



LAGUNA BEACH
UNIFIED SCHOOL DISTRICT

AGENDA

Regular Meeting of the Board of Education

May 14, 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**

May 14, 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 48919) (1 discipline case Student Number 2018-19-003)

B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Government Code §54957

C. 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 |

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 – April 23, 2019 Regular Meeting
- b. Approval/Ratification of Personnel Report
- c. Approval of Student Field Trips
- d. Approval of Agreements for Contracted Services – Special Education
- e. Approval of Agreements for Contracted Services – Technology
- f. Approval/Ratification of Warrants #397487 through #397727 in the amount of \$1,202,610.20 Dates: 04/15/2019 through 05/02/2019
- g. Approval of Memorandum of Agreement with San Joaquin County Office of Education for Programming and Maintenance of SEIS/SIS Integration Component and Services
- h. Approval of Contract for Consulting Services Agreement with Total Compensation Systems, Inc. to Perform Actuarial Valuation Services for the 2019-2020 school year, with a not-to-exceed amount of \$9,000
- i. Approval of Annual Increase to Bus Pass Rates for Home to School Transportation Program Based on the Regional Consumer Price Index (CPI) of 3.18%
- j. Approval for Agreement for Contracted Services with All City Management Services, Inc., to Provide a School Crossing Guard at Thurston Middle School for the 2019-2020 School Year, with a Not-to-Exceed Amount of \$15,052
- k. Approval of Quarterly Report – Board Policy 3002 – Investments
- l. Approval to Renew Contract with Cooperative Organization for the Development of Employment Selection Procedures (CODESP), to Provide Services with Employment Selection Materials and Development with a Not-to-Exceed Amount of \$2,200
- m. Approval of Contract with the Anti-Defamation League for A World of Difference® Professional Development Institute for Laguna Beach Unified School District Staff at a Cost Not-to-Exceed \$4,000
- n. Approval of Educational Fieldwork Agreement with the University of Redlands for 2019-2021
- o. Approval of Student Teaching Agreement with Cal State University, Fullerton for 2019-2025
- p. Approval of Settlement Agreement for LBHS Student Number 2018-19-003

INFORMATION ITEMS

13. TECHNOLOGY SERVICES UPDATE

– **Mike Morrison, Chief Technology Officer**

Staff proposes the Board of Education receive the update from the Chief Technology Officer and staff.

14. UPDATE ON AUDIO/VISUAL RECORDING EQUIPMENT FOR THE BOARDROOM AND CLOSED CAPTIONING REQUIREMENTS FOR LIVE STREAMING DURING BOARD MEETINGS

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

– **Mike Morrison, Chief Technology Officer**

Staff proposes the Board of Education receive the update on the audiovisual equipment in the boardroom and the closed captioning requirements for live streaming. Staff seeks direction from the Board on the next steps.

ACTION ITEMS

15. APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF LAGUNA BEACH FOR A JOINTLY OPERATED ADULT EDUCATION PROGRAM IN AN AMOUNT NOT-TO-EXCEED 95 PERCENT OF THE ANNUAL ADULT EDUCATION PROGRAM GRANT

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

– **Chad Mabery, Director, Assessment and Accountability**

Staff proposes the Board of Education approve the Memorandum of Understanding (MOU) with the City of Laguna Beach to operate an Adult Education Program for the period of June 1, 2019, through May 31, 2022.

16. APPROVAL OF INDEPENDENT CONTRACTOR AGREEMENT WITH THE BOYS AND GIRLS CLUB OF LAGUNA BEACH FOR THE SOCIAL SKILLS FACILITATION PROJECT IN THE AMOUNT OF \$34,020

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

Staff proposes the Board of Education approve the independent contractor agreement with the Boys and Girls Club of Laguna Beach for the District's Social Skills Facilitation Project in the amount of \$34,020 serving students at El Morro Elementary, Top of the World Elementary, and Thurston Middle School.

17. APPROVAL OF AN AGREEMENT WITH KELVIN EDUCATION, INC., FOR THE 2019-20 SCHOOL YEAR AT A COST NOT-TO-EXCEED \$5,858

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

Staff proposes the Board of Education approve the California Student Privacy Agreement with Kelvin Education, Inc. for the 2019-20 school year. Staff will utilize Kelvin Education Inc.'s online-enabled research services, which include unlimited access to student social-emotional wellness screenings, school climate screening, and library of social-emotional learning and positive school climate intervention resources.

18. APPROVAL OF A CONTRACT WITH APEX LEARNING TO PROVIDE THE APEX LEARNING DIGITAL CURRICULUM AND SERVICES FOR THE PURPOSE OF ONLINE CREDIT RECOVERY COURSES, EFFECTIVE JUNE 1, 2019, THROUGH JUNE 30, 2020, IN AN AMOUNT NOT-TO-EXCEED \$7,000

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

Staff proposes the Board of Education approve the purchase of the Apex Learning program for online intervention and credit recovery for the 2018-19 summer school program and the 2019-20 school year. The proposed cost includes student licenses to comprehensive online courses and professional development. The student licenses structure allows for up to fifty (50) students to enroll in online courses at any one time.

19. APPROVAL OF AN AGREEMENT WITH THE ORANGE COUNTY DEPARTMENT OF EDUCATION FOR PROJECT-BASED LEARNING PROFESSIONAL DEVELOPMENT IN AN AMOUNT NOT-TO-EXCEED \$8,125

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

Staff proposes the Board of Education approve an agreement with the Orange County Department of Education (OCDE) to provide Laguna Beach Unified School District teachers with an optional professional development opportunity in Project Based Learning (PBL). OCDE trainers will provide four days of PBL professional development during the summer from August 7 through August 9, 2019, and one follow-up half day in September.

20. APPROVAL TO INCREASE CONTRACT WITH NICOLE MILLER & ASSOCIATES, INC., TO CONDUCT RISK MANAGEMENT INVESTIGATIONS WITH A NOT-TO-EXCEED AMOUNT OF \$30,000

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

Staff proposes the Board of Education authorize an increase to the contract with Nicole Miller & Associates, Inc., to conduct risk management investigations with a not-to-exceed amount of \$30,000.

21. APPROVAL TO RENEW CONTRACT WITH DURHAM SCHOOL SERVICES, L.P. FOR SCHOOL TRANSPORTATION SERVICES ON A UNIT COST BASIS FOR THE 2019/20 FISCAL YEAR IN AN AMOUNT NOT-TO-EXCEED \$1,700,000.00

– Jeff Dixon, Assistant Superintendent, Business Services

Staff proposes the Board of Education authorize the Assistant Superintendent of Business Services to renew the contract for transportation services with Durham School Services, L.P. on a unit cost basis for the 2019/20 fiscal year, July 1, 2019, through June 30, 2020, in an amount not-to-exceed \$1,700,000.

22. APPROVAL TO RENEW CONTRACT WITH AMERICAN LOGISTICS COMPANY, LLC. FOR INDIVIDUALIZED TRANSPORTATION SERVICES ON A UNIT COST BASIS FOR THE 2019/20 FISCAL YEAR IN AN AMOUNT NOT-TO-EXCEED \$360,000

– Jeff Dixon, Assistant Superintendent, Business Services

Staff proposes the Board of Education authorize the Assistant Superintendent of Business Services to renew the contract for individualized transportation services with American Logistics Company, LLC. on a unit cost basis for the 2019/20 fiscal year, July 1, 2019, through June 30, 2020, in an amount not-to-exceed \$360,000.

23. APPROVAL TO RENEW CONTRACT WITH BRIGHTVIEW LANDSCAPE SERVICES, INC. FOR GROUNDS MAINTENANCE SERVICES ON A UNIT COST BASIS FOR THE 2019/20 FISCAL YEAR IN AN AMOUNT NOT-TO-EXCEED \$360,000

– Jeff Dixon, Assistant Superintendent, Business Services

Staff proposes the Board of Education authorize the Assistant Superintendent of Business Services to renew the contract for grounds maintenance services with BrightView Landscape Services, Inc. on a unit cost basis for the 2019/20 fiscal year, July 1, 2019, through June 30, 2020, in an amount not-to-exceed \$360,000.

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

– Jan Vickers, President, Board of Education

25. ADJOURNMENT

– Jan Vickers, President, Board of Education

The next Regular Meeting of the Board of Education is **Tuesday, May 28, 2019, 6:00 PM**
at the Laguna Beach Unified School District Office Board Room
550 Blumont Street, Laguna Beach, CA
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

May 14, 2019

Approval: Minutes – April 23, 2019 Regular Meeting

Board of Education Minutes of Regular Meeting April 23, 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 at 5:55 p.m.

Present at Board Meeting

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

Employee Group
Representatives: Marianne Bynum, Vice President, LaBUFA
Elizabeth Phillips, Vice 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
Michael Keller, Director, Social Emotional Support
Chad Mabery, Director, Assessment & Accountability
Irene White, Director, Special Education
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 there was no report out of closed session.

Adoption of Agenda

Public Comment: None

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

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

Recognition

California Distinguished Schools – Thurston Middle School

Principal Jenny Salberg introduced staff in attendance. President Vickers and Superintendent Viloria presented Mrs. Salberg with flowers.

Public Comment (Non- Agenda Items)

The following people addressed the Board:

Thasa Zuziak regarding a very successful Trophy Invite track meet.

Sheri Morgan regarding students social-emotional well-being and the high school bell schedule.

Reports

Student Representative – Kaitlin Gunsolley and Piper Warner

Katilin and Piper reported on the following:

- El Morro and Top of the World Elementary Schools
 - Spelling Bee
 - Angels players
- TMS
 - Passion Projects
 - 6th Grade Oral History Project
- LBHS
 - AP test prep
 - ASB elections for 2019-20 complete
 - Athletics update

LaBUFA Representative – Sara Hopper, LaBUFA President

- Teaching conference
- National memorial for fallen educators
- LaBUFA luncheons for membership engagement
- Negotiations

CSEA Representative – Margaret Warder, CSEA President

- Negotiations
- Scholarship fundraiser
- May 15 CSEA recognition
- Leadership Academy

Board Members

Board members reported as follows:

Member Kelly

- Reported out regarding Joint Fiscal Management Committee (JFMC) meeting

Member Perry

- Attended SchoolPower Endowment

Member Wolff

- N/A

Member Normandin

- N/A

President Vickers

- Attended PTA Council meeting
- Attended SchoolPower Endowment

Superintendent Vilorio

- Thanked all staff for their hard work during this very busy time of the year

Cabinet

Leisa Winston, Assistant Superintendent, Human Resources and Public Communications

- No report

Jeff Dixon, Assistant Superintendent, Business Services

- Auditors were at the district last week

Alysia Odipo, Assistant Superintendent, Instructional Services

- Commented on FanCon and Denise Pope events

CONSENT CALENDAR

President Vickers pulled the minutes to be voted on separately.

Member Normandin moved approval of Consent Calendar items b – i. Member Wolff seconded.

Public Comment: None

Discussion: None

- ~~a. Approval of Minutes Pulled to be voted on separately~~
 - ~~i. March 26, 2019 Regular Meeting~~
 - ~~ii. March 18, 2019 Special Meeting~~
- b. Approval/Ratification of Personnel Report
- c. Approval of Agreements for Contracted Services – Special Education
- d. Approval of Agreements for Contracted Services – Technology
- e. Approval of Donations/Gifts – Checks Totaling \$120,917.20
- f. Approval/Ratification of Warrants #397219 through #397486 in the amount of \$1,270,018.52 Dates: 3/18/2019 through 4/12/2019
- g. Approval/Ratification of Certificated Payroll 9A in the Amount of \$2,202,374.86
Approval/Ratification of Classified Payroll 9B in the Amount of \$700,780.79
Approval/Ratification of Certificated Payroll 9C in the Amount of \$1,177.63
- h. Approval of Contract with California Youth Services (CYS) to a Provide Juvenile Alcohol and Drug Education (JADE) in an Amount Not-to-Exceed \$5,000
- i. Approval of Agreement with Sondag System by Winsor Learning to Provide Training and Materials for Summer School in an Amount Not-to-Exceed \$14,935

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

Member Normandin moved approval of Consent Calendar items a.i. Member Wolff seconded.

Public Comment: None

Discussion: None

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

Member Normandin moved approval of Consent Calendar items a.ii. Member Wolff seconded.

Public Comment: None

Discussion: Correction to the last page; remove Member Kelly from voting to adjourn as he was absent.

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

INFORMATION ITEMS

Clarification and Review of the Policy and Practices for Weighting Grades at LBHS

President Vickers introduced the item noting a member of the community had requested this item be placed on the agenda.

The following people addressed the Board and were in support of reinstating grade point weighting for non-UC approved honors courses:

Cole Hunt	Terri Meisberger	Laura Sexto
Scott Woodard	Amy Kramer	Emilie Judd
John Morreale	Kian Bahramian	Mark Meisberger
After Mr. Meisberger spoke, the board reached consensus to extend the time for discussion to allow all interested a chance to speak		
Sheri Morgan	Monica Golden	Vickie Cambruzzi
David Flores	Amy Hundhausen	Ann Morreale
Brian Judd		

Paul Kanarek addressed the Board. He did not support reinstating grade point weighting for non-UC approved honors courses.

Board Discussion:

The Board reached consensus that a general presentation on the whole topic would be beneficial, including how scholarships may be affected. The topic will be brought back on May 28, 2019.

