



**LAGUNA BEACH**  
**UNIFIED SCHOOL DISTRICT**

# **AGENDA**

## **Regular Meeting of the Board of Education**

# **October 8, 2019**

### **Vision:**

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

### **Mission:**

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

#### **ADMINISTRATION**

Jason Vilorio, Ed.D., Superintendent of Schools  
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](http://www.lbusd.org)

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

October 8, 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. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**  
Government Code 54957  
Title: Superintendent of Schools
- 5. CALL TO ORDER - OPEN SESSION**
- 6. PLEDGE OF ALLEGIANCE**
- 7. REPORT ON CLOSED SESSION ACTION**
- 8. ADOPTION OF AGENDA**
- 9. RECOGNITIONS**
  - a. National Merit Semi-Finalists**  
LBHS Students Kenneth Chu and Kyle Herkins

**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*

## **12. CONSENT CALENDAR**

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

- a. Approval of Minutes
  - i. September 30, 2019 – Special Meeting Minutes
  - ii. September 24, 2019 – Regular Meeting Minutes
- b. Approval/Ratification of Personnel Report
- c. Approval Conference/Workshops – Superintendent
- d. Approval of Acceptance of Gifts – In Kind Donation
- e. Agreements for Contracted Services - Special Education
- f. Approval of Agreements for Contracted Services – Technology Services
- g. Approval/Ratification of Warrants #398978 through #399168 in the amount of \$1,543,872.33 Dates: 09/17/2019 through 09/27/2019
- h. Approval of an Agreement for the Renewal of Contracted Services with Barber and Gonzales Consulting Group to Provide Interest-Based Bargaining (IBB) Facilitation for District, CSEA, and LaBUFA Negotiations Teams with a Not-to-Exceed Amount of \$40,000
- i. Approval for the Renewal of Contracted Services with Nicole Miller and Associates to Conduct Risk Management Investigations with a Not-to-Exceed Amount of \$75,000
- j. Approval of an Independent Contractor Agreement with Dennis R. Parker to Provide Professional Development for Thurston Middle School Staff in an Amount Not-to-Exceed \$2,500
- k. Approval of an Independent Contractor Agreement with Kelly Gallagher, Educational Consultant and High School English Teacher to Provide Professional Development for ELA/ELD Teachers in an Amount Not-to-Exceed \$1,000
- l. Approval of an Independent Contractor Agreement with Thomas Herman, Ph.D., of San Diego State University to Provide Professional Development for Thurston Middle School Staff in an Amount Not-to-Exceed \$500
- m. Approval of a Memorandum of Understanding Between WestEd and Laguna Beach Unified School District for Administration of the Biannual California Healthy Kids Survey During the 2019-2020 School Year

## **INFORMATION ITEMS**

### **13. FIRST QUARTER REPORT OF UNIFORM COMPLAINTS FOR THE WILLIAMS CASE SETTLEMENT**

– **Leisa Winston, Deputy Superintendent, Human Resources and Instructional Services**

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

### **14. LBUSD SAFETY UPDATE**

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

Staff will present information related to safety enhancements the district has accomplished over the past few years and next steps.



## **ACTION ITEMS**

### **15. APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND LAGUNA BEACH UNIFIED SCHOOL DISTRICT FOR ADULT TRANSITION SPECIAL EDUCATION SERVICES**

**– 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 for adult transition special education services.

### **16. APPROVAL OF INDEPENDENT CONTRACTOR AGREEMENT WITH MACMILLAN SPEAKERS BUREAU FOR CONSULTING SERVICES BY MARC BRACKETT, PH.D., IN AN AMOUNT NOT-TO-EXCEED \$20,000, PLUS TRAVEL EXPENSES NOT-TO-EXCEED \$2,500**

**– Leisa Winston, Deputy Superintendent, Human Resources and Instructional Services**

Staff proposes the Board of Education approves an independent contractor agreement with MacMillan Speakers Bureau for consulting services by Marc Brackett, Ph.D. to serve as a keynote speaker at Laguna Beach Unified School District's third annual LBUSD Presents event on March 12, 2020, and provide additional faculty professional development presentations.

### **17. APPROVAL OF CHANGE ORDER NO. 1 IN THE AMOUNT OF \$37,401.76 TO BEST CONTRACTING SERVICES, INC. FOR 2019 ROOFING REPLACEMENTS AT VARIOUS SITES PROJECT**

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

Staff proposes the Board of Education approve the list of change orders in the amount of \$37,401.76 for the 2019 Roofing Replacements at Various Sites project. The original contract amount awarded for the project was for \$478,720.00. The total of all change orders is \$37,401.76 or 7.8% of the project. The new total contract amount shall be \$516,121.76.

### **18. APPROVAL TO AUTHORIZE THE ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES TO FILE A NOTICE OF COMPLETION (NOC) WITH THE COUNTY OF ORANGE RECORDER'S OFFICE FOR BEST CONTRACTING SERVICES, INC. FOR THE 2019 ROOFING REPLACEMENTS AT VARIOUS SITES PROJECT**

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

Staff proposes the Board of Education accept the contract for Best Contracting Services, Inc. for the 2019 Roofing Replacements at Various Sites project as complete and authorize the Assistant Superintendent of Business Services to file a Notice of Completion with the County of Orange Recorder's Office.

### **19. BOARD MEMBER REQUESTS FOR ITEMS FOR FUTURE MEETINGS AND BOARD MEMBER REQUESTS FOR INFORMATION**

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

### **20. ADJOURNMENT**

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

The next Regular Meeting of the Board of Education is **Tuesday, October 22, 2019, 6:00 PM**  
at the Laguna Beach Unified School District Office Board Room  
550 Blumont Street, Laguna Beach, CA

[www.lbusd.org](http://www.lbusd.org)



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

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

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

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

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

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

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

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

### **REASONABLE ACCOMMODATION**

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

## **Laguna Beach Unified School District**

**12.a.i. CONSENT/ACTION**

**October 8, 2019**

**Approve: Minutes - September 30, 2019 Special Board Meeting**

**Board of Education  
Minutes of Special Meeting  
September 30, 2019**

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### **Call to Order**

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

### **Roll Call to Establish Quorum**

Roll call to establish Quorum:

Members Present: Jan Vickers  
Carol Normandin - arrived at 8:12 a.m.  
Peggy Wolff - arrived at 8:30 a.m.  
Dee Perry  
James Kelly

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

Council Present: Mark Bresee, Atkinson, Andelson, Loya, Ruud & Romo  
Joseph Larsen, Rutan & Tucker, LLP

### **Pledge of Allegiance**

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

### **Adoption of Agenda**

Member Kelly moved adoption of the agenda. Member Perry seconded.

Discussion: None

Motion carried 3-0-2. Members Vickers, Perry, and Kelly voted yes to adopt the agenda. Members Normandin and Wolff had not yet arrived.

### **Public Comment on Closed Session Agenda Item**

There was no public comment.

**Adjourn to Closed Session**

Member Kelly moved to adjourn to Closed Session. Member Perry seconded.

Discussion: Member Perry recused herself from attending Closed Session.

Motion carried 3-0-2. Members Vickers, Perry, and Kelly voted yes to adjourn to Closed Session. Members Normandin and Wolff had not yet arrived.

President Vickers took a brief recess awaiting the arrival of members Normandin or Wolff. Member Normandin arrived at 8:12.

The meeting adjourned to Closed Session at 8:12 a.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.

Member Wolff arrived at 8:30 a.m.

**Adjournment of Closed Session**

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

Motion carried 4-0-1. Members Vickers, Normandin, Wolff and Kelly voted yes to adopt the agenda. Member Perry had recused herself. Closed Session was adjourned at 8:55 a.m. Member Kelly left the meeting.

**Report Out of Closed Session**

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

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

Motion carried 3-0-2. Members Vickers, Normandin, and Wolff voted yes to adjourn from Closed Session. Member Perry had recused herself and Member Kelly left the meeting at 8:55 a.m. The meeting adjourned at 8:57 a.m.



**Laguna Beach Unified School District**

**12.a.ii. CONSENT/ACTION**

**October 8, 2019**

**Approve:**

**Minutes - September 24, 2019 Board Meeting**

**Board of Education  
Minutes of Regular Meeting  
September 24, 2019**

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**Call to Order**

The Regular Meeting of the Board of Education was called to order at 5:30 p.m., at the Central Offices for Laguna Beach Unified, 550 Blumont, Laguna Beach, California.

**Roll Call to Establish Quorum**

Quorum was established.

Members Present: Jan Vickers  
Carol Normandin – absent for Closed Session. Arrived at 5:50 p.m.  
Peggy Wolff  
Dec Perry  
Jim Kelly

**Public Comment on Closed Session Items**

There were no public comments.

**Adjourn to Closed Session**

Member Wolff moved to adjourn to Closed Session. Member Perry seconded. Motion carried 4-0-1. Members Vickers, Wolff, Perry and Kelly voted yes to adjourn to Closed Session at 5:30 p.m. Member Normandin was absent for Closed Session. The following item was discussed:

**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**

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

Motion carried 4-0-1. Members Vickers, Wolff, Perry, and Kelly voted yes to adjourn to from Closed Session at 5:48 p.m.

**Present at Board Meeting**

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

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

Staff: Jason Vilorio, Ed.D., Superintendent  
Jeff Dixon, Assistant Superintendent, Business Services  
Leisa Winston, Assistant Superintendent, Human Resources/Public  
Communications  
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  
Mike Conlon, Director, Human Resources  
Chris Duddy, Principal, El Morro Elementary  
Doug Kramer, Interim 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, Kalohe Danbara, 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 stated there was no report out of Closed Session.

**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)**

There were no public comments for items not on the agenda.

### **Reports**

#### **Student Board Representatives – Drew Fink and Kalohe Danbar**

- El Morro
  - PTA Reflections Art Contest
  - PAL interviews
- TOW
  - Back to School Bonanza Friday, September 27
- TMS
  - 6<sup>th</sup> grade students returned from science camp
  - TMS Talks
  - Career Talk
- LBHS
  - College Professor, Kyle Jenkins, spoke to creative writing classes on college essays
  - Homecoming game and dance approaching
  - Back-to-School night
  - Club roundup

#### **CSEA Representative – Margaret Warder, CSEA President**

- Visited all sites and delivered cookies with CSEA representative
- Attended CSEA Health Symposium with Elizabeth Phillips
- Boo Grams, CSEA Scholarship Fundraiser forthcoming

#### **LaBUFA Representative – Sara Hopper, LaBUFA V President**

- Thanked administration for the first day of school breakfast treats at all sites
- Attended CTA insurance meeting
- Shared Teacher, Mark Alvarez was featured in the National Education Association online publication

#### **School Resource Officer – Cornelius Ashton**

- Attended suicide prevention training at LBHS with Alex Aronson
- Attended El Morro PTA meeting safety presentation
- Participated in El Morro PALS interviews
- September 20 was LBPD Fallen Officers Remembrance
- Hosted a Club Leadership Conference at LBHS



## **Board Members**

Board members reported as follows:

### **Member Kelly**

- No report

### **Member Perry**

- Attended School Power Endowment meeting
- Attended El Morro PTA meeting safety presentation
- Attended PTA Coffee Talk for LBUSD Back to School Report

### **Member Wolff**

- Attended Dr. Jensen's presentation on college applications and essays
- Attended CCA meeting

### **Member Normandin**

- Attended Dr. Jensen's presentation on college applications and essays
- Attended Community Coalition presentation at City Hall meeting
- Commented on appreciation for ParentSquare
- Congratulated Dr. Vilorio on his invitation to attend the Suburban Superintendents conference

### **President Vickers**

- Attended CCA meeting
- Commented on great turnout at LBHS Back to School night
- Attended El Morro PTA meeting safety presentation
- Attended PTA Coffee Talk for LBUSD Back to School Report

## **Superintendent Vilorio**

- No report

## **Cabinet**

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

- No report

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

- No report

## **Principal**

### **Jason Allemann, Ed.D., Laguna Beach High School**

Dr. Allemann presented information on the WASC process and outcomes for LBHS.

### **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)

Public Hearing Opened 6:42 p.m.

There were no public comments or questions.

Public Hearing Closed 6:42 p.m.

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### **CONSENT CALENDAR**

President Vickers pulled item a.i. to be voted on separately.

Member Perry pulled item c to be voted on separately.

Public Comment: Sheri Morgan addressed the Board regarding the September 10 minutes.

- a. Approval of Minutes
  - i. ~~September 10, 2019 – Special Meeting Minutes~~ pulled to be voted on separately
  - ii. August 27, 2019 – Regular Meeting Minutes
- b. Approval/Ratification of Personnel Report
- c. ~~Approval Conference/Workshops – Superintendent~~ pulled to be voted on separately
- 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
- l. 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

Member Kelly moved approval of Consent items 13.a.ii, b, and d – o. Member Normandin seconded.

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

Member Normandin moved approval of Consent item a.i. Member Wolff seconded.

Motion carried 3-0-2. Members Vickers, Normandin, and Wolff voted yes. Members Perry and Kelly abstained as they were not in attendance for that meeting.

Member Normandin moved approval of item c. Member Perry seconded.

Member Perry asked about the history of out of state travel and if any changes in who is allowed to attend have been made.

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

## **INFORMATION ITEMS**

### **Preparation and Opening of the 2019-2020 School Year**

Dr. Vitoria and staff presented on the preparation and opening of the 2019-2020 school year.

Public Comment: Sheri Morgan commented on continuous improvement.

### **Monthly Financial Update – August 2019**

Mr. Dixon presented the Monthly Financial Update to the Board of Education, which included an overview of the district's pension liability for STRS and PERS.

### **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.

Public Comment: Jade Micholedi read the proposed resolution and her mother sang "Proud to Be an American."

The Board discussed the request. There was no consensus to bring the resolution back as an action item.



## **ACTION ITEMS**

### **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**

Mrs. Winston stated this annual memorandum of understanding identifies courses to be hosted on the Laguna Beach High School campus.

Public Comment: None

Member Wolff moved approval. Member Kelly seconded.

Board members commented it is nice to have more classes on our high school campus.

Student Board Representative Fink cast a provisional vote in favor.

Motion carried 4-0-1. Members Vickers, Wolff, Perry and Kelly voted yes. Member Normandin had left the room temporarily.

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

Mrs. Winston introduced the item.

Public Comment: None

Board Member Questions: None

Member Wolff moved approval. Member Kelly seconded.

Student Board Representative Fink 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 19-08: Support for National Bullying Prevention Month**

Dr. Vilorio introduced the item stating this is a great opportunity to highlight the importance of prevention and intervention related to bullying.

Public Comment: Sheri Morgan commented.

Board Member Questions: None

Member Normandin moved approval. Member Wolff seconded.

Board Discussion: Student Board Representative Fink asked if the resolution included cyberbullying. Staff confirmed it does.

Student Board Representative Fink 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 19-09: Designation of Representative and Alternate for Western Orange County Workers' Compensation Joint Powers Authority**

Mrs. Winston stated changes in the administrative structure necessitate a change in representatives

Public Comment: None

Member Kelly moved approval. Member Wolff seconded.

Student Board Representative Fink 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 Memorandum of Understanding with Capistrano Unified School District to Provide Orientation and Mobility Services to LBUSD Students**

Mrs. Winston introduced the item.

Public Comment: None

Member Normandin moved approval. Member Wolff seconded.

Student Board Representative Fink cast a provisional vote in favor.

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

**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**

Mrs. Winston stated this is a three-year license agreement.

Public Comment: None

Member Normandin moved approval. Member Wolff seconded.

Member Perry asked how many students per year use this service. A rough estimate of approximately 50 was given; however the numbers are not clear as the licensing requirements have changed.

Student Board Representative Fink cast a provisional vote in favor.

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

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

Mrs. Winston introduced the item.

Public Comment: None

Member Normandin moved approval. Member Wolff seconded.

Student Board Representative Fink cast a provisional vote in favor.

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

**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**

Mike Morrison introduced the item and reviewed the products to be purchased, the integration with BoardDocs Pro and the budget impact.

Public Comment: Sheri Morgan commented.

Member Wolff moved approval. Member Kelly seconded.

Board members asked about the warranty, specific cost details, and stats. Mr. Morrison provided more information.

Student Board Representative Fink cast a provisional vote in favor.

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

**Approval of 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**

Dr. Vioria introduced the item. BoardDocs works seamlessly with Swagit. Staff viewed several different online agenda products prior to selection BoardDocs.

Public Comment: None

Board Member Questions: Will the Board receive the agenda earlier than Friday before a Tuesday meeting? Dr. Vioria stated as there is a learning curve, that commitment could not be made at this time.

Member Normandin moved approval. Member Wolff seconded.

Student Board Representative Fink 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: Sheri Morgan suggested the Board consider an agenda item to review electronic communications with the Board. That the Board review Board Bylaws 9005 and 9000.

Member Kelly thanked staff for the WASC and Pension Liability reports and looks forward to the campus security update.

Member Perry commented on the vaping discussion at the City Council meeting and asked with the district's next steps are regarding student vaping. She asked for a plan on what the district is doing about vaping. She acknowledged Mindy Hawkins for her work with students on this topic.

Member Wolff stated she had previously requested a legal opinion to clarify electronic communications.



### **Adjournment**

Member Normandin moved to adjourn. Member Wolff seconded.

The next regular Board meeting is scheduled for October 8, 2019.

Student Board Representative Fink 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 8:31 p.m.

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Carol Normandin  
Clerk of the Board  
October 8, 2019

**Laguna Beach Unified School District**

**12.b. CONSENT/ACTION**

**October 8, 2019**

**Approval/Ratification: Personnel Report**

**LCAP Priority Area**

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

**Proposal**

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

**Background**

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

**Budget Impact**

Expenditures are within budgeted appropriations as indicated.

