-hour average meeting duration	\$ 940.00	12	\$ 11,280.00		
Packa	ge Overages			-Times		
ltem & D	Cost					
a - - tat -	\$ 150.00					
Additio		Re.		- A - 1		
	nal Remote Switching (cost per event)	Must have approved broadcast system(s) and reliable internet connection. Up to 6hr event				
		net connection.		\$ 175.00		

^{*} Price and hardware model are subject to change after 60 days without prior notice.

We offer a Price Match Guarantee for all services that are equivalent in class, features and performance.

Laguna Beach Unified School District

25. ACTION September 24, 2019

Approval: Agreement for Contracted Services with Diligent Corporation for

BoardDocs Pro, a Web-Based Service for Online Agendas, for an

Annual Recurring Cost of \$10,000

LCAP Priority Alignment

Goal 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.

Proposal

Staff proposes the Board of Education approve the agreement for contracted services with Diligent Corporation for BoardDocs Pro, a web-based service for online agendas to provide easy access to support materials, greater efficiency for the district, and increased transparency.

Background

In 2016, the State Legislature enacted Assembly Bill 2257 (Government Code section 54954.2) to update the Ralph M. Brown Act with new requirements applicable to meeting agenda postings on local agency websites. The Brown Act, known as California's open meetings law for local agencies, establishes minimum notice and access standards to ensure the public is adequately informed and able to participate in agency meetings.

Under current law, the legislative body of a local agency must post an agenda that specifies the time and location of an upcoming meeting and briefly describes the items of business to be discussed, at least 72 hours prior to a regular meeting or 24 hours before a special meeting. The agenda must be posted in a physical location that is freely accessible to members of the public and on the agency's website, if it has one. For all meetings occurring on or after January 1, 2019, AB 2257 adds additional requirements governing the location, platform, and methods by which an agenda must be accessible on the agency's website.

AB 2257 provides two options for compliance. Under the first option, an agency that maintains a website must post a direct link to the current agenda on its primary homepage. The link may not be placed in a "contextual menu," such as a drop-down tab, that would require a user to perform an action to reveal the agenda link. Additionally, the agenda must be: (a) downloadable, indexable, and electronically searchable by common internet browsers; (b) platform independent and machine readable; and (c) available to the public, free of charge and without restrictions that might interfere with the reuse or redistribution of the agenda.

Webber/Viloria

Under the second option, an agency may implement an "integrated agenda management platform," meaning a dedicated webpage that provides the necessary agenda information. The platform may also contain prior agendas, but the most current agenda must be located at the top of the page. Under this option, a direct link to the current agenda does not need to be posted on the homepage; however, the agency is required to post a link to the platform containing the agenda information. Again, this link may not be hidden in a contextual menu. The new criteria governing retrieval, searching, and readability apply equally to an integrated agenda management platform.

LBUSD has been posting its Board meeting agendas online for many years as retrievable and downloadable documents. In 2017, staff began utilizing Google Drive to scan Board meeting agendas, which has enabled the agendas to be indexable and electronically searchable.

While staff has been utilizing Google to scan and has been manually indexing each Board meeting agendas since 2017, the process is time-consuming and does not always provide full compliance in all areas required by AB 2257.

Input was gathered by staff from several school districts on their transition from a paper process to an online system and a committee reviewed several integrated agenda management platforms. Transitioning to an online agenda process will ensure compliance in all areas set forth by state and federal regulations.

Budget Impact

The cost of the BoardDocs web-based online agenda management platform is \$10,000 annually.

Recommended Action

Staff recommends the Board of Education approve the agreement for contracted services with Diligent Corporation for BoardDocs Pro, a web-based service for online agendas.



BoardDocs Pro

Executive Overview

BoardDocs® Pro is a state-of-the-art, cloud-based Board Management Service developed specifically for public governing bodies. BoardDocs provides a means of immediately publishing and revising agenda items, supporting documents, and policies and procedures via the Internet. Staff Members can quickly and easily create, approve and track agenda items and other correspondence. BoardDocs services offer governing bodies a simple way to eliminate paper-based and less advanced electronic processes while maintaining a searchable, legal repository for all documents.

BoardDocs improves governance by making documents readily available to governing bodies, designated staff and the public in a professional, easy-to-access format. Staff maintains total control over who sees what information - and when.

Benefits Summary

In addition to dramatic improvements in governance processes and board effectiveness, our subscribers consistently report substantial annual cost savings, time-of-staff savings of up to 75%, increased transparency with stakeholders and multiple environmental benefits.

