



LAGUNA BEACH
UNIFIED SCHOOL DISTRICT

AGENDA

Regular Meeting of the Board of Education

March 26, 2019

Vision:

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

Mission:

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

ADMINISTRATION

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

BOARD OF EDUCATION

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

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

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

March 26, 2019

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

AGENDA

RECORDING OF SCHOOL BOARD MEETINGS

Open Session School Board Meetings will be video recorded.

- 1. CALL TO ORDER**
- 2. ROLL CALL TO ESTABLISH QUORUM**
- 3. PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS**
- 4. ADJOURN TO CLOSED SESSION**
 - A. STUDENT DISCIPLINE**
(Education Code §§ 35146, 48912, 48918 and 49070) (2 separate discipline cases)
 - B. CONFERENCE WITH LABOR NEGOTIATORS**
Government Code §54957.6
 - i. Employee Organization: LaBUFA
District Negotiator: Leisa Winston
 - ii. Employee Organization: CSEA
District Negotiator: Leisa Winston
 - iii. Employee Organization: Unrepresented Employees
District Negotiator: Leisa Winston
 - C. CONFERENCE WITH LEGAL COUNSEL — POTENTIAL LITIGATION**
(Govt. Code §§ 54956.9(d)(2), 54956.9(e)2) (1 potential case)
- 5. CALL TO ORDER - OPEN SESSION**
- 6. PLEDGE OF ALLEGIANCE**
- 7. REPORT ON CLOSED SESSION ACTION**
- 8. ADOPTION OF AGENDA**
- 9. RECOGNITIONS - None**
- 10. PUBLIC COMMENT (Non- Agenda Items)**

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

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

11. REPORTS

- *Student Representative(s)*
 - *Bargaining Unit Representatives CSEA and LaBUFA*
 - *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 - February 26, 2019
- b. Approval/Ratification of Personnel Report
- c. Approval of Conference/Workshop Attendance
- d. Approval of Agreements for Contracted Services – Special Education
- e. Approval of Agreements for Contracted Services – Technology
- f. Approval/Ratification of Warrants #397030 through #397218 in the amount of \$528,489.46 Dates: 3/1/2019 through 3/15/2019
- g. Approval/Ratification of Certificated Payroll 8A in the Amount of \$2,222,283.32
Approval/Ratification of Classified Payroll 8B in the Amount of \$762,825.46
Approval/Ratification of Certificated Payroll 8C in the Amount of \$22,199.06
- h. Approval of the Second Renewal Award of Contract with Office Depot Incorporated for Purchase of Office and School Supplies and Equipment based on Newport-Mesa Unified School District Piggyback Purchasing Bid #104-18 Through March 27, 2020
- i. Approval of Stipulated Expulsion Agreement for LBHS Student Education Code §48915(a)(2)
- j. Approval of Stipulated Expulsion Agreement for LBHS Student Education Code §48900(c)

INFORMATION ITEMS

13. LOCAL CONTROL ACCOUNTABILITY PLAN PROGRESS AND STAKEHOLDER ENGAGEMENT

- Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services
- Chad Mabery, Ed.D., Director, Assessment and Accountability

Staff proposes the Board of Education receive information about the progress and the stakeholder involvement in the preparation of the 2019-20 Local Control and Accountability Plan.

14. REPORT REGARDING THE K-12 STRONG WORKFORCE PROGRAM GRANT PARTNERSHIP WITH THE ORANGE COUNTY DEPARTMENT OF EDUCATION AND LAGUNA BEACH UNIFIED SCHOOL DISTRICT

- Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services
- Chad Mabery, Ed.D., Director, Assessment and Accountability

Staff proposes the Board of Education receive information about the new Career Technical Education (CTE) K-12 Strong Workforce Program grant for K-12 Local Education Agencies.

15. BOARD GOVERNANCE/PROTOCOLS WORKSHOP

– Jason Viloria, Ed.D., Superintendent

Board members will review and discuss options for potential facilitators for a Board Governance and Protocols Workshop to be held in May 2019.

ACTION ITEMS

16. APPROVAL OF THE COURSE OF STUDY FOR THE LAGUNA BEACH UNIFIED DISTRICT SECONDARY SCHOOLS FOR THE 2019/20 SCHOOL YEAR

– Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services

Staff proposes the Board of Education approve the Course of Study for the LBUSD Secondary Schools for the 2019-2020 school year.

17. APPROVAL TO PURCHASE CURRICULUM COUNCIL RECOMMENDATION FOR TEXTBOOK ADOPTION FOR HISTORY/SOCIAL SCIENCE FRAMEWORK COMMENCING WITH THE 2019-2020 SCHOOL YEAR

– Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services

Staff proposes that the Board of Education approve the textbook adoption of the History/Social Science (H/SS) textbooks as outlined in this Board Action Item. The proposed textbooks would be adopted for implementation commencing with the 2019-2020 school year.

18. APPROVAL OF CURRICULUM COUNCIL RECOMMENDATION FOR ADOPTION OF A NEW CALCULUS TEXTBOOK FOR LAGUNA BEACH HIGH SCHOOL COMMENCING WITH THE 2019-2020 SCHOOL YEAR IN AN AMOUNT NOT-TO-EXCEED \$53,425

– Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services

Staff proposes the Board of Education approve the adoption and purchase of the new calculus textbook “Applied Calculus for the Managerial, Life, and Social Sciences, 10th ed., 2017, Soo T. Tan” Publisher Cengage, commencing with the 2019-2020 school year. This adoption includes the purchase of WebAssign K-12 Instant Access online subscription at an annual cost of \$20.00 per student.

19. APPROVAL TO PURCHASE OF CODEHS ONLINE CURRICULUM FOR ADVANCED PLACEMENT COMPUTER SCIENCE “A” COURSE IN AN AMOUNT NOT-TO-EXCEED \$7,200.00 FOR A THREE-YEAR CONTRACT

– Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services

Staff proposes the Board of Education approve the purchase of CodeHS Online Curriculum for the Advanced Placement (AP) Computer Science “A” course at Laguna Beach High School commencing with the 2019-20 school year.

20. APPROVAL FOR CONTRACT WITH MIND RESEARCH TO PROVIDE THE ST MATH SUPPLEMENTARY MATHEMATICS PROGRAM FOR THE PURPOSE OF PILOTING DURING SUMMER SCHOOL AND THE 2019-20 SCHOOL YEAR IN AN AMOUNT NOT-TO-EXCEED \$36,080.00

– Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services

Staff proposes the Board of Education approve the purchase of the ST Math supplementary mathematics program for piloting during the summer school program and continuing through the 2019-20 school year. The proposed cost includes onsite professional development, self-guided online courses and webinars for teachers. The pilot is a one-year online subscription.

21. APPROVAL OF IREADY PROGRAM WITH CURRICULUM ASSOCIATES IN THE LAGUNA BEACH UNIFIED SCHOOL DISTRICT AT A COST NOT-TO-EXCEED \$32,028

– Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services

Staff proposes the Board of Education approve the purchase of the Curriculum Associates iReady supplementary reading diagnostic and intervention program for summer school and the 2019-20 school year. The proposed cost includes onsite professional development for teachers and site leadership, student diagnostic given three times per year, teacher reports dashboard, online personalized student instruction, and materials for teacher-led instruction. This is a one-year online subscription at a cost not-to-exceed \$32,028.

22. APPROVAL OF REVISED CONTRACT WITH JENNIFER MCCLUAN FOR AN ADDITIONAL THREE DAYS OF NEXT GENERATION SCIENCE STANDARDS (NGSS) CONSULTING FOR THURSTON MIDDLE SCHOOL SCIENCE TEACHERS IN AN AMOUNT NOT-TO-EXCEED \$20,350

Staff proposes the Board of Education approve a revision to the Independent Contractor Agreement with Jennifer McCluan dated July 9, 2018. The revision would add three days of NGSS consulting to the 2018-19 school year for Thurston Middle School (TMS). The days will be billed at Ms. McCluan's daily consulting rate of \$1,850.

23. APPROVAL TO INCREASE THE EXISTING AGREEMENT WITH HARBOTTLE LAW FIRM FOR LEGAL COUNSEL RELATED TO SPECIAL EDUCATION ISSUES WITH A NOT-TO-EXCEED AMOUNT OF \$45,000 FOR THE 2018-2019 SCHOOL YEAR

– Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services

Staff proposes the Board of Education authorize an increase to the existing agreement with Harbottle Law Firm for legal services and advice related to special education issues with a not-to-exceed amount of \$45,000.

24. APPROVAL OF BOARD POLICIES – FIRST READ

– Jason Viloria, Ed.D., Superintendent

On March 18, 2019, the Board held a Board Policy Workshop wherein several Board bylaws and policies were reviewed and discussed for potential additions, revisions, and deletions. The Board moved the policies listed below forward for a first reading. The Board may waive a second reading or require an additional reading if necessary. Board policies are brought forward for a first reading by the Board, as described in Board Bylaw 9310.

Policy Number	Description	Notes
3001	Financial	Updated to replace "Basic Aid" with "Community Funded"
3270	Sale and Disposal of Books	New policy for LBUSD
3290	Gifts, Grants, and Bequests	New policy for LBUSD
4151/4251/4351	Employee Compensation	Replaces/Delete BP 4403, 4404
4154/4254/4354	Health and Welfare Benefits	Replaces/Delete BP 4405, 4400
4157/4257/4357	Employee Safety	Replaces/Delete BP 4409, 4011, 4012
4216	Probationary/Permanent Status	New policy for LBUSD

5113	Absences and Excuses	Replaces/Delete BP 5008 Updated to reflect NEW LAW (AB 2289) which (1) amends the definition of "immediate family" for the purpose of authorizing certain excused absences, (2) prohibits a district from requiring a physician's note for an absence by a parenting student to care for a sick child, and (3) clarifies that students may be excused from school, under specified conditions, for work in the entertainment or allied industry, participation with a nonprofit performing arts organization in a performance for a public school audience, or other reasons at the discretion of school administrators.
5127	Graduation Ceremonies and Activities	Policy revised to provide that a pupil may wear traditional tribal regalia or recognized objects of religious or cultural significance as an adornment, as defined, at school graduation ceremonies.
5141.52	Suicide Prevention	Policy updated to reflect NEW LAW (AB 2639) which requires boards of districts that serve grades 7-12 to review the district's suicide prevention policy at least every five years and update it as necessary
6145.2	Athletic Competition	Policy updated to reflect NEW LAW (AB 2009) which requires any district that offers an interscholastic athletic program to develop a written emergency action plan to be followed in the event of sudden cardiac arrest or other medical emergency. Regulation updated to reflect requirement of AB 2009 to make an automated external defibrillator available at athletic events.
6145.6	International Exchange	Replaces/Delete BP 5043
6146.4	Differential Graduation and Competency Standards	New policy for LBUSD

25. APPROVAL OF BOARD BYLAWS – FIRST READ

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

On March 18, 2019, the Board held a Board Policy Workshop wherein several Board bylaws and policies were reviewed and discussed for potential additions, revisions, and deletions. The Board moved the bylaws listed below forward for a first reading. The Board may waive a second reading or require an additional reading if necessary. Board policies/bylaws are brought forward for a first reading by the Board, as described in Board Bylaw 9310.

Bylaw Number	Description	Notes
9310	Board Policies	Review and Discuss
9322	Agenda/Meeting Materials	Review and Discuss
9323.3	Censure Of Individual Board Members For Improper Conduct	New bylaw for LBUSD. Review and discuss.

26. APPROVAL OF PURCHASE AND INSTALLATION OF WIRELESS ACCESS POINTS, CABLING AND NETWORK ELECTRONICS

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

– **Mike Morrison, Chief Technology Officer**

Staff proposes the Board of Education approve the purchase of network electronics and installation services from AAA Network Solutions. This includes replacing every wireless access point in the district.

27. APPROVAL OF AGREEMENT FOR INTERNET SERVICES FROM COX BUSINESS SERVICES TO PROVIDE INTERNET ACCESS TO DISTRICT OFFICE

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

– **Mike Morrison, Chief Technology Officer**

Staff proposes the Board of Education approve the internet services agreement with Cox Business Services for a term of three years followed by two optional one-year terms.

28. APPROVAL TO PURCHASE A NETWORK LINK TO THE ORANGE COUNTY DEPARTMENT OF EDUCATION FOR BUSINESS AND HUMAN RESOURCES SYSTEMS

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

– **Mike Morrison, Chief Technology Officer**

Staff proposes the Board of Education authorize staff to enter into an agreement with Cox Business for a network link to Orange County Department of Education. The initial term of three years is followed by two optional one-year terms.

29. APPROVAL TO ENTER INTO AN AGREEMENT FOR NETWORK SERVICES FROM COX BUSINESS FOR A TERM OF THREE YEARS WITH TWO SEPERATE ONE-YEAR RENEWAL RERMS FOR A TOTAL OF UP TO FIVE YEARS

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

– **Mike Morrison, Chief Technology Officer**

Staff proposes the Board of Education authorize staff to enter into an agreement with Cox Business for a network from the District Office to each site. The initial term of three years followed by two optional one-year terms.

30. APPROVAL OF AGREEMENT FOR CONTRACTED SERVICES WITH HDL COREN & CONE TO PERFORM PROPERTY TAX FORECASTS AND INFORMATION SERVICES FOR A NOT-TO-EXCEED FEE OF \$8,000

– Jeff Dixon, Assistant Superintendent, Business Services

Staff proposes the Board of Education approve a contract with HdL Coren & Cone to perform property tax forecasts and information services for a not-to-exceed fee of \$8,000.

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

– Jan Vickers, President, Board of Education

32. ADJOURNMENT

– Jan Vickers, President, Board of Education

The next Regular Meeting of the Board of Education is **Tuesday, April 23, 2019, 6:00 PM**
at the Laguna Beach Unified School District Office Board Room
550 Blumont St., Laguna Beach, California

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

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

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

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

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

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

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

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

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

REASONABLE ACCOMMODATION

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

Laguna Beach Unified School District

12.a. CONSENT/ACTION

March 26, 2019

Approval: Minutes – Regular Board Meeting – March 12, 2019

Board of Education Minutes of Regular Meeting March 12, 2019

Call to Order

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

Roll Call to Establish Quorum

Quorum was established.

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

Public Comment on Closed Session Items

There were no public comments.

Adjourn to Closed Session

Member Normandin moved to adjourn to Closed Session. Member Wolff seconded. Motion carried 5-0. Members Vickers, Normandin, Wolff, Perry, and Kelly voted yes to adjourn to Closed Session at 5:01 p.m. The following topics were discussed.

A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Government Code §54957

B. CONFERENCE WITH LABOR NEGOTIATORS

Government Code §54957.6

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

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

Motion carried 5-0. Members Vickers, Normandin, Wolff, Perry, and Kelly voted yes to adjourn from Closed Session. The Board adjourned Closed Session at 5:54 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
Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services
Victoria Webber, Executive Assistant
Mike Morrison, Chief Technology Officer
Irene White, Director, Special Education
Chad Mabery, Director, Assessment & Accountability
Ryan Zajda, Director, Facilities
Anakaren Ureno, Communications Specialist
Chris Duddy, Principal, El Morro Elementary
Mike Conlon, Principal, Top of the World Elementary
Jenny Salberg, Principal, Thurston Middle School
Jason Allemann, Principal, Laguna Beach High School

Pledge of Allegiance

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

Report of Closed Session Action

President Vickers stated in Closed Session on a motion by Member Normandin and a second by Member Wolff, the Board took action by a vote of 5-0, members Vickers, Normandin, Wolff, Perry, and Kelly voted yes, to approve a two day unpaid suspension for classified employees #7600002400 and #7600002231.

On a motion by Member Normandin and a second by Member Wolff, the Board took action to issue a notice of release to temporary certificated employees identification number 7600002567, 7600002730, and 7600002731, pursuant to Education Code section 44954, subdivision (b), effective at the end of the 2018-2019 school year, and directed the superintendent or designee to send out appropriate legal notices. The vote was 5-0 with members Vickers, Normandin, Wolff, Perry, and Kelly voting yes.

Adoption of Agenda

Public Comment:

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

Discussion: Staff noted two corrections to the minutes and a correction to item 16; Ian Collins was unintentionally left off of the board item as a candidate for CSBA delegate assembly.

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

Special Recognitions

The Board recognized several students who participated in the Laguna Beach Plein Air Project. The District has been working with the Laguna Plein Air Painters Association for many years. Students who participate in the Younger Generation Plein Air Project have several opportunities to learn about art and painting.

The Board recognized the LBHS Girls Water Polo Team – CIF Division 1 Champions

Quinn Winter	Emma Lineback
Morgan Van Alphen	Emma Singer
Evie Laptin	Molly Renner
Imani Clemons	Bryn Gioffredi
Rachael Carver	Ava Houlahan
Cici Stewart	Claire Kelly
Grace Houlaha	Nicole Struss
Jesse Rose	Lela McCarroll
Kenedy Corlett	Tea Poljak

Public Comment (Non- Agenda Items)

Howard Hills commented on the December 2018 election of the Board president.

Emil Monda commented on diversity and small group effectiveness.

Reports

Student Representative – Piper Warner

Piper reported on the following:

- El Morro
 - Students celebrated Respect-Ability month
 - Teachers are preparing for CAASPP testing
 - Thurston counselors visiting 5th grade students
 - Jog-a-thon is scheduled for March 22
- Top of the World
 - Thurston counselors visiting 5th grade students
 - Jog-a-thon is scheduled for March 22
- Thurston
 - Students working on Passion projects
 - High school counselors and ASB students visiting TMS students to present activities and classes to next year's incoming freshmen
 - 8th grade parent night is March 21 at the high school
- LBHS
 - Seniors finished scholarship essays through the LBHS Scholarship Foundation
 - Spring musical is Joseph and the Amazing Technicolor Dreamcoat
 - The Wind Ensemble will travel to New York to perform in Carnegie Hall
 - Athletics update

CSEA Representative – Margaret Warder, CSEA President

- CSEA participated in the second day of IBB (negotiations)

LaBUFA Representative – Sara Hopper, LaBUFA President

- No report

Board Members

Board members reported as follows:

Member Kelly

- No report

Member Wolff

- No report

Member Perry

- Attended SchoolPower Endowment meeting

Member Normandin

- Attended Community Coalition

President Vickers

- Attended PTA Council

Superintendent Vloria

- No report

Cabinet

Leisa Winston, Assistant Superintendent, Human Resources and Public Communications

- No report

Alysia Odipo, Assistant Superintendent, Instructional Services

- No report

Jeff Dixon, Assistant Superintendent, Business Services

- No report

Chris Duddy, Principal, El Morro Elementary

- Mr. Duddy presented the El Morro School Story
 - Relationships matter
 - Professional development – building capacity
 - K-12 opportunity – learning from each other
 - Community partnerships

CONSENT CALENDAR

Member Normandin pulled item 12.a.ii. to be voted on separately.

Member Wolff moved approval of Consent Calendar items ai – j, minus a.ii. Member Normandin seconded.

Public Comment: None

Discussion: None

- a. Approval of Minutes
 - i. February 28, 2019 (Special Meeting)
 - ii. ~~February 12, 2019 (Regular Meeting)~~ pulled to be voted on separately
- b. Approval/Ratification of Personnel Report
- c. Approval/Ratification of Conference/Workshop Attendance
- d. Approval of Field Trip(s)
- e. Approval of Agreements for Contracted Services – Special Education
- f. Approval of Agreements for Contracted Services – Technology
- g. Approval/Ratification of Warrants #396762 through #397029 in the amount of \$1,956,512.25 Dates: 2/1/2019 through 2/28/2019
- h. Approval of Community Facilities District 98-1 (Crystal Cove) Administrative Expense Fund Disbursements Totaling \$2,218.80
- i. Agreement for Contracted Services with David Taussig & Associates, Inc., to Administer the Mello-Roos Special Taxes in Community Facilities District (“CFD”) No. 98-1 with a Not-to-Exceed Amount of \$13,000 for Fiscal year 2019/2020
- j. Approval of the Fourth Renewal Award of Contract for Furniture and Equipment with Tangram Interiors through March 24, 2020

Discussion: None

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

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

Member Wolff moved approval of Consent Calendar items aii. Member Perry seconded.

Motion carried 4-0-1. Members Vickers, Wolff, Perry, and Kelly voted yes. Member Normandin abstained.

INFORMATION ITEMS

Laguna Beach Police Department School Resource Officer: Student Spotlight

The Board received the student spotlight report from Corporal Ashton. The student spotlight was created to honor students who promote positivity, diversity, inclusion and support, commit to community service off campus, and show school spirit.

2019 Summer School Program Update

The Board received the 2019 summer school plan, including intervention and enrichment classes, presented by Dr. Odipo.

Board members asked clarifying questions.

ACTION ITEMS

Approval of Positive Certification of Second Interim Report

Mr. Dixon introduced the item stating the revenue changes were very slight and the expenditure changes reflected increases in salaries.

Public Comment: Howard Hills commented.

Board Member Questions: None

Member Kelly moved approval. Member Wolff seconded.

Discussion: The Board commended Mr. Dixon and his staff for the thoroughness of the report.

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

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

Approval of California School Board Association (CSBA) 2019 Delegate Assembly Election

Dr. Vilorio introduced the item and turned the election of CSBA Delegate Assembly over to Peggy Wolff, who is the Board representative. Member Wolff stated her recommendation includes candidates from both north and south county, an elementary district, a high school district, and several unified districts. The candidates vary in experience, with several being first time candidates for a CSBA delegate position. The nine candidate recommendations were:

1. Elizabeth Gonzalez, Centralia Elementary School District
2. Ian Collins, Fountain Valley School District
3. Bonnie Castrey, Huntington Beach Union High School District
4. Karin M. Freeman, Placentia-Yorba Linda Unified School District
5. Xavier Nguyen, Westminster School District
6. Charlene Metoyer, Newport-Mesa Unified School District
7. Dr. Edward Wong, Saddleback Valley Unified School District
8. Susie Swartz, Saddleback Valley Unified School District
9. Al Jabbar, Anaheim Union High School District

Public Comment: Howard Hills commented.

Board Member Questions: Member Perry asked for clarification of Member Wolff's process for determining recommendations of delegates. Discussion occurred.

Member Normandin moved approval. Member Wolff seconded.

Discussion: Member Perry asked for an amendment to the motion to include Carrie Flanders, Brea Olinda USD. Discussion occurred. An amendment was made to remove Bonnie Castrey and add Carrie Flanders.

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

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

Approval of South County Special Education Local Plan Area Community Advisory Committee Members for 2018-2020

Dr. Odipo introduced the item.

Public Comment: Howard Hills commented. Ken Parker commented.

Board Member Questions: None

Member Kelly moved approval. Member Wolff seconded.

Discussion: None

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

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

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

Dr. Odipo introduced the item stating the request to increase the existing contract is based on current legal issues.

Public Comment: Howard Hills commented.

Superintendent Vilorio clarified the district currently uses three firms for special education legal issues.

Member Normandin moved approval. Member Wolff seconded.

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

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

Approval of Board Policies – Second Reading

Dr. Vioria introduced the item. He stated on February 6, 2019, the Board of Education held a special meeting to review and discuss the bylaws and policies listed below. On February 12, 2019 the Board received each bylaw and policy for a first reading. The following bylaws and policies were approved to move forward for a second reading and final approval.

Bylaw/Policy	Title	Action
BB 9100	Organizational Meeting	Approved
BB 9110	Terms of Office	Approved
BB 9121	President	Approved
BB 9122	Secretary	Approved
BB 9123	Clerk	Approved
BB 9124	Attorney	Approved
BB 9223	Filling Vacancies	Approved
BB 9240	Board Training	Approved
BB 9250	Remuneration/Reimbursement	Approved
BB 9270	Conflict of Interest	Approved
BB 9324	Minutes and Recordings	Approved
BP 0460	Local Control Accountability	Approved
BP 3350	Travel Expenses	Approved

Public Comment: Howard Hills commented. Emil Monda commented.

Member Kelly moved approval of all Board Bylaws. Member Wolff seconded.

Discussion: Member Perry stated that not following the Board bylaws has taken away confidence in the community, confidence in the Board, confidence in administration. She has received many comments from people regarding Board Bylaw 9100 who fear retaliation.

Member Normandin asked for the addition of wording to item 5, that states, “including Board self-evaluation.”

Member Normandin addressed the shift in BB 9100 and addressed previous comments made regarding the election of the Board president.

Member Kelly moved the agenda. No second was made.

Member Perry responded to Member Normandin.

Member Kelly moved the agenda. Member Wolff seconded.

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

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

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

Approval of Board Policies –First Read

Dr. Vilorio introduced the item. On February 6, 2019, the Board of Education held a special meeting to review and discuss the bylaws and policies listed below. On February 12, 2019 the Board received each bylaw and policy for a first reading. The following bylaws and policies were discussed and revisions were requested. These bylaws are brought back for a first reading and discussion.

Bylaw	Title	Comments/Action
9230	Orientation	Howard Hills commented. Member Kelly moved for a second reading. Member Normandin seconded. Student Board Representative Piper Warner cast a provisional vote in favor. Motion carried 5-0. Members Vickers, Normandin, Wolff, Perry, and Kelly voted yes.
9322	Agenda/Meeting Materials	Howard Hills commented. Member Normandin moved to bring this item back for review and discussion to the March 18 Board Policy workshop and advice of counsel. Member Wolff seconded. Student Board Representative Piper Warner cast a provisional vote in favor. Motion carried 5-0. Members Vickers, Normandin, Wolff, Perry, and Kelly voted yes.
9400	Board Self-Evaluation	Howard Hills commented. Member Normandin moved for a second reading. Member Wolff seconded. Student Board Representative Piper Warner cast a provisional vote in favor. Motion carried 5-0. Members Vickers, Normandin, Wolff, Perry, and Kelly voted yes.

Approval and Acceptance of the 10-Year Facilities Master Plan Update; A Dynamic Living Document That is Updated on an Annual Basis and Services as a Planning Tool to Reflect Current Progress and Alterations from Changing Conditions and District Needs

Mr. Dixon introduced the item. There have been no changes since the plan was presented on February 12, 2019.

Public Comment:

Board Member Questions:

Member Kelly moved approval. Member Wolff seconded.

Discussion: The Board thanked staff for the thorough job and for incorporating the community.

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

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

Approval of Updates to Hardware that Supports the Video Recording and Streaming Systems

Mr. Morrison introduced the item stating the district is seeking direction in how to proceed. He provided options for replacement.

Public Comment: Howard Hills commented.

Board Member Questions: Board members asked clarifying questions regarding replacement options.

Member Normandin moved to replace the Vaddio portion only and asked staff to research options for replacement of the Granicus system. Member Wolff seconded.

Student Board Representative Piper Warner 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, Requests for Information, or General Comments

Member Kelly stated he has read the WASC re-accreditation for LBHS and encourages everyone to read the report and see the good story.

Member Perry commented on information item request received by the Board regarding weighted classes at LBHS. Member Perry requested that topic be placed on the next Board agenda as an information item.

President Vickers deferred to staff for timing of placement. Dr. Vilorio stated course approvals will be brought for approval at the next Board meeting, including all of the courses that recently came out curriculum council for approval. All courses that identify courses that are currently receiving grade weights under the UC. Dr. Vilorio asked for clarification of the request.

Member Normandin stated this is a subject matter that has already been voted on. She requested legal clarification on the responsibility of staff to prepare Board items and information when a member of the public requests an item be placed on the agenda.

Attorney Bresee commented on a specific case in response to Member Normandin. Direction of the Board to the superintendent should be given. He explained a request for reconsideration.

Discussion was held regarding responsibilities of the Board versus the school site for presentation of information.

Dr. Vilorio clarified, staff brings to the Board the courses and the Board approves for middle school through high school. At that time it will include a list of all the courses we currently offer for the next school year. That will indicate whether those classes are UC weighted or not and what is currently in progress. Curriculum Council has brought forward a recommendation to the Board to approve additional courses however, we can't guarantee they are going to receive UC honors weight until we apply and if the UC grants that we will also indicate that in the course catalog discussion. Courses will be an action item at the next Board meeting.

Member Perry has heard from at least 100 people in the community over the last month who are fearful of coming to administration and the Board for fear of retaliation to their students. She spoke with Dr. Vilorio who suggested she bring some of her questions to the Board to discuss, which related to Board protocol and constitutional rights as an individual. She distributed questions to the Board and Attorney Bresee. Dee would like to discuss her questions at the next protocol workshop.

She attended the living landmark and the LBHS Student Senate meeting. She would like the Board to come up with some way to instill in our community for people not to be afraid to come and talk to administration and Board members because of the culture that has been created. She said parents are afraid to come to Dr. Vilorio. Discussion was held regarding the complaint process. She shared an old article titled rethinking the School Board's Role.

Member Wolff made the following points:

- The school board operates as a five person, majority rules Board. Members don't individual power, it's quoted in Board Bylaw 9200.
- Each Board member has a right to their individual vote and each vote is respected by Member Wolff. To insinuate votes are mean or bullying is unprofessional and disrespectful of each member who has a differing opinion. In 2017 the Board did not break a bylaw with the Board did not rotate positions, nor did they in 2018.
- Respects each Board right to have their own vote. Goal is to treat as professional colleagues and be respectful but has right to own vote and explains in advance.
- Write a letter to clarify that did not break the bylaw

Member Wolff recommended have the Aspen group present for Board workshop in May, or another group that the Board agrees on.

Member Wolff believes it would be beneficial to allow student representatives to comment at the end of each meeting as the Board members do.

The Board provided direction for the superintendent to bring back an information item at the next Board meeting for options for a facilitator for the Board Governance and Protocols workshop.

Student Representative Piper Warner relayed an experience when she was anticipating being selected as Vice President of ASB and was not elected to that position.

Member Normandin would like to explore what Interest Based Bargaining training would look like for the Board. Superintendent Vioria will provide an update to the Board in a Weekly Update for the Board to review. She also requested information on how to address meetings when two Board members have declined attendance at a Board meeting. Staff will bring potential dates back to the Board at a future meeting for replacement of the September 10 meeting date. Member Normandin asked for consideration of holding one meeting date for recognitions only. By consensus of the Board, staff will bring back recommendations for how that might look.

Board member Normandin suggested the Board have a communication format to discuss the joys, positives and governance of what the Board is doing. More discussion is needed.

Member Normandin asked to send clarifying questions to the attorney regarding Board authority. The board confirmed through consensus.

Member Vickers expressed appreciation for the ribbon cutting ceremony for building 100 at the high school. She also thanked the staff members who arrange readers for Read Across America and Dr. Odipo for the growth of the DELAC meetings and parent participation. She also stated the Board Policy Workshop scheduled for Monday, March 18 would be audio recorded.

Adjournment

Member Normandin moved to adjourn. Member Wolff seconded.

The next regular Board meeting is scheduled for March 26, 2019.

Motion carried 5-0. Members Vickers, Normandin, Wolff, Perry, and Kelly voted yes. to adjourn the meeting. The meeting adjourned at 9:00 p.m.

Carol Normandin
Clerk of the Board
March 26, 2019

Laguna Beach Unified School District

12.b. CONSENT/ACTION

March 26, 2019

Approval/Ratification: Personnel Report

Proposal

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

Background

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

Budget Impact

Expenditures are within budgeted appropriations as indicated.

Recommended Action

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

PERSONNEL REPORT**March 26, 2019****I. RESIGNATIONS/RETIREMENTS:**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Sandra Murphy PC06SA0501	Instructional Assistant, Bilingual Thurston Middle School	March 7, 2019
Tommy Newton-Neal PC04SE0131	Instructional Assistant, Special Ed Laguna Beach High School	March 15, 2019

II. EMPLOYMENT:

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

III. EMPLOYMENT: Student Worker/Workability Program

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Gavin Carlton	Student Worker - Workability Laguna Beach High School 0104644575-2960 NTE: 50 hours	March 18, 2019 to June 30, 2019 Workability Funds \$12.00 per hour
Janine Johnson	Student Worker - Workability Laguna Beach High School 0104644575-2960 NTE: 50 hours	March 11, 2019 to June 30, 2019 Workability Funds \$12.00 per hour

IV. EMPLOYMENT: Short Term Assignments - Extra Duty

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Victoria Brinkmeyer	Home Hospital Instruction Laguna Beach High School 0105011012-1130 NTE: 14 hours	March 1, 2019 to June 20, 2019 General Fund \$46.83 per hour
Stacy Shepherd	After School Math Prep - Third Grade Top of the World Elementary 0108011005-1130 NTE: 6 hours	March 1, 2019 to June 20, 2019 General Fund \$40.17 per hour
Stacy Shepherd	After School Math Teacher - Third Grade Top of the World Elementary 0108011005-1130 NTE: 12 hours	March 1, 2019 to June 20, 2019 General Fund \$46.83 per hour

V. EMPLOYMENT: Short Term Assignments - Performing Arts

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Jason Bonham	Woodwinds Coach Thurston Middle School 0106315016-2970 NTE: 20 hours	PA Funds \$28.11 per hour March 1, 2019 to June 20, 2019
Tyler Cruel	Brass Coach Thurston Middle School 0106315016-2970 NTE: 12 hours	PA Funds \$28.11 per hour March 1, 2019 to June 20, 2019
Auti Kamal	Professional Expert - Dance Laguna Beach High School 0105315017-2970 NTE: 14 hours	PA Funds \$36.53 per hour March 1, 2019 to July 31, 2019
Tyler McGeough	Brass Coach Thurston Middle School 0106315016-2970 NTE: 16 hours	PA Funds \$28.11 per hour March 1, 2019 to June 20, 2019
Anibal Seminario	Woodwinds Coach Thurston Middle School 0106315016-2970 NTE: 20 hours	PA Funds \$28.11 per hour March 1, 2019 to June 20, 2019

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

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

VII. EMPLOYMENT: Short Term Assignments - ASB Funds

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

VIII. EMPLOYMENT: Short Term Assignments - PTA

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Olga Simon	After School Crafting Top of the World Elementary 0108015600-2145 NTE: 8 hours	PTA Funds \$28.11 per hour March 1, 2019 to June 20, 2019

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

Work Site: Laguna Beach High School

General Fund Account: 0105311075-1185/2140

Fall Sports Calendar 2018/19:

In-Season: August 6 - November 2, 2018

CIF Playoff: November 2 - December 8, 2018

Winter Sports Calendar 2018/19:

In-Season: November 12 - February 1, 2019

CIF Playoff: February 5 to March 9, 2019

Spring Sports Calendar 2018/19:

In-Season: February 9 - May 11, 2019

CIF Playoff: April 27 - May 29, 2019

Baseball

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Jeff Sears	Head Coach, In Season	\$4,933.68
Jon Hendrickson	JV Head Coach, In Season	\$3,486.51
Austin Paxson	Assistant Coach, In Season	\$3,330.23
Jairo Ochoa	Assistant Coach, In Season	\$3,330.23

Cheer - Coed:

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Mike Burns	Head Coach, In Season	\$4,933.68
Devon Mayfield	Assistant Coach, In Season	\$3,330.23

Golf - Boys:

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Sean Quigley	Head Coach, In Season	\$4,933.68
Scott Finn	Assistant Coach, In Season	\$3,486.51
Tom Levinstein	Assistant Coach, In Season	\$3,330.23

Lacrosse - Boys

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Chris Nunziata	Head Coach, In Season	\$6,167.10
Rich Knox	Assistant Coach, In Season	\$3,330.23

Lacrosse - Girls

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Robert Sant, Jr	Head Coach, In Season	\$4,933.68
Megan Sant	Assistant Coach, In Season	\$3,330.23

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

Work Site: Laguna Beach High School

General Fund Account: 0105311075-1185/2140

Sand Volleyball - Girls:

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Steve McFadden	Head Coach, In Season	\$3,330.23
Nicolette Martin	Assistant Coach, In Season	\$2,343.50
Steve McFadden	JV Head Coach, In Season	\$1,500.00
Nicolette Martin	JV Assistant Coach, In Season	\$1,156.50

Softball

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
James Crawford	Head Coach, In Season	\$4,933.68
Scott Crawford	Assistant Coach, In Season	\$3,330.23
Jason Simpson	Assistant Coach, In Season	\$3,330.23

Swim - Coed:

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Kari Damato	Head Coach, In Season	\$7,649.01

Swim - Boys:

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

Swim - Girls:

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Mackenzie Beck	Assistant Coach, In Season	\$3,330.23
Nicole Clark	Assistant Coach, In Season	\$3,330.23
George Lyle	Assistant Coach, In Season	\$3,330.23
Curt Wilson	Assistant Coach, In Season	\$1,000.00

Tennis - Boys

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Rick Conkey	Head Coach, In Season	\$4,933.68
Nicolas Radisay	Assistant Coach, In Season	\$3,330.23
Hayden Seitz	Assistant Coach, In Season	\$1,665.12
Audrey Masciorini	Assistant Coach, In Season	\$1,665.11

Track - Boys:

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Tommy Newton-Neal	Head Coach, In Season	\$4,933.68
Ryan Belsito	Assistant Coach, In Season	\$3,330.23
Craig MacDonald	Assistant Coach, In Season	\$3,330.23

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

Work Site: Laguna Beach High School

General Fund Account: 0105311075-1185/2140

Track - Girls:

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Steve Lalim	Head Coach, In Season	\$6,908.06
Aliya Shah	Assistant Coach, In Season	\$3,330.23
Fred Pichay	Assistant Coach, In Season	\$3,330.23
Tarquin Stevenson	Assistant Coach, In Season	\$3,330.23

Volleyball - Boys:

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Doug Mauro	Head Coach, In Season	\$4,933.68
Paul Cuevas	Assistant Coach, In Season	\$3,330.23
Tim Ramirez	Assistant Coach, In Season	\$3,330.23
Karen Roberts	Assistant Coach, In Season	\$3,330.23

Waterpolo - Girls

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Ethan Damato	Head Coach, CIF	\$1,480.10
Yoshiye Andersen	Assistant Coach, CIF	\$999.07
Mackenzie Beck	Assistant Coach, CIF	\$999.07
George Lyle	Assistant Coach, CIF	\$999.07

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

Work Site: Laguna Beach High School

Booster Account: 0105315310-1185/2140

Fall Sports Calendar 2018/19:

In-Season: August 6 - November 2, 2018
CIF Playoff: November 2 - December 8, 2018

Winter Sports Calendar 2018/19:

In-Season: November 12 - February 1, 2019
CIF Playoff: February 5 to March 9, 2019

Spring Sports Calendar 2018/19:

In-Season: February 9 - May 11, 2019
CIF Playoff: April 27 - May 29, 2019

Golf - Girls

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Jon Hendrickson	Head Coach, Post Season	\$3,000.00

X. EMPLOYMENT/RELEASES: Short Term Assignments - Coaches/Booster Funded (continued)

Work Site: Laguna Beach High School

Booster Account: 0105315310-1185/2140

Lacrosse - Boys

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Chris Nunziata	Head Coach, In Season	\$4,000.00
Dean Evans	Assistant Coach, In Season	\$3,330.23
Rich Knox	Assistant Coach, In Season	\$2,000.00

Soccer - Girls:

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Daniel Richards	Head Coach, Post Season	\$2,500.00

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

<u>Name:</u>	<u>Classification:</u>	<u>Effective Date:</u>
None		

Laguna Beach Unified School District

12.c. CONSENT/ACTION

March 26, 2019

Approval/Ratification: Conference/Workshop Attendance

Proposal

Staff proposes the Board of Education approve the following requests for attendance at conferences/workshops.

Conferences

Jan Vickers, Jason Vilorio, and Leisa Winston – “California Distinguished School Recognition Program Awards Ceremony” – April 5, 2019 - Anaheim, CA. Jan, Jason, and Leisa will join school site staff in honoring all of the California Distinguished Schools.

Fiscal Impact:

\$	750.00	Registration
\$	<u>60.00</u>	Transportation
\$	810.00	Total

Account #0101377100 – 5220 – Superintendent/Board - Travel/Conference

Dee Perry and Jason Vilorio – “Diversity and the Creative Economy Symposium” – April 29, 2019 - Laguna Beach, CA. A local and regional dialogue about how nurturing inclusion and creativity can foster economic mobility and prosperity for all.

Fiscal Impact:

\$	<u>250.00</u>	Registration
\$	250.00	Total

Account #0101377350 – 5220 – Culture/Climate - Travel/Conference

Total Fiscal Impact: \$ 1,060.00

Laguna Beach Unified School District

12.d. CONSENT/ACTION

March 26, 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 – March 26, 2019

Contractor	Description of Services	Term	Funding	Estimated Cost
Master Contract Journey Academy/TLC Child & Family Services	Residential placement for special education students	03/04/19- 06/30/19		
Individual Contract Journey Academy/TLC Child & Family Services	Residential school tuition for a special education student	03/04/19- 06/30/19	Non-Public School \$15,018 - 0104632210-5875 \$ 9,049 - 0104632210-5889 \$43,232 - 0104632210-5898	\$67,299

Laguna Beach Unified School District

12.e. CONSENT/ACTION

March 26, 2019

Approval/Ratification: Agreements and Contracts - Technology Services

Proposal

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

Background

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

Budget Impact

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

Recommended Action

Staff recommends the Board of Education approve the following contracts.

Laguna Beach Unified School District

Technology Contracts/Licenses - March 26, 2019

Contractor	Description of Services	Term	Funding	Estimated Cost
Nepriis	Industry Expert Database Connection Service	3/27/19 - 3/26/20 New Contract	0113015040-5805	\$12,000
Classlink	Rostering Services for Beach Port	3/27/19 - 3/26/20 Renewal	0113457175-5805	\$1,495

Laguna Beach Unified School District

12.f. CONSENT/ACTION

March 26, 2019

Approval: Warrants #397030 Through #397218 in the Amount of \$582,489.46
Dates: 03/01/2019 through 03/15/2019

Proposal

Staff proposes the Board of Education approve/ratify Warrants #396762 through #397218 in the amount of \$582,489.46.

Background

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

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

Budget Impact

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

Recommended Action

Staff recommends the Board of Education approve/ratify the warrants in the amount of \$582,489.46.

SELECT Check ID's and Numbers: 760 ; Check Dates: 03012019

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397030	03/01/19	ABEDI Inc.	JANUARY 2019	0104602140	5894	IBI SUPERVISION	1,616.87
						CHECK TOTAL:	1,616.87
00397031	03/01/19	ACSA Foundation Educa	TRAVEL & CONFERENCE	0109397150	5220	TRAVEL & CONFERENCE	425.00
			TRAVEL & CONFERENCE	0109397150	5220	TRAVEL & CONFERENCE	425.00
						CHECK TOTAL:	850.00
00397032	03/01/19	Air-Ex Air Conditionin	HVAC	0102477408	5660	HVAC	4,907.08
						CHECK TOTAL:	4,907.08
00397033	03/01/19	Baker Electric Inc.	ELECTRICAL REPAIRS	0107477408	5661	ELECTRICAL REPAIRS	4,318.03
						CHECK TOTAL:	4,318.03
00397034	03/01/19	Caputo,Christopher J.	MISC OUTSIDE VENDOR	0106315015	5860	MISC OUTSIDE VENDOR	2,250.00
						CHECK TOTAL:	2,250.00
00397035	03/01/19	County of Orange Treas	OUTSIDE ASSESSMENT FEES	0101377100	5895	OUTSIDE ASSESSMENT FEES	28,125.96
						CHECK TOTAL:	28,125.96
00397036	03/01/19	Cox Communications	FEBRUARY 2019	0113457175	5940	INTERNET CONNECTIVITY	97.68
						CHECK TOTAL:	97.68
00397037	03/01/19	Fisher Science Educati	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	1,460.55
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	48.96
						CHECK TOTAL:	1,509.51
00397038	03/01/19	Flinn Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	59.74
						CHECK TOTAL:	59.74
00397039	03/01/19	Harbottle Law Group	LEGAL EXPENSE	0109156100	5835	LEGAL EXPENSE	27.00
			DECEMBER 2018	0104072000	5835	LEGAL EXPENSE	4,353.19
						CHECK TOTAL:	4,380.19
00397040	03/01/19	HIDDLESON LISTENING LA	JANUARY 2019	0104632900	5889	OTHER THERAPY	1,500.00
						CHECK TOTAL:	1,500.00
00397041	03/01/19	JW Pepper	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	484.85
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	350.19
						CHECK TOTAL:	835.04
00397042	03/01/19	Likins, Elizabeth	2/7 - BUSINESS ADV COMMITTEE	0104644575	5210	MILEAGE REIMBURSEMENT	13.92
						CHECK TOTAL:	13.92
00397043	03/01/19	MAXIM HEALTHCARE SERVI	JANUARY 2019	0104172860	5831	CONSULTANTS-OTHER	4,997.25

SELECT Check ID's and Numbers: 760 ; Check Dates: 03012019

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
CHECK TOTAL:							4,997.25
00397044	03/01/19	New Dimension General	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	3,493.75
CHECK TOTAL:							3,493.75
00397045	03/01/19	NICOLE MILLER & ASSOCI	CONSULTANTS-OTHER	0109156100	5831	CONSULTANTS-OTHER	1,275.00
CHECK TOTAL:							1,275.00
00397046	03/01/19	Norris, Jill	2/8-2/9 - CSLA CONF	0102015380	5220	TRAVEL & CONFERENCE	103.24
CHECK TOTAL:							103.24
00397047	03/01/19	Pearson Assessments	TESTS/SCORING	0104613150	4330	TESTS/SCORING	58.76
CHECK TOTAL:							58.76
00397048	03/01/19	Resilient Communicatio	COMPUTER SUPPLIES	0113017175	4320	COMPUTER SUPPLIES	1,676.29
CHECK TOTAL:							1,676.29
00397049	03/01/19	Safety 1st Pest Contro	JANUARY 2019	0102477409	5550	PEST CONTROL	50.00
			JANUARY 2019	0105477409	5550	PEST CONTROL	175.00
			JANUARY 2019	0106477409	5550	PEST CONTROL	125.00
			PEST CONTROL	0105477409	5550	PEST CONTROL	125.00
			JANUARY 2019	0108477409	5550	PEST CONTROL	125.00
			PEST CONTROL	0102477409	5550	PEST CONTROL	75.00
			JANUARY 2019	0107477409	5550	PEST CONTROL	125.00
CHECK TOTAL:							800.00
00397050	03/01/19	Scholastic Inc.	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	145.44
CHECK TOTAL:							145.44
00397051	03/01/19	Vavrinek Trine Day & C	AUDITS	0100000000	9510	ACCOUNTS PAYABLE MANUAL	1,500.00
			AUDITS	0102377102	5840	AUDITS	2,200.00
CHECK TOTAL:							3,700.00
00397052	03/01/19	Ruhnau Clarke Architec	SOFT COSTS - OTHER (SPECIFY)	4205498650	6282	SOFT COSTS - OTHER (SPEC	486.00
CHECK TOTAL:							486.00
00397053	03/01/19	Sanders Construction S	BUILDING IMPROVEMENTS	4205498650	6230	BUILDING IMPROVEMENTS	52,631.70
			BUILDING IMPROVEMENTS	4205498008	6230	BUILDING IMPROVEMENTS	20,970.45
CHECK TOTAL:							73,602.15
00397054	03/01/19	Signs & Lucite Product	BUILDING IMPROVEMENTS	4205498650	6230	BUILDING IMPROVEMENTS	5,207.68
CHECK TOTAL:							5,207.68

LAGUNA BEACH USD 03/01/19 Commercial Check Register Page 3
FRI, MAR 01, 2019, 7:58 AM --req: ADMIN-----leg: 76 -----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

SELECT Check ID's and Numbers: 760 ; Check Dates: 03012019

<u>Check #</u>	<u>Register</u>	<u>Payee Name</u>	<u>Description</u>	<u>Key</u>	<u>Object</u>	<u>Object Description</u>	<u>Check Amount</u>
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	146,009.58
			GRAND TOTAL				146,009.58

SELECT Check ID's and Numbers: 760 ; Check Dates: 030419

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397055	03/04/19	ASICS AMERICA CORPORAT	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	2,556.31
						CHECK TOTAL:	2,556.31
00397056	03/04/19	B & H Photo Video Inc.	EQUIPMENT-NEW \$500-\$5000	0110377145	4410	EQUIPMENT-NEW \$500-\$5000	1,665.02
						CHECK TOTAL:	1,665.02
00397057	03/04/19	Cintas Corporation Loc	OTHER CUSTODIAL SUPPLIES	0106477409	4361	OTHER CUSTODIAL SUPPLIES	181.90
			OTHER CUSTODIAL SUPPLIES	0107477409	4361	OTHER CUSTODIAL SUPPLIES	143.86
						CHECK TOTAL:	325.76
00397058	03/04/19	Demco	GENERAL SUPPLIES-NON INSTRUCT	0108015600	4340	GENERAL SUPPLIES-NON INS	197.64
						CHECK TOTAL:	197.64
00397059	03/04/19	Fisher Science Educati	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	149.99
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	162.40
						CHECK TOTAL:	312.39
00397060	03/04/19	FMS Sign Products	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	403.56
						CHECK TOTAL:	403.56
00397061	03/04/19	Harbottle Law Group	JANUARY 2019	0104072000	5835	LEGAL EXPENSE	10,813.20
						CHECK TOTAL:	10,813.20
00397062	03/04/19	HD SUPPLY CONSTRUCTION	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	160.63
						CHECK TOTAL:	160.63
00397063	03/04/19	JFK Transportation	CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	393.00
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	350.00
						CHECK TOTAL:	743.00
00397064	03/04/19	Johnson Controls Fire	3/1/19 - 5/31/19	0102477409	5560	ALARM MONITORING	268.75
			3/1/19 - 5/31/19	0102477409	5560	ALARM MONITORING	335.94
						CHECK TOTAL:	604.69
00397065	03/04/19	Lakeshore Learning Mat	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	202.48
						CHECK TOTAL:	202.48
00397066	03/04/19	Maintex	OTHER CUSTODIAL SUPPLIES	0108477409	4361	OTHER CUSTODIAL SUPPLIES	1,623.10
			OTHER CUSTODIAL SUPPLIES	0107477409	4361	OTHER CUSTODIAL SUPPLIES	1,117.78
			OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	1,986.08
						CHECK TOTAL:	4,726.96
00397067	03/04/19	OCDE	OUTSIDE PRINTING	0110397140	5870	OUTSIDE PRINTING	64.65
						CHECK TOTAL:	64.65

SELECT Check ID's and Numbers: 76@ ; Check Dates: 030419

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397068	03/04/19	Office Depot	GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	6.56
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	6.45
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	51.96
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	183.07
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	96.93
						CHECK TOTAL:	344.97
00397069	03/04/19	STRING TENNIS SHOP	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	506.43
			MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	693.48
						CHECK TOTAL:	1,199.91
00397070	03/04/19	Tangram Interiors	EQUIPMENT-NEW \$500-\$5000	0105011012	4410	EQUIPMENT-NEW \$500-\$5000	1,308.21
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	1,093.37
						CHECK TOTAL:	2,401.58
00397071	03/04/19	Ward's Natural Science	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	31.96
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	1,499.87
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	19.31
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	49.55
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	565.52
						CHECK TOTAL:	2,166.21
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							28,888.96
GRAND TOTAL							28,888.96

SELECT Check ID's and Numbers: 76@ ; Check Dates: 030519

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397072	03/05/19	BERTRAND'S HORN IMPROV	EQUIPMENT-NEW \$500-\$5000	0102011190	4410	EQUIPMENT-NEW \$500-\$5000	11,560.45
			MATERIALS & SUPPLIES-INSTRUCT	0102011190	4310	MATERIALS & SUPPLIES-INS	1,228.29
						CHECK TOTAL:	12,788.74
00397073	03/05/19	BERTRAND'S HORN IMPROV	MISC REPAIR	0102011190	5690	MISC REPAIR	146.51
			MISC REPAIR	0102011190	5690	MISC REPAIR	160.05
			MISC REPAIR	0102011190	5690	MISC REPAIR	189.48
			MISC REPAIR	0102011190	5690	MISC REPAIR	172.58
			MISC REPAIR	0102011190	5690	MISC REPAIR	195.85
			MISC REPAIR	0102011190	5690	MISC REPAIR	126.12
			MISC REPAIR	0102011190	5690	MISC REPAIR	136.27
			MISC REPAIR	0102011190	5690	MISC REPAIR	252.28
			MISC REPAIR	0102011190	5690	MISC REPAIR	252.28
			MISC REPAIR	0102011190	5690	MISC REPAIR	205.80
			MISC REPAIR	0102011190	5690	MISC REPAIR	166.50
			MISC REPAIR	0102011190	5690	MISC REPAIR	90.78
			MISC REPAIR	0102011190	5690	MISC REPAIR	144.89
			MISC REPAIR	0102011190	5690	MISC REPAIR	90.78
			MISC REPAIR	0102011190	5690	MISC REPAIR	171.33
			MISC REPAIR	0102011190	5690	MISC REPAIR	191.72
						CHECK TOTAL:	2,693.22
00397074	03/05/19	Cox Communications	FEBRUARY 2019	0106091008	5860	MISC OUTSIDE VENDOR	15.35
						CHECK TOTAL:	15.35
00397075	03/05/19	Dick Blick	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	56.25
						CHECK TOTAL:	56.25
00397076	03/05/19	Express Pipe & Supply	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	84.63
						CHECK TOTAL:	84.63
00397077	03/05/19	Frontier California In	FEBRUARY 2019	0105477409	5920	TELEPHONE SERVICE	322.06
			FEBRUARY 2019	0106477409	5920	TELEPHONE SERVICE	239.15
			FEBRUARY 2019	0107477409	5920	TELEPHONE SERVICE	256.76
			FEBRUARY 2019	0108477409	5920	TELEPHONE SERVICE	180.45
			FEBRUARY 2019	0102477409	5920	TELEPHONE SERVICE	231.22
						CHECK TOTAL:	1,229.64
00397078	03/05/19	Frontier California In	FEBRUARY 2019	0105477409	5920	TELEPHONE SERVICE	129.60
						CHECK TOTAL:	129.60
00397079	03/05/19	HD SUPPLY CONSTRUCTION	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	176.65
						CHECK TOTAL:	176.65