**Recommended Action**

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

October 8, 2019

I. **RESIGNATIONS:**

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

II. **EMPLOYMENT:**

<b><u>Name:</u></b>	<b><u>Position/Site:</u></b>	<b><u>Effective Date:</u></b>
LouAnn Hendrickson PC04SE0132	Instructional Assistant, Special Ed Laguna Beach High School      Special Ed Funds 0104622510-2115      Permanent Employee Range: 25 Step: F      \$27.76 per hour 6 hours per day/5 days per week/10 month academic calendar Replaces: Cynthia Lemotte	September 23, 2019
Elizabeth Likins PC04SE0137	Instructional Assistant, Special Ed Top of the World Elementary      Special Ed Funds 0104612310-2115      Permanent Employee Range: 25 Step: F      \$27.76 per hour 5.75 hours per day/5 days per week/10 month academic calendar Replaces: LouAnn Hendrickson	September 23, 2019
Erin Padden PC05SAS0901	Campus Supervisor Laguna Beach High School      General Funds 0105011012-2910      Probationary Employee Range: 24 Step: A      \$20.98 per hour 3.5 hours per day/5 days per week/10 month academic calendar Replaces: Lauren Rodriguez	September 16, 2019
Salvador Tamayo PC05SAS0901	Campus Supervisor Laguna Beach High School      General Funds 0105011012-2910      Probationary Employee Range: 24 Step: F      \$27.08 per hour 3.5 hours per day/5 days per week/10 month academic calendar Replaces: Tarquin Stephenson	September 11, 2019
Eunice Yi PC04SE0119	Instructional Assistant, Special Ed Laguna Beach High School      Special Ed Funds 0104613150-2115      Probationary Employee Range: 25 Step: E      \$26.38 per hour 6 hours per day/5 days per week/10 month academic calendar Replaces: Trina Bilich	September 23, 2019

### III. EMPLOYMENT: Short Term Assignments - Extra Duty

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Claudia Cuevas	Instructional Assistant, Bilingual El Morro Elementary      General Fund 0102013040-2955      \$29.23 per hour NTE: 10 hours Reason: Provide translation services for BTSN, Open House and various meetings	August 20, 2019 to June 30, 2020
Carrie Denton	AP CSA and App Curriculum Development Laguna Beach High School      General Fund 0105011012-1130      \$42.61 per hour NTE: 12 hours	August 1, 2019 to August 30, 2019
Debbie Finnerty	TLC Coordinator El Morro Elementary      General Fund 0107013040-1130      \$42.61 per hour NTE: 45 hours	January 6, 2020 to June 30, 2020
Patricia Fiorenza	Instructional Assistant, Bilingual El Morro Elementary      General Fund 0102013040-2955      \$29.23 per hour NTE: 10 hours Reason: Provide translation services for BTSN, Open House and various meetings	August 20, 2019 to June 30, 2020
Marlo Jensma	Instructional Assistant, Special Ed Top of the World Elementary      Special Ed Funds 0104602150-2150      \$27.76 per hour NTE: 6 hours per week Reason: Provide assistance to special education student during extended day activities	September 19, 2019 to June 11, 2020
Tauna LaPierre	After School Instructor - 2nd Grade Math Prep Top of the World Elementary      General Fund 0108015030-1130      \$42.61 per hour NTE: 12 hours	September 1, 2019 to June 12, 2020
Tauna LaPierre	After School Instructor - 2nd Grade Math Top of the World Elementary      General Fund 0108015030-1130      \$48.70 per hour NTE: 23 hours	September 1, 2019 to June 12, 2020

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

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Eduardo Leon-Garcia	Campus Supervision - Homework Club Thurston Middle School      General Fund 0106011008-2955      \$20.98 per hour NTE: 40 hours	September 1, 2019 to June 12, 2020
Kathleen Margaretich	Nepris Curriculum Integration & Training Laguna Beach High School      General Fund 0113015040-1130      \$42.61 per hour NTE: 4 hours	July 30, 2019
Elaine Merz	Intensive Individual Services- IEP Meetings Laguna Beach High School      Special Ed Funds 0104621200-1130      \$42.61 per hour NTE: 10 hours	August 22, 2019 to June 11, 2020
Elaine Merz	Intensive Individual Services- Instruction Laguna Beach High School      Special Ed Funds 0104621200-1130      \$48.70 per hour NTE: 18 hours	September 11, 2019 to September 26, 2019
Elaine Merz	Intensive Individual Services- Prep Laguna Beach High School      Special Ed Funds 0104621200-1130      \$42.61 per hour NTE: 10 hours	September 11, 2019 to September 26, 2019
Jennifer Park	4CLE Preparation Laguna Beach High School      General Fund 0113048640-1170      \$42.61 per hour NTE: 8 hours	June 24, 2019 to August 14, 2019
Jennifer Park	4CLE Packing & Classroom Set-Up Laguna Beach High School      General Fund 0113048640-1170      \$42.61 per hour NTE: 8 hours	June 24, 2019 to August 14, 2019
Erin Padden	Campus Supervision Laguna Beach High School      General Fund 0105011012-2955      \$20.98 per hour NTE: 40 hours Reason: Campus Supervision at after school events	September 16, 2019 to June 12, 2020
Peggy Richardson	Campus Supervision - Homework Club Thurston Middle School      General Fund 0106011008-2955      \$27.08 per hour NTE: 40 hours	September 1, 2019 to June 12, 2020



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

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
See Employee List	Attend Special Ed Meetings Outside of Work Day Thurston Middle/Laguna Beach H Special Ed Funds 0104602120/2310/2150-1130      \$42.61 per hour NTE: 20 hours each Employees: Jennifer Hill, Heather Rosenthal, Lorraine Winokur	September 3, 2019 to June 30, 2020
See Employee List	New Employee Orientation Districtwide      General Fund 0110015380-1130      \$42.61 per hour NTE: 3 hours each Employees: Shelby Anderson, Nelly Carrie, Aubrey Garcia, Gloria Harwood, Crystal Hsiao, Jake Rusinkovich, Kellee Shearer, Shannon Stringham	August 12, 2019
See Employee List	New Employee Orientation Districtwide      General Fund 0110395380-2450      \$29.23 per hour NTE: 3 hours each Employees: Corrie Doppert, Katys Grasso, Sara Pedraza, Chanel Stewart, Eunice Yi	August 12, 2019
See Employee List	No Place for Hate Team Member Top of the World Elementary      General Fund 0108011005-2150      \$29.23 per hour NTE: 10 hours each Employees: Cynthia Lemottee, Nikki Romano	September 1, 2019 to June 12, 2020
See Employee List	Waverider Day Thurston Middle School      General Fund 0106011008-1130      \$42.61 per hour NTE: 5 hours each Employees: Alexis Karol, Ivy Leighton, Laura Silver	August 19, 2019
Salvador Tamayo	Campus Supervision Laguna Beach High School      General Fund 0105011012-2955      \$20.98 per hour NTE: 40 hours Reason: Campus Supervision at after school events	September 11, 2019 to June 12, 2020

**IV. EMPLOYMENT: Extra Period Assignments**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Andy Crisp	20% Extra Period Assignment - TOSA	August 20, 2019 to
	Technology Department      General Fund	June 12, 2020
	011307175-1180      Extra Duty Assignment	
	Step: 18 \$25,977.88 Annually	

**V. EMPLOYMENT: Stipends**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Amy Cochren	Oral History Project	January 1, 2020 to
	Thurston Middle School      General Fund	April 30, 2020
	0106311008-1170      NTE: \$1283.00	
Debbie Finnerty	Grade Level Chair - Second Grade	August 20, 2019 to
	El Morro Elementary      General Fund	June 30, 2020
	0107091005-1370      NTE: \$2244.83	
Denise Grey	Grade Level Chair - Fourth Grade	August 20, 2019 to
	El Morro Elementary      General Fund	June 30, 2020
	0107091005-1370      NTE: \$2244.83	
Kim Krause	Grade Level Chair - Kindergarten	August 20, 2019 to
	El Morro Elementary      General Fund	June 30, 2020
	0107091005-1370      NTE: \$2244.83	
Marianne Lawson	SSC Chair	August 20, 2019 to
	El Morro Elementary      General Fund	June 30, 2020
	0107091005-1370      NTE: \$1603.45	
Melissa Martinez	Grade Level Chair - Fifth Grade	August 20, 2019 to
	El Morro Elementary      General Fund	June 30, 2020
	0107091005-1370      NTE: \$2244.83	
Carna Stevens	Elementary Administrative Designee	September 1, 2019 to
	El Morro Elementary      General Fund	June 11, 2020
	0107091005-1370      NTE: \$2084.49	
Jay Williams	GATE Site Coordinator	August 20, 2019 to
	El Morro Elementary      General Fund	June 30, 2020
	0107014011-1170      NTE: \$2084.49	
Jay Williams	Student Council Advisor	August 20, 2019 to
	El Morro Elementary      General Fund	June 30, 2020
	0107311005-1170      NTE: \$1603.45	

V. EMPLOYMENT: Stipends (continued)

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Tamara Wong	Grade Level Chair - Third Grade	August 20, 2019 to
	El Morro Elementary	June 30, 2020
	0107091005-1370	General Fund
		NTE: \$2244.83

VI. EMPLOYMENT: Short Term Assignments - Performing Arts

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Jennifer Bullington	Ticket Taker for Plays and Musicals	September 25, 2019 to
	Thurston Middle School	June 12, 2020
	0106315015-2970	PA Funds
		\$29.23 per hour
	NTE: 34.22 hours	
Jennifer Bullington	Ticket Taker for Plays and Musicals	September 25, 2019 to
	Laguna Beach High School	June 12, 2020
	0105315015-2970	PA Funds
		\$29.23 per hour
	NTE: 76.98 hours	
Jennifer Bullington	Professional Expert - Coordinate Artwork/Design/Layout	September 25, 2019 to
	Laguna Beach High School	June 12, 2020
	0105315015-2970	PA Funds
		\$32.45 per hour
	NTE: 77.05 hours	
Jordan Burton	Professional Expert - Choreographer	September 25, 2019 to
	Thurston Middle School	June 12, 2020
	0106315015-2970	PA Funds
		\$32.45 per hour
	NTE: 92.45 hours	
Celena DelPizzo-Howell	Assistant Director for TMS Theatre Program	September 25, 2019 to
	Thurston Middle School	June 12, 2020
	0106315015-2970	PA Funds
		\$33.28 per hour
	NTE: 196.04 hours	
Celena DelPizzo-Howell	Assistant Director for LBHS Theatre Program	September 25, 2019 to
	Laguna Beach High School	June 12, 2020
	0105315015-2970	PA Funds
		\$33.28 per hour
	NTE: 196.04 hours	
Celena DelPizzo-Howell	Fall Play	September 25, 2019 to
	Laguna Beach High School	December 20, 2019
	0105315015-2970	PA Funds
		\$33.28 per hour
	NTE: 75.13 hours	

**VI. EMPLOYMENT: Short Term Assignments - Performing Arts (continued)**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Celena DelPizzo-Howell	Professional Expert - Guest Director - Spring Musical Laguna Beach High School PA Funds 0105315015-2970 \$33.28 per hour NTE: 75.13 hours	January 7, 2020 to June 12, 2020
Angela Irish	Professional Expert - Costumes and Props Thurston Middle School PA Funds 0106315015-2970 \$33.28 per hour NTE: 193.41 hours	September 25, 2019 to June 12, 2020
Angela Irish	Professional Expert - Costumes and Props Laguna Beach High School PA Funds 0105315015-2970 \$33.28 per hour NTE: 193.41 hours	September 25, 2019 to June 12, 2020
Michael Irish	Professional Expert - Master Teacher Laguna Beach High School PA Funds 0105315015-2970 \$32.45 per hour NTE: 30.82 hours	September 25, 2019 to June 12, 2020
Julie Stevens	Professional Expert - Costumes and Props Thurston Middle School PA Funds 0106315015-2970 \$33.28 per hour NTE: 30.05 hours	September 25, 2019 to June 12, 2020
Julie Stevens	Professional Expert - Costumes and Props Laguna Beach High School PA Funds 0105315015-2970 \$33.28 per hour NTE: 30.05 hours	September 25, 2019 to June 12, 2020
Roxanna Ward	Professional Expert - Music Director Laguna Beach High School PA Funds 0105315015-2970 \$34.90 per hour NTE: 71.64 hours	September 25, 2019 to June 12, 2020
Roxanna Ward	Professional Expert - Music Director Thurston Middle School PA Funds 0106315015-2970 \$34.90 per hour NTE: 71.64 hours	September 25, 2019 to June 12, 2020

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

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

**VIII. EMPLOYMENT: Short Term Assignments - ASB Funds**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Erin Padden	Campus Supervision Laguna Beach High School 0105311155-2955 NTE: 40 hours	September 16, 2019 to June 12, 2020
	ASB Funds \$20.98 per hour	
Salvador Tamayo	Campus Supervision Laguna Beach High School 0105311155-2955 NTE: 40 hours	September 16, 2019 to June 12, 2020
	ASB Funds \$27.08 per hour	

**IX. EMPLOYMENT: Short Term Assignments - PTA**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Cynthia Lemootee	Family STEAM Day Attendee Top of the World Elementary 0108015600-2145 NTE: 4 hours	September 1, 2019 to June 12, 2020
	PTA Funds \$29.23 per hour	

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

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

Fall Sports Calendar 2019/20:

In-Season: August 5 - November 9, 2019  
CIF Playoff: November 5 - December 14, 2019

Winter Sports Calendar 2019/20

In-Season: November 18 - February 8, 2020  
CIF Playoff: February 10 to March 14, 2020

Spring Sports Calendar 2019/20:

In-Season: February 15 - May 9, 2020  
CIF Playoff: May 4 - May 28, 2020

None



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

Work Site: Laguna Beach High School

Booster Account: 0105315310-1185/2140

**Fall Sports Calendar 2019/20:**

In-Season: August 5 - November 9, 2019

CIF Playoff: November 5 - December 14, 2019

**Winter Sports Calendar 2019/20**

In-Season: November 18 - February 8, 2020

CIF Playoff: February 10 to March 14, 2020

**Spring Sports Calendar 2019/20:**

In-Season: February 15 - May 9, 2020

CIF Playoff: May 4 - May 28, 2020

None

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

**Employment:**

<b><u>Name:</u></b>	<b><u>Classification:</u></b>	<b><u>Effective Date:</u></b>
Jaime Avalos	Substitute Classified	September 23, 2019
Casey Carmack	Substitute Classified	September 23, 2019
Francesca Morrow	Substitute Classified	September 18, 2019
Whitney Sasso	Substitute Teacher	August 12, 2019
Lisa Vanriette	Substitute Teacher	August 12, 2019
William Yates	Substitute Teacher	August 12, 2019

**Resignations:**

<b><u>Name:</u></b>	<b><u>Classification:</u></b>	<b><u>Effective Date:</u></b>
Victoria Foley	Substitute Teacher	September 11, 2019
SoJeong Lee	Substitute Teacher	September 23, 2019
Vanessa Weaver	Substitute Teacher	September 23, 2019

**Laguna Beach Unified School District**

**12.c. CONSENT/ACTION**

**October 8, 2019**

**Approve:**

**Conference/Workshop Attendance**

**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 following request for attendance at a conference/workshop.

**Conferences**

Jason Vilorio – “ThoughtExchange EMPOWER California: Leadership Development” – October 30, 2019. An invitation-only, one-day event for Thoughtexchange education partners and their nominated guests. This is expected to be an innovative, collaborative, and exciting leadership development event.

Fiscal Impact:

\$	170.00	Lodging
\$	50.00	Transportation/Parking
\$	<u>50.00</u>	Meals
\$	270.00	Total

Account #0101377100 - 5220 Superintendent Travel

Jason Vilorio – “Governor’s Budget Workshop” – January 15, 2020 -. This annual workshop will provide district’s with current budget information. Jason will be joined by other district administration and bargaining unit representatives.

Fiscal Impact:

\$	250.00	Registration
\$	15.00	Transportation/Parking
\$	<u>25.00</u>	Meals
\$	290.00	Total

Account #0102397400 - 5220 Business Services Travel

**Total Fiscal Impact:                   \$    560.00**

**Laguna Beach Unified School District**

**12.d. CONSENT/ACTION**

**October 8, 2019**

**Approval: Acceptance of Gifts – In Kind Donation**

**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 proposed that the Board of Education accept the following gift to the District.

**Background**

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

**Recommended Action**

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

Type of Gift	Donor	Amount/Gift	Disposition
In Kind Donation	PIMCO	400 Cisco Phones	Replace all teacher phones

**Laguna Beach Unified School District**

**12.e. CONSENT/ACTION**

**October 8, 2019**

**Approval: Agreements for Contracted Services - Special Education**

**Proposal**

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

**Background**

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

**Budget Impact**

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

**Recommended Action**

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

**Laguna Beach Unified School District**

**Agreements for Contracted Services – October 9, 2019**

<b>Contractor</b>	<b>Description of Services</b>	<b>Term</b>	<b>Funding</b>	<b>Estimated Cost</b>
Addendum Journey Academy/TLC Child & Family Services	Additional counseling for a special education student in RTC	08/23/19- 06/30/20	Non-Public School 0104632210-5875	\$3,071
Independent Contract Advancement for Behavior & Educational Development & Intervention dba ABEDI, Inc.	Behavior Supervision for a special education student	09/03/19- 06/30/20	Outside Agency 0104602140-5894	\$4,730
Addendum Intermountain Children's Home	Physical Therapy services for a special education student	09/25/19- 10/25/19	Non-Public School 0104632210-5875	\$ 480



**Laguna Beach Unified School District**

**12.f. CONSENT/ACTION**

**October 8, 2019**

**Approval: Agreements and Contracts - Technology Services**

**LCAP Priority Area**

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 the attached list of contracts required to secure necessary technology and services for Technology Services.

**Background**

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

**Budget Impact**

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

**Recommended Action**

Staff recommends the Board of Education approve the following contracts.