Discussion was held regarding posting public records on the website in relation to this topic. Dr. Vilorio will request a legal opinion.

Third Quarter Report of Uniform Complaints for the Williams Case Settlement

The Board received the third quarter report from Mrs. Winston. There has been one complaint filed and it is being investigated.

Monthly Financial Update – February 2019

The Board received the monthly financial update for February 2019 from Mr. Dixon.

ACTION ITEMS

Approval of the Student Board Member Selection Process

President Vickers introduced the item. Student Board Representative Kaitlin Gunsolley and Piper Warner presented to the Board.

Working with Dr. Vilorio, Mrs. Webber, Dr. Allemann, and the ASB class, we have developed and adjusted the process in which student board member representatives will be chosen. The process is brought to the Board tonight for review and approval.

The new selection procedure includes more student involvement in the decision-making process, without making the student selection a popularity contest. In order to maintain a fair and inclusive process, we will be including the current student board representatives (us), members of the ASB cabinet, as well as teachers and administrators on the interview panel. We presented this process to the ASB class for their review and suggestions to ensure that our student board member representatives will be a fair representation of the entire student body and received their full support and approval.

With our experience in this position, we know the time commitment necessary to fulfill this position. We believe that if there are two viable candidates they should both carry positions to help share the responsibility. This role is not for everyone; however, we are confident the enhanced process will increase the likelihood of finding interested and eligible representatives to serve on the board.

We are so grateful to have been included in the decision-making process and are both looking forward to our involvement with the interview process and ensuring students who are truly interested in civic engagement are selected.

Public Comment: None

Board Member Questions: None

Member Kelly moved approval of the Student Board Member Selection Process. Member Normandin seconded.

Discussion: Member Perry stated a Senate Bill talks about students having a petition to fill the position of student board representative. Dr. Vilorio stated the Senate Bill allows for students to petition if they want to add a position.

Student Board Representative Kaitlin Gunsolley cast a provisional vote in favor.

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

Approval to Change the Date of the Previously Scheduled September 10, 2019 Board of Education Meeting

Dr. Vilorio opened discussion on the item.

Public Comment: None

Board Member Questions:

Member Wolff moved to change the meeting date to August 27, 2019. Member Normandin seconded.

Discussion: None

Student Board Representative Kaitlin Gunsolley cast a provisional vote in favor.

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

Approval of Contract Services Agreement with The Aspen Group for a One-Day Governance Training Session for the Board of Education in an Amount Not-to-Exceed \$5,000 with an Option to Extend a Second Day of Training for an Additional \$5,000

Dr. Vilorio introduced the item.

Public Comment: None

Board Member Questions: None

Member Normandin moved approval. Member Wolff seconded.

Discussion: All Board members had the opportunity to speak with The Aspen Group individually. Board members are open to having Cabinet members participate and suggested Dr. Vilorio seek the input of Dr. Quinn.

Student Board Representative Kaitlin Gunsolley cast a provisional vote in favor.

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

Approval to of Letter in Support of AB 1505 (O'Donnell) Relating to Charter Schools

Dr. Vilorio introduced the item.

Public Comment: None

Board Member Questions: None

Member Normandin moved approval. Member Wolff seconded.

Discussion: The Board is supportive.

Student Board Representative Kaitlin Gunsolley cast a provisional vote in favor.

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

Approval of Teacher on Special Assignment (TOSA) – Special Education

Leisa Winston introduced the item, which is brought forward for the 2019-2020 school year for a two year assignment as recommended in the FCMAT report. Due to current enrollment and staffing, it is anticipated the position can be filled by existing staff.

Public Comment: None

Board Member Questions: None

Member Normandin moved approval. Member Wolff seconded.

Discussion: Great idea!

Student Board Representative Kaitlin Gunsolley cast a provisional vote in favor.

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

Approval of an Independent Contractor Agreement with Thinking Maps® for *Path to Proficiency for English Language Learners* Teacher Training, in an Amount Not-to-Exceed \$25,775.00

Dr. Odipo introduced the item which is brought for approval by a recommendation of the professional development advisory committee.

Public Comment: None

Board Member Questions: None

Member Normandin moved approval. Member Wolff seconded.

Discussion: The Board asked how many instructors and instructional assistants would be trained. Approximately 15.

Student Board Representative Kaitlin Gunsolley cast a provisional vote in favor.

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

Approval of Purchase Agreement with Solution Tree for the 2019-20 School Year in an Amount Not-to-Exceed \$6,500.00

Dr. Odipo introduced the item.

Public Comment: None

Board Member Questions: None

Member Normandin moved approval. Member Wolff seconded.

Discussion: The Board requests that all agreements be tied to LCAP goals.

Student Board Representative Kaitlin Gunsolley cast a provisional vote in favor.

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

Approval of Board Policies – Second Read

President Vickers introduced the item.

Policy Number	Description	Recommendation
3001	Financial	Approve
3270	Sale and Disposal of Books	Approve
3290	Gifts, Grants, and Bequests	Approve
4151/4251/4351	Employee Compensation	Approve (Replaces 4403 & 4404)
4403	Salary Checks and Deductions	Delete
4404	Salary Rules	Delete

4154/4254/4354	Health and Welfare Benefits	Approve (Replaces BP 4208 & 4400)
4208	Health and Welfare Benefits	Delete
4405	Health and Welfare Benefits	Delete
4157/4257/4357	Employee Safety	Approve (Replaces BP 4011, 4012, & 4209)
4011	Employee Safety and Protection	Delete
4012	Injury and Illness Prevention Program	Delete
4209	Employee Safety and Protection	Delete
4216	Probationary/Permanent Status	Approve
5113	Absences and Excuses	Approve (Replaces BP 5008)
5008	Absences for Religious Purposes	Delete
5127	Graduation Ceremonies and Activities	Approve
5141.52	Suicide Prevention	Approve
6145.2	Athletic Competition	Approve
6145.6	International Exchange	Approve (Replaces BP 5043)
5043	Foreign Exchange Students	Delete
6146.4	Differential Graduation and Competency Standards	Approve

Member Normandin moved approval for all Board Policies listed to be approved as listed.
Member Wolff seconded.

Discussion: None

Student Board Representative Kaitlin Gunsolley cast a provisional vote in favor.

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

Approval of Board Bylaws – Second Read

President Vickers introduced the item and suggested each bylaw be acted upon separately.

Bylaw Number	Description	Notes
9310	Board Policies	Approve
9322	Agenda/Meeting Materials	Approve

Member Normandin moved approval for Board Bylaw 9310. Member Wolff seconded.

Discussion: None

Student Board Representative Kaitlin Gunsolley cast a provisional vote in favor.

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

Member Kelly moved to revisit Board Bylaw 9322, Agenda/Meeting Materials, at the next Board Policy workshop. Member Perry seconded.

Discussion: None

Student Board Representative Kaitlin Gunsolley cast a provisional vote in favor.

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

Board Bylaw – First Read 9323.3 Censure of Individual Board Members For Improper Conduct

Member Kelly moved approval for all Board Policies listed to be approved as listed. Member Wolff seconded.

Discussion: Member Wolff has no interest in adopting a censure bylaw and would prefer to focus on governance and protocols. Further discussion ensued.

Member Kelly called for the question. Member Wolff seconded. Motion carried 3-2, members Wolff, Perry, and Kelly voted yes. Members Vickers and Normandin voted no.

Student Board Representative Kaitlin Gunsolley cast a provisional vote in favor.

The Board voted on the original motion, which failed 5-0. Members Vickers, Normandin, Wolff, Perry, and Kelly voted no.

Approval of Agreement for Web Services with Active Internet Technologies (AIT), dba Finalsight, for Website Development and Upgrade at a Cost Not-to-Exceed \$15,000

Mr. Morrison introduced the item.

Member Kelly moved approval. Member Wolff seconded.

Discussion: None

Student Board Representative Kaitlin Gunsolley cast a provisional vote in favor.

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

Approval of Agreement with Active Internet Technologies (AIT), dba Finalsight for District Website Hosting and Accessibility Tool at a Cost Not-to-Exceed \$25,800

Mr. Morrison introduced the item.

Member Wolff moved approval. Member Normandin seconded.

Discussion: None

Student Board Representative Kaitlin Gunsolley cast a provisional vote in favor.

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

Approval of Award Contract to Best Contracting Services, Inc. for the 2019 Roofing Replacements at Various Sites Project in an Amount Not-to-Exceed of \$478,720

Mr. Dixon introduced the item.

Member Normandin moved approval. Member Wolff seconded.

Discussion: None

Student Board Representative Kaitlin Gunsolley 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 would like a presentation on the LBHS WASC accreditation and celebration.

Member Perry no comments or requests.

Member Wolff offered congratulations to El Morro and TOW PTAs for their successful jog-a-thons. She thanked Dr. Allemann and staff for their work on the new high school bell schedule. She stated she hopes that public records requests can be put online to help support transparency.

Member Normandin echoed Member Wolff's statements. She also thanked staff for using Thought Exchange to gather data. She visited El Morro Elementary.

Member Vickers reminded all Board members the importance of using their district email accounts for district and board business. She was encouraged by the LBHS PTA presentation by Sheriff Gunsolley on vaping, etc. She thanked staff for their work on the increased number of public records requests.

Adjournment

Member Normandin moved to adjourn. Member Wolff seconded.

The next regular Board meeting is scheduled for May 14, 2019. There is a special Board meeting Monday, May 13 at 8:00 a.m. for a superintendent's evaluation session.

Motion carried 5-0. Members Vickers, Normandin, Wolff, Perry, and Kelly voted yes. The meeting adjourned at 8:39 p.m.

Carol Normandin
Clerk of the Board
May 14, 2019

Laguna Beach Unified School District

12.b. CONSENT/ACTION

May 14, 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**May 14, 2019****I. RESIGNATIONS/RELEASES:**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Jessica Kaweck PC05FS0501	Nutrition Services Assistant Laguna Beach High School	June 21, 2019
Christine Spellman PC04SE0138	Instructional Assistant, Special Ed Top of the World Elementary	June 21, 2019
Tarquin Stephenson PC05SA0901	Campus Supervisor and Walk On Coach Laguna Beach High School	April 26, 2019

II. LEAVES:

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Jennifer Merritt	High School Teacher Laguna Beach High School	August 21, 2019 to June 12, 2020
	40% Leave of Absence 60% Employment Contract	

III. EMPLOYMENT:

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Kaleb Thompson PC02PLM101	Journeyman Plumber District Office 0102477408-2275 8 hours per day/5 days per week/12 month calendar Replaces: Peter Penland	May 6, 2019 Probationary Employee \$6525 per month

IV. EMPLOYMENT: Student Worker/Workability Program

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Lucas Escobar	Student Worker - Workability Laguna Beach High School 0104644575-2960 NTE: 50 hours	April 25, 2019 to June 30, 2019 Workability Funds \$12.00 per hour

V. EMPLOYMENT: Stipends

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Paul Matheson	Coordinate Blue & Gold Awards Ceremony Thurston Middle School 0106311008-1170	February 1, 2019 to June 20, 2019 General Fund NTE: \$1233.00

VI. EMPLOYMENT: Short Term Assignments - Extra Duty

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Alexandria Aronson	Restorative Practice Presentation Districtwide 0109156100-1230 NTE: 5 hours	March 7, 2019 and March 14, 2019 General Fund \$46.83 per hour

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

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Ashley Blum	Restorative Practice Presentation Districtwide 0109156100-1230 NTE: 5 hours	March 7, 2019 and March 14, 2019 General Fund \$46.83 per hour
Jim Brusky	Specialized Services Instruction per IEP Laguna Beach High School 0104621200-1130 NTE: 50 hours	April 15, 2019 to June 20, 2019 Special Ed Funds \$46.83 per hour
April Keller	Annual Residency Data Entry and Scanning Laguna Beach High School 0105091012-2490 NTE: 24 hours	May 1, 2019 to July 31, 2019 General Fund \$28.11 per hour
See Employee List	Elementary H/SS Pilot Committee Districtwide 0102015380-1130 NTE: 2 hours each Employees: Marie Bammer, Marianne Bynum, Rosie Haynes, Jamie Jameson, Kim Krause, Melissa Martinez, Nicole Stewart, Sarah Wolsey	January 16, 2019 General Fund \$40.97 per hour
See Employee List	Elementary Math Committee Districtwide 0102015380-1130 NTE: 2 hours each Employees: Annie Bochenek, Carrie Rabay, Patti Rabun	April 2, 2019 General Fund \$40.97 per hour
See Employee List	Creating and Evaluating 2nd Grade Writing Benchmarks Districtwide 0102015380-1130 NTE: 8 hours each Employees: Halle Davidson, Debbie Finnerty, Kim Mattson	April 15, 2019 to June 30, 2019 General Fund \$40.97 per hour
See Employee List	H/SS Textbook Professional Development Thurston Middle School 0102015380-1130 NTE: 2 hours Employees: Darci Anderson, Megan Bhaskaran, Michelle Martinez, Paul Matheson, Carl Nelson	April 16, 2019 General Fund \$40.97 per hour