SELECT Check ID's and Numbers: 76@ ; Check Dates: 030519

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397080	03/05/19	JW Pepper	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	71.10
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	59.27
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	105.67
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	114.22
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	580.93
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	300.00
			MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	64.79
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	102.66
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	29.51
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	24.39
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	24.99
			MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	110.37
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	10.51
			MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	14.69
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	3.24
			MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	116.67
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	144.38
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	385.36
						CHECK TOTAL:	2,262.75
00397081	03/05/19	Laguna Beach Water Dis	11/27/18 - 1/28/19	0108477409	5530	WATER - UTILITIES	1,865.36
						CHECK TOTAL:	1,865.36
00397082	03/05/19		2/11/19 - 2/15/19	0104632900	5878	PARENT REIMBURSEMENT (LE	1,625.00
			2/18/19 - 2/22/19	0104632900	5878	PARENT REIMBURSEMENT (LE	1,625.00
			2/25/19 - 3/1/19	0104632900	5878	PARENT REIMBURSEMENT (LE	1,625.00
						CHECK TOTAL:	4,875.00
00397083	03/05/19	PITNEY BOWES GLOBAL FI	GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	243.60
						CHECK TOTAL:	243.60
00397084	03/05/19	Ralphs Grocery Company	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	77.96
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	20.24
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	100.00
						CHECK TOTAL:	198.20
00397085	03/05/19	Southern Calif Gas Co.	FEBRUARY 2019	0107477409	5510	HEAT - UTILITIES	492.71
						CHECK TOTAL:	492.71
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							27,111.70
GRAND TOTAL							27,111.70

SELECT Check ID's and Numbers: 76@ ; Check Dates: 030619

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397086	03/06/19	CDW GOVERNMENT LLC	EQUIPMENT-COMPUTER \$500-\$5000	0113017175	4460	EQUIPMENT-COMPUTER \$500- CHECK TOTAL:	1,383.59 1,383.59
00397087	03/06/19	Dick Blick	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	24.57 24.57
00397088	03/06/19	Grainger	MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES CHECK TOTAL:	322.18 246.62 568.80
00397089	03/06/19	JENNIFER TONEY SPEECH	FEBRUARY 2019	0104632900	5887	SPEECH THERAPY CHECK TOTAL:	4,335.00 4,335.00
00397090	03/06/19	Mardan Center of Educa	FEBRUARY 2019 FEBRUARY 2019 -SPEECH	0104632210	5875	TUITION TUITION CHECK TOTAL:	2,927.52 210.00 3,137.52
00397091	03/06/19	Ocean View School	FEBRUARY 2019	0104632210	5100	SUBAGREEMENTS FOR SERVIC CHECK TOTAL:	4,392.39 4,392.39
00397092	03/06/19	Office Depot	MATERIALS & SUPPLIES-INSTRUCT COPIER PAPER MATERIALS & SUPPLIES-INSTRUCT COPIER PAPER MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT	0108011005 0108011005 0108011005 0108015040 0108011005 0108011005 0108011005 0108011005 0108091005 0102397406	4310 4312 4310 4322 4310 4310 4310 4310 4340 4340	MATERIALS & SUPPLIES-INS COPIER PAPER MATERIALS & SUPPLIES-INS PRINTERS <\$250 & INK/SUP MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS GENERAL SUPPLIES-NON INS GENERAL SUPPLIES-NON INS CHECK TOTAL:	-73.26 2,725.21 164.79 1,744.18 73.26 22.76 23.65 33.28 41.18 17.38 4,772.43
00397093	03/06/19	PAPER RECYCLING AND SH	OTHER MAINTENANCE SERVICES	0101377100	5692	OTHER MAINTENANCE SERVIC CHECK TOTAL:	50.00 50.00
00397094	03/06/19	Pearson Assessments	TESTS/SCORING	0104613150	4330	TESTS/SCORING CHECK TOTAL:	308.28 308.28
00397095	03/06/19	Saddleback Valley Unif	OTHER LOCAL AGENCY FEES	0104072000	5852	OTHER LOCAL AGENCY FEES CHECK TOTAL:	1,047.10 1,047.10
00397096	03/06/19	Snyder's Cleaners	MISC OUTSIDE VENDOR	0105315015	5860	MISC OUTSIDE VENDOR CHECK TOTAL:	281.99 281.99

SELECT Check ID's and Numbers: 76@ ; Check Dates: 030619

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397097	03/06/19	St. Joseph Health Syst	CONSULTANTS-OTHER	0110397135	5831	CONSULTANTS-OTHER	1,000.00
						CHECK TOTAL:	1,000.00
00397098	03/06/19	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	87.51
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	11.64
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	6.09
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	14.54
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	144.39
						CHECK TOTAL:	264.17
00397099	03/06/19	The LaunchPad Therapy	FEBRUARY 2019	0104632900	5885	OCCUPATIONAL THERAPY	575.00
			FEBRUARY 2019	0104632900	5885	OCCUPATIONAL THERAPY	4,390.00
						CHECK TOTAL:	4,965.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							26,530.84
GRAND TOTAL							26,530.84

SELECT Check ID's and Numbers: 768 ; Check Dates: 030719

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397100	03/07/19	Advanced Alarm & Fire	ALARM MONITORING ALARM MONITORING	0105477409 0106477409	5560 5560	ALARM MONITORING ALARM MONITORING	305.00 355.00
						CHECK TOTAL:	660.00
00397101	03/07/19	ALL CITY MANAGEMENT SE	1/27/19 - 2/9/19	0106098040	5860	MISC OUTSIDE VENDOR	769.60
						CHECK TOTAL:	769.60
00397102	03/07/19	Apple Computer Inc.	EQUIPMENT-NEW \$500-\$5000	0101377100	4320	COMPUTER SUPPLIES	709.34
						CHECK TOTAL:	709.34
00397103	03/07/19	Beacon Day School	FEBRUARY 2019	0104632210	5875	TUITION	9,792.10
						CHECK TOTAL:	9,792.10
00397104	03/07/19	CALIFORNIA SCHOOLS EMP	MARCH 2019 MARCH 2019 MARCH 2019 MARCH 2019 MARCH 2019	0102017400 0102397400 0102017400 0102397400 0102397400	3401 3402 3401 5831 3402	HEALTH & WELFARE, CERTIF HEALTH & WELFARE, CLASSIF HEALTH & WELFARE, CERTIF CONSULTANTS-OTHER HEALTH & WELFARE, CLASSIF	2,796.31 1,377.28 19,396.61 543.00 9,553.56
						CHECK TOTAL:	33,666.76
00397105	03/07/19	CDW GOVERNMENT LLC	COMPUTER PRINTERS \$250-\$5,000 COMPUTER SUPPLIES	0108091005 0104613150	4462 4320	COMPUTER PRINTERS \$250-\$ COMPUTER SUPPLIES	425.27 965.68
						CHECK TOTAL:	1,390.95
00397106	03/07/19	Culver Newlin Inc.	EQUIPMENT-NEW >\$5000 EQUIPMENT-NEW \$500-\$5000 EQUIPMENT-NEW \$500-\$5000 EQUIPMENT-NEW \$500-\$5000	0102397400 0102397400 0102397400 0102397400	6410 4410 4410 4410	EQUIPMENT-NEW >\$5000 EQUIPMENT-NEW \$500-\$5000 EQUIPMENT-NEW \$500-\$5000 EQUIPMENT-NEW \$500-\$5000	457.94 662.66 425.76 1,330.71
						CHECK TOTAL:	2,877.07
00397107	03/07/19	Follett School Solutio	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	398.48
						CHECK TOTAL:	398.48
00397108	03/07/19	Gray Step Software Inc	ANNUAL SOFTWARE LICENSE FEE	0106091008	5805	ANNUAL SOFTWARE LICENSE	799.00
						CHECK TOTAL:	799.00
00397109	03/07/19	Harbottle Law Group	JANUARY 2019	0104072000	5835	LEGAL EXPENSE	838.50
						CHECK TOTAL:	838.50
00397110	03/07/19	JFK Transportation	CHARTER BUS-ATHLETIC/FIELD TRP CHARTER BUS-ATHLETIC/FIELD TRP CHARTER BUS-ATHLETIC/FIELD TRP	0105311075 0105315017 0105311075	5865 5865 5865	CHARTER BUS-ATHLETIC/FIE CHARTER BUS-ATHLETIC/FIE CHARTER BUS-ATHLETIC/FIE	350.00 485.00 350.00
						CHECK TOTAL:	1,185.00

SELECT Check ID's and Numbers: 768 ; Check Dates: 030719

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397111	03/07/19	Laguna Beach Water Dis	12/27/18 - 2/26/19 WATER - UTILITIES 12/27/18 - 2/26/19 12/27/18 - 2/26/19	0107477409 0107477409 0107477409 0107477409	5530 5530 5530 5530	WATER - UTILITIES WATER - UTILITIES WATER - UTILITIES WATER - UTILITIES	346.11 493.61 501.72 340.86 CHECK TOTAL: 1,682.30
00397112	03/07/19	Lakeshore Learning Mat	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0108011005 0108015040 0108015600	4310 4310 4310	MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS	47.95 200.00 225.00 CHECK TOTAL: 472.95
00397113	03/07/19	McCluan, Jennifer Hele	CONSULTANTS-INSTRUCTIONAL	0102015380	5830	CONSULTANTS-INSTRUCTIONA	1,850.00 CHECK TOTAL: 1,850.00
00397114	03/07/19	McGill, Loryn Rachel	FEBRUARY 2019	0104632900	5887	SPEECH THERAPY	750.00 CHECK TOTAL: 750.00
00397115	03/07/19	Orange County Therapy	FEBRUARY 2019 FEBRUARY 2019 FEBRUARY 2019	0104632900 0104632900 0104632900	5100 5886 5100	SUBAGREEMENTS FOR SERVIC PHYSICAL THERAPY SUBAGREEMENTS FOR SERVIC	13,500.00 2,610.00 1,750.00 CHECK TOTAL: 17,860.00
00397116	03/07/19	Pearson Assessments	TESTS/SCORING	0102014011	4330	TESTS/SCORING	397.71 CHECK TOTAL: 397.71
00397117	03/07/19	Southwest School and O	COPIER PAPER PRINTERS <\$250 & INK/SUPPLIES MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0107011005 0107011005 0107011005 0107011005 0107011005	4322 4310 4310 4310 4310	PRINTERS <\$250 & INK/SUP MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS	157.83 146.84 11.98 22.46 7.10 CHECK TOTAL: 346.21
00397118	03/07/19	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT COPIER PAPER MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT COPIER PAPER	0105011012 0105011012 0105011012 0105011012 0105011012 0105011012 0106011008 0106015040 0106015040 0106011008 0106011008	4310 4310 4312 4310 4310 4310 4310 4310 4310 4310 4312	MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS COPIER PAPER MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS COPIER PAPER	38.79 5.89 1,376.61 407.25 58.61 57.60 3.55 114.38 142.40 860.38 CHECK TOTAL: 3,065.46

SELECT Check ID's and Numbers: 760 ; Check Dates: 030719

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							79,511.43
GRAND TOTAL							79,511.43

SELECT Check ID's and Numbers: 760 ; Check Dates: 030819

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397119	03/08/19	Air-Ex Air Conditionin	HVAC	0107477408	5660	HVAC	108.05
						CHECK TOTAL:	108.05
00397120	03/08/19	Catlin Rice Tucker	CONSULTANTS-INSTRUCTIONAL	0102015380	5830	CONSULTANTS-INSTRUCTIONAL	3,900.00
						CHECK TOTAL:	3,900.00
00397121	03/08/19	College Board	TESTS/SCORING	0105014730	4330	TESTS/SCORING	2,772.00
			TESTS/SCORING	0105014730	4330	TESTS/SCORING	3,956.00
						CHECK TOTAL:	6,728.00
00397122	03/08/19	Cortez-Redard, Ivonne	MILEAGE - DECEMBER 2018	0102013045	5210	MILEAGE REIMBURSEMENT	52.32
			MILEAGE - JANUARY 2019	0102013045	5210	MILEAGE REIMBURSEMENT	137.34
						CHECK TOTAL:	189.66
00397123	03/08/19	Fratzke, Estes	2/15-2/18 - NORTHWEST REGIONAL	0105315017	5220	TRAVEL & CONFERENCE	122.66
						CHECK TOTAL:	122.66
00397124	03/08/19	Ganahl Lumber	MISC OUTSIDE VENDOR	0105315015	5860	MISC OUTSIDE VENDOR	104.81
						CHECK TOTAL:	104.81
00397125	03/08/19	HD SUPPLY CONSTRUCTION	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	4.97
						CHECK TOTAL:	4.97
00397126	03/08/19	Irvine Ranch Water Dis	SEWER FEES	0107477409	5555	SEWER FEES	41.50
						CHECK TOTAL:	41.50
00397127	03/08/19	Lakeshore Learning Mat	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	200.01
			MATERIALS & SUPPLIES-INSTRUCT	0102115398	4310	MATERIALS & SUPPLIES-INS	95.61
						CHECK TOTAL:	295.62
00397128	03/08/19	LBHS ASB	TRAVEL & CONFERENCE	0105011012	5220	TRAVEL & CONFERENCE	700.00
						CHECK TOTAL:	700.00
00397129	03/08/19	OCDE	IAA-PAYMENTS TO COUNTY OFFICES	0104542110	7142	IAA-PAYMENTS TO COUNTY O	6,713.19
			IAA-PAYMENTS TO COUNTY OFFICES	0104542110	7142	IAA-PAYMENTS TO COUNTY O	15,927.84
						CHECK TOTAL:	22,641.03
00397130	03/08/19	Office Depot	GENERAL SUPPLIES-NON INSTRUCT	0104072000	4340	GENERAL SUPPLIES-NON INS	108.82
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	26.05
			GENERAL SUPPLIES-NON INSTRUCT	0104072000	4340	GENERAL SUPPLIES-NON INS	538.73
						CHECK TOTAL:	673.60
00397131	03/08/19	Orton Gillingham Onlin	TRAVEL & CONFERENCE	0108011005	5220	TRAVEL & CONFERENCE	995.00
			TRAVEL & CONFERENCE	0107011005	5220	TRAVEL & CONFERENCE	895.00

SELECT Check ID's and Numbers: 76@ ; Check Dates: 030819

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
						CHECK TOTAL:	1,890.00
00397132	03/08/19	San Joaquin County Off	OTHER LOCAL AGENCY FEES	0104072000	5852	OTHER LOCAL AGENCY FEES	483.00
						CHECK TOTAL:	483.00
00397133	03/08/19	South Coast Fire Prote	RISK MANAGEMENT	0106477408	5670	RISK MANAGEMENT	138.71
							150.56
							126.86
						CHECK TOTAL:	416.13
00397134	03/08/19	Think It By Hand	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	129.85
						CHECK TOTAL:	129.85
00397135	03/08/19	Ureno, Anakaren	2/25 - 2/27 - CSPRA SEMINAR	0110397140	5220	TRAVEL & CONFERENCE	76.00
							25.06
						CHECK TOTAL:	101.06
00397136	03/08/19	Wade, Steve	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	195.22
						CHECK TOTAL:	195.22
00397137	03/08/19	WINSTON, LEISA	2/25 - 2/27- CALSPRA SEMINAR	0110377145	5220	TRAVEL & CONFERENCE	55.20
						CHECK TOTAL:	55.20
00397138	03/08/19	PACIFIC PLUMBING COMPA	BUILDING IMPROVEMENTS	4205498650	6230	BUILDING IMPROVEMENTS	7,216.00
						CHECK TOTAL:	7,216.00
TOTAL FOR STOCK 76						Laguna Beach's check stock ID	45,996.36
GRAND TOTAL							45,996.36

SELECT Check ID's and Numbers: 76@ ; Check Dates: 031119

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397139	03/11/19	A Photo Identification	GENERAL SUPPLIES-NON INSTRUCT	0102256700	4340	GENERAL SUPPLIES-NON INS	1,075.00
						CHECK TOTAL:	1,075.00
00397140	03/11/19	All American Trophy &	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	248.90
						CHECK TOTAL:	248.90
00397141	03/11/19	ANCHOR ELECTRIC	ELECTRICAL REPAIRS	0106477408	5661	ELECTRICAL REPAIRS	4,428.00
			ELECTRICAL REPAIRS	0108477408	5661	ELECTRICAL REPAIRS	413.00
						CHECK TOTAL:	4,841.00
00397142	03/11/19	Apple Computer Inc.	EQUIPMENT-COMPUTER \$500-\$5000	0105114695	4460	EQUIPMENT-COMPUTER \$500-	7,000.66
			EQUIPMENT-COMPUTER \$500-\$5000	0105315015	4460	EQUIPMENT-COMPUTER \$500-	2,000.00
			EQUIPMENT-COMPUTER \$500-\$5000	0105015040	4460	EQUIPMENT-COMPUTER \$500-	3,670.74
			COMPUTER SUPPLIES	0105114695	4320	COMPUTER SUPPLIES	4,035.90
						CHECK TOTAL:	16,707.30
00397143	03/11/19	Atkinson Andelson Loya	JANUARY 2019	0102397400	5835	LEGAL EXPENSE	2,953.13
			JANUARY 2019 - BROWN ACT PP	0102397400	5835	LEGAL EXPENSE	942.50
						CHECK TOTAL:	3,895.63
00397144	03/11/19	BERTRAND'S HORN IMPROV	MISC REPAIR	0105011012	5690	MISC REPAIR	211.90
						CHECK TOTAL:	211.90
00397145	03/11/19	Burnham Benefits Insur	MARCH 2019	0102397400	5831	CONSULTANTS-OTHER	5,000.00
						CHECK TOTAL:	5,000.00
00397146	03/11/19	Cindy Cottier	FEBRUARY 2019	0104192430	5895	OUTSIDE ASSESSMENT FEES	232.50
						CHECK TOTAL:	232.50
00397147	03/11/19	Family Tree Optometric	JANUARY 2019	0104632900	5888	VISION THERAPY	240.00
			FEBRUARY 2019	0104632900	5888	VISION THERAPY	480.00
						CHECK TOTAL:	720.00
00397148	03/11/19	Follett School Solutio	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	87.63
						CHECK TOTAL:	87.63
00397149	03/11/19	HI-TECH Cabling Inc.	CONSULTANTS-COMPUTER SERVICES	0113457175	5832	CONSULTANTS-COMPUTER SER	716.71
						CHECK TOTAL:	716.71
00397150	03/11/19		MARCH 2019	0104632900	5878	PARENT REIMBURSEMENT (LE	2,260.00
						CHECK TOTAL:	2,260.00
00397151	03/11/19	JFK Transportation	CHARTER BUS-ATHLETIC/FIELD TRP	0105315017	5865	CHARTER BUS-ATHLETIC/FIE	485.00
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	393.00

SELECT Check ID's and Numbers: 760 ; Check Dates: 031119

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
						CHECK TOTAL:	878.00
00397152	03/11/19	KAP 7 INTERNATIONAL IN	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	2,874.10
			MATERIALS & SUPPLIES-INSTRUCT	0105315310	4310	MATERIALS & SUPPLIES-INS	1,694.50
						CHECK TOTAL:	4,568.60
00397153	03/11/19		MARCH 2019	0104632900	5878	PARENT REIMBURSEMENT (LE	3,950.00
						CHECK TOTAL:	3,950.00
00397154	03/11/19	Laguna Graphic Arts In	MATERIALS & SUPPLIES-INSTRUCT	0102014345	4310	MATERIALS & SUPPLIES-INS	214.42
			MATERIALS & SUPPLIES-INSTRUCT	0102014345	4310	MATERIALS & SUPPLIES-INS	120.68
			OUTSIDE PRINTING	0106091008	5870	OUTSIDE PRINTING	293.08
						CHECK TOTAL:	628.18
00397155	03/11/19	Monarch Center for Aut	FEBRUARY 2019	0104632210	5898	AB3632 ROOM & BOARD	14,138.04
			FEBRUARY 2019	0104632210	5100	SUBAGREEMENTS FOR SERVIC	8,391.54
						CHECK TOTAL:	22,529.58
00397156	03/11/19	NETSTYLE CORP.	GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	362.50
						CHECK TOTAL:	362.50
00397157	03/11/19	Pioneer Revere	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	1,454.12
						CHECK TOTAL:	1,454.12
00397158	03/11/19	PITNEY BOWES GLOBAL FI	12/30/18 - 3/29/19	0105091012	5620	RENTAL EXPENSE	382.49
						CHECK TOTAL:	382.49
00397159	03/11/19	Procure America Inc	DECEMBER 2018 - WIRELESS	0102477409	5831	CONSULTANTS-OTHER	1,001.05
			DECEMBER 2018 - TELECOM	0102477409	5831	CONSULTANTS-OTHER	70.84
						CHECK TOTAL:	1,071.89
00397160	03/11/19	Saddleback College Fou	MISC OUTSIDE VENDOR	0104644575	5860	MISC OUTSIDE VENDOR	100.00
						CHECK TOTAL:	100.00
00397161	03/11/19	SADDLEBACK CONSTRUCTIO	CONTRACT SERVICES	0108477408	5610	CONTRACT SERVICES	1,590.00
						CHECK TOTAL:	1,590.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							73,511.93
GRAND TOTAL							73,511.93

SELECT Check ID's and Numbers: 760 ; Check Dates: 031219

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397162	03/12/19	AMERICAN LOGISTICS COM	FEBRUARY 2019	0104256700	5100	SUBAGREEMENTS FOR SERVIC CHECK TOTAL:	28,410.00 28,410.00
00397163	03/12/19	CARE Youth Corporation	FEBRUARY 2019 FEBRUARY 2019 FEBRUARY 2019	0104632210 0104632210 0104632210	5875 5889 5898	TUITION OTHER THERAPY AB3632 ROOM & BOARD CHECK TOTAL:	3,000.00 2,072.00 6,160.00 11,232.00
00397164	03/12/19	CDW GOVERNMENT LLC	COMPUTER SUPPLIES COMPUTER SUPPLIES EQUIPMENT-COMPUTER \$500-\$5000 EQUIPMENT-COMPUTER \$500-\$5000	0113457175 0113457175 0113017175 0113017175	4320 4320 4460 4320	COMPUTER SUPPLIES COMPUTER SUPPLIES EQUIPMENT-COMPUTER \$500- COMPUTER SUPPLIES CHECK TOTAL:	30.95 379.70 1,994.30 37.33 2,442.28
00397165	03/12/19		FEBRUARY 2019 - EXTENDED DAY	0104602150	5877	PRESCHOOL TUITION CHECK TOTAL:	246.00 246.00
00397166	03/12/19	Coyne & Associates Inc	FEBRUARY 2019	0104602140	5894	IBI SUPERVISION CHECK TOTAL:	5,249.80 5,249.80
00397167	03/12/19		MILEAGE - FEBRUARY 2019	0104256700	5880	TRANSPORTATION-IN LIEU CHECK TOTAL:	425.68 425.68
00397168	03/12/19		FEBRUARY 2019 - EXTENDED DAY	0104602150	5877	PRESCHOOL TUITION CHECK TOTAL:	150.00 150.00
00397169	03/12/19	L.O.V.E.	CONSULTANTS-INSTRUCTIONAL	0102013060	5830	CONSULTANTS-INSTRUCTIONA CHECK TOTAL:	2,100.00 2,100.00
00397170	03/12/19	Laguna Graphic Arts In	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	749.94 749.94
00397171	03/12/19	Maintex	OTHER CUSTODIAL SUPPLIES OTHER CUSTODIAL SUPPLIES OTHER CUSTODIAL SUPPLIES OTHER CUSTODIAL SUPPLIES OTHER CUSTODIAL SUPPLIES OTHER CUSTODIAL SUPPLIES EQUIPMENT-NEW \$500-\$5000	0105477409 0107477409 0108477409 0107477409 0105477409 0105477409 0105477409	4361 4361 4361 4361 4361 4361 4410	OTHER CUSTODIAL SUPPLIES OTHER CUSTODIAL SUPPLIES OTHER CUSTODIAL SUPPLIES OTHER CUSTODIAL SUPPLIES OTHER CUSTODIAL SUPPLIES OTHER CUSTODIAL SUPPLIES EQUIPMENT-NEW \$500-\$5000 CHECK TOTAL:	139.72 185.33 102.51 37.70 -569.40 569.40 401.63 866.89
00397172	03/12/19	OCDE	2/28 - TRANSLATORS TRAINING 5/2 - PRACTITIONERS TRIPS	0102013060 0102013060	5220 5220	TRAVEL & CONFERENCE TRAVEL & CONFERENCE CHECK TOTAL:	85.00 85.00 170.00

SELECT Check ID's and Numbers: 760 ; Check Dates: 031219

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397173	03/12/19	Pacific Audiologics	OUTSIDE ASSESSMENT FEES	0102172850	5895	OUTSIDE ASSESSMENT FEES	3,530.00
						CHECK TOTAL:	3,530.00
00397174	03/12/19	Resilient Communicatio	COMPUTER SUPPLIES	0113017175	4320	COMPUTER SUPPLIES	1,243.65
						CHECK TOTAL:	1,243.65
00397175	03/12/19	School Specialty Inc.	MATERIALS & SUPPLIES-INSTRUCT	0107014011	4310	MATERIALS & SUPPLIES-INS	246.45
						CHECK TOTAL:	246.45
00397176	03/12/19	Sparkletts	MISC OUTSIDE VENDOR	0102397400	5860	MISC OUTSIDE VENDOR	275.40
						CHECK TOTAL:	275.40
00397177	03/12/19	Ward's Natural Science	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	329.53
						CHECK TOTAL:	329.53
00397178	03/12/19	Western Psychological	TESTS/SCORING	0104613150	4330	TESTS/SCORING	139.85
						CHECK TOTAL:	139.85
00397179	03/12/19		FEBRUARY 2019 - EXTENDED DAY	0104602150	5877	PRESCHOOL TUITION	228.00
						CHECK TOTAL:	228.00
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	58,035.47
			GRAND TOTAL				58,035.47

SELECT Check ID's and Numbers: 768 ; Check Dates: 031319

Check #	Registrar	Payee Name	Description	Key	Object	Object Description	Check Amount
00397180	03/13/19	Apple Computer Inc.	EQUIPMENT-COMPUTER \$500-\$5000	0104613150	4460	EQUIPMENT-COMPUTER \$500-	2,617.38
			EQUIPMENT-COMPUTER \$500-\$5000	0104613150	4460	EQUIPMENT-COMPUTER \$500-	3,217.85
						CHECK TOTAL:	5,835.23
00397181	03/13/19	AT&T	FEBRUARY 2019	0107477409	5920	TELEPHONE SERVICE	21.89
						CHECK TOTAL:	21.89
00397182	03/13/19	Challenge Success	MISC OUTSIDE VENDOR	0101377350	5860	MISC OUTSIDE VENDOR	4,000.00
						CHECK TOTAL:	4,000.00
00397183	03/13/19	COLLINS COMPANY	EQUIPMENT-NEW \$500-\$5000	0105315310	6410	EQUIPMENT-NEW >\$5000	5,000.00
			MATERIALS & SUPPLIES-INSTRUCT	0105311080	6410	EQUIPMENT-NEW >\$5000	2,483.24
						CHECK TOTAL:	7,483.24
00397184	03/13/19	Festivals of Music	MISC OUTSIDE VENDOR	0106015570	5860	MISC OUTSIDE VENDOR	6,948.00
						CHECK TOTAL:	6,948.00
00397185	03/13/19	Ganahl Lumber	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	53.77
						CHECK TOTAL:	53.77
00397186	03/13/19	LBUSD Revolving Cash F	BANK SVC CHRG - FEBRUARY 2019	0102397400	5820	BANKING SERVICES	13.84
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	6.00
						CHECK TOTAL:	19.84
00397187	03/13/19	Mossa, Luisa	2/26-3/2 - NASP CONFERENCE	0104035380	5220	TRAVEL & CONFERENCE	1,218.91
						CHECK TOTAL:	1,218.91
00397188	03/13/19	PITNEY BOWES GLOBAL FI	12/24/18 - 3/23/19	0106091008	5620	RENTAL EXPENSE	189.39
						CHECK TOTAL:	189.39
00397189	03/13/19	Southern California Ed	FEBRUARY 2019	0107477409	5520	LIGHT & POWER	26.23
			FEBRUARY 2019	0106477409	5520	LIGHT & POWER	4,895.02
			FEBRUARY 2019	0105477409	5520	LIGHT & POWER	8,798.33
			FEBRUARY 2019	0102477409	5520	LIGHT & POWER	2,280.96
			FEBRUARY 2019	0108477409	5520	LIGHT & POWER	2,577.11
						CHECK TOTAL:	18,577.65
00397190	03/13/19	Waste Management of OC	FEBRUARY 2019	0102477409	5540	TRASH - UTILITIES	744.70
						CHECK TOTAL:	744.70
00397191	03/13/19	Ruhnau Clarke Architec	ARCHITECTURAL DESIGN FEES	2505498410	6220	ARCHITECTURAL DESIGN FEE	3,008.00
						CHECK TOTAL:	3,008.00
00397192	03/13/19	CENTRAL RESTAURANT PRO	BUILDING IMPROVEMENTS	4205498650	6230	BUILDING IMPROVEMENTS	738.84

SELECT Check ID's and Numbers: 76@ ; Check Dates: 031319

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
						CHECK TOTAL:	738.84
00397193	03/13/19	Ruhnau Clarke Architec	SOFT COSTS - OTHER (SPECIFY)	4205498650	6282	SOFT COSTS - OTHER (SPEC	486.00
						CHECK TOTAL:	486.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							49,325.46
GRAND TOTAL							49,325.46

SELECT Check ID's and Numbers: 760 ; Check Dates: 031419

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397194	03/14/19	Epic Sports Inc.	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	192.86
			MATERIALS & SUPPLIES-INSTRUCT	0105315310	4310	MATERIALS & SUPPLIES-INS	525.36
						CHECK TOTAL:	718.22
00397195	03/14/19	Express Pipe & Supply	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	33.50
						CHECK TOTAL:	33.50
00397196	03/14/19	Ganache, Stephanie	3/14-3/15 - CUE CONFERENCE	0113457175	5220	TRAVEL & CONFERENCE	481.18
						CHECK TOTAL:	481.18
00397197	03/14/19	Lacrosse Unlimited Inc	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	2,282.15
						CHECK TOTAL:	2,282.15
00397198	03/14/19	Neal, Lance	MILEAGE - 9/15/18 - 10/13/18	0105311075	5210	MILEAGE REIMBURSEMENT	281.77
			MILEAGE - 1/8/19 - 2/25/19	0105311075	5210	MILEAGE REIMBURSEMENT	217.27
			MILEAGE - 10/17/18 - 11/24/18	0105311075	5210	MILEAGE REIMBURSEMENT	665.23
						CHECK TOTAL:	1,164.27
00397199	03/14/19	New Haven Youth & Fami	FEBRUARY 2019	0104132750	5889	OTHER THERAPY	2,200.00
						CHECK TOTAL:	2,200.00
00397200	03/14/19	OCDE	IAA-PAYMENTS TO COUNTY OFFICES	0104542110	7142	IAA-PAYMENTS TO COUNTY O	5,765.13
						CHECK TOTAL:	5,765.13
00397201	03/14/19	Office Depot	GENERAL SUPPLIES-NON INSTRUCT	0109397150	4340	GENERAL SUPPLIES-NON INS	180.93
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	263.73
			PRINTERS <\$250 & INK/SUPPLIES	0109397150	4322	PRINTERS <\$250 & INK/SUP	262.33
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	39.09
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	10.98
			PRINTERS <\$250 & INK/SUPPLIES	0109397150	4322	PRINTERS <\$250 & INK/SUP	98.29
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	11.99
						CHECK TOTAL:	867.34
00397202	03/14/19	Penske Truck Leasing C	MISC OUTSIDE VENDOR	0105114695	5860	MISC OUTSIDE VENDOR	173.27
						CHECK TOTAL:	173.27
00397203	03/14/19	Southern Calif Gas Co.	FEBRUARY 2019	0102477409	5510	HEAT - UTILITIES	52.43
			FEBRUARY 2019	0108477409	5510	HEAT - UTILITIES	486.71
			FEBRUARY 2019	0106477409	5510	HEAT - UTILITIES	1,363.77
						CHECK TOTAL:	1,902.91
00397204	03/14/19	Southern California Ed	FEBRUARY 2019	0107477409	5520	LIGHT & POWER	3,000.24
						CHECK TOTAL:	3,000.24

SELECT Check ID's and Numbers: 760 ; Check Dates: 031419

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397205	03/14/19	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	252.11
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	-69.30
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	-60.64
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	2.72
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	21.99
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	68.04
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	56.25
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	366.49
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	12.15
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	420.23
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	18.23
						CHECK TOTAL:	1,088.27
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	19,676.48
						GRAND TOTAL	19,676.48

SELECT Check ID's and Numbers: 76@ ; Check Dates: 031519

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397206	03/15/19	Air-Ex Air Conditionin	HVAC	0105477408	5660	HVAC	7,370.53
						CHECK TOTAL:	7,370.53
00397207	03/15/19	Bread Artisan Bakery L	FOOD	1302277426	4700	FOOD	88.36
						CHECK TOTAL:	88.36
00397208	03/15/19	Gold Star Foods	FOOD	1302277426	4700	FOOD	336.20
			FOOD	1302277426	4700	FOOD	164.91
			FOOD	1302277426	4700	FOOD	95.58
			FOOD	1302277426	4700	FOOD	26.09
			FOOD	1302277426	4700	FOOD	158.82
			FOOD	1302277426	4700	FOOD	230.13
			FOOD	1302277426	4700	FOOD	884.28
			FOOD	1302277426	4700	FOOD	40.07
			FOOD	1302277426	4700	FOOD	374.56
			FOOD	1302277426	4700	FOOD	475.59
			FOOD	1302277426	4700	FOOD	372.34
			FOOD	1302277426	4700	FOOD	80.14
			FOOD	1302277426	4700	FOOD	107.61
			FOOD	1302277426	4700	FOOD	158.10
			FOOD	1302277426	4700	FOOD	593.83
						CHECK TOTAL:	4,098.25
00397209	03/15/19	Harvest Santa Barbara	FOOD	1302277426	4700	FOOD	710.10
			FOOD	1302277426	4700	FOOD	576.90
			FOOD	1302277426	4700	FOOD	579.40
			FOOD	1302277426	4700	FOOD	527.80
			FOOD	1302277426	4700	FOOD	282.80
			FOOD	1302277426	4700	FOOD	344.60
						CHECK TOTAL:	3,021.60
00397210	03/15/19	Hollandia Dairy Inc	FOOD	1302277426	4700	FOOD	69.42
			FOOD	1302277426	4700	FOOD	102.09
			FOOD	1302277426	4700	FOOD	117.97
			FOOD	1302277426	4700	FOOD	81.48
			FOOD	1302277426	4700	FOOD	83.49
			FOOD	1302277426	4700	FOOD	69.42
			FOOD	1302277426	4700	FOOD	160.61
			FOOD	1302277426	4700	FOOD	111.16
			FOOD	1302277426	4700	FOOD	27.67
			FOOD	1302277426	4700	FOOD	126.79
			FOOD	1302277426	4700	FOOD	96.85
			FOOD	1302277426	4700	FOOD	65.12
			FOOD	1302277426	4700	FOOD	100.43

SELECT Check ID's and Numbers: 760 ; Check Dates: 031519

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	83.49
			FOOD	1302277426	4700	FOOD	150.59
			FOOD	1302277426	4700	FOOD	152.67
			FOOD	1302277426	4700	FOOD	89.85
			FOOD	1302277426	4700	FOOD	75.62
			FOOD	1302277426	4700	FOOD	182.61
			FOOD	1302277426	4700	FOOD	63.53
						CHECK TOTAL:	2,010.86
00397211	03/15/19	Mandarin King	FOOD	1302277426	4700	FOOD	220.00
			FOOD	1302277426	4700	FOOD	220.00
						CHECK TOTAL:	440.00
00397212	03/15/19	P & R Paper Supply Co	GENERAL SUPPLIES-NON INSTRUCT	1302277426	4340	GENERAL SUPPLIES-NON INS	1,743.83
						CHECK TOTAL:	1,743.83
00397213	03/15/19	State of CA Nutrition	FOOD	1302277426	4700	FOOD	849.30
						CHECK TOTAL:	849.30
00397214	03/15/19	STIX HOLDINGS LLC	FOOD	1302277426	4700	FOOD	105.75
			FOOD	1302277426	4700	FOOD	175.00
			FOOD	1302277426	4700	FOOD	105.75
			FOOD	1302277426	4700	FOOD	175.00
						CHECK TOTAL:	561.50
00397215	03/15/19	SUNRISE PRODUCE	FOOD	1302277426	4700	FOOD	34.20
			FOOD	1302277426	4700	FOOD	24.50
			FOOD	1302277426	4700	FOOD	56.84
			FOOD	1302277426	4700	FOOD	24.25
			FOOD	1302277426	4700	FOOD	16.43
			FOOD	1302277426	4700	FOOD	34.06
			FOOD	1302277426	4700	FOOD	-27.20
			FOOD	1302277426	4700	FOOD	27.20
			FOOD	1302277426	4700	FOOD	75.30
			FOOD	1302277426	4700	FOOD	108.61
			FOOD	1302277426	4700	FOOD	81.26
			FOOD	1302277426	4700	FOOD	33.27
			FOOD	1302277426	4700	FOOD	66.77
			FOOD	1302277426	4700	FOOD	18.95
			FOOD	1302277426	4700	FOOD	114.49
			FOOD	1302277426	4700	FOOD	36.58
						CHECK TOTAL:	725.51
00397216	03/15/19	Sysco Food Service of	FOOD	1302277426	4700	FOOD	178.02

SELECT Check ID's and Numbers: 76@ ; Check Dates: 031519

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	159.15
			FOOD	1302277426	4700	FOOD	411.43
			FOOD	1302277426	4700	FOOD	38.36
			FOOD	1302277426	4700	FOOD	15.03
			FOOD	1302277426	4700	FOOD	31.61
			FOOD	1302277426	4700	FOOD	294.25
			FOOD	1302277426	4700	FOOD	428.58
			FOOD	1302277426	4700	FOOD	106.40
			FOOD	1302277426	4700	FOOD	143.72
			FOOD	1302277426	4700	FOOD	249.48
			FOOD	1302277426	4700	FOOD	143.72
						CHECK TOTAL:	2,199.75
00397217	03/15/19	US Foodservice Inc.	FOOD	1302277426	4700	FOOD	182.42
			FOOD	1302277426	4700	FOOD	309.04
			FOOD	1302277426	4700	FOOD	409.42
			FOOD	1302277426	4700	FOOD	104.25
			FOOD	1302277426	4700	FOOD	25.34
			FOOD	1302277426	4700	FOOD	734.25
			FOOD	1302277426	4700	FOOD	665.74
			FOOD	1302277426	4700	FOOD	132.12
			FOOD	1302277426	4700	FOOD	200.12
			FOOD	1302277426	4700	FOOD	111.32
			FOOD	1302277426	4700	FOOD	490.74
						CHECK TOTAL:	3,364.76
00397218	03/15/19	Z PIZZA INC	FOOD	1302277426	4700	FOOD	171.00
			FOOD	1302277426	4700	FOOD	293.00
			FOOD	1302277426	4700	FOOD	90.00
			FOOD	1302277426	4700	FOOD	168.00
			FOOD	1302277426	4700	FOOD	80.00
			FOOD	1302277426	4700	FOOD	198.00
			FOOD	1302277426	4700	FOOD	144.00
			FOOD	1302277426	4700	FOOD	273.00
						CHECK TOTAL:	1,417.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							27,891.25
GRAND TOTAL							27,891.25

Laguna Beach Unified School District

12.g. CONSENT/ACTION

March 26, 2019

**Approval: Ratification of Certificated Payroll 8A in the Amount of \$2,222,283.32
 Ratification of Classified Payroll 8B in the Amount of \$762,825.46
 Ratification of Certificated Payroll 8C in the Amount of \$22,199.06**

Proposal

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

1. Certificated Payroll 8A in the amount of \$2,222,283.32; and,
2. Classified Payroll 8B in the amount of \$762,825.46; and,
3. Certificated Payroll 8C in the amount of \$22,199.06 for the month of February 2019 totaling \$3,007,307.84.

Background

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

Recommended Action

Staff recommends the Board of Education approve:

1. Certificated Payroll 8A in the amount of \$2,222,283.32; and,
2. Classified Payroll 8B in the amount of \$762,825.46; and,
3. Certificated Payroll 8C in the amount of \$22,199.06 for the month of February 2019 totaling \$3,007,307.84.

Laguna Beach Unified School District

12.h. CONSENT/ACTION

March 26, 2019

Approval: Second Renewal Award of Contract with Office Depot Incorporated for Purchase of Office and School Supplies and Equipment based on Newport-Mesa Unified School District Piggyback Purchasing Bid #104-18 Through March 27, 2020

Proposal

Staff proposes the Board of Education authorize the second renewal award of contract with Office Depot Incorporated for purchase of office and school supplies and equipment based on Newport-Mesa Unified School District piggyback purchasing Bid #104-18 through March 27, 2020.

Background

On February 26, 2019, the Newport-Mesa Unified School District Board of Trustees approved the second renewal award of Bid #104-18 for office and school supplies and equipment to Office Depot Incorporated. The award may be renewed for one additional year.

Pursuant to Public Contract Code 20652 and 20118, other districts and public agencies in the State of California may purchase identical items under the prices, terms and conditions of this bid, published by Newport-Mesa Unified School District.

Budget Impact

Office and school supplies are purchased within each school site and department and budgeted in the General Fund.

Recommended Action

Staff recommends the Board of Education authorize the second renewal award of contract with Office Depot Incorporated for purchase of office and school supplies and equipment based on Newport-Mesa Unified School District piggyback purchasing Bid #104-18 through March 27, 2020.



Newport-Mesa
Unified School District

BOARD OF EDUCATION
Ashley Anderson • Michelle Barto
Dana Black • Martha Fluor
Charlene Metoyer
Vicki Snell • Karen Yelsey

January 8, 2019

Bryan Wilson
Account Manager
Office Depot
Business Services Division
3366 East Willow Street
Signal Hill, CA 90806

RE: Contract #104-18 Office & School Supplies and Equipment

Dear Mr. Wilson:

Per the terms and conditions of Contract #104-18 Office & School Supplies and Equipment, this contract may be renewed by mutual consent for an additional one (1) year. This renewal would be year two of a three-year contract.


In order to renew Contract #104-18 for the period of March 28, 2019 through March 27, 2020, please sign and return this acknowledgment to my office. Also, please email a copy of this signed renewal letter to kautierrez@nmusd.us, so that we will be better able to expedite the original agreement when it is received via U.S. mail.

Moreover, we request that you confirm the renewal of your liability insurance certificates.

Sincerely,

Jeffery Trader
Executive Director, Chief Financial Officer

ACCEPTED: Renewal of Contract #104-18
Office & School Supplies and Equipment
March 28, 2019 through March 27, 2020

 Vice President
Office Depot Chris Lupo, VP Title



Frederick Navarro, Ed.D., Superintendent
2985 Bear Street • Costa Mesa • California 92626 • (714) 424-5000



Newport-Mesa
Unified School District

BOARD OF EDUCATION
Ashley Anderson • Michelle Barto
Dana Black • Martha Fluor
Charlene Metoyer
Vicki Snell • Karen Yelsey

**EXCERPT FROM THE MINUTES OF THE REGULAR MEETING OF THE BOARD OF EDUCATION
OF THE NEWPORT-MESA UNIFIED SCHOOL DISTRICT
February 26, 2019**

The following items were approved by the Board of Education:

18. CONSENT CALENDAR

It was recommended that the Board of Education approve the Consent Calendar items for Business Services, Human Resources, Education Services, Superintendent and Student Support Services.

Motion made by: Martha Fluor

Seconded by: Karen Yelsey

Votes: Passed unanimously with a 7/0 vote

Ashley Anderson – Yes

Michelle Barto – Yes

Dana Black – Yes

Martha Fluor – Yes

Charlene Metoyer – Yes

Vicki Snell – Yes

Karen Yelsey – Yes

18.a. Business Services

18.a.1. Approved Renewal of Bid #104-18 Office & School Supplies and Equipment with Office Depot

18.a.2. Rejected Claim No. AU-19SCH012419

18.a.3. Approved the ImageSoft, Inc. Statement of Work

18.a.4. Approved Accounting Report 02-26-19

18.a.5. Approved Purchasing and Transaction Report for 02-26-19

18.b. Education Services

18.b.1. Accepted Williams Legislation Second Quarter Report for School Year 2018-2019

18.b.2. Approved Elementary Student Travel Register 02-26-19

18.b.3. Approved Secondary School Related Travel Register 2-26-19

18.b.4. Approved Independent Contractors' Register 2-26-19

18.c. Human Resources

18.c.1. Approved Student Teacher and Teacher Intern Memorandum of Understanding Between Alliant International University and Newport-Mesa Unified School District

18.c.2. Approved Certificated Employees' Appointment/Reassignment Register 02-26-19

18.c.3. Approved Certificated Employees' Leave of Absence Register 02-26-19

18.c.4. Approved Certificated Employees' Resignation/Termination Register 02-26-19

18.c.5. Approved Classified Employees' Appointment/Reassignment Register 02-26-19

18.c.6. Approved Classified Employees' Leave of Absence Register 02-26-19

18.c.7. Approved Classified Employees' Resignation/Termination Register 02-26-19

18.d. Student Support Services

18.d.1. Approved Settlement Agreement #80025260

18.d.2. Approved Settlement Agreement #10029121

18.d.3. Approved Addendum to the Master Contract for Speech & Language Development Center for 2017-2018

19. Public Hearing/Discussion Action

19.a. Held Public Hearing of the Newport-Mesa Federation of Teachers' Initial Proposal to the Newport-

Frederick Navarro, Ed.D., Superintendent
2985 Bear Street • Costa Mesa • California 92626 • (714) 424-5000

Mesa Unified School District for Negotiations Commencing 2019-2020

19.b. Received the Newport-Mesa Federation of Teachers' Initial Proposal to the Newport-Mesa Unified School District for Negotiations Commencing 2019-2020

19.c. Held Public Hearing of the Newport-Mesa Unified School District's Initial Proposal to the Newport-Mesa Federation of Teachers for Negotiations Commencing 2019-2020

19.d. Approved Newport-Mesa Unified School District's Initial Proposal to the Newport-Mesa Federation of Teachers for Negotiations Commencing 2019-2020

20. Discussion/Action Calendar

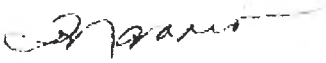
20.a. Approved CSBA Delegate Assembly Election for 2019

20.b. Approved Facility Naming AdHoc Committee Recommendation Regarding Request to Name Newport Harbor High School Dance Room the "Julie Simmons Home for Dancers"

20.c. Approved the Low Performing Students Block Grant Plan

20.d. Held First Reading and Adopted Modifications to Board Policy

The next regular meeting of the Board of Education is scheduled for March 12, 2019 at 6:00 p.m. I hereby certify that the above is a true excerpt from the minutes of the above date.



Dr. Frederick Navarro, Superintendent

Office DEPOT OfficeMax

Item	Item Description	Current Price	New Price
149088	ERASER MAGIC RUB BLOCK SHAPE	\$ 4.27	\$ 4.42
172395	TAPE TRANSPARENT 3M 3/4X1296	\$ 2.29	\$ 2.37
172809	BOOK COMP WR 6.875X8.5 40S	\$ 0.42	\$ 0.44
173336	"DISPENSER TAPE DSKTOP 3/4"" BLK"	\$ 1.42	\$ 1.47
173526	PAPER ART FESTIVE GRN 36XM	\$ 59.53	\$ 61.67
181594	PEN BALL PT MEDIUM STICK BLK	\$ 0.80	\$ 0.81
229849	PAPER CONST LIME 12X18	\$ 1.70	\$ 1.72
229971	PAPER CONST SHKPNK 12X15	\$ 2.44	\$ 2.47
230102	PAPER CONST PURP 12X18	\$ 1.70	\$ 1.75
230201	PAPER CONST PMPKN 12X18	\$ 1.70	\$ 1.76
230367	PAPER CONST GOLD 12X18	\$ 1.70	\$ 1.76
246097	PAPER COMPOSITION 8.5X11	\$ 5.78	\$ 5.99
256861	MARKER EXPO 2 RED	\$ 8.60	\$ 8.67
259251	MARKER CHISEL TIP EXPO DZ BLK	\$ 8.60	\$ 8.63
274001	PAPER CONST 12X18 GRYGW	\$ 1.70	\$ 1.76
289361	PAPER TISSUE 20X30 100SHT ASTD	\$ 6.35	\$ 6.43
305706	PAD PERF 8.5X11 OD 12PK LGL RL	\$ 3.29	\$ 3.41
320960	"STAPLE 1/4"" SF1 15-25SHT 5M/8X"	\$ 0.52	\$ 0.54
330888	ENVELOPE CLASP 28LB #97 100BX	\$ 6.76	\$ 7.00
338210	PAPER CONST MGNTA 12X18	\$ 1.70	\$ 1.76
338236	PAPER CONST VIO 12X18	\$ 1.70	\$ 1.76
338251	PAPER CONST SLMN 12X18	\$ 1.70	\$ 1.76
338319	PAPER CONST LTYEL 12X18	\$ 2.19	\$ 2.27
338335	PAPER CONST LTGRN 12X18	\$ 1.70	\$ 1.76
338376	PAPER CONST SKYBLU 12X18	\$ 1.70	\$ 1.73
338392	PAPER CONST ROYBLU 12X18	\$ 1.70	\$ 1.74
338418	PAPER CONST LILAC 12X18	\$ 1.70	\$ 1.76
338459	PAPER CONST DK GRN 12X18	\$ 1.70	\$ 1.76
338475	PAPER CONST BLUE 12X18	\$ 1.70	\$ 1.75
338533	PAPER CONST YEL 12X18	\$ 1.70	\$ 1.73
338558	PAPER CONST DK BRN 12X18	\$ 1.70	\$ 1.76
338574	PAPER CONST WMBRN 12X18	\$ 1.70	\$ 1.76
338616	PAPER CONST GRAY 12X18	\$ 1.70	\$ 1.76
338632	PAPER CONST SLATE 12X18	\$ 1.70	\$ 1.76
338673	PAPER CONST RED 12X18	\$ 1.70	\$ 1.76
338715	PAPER CONST FSTGRN 12X18	\$ 1.70	\$ 1.76
338731	PAPER CONST TURQ 12X18	\$ 1.70	\$ 1.71
338756	PAPER CONST FSTRED 12X18	\$ 1.70	\$ 1.72
338772	PAPER CONST SCARLT 12X18	\$ 1.70	\$ 1.76
348440	PAPER CONST 12X18 HOLY GREEN	\$ 1.70	\$ 1.74

348583 PAPER CONST 12X18 HOLIDAY RED	\$	1.70	\$	1.74
364364 LABEL LSR ADDR WHT 3000CT	\$	10.99	\$	11.39
396201 "BINDER OD VIEW RR 3"" WHITE"	\$	2.47	\$	2.56
396221 "BINDER OD VIEW RR 3"" BLACK"	\$	2.47	\$	2.56
396231 "BINDER OD VIEW RR 2"" BLACK"	\$	1.83	\$	1.90
396241 "BINDER OD VIEW RR 2"" WHITE"	\$	1.83	\$	1.90
396251 "BINDER OD VIEW RR 1.5"" WHITE"	\$	1.49	\$	1.54
396291 "BINDER OD VIEW RR 1"" WHITE"	\$	1.01	\$	1.05
396311 "BINDER OD VIEW RR 1"" BLACK"	\$	1.01	\$	1.05
425563 LEAD PENCIL SOFT DZ TICONDEROG	\$	1.79	\$	1.83
427111 STAPLE REMOVER BLACK	\$	0.23	\$	0.24
429688 V7 MV3000 - MOUSE	\$	7.00	\$	7.25
433656 PORTFOLIO POCKET TWIN 10PK RED	\$	1.75	\$	1.81
433664 PORTFOLIO POCKET TWIN 10PK BLU	\$	1.75	\$	1.81
433680 PORTFOLIO POCKET TWIN 10PK LTB	\$	1.75	\$	1.81
437509 V7 HA300 - HEADPHONES	\$	7.29	\$	7.55
441579 NOTES POST-IT 3X3 24/PK YELLOW	\$	17.01	\$	17.62
459695 PROTECTOR SHEET TOP LOAD CR	\$	5.92	\$	6.12
469734 PENCIL POUCH FRONT MESH	\$	1.09	\$	1.13
497735 MARKER DRY ERASE CHSELTIP 4COL	\$	3.74	\$	3.78
584260 NOTE POST-IT 1.5X2 24/PK	\$	7.33	\$	7.59
597020 TAPE TRANS 3/4X1296 6PK CL	\$	10.03	\$	10.39
613827 "FASTENER RND HD 100PK 1"" BRASS"	\$	0.70	\$	0.73
633888 ENVELOPE #10 PLN 24# 500CT WHT	\$	6.61	\$	6.85
653180 PAPER CNST 12X18 50PK BAS	\$	2.80	\$	2.90
686139 ERASER CAP ARROWHEAD 144/CT	\$	2.03	\$	2.07
692165 "RULER WOOD 12"" W/M"	\$	0.95	\$	0.98
698283 GLUE STICK CLASSROOM 30PK PRPL	\$	6.90	\$	7.15
698325 GLUE STICK CLASSROOM 30/PK	\$	6.90	\$	7.15
704065 NOTES POST-IT 3X5 24/PK	\$	22.77	\$	23.59
738857 CMP BK WR HRD CVR 100 SH/BK	\$	1.78	\$	1.84
810929 FOLDER HNG LTR 1/3CUT 25BX GRN	\$	2.90	\$	3.00
811158 PENCIL LEAD TICONDEROGA SOFT	\$	1.09	\$	1.13
853098 CALCULATOR STANDARD MINI	\$	1.63	\$	1.69
875250 "TAPE 3/4X1000"" 12RL"	\$	19.59	\$	20.30
905068 FOLDER CTLS 1/3CUT 100BX MNLA	\$	14.49	\$	15.01
908194 STAPLER DESK STD FULL BLACK	\$	5.91	\$	6.12
908210 STAPLER ECON FULL STRIP BLACK	\$	2.79	\$	2.89
910216 GLUE STICK PERMANENT 1.27OZ	\$	0.25	\$	0.26
916400 MARKER DE FINE QRT DZ BLK	\$	6.66	\$	6.90
947432 GLUE SCHOOL ELMERS 4OZ	\$	0.50	\$	0.52
950055 MARKER CLSC CRAYOLA 8PK ASTD	\$	1.36	\$	1.39
951841 PEN 4 COLOR 3PACK BIC	\$	4.16	\$	4.27
956112 PAPER FLR 11X8.5 CR 150CT 3HP	\$	0.87	\$	0.90

966350 GLUE STICK ALL-PURPOSE 12/PK	\$	4.23	\$	4.38
1376488 INDEX CARD 5X8 BLNK WHT 100CT	\$	0.97	\$	1.00
1376497 INDEX CARD 5X8 RULD WHT 100CT	\$	2.97	\$	3.08
1386037 "OD DUR VW 1.5""BDR SLNTRNG BLK"	\$	4.72	\$	4.86

Laguna Beach Unified School District

12.i. CONSENT/ACTION

March 26, 2019

Approval: Stipulated Expulsion Agreement for LBHS Student

Proposal

The Board of Education approve the recommended Stipulated Expulsion Agreement that was made between the Laguna Beach Unified School District and parents of the Laguna Beach High School student.