**Laguna Beach Unified School District**

**Technology Contracts/Licenses - October 8, 2019**

<b>Contractor</b>	<b>Description of Services</b>	<b>Term</b>	<b>Funding</b>	<b>Estimated Cost</b>
Konica Minolta	Copier Software - (2) District Office	7/1/19-6/30/20 Renewal - Ratify	0113457175-5805	\$1,483
GST	Smart Board Software License EMS	7/1/19-6/30/20 Renewal - Ratify	0113017175-5805	\$1,116
Turnitin	Originality Checking Software License LBHS	1/26/20-1/25/21 Renewal	0113015040-5813	\$4,481
Typing Agent	Typing Program EMS/TOW	10/31/19-10/31/20 Renewal	0113017175-5805	\$2,300
Stoneware	LanSchool Education LBHS	7/1/19-6/30/20 Renewal - Ratify	0113017175-5805	\$1,430

Paton Group	SolidWorks 2019-20 Premium 3D CAD Software LBHS	10/31/19-10/30/20 Renewal	0113017175-5805	\$1,920.00
Houghton Mifflin Harcourt	Reading Inventory Grade 6 Grade 9	7/1/19-6/30/20 Additional student licenses	0113017175-5805	\$751.00

**Laguna Beach Unified School District**

**12.g. CONSENT/ACTION**

**October 8, 2019**

**Approval: Warrants #398978 Through #399168 in the Amount of \$1,543,872.33  
Dates: 09/17/2019 through 09/27/2019**

**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 #398978 through #399168 in the amount of \$1,543,872.33.

**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 \$1,543,872.33.

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398978	09/17/19	ALC Schools LLC	AUGUST 2019	0104256700	5855	CHARTER BUS-HOME TO SCHO	7,957.50
						CHECK TOTAL:	7,957.50
00398979	09/17/19	Beacon Day School	AUGUST 2019	0104632210	5875	TUITION	65.00
			AUGUST 2019	0104632210	5875	TUITION	2,260.72
						CHECK TOTAL:	2,325.72
00398980	09/17/19	Best Best & Krieger LL	AUGUST 2019	0104072000	5835	LEGAL EXPENSE	234.00
						CHECK TOTAL:	234.00
00398981	09/17/19	Copy & Print Center	OUTSIDE PRINTING	0105091012	4340	GENERAL SUPPLIES-NON INS	155.54
						CHECK TOTAL:	155.54
00398982	09/17/19	DawnSignPress	TEXTBOOKS	0102016300	4100	TEXTBOOKS	2,159.42
						CHECK TOTAL:	2,159.42
00398983	09/17/19	Diamond Fitness System	MISC REPAIR	0105011075	5690	MISC REPAIR	2,557.76
						CHECK TOTAL:	2,557.76
00398984	09/17/19	Durham School Services	8/6 - JACK HAMMET SPORT COMP	0105015030	5865	CHARTER BUS-ATHLETIC/FIE	220.80
			8/7 - FISHERMAN'S COVE	0105015030	5865	CHARTER BUS-ATHLETIC/FIE	158.09
			8/8 - OC FOOD BANK	0105015030	5865	CHARTER BUS-ATHLETIC/FIE	226.54
			8/9 - MUSEUM OF TOLERANCE	0105015030	5865	CHARTER BUS-ATHLETIC/FIE	469.42
			8/22 - LOWER PETERS CANTON	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	415.00
			8/27 - SANTA MARGARITA HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	545.00
			8/28 - CAPISTRANO VALLEY HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	75.00
			8/29 - TESORO HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	175.00
			8/29 - CAPISTRANO VALLEY HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	415.00
			8/31 - CERRITOS REGIONAL PARK	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	1,252.50
						CHECK TOTAL:	3,952.35
00398985	09/17/19	Fisher Science Educati	ALL OTHER LOCAL REVENUE	0105011012	4310	MATERIALS & SUPPLIES-INS	111.62
			ALL OTHER LOCAL REVENUE	0105011012	4310	MATERIALS & SUPPLIES-INS	130.69
			ALL OTHER LOCAL REVENUE	0105011012	4310	MATERIALS & SUPPLIES-INS	127.47
			ALL OTHER LOCAL REVENUE	0105011012	4310	MATERIALS & SUPPLIES-INS	75.43
						CHECK TOTAL:	445.21
00398986	09/17/19	Fisher Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	1,050.23
						CHECK TOTAL:	1,050.23
00398987	09/17/19	Home Depot	MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	1,076.42
			Bold Series 3.0 77.25 in wall	0102477408	4410	EQUIPMENT-NEW \$500-\$5000	1,797.02
						CHECK TOTAL:	2,873.44



Check Stock: 76

Check #	Registrar	Payee Name	Description	Key	Object	Object Description	Check Amount
00398988	09/17/19	Intermountain	AUGUST 2019	0104632210	5875	TUITION	1,460.00
			AUGUST 2019	0104632210	5889	OTHER THERAPY	8,060.00
			AUGUST 2019	0104632210	5898	AB3632 ROOM & BOARD	1,550.00
						CHECK TOTAL:	11,070.00
00398989	09/17/19		PARENT REIMBURSEMENT (LEGAL)	0104632900	5878	PARENT REIMBURSEMENT (LE	28,250.00
						CHECK TOTAL:	28,250.00
00398990	09/17/19		JULY 2019	0104632900	5878	PARENT REIMBURSEMENT (LE	900.00
			SEPTEMBER 2019	0104632900	5878	PARENT REIMBURSEMENT (LE	2,375.00
						CHECK TOTAL:	3,275.00
00398991	09/17/19	Maintex	OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	979.06
						CHECK TOTAL:	979.06
00398992	09/17/19	Mardan Center of Educa	JULY 2019	0104632210	5875	TUITION	6,801.48
			AUGUST 2019	0104632210	5875	TUITION	566.79
			JULY 2019 - SPEECH	0104632210	5875	TUITION	216.86
						CHECK TOTAL:	7,585.13
00398993	09/17/19	OCDE	OUTSIDE PRINTING	0102397406	5870	OUTSIDE PRINTING	969.75
						CHECK TOTAL:	969.75
00398994	09/17/19	Office Depot	GENERAL SUPPLIES-NON INSTRUCT	0104072000	4340	GENERAL SUPPLIES-NON INS	318.14
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	34.26
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	8.57
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	40.95
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	258.60
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	2,578.72
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	34.26
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	46.75
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	-20.00
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	-179.60
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	35.86
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	66.35
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	23.65
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	15.61
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	32.88
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	57.14
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	19.50
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	55.69
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	12.71
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	16.57
			GENERAL SUPPLIES-NON INSTRUCT	0108091005	4340	GENERAL SUPPLIES-NON INS	15.40

LAGUNA BEACH USD 09/17/19 Commercial Check Register All Entries Requested Page 3  
TUE, SEP 17, 2019, 8:32 AM --req: FXBOD0----leg: 76 ----loc: 94DISB-----job: 21613470 #J207--prog: BKS14 <1.3 >--report id: CKOCLIST  
Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			GENERAL SUPPLIES-NON INSTRUCT	0108091005	4340	GENERAL SUPPLIES-NON INS	53.16
			MATERIALS & SUPPLIES-INSTRUCT	0108091005	4340	GENERAL SUPPLIES-NON INS	27.14
						CHECK TOTAL:	3,612.31
00398995	09/17/19	Fitney Bowes	6/30/19 - 9/29/19	0105091012	5620	RENTAL EXPENSE	382.49
						CHECK TOTAL:	382.49
00398996	09/17/19	Southern Calif Gas Co.	AUGUST 2019	0102477409	5510	HEAT - UTILITIES	13.97
			AUGUST 2019	0102477409	5510	HEAT - UTILITIES	21.48
			AUGUST 2019	0106477409	5510	HEAT - UTILITIES	60.44
			AUGUST 2019	0108477409	5510	HEAT - UTILITIES	37.88
						CHECK TOTAL:	133.77
00398997	09/17/19	Southern California Ed	AUGUST 2019	0107477409	5520	LIGHT & POWER	4,964.83
			AUGUST 2019	0108477409	5520	LIGHT & POWER	3,128.20
						CHECK TOTAL:	8,093.03
00398998	09/17/19	THE AMONG COMPANY INC	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	1,232.00
						CHECK TOTAL:	1,232.00
00398999	09/17/19	THE PRENTICE SCHOOL	AUGUST 2019	0104632210	5875	TUITION	1,654.47
						CHECK TOTAL:	1,654.47
00399000	09/17/19	TLC Child & Family Ser	AUGUST 2019	0104632210	5889	OTHER THERAPY	1,005.48
						CHECK TOTAL:	1,005.48
00399001	09/17/19	Armstrong, Brian	8/22 - CHEF'S TRAINING	1305277426	5220	TRAVEL & CONFERENCE	61.48
						CHECK TOTAL:	61.48
00399002	09/17/19	Bread Artisan Bakery L	FOOD	1302277426	4700	FOOD	96.59
			FOOD	1302277426	4700	FOOD	72.16
						CHECK TOTAL:	168.75
00399003	09/17/19	Debra Appel	8/22 - CHEF'S TRAINING	1302277426	5220	TRAVEL & CONFERENCE	22.04
						CHECK TOTAL:	22.04
00399004	09/17/19	Drudy, Elizabeth	8/22 - CHEF'S TRAINING	1305277426	5220	TRAVEL & CONFERENCE	61.48
						CHECK TOTAL:	61.48
00399005	09/17/19	Gold Star Foods	FOOD	1302277426	4700	FOOD	68.02
			FOOD	1302277426	4700	FOOD	70.77
			FOOD	1302277426	4700	FOOD	354.37
			FOOD	1302277426	4700	FOOD	-4.98
						CHECK TOTAL:	488.18

Check Stock: 76

Check #	Registrar	Payee Name	Description	Key	Object	Object Description	Check Amount
00399006	09/17/19	Bauer, Kristin	8/22 - CHEF'S TRAINING	1306277426	5220	TRAVEL & CONFERENCE	61.48
						CHECK TOTAL:	61.48
00399007	09/17/19	Hollandia Dairy Inc	FOOD	1302277426	4700	FOOD	46.96
			FOOD	1302277426	4700	FOOD	163.25
			FOOD	1302277426	4700	FOOD	120.00
			FOOD	1302277426	4700	FOOD	114.20
			FOOD	1302277426	4700	FOOD	136.60
			FOOD	1302277426	4700	FOOD	115.07
			FOOD	1302277426	4700	FOOD	148.05
			FOOD	1302277426	4700	FOOD	86.46
			FOOD	1302277426	4700	FOOD	129.06
			FOOD	1302277426	4700	FOOD	143.05
						CHECK TOTAL:	1,202.70
00399008	09/17/19	State of CA Nutrition	FOOD	1302277426	4700	FOOD	960.45
						CHECK TOTAL:	960.45
00399009	09/17/19	STIX HOLDINGS LLC	FOOD	1302277426	4700	FOOD	105.75
			FOOD	1302277426	4700	FOOD	166.25
			FOOD	1302277426	4700	FOOD	117.50
						CHECK TOTAL:	389.50
00399010	09/17/19	SUNRISE PRODUCE	FOOD	1302277426	4700	FOOD	20.20
			FOOD	1302277426	4700	FOOD	213.81
			FOOD	1302277426	4700	FOOD	117.35
			FOOD	1302277426	4700	FOOD	122.11
			FOOD	1302277426	4700	FOOD	12.21
			FOOD	1302277426	4700	FOOD	147.90
			FOOD	1302277426	4700	FOOD	33.70
			FOOD	1302277426	4700	FOOD	-6.25
			FOOD	1302277426	4700	FOOD	-26.89
						CHECK TOTAL:	634.14
00399011	09/17/19	Syco Food Service of	FOOD	1302277426	4700	FOOD	333.36
			FOOD	1302277426	4700	FOOD	185.66
			FOOD	1302277426	4700	FOOD	-16.85
			FOOD	1302277426	4700	FOOD	-50.55
			FOOD	1302277426	4700	FOOD	-16.85
			FOOD	1302277426	4700	FOOD	-25.58
						CHECK TOTAL:	409.19
00399012	09/17/19	US Foodservice Inc.	FOOD	1302277426	4700	FOOD	541.12

LAGUNA BEACH USD 09/17/19 Commercial Check Register All Entries Requested Page 5  
TUE, SEP 17, 2019, 8:32 AM --reg: PERHDDO----leg: 76 ----loc: 94DISB----job: 21613470 #J207--prog: BK514 <1.3 >--report id: CKOCLIST

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	394.98
			FOOD	1302277426	4700	FOOD	62.62
			FOOD	1302277426	4700	FOOD	15.95
						CHECK TOTAL:	1,014.67
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	97,427.72

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00399013	09/18/19	ACTIVE INTERNET TECHNO	ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	25,800.00
						CHECK TOTAL:	25,800.00
00399014	09/18/19	AMPLIFIED IT LLC	CONSULTANTS-COMPUTER SERVICES	0113457175	5832	CONSULTANTS-COMPUTER SER	2,250.00
						CHECK TOTAL:	2,250.00
00399015	09/18/19	BrightView Landscape S	LANDSCAPE/IRRIGATION	0105477409	5680	LANDSCAPE/IRRIGATION	713.37
			LANDSCAPE/IRRIGATION	0105477409	5680	LANDSCAPE/IRRIGATION	3,411.98
			LANDSCAPE/IRRIGATION	0107477409	5680	LANDSCAPE/IRRIGATION	246.48
			LANDSCAPE/IRRIGATION	0108477409	5680	LANDSCAPE/IRRIGATION	431.34
						CHECK TOTAL:	4,803.17
00399016	09/18/19	Copy & Print Center	GENERAL SUPPLIES-NON INSTRUCT	0102172850	4340	GENERAL SUPPLIES-NON INS	134.69
						CHECK TOTAL:	134.69
00399017	09/18/19	Cox Communications	SEPTEMBER 2019	0100005090	8699	ALL OTHER LOCAL REVENUE	-1,162.50
			SEPTEMBER 2019	0113457175	5940	INTERNET CONNECTIVITY	11,428.05
			AUGUST 2019	0113457175	5940	INTERNET CONNECTIVITY	2,130.09
						CHECK TOTAL:	12,395.64
00399018	09/18/19	DeMoulin Bros. & Co.	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	1,216.95
						CHECK TOTAL:	1,216.95
00399019	09/18/19	EARTH NETWORKS	SUBSCRIPTIONS - ONLINE	0108011005	5813	SUBSCRIPTIONS - ONLINE	799.00
						CHECK TOTAL:	799.00
00399020	09/18/19	Follett Educational Se	TEXTBOOKS	0102016300	4100	TEXTBOOKS	70.99
						CHECK TOTAL:	70.99
00399021	09/18/19	Fratzka, Estes	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	85.98
			MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	105.43
						CHECK TOTAL:	191.41
00399022	09/18/19	KAP 7 INTERNATIONAL IN	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	310.32
			MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	2,833.83
			MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	166.17
			MATERIALS & SUPPLIES-INSTRUCT	0105315310	4310	MATERIALS & SUPPLIES-INS	561.14
						CHECK TOTAL:	3,871.46
00399023	09/18/19	Kenneth L. Nudleman, M	MISC OUTSIDE VENDOR	0110397140	5860	MISC OUTSIDE VENDOR	250.00
						CHECK TOTAL:	250.00
00399024	09/18/19	LEUSD Revolving Cash F	REFRESHMENTS - NOT FOOD SERV	0101377350	4325	REFRESHMENTS - NOT FOOD	5,111.39
			RENTAL EXPENSE	0101377350	5620	RENTAL EXPENSE	3,097.81

Check Stock: 76

Check #	Registrar	Payee Name	Description	Key	Object	Object Description	Check Amount
			BANK SRVC CHRG - AUG 2019	0102397400	5820	BANKING SERVICES	16.36
			MISC OUTSIDE VENDOR	0102477408	5860	MISC OUTSIDE VENDOR	289.00
			CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	384.42
						CHECK TOTAL:	8,897.98
00399025	09/18/19	New Haven Youth & Fam	AUGUST 2019	0104132750	5889	OTHER THERAPY	979.14
						CHECK TOTAL:	979.14
00399026	09/18/19	OCDE	OTHER LOCAL AGENCY FEES	0113457175	5852	OTHER LOCAL AGENCY FEES	20,515.00
			OTHER LOCAL AGENCY FEES	0113457175	5852	OTHER LOCAL AGENCY FEES	13,219.00
						CHECK TOTAL:	33,734.00
00399027	09/18/19	Pearson	SOFTWARE - INSTRUCTIONAL	0102016300	4315	SOFTWARE - INSTRUCTIONAL	223.42
			ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE	3,230.56
						CHECK TOTAL:	3,453.98
00399028	09/18/19	FITNEY BOWES GLOBAL FI	6/24/19 - 9/23/19	0106091008	5910	POSTAGE/DELIVERY	189.39
						CHECK TOTAL:	189.39
00399029	09/18/19	State of California	REGULATORY FEES	0102397400	5850	REGULATORY FEES	50.00
						CHECK TOTAL:	50.00
00399030	09/18/19	WATERFORD INSTITUTE IN	ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE	1,350.00
			CONSULTANTS-INSTRUCTIONAL	0113017175	5830	CONSULTANTS-INSTRUCTIONAL	2,695.00
						CHECK TOTAL:	4,045.00
00399031	09/18/19	WeVideo Inc.	ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE	6,897.00
						CHECK TOTAL:	6,897.00
00399032	09/18/19	William V MacGill & Co	GENERAL SUPPLIES-NON INSTRUCT	0107171005	4340	GENERAL SUPPLIES-NON IN	708.65
						CHECK TOTAL:	708.65
00399033	09/18/19	Montgomery Hardware Co	BUILDING IMPROVEMENTS	4006498440	6230	BUILDING IMPROVEMENTS	75,738.03
						CHECK TOTAL:	75,738.03
00399034	09/18/19	School Construction Co	ROOFING	4007498440	6209	ROOFING	200.00
						CHECK TOTAL:	200.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							186,676.48



Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00399035	09/19/19	ANCHOR ELECTRIC	ELECTRICAL REPAIRS	0105477408	5661	ELECTRICAL REPAIRS	6,282.00
						CHECK TOTAL:	6,282.00
00399036	09/19/19	Carolina Biological Su	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	99.83
						CHECK TOTAL:	99.83
00399037	09/19/19	CDW GOVERNMENT LLC	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	13.51
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	211.90
						CHECK TOTAL:	225.41
00399038	09/19/19	Cintas Corporation Loc	OTHER CUSTODIAL SUPPLIES	0106477409	4361	OTHER CUSTODIAL SUPPLIES	181.90
						CHECK TOTAL:	181.90
00399039	09/19/19	Dunn Edwards Paint	MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	87.89
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	164.82
						CHECK TOTAL:	252.70
00399040	09/19/19	Family Tree Optometric	JULY 2019	0104632900	5888	VISION THERAPY	240.00
						CHECK TOTAL:	240.00
00399041	09/19/19	Hackney, Pat	OTHER CUSTODIAL SUPPLIES	0102477409	4361	OTHER CUSTODIAL SUPPLIES	430.98
			GENERAL SUPPLIES-NON INSTRUCT	0105477408	4340	GENERAL SUPPLIES-NON INS	153.00
			GENERAL SUPPLIES-NON INSTRUCT	0105477408	4340	GENERAL SUPPLIES-NON INS	484.88
						CHECK TOTAL:	1,068.86
00399042	09/19/19	Hayden McNeil	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	404.33
						CHECK TOTAL:	404.33
00399043	09/19/19	Image IV	RENTAL EXPENSE	0107011005	5620	RENTAL EXPENSE	128.06
			RENTAL EXPENSE	0107011005	5620	RENTAL EXPENSE	424.69
						CHECK TOTAL:	552.75
00399044	09/19/19	Maintex	OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	3,316.43
			OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	734.23
			OTHER CUSTODIAL SUPPLIES	0107477409	4361	OTHER CUSTODIAL SUPPLIES	1,367.33
						CHECK TOTAL:	5,417.99
00399045	09/19/19	Manhattan Stitching	MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS	1,034.40
						CHECK TOTAL:	1,034.40
00399046	09/19/19	OCEAN Institute	5/8 - BEFORE THE MAST	0107015600	5860	MISC OUTSIDE VENDOR	897.00
						CHECK TOTAL:	897.00
00399047	09/19/19	Staples Advantage	GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	149.54

LAGUNA BEACH USD  
THU, SEP 19, 2019,

09/19/19

Commercial Check Register

All Entries Requested

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8:00 AM --req: JUPHAM----lag: 76 ----loc: 94DISB----job: 21621152 #J227--prog: BK314 <1.3 >--report id: CROCLIST

Check Stock: 76

Check #	Registrar	Payee Name	Description	Key	Object	Object Description	Check Amount
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	318.50
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	22.09
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	458.82
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	74.78
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	268.46
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	9.51
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	268.46
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	424.88
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	2.81
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	8.73
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	15.30
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	15.30
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	25.12
						CHECK TOTAL:	2,062.30
00399048	09/19/19	Ward's Natural Science	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	58.05
						CHECK TOTAL:	58.05
00399049	09/19/19	Econo Fence Inc.	SITE IMPROVEMENT	4208498800	6110	SITE IMPROVEMENT	14,705.00
			SITES & IMPROVEMENT OF SITES	4208498800	6110	SITE IMPROVEMENT	60,775.00
						CHECK TOTAL:	75,480.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							94,257.52