BoardDocs End User Agreement Part I: Order Form

Diligent Corporation ("Diligent"), with an address at 1111 19th Street NW, Washington DC, 20036 provides a proprietary, web-based service known as BoardDocs (the "Service"), that enables organizations to enhance aspects of the governance process and communications between the administration, the public and the board, all on and subject to the terms of this End User Agreement (the "Agreement"). By executing this Agreement, the below named customer ("Customer") agrees to use, and Diligent agrees to make available to Customer, the Service, all in accordance with and subject to the terms and conditions described in this Agreement.

1. General Information.

PROJECT INFORMATION	SALE	SINFORMATION
Billing Agent: None / Diligent Corporation	Sales	Rep Phone: (202) 790-6904
Sales Rep Name: Kristin Forsberg	Sales Rep E-Mail: kforsberg@diligent.com	
CUSTOAILE INFORMATION		
Organization Name: Laguna Beach Unified School Di	strict	
Address: 550 Blumont St.		
City: Laguna Beach	State: CA	Zip: 92651

2. Charges. For each BoardDocs site (as defined by Diligent) ordered under this Agreement, Customer will pay the applicable Annual Recurring Charge ("ARC") and the Non-Recurring Charge ("NRC") set forth below. Once paid, the ARC and NRC are not refundable. The initial NRC and ARC will be invoiced promptly after execution of this Agreement.

Initial Service	Type of Service	Amount
×	NRC (Non-Recurring Charge)	\$0.00
	BoardDocs Pro Plus ARC (Annual Recurring Charge)	
×	BoardDocs Pro ARC (Annual Recurring Charge)	\$10,000.00
	BoardDocs LT Plus ARC (Annual Recurring Charge)	
	BoardDocs LT ARC (Annual Recurring Charge)	

3. Term. The "Initial Term" of this Agreement will commence on the Effective Date, as defined below, and continue for an Initial Term of one (1) year thereafter. On the expiration of the Initial Term, the Term of this Agreement will automatically renew and remain in effect for consecutive one- (1-) year periods (each a "Renewal Term") unless either party provides the other party at least thirty (30) days' advance written notice of non-renewal prior to the end of the then-current Term. Dillgent may increase the ARC from time to time upon at least sixty (60) days' advance written notice to Customer and which increase shall take place at the commencement of the next Renewal Term.

BY SIGNING BELOW, THE PERSON SIGNING FOR CUSTOMER PERSONALLY REPRESENTS AND WARRANTS TO DILIGENT THAT HE OR SHE HAS THE AUTHORITY TO SIGN FOR CUSTOMER AND BIND CUSTOMER TO THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES TO BE BOUND BY THE ATTACHED TERMS AND CONDITIONS.

CUSTOMER		DILIGENT CORPORATION		
SIGNATURE	Date	SIGNATURE	Date	
Name and Title of Authorized Representative		Name and Title of Authorized Representative "Effective Date" shall be the date of the last signature.		