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

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
See Employee List	iReady Planning Districtwide 0102015380-1130 NTE: 5 hours each Employees: Brooke Bismack, Annie Bochenek, Caroline Cannan, Shannon Chastain, Ian Corso, Halle Davidson, Michelle Douglass, Rosie Haynes, Kimberly Mattson, Launa Nacion-Kirkey, Patti Rabun, Yadi Rojas, Tami Schonfeld, Maryann Thomas, Christine Wagner, Lorraine Winokur	January 10, 2019 to April 17, 2019 General Fund \$40.97 per hour
See Employee List	iReady Planning Districtwide 0102015380-2150 NTE: 5 hours each Employees: Allyce Archie, Kasey Childs-Konkel, Michelle Hilger-Bencz, Mariah Holiday, Marlos Jensma, Margaret Warder	January 10, 2019 to April 17, 2019 General Fund \$28.11 per hour
See Employee List	Restorative Practice Professional Development Districtwide 0102015380-1130 NTE: 1.5 hours each Employees: Teryl Campbell, Mindy Hawkins, Penny Herrick-Dressler, Ina Inouye, Launa Nacion-Kirkey, Steve Wade	March 7, 2019 and March 14, 2019 General Fund \$40.97 per hour
See Employee List	Restorative Practice Professional Development Districtwide 0102015380-2150 NTE: 1.5 hours each Employees: Barbara Garcia, Marlo Jensma, Kris Landgraf, Jill Norris, Ellen Oxales, Peggy Richardson, Margaret Warder	March 7 & March 14, 20 General Fund \$28.11 per hour
See Employee List	ST Math Professional Development Districtwide 0102015380-1130 NTE: 1.5 hours each Employee: Caroline Cannan, Halle Davidson, Kimberly Mattson, Tami Schonfeld, Cama Stevens, Christine Wagner, Lorraine Winokur, Tamara Wong	March 27, 2019 General Fund \$40.97 per hour
See Employee List	ST Math Professional Development Districtwide 0102015380-2150 NTE: 1.5 hours each Employee: Marlo Jensma, Brandon Lee, Sara Pedraza, Margaret Warder	March 27, 2019 General Fund \$28.11 per hour

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

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
See Employee List	Instructional Assistant, Special Ed	April 19, 2019 to
	Districtwide	June 20, 2019
	0104613150-2150	Special Ed Funds
		\$28.11 per hour
	NTE: 6 hours each	
	Employees: Yomayra deJesus, Keeyan Kazemian, Vincent Ladislao, Sara Pedraza	
Cynthia Sorensen	Math Bridging to Honors Algebra II Planning	March 1, 2019 to
	Laguna Beach High School	June 30, 2019
	0102015380-1130	General Fund
		\$40.97 per hour
	NTE: 8 hours	
Eunice Yi	Specialized Services Instruction per IEP	April 15, 2019 to
	Laguna Beach High School	June 20, 2019
	0104621200-1130	Special Ed Funds
		\$46.83 per hour
	NTE: 30 hours	

VII. EMPLOYMENT: Short Term Assignments - Performing Arts

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Angela Irish	Professional Expert - Costume and Props	May 1, 2019 to
	Laguna Beach High School	June 20, 2019
	0105315017-2970	PA Funds
		\$34.09 per hour
	NTE: 88.002 hours	

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

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

IX. EMPLOYMENT: Short Term Assignments - ASB Funds

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

X. EMPLOYMENT: Short Term Assignments - PTA

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

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

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

Fall Sports Calendar 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

Lacrosse - Girls

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Haley O'Donahue	Head Coach, In Season	\$1,973.47

Swim - Coed

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Nolan McConnell	Assistant Coach, In Season	\$1,000.00

XII. 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

Basketball - Boys

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Bret Fleming	Head Coach, Post Season	\$5,673.78
Jim Garvey	Assistant Coach, Post Season	\$1,500.00
Rus Soobzokov	Assistant Coach, Post Season	\$3,330.23

Basketball - Girls

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Matthew Tietz	Head Coach, Post Season	\$2,000.00
Brianna Tietz	Assistant Coach, Post Season	\$1,400.00

Soccer - Girls

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Ben Helm	Head Coach, Post Season	\$2,200.00

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

Work Site: Laguna Beach High School

Booster Account: 0105315310-1185/2140

Swim - Coed

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Kari Damato	Head Coach, Preseason	\$500.00

Tennis - Girls

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Rick Conkey	Head Coach, Preseason	\$1,550.00
Nicholas Radisay	Assistant Coach, Preseason	\$800.00

Waterpolo - Boys

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Ethan Damato	Head Coach, Preseason	\$3,000.00
Ethan Damato	Head Coach, Post Season	\$3,000.00
Mackenzie Beck	Assistant Coach, Preseason	\$1,500.00
Mackenzie Beck	Assistant Coach, Post Season	\$2,000.00
Nolan McConnell	Assistant Coach, Preseason	\$2,500.00
Nolan McConnell	Assistant Coach, Post Season	\$1,000.00

Waterpolo - Girls

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Ethan Damato	Head Coach, Post Season	\$4,933.68
George Lyle	Assistant Coach, Post Season	\$1,300.00
Yoshiye Andersen	Assistant Coach, Post Season	\$1,000.00
Mackenzie Beck	Assistant Coach, Post Season	\$1,000.00

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

<u>Name:</u>	<u>Classification:</u>	<u>Effective Date:</u>
Gisela Gollrad	Classified Substitute	April 16, 2019
Paige Halbert	Substitute Teacher	April 23, 2019
Jason Keller	Substitute Teacher	April 29, 2019
Lori Levine	Substitute Teacher	April 30, 2019
Kandis Lightner	Substitute Teacher	April 30, 2019

Release:

<u>Name:</u>	<u>Classification:</u>	<u>Effective Date:</u>
Megan Sant	Walk on Coach	April 15, 2019

Laguna Beach Unified School District

12.c. CONSENT/ACTION

May 14, 2019

Approval: Student Field Trips

Proposal

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

1. El Morro Elementary School

Destination: Ocean Institute/Pilgrim Ship - Dana Point Harbor
Date: May 17-18, 2019
Chaperone(s): Bundy Kinder, Brandon Lee and parent chaperones
Cost to Student: \$105.00
Number of Students: 40
Transportation: Parents will transport to Pilgrim in Dana Point
Accommodations: Pilgrim Ship

After students read *Two Years Before the Mast* and are immersed in early California history this club culminates with an overnight stay aboard the merchant ship in Dana Point Harbor.

2. Laguna Beach High School

Destination: KSA Events Kick Off Classic - Washington, D.C., Philadelphia, New York, and New Jersey
Date: August 20 - 25, 2019
Chaperone(s): J. Shanahan, L. Neal, H. Braun, T. Stephenson and parent chaperones
Cost to Student: \$2,000.00
Number of Students: 80
Transportation: Bus and Plane
Accommodations: Hotels in Washington, D.C., and New York City (TBD)

LCAP Goals 1, 2, 4, and 5. LBHS student-athletes will be afforded the experience to meet and interact with a diverse group of students from Washington DC area schools (private and public) as well as spend dedicated time in the nation's capital exploring artifacts of United States history by visiting national museums and buildings.

3. Laguna Beach High School

Destination: Cross Country Lucky Lindy Invitational - Little Falls, Minnesota (co-ed)
Date: September 11-15, 2019
Chaperone(s): Scott Wittkop, Tommy Newton- Neal, Steve Lalim, and Aliya Shah
Cost to Student: \$550.00
Number of Students: 24
Transportation: Bus and Plane
Accommodations: Little Falls Country Club

LCAP Goals 1, 2, 4, and 5. LBHS student-athletes will compete against top athletes across the nation.

4. Laguna Beach High School

Destination: Cross Country Invitational - Fresno, CA (co-ed)
Date: October 11-12, 2019
Chaperone(s): Scott Wittkop, Tommy Newton- Neal, Steve Lalim, and Aliya Shah
Cost to Student: \$50.00
Number of Students: 42
Transportation: Bus and Plane
Accommodations: Best Western Plus

LCAP Goals 1, 2, 4, and 5. LBHS student-athletes will compete against top athletes across the nation.

5. Laguna Beach High School

Destination: Cross Country Clovis Invitational - Clovis, CA (co-ed)
Date: October 18-19, 2019
Chaperone(s): Scott Wittkop, Tommy Newton- Neal, Steve Lalim, and Aliya Shah
Cost to Student: \$0.00
Number of Students: 80
Transportation: Bus and Plane
Accommodations: Piccadilly Inn

LCAP Goals 1, 2, 4, and 5. LBHS student-athletes will compete against top athletes across the nation.

Background

The principals of El Morro Elementary and Laguna Beach High School have approved the Application for Field Trip requests and submitted the applications for approval in accordance with Board Policy 6153, School Sponsored Trips. This policy provides forms for use by parents/guardians that give permission for their students to participate in field trips, along with authorization for medical care and a waiver in conformance with Ed Code Section 35330.

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

Laguna Beach Unified School District

12.d. CONSENT/ACTION

May 14, 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 – May 14, 2019

Contractor	Description of Services	Term	Funding	Estimated Cost
Parent Reimbursement	Reimbursement for mileage for a special education student per IEP dtd 3/14/19	03/14/19-06/30/19	Mileage Reimbursement 0104256700-5880	\$ 460
Parent Reimbursement/ Legal	Reimbursement per settlement agreement dtd 9/13/17 for educational placement for a special education student	07/01/19-06/30/20	Parent Reimbursement/ Legal 0104632900-5878	\$22,500
Parent Reimbursement/ Legal	Reimbursement per settlement agreement dtd 1/9/17 for educational placement for a special education student	07/01/19-06/30/20	Parent Reimbursement/ Legal 0104632900-5878	\$45,000
Independent Contract Jennifer Toney Speech Pathology	Speech & Language services for special education students	07/01/19-06/30/20	Outside Agency 0104632900-5887	\$97,920

Laguna Beach Unified School District

12.e. CONSENT/ACTION

May 14, 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 - May 14, 2019

Contractor	Description of Services	Term	Funding	Estimated Cost
Frontline Education	District Office Absence and Substitute Management	7/1/19 - 6/30/20 Renewal	0113457175-5805	\$15,342
OCDE	District Office HR Resources Application Support Service	7/1/19 - 6/30/20 Renewal Amendment	0113457175-5805	\$13,219
Amplified IT	District Office Google Domain Support	7/1/19-6/30/20 Renewal Agreement	0113457175-5805	\$ 2,250

Laguna Beach Unified School District

12.f. CONSENT/ACTION

May 14, 2019

**Approval: Warrants #397487 Through #397727 in the Amount of \$1,202,610.20
Dates: 04/15/2019 through 05/02/2019**

Proposal

Staff proposes the Board of Education approve/ratify Warrants #397487 through #397727 in the amount of \$1,202,610.20.

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 \$1,202,610.20.

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397487	04/15/19	Advanced Alarm & Fire	ALARM MONITORING	0106477409	5560	ALARM MONITORING	1,708.00
						CHECK TOTAL:	1,708.00
00397488	04/15/19	Apple Computer Inc.	EQUIPMENT-COMPUTER \$500-\$5000	0110397140	4460	EQUIPMENT-COMPUTER \$500-	259.00
						CHECK TOTAL:	259.00
00397489	04/15/19	Archie, Allyce	3/14-3/16 - CUE CONF	0113017175	5220	TRAVEL & CONFERENCE	240.81
						CHECK TOTAL:	240.81
00397490	04/15/19	CARDINAL ENVIRONMENTAL	ROOFING	0105497411	6209	ROOFING	448.50
						CHECK TOTAL:	448.50
00397491	04/15/19	Certified Transportati	3/26 - PASADENA FED COURTHOUSE	0113015380	5865	CHARTER BUS-ATHLETIC/FIE	827.93
						CHECK TOTAL:	827.93
00397492	04/15/19	Home Depot	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	56.30
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	62.90
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	95.69
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	254.39
						CHECK TOTAL:	469.28
00397493	04/15/19	Illuminate Education I	TRAVEL & CONFERENCE	0109397150	5220	TRAVEL & CONFERENCE	600.00
						CHECK TOTAL:	600.00
00397494	04/15/19	Laguna Greenworks LLC	EQUIPMENT-NEW \$500-\$5000	0105477408	4410	EQUIPMENT-NEW \$500-\$5000	3,012.69
						CHECK TOTAL:	3,012.69
00397495	04/15/19	OCDE	3/21 - MINDFUL MOVING	0108011005	5220	TRAVEL & CONFERENCE	390.00
						CHECK TOTAL:	390.00
00397496	04/15/19	RM Systems	ALARM MONITORING	0107477409	5560	ALARM MONITORING	2,393.20
			ALARM MONITORING	0108477409	5560	ALARM MONITORING	2,393.19
						CHECK TOTAL:	4,786.39
00397497	04/15/19	ROTARY CLUB OF LAGUNA	JANUARY - JUNE 2019	0101377100	5310	DUES & MEMBERSHIPS	357.00
						CHECK TOTAL:	357.00
00397498	04/15/19	School Services of CA	CONSULTANTS-OTHER	0102397406	5831	CONSULTANTS-OTHER	575.00
						CHECK TOTAL:	575.00
00397499	04/15/19	Sigma Aldrich Corp.	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	163.16
						CHECK TOTAL:	163.16
00397500	04/15/19	Southern California Ed	MARCH 2019	0102477409	5520	LIGHT & POWER	1,881.58