Staff proposes the Board of Education suspend the expulsion of the student pursuant to the terms outlined in the Stipulated Expulsion Agreement and Rehabilitation Plan, which allows the student to remain enrolled at LBHS.

Background

Pursuant to Education Code §48915(a)(2) the principal or the superintendent of schools shall recommend the expulsion of a pupil for any of the following acts committed at school or at a school activity off school grounds, unless the principal or superintendent determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct:

Education Code §48915(a)(2), Possession of any knife, explosive, or other dangerous object of no reasonable use to the pupil.

In accordance with California Education Code §35146, §48912, and §48918, actions of student discipline relative to expulsions are reviewed and acted upon by the Board of Education.

The Laguna Beach Unified School District and the parents of the Laguna Beach High School student agreed to a Stipulated Expulsion Agreement and Rehabilitation Plan. Additionally, the Laguna Beach Unified School District and the parents of the Laguna Beach High School student are asking that the Board of Education consider suspending the suspension and allowing the student to remain enrolled in Laguna Beach High so that they can continue with their current course of study, pursuant to the Rehabilitation Plan within the recommended Stipulated Expulsion Agreement. When the Board of Education chooses to suspend enforcement of an expulsion order, the student, during the period of the suspended expulsion, will be deemed to be on probationary status. If any of the conditions of the stipulated expulsion agreement are not met, or if there are any violations of California Education Code §48900/48915, et. seq., the suspension of the expulsion order will be revised by the Superintendent or his/her designee without further hearing or proceeding and referred to the Board of Education for reinstatement of the original expulsion. The expulsion will then remain in effect until such time as the original readmission date was specified.

Budget Impact

No budget impact.

Recommended Action

Staff recommends the Board of Education suspend the expulsion of the student pursuant to the terms outlined in the Stipulated Expulsion Agreement and Rehabilitation Plan.

Laguna Beach Unified School District

12.j. CONSENT/ACTION

March 26, 2019

Approval: Stipulated Expulsion Agreement for LBHS Student

Proposal

The Board of Education approve the recommended Stipulated Expulsion Agreement that was made between the Laguna Beach Unified School District and parents of the Laguna Beach High School student. Staff recommends the Board of Education approve the expulsion of the student pursuant to the terms outlined in the Stipulated Expulsion Agreement and Rehabilitation Plan.

Background

Pursuant to Education Code §48900(c) a student who has committed the following acts is subject to discipline by suspension or expulsion when other means of correction are not feasible or have repeatedly failed to bring about proper conduct:

Education Code §48900(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

In accordance with California Education Code §35146, §48912, §48918, and §48919, actions of student discipline relative to expulsions are reviewed and acted upon by the Board of Education.

The Laguna Beach Unified School District and the parents of the Laguna Beach High School student agreed to a Stipulated Expulsion Agreement and Rehabilitation Plan. Should the Board of Education approve the Stipulated Expulsion Agreement, the student will immediately enroll in an alternative education program for the duration of the period of expulsion. Upon successful completion of the Rehabilitation Plan, the student will be eligible to apply for reinstatement in the District. If any of the conditions of the Stipulated Expulsion Agreement and Rehabilitation Plan are not met, or if there are any violations of California Education Code §48900/48915, et. seq., the expulsion will be continued until such time as compliance with the terms has been completely met.

Budget Impact

No budget impact.

Recommended Action

Staff recommends the Board of Education approve the expulsion of the student pursuant to the terms outlined in the Stipulated Expulsion Agreement and Rehabilitation Plan.

Laguna Beach Unified School District

13. INFORMATION

March 26, 2019

Local Control and Accountability Plan (LCAP) Progress and Stakeholder Engagement

Proposal

Staff proposes the Board of Education receive information about the progress related to continuous improvement in student achievement and social-emotional strength within Goal 1 of the 2018-19 Local Control and Accountability Plan.

Background

The LCAP is a continuous improvement plan. Though the LCAP is now a static, three-year plan, it is a working document meant to change and adapt to meet the needs of all students through data-informed decision-making and stakeholder input. The LCAP is also a critical part of the Local Control Funding Formula (LCFF). The LCAP shows the alignment of LBUSD curriculum, instruction, assessment, and interventions with the eight state priorities. It is comprised of goals that focus District practices and resources to ensure students are college and career ready upon graduation. These five goals are:

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

The 2018-19 LCAP timeline illustrates the District's commitment to ensuring data informed decision-making and stakeholder involvement in the LCAP process. This process includes data analysis with administrators and site stakeholder groups. From this data analysis and input from stakeholder groups, the School Site Councils create goals, actions, and services to meet the needs of all students at each site. This information is then compiled into the actions and services for the District LCAP, which is shared with PTAs, DELAC, LCAP Advisory, teachers, students, and the School Board in order to create a collaborative plan, illustrating the ideas and feedback of all stakeholder groups.

To create the plan, school districts must engage parents, educators, employees, and the community. LBUSD is focused on improving communication and involvement of all stakeholders, through stakeholder information meetings, stakeholder surveys, focus groups, School Messenger/Parent Square, the school and district websites, stakeholder advisory groups, and School Site Council meetings.

The primary focus for LCAP Goal 1 is to improve student academic achievement and social-emotional strength. The District's actions and services to support this goal include high-quality, research-based instruction. To continuously improve teaching and learning for all students, the district has been developing a comprehensive assessment system to monitor student progress and successful intervention implementation. Utilizing this comprehensive assessment system, including recently determined academic screeners, staff analyze student data to help make data-informed decisions. This year, schools began working to determine Essential Learning Outcomes (ELOs) for each course to develop a guaranteed and viable curriculum. This is essential for an effective Multi-Tiered System of Support (MTSS) that meets the needs of all student groups. The MTSS allows for a system of targeted interventions aligned with the ELOs, such as small group instruction, after-school programs, and summer school. This work is being accomplished through a series of professional learning opportunities and weekly Professional Learning Communities (PLCs) at each school site. Through the Social-Emotional Learning (SEL) Work Group, the District continues to prioritize efforts to destigmatize access to school-based mental health supports and makes available effective prevention curriculum, and high quality direct mental health support services. All of his work has been done in collaboration with the Instructional Service department, principals, counselors, student support specialists, and teachers.

Budget Impact

There is no budget impact for this report.

Recommended Action

No action is required.

Laguna Beach Unified School District

14. INFORMATION

March 26, 2019

Report Regarding the K-12 Strong Workforce Program Grant partnership with the Orange County Department of Education and Laguna Beach Unified School District

Proposal

Staff proposes the Board of Education receive information about the new Career Technical Education (CTE) K-12 Strong Workforce Program grant for K-12 Local Education Agencies.

Background

Beginning in 2018-2019, Education Code 88827 established a K-12 component of the Strong Workforce Program (K12 SWP) appropriating \$150,000,000 in annual ongoing career technical education (CTE) funding to strengthen the pathways for students from secondary to post-secondary education. The goal of the K12 SWP grant is to increase the levels of college and career readiness among students which will support their successful transition from secondary education to post-secondary education and, ultimately, to career. Orange County is expected to receive approximately \$13,000,000 annually for school districts and colleges. During recent months, the Orange County Department of Education (OCDE) collaborated with school districts and colleges to determine common areas of needs for their application. These areas of need were developed into a set of initiatives with aligned annual funding. Laguna Beach Unified School District has agreed to partner with the OCDE, and other districts and colleges, on four of their proposed eight initiatives.

1. Advancing career counseling for each LEA: This includes funding for a Career Counseling Coordinator for each district that will regularly collaborate with OCDE and other Orange County districts to organize school career counseling efforts, such as early college credit attainment, industry certifications, work-based learning, etc., to align with Community Colleges.
2. Building CTE dual enrollment: This includes funding for up to two class periods to support CTE dual/concurrent enrollment offerings.
3. Enhancing career education pedagogies: Funding for this initiative would support learning opportunities for teachers in career pathway programs at the high school level and teachers in career awareness programs at the K-8 level with the goal to grow their proficiency in and use of key strategies to equip students with career-based competencies, such as: 1) Human Centered Design Thinking; 2) Universal Design for Learning, and; 3) Project Based Learning. Funding can also support school labs that enhance career-based skills (e.g., maker spaces).

4. Heightening work-based learning: Funding would be for industry/business partners to create and connect secondary students to specific technical and employability skills identified by industry/company.

The regional K12 SWP grants will be awarded in late April. OCDE plans to formally coordinate district/college grant partnerships and allocate funding in June.

Budget Impact

There is no budget impact at this time as it is informational only.

Recommended Action

No action is required at this time.

Laguna Beach Unified School District

15. INFORMATION

March 26, 2019

Board Governance and Protocols Workshop

Proposal

Board members will review and discuss options for potential facilitators for a Board Governance and Protocols Workshop to be held in May 2019.

Background

Since November 2016 the School Board has met annually to review agreed-upon governance norms and protocols. The Board agreed to annually review their protocols and have done so on three occasions. The Board asked staff to provide several options for a facilitated workshop. A strong governance team requires a solid foundation and a continual examination of governance protocols, including roles and responsibilities of the Board. It is the goal of the Board to work effectively together, strengthen their leadership skills and improve their overall organizational effectiveness. The California School Board Association, representing nearly 1000 local school districts and county boards of education, recognizes there are certain fundamental principals involved in governing responsibly and effectively. These principles, or Professional Governance Standards, reflect consensus among hundreds of board members, superintendents, and other educational leaders throughout the state.

The governance workshop will focus on the three identified components vital to effective school governance: (1) The attributes of an effective individual trustee (2) the attributes of an effective governing board, and (3) the specific jobs the board performs in its governance role. These attributes are identified in Board Bylaws as well, specifically Bylaw 9000 Role of the Board, 9005 Governance Standards, and 9200 Limits of Board Authority. These three bylaws have been reviewed by all Board members at the Board Policy workshops.

At the Board's request staff is bringing forward three options for consideration for facilitators to conduct a one-day workshop as follows:

Name	Description	Cost
Atkinson, Andelson, Loya, Ruud, Romo (AALRR)	AALRR provides a variety of services within our currently approved contract including Brown Act presentation, conflict of interest presentations, and board governance/protocol facilitation.	\$2,700

CSBA	CSBA offers several topics on Governance, which are facilitated by one of six potential consultants. Two of the topics that may be of specific interest to the Board at this time are District priorities and goal setting, and developing norms and protocols..	\$2,700
The Aspen Group	The Aspen Group designed 'Coherence Governance,' which addresses s full breadth of operational issues and concerns for school districts and public organizations. It establishes standards for districts and helps identify and define values for outcomes for operational standards. The process is user-friendly and transparent.	\$5,000

Budget Impact

There is no budget impact for this report.

Recommended Action

Staff requests direction on how to proceed in selecting and scheduling the workshop. Staff will bring a future action item to the board depending on the direction of the board.

Laguna Beach Unified School District

16. ACTION

March 26, 2019

**Approval: Course of Study for the Laguna Beach Unified School District
Secondary Schools for the 2019-2020 School Year**

Proposal

Staff proposes the Board of Education approve the Course of Study for the Laguna Beach Unified School District Secondary Schools for the 2019-2020 school year.

Background

The California Education Code requires the Governing Board of each school district to approve annually the curriculum for secondary schools under its jurisdiction. The Course of Study contains a listing of course titles along with identification of new, University of California (UC) approved, and weighted courses. The Laguna Beach Unified School District's Curriculum Council reviews and makes recommendations regarding any new secondary level courses. The Curriculum Council process provides for substantial teacher involvement along with parents and other members of the community through department groups and School Site Councils. This process provides preliminary review and approval for new courses and curriculum.

This school year the Curriculum Council has recommended four new courses at Laguna Beach High School (LBHS). These new courses are a part of the ongoing high school goal to provide a diverse, relevant, and engaging set of course options for students. The new courses recommended for 2019-20 are Authentic Exploratory Research, App Development, Creative Writing, and Yoga Core Fitness. The Student Leadership class is also recommended to be approved for submittal as a UC a-g Elective. This effort stems from the research and recommendations from the Academic Task Force, which were approved in 2016 by the Board. The Academic Task Force recommendation included clear alignment to the rigorous standards set by the University of California system and allowing for a balanced number of Board approved weighted honors courses across all subject areas. Consequently, the high school's multi-year undertaking has also included expanding rigorous, college-level coursework through additional Advanced Placement (AP) and UC a-g Honors course offerings, as the high school has done the previous two school years. UC Honors approved courses must be designed to demonstrate distinctive features that set it apart from regular high school courses in the same A-G subject area and be comparable in terms of workload and rigor to Advanced Placement courses.

Since 2016-17, five new courses with UC a-g honors designation have been approved: AP Art History, AP Computer Science A, AP Computer Science Principles, AP Statistics,

Odipo/Viloria

and Honors Mandarin 4. Furthermore, eight courses have been added or re-designated as UC a-g approved/College Prep courses: App Development (pending), Authentic Exploratory Research (pending), Art Entrepreneurship/Gallery Display & Exhibition, Creative Writing (pending), Financial Literacy, Intro to Engineering, Mandarin 3, and Student Leadership (pending).

In addition, the High School Course of Study includes course name changes and College Career Advantage (CCA), Career Technical Education (CTE), and course for dual enrollment with College & Career Access Pathways (CCAP) partnership with Irvine Valley College (IVC) courses. Courses for Thurston Middle School are also included on their Course of Study list. The LBHS Course Catalog and High School Graduation Requirements will be made available following Board review and approval.

Budget Impact

There is no budget impact for this item.

Recommended Action

Staff recommends the Board of Education approve the Course of Study for the Laguna Beach Unified School District's secondary schools for the 2019-2020 school year.

Laguna Beach Unified School District
High School Course of Study
2019-20 School Year

Course Number	Course Title (Alpha Sort)	UC Weighted	UC Approved	Name Change 2019-20
Proposed New Courses for 2019-20 Course of Study				
TBD	App Development	N	Pending	
TBD	Authentic Exploratory Research	N	Pending	
TBD	Creative Writing	N	Pending	
TBD	Yoga Core Fitness	N	N	

2019-20 Course of Study				
5751	3 Dimensional Media Design	N	Y	
A1513	Advanced Athletic Conditioning	N	N	
A1514	Advanced Athletic Conditioning	N	N	
A734	Advanced Chemical Research, Honors	Y	Y	
A611	Algebra I	N	Y	
2403	Algebra I Bsc	N	N	
A630	Algebra II	N	Y	
2404	Algebra II Bsc	N	N	
A240	American Government	N	Y	
A726	Anatomy and Physiology	N	Y	
2870	AP Art History	Y	Y	
A725	AP Biology	Y	Y	
A650	AP Calculus AB	Y	Y	
A651	AP Calculus BC	Y	Y	
2470	AP Computer Science A	Y	Y	
2472	AP Computer Science Principles	Y	Y	
A332	AP English Language and Comp	Y	Y	
A348	AP English Literature and Comp	Y	Y	
A224	AP European History	Y	Y	
A550	AP French Language and Culture	Y	Y	
A245	AP Government Politics US	Y	Y	
A246	AP Macroeconomics	Y	Y	
A462	AP Music Theory	Y	Y	
A743	AP Physics 1	Y	Y	
A553	AP Spanish Language	Y	Y	
A557	AP Spanish Literature	Y	Y	
2483	AP Statistics	Y	Y	
A439	AP Studio Art 2-D Design (Photo)	Y	Y	
A414	AP Studio Art 3-D Design (Ceramics)	Y	Y	
A438	AP Studio Art-Drawing	Y	Y	
A231	AP United States History	Y	Y	
TBD	Art Production I (current: Intro to Art)	N	Y	X
TBD	Art Production II (current: Art Studio)	N	Y	X
TBD	Art Entrepreneurship (current: Gallery Display & Exhibition)	N	Y	X
A720	Biology	N	Y	

Laguna Beach Unified School District
High School Course of Study
2019-20 School Year

Course Number	Course Title (Alpha Sort)	UC Weighted	UC Approved	Name Change 2019-20
A642	Calculus	N	Y	
A413	Ceramics I	N	Y	
A416	Ceramics II	N	Y	
A730	Chemistry	N	Y	
A450	Chorus	N	Y	
A0221	Credit Recovery	N	N	
A021	Credit Recovery	N	N	
2356	Dance Company	N	Y	
2355	Dance I	N	N	
5718A	Dance II	N	Y	
5718B	Dance III	N	Y	
5719A	Dance IV	N	Y	
A487	Digital Photography	N	Y	
A0013	Directed Study- RSP	N	N	
A435	Drama	N	Y	
7236	Drama CTE	N	N	
A415	Drama Productions	N	Y	
7237	Drama Productions CTE	N	N	
A453	Drumline	N	N	
A242	Economics	N	Y	
A320	English 10	N	Y	
A318	English 10 Basic	N	N	
A330	English 11	N	Y	
A328	English 11 Basic	N	N	
A340	English 12	N	Y	
A338	English 12 Basic	N	N	
A310	English 9	N	Y	
A308	English 9 Basic	N	N	
A301	English Language Development	N	Y	
2798	Financial Literacy	N	Y	
A1501	Fitness & Wellness Fall Sem	N	N	
A1502	Fitness & Wellness Sp Sem	N	N	
A510	French I	N	Y	
A520	French II	N	Y	
A530	French III	N	Y	
A540	French IV	N	Y	
A541	French V	N	Y	
A620	Geometry	N	Y	
A620-A	Geometry Accelerated	N	Y	
A618	Geometry Basic	N	N	
A215	Global Studies & Skills	N	N	
A212	Global Studies Basic	N	N	

Laguna Beach Unified School District
High School Course of Study
2019-20 School Year

Course Number	Course Title (Alpha Sort)	UC Weighted	UC Approved	Name Change 2019-20
5713	Graphic Design Fundamentals	N	Y	
5769	Graphic Publication	N	Y	
A627	Honors Algebra II non weight	N	Y	
A731	Honors Chemistry	Y	Y	
A487	Honors Digital Photo	N	Y	
2130	Honors English 9	N	Y	
2131	Honors English 10	N	Y	
2223B	Honors Mandarin Chinese IV	Y	Y	
2206	Honors Spanish II	N	Y	
2207	Honors Spanish III	N	Y	
2298	Honors Spanish IV	N	Y	
A554	Honors Spanish V	Y	Y	
A700	Human Ecology/Health	N	N	
A603	Integrated Algebra Basic	N	N	
A260	International Relations/MUN	N	Y	
A305	Intervention English	N	N	
A457	Intro Guitar/Ukelele I	N	Y	
A716	Intro to Engineering with Lab	N	Y	
A455	Jazz Ensemble	N	Y	
A027	Journalism	N	N	
A005	Leadership	N	Pending	
2214	Mandarin Chinese I	N	Y	
2215	Mandarin Chinese II	N	Y	
2223A	Mandarin Chinese III	N	Y	
A4521	Marching Band	N	N	
A718	Marine Ecology	N	Y	
7900C1	Medical Core	Y	Y	
A306	Modified English	N	N	
A602	Modified Math	N	N	
5622	Multimedia Design	Y	Y	
5714	Multimedia Design Advanced CCA	N	N	
5621	Multimedia Production	N	Y	
6001	Peer Tutoring	N	N	
A740	Physics	N	Y	
A512	Spanish I	N	Y	
A513	Spanish II	N	Y	
A532	Spanish III	N	Y	
A534	Spanish IV	N	Y	
A535	Spanish V	N	Y	
A636	Statistics	N	Y	
A463	String Ensemble	N	Y	
6098	Student Lab Assistant	N	N	

**Laguna Beach Unified School District
High School Course of Study
2019-20 School Year**

Course Number	Course Title (Alpha Sort)	UC Weighted	UC Approved	Name Change 2019-20
A130	Surf Team	N	N	
5743	Theatre II	N	Y	
A230	United States History	N	Y	
A228	US History Basic	N	N	
2908	Video Production I	N	Y	
A808	Video Production Advanced	N	Y	
A920	Vocational Education	N	N	
A454	Wind Ensemble	N	Y	
A220	World History	N	Y	
A218	World History/Basic	N	N	

New Program - CCAP Courses				
TBD	Communication 1	N	Y	
TBD	Beginning American Sign Language	N	Y	

College and Career Advantage (CCA) Courses - After School or Off-Site				
7248CC	Audio and Music	N	N	
8530CC	AutoRep/Mech	N	N	
8531CC	AutoRepMec 1	N	N	
8532CC	AutoTechnology	N	Y	
8510CC	Aviation Career	N	Y	
8411C2	Crime/Invest	N	N	
8021CC	Culinary Arts	N	Y	
8122CC	Cyber Security	N	N	
7921CC	DentalAssist 2	N	Y	
7920CC	DentalAssist 1	N	Y	
8422CC	EmergMedTechn	N	N	
7810CC	FashionDesMerg1	N	Y	
7811CC	FashionDesMerg2	N	Y	
8422C3	Fire Science	N	N	
8421CC	IntroEmergMed	N	N	
8411CC	Law Enforcement	N	N	
4275CC	MedAsst 1	N	Y	
4276CC	MedAsst 2	N	Y	
7922CC	Medical/Hosp	N	N	
7900CC	MedTerminology	N	N	
7220CC	MultiDsnCUSD	N	Y	
8412CC	Personal/St Law	N	N	
8131CC	ProgramCoding 1	N	N	
8132CC	ProgramCoding 2	N	N	
7004CC	RestCareers	N	N	
8100CC	Robotics	N	Y	

Laguna Beach Unified School District
High School Course of Study
2019-20 School Year

Course Number	Course Title (Alpha Sort)	UC Weighted	UC Approved	Name Change 2019-20
7412CC	SmBusManag	N	N	
7921C2	Surg Tech II	N	N	
7922C3	Surg Tech Inter	N	N	
7921C1	Surg Tech Intro	N	N	
7140CC	Vet Techn 1	N	N	
7141CC	Vet Techn 2	N	N	
7142CC	Vet Techn 3	N	N	

Athletics Course Titles Changes				
2578PE	AthBB Q2	N	N	X
2579PE	AthBB Q3	N	N	X
2580PE	AthBB Q4	N	N	X
2534PE	AthBkB Q2	N	N	X
2535PE	AthBkB Q3	N	N	X
2536PE	AthBkB Q4	N	N	X
2538PE	AthBkBQ Q2	N	N	X
2539PE	AthBkBQ Q3	N	N	X
2522PE	AthBVB Q2	N	N	X
2599PE	AthBVBG Q3	N	N	X
2600PE	AthBVBG Q4	N	N	X
2506PE	AthCC Q2	N	N	X
2510PE	AthCCG Q2	N	N	X
2605PE	AthCh Q1	N	N	X
2606PE	AthCH Q2	N	N	X
2607PE	AthCH Q3	N	N	X
2607PE	AthCH Q3	N	N	X
2608PE	AthCH Q4	N	N	X
2608PE	AthCH Q4	N	N	X
2502PE	AthFB Q2	N	N	X
2503PE	AthFB Q3	N	N	X
2504PE	AthFB Q4	N	N	X
2591PE	AthGO Q3	N	N	X
2592PE	AthGO Q4	N	N	X
2530PE	AthGOG Q2	N	N	X
2567PE	AthLX Q3	N	N	X
2568PE	AthLX Q4	N	N	X
2571PE	AthLXG Q3	N	N	X
2572PE	AthLXG Q4	N	N	X
2619PE	AthOSS Q3	N	N	X
2620PE	AthOSS Q4	N	N	X
2575PE	AthSBG Q3	N	N	X
2576PE	AthSBG Q4	N	N	X

Laguna Beach Unified School District
High School Course of Study
2019-20 School Year

Course Number	Course Title (Alpha Sort)	UC Weighted	UC Approved	Name Change 2019-20
2611PE	AthSF Q3	N	N	X
2612PE	AthSF Q4	N	N	X
2542PE	AthSO Q2	N	N	X
2543PE	AthSO Q3	N	N	X
2544PE	AthSO Q4	N	N	X
2546PE	AthSOG Q2	N	N	X
2547PE	AthSOG Q3	N	N	X
2583PE	AthSW Q3	N	N	X
2584PE	AthSW Q4	N	N	X
2587PE	AthSWG Q3	N	N	X
2588PE	AthSWG Q4	N	N	X
2594PE	AthTE Q2	N	N	X
2595PE	AthTE Q3	N	N	X
2596PE	AthTE Q4	N	N	X
2514PE	AthTEG Q2	N	N	X
2515PE	AthTEG Q3	N	N	X
2516PE	AthTEG Q4	N	N	X
2559PE	AthTR Q3	N	N	X
2560PE	AthTR Q4	N	N	X
2563PE	AthTRG Q3	N	N	X
2564PE	AthTRG Q4	N	N	X
2603PE	AthVB Q3	N	N	X
2604PE	AthVB Q4	N	N	X
2526PE	AthVBG Q2	N	N	X
2518PE	AthWP Q2	N	N	X
2550PE	AthWPG Q2	N	N	X
2551PE	AthWPG Q3	N	N	X
2554PE	AthWR Q2	N	N	X
2555PE	AthWR Q3	N	N	X
2556PE	AthWR Q4	N	N	X

Laguna Beach Unified School District

17. ACTION

March 26, 2019

Approval: Curriculum Council Recommendation for Textbook Adoption for History/Social Science Framework Commencing With the 2019-2020 School Year

Proposal

Staff proposes that the Board of Education approve the textbook adoption of the History/Social Science (H/SS) textbooks as outlined in this Board Action Item. The proposed textbooks would be adopted for implementation commencing with the 2019-2020 school year.

Background

The new edition of the History-Social Science Framework for California Public Schools: Kindergarten through Grade Twelve was adopted by the California State Board of Education (SBE) on July 14, 2016. This new Framework updated California State curriculum in history and the social sciences. The Framework and standards encourage students to learn about the world from several perspectives—local to global—in a deliberate and careful sequence and to develop thematic and conceptual understandings based on these perspectives. This document is an important step forward in our ongoing commitment to ensure that all California students are prepared for college, twenty-first century careers, and citizenship. Although the Framework is based upon the History–Social Science Content Standards for California Public Schools, this Framework tells a much broader story that features the contributions of diverse peoples to tell the story of California and the United States.

The guiding principle of the History-Social Science Framework is a focus upon student inquiry. Consistent with the recently adopted Frameworks in other subject areas, this Framework relies upon students being active participants in the learning process. The Framework is designed to help teachers and administrators create a curriculum where students ask questions, develop and support arguments, conduct independent research, evaluate interpretations and evidence, and present findings in a cogent and persuasive manner. In addition to the revised course descriptions, the Framework includes new chapters on assessment, access and equity, instructional strategies, and professional learning—all designed to assist teachers and administrators in furthering the collective goal of creating active, engaged, and civic-minded students. The Framework also includes the criteria for evaluating kindergarten-through-grade-eight instructional materials, which will ensure that the curricular tools for the next generation will reflect these aims.

In Laguna Beach Unified School District, all teachers that teach History-Social Science began the transition to the new Framework in the fall of 2017 to prepare teachers for the instructional materials pilot. The instructional materials pilot committee included members from all sites and ensured the instructional shifts were covered sufficiently in the piloted materials. Although the California History-Social Science standards have not changed, the Framework calls out the instructional shifts for social studies. These shifts define social studies instruction as an “inquiry arc” of interlocking and mutually reinforcing elements that speak to the intersection of ideas and learners. The Four Dimensions of this inquiry model are: Questions and Planning Inquiries; Applying Disciplinary Tools and Concepts (through the lenses of civics, economics, geography, and history); Evaluating Sources and Using Evidence; and Communicating Conclusions and Taking Informed Action. The Four Dimensions center on the use of questions to spark curiosity, guide instruction, deepen investigations, acquire rigorous content, and apply knowledge and ideas in real-world settings to become active and engaged citizens in the 21st century.

Instruction in History-Social Science must include the broad-based role and contribution of society, including “both men and women, Native Americans, African Americans, Mexican Americans, Asian Americans, Pacific Islanders, European Americans, lesbian, gay, bisexual, and transgender Americans, persons with disabilities, and members of other ethnic and cultural groups, to the economic, political, and social development of California and the United States of America, with particular emphasis on portraying the role of these groups in contemporary society (FAIR Education Act, SB 48, 2011.”

In addition, although the Standards have not changed, pilot teachers were tasked to ensure the Historical and Social Science Analysis Skills were well-covered in each series. The intellectual skills found in each grade are to be applied to the content standards. Embedded in these grade spans are discrete skills, vital for student learning, critical thinking, and literacy, such as understanding relationships between events, chronological understanding, understanding perspective and bias, and corroboration. These skills help students relate better to the content.

Members of the History-Social Science Pilot Committee attended Publisher Fairs, selected materials to pilot, and then utilized the materials in their classrooms for eight-week cycles. Following the final selection of each curriculum, members of the committees then presented the pilot process and rationale for the selection at the Curriculum Council Meeting on February 27, 2019. The Curriculum Council recommends approval for the adoption of materials as outlined in the chart below.

Budget Impact

The estimated expense for the adoption of the History/Social Science Curriculum is \$300,000. The estimate includes professional development expenses.

Recommended Action

Staff recommends the Board of Education approve the textbook adoption of the History/Social Science textbooks as outlined in this Board Action Item. The proposed textbooks would be purchased for implementation beginning with the 2019/20 school year.

Level	Teachers	Pilots	Recommendation
Elementary School	Marie Bammer Marianne Bynum Rosie Haynes Jamie Jameson Kim Krause Melissa Martinez Nicole Stewart Sarah Wolsey	Pearson March-June 2018 Studies Weekly Sept-Jan 2019	Studies Weekly Cost: TOW: \$30,444.40 EMS: \$22,741.60 Includes 1 day PD Additional PD \$2,000/day
Middle School	Darci Anderson Megan Matthias Michelle Martinez Carl Nelson	McGraw/Hill March-June 2018 National Geographic Sept-Jan 2019	National Geographic Cost: \$111,210.64 Includes Implementation PD
High School Courses	World History US History American Government Economics Mark Alvarez Victoria Brinkmeyer Kristin Cowles Heather Hanson Carolyn Sadler Jun Shen Jonathan Todd AP US History Kristin Cowles	TCI March-June 2018 Pearson Sept-Jan 2019 McGraw/Hill Norton AMSCO	TCI (Teachers' Curriculum Institute) Cost: \$115,673.25 Includes 2 years of ongoing "Product Orientation PD" AMSCO (Perfection Learning) \$2,605.63

Laguna Beach Unified School District

18. ACTION

March 26, 2019

Approval: Curriculum Council Recommendation for Adoption of a New Calculus Textbook for Laguna Beach High School Commencing with the 2019-2020 School Year at a Not-to-Exceed Cost of \$53,425

Proposal

Staff proposes the Board of Education approve the adoption and purchase of the new calculus textbook “Applied Calculus for the Managerial, Life, and Social Sciences, 10th ed., 2017, Soo T. Tan” Publisher Cengage, commencing with the 2019-2020 school year. This adoption includes the purchase of WebAssign K12 Instant Access online subscription at an annual cost of \$20.00 per student.

Background

Laguna Beach High School mathematics teachers Nancy Mooers and Valorie Quigley presented information to the Curriculum Council on February 27, 2019, about their process for piloting calculus textbooks. They reviewed textbooks from three publishers and chose *Applied Calculus: For the Managerial, Life, and Social Sciences* from Cengage. This textbook includes an online called *WebAssign*. *WebAssign* is a flexible and fully customizable online instructional solution that allows teachers to deploy assignments, view student and class performance and analytics, immediate feedback to students on key concepts, plus much more. There are also rich *Explore and Discuss* questions that can be used as an additional writing component to the class or as team projects.

The recommended textbook addresses three aspects of rigor: conceptual understanding, procedural skill and fluency, and application. In addition, the textbook contains writing prompts to support our action plan of writing across the curriculum. These textbooks are college-level textbooks. Conversation from the committee provided recommendations to the teacher to ensure that conceptual mathematics was prioritized before the procedural work. In addition, trigonometry and precalculus standards are revisited in this book to assist our teachers to better cover the calculus standards.

Budget Impact

The budget impact for the purchase of Applied Calculus for the Managerial, Life, and Social Sciences, along with the online subscription, is not-to-exceed \$53,425 for the initial purchase and \$20.00 per student in the calculus classes each year thereafter.

Odipo/Viloria

Recommended Action

Staff recommends the Board of Education approve the adoption and purchase of the new calculus textbooks “Applied Calculus for the Managerial, Life, and Social Sciences, 10th ed. 2017, Soo T. Tan” Publisher Cengage, for Laguna Beach High School commencing with the 2019-2020 School Year. This adoption includes the purchase of WebAssign K12 Instant Access online program at an annual cost of \$20.00 per student.

Laguna Beach Unified School District

19. ACTION

March 26, 2019

Approval: Purchase of CodeHS Online Curriculum for Advanced Placement Computer Science “A” Course in an Amount Not-to-Exceed \$7,200.00 for a Three-Year Contract

Proposal

Staff proposes the Board of Education approve the purchase of CodeHS Online Curriculum for the Advanced Placement (AP) Computer Science “A” course at Laguna Beach High School commencing with the 2019-20 school year.

Background

The AP Computer Science “A” course was added to the Laguna Beach High School Course of Study commencing with the 2018-19 school year. The teacher for this course reviewed two sets of online curriculum and selected CodeHS to pilot during the first year of the course. The teacher went through training with CodeHS and the pilot was successful. This request was presented to the Curriculum Council to purchase CodeHS as the primary curriculum for this course.

The CodeHS program has many strengths such as: A pre-approved AP syllabus; fully web-based curriculum; engaging interface; relevant and challenging problems; taught in small manageable topics through short videos that provide content vocabulary and application problems; meets many sets of educational standards; and a large range of teacher support materials.

Budget Impact

The budget impact for the purchase of CodeHS Online Curriculum is not-to-exceed \$2,400.00 per year which includes a license for one section of up to 35 students. The contract price is based on a three-year contract term of not-to-exceed \$7,200.00.

Recommended Action

Staff recommends the Board of Education approve the purchase of CodeHS Online Curriculum for the Advanced Placement (AP) Computer Science “A” course at Laguna Beach High School for the 2019-20 school year.



CodeHS Order Form

Customer: Laguna Beach High
ATTN: Donna Todd
625 Park Ave.
Laguna Beach, CA 92651

Pricing Summary

Items	Start Date	End Date	Quantity	Price	Total Price
Pro Section License	07/01/2019	06/30/2020	1 Section	\$2400.00	\$2400.00
2019-2020 School Year Subtotal					\$2400.00
Pro Section License	07/01/2020	06/30/2021	1 Section	\$2400.00	\$2400.00
2020-2021 School Year Subtotal					\$2400.00
Pro Section License	07/01/2021	06/30/2022	1 Section	\$2400.00	\$2400.00
2021-2022 School Year Subtotal					\$2400.00

Total fee under this Order Form: \$7200

Order Form and Obligations under the Master Service Agreement

Dear Customer ("you"),

Thank you for your order! This Order Form is subject to the CodeHS Master Service Agreement [or the terms of your original contract] ("MSA"). If you have already signed the CodeHS MSA, there is no need to do so again, and by signing this Order Form, you agree that the Order Form will continue to be subject to the terms of the original MSA between you and CodeHS.

If you have not signed the MSA, please do so while executing this Order Form. By signing the MSA, you agree that this Order Form, and any future Order Forms, will be bound to the MSA.

Payment Terms

You agree to pay to CodeHS the total fee set forth on this Order Form.

For each term, CodeHS will break up the total fee into a separate invoice 30 days prior to the beginning of such term and you must pay such invoice within 30 days of receipt.

Payment can be made via credit card (up to certain limits), check, wire transfer or ACH.

CodeHS Inc.
1328 Mission St.
Suite 8
San Francisco, CA 94103
Phone: (415) 889-3376

The price associated with this Order Form is only available if executed no later than 03/28/2019 (the "Effective Date").

Term: This Order Form begins on the Effective Date and continues until the last date listed under "End Date," unless sooner terminated under the Agreement. The time period between the Effective Date and the End Date is the "Term."

Laguna Beach High

Signature

Name

Title

Date 02/26/2019

CodeHS, Inc.

Signature



Name Jeremy Keeshin

Title CEO

Date 02/26/2019

Laguna Beach Unified School District

20. ACTION

March 26, 2019

Approval: Contract with Mind Research to Provide the ST Math Supplementary Mathematics Program for the Purpose of Piloting during Summer School and the 2019-20 School Year in an Amount Not-to-Exceed \$36,080.00

Proposal

Staff proposes the Board of Education approve the purchase of the ST Math supplementary mathematics program for piloting during the summer school program and continuing through the 2019-20 school year. The proposed cost includes onsite professional development, self-guided online courses and webinars for teachers. The pilot is a one-year online subscription.

Background

MIND Research Institute's supplementary math program, ST Math, is an online visual instructional program that builds a deep conceptual understanding of math through rigorous learning and creative problem solving to engage, motivate and challenge kindergarten through grade five students toward higher achievement. This program benefits every level of student from struggling students who grow to become proficient to proficient students who become advanced, and meets the needs of students at risk by supporting the diversity of learners in one classroom. The program begins by teaching foundational concepts visually and then connects the ideas to the symbols and language. The problems are accessible to all students, regardless of skill level or language background. ST Math is aligned to State Standards and is a web-based supplemental curriculum. The program includes embedded assessments (grades 2-5) and detailed reporting and tracking of progress for monitoring by teachers.

Under the direction of our Elementary Math Committee, the ST Math program from MIND Research Institute was piloted by a group of teachers representing first through fifth grade at El Morro and Top of the World Elementary Schools from March through May 2018. The team was unanimous in their desire to continue the pilot in the fall of 2018-19. The committee also recommended including the entire elementary staff so that all elementary students experience this research-based program. Pilot teachers believe the conceptual program develops important skills for students. The group reported high levels of student engagement and preference for the program. Observations included that all students had access to content and were able to work independently including English Learner students because ST Math starts conceptually and does not have a language component (no words or text). Gradually introduction of symbols and language are developmentally appropriate as students continue with program use.

Budget Impact

The balance due for a two-year investment of 1077 student licenses and professional development for 25 teachers is \$36,080.00, after which our annual costs will drop dramatically. A portion of the investment cost will be deferred as follows:

Year One (2018-19), we paid \$26 per student (\$28,002) and \$5,000 for professional development for a total of \$33,002. The balance of \$36,080 is for year two (2019-20).

Should the pilot program be successful and Board approved for adoption after the 2019-20 pilot year, the payment balance will continue as noted in the chart below.

Beginning with the 2020-21 school year, district costs will consist of the number of student licenses needed times the renewal fee of \$8.50 per student. Based on an estimated count of 1077 K-5 students, our total cost would be \$9,155 for future school years. The following chart shows the investment of doing a multi-year agreement versus the annual renewal of the program.

License	Enrol #Stus	Year 1 (includes 2 PD Days) 18-19	Year 2 19-20	Year 3 20-21	Year 4 21-22	Year 5 22-23	Total 5 Year Investment
Subscription - Annual Renewal	1077	\$33,002	\$22,617	\$22,617	\$22,617	\$22,617	\$123,470
Student License (Split Cost) - Deferred Payment Agreement	1077	\$33,002	\$36,080	\$9,155	\$9,155	\$9,155	\$87,397

Recommended Action

Staff recommends the Board of Education approve the purchase of the ST Math supplementary mathematics program for piloting during the 2019 summer school program and continuing through the 2019-20 school year in an amount not-to-exceed \$36,080.00.



Quote

Ship To
LAGUNA BEACH UNIFIED SCH DIST
550 BLUMONT ST
LAGUNA BEACH CA 92651

Thank you for being an ST Math partner! By submitting payment for quoted services, you agree to MIND Research Institute's Terms of Use as described at <http://www.mindresearch.org/misc/terms/>.

MIND Research complies with applicable state and federal laws and regulations and uses commercially-available measures to protect and maintain the security of any collected data. Our Privacy Policy can be found at <http://www.mindresearch.org/misc/privacy/>.

Laguna Beach Unified School District

21. ACTION

March 26, 2019

Approval: iReady Program with Curriculum Associates in the Laguna Beach Unified School District at a Cost Not-to-Exceed \$32,028

Proposal

Staff proposes the Board of Education approve the purchase of the Curriculum Associates iReady supplementary reading diagnostic and intervention program for summer school and the 2019-20 school year. The proposed cost includes onsite professional development for teachers and site leadership, student diagnostic given three times per year, teacher reports dashboard, online personalized student instruction, and materials for teacher-led instruction. This is a one-year online subscription.

1. iReady Reading Diagnostic and Instruction Site License for students (1 Year)
2. iReady Diagnostic and Instruction Professional Development on-site new user package: Getting Started, Understanding Data, and Tailored Support (all sessions up to 6 hours)
3. iReady Diagnostic and Instruction Professional Development on site add on Leadership Session (up to 3 hours)

Background

Curriculum Associates supplementary reading program, iReady, is an online diagnostic and prescriptive instructional program. The adaptive diagnostic is designed to provide teachers with actionable insight into student needs and a complete picture of student performance and growth. The diagnostic is standards-based and includes the ELA domains: phonological awareness, phonics, high-frequency words, vocabulary, and comprehension for both literature and informative text. Students complete the adaptive diagnostic three times per year. iReady provides comprehensive reports with teacher-led instructional plans based on student needs. The reports include individual, personalized results with next steps including teacher lesson plans. There are also student grouping reports with detailed information about growth areas for the group of students and lesson plans for teacher-led small group instruction. The online personalized lessons include guided support driven by the diagnostic. An additional feature of the online program is that teachers have the flexibility to assign specific content for the class or individual students. iReady recommends 45 minutes of online instruction each week and 70%–100% of lessons passed.

Under the direction of the Reading Intervention Committee, a broad group of teachers piloted this program through the end of last spring. The committee chose iReady after reviewing several supplemental ELA programs. After the initial short pilot, the committee recommended that the pilot continues into the fall of this year and that it include all elementary staff that indicated interest. A larger group of primary, upper elementary, educational specialists, and reading specialists piloted this program in their classrooms which allowed them to prescriptively respond to their students' needs both teacher-led and with the personalized online program, following administration of the adaptive diagnostic assessment. Most of the teachers piloted the program during their MTSS portion of their day, however, one teacher found it to be helpful for a student on an Independent Study program. Teachers reported highly favorable reviews of iReady, including the flexibility of online and in-person groupings, prescriptive student reports, and the ability to "push out" materials to students, including on a homework option.

Laguna Beach Unified School District elementary schools have had a successful pilot of iReady at both sites. As part of our continued support of intervention both during and after school, iReady has been identified for a supplementary reading intervention program. Teachers at all grade levels, in the general and special education classes, were in favor of adopting this program to supplement the needs of students both as remedial and enrichment.

Budget Impact

The budget impact for this service plan is not-to-exceed \$ 32,028

Recommended Action

Staff recommends the Board of Education approve the implementation service plan from Curriculum Associates for iReady at both El Morro and Top of the World.

Laguna Beach Unified School District

22. ACTION

March 26, 2019

Approval: Revised Contract with Jennifer McCluan for a Total of Eleven Days of Next Generation Science Standards (NGSS) Consulting for Thurston Middle School Science Teachers in an Amount Not-to-Exceed \$20,350

Proposal

Staff proposes the Board of Education approve a revision to the Independent Contractor Agreement with Jennifer McCluan dated July 9, 2018. The revision would add three days of NGSS consulting to the eight days originally contracted for the 2018-19 school year for Thurston Middle School (TMS). The days will be billed at Ms. McCluan's daily consulting rate of \$1,850.00. The new contract will replace the previous agreement and reflects the total cost of services including the additional days.

Background

During the last two years, the TMS science department has worked with Jennifer McCluan on the NGSS adoption. To date, the TMS team has unpacked and created lessons for sixth and seventh-grade students. It is the intent of the TMS team to finish the scope and sequence of the new eighth-grade NGSS adoption process when meeting with Ms. McCluan during the summer. The TMS science department's goals are to have unit lessons completed, phenomena selected for each unit, and to have common formative/cumulative assessments created for the eighth-grade rollout the Integrated NGSS model during the 2019-20 school year.

Budget Impact

The projected cost for this consulting work is \$1,850.00 per day times eleven days, for a total not-to-exceed amount of \$20,350.00.

Recommended Action

Staff recommends the Board of Education approve a revision to the Independent Contractor Agreement with Jennifer McCluan dated July 9, 2018. The revision would add three days of NGSS consulting to the eight days originally contracted for the 2018-19 school year for TMS science teachers.

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Laguna Beach Unified School District, hereinafter referred to as "DISTRICT," and **Jennifer McCluan**, Address: 2240 Cushing Road Unit 133 San Diego, CA 92106; 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; and

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. **Scope of Work.** CONTRACTOR shall perform services for the DISTRICT in support of our NGSS Implementation. Contractor will provide up to eleven days of professional development with our secondary science teachers as well as our NGSS Implementation Team during the 2018-19 school year.
2. **Term.** CONTRACTOR shall commence providing services under this AGREEMENT upon Board approval and will diligently perform as required **until June 30, 2019.**
3. **Compensation.** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a fee of \$1850 per day for a total fee of **not to exceed \$20,350.00.** DISTRICT shall pay CONTRACTOR according to the following terms and conditions: **Net 30 days upon invoicing after delivery of each day of service**
4. **Expenses.** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows:.

Materials and copies as needed in carrying out CONTRACTOR's services with teachers.

5. **Independent Contractor.** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. 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's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. CONTRACTOR agrees that in providing services pursuant to this AGREEMENT, CONTRACTOR shall obey and comply with all copyright, trademark and patent laws, rules and regulations, including proper identification of all copyrighted materials used.

8. Copyright/Trademark/Patent. CONTRACTOR further understands and agrees that in the event materials are produced pursuant to this AGREEMENT for the benefit of the DISTRICT for which a copyright, trademark and patent may be secured, the DISTRICT shall have the right to such copyright, trademark or patent. CONTRACTOR further understands and agrees that all materials produced for the benefit of the DISTRICT pursuant to this AGREEMENT shall become the DISTRICT'S property, and reuse is subject to the DISTRICT'S express written permission.

9. 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 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 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 exceeds the cost of providing the service 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 other party, or no later than three days after the day of mailing, whichever is sooner.

10. 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 persons, including the DISTRICT or its 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.

(d) Any acts or omissions by CONTRACTOR or any person or corporation employed by CONTRACTOR relating to services to be rendered under this Agreement.

11. Insurance. CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." CONTRACTOR agrees to carry malpractice and/or professional liability insurance in the amount One Million Dollars (\$1,000,000). Prior to the execution of this Agreement, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees that not less than 30 days prior to the expiration of any coverage, CONTRACTOR will provide evidence of renewal to DISTRICT. CONTRACTOR agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policies. CONTRACTOR shall provide proof of current Worker's Compensation insurance for CONTRACTOR'S employees (if applicable).

12. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR without the prior written consent of District.
13. 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, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.
14. 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.
15. 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.
16. 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.
17. Affirmative Action Employment. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of sexual orientation, race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
18. 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.
19. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this AGREEMENT, the addresses of the parties are as follows:

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

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

20. 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.

21. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS ____ DAY OF _____, 2019.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT CONTRACTOR

By: _____

Signature

Jason Vilorio, Ed.D.

Typed Name

Superintendent

Title

By: _____

Signature

Jennifer McCluan

Typed Name

Contractor

Title

Laguna Beach Unified School District

23. ACTION

March 26, 2019

Approval: Increase the Existing Agreement with Harbottle Law Firm for Legal Counsel Related to Special Education Issues with a Not-to-Exceed Amount of \$45,000 for the 2018-2019 School Year

Proposal

Staff proposes the Board of Education authorize an increase to the existing agreement with Harbottle Law Firm for legal services and advice related to special education issues with a not-to-exceed amount of \$45,000.

Background

Harbottle Law Group's standard hourly rate for legal counsel related to special education issues is \$215.00 per hour for senior counsel and \$205.00 per hour for all other Harbottle Law Group attorneys. The rate for paralegal and legal support staff is not-to-exceed \$105.00 per hour.

Budget Impact

The not-to-exceed amount of \$45,000 will come from general funds, special education budget.

Recommended Action

Staff recommends the Board of Education approve an increase to the agreement with Harbottle Law Firm for legal services and advice related to special education issues for the remainder of the 2018-2019 school year, with a not-to-exceed amount of \$45,000.

Laguna Beach Unified School District

24. ACTION

March 26, 2019

Approval: Board Policies - First Read

Proposal

On March 18, 2019, the Board held a Board Policy Workshop wherein the Board bylaws and policies were reviewed and discussed for potential additions, revisions, and deletions. The Board moved the policies listed below forward for a first reading. The Board may waive a second reading or require an additional reading if necessary. Board policies are brought forward for a first reading by the Board, as described in Board Bylaw 9310.

Policy Number	Description	Notes
3001	Financial	Updated to replace "Basic Aid" with "Community Funded"
3270	Sale and Disposal of Books	New policy for LBUSD
3290	Gifts, Grants, and Bequests	New policy for LBUSD
4151/4251/4351	Employee Compensation	Replaces/Delete BP 4403, 4404
4154/4254/4354	Health and Welfare Benefits	Replaces/Delete BP 4405, 4400
4157/4257/4357	Employee Safety	Replaces/Delete BP 4409, 4011, 4012
4216	Probationary/Permanent Status	New policy for LBUSD
5113	Absences and Excuses	Replaces/Delete BP 5008 Updated to reflect NEW LAW (AB 2289) which (1) amends the definition of "immediate family" for the purpose of authorizing certain excused absences, (2) prohibits a district from requiring a physician's note for an absence by a parenting student to care for a sick child, and (3) clarifies that students may be excused from school, under specified conditions, for work in the entertainment or allied industry, participation with a nonprofit performing arts organization in a performance for a public school audience, or other reasons at the discretion of school administrators.

5127	Graduation Ceremonies and Activities	Policy revised to provide that a pupil may wear traditional tribal regalia or recognized objects of religious or cultural significance as an adornment, as defined, at school graduation ceremonies.
5141.52	Suicide Prevention	Policy updated to reflect NEW LAW (AB 2639) which requires boards of districts that serve grades 7-12 to review the district's suicide prevention policy at least every five years and update it as necessary
6145.2	Athletic Competition	Policy updated to reflect NEW LAW (AB 2009) which requires any district that offers an interscholastic athletic program to develop a written emergency action plan to be followed in the event of sudden cardiac arrest or other medical emergency. Regulation updated to reflect requirement of AB 2009 to make an automated external defibrillator available at athletic events.
6145.6	International Exchange	Replaces/Delete BP 5043
6146.4	Differential Graduation and Competency Standards	New policy for LBUSD.

Recommended Action

Staff recommends the Board approve the policies as listed for a second reading.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

FINANCIAL RESERVES

BP 3001

Business and Noninstructional Operations

- A. Pursuant to Resolution No. 00-04 adopted by the Governing Board of the Laguna Beach Unified School District on November 14, 2000, the Governing Board determined that it is fiscally prudent to establish a reasonable reserve to mitigate revenue volatility and to plan for future expenditures. Therefore, the Governing Board has determined that its Financial Reserves shall be composed of the following components within the General Fund and Special Reserve Funds:
1. A State mandated General Fund Reserve for uncertainty which is currently legally required to be maintained at least three percent (3%) of the District's current annual budget;
 2. A Reserve for Economic Uncertainty which shall be an additional two percent (2%) of the total General Fund Reserve for uncertainty described in subparagraph 1 above;
 3. Routine Restricted Maintenance Account (RRMA) under the School Facility Grant Program generally requiring deposit of a minimum of 3% of the total general fund expenditures for each fiscal year, including other financing uses for the applicable fiscal year. With the elimination of the Deferred Maintenance Grant, the RRMA will increase to incorporate the deferred maintenance projects. Under resolution No. 00-02, the RRMA will maintain a 4% reserve balance in the General Fund.
 4. A Facilities Repair and Replacement Plan (FRRP) Reserve, a restricted account based on a twenty year projection of the cost of facility construction, repair, maintenance and modernization. The reserve will be adjusted periodically for cost escalation in the original plan;
 5. A ~~Community Funded~~~~Basic Aid~~ Differential Reserve to be maintained in perpetuity based on annual recommendations to the Governing Board on the amount of the annual contribution to this reserve necessary to maintain this level of funding. A ~~Community Funded~~~~Basic Aid~~ Differential is the cost of maintaining the District's budget for a period of one year if funded at the Local Control Funding Formula (LCFF). Committed reserves in subfunds under the Special Reserve for Capital Outlay (Fund 40) may also be considered in the differential calculation. Caution: If onetime projects reduce reserves below two-thirds of the ~~Community Funded~~~~Basic Aid~~ Differential, a plan should be developed to determine when reserves are projected to recover above that level.
 6. Aliso Property Reserve for the accelerated option under the Option to Re-purchase Agreement with National Church Residences of Laguna Beach. The agreement extends until 2041, but allows for the payoff of the Housing and Urban Development (HUD) loan and transfer of the grant deed in case of default. The executed grant deed is held in custody trust at U.S. Bank.
 7. A Capital Improvement Plan (CIP) Reserve, separate and distinct from the FRRP, to provide for the establishment of prioritized projects in a 10-year plan;
 8. A Reserve for Specific Designations which shall be established by the Board annually based on actual anticipated expenditures.