Part II: Additional Terms and Conditions

- 4. Provision of the Service. Subject to the terms and conditions of this Agreement, Diligent will make the Service available to Customer in accordance with this Agreement, the Service Level Agreement ("SLA") and the Diligent Acceptable Use Policy ("AUP"), which SLA and AUP are posted on Diligent's web site at http://www.BoardDocs.com/Home.nsf/legal and both of which are incorporated into and made a part of this Agreement. Diligent will provide Customer with at least sixty (60) days' advance notice of any change in the SLA or AUP. Diligent will use commercially reasonable efforts to make the Service available to Customer by an implementation date agreed to by the parties, including establishing the hosting of the Service and storage of data uploaded via the Service. Such Service will be co-branded with both parties' "Marks" (as defined in Section 10). Diligent may modify certain components of the Service as required by changes in laws, regulations or technology, requests of customers or to make improvements or correct problems or issues.
- 5. Payment. Customer agrees to pay Diligent (or its designated billing agent) all charges or fees described in this Agreement within thirty (30) days of Customer's receipt of the applicable invoice. Any amount not paid within such thirty (30) day period will bear interest, until paid, at the lesser of: (a) one and one-half percent (1½%) per month, or (b) the highest rate permitted by applicable law. The ARC will be invoiced annually in advance. In addition to such rates and charges, Customer will be responsible for all taxes and fees assessed or due with regard to its use of the Service and, if applicable, Customer will provide Diligent with any certificate or other evidence of tax-exemption. The continued provision of the Service is conditioned on Customer's creditworthiness and may be subject to a mutually agreeable reasonable assurance of payment or deposit. All charges or fees paid or payable are non-refundable. All amounts payable to Diligent are payable in full in United States dollars unless specifically indicated to the contrary in this Agreement.
- 6. Termination. This Agreement is effective for the Term described in Section 3. Diligent may terminate this Agreement and/or cease or suspend the provision of all or any part of the Service upon: (a) Customer's failure to pay any amount when due under this Agreement (after ten (10) days' prior written notice of such failure to pay); (b) the filling of a petition in bankruptcy by or against Customer; (c) any illegal, slanderous, infringing or inappropriate "Content" (as defined in Section 8) being loaded on any website or otherwise transmitted or used in connection with the Service which is not immediately ceased and removed after request by Diligent; or (d) any material breach of this Agreement by Customer, including but not limited to any violation of the AUP (all of the foregoing being defined as a "Customer Caused Termination or Suspension"). In the case of any such Customer Caused Termination or Suspension, Customer will pay for all accrued and unpaid charges for the Service provided through the date of such Customer Caused Termination or Suspension. Customer may terminate this Agreement upon: (a) the filing of a petition in bankruptcy by or against Diligent; or (b) any material breach of this Agreement by Diligent. Upon any termination of this Agreement, Customer agrees its right to use the Service or Dillgent "Intellectual Property" and/or "Marks" (as defined in Section 10) shall immediately cease and Customer shall cause all of its affiliates to cease using the Service and all of Diligent's Intellectual Property or Marks.
- 7. Use of the Service. Subject to the terms and conditions of this Agreement, Diligent hereby grants to Customer, and Customer hereby accepts, a limited, non-exclusive, non-sublicenseable, non-transferable, annual license to access the Service for Customer's purposes solely during the Term. Customer will be responsible for all hardware, software (including browser software) and Internet communication links and connectivity necessary to access the Service from their respective facilities, including, without limitation, maintaining sufficient bandwidth to meet Customer's utilization demands. Customer shall be solely responsible for ensuring that each of the persons or entities that accesses the Service through Customer or its systems or with Customer's consent (collectively, "Users") complies with all of the terms and conditions of this Agreement, including the AUP and all applicable laws, rules, regulations and ordinances. Customer will not copy, modify, adapt, translate, hypothecate, lease, disclose, loan, sublicense, resell, distribute or create derivative works based on all or any part of the Service or Diligent Intellectual Property or Marks, unless expressly permitted in writing by Diligent. Customer will not attempt to decompile, reverse engineer or disassemble the Service and Customer will be liable to Diligent for any unauthorized copying, reverse engineering or use of the Service by Users. Unless otherwise agreed in writing by Diligent, Customer will not, and will cause each of the Users to not, remove or modify, or attempt to remove or modify, any proprietary notices contained in or associated with the Service. Customer agrees that it is solely responsible for maintaining and ensuring that its Users maintain the confidentiality of any User passwords or access codes entrusted to Customer or its Users, and for all activities resulting from their authorized or unauthorized use.
- 8. Customer Content and Data. Subject to the terms of this Agreement, Customer is exclusively responsible and liable for all content it posts or transmits using the Service (the "Content"), and Diligent has no responsibility or liability therefore, nor will Diligent be responsible for reviewing or determining the accuracy or appropriateness of any such Content, Content does not include data or information regarding other customers of Diligent or any information provided by Diligent, Customer will not use any information accessible from the Service in conjunction with any enterprise unrelated to its governmental duties or not authorized or contemplated by this Agreement. Customer reserves exclusive rights to all of its information stored in fields and as attachments in the Service database. At Customer's request, Diligent will export the data from the Service database in its native format at no charge to Customer. If Customer desires Diligent to convert the data into any other format other that its native format, Customer shall pay Diligent twohundred and fifty dollars (\$250) per hour for such conversion services. Customer hereby grants to Diligent, and Diligent hereby accepts, a non-exclusive, royalty-free license to use such Content, information and data for purposes of providing the Service to Customer and performing any other obligations under this Agreement, for their business purposes relating to the Service, and for the maintenance or use of business records and information associated with any of the foregoing. Customer is solely responsible for such Content, information and data (including, without limitation the accuracy of such Content, information and data) and for ensuring that Customer has the necessary rights to use such Content, information and data, and Customer will defend, and satisfy any claims, judgments or expenses of or against Diligent, arising out of any third-party claims relating to such Content, information or data. Customer has only the limited rights granted by this Agreement.
- 9. Acceptable Use. All use of the Service will comply with the Diligent's AUP. Customer will not: (a) post or transmit on or through any website or network through which the Service is provided any libelous, slanderous, obscene or otherwise unlawful information or materials of any kind or any information that invades the privacy or rights of a third party; (b) interfere with or disable the Service or