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00399050	09/23/19	AT&T	AUGUST 2019	0102477409	5920	TELEPHONE SERVICE	31.52
			AUGUST 2019	0106477409	5920	TELEPHONE SERVICE	15.15
						CHECK TOTAL:	46.67
00399051	09/23/19	Bell Electric	ELECTRICAL REPAIRS	0108477408	5661	ELECTRICAL REPAIRS	4,335.00
						CHECK TOTAL:	4,335.00
00399052	09/23/19	BERTRAND'S BORN IMPROV	DI ZHAO L5 FLUTE DE470BOF	0102011190	4410	EQUIPMENT-NEW \$500-\$5000	915.86
						CHECK TOTAL:	915.86
00399053	09/23/19	Capstone	ANNUAL SOFTWARE LICENSE FEE	0113015040	5805	ANNUAL SOFTWARE LICENSE	4,237.00
						CHECK TOTAL:	4,237.00
00399054	09/23/19	Certified Transportati	CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	734.00
						CHECK TOTAL:	734.00
00399055	09/23/19	Clovis Unified School	DUES & MEMBERSHIPS	0101377100	5310	DUES & MEMBERSHIPS	2,500.00
						CHECK TOTAL:	2,500.00
00399056	09/23/19	FileWave (USA) Inc.	ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	14,280.00
						CHECK TOTAL:	14,280.00
00399057	09/23/19	Gardner's Supply	Automatic Vent Opener Item #11	0107015040	4410	EQUIPMENT-NEW \$500-\$5000	126.69
						CHECK TOTAL:	126.69
00399058	09/23/19	HI-TECH Cabling Inc.	CONSULTANTS-COMPUTER SERVICES	0113457175	5832	CONSULTANTS-COMPUTER SER	585.00
						CHECK TOTAL:	585.00
00399059	09/23/19	Home Depot	MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	4,165.77
			Busky Industrial 52' drawer co	0102477408	4410	EQUIPMENT-NEW \$500-\$5000	1,021.58
						CHECK TOTAL:	5,187.35
00399060	09/23/19	J & D Avila LLC	OTHER MAINTENANCE SERVICES	0109397150	5692	OTHER MAINTENANCE SERVIC	600.00
						CHECK TOTAL:	600.00
00399061	09/23/19	Laguna Beach Water Dis	7/10/19 - 9/10/19	0102477409	5530	WATER - UTILITIES	133.50
						CHECK TOTAL:	133.50
00399062	09/23/19	PAPER RECYCLING AND SH	OTHER MAINTENANCE SERVICES	0101377100	5692	OTHER MAINTENANCE SERVIC	50.00
						CHECK TOTAL:	50.00
00399063	09/23/19	Really Good Stuff	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	277.75
						CHECK TOTAL:	277.75

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00399064	09/23/19	Rogers Athletic Compan	Trap Chute 16'	0105311075	4410	EQUIPMENT-NEW \$500-\$5000	2,408.41
						CHECK TOTAL:	2,408.41
00399065	09/23/19	Southern Calif Gas Co.	AUGUST 2019	0102477409	5510	HEAT - UTILITIES	14.30
			AUGUST 2019	0105477409	5510	HEAT - UTILITIES	15.32
			AUGUST 2019	0105477409	5510	HEAT - UTILITIES	37.88
			AUGUST 2019	0105477409	5510	HEAT - UTILITIES	89.14
						CHECK TOTAL:	156.64
00399066	09/23/19	Southern California Se	OTHER MAINTENANCE SERVICES	0102477408	5692	OTHER MAINTENANCE SERVIC	691.47
						CHECK TOTAL:	691.47
00399067	09/23/19	Southwest School and O	COPIER PAPER	0105011012	4312	COPIER PAPER	14,303.81
			COPIER PAPER	0105011012	4312	COPIER PAPER	-14,303.81
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	317.94
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	844.88
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	791.40
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	751.31
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	289.90
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	275.57
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	242.52
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	11.65
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	1,086.90
			COPIER PAPER	0105011012	4312	COPIER PAPER	1,939.50
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	32.28
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	677.27
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	122.19
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	20.05
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	58.36
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	-272.80
						CHECK TOTAL:	7,188.92
00399068	09/23/19	Tangram Interiors	EQUIPMENT-NEW >\$5000	0113018640	6410	EQUIPMENT-NEW >\$5000	18,441.09
						CHECK TOTAL:	18,441.09
00399069	09/23/19	TCI Teachers Curricula	TEXTBOOKS	0102016300	4100	TEXTBOOKS	159,270.65
						CHECK TOTAL:	159,270.65
00399070	09/23/19	TechSmart Inc	ANNUAL SOFTWARE LICENSE FEE	0113015040	5805	ANNUAL SOFTWARE LICENSE	26,500.00
			CONSULTANTS-INSTRUCTIONAL	0113015040	5830	CONSULTANTS-INSTRUCTIONAL	22,500.00
						CHECK TOTAL:	49,000.00
00399071	09/23/19	U.S. Bank National Ass	REFRESHMENTS - NOT FOOD SERV	0101377100	4220	OTHER BOOKS	180.84
			OTHER BOOKS	0101377100	4220	OTHER BOOKS	412.26

LAFONTA BEACE USD  
MON, SEP 23, 2019,

09/23/19

Commercial Check Register

All Entries Requested

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9:52 AM --req: RGHADG----leg: 76 ----loc: 94DISB----job: 21628550 #J203--prog: BK514 <1.3 >--report id: CNOCLIST

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			REFRESHMENTS - NOT FOOD SERV	0101377100	4325	REFRESHMENTS - NOT FOOD	164.54
			REFRESHMENTS - NOT FOOD SERV	0101377100	4325	REFRESHMENTS - NOT FOOD	548.47
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	135.10
			PUBLICATIONS & JOURNALS	0101377100	4365	PUBLICATIONS & JOURNALS	31.92
			TRAVEL & CONFERENCE	0101377100	5220	TRAVEL & CONFERENCE	650.00
			DOES & MEMBERSHIPS	0101377100	5310	DOES & MEMBERSHIPS	523.00
			REFRESHMENTS - NOT FOOD SERV	0101377350	4325	REFRESHMENTS - NOT FOOD	110.26
			REFRESHMENTS - NOT FOOD SERV	0101377350	4325	REFRESHMENTS - NOT FOOD	555.89
			GENERAL SUPPLIES-NON INSTRUCT	0101377350	4340	GENERAL SUPPLIES-NON INS	839.12
			MISC OUTSIDE VENDOR	0101377350	5860	MISC OUTSIDE VENDOR	61.60
			TRAVEL & CONFERENCE	0102014740	5220	TRAVEL & CONFERENCE	291.97
			REFRESHMENTS - NOT FOOD SERV	0102015380	4325	REFRESHMENTS - NOT FOOD	796.00
			GENERAL SUPPLIES-NON INSTRUCT	0102115398	4340	GENERAL SUPPLIES-NON INS	78.57
			REFRESHMENTS - NOT FOOD SERV	0102397406	4325	REFRESHMENTS - NOT FOOD	147.45
			REFRESHMENTS - NOT FOOD SERV	0104072000	4325	REFRESHMENTS - NOT FOOD	156.97
			MATERIALS & SUPPLIES-INSTRUCT	0104613150	4310	MATERIALS & SUPPLIES-INS	27.94
			GENERAL SUPPLIES-NON INSTRUCT	0104613150	4310	MATERIALS & SUPPLIES-INS	359.97
			TRAVEL & CONFERENCE	0105011012	5220	TRAVEL & CONFERENCE	1,295.00
			TRAVEL & CONFERENCE	0105011075	5220	TRAVEL & CONFERENCE	297.00
			REFRESHMENTS - NOT FOOD SERV	0105091012	4325	REFRESHMENTS - NOT FOOD	844.37
			GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	7.79
			GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	46.00
			GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	61.94
			TRAVEL & CONFERENCE	0105311080	5220	TRAVEL & CONFERENCE	9,000.00
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	103.93
			REFRESHMENTS - NOT FOOD SERV	0106011008	4325	REFRESHMENTS - NOT FOOD	204.60
			GENERAL SUPPLIES-NON INSTRUCT	0106011008	4340	GENERAL SUPPLIES-NON INS	90.36
			MISC OUTSIDE VENDOR	0106011008	5860	MISC OUTSIDE VENDOR	3,039.16
			REFRESHMENTS - NOT FOOD SERV	0106091008	4325	REFRESHMENTS - NOT FOOD	665.99
			GENERAL SUPPLIES-NON INSTRUCT	0106091008	4340	GENERAL SUPPLIES-NON INS	80.85
			REFRESHMENTS - NOT FOOD SERV	0107091005	4325	REFRESHMENTS - NOT FOOD	64.14
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	245.65
			REFRESHMENTS - NOT FOOD SERV	0108091005	4325	REFRESHMENTS - NOT FOOD	690.53
			REFRESHMENTS - NOT FOOD SERV	0108091005	4325	REFRESHMENTS - NOT FOOD	164.60
			GENERAL SUPPLIES-NON INSTRUCT	0108095600	4340	GENERAL SUPPLIES-NON INS	391.08
			OTHER BOOKS	0109397150	4220	OTHER BOOKS	91.60
			POSTAGE/DELIVERY	0109397150	5910	POSTAGE/DELIVERY	707.00
			OTHER BOOKS	0110397140	4220	OTHER BOOKS	62.88
			REFRESHMENTS - NOT FOOD SERV	0110397140	4325	REFRESHMENTS - NOT FOOD	444.64
			REFRESHMENTS - NOT FOOD SERV	0110397140	4325	REFRESHMENTS - NOT FOOD	62.08
			MISC OUTSIDE VENDOR	0110397140	5860	MISC OUTSIDE VENDOR	21.40
			TRAVEL & CONFERENCE	0113015040	5220	TRAVEL & CONFERENCE	35.05
			TRAVEL & CONFERENCE	0113015040	5220	TRAVEL & CONFERENCE	288.02
			TRAVEL & CONFERENCE	0113015040	5220	TRAVEL & CONFERENCE	354.86



Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			TRAVEL & CONFERENCE	0113015040	5220	TRAVEL & CONFERENCE	-264.27
			EQUIPMENT-NEW \$500-\$5000	0113018640	4320	COMPUTER SUPPLIES	2,354.29
			ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	255.96
						CHECK TOTAL:	27,778.37
00399072	09/23/19	VS Athletics	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	2,884.26
						CHECK TOTAL:	2,884.26
00399073	09/23/19	Waste Management of OC	AUGUST 2019	0102477409	5540	TRASH - UTILITIES	921.73
			AUGUST 2019	0105477409	5540	TRASH - UTILITIES	873.53
						CHECK TOTAL:	1,795.26
00399074	09/23/19	Western OC Self Funded	2019-2020 - 1st PREMIUM	0102017400	3601	WORKERS' COMP, CERTIFICATE	67,708.19
			2019-2020 - 1st PREMIUM	0102397400	3602	WORKERS' COMP, CLASSIFIED	33,348.81
						CHECK TOTAL:	101,057.00
00399075	09/23/19	WLC LLC	TRAVEL & CONFERENCE	0107011005	5220	TRAVEL & CONFERENCE	2,555.00
			TRAVEL & CONFERENCE	0108011005	5220	TRAVEL & CONFERENCE	2,675.00
						CHECK TOTAL:	5,230.00
00399076	09/23/19	U.S. Bank National Ass	GENERAL SUPPLIES-NON INSTRUCT	1302277426	4340	GENERAL SUPPLIES-NON INS	23.18
			FOOD	1302277426	4700	FOOD	48.96
			POSTAGE/DELIVERY	1302277426	5910	POSTAGE/DELIVERY	6.85
						CHECK TOTAL:	78.99
00399077	09/23/19	Innovative Metals Comp	ROOFING	4007498440	6209	ROOFING	25,584.33
						CHECK TOTAL:	25,584.33
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							435,574.21



Check Stock: 76

Check #	Registrar	Payee Name	Description	Key	Object	Object Description	Check Amount
00399078	09/24/19	ACSA	DUES & MEMBERSHIPS	0107091005	5310	DUES & MEMBERSHIPS	1,603.00
						CHECK TOTAL:	1,603.00
00399079	09/24/19	Adregeous	MISC OUTSIDE VENDOR	0107011005	5860	MISC OUTSIDE VENDOR	1,008.67
						CHECK TOTAL:	1,008.67
00399080	09/24/19	Cintas Corporation Loc	OTHER CUSTODIAL SUPPLIES	0107477409	4361	OTHER CUSTODIAL SUPPLIES	143.86
						CHECK TOTAL:	143.86
00399081	09/24/19	Costco	DUES & MEMBERSHIPS	0101377100	5310	DUES & MEMBERSHIPS	60.00
						CHECK TOTAL:	60.00
00399082	09/24/19	Durham School Services	AUGUST 2019	0102256700	5100	SUBAGREEMENTS FOR SERVIC	25,502.88
			AUGUST 2019	0102256700	5855	CHARTER BUS-HOME TO SCHO	6,443.56
			AUGUST 2019	0104256700	5100	SUBAGREEMENTS FOR SERVIC	6,417.32
						CHECK TOTAL:	38,363.76
00399083	09/24/19	Eastbay Inc.	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	2,495.12
						CHECK TOTAL:	2,495.12
00399084	09/24/19	Fisher Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	174.24
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	80.68
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	59.18
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	173.65
						CHECK TOTAL:	487.75
00399085	09/24/19	FIVE STAR TROPHIES	GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	59.26
						CHECK TOTAL:	59.26
00399086	09/24/19	Flyleaf Publishing LLC	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	5,679.39
						CHECK TOTAL:	5,679.39
00399087	09/24/19	Follett Educational Se	TEXTBOOKS	0102016300	4100	TEXTBOOKS	5,869.54
						CHECK TOTAL:	5,869.54
00399088	09/24/19	Follett School Solutio	TEXTBOOKS	0102016300	4100	TEXTBOOKS	528.40
						CHECK TOTAL:	528.40
00399089	09/24/19	Ganahl Lumber	MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	25.27
			MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	-204.71
			MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	34.52
			MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	115.73
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	114.50
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	159.35

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	101.30
						CHECK TOTAL:	345.96
00399090	09/24/19	Grainger	MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	405.00
						CHECK TOTAL:	405.00
00399091	09/24/19	Maintex	OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	303.53
			OTHER CUSTODIAL SUPPLIES	0106477409	4361	OTHER CUSTODIAL SUPPLIES	476.34
						CHECK TOTAL:	779.87
00399092	09/24/19		SEPTEMBER 2019	0109037150	3901	OTHER BENEFITS, CERTIFICA	8,047.83
			SEPTEMBER 2019	0109397150	3901	OTHER BENEFITS, CERTIFICA	8,047.84
						CHECK TOTAL:	16,095.67
00399093	09/24/19	Sparkletts	MISC OUTSIDE VENDOR	0102397400	5860	MISC OUTSIDE VENDOR	206.90
						CHECK TOTAL:	206.90
00399094	09/24/19	Systems Waterproofing	PAINTING	0105477408	5675	PAINTING	11,935.00
						CHECK TOTAL:	11,935.00
00399095	09/24/19	Woodwind & Brasswind	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INSTR	554.37
						CHECK TOTAL:	554.37
00399096	09/24/19	HEARTLAND SCHOOL SOLUT	MISC OUTSIDE VENDOR	1302277426	5860	MISC OUTSIDE VENDOR	538.00
						CHECK TOTAL:	538.00
00399097	09/24/19	Roesner, Anja	FOOD SERVICE SALES	1300007426	8634	FOOD SERVICE SALES	146.10
						CHECK TOTAL:	146.10
00399098	09/24/19	Tserendorj, Bayarmaa	FOOD SERVICE SALES	1300007426	8634	FOOD SERVICE SALES	11.70
						CHECK TOTAL:	11.70
00399099	09/24/19	Ruhnau Clarke Architec	ARCHITECTURAL DESIGN FEES	2505498410	6220	ARCHITECTURAL DESIGN FEE	350.00
						CHECK TOTAL:	350.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							87,667.32

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00399100	09/25/19	ACSA	DUES & MEMBERSHIPS	0113457175	5310	DUES & MEMBERSHIPS	1,525.00
						CHECK TOTAL:	1,525.00
00399101	09/25/19	CDW GOVERNMENT LLC	CONSULTANTS-COMPUTER SERVICES	0113457175	5832	CONSULTANTS-COMPUTER SER	4,000.00
						CHECK TOTAL:	4,000.00
00399102	09/25/19	Culver Newlin Inc.	CONTRACT SERVICES	0102477408	5610	CONTRACT SERVICES	175.00
						CHECK TOTAL:	175.00
00399103	09/25/19	Decking Systems Inc	CONTRACT SERVICES	0106477408	5610	CONTRACT SERVICES	1,000.00
						CHECK TOTAL:	1,000.00
00399104	09/25/19	Edgewood Press	MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	543.81
						CHECK TOTAL:	543.81
00399105	09/25/19	Gardner's Supply	Hobby Grower 8 x 12 Greenhouse	0107015040	4410	EQUIPMENT-NEW \$500-\$5000	1,210.57
			Shelf Kit Snap & Grow or Natur	0107015040	4410	EQUIPMENT-NEW \$500-\$5000	193.79
			Shipping, funded by SchoolPowe	0107015040	4410	EQUIPMENT-NEW \$500-\$5000	191.00
						CHECK TOTAL:	1,595.36
00399106	09/25/19	Handwriting Without Te	MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	3,641.11
						CHECK TOTAL:	3,641.11
00399107	09/25/19	HI-TECH Cabling Inc.	CONTRACT SERVICES	0107477408	5610	CONTRACT SERVICES	2,595.32
						CHECK TOTAL:	2,595.32
00399108	09/25/19	Home Depot	MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	91.43
						CHECK TOTAL:	91.43
00399109	09/25/19	Maintex	OTHER CUSTODIAL SUPPLIES	0106477409	4361	OTHER CUSTODIAL SUPPLIES	334.03
						CHECK TOTAL:	334.03
00399110	09/25/19	Peter Roche	ALL OTHER LOCAL REVENUE	0100000000	8699	ALL OTHER LOCAL REVENUE	91.03
						CHECK TOTAL:	91.03
00399111	09/25/19	Procure America Inc	JULY 2019 - TELECOM	0102477409	5831	CONSULTANTS-OTHER	1,354.34
			JULY 2019 - WIRELESS	0102477409	5831	CONSULTANTS-OTHER	112.32
						CHECK TOTAL:	1,466.66
00399112	09/25/19	Samueli Academy	TRF TO CS IN LIEU PROPERTY TX	0100000000	8096	TRF TO CS IN LIEU PROPER	8,620.00
						CHECK TOTAL:	8,620.00
00399113	09/25/19	SC Fuels	FUEL FOR VEHICLES	0102477408	4375	FUEL FOR VEHICLES	415.37
			FUEL FOR VEHICLES	0105477408	4375	FUEL FOR VEHICLES	318.73