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			MARCH 2019	0105477409	5520	LIGHT & POWER	9,139.16
			MARCH 2019	0106477409	5520	LIGHT & POWER	5,426.18
			MARCH 2019	0107477409	5520	LIGHT & POWER	12.69
						CHECK TOTAL:	16,459.61
00397501	04/15/19	Southwest School and O	MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	14.03
						CHECK TOTAL:	14.03
00397502	04/15/19	CARDINAL ENVIRONMENTAL	ROOFING	4007498440	6209	ROOFING	448.50
						CHECK TOTAL:	448.50
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							30,759.90

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397487	04/15/19	Advanced Alarm & Fire	ALARM MONITORING	0106477409	5560	ALARM MONITORING	1,708.00
						CHECK TOTAL:	1,708.00
00397488	04/15/19	Apple Computer Inc.	EQUIPMENT-COMPUTER \$500-\$5000	0110397140	4460	EQUIPMENT-COMPUTER \$500-	259.00
						CHECK TOTAL:	259.00
00397489	04/15/19	Archie, Allyce	3/14-3/16 - CUE CONF	0113017175	5220	TRAVEL & CONFERENCE	240.81
						CHECK TOTAL:	240.81
00397490	04/15/19	CARDINAL ENVIRONMENTAL	ROOFING	0105497411	6209	ROOFING	448.50
						CHECK TOTAL:	448.50
00397491	04/15/19	Certified Transportati	3/26 - PASADENA FED COURTHOUSE	0113015380	5865	CHARTER BUS-ATHLETIC/FIE	827.93
						CHECK TOTAL:	827.93
00397492	04/15/19	Home Depot	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	56.30
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	62.90
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	95.69
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	254.39
						CHECK TOTAL:	469.28
00397493	04/15/19	Illuminate Education I	TRAVEL & CONFERENCE	0109397150	5220	TRAVEL & CONFERENCE	600.00
						CHECK TOTAL:	600.00
00397494	04/15/19	Laguna Greenworks LLC	EQUIPMENT-NEW \$500-\$5000	0105477408	4410	EQUIPMENT-NEW \$500-\$5000	3,012.69
						CHECK TOTAL:	3,012.69
00397495	04/15/19	OCDE	3/21 - MINDFUL MOVING	0108011005	5220	TRAVEL & CONFERENCE	390.00
						CHECK TOTAL:	390.00
00397496	04/15/19	RM Systems	ALARM MONITORING	0107477409	5560	ALARM MONITORING	2,393.20
			ALARM MONITORING	0108477409	5560	ALARM MONITORING	2,393.19
						CHECK TOTAL:	4,786.39
00397497	04/15/19	ROTARY CLUB OF LAGUNA	JANUARY - JUNE 2019	0101377100	5310	DUES & MEMBERSHIPS	357.00
						CHECK TOTAL:	357.00
00397498	04/15/19	School Services of CA	CONSULTANTS-OTHER	0102397406	5831	CONSULTANTS-OTHER	575.00
						CHECK TOTAL:	575.00
00397499	04/15/19	Sigma Aldrich Corp.	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	163.16
						CHECK TOTAL:	163.16
00397500	04/15/19	Southern California Ed	MARCH 2019	0102477409	5520	LIGHT & POWER	1,881.58

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			MARCH 2019	0105477409	5520	LIGHT & POWER	9,139.16
			MARCH 2019	0106477409	5520	LIGHT & POWER	5,426.18
			MARCH 2019	0107477409	5520	LIGHT & POWER	12.69
						CHECK TOTAL:	16,459.61
00397501	04/15/19	Southwest School and O	MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	14.03
						CHECK TOTAL:	14.03
00397502	04/15/19	CARDINAL ENVIRONMENTAL	ROOFING	4007498440	6209	ROOFING	448.50
						CHECK TOTAL:	448.50
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							30,759.90

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397503	04/16/19	Aardvark Clay & Suppli	MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS	453.30
						CHECK TOTAL:	453.30
00397504	04/16/19	All American Trophy &	MATERIALS & SUPPLIES-INSTRUCT	0105015590	4310	MATERIALS & SUPPLIES-INS	232.74
						CHECK TOTAL:	232.74
00397505	04/16/19	ALL CITY MANAGEMENT SE	3/10/19 - 3/23/19	0106098040	5860	MISC OUTSIDE VENDOR	731.12
						CHECK TOTAL:	731.12
00397506	04/16/19	Eagle Print Dynamics	MATERIALS & SUPPLIES-INSTRUCT	0108015060	4310	MATERIALS & SUPPLIES-INS	211.10
						CHECK TOTAL:	211.10
00397507	04/16/19	Firebrand Media LLC	MISC OUTSIDE VENDOR	0105114695	5860	MISC OUTSIDE VENDOR	400.00
						CHECK TOTAL:	400.00
00397508	04/16/19	Fliann Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	23.65
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	28.36
						CHECK TOTAL:	52.01
00397509	04/16/19	JFK Transportation	CHARTER BUS-ATHLETIC/FIELD TRP	0105315016	5865	CHARTER BUS-ATHLETIC/FIE	474.25
						CHECK TOTAL:	474.25
00397510	04/16/19	Journeys Map Inc.	CONSULTANTS-INSTRUCTIONAL	0105014730	5830	CONSULTANTS-INSTRUCTIONA	1,000.00
			ANNUAL SOFTWARE LICENSE FEE	0105214730	5805	ANNUAL SOFTWARE LICENSE	6,000.00
						CHECK TOTAL:	7,000.00
00397511	04/16/19	LBUSD Revolving Cash F	BANK SRVC CHRG - MARCH 2019	0102397400	5820	BANKING SERVICES	15.55
			MATERIALS & SUPPLIES-INSTRUCT	0104613150	4310	MATERIALS & SUPPLIES-INS	47.75
			MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	59.23
			REFRESHMENTS - NOT FOOD SERV	0105015060	4325	REFRESHMENTS - NOT FOOD	6.18
			GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	59.37
			GENERAL SUPPLIES-NON INSTRUCT	0105477408	4340	GENERAL SUPPLIES-NON INS	25.58
			MISC OUTSIDE VENDOR	0110397140	5860	MISC OUTSIDE VENDOR	140.00
			MISC OUTSIDE VENDOR	0110397140	5860	MISC OUTSIDE VENDOR	20.00
						CHECK TOTAL:	373.66
00397512	04/16/19	Lemme, Rebecca Kristen	MISC OUTSIDE VENDOR	0105315017	5860	MISC OUTSIDE VENDOR	255.71
						CHECK TOTAL:	255.71
00397513	04/16/19	Model UN at UCSD	MISC OUTSIDE VENDOR	0105015590	5860	MISC OUTSIDE VENDOR	3,640.00
						CHECK TOTAL:	3,640.00
00397514	04/16/19	SPEAR Sports Performan	3/11/19 - 3/22/19	0105315040	5860	MISC OUTSIDE VENDOR	1,500.00
						CHECK TOTAL:	1,500.00

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397515	04/16/19	Sutkowi, Jacquelyn	MISC OUTSIDE VENDOR	0105315017	5860	MISC OUTSIDE VENDOR	255.71
						CHECK TOTAL:	255.71
00397516	04/16/19	Western OC Self Funded	2018-2019 - 3RD PREMIUM	0102017400	3601	WORKERS'COMP,CERTIFICATE	64,446.90
			2018-2019 - 3RD PREMIUM	0102397400	3602	WORKERS'COMP,CLASSIFIED	27,620.10
						CHECK TOTAL:	92,067.00
00397517	04/16/19	Zambrano, Kevin	MISC OUTSIDE VENDOR	0105315017	5860	MISC OUTSIDE VENDOR	255.71
						CHECK TOTAL:	255.71
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							107,902.31

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397518	04/17/19	Besecker, Heather	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	83.24
						CHECK TOTAL:	83.24
00397519	04/17/19	Best Best & Krieger LL	MARCH 2019	0104072000	5835	LEGAL EXPENSE	14,534.00
						CHECK TOTAL:	14,534.00
00397520	04/17/19	BOCHENEK, ANNIE	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	16.99
			MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	181.69
						CHECK TOTAL:	198.68
00397521	04/17/19	BROOKER, CASSANDRA	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	65.95
			MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	325.77
						CHECK TOTAL:	391.72
00397522	04/17/19	Cama Stevens	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	219.05
			MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	161.17
						CHECK TOTAL:	380.22
00397523	04/17/19	CLASSLINK INC.	ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	1,495.00
						CHECK TOTAL:	1,495.00
00397524	04/17/19	Cox Communications	APRIL 2019	0100005090	8699	ALL OTHER LOCAL REVENUE	-6,222.28
			APRIL 2019	0113457175	5940	INTERNET CONNECTIVITY	11,983.13
			APRIL 2019	0113457175	5940	INTERNET CONNECTIVITY	268.21
			APRIL 2019	0113457175	5940	INTERNET CONNECTIVITY	160.92
						CHECK TOTAL:	6,189.98
00397525	04/17/19	Family Tree Optometric	MARCH 2019	0104632900	5888	VISION THERAPY	480.00
						CHECK TOTAL:	480.00
00397526	04/17/19	Fratzke, Estee	MATERIALS & SUPPLIES-INSTRUCT	0105315017	4310	MATERIALS & SUPPLIES-INS	1,126.32
			MATERIALS & SUPPLIES-INSTRUCT	0105315017	4310	MATERIALS & SUPPLIES-INS	1,615.46
						CHECK TOTAL:	2,741.78
00397527	04/17/19	Gretchen Sjule	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	15.00
						CHECK TOTAL:	15.00
00397528	04/17/19	Halle Davidson	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	204.38
						CHECK TOTAL:	204.38
00397529	04/17/19	HANSON, HEATHER	2/5-2/10 - MUN CHICAGO	0105015590	5220	TRAVEL & CONFERENCE	33.65
						CHECK TOTAL:	33.65
00397530	04/17/19	Hartley, Leanne	3/5-3/6 - AERIES CONF	0113017175	5220	TRAVEL & CONFERENCE	68.89

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
CHECK TOTAL:							68.89
00397531	04/17/19		APRIL 2019	0104632900	5878	PARENT REIMBURSEMENT (LE	2,260.00
CHECK TOTAL:							2,260.00
00397532	04/17/19	Jon Todd	2/5-2/10 - MON CHICAGO	0105015590	5860	MISC OUTSIDE VENDOR	2,311.15
CHECK TOTAL:							2,311.15
00397533	04/17/19	KRAUSE, KIM	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	15.00
CHECK TOTAL:							15.00
00397534	04/17/19	Leighton, Ivy	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	32.25
CHECK TOTAL:							32.25
00397535	04/17/19	New Haven Youth & Fami	MARCH 2019	0104132750	5889	OTHER THERAPY	2,200.00
CHECK TOTAL:							2,200.00
00397536	04/17/19	Park, Jennifer	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	366.60
CHECK TOTAL:							232.45
00397537	04/17/19	Randi Beckley	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	520.44
CHECK TOTAL:							31.99
00397538	04/17/19	Rojas, Yadhira	MILEAGE - 3/1/19 - 3/26/19	0102013060	5210	MILEAGE REIMBURSEMENT	207.64
CHECK TOTAL:							207.64
00397539	04/17/19	Tamara Wong	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	120.00
CHECK TOTAL:							120.00
00397540	04/17/19	Teryl Campbell	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	114.97
CHECK TOTAL:							114.97
00397541	04/17/19	TLC Child & Family Ser	MARCH 2019	0104632210	5889	OTHER THERAPY	984.42
CHECK TOTAL:							984.42
00397542	04/17/19	TOGAWA, GREG	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	107.74
CHECK TOTAL:							107.74
00397543	04/17/19	Triana Ramazan	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	26.37
CHECK TOTAL:							171.59
CHECK TOTAL:							197.96

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397544	04/17/19	Verizon Wireless LA	MARCH 2019	0113457175	5930	MOBILE COMMUNICATIONS	2,385.62
						CHECK TOTAL:	2,385.62
00397545	04/17/19	WILLIAMS, JAY	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	66.95
						CHECK TOTAL:	66.95
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							38,971.72

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397546	04/19/19	AT&T	MARCH 2019	0107477409	5920	TELEPHONE SERVICE	11.30
						CHECK TOTAL:	11.30
00397547	04/19/19	Campus Safety Group	CONSULTANTS-OTHER	0102395980	5831	CONSULTANTS-OTHER	1,800.00
						CHECK TOTAL:	1,800.00
00397548	04/19/19	Dan's Thermal Services	CONTRACT SERVICES	0106477408	5610	CONTRACT SERVICES	350.07
						CHECK TOTAL:	350.07
00397549	04/19/19	Ganahl Lumber	MISC OUTSIDE VENDOR	0105315015	5860	MISC OUTSIDE VENDOR	11.54
			MISC OUTSIDE VENDOR	0105315015	5860	MISC OUTSIDE VENDOR	107.60
			MISC OUTSIDE VENDOR	0105315015	5860	MISC OUTSIDE VENDOR	13.99
			MISC OUTSIDE VENDOR	0105315015	5860	MISC OUTSIDE VENDOR	21.93
			MISC OUTSIDE VENDOR	0105315015	5860	MISC OUTSIDE VENDOR	58.72
						CHECK TOTAL:	213.78
00397550	04/19/19	Laguna Graphic Arts In	OUTSIDE PRINTING	0105315017	5870	OUTSIDE PRINTING	522.59
						CHECK TOTAL:	522.59
00397551	04/19/19	Lakeshore Learning Mat	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	200.00
						CHECK TOTAL:	200.00
00397552	04/19/19	LBHS ASB	ADVERTISING	0102014345	5815	ADVERTISING	195.00
						CHECK TOTAL:	195.00
00397553	04/19/19	Office Depot	GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	104.85
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	135.74
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	40.04
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	25.70
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	32.35
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	201.90
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	31.08
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	330.77
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	106.41
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	66.13
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	21.32
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	84.37
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	184.95
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	8.84
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	155.36
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	155.07
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	56.61
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	270.73
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	7.52