- B. The Reserve for Specific Designations shall be annually reevaluated when financial information regarding actual anticipated expenditures demonstrates that prudent financial management requires an allocation to this Reserve or a reallocation from it.
- C. The annual establishment of the funding levels of the above components of the District's Financial Reserves funds and any periodic adjustment to the funding levels of those components shall occur only after a public hearing is held and before the adoption of the annual budget by the Governing Board.
- D. Following the adoption of the District's annual budget by the Governing Board, any subsequent action by the Board to appropriate or reallocate any of the reserve funds from either the State mandated General Fund, Reserve for Economic Uncertainty or the Facility Repair and Replacement Reserve shall require that four-fifths of all of the members of the Governing Board vote to approve such action.
- E. The Board requires that the Reserve for Specific Planned Designation shall not be included in the Reserve for Economic Uncertainty as such reserve is defined by the Governmental Accounting Standards Board.
- F. In September of each school year, the Assistant Superintendent of Business shall present a status report and recommendations to the Governing Board for the allocation of funds to the General Fund Reserve, the ~~Community Funded Basic Aid~~ Differential Reserve, the Facility Repair and Replacement Plan Reserve, the Aliso Property Reserve, and the Capital Improvement Plan Reserve.

Legal Reference:

Education Code section 17070.75

Date Policy Adopted By the Board: November 14, 2000, by Resolution 00-04

Date Policy Re-Numbered (from 3101 to 3001) By the Board: November 23, 2004

Revised: : May 25, 2010

Revised: May 28, 2013

Revised: February 11, 2014

Revised: November 9, 2015

Policy Reapproved-No Revisions: February 9, 2016

Revised:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

SALE AND DISPOSAL OF BOOKS, EQUIPMENT AND SUPPLIES

BP 3270

Business and Noninstructional Operations

The Governing Board recognizes its fiscal responsibility to maximize the use of district equipment, supplies, instructional materials, and other personal property while providing up-to-date resources that facilitate student learning and effective district operations. When the Board, upon recommendation of the Superintendent or designee, declares any district-owned personal property unusable, obsolete, or no longer needed, the Board shall determine the estimated value of the property and shall decide whether the property will be donated, sold, or otherwise disposed of as prescribed by law and administrative regulation.

The Board shall approve the price and terms of any sale or lease of personal property of the district.

If the Board members who are in attendance at a meeting unanimously agree that the property, whether one or more items, does not exceed \$2,500 in value, the property may be sold without advertising for bids.

If the Board members who are in attendance at a meeting unanimously find that the value of the property is insufficient to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the Board or may be disposed of in the local public dump.

Instructional materials shall be considered obsolete or unusable by the district if they have been replaced by more recent editions or new materials selected by the Board, are not aligned with the district's academic standards or course of study, and have no foreseeable value in other instructional areas. Such materials may be sold or donated if they continue to serve educational purposes that would benefit others outside the district. Instructional materials are not appropriate for sale or donation if they meet any of the following criteria:

1. Contain information rendered inaccurate or incomplete by new research or technologies
2. Contain demeaning, stereotyping, or patronizing references to any group of persons protected against discrimination by law or Board policy
3. Are damaged beyond use or repair

The Superintendent or designee shall establish procedures to be used whenever the district sells equipment or supplies originally acquired under a federal grant or subgrant. Such procedures shall be designed to ensure the highest possible return.

Legal Reference:

EDUCATION CODE

17540-17542 Sale or lease of personal property by one district to another

17545-17555 Sale of personal property

35168 Inventory, including record of time and mode of disposal

60510-60530 Sale, donation, or disposal of instructional materials

GOVERNMENT CODE

25505 District property; disposition; proceeds

CODE OF REGULATIONS, TITLE 5

3944 Consolidated categorical programs, district title to equipment

3946 Disposal of equipment purchased with state and federal consolidated application funds

UNITED STATES CODE, TITLE 40

549 Surplus property

CODE OF FEDERAL REGULATIONS, TITLE 2

200.0-200.521 Federal uniform grant guidance

Date Board Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

GIFTS, GRANTS, AND BEQUESTS

BP 3290

Business and Noninstructional Operations

The Governing Board may accept any gift, grant, or bequest of money, property, or service to the district from any individual, organization, foundation, or public or private agency that desires to support the district's educational program. While greatly appreciating suitable donations, the Board shall reject any gift which may directly or indirectly impair its authority to make decisions in the best interest of district students or its ability or commitment to provide equitable educational opportunities.

Before accepting any gift, grant, or bequest, the Board shall carefully consider any conditions or restrictions imposed by the donor to ensure their consistency with the district's vision, philosophy, and operations. If the Board believes the district will be unable to fully satisfy the donor's conditions, the gift shall not be accepted.

In addition, the Board shall ensure that acceptance of the gift, grant, or bequest does not:

1. Involve creation of a program which the Board would be unable to sustain when the donation is exhausted
2. Entail undesirable or excessive costs
3. Promote the use of violence, drugs, tobacco, or alcohol
4. Advertise or endorse the use of non-nutritious food or beverages during the school day
5. Encourage or enable the violation of any law or district policy
6. Imply endorsement of any business or product or unduly commercialize or politicize the school environment

Any gift of books or instructional materials may only be accepted if they meet district criteria for selection of instructional materials.

When any gift of money received by the district is not immediately used, it shall be placed in the county treasury in accordance with law.

The Superintendent or designee shall annually provide a report to the Board indicating the gifts, grants, and/or bequests received on behalf of the district in the preceding fiscal year. The report shall include a statement of account and expenditure of all gifts of money and an inventory of all gifts of physical assets.

Corporate Sponsorship

The Superintendent or designee may enter into an agreement or arrangement with an outside entity for the sponsorship of an educational, athletic, or other program or activity. When appropriate, the agreement may allow the outside entity to advertise or promote its business, product, or service in district publications or on district property or web sites.

Every sponsorship agreement shall be in writing and shall be approved by the **Superintendent or designee**~~Board~~. The **Superintendent or designee**~~Board~~ shall ensure that the district's relationship and arrangement with the sponsor are consistent with the district's mission, values, and goals. Any advertising or promotional message, image, or other depiction to be used by the sponsor shall meet the standards set for commercial advertising on district property and in district-sponsored publications in accordance with BP 1325 - Advertising and Promotion.

Each sponsorship agreement shall contain statements including, but not limited to:

1. The purpose of the relationship with the sponsor, details of the benefits to the district, and how the benefits will be distributed
2. The duration of the agreement and the roles, expectations, rights, and responsibilities of the district and the sponsor, including whether and to what extent the sponsor is allowed to advertise or promote its products and/or services
3. The authority of the Board to retain exclusive right over the use of the district's name, logo, and other proprietary information and the requirement that the sponsor obtain prior approval of the Board before using such information
4. The prohibition against the collection or distribution of students' personal information except as allowed by law
5. The authority of the **Superintendent or designee**~~Board~~ to terminate the agreement without any penalty or sanction to the district if the sponsor's message, business, or product becomes inconsistent with the district's vision, mission, or goals or the sponsor engages in any prohibited activity

Online Fundraising

Any person or entity who wishes to conduct an online fundraising campaign, including a crowdfunding campaign, for the benefit of the district, a school, or a classroom shall submit a written request for prior approval to the Superintendent or designee. Approval of requests shall take into consideration compatibility with the district's vision and goals, core beliefs, instructional priorities, and infrastructure; the manner in which donations are collected and distributed; equity of the use of funds; and any other factors deemed relevant or appropriate by the district.

Any person or entity approved to conduct an online fundraising campaign shall comply with relevant district policies and procedures, including ensuring financial transparency in describing

the purpose and use of the funds and protecting student privacy as applicable. Such person or entity shall specify that the district, rather than a staff member, classroom, or school, will own the funded resources.

Funds raised by an online fundraising campaign and donated to the district shall be subject to the same terms, criteria for acceptance, and accountability measures as any other donation as specified in this policy.

Appreciation

The Board may show appreciation for any donation to the district in any manner it deems appropriate. Conferment of any such honor shall be in accordance with applicable Board policy.

Legal Reference:

EDUCATION CODE

1834 Acquisition of materials and apparatus

35160 Powers and duties

35162 Power to sue, be sued, hold and convey property

41030 School district may invest surplus monies from bequest or gifts

41031 Special fund or account in county treasury

41032 Authority of school board to accept gift or bequest; investments; gift of land requirements

41035 Advisory committee

41036 Function of advisory committee

41037 Rules and regulations

41038 Applicability of other provisions of chapter

Date Board Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

HEALTH AND WELFARE BENEFITS

BP 4154/4254/4354

Personnel

The Governing Board recognizes that health and welfare benefits are essential to promote employee health and productivity and are an important part of the compensation offered to employees. The district shall provide health and welfare benefits for employees in accordance with state and federal law and subject to negotiated employee agreements.

Certificated management, administrative, and supervisory employees who are not in bargaining units shall receive the same health and welfare benefits as those specified in the collective bargaining agreement for certificated employees. Classified management, administrative, and supervisory employees who are not in bargaining units shall receive the same health and welfare benefits as those specified in the collective bargaining agreement for classified employees.

For purposes of granting benefits, a registered domestic partner and their child shall have the same rights, protections, and benefits as a spouse and spouse's child.

The district shall offer full-time employees who work an average of 30 hours or more per week and their dependents up to age 26 years a health insurance plan that includes coverage for essential health benefits, pays at least 60 percent of the medical expenses covered under the terms of the plan, and meets all other requirements of the federal Patient Protection and Affordable Care Act.

With respect to eligibility to participate in the health benefits plan or the level of health benefits provided, the district shall not discriminate in favor of employees who are among the highest paid 25 percent of all district employees.

Continuation of Coverage

Retired certificated employees, other employees who would otherwise lose coverage due to a qualifying event specified in law and administrative regulation, and their qualified beneficiaries may continue to participate in the district's group health and welfare benefits in accordance with state and federal law.

Unless otherwise provided for in the applicable collective bargaining agreement, covered employees and their qualified beneficiaries may receive continuation coverage by paying the premiums, dues, and other charges, including any increases in premiums, dues, and costs incurred by the district in administering the program.

Confidentiality

The Superintendent or designee shall not use or disclose any employee's medical information the district possesses without the employee's authorization obtained in accordance with Civil Code 56.21, except for the purpose of administering and maintaining employee benefit plans and for other purposes specified in law.

Legal Reference:

EDUCATION CODE

7000-7008 Health and welfare benefits, retired certificated employees

17566 Self-insurance fund

35208 Liability insurance

35214 Liability insurance (self-insurance)

44041-44042 Payroll deductions for collection of premiums

44986 Leave of absence, state disability benefits

45136 Benefits for classified employees

CIVIL CODE

56.10-56.16 Disclosure of information by medical providers

56.20-56.245 Use and disclosure of medical information by employers

FAMILY CODE

297-297.5 Rights, protections and benefits under law; registered domestic partners

300 Definition of marriage

GOVERNMENT CODE

12940 Discrimination in employment

22750-22944 Public Employees' Medical and Hospital Care Act

53200-53210 Group insurance

HEALTH AND SAFETY CODE

1366.20-1366.29 Cal-COBRA program, health insurance

1367.08 Disclosure of fees and commissions paid related to health care service plan

1373 Health services plan, coverage for dependent children who are full-time students

1373.621 Continuation coverage, age 60 or older after five years with district

1374.58 Coverage for registered domestic partners, health service plans and health insurers

INSURANCE CODE

10116.5 Continuation coverage, age 60 or older after five years with district

10128.50-10128.59 Cal-COBRA program, disability insurance

10277-10278 Group and individual health insurance, coverage for dependent children

10604.5 Annual disclosure of fees and commissions paid

12670-12692.5 Conversion coverage

LABOR CODE

2800.2 Notification of conversion and continuation coverage

4856 Health benefits for spouse of peace officer killed in performance of duties

UNEMPLOYMENT INSURANCE CODE

2613 Education program; notice of rights and benefits

UNITED STATES CODE, TITLE 1

7 Definition of marriage, spouse

UNITED STATES CODE, TITLE 26

105 Self-insured medical reimbursement plan; definition of highly compensated individual

4980B COBRA continuation coverage

4980H Penalty for noncompliance with employer-provided health care requirements

5000A Minimum essential coverage

6056 Report of health coverage provided to employees

UNITED STATES CODE, TITLE 29

1161-1168 COBRA continuation coverage

UNITED STATES CODE, TITLE 42

300gg-300gg95 Patient Protection and Affordable Care Act, especially:

300gg-16 Group health plan; nondiscrimination in favor of highly compensated individuals
1395-1395g Medicare benefits
CODE OF FEDERAL REGULATIONS, TITLE 26
54.4980B-1-54.4980B-10 COBRA continuation coverage
54.4980H-1-54.4980H-6 Patient Protection and Affordable Care Act
1.105-11 Self-insured medical reimbursement plan
CODE OF FEDERAL REGULATIONS, TITLE 45
164.500-164.534 Health Insurance Portability and Accountability Act (HIPAA)

Date Board Policy Adopted:

Delete

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

III.

Board Policies Covering All Unrepresented Certificated Employees

Board Policy No. 4208: **HEALTH AND WELFARE BENEFITS**

- A. The District provides health and welfare benefit coverage for eligible full-time probationary and permanent certificated employees. The Superintendent may approve pro-rated benefits for less than full-time eligible employees. The District retains the right to change or modify any current benefits to implement cost containment measures or cost saving provisions.
- B. Domestic Partners
 - 1. Commencing July 1, 2001, eligible employees of the District may receive paid health (medical, dental and vision) benefits for their domestic partners, upon written request, subject to any legal restrictions and the policies of the District's health care providers and carriers, and subject to the requirements in this Board Policy. Eligible employees for purposes of this Board Policy are those regular employees who are currently eligible for health benefits under other existing Board Policy. This Board Policy shall be applicable only to those eligible employees not in a bargaining unit represented by an exclusive bargaining representative.
 - 2. The term "domestic partner" for purposes of this Board Policy shall have the same meaning as that definition in Family Code section 297 added by Chapter 588 of the Statutes of 1999. The law defines domestic partners as "two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring." In California, and also under this Board Policy, a domestic partnership shall be established when all of the following requirements are met:
 - a. Both partners have a common residence. The term "common residence" means that both domestic partners share the same residence. It is not necessary that the legal right to possess the common residence be in both of their names. Two people have a common residence even if one or both have additional residences. Domestic partners do not cease to have a common residence if one leaves the common residence but intends to return.
 - b. Both persons agree to be jointly responsible for each other's basic living expenses incurred during the domestic partnership. The term "basic living expenses" means shelter, utilities, and all other costs directly related to the maintenance of the common household of the common residence of the domestic partners. It also means any other cost, such as medical care, if some or all of the cost is paid as a benefit because a person is another person's domestic partner. The term "joint responsibility" means that each partner agrees to provide for the other partner's basic living expenses if the partner is unable to provide for himself or herself.
 - c. Neither person is married nor a member of another domestic partnership.

- d. The two persons are not related by blood in any way that would prevent them from being married to each other in California.
 - e. Both persons are at least eighteen years of age.
 - f. Both persons are capable of consenting to the domestic partnership.
 - g. Neither person has filed a Declaration of Domestic Partnership with the California Secretary of State pursuant to applicable law which has not been terminated pursuant to applicable law.
 - h. Both persons have filed a Declaration of Domestic Partnership with the City of Laguna Beach or California Secretary of State pursuant to applicable law and the partnership has not been terminated.
3. Domestic partners of eligible employees shall receive health benefits under this Board Policy only if all requirements in provision B are met, and the District receives a copy of the registered form of the Declaration of Domestic Partnership which has been returned to the domestic partners from the City of Laguna Beach or California Secretary of State (Family Code section 298.5). The District may require verification and/or evidence of compliance in addition to receipt of a copy of the registered form of the Declaration of Domestic Partnership. The burden of proof is on the eligible employee seeking health benefits for his or her domestic partner.
 4. Eligible employees who do obtain health benefits for their domestic partners pursuant to Board Policy shall immediately notify the District in writing whenever the domestic partnership is terminated. (Family Code section 299).
 5. It is the intent of the Board that this Board Policy be consistent with current law. Any part of this Board Policy which is not consistent with current law shall be void. Any changes in applicable law which impacts this Board Policy shall automatically modify this Board Policy to ensure consistency.
 6. Changes in domestic partnerships may not be filed more frequently than annually.
 7. The District is not liable for any tax consequences that accrue pursuant to this policy.

Legal Reference:

Family Code sections 297, 298, 298.5, 299, 299.5, 299.6

Government Code sections 22867, 22868, 22869, 22871, 22871.1, 22871.2, 22871.3, 22872, 22873, 22874, 22875, 22876, 22877, 53200, 53201, 53202, 53206, 53205.1

Date Policy Adopted By The Board: September 11, 2001

Delete

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

V.

Board Policies Covering All Unrepresented Classified Employees

Board Policy No. 4405: HEALTH AND WELFARE BENEFITS

- A. The District provides health and welfare benefit coverage for eligible full-time probationary and permanent certificated employees. The Superintendent may approve pro-rated benefits for less than full-time eligible employees. The District retains the right to change or modify any current benefits to implement cost containment measures or cost saving provisions.
- B. Domestic Partners
1. Commencing July 1, 2001, eligible employees of the District may receive paid health (medical, dental and vision) benefits for their domestic partners, upon written request, subject to any legal restrictions and the policies of the District's health care providers and carriers, and subject to the requirements in this Board Policy. Eligible employees for purposes of this Board Policy are those regular employees who are currently eligible for health benefits under other existing Board Policy. This Board Policy shall be applicable only to those eligible employees not in a bargaining unit represented by an exclusive bargaining representative.
 2. The term "domestic partner" for purposes of this Board Policy shall have the same meaning as that definition in Family Code section 297 added by Chapter 588 of the Statutes of 1999. The law defines domestic partners as "two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring." In California, and also under this Board Policy, a domestic partnership shall be established when all of the following requirements are met:
 - a. Both partners have a common residence. The term "common residence" means that both domestic partners share the same residence. It is not necessary that the legal right to possess the common residence be in both of their names. Two people have a common residence even if one or both have additional residences. Domestic partners do not cease to have a common residence if one leaves the common residence but intends to return.
 - b. Both persons agree to be jointly responsible for each other's basic living expenses incurred during the domestic partnership. The term "basic living expenses" means shelter, utilities, and all other costs directly related to the maintenance of the common household of the common residence of the domestic partners. It also means any other cost, such as medical care, if some or all of the cost is paid as a benefit because a person is another person's domestic partner. The term "joint responsibility" means that each partner agrees to provide for the other partner's basic living expenses if the partner is unable to provide for himself or herself.

- c. Neither person is married nor a member of another domestic partnership.
 - d. The two persons are not related by blood in any way that would prevent them from being married to each other in California.
 - e. Both persons are at least eighteen years of age.
 - f. Both persons are capable of consenting to the domestic partnership.
 - g. Neither person has filed a Declaration of Domestic Partnership with the California Secretary of State pursuant to applicable law which has not been terminated pursuant to applicable law.
 - h. Both persons have filed a Declaration of Domestic Partnership with the City of Laguna Beach or California Secretary of State pursuant to applicable law and the partnership has not been terminated.
- 3. Domestic partners of eligible employees shall receive health benefits under this Board Policy only if all requirements in provision B are met, **and** the District receives a copy of the registered form of the Declaration of Domestic Partnership which has been returned to the domestic partners from the City of Laguna Beach or California Secretary of State (Family Code section 298.5). The District may require verification and/or evidence of compliance in addition to receipt of a copy of the registered form of the Declaration of Domestic Partnership. The burden of proof is on the eligible employee seeking health benefits for his or her domestic partner.
 - 4. Eligible employees who do obtain health benefits for their domestic partners pursuant to Board Policy shall immediately notify the District in writing whenever the domestic partnership is terminated. (Family Code section 299).
 - 5. It is the intent of the Board that this Board Policy be consistent with current law. Any part of this Board Policy which is not consistent with current law shall be void. Any changes in applicable law which impacts this Board Policy shall automatically modify this Board Policy to ensure consistency.
 - 6. Changes in domestic partnerships may not be filed more frequently than annually.
 - 7. The District is not liable for any tax consequences that accrue pursuant to this policy.

Legal Reference:

Family Code sections 297, 298, 298.5, 299, 299.5, 299.6

Government Code sections 22867, 22868, 22869, 22871, 22871.1, 22871.2, 22871.3, 22872, 22873, 22874, 22875, 22876, 22877, 53200, 53201, 53202, 53206, 53205.1

Date Policy Adopted By The Board: September 25, 2001

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

EMPLOYEE SAFETY

BP 4157/4257/4357

Personnel

The Governing Board is committed to maximizing employee safety and believes that workplace safety is every employee's responsibility. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful.

The Board expects all employees to use safe work practices and, to the extent possible, correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, he/she shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

The Superintendent or designee shall establish and implement a written injury and illness prevention program in accordance with law.

The Superintendent or designee shall ensure the ready availability of first aid materials at district workplaces and shall make effective provisions, in advance, for prompt medical treatment in the event of an employee's serious injury or illness.

No employee shall be discharged or discriminated against for making complaints, instituting proceedings, or testifying with regard to employee safety or health or for participating in any occupational health and safety committee established pursuant to Labor Code 6401.7.

Legal Reference:

EDUCATION CODE

32030-32034 Eye safety

32225-32226 Communications devices in classrooms

32280-32289 School safety plans

44984 Required rules for industrial accident and illness leave of absence

GOVERNMENT CODE

3543.2 Scope of bargaining

LABOR CODE

3300 Definitions

6305 Occupational safety and health standards; special order

6310 Retaliation for filing complaint prohibited

6400-6413.5 Responsibilities and duties of employers and employees, especially:

6401.7 Injury and illness prevention program

CODE OF REGULATIONS, TITLE 8

3203 Injury and illness prevention program

3400 Medical services and first aid
5095-5100 Control of noise exposure
CODE OF FEDERAL REGULATIONS, TITLE 29
1910.95 Noise standards

Date Board Policy Approved:

Delete

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

III.

Board Policies Covering All Unrepresented Certificated Employees

Board Policy No. 4209: **EMPLOYEE SAFETY AND PROTECTION**

- A. The District shall furnish a place of employment which is safe for employees pursuant to applicable law.
- B. The District shall not require any employee to be in a place of employment which is not safe. No employee shall leave the assigned work station without authorization of the Superintendent or Principal unless there is clearly an emergency. If an employee does leave the assigned work station because of an emergency, the employee will notify promptly the Superintendent or the Principal.
- C. All employees have a responsibility to advise the District immediately of any condition which a reasonable person would consider unsafe.
- D. An employee may, when necessary, use reasonable force in the performance of duties in the interests of self-protection. Such force must not exceed that which is needed to repel or protect from bodily injury. An employee also may take reasonable action for the protection of others and for the protection of District, student or employee property. Under such circumstances, an employee must exercise mature judgment and must act and react in a reasonable and prudent manner.

Legal Reference:
Labor Code sections 6300-6711

Date Policy Adopted By The Board: September 11, 2001

Delete

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

I.

Board Policies Covering All Employees

Board Policy No. 4011: **EMPLOYEE SAFETY AND PROTECTION**

- A. The District shall furnish a place of employment which is safe for employees pursuant to applicable law.
- B. The District shall not require any employee to be in a place of employment which is not safe. No employee shall leave the assigned work station without authorization of the Superintendent or Principal unless there is clearly an emergency. If an employee does leave the assigned work station because of an emergency, the employee will notify promptly the Superintendent or the Principal.
- C. All employees have a responsibility to advise the District immediately of any condition which a reasonable person would consider unsafe.
- D. An employee may, when necessary, use reasonable force in the performance of duties in the interests of self-protection. Such force must not exceed that which is needed to repel or protect from bodily injury. An employee also may take reasonable action for the protection of others and for the protection of District, student or employee property. Under such circumstances, an employee must exercise mature judgment and must act and react in a reasonable and prudent manner.

Legal Reference:
Labor Code sections 6300-6711

Date Policy Adopted By The Board: July 23, 2001

Delete

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

I.

Board Policies Covering All Employees

Board Policy No. 4012: INJURY AND ILLNESS PREVENTION PROGRAM

A. The District's Injury and Illness Prevention Program (IPP)

This comprehensive health and safety program is designed to identify and abate hazards in the workplace by preventing workplace accidents, injuries and illnesses in order to provide a safe and healthful place in which to work. This policy, along with other applicable District rules and regulations and practices, form the District's Injury and Illness Prevention Program. In order to be effective, this program will require the cooperation and support of all District employees.

B. Responsibility For Safety and Health

All employees of the District are responsible for working safely and maintaining a safe and healthful working environment.

C. Program Administrator

The District's Program Administrator is the Superintendent or designee. The Program Administrator is responsible for the overall implementation and maintenance of the District's Injury and Illness Prevention Program. The Program Administrator will:

1. Ensure that managers and supervisors are trained in workplace safety and are familiar with the safety and health hazards to which employees under their immediate supervision or control may be exposed, as well as applicable laws, regulations and District safety rules, policies, practices and procedures;
2. Ensure that employees are trained in accordance with this program;
3. Cause the periodic inspection of all District workplaces in order to identify, evaluate and abate workplace hazards;
4. Develop methods for abating workplace hazards;
5. Ensure that workplace hazards are abated in a timely and effective manner;
6. Ensure that reported workplace hazards, accidents, illnesses or injuries are investigated; and
7. Supervise the delegation of specific tasks required to be performed by the Program.

D. Hazard Assessment Control

1. Identification of Workplace Hazards

a. Periodic Scheduled Inspections

Work areas should be kept neat and orderly. Managers, supervisors, and employees are responsible for conducting daily, ongoing monitoring and inspection of their specific work areas. Additionally, the Program Administrator shall provide for specific inspections of workplace hazards in accordance with current applicable requirements and regulations.

b. Unscheduled Inspections

In addition to scheduled inspections and ongoing review, the Program Administrator will arrange for unscheduled, surprise inspections. The list of subjects for these inspections will be chosen randomly but with particular emphasis placed on maintenance, operations, warehouse, print shop, child nutrition, transportation and science and industrial arts and general housekeeping.

c. New Potential Hazards

The Program Administrator will arrange for an inspection and investigation of any new substance, process, procedure or equipment introduced into the workplace. The Program Administrator also will arrange for an inspection and investigation whenever the District is made aware of a new or previously unrecognized hazard.

d. Employee Reporting of Hazards

Employees are required to report immediately to their supervisors or the Program Administrator any unsafe condition or hazard which they discover in the workplace. Forms for reporting such hazards may be obtained in each work area or from the Program Administrator. The employment of any employee making a *bona fide* report of an unsafe condition or hazard in the workplace will not be adversely affected for making such a report. Employees who wish to remain anonymous may submit the required reporting form to the Program Administrator without signature.

2. Monitoring and Correcting Identified Potential Safety and Health Hazards

a. Identified Safety and Health Hazards

The Program Administrator shall keep a list of identified hazards and a written procedure for dealing with each hazard.

b. Newly Discovered Safety and Health Hazards

The Program Administrator shall develop a written procedure for identifying and correcting in a timely manner hazards newly identified through inspections or employee reports.

E. Emergencies

The Program Administrator shall prepare procedures to handle emergencies in the event of earthquakes, fires and other disasters.

F. District Safety Rules

District-wide safety rules as well as specific safety rules appropriate for each work area and position will be posted in each work area and on or near appropriate equipment. These rules will be communicated to employees by the methods prescribed in paragraph G.

G. Communicating With Employees On Safety And Health Issues

1. Safety Meetings

Safety meetings will be conducted and documented by supervisors periodically on a monthly basis with additional special meetings whenever necessary. During each meeting, supervisors will discuss the District's IPP as well as the following issues:

- a. New hazards that have been introduced or discovered in the workplace;
- b. Causes of recent accidents or injuries and the methods by which similar accidents or injuries can be prevented in the future; and
- c. Any safety issue deemed by supervisors to require enforcement.

2. Postings

This Board Policy will be posted in appropriate work areas along with general and specific safety rules.

H. Safety And Health Training

Awareness of potential health and safety hazards, as well as knowledge of how to control such hazards, is critical to maintaining a safe and healthful work environment and preventing injuries, illnesses, and accidents in the workplace. The District is committed to instructing all employees in safe and healthful work practices. To achieve this goal, the District will provide training to each employee with regard to general safety procedures and with regard to any hazards or safety procedures specific to that employee's work assignment.

1. Training of employees

Health and safety training will be provided at the following times:

- a. Upon hiring;
- b. Whenever an employee is given a new job assignment for which training has not previously been provided;

- c. Whenever the District becomes aware that new substances, processes, procedures or equipment which represent a new hazard are introduced into the workplace;
 - d. Whenever the District becomes aware of a new or previously unrecognized hazard; and
 - e. Whenever the Program Administrator or supervisor believes that additional training is necessary.
2. Training of Supervisors

Supervisors will be trained annually and on special occasions as necessary.

I. Accident Investigation

All work related accidents reported to the District will be investigated in a timely manner. Minor incidents and near misses will be investigated as well as serious accidents. A near miss is an incident which, although not serious, could have resulted in serious injury or significant property damage. Investigation of these instances may avoid serious accidents in the future. The Program Administrator or designee will be responsible for investigation of accidents.

The Program Administrator will be provided with a report of each accident investigation and will keep a record of the results of such investigation on a form prescribed by the Program Administrator.

The Program Administrator will cause each accident investigation report to be reviewed for recommendations as to how such accident or near miss can be prevented in the future and implement any preventative measures.

Legal Reference:
Labor Code section 6401.7

Date Policy Adopted By The Board: October 8, 2002

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

EMPLOYEE COMPENSATION

BP 4151/4251/4351

Personnel

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits.

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel. These schedules shall comply with law and collective bargaining agreements and shall be printed and made available for review at the district office.

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for years of training and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach.

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

The Board shall determine the frequency and schedule of salary payments, including whether payments for employees who work less than 12 months per year will be made over the course of the school year or in equal installments over the calendar year.

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site.

Overtime Compensation

A district employee shall be paid an overtime rate of not less than one and one-half times his/her regular rate of pay for any hours worked in excess of eight hours in one day or 40 hours in one work week. However, employees shall be exempt from overtime rules if they are employed as teachers or school administrators or if they qualify as being employed in an executive, administrative, or professional capacity and are paid a fixed salary at or above the salary level established by federal regulations.

Legal Reference:

EDUCATION CODE

45022-45061.5 Salaries, especially:

45023 Availability of salary schedule

45028 Salary schedule for certificated employees

45160-45169 Salaries for classified employees

45268 Salary schedule for classified service in merit system districts

GOVERNMENT CODE

3540-3549 Meeting and negotiating, especially:

3543.2 Scope of representation

3543.7 Duty to meet and negotiate in good faith

LABOR CODE

226 Employee access to payroll records

232 Disclosure of wages

510 Overtime compensation; length of work day and week; alternative schedules

UNITED STATES CODE, TITLE 26

409A Deferred compensation plans

UNITED STATES CODE, TITLE 29

201-219 Fair Labor Standards Act, especially:

203 Definitions

207 Overtime

213 Exemptions from minimum wage and overtime requirements

CODE OF FEDERAL REGULATIONS, TITLE 26

1.409A-1 Definitions and covered plans

CODE OF FEDERAL REGULATIONS, TITLE 29

516.4 Notice of minimum wage and overtime provisions

516.5-516.6 Records

541.0-541.710 Exemptions for executive, administrative, and professional employees

553.1-553.51 Fair Labor Standards Act; applicability to public agencies

COURT DECISIONS

Flores v. City of San Gabriel, 9th Cir., June 2, 2016, No. 14-56421

Date Board Policy Approved:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

PROBATIONARY/PERMANENT STATUS

BP 4216

Personnel

Employees newly hired for regular positions in the classified service shall be considered probationary employees until they have satisfactorily completed nine months of probationary service. Upon satisfactorily completing this period, they shall become permanent classified employees of the district.

Probationary employees shall receive written performance evaluations by their supervisor during the probationary period. These evaluations shall indicate whether the evaluator is satisfied or not satisfied with the employee's ability, performance, and compatibility with the job.

The Superintendent or designee may dismiss an employee during the initial probationary period.

Permanent employees promoted to a higher classification shall be considered probationary in their new position until they have satisfactorily completed nine months of service in that position.

A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from which they were promoted.

This policy shall be made available to classified employees and the public.

Legal Reference:

EDUCATION CODE

45113 Rules and regulations for classified service in districts not incorporating the merit system

45240-45320 Merit system

Date Board Policy Adopted:

Delete

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

V.

Board Policies Covering All Unrepresented Classified Employees

Board Policy No. 4403: **SALARY CHECKS AND DEDUCTIONS**

- A. **Paychecks**: Regular paychecks of employees shall be itemized to include: regular pay, other pay, gross pay, federal withholding tax, social security deduction, retirement deduction, and other miscellaneous deductions, including any health and welfare deductions.
- B. **Payroll Errors**: Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the District shall, within five (5) workdays following such determination, provide the employee pursuant to Education Code section 45167 with a statement of the correction and a supplemental payment drawn against any available funds.
- C. **Over-Payment Of Pay And Allowances**:
1. In the event of any over-payment of pay and allowances, the employee or the District shall notify the other as soon as practicable.
 2. In the event that the District learns of an overpayment, no deduction shall be made from any paycheck unless the employee is first notified about the specific reasons for the overpayment and the employee is given a reasonable opportunity to meet with a District representative to discuss the matter and present evidence in opposition to the finding of overpayment.
 3. Under no circumstances shall a deduction be made from any one paycheck that is greater than twenty-five per-cent (25%) of the employee's gross pay in a pay period. The sole exception to this rule shall be where an individual is no longer an employee of the District.
- D. **Payroll Adjustments**: Any payroll adjustment due an employee, including, but not limited to, vacation pay, working out of class, overtime, additional regular pay, or approved other reasons, shall be paid by regular payroll check following the payroll adjustment. The District will make every effort to ensure the adjustment is included in the regular payroll immediately following the circumstances requiring payroll adjustment.

Legal Reference:
Education Code Sections 45127, 45169

Date Policy Adopted By The Board: September 25, 2001

Delete

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

V.

Board Policies Covering All Unrepresented Classified Employees

Board Policy No. 4404: **SALARY RULES**

- A. **Regular Rate Of Pay:** The regular rate of pay for each position shall be in accordance with the rates established for each classification as provided for in the salary schedule adopted by the Board.
- B. **Salary Step Advancement:** Employees shall be eligible for a salary step advancement by completion of seventy-five percent of a fiscal year (July 1 - June 30) on each July 1. Regular advancement shall be based primarily on satisfactory job performance. The Superintendent shall investigate any evaluation report before denying an employee step advancement.
- C. **Promotions:** When an employee is assigned to a position in a classification with a higher maximum salary than his previous class, his salary shall be adjusted to the minimum (Step 1) of the new classification; provided, however, that if the minimum of the new classification is lower than his existing salary, he shall be assigned to a step in the new class which is the next higher dollar amount above his existing salary.
- D. **Reclassification:** When a job class is moved from one salary schedule classification to another, all employees whose positions are allocated to the class shall be adjusted to a corresponding step in the new classification.
- E. **Re-employment:** Pursuant to Education Code section 45309, any permanent classified employee who voluntarily resigns from a permanent classified position may be reinstated or re-employed by the Governing Board, within 39 months after his last day of paid service and without further competitive examination, to a position in the former employee's classification as a permanent or limited-term employee, or as a permanent or limited-term employee in a related lower class or a lower class in which the employee formerly had permanent status. If the Governing Board elects to reinstate or reemploy a person as a permanent employee under the provisions of this Board Policy, it shall disregard the break in service of the employee and classify that employee as, and restore to that employee all of the rights, benefits and burdens of a permanent employee in the class to which that employee is reinstated or reemployed.

Legal Reference:
Education Code sections 45160, 45309

Date Policy Adopted By The Board: September 25, 2001

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

ABSENCES AND EXCUSES

BP 5113

Students

The Governing Board believes that regular attendance plays an important role in student achievement. The District shall work with parents/guardians and students to ensure their compliance with all state attendance laws and may use appropriate legal means to correct problems of chronic absence or truancy.

Absence from school shall be excused only for health reasons, family emergencies, and justifiable personal reasons, as permitted by law, Board policy, and administrative regulation.

Student absence for religious instruction or participation in religious exercises away from school property may be considered excused subject to law and administrative regulation.

Because school attendance and class participation are integral to students' learning experiences, parents/guardians and students shall be encouraged to schedule medical and other appointments during non-school hours.

Students shall not be absent from school without their parents/guardians' knowledge or consent, except in cases of medical emergency or, as authorized pursuant to Education Code 46010.1, for a confidential medical appointment.

The Board shall, by resolution entered into its minutes, approve reasonable methods that may be used to verify student absences due to illness or quarantine.

Legal Reference:

EDUCATION CODE

1740 Employment of personnel to supervise attendance (county superintendent)

37201 School month

37223 Weekend classes

41601 Reports of average daily attendance

42238-42250.1 Apportionments

46000 Records (attendance)

46010-46014 Absences

46100-46119 Attendance in kindergarten and elementary schools

46140-46147 Attendance in junior high and high schools

48200-48208 Children ages 6-18 (compulsory full-time attendance)

48210-48216 Exclusions from attendance

48240-48246 Supervisors of attendance
48260-48273 Truants
48292 Filing complaint against parent
48320-48324 School attendance review boards
48340-48341 Improvement of student attendance
48980 Parental notifications
49067 Unexcused absences as cause of failing grade
49701 Provisions of the interstate compact on educational opportunities for military children
ELECTIONS CODE
12302 Student participation on precinct boards
FAMILY CODE
6920-6929 Consent by minor for medical treatment
VEHICLE CODE
13202.7 Driving privileges; minors; suspension or delay for habitual truancy
WELFARE AND INSTITUTIONS CODE
601-601.4 Habitually truant minors
11253.5 Compulsory school attendance
CODE OF REGULATIONS, TITLE 5
306 Explanation of absence
420-421 Record of verification of absence due to illness and other causes

Date Policy Adopted: November 14, 2017

Delete

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Board Policy No. 5008: **ABSENCES FOR RELIGIOUS PURPOSES**

- A. The Board pursuant to Education Code section 46014 may allow students to be absent for religious instruction or participation in religious exercises or instruction away from school property. Such absences shall be considered excused absences subject to the following:
1. The student shall attend at least the minimum school day.
 2. The student shall be excused for no more than four (4) school days per month.
 3. The District has received prior written consent of the parent/guardian.
- B. Pursuant to Education Code section 48205, a student shall be excused from school in order to observe a holiday or ceremony of his/her religion, or to attend a religious retreat if requested in writing by the parent/guardian and approved by the Principal. Such absences shall be considered excused absences. Attendance at any religious retreats shall not exceed four hours per semester.

Legal Reference:
Education Code sections 46014, 48205

Date Policy Adopted By The Board: October 10, 2000.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

GRADUATION CEREMONIES AND ACTIVITIES

BP 5127

Students

High school graduation ceremonies shall be held to recognize those students who have earned a diploma by successfully completing the required LBUSD course of study, satisfying district standards, and passing any required assessments. The Governing Board believes that these students deserve the privilege of a public celebration that recognizes the significance of their achievement and encourages them to continue the pursuit of learning throughout their lives.

High school students who have passed the California High School Proficiency Examination or the General Educational Development Test must also meet district graduation requirements in order to participate in graduation ceremonies.

Students who re-enroll in LBUSD in twelfth grade, other than foster youth, homeless students, former juvenile court school students, and students of military families as specified above, are not eligible to participate in graduation ceremonies. Exceptions to this restriction can be approved by the Superintendent or their designee on a case-by-case basis. A foster youth, homeless student, or former juvenile court school student who transfers into the district any time after completing their second year of high school shall be required to complete all graduation requirements specified in Education Code 51225.3 but shall be exempt from any additional district-adopted graduation requirements, unless the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of their fourth year of high school. Within 30 days of the transfer, any student shall be notified of the availability of the exemption and whether they qualify for it.

In addition, the Superintendent or designee shall facilitate the on-time graduation of children of military families by waiving specific course requirements for graduation if the student has satisfactorily completed similar coursework in another district.

Disciplinary Considerations

In order to encourage high standards of student conduct and behavior, the principal may deny a student the privilege of participating in graduation ceremonies and/or activities in accordance with school rules. Students denied any graduation-related activities shall be notified two weeks prior to the graduation ceremony, unless the suspension offense occurs within the last two weeks of the end of school, with all appeals finalized prior to graduation day. Cases which occur that cannot proceed through the normal review and appeal process will be decided by the school principal and Superintendent or designee. Levels of a normal review would include the Site administrative discipline team followed by the Principal/Superintendent or designee.

Early Graduation

Students who desire to graduate at the end of their sixth or seventh term must submit a written request to graduate early to their principal or their designee.

Students, who complete graduation requirements, meet State testing requirements in their sixth or seventh term, and meet minimum UC A-G requirements to graduate early are eligible to participate in all June graduation exercises and senior activities as determined by the site administration.

Students must declare in their written early graduation request whether they wish to be part of the June graduation exercises and receive their diploma at that time, or request to receive their diploma upon termination of enrollment. Statistical data from the school, including school, student name and address, grade point average, and future plans of all early graduates shall be sent to the Superintendent, or their designee, by mid-January each school year.

Invocations, prayers, or benedictions shall not be included in graduation ceremonies. The school or district shall not sponsor other ceremonies or programs for graduates that include prayer.

Honors and Awards

The Superintendent or designee shall identify other school-sponsored awards which may be given during graduation exercises. A separate awards program may be held to recognize graduating students receiving other school and non-school awards.

Conduct at Graduation Ceremonies

Any student participating in a graduation ceremony shall comply with district policies and regulations pertaining to student conduct.

The Superintendent or designee may require graduating students to wear ceremonial attire, such as cap and gown, at the ceremony **and any other appropriate attire listed in Education Code 35183.1.**

However, any graduating student who has completed basic training and is an active member of any branch of the United States Armed Forces may, at their option, wear their military dress uniform at the ceremony.

Legal Reference:

EDUCATION CODE

35183.1 Graduation ceremonies

35183.3 Graduation ceremonies; military dress uniforms

38119 Lease of personal property; caps and gowns

48904 Liability of parent or guardian; withholding of grades, diplomas, transcripts

51225.5 Honorary diplomas; foreign exchange students

51410-51412 Diplomas

COURT DECISIONS

Cole v. Oroville Union High School District, (2000, 9th Cir.) 228 F.3d 1092

Santa Fe Independent School District v. Doe, (2000) 530 U.S. 290

Lee v. Weisman, (1992) 505 U.S. 577

Sands v. Morongo Unified School District, (1991) 53 Cal. 3d 863

Lemon v. Kurtzman, (1971) 403 U.S. 602

Date Board Policy Adopted: March 27, 2018

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

SUICIDE PREVENTION

BP 5141.52

Students

The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. ~~To attempt~~ **In an effort** to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the district, the Superintendent or designee may consult with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies, mental health professionals, and community organizations.

Such measures and strategies in grades 6-12 shall include, but are not limited to:

Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students in the secondary grades (6-12).

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, **including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth.**

The Board shall review, and update as necessary, this policy at least every five years.

Legal Reference:

EDUCATION CODE

215 Student suicide prevention policies

215.5 Suicide prevention hotline contact information on student identification cards

32280-32289 Comprehensive safety plan

49060-49079 Student records

49602 Confidentiality of student information

49604 Suicide prevention training for school counselors

GOVERNMENT CODE

810-996.6 Government Claims Act

PENAL CODE

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

5850-5883 Children's Mental Health Services Act

COURT DECISIONS

Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Date Board Policy Adopted by Board: August 22, 2017

Revised:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

ATHLETIC COMPETITION

BP 6145.2

Instruction

The Governing Board recognizes that the district's athletic program constitutes an integral component of the educational program and helps to build a positive school climate. The athletic program also promotes the physical, social, and emotional well-being and character development of participating students. The district's athletic program shall be designed to meet students' interests and abilities and shall be varied in scope to attract wide participation.

All athletic teams shall be supervised by qualified coaches to ensure that student athletes receive appropriate instruction and guidance related to safety, health, sports skills, and sportsmanship. Athletic events shall be officiated by qualified personnel.

The Board encourages business and community support for district athletic programs, subject to applicable district policies and regulations governing advertisements and donations.

Nondiscrimination and Equivalent Opportunities in the Athletic Program

The district's athletic program shall be free from discrimination and discriminatory practices prohibited by state and federal law, **including, but not limited to, the use of any racially derogatory or discriminatory school or athletic team name, mascot, or nickname.** The Superintendent or designee shall ensure that equivalent athletic opportunities are provided for males and females, **and that students are permitted to participate in athletic activities consistent with their gender identity.**

Any complaint alleging discrimination in the district's athletic program shall be filed in accordance with the district's uniform complaint procedures.

California Interscholastic Federation

~~The Board maintains membership in the California Interscholastic Federation (CIF) and requires that interscholastic athletic activities be conducted in accordance with Board policy, administrative regulations, and CIF bylaws and rules.~~ Any district school that participates in the California Interscholastic Federation (CIF) shall conduct its athletic activities in accordance with CIF bylaws and rules and any applicable district policy and regulation. The Superintendent or designee shall have responsibility for the district's interscholastic athletic program, while the principal or designee at each participating school shall be responsible for site-level decisions, as appropriate.

~~Upon recommendation of the Superintendent,~~ The Board shall annually designate a representative to the local CIF league from ~~each high~~ **the high** school that participates in ~~local~~

~~CIF sports league. Appointees shall represent the district in performing all duties required by the CIF league. In making this selection, the Board~~ The Superintendent or designee shall recommend a candidate for the position who demonstrates an understanding of the district's goals for student learning and interscholastic activities ~~and extracurricular activities~~, knowledge of the athletic programs, awareness of the implications of league decisions for the school and the district, and interpersonal communication and leadership skills.

~~The Superintendent or designee~~ The designated representative(s) shall ~~ensure that the district representatives to CIF~~ vote on issues that impact interscholastic athletics at the league and section levels, **perform any other duties required by the CIF league**, and report regularly to the Board on league, section, and statewide issues related to athletic programs.

Student Eligibility

Eligibility requirements for **student** participation in the district's interscholastic athletic program, including requirements pertaining to academic achievement ~~and residency~~, shall be the same as those set by the district for participation in extracurricular and cocurricular activities.

Students shall not be charged a fee to participate in an athletic program, **including, but not limited to, a fee to cover the cost of uniforms, locks, lockers, or athletic equipment.**

Sportsmanship

The Board values the quality and integrity of the athletic program and the character development of student athletes. Student athletes, coaches, parents/guardians, spectators, and others are expected to demonstrate good sportsmanship, ethical conduct, and fair play during all athletic competitions. They shall also abide by the core principles of trustworthiness, respect, responsibility, fairness, caring, and good citizenship and the Code of Ethics adopted by CIF.

Students and staff shall be subject to disciplinary action for improper conduct.

Health and Safety

The Board desires to give student health and safety the highest consideration in planning and conducting athletic activities.

Students shall have a medical clearance before participating in interscholastic athletic programs. Care shall be taken to ensure that all athletic trainings and competitions are conducted in a manner that will not overtax the physical capabilities of the participants. When appropriate, protective equipment shall be used to prevent or minimize injuries.

Coaches and appropriate district employees shall take every possible precaution to ensure that athletic equipment is kept in safe and serviceable condition. The Superintendent or designee shall ensure that all athletic equipment is cleaned and inspected for safety before the beginning of each school year.

The Superintendent or designee shall develop a written emergency action plan that describes the location of automated external defibrillator(s) and procedures to be followed in the event of sudden cardiac arrest or other medical emergency related to the athletic program's activities or events. The plan shall be posted in accordance with guidelines of the National Federation of State High School Associations.

In the event ~~that an~~ of a serious injury or a perceived imminent risk to a student's health during or immediately after an athletic activity, the coach or any other district employee who is present shall remove the student athlete from the activity, observe universal precautions in handling blood or other bodily fluid, and/or seek medical treatment for the student as appropriate.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

17578 Cleaning and sterilizing of football equipment

17580-17581 Football equipment

32220-32224 Insurance for athletic teams, especially:

32221.5 Required insurance for athletic activities

33353-33353.5 California Interscholastic Federation; implementation of policies, insurance program

33354 California Department of Education authority over interscholastic athletics

33479-33479.9 The Eric Parades Sudden Cardiac Arrest Prevention Act

35160.5 District policies; rules and regulations

35179 Interscholastic athletics

35179.1 California High School Coaching Education and Training Program

35179.4 Emergency action plan

35179.5 Interscholastic athletics; limitation on full-contact practices

35179.6 Automated external defibrillator, athletic activities

48850 Interscholastic athletics; students in foster care and homeless students

48900 Grounds for suspension and expulsion

48930-48938 Student organizations

49010-49013 Student fees

49020-49023 Athletic programs; legislative intent, equal opportunity

49030-49034 Performance-enhancing substances

49458 Health examinations, interscholastic athletic program

49475 Health and safety, concussions and head injuries

49700-49701 Education of children of military families

51242 Exemption from physical education for high school students in interscholastic athletic program

HEALTH AND SAFETY CODE

1797.196 Automated external defibrillator

PENAL CODE

245.6 Hazing

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs, especially:

4920-4922 Nondiscrimination in intramural, interscholastic, and club activities

5531 Supervision of extracurricular activities of students

5590-5596 Employment of noncertificated coaches

UNITED STATES CODE, TITLE 20

1681-1688 Discrimination based on sex or blindness, Title IX

CODE OF FEDERAL REGULATIONS, TITLE 34

106.31 Nondiscrimination on the basis of sex in education programs or activities

106.33 Comparable facilities

106.41 Nondiscrimination in athletic programs

COURT DECISIONS

Mansourian v. Regents of University of California, (2010) 602 F. 3d 957

McCormick v. School District of Mamaroneck, (2004) 370 F.3d 275

Kahn v. East Side Union High School District, (2003) 31 Cal. 4th 990

Hartzell v. Connell, (1984) 35 Cal. 3d 899

Date Board Policy Adopted: July 28, 2015

Revised:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

INTERNATIONAL EXCHANGE

BP 6145.6

Instruction

A. INTRODUCTION

~~The Governing Board welcomes the enrollment of foreign exchange students for many reasons, including the cultural advantages for both local and foreign exchange students. However, it is the policy of the District that foreign exchange students meet certain requirements prior to being admitted to a District program and as a condition of continued enrollment.~~

The Governing Board recognizes that personal contact between students of different countries and cultures promotes global awareness and international understanding. To that end, the Board welcomes the enrollment of international exchange students and further encourages district students to take any opportunities that they may have to participate in such programs and study in another country.

With Board approval, a district school may establish a sister-school relationship with a school in another country.