Dligent's systems or operations in any way; (c) engage in any conduct involving the Service that would constitute a criminal offense or give rise to civil liability under any local, state, federal or other law or regulation; or (d) post, transmit, upload, reproduce or distribute to or through the Service any material or Content protected by copyright, patent, confidentiality, trade secret, trademark, privacy or other intellectual property or proprietary rights without first obtaining sufficient legal consent or written permission from the owner thereof. Unless the law that governs Customer's existence or operation prohibits this, Customer agrees to defend, indemnify and hold harmless Diligent from any and all liabilities, costs and expenses, including reasonable attorneys' fees, arising from or related to a failure of Customer or its Users to comply with all applicable laws, this Agreement or the AUP or Customer's actions or omissions with respect thereto.

- 10. Ownership and Intellectual Property. "Intellectual Property" means (a) copyrights, trademarks (and all goodwill associated therewith), service marks (and all goodwill associated therewith) and any other rights to any form or medium of expression and all applications for registration of any of the foregoing; (b) trade secrets and confidential information (as defined by applicable law), privacy rights and any other protection for confidential or proprietary information or ideas; (c) patents and patent applications; (d) inventions and any other items, information or theories which are protectable or registrable under any of the copyright, patent, trade secret, confidentiality or other intellectual property laws; and (e) any other similar proprietary rights or interests recognized by applicable law. Customer acknowledges and agrees that Diligent owns (as between Diligent and Customer) and will retain all ownership in the Intellectual Property and all other property rights and interests associated with the Service, the Marks and all derivative works and components of any of the foregoing. Customer specifically disclaims, and acknowledges it will never acquire, claim or seek to register, any intellectual Property or other property rights or interests in the Service or Diligent Intellectual Property, or any derivative work of any of the foregoing, by operation of law or otherwise. Customer will execute and deliver confirmations or other written instruments as reasonably requested by Diligent to confirm Diligent's exclusive ownership of Diligent's Intellectual Property and the Service. As between Customer and Diligent, Customer will own all Intellectual Property or other property rights or interests in and to Customer's own data and Content. Subject to the terms this Agreement, each party hereby grants to the other during the Term of this Agreement a royalty-free, non-exclusive, non-transferable license to use such party's trademarks and service marks (and the good will associated therewith) provided to the other by such party (the "Marks") solely in connection with the other's performance of this Agreement and in connection with their use of the Service. Each party agrees that any use of the other party's Marks will be in strict accordance with the other party's reasonable trademark and service mark guidelines as provided and revised by the other party from time to time. Diligent reserves all rights not expressly granted to Customer in this Agreement.
- 11. Disclaimer. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE, CONTENT AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. DILIGENT EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT ACCESSIBLE OR ACTIONS TAKEN ON THE INTERNET OR PROVIDED BY CUSTOMER OR ITS AFFILIATES, AND DILIGENT EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICE AND ANY RELATED SOFTWARE PROVIDED BY DILIGENT ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY DILIGENT, ITS AFFILIATES OR CONTRACTORS WILL CREATE A WARRANTY AND DILIGENT DOES NOT WARRANT THAT THE SERVICE AND ANY RELATED SOFTWARE PROVIDED BY DILIGENT WILL BE UNINTERRUPTED OR ERROR-FREE.
- 12. Limitations of Liability. NO PARTY OR SUCH PARTY'S AFFILIATES OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE, EXCEPT WITH RESPECT TO ANY INDEMNITY PROVIDED BY CUSTOMER UNDER THIS AGREEMENT. DILIGENT'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES RECEIVED BY DILIGENT FROM CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO THE TIME AT WHICH THE LOSS, COST, CLAIM OR DAMAGES AROSE.
- 13. Confidentiality. A party's "Confidential Information" means information or data (in oral, written, electronic or other form), excluding any "Trade Secrets" (as defined under applicable law), related to or owned or controlled by such party, valuable to such party and not generally known or readily available through legal means (other than its disclosure in reliance on this Agreement) to the receiving party. Customer acknowledges that the Service contains Confidential Information and Trade Secrets of Diligent, Subject to applicable law, a receiving party may use the disclosing party's Confidential Information or Trade Secrets to perform its obligations and exercise its rights under this Agreement, and may not communicate, disclose, transfer or use the disclosing party's Confidential Information or Trade Secrets for any other purpose without the prior written consent of the disclosing party. The foregoing restrictions shall not apply to any Confidential Information or Trade Secrets of the disclosing party that: (a) are in the public domain, other than due to the actions or omissions of the receiving party; (b) can be proven to have been already known by the receiving party before their disclosure by the disclosing party; (c) were independently developed by the receiving party without access to or use of any Confidential Information or Trade Secrets of the disclosing party. In addition, the receiving party may disclose the disclosing party's Confidential Information or Trade Secrets only to its officers, directors and employees on a need-to-know basis after informing any such disclosees that it is confidential and subject to the terms of this Agreement, and provided that such disclosing party remains liable to ensure that such individuals comply with the requirements of this Agreement. Notwithstanding the foregoing, after giving reasonable notice to the disclosing party (which notice affords the disclosing party an opportunity to seek a protective order or other remedy), the receiving party may disclose the disclosing party's Confidential Information or Trade Secrets to the extent required by law or a court of competent jurisdiction. On request, each receiving party will return or destroy all copies or records that contain or reflect the disclosing party's Confidential Information or Trade Secrets. A party may seek injunctive relief to redress or prevent violations of this Section 13, in addition to, and not in lieu of, any other rights and remedies available to such party. Trade Secrets will be protected as required by this Agreement and applicable law for so long as they remain a Trade Secret under applicable law.