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
CHECK TOTAL:							734.10
00399114	09/25/19	The LifeTrends Group T	RISK MANAGEMENT	0102477408	5670	RISK MANAGEMENT	1,817.00
			GENERAL SUPPLIES-NON INSTRUCT	0102477408	4340	GENERAL SUPPLIES-NON INS	245.55
CHECK TOTAL:							2,062.55
00399115	09/25/19	OLINE INC.	MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	389.74
CHECK TOTAL:							389.74
00399116	09/25/19	UPS Protection	ELECTRICAL REPAIRS	0106477408	5661	ELECTRICAL REPAIRS	3,207.04
CHECK TOTAL:							3,207.04
00399117	09/25/19	WAXIE SANITARY SUPPLY	Windsor Dominator 17 Gal 500 F	0102477408	4410	EQUIPMENT-NEW \$500-\$5000	4,715.25
CHECK TOTAL:							4,715.25
00399118	09/25/19	West Coast Fire & Inte	ALARM SERVICES	0106477409	5560	ALARM SERVICES	661.25
CHECK TOTAL:							661.25
00399119	09/25/19	WEST COAST LANYARDS IN	MISC OUTSIDE VENDOR	0106015455	5860	MISC OUTSIDE VENDOR	134.16
CHECK TOTAL:							134.16
00399120	09/25/19	MOBILE MODULAR MANAGEM	SEPTEMBER 2019	2506498410	5620	RENTAL EXPENSE	1,104.02
CHECK TOTAL:							1,104.02
00399121	09/25/19	Total Fence Solutions	SITE IMPROVEMENT	4205498800	6110	SITE IMPROVEMENT	7,675.00
CHECK TOTAL:							7,675.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							46,361.86

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00399122	09/26/19	ACSA Foundation Educa	DUES & MEMBERSHIPS	0104072000	5310	DUES & MEMBERSHIPS	1,525.00
			DUES & MEMBERSHIPS	0104132750	5310	DUES & MEMBERSHIPS	5,462.51
						CHECK TOTAL:	6,987.51
00399123	09/26/19	Air-Ex Air Conditionin	HVAC	0105477408	5660	HVAC	540.25
			HVAC	0107477408	5660	HVAC	359.92
			HVAC	0105477408	5660	HVAC	909.61
			HVAC	0105477408	5660	HVAC	765.20
			HVAC	0106477408	5660	HVAC	544.44
			HVAC	0106477408	5660	HVAC	270.13
						CHECK TOTAL:	3,389.55
00399124	09/26/19	Blue Shield of Califor	OCTOBER 2019	0102017400	3401	HEALTH & WELFARE, CERTIF	177,070.72
			OCTOBER 2019	0102397400	3402	HEALTH & WELFARE, CLASSIF	87,213.93
						CHECK TOTAL:	264,284.65
00399125	09/26/19	BrightBytes Inc.	ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE	6,200.00
						CHECK TOTAL:	6,200.00
00399126	09/26/19	Calcoast Team Sports I	GENERAL SUPPLIES-NON INSTRUCT	0102477408	4340	GENERAL SUPPLIES-NON INS	408.85
			GENERAL SUPPLIES-NON INSTRUCT	0102477408	4340	GENERAL SUPPLIES-NON INS	1,905.02
						CHECK TOTAL:	2,313.87
00399127	09/26/19	Culver Newlin Inc.	6 Smith System 25214 Butcher T	0106477408	4410	EQUIPMENT-NEW \$500-\$5000	1,268.76
			Smith System 11288 Demo Table	0106477408	4410	EQUIPMENT-NEW \$500-\$5000	1,315.63
			GENERAL SUPPLIES-NON INSTRUCT	0106477408	4410	EQUIPMENT-NEW \$500-\$5000	-0.01
						CHECK TOTAL:	2,584.38
00399128	09/26/19	Federal Express Corp	POSTAGE/DELIVERY	0104072000	5910	POSTAGE/DELIVERY	35.00
						CHECK TOTAL:	35.00
00399129	09/26/19	Ganahl Lumber	MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	8.70
			MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	9.24
						CHECK TOTAL:	17.94
00399130	09/26/19	Kaiser Foundation Heal	OCTOBER 2019	0102017400	3401	HEALTH & WELFARE, CERTIF	103,785.93
			OCTOBER 2019	0102017400	3401	HEALTH & WELFARE, CERTIF	3,165.72
			OCTOBER 2019	0102017400	3401	HEALTH & WELFARE, CERTIF	395.72
			OCTOBER 2019	0102397400	3402	HEALTH & WELFARE, CLASSIF	51,123.37
			OCTOBER 2019	0102397400	3402	HEALTH & WELFARE, CLASSIF	1,559.24
			OCTOBER 2019	0102397400	3402	HEALTH & WELFARE, CLASSIF	194.90
						CHECK TOTAL:	160,234.88
00399131	09/26/19	Konica Minolta	AUGUST 2019	0102397400	5650	SOFTWARE/COPIER MAINTENA	30.61



Check Stock: 76

Check #	Register	Payer Name	Description	Key	Object	Object Description	Check Amount
			AUGUST 2019	0102397400	5650	SOFTWARE/COPIER MAINTENA	47.66
			AUGUST 2019	0102397400	5650	SOFTWARE/COPIER MAINTENA	204.60
			AUGUST 2019	0102397400	5650	SOFTWARE/COPIER MAINTENA	373.08
			AUGUST 2019	0105091012	5650	SOFTWARE/COPIER MAINTENA	68.50
			AUGUST 2019	0105091012	5650	SOFTWARE/COPIER MAINTENA	145.63
			AUGUST 2019	0107091005	5650	SOFTWARE/COPIER MAINTENA	70.51
			AUGUST 2019	0108091005	5650	SOFTWARE/COPIER MAINTENA	164.10
						CHECK TOTAL:	1,104.69
00399132	09/26/19	KRAUSE, KIM	7/22-7/24 - STRENGTHS ACAD	0113015040	5220	TRAVEL & CONFERENCE	186.78
						CHECK TOTAL:	186.78
00399133	09/26/19	Maintax	OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	124.20
						CHECK TOTAL:	124.20
00399134	09/26/19	OCDE	AUGUST 2019	0104542110	7142	IAA-PAYMENTS TO COUNTY O	9,245.00
						CHECK TOTAL:	9,245.00
00399135	09/26/19	PACIFIC PLUMBING CONCA	BUILDING IMPROVEMENTS	0105497408	6230	BUILDING IMPROVEMENTS	22,272.00
						CHECK TOTAL:	22,272.00
00399136	09/26/19	Ruhnau Clarke Architec	CONSULTANTS-OTHER	0102477408	5831	CONSULTANTS-OTHER	3,750.00
						CHECK TOTAL:	3,750.00
00399137	09/26/19	Southpaw Enterprises	7000 Custom Support Structure	0104172525	6410	EQUIPMENT-NEW >\$5000	2,965.00
			7000-8 Splice PKG	0104172525	6410	EQUIPMENT-NEW >\$5000	325.00
			7004 Additional Feet	0104172525	6410	EQUIPMENT-NEW >\$5000	180.00
			7005 Custom expansion beams	0104172525	6410	EQUIPMENT-NEW >\$5000	1,155.00
			417012 Swivel Eyebolt Wrap (as	0104172525	6410	EQUIPMENT-NEW >\$5000	476.00
			7008 Upright Bolt Kit	0104172525	6410	EQUIPMENT-NEW >\$5000	180.00
						CHECK TOTAL:	5,281.00
00399138	09/26/19	Staples Advantage	PRINTERS <\$250 & INK/SUPPLIES	0102397406	4322	PRINTERS <\$250 & INK/SUP	311.07
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	155.03
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	17.34
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	28.94
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	45.30
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	126.02
						CHECK TOTAL:	683.70
00399139	09/26/19	Viloria, Jason	REFRESHMENTS - NOT FOOD SERV	0101377100	4325	REFRESHMENTS - NOT FOOD	86.54
						CHECK TOTAL:	86.54
00399140	09/26/19	Ward's Natural Science	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	138.76



Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
CHECK TOTAL:							138.76
00399141	09/26/19	West Coast Fire & Into	ALARM SERVICES	0106477409	5560	ALARM SERVICES	460.00
			ALARM SERVICES	0105477409	5560	ALARM SERVICES	1,720.00
CHECK TOTAL:							2,180.00
00399142	09/26/19	Rohnan Clarke Architec	PLANNING/ENGINEERING FEES	2506498410	6219	PLANNING/ENGINEERING FEE	18,180.00
CHECK TOTAL:							18,180.00
00399143	09/26/19	GCI Construction Inc.	CONTRACT SERVICES	4006478440	5610	CONTRACT SERVICES	14,272.41
			CONTRACT SERVICES	4006478440	5610	CONTRACT SERVICES	29,444.73
CHECK TOTAL:							43,717.14
00399144	09/26/19	Rohnan Clarke Architec	PLANNING/ENGINEERING FEES	4206498510	6219	PLANNING/ENGINEERING FEE	10,395.00
CHECK TOTAL:							10,395.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							563,392.59

Check Stock: 76

Check #	Registrar	Payee Name	Description	Key	Object	Object Description	Check Amount
00399145	09/27/19	Air-Ex Air Conditionin	EVAC	0105477408	5660	EVAC	454.51
			EVAC	0105477408	5660	EVAC	1,811.71
			EVAC	0106477408	5660	EVAC	162.08
			EVAC	0107477408	5660	EVAC	216.10
						CHECK TOTAL:	2,644.40
00399146	09/27/19	Certified Transportati	9/6 - ROSEBOWL	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	2,560.52
						CHECK TOTAL:	2,560.52
00399147	09/27/19	COAST TO COAST COMPUTE	PRINTERS <\$250 & INK/SUPPLIES	0105011012	4322	PRINTERS <\$250 & INK/SUP	2,104.02
						CHECK TOTAL:	2,104.02
00399148	09/27/19	Copy & Print Center	GENERAL SUPPLIES-NOW INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NOW INS	1,258.26
						CHECK TOTAL:	1,258.26
00399149	09/27/19	Everyday Speech LLC	SUBSCRIPTIONS	0107011005	4368	SUBSCRIPTIONS	199.00
						CHECK TOTAL:	199.00
00399150	09/27/19	Federal Express Corp	POSTAGE/DELIVERY	0104072000	5910	POSTAGE/DELIVERY	40.93
						CHECK TOTAL:	40.93
00399151	09/27/19	Flinn Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	89.91
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	40.30
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	242.00
						CHECK TOTAL:	372.21
00399152	09/27/19	Follett Educational Se	TEXTBOOKS	0102016300	4100	TEXTBOOKS	1,138.16
						CHECK TOTAL:	1,138.16
00399153	09/27/19	Ganahl Lumber	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	123.90
						CHECK TOTAL:	123.90
00399154	09/27/19	Gandar Publishing	TESTS/SCORING	0104613150	4330	TESTS/SCORING	820.46
						CHECK TOTAL:	820.46
00399155	09/27/19	Grainger	GENERAL SUPPLIES-NOW INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NOW INS	189.02
						CHECK TOTAL:	189.02
00399156	09/27/19	Houghton Mifflin Harco	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	151.28
						CHECK TOTAL:	151.28
00399157	09/27/19	Lakeshore Learning Mat	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	171.83
						CHECK TOTAL:	171.83

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00399158	09/27/19	Lordsburg Communicatio	OUTSIDE PRINTING	0110397140	5870	OUTSIDE PRINTING	102.93
						CHECK TOTAL:	102.93
00399159	09/27/19	Maintex	OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	58.65
						CHECK TOTAL:	58.65
00399160	09/27/19	PACIFIC PLUMBING COMPA	BUILDING IMPROVEMENTS	0105497408	6230	BUILDING IMPROVEMENTS	5,568.00
						CHECK TOTAL:	5,568.00
00399161	09/27/19	Riverside Insights	TESTS/SCORING	0104613150	4330	TESTS/SCORING	638.67
						CHECK TOTAL:	638.67
00399162	09/27/19	Rockwell Printing Inc.	TEXTBOOKS	0102016300	4100	TEXTBOOKS	2,298.83
						CHECK TOTAL:	2,298.83
00399163	09/27/19	SADDLEBACK CONSTRUCTIO	BUILDING IMPROVEMENTS	0105497408	6230	BUILDING IMPROVEMENTS	9,080.00
						CHECK TOTAL:	9,080.00
00399164	09/27/19	School Specialty Inc.	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	59.52
						CHECK TOTAL:	59.52
00399165	09/27/19	Southern California Se	OTHER MAINTENANCE SERVICES	0102477408	5692	OTHER MAINTENANCE SERVIC	558.56
						CHECK TOTAL:	558.56
00399166	09/27/19	SPEAR Sports Performan	8/26/19 - 9/6/19	0105315040	5860	MISC OUTSIDE VENDOR	940.00
						CHECK TOTAL:	940.00
00399167	09/27/19	State of CA/Department	AUGUST 2019	0110397140	5845	FINGER PRINTING	539.00
						CHECK TOTAL:	539.00
00399168	09/27/19	Varsity Spirit Fashion	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	802.20
			MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	94.28
						CHECK TOTAL:	896.48
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							32,514.63

## **Laguna Beach Unified School District**

### **12.h. CONSENT/ACTION**

**October 8, 2019**

**Approval: Agreement for the Renewal of Contracted Services with Barber and Gonzales Consulting Group to Provide Interest-Based Bargaining (IBB) Facilitation for District, CSEA, and LaBUFA Negotiations Teams with a Not-to-Exceed Amount of \$40,000**

#### **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 with Barber and Gonzales Consulting Group to provide Interest-Based Bargaining (IBB) facilitation for District, CSEA, and LaBUFA negotiations teams in a not-to-exceed amount of \$40,000.

#### **Background**

Interest-based bargaining is a negotiation style in which parties collaborate to find mutually beneficial solutions to problems. This strategy focuses on developing mutually beneficial agreements based on the interests of the parties. Interests include the needs, desires, concerns, and fears important to each side. IBB gives each party a better opportunity to solve complicated problems and build ongoing relationships that allow both sides to maximize interests. The District has utilized facilitation services from this consultant since 2017.

#### **Budget Impact**

This General Fund expenditure is budgeted not-to-exceed \$40,000.

#### **Recommended Action**

Staff recommends the Board of Education approve an agreement with Barber and Gonzales Consulting Group to provide Interest-Based Bargaining (IBB) facilitation for District, CSEA, and LaBUFA negotiations teams in a not-to-exceed amount of \$40,000.

## **CONSULTING AGREEMENT: Personal Services**

This AGREEMENT is made and entered into this 17th day of September, 2019 by and between Barber & Gonzales Consulting, hereinafter referred to as "Consultant" and the Laguna Beach Unified School District, hereinafter referred to as "District".

WHEREAS, the District is in need of special services and advice in administrative matters;  
and

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

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

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES to be provided by Consultant:

Preparation for and facilitation of the Interest Based Approach to collective bargaining / negotiations, as scheduled by the Superintendent or designated manager.

2. The Consultant will commence providing services under this AGREEMENT from October 1, 2019 to June 30, 2020. The Consultant will perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the direction of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

3. The District will prepare and furnish to the Consultant upon request such information, facilities, and materials as are reasonably necessary to the performance of the Consultant to this AGREEMENT.

4. The District shall pay the Consultant a total amount not to exceed \$40,000 (forty thousand dollars) for services and expenses rendered pursuant to this AGREEMENT. Consultant shall submit periodic invoices to the District reflecting such services and expenses. Invoices shall be submitted to the District 30 days in advance of each payment due date.

a. In particular to this AGREEMENT the parties are agreed to engage in a minimum of 1 days of preparation for negotiation with one bargaining unit and 9 days of actual, facilitated negotiations between both bargaining units. The parties are also agreed that with regard to the preparation stage of the



negotiations, per mutual design between the consultant and the District, the bargaining units may be mutually engaged/involved.

b. The parties are agreed that the Consultant may, at the discretion of the Consultant, sub-contract with other professional colleagues in order to provide supportive facilitative or consulting services in pursuit of the specific needs of the District in pursuit of the purposes of this AGREEMENT.

c. Rate structure: Lead Consultant/facilitator: \$2600 p/day; Support/Co Facilitator: \$1800.00 p/day; travel and associated expenses billed to District as incurred with receipts provided.

5. The District may at any time for any reason terminate this AGREEMENT and compensate the Consultant only for services rendered to the date of termination. Written notice by the Assistant Superintendent of Human Resources of the District shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three days after the day of mailing whichever is sooner.

6. There may occur rare occasions when the District should find it necessary to cancel an agreed to date(s) for services to be rendered by the Consultant. Should such cancellation occur within two weeks of the scheduled date(s) Consultant will be compensated for the cancelled dates at a rate of 50% of the ordinary daily rate of the Consultant. Should such cancellation occur within 7 days of the scheduled date(s) Consultant will be compensated in full for the cancelled date(s).

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

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

b. Liability for any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the negligent performance of services by the Consultant called for in this AGREEMENT, whether said injury or damage occurs either on or off District property, except for liability for



damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

In the event of the negligent performance of the services to be rendered by the Consultant per this AGREEMENT at Consultant's expense, cost, and risk the Consultant shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the District, its officers, agents, or employees

8. This AGREEMENT is not assignable without the written consent of the parties hereto.

9. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.

10. Consultant, if an employee of another public agency, certifies that Consultant 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.

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

CONSULTANT:

Barber & Gonzales Consulting

By: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Tax ID # \_\_\_\_\_

**DISTRICT:**

**Laguna Beach Unified School District**

**By: Leisa Winston,**

**Title: Deputy Superintendent, Human Resources and Instructional Services**

**Address: 550 Blumont Street, Laguna Beach, Ca 92651**

**Date: \_\_\_\_\_**

**District Board Approved: \_\_\_\_\_**

**Laguna Beach Unified School District**

**12.i. CONSENT/ACTION**

**October 8, 2019**

**Approval: Agreement for the Renewal of Contracted Services with Nicole Miller and Associates to Conduct Risk Management Investigations with a Not-to-Exceed Amount of \$75,000**

**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 the renewal of contracted services with Nicole Miller and Associates to conduct risk management investigations with a not-to-exceed amount of \$75,000.

**Background**

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

**Budget Impact**

This General Fund expenditure is budgeted at a not-to-exceed amount of \$75,000.

**Recommended Action**

Staff recommends the Board of Education approve an agreement for the renewal of contracted services with Nicole Miller and Associates to conduct risk management investigations with a not-to-exceed amount of \$75,000.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT  
(2019/20 School Year)

**SECURITY / INVESTIGATIONS CONSULTING AGREEMENT**

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

First	day of	July, 2019	
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by and between

Nicole Miller & Associates, Inc.
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Independent Contractor, hereinafter referred to as "Consultant" and the Laguna Beach Unified School District, hereinafter referred to as "District."

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

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

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

**WHEREAS** such services are needed on a limited basis;

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Nicole Miller & Associates, Inc.
----------------------------------

2. List of Other Supportive Staff or Consultants:

Nicole Miller, President & CEO Alyssa Jarvis, Senior Investigator Lisa Strachan, Senior Investigator Brittney Hamilton, Senior Investigator Tim Bernstein, Senior Investigator Steve Doan, Senior Investigator Jacqueline Lee, Lead Investigator Julianne Carew, Associate Investigator Jordan Ingram, Associate Investigator Stephanie Way, Associate Investigator Martin Hanneman, Security Operations, Director
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3. Consultant shall commence providing services under this AGREEMENT on:

Date:	July 1, 2019
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and shall diligently perform as specified and complete performance by:

Date:	June 30, 2020
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Consultant shall perform said services as an independent contractor calling and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

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

Provide administrative services required for investigative process.
---

5. District shall pay Consultant for services rendered satisfactorily \* Scope of Work Agreement for details - (\$150.00 hourly and not to exceed \$75,000 in total) Payment shall be made 30 days after receipt of invoice. Consultant shall submit an invoice to District for approval.
6. District may at any time for any reason terminate this AGREEMENT. Written notice by the Superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
  - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.
  - b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

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

Security & Investigative services

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

Specialized services are required on an as-needed basis.