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	52.95
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	10.27
			PRINTERS <\$250 & INK/SUPPLIES	0108011005	4322	PRINTERS <\$250 & INK/SUP	87.49
			GENERAL SUPPLIES-NON INSTRUCT	0108091005	4340	GENERAL SUPPLIES-NON INS	89.60
						CHECK TOTAL:	2,260.05
00397554	04/19/19	Procure America Inc	FEBRUARY 2019 - TELECOM	0102477409	5831	CONSULTANTS-OTHER	1,129.84
			FEBRUARY 2019 - WIRELESS	0102477409	5831	CONSULTANTS-OTHER	71.19
						CHECK TOTAL:	1,201.03
00397555	04/19/19	SC Fuels	MARCH 2019	0102477408	4375	FUEL FOR VEHICLES	457.53
			MARCH 2019	0105477408	4375	FUEL FOR VEHICLES	378.72
						CHECK TOTAL:	836.25
00397556	04/19/19	Southern Calif Gas Co.	MARCH 2019	0102477409	5510	HEAT - UTILITIES	36.86
			MARCH 2019	0102477409	5510	HEAT - UTILITIES	24.43
			MARCH 2019	0102477409	5510	HEAT - UTILITIES	26.08
			MARCH 2019	0105477409	5510	HEAT - UTILITIES	450.09
			MARCH 2019	0105477409	5510	HEAT - UTILITIES	601.28
			MARCH 2019	0105477409	5510	HEAT - UTILITIES	36.86
			MARCH 2019	0106477409	5510	HEAT - UTILITIES	575.21
			MARCH 2019	0108477409	5510	HEAT - UTILITIES	342.34
						CHECK TOTAL:	2,093.15
00397557	04/19/19	Southern California Ed	MARCH 2019	0107477409	5520	LIGHT & POWER	2,671.50
						CHECK TOTAL:	2,671.50
00397558	04/19/19	West Coast Fire & Inte	ALARM MONITORING	0106477409	5560	ALARM MONITORING	105.00
			ALARM MONITORING	0108477409	5560	ALARM MONITORING	750.00
			ALARM MONITORING	0105477409	5560	ALARM MONITORING	360.00
						CHECK TOTAL:	1,215.00
00397559	04/19/19	WLC LLC	CONSULTANTS-OTHER	0101377100	5831	CONSULTANTS-OTHER	2,995.00
						CHECK TOTAL:	2,995.00
00397560	04/19/19	Gold Star Foods	FOOD	1302277426	4700	FOOD	252.56
			FOOD	1302277426	4700	FOOD	188.95
			FOOD	1302277426	4700	FOOD	521.00
			FOOD	1302277426	4700	FOOD	87.45
			FOOD	1302277426	4700	FOOD	273.53
			FOOD	1302277426	4700	FOOD	156.62
			FOOD	1302277426	4700	FOOD	94.11
			FOOD	1302277426	4700	FOOD	83.38
			FOOD	1302277426	4700	FOOD	34.62

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	139.18
			FOOD	1302277426	4700	FOOD	103.37
			FOOD	1302277426	4700	FOOD	211.13
			FOOD	1302277426	4700	FOOD	662.10
			FOOD	1302277426	4700	FOOD	203.53
			FOOD	1302277426	4700	FOOD	63.47
			FOOD	1302277426	4700	FOOD	202.06
			FOOD	1302277426	4700	FOOD	81.42
			FOOD	1302277426	4700	FOOD	19.43
			FOOD	1302277426	4700	FOOD	38.86
			FOOD	1302277426	4700	FOOD	162.84
			FOOD	1302277426	4700	FOOD	202.06
						CHECK TOTAL:	3,781.67
00397561	04/19/19	Harvest Santa Barbara	FOOD	1302277426	4700	FOOD	1,395.00
			FOOD	1302277426	4700	FOOD	346.80
						CHECK TOTAL:	1,741.80
00397562	04/19/19	Hollandia Dairy Inc	FOOD	1302277426	4700	FOOD	123.13
			FOOD	1302277426	4700	FOOD	111.60
			FOOD	1302277426	4700	FOOD	131.56
			FOOD	1302277426	4700	FOOD	163.90
			FOOD	1302277426	4700	FOOD	72.21
			FOOD	1302277426	4700	FOOD	138.12
			FOOD	1302277426	4700	FOOD	18.60
			FOOD	1302277426	4700	FOOD	87.51
			FOOD	1302277426	4700	FOOD	104.54
			FOOD	1302277426	4700	FOOD	122.98
			FOOD	1302277426	4700	FOOD	103.20
			FOOD	1302277426	4700	FOOD	158.97
			FOOD	1302277426	4700	FOOD	93.90
			FOOD	1302277426	4700	FOOD	125.88
			FOOD	1302277426	4700	FOOD	91.15
			FOOD	1302277426	4700	FOOD	0.00
						CHECK TOTAL:	1,647.25
00397563	04/19/19	P & R Paper Supply Co	GENERAL SUPPLIES-NON INSTRUCT	1302277426	4340	GENERAL SUPPLIES-NON INS	1,893.75
			GENERAL SUPPLIES-NON INSTRUCT	1302277426	4340	GENERAL SUPPLIES-NON INS	2,067.86
			GENERAL SUPPLIES-NON INSTRUCT	1302277426	4340	GENERAL SUPPLIES-NON INS	45.30
						CHECK TOTAL:	4,006.91
00397564	04/19/19	STIX HOLDINGS LLC	FOOD	1302277426	4700	FOOD	105.75
			FOOD	1302277426	4700	FOOD	192.50
			FOOD	1302277426	4700	FOOD	105.75

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	122.50
						CHECK TOTAL:	526.50
00397565	04/19/19	SUNRISE PRODUCE	FOOD	1302277426	4700	FOOD	58.10
			FOOD	1302277426	4700	FOOD	58.10
			FOOD	1302277426	4700	FOOD	170.34
			FOOD	1302277426	4700	FOOD	51.71
			FOOD	1302277426	4700	FOOD	55.41
			FOOD	1302277426	4700	FOOD	95.13
			FOOD	1302277426	4700	FOOD	76.85
			FOOD	1302277426	4700	FOOD	125.08
			FOOD	1302277426	4700	FOOD	109.11
			FOOD	1302277426	4700	FOOD	33.26
			FOOD	1302277426	4700	FOOD	-76.50
			FOOD	1302277426	4700	FOOD	-76.50
						CHECK TOTAL:	680.09
00397566	04/19/19	Sysco Food Service of	FOOD	1302277426	4700	FOOD	219.02
			FOOD	1302277426	4700	FOOD	786.54
			FOOD	1302277426	4700	FOOD	83.43
			FOOD	1302277426	4700	FOOD	56.39
			FOOD	1302277426	4700	FOOD	119.29
			FOOD	1302277426	4700	FOOD	266.44
			FOOD	1302277426	4700	FOOD	33.65
			FOOD	1302277426	4700	FOOD	977.54
			FOOD	1302277426	4700	FOOD	33.65
			FOOD	1302277426	4700	FOOD	33.65
			FOOD	1302277426	4700	FOOD	73.75
			FOOD	1302277426	4700	FOOD	90.15
			FOOD	1302277426	4700	FOOD	33.65
			FOOD	1302277426	4700	FOOD	293.07
						CHECK TOTAL:	3,100.22
00397567	04/19/19	US Foodservice Inc.	FOOD	1302277426	4700	FOOD	40.20
			FOOD	1302277426	4700	FOOD	537.56
			FOOD	1302277426	4700	FOOD	1,081.58
			FOOD	1302277426	4700	FOOD	377.44
			FOOD	1302277426	4700	FOOD	807.57
			FOOD	1302277426	4700	FOOD	22.69
			FOOD	1302277426	4700	FOOD	84.15
			FOOD	1302277426	4700	FOOD	444.58
			FOOD	1302277426	4700	FOOD	-25.34
			FOOD	1302277426	4700	FOOD	-25.34
						CHECK TOTAL:	3,345.09

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
0397568	04/19/19	Yee, Pavadee	FOOD SERVICE SALES	1300007426	8634	FOOD SERVICE SALES	100.00
						CHECK TOTAL:	100.00
0397569	04/19/19	Z PIZZA INC	FOOD	1302277426	4700	FOOD	90.00
			FOOD	1302277426	4700	FOOD	90.00
			FOOD	1302277426	4700	FOOD	144.00
			FOOD	1302277426	4700	FOOD	162.00
			FOOD	1302277426	4700	FOOD	270.00
						CHECK TOTAL:	756.00
0397570	04/19/19	Division of State Arch	PUBLIC AGENCY FEES	4205498650	6268	PUBLIC AGENCY FEES	4,301.74
						CHECK TOTAL:	4,301.74
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							40,551.99

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397571	04/22/19	Acorn Media	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	53.86
			MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	213.31
						CHECK TOTAL:	267.17
00397572	04/22/19	Acorn Naturalists	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	214.21
			MATERIALS & SUPPLIES-INSTRUCT	0108015600	4310	MATERIALS & SUPPLIES-INS	479.07
						CHECK TOTAL:	693.28
00397573	04/22/19	Allied Electronics & A	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	495.25
						CHECK TOTAL:	495.25
00397574	04/22/19	ANCHOR ELECTRIC	ELECTRICAL REPAIRS	0108477408	5661	ELECTRICAL REPAIRS	512.00
						CHECK TOTAL:	512.00
00397575	04/22/19	Apple Computer Inc.	EQUIPMENT-COMPUTER \$500-\$5000	0113457175	4460	EQUIPMENT-COMPUTER \$500-	578.62
						CHECK TOTAL:	578.62
00397576	04/22/19	BLICK ART MATERIALS	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	48.59
						CHECK TOTAL:	48.59
00397577	04/22/19	BrightView Landscape S	JANUARY 2019	0102477409	5680	LANDSCAPE/IRRIGATION	562.99
			JANUARY 2019	0105477409	5680	LANDSCAPE/IRRIGATION	5,971.29
			JANUARY 2019	0106477409	5680	LANDSCAPE/IRRIGATION	2,814.97
			JANUARY 2019	0107477409	5680	LANDSCAPE/IRRIGATION	5,723.78
			JANUARY 2019	0108477409	5680	LANDSCAPE/IRRIGATION	3,284.13
			MARCH 2019 - EXTRA WORK	0102477409	5680	LANDSCAPE/IRRIGATION	1,934.09
			MARCH 2019 - EXTRA WORK	0105477409	5680	LANDSCAPE/IRRIGATION	598.87
			MARCH 2019 - EXTRA WORK	0106477409	5680	LANDSCAPE/IRRIGATION	480.00
			MARCH 2019 - EXTRA WORK	0108477409	5680	LANDSCAPE/IRRIGATION	1,304.24
			MARCH 2019	0102477409	5680	LANDSCAPE/IRRIGATION	623.70
			MARCH 2019	0105477409	5680	LANDSCAPE/IRRIGATION	5,920.63
			MARCH 2019	0106477409	5680	LANDSCAPE/IRRIGATION	3,118.49
			MARCH 2019	0107477409	5680	LANDSCAPE/IRRIGATION	4,261.94
			MARCH 2019	0108477409	5680	LANDSCAPE/IRRIGATION	3,638.24
						CHECK TOTAL:	40,237.36
00397578	04/22/19	Caputo,Christopher J.	MISC OUTSIDE VENDOR	0105315015	5860	MISC OUTSIDE VENDOR	6,175.00
						CHECK TOTAL:	6,175.00
00397579	04/22/19	Cintas Corporation Loc	OTHER CUSTODIAL SUPPLIES	0106477409	4361	OTHER CUSTODIAL SUPPLIES	234.65
						CHECK TOTAL:	234.65
00397580	04/22/19	Diversified Window Cov	OTHER MAINTENANCE SERVICES	0108477408	5610	CONTRACT SERVICES	2,022.00
						CHECK TOTAL:	2,022.00