B. GUIDELINES AND PROCEDURES FOR ADMISSION

~~The following requirements shall apply for admission to a District program:~~

- ~~1. The Superintendent or designee must approve the assignment of all foreign exchange students applying for admission to a District program for grades 9 through 12.~~
- ~~2. To prevent overcrowding, the District will accept the enrollment of no more than four foreign exchange students at one time during each school year. Any exception to this standard must be approved by the Superintendent or designee.~~
- ~~3. Fully completed applications must be presented to the Superintendent's office no later than eight weeks preceding the school year or semester in which the student wishes to enroll.~~
 - ~~a. The Superintendent's office will make available a schedule specifying the deadlines for the submission of completed applications.~~
 - ~~b. The Superintendent's office will provide the completed applications to the high school no later than four weeks before the first day of the school year or semester.~~
- ~~4. To enroll in the District, a foreign exchange student must be participating in an exchange program registered with the California Attorney General's Office, designated by the U.S. Department of State and accepted for listing on the Council for Standards for International Educational Travel Programs (CSIET) Advisory List.~~

- ~~5. Foreign exchange students with or seeking an F-1 visa designation shall not be admitted to a District program. An "F-1 visa" is defined as a non-immigrant visa category intended for use by a non-resident alien whose primary purpose for visiting the United States is to study at an academic school.~~
- ~~6. The District shall not incur any financial obligations for admitting a foreign exchange student in a District program.~~
- ~~7. The organization sponsoring the foreign exchange student must provide the following information to the Superintendent or designee before a foreign exchange student will be admitted:~~
- ~~a. The selection process used by the organization to determine who qualifies as a foreign exchange student.~~
 - ~~b. The selection process used by the organization to determine who qualifies as a foreign exchange area representative.~~
 - ~~c. The selection process used by the organization to determine an appropriate American host family and the method in which the organization monitors the host family's continuing acceptability.~~
 - ~~d. Copies of all applications and related documents submitted by the foreign exchange student and his or her host family to the organization, including but not limited to the following:~~
 - ~~i. A valid English version of the foreign exchange student's transcript indicating his or her grade placement and previous coursework. The transcript must be sufficiently clear to allow the high school guidance department to determine the appropriate grade level placement and coursework for the student.~~
 - ~~ii. Written verification of adequate English proficiency as evidenced by an acceptable score on a nationally recognized test of English proficiency, such as the Secondary Level English Proficiency (SLEP) test or the Test of English as a Foreign Language™ (TOEFL). The Superintendent or designee shall determine whether the foreign exchange student demonstrates adequate English proficiency to enable him or her to function in an English-speaking environment.~~
 - ~~iii. Written evidence that the foreign exchange student has received current and complete immunizations as required by California law.~~
 - ~~vi. An agreement by the foreign exchange student, host family, and the organization sponsoring the foreign exchange student that the District will determine the courses in which the student will be enrolled.~~
 - ~~v. An agreement by the foreign exchange student and the organization sponsoring the foreign exchange student that:~~
 - ~~(1) The District will not grant a high school diploma to the foreign exchange student unless the student has satisfactorily completed all of the District's graduation requirements. At the discretion of the principal or designee, a foreign exchange student who is not eligible for a regular high school diploma may receive an honorary diploma, provided the student has~~

~~completed at least one semester of full-time enrollment and has achieved at least a 2.0 grade point average.~~

~~(2) The foreign exchange student will not be accorded "senior status."~~

~~(3) The foreign exchange student will not be permitted to participate in a high school graduation ceremony unless the student has satisfactorily completed all of the District's graduation requirements.~~

~~(4) Transcripts for coursework completed at LBHS will be released upon request by the foreign exchange student only to the student's home high school.~~

~~8. The Superintendent's designee and the high school principal shall participate in a conference with the foreign exchange student's host family prior to finalizing the student's enrollment in a District program.~~

~~9. The student shall not be a high school graduate in his or her native country.~~

~~10. The student shall apply for admission for either a full semester or a full school year. Enrollment shall be for no less than one regular semester and no more than two consecutive semesters during the same school year, excluding summer sessions.~~

~~11. The District recommends that upon enrollment in a District program, the foreign exchange student be at least 15 years of age and not older than 17 years of age.~~

~~12. The foreign exchange student must arrive in time and be prepared to attend classes beginning the first day of the semester in which he or she is enrolled. The foreign exchange student must complete the entire semester or school year for which he or she applied and was granted admission by the District. No extensions will be granted.~~

~~13. Failure of an organization sponsoring a foreign exchange student, the area representative, and/or the host family to adhere to the requirements of this policy may result in suspension of placement privileges for one or more years.~~

~~C. GUIDELINES AND PROCEDURES FOLLOWING ADMISSION~~

~~1. The following guidelines and procedures shall be followed after a foreign exchange student has been admitted to a District program.~~

~~a. At the District level, the Superintendent or designee shall do all of the following:~~

~~i. Recognize the foreign exchange student and his or her host family at a regular Board meeting.~~

~~ii. Prepare and disseminate a news release acknowledging the admission and enrollment of the foreign exchange student.~~

~~b. At the high school level, the principal or designee shall do all of the following:~~

- ~~i. Provide a formal school welcome to the foreign exchange student.~~
- ~~ii. Assign a peer to the foreign exchange student for the purposes of conducting a tour of the high school, showing the foreign exchange student where his or her classes are located, and introducing the foreign exchange student to other high school students.~~
- ~~iii. Spotlight the foreign exchange student in the school newspaper and/or newsletter.~~
- ~~iv. Encourage the foreign exchange student to participate in extracurricular and co-curricular activities.~~
- ~~e. The host family shall do all of the following:~~

- ~~i. Accompany the foreign exchange student to the Board meeting designated for recognizing the student.~~
- ~~ii. Communicate with District and/or high school personnel on a frequent basis to assure that the foreign exchange student's needs are adequately being met.~~
- ~~iii. Inform the high school of any changes in the foreign exchange student's legal, educational, or health status.~~
- ~~d. The foreign exchange student shall do all of the following:~~

- ~~i. Attend a Board meeting for purposes of being recognized as a newly-admitted foreign exchange student.~~
- ~~ii. Follow all rules and regulations of the school and the District.~~
- ~~iii. Strongly consider participating in extracurricular and/or co-curricular activities that will enrich the foreign exchange student's stay and enhance his or her cultural exchange contribution in the school and community. Participation in extracurricular and co-curricular activities shall be conditioned on the foreign exchange student satisfying the eligibility requirements set forth in Board Policy 5011 and space availability.~~

~~(cf. BP 5011—Participation in Extracurricular and Co-Curricular Activities)~~

- ~~iv. Be willing to embrace diverse cultural experiences.~~
- ~~v. Complete and return an exit questionnaire supplied by the District.~~

International Student Exchange Programs

To enroll in a district school, an international exchange student must be participating in an exchange program registered with the California Attorney General's Office, designated by the U.S. Department of State and accepted for listing on the Council for Standards for International Educational Travel's Advisory List.

The Superintendent or designee may limit the number of international exchange students to be accepted at any district high school during any school year.

On a case-by-case basis, the Superintendent or designee may accept for admission into any of grades 9-12 any nonimmigrant foreign student. Any such student shall be admitted for a maximum of one year and shall pay the district the full, unsubsidized per-student cost of attendance at the school. The district shall not incur any financial obligations when sending and/or receiving international exchange students. Program sponsors shall provide assurance of their responsibility for health/accident/liability insurance, the student's home placement, and the resolution of any related personal difficulties which may arise. Tuition fees will be charged to pupils whose parents are actual and legal residents of an adjacent foreign country or an adjacent state. The pupils may be admitted to a school but shall be required to reimburse the district for the cost of educating the pupil.

The Superintendent or designee shall establish district criteria for issuing regular or honorary diplomas to international exchange students. The principal or designee shall refer to these criteria when assisting international exchange students in selecting classes and cocurricular activities based on the student's individual qualifications, needs, and interests.

District staff shall provide relevant counseling to district students who wish to study in a foreign country. District credit for courses successfully completed in the foreign country shall be granted in accordance with Board policy and administrative regulation.

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

51225.5 Honorary diplomas; foreign exchange students

GOVERNMENT CODE

12620-12630 International Student Exchange Visitor Placement Organizations

CODE OF FEDERAL REGULATIONS, TITLE 22

62.25 Secondary school students, exchange visitor program

Date Board Policy Adopted:

(Replaces BP 5043)

Delete

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Board Policy No. 5043: FOREIGN EXCHANGE STUDENTS

A. INTRODUCTION

The Governing Board welcomes the enrollment of foreign exchange students for many reasons, including the cultural advantages for both local and foreign exchange students. However, it is the policy of the District that foreign exchange students meet certain requirements prior to being admitted to a District program and as a condition of continued enrollment.

B. GUIDELINES AND PROCEDURES FOR ADMISSION

The following requirements shall apply for admission to a District program:

1. The Superintendent or designee must approve the assignment of all foreign exchange students applying for admission to a District program for grades 9 through 12.
2. To prevent overcrowding, the District will accept the enrollment of no more than four foreign exchange students at one time during each school year. Any exception to this standard must be approved by the Superintendent or designee.
3. Fully completed applications must be presented to the Superintendent's office no later than eight weeks preceding the school year or semester in which the student wishes to enroll.
 - a. The Superintendent's office will make available a schedule specifying the deadlines for the submission of completed applications.
 - b. The Superintendent's office will provide the completed applications to the high school no later than four weeks before the first day of the school year or semester.
4. To enroll in the District, a foreign exchange student must be participating in an exchange program registered with the California Attorney General's Office, designated by the U.S. Department of State and accepted for listing on the Council for Standards for International Educational Travel Programs (CSIET) Advisory List.
5. Foreign exchange students with or seeking an F-1 visa designation shall not be admitted to a District program. An "F-1 visa" is defined as a non-immigrant visa category intended for use by a non-resident alien whose primary purpose for visiting the United States is to study at an academic school.
6. The District shall not incur any financial obligations for admitting a foreign exchange student in a District program.
7. The organization sponsoring the foreign exchange student must provide the following information to the Superintendent or designee before a foreign exchange student will be admitted:
 - a. The selection process used by the organization to determine who qualifies as a foreign exchange student.
 - b. The selection process used by the organization to determine who qualifies as a foreign exchange area representative.
 - c. The selection process used by the organization to determine an appropriate American host family and the method in which the organization monitors the host family's continuing acceptability.

d. Copies of all applications and related documents submitted by the foreign exchange student and his or her host family to the organization, including but not limited to the following:

- i. A valid English version of the foreign exchange student's transcript indicating his or her grade placement and previous coursework. The transcript must be sufficiently clear to allow the high school guidance department to determine the appropriate grade level placement and coursework for the student.
- ii. Written verification of adequate English proficiency as evidenced by an acceptable score on a nationally recognized test of English proficiency, such as the Secondary Level English Proficiency (SLEP) test or the Test of English as a Foreign Language TM (TOEFL). The Superintendent or designee shall determine whether the foreign exchange student demonstrates adequate English proficiency to enable him or her to function in an English-speaking environment.
- iii. Written evidence that the foreign exchange student has received current and complete immunizations as required by California law.
- vi. An agreement by the foreign exchange student, host family, and the organization sponsoring the foreign exchange student that the District will determine the courses in which the student will be enrolled.
- v. An agreement by the foreign exchange student and the organization sponsoring the foreign exchange student that:

(1) The District will not grant a high school diploma to the foreign exchange student unless the student has satisfactorily completed all of the District's graduation requirements. At the discretion of the principal or designee, a foreign exchange student who is not eligible for a regular high school diploma may receive an honorary diploma, provided the student has completed at least one semester of full-time enrollment and has achieved at least a 2.0 grade point average.

(2) The foreign exchange student will not be accorded "senior status."

(3) The foreign exchange student will not be permitted to participate in a high school graduation ceremony unless the student has satisfactorily completed all of the District's graduation requirements.

(4) Transcripts for coursework completed at LBHS will be released upon request by the foreign exchange student only to the student's home high school.

8. The Superintendent's designee and the high school principal shall participate in a conference with the foreign exchange student's host family prior to finalizing the student's enrollment in a District program.

9. The student shall not be a high school graduate in his or her native country.

10. The student shall apply for admission for either a full semester or a full school year. Enrollment shall be for no less than one regular semester and no more than two consecutive semesters during the same school year, excluding summer sessions.

11. The District recommends that upon enrollment in a District program, the foreign exchange student be at least 15 years of age and not older than 17 years of age.

12. The foreign exchange student must arrive in time and be prepared to attend classes beginning the first day of the semester in which he or she is enrolled. The foreign exchange student must complete the entire semester or school year for which he or she applied and was granted admission by the District. No extensions will be granted.

13. Failure of an organization sponsoring a foreign exchange student, the area representative, and/or the host family to adhere to the requirements of this policy may result in suspension of placement privileges for one or more years.

C. GUIDELINES AND PROCEDURES FOLLOWING ADMISSION

1. The following guidelines and procedures shall be followed after a foreign exchange student has been admitted to a District program.

a. At the District level, the Superintendent or designee shall do all of the following:

- i. Recognize the foreign exchange student and his or her host family at a regular Board meeting.
- ii. Prepare and disseminate a news release acknowledging the admission and enrollment of the foreign exchange student.

b. At the high school level, the principal or designee shall do all of the following:

- i. Provide a formal school welcome to the foreign exchange student.
 - ii. Assign a peer to the foreign exchange student for the purposes of conducting a tour of the high school, showing the foreign exchange student where his or her classes are located, and introducing the foreign exchange student to other high school students.
 - iii. Spotlight the foreign exchange student in the school newspaper and/or newsletter.
 - iv. Encourage the foreign exchange student to participate in extracurricular and co-curricular activities.
- c. The host family shall do all of the following:

- i. Accompany the foreign exchange student to the Board meeting designated for recognizing the student.
 - ii. Communicate with District and/or high school personnel on a frequent basis to assure that the foreign exchange student's needs are adequately being met.
 - iii. Inform the high school of any changes in the foreign exchange student's legal, educational, or health status.
- d. The foreign exchange student shall do all of the following:

- i. Attend a Board meeting for purposes of being recognized as a newly-admitted foreign exchange student.
- ii. Follow all rules and regulations of the school and the District.
- iii. Strongly consider participating in extracurricular and/or co-curricular activities that will enrich the foreign exchange student's stay and enhance his or her cultural exchange contribution in the school and community. Participation in extracurricular and co-curricular activities shall be conditioned on the foreign exchange student satisfying the eligibility requirements set forth in Board Policy 5011 and space availability.

(cf. BP 5011 – Participation in Extracurricular and Co-Curricular Activities)

- iv. Be willing to embrace diverse cultural experiences.
- v. Complete and return an exit questionnaire supplied by the District.

Legal References

EDUCATION CODE

35160 Authority of governing board

35160.1 Broad authority of school districts

51225.3 Requirements for graduation

51225.5 Honorary diplomas; foreign exchange students

GOVERNMENT CODE

12620-12630 International Student Exchange Visitor Placement Organizations

UNITED STATES CODE, TITLE 8

1184 Foreign students

CODE OF FEDERAL REGULATIONS, TITLE 22

62.25 Secondary school students

Date Policy Adopted By the Board: June 8, 2010

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

DIFFERENTIAL GRADUATION AND COMPETENCY STANDARDS FOR STUDENTS WITH DISABILITIES

BP 6146.4

Instruction

The Governing Board recognizes that students with disabilities are entitled to a course of study that provides them with a free appropriate public education (FAPE) and that modifications to the district's regular course may be needed on an individualized basis to provide FAPE. In accordance with law, each student's individualized education program (IEP) team shall determine the appropriate goals, as well as any appropriate individual accommodations necessary for measuring the academic achievement and functional performance of the student on state and district wide assessments.

Certificate of Educational Achievement or Completion

Instead of a high school diploma, a student with disabilities may be awarded a certificate or document of educational achievement or completion if the student has met one of the following requirements:

1. Satisfactorily completed a prescribed alternative course of study approved by the board of the district in which the student attended school or the district with jurisdiction over the student as identified in their IEP
2. Satisfactorily met their IEP goals and objectives during high school as determined by the IEP team
3. Satisfactorily attended high school, participated in the instruction as prescribed in their IEP, and met the objectives of the statement of transition services

A student with disabilities who meets any of the criteria specified above shall be eligible to participate in any graduation ceremony and any school activity related to graduation in which a graduating student of similar age without disabilities would be eligible to participate.

Legal Reference:

EDUCATION CODE

56341 Individualized education program team

56345 Elements of the IEP

56390-56392 Certificate of completion, special education

CODE OF REGULATIONS, TITLE 5

3070 Graduation

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

CODE OF FEDERAL REGULATIONS, TITLE 34

300.1-300.818 Individuals with Disabilities Education Act, especially:

300.320 Definition of IEP

Date Board Policy Adopted:

Laguna Beach Unified School District

25. ACTION

March 26, 2019

Approval: Board Bylaws- First Read

Proposal

On March 18, 2019, the Board held a Board Policy Workshop wherein the Board bylaws and policies were reviewed and discussed for potential additions, revisions, and deletions. The Board moved the bylaws listed below forward for a first reading. The Board may waive a second reading or require an additional reading if necessary. Board policies/bylaws are brought forward for a first reading by the Board, as described in Board Bylaw 9310.

Bylaw Number	Description	Notes
9310	Board Policies	Review and Discuss
9322	Agenda/Meeting Materials	Review and Discuss
9323.3	Censure Of Individual Board Members For Improper Conduct	New bylaw for LBUSD. Review and discuss.

Recommended Action

Staff recommends the Board approve the bylaws as listed for a second reading.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

BOARD POLICIES

BB 9310

Board Bylaws

The Governing Board shall adopt written policies to convey its expectations for actions that will be taken in the district, clarify roles and responsibilities of the Board and Superintendent, and communicate Board philosophy and positions to the students, staff, parents/guardians and the community. Board policies are binding on the district to the extent that they do not conflict with federal or state law and are consistent with the district's legal responsibilities and contracts, including but not limited to collective bargaining agreements.

The Board recognizes the importance of maintaining a policy manual that is up to date and reflects the mandates of law. Policies shall be regularly reviewed at a time allocated for this purpose on the agenda of public Board meetings.

The Board shall review certain policies annually, as required by Education Code 35160.5. If no revisions are deemed necessary, the Board minutes shall nevertheless indicate that the review was conducted. Other policies shall be monitored and reviewed as specified in the policy itself or as needed to reflect changes in law or district circumstances.

Policy Development and Adoption Process

The district's policy development process shall include the following basic steps:

1. The Board and/or Superintendent or designee shall identify the need for a new policy or revision of an existing policy. The need may arise from a change in law, a new district vision or goals, educational research or trends, or a change in the superintendency or Board membership. The need may also occur as a result of an incident that has arisen in the district or a recommendation or request from staff or other interested persons.
2. As needed, the Superintendent or designee shall gather fiscal and other data, staff and public input, related district policies, sample policies from other organizations or agencies, and other useful information to fully inform the Board about the issue.
3. The Board may hold discussions during a public Board meeting to gain an understanding of the issue and provide initial direction to the Superintendent or designee. The discussion may include, but not be limited to, how the proposed policy may affect student learning, community expectations, staff recommendations, fiscal impact, as well as the policy's impact on governance and operational efficiency.
4. The Board or Superintendent may request that legal counsel review the draft policy as appropriate.
5. The Superintendent or designee shall develop and present a draft policy for a first reading at a public Board meeting. At its second reading, the Board may take action on the proposed policy. The Board may waive the second reading or may require an additional reading if necessary.

Only policies formally adopted by a majority vote of the Board shall constitute official Board policy.

The district's policy development process may be revised or expanded as needed based on the issue being considered, the need for more information, or to provide greater opportunities for consultation and public input.

Policies shall become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

Board Bylaws

The Board shall prescribe and enforce rules for its own government consistent with state law and regulations.

Bylaws governing Board operations may be developed, adopted, and amended following the same procedures as those used for the adoption or amendment of Board policy.

Administrative Regulations

The Superintendent or designee shall be responsible for developing and enforcing administrative regulations for the operation of the district. Administrative regulations shall be consistent with law and Board policy and shall be designed to promote the achievement of district goals and objectives. Administrative regulations may describe specific actions to be taken, roles and responsibilities of staff, timelines, and/or other necessary provisions. The Superintendent or designee also may develop procedures manuals, handbooks, or other guides to carry out the intent of Board policy.

When Board policies are amended, the Superintendent or designee shall review corresponding regulations to ensure that they conform to the intent of the revised policy. In case of conflict between administrative regulation and Board policy, policy shall prevail.

The Board may review regulations for the purpose of ensuring conformity with the intent of Board policy.

Monitoring and Evaluation

At the time a policy is adopted, the Board and Superintendent or designee shall determine whether an evaluation of the policy should be scheduled and, if so, shall agree upon a timeline and measures for evaluating the effectiveness of the policy in achieving its purpose.

Access to Policies

The Superintendent or designee shall ensure that all district employees and the public have access to an up-to-date district policy manual. A public copy of the policy manual shall be maintained at the district central office and at each school site. These copies shall be maintained either electronically or by paper copy.

As necessary, the Superintendent or designee shall notify staff, parents/guardians, students, and other stakeholders whenever a policy that affects them is adopted or revised. They may determine the appropriate communications strategy depending on the issue.

Suspension of Policies

No Board policy, bylaw, or administrative regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable federal or state law or regulations or court decisions. If any portion of a policy is found to be invalid, that invalidity shall not affect other provisions of the policy.

Legal Reference:

EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

35160 Authority of governing boards

35160.5 Annual review of school district policies

35163 Official actions, minutes and journal

35164 Vote requirements

Date Bylaw Adopted By the Board: June 10, 2014

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

AGENDA/MEETING MATERIALS

BB 9322

Board Bylaws

Agenda Content

Governing Board meeting agendas shall reflect the district's vision and goals and the Board's focus on student learning. (Moved from agenda preparation section)

Each agenda shall state the meeting time and place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session.

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. However, the agenda need not provide an opportunity for public comment when the agenda item has previously been considered at an open meeting of a committee comprised exclusively of Board members, provided that members of the public were afforded an opportunity to comment on the item at that meeting and that the item has not been substantially changed since the committee considered it.

The agenda for a regular Board meeting shall also provide members of the public an opportunity to testify at regular meetings provide comment on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board.

Each agenda for a regular meeting shall list the address designated by the Superintendent or designee for public inspection of documents related to an open session item that have been distributed to the Board less than 72 hours before the meeting.

~~The agenda shall specify that an individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee.~~

The agenda shall include information regarding how, when, and to whom a request should be made if an individual requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting.

Agenda Preparation

~~The Board president and the Superintendent, as secretary to the Board, in consultation with the Board president, shall work together to develop the agenda for each regular and special meeting. Each agenda shall reflect the district's vision and goals and the Board's focus on student learning. (moved to first paragraph)~~

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in

writing to the Superintendent or designee with supporting documents and information, if any, at least ~~one week~~ **two weeks** before the scheduled meeting date. Items submitted less than **two weeks** ~~a week~~ before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request from a member of the public is within the subject matter jurisdiction of the Board **and directly related to school district business**. Items not within the subject matter jurisdiction of the Board **or directly related to school district business** may not be placed on the agenda. In addition, before placing the item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation. ~~before placing the item on the agenda.~~

If the Board president and Superintendent deny a request from a Board member to place an item on the agenda, the Board member may request the Board to take action to determine whether the item shall be placed on the agenda.

The Board president and Superintendent shall **also** decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote or an information item that does not require immediate action. ~~or a consent item that is routine in nature and for which no discussion is anticipated.~~

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item that has not been previously considered.

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered, and deliberated upon as a separate item of business on the meeting agenda.

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

Agenda Dissemination to Board Members

At least ~~three days~~ 72 hours before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet, including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, and others; and other available documents pertinent to the meeting.

When special meetings are called, ~~the Superintendent or designee shall make every effort to distribute the agenda and supporting materials to Board members as soon as possible before the~~

~~meeting.~~ Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted.

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee ~~to request additional information on agenda items.~~ to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

Agenda Dissemination to Members of the Public

Any agenda and related materials distributed to the Board shall be made available to the public upon request without delay. Only those documents which are disclosable public records under the Public Records Act and which relate to an agenda item scheduled for the open session portion of a regular meeting shall be made available to the public.

~~Any documents prepared by the district or the Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any documents prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act.~~

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public.

In addition, the Superintendent or designee shall post the agenda on the homepage of the district web site. The posted agenda shall be accessible through a prominent direct link to the current agenda or to the district's agenda management platform in accordance with Government Code 54954.2. When the district utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the web site with the district's agendas, and the current agenda shall be the first available.

If a document which relates to an open session agenda item of a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board. ~~provided that the document is a public record under the Public Records Act and relates to an agenda item for an open session of a regular Board meeting. The Superintendent or designee may also post the document on the district's web site in a position and manner that makes it clear that the document relates to an agenda item for an upcoming meeting.~~

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first.

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year.

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act.

Legal Reference:

EDUCATION CODE

35144 Special meetings

35145 Public meetings

35145.5 Right of public to place matters on agenda

GOVERNMENT CODE

6250-6270 Public Records Act

53635.7 Separate item of business

54954.1 Mailed agenda of meeting

54954.2 Agenda posting requirements; board actions

54954.3 Opportunity for public to address legislative body

54954.5 Closed session item descriptions

54956.5 Emergency meetings

54957.5 Availability of public records

54960.2 Challenging board actions; cease and desist

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.160 Effective communications

36.303 Auxiliary aids and services

COURT DECISIONS

Mooney v. Garcia, (2012) 207 Cal.App.4th 229

Caldwell v. Roseville Joint Union High School District, 2007 U.S. Dist. LEXIS 66318

ATTORNEY GENERAL OPINIONS

99 Ops. Cal. Atty. Gen. 11 (2016)

78 Ops. Cal. Atty. Gen. 327 (1995)

Date Board Bylaw Adopted by Board: March 24, 2015

Revised:

(3/08 11/12) 12/18

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

CENSURE OF INDIVIDUAL BOARD MEMBERS FOR IMPROPER CONDUCT

BB 9323.3

Board Bylaws

The members of the Board of Education of the Laguna Beach Unified School District (the "District") recognize that both the Board of Education of the District (the "Board"), as an entity, and each specific Board Member, as an individual fiduciary to the District, are bound to comply with a variety of statutory, regulatory and administrative rules and regulations in performing their roles and responsibilities as a Board and as individual members. By way of example, these obligations include, but are not limited to, compliance with the requirements of the California Education Code, the Ralph M. Brown Act, the Educational Employment Relations Act, the California Code of Administrative Regulations, the Board Policies and Administrative Regulations developed by the Board, itself, and the specific directives and admonitions that the Board issues from time to time.

The Board also recognizes that, despite the Board's best efforts, from time to time individual Board members may disregard or ignore their obligations as a Board member and take actions, make statements or otherwise engage in conduct that violates the individual Member's obligations under statute, regulations, Board policy or Board direction. It is the Board's sincere hope that such instances do not occur. That said, the Board wishes herein to provide a protocol for officially censuring individual Board members who take such unlawful or improper actions. Accordingly, the Board adopts the following policy and protocol for initiating the censure of an individual Board member when necessary and appropriate because of that Board member's improper actions, statements or other conduct.

The first step would be to attempt to informally resolve the issue with one Board Member speaking to the individual Board Member who has acted in a manner that violates the Member's obligations under statute, regulations, Board policy or Board direction. The Board Member will be informed that if such behavior remains unchanged that it would constitute a motion to censure.

If the behavior continues, the following policy and protocol will be utilized:

1. When, in the opinion of any member of the Board, another Board member has, by his or her actions, statements or other conduct, violated his or her obligations or responsibilities under statute, regulation, Board Policy, protocol, governance standards or specific Board direction, the Board Member so concluding shall have the right to place on the Board's Public Session agenda a Motion to Censure the supposedly offending Board Member. The placement of this item on the Board's public session agenda will be in compliance with Board Bylaw 9322, Agenda/Meeting Materials. If the supposedly offending member is the Board President, the Clerk shall be the Board representative to consider the placement of the item on the agenda.

2. Any such motion, when made, shall be in writing and shall include:
 - a. A specific description of the statute, regulation, Board policy or board direction that is claimed to have been violated;
 - b. A specific factual description of the alleged action, statement or other conduct of the Board Member at issue and a description of how that action, statement or other conduct constitutes a violation;
3. The specific language for the proposed censure by the Board of the Board Member for the alleged violation.
4. Any Motion to Censure will be effective upon three affirmative votes of the voting Board members. The Board Member who is the subject of the Censure Motion shall not, however, be permitted to vote on the motion, and their vote shall not be counted in calculating the simple majority.
5. Upon the introduction of any Motion to Censure, and prior to any vote thereon, and in an effort to avoid an official Board Censure, the Board Member who is the subject of said Censure Motion shall be provided the opportunity to explain their action, statement, or other conduct, to apologize, therefore, and to agree to future compliance with all relevant and applicable statutes, regulations, laws and Board policies and Administrative Regulations. The foregoing shall not, however, prevent the Board from voting upon or perfecting the Motion to Censure.

Legal Reference:

EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

35160-35161 Powers and Duties

Phelan v. Laramie County Community College Board of Trustees, (10th Cir.2000) 235 F.3d 1243

Zilich v.Longo, (6th Cir.1994) 34 F.3d 359

Whitener v. McWatters, (4th Cir.1997) 112 F.3d 740

Rash–Aldridge v. Ramirez, (5th Cir.1996) 96 F.3d 117

Californians Aware v. Orange Unified School District, (2008) 2008 WL 4078764

Westfall v. City of Crescent City, (ND Cal. 2011) 2011 WL 2110306

Date Adopted by the Board:

Laguna Beach Unified School District

26. ACTION

March 26, 2019

Approval: Purchase and Installation of Wireless Access Points, Cabling and Network Electronics

Proposal

Staff proposes the Board of Education approve the purchase of network electronics and installation services from AAA Network Solutions. This includes replacing every wireless access point in the district.

Background

The District's wireless network was upgraded five years ago. Since that time, new wireless technology has emerged to support faster speeds and higher simultaneous device counts. On February 12, 2019 the district applied for federal funding from ERATE and posted an RFP. Four bids were received and AAA Network Solutions was selected as the winner based on price, completeness and accuracy. References for the vendor were confirmed with other LEA's and the District is ready to proceed. The project may take up to one year to reach completion.

Budget Impact

This expenditure will be budgeted in the 2019/20 year budget. The ERATE federal funding program has discounted forty percent of the project cost. Total cost to the district is \$305,919.25

Recommended Action

Staff recommends the Board of Education approve the agreement with AAA Network Solutions.



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Laguna Beach School District
550 Blumont Street
Laguna Beach, CA 92651

Project # 0170-18C.1
Structured Cabling

Bid Date: March 13, 2019



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Cover Letter



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March 12, 2019

Laguna Beach School District
550 Blumont Street
Laguna Beach, CA 92651

RE: Project #: 0170-18C.1 – Structured Cabling

Dear Sir or Madam:

AAA Network Solutions, Inc. has great interest in bidding on the above referenced e-rate project. Our cost proposal was prepared in accordance with the instructions outlined in the bid package. We have read and thoroughly understand all of the terms and conditions set forth in the RFP. (Some documentation may still reference our previous company name, AAA Solar Electric, Inc.)

AAA Network Solutions, Inc. is a bonded and licensed (C-7 & C-10) contractor. AAA has been providing turnkey I.T. Networking and Telecommunication Services to California K-12 public and private schools and state and local governments since 1994.

Our services include but not limited to:

- Turnkey LAN / WLAN Network Systems Design and Implementation
- UC Collaboration Services
- Professional Consultation and Management Services
- Mass Notification Systems / Public Address Systems Design and Installation
- Physical Security System (CCTV) Design and Installation
- Audio / Visual (A.V.) Systems Design and Installation
- Structured Telecommunications Cabling System Design and Installation

The person authorized to negotiate the contract and main point of contact regarding any clarification on submittal or notifications will be:

David Ngo, Sr. Vice President
P: (714) 484 – 2711
F: (714) 484 -2994
dngo@aaansi.com

AAA understands and shall comply with all public works requirements including; prevailing wages, certified payroll, apprenticeship programs, labor audits, regulations, and expectations. We are confident that our experienced technical team will successfully meet the required specifications to the clients' satisfaction.

We thank you again for the opportunity to submit our proposal for your review and consideration. We look forward to doing business with you.

Sincerely,

David Ngo

David Ngo,
Sr. Vice President
dngo@aaansi.com



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Company Profile



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COMPANY PROFILE

AAA Network Solutions, Inc. was originally incorporated in 1994 in Anaheim, CA under the name AMI Electrical & Telecom, Inc. In April 2009, the name was changed to AAA Solar Electric, Inc. Over the years, there was exponential growth in the IT division, so the company changed its name to AAA Network Solutions, Inc. in 2015. The headquarters was then relocated to a 55,000 square foot facility in Buena Park, CA to accommodate more employees, obtain more workspace for the facilitating of equipment configuration, and expand the storage capabilities of the warehouse in 2015.

AAA Network Solutions, Inc. has been providing turn-key telecommunication system installations for the K-12 Education Industry. Services performed was a combination of structured telecommunications cabling, LAN system integration and wireless networking services, conduit system installation and electrical services, and solar energy renewable systems design and installation.

AAA Network Solutions, Inc. specializes in providing services to the sector of K-12 schools in California and has been providing services to public schools, private schools, state, and local governments over the past 22 years, and successfully completed multiple E-Rate projects. AAA Network Solutions, Inc. ranked #5 in California and #10 in the nation in 2015 for most funded projects for E-Rate category 2. AAA Network Solutions, Inc. has been involved with the E-Rate program since E-Rate year 1 making AAA Network Solutions, Inc. very familiar with all the E-Rate guidelines and requirements.

AAA Network Solutions, Inc. has worked with the largest school districts in California and in the nation. the project highlights are listed below:

- Los Angeles Unified School District (2nd largest school district in the nation)
 - Information Technology Division
\$39,356,920.18
RFP 1090, Package 1, 2, 3, & 4 (77 Schools)
Full scale LAN/WLAN system design, on/off site engineering, configuration and installation of Cat6 & Fiber Optic Infrastructure Systems, Cisco networking equipment.
 - Information Technology Division
\$13,900,000
RFP 1082, Package 1 & 2 (32 Schools)
Full scale LAN/WLAN system design, on/off site engineering, configuration and installation of Cat6 & Fiber Optic Infrastructure Systems, Cisco networking equipment.
 - Information Technology Division
\$18,631,484.32
2015LE, Packages 1, 2, 3 (205 Schools)
Full scale LAN/WLAN system design, engineering, configuration and installation of Alcatel networking equipment.

- Facilities Division
\$3,570,171.10
Network Equipment for 227 Schools
LAN/WLAN system design, on/off site engineering, configuration and installation of Alcatel-Lucent LAN switches.
 - Job Order Contracts Division
\$30,000,000
Over 200 schools
Miscellaneous job order contracts including type 2 constructions and installation of networking equipment.
- Archdiocese of Los Angeles (Largest Catholic school district nationwide)
 - \$12,000,000.00
Over 175 schools
Complete design-build engineering and turnkey-installation of LAN wired and wireless network systems, network cabling system, electronics networking equipment, electrical/conduit systems and Audio Visual systems.
- Fresno Unified School District (3rd largest school district in California)
 - \$17,000,000.00
Over 109 schools
Complete design-build engineering and turnkey-installation of LAN wired and wireless network systems, network cabling system, electronics networking equipment, electrical/conduit systems and Audio Visual systems.

AAA Network Solutions, Inc. provides a variety of technology services to public and private schools, as well as state and local governments, as an electrical and telecommunications contractor, specializing in the education industry.

AAA Network Solutions, Inc. works under the E-Rate program, is registered with the FCC program, and holds California CMAS contracts. Support documentation of this is included within the proposal.

AAA Network Solutions, Inc. provides the following services:

- Turnkey LAN / WLAN Network Systems Design and Implementation
- UC Collaboration Services
- Professional Consultation and Management Services
- Mass Notification Systems / Public Address Systems Design and Installation
- Physical Security System (CCTV) Design and Installation
- Audio / Visual (A.V.) Systems Design and Installation
- Structured Telecommunications Cabling System Design and Installation

AAA Network Solutions, Inc. is a certified electrical contractor and carries the C7 & C10 Contractor's License and has an experienced and knowledgeable staff on hand. AAA Network Solutions, Inc. staff has increased in size since 1994 and currently consists of 120 employees excluding the 10 subcontractors that the company is partnered with. We are certified with multiple manufacturers including but not limited to:





**NETWORK
solutions**

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Bid Form

03 PRIME CONTRACTOR BID FORM

PROJECT: 0170-18C.1 STRUCTURED CABLING
OWNER: LAGUNA BEACH UNIFIED SCHOOL DISTRICT

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH BID:

1. BID FORM
2. CONTINGENCY AS A STANDARD PRACTICE
3. ITEM 21 ATTACHMENT SHEET
4. SUBSTITUTION LISTING
5. DESIGNATION OF SUBCONTRACTORS
6. NON-COLLUSION AFFIDAVIT
7. EXCLUSION OF ASBESTOS PRODUCTS
8. EXCLUSION OF LEAD PRODUCTS
9. CONTRACTOR'S QUALIFICATIONS QUESTIONNAIRE
10. MANUFACTURES CERTIFICATION
11. CONTRACTORS LICENSE CERTIFICATION
12. CERTIFICATE OF ATTENDANCE AT MANDATORY JOB WALK
13. BID BOND
14. PRIME CONTRACTOR AGREEMENT

PROJECT: Structured Cabling for Laguna Beach Unified School District

Pursuant to and in compliance with the Notice to Contractors Calling For Bids and related documents, the undersigned bidder, having familiarized himself/herself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, the Drawings, Specifications, CM Manual, and other Contract Documents, proposes and agrees to perform, within the time stipulated, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the Specifications, Project Drawings and other Contract Documents, including Addendum No.'s 1 _____, _____, _____, _____, _____. Copies of Addenda are obtainable at the office of the owners' representative (Infinity Communications).

BASE BID – Structured Cabling for Laguna Beach Unified School District:

The Bidder agrees to perform all work noted above, as described in the Project Manual (Contract Documents, Drawings and Specifications), and Schedules for the sum of:

Three Hundred Five Thousand Nine Hundred Nineteen and 25/100 Dollars (\$ 305,919.25) Base Bid

(Amount Shall Be Shown In Both Words And Figures. In Case Of A Discrepancy, The Amount Shown In Words Will Govern).

Contingency fee – If applicable per form 3A:

The Bidder agrees to negotiate in good faith with the Owner on future additional work not to exceed 10% of the Base Bid for the sum of:

Thirty Thousand Five Hundred Ninety-One and 92/100 Dollars (\$ 30,591.92)

(Amount Shall Be Shown In Both Words And Figures. In Case Of A Discrepancy, The Amount Shown In Words Will Govern).

Project will be awarded to the lowest responsible bidder based on the sum total of the Base Bid and ALL of the selected Additive Alternates.

The bidder agrees that at the time of bid, he/she will provide a signed copy of the owner's **E-rate Contractor's Agreement**.

The bidder agrees that upon receipt of Owner's "**Notice to Proceed**", he/she will provide all required documents within **fourteen (14) calendar days** after the documents are presented for execution.

The bidder has carefully examined the plans and specifications for this project that were prepared and furnished by the OWNER and acknowledges their sufficiency.

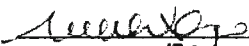
It is understood and agreed that the work under the contract shall be commenced by the bidder, if awarded the contract, on the date to be stated in the OWNER'S Notice to Proceed and that the scope of work for this base bid as stated above shall be completed as noted in Article 6 of CM Manual.

NAME OF BIDDER: AAA Network Solutions, Inc.
FULL NAME OF ALL
PARTNERS OR LEGAL
NAME OF CORPORATION AAA Network Solutions, Inc.
(TYPE OR PRINT)

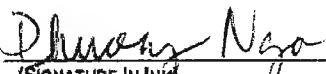
AUTHORIZED CONTACT / BID PREPARER / SALES REPRESENTATIVE: David Ngo

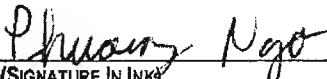
BUSINESS ADDRESS: 8401 Page Street, Buena Park, CA 90621
(TYPE OR PRINT)

TELEPHONE: 714-484-2994 EMAIL: dngo@aaansi.com

BY:  David Ngo, Sr. Vice President
(SIGNATURE IN INK) (TYPE OR PRINT NAME OF TITLE AND SIGNATURE)

"I declare, under penalty of perjury, that the information provided and representations made in this bid are true and current and that this declaration was executed on 03/08/19 (date) at Orange COUNTY, California."

PRESIDENT OF CORPORATION: 
(SIGNATURE IN INK)
Hoai-Phuong Ngo
(TYPE OR PRINT NAME AND TITLE OF SIGNATURE)

SECRETARY OF CORPORATION: 
(SIGNATURE IN INK)
Hoai-Phuong Ngo
(TYPE OR PRINT NAME AND TITLE OF SIGNATURE)

CALIFORNIA STATE
CONTRACTOR'S LICENSE NO.: 938689 FEDERAL I.D. NO: 61-1597602
LICENSE EXPIRATION DATE: 10/31/19 TYPE OF LICENSE: C7,C10
LICENSE IN THE NAME OF: AAA Network Solutions, Inc.
(TYPE OR PRINT NAME)

E-RATE SERVICE PROVIDER
IDENTIFICATION NUMBER
(SPIN) # 143033956 PUBLIC WORKS CONTRACTOR'S REGISTRATION
1000000242

DATED: N/A CORPORATE SEAL:
(IF APPLICABLE)



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Contingency as a Standard

04 - CONTINGENCY FEE AS A STANDARD PRACTICE

PROJECT: 0170-18C.1 STRUCTURED CABLING
OWNER: LAGUNA BEACH UNIFIED SCHOOL DISTRICT

The "Owner" establishes a classification "Contingency Fee"; for adds/moves/changes as affected by the construction/funding schedule, changes to campus environment. This classification applies to all construction work. This classification is not based on permanent physical elements of construction. Rather, the classification items are cost components common to construction, project, and program estimates.

Contingency will not be allowed for increases to labor cost, taxes, surcharges, shipping and handling.

Bidder agrees that the contingency will be used for adds, moves and changes requested by the owner during the construction process for eligible services only. If the owner does not request adds, moves or changes the contingency will be given back to the E-rate program.

Please fill in one of the following:

YES AAA Network Solutions, Inc. (company name) **does include** contingency as a standard business practice as defined above.

If YES please provide the "Contingency Fee" amount in percentage.

Equal to 10 % (not to exceed 10%) of the; base bid amount,

Thirty Thousand Five Hundred Ninety-One and 92/100 Dollars

Contingency Amount \$ _____ Dollars (\$ 30,591.92).

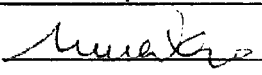
-OR-

NO _____ (company name) **does not include** contingency as a standard business practice as defined above.

I hereby certify under penalty of the perjury laws of the State of California that the foregoing is true and correct. Executed at Buena Park, California, on March 8, 2019.

Firm Name AAA Network Solutions, Inc.

By Authorized Representative

Signed 

Printed Name David Ngo

Title Sr. Vice President



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Item 21 Attachment Sheet

[illegible]

Project Name: 2014-2015 Construction - Phase 1B									
Item	Quantity	Unit	Material	Rate	Amount	Material	Rate	Amount	Material
1.00	1.00	sq. ft.	Asphalt	1.00	1.00	Asphalt	1.00	1.00	Asphalt
2.00	1.00	sq. ft.	Gravel	1.00	1.00	Gravel	1.00	1.00	Gravel
3.00	1.00	sq. ft.	Concrete	1.00	1.00	Concrete	1.00	1.00	Concrete
4.00	1.00	sq. ft.	Rebar	1.00	1.00	Rebar	1.00	1.00	Rebar
5.00	1.00	sq. ft.	Formwork	1.00	1.00	Formwork	1.00	1.00	Formwork
6.00	1.00	sq. ft.	Paint	1.00	1.00	Paint	1.00	1.00	Paint
7.00	1.00	sq. ft.	Sealer	1.00	1.00	Sealer	1.00	1.00	Sealer
8.00	1.00	sq. ft.	Grass	1.00	1.00	Grass	1.00	1.00	Grass
9.00	1.00	sq. ft.	Flowers	1.00	1.00	Flowers	1.00	1.00	Flowers
10.00	1.00	sq. ft.	Shrubbery	1.00	1.00	Shrubbery	1.00	1.00	Shrubbery
11.00	1.00	sq. ft.	Landscaping	1.00	1.00	Landscaping	1.00	1.00	Landscaping
12.00	1.00	sq. ft.	Lighting	1.00	1.00	Lighting	1.00	1.00	Lighting
13.00	1.00	sq. ft.	Security	1.00	1.00	Security	1.00	1.00	Security
14.00	1.00	sq. ft.	Signage	1.00	1.00	Signage	1.00	1.00	Signage
15.00	1.00	sq. ft.	Fencing	1.00	1.00	Fencing	1.00	1.00	Fencing
16.00	1.00	sq. ft.	Drainage	1.00	1.00	Drainage	1.00	1.00	Drainage
17.00	1.00	sq. ft.	Retaining	1.00	1.00	Retaining	1.00	1.00	Retaining
18.00	1.00	sq. ft.	Foundation	1.00	1.00	Foundation	1.00	1.00	Foundation
19.00	1.00	sq. ft.	Roofing	1.00	1.00	Roofing	1.00	1.00	Roofing
20.00	1.00	sq. ft.	Interior	1.00	1.00	Interior	1.00	1.00	Interior
21.00	1.00	sq. ft.	Exterior	1.00	1.00	Exterior	1.00	1.00	Exterior
22.00	1.00	sq. ft.	Site Work	1.00	1.00	Site Work	1.00	1.00	Site Work
23.00	1.00	sq. ft.	Final Inspection	1.00	1.00	Final Inspection	1.00	1.00	Final Inspection
24.00	1.00	sq. ft.	Project Closeout	1.00	1.00	Project Closeout	1.00	1.00	Project Closeout
25.00	1.00	sq. ft.	Warranty	1.00	1.00	Warranty	1.00	1.00	Warranty
26.00	1.00	sq. ft.	Final Report	1.00	1.00	Final Report	1.00	1.00	Final Report
27.00	1.00	sq. ft.	Project Summary	1.00	1.00	Project Summary	1.00	1.00	Project Summary
28.00	1.00	sq. ft.	Project Evaluation	1.00	1.00	Project Evaluation	1.00	1.00	Project Evaluation
29.00	1.00	sq. ft.	Project Feedback	1.00	1.00	Project Feedback	1.00	1.00	Project Feedback
30.00	1.00	sq. ft.	Project Review	1.00	1.00	Project Review	1.00	1.00	Project Review



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Substitution Listing

06 - SUBSTITUTION LISTING
TO BE SUBMITTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: 0170-18C.1 STRUCTURED CABLING
OWNER: LAGUNA BEACH UNIFIED SCHOOL DISTRICT

TO: LAGUNA BEACH UNIFIED SCHOOL DISTRICT ("OWNER")

1. Pursuant to bidding and contract requirements for the work titled:
Project: 0170-18C.1 STRUCTURED CABLING

The contract sum, proposed by the undersigned on the Bid Form, is for the work as shown on the drawings, described in the specifications, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions for the Owner's consideration. Should the Owner accept any or all of the proposed substitutions, the Bidder agrees to reduce the contract sum by the amount shown. Proposed substitutions must be submitted no later than 10 working days prior to the date of bid opening in order for such request to be reviewed before bidding. All substitutions must be listed on this form and submitted prior to or with the bid or they will not be reviewed.

2. Please complete, attaching additional sheets as necessary:

Bidder proposes [check one]: ☐ no substitutions.
☒ the following substitutions:


Specified Product or Material	Drawing Number or Specification Section	Proposed Substitution	Proposed Price Reduction
Modular Inserts and Jacks	Section 271000	Uniprise UNJ10G-BL	\$0.00
Faceplates	Section 271000	Uniprise M12L-262	\$0.00
Copper Station Cable	Section 271000	Uniprise 10GN4	\$0.00
Horizontal Cable Termination Equipment	Section 271000	Uniprise UNP-U-10G-1U-24	\$0.00
Patch Cords	Section 271000	Uniprise UNC10G-BL-3FT	\$0.00
Patch Cords	Section 271000	Uniprise UNC10G-BL-5FT	\$0.00

3. All bids should be calculated and submitted on the assumption that substitution requests will not be approved.

4. Bidder hereby certifies that the requested substitutions are equal or better in all respects to what is specified, unless otherwise noted.

**SIGNATURE MUST BE IDENTICAL
TO THAT PROVIDED ON BID FORM**

BIDDER: AAA Network Solutions, Inc.

BY: , David Ngo

Uniprise Ultra 10® UNJ10G Category 6A U/UTP Information Outlet, blue



Product Classification

Portfolio	Uniprise®
Brand	Ultra 10®
Product Series	UNJ Series
Product Type	Modular jack
Regional Availability	North America

Dimensions

Depth	30.48 mm 1.20 in
Height	20.32 mm 0.80 in
Width	20.32 mm 0.80 in

Electrical Specifications

ANSI/TIA Category	6A
Contact Resistance Variation, maximum	20 mOhm
Contact Resistance, maximum	100 mOhm
Current Rating	1.5 A @ 20 °C 1.5 A @ 68 °F
Dielectric Withstand Voltage, RMS, conductive surface	1500 Vac @ 60 Hz
Dielectric Withstand Voltage, RMS, contact-to-contact	1000 Vac @ 60 Hz
Insulation Resistance, minimum	500 MOhm

Environmental Specifications

Flammability Rating	UL 94 V-0
Operating Temperature	-10 °C to +60 °C (+14 °F to +140 °F)
Relative Humidity	Up to 95%, non-condensing
Safety Standard	cUL UL
Storage Temperature	-40 °C to +70 °C (-40 °F to +158 °F)

General Specifications

Cable Type	U/UTP (unshielded)
-------------------	--------------------

760150011 | UNJ10G-BL

Color	Blue
Package Quantity	1

Mechanical Specifications

Conductor Gauge, solid	22 AWG 24 AWG
Conductor Gauge, stranded	22 AWG 24 AWG
Conductor Type	Solid Stranded
Contact Plating Material	Precious metals
Material Type	Copper alloy High-impact, flame retardant, thermoplastic
Plug Insertion Life, minimum	750 times
Plug Insertion Life, test plug	IEC 60603-7 compliant plug
Plug Retention Force, minimum	133 N 30 lbf
Termination Contact Plating	Nickel
Termination Type	IDC
Wiring	T568A T568B

Regulatory Compliance/Certifications

Agency	Classification
RoHS 2011/65/EU	Compliant
ISO 9001:2015	Designed, manufactured and/or distributed under this quality management system



108168469 | M12L-262

L Type Flush Mounted Faceplate, two port white

- Available for use with the DYMO® labeling solution



Product Classification

Portfolio	CommScope®
Product Type	Faceplate kit
Regional Availability	Asia Australia/New Zealand EMEA Latin America North America

General Specifications

Color	White
Mount Type	Flush
Total Ports, quantity	2
Application	Used with M Series modular information outlet
Package Quantity	1

Dimensions

Depth	7.37 mm 0.29 in
Height	115.82 mm 4.56 in
Width	71.37 mm 2.81 in
Weight	0.04 kg 0.08 lb

Mechanical Specifications

Material Type	High-impact, flame retardant, thermoplastic
----------------------	---

Environmental Specifications

Flammability Rating	UL 94 V-0
Safety Standard	cUL UL

Regulatory Compliance/Certifications

Agency	Classification
ISO 9001:2015	Designed, manufactured and/or distributed under this quality management system

page 1 of 2
March 12, 2019



8441604/10 | 10GN4 BLUE REEL



Ultra 10® 10GN4 ETL Verified Category 6A U/UTP Cable, non-plenum, blue jacket, 4 pair count, 1000 ft (305 m) length reel

OBSOLETE

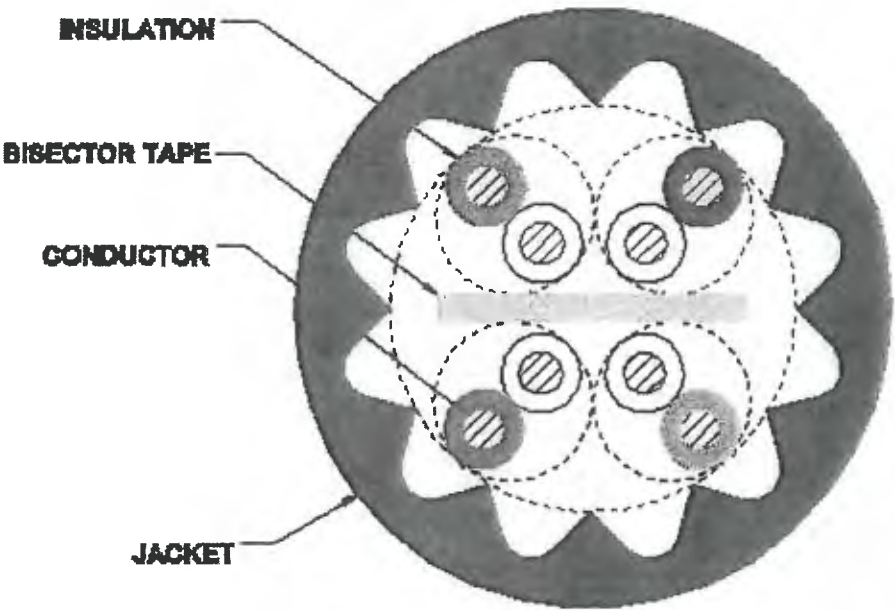
Replaced By

UN884031004/10 CS44R ETL Verified Category 6A U/UTP Cable, non-plenum, blue jacket, 4 pair count, 1000 ft (305 m) length reel

Product Classification

Portfolio	Uniprise®
Brand	Ultra 10®
Product Type	Twisted pair cable
Regional Availability	North America

Cross Section Drawing



Construction Materials

Jacket Material	PVC
-----------------	-----

8441604/10 | 10GN4 BLUE REEL

Conductor Material	Bare copper
Insulation Material	Polyolefin
Separator Material	Polyolefin

Dimensions

Cable Length	305 m 1000 ft
Cable Weight	40.60 lb/kft
Diameter Over Jacket, nominal	8.001 mm 0.315 in
Jacket Thickness	1.473 mm 0.058 in

Electrical Specifications

ANSI/TIA Category	6A
dc Resistance Unbalance, maximum	4 %
dc Resistance, maximum	7.61 ohms/100 m
Mutual Capacitance	6.0 nF/100 m @ 1 kHz
Nominal Velocity of Propagation (NVP)	65 %
Operating Frequency, maximum	500 MHz
Transmission Standards	ANSI/TIA-568-C.2
Safety Voltage Rating	300 V
Dielectric Strength, minimum	1500 Vac 2500 Vdc

Environmental Specifications

Environmental Space	Non-plenum
Flame Test Method	CMR
Installation Temperature	0 °C to +60 °C (+32 °F to +140 °F)
Operating Temperature	-20 °C to +60 °C (-4 °F to +140 °F)

General Specifications

Cable Type	U/UTP (unshielded)
Packaging Type	Reel
Pairs, quantity	4
Cable Component Type	Horizontal
Jacket Color	Blue
Product Number	10GN4
Conductor Gauge, singles	23 AWG
Conductor Type, singles	Solid
Conductors, quantity	8
Separator Type	Bisector

8441604/10 | 10GN4 BLUE REEL

Mechanical Specifications

Pulling Tension, maximum 11 kg | 25 lb

Regulatory Compliance/Certifications

Agency

RoHS 2011/65/EU

ISO 9001:2015

Classification

Compliant

Designed, manufactured and/or distributed under this quality management system



Electrical Performance

Std	Refers to the standard value listed under Transmission Standards in the Electrical Specifications above
IL	Insertion Loss (dB/100m)
NEXT	Near End Crosstalk (dB/100m)
ACR	Attenuation to Crosstalk Ratio (dB/100m)
PSNEXT	Power Sum Near End Crosstalk (db/100m)
PSACR	Power Sum Attenuation to Crosstalk Ratio (dB/100m)
ACRF	Attenuation to Crosstalk Ratio - Far End (dB/100m)
PSACRF	Power Sum Attenuation to Crosstalk Ratio - Far End (dB/100m)
RL	Return Loss (dB)
TCL	Transverse Conversion Loss (dB/100m)
ELTCTL	Equal Level Transverse Conversion Transfer Loss (dB/100m)

Freq. MHz	IL Std	NEXT Std	ACR Std	PSNEXT Std	PSACR Std	ACRF Std	PSACRF Std	RL Std	TCL Std	ELTCTL Std
1	2.1	74.3	72.2	72.3	70.2	67.8	64.8	20.0	40.0	35.0
4	3.8	65.3	61.5	63.3	59.5	55.8	52.8	23.0	40.0	23.0
8	5.3	60.8	55.4	58.8	53.4	49.7	46.7	24.5	40.0	16.9
10	5.9	59.3	53.4	57.3	51.4	47.8	44.8	25.0	40.0	15.0
16	7.5	56.2	48.8	54.2	46.8	43.7	40.7	25.0	38.0	10.9
20	8.4	54.8	46.4	52.8	44.4	41.8	38.8	25.0	37.0	9.0
25	9.4	53.3	44.0	51.3	42.0	39.8	36.8	24.3	36.0	7.0
31.25	10.5	51.9	41.4	49.9	39.4	37.9	34.9	23.6	35.1	
62.5	15.0	47.4	32.4	45.4	30.4	31.9	28.9	21.5	32.0	
100	19.1	44.3	25.2	42.3	23.2	27.8	24.3	20.1	30.0	
155	24.1	41.4	17.4	39.4	15.4	24.0	21.0	18.8	28.1	
200	27.6	39.8	12.2	37.8	10.2	21.8	18.8	18.0	27.0	
250	31.1	38.3	7.3	36.3	5.3	19.8	16.8	17.3	26.0	
300	34.3	37.1	2.9	35.1	0.9	18.3	15.3	16.8	25.2	
350	37.2	36.1	-1.1	34.1	-3.1	16.9	13.9	16.3	24.6	
400	40.1	35.3	-4.8	33.3	-6.8	15.8	12.8	15.9	24.0	
500	45.3	33.8	-11.4	31.8	-13.4	13.8	10.8	15.2	23.0	

760162800 | UNP-6A-DM-1U-24

Distribution Module Panel, Cat 6A, UTP, 1U, 24 port



Product Classification

Portfolio	Uniprise®
Product Type	RJ45 patch panel
Regional Availability	North America

Dimensions

Depth, with cable management	119.38 mm 4.70 in
Diameter Over Dielectric, maximum	1.168 mm 0.046 in
Diameter Over Dielectric, minimum	0.762 mm 0.030 in
Height	88.90 mm 3.50 in
Width	482.60 mm 19.00 in

Electrical Specifications

ANSI/TIA Category	6A
Current Rating	1.5 A @ 20 °C 1.5 A @ 68 °F
Dielectric Withstand Voltage, RMS, conductive surface	1500 Vac @ 60 Hz
Dielectric Withstand Voltage, RMS, contact-to-contact	1000 Vac @ 60 Hz
Insulation Resistance, minimum	500 MOhm

Environmental Specifications

Flammability Rating	UL 94 V-0
Operating Temperature	-10 °C to +60 °C (+14 °F to +140 °F)
Relative Humidity	Up to 95%, non-condensing
Safety Standard	cUL UL
Storage Temperature	-40 °C to +70 °C (-40 °F to +158 °F)

General Specifications

Total Ports, quantity	24
Cable Type	U/UTP (unshielded)
Color	Black
Modules, quantity	4
Package Quantity	1

page 1 of 2
March 12, 2019

Rack Type	EIA 19 in
Rack Units	1.0

Mechanical Specifications

Conductor Gauge, solid	22 AWG 24 AWG
Conductor Gauge, stranded	22 AWG 24 AWG
Conductor Type	Solid Stranded
Contact Plating Material	Precious metals
Material Type	High-impact, flame retardant, thermoplastic Powder-coated steel
Plug Insertion Life, minimum	750 times
Plug Insertion Life, test plug	IEC 60603-7 compliant plug
Plug Retention Force, minimum	30 lbf 133 N
Termination Contact Plating	Nickel
Termination Type	IDC
Wiring	T568A T568B

Regulatory Compliance/Certifications

Agency	Classification
RoHS 2011/65/EU	Compliant
ISO 9001:2015	Designed, manufactured and/or distributed under this quality management system



UC1AAA2-OZ | UNC10G-BL

Package Quantity	1
Pairs, quantity	4

Mechanical Specifications

Conductor Type	Solid
Contact Plating Material	Precious metals
Material Type	Copper alloy Polycarbonate
Plug Insertion Life, minimum	750 times
Plug Retention Force, minimum	133 N 30 lbf
Wiring	T568B

Wiring Diagram

	Connector A	Connector B
Position 1	White/Orange	White/Orange
Position 2	Orange	Orange
Position 3	Lt. Green	Lt. Green
Position 4	Blue	Blue
Position 5	Lt. Blue	Lt. Blue
Position 6	Green	Green
Position 7	Lt. Brown	Lt. Brown
Position 8	Brown	Brown

Regulatory Compliance/Certifications

Agency	Classification
RoHS 2011/65/EU	Compliant
ISO 9001:2015	Designed, manufactured and/or distributed under this quality management system



Included Products

CC8469344/BU | UNC10G BLUE 4/24 Bulk (Product Component—not orderable) — Ultra 10@ UNC10G Category 6A U/UTP Cable,

page 2 of 3
March 12, 2019

UC1AAA2-OZ | UNC10G-BL

non-plenum, blue jacket, 4 pair count, bulk length, reel



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Designation of Subcontractors

07 - DESIGNATION OF SUBCONTRACTORS

PROJECT: 0170-18C.1 STRUCTURED CABLING
OWNER: LAGUNA BEACH UNIFIED SCHOOL DISTRICT

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder (prime contractor) in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the bidder (prime contractor), specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the bidder's (prime contractor's) total bid and (b) the portion of the work which will be done by each subcontractor. The bidder (prime contractor) shall list only one subcontractor for each such portion as is defined by the bidder (prime contractor) in this bid.