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

none



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

Mark all items that are true for the intended Consultant:

- ☒ **No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- ☒ **No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- ☒ **Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- ☒ **Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- ☒ **Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- ☒ **Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- ☒ **Own Work Hours:** Consultant will establish work hours for the job.
- ☒ **Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- ☒ **Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- ☒ **Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- ☒ **No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- ☒ **Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- ☒ **Business Expenses:** Consultant is responsible for incidental or special business expenses.
- ☒ **Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- ☒ **Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- ☒ **Possible Profit or Loss:** Consultant does these (check valid items):
  - ☒ Hires, directs, pays assistants
  - ☒ Has equipment, facilities
  - ☒ Has a continuing and recurring liability
  - ☒ Performs specific jobs for prices agreed-upon in advance
  - ☐ Lists services in Business Directory
  - ☐ Other (explain) \_\_\_\_\_
- ☒ **Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- ☐ **Services Available to the General Public** (check valid items):
  - ☐ Maintains an office
  - ☐ Business license
  - ☐ Business signs
  - ☐ Advertises services
  - ☐ Lists services in Business Directory
  - ☐ Other (explain) \_\_\_\_\_
- ☐ **Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- ☒ **No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

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

<b>CONSULTANT:</b>	<b>DISTRICT:</b>
Typed Name: Nicole Miller, President/CEO	
Nicole Miller & Associates	Laguna Beach Unified School District
Authorized Signature:	Authorized Signature:
Street Address:	Street Address:
905 Calle Negocio, #74182	
City, State, Zip Code	City, State, Zip Code
San Clemente, CA 92673	
Date:	Date:

**Mark Appropriately:**

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

**Social Security Number** or **Federal Identification Number**

	46-2531296
--	------------

**Telephone Number:**

**E-mail Address:**

(949) 310-7645	nmiller@nmillerinv.com
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If a corporation is being approved, the signature must be that of a responsible person. Typed corporation name must be identical to that on front page.

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

**DISTRICT ADMINISTRATOR:**

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

Signature:		Date:	
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**Laguna Beach Unified School District**

**12.j. CONSENT/ACTION**

**October 8, 2019**

**Approval: Independent Contractor Agreement with Dennis R. Parker to Provide Professional Development for Thurston Middle School Staff in an Amount Not-to-Exceed \$2,500**

**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 Dennis R. Parker to provide professional development for Thurston Middle School staff in an amount not-to-exceed \$2,500.

**Background**

Dennis Parker brings a broad range of field experiences as a high school and college teacher, elementary resource teacher, district bilingual program director, and pre-school principal. He has consulted for schools and districts all over the US. In addition, he holds credentials for teaching, administration, and bilingual-crosscultural education as well as a Master's degree in Applied Linguistics and graduate work in Multicultural Education. For 20 years, he served as both consultant and administrator at the California Department of Education. There he worked on initiatives related to bilingual education, the School Improvement Program, Reading / Language Arts, school coaching, Title I, and programs related to low-performing schools.

Mr. Parker will provide student engagement strategies to staff as part of the secondary professional minimum days in October 2019.

**Budget Impact**

The budget impact is not-to-exceed \$2,500 to be paid through site funds.

**Recommended Action**

Staff recommends the Board of Education approve an Independent Contractor Agreement with Dennis R. Parker to provide professional development for Thurston Middle School staff in an amount not-to-exceed \$2,500.

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Laguna Beach Unified School District, hereinafter referred to as "District," and Dennis R. Parker, Education Consultant, 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. Services to be provided by Contractor. Contractor shall provide to District the following services: One day professional development on best classroom practices related to increasing student engagement at Thurston Middle School on October 16, 2019.

Contractor shall commence providing Services under this Agreement upon  
and will diligently perform as required and complete  
performance by October 16, 2019.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed \$2,500.00. District shall pay Contractor according to the following terms and conditions: Upon completion of services and receipt of invoice.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.

5. Independent Contractor. Contractor, in the performance of 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. Materials. 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. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (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. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any 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. Insurance. 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	<u>\$1,000,000</u>
(4)	General Aggregate	<u>\$2,000,000</u>

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. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

12. Compliance with Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, 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. Tuberculosis Testing. 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. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

14. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

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

18. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third

day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

District:

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

Contractor: (Name and Address)

Dennis R. Parker  
Educational Consultant  
11656 County Road 92B  
Zamora, CA 92698

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. Headings. 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. Counterparts. 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. Authorized Signatures. 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.

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019.

Laguna Beach Unified School District  
District Name

Dennis R. Parker  
Contractor Name

By: \_\_\_\_\_

By: \_\_\_\_\_

Jason Vilorja, Ed.D.  
Typed Name

Dennis R. Parker  
Typed Name

Title: Superintendent of Schools

Title: Educational Consultant



**Laguna Beach Unified School District**

**12.k. CONSENT/ACTION**

**October 8, 2019**

**Approval: Independent Contractor Agreement with Kelly Gallagher, Educational Consultant and High School English Teacher to Provide Professional Development for ELA/ELD Teachers in an Amount Not-to-Exceed \$1,000**

**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 Kelly Gallagher to provide professional development for middle and high school ELA/ELD teachers in an amount not-to-exceed \$1,000.

**Background**

Kelly Gallagher, secondary ELA educator at Magnolia High School in Anaheim and author of several books, including his latest, *180 Days*, will join the LBHS and Thurston Middle School ELA teams to discuss various practices he uses with great success in the classroom. A proponent of independent reading, book clubs, and student choice in writing, Mr. Gallagher believes that to prepare students for the rigor of higher education, students need to increase volume in both reading and writing and be given agency in their learning. Staff have previously observed his class to gain a better understanding of his instructional strategies.

**Budget Impact**

The budget impact is not-to-exceed \$1,000 to be paid through site funds.

**Recommended Action**

Staff recommends the Board of Education approve an Independent Contractor Agreement with Kelly Gallagher to provide professional development for middle and high school ELA/ELD teachers in an amount not-to-exceed \$1,000.



## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Laguna Beach Unified School District, hereinafter referred to as "District," and Gallagher & Associates, Inc., dba Kelly Gallagher, 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. Services to be provided by Contractor. Contractor shall provide to District the following services: Contractor will provide professional development by Kelly Gallagher to the ELA/ELD teachers at Laguns Beach High School on October 17, 2019.

2. Term. Contractor shall commence providing Services under this Agreement upon Board Approval on October 8, 2019, and will diligently perform as required and complete performance by October 17, 2019.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed \$1,000.00. District shall pay Contractor according to the following terms and conditions: Upon completion of services and receipt of invoice.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.

5. Independent Contractor. Contractor, in the performance of 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. Materials. 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. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (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. **Hold Harmless.** Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any 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. **Insurance.** 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	<u>\$1,000,000</u>
(4)	General Aggregate	<u>\$2,000,000</u>

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. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

12. Compliance with Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, 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. Tuberculosis Testing. 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. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

14. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

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

18. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third



day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

**District:**

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

**Contractor:**

Gallagher & Associates, Inc.  
dba Kelly Gallagher  
1222 La Limonar Road  
Santa Ana, CA 92705

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. Headings. 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. Counterparts. 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. Authorized Signatures. 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.

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019.

Laguna Beach Unified School District  
District Name

Gallagher & Associates, Inc., dba Kelly Gallagher  
Contractor Name

By: \_\_\_\_\_

By: \_\_\_\_\_

Jason Vilorio, Ed.D.  
Superintendent of Schools

Kelly Gallagher  
Educational Consultant

## **Laguna Beach Unified School District**

### **12.1. CONSENT/ACTION**

**October 8, 2019**

**Approval: Independent Contractor Agreement with Thomas Herman, Ph.D., of San Diego State University to Provide Professional Development for Thurston Middle School Staff in an Amount Not-to-Exceed \$500**

#### **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 Thomas Herman, Ph.D., to provide professional development for the History/Social Studies staff at Thurston Middle School in an amount not-to-exceed \$500.

#### **Background**

Dr. Herman is the Director of the California Geographic Alliance and an adjunct faculty member at San Diego State University. In his role at the California Geographic Alliance, he advocates for geography education, raises awareness of the importance of geographical knowledge and skills for our society, and supports K-12 teachers in providing high quality educational experiences that build geo-literacy in students.

Staff propose that Dr. Herman present to Thurston social studies staff on geography and geographic thinking in the History-Social Science Framework. The presentation will focus on disciplinary perspectives and content knowledge, and provide connection to a variety of resources for inquiry-based instruction.

#### **Budget Impact**

The budget impact is not-to-exceed \$500 to be paid through site funds.

#### **Recommended Action**

Staff recommends the Board of Education approve an Independent Contractor Agreement with Thomas Herman, Ph.D., to provide professional development for the History/Social Studies staff at Thurston Middle School in an amount not-to-exceed \$500.

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Laguna Beach Unified School District, hereinafter referred to as "District," and Thomas Herman, Ph.D. Director, California Geographic Alliance, San Diego State University, 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. Services to be provided by Contractor. Contractor shall provide to District the following services: Contractor will present to History/Social Science teachers at Thurston Middle School on Geography and the new H/SS Framework on October 16, 2019.

2. Term. Contractor shall commence providing Services under this Agreement upon Board Approval on October 8, 2019, and will diligently perform as required and complete performance by October 16, 2019.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed \$500.00. District shall pay Contractor according to the following terms and conditions: Upon completion of services and receipt of invoice.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.

5. Independent Contractor. Contractor, in the performance of 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. Materials. 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. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (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. **Hold Harmless.** Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any 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. **Insurance.** 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	<u>\$1,000,000</u>
(4)	General Aggregate	<u>\$2,000,000</u>

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. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

12. Compliance with Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, 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. Tuberculosis Testing. 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. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

14. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

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

18. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third

day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

**District:**

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

**Contractor: (Name and Address)**

Thomas Herman, Ph.D.  
Director, California Geographic Alliance  
San Diego State University  
San Diego, CA 92182

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. **Headings.** 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. **Counterparts.** 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. **Authorized Signatures.** 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.

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019.

Laguna Beach Unified School District  
District Name

Thomas Herman, Ph.D.  
Contractor Name

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Thomas Herman, Ph.D.  
Title: Director, CA Geographic Alliance



## **Laguna Beach Unified School District**

### **12.m. CONSENT/ACTION**

**October 8, 2019**

**Approval: Memorandum of Understanding Between WestEd and Laguna Beach Unified School District for Administration of the Biannual California Healthy Kids Survey During the 2019-2020 School Year**

#### **LCAP Priority Alignment**

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

#### **Proposal**

Staff proposes that the Board of Education approve a Memorandum of Understanding (MOU) between WestEd and Laguna Beach Unified School District (LBUSD) for the administration of the California Healthy Kids Survey (CHKS) for students in grades 7, 9, and 11. This survey is part of the comprehensive Cal-SCHLS data system, developed by WestEd under contract with the California Department of Education.

#### **Background**

The California Healthy Kids Survey (CHKS) is administered as part of the requirements for the Tobacco Use Prevention Education (TUPE) grant every two years. The data received from the anonymous student survey given to 7th, 9th, and 11th graders helps staff to identify an array of critical school climate indicators, including perceptions of safety, connections with staff, motivation toward school, health, and alcohol, tobacco, and other drug use and perceptions. The data provides reliable and valid periodic measurement of school climate strengths and areas of need to better serve and support students' social-emotional development, health, and physical development. Additionally, the data assists staff in understanding student attitudes and perceptions regarding school and community issues. The data will also be used to help meet the Local Control Accountability Plan requirements and provide additional insights to drive goal development.

#### **Budget Impact**

There will be no budget impact to LBUSD. The cost of this MOU will be covered by the Orange County County Department of Education as a member district participating in the TUPE Grant consortium within Orange County.



**Recommended Action**

Staff recommends the Board of Education approve the MOU between WestEd and Laguna Beach Unified School District for the administration of the California Healthy Kids Survey for students in grades 7, 9, and 11 during the 2019-2020 school year.

# *school climate health & learning*

## CALIFORNIA SURVEY SYSTEM

### MEMORANDUM OF UNDERSTANDING • 2019/20 SCHOOL YEAR

DISTRICT NAME: Laguna Beach Unified School District

This agreement outlines conditions to be met by the above named district (the "District") and WestEd as they relate to access to and the administration of the California Healthy Kids Survey (CHKS), the California School Staff Survey (CSSS), and the California School Parent Survey (CSPS), which are part of the comprehensive CalSCHLS data system, developed by WestEd under contract with the California Department of Education (CDE). Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.

#### I. DISTRICT AGREES TO:

- **Coordination.** Provide one district-level contact person for each participating district.
- **Surveys.** Administer each CalSCHLS survey selected by District (CHKS, CSSS, and/or CSPS) according to the procedures in the CalSCHLS Administration Instructions. Ensure that each survey administered is the most recent version.
- **Data Submission and Report Preparation.** Notify CalSCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.

#### CALIFORNIA HEALTHY KIDS SURVEY (CHKS) ADMINISTRATION

- **Grades and Schools.** Survey Grades 3 through 12 as appropriate within the District. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and passive parental consent with Grade 7 and above.
  - Follow written school board policy for active and/or passive consent and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers/proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.

#### CALIFORNIA SCHOOL STAFF SURVEY (CSSS) ADMINISTRATION

- Ensure that all staff at participating schools have the opportunity to complete the online survey (CSSS) at each school and for each grade level.

#### CALIFORNIA SCHOOL PARENT SURVEY (CSPS) ADMINISTRATION

- Coordinate with CalSCHLS staff regarding the administration of online and paper parent survey materials.

- Administer the CSPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Each family (parent/guardian/caregiver) should complete only one survey per school regardless of number of children enrolled in that school.

## **PAYMENT**

Make payment of all CalSCHLS fees, at the current rates for the applicable school year within thirty (30) days of completion of services and receipt of deliverables. See attached fee schedule for the 2019-2020 school year.

## **II. WESTED AGREES TO PROVIDE:**

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system or master copies of the survey instrument with scantrons and materials.
- Access to the CSSS online system.
- Access to the CSPS online system and master copy of the survey instrument for paper administration.
- Access to the CalSCHLS System website (calschls.org).
- Access to the integrated CalSCHLS Administration Instructions on each of the survey websites, which shall cover the tasks that need to be performed in conducting the surveys, and provide step-by-step instructions to District staff with responsibility for coordinating the survey.
- Access to the CalSCHLS Administration PowerPoint presentation, which shall be posted on the CalSCHLS website.
- Monthly editions of the School Climate Connection Newsletter during the school year.
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

## **III. ACCESS**

Under the Public Records Act, any third-party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

CalSCHLS Regional Center staff post CalSCHLS reports (CHKS and CSSS) to the CalSCHLS System websites in November of the year following survey administration.

## **IV. CONFIDENTIALITY AGREEMENT**

Districts agreeing to administer any of the CalSCHLS surveys (CHKS, CSSS, and CSPS), understand that data will be subject to the conditions stated above. Once produced, district-level reports will be available to outside agencies via the website or upon request, and raw data may be provided to public and research agencies for analysis under strict conditions of confidentiality.

District further agrees to use the CalSCHLS surveys only for use in its own district, and only for so long as this MOU is in effect. Upon expiration or termination of this MOU, District agrees to return all CalSCHLS materials to WestEd or CDE.

## V. GENERAL TERMS AND CONDITIONS

- a. Terms. This MOU is effective on September 1, 2019 and expires on August 31, 2020.
- b. Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.
- c. Severability. The provision of this MOU are severable and the unenforceability of any provision of this MOU shall not affect the enforceability of any other provision hereof.
- d. Limitation of Liability. Each party shall bear all costs, risk, and liabilities incurred by it arising out of its obligations and efforts under this MOU. Neither party shall have any right to reimbursement, payment or compensation of any kind from the other party, unless expressly agreed to in writing.
- e. Indemnification. District shall defend, indemnify, and hold WestEd, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

WestEd shall defend, indemnify, and hold District, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of WestEd, its officers, agents, or employees.

- f. Dispute resolution. District and WestEd shall exercise commercially reasonable efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The parties shall discuss any Dispute no later than thirty (30) days after either party gives written notice to the other party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.
- g. Assignment. District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.
- h. Execution. This MOU has been negotiated by all parties and shall not be strictly construed against the parties. This MOU may be executed in one or more original, electronic, or faxed counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

## California Survey Administration Fees 2019-2020

### All Fees Based on CDE Subsidized Rate

*Questions? Call our toll-free CalSCHLS Helpline at 888.841.7536*

#### ❖ ❖ New for 2019-2020 ❖ ❖

#### **Password Protected Data Dashboard\* – \$75 per eligible school**

Districts may purchase a two-year subscription to a password protected, private data dashboard that displays up to six years of CalSCHLS data at the district-level and individual school level at the subsidized rate of \$75 per eligible school.

	CHKS Student	CSSS Staff	CSPS Parent
<b>Survey Set-up Fee* – per survey type</b>	<b>\$150</b>	<b>\$150</b>	<b>\$150</b>
<b>Enrollment Fee – per student enrolled</b>	<b>\$0.40</b>		
<b>Paper Processing Fee – per parent paper copy returned for processing</b>			<b>\$0.40</b>
<b>Supplementary Modules – each supplemental module</b>	<b>\$100</b>	<b>\$100</b>	<b>\$100</b>
<b>School Reports – per school</b>	<b>\$75</b>	<b>\$75</b>	<b>\$75</b>
<b>School Climate Report Card – per eligible school</b>	<b>\$75</b>		
<b>District Climate Report Card – free if all eligible schools ordered</b>	<b>\$250</b>		
<b>County Climate Report Card</b>	<b>\$750</b>		
<b>District Raw Data – per data set</b>	<b>\$75</b>	<b>\$75</b>	<b>\$75</b>
<b>County-Wide Raw Data – per data set</b>	<b>\$500</b>	<b>\$500</b>	<b>\$500</b>
<b>County-Wide Report – per report</b>	<b>\$500</b>	<b>\$500</b>	

\* If you are a district surveying less than 100 students, please contact your regional center for specific survey costs.

#### Custom Services

**Custom Modules – \$200 development fee for every three questions or fraction thereof; \$100 subsequent use of same module (with no changes)**

**Custom Workshops – \$125 per hour (preparation, travel, and presentation time), plus travel expenses**

**Other Custom Requests – \$100 per hour**



By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

---

District Representative:

WestEd Staff:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

## **Laguna Beach Unified School District**

### **13. INFORMATION**

**October 8, 2019**

#### **First Quarter Report of Uniform Complaints for the Williams Case Settlement**

##### **LCAP Priority Area**

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

##### **Proposal**

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

##### **Background**

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

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

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

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

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

The District's report is as follows:

Report Period:	<u>Quarter #1 - July 1 to September 30, 2019</u>
Number of Complaints Received:	None
Nature of Complaints:	N/A
Resolution of Complaints:	N/A
Report to Board of Education:	October 8, 2019

**Budget Impact**

There is no budget impact to this item.