14. Miscellaneous

- (a) Unless the law that governs Customer's existence or operation prohibits this, any claim or dispute relating to this Agreement will be will be governed by Delaware law. The parties agree that the finder of fact must adhere to the terms and conditions in this Agreement.
- (b) If any portion of this Agreement is held to be unenforceable, the unenforceable portion will be construed as nearly as possible to reflect the original intent of the parties and the remainder of the provisions will remain in full force and effect. Except with regard to the SLA, neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights under this Agreement. The terms and conditions of this Agreement will not be more strictly construed against either party since both parties negotiated this mutually acceptable Agreement.
- (c) Notices under this Agreement will be sent to:
 - (i) the Customer at the address set forth above, and
 - (ii) Diligent at the following:

Diligent Corporation Attr: Legal Counsel 111 West 33rd Street, 16th Floor New York, NY 10120 USA Phone: 212-741-8181 Email: legal@diligent.com

- (d) All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement will so survive, including, but not limited to, the relevant provisions of Sections 3, 4, 5, 6, 7 (except any licenses, which are restricted to the Term), 9, 10, 11, 12, 13, and 14.
- (e) Customer understands that the Service is accessed through the Internet and data may travel over the unsecured networks of several third-party Internet service providers and thus may not be secure or confidential. Diligent is not responsible for Internet connectivity to Customer's location or anything that happens by or through Internet or other transmission or access. Diligent will not be liable to Customer, or any User, for any delay or failure to perform any provision of this Agreement to the extent such delay or failure to perform is caused by an event beyond the reasonable control of Diligent, including, without limitation, an act of God; flood; riot; fire; explosion; judicial or governmental act; terrorism; military act; strike or lockout; third-party act or omission; failure of utility or telecommunications facilities; virus, worm, trojan horse or other code, command, file or program designed to interrupt, destroy or limit the functionality of any content, information, software, hardware or equipment; Internet slow-down or failure; lightning or other weather condition or event; or any other act, omission or event outside the control of Diligent (all of which are "Events of Force Majeure").
- (f) This Agreement, the SLA and AUP and other documents or items referenced herein or therein, constitute one and the same legally binding instrument and the entire agreement between Customer and Diligent with respect to the subject matter hereof and expressly supersede any contrary prior written or oral agreements or understandings between the parties. Customer may not assign this Agreement or any of its rights or obligations without the prior written consent of Diligent, which consent will not be unreasonably withheld or delayed. The terms and conditions of this Agreement may not be amended except in a writing signed by both parties.
- 15. State Purchasing. To the extent permitted by law and approved by the Parties, the terms of this Agreement may be extended for use by other similarly situated state and/or governmental entities ("Related Entities") upon execution by Diligent and the Related Entity of an addendum or order document referencing this Agreement and setting forth all terms and conditions for such use. Applicable fees for any such Related Entity will be quoted by Diligent to the Client and/or any Related Entity upon written request, and shall be incorporated into the addendum or order document