If a bidder (prime contractor) fails to specify a subcontractor or if a bidder (prime contractor) specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the bidder's (prime contractor's) total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform that portion, and that bidder alone shall perform that portion.

No bidder (prime contractor) whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, only after a finding reduced to writing as a public record of the District awarding this contract setting forth the facts constituting the emergency or necessity.

Note: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate. Identify additional list of subcontractors by Alternate Bid No.

TYPE OF TRADE, Labor, Or Service	NAME & LICENSE NO. OF SUBCONTRACT, LICENSE EXPIRATION DATE:	LOCATION & PLACE OF BUSINESS
N/A		

LOCATION & PLACE OF BUSINESS

N/A

[illegible]

DATED: 03/08/19

NAME OF BIDDER: AAA Network Solution, Inc.
(TYPE OR PRINT NAME)

(SIGNATURE OF BIDDER)

ADDRESS: 8401 Page Street
Buena Park, CA 9061

0170-18C.1

TELEPHONE: 714-484-2994

(PROJECT NO.)

Structured Cabling
(CATEGORY)



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Non-Collusion Affidavit

**08 NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

PROJECT: 0170-18C.1 STRUCTURED CABLING
OWNER: LAGUNA BEACH UNIFIED SCHOOL DISTRICT

(Public Contract Code Section 7106)

State of California)
) ss
County Of Orange)
_____)

David Ngo, being first duly sworn, deposes and says ~~that he or she is~~ Sr. Vice President of AAA Network Solutions, Inc., the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

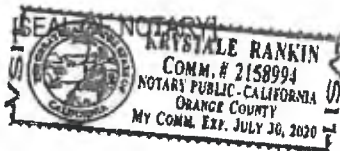
 David Ngo
(SIGNATURE OF BIDDER)

NOTARY FOR NONCOLLUSION AFFIDAVIT

Subscribed and sworn to (or affirmed) before me this day 11th of March, 20 19.


(SIGNATURE OF NOTARY)

Kristale Rankin
(TYPED NAME OF NOTARY)





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Exclusion of Asbestos Products

09 - EXCLUSION OF ASBESTOS PRODUCTS
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: 0170-18C.1 STRUCTURED CABLING
OWNER: LAGUNA BEACH UNIFIED SCHOOL DISTRICT

The Contractor agrees that asbestos containing products or materials will not be used in performing work under the Agreement.

At completion of work under the Agreement, the CONTRACTOR will warrant and represent to the OWNER the following:

1. That no asbestos containing products or materials were used in performing work under the Agreement.
2. That should any asbestos containing products be found on the project, the CONTRACTOR will replace them, together with all related materials, at no cost to the OWNER.
3. That should the replacement require any interruption in the normal operation of the school, the CONTRACTOR will pay all costs necessarily incurred to keep the school functioning with the least possible disruption to its day-to-day operations.

Executed at Buena Park, California, on March 8, 20 19.

Firm Name AAA Network Solutions, Inc.

By David Ngo, Sr. Vice President

Signed 
[Signature must match that on bid]



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Exclusion of Lead Products

10 - EXCLUSION OF LEAD PRODUCTS
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: 0170-18C.1 STRUCTURED CABLING
OWNER: LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Pursuant to the provisions of the California Education Code for construction, modernization, or renovation of school facilities, lead based paint, lead plumbing, and solders, or other potential sources of lead contamination shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility.

The Contractor agrees that sources and potential sources of lead contamination, whether in products or materials, will not be used in performing work under the Agreement.

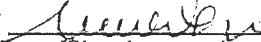
At completion of work under the Agreement, the Contractor will warrant and represent to the Owner the following:

1. That no sources or potential sources of lead contamination were used in performing work under the Agreement.
2. That should any sources or potential sources of lead contamination be found to have been used by the Contractor or any subcontractor, supplier, or vendor on the Project, the Contractor will replace them, together with all related materials, at no cost to the Owner.
3. That should the replacement require any interruption in the normal operation of the school, the Contractor will pay all costs necessarily incurred to keep the school functioning with the least possible disruption to its day-to-day operations.

Executed at Buena Park, California, on March 8, 2019.

Contractor Name AAA Network Solutions, Inc.

By David Ngo, Sr. Vice President

Signed 
[Signature must match that on bid]



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Contractor's Qualification Questionnaire

11 - Contractor's Qualification Form

PROJECT: 0170-18C.1 STRUCTURED CABLING
OWNER: LAGUNA BEACH UNIFIED SCHOOL DISTRICT

The prospective Bidder shall furnish all the following information accurately and completely. Failure to fully and completely comply with this requirement may result in rejection of any bid submitted. Additional sheets may be attached if necessary. "You" or "your" as used in this questionnaire refers to the Bidder's firm and any of its owners, officers, directors, shareholders, parties, or principals. Owner has discretion to request additional information depending on the project.

—WARNING—

Certain information may lead to a determination of non-responsibility and rejection of the bid.

1. **Firm name and address:** AAA Network Solutions, Inc.
8401 Page Street
Buena Park, CA 90621
2. **Telephone:** 714-484-2994
3. **Type of firm:** (check one) Individual ☐ Partnership ☐ Corp. ☒
4. **Names and titles of all principals of the firm:**
Hoai-Phuong Ngo - President, Secretary, Treasurer

5. **Number of years as contractor.** Include only years in this type of construction and only the years with the current entity in its current form: 10 Years
6. **Years of experience your firm has in public school construction work:**
As prime contractor: 10 As subcontractor: _____
7. **In the last five years has your firm or any of its principals defaulted so as to cause a loss to a surety?**
Response must include information pertaining to principals' associations outside of the firm bidding this Project. If the answer is yes, give date, name, and address of surety and details.
No

8. **In the last five years have you or any of your principals been assessed liquidated damages for any project?** Response must include information pertaining to principals' associations outside of the firm bidding this Project. If yes, explain:
No

9. In the last five years have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question or questions relating to a public construction project and/or an E-rate project? Response must include information pertaining to principals' association outside of the firm bidding this Project. If yes, provide name of public agency and details of the dispute. Attach additional pages as necessary.

No

10. In the last five years have you or any of your principals ever failed to complete a project? Response must include information pertaining to principals' association outside of the firm bidding this Project. If yes, provide owner's name and details. Attach additional pages as necessary.

No

11. Safety:

- A. Does your firm have a written Safety Program?

Yes ☒ No ☐

- B. Does your firm have personnel permanently assigned to safety?

Yes ☒ No ☐

12. List of References: Provide information on at least one (3) project your company has completed in the last five years of equal size and scope of this project. Contractor may include additional documentation.

Project #1

Project Name: RFP 1090, Packages 1, 2, 3, & 4

Contact Information:

Address: Los Angeles Unified School District

333 S. Beaudry Ave.

Los Angeles, CA 90017

Phone Number: (213) 241-1898

Contact Person:

Name: Robert Gutierrez

Title: Sr. Project/Program Manager

Phone #: 213-598-6141

Description of Project: LAN/WLAN/convergence system design, on/off site
engineering, installation of cat6 & fiber optic cable
infrastructure systems, configuration & installation
of Cisco equipment at 77 school sites.

Project Start Date: 07/13

Project Completion Date: 11/16

Contract amount: \$39,356,920.18

Architect/Engineer:

Firm Name: N/A

Contact Person:

Name: _____

Title: _____

Phone #: _____

Project #2

Project Name: C3 Consortium Infrastructure Project – 2016

Contact Information:

Address: Archdiocese of Los Angeles
3424 Wilshire Boulevard, 4th Floor
Los Angeles, CA 90010

Phone Number: 626-253-6982

Contact Person: Dave Schmitt
Name: Technology Director
Title: 626-253-6982
Phone #:

Description of Project: Installation of Meraki LAN/WLAN electronics,
Tripp-Lite UPS, network cabling system, and
electrical/conduit systems at 64 school sites.

Project Start Date: 04/16

Project Completion Date: 07/18

Contract amount: \$2,553,237.55

Architect/Engineer:

Firm Name: N/A

Contact Person: _____
Name: _____
Title: _____
Phone #: _____

Project #3

Project Name: Install of Network Cable, Fiber and Equipment

Contact Information:

Address: Norwalk-La Mirada Unified School District
12820 Pioneer Blvd.
Norwalk, CA 90650
562-210-2167

Phone Number:

Contact Person:

Name: Herman Choi

Title: Technology Director

Phone #: 562-210-2167

Description of Project:

Installation of Cat6 & fiber optic cabling systems
and Meraki wireless access points at 32 school sites.

Project Start Date: 03/17

Project Completion Date: 12/17

Contract amount: \$1,334,493.00

Architect/Engineer:

Firm Name: N/A

Contact Person:

Name:

Title:

Phone #:



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Manufacture's Certification



Hewlett Packard Enterprise

Hewlett Packard Enterprise Company
3000 Hanover St
Palo Alto, CA 94304
USA

January 9, 2017

AAA Solar Electric Inc.
1182 N Knollwood Cir
Anaheim, CA, 92801
HPE Partner Agreement #: US-602165

To whom it may concern:

AAA Solar Electric Inc. is an HP Enterprise Authorized Partner in the US, which includes access to all commercial products and the services associated with them – not requiring additional authorization and includes all Open products from an authorized HPE US Commercial Distributor, for resale to end user customers in the USA.

HPE Point of Contacts for Partner Authorization verification are listed below:
Support Team: AMSPartnersupport@hpe.com / 1-888-629-6914

Customers can also locate or confirm partners through the HPE Partner Locator at <http://hpe.com/partnerlocator/>

Sincerely,

Adriana Mejias.
Hewlett Packard Enterprise
Americas Profiling & Contracts Operations Manager



Cisco Channel Partner Program

Premier Certified Partner

Awarded to

AAA NETWORK SOLUTIONS

USA

valid until April 14, 2019



Validate this certificate at:
cisco.com/go/partnerlocator

Cisco Partner Ecosystem Programs
Global Partner Organization

Public Works **Public Works Contractor (PWC) Registration Search**

Public Works Contractor (PWC) Registration Search

Enter at least one search criteria to display registered public works contractor(s) matching your selections.

Note: Search results will display all of the public works contractor registrations, both current and expired.

Make sure the proper registration fiscal year is selected when performing a search.

Registration Fiscal Year:

PWC Registration Number:

Contractor Legal Name:

License Number: [Contractor License Lookup](#)

County:

This is a listing of PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Export as ☒ Excel ☐ PDF

Search Results

One registered contractor found 1

Details	Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
View	AAA NETWORK SOLUTIONS, INC	1000000242	ORANGE	BUENA PARK	CSLB#030689	Active	06/13/2018	06/30/2019

v2.26/71120



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Certificate of Attendance at Mandatory Job Walk

11 - CERTIFICATE OF ATTENDANCE AT MANDATORY JOB WALK

PROJECT: 0170-18C.1 STRUCTURED CABLING
OWNER: LAGUNA BEACH UNIFIED SCHOOL DISTRICT

*On projects including a mandatory job walk, this form must be submitted
with the bid or bidder will be declared "non-responsive"*

It is the Owner's intention to provide all contractors with equal access to information regarding this project. Further, the Owner has issued plans and specifications to bidders and has allowed bidders the opportunity to inspect the site with knowledgeable personnel at the job walk. Therefore it is understood that the Owner may declare the bid non-responsive for any of the following conditions:

1. If a bidder attends the entire mandatory job walk but fails to verify they attended the mandatory job walk;
2. If a bidder attends the mandatory job walk but fails to stay the entire duration of the walk;
3. If a bidder fails to attend the mandatory job walk but certifies that he was in attendance.
[NOTE: This may also lead to a determination that the bidder is non-responsive.]

Please check one of the following:

☐ I attended the mandatory job walk

-OR-

☐ I did not attend the mandatory job walk.

Name of attendee who represented your firm: Robert Solorzano


This name will be verified with the "Job Walk Sign in Sheet" from the Pre-Bid Meeting conducted on February 21, 2019 at 11:00 am at Laguna Beach Unified School District Office, located at: 550 Blumont Street, Laguna Beach, California 92651.

I hereby certify under penalty of the perjury laws of the State of California that the foregoing is true and correct.

Executed at Buena Park, California, on March 8, 2019.

Firm Name AAA Network Solutions, Inc.

By Authorized Representative

Signed 

Printed Name David Ngo

Title Sr. Vice President



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Bid Bond

15 - BID BOND
IF USED BY BIDDER, MUST BE COMPLETED AND SUBMITTED WITH BID

PROJECT: 0170-18C.1 STRUCTURED CABLING
OWNER: LAGUNA BEACH UNIFIED SCHOOL DISTRICT

KNOW ALL MEN BY THESE PRESENTS, that we, AAA Network Solutions, Inc. as Principal, and Philadelphia Indemnity Insurance Company as Surety, are held and firmly bound unto the Laguna Beach Union School District (referred to as Owner) in the sum of Ten percent (10%) of the total amount of the bid of the Principal submitted to the Owner for the work and obligations described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated March 13, 2019, for: Structured Cabling. Project #0170-18C.1

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within 90 days after said opening; and if the Principal is awarded the contract, and shall within the specified period, or if no period is specified, within five working days after the award of the contract, enter into a written contract with the Owner in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such contract and for the payment of labor and materials used for the performance of the contract, provide certificates evidencing the required insurance is in effect (in the amounts required in the contract documents), and provide any other documents required under the contract documents to be submitted at the time the contract is executed, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this 20th day of February, 2019, the name and corporate party being hereto affixed and duly signed by its undersigned authorized representative.

DATED: 3/17/19

PRINCIPAL AAA Network Solutions, Inc.

By [Signature]
Title David Ngo, Sr. Vice President

DATED: February 20, 2019

SURETY Philadelphia Indemnity Insurance Company

By [Signature]
Title Cynthia J. Young, Attorney-in-Fact

Note: Signatures of those executing for the Surety must be properly acknowledged.

All bids shall be presented under sealed cover and accompanied by one of the following forms of bidder's security: cash, a cashier's check, certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the trustees. The security shall be in an amount equal to at least 10 percent of the amount bid. A bid shall not be considered unless one of the forms of bidder's security is enclosed with it.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino

ss.

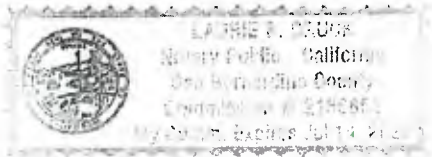
On February 20, 2019 before me, Laurie B. Druck, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Cynthia J. Young

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Laurie B. Druck

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual

☐ Corporate Officer

Title _____

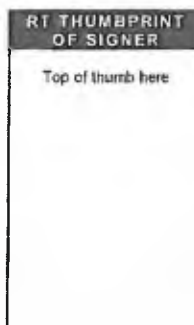
☐ Partner -- ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

Other: _____



Signer is Representing: _____

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

No 07927

Amended

Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Philadelphia Indemnity Insurance Company

of Bala Cynwyd, Pennsylvania, organized under the
laws of Pennsylvania, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Plate Glass,
Liability, Boiler and Machinery, Burglary,
Sprinkler, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

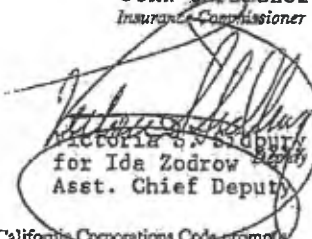
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 14th
day of October, 2004, I have hereunto
set my hand and caused my official seal to be affixed this
14th day of October, 2004



John Garapendi
Insurance Commissioner

By


Victoria A. Zadrow
for Ida Zadrow
Asst. Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly
after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be
grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the
conditions contained herein.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Jay P. Freeman, Cynthia J. Young, Laurie B. Druck, Christina Mountz and Cynthia J. Russell of Alliant Insurance Services, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

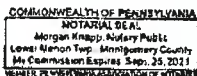
FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

Morgan Knepp

residing at

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of February, 20 19



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



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solutions

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Meet customer's needs, expectations, and budget!

Prime Contractor Agreement

16 - PRIME CONTRACTOR AGREEMENT

PROJECT: 0170-18C.1 STRUCTURED CABLING
OWNER: LAGUNA BEACH UNIFIED SCHOOL DISTRICT

THIS AGREEMENT, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, IS BY AND BETWEEN LAGUNA BEACH UNIFIED SCHOOL DISTRICT, (HEREINAFTER REFERRED TO AS "OWNER"), AND AAA Network Solutions, Inc., HEREINAFTER REFERRED TO AS "CONTRACTOR") FOR THE PROJECT KNOWN AS 0170-18C.1 – STRUCTURED CABLING

THE OWNER AND THE CONTRACTOR, FOR THE CONSIDERATION STATED HEREIN, AGREE AS FOLLOWS:

THE COMPLETE CONTRACT INCLUDES ALL OF THE PROJECT DOCUMENTS, INCLUDING THE NOTICE CALLING FOR BIDS, INFORMATION FOR BIDDERS, BID FORM, DESIGNATION OF SUBCONTRACTORS, WORKERS' COMPENSATION CERTIFICATE, FAITHFUL PERFORMANCE BOND, PAYMENT BOND, CHANGE ORDERS, SHOP DRAWING TRANSMITTALS, INFORMATION REQUIRED OF BIDDER, IF ANY, NON-COLLUSION AFFIDAVIT, INSURANCE CERTIFICATES, GUARANTEES, CONTRACTOR'S CERTIFICATE REGARDING NON-ASBESTOS CONTAINING MATERIALS, IF ANY, GENERAL CONDITIONS, SUPPLEMENTAL GENERAL CONDITIONS, SPECIAL CONDITIONS, IF ANY, PLANS, DRAWINGS, SPECIFICATIONS, THIS AGREEMENT, AND ALL MODIFICATIONS, ADDENDA AND AMENDMENTS THERETO, BY THIS REFERENCE INCORPORATED HEREIN. THE PROJECT DOCUMENTS ARE COMPLEMENTARY, AND WHAT IS CALLED FOR BY ANY ONE SHALL BE AS BINDING AS IF CALLED FOR BY ALL.

CONTRACTOR SHALL PERFORM WITHIN THE TIME SET FORTH IN PARAGRAPH 4 OF THIS AGREEMENT EVERYTHING REQUIRED TO BE PERFORMED, AND SHALL PROVIDE AND FURNISH ALL THE LABOR, MATERIALS, NECESSARY TOOLS, EXPENDABLE EQUIPMENT, AND ALL UTILITY AND TRANSPORTATION SERVICES AS DESCRIBED IN THE COMPLETE CONTRACT AND REQUIRED FOR CONSTRUCTION OF:

Structured Cabling for Laguna Beach Unified School District

ALL OF SAID WORK TO BE PERFORMED AND MATERIALS TO BE FURNISHED SHOULD BE COMPLETED IN A GOOD WORKMANLIKE MANNER IN STRICT ACCORDANCE WITH THE PLANS, DRAWINGS, SPECIFICATIONS AND ALL PROVISIONS OF THE COMPLETE CONTRACT AS HEREINABOVE DEFINED. THE CONTRACTOR SHALL BE LIABLE TO THE OWNER FOR ANY DAMAGES ARISING AS A RESULT OF A FAILURE TO FULLY COMPLY WITH THIS OBLIGATION, AND THE CONTRACTOR SHALL NOT BE EXCUSED WITH RESPECT TO ANY FAILURE TO SO COMPLY BY ANY ACT OR OMISSION OF THE ENGINEER OR REPRESENTATIVE OF ANY OF THEM, UNLESS SUCH ACT OR OMISSION ACTUALLY PREVENTS THE CONTRACTOR FROM FULLY COMPLYING WITH THE REQUIREMENTS OF THE PROJECT DOCUMENTS, AND UNLESS THE CONTRACTOR PROTESTS AT THE TIME OF SUCH ALLEGED PREVENTION THAT THE ACT OR OMISSION IS PREVENTING THE CONTRACTOR FROM FULLY COMPLYING WITH THE PROJECT DOCUMENTS. SUCH PROTEST SHALL NOT BE EFFECTIVE UNLESS REDUCED TO WRITING AND FILED WITH THE OWNER WITHIN THREE (3) WORKING DAYS OF THE DATE OF OCCURRENCE OF THE ACT OR OMISSION PREVENTING THE CONTRACTOR FROM FULLY COMPLYING WITH THE PROJECT DOCUMENTS.

OWNER SHALL PAY TO THE CONTRACTOR, AS FULL CONSIDERATION FOR THE FAITHFUL PERFORMANCE OF THE CONTRACT, SUBJECT TO ANY ADDITIONS OR DEDUCTIONS AS PROVIDED IN THE PROJECT DOCUMENTS,

TOTAL SUM OF BASE BID

Three Hundred Five Thousand Nine Hundred Nineteen and 25/100 DOLLARS (\$ 305,919.25).

CONTINGENCY AMOUNT (IF APPLICABLE BY CONTRACTOR FORM 3A)

Thirty Thousand Five Hundred Ninety-One and 92/100 DOLLARS (\$ 30,591.92).

TOTAL SUM OF BASE BID + CONTINGENCY

CONTRACTOR LEAVE BLANK TO BE FILLED IN BY THE OWNER

_____ DOLLARS (\$ _____).

THIS CONTRACT MAY BE RENDERED NULL AND VOID IF THE OWNER DOES NOT RECEIVE IT'S E-RATE FUNDING AND/OR THE IF THE FUNDING PERCENTAGE IS NOT AT THE PERCENTAGE ORIGINALLY ESTIMATED.

SERVICE PROVIDER INVOICE METHOD:

THE CONTRACTOR AGREES TO BILL USAC DIRECTLY FOR THE PORTION OF THIS PROJECT THAT E-RATE/SLD/USAC WILL BE AUTHORIZING FOR THIS PROJECT IF THE PROJECT GETS FUNDED. IN THIS CONTRACT THE OWNER WILL ONLY PAY THE AMOUNT REMAINING AFTER DISCOUNTS ARE APPLIED.

DIRECT AND/OR BEAR REIMBURSEMENT:

SHOULD THE OWNER EXERCISE THE OPTION TO COMMENCE WORK PRIOR TO FUNDING THE CONTRACTOR AGREES TO APPROVE THE RELEASE OF FUNDS WITHIN SEVEN DAYS OF RECEIPT OF REQUEST FROM USAC AS WELL AS AGREES TO INVOICE THE OWNER DIRECTLY.

THIS CONTRACT MAY BE EXTENDED IF MUTUALLY AGREED ON BY BOTH PARTIES IN WRITING FOR A MAXIMUM OF ONE YEAR FOR EACH OCCURRENCE.

CONTRACT EXPIRATION: September 30, 2020

BIDDER AGREES THAT THE CONTINGENCY WILL BE USED FOR ADDS, MOVES AND CHANGES REQUESTED BY THE OWNER DURING THE CONSTRUCTION PROCESS FOR ELIGIBLE SERVICES ONLY. IF THE OWNER DOES NOT REQUEST ADDS, MOVES, OR CHANGES THE CONTINGENCY ALLOTMENT WILL BE GIVEN BACK TO THE E-RATE PROGRAM.

BEFORE SENDING INVOICES TO USAC FOR THE E-RATE PART OF THIS PROJECT, THE CONTRACTOR AGREES TO SEND ALL INVOICES TO THE OWNER FOR THEIR APPROVAL. ONCE IT IS VERIFIED THAT THE WORK IS COMPLETED AND/OR EQUIPMENT IS ON SITE, THE OWNER SHALL APPROVE THE USAC INVOICES.

THE WORK SHALL COMMENCE AFTER RECEIVING THE OWNER'S NOTICE TO PROCEED AND SHALL BE COMPLETED AS NOTED BY THE DATE SPECIFIED IN THE NOTICE TO PROCEED. TIME IS OF THE ESSENCE. WORK IS TO BE COMPLETED AS NOTED IN THE LETTER TO PROCEED. PROJECT DURATION SHALL BE **180 DAYS** CALENDAR DAYS. AGREEMENT TERM MAY BE EXTENDED IF MUTUALLY AGREED ON BY BOTH PARTIES IN WRITING.

IN ACCORDANCE WITH GOVERNMENT CODE SECTION 53069.85, FOR EACH CALENDAR DAY COMPLETION IS DELAYED BEYOND THE TIME ALLOWED (SEE ARTICLE 6 OF CM MANUAL), CONTRACTOR AGREES TO FORFEIT AND PAY TO OWNER THE SUM OF **FIVE HUNDRED DOLLARS AND ZERO CENTS (\$500.00)** PER CALENDAR DAY, WHICH SHALL BE DEDUCTED FROM ANY PAYMENTS DUE TO OR TO BECOME DUE TO CONTRACTOR. TIME EXTENSIONS MAY BE GRANTED BY THE OWNER AS PROVIDED IN THE GENERAL CONDITIONS.

IN THE EVENT SAID CONTRACTOR FAILS TO FURNISH TOOLS, EQUIPMENT, OR LABOR IN THE NECESSARY QUANTITY OR QUALITY, OR FAILS TO PROSECUTE THE WORK OR ANY PART THEREOF CONTEMPLATED BY THIS AGREEMENT IN A DILIGENT AND WORKMANLIKE MANNER, THE SUPERINTENDENT OR DESIGNEE SHALL SO CERTIFY TO THE GOVERNING BOARD OF THE OWNER, AND IF THE CONTRACTOR FOR A PERIOD OF TEN (10) CALENDAR DAYS AFTER RECEIPT OF WRITTEN DEMAND FROM OWNER TO DO SO, FAILS TO FURNISH TOOLS, EQUIPMENT, OR LABOR IN THE NECESSARY QUANTITY OR QUALITY, AND TO PROSECUTE SAID WORK AND ALL PARTS THEREOF IN A DILIGENT AND WORKMANLIKE MANNER, OR AFTER COMMENCING TO DO SO WITHIN SAID TEN (10) CALENDAR DAYS, FAILS TO CONTINUE TO DO SO, THEN THE OWNER MAY EXCLUDE THE CONTRACTOR FROM THE PREMISES, OR ANY PORTION THEREOF, AND TAKE POSSESSION OF SAID PREMISES OR ANY PORTION THEREOF, TOGETHER WITH ALL MATERIAL AND EQUIPMENT THEREON, AND MAY COMPLETE THE WORK CONTEMPLATED BY THIS AGREEMENT OR ANY PORTION OF SAID WORK, EITHER BY FURNISHING THE TOOLS, EQUIPMENT, LABOR OR MATERIAL NECESSARY, OR BY LETTING THE UNFINISHED PORTION OF SAID WORK, OR THE PORTION TAKEN OVER BY THE OWNER TO ANOTHER CONTRACTOR, OR BY A COMBINATION OF SUCH METHODS. IN ANY EVENT, THE PROCURING OF THE COMPLETION OF SAID WORK, OR THE PORTION THEREOF TAKEN OVER BY THE OWNER, SHALL BE A CHARGE AGAINST THE CONTRACTOR, AND MAY BE DEDUCTED FROM ANY MONEY DUE OR BECOMING DUE CONTRACTOR FROM THE OWNER, OR THE CONTRACTOR SHALL PAY THE OWNER THE AMOUNT OF SAID CHARGE, OR THE PORTION THEREOF UNSATISFIED. THE SURETIES PROVIDED FOR UNDER THIS AGREEMENT SHALL BECOME LIABLE FOR PAYMENT SHOULD CONTRACTOR FAIL TO PAY IN FULL ANY SAID COST INCURRED BY THE OWNER.

THE CONTRACTOR AGREES TO AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS THE SCHOOL DISTRICT, THE OWNER, ITS GOVERNING BOARD, OFFICERS, AGENTS, EMPLOYEES, AND CONSULTANT(S), 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 PERSONS; (2) INJURY TO, LOSS OR THEFT OF PROPERTY; OR (3) ANY OTHER LOSS, DAMAGE OR EXPENSE ARISING UNDER EITHER (1) OR (2) ABOVE, SUSTAINED BY THE CONTRACTOR UPON OR IN CONNECTION WITH THE WORK CALLED FOR IN THIS PROJECT, EXCEPT FOR LIABILITY RESULTING FROM THE SOLE ACTIVE NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE OWNER.
- (B) ANY INJURY TO OR DEATH OF ANY PERSON(S) OR DAMAGE, LOSS OR THEFT OF ANY PROPERTY CAUSED BY ANY ACT, NEGLIGENCE, 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 WORK COVERED BY THIS AGREEMENT, WHETHER SAID INJURY OR DAMAGE OCCURS EITHER ON

OR OFF OWNER'S PROPERTY, IF THE LIABILITY AROSE THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANYONE EMPLOYED BY THE CONTRACTOR, EITHER DIRECTLY OR BY INDEPENDENT CONTRACT.

THE CONTRACTOR, AT CONTRACTOR'S OWN EXPENSE, COST, AND RISK SHALL DEFEND ANY AND ALL ACTIONS, SUITS, OR OTHER PROCEEDINGS THAT MAY BE BROUGHT OR INSTITUTED AGAINST THE SCHOOL DISTRICT, THE OWNER, ITS GOVERNING BOARD, OFFICERS, AGENTS OR EMPLOYEES, AND CONSULTANT(S), ON ANY SUCH CLAIM, DEMAND OR LIABILITY, AND SHALL PAY OR SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE OWNER, ITS GOVERNING BOARD, OFFICERS, AGENTS OR EMPLOYEES IN ANY ACTION, SUIT OR OTHER PROCEEDINGS AS A RESULT THEREOF.

CONTRACTOR SHALL TAKE OUT, PRIOR TO COMMENCING THE WORK, AND MAINTAIN, DURING THE LIFE OF THIS CONTRACT, AND SHALL REQUIRE ALL SUBCONTRACTORS, IF ANY, WHETHER PRIMARY OR SECONDARY, TO TAKE OUT AND MAINTAIN:

COMPREHENSIVE GENERAL LIABILITY INSURANCE FOR INJURIES
INCLUDING ACCIDENTAL DEATH, TO ANY ONE
PERSON IN AN AMOUNT NOT LESS THAN \$1,000,000.00
AND
SUBJECT TO THE SAME LIMIT FOR EACH
PERSON ON ACCOUNT OF ONE ACCIDENT,
IN AN AMOUNT NOT LESS THAN \$1,000,000.00

AND

PROPERTY DAMAGE INSURANCE
IN AN AMOUNT NOT LESS THAN \$1,000,000.00

NOTE: THE SCHOOL DISTRICT, THEIR AGENTS, EMPLOYEES, AND CONSULTANTS, SHALL BE LISTED AS ADDITIONAL INSURED.
CONTRACTOR SHALL SUBMIT SIX ORIGINAL CERTIFICATES TO THE OWNER

COURSE OF CONSTRUCTION INSURANCE BY OWNER

NOTE: THE OWNER'S COURSE OF CONSTRUCTION INSURANCE WILL COVER ONLY ITEMS INCORPORATED INTO THE IMPROVEMENTS OR MATERIALS SUITABLY STORED ON-SITE.

INSURANCE COVERING SPECIAL HAZARDS: THE FOLLOWING SPECIAL HAZARDS SHALL BE COVERED BY RIDER OR RIDERS TO ABOVE-MENTIONED COMPREHENSIVE GENERAL LIABILITY INSURANCE OR PROPERTY DAMAGE INSURANCE POLICY OR POLICIES OF INSURANCE, OR BY SPECIAL POLICIES OF INSURANCE IN AMOUNTS AS FOLLOWS:

AUTOMOTIVE AND TRUCK WHERE OPERATED IN AMOUNTS AS ABOVE

MATERIAL HOIST WHERE USED IN AMOUNTS AS ABOVE

PUBLIC CONTRACT CODE SECTION 22300 PERMITS THE SUBSTITUTION OF SECURITIES FOR ANY MONIES WITHHELD BY A PUBLIC AGENCY TO ENSURE PERFORMANCE UNDER A CONTRACT. AT THE REQUEST AND EXPENSE OF THE CONTRACTOR, SECURITIES EQUIVALENT TO THE AMOUNT WITHHELD SHALL BE DEPOSITED WITH THE PUBLIC AGENCY, OR WITH A STATE OR FEDERALLY CHARTERED BANK IN CALIFORNIA AS THE ESCROW AGENT, WHO SHALL THEN PAY SUCH MONIES TO THE CONTRACTOR. THE DISTRICT RETAINS THE SOLE DISCRETION TO APPROVE THE BANK SELECTED BY THE CONTRACTOR TO SERVE AS ESCROW AGENT. UPON SATISFACTORY COMPLETION OF THE CONTRACT, THE SECURITIES SHALL BE RETURNED TO THE CONTRACTOR. SECURITIES ELIGIBLE FOR INVESTMENT SHALL INCLUDE THOSE LISTED IN GOVERNMENT CODE SECTION 16430 OR BANK OR SAVINGS AND LOAN CERTIFICATES OF DEPOSIT. THE CONTRACTOR SHALL BE THE BENEFICIAL OWNER OF ANY SECURITIES SUBSTITUTED FOR MONIES WITHHELD AND SHALL RECEIVE ANY INTEREST THEREON.

IN THE ALTERNATIVE, UNDER SECTION 22300, THE CONTRACTOR MAY REQUEST OWNER TO MAKE PAYMENT OF EARNED RETENTIONS DIRECTLY TO THE ESCROW AGENT AT THE EXPENSE OF THE CONTRACTOR. ALSO AT THE CONTRACTOR'S EXPENSE, THE CONTRACTOR MAY DIRECT INVESTMENT OF THE PAYMENTS IN SECURITIES, AND THE CONTRACTOR SHALL RECEIVE INTEREST EARNED ON SUCH INVESTMENT UPON THE SAME CONDITIONS AS PROVIDED FOR SECURITIES DEPOSITED BY CONTRACTOR. UPON SATISFACTORY COMPLETION OF THE CONTRACT, CONTRACTOR SHALL RECEIVE FROM THE ESCROW AGENT ALL SECURITIES, INTEREST AND PAYMENTS RECEIVED BY ESCROW AGENT FROM OWNER PURSUANT TO THE TERMS OF SECTION 22300. CONTRACTOR SHALL PAY TO EACH SUBCONTRACTOR, NOT LATER THAN 20 DAYS AFTER RECEIPT OF SUCH PAYMENT, THE RESPECTIVE AMOUNT OF INTEREST EARNED, NET OF COSTS ATTRIBUTED TO RETENTION WITHHELD FROM EACH SUBCONTRACTOR, ON THE AMOUNT OF RETENTION WITHHELD TO INSURE PERFORMANCE OF THE CONTRACTOR.

IF CONTRACTOR IS A CORPORATION, THE UNDERSIGNED HEREBY REPRESENTS AND WARRANTS THAT THE CORPORATION IS DULY INCORPORATED AND IN GOOD STANDING IN THE STATE OF David Ngo, AND THAT California, WHOSE TITLE IS Sr. Vice President, IS AUTHORIZED TO ACT FOR AND BIND THE CORPORATION.

EACH AND EVERY PROVISION OF LAW AND CLAUSE REQUIRED BY LAW TO BE INSERTED IN THIS AGREEMENT SHALL BE DEEMED TO BE INSERTED HEREIN AND THE AGREEMENT SHALL BE READ AND ENFORCED AS THOUGH IT WERE INCLUDED HEREIN, AND IF THROUGH MISTAKE OR OTHERWISE ANY SUCH PROVISION IS NOT INSERTED, OR IS NOT CURRENTLY INSERTED, THEN UPON APPLICATION OF EITHER PARTY THE AGREEMENT SHALL FORTHWITH BE PHYSICALLY AMENDED TO MAKE SUCH INSERTION OR CORRECTION.

THE COMPLETE CONTRACT, AS SET FORTH IN PARAGRAPH 1 OF THIS AGREEMENT, CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES. NO OTHER AGREEMENTS, ORAL OR WRITTEN, PERTAINING TO THE WORK TO BE PERFORMED, EXISTS BETWEEN THE PARTIES. THIS AGREEMENT CAN BE MODIFIED ONLY BY AN AMENDMENT IN WRITING, SIGNED BY BOTH PARTIES AND PURSUANT TO ACTION OF THE GOVERNING BOARD.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED.

OWNER:

BY: LAGUNA BEACH UNIFIED SCHOOL DISTRICT

SIGNATURE

DATE

PRINT NAME

TITLE

DATE

CONTRACTOR:

BY: AAA Network Solutions, Inc.

SIGNATURE

03/08/19

DATE

David Ngo

PRINT NAME

Sr. Vice President

TITLE

938689

EXPIRES: 10/31/19

CONTRACTOR'S LICENSE NUMBER

1000000242

Public Works Contractor's Registration No

N/A

TAX ID/SOCIAL SECURITY NUMBER

(CORPORATE SEAL IF CONTRACTOR IS INCORPORATED)

16 - PRIME CONTRACTOR AGREEMENT

PROJECT: 0170-18C.1 STRUCTURED CABLING
OWNER: LAGUNA BEACH UNIFIED SCHOOL DISTRICT

THIS AGREEMENT, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, IS BY AND BETWEEN LAGUNA BEACH UNIFIED SCHOOL DISTRICT, (HEREINAFTER REFERRED TO AS "OWNER"), AND AAA Network Solutions, Inc., HEREINAFTER REFERRED TO AS "CONTRACTOR") FOR THE PROJECT KNOWN AS 0170-18C.1 - STRUCTURED CABLING

THE OWNER AND THE CONTRACTOR, FOR THE CONSIDERATION STATED HEREIN, AGREE AS FOLLOWS:

THE COMPLETE CONTRACT INCLUDES ALL OF THE PROJECT DOCUMENTS, INCLUDING THE NOTICE CALLING FOR BIDS, INFORMATION FOR BIDDERS, BID FORM, DESIGNATION OF SUBCONTRACTORS, WORKERS' COMPENSATION CERTIFICATE, FAITHFUL PERFORMANCE BOND, PAYMENT BOND, CHANGE ORDERS, SHOP DRAWING TRANSMITTALS, INFORMATION REQUIRED OF BIDDER, IF ANY, NON-COLLUSION AFFIDAVIT, INSURANCE CERTIFICATES, GUARANTEES, CONTRACTOR'S CERTIFICATE REGARDING NON-ASBESTOS CONTAINING MATERIALS, IF ANY, GENERAL CONDITIONS, SUPPLEMENTAL GENERAL CONDITIONS, SPECIAL CONDITIONS, IF ANY, PLANS, DRAWINGS, SPECIFICATIONS, THIS AGREEMENT, AND ALL MODIFICATIONS, ADDENDA AND AMENDMENTS THERETO, BY THIS REFERENCE INCORPORATED HEREIN. THE PROJECT DOCUMENTS ARE COMPLEMENTARY, AND WHAT IS CALLED FOR BY ANY ONE SHALL BE AS BINDING AS IF CALLED FOR BY ALL.

CONTRACTOR SHALL PERFORM WITHIN THE TIME SET FORTH IN PARAGRAPH 4 OF THIS AGREEMENT EVERYTHING REQUIRED TO BE PERFORMED, AND SHALL PROVIDE AND FURNISH ALL THE LABOR, MATERIALS, NECESSARY TOOLS, EXPENDABLE EQUIPMENT, AND ALL UTILITY AND TRANSPORTATION SERVICES AS DESCRIBED IN THE COMPLETE CONTRACT AND REQUIRED FOR CONSTRUCTION OF:

Structured Cabling for Laguna Beach Unified School District

ALL OF SAID WORK TO BE PERFORMED AND MATERIALS TO BE FURNISHED SHOULD BE COMPLETED IN A GOOD WORKMANLIKE MANNER IN STRICT ACCORDANCE WITH THE PLANS, DRAWINGS, SPECIFICATIONS AND ALL PROVISIONS OF THE COMPLETE CONTRACT AS HEREINABOVE DEFINED. THE CONTRACTOR SHALL BE LIABLE TO THE OWNER FOR ANY DAMAGES ARISING AS A RESULT OF A FAILURE TO FULLY COMPLY WITH THIS OBLIGATION, AND THE CONTRACTOR SHALL NOT BE EXCUSED WITH RESPECT TO ANY FAILURE TO SO COMPLY BY ANY ACT OR OMISSION OF THE ENGINEER OR REPRESENTATIVE OF ANY OF THEM, UNLESS SUCH ACT OR OMISSION ACTUALLY PREVENTS THE CONTRACTOR FROM FULLY COMPLYING WITH THE REQUIREMENTS OF THE PROJECT DOCUMENTS, AND UNLESS THE CONTRACTOR PROTESTS AT THE TIME OF SUCH ALLEGED PREVENTION THAT THE ACT OR OMISSION IS PREVENTING THE CONTRACTOR FROM FULLY COMPLYING WITH THE PROJECT DOCUMENTS. SUCH PROTEST SHALL NOT BE EFFECTIVE UNLESS REDUCED TO WRITING AND FILED WITH THE OWNER WITHIN THREE (3) WORKING DAYS OF THE DATE OF OCCURRENCE OF THE ACT OR OMISSION PREVENTING THE CONTRACTOR FROM FULLY COMPLYING WITH THE PROJECT DOCUMENTS.

OWNER SHALL PAY TO THE CONTRACTOR, AS FULL CONSIDERATION FOR THE FAITHFUL PERFORMANCE OF THE CONTRACT, SUBJECT TO ANY ADDITIONS OR DEDUCTIONS AS PROVIDED IN THE PROJECT DOCUMENTS,

TOTAL SUM OF BASE BID

Three Hundred Five Thousand Nine Hundred Nineteen and 25/100 DOLLARS (\$ 305,919.25).

CONTINGENCY AMOUNT (IF APPLICABLE BY CONTRACTOR FORM 3A)

Thirty Thousand Five Hundred Ninety-One and 92/100 DOLLARS (\$ 30,591.92).

TOTAL SUM OF BASE BID + CONTINGENCY

CONTRACTOR LEAVE BLANK TO BE FILLED IN BY THE OWNER

_____ DOLLARS (\$ _____).

THIS CONTRACT MAY BE RENDERED NULL AND VOID IF THE OWNER DOES NOT RECEIVE IT'S E-RATE FUNDING AND/OR THE IF THE FUNDING PERCENTAGE IS NOT AT THE PERCENTAGE ORIGINALLY ESTIMATED.

SERVICE PROVIDER INVOICE METHOD:

THE CONTRACTOR AGREES TO BILL USAC DIRECTLY FOR THE PORTION OF THIS PROJECT THAT E-RATE/SLD/USAC WILL BE AUTHORIZING FOR THIS PROJECT IF THE PROJECT GETS FUNDED. IN THIS CONTRACT THE OWNER WILL ONLY PAY THE AMOUNT REMAINING AFTER DISCOUNTS ARE APPLIED.

DIRECT AND/OR BEAR REIMBURSEMENT:

SHOULD THE OWNER EXERCISE THE OPTION TO COMMENCE WORK PRIOR TO FUNDING THE CONTRACTOR AGREES TO APPROVE THE RELEASE OF FUNDS WITHIN SEVEN DAYS OF RECEIPT OF REQUEST FROM USAC AS WELL AS AGREES TO INVOICE THE OWNER DIRECTLY.

THIS CONTRACT MAY BE EXTENDED IF MUTUALLY AGREED ON BY BOTH PARTIES IN WRITING FOR A MAXIMUM OF ONE YEAR FOR EACH OCCURRENCE.

CONTRACT EXPIRATION: September 30, 2020

BIDDER AGREES THAT THE CONTINGENCY WILL BE USED FOR ADDS, MOVES AND CHANGES REQUESTED BY THE OWNER DURING THE CONSTRUCTION PROCESS FOR ELIGIBLE SERVICES ONLY. IF THE OWNER DOES NOT REQUEST ADDS, MOVES, OR CHANGES THE CONTINGENCY ALLOTMENT WILL BE GIVEN BACK TO THE E-RATE PROGRAM.

BEFORE SENDING INVOICES TO USAC FOR THE E-RATE PART OF THIS PROJECT, THE CONTRACTOR AGREES TO SEND ALL INVOICES TO THE OWNER FOR THEIR APPROVAL. ONCE IT IS VERIFIED THAT THE WORK IS COMPLETED AND/OR EQUIPMENT IS ON SITE, THE OWNER SHALL APPROVE THE USAC INVOICES.

THE WORK SHALL COMMENCE AFTER RECEIVING THE OWNER'S NOTICE TO PROCEED AND SHALL BE COMPLETED AS NOTED BY THE DATE SPECIFIED IN THE NOTICE TO PROCEED. TIME IS OF THE ESSENCE. WORK IS TO BE COMPLETED AS NOTED IN THE LETTER TO PROCEED. PROJECT DURATION SHALL BE 180 DAYS CALENDAR DAYS. AGREEMENT TERM MAY BE EXTENDED IF MUTUALLY AGREED ON BY BOTH PARTIES IN WRITING.

IN ACCORDANCE WITH GOVERNMENT CODE SECTION 53069.85, FOR EACH CALENDAR DAY COMPLETION IS DELAYED BEYOND THE TIME ALLOWED (SEE ARTICLE 6 OF CM MANUAL), CONTRACTOR AGREES TO FORFEIT AND PAY TO OWNER THE SUM OF **FIVE HUNDRED DOLLARS AND ZERO CENTS (\$500.00)** PER CALENDAR DAY, WHICH SHALL BE DEDUCTED FROM ANY PAYMENTS DUE TO OR TO BECOME DUE TO CONTRACTOR. TIME EXTENSIONS MAY BE GRANTED BY THE OWNER AS PROVIDED IN THE GENERAL CONDITIONS.

IN THE EVENT SAID CONTRACTOR FAILS TO FURNISH TOOLS, EQUIPMENT, OR LABOR IN THE NECESSARY QUANTITY OR QUALITY, OR FAILS TO PROSECUTE THE WORK OR ANY PART THEREOF CONTEMPLATED BY THIS AGREEMENT IN A DILIGENT AND WORKMANLIKE MANNER, THE SUPERINTENDENT OR DESIGNEE SHALL SO CERTIFY TO THE GOVERNING BOARD OF THE OWNER, AND IF THE CONTRACTOR FOR A PERIOD OF TEN (10) CALENDAR DAYS AFTER RECEIPT OF WRITTEN DEMAND FROM OWNER TO DO SO, FAILS TO FURNISH TOOLS, EQUIPMENT, OR LABOR IN THE NECESSARY QUANTITY OR QUALITY, AND TO PROSECUTE SAID WORK AND ALL PARTS THEREOF IN A DILIGENT AND WORKMANLIKE MANNER, OR AFTER COMMENCING TO DO SO WITHIN SAID TEN (10) CALENDAR DAYS, FAILS TO CONTINUE TO DO SO, THEN THE OWNER MAY EXCLUDE THE CONTRACTOR FROM THE PREMISES, OR ANY PORTION THEREOF, AND TAKE POSSESSION OF SAID PREMISES OR ANY PORTION THEREOF, TOGETHER WITH ALL MATERIAL AND EQUIPMENT THEREON, AND MAY COMPLETE THE WORK CONTEMPLATED BY THIS AGREEMENT OR ANY PORTION OF SAID WORK, EITHER BY FURNISHING THE TOOLS, EQUIPMENT, LABOR OR MATERIAL NECESSARY, OR BY LETTING THE UNFINISHED PORTION OF SAID WORK, OR THE PORTION TAKEN OVER BY THE OWNER TO ANOTHER CONTRACTOR, OR BY A COMBINATION OF SUCH METHODS. IN ANY EVENT, THE PROCURING OF THE COMPLETION OF SAID WORK, OR THE PORTION THEREOF TAKEN OVER BY THE OWNER, SHALL BE A CHARGE AGAINST THE CONTRACTOR, AND MAY BE DEDUCTED FROM ANY MONEY DUE OR BECOMING DUE CONTRACTOR FROM THE OWNER, OR THE CONTRACTOR SHALL PAY THE OWNER THE AMOUNT OF SAID CHARGE, OR THE PORTION THEREOF UNSATISFIED. THE SURETIES PROVIDED FOR UNDER THIS AGREEMENT SHALL BECOME LIABLE FOR PAYMENT SHOULD CONTRACTOR FAIL TO PAY IN FULL ANY SAID COST INCURRED BY THE OWNER.