**Recommended Action**

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

## **Laguna Beach Unified School District**

### **14. INFORMATION**

**October 8, 2019**

#### **LBUSD Safety Update**

##### **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 information related to safety enhancements the district has accomplished over the past few years and next steps.

##### **Background**

Safety is a top priority in our district. Over the past few years, several upgrades and enhancements have been incorporated as part of our overall district safety program. Staff will review the information and take questions/feedback at the end of the presentation.

##### **Budget Impact**

There is no budget impact for this report.

##### **Recommended Action**

No action is required.

## **Laguna Beach Unified School District**

### **15. ACTION**

**October 8, 2019**

**Approval: Memorandum of Understanding between Capistrano Unified School District and Laguna Beach Unified School District for Adult Transition Special Education Services**

#### **LCAP Priority Alignment**

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 the Board of Education approve the Memorandum of Understanding between the Capistrano Unified School District and the Laguna Beach Unified School District for adult transition special education services.

#### **Background**

The Laguna Beach Unified School District Special Education Department has consistently worked with SELPA staff and Saddleback Valley Unified School District on behalf of students ages 18 to 21 requiring adult transition services. These students are on a Certificate of Educational Completion track and often attend Laguna Beach High School through their senior year. Over the last three years, staff have worked with the SELPA in an effort to enhance their adult transition program by creating additional options for students who are able to attend community college with support for one or two classes. Despite improvement in the program, the SVUSD options continue to be limited to serve the needs of LBUSD students.

The Capistrano Unified School District Transition Program provides more appropriate options for LBUSD students, therefore, District staff collaborated with CUSD to develop a partnership that would permit District students to attend their adult transition program should the IEP team believe that CUSD's adult transition program is the most appropriate placement. The costs associated with a CUSD placement are the same as the costs for placing a student at SVUSD.

#### **Budget Impact**

Program cost per month per student is \$2,498.16. Additional costs will be accrued should student require specialized services including but not limited to speech and language, 1:1 instructional assistance, visually impaired services, hearing impaired services, audiology or orientation and mobility services.



**Recommended Action**

Staff recommends the Board of Education approve the Memorandum of Understanding between Capistrano Unified School District and Laguna Beach Unified School District for for adult transition special education services.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CAPISTRANO UNIFIED SCHOOL  
DISTRICT AND LAGUNA BEACH UNIFIED  
SCHOOL DISTRICT FOR SPECIAL EDUCATION  
SERVICES**

This Agreement is made by and between the Capistrano Unified School District (CUSD also referred to herein as the Provider District) and the Laguna Beach Unified School District (LBUSD also referred to herein as the Sending District). CUSD and LBUSD are also referred to individually as Party, and collectively as Parties. This Agreement is based upon the following factual recitals:

**RECITALS**

WHEREAS, Education Code §§ 56195.1 and 56195.5 authorize school districts and special education local plan areas (SELPAs) to enter into agreements to provide for the education of special education students who may reside in other districts or counties;

WHEREAS, Education Code § 56041 provides that, except for those students meeting residency requirements for school attendance specified in Education Code section 48204(a), the district of residence responsible for providing special education and related services to students between the ages of 18-22 years, inclusive, shall be the last district of residence in effect prior to the student attaining the age of majority for non-conserved pupils, as long as and until the parent or parents relocate to a new district of residence, at which time the new district of residence shall become the responsible local educational agency;

WHEREAS, Education Code section 56028 defines a "parent" as a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, including a court appointed responsible adult and further provides that the court appointed responsible adult shall be determined to be the "parent" for purposes of determining residency under Education Code section 48200 et. seq.;

WHEREAS, Students are 18+ year old conserved adult students (Students) eligible for special education and related services under the Individuals with Disabilities Education Act (IDEA);

WHEREAS, Students parents reside within the boundaries of LBUSD which the Parties believe to be Students district of residence;

WHEREAS, Student currently resides in parent's home and parent desires student to attend school within the boundaries of CUSD;

WHEREAS, the Parties wish to enter into this Agreement regarding the provision of special education and related services for Students.

**NOW, THEREFORE, CUSD and LBUSD agree as follows:**

1. Recitals

The recitals stated above are incorporated into this Agreement.

2. Term of Agreement

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

3. Educational Placement and Services

The Parties agree that Students will be enrolled in an adult transition program within CUSD. CUSD agrees to implement Students Individualized Education Program (IEP) developed by LBUSD, including all related services, and provide Students with a free appropriate public education during the time that Students are enrolled in a CUSD educational program.

In the event CUSD determines it is no longer able to implement Students IEP or to continue to provide Students special education and related services, CUSD shall immediately notify LBUSD of its intent to terminate this MOU, by sending a letter to LBUSD's Director of Special Education and SELPA Operations and this MOU will be considered terminated 60 days following such notification. In the event LBUSD wishes to terminate this MOU, written notice must be provided to CUSD's Assistant Superintendent, SELPA and Special Education Operations and 60 days following such notification this MOU will be considered terminated.

In the event any Student moves out of LBUSD's boundaries, LBUSD shall immediately notify CUSD of Student's change in residence.

4. Annual and Triennial IEP Meetings

CUSD shall notify LBUSD of Students IEP meetings (Student/school request, annual, and triennial review IEP team meetings) by e-mail to LBUSD's Director of Special Education with at least two weeks' advance notice, and LBUSD will provide a representative to participate in the development of the IEP (telephonically or in person). For any change in services specified on the current IEP, a LBUSD representative who is authorized to approve or disapprove the allocation of specified LBUSD resources necessary for the implementation of the IEP shall be involved in the development of the IEP. LBUSD will complete assessments/evaluations required for Students triennial assessment/IEP. CUSD will participate and collaborate in the assessment process. If Students request assessment outside this triennial assessment, CUSD will inform LBUSD within two days of the request by notifying LBUSD's Director of Education via e-mail.

5. Due Process Proceedings

If Student or their court appointed responsible adult contests the termination of services by initiating a due process proceeding with the Office of Administrative Hearing (OAH), CUSD will abide by the "stay-put" requirement of state and federal law unless the Students or their court appointed responsible adult agree otherwise or an interim alternative educational placement is deemed lawful and appropriate by LBUSD or OAH.

Upon request by LBUSD, CUSD will fully participate in special education due process proceedings including mediations and hearings, as requested by LBUSD. Full participation shall include, but in no way limited to, cooperating with LBUSD representatives to provide all documentation that pertains to CUSD's adult transition program and/or the implementation of Students IEP.

#### 6. Payment for Educational Placement and Services

LBUSD agrees to fund Student's educational placement and services within CUSD. LBUSD agrees to pay CUSD as follows:

- a. Placement and Services: LBUSD will fund Student's placement in CUSD's Adult Transition Program in accordance with the funding formula included in Exhibit A.
- b. Payment and Final Accounting: A final accounting to determine the cost of attendance and billing costs to LBUSD will be made no later than September 15, 2020 for the 2019-2020 school year.
- c. Attendance: For the purpose of this MOU, Students will be considered enrolled for the 2019-2020 school year. For each month Students are enrolled, payment will be due for all services. To withdraw Students from attendance, this Agreement must be terminated (per Section 3) or Students/District may provide written notice to CUSD by the 25<sup>th</sup> of the month that Students will not be attending the following month.

#### 7. No Waiver

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

#### 8. Hold Harmless

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

To the extent permitted by law, and except for the gross negligent acts or omissions of employees, agents and officers of CUSD, LBUSD hereby agrees to hold harmless, indemnify and defend CUSD and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the performance of services other than for the operation of CUSD during the term of this Agreement.

9. Independent Contractors

CUSD and LBUUSD, in the performance of services pursuant to this Agreement, shall be and act as an independent contractor. Each party understands and agrees that it and all of its employees shall not be considered officers, employees or agents of either of the parties to this Agreement. Each party assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this Agreement.

10. Complete Agreement

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

11. Applicable Law

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

12. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

13. Counterparts

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

14. Authorized Signatures

The individuals signing this Agreement warrant that they are authorized to do so, and further, that they are authorized to make the promises in this Agreement on behalf of the respective Parties.

15. Governing Board Approval

This Agreement is contingent upon approval by the Parties' respective Governing Boards.

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



APPROVED BY:  
Capistrano Unified School District

PROVIDER DISTRICT

BY: \_\_\_\_\_  
(Authorized Agent Signature)

Gregory Merwin, Ed.D.  
(Print Name)

Associate Superintendent  
(Title)

DATE: September 19, 2019

BOARD APPROVAL: September 18, 2019

SPECIAL ED MOU

cc: SELPA

Laguna Beach Unified School District

SENDING DISTRICT

BY: \_\_\_\_\_  
(Authorized Agent Signature)

Jason Vilorio, Ed.D.  
(Print Name)

Superintendent  
(Title)

DATE: \_\_\_\_\_

BOARD APPROVAL: \_\_\_\_\_

**Exhibit A**  
**Special Education Department**  
**Estimated CUSD Adult Transition Student Cost**  
**2019-20**

<b>Program Cost per Month</b>	<b>\$2,498.16 per month</b>
<b>Program Cost Hourly Rate</b>	<b>\$105.01 per hour</b>
<b>Speech and Language</b>	<b>\$57.43 per hour</b>
<b>1:1 IA</b>	<b>\$46.66 per hour</b>
<b>VI</b>	<b>\$57.43 per hour</b>
<b>HI</b>	<b>\$50.25 per hour</b>
<b>Audiology</b>	<b>\$87.94 per hour</b>
<b>OM</b>	<b>\$76.10 per hour</b>

## **Laguna Beach Unified School District**

### **16. ACTION**

**October 8, 2019**

**Approval: Independent Contractor Agreement with MacMillan Speakers Bureau for Consulting Services by Marc Brackett, Ph.D., in an Amount Not-to-Exceed \$20,000, Plus Travel Expenses Not-to-Exceed \$2,500**

#### **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 approves an independent contractor agreement with MacMillan Speakers Bureau for consulting services by Marc Brackett, Ph.D. to serve as a keynote speaker at Laguna Beach Unified School District's third annual LBUSD Presents event on March 12, 2020, and provide additional faculty professional development presentations.

#### **Background**

In May 2018, the District hosted a parent/community speaking event with Mrs. Julie Lythcott-Haims, author of the book, *How to Raise an Adult: Break Free from the Overparenting Trap and Prepare Your Kid for Success* (2015). One of the outcomes of that event was Laguna Beach High School's participation in Stanford University's Challenge Success program in the 2018-2019 school year. The purpose of Challenge Success is to support students to be independent, adaptable, ethical, and engaged critical thinkers and to foster learners who are healthy, motivated, resilient, and prepared for the wide variety of tasks they will face as adults.

In May 2019, the District hosted a parent/community speaking event with the co-founder of Challenge Success, Dr. Denise Pope, co-author of the book, *Overloaded and Underprepared: Strategies for Stronger Schools and Healthy, Successful Kids*. Dr. Pope worked with parents and staff on the topic of the well-balanced student and her team's research has supported strategic initiatives at Laguna Beach High School (LBHS) in the design of the student schedule and refinement of the social-emotional support services provided to students.

In support of the District's ongoing commitment to the positive development of the whole child and integrated focus on best practice instruction, effective prevention and intervention systems in the area of social and emotional health, staff proposes to host Dr. Marc Brackett, founder of the Yale Center for Emotional Intelligence and professor in the

Yale Child Study at the Yale School of Medicine as the next LBUSD Presents speaker on March 12, 2020. Dr. Brackett's research on the power of emotions to motivate and engage young people in school and life is well-aligned with the District's K-12 work in the area of social-emotional support and the education of the whole child.

Staff also proposes that Dr. Brackett deliver multiple professional development sessions to K-12 faculty, staff, and administrators, in addition to an evening keynote to parents, staff, and community members. The culminating keynote will showcase work from his book, *Permission to Feel: Unlocking the Power of Emotions to Help Our Kids, Ourselves, and Our Society Thrive (2019)*. Most notably, the speaking event aims to share research and strategies to support healthy, motivated, and engaged students.

#### **Budget Impact**

The cost for this presentation is \$20,000 plus travel expenses (round trip airfare, ground transportation, airport parking fees, and hotel), not to exceed \$2,500. This cost includes the keynote parent/community education session and up to three (3) additional faculty/administration sessions. The costs for these speaking engagements will be paid from the general fund.

#### **Recommended Action**

Staff recommends the Board of Education approve an independent contractor agreement with Marc Brackett, Ph.D. Staff proposes that we engage Dr. Brackett as the keynote speaker at Laguna Beach Unified School District's third annual *LBUSD Presents* event in the Spring 2020, and provide additional faculty professional development presentations.



<b>Event ID:</b>	<b>MSBMABR031220</b>
<b>Agreement Overview</b>	<b>Date: September 19, 2019</b>
<b>Speaker:</b>	Marc Brackett
<b>Fee:</b>	\$20,000 plus expenses
<b>Event:</b>	Leadership Training and Parent Education Event
<b>Sponsor/Address:</b>	Laguna Beach Unified School District 550 Blumont St, Laguna Beach, CA 92651
<b>Event Date:</b>	<b>Thursday and Friday, March 12-13, 2020</b>
<b>Venue:</b>	Laguna Beach High School Artists' Theatre 625 Park Ave, Laguna Beach, CA 92651
<b>Payment:</b>	To secure this event, please submit a deposit of \$10,000 with the signed contract. The remaining balance shall be received by February 12, 2020. Expenses are due within 30 days of receipt of invoice.
<b>Travel &amp; Accommodations:</b>	Roundtrip business airfare, hotel accommodations, professional ground transportation in home and venue cities, and meals.
<b>Topic:</b>	<i>Permission to Feel</i>
<b>Proposed Itinerary:</b> <i>*any schedule changes are subject to Speaker's approval</i>	<u>March 12</u> 3:00 PM – 4:00 PM: Q&A, leadership training 5:30 PM – 6:30 PM: Q&A, book signing <u>March 13</u> 8:00 AM – 9:00 AM: Q&A and Kinder-5 <sup>th</sup> staff training 10:00 AM – 11:00 AM: Q&A and 6 <sup>th</sup> -12 <sup>th</sup> staff training
<b>Estimated attendees:</b>	Approximately 300 attendees
<b>Books (Supplier &amp; Quantity):</b>	Client will order 30 copies from a Macmillan-approved distributor or bookstore.
<b>Recording:</b>	For internal purposes only
<b>Technical Requirements:</b>	PowerPoint capabilities, microphone, podium, water
<b>Event Contact:</b>	Michael Keller, Director of Social Emotional Support; mkeller@lbusd.org; cell: (714)713-8047

To confirm this contract, please sign and return a copy of this Agreement and send your deposit by the Deposit Due Date. A fully executed copy will be returned to you for your files. The contract is subject to the Standard Terms and Conditions set forth on the following pages which are part of this contract. The representative of Sponsor/Client warrants that she or he is a duly authorized representative of Sponsor/Client.

Scottie Bowditch

Scottie Bowditch, Executive Director  
Macmillan Speakers Bureau

Jason Vilona, Ed. D.  
Superintendent  
Laguna Beach Unified School District



9/19/2019 | 1:48 PM EDT

Date

Date



### STANDARD TERMS & CONDITIONS

1. Parties: This contract, when signed by you ("Client," or "you") and by us, will constitute an agreement between you and Holtzbrinck Publishers, LLC d/b/a Macmillan ("Macmillan," "we" or "us"), acting as representative for the Speaker, with respect to the engagement of Speaker to perform the services outlined below in accordance with the following terms and conditions.

2. Travel and Expenses: Client will reimburse Macmillan for all travel expenses incurred in association to the engagement as outlined in the Agreement Overview. The total reimbursement amount is due within 30 days of Client's receipt of documentation detailing the amounts incurred. Client will send this amount directly to Macmillan in accordance with the payment instructions set forth in the last sentence of paragraph 3 below.

3. Fee for Services: A 50% deposit is due upon returning the signed agreement. This deposit amount is non-refundable should the Presentation be cancelled for any reason, except as expressly set forth in paragraph 8 below. If the Presentation is rescheduled for any reason, the deposit amount will be applied to the rescheduled Presentation. The remainder of the services fee is due 30 days before completion of the Presentation. Client will reimburse Macmillan for all travel expenses incurred in association to the engagement and will send payment within 30 days of Client's receipt of documentation detailing the amounts incurred. Client will send the deposit amount, the remainder of the service fee, and expenses reimbursement directly to Macmillan. Payment may be made in the form of a check or wire transfer.

Checks should be made payable to Holtzbrinck Publishers, LLC (Tax ID Code: 13 4047598) and sent to the following address:

- Macmillan Speakers Bureau  
**Attn: Chloe Volkwein**  
120 Broadway, 25<sup>th</sup> floor  
New York, NY 10271

**\*\*Please include the reference code MSBMABR031220 in the payment description.**

Wire transfers should be made payable to the following:

- Macmillan Speakers Bureau, Holtzbrinck Publishing Holdings LP, Wells Fargo,  
420 Montgomery Street, San Francisco, CA 94163 (Bank Account Number: 2000060111555,  
SWIFT code for international wires: (SWIFT BIC) WFBIUS6S, ACH/Routing & Transit  
Number: 121000248)

4. Taxes and Compliance Fees: Client agrees to pay any and all federal, state, and local taxes (other than income taxes), and all rental, amusement, sales, permits or other such taxes and fees to obtain all necessary licenses in connection with hosting the event pursuant to this Contract.

5. Advertising: Client will have the right to use Speaker's name, any approved image and/or likeness of Speaker, and any approved information pertaining to the Speaker solely to promote and advertise the Presentation.

6. Recording: Client will use reasonable commercial efforts to prevent individuals from recording and/or broadcasting or transmitting any visual or audio portion of the Presentation. Speaker [may] give permission to Client to record the audio and/or video of the Presentation. In the event that Client makes or arranges for the audio and/or video recording of the Presentation, Client will provide [both Speaker and Macmillan] with a [digital] copy of the same within 30 days of the Presentation. Client hereby assigns to Macmillan the entire copyright in the United States and throughout the world, as well as all moral rights, for the full terms thereof (including, but not limited to, all renewals, extensions, reversions and continuations thereof) in any audio and/or video recording of the Presentation made or arranged by Client. If Client arranges for third parties who are not employees of Client to record the Presentation, Client will obtain from such third parties, prior to the recording of the Presentation, a full written assignment by which all such rights will vest in Macmillan in perpetuity. Client may make the following uses of any such recording: promotion. Client may not otherwise sell, distribute, reproduce, display, disseminate or exploit the recording without Macmillan's prior written consent and an agreement between the parties as to the terms thereof. If Client has been authorized to sell, distribute, reproduce, display, disseminate or exploit any such recording and Macmillan (a) becomes aware of a claim that the recording or a portion thereof violates any legal right of any person or entity, (b) concludes in good faith that Client's continued use of the recording or any portion thereof poses a material risk of legal action or liability, (c) or Macmillan and/or the Speaker cease to have the right to authorize Client's use(s) of the recording, then Macmillan may by written notice to Client require Client to temporarily or permanently stop further sale, distribution, reproduction, display, dissemination or exploitation of the recording or any portion thereof. Client will cease all sale, distribution, reproduction, display, dissemination or exploitation within two business days of such notice and will not resume until authorized by written notice from Macmillan to Client.