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397581	04/22/19	Firebrand Media LLC	MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	400.00
						CHECK TOTAL:	400.00
00397582	04/22/19	Flinn Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	56.06
						CHECK TOTAL:	56.06
00397583	04/22/19	Laguna Playhouse	MISC OUTSIDE VENDOR	0108015570	5860	MISC OUTSIDE VENDOR	500.00
						CHECK TOTAL:	500.00
00397584	04/22/19	Lordsburg Communicatio	OUTSIDE PRINTING	0110397140	5870	OUTSIDE PRINTING	125.64
			OUTSIDE PRINTING	0110397140	5870	OUTSIDE PRINTING	50.21
						CHECK TOTAL:	175.85
00397585	04/22/19	Maintex	OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	2,624.04
			CUSTODIAL CONSUMABLES(PAPER)	0106477409	4360	CUSTODIAL CONSUMABLES(PA	358.44
						CHECK TOTAL:	2,982.48
00397586	04/22/19	NICOLE MILLER & ASSOCI	CONSULTANTS-OTHER	0110397140	5831	CONSULTANTS-OTHER	18,823.50
						CHECK TOTAL:	18,823.50
00397587	04/22/19	OCEAN Institute	MISC OUTSIDE VENDOR	0108015570	5860	MISC OUTSIDE VENDOR	129.00
						CHECK TOTAL:	129.00
00397588	04/22/19	Penske Truck Leasing C	RENTAL EXPENSE	0105315015	5620	RENTAL EXPENSE	121.57
			RENTAL EXPENSE	0105315015	5620	RENTAL EXPENSE	20.86
						CHECK TOTAL:	142.43
00397589	04/22/19	Sparkletts	MISC OUTSIDE VENDOR	0102397400	5860	MISC OUTSIDE VENDOR	242.34
						CHECK TOTAL:	242.34
00397590	04/22/19	Spirit of the MACY Awa	MISC OUTSIDE VENDOR	0105315015	5860	MISC OUTSIDE VENDCR	650.00
						CHECK TOTAL:	650.00
00397591	04/22/19	Triskelion Event Servi	MISC OUTSIDE VENDOR	0105315015	5860	MISC OUTSIDE VENDCR	3,307.00
						CHECK TOTAL:	3,307.00
00397592	04/22/19	VORTEX INDUSTRIES INC.	CONTRACT SERVICES	0102477408	5610	CONTRACT SERVICES	880.00
						CHECK TOTAL:	880.00
00397593	04/22/19	William V MacGill & Co	GENERAL SUPPLIES-NON INSTRUCT	0108171005	4340	GENERAL SUPPLIES-NON INS	97.71
						CHECK TOTAL:	97.71
00397594	04/22/19	Yamaha Golf Cars of Ca	VEHICLE REPAIR	0105477408	5640	VEHICLE REPAIR	246.63

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
CHECK TOTAL:							246.63
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							79,896.92

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397595	04/23/19	ABEDI Inc.	MARCH 2019	0104602140	5894	IBI SUPERVISION	8,098.14
						CHECK TOTAL:	8,098.14
00397596	04/23/19	Apple Computer Inc.	EQUIPMENT-COMPUTER \$500-\$5000	0110397140	4460	EQUIPMENT-COMPUTER \$500-	377.07
			EQUIPMENT-COMPUTER \$500-\$5000	0110397140	4460	EQUIPMENT-COMPUTER \$500-	287.69
			EQUIPMENT-COMPUTER \$500-\$5000	0110397140	4460	EQUIPMENT-COMPUTER \$500-	2,623.25
						CHECK TOTAL:	3,288.01
00397597	04/23/19	AT&T	MARCH 2019	0102477409	5920	TELEPHONE SERVICE	30.10
			MARCH 2019	0106477409	5920	TELEPHONE SERVICE	6.13
						CHECK TOTAL:	36.23
00397598	04/23/19	BLICK ART MATERIALS	MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS	391.54
						CHECK TOTAL:	391.54
00397599	04/23/19	Brian Kull	3/14-3/16 - CUE CONF	0113017175	5220	TRAVEL & CONFERENCE	120.64
						CHECK TOTAL:	120.64
00397600	04/23/19	Brookes Publishing Com	MATERIALS & SUPPLIES-INSTRUCT	0102115398	4310	MATERIALS & SUPPLIES-INS	199.80
						CHECK TOTAL:	199.80
00397601	04/23/19	CALIFORNIA YOUTH SERVI	CONSULTANTS-OTHER	0101395985	5831	CONSULTANTS-OTHER	400.00
						CHECK TOTAL:	400.00
00397602	04/23/19	CDW GOVERNMENT LLC	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	1,608.76
						CHECK TOTAL:	1,608.76
00397603	04/23/19	Chastain, Shannon	3/14-3/16 - CUE CONF	0113017175	5220	TRAVEL & CONFERENCE	204.59
						CHECK TOTAL:	204.59
00397604	04/23/19	Corso, Ian	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	479.99
						CHECK TOTAL:	479.99
00397605	04/23/19	Void - Continued Stub	Undefined.....	Undef.	Unde	CHECK TOTAL:	0.00*
00397606	04/23/19	Durham School Services	2/8 - TOW TO LBHS	0102014345	5865	CHARTER BUS-ATHLETIC/FIE	75.25
			MARCH 2019	0102256700	5100	SUBAGREEMENTS FOR SERVIC	131,901.87
			MARCH 2019	0104256700	5100	SUBAGREEMENTS FOR SERVIC	32,183.44
			3/15 - UCI	0105014730	5865	CHARTER BUS-ATHLETIC/FIE	322.50
			3/29 - NEWPORT HARBOR	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	431.25
			3/29 - HUNTINGTON BEACH	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	496.25
			3/29 - NEWPORT HARBOR	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	480.00
			3/28 - NEWLAND ST	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	382.50
			3/28 - MARINA HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	350.00

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			3/27 - MARINA HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	463.75
			3/27 - NEWLAND ST	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	409.80
			3/27 - NEWPORT HARBOR	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	431.25
			3/26 - NEWPORT HARBOR	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	447.50
			3/26 - NEWPORT HARBOR	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	431.25
			3/25 - NEWPORT HARBOR	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	350.00
			3/22 - CDM	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	409.80
			3/22 - CDM	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	458.55
			3/21 - FOUNTAIN VALLEY HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	75.00
			3/21 - FOUNTAIN VALLEY HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	458.55
			3/20 - LOS ALAMITOS HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	598.95
			3/20 - MARINA HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	480.00
			3/19 - LOS ALAMITOS HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	468.95
			3/19 - CDM	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	387.70
			3/15 - HUNTINGTON BEACH HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	447.50
			3/25 - NEWPORT HARBOR HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	463.75
			3/14 - NEWLAND ST	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	420.20
			3/14 - HUNTINGTON BEACH HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	491.05
			3/13 - SANTA MARGARITA HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	474.80
			3/13 - EDISON HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	480.00
			3/13 - EDISON HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	1,510.20
			3/12 - J SERRA HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	398.75
			3/12 - EDISON HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	447.50
			3/12 - LOS ALAMITOS HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	447.50
			3/11 - NEWLAND ST	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	366.25
			3/8 - IRVINE HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	963.75
			3/7 - SAN CLEMENTE HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	491.05
			3/7 - EDISON HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	382.50
			3/6 - NEWLAND STREET	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	75.00
			3/5 - FOUNTAIN VALLEY HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	350.00
			3/4 - SAN JUAN HILLS HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	350.00
			3/1 - COOKS PARK	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	431.25
			3/1 - HUNTINGTON BEACH HS	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	468.95
			3/15 - TEASER PERFORMANCE	0105315015	5865	CHARTER BUS-ATHLETIC/FIE	196.94
			3/20 - BOWERS MUSEUM	0105315015	5865	CHARTER BUS-ATHLETIC/FIE	150.50
			MARCH 2019	0106011008	5855	CHARTER BUS-HOME TO SCHO	1,191.70
			3/23 - DISNEYLAND	0106015060	5865	CHARTER BUS-ATHLETIC/FIE	623.50
			3/12 - TOW & ELM	0106015570	5865	CHARTER BUS-ATHLETIC/FIE	172.00
			3/9 - TMS SHUTTLE	0106015570	5865	CHARTER BUS-ATHLETIC/FIE	623.50
			3/28 - CSUF	0106015570	5865	CHARTER BUS-ATHLETIC/FIE	293.69
			3/21 - ALTA LAGUNA PARK	0106015570	5865	CHARTER BUS-ATHLETIC/FIE	53.75
			MARCH 2019	0106015600	5855	CHARTER BUS-HOME TO SCHO	794.47
			3/29 - UCI WATER FESTIVAL	0107011003	5865	CHARTER BUS-ATHLETIC/FIE	501.38
			2/7 - LBHS	0107011005	5865	CHARTER BUS-ATHLETIC/FIE	104.06

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			MARCH 2019	0107013040	5855	CHARTER BUS-HOME TO SCHO	1,499.84
			3/14 - OCEAN INSTITUTE	0107015570	5865	CHARTER BUS-ATHLETIC/FIE	172.00
			3/5 - OCEAN INSTITUTE	0107015570	5865	CHARTER BUS-ATHLETIC/FIE	243.81
			3/28 - OCEAN INSTITUTE	0107015570	5865	CHARTER BUS-ATHLETIC/FIE	182.75
			3/26 - OCEAN INSTITUTE	0107015570	5865	CHARTER BUS-ATHLETIC/FIE	172.00
						CHECK TOTAL:	188,930.00
00397607	04/23/19	Follett School Solutio	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	1,083.94
						CHECK TOTAL:	1,083.94
00397608	04/23/19	Frontier California In	APRIL 2019	0105477409	5920	TELEPHONE SERVICE	68.15
						CHECK TOTAL:	68.15
00397609	04/23/19	Herkins, Lisa	MISC OUTSIDE VENDOR	0105015040	5860	MISC OUTSIDE VENDOR	250.00
						CHECK TOTAL:	250.00
00397610	04/23/19	HIDDLESON LISTENING LA	MARCH 2019	0104632900	5889	OTHER THERAPY	1,200.00
						CHECK TOTAL:	1,200.00
00397611	04/23/19	Hovanessian, Tanya	MISC OUTSIDE VENDOR	0105015040	5860	MISC OUTSIDE VENDOR	250.00
						CHECK TOTAL:	250.00
00397612	04/23/19		MAY 2019	0104632900	5878	PARENT REIMBURSEMENT (LE	3,950.00
						CHECK TOTAL:	3,950.00
00397613	04/23/19	Mary Blanton	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	23.95
			MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	176.96
						CHECK TOTAL:	200.91
00397614	04/23/19	Melissa Martinez	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	123.11
			MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	392.66
						CHECK TOTAL:	515.77
00397615	04/23/19	NASCO MODESTO	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	781.89
						CHECK TOTAL:	781.89
00397616	04/23/19	Oriental Trading Co	GENERAL SUPPLIES-NON INSTRUCT	0108015040	4340	GENERAL SUPPLIES-NON INS	124.11
						CHECK TOTAL:	124.11
00397617	04/23/19	Pioneer Revere	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	25.49
						CHECK TOTAL:	25.49
00397618	04/23/19	PTM Document Systems	GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	357.65
						CHECK TOTAL:	357.65

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397619	04/23/19	Randi Beckley	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	110.37
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	94.03
						CHECK TOTAL:	204.40
00397620	04/23/19	Sean Mehegan	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	29.34
						CHECK TOTAL:	29.34
00397621	04/23/19	Silver, Laura	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	200.00
						CHECK TOTAL:	200.00
00397622	04/23/19	Staff Rehab	MARCH 2019	0104172860	5831	CONSULTANTS-OTHER	6,257.16
						CHECK TOTAL:	6,257.16
00397623	04/23/19	Tamara Wong	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	200.00
						CHECK TOTAL:	200.00
00397624	04/23/19	Ward's Natural Science	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	186.38
						CHECK TOTAL:	186.38
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							219,642.89

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397625	04/24/19	Cox Communications	MARCH 2019	0113457175	5940	INTERNET CONNECTIVITY	1,974.32
						CHECK TOTAL:	1,974.32
00397626	04/24/19	Dick Blick	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	578.12
						CHECK TOTAL:	578.12
00397627	04/24/19	Frontier California In	APRIL 2019	0102477409	5920	TELEPHONE SERVICE	420.06
			APRIL 2019	0105477409	5920	TELEPHONE SERVICE	406.32
			APRIL 2019	0106477409	5920	TELEPHONE SERVICE	266.55
			APRIL 2019	0107477409	5920	TELEPHONE SERVICE	327.83
			APRIL 2019	0108477409	5920	TELEPHONE SERVICE	263.22
						CHECK TOTAL:	1,683.98
00397628	04/24/19	Grainger	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	96.42
						CHECK TOTAL:	96.42
00397629	04/24/19	LEE, RAYMOND	4/16-4/17 - CASBO	0102397406	5220	TRAVEL & CONFERENCE	465.06
						CHECK TOTAL:	465.06
00397630	04/24/19	Penske Truck Leasing C	MISC OUTSIDE VENDOR	0105114695	5860	MISC OUTSIDE VENDOR	178.80
						CHECK TOTAL:	178.80
00397631	04/24/19	PILON, ANGELA	REFRESHMENTS - NOT FOOD SERV	0105091012	4325	REFRESHMENTS - NOT FOOD	60.65
						CHECK TOTAL:	60.65
00397632	04/24/19	Seneca Family of Agenc	MARCH 2019	0104132750	5889	OTHER THERAPY	300.00
						CHECK TOTAL:	300.00
00397633	04/24/19	Southern Calif Gas Co.	APRIL 2019	0107477409	5510	HEAT - UTILITIES	233.58
						CHECK TOTAL:	233.58
00397634	04/24/19	Staples Advantage	PRINTERS <\$250 & INK/SUPPLIES	0102397406	4322	PRINTERS <\$250 & INK/SUP	311.07
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	0.84
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	16.70
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	410.70
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	175.72
						CHECK TOTAL:	915.03
00397635	04/24/19	Tingirides, Amy	MILEAGE - 1/30/19-4/9/19	0104644575	5210	MILEAGE REIMBURSEMENT	90.48
						CHECK TOTAL:	90.48