THE CONTRACTOR AGREES TO AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS THE SCHOOL DISTRICT, THE OWNER, ITS GOVERNING BOARD, OFFICERS, AGENTS, EMPLOYEES, AND CONSULTANT(S), 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 PERSONS; (2) INJURY TO, LOSS OR THEFT OF PROPERTY; OR (3) ANY OTHER LOSS, DAMAGE OR EXPENSE ARISING UNDER EITHER (1) OR (2) ABOVE, SUSTAINED BY THE CONTRACTOR UPON OR IN CONNECTION WITH THE WORK CALLED FOR IN THIS PROJECT, EXCEPT FOR LIABILITY RESULTING FROM THE SOLE ACTIVE NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE OWNER.
- (B) ANY INJURY TO OR DEATH OF ANY PERSON(S) OR DAMAGE, LOSS OR THEFT OF ANY PROPERTY CAUSED BY ANY ACT, NEGLIGENCE, 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 WORK COVERED BY THIS AGREEMENT, WHETHER SAID INJURY OR DAMAGE OCCURS EITHER ON

OR OFF OWNER'S PROPERTY, IF THE LIABILITY AROSE THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANYONE EMPLOYED BY THE CONTRACTOR, EITHER DIRECTLY OR BY INDEPENDENT CONTRACT.

THE CONTRACTOR, AT CONTRACTOR'S OWN EXPENSE, COST, AND RISK SHALL DEFEND ANY AND ALL ACTIONS, SUITS, OR OTHER PROCEEDINGS THAT MAY BE BROUGHT OR INSTITUTED AGAINST THE SCHOOL DISTRICT, THE OWNER, ITS GOVERNING BOARD, OFFICERS, AGENTS OR EMPLOYEES, AND CONSULTANT(S), ON ANY SUCH CLAIM, DEMAND OR LIABILITY, AND SHALL PAY OR SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE OWNER, ITS GOVERNING BOARD, OFFICERS, AGENTS OR EMPLOYEES IN ANY ACTION, SUIT OR OTHER PROCEEDINGS AS A RESULT THEREOF.

CONTRACTOR SHALL TAKE OUT, PRIOR TO COMMENCING THE WORK, AND MAINTAIN, DURING THE LIFE OF THIS CONTRACT, AND SHALL REQUIRE ALL SUBCONTRACTORS, IF ANY, WHETHER PRIMARY OR SECONDARY, TO TAKE OUT AND MAINTAIN:

COMPREHENSIVE GENERAL LIABILITY INSURANCE FOR INJURIES
INCLUDING ACCIDENTAL DEATH, TO ANY ONE
PERSON IN AN AMOUNT NOT LESS THAN \$1,000,000.00
AND
SUBJECT TO THE SAME LIMIT FOR EACH
PERSON ON ACCOUNT OF ONE ACCIDENT,
IN AN AMOUNT NOT LESS THAN \$1,000,000.00

AND

PROPERTY DAMAGE INSURANCE
IN AN AMOUNT NOT LESS THAN \$1,000,000.00

NOTE: THE SCHOOL DISTRICT, THEIR AGENTS, EMPLOYEES, AND CONSULTANTS, SHALL BE LISTED AS ADDITIONAL INSURED.
CONTRACTOR SHALL SUBMIT SIX ORIGINAL CERTIFICATES TO THE OWNER

COURSE OF CONSTRUCTION INSURANCE By Owner

NOTE: THE OWNER'S COURSE OF CONSTRUCTION INSURANCE WILL COVER ONLY ITEMS INCORPORATED INTO THE IMPROVEMENTS OR MATERIALS SUITABLY STORED ON-SITE.

INSURANCE COVERING SPECIAL HAZARDS: THE FOLLOWING SPECIAL HAZARDS SHALL BE COVERED BY RIDER OR RIDERS TO ABOVE-MENTIONED COMPREHENSIVE GENERAL LIABILITY INSURANCE OR PROPERTY DAMAGE INSURANCE POLICY OR POLICIES OF INSURANCE, OR BY SPECIAL POLICIES OF INSURANCE IN AMOUNTS AS FOLLOWS:

AUTOMOTIVE AND TRUCK WHERE OPERATED IN AMOUNTS AS ABOVE

MATERIAL HOIST WHERE USED IN AMOUNTS AS ABOVE

PUBLIC CONTRACT CODE SECTION 22300 PERMITS THE SUBSTITUTION OF SECURITIES FOR ANY MONIES WITHHELD BY A PUBLIC AGENCY TO ENSURE PERFORMANCE UNDER A CONTRACT. AT THE REQUEST AND EXPENSE OF THE CONTRACTOR, SECURITIES EQUIVALENT TO THE AMOUNT WITHHELD SHALL BE DEPOSITED WITH THE PUBLIC AGENCY, OR WITH A STATE OR FEDERALLY CHARTERED BANK IN CALIFORNIA AS THE ESCROW AGENT, WHO SHALL THEN PAY SUCH MONIES TO THE CONTRACTOR. THE DISTRICT RETAINS THE SOLE DISCRETION TO APPROVE THE BANK SELECTED BY THE CONTRACTOR TO SERVE AS ESCROW AGENT. UPON SATISFACTORY COMPLETION OF THE CONTRACT, THE SECURITIES SHALL BE RETURNED TO THE CONTRACTOR. SECURITIES ELIGIBLE FOR INVESTMENT SHALL INCLUDE THOSE LISTED IN GOVERNMENT CODE SECTION 16430 OR BANK OR SAVINGS AND LOAN CERTIFICATES OF DEPOSIT. THE CONTRACTOR SHALL BE THE BENEFICIAL OWNER OF ANY SECURITIES SUBSTITUTED FOR MONIES WITHHELD AND SHALL RECEIVE ANY INTEREST THEREON.

IN THE ALTERNATIVE, UNDER SECTION 22300, THE CONTRACTOR MAY REQUEST OWNER TO MAKE PAYMENT OF EARNED RETENTIONS DIRECTLY TO THE ESCROW AGENT AT THE EXPENSE OF THE CONTRACTOR. ALSO AT THE CONTRACTOR'S EXPENSE, THE CONTRACTOR MAY DIRECT INVESTMENT OF THE PAYMENTS IN SECURITIES, AND THE CONTRACTOR SHALL RECEIVE INTEREST EARNED ON SUCH INVESTMENT UPON THE SAME CONDITIONS AS PROVIDED FOR SECURITIES DEPOSITED BY CONTRACTOR. UPON SATISFACTORY COMPLETION OF THE CONTRACT, CONTRACTOR SHALL RECEIVE FROM THE ESCROW AGENT ALL SECURITIES, INTEREST AND PAYMENTS RECEIVED BY ESCROW AGENT FROM OWNER PURSUANT TO THE TERMS OF SECTION 22300. CONTRACTOR SHALL PAY TO EACH SUBCONTRACTOR, NOT LATER THAN 20 DAYS AFTER RECEIPT OF SUCH PAYMENT, THE RESPECTIVE AMOUNT OF INTEREST EARNED, NET OF COSTS ATTRIBUTED TO RETENTION WITHHELD FROM EACH SUBCONTRACTOR, ON THE AMOUNT OF RETENTION WITHHELD TO INSURE PERFORMANCE OF THE CONTRACTOR.

IF CONTRACTOR IS A CORPORATION, THE UNDERSIGNED HEREBY REPRESENTS AND WARRANTS THAT THE CORPORATION IS DULY INCORPORATED AND IN GOOD STANDING IN THE STATE OF David Ngo, AND THAT California, WHOSE TITLE IS Sr. Vice President, IS AUTHORIZED TO ACT FOR AND BIND THE CORPORATION.

EACH AND EVERY PROVISION OF LAW AND CLAUSE REQUIRED BY LAW TO BE INSERTED IN THIS AGREEMENT SHALL BE DEEMED TO BE INSERTED HEREIN AND THE AGREEMENT SHALL BE READ AND ENFORCED AS THOUGH IT WERE INCLUDED HEREIN, AND IF THROUGH MISTAKE OR OTHERWISE ANY SUCH PROVISION IS NOT INSERTED, OR IS NOT CURRENTLY INSERTED, THEN UPON APPLICATION OF EITHER PARTY THE AGREEMENT SHALL FORTHWITH BE PHYSICALLY AMENDED TO MAKE SUCH INSERTION OR CORRECTION.

THE COMPLETE CONTRACT, AS SET FORTH IN PARAGRAPH 1 OF THIS AGREEMENT, CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES. NO OTHER AGREEMENTS, ORAL OR WRITTEN, PERTAINING TO THE WORK TO BE PERFORMED, EXISTS BETWEEN THE PARTIES. THIS AGREEMENT CAN BE MODIFIED ONLY BY AN AMENDMENT IN WRITING, SIGNED BY BOTH PARTIES AND PURSUANT TO ACTION OF THE GOVERNING BOARD.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED.

OWNER:

By: LAGUNA BEACH UNIFIED SCHOOL DISTRICT

SIGNATURE

DATE

PRINT NAME

TITLE

DATE

CONTRACTOR:

By: AAA Network Solutions, Inc.

SIGNATURE

03/08/19

DATE

David Ngo

PRINT NAME

Sr. Vice President

TITLE

938689 EXPIRES: 10/31/19

CONTRACTOR'S LICENSE NUMBER

1000000242

Public Works Contractor's Registration No

N/A

TAX ID/SOCIAL SECURITY NUMBER

(CORPORATE SEAL IF CONTRACTOR IS INCORPORATED)



www.aaansi.com
8401 Page Street, Buena Park, CA 90621
(714) 484-2711 Phone • (714) 484-2994 Fax

*Meet customer's needs, **expectations**, and budget!*

Company's Other Documentation



AAASOLA-01

CMOUNTZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 735 Carnegie Dr Ste 200 San Bernardino, CA 92408		CONTACT Christina M Mountz NAME: PHONE (A/C, No, Ext): (909) 886-9861 FAX (A/C, No): (909) 886-2013 E-MAIL Address: cmountz@alliant.com		
INSURED AAA Network Solutions Inc. 8401 Page St Buena Park, CA 90621-3818		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Travelers Indemnity Company of Connecticut		25682
		INSURER B : Travelers Property Casualty Company of America		25674
		INSURER C : Houston Casualty Company		42374
		INSURER D :		
		INSURER E :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 PD Ded/Occ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			DT22-CO-7K06378A -TCT-18	05/15/2018	05/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL GENERAL AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$1,000 Comp Ded <input checked="" type="checkbox"/> \$1,000 Coll Ded			BA-7K06378A-18-CNS	05/15/2018	05/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-8K869192-18-26	05/15/2018	05/15/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-7K06378A -18-26-G	05/15/2018	05/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liabili			TBD	05/15/2018	05/15/2019	Each Occ/Agg 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance

CERTIFICATE HOLDER

CANCELLATION

AAA Network Solutions Inc
8401 Page St
Buena Park, CA 90621

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Reference
SPIN and BEAR Contact Search Results

Guidance on determining if a company is eligible to provide telecommunications services:

Form 499 Filer column indicates "Y":

- This service provider has successfully filed a Form 499 with USAC. Telecommunications providers with a "Y" are eligible to provide Telecommunications Services and Internet service providers with a "Y" are eligible to provide Interconnected Voice over Internet Protocol (VoIP) services.

All other designations:

- Some service providers that do not have a "Y" designation are eligible to provide Telecommunications Services because they meet certain conditions and are exempt from filing a Form 499. You can contact the Client Service Bureau to determine if the company has met those conditions.

Form 499 Filer column indicates "X":

- This service provider has been researched by USAC and is **not** eligible to provide Telecommunications Services.

Form 499 Filer column indicates "Z":

- This service provider is currently being researched by USAC to determine if it is eligible to provide Telecommunications Services.

Form 499 Filer column is blank:

- This service provider has not been researched and its status is unverified.

Applicants are reminded that they should confirm this and all other information with the service provider.

Page 1 of 1
Results 1 - 1 of 1

SPIN	Service Provider Name	Doing Business As	Contact Name	Contact Address	Contact Phone	Form 499 Filer	SPAC Filed
143033956	AAA Network Solutions, Inc.		Kelth Hippard	8401 Page Street , Buena Park, CA 90621	714484-2711		2009 2010 2011 2012 2013 2014 2015 2016 2017 2018

New Search Done

Questions about the SLD Program? Call our Client Service Bureau at (888) 203-6100.

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FCC Registration

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Displaying Records 1 (of 1)

<u>FRN</u>	<u>Registrant</u>	<u>Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Country</u>	<u>RegDate</u>
0020378535	AAA Network Solutions, Inc.	Ngo, Mr. David	8401 Page Street	Buena Park	CA	90621	United States	12/03/2010

[REFINE SEARCH](#)

Customer Service

[Frequently Asked Questions](#)

[Forms Requiring an FRN](#)

[Privacy Statement](#)

[FCC Home Page](#)

FRN Help Line: 877-480-3201 (Mon.-Fri. 8 a.m.-6 p.m. ET).

The FRN Help desk has a dedicated staff of customer service representatives standing by to answer your questions or concerns.

You can also submit a help request at <https://www.fcc.gov/wireless/available-support-services>.



Red Light Display System (RLDS)

Red Light Display System

[FCC](#) | [Fees](#) | Red Light Display System

< [FCC Site Map](#)

Logged in as FRN: AAA Network Solutions, Inc. (0020378535) [\[Log Out\]](#)

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2/4/2019 2:11 PM

Current Status of 0020378535

STATUS: Green

You have no delinquent bills which would restrict you from doing business with the FCC.

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 02/04/2019 at 6:36 AM; it is updated once each business day at about 7 a.m., ET.

Customer Service

[Red Light Help](#)

[FCC Debt Collection](#)

[FCC Fees](#)

[Web Policies](#) / [Privacy Policy](#)

Red Light Display System Help Line: (877) 480-3201, option 6; TTY (202) 414-1255 (Mon.-Fri. 8 a.m.-6:00 p.m. ET)

Red Light Display System has a dedicated staff of customer service representatives standing by to answer your questions or concerns. You can email us at aringuies@fcc.gov or fax us at (202) 418-7869.



March 13, 2019

Dear Customer:

The following is the proof-of-delivery for tracking number **774687426802**.

Delivery Information:

Status:	Delivered	Delivered to:	Receptionist/Front Desk
Signed for by:	C.CAMBELL	Delivery location:	BAKERSFIELD, CA
Service type:	FedEx Priority Overnight	Delivery date:	Mar 13, 2019 09:42
Special Handling:	Deliver Weekday		

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

Shipping Information:

Tracking number:	774687426802	Ship date:	Mar 12, 2019
		Weight:	2.0 lbs/0.9 kg

Recipient:
BAKERSFIELD, CA US

Shipper:
Buena Park, CA US

Reference

Project 0170-18C.1

Thank you for choosing FedEx.

MAIA

Laguna Beach Unified School District

27. ACTION

March 26, 2019

Approval: Agreement for Internet Services from Cox Business Services to Provide Internet Access to District Office

Proposal

Staff proposes the Board of Education approve the internet services agreement with Cox Business Services for a term of three years followed by two optional one-year terms.

Background

Currently, the district uses Cox Business as a provider of internet service. The existing contract is coming to an end. ERATE requires that services are bid and Board approved in order to receive discounts of up to 40% from the federal government. District staff posted an RFP on January 28, 2019, and received two bids. Based on pricing and past experience, Cox was selected as the winner.

Budget Impact

The initial three-year term is a yearly cost of \$21,600. This agreement allows for two optional one-year terms at \$21,600 per year. The total cost for the life of the contract is \$108,000. ERATE federal funding has provided a 40% discount rate on this service. Funds have been allocated in the technology budget for the 2019/20 school year.

Recommended Action

Staff recommends the Board of Education approve the agreement with Cox Business Services.



Cox Account Rep:	Debbie Glenny - 15382	Cox System Address:
Phone Number:	949-546-2309	27121 Towne Centre Dr
Fax Number:	877-873-0942	Foothill Ranch, CA 92610

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	LBUSD/LAGUNA BEACH UNIFIED SCHOOL DISTRICT	Full Name:	Michael Morrison
Street Address:	550 BLUMONT ST, C IT	Billing Contact:	Ryan Hertzling
City/State/Zip:	LAGUNA BEACH, CA - 92651	Fax:	
Billing Address:	550 BLUMONT ST	Contact Number:	949-497-7700
City/State/Zip:	LAGUNA BEACH, CA - 92651	Email Address:	mmorrison@lagunabeachschools.org
Cox Account #:	45094801		
Merge Bill:			

Taxes and Fees Not Included						
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
Cox Optical Internet 1 Gbps	0	1	\$1,800.00	36	\$1,800.00	\$0.00
- Additional Features	0		\$0.00		\$0.00	\$0.00
Totals:					\$1,800.00	\$0.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

Special Conditions

Term. Notwithstanding anything to the contrary in this Agreement, Cox and Customer acknowledge that the Initial Term of this Agreement is three (3) year(s) beginning July 1, 2019 and ending June 30, 2022, with two (2) separate one-year renewal terms which may be exercised at any time upon mutual written agreement of the parties. Notwithstanding anything to the contrary contained in this Agreement, the auto renewal provisions set forth in the Service Terms do not apply.

Upgrades. Customer may upgrade the Services or add new locations upon written request to Cox (and subject to Cox's written acceptance) at the listed bandwidth and corresponding prices stated in Exhibit "B". Taxes and fees are additional and will be separately stated on Customer's invoice.

SLA. The Service Legal Agreement attached as Exhibit "C" is incorporated into the Agreement.

Promotion Details

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	Cox Communications California, LLC; Cox California Telcom, LLC
--------------------------------------	---

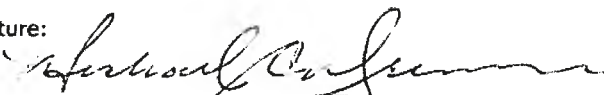
Signature:	Signature: 
Print:	Print: Michael C. Drennen
Title Position:	Title Position: Director of Sales
Date:	Date: 3/8/2019

EXHIBIT A

- 1. E911 Services** FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.
- 2. Service Start Date and Term** The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.
- 3. Termination** Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.
- 4. Payment** Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.
- 5. Service and Installation** Cox shall provide Customer with the Services identified above in the Service Terms and may also provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.
- 6. General Terms** The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.
- 7. LIMITATION OF LIABILITY** IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.
- 8. WARRANTIES** EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVIDED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.
- 9. Public Performance** If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

EXHIBIT B

LBUSD PRICING- Internet Service

Metro E	One Time Charges	MONTHLY RECURRING CHARGE			
ADDRESS		1G	2G	5G	10G
550 Blumont St, C, Laguna Beach, 92653	\$0	\$ 1,800.00	\$ 2,500.00	\$ 5,000.00	\$ 6,500.00



Business[®]
Exhibit C
Cox Optical Internet
Service Level Agreement

I. Scope. This Service Level Agreement ("SLA") is incorporated into the Commercial Services Agreement or Master Services Agreement ("Agreement") by and between d/b/a Cox Business ("Cox") and the Customer identified therein. Cox shall endeavor to meet the performance objectives and service levels set forth in this SLA with respect to the Cox Optical Internet ("COI") services ("Services") provided to the Customer. To qualify for any credits below, Customer must call in to request a credit within thirty (30) calendar days of the applicable event.

A. Network and Service Availability. Network Availability, as it relates to the Services, is defined by Cox as the ability to transmit data from the Cox demarc at the Customer location to a RDC on the Cox IP backbone. Network Availability does not mean the Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors, outside of Cox's control, that can affect an end-to-end connection. The Services shall be available for use by Customer as provided under the Agreement for at least ninety-nine and ninety-nine one-hundredths percent (99.99%) of the time with respect to the on-net portion of the circuit ("Service Availability"). Service Availability with respect to the portion of Services or circuits obtained by Cox from third party carriers, commonly known as "Type II" Service or circuits shall be ninety-nine and nine-tenths percent (99.9%). This parameter is calculated by dividing the number of minutes that the Services are available for Customer's use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the Services due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Service Availability. For example, if the Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Service Availability performance standard.

1. Service Interruption. A Service Interruption or an outage in Services is not a Default under the Agreement, but may entitle Customer to credits as provided in this SLA in the event the Service Availability parameter has not been met. A Service Interruption is a loss of signal to the Customer that results in a disruption of Service. A Service Interruption period begins when Customer makes a Trouble Report to Cox's Network Operations Center ("NOC") under the methods and procedures set forth in Section II of this SLA and ends when Cox restores the Services to Customer.

2. Service Interruption Credits. A Credit Allowance will be given in any month during the term of the Agreement when there is a Service Interruption that qualifies for a credit allowance. The amount of the Credit Allowance, as a percentage of the monthly recurring charge ("MRC") for COI Services, shall be as follows:

<i>Services Interruption Length</i>	<i>Credit</i>
≥ 30 min. to < 4 hours	5% of MRC
≥ 4 hours to < 8 hours	10% of MRC
≥ 8 hours to < 16 hours	15% of MRC
≥ 16 hours to < 24 hours	20% of MRC
≥ 24 hours	25% of MRC

Service Interruptions due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard.

B. Network Latency. Network Latency, as it relates to Services, is defined by Cox as the round-trip delay for a packet to travel between two Regional Data Centers ("RDCs") on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network. The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level is fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency Service Level are posted at the following location:

http://online.coxbusiness.com/svpn/chs_stats/.

1. Network Latency Credit. If the Cox Network Latency Service Level is greater than fifty (50) Milliseconds in a calendar month, the credit allowance shall consist of 10% off the MRC for COI Services for the applicable month.

C. Data Delivery. Data Delivery Rate, as it relates to Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network. The average monthly packet delivery is measured in percentage of packets delivered per 100 and shall be ninety-nine and nine-tenths percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery.

Network performance statistics and methodology related to the Cox Network Data Delivery Rate Service Level are posted at the following location:

http://online.coxbusiness.com/svpn/chs_stats/.

1. Data Delivery Credit. If the Data Delivery Rate in



a calendar month is less than ninety-nine and nine-tenths percent (99.9%), the credit allowance shall consist of 10% off the MRC for COI Services for the applicable month.

D. Chronic Outage. If three (3) times during a thirty (30) consecutive day period, the Services to the Customer experience a Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage") other than as a result of the causes set forth in Section IV, Customer may terminate affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section I(D). Within thirty (30) days of the occurrence of the 3rd Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the 3rd Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section I(D) until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section I(D), neither party shall have any further rights, obligations, or liabilities to the other party with respect to such circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

II. Trouble Reports. Cox shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report Service troubles, outages or Service Interruptions. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer relating to the Services or the equipment provided by Cox.

A. Service Response and Repair. In the event Cox receives a Trouble Report from Customer, Cox will initiate action to clear the trouble within thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the maximum restoration time is four (4) hours. If the Trouble Report is the result of a fiber optic cable failure, the maximum restoration time is eight (8) hours.

III. Service Installation Intervals.

A. Service Installation and Availability. Cox shall install, provision and make the Services available for Customer's use within ten (10) business days of the installation date communicated by Cox, to the Customer, at the time of contract signing.

1. Installation Credit. Cox shall provide Customer with an Installation Delay Credit if the Services are not available for Customer's use within ten (10) business days of the Committed Service Date communicated by Cox to Customer. In this event, the credit allowance shall consist of 100% off the standard nonrecurring charge ("NRC") billed for COI installation. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing Services to Customer.

2. Exceptions to Installation Delay Credits. Installation Delay Credits shall not be provided for Installation

Delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability of Cox to access Customer's premises due to restrictions by Customer's landlord or property owner; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; or (iv) due to Force Majeure events.

IV. Exceptions to Credit Allowance. Credit Allowances shall not be provided for failure to meet SLAs for Service Availability, Network Latency, Data Delivery, Service Interruptions, or Service Repair: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy (data customers); (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; or (vii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages or (vii) delays in obtaining permits or other approvals from governmental authorities for construction or Services provisioning.

V. Limitations. With respect to all credits under this SLA, no credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined credits for Network Latency and Data Delivery shall not exceed ten percent (10%) of the MRC for COI Services. Furthermore, in any calendar month, customer's combined credits for Network Latency, Data Delivery, or Service Interruptions will be no more than one (1) full MRC for COI Service. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for credit allowances are subject to review and verification by Cox. Cox reserves the right to change or modify the program rules and regulations at any time without notice.

Laguna Beach Unified School District

28. ACTION

March 26, 2019

Approval: Agreement to Purchase a Network Link to Orange County Department of Education for Business and Human Resources Systems

Proposal

Staff proposes the Board of Education authorize staff to enter into an agreement with Cox Business for a network link to Orange County Department of Education. The initial term of three years is followed by two optional one-year terms.

Background

The proposed link is ten times faster than the existing link we have today. Increased speeds are needed for accessing county services such as; Payroll, HR, and technology backup systems.

Budget Impact

Expenditure is accounted for in next years technology budget.
Annual cost is \$23,340. No ERATE discount is available on this service.

Recommended Action

Staff recommends the Board of Education approve the agreement with Cox Business.



Cox Account Rep:	Debbie Glenny - 15382	Cox System Address:
Phone Number:	949-546-2309	27121 Towne Centre Dr
Fax Number:	877-873-0942	Foothill Ranch, CA 92610

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	LBUSD/LAGUNA BEACH UNIFIED SCHOOL DISTRICT	Full Name:	Michael Morrison
Street Address:	200 KALMUS DR	Billing Contact:	Ryan Hertzling
City/State/Zip:	COSTA MESA, CA - 92626	Fax:	
Billing Address:	550 BLUMONT ST	Contact Number:	949-497-7700
City/State/Zip:	LAGUNA BEACH, CA - 92651	Email Address:	mmorrison@lagunabeachschools.org
Cox Account #:			
Merge Bill:			

Taxes and Fees Not Included						
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
Metro E-100Mb UNI Intrastate	0	1	\$389.00	36	\$389.00	\$0.00
- Additional Features	0		\$0.00		\$10.00	\$0.00
Totals:					\$399.00	\$0.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

Special Conditions

Metro Ethernet - 100 Mb

Term. Notwithstanding anything to the contrary in this Agreement, Cox and Customer acknowledge that the Initial Term of this Agreement is three (3) year(s) beginning July 1, 2019 and ending June 30, 2022, with two (2) separate one-year renewal terms which may be exercised at any time upon mutual written agreement of the parties. Notwithstanding anything to the contrary contained in this Agreement, the auto renewal provisions set forth in the Service Terms do not apply.

Upgrades. Customer may upgrade the Services or add new locations upon written request to Cox (and subject to Cox's written acceptance) at the listed bandwidth and corresponding prices stated in Exhibit "B". Taxes and fees are additional and will be separately stated on Customer's invoice.

SLA. The Service Legal Agreement attached as Exhibit "C" is incorporated into the Agreement.

Promotion Details

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/Internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

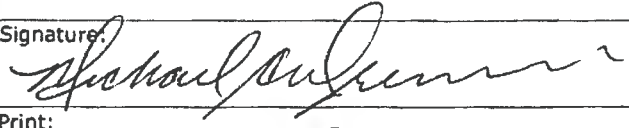
Customer Authorized Signature	Cox Communications California, LLC; Cox California Telcom, LLC
Signature:	Signature: 
Print:	Print: Michael C. Drennen
Title Position:	Title Position: Director of Sales
Date:	Date: 3/14/19

EXHIBIT A

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any

Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

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7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVIDED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.



Cox Account Rep:	Debbie Glenny - 15382	Cox System Address:
Phone Number:	949-546-2309	27121 Towne Centre Dr
Fax Number:	877-873-0942	Foothill Ranch, CA 92610

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	LBUSD/LAGUNA BEACH UNIFIED SCHOOL DISTRICT	Full Name:	Michael Morrison
Street Address:	550 BLUMONT ST, C IT	Billing Contact:	Ryan Hertzog
City/State/Zip:	LAGUNA BEACH, CA - 92651	Fax:	
Billing Address:	550 BLUMONT ST	Contact Number:	949-497-7700
City/State/Zip:	LAGUNA BEACH, CA - 92651	Email Address:	mmorrison@lagunabeachschools.org
Cox Account #:			
Merge Bill:			

Taxes and Fees Not Included						
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
Metro E-100Mb UNI Intrastate	0	1	\$389.00	36	\$389.00	\$0.00
- Additional Features	0		\$0.00		\$10.00	\$0.00
Totals:					\$399.00	\$0.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

Special Conditions

Metro Ethernet - 100 Mb

Term. Notwithstanding anything to the contrary in this Agreement, Cox and Customer acknowledge that the Initial Term of this Agreement is three (3) year(s) beginning July 1, 2019 and ending June 30, 2022, with two (2) separate one-year renewal terms which may be exercised at any time upon mutual written agreement of the parties. Notwithstanding anything to the contrary contained in this Agreement, the auto renewal provisions set forth in the Service Terms do not apply.

Upgrades. Customer may upgrade the Services or add new locations upon written request to Cox (and subject to Cox's written acceptance) at the listed bandwidth and corresponding prices stated in Exhibit "B". Taxes and fees are additional and will be separately stated on Customer's invoice.

SLA. The Service Legal Agreement attached as Exhibit "C" is incorporated into the Agreement.

Promotion Details

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the Interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.


Customer Authorized Signature	Cox Communications California, LLC; Cox California Telcom, LLC
Signature:	Signature: 
Print:	Print: Michael C. Drennen
Title Position:	Title Position: Director of Sales
Date:	Date: 3/14/19

EXHIBIT A

1. **E911 Services** FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

2. **Service Start Date and Term** The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. **Termination** Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. **Payment** Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. **Service and Installation** Cox shall provide Customer with the Services identified above in the Service Terms and may also provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any

Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. **General Terms** The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. **LIMITATION OF LIABILITY** IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. **WARRANTIES** EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVIDED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. **Public Performance** If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

EXHIBIT B
LBUSD PRICING- Data Services

Metro E	One Time	MONTHLY RECURRING CHARGE			
	Charges	10M	100M	500M	1G
ADDRESS					
550 Blumont St, C, Laguna Beach, 92653	\$0	\$ 250.00	\$ 399.00	\$ 750.00	\$ 995.00
200 Kalmus, Costa Mesa, 92626	\$0	\$ 250.00	\$ 399.00	\$ 750.00	\$ 995.00



Exhibit C

Cox Ethernet Services

Metro Ethernet - Fiber

Service Level Agreement

I. **Scope.** This Service Level Agreement ("SLA") is incorporated into the Commercial Services Agreement or Master Services Agreement ("Agreement") by and between d/b/a Cox Business ("Cox") and the Customer identified therein. Cox shall endeavor to meet the performance standards and service levels set forth in this SLA with respect to the Cox Ethernet Services ("Services") provided to the Customer. To qualify for any credits below, Customer must call in to Cox to request a credit within thirty (30) calendar days of the applicable event.

A. **Service Availability.** The Services are delivered via an Ethernet User Network Interface ("Port") and associated Ethernet Virtual Connection(s) ("EVC"). Service Availability is defined by Cox as the ability to send or receive Ethernet Service Frames at a given Port via an associated EVC(s). A Port and associated EVC(s) shall be available for use by Customer with the Services provided under the Agreement at least ninety-nine and ninety-nine one-hundredths percent (99.99%) of the time with respect to the on-net portion of the circuit ("Service Availability"). Service Availability with respect to the portion of Services or circuits obtained by Cox from third party carriers, commonly known as "Type II" Service or circuits shall be ninety-nine and nine-tenths percent (99.9%). This parameter is calculated by dividing the number of minutes a Port and associated EVC(s) is available for Customer's use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the Services due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Service Availability. For example, if a Port and associated EVC(s) experiences an outage for one (1) day due to a Force Majeure event, and otherwise experiences no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Service Availability performance standard.

1. **Service Interruption.** A Service Interruption or an outage in Services is not a Default under the Agreement, but may entitle Customer to credits as provided in this SLA in the event the Service Availability parameter has not been met. A Service Interruption is an interruption of a Port ("Affected Port") or failure of an associated EVC(s) ("Affected EVC") that results in the total disruption of the Services delivered over the Affected Port and Affected EVC ("Outage"). A Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox's Network Operations Center ("NOC") under the methods and procedures set forth in Section II of this SLA and ends when Cox restores the Services to Customer.

2. **Service Interruption Credits.** A Credit Allowance will be applicable in any month during the term of the

Agreement when there is a Service Interruption that qualifies for a credit allowance. The Credit Allowance shall be the applicable credit, identified in the table below, of the monthly recurring charges ("MRC") associated with the Affected Port and EVCs. The Credit Allowance will not include credits for any Ports or associated EVC(s) determined to be in good working order. The amount of the Credit Allowance shall be as follows:

**Cox Ethernet Services - Standard
Metro Ethernet -- Fiber**

Services Interruption Length	Credit
≥ 30 min. to < 4 hours	5% of MRC
≥ 4 hours to < 8 hours	10% of MRC
≥ 8 hours to < 16 hours	15% of MRC
≥ 16 hours to < 24 hours	20% of MRC
≥ 24 hours	25% of MRC

B. **Ethernet Frame Delay.** Ethernet Frame Delay (latency), as it relates to the Services, is defined by Cox as the time elapsed from when the first bit of an Ethernet Service Frame ("ESF") enters the ingress User Network Interface ("UNI") to when the last bit of the same frame leaves the egress UNI. Ethernet Frame Delay shall be ten (10) milliseconds or less, averaged on a monthly basis. The Ethernet Frame Delay performance objective is applicable to ESFs that traverse a single Cox Metro Ethernet Network (up to 150 miles) and are designated as "Real Time Class of Service" traffic per the Cox Metro Ethernet Service specifications. The ESFs must also be "in-profile" (conform to the performance attributes of the Services) at both the ingress and egress UNIs of any given EVC. The measurement of Ethernet Frame Delay excludes any off-net portion of the Service.

C. **Ethernet Frame Delivery Ratio.** Ethernet Frame Delivery Ratio, as it relates to the Services, is defined by Cox as the percentage of Ethernet Service Frames that arrive at an ingress UNI and are successfully delivered to an egress UNI. Ethernet Frame Delivery Ratio shall be at least ninety-nine and nine-tenths percent (99.9%), averaged on a monthly basis. Ethernet Frame Delivery Ratio performance objective is applicable to ESFs that traverse a single Cox Metro Ethernet Network (up to 150 miles) and are designated as "Real Time Class of Service" traffic per the Cox Metro Ethernet Service specifications. The ESFs must also be "in-profile" (conform to the performance attributes of the Services) at both the ingress and egress UNIs of any given EVC. The measurement of Ethernet Frame Delay excludes any off-net portion of the Service.

D. **Ethernet Frame Delay Variation.** Ethernet Frame Delay Variation (jitter), as it relates to the Services, is defined



by Cox as the variation in the delay between a pair of consecutive Ethernet Service Frames. Ethernet Frame Delay Variation shall be 1 millisecond or less, averaged on a monthly basis. Ethernet Frame Delay Variation performance objective is applicable to ESFs that traverse a single Cox Metro Ethernet Network (up to 150 miles) and are designated as "Real Time Class of Service" traffic per the Cox Metro Ethernet Service specifications. The ESFs must also be "in-profile" (conform to the performance attributes of the Services) at both the ingress and egress UNIs of any given EVC. The measurement of Ethernet Frame Delay excludes any off-net portion of the Service.

E. Chronic Outage. If three (3) times during a thirty (30) consecutive day period, a Port or associated EVC(s) experiences a Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage") other than as a result of the causes set forth in Section IV below, Customer may terminate the Affected Port and Affected EVC(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 3. Within thirty (30) days of the occurrence of the 3rd Chronic Outage, Customer shall notify Cox in writing of its election to terminate the Affected Port and Affected EVC(s) and the Affected Port/Affected EVC(s) shall terminate upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the 3rd Chronic Outage, of its intent to terminate, then Customer shall be deemed to have waived its right to terminate the Affected Port and Affected EVC(s) under this Section 3 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 3, neither party shall have any further rights, obligations, or liabilities to the other party, except those accrued through the termination date, and that expressly survive termination of this Agreement.

II. Trouble Reports. Cox shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report Service troubles, outages or Service Interruptions. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer relating to the Services or the equipment provided by Cox.

A. Service Response and Resolution. In the event Cox receives a Trouble Report from Customer, Cox will initiate action to clear the trouble within thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the maximum restoration time is four (4) hours. If the Trouble Report is the result of a fiber optic cable failure, the maximum restoration time is eight (8) hours.

III. Service Installation Intervals.

A. Service Installation and Availability. Cox shall install, provision and make available the Services for Customer's use within ten (10) business days of the Committed Service Date communicated by Cox to Customer. Service availability shall mean that Cox has completed its obligations to

install the Cox equipment and facilities set forth in the Agreement necessary to provide Customer the Services.

1. Installation Credit. Cox shall provide Customer with an Installation Delay Credit if the Services are not available for Customer's use within ten (10) business days of the installation date communicated by Cox, to the Customer, at the time of contract signing. In this event, the credit allowance shall consist of one hundred percent (100%) off the standard nonrecurring charge ("NRC") billed of that portion of the Service which was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing Services to Customer.

2. Exceptions to Installation Delay Credits. Installation Delay Credits shall not be provided for Installation Delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability of Cox to access Customer's premises due to restrictions by Customer's landlord or property owner; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; or (iv) due to Force Majeure events.

IV. Exceptions to Credit Allowance. Credit Allowances shall not be provided for any failures to meet the SLAs specified herein: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy (data customers); (vi) caused by a loss of service or failure of the Customer's internal wiring or other customer equipment; or (vii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; or (vii) delays in obtaining permits or other approvals from governmental authorities for construction or Services provisioning.

V. Limitations. With respect to all credits under this SLA, no credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, customer's combined credits for Service Interruptions will be no more than one MRC for Cox Ethernet Service. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for credit allowances must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the program rules and regulations at any time without notice.

Laguna Beach Unified School District

29. ACTION

March 26, 2019

Approval: Agreement for Network Services from Cox Business for a Term of Three Years with Two Separate One-year Renewal Terms for a Total of up to Five Years

Proposal

Staff proposes the Board of Education authorize staff to enter into an agreement with Cox Business for a network from the District Office to each site. The initial term of three years followed by two optional one-year terms.

Background

School Sites rely on connections to the district office in order to facilitate access to internet and phones. The existing contract is coming to an end. District staff posted an RFP January 28, 2019 and received two bids. Cox was selected as the winner based on cost.

Budget Impact

Federal funding (ERATE) has provided a forty percent discount on this cost. The yearly cost to the district would be \$78,000.

Recommended Action

Staff recommends the Board of Education approve the agreement with Cox Business



Cox Account Rep:	Debbie Glenny - 15382	Cox System Address:
Phone Number:	949-546-2309	27121 Towne Centre Dr
Fax Number:	877-873-0942	Foothill Ranch, CA 92610

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	LBUSD/LAGUNA BEACH UNIFIED SCHOOL DISTRICT	Full Name:	Michael Morrison
Street Address:	550 BLUMONT ST, C IT	Billing Contact:	Ryan Hertzling
City/State/Zip:	LAGUNA BEACH, CA - 92651	Fax:	
Billing Address:	550 BLUMONT ST	Contact Number:	949-497-7700
City/State/Zip:	LAGUNA BEACH, CA - 92651	Email Address:	mmorrison@lagunabeachschools.org
Cox Account #:			
Merge Bill:			

Taxes and Fees Not Included						
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
Metro E-1Gb UNI Intrastate	0	8	\$740.00	36	\$5,920.00	\$0.00
- Additional Features	0		\$0.00		\$80.00	\$0.00
Metro E-HFC 15/15 UNI Intrastate	0	2	\$240.00	36	\$480.00	\$0.00
- Additional Features	0		\$0.00		\$20.00	\$0.00
Totals:					\$6,500.00	\$0.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

Special Conditions

Metro Ethernet - 1G

Term. Notwithstanding anything to the contrary in this Agreement, Cox and Customer acknowledge that the Initial Term of this Agreement is three (3) year(s) beginning July 1, 2019 and ending June 30, 2022, with two (2) separate one-year renewal terms which may be exercised at any time upon mutual written agreement of the parties. Notwithstanding anything to the contrary contained in this Agreement, the auto renewal provisions set forth in the Service Terms do not apply.

Upgrades. Customer may upgrade the Services or add new locations upon written request to Cox (and subject to Cox's written acceptance) at the listed bandwidth and corresponding prices stated in Exhibit "B". Taxes and fees are additional and will be separately stated on Customer's invoice.

SLA. The Service Legal Agreement attached as Exhibit "C" is incorporated into the Agreement.

Promotion Details

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the Interstate/Intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

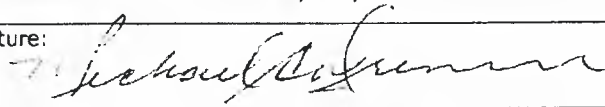
Customer Authorized Signature	Cox Communications California, LLC; Cox California Telcom, LLC
Signature:	Signature: 
Print:	Print: Michael C. Drennen
Title Position:	Title Position: Director of Sales
Date:	Date: 3/8/2019

EXHIBIT A

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://www2.cox.com/business/voice/regulatory.cox>.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any

Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://www2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

EXHIBIT B

LBUSD PRICING- WAN

Metro E		One Time Charges	MONTHLY RECURRING CHARGE- COST PER UNI			
ADDRESS			1G	2G	5G	10G
625 Park Avenue, Laguna Beach, 92653	\$0	\$	750.00	\$ 1,350.00	\$ 2,000.00	\$ 2,800.00
2100 Park Ave, Laguna Beach 92653	\$0	\$	750.00	\$ 1,350.00	\$ 2,000.00	\$ 2,800.00
8681 N. Coast Hwy, Laguna Beach 92653	\$0	\$	750.00	\$ 1,350.00	\$ 2,000.00	\$ 2,800.00
21601 Treetop Lane, Laguna Beach, 92653	\$0	\$	750.00	\$ 1,350.00	\$ 2,000.00	\$ 2,800.00
550 Blumont St, C, Laguna Beach, 92653	\$0	\$	750.00	\$ 1,350.00	\$ 2,000.00	\$ 2,800.00

ADDRESS			15M (coax)	20M (fiber)	50M (fiber)	100M (fiber)
2003 Laguna Canyon Rd, Laguna Beach, 92653	\$0	\$	350.00	\$ 275.00	\$ 350.00	\$ 420.00



Exhibit C

Cox Ethernet Services

Metro Ethernet – Fiber Service Level Agreement

I. Scope. This Service Level Agreement ("SLA") is incorporated into the Commercial Services Agreement or Master Services Agreement ("Agreement") by and between d/b/a Cox Business ("Cox") and the Customer identified therein. Cox shall endeavor to meet the performance standards and service levels set forth in this SLA with respect to the Cox Ethernet Services ("Services") provided to the Customer. To qualify for any credits below, Customer must call in to Cox to request a credit within thirty (30) calendar days of the applicable event.

A. Service Availability. The Services are delivered via an Ethernet User Network Interface ("Port") and associated Ethernet Virtual Connection(s) ("EVC"). Service Availability is defined by Cox as the ability to send or receive Ethernet Service Frames at a given Port via an associated EVC(s). A Port and associated EVC(s) shall be available for use by Customer with the Services provided under the Agreement at least ninety-nine and ninety-nine one-hundredths percent (99.99%) of the time with respect to the on-net portion of the circuit ("Service Availability"). Service Availability with respect to the portion of Services or circuits obtained by Cox from third party carriers, commonly known as "Type II" Service or circuits shall be ninety-nine and nine-tenths percent (99.9%). This parameter is calculated by dividing the number of minutes a Port and associated EVC(s) is available for Customer's use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the Services due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Service Availability. For example, if a Port and associated EVC(s) experiences an outage for one (1) day due to a Force Majeure event, and otherwise experiences no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Service Availability performance standard.

1. Service Interruption. A Service Interruption or an outage in Services is not a Default under the Agreement, but may entitle Customer to credits as provided in this SLA in the event the Service Availability parameter has not been met. A Service Interruption is an interruption of a Port ("Affected Port") or failure of an associated EVC(s) ("Affected EVC") that results in the total disruption of the Services delivered over the Affected Port and Affected EVC ("Outage"). A Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox's Network Operations Center ("NOC") under the methods and procedures set forth in Section II of this SLA and ends when Cox restores the Services to Customer.

2. Service Interruption Credits. A Credit Allowance will be applicable in any month during the term of the Agreement when there is a Service Interruption that qualifies for

a credit allowance. The Credit Allowance shall be the applicable credit, identified in the table below, of the monthly recurring charges ("MRC") associated with the Affected Port and EVCs. The Credit Allowance will not include credits for any Ports or associated EVC(s) determined to be in good working order. The amount of the Credit Allowance shall be as follows:

**Cox Ethernet Services - Standard
Metro Ethernet – Fiber**

Services Interruption Length	Credit
≥ 30 min. to < 4 hours	5% of MRC
≥ 4 hours to < 8 hours	10% of MRC
≥ 8 hours to < 16 hours	15% of MRC
≥ 16 hours to < 24 hours	20% of MRC
≥ 24 hours	25% of MRC

B. Ethernet Frame Delay. Ethernet Frame Delay (latency), as it relates to the Services, is defined by Cox as the time elapsed from when the first bit of an Ethernet Service Frame ("ESF") enters the ingress User Network Interface ("UNI") to when the last bit of the same frame leaves the egress UNI. Ethernet Frame Delay shall be ten (10) milliseconds or less, averaged on a monthly basis. The Ethernet Frame Delay performance objective is applicable to ESFs that traverse a single Cox Metro Ethernet Network (up to 150 miles) and are designated as "Real Time Class of Service" traffic per the Cox Metro Ethernet Service specifications. The ESFs must also be "in-profile" (conform to the performance attributes of the Services) at both the ingress and egress UNIs of any given EVC. The measurement of Ethernet Frame Delay excludes any off-net portion of the Service.

C. Ethernet Frame Delivery Ratio. Ethernet Frame Delivery Ratio, as it relates to the Services, is defined by Cox as the percentage of Ethernet Service Frames that arrive at an ingress UNI and are successfully delivered to an egress UNI. Ethernet Frame Delivery Ratio shall be at least ninety-nine and nine-tenths percent (99.9%), averaged on a monthly basis. Ethernet Frame Delivery Ratio performance objective is applicable to ESFs that traverse a single Cox Metro Ethernet Network (up to 150 miles) and are designated as "Real Time Class of Service" traffic per the Cox Metro Ethernet Service specifications. The ESFs must also be "in-profile" (conform to the performance attributes of the Services) at both the ingress and egress UNIs of any given EVC. The measurement of Ethernet Frame Delay excludes any off-net portion of the Service.

D. Ethernet Frame Delay Variation. Ethernet Frame Delay Variation (jitter), as it relates to the Services, is defined by Cox as the variation in the delay between a pair of consecutive Ethernet Service Frames. Ethernet Frame Delay Variation shall be 1 millisecond or less, averaged on a monthly



basis. Ethernet Frame Delay Variation performance objective is applicable to ESFs that traverse a single Cox Metro Ethernet Network (up to 150 miles) and are designated as "Real Time Class of Service" traffic per the Cox Metro Ethernet Service specifications. The ESFs must also be "in-profile" (conform to the performance attributes of the Services) at both the ingress and egress UNIs of any given EVC. The measurement of Ethernet Frame Delay excludes any off-net portion of the Service.

E. Chronic Outage. If three (3) times during a thirty (30) consecutive day period, a Port or associated EVC(s) experiences a Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage") other than as a result of the causes set forth in Section IV below, Customer may terminate the Affected Port and Affected EVC(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 3. Within thirty (30) days of the occurrence of the 3rd Chronic Outage, Customer shall notify Cox in writing of its election to terminate the Affected Port and Affected EVC(s) and the Affected Port/Affected EVC(s) shall terminate upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the 3rd Chronic Outage, of its intent to terminate, then Customer shall be deemed to have waived its right to terminate the Affected Port and Affected EVC(s) under this Section 3 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 3, neither party shall have any further rights, obligations, or liabilities to the other party, except those accrued through the termination date, and that expressly survive termination of this Agreement.

II. Trouble Reports. Cox shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report Service troubles, outages or Service Interruptions. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer relating to the Services or the equipment provided by Cox.

A. Service Response and Resolution. In the event Cox receives a Trouble Report from Customer, Cox will initiate action to clear the trouble within thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the maximum restoration time is four (4) hours. If the Trouble Report is the result of a fiber optic cable failure, the maximum restoration time is eight (8) hours.

III. Service Installation Intervals.

A. Service Installation and Availability. Cox shall install, provision and make available the Services for Customer's use within ten (10) business days of the Committed Service Date communicated by Cox to Customer. Service availability shall mean that Cox has completed its obligations to install the Cox equipment and facilities set forth in the Agreement necessary to provide Customer the Services.

1. Installation Credit. Cox shall provide Customer with an Installation Delay Credit if the Services are not available for Customer's use within ten (10) business days of the installation date communicated by Cox, to the Customer, at the time of contract signing. In this event, the credit allowance shall consist of one hundred percent (100%) off the standard nonrecurring charge ("NRC") billed of that portion of the Service which was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing Services to Customer.

2. Exceptions to Installation Delay Credits. Installation Delay Credits shall not be provided for Installation Delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability of Cox to access Customer's premises due to restrictions by Customer's landlord or property owner; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; or (iv) due to Force Majeure events.

IV. Exceptions to Credit Allowance. Credit Allowances shall not be provided for any failures to meet the SLAs specified herein: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy (data customers); (vi) caused by a loss of service or failure of the Customer's internal wiring or other customer equipment; or (vii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; or (vii) delays in obtaining permits or other approvals from governmental authorities for construction or Services provisioning.

V. Limitations. With respect to all credits under this SLA, no credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, customer's combined credits for Service Interruptions will be no more than one MRC for Cox Ethernet Service. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for credit allowances must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the program rules and regulations at any time without notice.

Laguna Beach Unified School District

30. ACTION

March 26, 2019

Approval: Agreement for Contracted Services with HdL Coren & Cone to Perform Property Tax Forecasts and Information Services for a Not-to-Exceed Fee of \$8,000

Proposal

Staff proposes the Board of Education approve a contract with HdL Coren & Cone to perform property tax forecasts and information services for a not-to-exceed fee of \$8,000.

Background

Approximately 87% of our district's total revenue each year comes from local property taxes. As the most significant source of revenue, having an accurate projection to rely on for annual budgeting is essential for making sound fiscal decisions and planning purposes. Historically, staff has projected property tax revenues based on averaging the prior years' tax receipts and applying the percentage of growth/decrease to the multi-year revenue assumptions. Last year, staff contracted for one year with MuniServices, LLC to perform property tax forecasting services for a fixed fee of \$5,000. In an effort to further explore property tax forecasting services, staff is recommending contracting with a different consultant, HdL Coren & Cone, to compare services and reports.

Budget Impact

The cost for the proposed services will not exceed \$8,000 and will come from the General Fund.

Recommended Action

Staff recommends the Board of Education approve a contract with HdL Coren & Cone to perform property tax forecasts and information services for a not-to-exceed fee of \$8,000.

**LAGUNA BEACH UNIFIED SCHOOL DISTRICT
PROPERTY TAX BUDGET FORECAST SERVICES**

MARCH 18, 2019



HdL[®] Coren & Cone

March 18, 2019

Raymond Lee, Budget Administrator
Laguna Beach Unified School District
550 Blumont Street
Laguna Beach, California 92651

Dear Mr. Lee,

Re: Property Tax Budget Forecast 1 and 5-year projections

Thank you for your interest in our Property Tax Budget Forecast Services. In response, enclosed is our firm's proposal to provide the budget forecast tool and trending data for the Laguna Beach Unified School District.

Founded in 1992, HdL Coren & Cone (HdLCC) developed the first computer software system in California for tracking property tax revenues for counties, cities, and special districts. The company was the first in the state to go beyond using parcel data for allocation audits by developing specialized reports and models to assist government agencies by using the data for parcel administration, focused economic development strategies and revenue projections. The corporation is owned by its employees and the major stockholders that manage the firm. The staff consists of 12 highly qualified analysts, auditors and information systems technology professionals.

HdLCC currently provides ongoing services to over 225 California agencies. The company maintains annual property tax records for Orange County back to 1992. HdLCC's experienced team has worked with a number of key county staff and is thoroughly familiar with county property tax procedures in California.

Specific advantages that HdLCC possesses to perform the services being sought by the Laguna Beach Unified School District include:

- HdLCC maintains property tax data for 45 California counties, including all agencies in those counties. The size of the database plus a sophisticated computer system uniquely qualifies HdLCC to provide the most comprehensive property tax analysis available in California.
- HdLCC's service team is comprised of individuals with extensive experience in property tax assessment, administration, auditing, economic development and financial

management. All the firms' key personnel have worked in or with public agencies and thoroughly understand their challenges and needs. This ensures prompt and knowledgeable response to inquiries and provides for relevant and timely information.

- HdLCC employs a staff of three full time information technology professionals with expertise in applications development, network design and maintenance, database management and technical support. These staff members continually work on developing and enhancing the firm's technological capabilities.
- All HdLCC staff works from our centrally located headquarters in Brea, California. The decision to operate out of a single location allows the company to minimize overhead costs and thereby lower service fees, maximize coordination of client services, protect the company's substantial databases and allows for immediate response to requests for information or assistance.
- HdLCC will provide the District with the supporting information in the form of trending reports and the methodologies and assumptions used in the preparation of the budget forecast tool provided in this proposal.

We look forward to reviewing this proposal with you in greater detail and demonstrating how these services can benefit the Laguna Beach Unified School District

Sincerely,



Paula Cone, President
pcone@hdlccpropertytax.com

HdL Coren & Cone



714.879.5000 | hdlcompanies.com | Suite 200
Brea, CA 92821

120 S. State College Blvd.
Suite 200
Brea, CA 92821

1. HISTORY AND DESCRIPTION OF COMPANY EXPERIENCE

HdL Coren and Cone (HdLCC) provides property tax management services to over 225 California public agencies. The company consists of a team of seasoned professionals with decades of experience in every aspect of local government including finance, management, auditing, economic development, redevelopment and legislative advocacy. This ensures prompt and knowledgeable response to inquiries and provides for relevant and timely information on issues impacting the City's property tax. HdLCC's specialized computer software, databases and highly trained staff have generated over \$95,000,000 in new revenues for client agencies, \$52.8 million since 2000.