7. Sale of Publications: Client may distribute, sell, or arrange for the sale of copies of Speaker's publications in conjunction with the Presentation, and furnish appropriate facilities for the display and sale of such publications in the vicinity of the Presentation.

8. Force Majeure: In the event that the Presentation is cancelled or prevented as a result of wars, civil riots, terrorism, strikes, fires, acts of God, accident or illness to Speaker or a member of Speaker's family, or other circumstances beyond the parties' reasonable control, then the operation of this Agreement shall be suspended until the Presentation can reasonably be rescheduled and neither party will have liability to the other party arising from such suspension. Alternatively, in the event of any circumstance described above, either party may terminate this Agreement without liability to the other party. If either party terminates this Agreement pursuant to the terms of this paragraph 8, Macmillan will refund the Client the deposit amount within 30 days of such termination.

9. Client Cancellation and Breach: Should Client cancel the Speaker's performance more than 30 days prior to the event, 50% of the fee shall be forfeited and immediately due if not previously

paid to Macmillan. Should Client cancel the speaker's performance 30 days or less prior to the event, the full contracted fee shall be forfeited and immediately due if not previously paid to Macmillan. In the event of any such cancellation, all travel expenses and costs incurred by Macmillan or the Speaker shall be immediately due and payable by Client to Macmillan. In the event Client fails to provide any of the items herein stated, fails to make payments as provided herein in a timely manner, fails to proceed with the Engagement, or breaches any of the other conditions set forth in the Contract, Macmillan shall have no obligation to perform or cause Speaker to perform under this Contract.

10. Miscellaneous:

a. This Agreement creates an independent contractor relationship; it does not create, and shall not be construed as creating, any partnership, agency or joint venture between the parties.

b. This Agreement constitutes the entire agreement between Client and Macmillan concerning its subject matter. This Agreement cannot be cancelled, amended or modified, nor may any of its provisions be waived, except by a writing signed by the party against whom such cancellation, amendment, modification or waiver is to be enforced.

c. Neither party will be liable to the other for incidental, special, or consequential damages, including lost profits or lost business suffered by the other party, even if it has previously been advised of the possibility of such damages; and neither party's liability hereunder will exceed the twice the total speaker's fee set forth in paragraph 3 above.

d. The parties each hereby waive trial by jury in any action or proceeding between them arising out of or related to this Agreement or any alleged breach thereof. This Agreement, and the rights and liabilities of the parties with respect to this Agreement and its subject matter, shall be governed by the laws of the State of New York, without reference to the principles of conflicts of law thereof.

**Laguna Beach Unified School District**

**17. ACTION**

**October 8, 2019**

**Approval: Change Order No. 1 in the Amount of \$37,401.76 to Best Contracting Services, Inc. for 2019 Roofing Replacements at Various Sites Project**

**LCAP Priority Area**

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 the list of change orders in the amount of \$37,401.76 for the 2019 Roofing Replacements at Various Sites project. The original contract amount awarded for the project was for \$478,720.00. The total of all change orders is \$37,401.76 or 7.8% of the project. The new total contract amount shall be \$516,121.76.

The following list contains the bid category, contractor, change order amount, and brief description. The cumulative total of the change orders to the contractors listed below is within the 10% allowance allowed by the Public Contract Code.

<u>Change Orders</u>
Description: Change Order No. 1 Bid Package: No. 1 Roofing Contractor: <b>Best Contracting Services, Inc.</b> Requested by: District Reason: Installation and roofing of mechanical screen wall systems, added plywood sheathing of MPR roofs, and removal and roof repair of abandoned HVAC roof curbs. Amount: \$37,401.76

**Background**

Certain scope additions and modifications were required during the construction phase of the 2019 Roofing Replacements at Various Sites project, which require a change order. Significant changes to the contract scope at El Morro Elementary School included the installation and roofing of new mechanical screen walls to screen rooftop HVAC equipment, and installation of 149 pieces of plywood at the MPR roof. Also included was the removal of abandoned HVAC curbs and roof repairs at LBHS Theater.

**Budget Impact**

The change order in the amount of \$37,401.76 will be paid from the Special Reserve for Capital Outlay Fund (4040) for the Facilities Repair and Replacement Program (FRRP), the same funding source as the original contract.

**Recommended Action**

Staff recommends the Board of Education approve the listed change orders in the amount of \$37,401.76 for the 2019 Roofing Replacements at Various Sites project as listed in the Board report. No change to the completion date. The original contract amount awarded for the project was for \$478,720.00. The total of all change orders is \$37,401.76 or 7.8% of the project. The new total contract amount shall be \$516,121.76.



Date: October 8, 2019  
Project No. 2019\_1

**2019 Roofing Replacements at Various Sites  
Laguna Beach Unified School District**

**BID PACKAGE NO. 01  
CHANGE ORDER NO. 01**

TO: Best Contracting Services, Inc.  
19027 South Hamilton Avenue  
Gardena, CA 90248

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You are hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1:	Description:	At El Morro Elementary School Install Owner Furnished Roof Mechanical Screen Wall Systems.
	Reason:	Screen HVAC Equipment Located on 50's and MPR Roofs
	Document Ref:	COR #2
	Requested by:	District
	Change in Contract Sum:	\$18,638.51 / ADD
	Time Extension:	0 Calendar days
ITEM NO. 2:	Description:	At Laguna Beach High School Remove Abandoned HVAC Equipment Curbs and Repair Roof
	Reason:	Provide Positive Attachment for Roofing System
	Document Ref:	COR #3
	Requested by:	District
	Change in Contract Sum:	\$2,075.25 / ADD
	Time Extension:	0 Calendar days
ITEM NO. 3:	Description:	At El Morro Elementary School Install 149 sheets of Plywood Sheathing on the MPR Roof
	Reason:	Provide Positive Attachment for New Roofing System
	Document Ref:	COR #4
	Requested by:	District
	Change in Contract Sum:	\$16,688.00 / ADD
	Time Extension:	0 Calendar days

\*END OF CHANGE ORDER ITEMS\*

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**SUMMARY**

Original Contract Sum	\$478,720.00
Net Change by Previous Change Orders	\$0.00
This Change Order	\$37,401.76
Change to Contract Time	0 Days

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Revised Contract Amount	\$516,121.76
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The cumulative adjustment of the Contract Price and the Contract Time for each Change included in this Change Order represents and reflects the entire adjustment of the Contract Price and the Contract Time due Contractor for such items of Changes. The Contract Price adjustment herein for the items included in this Change Order includes without limitation, all costs for labor, materials, services and/or equipment as well as any and all costs arising out of or associated in any manner with impacts, disruptions, interference, delays or hindrances in performing or providing the Changes included in this Change Order. By executing this Change Order, Contractor acknowledges the foregoing and agrees that any rights or claims of Contractor, whether known or unknown, for costs or times associated with providing or performing the Changes included in this Change Order and not specifically reflected and included in this Change Order are waived, relinquished and released by Contractor; in connection with the foregoing, Contractor waives and releases any rights under Civil Code Section 1542 with regard to any unknown costs or additional time associated with the changes included in this Change Order.

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**APPROVALS**

\_\_\_\_\_  
Jeff Dixon Date

Bob Mars 9/27/19  
Authorized Agent Date

Board Approved Date: \_\_\_\_\_

Asst. Superintendent of Business Services  
Laguna Beach Unified School District

BOB MARS COO.  
Name, Title  
Best Contracting Services, Inc.

## Change Order Request



C.O.R. # 19055-0002

G.C. #

Date: 7/24/2019

Project Name: 19055 / LAGUNA BEACH USD 2019 VARIOUS SITES

Project #: 19055

To: Laguna Beach USD

Attn:

550 Blumont Street

Laguna Beach, CA 92651

From: Best Contracting Services, Inc.

Angel Aviles

19027 S. Hamilton Ave.

Gardena, CA 90248-4408

Phone: (949) 497-7700 Fax: (949) 497-8343

Phone: (310) 328-6969 Fax: (310) 380-6066

We hereby propose to make the following changes:

Furnish and install all wood blocking for site screen support post. Install district supplied site screen system and panels.

Furnish, install and seal 96 pipe boot flashing for site screen support post.

Fabricate and install brake metal trim flashings for site screen.

Change Order Price \$18,638.51

This price is good for 15 days. If conditions change, this price is void.

We are requesting a time extension of 0 days in conjunction with this change.

Angel Aviles

7/24/2019

Author

Date Sent

☐ Accepted

The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

## Change Order Request



**C.O.R. #** 19055-0002

**G.C. #**

**Date:** 7/24/2019

**Project Name:** 19055 / LAGUNA BEACH USD 2019 VARIOUS SITES

**Project #:** 19055

### Labor

<u>Labor Type</u>	<u>Man Hrs</u>	<u>\$/Hr</u>	<u>Burden</u>	<u>Fringe</u>	<u>Total Tax</u>	<u>Total Labor</u>
Sheet Metal Journeyman	131.54	\$88.38	\$0.00	\$0.00	\$0.00	\$11,625.36
Sheet Metal Fabrication	16.00	\$85.00	\$0.00	\$0.00	\$0.00	\$1,360.00
Sub Total					\$0.00	\$12,985.36
Grand Total					\$0.00	\$12,985.36

### Materials

<u>Materials</u>	<u>Quantity</u>	<u>Cost</u>	<u>Total Tax</u>	<u>Total Materials</u>
4x4 wood / ea	20.00	\$13.00	\$24.70	\$284.70
6x4 wood / ea	8.00	\$20.00	\$15.20	\$175.20
Misc (bracket&fastener) / lot	1.00	\$500.00	\$47.50	\$547.50
2 1/2" pipe flashing / ea	96.00	\$7.00	\$63.84	\$735.84
Misc (sealants) / lot	1.00	\$800.00	\$76.00	\$876.00
Plywood / ea	12.00	\$20.00	\$22.80	\$262.80
Sub Total			\$250.04	\$2,882.04
Grand Total			\$250.04	\$2,882.04

### Equipment

<u>Equipment</u>	<u>Quantity</u>	<u>Cost</u>	<u>Total Tax</u>	<u>Total Equipment</u>
3/4 Ton Truck	1.00	\$340.00	\$0.00	\$340.00
Sub Total			0.00	\$340.00
Grand Total			0.00	\$340.00

<b>Total</b>	<b>\$16,207.40</b>
<b>Overhead</b>	<b>\$1,620.74</b>
<b>Profit</b>	<b>\$810.37</b>
<b>Total</b>	<b>\$18,638.51</b>

## Change Order Request



C.O.R. # 19055-0003

G.C. #

Date: 8/7/2019

Project Name: 19055 / LAGUNA BEACH USD 2019 VARIOUS SITES

Project #: 19055

To: Laguna Beach USD

Attn:

550 Blumont Street

Laguna Beach, CA 92651

From: Best Contracting Services, Inc.

Angel Aviles

19027 S. Hamilton Ave.

Gardena, CA 90248-4408

Phone: (949) 497-7700 Fax: (949) 497-8343

Phone: (310) 328-6969 Fax: (310) 380-6066

We hereby propose to make the following changes:

BEST removed and patched (1) metal curb, closed and reroofed.

Change Order Price

\$2,075.25

This price is good for 15 days. If conditions change, this price is void.

We are requesting a time extension of 0 days in conjunction with this change.

Angel Aviles

8/7/2019

Author

Date Sent

☐ Accepted

The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance



## Change Order Request



C.O.R. # 19055-0003

G.C. #

Date: 8/7/2019

**Project Name:** 19055 / LAGUNA BEACH USD 2019 VARIOUS SITES

**Project #:** 19055

### Labor

<u>Labor Type</u>	<u>Man Hrs</u>	<u>\$/Hr</u>	<u>Burden</u>	<u>Fringe</u>	<u>Total Tax</u>	<u>Total Labor</u>
Roofer Journeyman	24.00	\$75.19	\$0.00	\$0.00	\$0.00	\$1,804.56
Sub Total					\$0.00	\$1,804.56
Grand Total					\$0.00	\$1,804.56
Total						\$1,804.56
Overhead						\$180.46
Profit						\$90.23
Total						\$2,075.25

## Change Order Request



C.O.R. # 19055-0004

G.C. #

Date: 8/7/2019

Project Name: 19055 / LAGUNA BEACH USD 2019 VARIOUS SITES

Project #: 19055

To: Laguna Beach USD

Attn:

550 Blumont Street

Laguna Beach, CA 92651

From: Best Contracting Services, Inc.

Angel Aviles

19027 S. Hamilton Ave.

Gardena, CA 90248-4408

Phone: (949) 497-7700 Fax: (949) 497-8343

Phone: (310) 328-6969 Fax: (310) 380-6066

We hereby propose to make the following changes:

BEST installed (149) plywood sheets at the Admin/MPR Building.

Price \$3.50 sqft 32sqft x 3.50 = 112

149 shts x 112 = 16,688.00

Change Order Price \$16,688.00

This price is good for 15 days. If conditions change, this price is void.

We are requesting a time extension of 0 days in conjunction with this change.

Angel Aviles

8/7/2019

Author

Date Sent

☐ Accepted

The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

**Laguna Beach Unified School District**

**18. ACTION**

**October 8, 2019**

**Approval:** Authorize the Assistant Superintendent of Business Services to File a Notice of Completion (NOC) with the County of Orange Recorder's Office for Best Contracting Services, Inc. for the 2019 Roofing Replacements at Various Sites Project

**LCAP Priority Area**

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 accept the contract for Best Contracting Services, Inc. for the 2019 Roofing Replacements at Various Sites project as complete and authorize the Assistant Superintendent of Business Services to file a Notice of Completion with the County of Orange Recorder's Office.

**Background**

On April 23, 2019 the Board of Education approved the award of contract to Best Contracting Services, Inc. for the 2019 Roofing Replacements at Various Sites project. The contract is substantially complete and ready for acceptance by the Board of Education. Staff requests the Board accept this contract as complete and authorize the filing of a Notice of Completion (NOC) with the County of Orange Recorder's Office.

The NOC, once executed and recorded by the Orange County Clerk-Recorder, serves to give formal notice to all subcontractors, manufacturers, and material suppliers that they have 30 days in which to submit any claims to the District for payment due from any prime contractors. The filing of the NOC also generally serves to trigger the start of warranty/guarantee periods, including the extended period of applicable performance bonds by various contractors, which generally run for a period of one year from the recording date of NOC. While such action declares the project to be "completed," it does not require any retention funds to be automatically released to project engineers or contractors.

**Budget Impact**

No budget impact will occur as a result of this action.

**Recommended Action**

Staff recommends that the Board of Education accept the contract for Best Contracting Services, Inc. for the 2019 Roofing Replacements at Various Sites project as complete and authorize the Assistant Superintendent of Business Services to file a Notice of Completion with the County of Orange Recorder's Office.



**LAGUNA BEACH UNIFIED SCHOOL DISTRICT – Roofing Replacements at Various Sites Project**  
**Financial Reconciliation Letter – Bid Package No. 1**

September 27, 2019

**Best Contracting Services, Inc.**  
**19027 South Hamilton Avenue**  
**Gardena, CA 90248**

**PROJECT: 2019 Roofing Replacements at Various Sites**  
**Project No.: 2019\_1**  
**SUBJECT: Final Reconciliation Letter – Bid Package No. 1**

This closeout letter constitutes as a full and final compromise settlement of any and all known and unknown claims by the Contractor against the Owner Laguna Beach Unified School District (District) for the **2019 Roofing Replacements at Various Sites Project (Project)**, including but not limited to, disputed, undisputed and doubtful claims. Payment of Owner of the amount agreed under this contract in the amount of **\$516,121.76** shall constitute a full and complete accords and satisfaction of all such claims and shall constitute payment in full and a full release and discharge of owner, and their respective officers, directors, agents, sureties and employees from any and all further liability in connection with the subject project and contract. Contractor expressly waives any and all rights under California Civil Code Section 1542 which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Once this document signed by **Best Contracting Services, Inc.** (Bid Package No. 1), it constitutes acceptance of the statements made above. Also, an official "Notice of Completion" will be brought to the Board of Education for approval and retention can be billed and then released thirty five (35) days following the recording of the "Notice of Completion". Once disputes are reconciled and the form is signed, only then can the District file the "Notice of Completion" enabling the Contractor to bill for retention held. Also, in order for your firm to be issued the ensuing final retention payment, all items listed below in the "Items to be Completed" list must be complete and accepted by the District.

**Final Contract Reconciliation Letter**  
**2019 Roofing Replacements at Various Sites**

Best Contracting Services, Inc.

By: BOB MARS  
Contractor Legally Responsible Printed Name

Signature: Bob Mars

Date: 9/27/19

**ITEMS TO BE COMPLETED:**

1. **Consent of Surety**
2. **Final Compliance of Certified Payroll Reports**

Final Contract Reconciliation Letter  
2019 Roofing Replacements at Various Sites

Recording Requested by:  
**Jeff Dixon, Assistant Superintendent of Business Services**  
Laguna Beach Unified School District

Mail to:  
**Laguna Beach Unified School District**  
**550 Blumont Street**  
**Laguna Beach, CA 92651**

NO FEE RECORDING REQUESTED  
GOVERNMENT EXEMPT CODE 6103 AND 27383

**NOTICE OF COMPLETION**

**NOTICE IS HEREBY GIVEN**, that the Laguna Beach Unified School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property to wit: **Laguna Beach High School, 625 Park Avenue, Laguna Beach, CA 92651 & Laguna Beach High School Community Pool, 670 Park Avenue, Laguna Beach, CA 92651 & El Morro Elementary School, 8681 North Coast Highway, Laguna Beach, CA 92651**. The contract for the doing of which was heretofore entered into on the 23rd day of April, 2019 which contract was made with **Best Contracting Services, Inc.** as Contractor; that said improvements were completed on October 8, 2019 and accepted by formal action of the governing board of said district on the 8<sup>th</sup> day of October, 2019; that title to said property is vested in the Laguna Beach Unified School District of Orange County, California; that the surety for the above named Contract is **The Hanover Insurance Company**; that the property hereinafter referred to and on which said improvements were made is described as follows: **2019 Roofing Replacement at Various Sites Project**

**LAGUNA BEACH UNIFIED SCHOOL DISTRICT  
OF ORANGE COUNTY, CALIFORNIA**

By \_\_\_\_\_  
**Jeff Dixon**  
Assistant Superintendent of Business Services

STATE OF CALIFORNIA)

)ss.

COUNTY OF ORANGE )

Jeff Dixon, being first duly sworn, deposes and says:

That he is a representative of the Board of Education of the Laguna Beach Unified School District of the County of Orange;

That the Laguna Beach Unified School District of Orange County, California, is the owner of said property described in the foregoing notice;

That he has read the foregoing notice and knows the contents thereof and that the facts stated therein are true.

\_\_\_\_\_  
**Jeff Dixon**  
Assistant Superintendent of Business Services

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jeff Dixon, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary Signature \_\_\_\_\_

Seal