TOTAL FOR STOCK 76 Laguna Beach's check stock ID 6,576.44

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397636	04/25/19	Aardvark Clay & Suppli	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	125.69 125.69
00397637	04/25/19	AMERICAN LOGISTICS COM	MARCH 2019	0104256700	5100	SUBAGREEMENTS FOR SERVIC CHECK TOTAL:	32,530.00 32,530.00
00397638	04/25/19	Barber & Gonzales Cons	CONSULTANTS-OTHER	0101377130	5831	CONSULTANTS-OTHER CHECK TOTAL:	3,079.43 3,079.43
00397639	04/25/19	Capistrano USD	OTHER LOCAL AGENCY FEES	0104292800	5852	OTHER LOCAL AGENCY FEES CHECK TOTAL:	242.72 242.72
00397640	04/25/19	Culver Newlin Inc.	EQUIPMENT-NEW \$500-\$5000	0105091012	4410	EQUIPMENT-NEW \$500-\$5000 CHECK TOTAL:	4,905.83 4,905.83
00397641	04/25/19	Dunn Edwards Paint	MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES CHECK TOTAL:	1,326.31 1,326.31
00397642	04/25/19	File Keepers LLC	MISC OUTSIDE VENDOR	0101377100	5860	MISC OUTSIDE VENDOR CHECK TOTAL:	314.45 314.45
00397643	04/25/19	JFK Transportation	3/29 - NORTON SIMON	0105011012	5865	CHARTER BUS-ATHLETIC/FIE CHECK TOTAL:	745.00 745.00
00397644	04/25/19	Konica Minolta	CONSULTANTS-COMPUTER SERVICES	0113457175	5832	CONSULTANTS-COMPUTER SER CHECK TOTAL:	300.00 300.00
00397645	04/25/19	Maintex	OTHER CUSTODIAL SUPPLIES OTHER CUSTODIAL SUPPLIES	0105477409 0107477409	4361 4361	OTHER CUSTODIAL SUPPLIES OTHER CUSTODIAL SUPPLIES CHECK TOTAL:	652.97 1,317.22 1,970.19
00397646	04/25/19		4/1/19 - 4/5/19 4/15/19 - 4/19/19	0104632900 0104632900	5878 5878	PARENT REIMBURSEMENT (LE PARENT REIMBURSEMENT (LE CHECK TOTAL:	1,625.00 1,625.00 3,250.00
00397647	04/25/19	MULTI-HEALTH SYSTEMS I	TESTS/SCORING	0104613150	4330	TESTS/SCORING CHECK TOTAL:	562.50 562.50
00397648	04/25/19	NICOLE MILLER & ASSOCI	CONSULTANTS-OTHER	0110397140	5831	CONSULTANTS-OTHER CHECK TOTAL:	7,924.50 7,924.50
00397649	04/25/19	Office Depot	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0108011005 0108011005	4310 4310	MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS CHECK TOTAL:	24.41 47.37 71.78

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397650	04/25/19	OverDrive Inc.	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	199.94
						CHECK TOTAL:	199.94
00397651	04/25/19	Southwest School and O	COPIER PAPER	0107011005	4312	COPIER PAPER	110.99
			PRINTERS <\$250 & INK/SUPPLIES	0107011005	4322	PRINTERS <\$250 & INK/SUP	3,816.86
			PRINTERS <\$250 & INK/SUPPLIES	0107011005	4322	PRINTERS <\$250 & INK/SUP	1,055.30
			PRINTERS <\$250 & INK/SUPPLIES	0107011005	4322	PRINTERS <\$250 & INK/SUP	633.18
			PRINTERS <\$250 & INK/SUPPLIES	0107011005	4322	PRINTERS <\$250 & INK/SUP	761.87
						CHECK TOTAL:	6,378.20
00397652	04/25/19	Ruhnau Clarke Architec	ARCHITECTURAL DESIGN FEES	2505498410	6220	ARCHITECTURAL DESIGN FEE	4,136.00
						CHECK TOTAL:	4,136.00
00397653	04/25/19	Ruhnau Clarke Architec	SOFT COSTS - OTHER (SPECIFY)	4205498650	6282	SOFT COSTS - OTHER (SPEC	1,336.50
			PLANNING/ENGINEERING FEES	4206498510	6219	PLANNING/ENGINEERING FEE	3,465.00
			PLANNING/ENGINEERING FEES	4206498700	6219	PLANNING/ENGINEERING FEE	6,060.00
						CHECK TOTAL:	10,861.50
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							78,924.04

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397654	04/26/19	BLICK ART MATERIALS	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	116.53 116.53
00397655	04/26/19	Blue Shield of Califor	MAY 2019 MAY 2019 MAY 2019 MAY 2019	0102017400 0102017400 0102397400 0102397400	3401 3401 3402 3402	HEALTH & WELFARE, CERTIF HEALTH & WELFARE, CERTIF HEALTH & WELFARE,CLASSIF HEALTH & WELFARE,CLASSIF CHECK TOTAL:	154,971.20 1,051.50 76,329.10 517.91 232,869.71
00397656	04/26/19	Certified Transportati	4/3 - OC RESCUE MISSION 4/3 - GIVING FARM 4/3 - VIRGIN ORBIT 4/3 - JUNIOR ACHIEVEMENT	0106015040 0106015040 0106015040 0106015040	5865 5865 5865 5865	CHARTER BUS-ATHLETIC/FIE CHARTER BUS-ATHLETIC/FIE CHARTER BUS-ATHLETIC/FIE CHARTER BUS-ATHLETIC/FIE CHECK TOTAL:	603.48 603.48 1,078.56 1,463.76 3,749.28
00397657	04/26/19	Cintas Corporation Loc	OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES CHECK TOTAL:	115.01 115.01
00397658	04/26/19	Cox Communications	APRIL 2019	0106091008	5860	MISC OUTSIDE VENDOR CHECK TOTAL:	17.99 17.99
00397659	04/26/19	Johnson Controls Fire	MAY 2019 MAY 2019 MAY 2019 MAY 2019 MAY 2019 MAY 2019	0102477409 0105477409 0106477409 0107477409 0108477409 0105477409	5560 5560 5560 5560 5560 5560	ALARM MONITORING ALARM MONITORING ALARM MONITORING ALARM MONITORING ALARM MONITORING ALARM MONITORING CHECK TOTAL:	190.00 177.69 482.25 327.25 272.25 1,485.72 2,935.16
00397660	04/26/19	Kaiser Foundation Heal	MAY 2019 MAY 2019 MAY 2019 MAY 2019 MAY 2019 MAY 2019	0102017400 0102017400 0102017400 0102397400 0102397400 0102397400	3401 3401 3401 3402 3402 3402	HEALTH & WELFARE, CERTIF HEALTH & WELFARE, CERTIF HEALTH & WELFARE, CERTIF HEALTH & WELFARE,CLASSIF HEALTH & WELFARE,CLASSIF HEALTH & WELFARE,CLASSIF CHECK TOTAL:	100,466.10 755.95 3,023.79 49,483.30 372.33 1,489.33 155,590.80
00397661	04/26/19	Konica Minolta	MARCH 2019 MARCH 2019 MARCH 2019 MARCH 2019 MARCH 2019 MARCH 2019 MARCH 2019	0102397400 0102397400 0102397400 0102397400 0102397400 0105091012 0105091012	5650 5650 5650 5650 5650 5650 5650	SOFTWARE/COPIER MAINTENA SOFTWARE/COPIER MAINTENA SOFTWARE/COPIER MAINTENA SOFTWARE/COPIER MAINTENA SOFTWARE/COPIER MAINTENA SOFTWARE/COPIER MAINTENA SOFTWARE/COPIER MAINTENA	46.81 68.39 375.47 533.15 360.83 1,148.72 41.64

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			MARCH 2019	0105091012	5650	SOFTWARE/COPIER MAINTENA	226.37
			MARCH 2019	0106091008	5650	SOFTWARE/COPIER MAINTENA	153.60
			MARCH 2019	0106091008	5650	SOFTWARE/COPIER MAINTENA	361.14
			MARCH 2019	0107091005	5650	SOFTWARE/COPIER MAINTENA	197.76
			MARCH 2019	0107091005	5650	SOFTWARE/COPIER MAINTENA	112.94
			MARCH 2019	0108091005	5650	SOFTWARE/COPIER MAINTENA	179.61
			MARCH 2019	0108091005	5650	SOFTWARE/COPIER MAINTENA	270.60
						CHECK TOTAL:	4,077.03
00397662	04/26/19	Lakeshore Learning Mat	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	61.36
						CHECK TOTAL:	61.36
00397663	04/26/19	Lakeshore Learning Mat	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	95.67
						CHECK TOTAL:	95.67
00397664	04/26/19	Maintex	OTHER CUSTODIAL SUPPLIES	0108477409	4361	OTHER CUSTODIAL SUPPLIES	2,178.36
						CHECK TOTAL:	2,178.36
00397665	04/26/19	McKinley Elevator Corp	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	490.00
						CHECK TOTAL:	490.00
00397666	04/26/19	Palos Sports	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	521.09
						CHECK TOTAL:	521.09
00397667	04/26/19	ReadyRefresh by Nestle	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	15.94
						CHECK TOTAL:	15.94
00397668	04/26/19	Really Good Stuff	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	205.90
			MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	648.78
						CHECK TOTAL:	854.68
00397669	04/26/19	School Specialty Inc.	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	79.17
						CHECK TOTAL:	79.17
00397670	04/26/19	Smardan Supply Co	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	47.96
						CHECK TOTAL:	47.96
00397671	04/26/19	Stevens, Julie E.	MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	124.95
			MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	150.09
						CHECK TOTAL:	275.04
00397672	04/26/19	Tamara Wong	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	81.90
			MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	111.75
						CHECK TOTAL:	193.65

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397673	04/26/19	Hollandia Dairy Inc	FOOD	1302277426	4700	FOOD	98.34
CHECK TOTAL:							98.34
00397674	04/26/19	MOBILE MODULAR MANAGEM	APRIL 2019	2506498410	5620	RENTAL EXPENSE	646.00
CHECK TOTAL:							646.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							405,028.77

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397675	04/29/19	ALL CITY MANAGEMENT SE	3/24/19 - 4/6/19	0106098040	5860	MISC OUTSIDE VENDOR	769.60
						CHECK TOTAL:	769.60
00397676	04/29/19	ANCHOR ELECTRIC	ELECTRICAL REPAIRS	0108477408	5661	ELECTRICAL REPAIRS	360.00
			ELECTRICAL REPAIRS	0107477408	5661	ELECTRICAL REPAIRS	696.00
						CHECK TOTAL:	1,056.00
00397677	04/29/19	Apple Computer Inc.	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	316.00
			EQUIPMENT-NEW \$500-\$5000	0107015040	4410	EQUIPMENT-NEW \$500-\$5000	1,308.69
			EQUIPMENT-COMPUTER \$500-\$5000	0113457175	4460	EQUIPMENT-COMPUTER \$500-	384.67
						CHECK TOTAL:	2,009.36
00397678	04/29/19	BLICK ART MATERIALS	MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS	14.19
						CHECK TOTAL:	14.19
00397679	04/29/19	Certified Transportati	4/2 - OAKLEY / VANS	0106015040	5865	CHARTER BUS-ATHLETIC/FIE	1,206.96
			4/2 - ANGEL STADIUM	0106015040	5865	CHARTER BUS-ATHLETIC/FIE	1,121.36
			4/2 - SONY STUDIOS	0106015040	5865	CHARTER BUS-ATHLETIC/FIE	1,506.56
						CHECK TOTAL:	3,834.88
00397680	04/29/19	Culver Newlin Inc.	EQUIPMENT-NEW \$500-\$5000	0106091008	4410	EQUIPMENT-NEW \$500-\$5000	536.71
						CHECK TOTAL:	536.71
00397681	04/29/19	EAI Education	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	240.78
						CHECK TOTAL:	240.78
00397682	04/29/19	Eberhard Equipment	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	687.54
						CHECK TOTAL:	687.54
00397683	04/29/19	Ganahl Lumber	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	98.98
			MAINTENANCE SUPPLIES	0107477408	4362	MAINTENANCE SUPPLIES	196.05
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	166.50
						CHECK TOTAL:	461.53
00397684	04/29/19	Irvine Ranch Water Dis	SEWER FEES	0107477409	5555	SEWER FEES	310.61
						CHECK TOTAL:	310.61
00397685	04/29/19	Lakeshore Learning Mat	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	194.00
			MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	756.04
			MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	236.19
						CHECK TOTAL:	1,186.23
00397686	04/29/19	PAPER RECYCLING AND SH	OTHER MAINTENANCE SERVICES	0101377100	5692	OTHER MAINTENANCE SERVIC	50.00
						CHECK TOTAL:	50.00