HdLCC was founded in 1992 and developed California's first computerized property tax management program. In addition, the firm provides clients with parcel tax administration and successor agency consulting. HdLCC is a California "S" Corporation which has been serving cities and special districts for 27 years. All HdLCC staff work from our centrally located headquarters in Brea, California. The decision to operate out of a single location allows the company to minimize overhead costs and thereby lower service fees, maximize coordination of client services, protect the company's substantial databases and allows for immediate response to requests for information or assistance.

HdLCC maintains property tax data from 45 California counties, including all cities and successor agency project areas in those counties. Our data resources include 15-25 years of historical data in most counties and the company maintains more than twenty years of annual property tax records for Orange County.

2. SUMMARY OF PROFESSIONAL QUALIFICATIONS

Property taxes in California have evolved into an extremely complex system that requires experience and expertise to fully monitor. There are two broad categories of property (real and personal), three tax rolls (secured, unsecured and state

assessed), and numerous peculiarities such as possessory interest and the distribution of tax revenue from private aircraft. The revenues generated by the property tax system need to be distributed to a myriad of taxing entities including cities, counties, schools, special districts and successor agencies. The company's extensive property tax information systems allow us to perform tax audits and provide information and analysis from a city's property tax data to city staff quickly and accurately.

HdL Coren & Cone is dedicated to helping cities, counties, successor agencies and special districts maximize revenues through allocation audits, financial and economic analysis and provision of related software products. Recognized as the industry leader, the firm has provided property tax audit and information services to several California's largest cities including; Los Angeles, San Diego, Long Beach, Oakland, Stockton and Fresno.

Our management team and staff pride themselves on being highly responsive to client needs and cordial in our contacts with county staff. This philosophy has served our clients and the company well. This is evident by the fact that 83% of our property tax audit and information services clients have been using our services for more than 10 years and 50% of our clients have been under contract for more than 15 years.

KEY STAFF

Paula Cone

Paula Cone is a principal with HdL Coren and Cone, the property tax arm of the HdL Companies, and has over twenty years of municipal experience in finance and city management and 25 years of property tax analysis, local agency interface and audit review experience. She joined the firm in 1990 to oversee the development of the property tax analysis, audit and software elements in use today. She developed the first cost-effective and accurate computer program for identifying,

monitoring, auditing and correcting property tax misallocations. Paula oversees the company's property tax management and auditing division which is also responsible for verifying and correcting jurisdictional and boundary errors. She and her team have identified errors which have resulted in a redistribution of net tax revenues of \$ 52.6 million to client agencies since 2000. The property tax database is also used to verify jurisdictional and boundary errors for sales tax audit purposes.

Ms. Cone earned her bachelor's degree from California State University at Long Beach. She is former Parks and Recreation Director and Assistant City Manager for the City of Lawndale.

David Schey

David has 24 years of experience with HdLCC since joining the firm in 1994. His prior experience includes service as Planning Director, Community Development Director and Deputy Director of Redevelopment as well as having provided development and consulting services to municipal clients. As a principal with HdLCC, David has provided client services in connection with tax allocations bonds; property tax and tax increment issues; tax sharing calculation; and analysis of legislative actions. David has spoken at numerous conferences and seminars sponsored by the California Redevelopment Association and the League of California Cities.

In addition to his professional work in connection with local government, David served for over six years as a member and chairman of both the Planning Commission and Parks and Recreation Commission. Education: Bachelor of Arts, University of California; Los Angeles, California; Bachelor of Arts, California State University; Long Beach, California; Master of Public Administration, University of Southern California; Los Angeles, CA

Nichole Cone

Nichole has 18 years property tax analytical and processing experience, and specializes in understanding the data received from Assessor & Auditor, used for secured and unsecured parcel audits, and property tax analysis

Nichole Cone joined HdL CC in 1992. She oversees the acquisition and processing of county assessor and auditor controller data into HdL CC's database. Preparation and production of property tax reports and client data sets are also under Ms. Cone's direction. She oversees the staff responsible for the HdLCC Comprehensive Annual Financial Report (CAFR) product and fields many of the general day to day client inquiries. Ms. Cone was instrumental in our system redesign which closely mirrors the systems used by counties. Education: Bachelor of Arts, Loyola Marymount University, Los Angeles, California.

Robert Scherer

Robert Scherer joined HdL Coren and Cone in 2004. He is responsible for the acquisition and preparation of County data and is the lead designer of HdLCC's property tax analytical reports system. Mr. Scherer earned his bachelor's degree in Business Administration, Computer Information Systems from California State Polytechnic University, Pomona, California.

3. EVIDENCE OF RESOURCES AND EXPERTISE REQUIRED

Using HdLCC's custom software, a data set of all parcels in the District will be established. This data is prepared from the Orange County Lien Date Rolls that is purchased annually in July. HdLCC updates the original County roll with any transfers in ownership, which have occurred between the lien date and the current month and updates the ownership information (name and mailing address), date of transfer, sale price, and document (deed) number monthly.

4. SCOPE OF SERVICES

The CONTRACTOR shall perform all the following duties as part of the Base Services provided hereunder, unless otherwise specified in writing by the Contract Officer:

District Limited Package

- a) CONTRACTOR shall prepare a dataset of all properties included within the District's borders as designated by tax rate area by the County of Orange auditor's office.
- b) CONTRACTOR shall reconcile the annual auditor-controller assessed valuations report to the assessor's lien date rolls to ensure that the prior year values enrolled are accurate prior to the development of forecasting models.
- c) CONTRACTOR shall develop historical trending reports involving taxable assessed values for the DISTRICT, median and average sales prices of historical property sales, Proposition 8 reductions and value restoration since the "Great Recession", and related economic trends including new construction additions to be used in forecasting future revenue streams for the upcoming fiscal year.
- d) Preparation of a single year and 5-year projection for general fund revenue estimate for upcoming fiscal years shall be completed.
- e) The methodology and assumptions involved in each of the forecast projections will be provided for discussion.
- f) CONTRACTOR shall be available for a conference call to review the forecast tools and to provide input to modifications being considered by the District.

REPORTS INCLUDED:

The CONTRACTOR will provide the following reports as documentation of the assumptions made in the budget projections:

- A five-year history of the values within the District;
- A summary of property transfers of ownership which occurred during the previous 5 years for trending;
- Average and Median single-family sale price history for past 15 years
- A historical review of new construction and a forecast projection of the amounts to be considered as an increase to value in future tax years.
- Potential Proposition 8 value restoration report. This report calculates potential reinstatement of previous Assessor applied Prop 8 reductions based on median sale price data and numbers of transactions in the most recent calendar year as factored against the trended Prop 13 value of all properties previously reduced.
- One and five-year budget projections for the city general fund and special districts. This report is interactive for tax modeling.

5. TIME LINE

Assessment rolls are received in a July-August time frame each year

Forecast Tools, Budget Projections are available in February Annually. The single year reports are prepared and emailed the first week in February with the 5-year forecast is emailed no later than the 3rd week in February.

6. PROPOSED CONTRACT FEE FOR SERVICES

Based on the number of parcels within Laguna Beach Unified School District, (15,301), our standard annual fee for the Budget Forecasting Service is \$7,200 per year.

Work that is requested by the District that is beyond the scope of services outlined in this proposal shall be charged on a time and material basis. No work shall be performed without prior written approval of the District. Fees for these services are as follows:

Partner	\$225 per hour
Principal	\$195 per hour
Programmer	\$175 per hour
Associate	\$150 per hour
Senior Analyst	\$100 per hour
Analyst	\$ 65 per hour
Administrative	\$ 45 per hour

Hourly rates are exclusive of expenses. Expenses, reasonable travel and lodging fees are billed at 1.15 times actual incurred costs.

7. PROPOSED WORK PLAN

The methodology that the company follows in identifying, correcting and recovering property tax errors includes the following:

- | | |
|----------|--|
| Task I | Establishment of County Data Set |
| Task II | Prepare Reports and review forecast tool before delivery |
| Task III | Review with District Staff |

HdL Coren & Cone has ample staff to devote to the tasks required in this request for qualifications. Our knowledgeable staff will be assigned to ensure that the deadlines for deliverables are met and that requests placed by District staff are handled expeditiously.

8. REFERENCES:

Vikki Beatley, Finance Director 562.431.2527 x1311
City of Seal Beach
211 Eighth Street, Seal Beach, CA 90740
Property Tax management and information services provided since 1999.

Keith Neves, Asst. City Manager 949.461-3431
City of Lake Forest
25550 Commercecenter Drive #100, Lake Forest, CA 92630
Property tax management and information services provided since 2007.

Carol Molina-Espinosa, Finance Director 714.536.5674
City of Huntington Beach
2000 Main Street, Huntington Beach, CA 92648
Property tax management and information services provided since 1991.

Gigi Decavilles-Hughes, Finance Director 310.458.8281
City of Santa Monica
1685 Main Street, Santa Monica, CA 90401
Property tax management and information services provided since 1997.

Dan Matusiewicz, Finance Director 949.644.3123
City of Newport Beach
100 Civic Center Drive, Newport Beach, CA 92660
Property tax management and information services provided since 2012.



PROPERTY TAX CLIENTS
January 16, 2019

Agency	Client Since	Agency	Client Since	Agency	Client Since
Adelanto	Jul-04	Diamond Bar	Oct-15	Lake Forest	Jul-13
Agoura Hills	Jul-09	Dixon	May-13	Lakewood	Jul-93
Alameda	Jul-09	Downey	Jun-95	Lathrop	Mar-16
Alhambra	Oct-91	Dublin	Apr-95	Lawndale	Nov-95
Aliso Viejo	Jan-08	Eastvale	Feb-13	Lemon Grove	Jul-96
American Canyon	Apr-07	El Cerrito	Apr-10	Live Oak	Feb-11
AVEK Water Agency	Jul-16	El Segundo	Aug-97	Livermore	Dec-92
Arcata	Apr-99	Encinitas	Mar-97	Livingston	Dec-07
Atherton	Apr-12	Eureka	May-99	Lompoc	Dec-18
Avalon	May-14	Fairfield	Dec-94	Long Beach	Oct-01
Azusa	Mar-93	Fontana	Mar-95	Los Alamitos	Aug-05
Baldwin Park	Dec-94	Fortuna	May-99	Los Altos	Jul-14
Barstow	Oct-91	Fountain Valley	Dec-98	Los Altos Hills	Jul-04
Barstow Fire District	Oct-13	Fremont	Jan-97	Manhattan Beach	Dec-96
Beaumont	Jul-97	Garden Grove	Jun-98	Martinez	Feb-09
Bell Gardens	Jul-93	Glendale	Oct-93	Marysville	Apr-15
Bellflower	Apr-95	Glendora	Nov-95	Maywood	May-16
Belmont	Nov-16	Goleta	Nov-14	Menifee	Sep-11
Benicia	Feb-93	Gonzales	Jul-07	Menlo Park	Aug-16
Beverly Hills	Oct-13	Grand Terrace	Oct-17	Mission Viejo	Nov-95
Big Bear Lake	Mar-07	Greenfield	Aug-08	Mojave Water Dsistrict	Sep-11
Blythe	Aug-09	Hawaiian Gardens	Jul-06	Monrovia	Feb-92
Brentwood	Oct-97	Hawthorne	Jul-17	Montclair	Aug-91
Buellton	Jul-00	Hayward	May-15	Montebello	Sep-91
Buena Park	Feb-98	Hemet	Jan-16	Monterey Park	Jan-93
Burbank	Aug-92	Hercules	Nov-14	Moorpark	Jul-95
Calabasas	Jun-94	Hermosa Beach	May-99	Moraga Orinda Fire	Sep-11
Calexico	Mar-15	Holtville	Nov-11	Moreno Valley	Jun-02
Calistoga	Aug-01	Huntington Beach	Dec-91	Moulton Niguel Water	Apr-11
Camarillo	Apr-08	Huntington Park	Dec-91	Mountain View	May-95
Carson	May-92	Huron	Jul-09	National City	Jul-98
Cathedral City	Nov-97	Imperial	Apr-06	Newport Beach	Apr-14
Chico	Dec-94	Imperial Beach	Jan-04	Norco	Nov-94
Chino	Aug-91	Indio	Jul-92	Norwalk	May-96
Chino Valley IFD	Apr-09	Industry	Aug-91	Oakland	Mar-94
Citrus Heights	Apr-97	Inglewood	Feb-92	Oceanside	Aug-08
Claremont	Nov-95	Irvine	Feb-07	Orange	Oct-99
Coachella Valley Water	Sep-13	Irwindale	May-95	Oxnard	Jan-99
Colton	Feb-00	Jurupa Valley	Aug-14	Palmdale	Aug-93
Colusa	Jun-17	King City	Oct-97	Palos Verdes Estates	Jul-97
Commerce	May-94	La Habra	Mar-98	Paramount	Aug-91
Concord	Mar-09	La Habra Heights	Jul-08	Parlier	Dec-15
Coronado	Sep-15	La Mesa	Apr-18	Pasadena	Dec-16
Cotati	May-15	La Mirada	Jul-02	Paso Robles	Aug-01
Covina	Oct-93	La Palma	Apr-98	Pico Rivera	Apr-94
Cudahy	Jan-95	La Puente	Jul-10	Pinole	Sep-99
Culver City	Dec-01	La Quinta	Dec-17	Pismo Beach	Mar-07
Cupertino	Jun-17	La Verne	Jul-91	Placentia	Sep-03
Danville	Sep-04	Lafayette	Jul-17	Pleasant Hill	Jul-08
Desert Hot Springs	Aug-08	Lake Elsinore	Jun-07	Pleasanton	May-97



PROPERTY TAX CLIENTS
January 16, 2019

Agency	Client Since	Agency	Client Since	Agency	Client Since
Port Hueneme	Mar-18	Santa Maria	Feb-00	Western Muni Water Dist.	Feb-11
Rancho Cordova	Jul-16	Santa Monica	Dec-97	Westminster	Apr-94
Rancho Cucamonga	Dec-00	Santa Paula	Jun-07	Whittier	Feb-93
Rancho Mirage	Oct-98	Santee	Feb-05	Yuba City	Feb-98
Rancho Palos Verdes	Mar-16	Seal Beach	Aug-99		
Rancho Santa Margarita	Jun-00	Seaside	Jan-03		
Red Bluff	Aug-07	Sierra Madre	Jun-06		
Redlands	Feb-07	Signal Hill	Dec-95		
Redondo Beach	Jan-92	Simi Valley	May-07		
Rialto	Jun-91	Soledad	Oct-06		
Ridgecrest	Dec-17	South El Monte	May-16		
Rocklin	Feb-05	South Gate	Jan-05		
Rosemead	Jun-07	South Pasadena	Jul-09		
Ross	Aug-13	Stanton	Aug-95		
Sacramento Metro Fire	Dec-11	Stockton	Sep-07		
San Anselmo	Apr-18	Suisun City	Jul-15		
San Bernardino	Oct-10	Sunnyvale	Mar-96		
San Carlos	Jan-93	Taft	Oct-93		
San Clemente	Jul-07	Temecula	Mar-92		
San Dimas	Jun-91	Temple City	Feb-92		
San Fernando	Apr-95	Tracy	Jul-17		
San Jacinto	Aug-91	Tustin	Sep-10		
San Mateo	Sep-10	Union City	Feb-09		
San Pablo	Jul-09	Upland	Jun-91		
San Rafael	Jan-97	Vacaville	Jul-00		
San Ramon	Jul-18	Vallejo	Jan-01		
San Ramon Valley Fire	Jan-14	Vernon	Jul-98		
Sand City	Mar-01	Vista	May-96		
Santa Ana	Mar-17	Watsonville	Aug-18		
Santa Clara	Jun-17	West Covina	Nov-93		
Santa Clarita	Jan-08	West Hollywood	Oct-91		

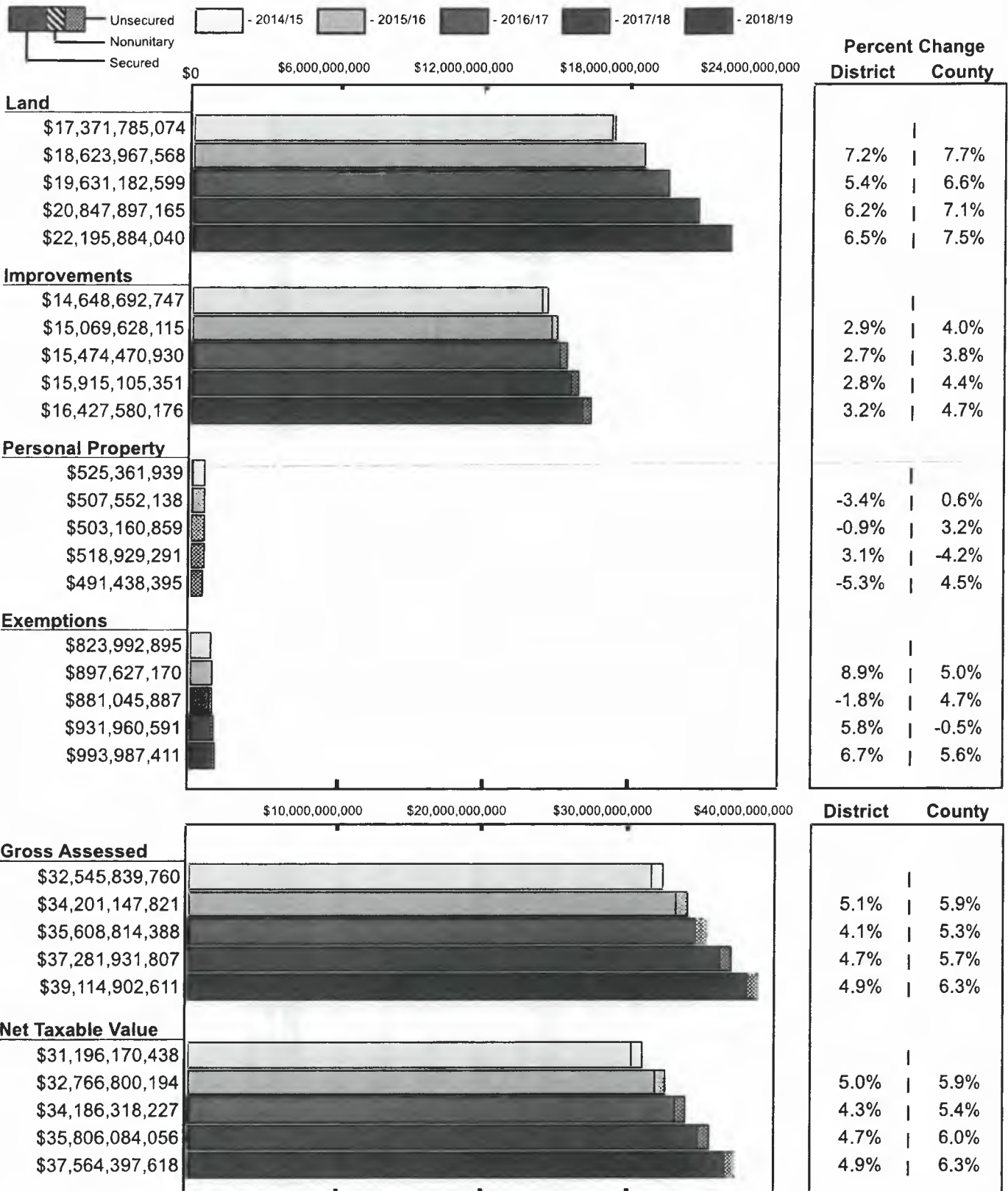
Agency	Client Since
<i>Limited Services</i>	
Escondido	Aug-96
Beach Cities Health	Apr-13
Hesperia	Jul-14
Laguna Woods	Feb-15
East Bay Regional Park District	Jul-17
Fullerton	Jul-10
Yorba Linda	Jul-95

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

SAMPLE REPORTS



SAMPLE DISTRICT 2014/15 TO 2018/19 ASSESSED VALUES





SAMPLE DISTRICT TRANSFER OF OWNERSHIP (2014 - 2018)

Single Family Residential					Multifamily, Commercial, Industrial, Vacant					Totals			
Tax Year	# SFR Sales	Original Values	Sale Price	% Change	Non SFR Sales	Original Values	Sale Price	% Change	Total Sales	Original Values	Sale Values	% Change	\$ Change
ENTIRE DISTRICT <i>Valid Sales Price Analysis</i>													
2018 1/1/18-12/31/18	2,424	\$1,395,638,234	\$1,903,065,652	36.4%	40	\$233,381,654	\$323,590,315	38.7%	2,464	\$1,629,019,888	\$2,226,655,967	36.7%	\$597,636,079
2017 1/1/17-12/31/17	2,859	\$1,589,625,910	\$2,116,643,450	33.2%	38	\$171,494,078	\$270,651,242	57.8%	2,897	\$1,761,119,988	\$2,387,294,692	35.6%	\$626,174,704
2016 1/1/16-12/31/16	2,902	\$1,476,977,185	\$2,000,975,822	35.5%	45	\$302,448,523	\$438,364,500	44.9%	2,947	\$1,779,425,708	\$2,439,340,322	37.1%	\$659,914,614
2015 1/1/15-12/31/15	2,942	\$1,492,194,371	\$1,994,851,770	33.7%	57	\$342,694,629	\$485,876,650	41.8%	2,999	\$1,834,889,000	\$2,480,728,420	35.2%	\$645,839,420
2014 1/1/14-12/31/14	2,613	\$1,237,028,176	\$1,709,453,380	38.2%	58	\$95,788,493	\$157,095,307	64.0%	2,671	\$1,332,816,669	\$1,866,548,687	40.0%	\$533,732,018
DISTRICT NON SA AREA <i>Valid Sales Price Analysis</i>													
2018 1/1/18-12/31/18	2,424	\$1,395,638,234	\$1,903,065,652	36.4%	33	\$183,724,082	\$268,963,815	46.4%	2,457	\$1,579,362,316	\$2,172,029,467	37.5%	\$592,667,151
											<i>Est. Revenue Change:</i>		\$432,433.56
2017 1/1/17-12/31/17	2,859	\$1,589,625,910	\$2,116,643,450	33.2%	34	\$160,568,101	\$257,871,242	60.6%	2,893	\$1,750,194,011	\$2,374,514,692	35.7%	\$624,320,681
											<i>Est. Revenue Change:</i>		\$467,718.64
2016 1/1/16-12/31/16	2,902	\$1,476,977,185	\$2,000,975,822	35.5%	40	\$179,242,438	\$286,910,500	60.1%	2,942	\$1,656,219,623	\$2,287,886,322	38.1%	\$631,666,699
											<i>Est. Revenue Change:</i>		\$464,494.06
2015 1/1/15-12/31/15	2,942	\$1,492,194,371	\$1,994,851,770	33.7%	51	\$307,411,630	\$447,521,650	45.6%	2,993	\$1,799,606,001	\$2,442,373,420	35.7%	\$642,767,419
											<i>Est. Revenue Change:</i>		\$496,182.59
2014 1/1/14-12/31/14	2,613	\$1,237,028,176	\$1,709,453,380	38.2%	55	\$91,934,517	\$151,295,307	64.6%	2,668	\$1,328,962,693	\$1,860,748,687	40.0%	\$531,785,994
											<i>Est. Revenue Change:</i>		\$392,742.02

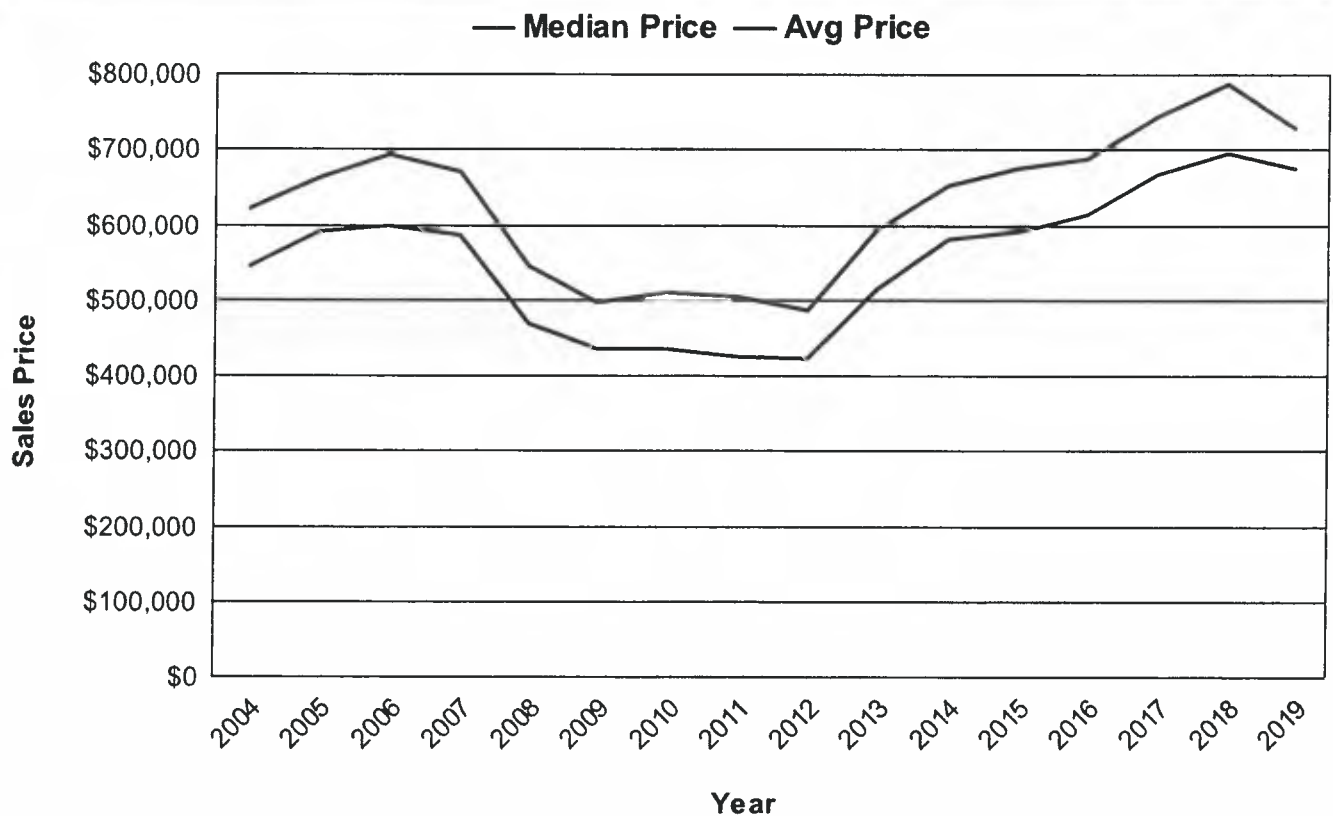
* Sale value is a sum of all Full Value Parcel Sales (Sales not included in the analysis are quitclaim deeds, trust transfers, partial sales, timeshares, and non-reported document number transfers)

^ Revenue reflects all Incremental revenue generated in Successor Project Areas, excluding base year revenue.

SAMPLE DISTRICT SALES VALUE HISTORY

Single Family Residential Full Value Sales (01/01/2004 - 01/31/2019)

Year	Full Value Sales	Average Price	Median Price	Median % Change
2004	4,125	\$621,428	\$545,000	
2005	4,133	\$662,019	\$590,000	8.26%
2006	2,949	\$693,659	\$600,000	1.69%
2007	2,103	\$671,160	\$585,000	-2.50%
2008	2,114	\$544,461	\$469,000	-19.83%
2009	2,332	\$497,341	\$435,000	-7.25%
2010	2,455	\$509,132	\$435,000	0.00%
2011	2,426	\$505,583	\$425,000	-2.30%
2012	3,065	\$486,093	\$422,500	-0.59%
2013	3,001	\$594,129	\$515,000	21.89%
2014	2,672	\$652,772	\$580,000	12.62%
2015	3,012	\$674,742	\$590,000	1.72%
2016	2,964	\$688,765	\$615,000	4.24%
2017	2,885	\$745,077	\$668,500	8.70%
2018	2,438	\$787,489	\$695,000	3.96%
2019	125	\$727,896	\$675,000	-2.88%



*Sales not included in the analysis are quitclaim deeds, trust transfers, timeshares, and partial sales.

Data Source: Orange County Recorder

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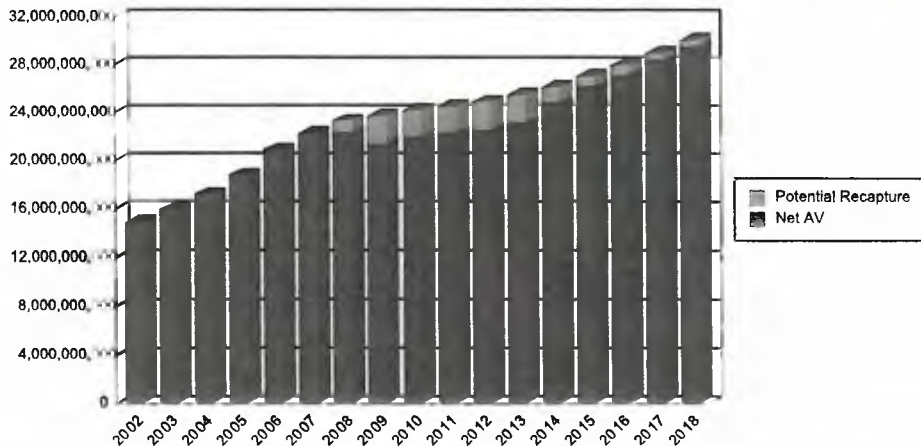
Prepared On 3/18/2019 By PC

PROP 8 POTENTIAL RECAPTURE HISTORY

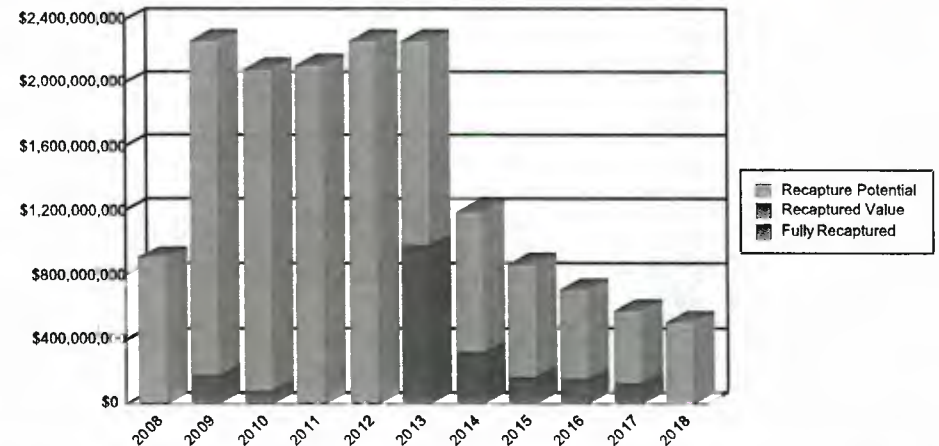
Single Family Residential Parcels

Roll Year	Prop 8 Parcel Count	Real Value of Prop 8 Parcels	Inflation Adjusted Peak Taxable Values	Potential Recapture	% of All Parcels	Prop 8 Parcels that have fully Recaptured	Increase in Real AV Due to full Recaptures	Prop 8 Parcels that have Recaptured Value	Increase in Real AV Due to Recaptures
2008	9,742	6,087,934,302	6,995,766,214	907,831,912	17.6%	110	5,434,776	209	8,403,169
2009	14,664	7,572,657,645	9,844,747,375	2,272,089,730	26.4%	1,123	34,518,391	4,050	180,682,542
2010	13,196	6,860,182,335	8,948,921,395	2,088,739,060	23.8%	374	13,833,046	1,735	79,577,364
2011	14,441	7,452,224,323	9,560,636,148	2,108,411,825	25.9%	23	1,514,150	539	10,719,111
2012	15,792	7,927,178,151	10,193,196,565	2,266,018,414	28.2%	21	2,862,213	131	5,364,600
2013	15,389	7,780,701,460	10,043,645,462	2,262,944,002	27.4%	6,852	281,153,087	14,440	989,156,264
2014	7,944	4,815,627,533	6,004,972,974	1,189,345,441	14.2%	1,361	65,252,693	5,458	326,032,158
2015	5,904	3,953,267,061	4,817,496,366	864,229,305	10.5%	498	27,526,331	3,627	162,269,710
2016	4,959	3,460,565,982	4,171,851,128	711,285,146	8.8%	367	21,780,657	2,429	152,451,338
2017	4,127	3,042,834,041	3,617,275,678	574,441,637	7.4%	331	15,721,755	2,269	124,720,703
2018	3,658	2,864,353,784	3,370,924,966	506,571,182	6.9%				

Totals for Single Family Residential Parcels



Prop 8 History



The report identifies those parcels which have been granted a value reduction and are eligible for further potential of recaptured value per Proposition 8. The reductions were based on market conditions at the time of assessor review. This calculation is derived from historical transfers of ownership, Assessor applied Proposition 8 reductions and trends in the marketplace relative to median and average home sales and is an estimate of the impact of current adjustments to the assessment roll as of the 2018-19 lien date.

The Inflation Adjusted Peak Value is defined as a parcel's highest value after its most recent sale. If a parcel is assessed for a lower value after its most recent sale, then the sales price becomes the peak value. Peak values are inflated annually according to the maximum allowed rate under proposition 13.

The count of Prop 8 Parcels that have recaptured value includes both parcels that have been fully recaptured and are no longer in the Prop 8 Parcel Count as well as parcels that have only recaptured a portion of the Inflation Adjusted Peak Values.

The Proposition 8 potential value recapturing is shown in the Potential Recapture Column and assumes no future sales transactions. As properties transfer ownership they are removed from the Prop 8 Parcel Count

SAMPLE DISTRICT NEW CONSTRUCTION HISTORY

ESTIMATED ANNUAL CONSTRUCTION FROM 2011/12 TO 2018/19

Tax Year	Estimated Parcel Count	Residential New Construction	Non-Residential New Construction	Total New Construction
2011	314	\$28,317,267	\$58,017,990	\$86,335,256
2012	276	\$14,945,955	\$5,516,967	\$20,462,922*
2013	298	\$24,554,769	\$19,769,132	\$44,323,902
2014	659	\$19,630,935	\$27,116,904	\$46,747,839
2015	507	\$29,341,815	\$52,680,966	\$82,022,781
2016	497	\$112,940,065	\$23,754,164	\$136,694,228
2017	459	\$69,140,821	\$56,048,087	\$125,188,909
2018	388	\$154,516,983	\$81,576,306	\$236,093,289*
Average of all Years:				\$97,233,641
Trimmed Average (Excludes Outlying Years*)				\$86,885,486
Estimate @ 75%:				\$65,164,114
Estimate @ 50%:				\$43,442,743
Estimate @ 25%:				\$21,721,371

- Values are from unappealed secured parcels with no prior lien year transfers, and improvement value increases greater than Assessor CPI

- Trimmed average is the average of years where Total New Construction falls within one standard deviation of the average.

Data Source: Orange County Assessor 2018/19 Secured Tax Rolls

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Prepared On 3/18/2019 By **P287**
Page 1

SAMPLE DISTRICT GENERAL FUND REVENUE ESTIMATE

2019-20 Revenue Estimate based on 2018-19 Values and Estimated Changes

	District Revenue	Dist Wide Value Change
<i>Non RDA and BY Values 2018-19</i>	\$36,679,663,802	
<i>District Net Taxable Value 2018-19</i>		\$37,564,397,618
Real Property Value (Incl. Prop 8 parcels)	\$35,963,874,770	\$37,131,436,344
CPI of Non Prop 8 Parcels (2.000%)	\$661,990,420	\$685,341,651
Transfer of Ownership Assessed Value Change	\$592,667,151	\$597,636,079
Est. SFR Prop 8 Adj Based on Recent SFR Price	\$94,085,016	\$94,085,016
2019-20 Estimated Real Property Value	\$37,312,617,356	\$38,508,499,090
Base Year Values	\$339,965,555	<i>Included in AV</i>
Secured Personal Property Value (0.0% growth)	\$12,234,403	\$12,434,853
Unsecured Personal Property Value (0.0% growth)	\$348,122,241	\$414,450,231
Nonunitary Utility Value	\$0	\$0
Enter Completed New Construction		
2019-20 Estimated Net Taxable Value	\$38,012,939,555	\$38,935,384,174
 <i>Estimated Total Percent Change 2019-20</i>	 3.63%	 3.65%
Taxed @ 1%	\$380,129,396	
Aircraft Value	\$46,333	
Average District Share 0.0762450189	\$28,982,973	
Aircraft Rate (.01 * 0.0)	\$0	
Enter Unitary Taxes Budgeted Flat		
Net District Estimate for 2019-20	\$28,982,973	
Enter Suppl. Apportionment Recd. - Avg. 3 Yrs		
Enter Delinquent Apportionment Recd. - Avg. 3 Yrs		

NOTES:

- Estimated Assessor Prop 8 Adjustments: Prop 8 reductions in value are TEMPORARY reductions applied by the assessor that recognize the fact that the current market value of a property has fallen below its trended (Prop 13) assessed value. For 2019-20, properties with prior Prop 8 reductions are not included in the CPI increase. Prop 8 parcel values are projected to be increased, decreased, or projected flat depending on median sale price changes until they are sold and reset per Prop 13.
- Base Year Values Entry: With the dissolution of redevelopment, base year values are unlikely to change and are budgeted flat.
- Secured personal property and unsecured values are projected at 100% of 2018-19 levels. 2018-19 values include unsecured escaped assessments that have a general fund total value of \$41,411,663 and a jurisdiction wide value of \$43,693,451. The value of escaped assessments is generally inconsistent and varies from year to year. Escaped values have been estimated using a 10 year trimmed mean at \$25,944,830 for the general fund and \$37,617,261 for the entire jurisdiction.
- Completed new construction entry: if completed new construction has resulted in a sale of the property it is likely that the new value will appear in the value increase due to transfers of ownership entry and therefore should not be also included in the completed new construction value. Enter the value of new construction completed between Nov. 2017 and Oct. 2018.
- Supplemental and delinquent revenue allocations are pooled countywide and are erratic. They should be budgeted conservatively using historical averages over a minimum of 3 years.
- General Fund Revenue Estimate does not include any ad valorem voter approved debt service revenue.
- The revenue projection assumes 100% payment of taxes. Delinquency is not considered in the projection; however, rates of between 1% and 2.5% are typical.
- Pass through and residual revenues from former redevelopment agencies are not included in this estimate.

Prepared on 3/18/19 Using Sales Through 1/31/19

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SAMPLE DISTRICT GENERAL FUND REVENUE ESTIMATE

2019-20 Through 2023-24 Revenue Estimate Based on 2018-19 Values and Estimated Changes

District Revenue	2019-20	2020-21	2021-22	2022-23	2023-24
<i>Non RDA and BY Values</i>	\$36,679,663,802	\$38,012,939,555	\$39,315,761,706	\$40,443,788,329	\$41,755,399,117
Real Property Value (Incl. Prop 8 parcels)	\$35,963,874,770	\$37,312,617,356	\$38,615,439,507	\$39,743,466,130	\$41,055,076,918
CPI of Non Prop 8 Parcels (Max 2.0%)	\$661,990,420	688,285,583	718,702,964	745,492,936	774,712,762
Transfer of Ownership Assessed Value Change	\$592,667,151	533,301,558	409,323,659	520,638,634	656,283,490
Est. SFR Prop 8 Adj Based on Recent SFR Price	\$94,085,016	\$81,235,010	\$0	\$45,479,218	\$85,461,524
Estimated Real Property Value	\$37,312,617,356	\$38,615,439,507	\$39,743,466,130	\$41,055,076,918	\$42,571,534,695
Base Year Values	\$339,965,555	\$339,965,555	\$339,965,555	\$339,965,555	\$339,965,555
Secured Personal Property Value (0.0% growth)	\$12,234,403	\$12,234,403	\$12,234,403	\$12,234,403	\$12,234,403
Unsecured Personal Property Value (0.0% growth)	\$348,122,241	\$348,122,241	\$348,122,241	\$348,122,241	\$348,122,241
Nonunitary Utility Value (0.0% growth)	\$0	\$0	\$0	\$0	\$0
Enter Completed New Construction					
Estimated Net Taxable Value	\$38,012,939,555	39,315,761,706	40,443,788,329	41,755,399,117	43,271,856,894
<i>Estimated Total Percent Change</i>	3.63%	3.43%	2.87%	3.24%	3.63%
Taxed @ 1%	\$380,129,396	\$393,157,617	\$404,437,883	\$417,553,991	\$432,718,569
Aircraft Value	\$46,333	\$46,333	\$46,333	\$46,333	\$46,333
Average District Share 0.0762450189	\$28,982,973	\$29,976,310	\$30,836,374	\$31,836,412	\$32,992,635
Aircraft Rate (.01 * 0.0)	\$0	\$0	\$0	\$0	\$0
Enter Unitary Taxes Budgeted Flat					
Net District Estimate	\$28,982,973	\$29,976,310	\$30,836,374	\$31,836,412	\$32,992,635
Enter Suppl. Apportionment - Average 3 Yrs.					
Enter Delinquent Apportionment - Average 3 Yrs.					

SAMPLE DISTRICT GENERAL FUND REVENUE ESTIMATE

2019-20 Through 2023-24 Revenue Estimate Based on 2018-19 Values and Estimated Changes

Dist Wide Value Change	2019-20	2020-21	2021-22	2022-23	2023-24
District Net Taxable Value	\$37,564,397,618	\$38,935,384,174	\$40,278,985,892	\$41,444,854,351	\$42,798,523,742
Real Property Value (Incl. Prop 8 parcels)	\$37,131,436,344	\$38,508,499,090	\$39,852,100,808	\$41,017,969,267	\$42,371,638,658
CPI of Non Prop 8 Parcels (Max 2.0%)	\$685,341,651	\$712,203,218	\$743,436,190	\$770,982,999	\$801,043,997
Transfer of Ownership Assessed Value Change	\$597,636,079	\$550,163,490	\$422,432,269	\$537,207,174	\$677,085,166
Est. SFR Prop 8 Adj Based on Recent SFR Price	\$94,085,016	\$81,235,010	\$0	\$45,479,218	\$85,461,524
Estimated Real Property Value	\$38,508,499,090	\$39,852,100,808	\$41,017,969,267	\$42,371,638,658	\$43,935,229,345
Secured Personal Property Value (0.0% growth)	\$12,434,853	\$12,434,853	\$12,434,853	\$12,434,853	\$12,434,853
Unsecured Personal Property Value (0.0% growth)	\$414,450,231	\$414,450,231	\$414,450,231	\$414,450,231	\$414,450,231
Nonunitary Utility Value	\$0	\$0	\$0	\$0	\$0
Enter Completed New Construction					
Estimated Net Taxable Value	\$38,935,384,174	\$40,278,985,892	\$41,444,854,351	\$42,798,523,742	\$44,362,114,429
Estimated Total Percent Change	3.65%	3.45%	2.89%	3.27%	3.65%

NOTES:

- Transfer of Ownership Assessed Value Change: For years 2020-21 and later a growth rate is applied that is representative of the historical and predicted average rate of real property growth due to properties that have transferred ownership. Real property is grown by the following percentages: 2020-21 @ 1.4%; 2021-22 @ 1.1%; 2022-23 @ 1.3%; 2023-24 @ 1.6%;
- Estimated Assessor Prop 8 Adjustments: Prop 8 reductions in value are TEMPORARY reductions applied by the assessor that recognize the fact that the current market value of a property has fallen below its trended (Prop 13) assessed value. For 2019-20 and later, properties with prior Prop 8 reductions are not included in the CPI increase, they are projected flat until either the Assessor begins to recapture value as the economy improves and median sale prices begin to increase, they are further reduced, or they sell and are reset per Prop 13.
- Where they exist, prop 8 restoration adjustments are based on projected median SFR home price growth. For this projection the following median year to year percentage changes are used for Moulton Niguel Water: 2020-21 @ 3.1%; 2021-22 @ 0.0%; 2022-23 @ 2.0%; 2023-24 @ 4.0%;
- Base Year Values Entry: With the dissolution of redevelopment, base year values are unlikely to change and are budgeted flat.
- Secured personal property and unsecured values are projected at 100% of 2018-19 levels. 2018-19 values include unsecured escaped assessments that have a general fund total value of \$41,411,663 and a jurisdiction wide value of \$43,693,451. The value of escaped assessments is generally inconsistent and varies from year to year. Escaped values have been estimated using a 10 year trimmed mean at \$25,944,830 for the general fund and \$37,617,261 for the entire jurisdiction.
- Completed new construction entry: This data entry point allows for the inclusion of new construction projects completed annually. Due to processing delays we suggest that a time frame of November - October be selected. (i.e. Nov. 2017 - Oct. 2018 for the 2020-21 FY). If completed new construction has resulted in a sale of the property it is likely that the new value will appear in the value increase due to transfers of ownership entry and therefore should not be also included in the completed new construction value.
- Pooled Revenue Sources include supplemental allocations, redemptions for delinquent payments in Non-Teeter cities, tax payer refunds due to successful appeals, roll corrections and other adjustments applied after the release of the roll. The forecasting of these revenues should be developed based on historical averages over a minimum of 3 years.
- General Fund Revenue Estimate does not include any ad valorem voter approved debt service revenue.
- The revenue projection assumes 100% payment of taxes. Delinquency is not considered in the projection; however, rates of between 1% and 2.5% are typical.

Prepared on 3/18/19 Using Sales Through 1/31/19

This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL Coren & Cone



2017-18 GENERAL FUND REVENUE SPREADSHEET INSTRUCTIONS

2016, the year that will be influencing the 2017-18 property values was a year where we saw increases in median sale prices but in some counties at lower year over year price points than in prior years. Increases in value due to the restoration of previously reviewed and reduced values per Proposition 8 continued to add some values to the budgeted growth. These Prop 8 value reviews have always been a major challenge as we forecast property tax revenues because most of the county Assessors do not provide information to assist in this forecasting relative to their workload and potential restoration increases. In half of California's counties, close to 60% of the original pool of reduced values have seen full restoration. These upward increases in value were often tied to neighborhoods where median sale prices increased during the prior year. Transfers of ownership in 2016, while not as strong as what was seen in 2015 in both number of sales and the year over year sale price increase, have still continued to move up slightly or flatten in some areas. The continued growth of median sale prices would certainly point to the potential of additional Proposition 8 recapturing; although not necessarily to the same degree evidenced in the last couple of years.

HdL Coren & Cone has prepared our annual General Fund budget worksheet to assist you in estimating property tax and VLF (in-lieu) revenues for next fiscal year. Each year our revenue projection model is re-evaluated to account for changes in the real estate landscape that will impact the revenue stream in the coming year. The previous Proposition 8 administrative reductions performed by assessors will be addressed differently by appraisal staff in each county. In almost every county the current median sales prices would support continued restoration of previously reduced values. Our analysis of data has allowed us to identify single family residential properties that were reduced between 2008 and 2012. Some properties have subsequently sold from within those identified as having received reductions and because of the sale have now had their base value reset per Proposition 13 and have been removed from our analysis. Those homes remaining are likely to receive an upward adjustment for 2017-18 given current real estate market trends. In a majority of counties, the pool of Proposition 8 properties awaiting some restoration of values is less than 50% of the values we started with in 2012. The real question in each county is just how much of the current median sale price increase will be applied to properties as they are reviewed and start to reflect current market values. We encourage you to contact us, to ask questions, or to discuss our reasoning in this model. If you have a relationship with your county assessor, a simple question as to whether he/she will be implementing a similar, greater or lesser number or amount of reinstatements may give you much needed information. As city/district staff you may also have information that we have not received and that information, once applied to the revenue model, may change the outcome.

To discuss your spreadsheet with HdLCC staff, please call 909.861.4335 or email us at:

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This year the Assessor's applied CPI factor is 2.0%. This increase is positive and about ½ a percentage point more than the percentage granted last year. As a result, value gains for 2017-18 from the inflationary growth may be more than that experienced in 2016-17. It is important to remember that all properties that have been granted Prop 8 reductions between 2008 and 2012 are required to be reviewed each year outside of the CCPI adjustment and any positive adjustment to those properties will likely exceed this 2.0% if granted value restorations.

ASSUMPTIONS:

We are providing you with our assumptions in developing the General Fund spreadsheet model for 2017-18. This will allow you to make educated changes based on local information and over-ride our assumptions in the Excel version of this report if you feel we are not taking specific changes into consideration.

1. **CCPI** All real property not reduced per Proposition 8 by the county assessors will receive the 2.0% CPI adjustment. In reviewing the trending of Prop 8 reductions, many of our clients still have between 10%-15% of the single family residential properties in the Prop 8 review pool. Those properties will not receive the CCPI adjustment. Our model has calculated the CCPI to be applied to the real property values of non-Prop 8 reduced properties.
2. **TRANSFERS OF OWNERSHIP** For those properties that have sold between January and December 2016 we have calculated the difference between the value on the roll released for 2016-17 and the price paid for the property in the sale transaction and have provided that "market value" as an increase due to these sales.
3. **PROPOSITION 8 RECAPTURES – SINGLE FAMILY RESIDENTIAL** We have reviewed all single family residential properties that have sold during the full 2016 calendar year and have compared that sale price against 2015 transfers to ascertain the median price change between tax years. The median price change as a percentage is applied to each parcel in the pool that was previously reduced per Prop 8. The amount that can be restored for a single parcel is never more than a parcel's potential recapture amount with the next year's assessor's CPI included. While our data is good data, the assessors may be applying more subjective means for recapturing than the empirical data may suggest. All neighborhoods are not the same and some will see larger bumps than others. Our modeling applies this median increase percentage change across the board and not on a neighborhood basis.
4. **PROPOSITION 8 RECAPTURES – NON-SINGLE FAMILY PARCELS** Gauging increases on non-single family parcels (commercial, industrial, multifamily residential and vacant) is more difficult. Due to the uniqueness of these properties, comparable sales and adjustments to Prop 8 reduced values are too difficult to forecast. For this reason, these positive adjustments are not a part of our estimate.
5. **BASE YEAR VALUES** In cities with former redevelopment agencies, base year values tend to remain constant and we don't anticipate any changes to base year values.
6. **PERSONAL PROPERTY VALUES** The personal property on the secured tax rolls and the unsecured property values are being budgeted flat at 2016-17 levels. This value is not a one size fits all, so any community with new development which supports tenants may see an increase in this value type. Conversely, moving or downsizing among existing tenants could result in a decline in this value type. Due to the large number of escaped assessments in Orange County, we have included a 10-year trimmed mean value for escapes in 2017/18 to

prevent large fluctuations in the estimate based on these one-time corrections. Amounts are noted in the footnote.

7. **COMPLETED NEW CONSTRUCTION IN GENERAL FUND** Building permit or project completion information will be available from your city's building official. It is suggested that you use November 2015 through October 2016 for the 2017-18 fiscal year. If newly constructed of residential units were sold during the 2016 calendar year, those sales transactions are included in the box identified as "Transfer of Ownership Assessed Value Change", and should not be counted as new construction also. Properties built and granted certificates of occupancy and not sold before the end of 2016 can be included in the Completed New Construction box.
8. **RESIDUAL REVENUE** Our modeling does not provide an estimate for residual revenue the city/district may receive from the former RDA. We have a separate spreadsheet available that assists in the development of residual revenue projections for Successor Agencies. As an alternative you can budget the allocation received in 2016-17 flat.
9. **APPEALS** Appeal reductions are no longer included in our estimates. Determining the impact of appeals reductions for prior years on future year's values has become unreliable in the current climate. If you are aware of specific appeals that have been approved in the past year that will impact revenues going forward, please call us to discuss and we will revise the estimate.
10. **OIL AND GAS VALUES** In cities with refineries and oil reserves we have seen a decline in the valuation of the oil and gas storage and underground reserves due to falling oil prices in recent years. Revenue from these assets is being projected flat in our model. Please call us to discuss your estimate so that we can talk about what to expect in 2017/18.
11. **ANNEXATIONS** The model assumes that there are no new annexations. If there are annexations that are set to take effect with the 2017-18 roll year, the expected value added from the new territory should be added to the new construction line or call us to discuss.

Once you have developed an assessed value number for 2017-18, this value is multiplied by 1% and then that product is multiplied by the "City/District Share of 1% Tax Revenue" noted in the middle of the report in calculating your estimated general fund tax revenue. This is a weighted 1% share agency wide.

For NON-TEETER cities we have not factored for delinquent taxes. The delinquency rate is between 1% and 2% depending on the county surveyed. This is lower than the delinquency rates seen during the recession. No offset has been made for administrative fees charged by the county per SB 2557.

THIS REPORT IS ONLY A GUIDE. The most accurate estimate of future revenues would include factoring of some of the elements in this spreadsheet report against the actual secured, unsecured, and HOX revenues received for the current year. Current year revenues plus trending information specifically related to property transfers and new development in the general fund taxing district are all critical to the development of estimated general fund revenues.

Pooled revenue sources such as supplemental payments, redemption payments in non-Teeter cities, tax payer refunds due to successful appeals, and one-time adjustments made by the assessor and reflected by auditor-controller apportionments are not included in this property tax revenue projection. These amounts tend to be less consistent and should be based on the allocations or reductions the city/district has seen on remittance advices over a multi-year period including your knowledge of events in the city or county that may impact your positive cash flow. Supplemental apportionments have been stabilizing with the flattening of sale prices and numbers of sales transactions. Redemption (delinquent) payments in non-teeter cities have remained somewhat constant over the past 2 or 3 years. These pooled revenue sources are difficult to quantify accurately.

The VLF in-lieu estimate is based on the change in assessed value in the entire city which may be a different set of values for cities with redevelopment project areas. This revenue source is now tied to the property value change between tax years

As cities have embarked on multi-year budgets we have been asked us to assist with preparing 5 year budget projections. Over the past couple of years, we have focused on developing a tool for our clients to assist in forecasting the current plus 4 future years. This model will be made available to our clients via the website prior to the end of February.