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397687	04/29/19	Penske Truck Leasing C	MISC OUTSIDE VENDOR	0105011012	5860	MISC OUTSIDE VENDOR	307.81
			MISC OUTSIDE VENDOR	0105011012	5860	MISC OUTSIDE VENDOR	262.10
						CHECK TOTAL:	569.91
00397688	04/29/19	Safety 1st Pest Contro	MARCH 2019	0102477409	5550	PEST CONTROL	50.00
			MARCH 2019	0105477409	5550	PEST CONTROL	175.00
			MARCH 2019	0106477409	5550	PEST CONTROL	125.00
			MARCH 2019	0107477409	5550	PEST CONTROL	125.00
			MARCH 2019	0108477409	5550	PEST CONTROL	125.00
						CHECK TOTAL:	600.00
00397689	04/29/19	Treetop Publishing Inc	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	195.53
						CHECK TOTAL:	195.53
00397690	04/29/19	Vernier Software & Tec	MATERIALS & SUPPLIES-INSTRUCT	0108015600	4310	MATERIALS & SUPPLIES-INS	758.78
						CHECK TOTAL:	758.78
00397691	04/29/19	Wayside Publishing	TEXTBOOKS	0102014100	4100	TEXTBOOKS	991.00
						CHECK TOTAL:	991.00
00397692	04/29/19	William V MacGill & Co	GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	154.44
			GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	92.67
						CHECK TOTAL:	247.11
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							14,519.76

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397693	04/30/19	Ann Moneymaker	MILEAGE - 3/15/19 - 4/9/19	0102477408	5220	TRAVEL & CONFERENCE	40.14
						CHECK TOTAL:	40.14
00397694	04/30/19	Bui, Thuy	4/17-4/18 - CASBO	0102397406	5220	TRAVEL & CONFERENCE	501.41
						CHECK TOTAL:	501.41
00397695	04/30/19	Cintas Corporation Loc	OTHER CUSTODIAL SUPPLIES	0106477409	4361	OTHER CUSTODIAL SUPPLIES	181.90
						CHECK TOTAL:	181.90
00397696	04/30/19	Corso, Ian	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	254.70
						CHECK TOTAL:	254.70
00397697	04/30/19	Debbie Finnerty	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	214.80
			MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	205.58
						CHECK TOTAL:	420.38
00397698	04/30/19	Follett School Solutio	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	50.00
						CHECK TOTAL:	50.00
00397699	04/30/19	Hwang, Cyrus	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	176.70
						CHECK TOTAL:	176.70
00397700	04/30/19	Leighton, Ivy	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	62.40
						CHECK TOTAL:	62.40
00397701	04/30/19	Maria Hoffman	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	34.93
						CHECK TOTAL:	34.93
00397702	04/30/19	MATTHIAS, MEGAN	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	80.87
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	74.38
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	21.06
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	18.07
						CHECK TOTAL:	194.38
00397703	04/30/19	MAYS, TAMI	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	300.00
						CHECK TOTAL:	300.00
00397704	04/30/19	Michelle Martinez	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	21.96
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	518.80
						CHECK TOTAL:	540.76
00397705	04/30/19	Richard Selin	MISC OUTSIDE VENDOR	0106015455	5860	MISC OUTSIDE VENDOR	242.00
						CHECK TOTAL:	242.00

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397706	04/30/19	Rosie Haynes	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	200.05
						CHECK TOTAL:	200.05
00397707	04/30/19	State of CA/Department	MARCH 2019	0110397140	5845	FINGER PRINTING	1,797.00
						CHECK TOTAL:	1,797.00
00397708	04/30/19	Sullivan, Nedah	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	23.08
			MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	175.13
						CHECK TOTAL:	198.21
00397709	04/30/19	TOGAWA, GREG	SUBSCRIPTIONS	0107015040	4368	SUBSCRIPTIONS	96.00
						CHECK TOTAL:	96.00
00397710	04/30/19	Valorie Quigley	4/4-4/6 - NCTM MEETING	0105011012	5220	TRAVEL & CONFERENCE	1,555.06
						CHECK TOTAL:	1,555.06
00397711	04/30/19	WILLIAMS, JAY	SUBSCRIPTIONS	0107015040	4310	MATERIALS & SUPPLIES-INS	96.00
						CHECK TOTAL:	96.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							6,942.02

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397712	05/01/19	Harbottle Law Group	MARCH 2019	0104072000	5835	LEGAL EXPENSE	16,398.04
						CHECK TOTAL:	16,398.04
00397713	05/01/19	Montgomery Hardware Co	OTHER MAINTENANCE SERVICES	0108477408	5692	OTHER MAINTENANCE SERVIC	73,615.25
						CHECK TOTAL:	73,615.25
00397714	05/01/19	OCEAN Institute	5/17 - BEFORE THE MAST	0107015600	5860	MISC OUTSIDE VENDOR	2,093.00
			4/4 - HOUSE FOR HERMIT CRAB	0107015600	5860	MISC OUTSIDE VENDOR	860.00
						CHECK TOTAL:	2,953.00
00397715	05/01/19	Signs & Lucite Product	CONTRACT SERVICES	0108477408	5610	CONTRACT SERVICES	14,892.95
						CHECK TOTAL:	14,892.95
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							107,859.24

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00397716	05/02/19	BURT, MICHELLE	FEBRUARY 2019	0104632900	5887	SPEECH THERAPY	560.00
			MARCH 2019	0104632900	5887	SPEECH THERAPY	560.00
						CHECK TOTAL:	1,120.00
00397717	05/02/19	CDW GOVERNMENT LLC	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	66.03
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	378.53
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	135.55
						CHECK TOTAL:	580.11
00397718	05/02/19	Culver Newlin Inc.	GENERAL SUPPLIES-NON INSTRUCT	0110395980	4340	GENERAL SUPPLIES-NON INS	396.63
						CHECK TOTAL:	396.63
00397719	05/02/19	Durham School Services	3/27 - CSUF	0102013060	5865	CHARTER BUS-ATHLETIC/FIE	211.56
			3/14 - SADDLEBACK COLLEGE	0104644575	5865	CHARTER BUS-ATHLETIC/FIE	182.75
			MARCH 2019	0108011005	5855	CHARTER BUS-HOME TO SCHO	580.72
			3/7 - OCEAN INSTITUTE	0108015570	5865	CHARTER BUS-ATHLETIC/FIE	200.81
			MARCH 2019	0108015600	5855	CHARTER BUS-HOME TO SCHO	580.71
			3/13 - LAGUNA ART MUSEUM	0108015600	5865	CHARTER BUS-ATHLETIC/FIE	143.19
			3/11 - LAGUNA ART MUSEUM	0108015600	5865	CHARTER BUS-ATHLETIC/FIE	129.00
						CHECK TOTAL:	2,028.74
00397720	05/02/19	Ganahl Lumber	MISC OUTSIDE VENDOR	0105315015	5860	MISC OUTSIDE VENDOR	164.96
						CHECK TOTAL:	164.96
00397721	05/02/19		2018-2019 - SEMESTER 1	0104632900	5878	PARENT REIMBURSEMENT (LE	5,000.00
						CHECK TOTAL:	5,000.00
00397722	05/02/19	JW Pepper	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	10.51
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	10.51
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	16.58
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	33.75
						CHECK TOTAL:	71.35
00397723	05/02/19		JUNE 2019	0104632900	5878	PARENT REIMBURSEMENT (LE	3,950.00
						CHECK TOTAL:	3,950.00
00397724	05/02/19		PARENT REIMBURSEMENT (LEGAL)	0104632900	5878	PARENT REIMBURSEMENT (LE	30,000.00
						CHECK TOTAL:	30,000.00
00397725	05/02/19	U.S. Bank National Ass	REFRESHMENTS - NOT FOOD SERV	0101377100	4325	REFRESHMENTS - NOT FOOD	188.16
			REFRESHMENTS - NOT FOOD SERV	0101377100	4325	REFRESHMENTS - NOT FOOD	115.63
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	10.07
			PUBLICATIONS & JOURNALS	0101377100	4365	PUBLICATIONS & JOURNALS	15.96
			TRAVEL & CONFERENCE	0101377100	5220	TRAVEL & CONFERENCE	60.00

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			TRAVEL & CONFERENCE	0101377100	5220	TRAVEL & CONFERENCE	830.86
			REFRESHMENTS - NOT FOOD SERV	0101377350	4325	REFRESHMENTS - NOT FOOD	1,032.67
			TRAVEL & CONFERENCE	0101377350	5220	TRAVEL & CONFERENCE	1,250.00
			REFRESHMENTS - NOT FOOD SERV	0102013045	4325	REFRESHMENTS - NOT FOOD	13.88
			REFRESHMENTS - NOT FOOD SERV	0102013045	4325	REFRESHMENTS - NOT FOOD	443.74
			REFRESHMENTS - NOT FOOD SERV	0102013045	4325	REFRESHMENTS - NOT FOOD	52.96
			REFRESHMENTS - NOT FOOD SERV	0102013060	4325	REFRESHMENTS - NOT FOOD	97.53
			REFRESHMENTS - NOT FOOD SERV	0102015380	4325	REFRESHMENTS - NOT FOOD	512.37
			REFRESHMENTS - NOT FOOD SERV	0102015380	4325	REFRESHMENTS - NOT FOOD	54.21
			TRAVEL & CONFERENCE	0102397406	5220	TRAVEL & CONFERENCE	148.34
			TRAVEL & CONFERENCE	0102397406	5220	TRAVEL & CONFERENCE	296.97
			REFRESHMENTS - NOT FOOD SERV	0102477408	4325	REFRESHMENTS - NOT FOOD	402.74
			MATERIALS & SUPPLIES-INSTRUCT	0104613150	4310	MATERIALS & SUPPLIES-INS	27.94
			MATERIALS & SUPPLIES-INSTRUCT	0104644575	4310	MATERIALS & SUPPLIES-INS	531.04
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	84.00
			TRAVEL & CONFERENCE	0105011012	5220	TRAVEL & CONFERENCE	351.00
			GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	37.55
			GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	108.26
			GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	254.69
			REFRESHMENTS - NOT FOOD SERV	0106011008	4325	REFRESHMENTS - NOT FOOD	696.65
			TRAVEL & CONFERENCE	0106011008	5220	TRAVEL & CONFERENCE	2,843.50
			MISC OUTSIDE VENDOR	0106011008	5860	MISC OUTSIDE VENDOR	109.21
			REFRESHMENTS - NOT FOOD SERV	0106091008	4325	REFRESHMENTS - NOT FOOD	94.00
			TRAVEL & CONFERENCE	0107011005	5220	TRAVEL & CONFERENCE	2,229.18
			REFRESHMENTS - NOT FOOD SERV	0107091005	4325	REFRESHMENTS - NOT FOOD	125.31
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	641.89
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	516.00
			REFRESHMENTS - NOT FOOD SERV	0108091005	4325	REFRESHMENTS - NOT FOOD	201.70
			GENERAL SUPPLIES-NON INSTRUCT	0108091005	4340	GENERAL SUPPLIES-NON INS	81.84
			REFRESHMENTS - NOT FOOD SERV	0109156100	4325	REFRESHMENTS - NOT FOOD	92.55
			OTHER BOOKS	0109397150	4220	OTHER BOOKS	119.98
			REFRESHMENTS - NOT FOOD SERV	0109397150	4325	REFRESHMENTS - NOT FOOD	201.40
			TRAVEL & CONFERENCE	0109397150	5220	TRAVEL & CONFERENCE	335.85
			REFRESHMENTS - NOT FOOD SERV	0110377145	4325	REFRESHMENTS - NOT FOOD	87.03
			TRAVEL & CONFERENCE	0110377145	5220	TRAVEL & CONFERENCE	1,829.30
			REFRESHMENTS - NOT FOOD SERV	0110397140	4325	REFRESHMENTS - NOT FOOD	600.01
			REFRESHMENTS - NOT FOOD SERV	0110397140	4325	REFRESHMENTS - NOT FOOD	80.44
			TRAVEL & CONFERENCE	0110397140	5220	TRAVEL & CONFERENCE	473.34
			POSTAGE/DELIVERY	0110397140	5910	POSTAGE/DELIVERY	8.20
			TRAVEL & CONFERENCE	0113457175	5220	TRAVEL & CONFERENCE	1,886.25
			ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	259.47
						CHECK TOTAL:	20,433.67
00397726	05/02/19	U.S. Bank National Ass	MATERIALS & SUPPLIES-INSTRUCT	1119014680	4310	MATERIALS & SUPPLIES-INS	888.62

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
CHECK TOTAL:							888.62
00397727	05/02/19	U.S. Bank National Ass	GENERAL SUPPLIES-NON INSTRUCT	1302277426	4340	GENERAL SUPPLIES-NON INS	298.04
			FOOD	1302277426	4700	FOOD	102.08
CHECK TOTAL:							400.12
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							65,034.20

Laguna Beach Unified School District

12.g. CONSENT/ACTION

May 14, 2019

Approval: Memorandum of Agreement with San Joaquin County Office of Education for Programming and Maintenance of SEIS/SIS Integration Component and Services

Proposal

Staff proposes the Board of Education approve a Memorandum of Agreement for programming and maintenance of SEIS/SIS integration components and services.

Background

The District contracts with San Joaquin County Office of Education to support integration components and services to allow bidirectional data transfer between SEIS and SIS. SJCOE/CEDR will setup and provide integration services developed using ASP.Net 4.0 to integrate SEIS with SIS. Custom procedures, server jobs, and custom reports will be developed in both systems to facilitate full interoperability and data integrity.

Budget Impact

There is an annual maintenance fee of \$1.50 (one dollar and fifty cents) per student based on the current district special education student count as of the December 1 CASEMIS report. The annual maintenance fee will be Five Hundred and Thirty-One Dollars (\$531.00) based on the student count as of the December 1, 2018, CASEMIS report of 354 students.

Recommended Action

Staff recommends the Board of Education approve the Memorandum of Agreement with San Joaquin County Office for programming and maintenance of SEIS/SIS integration components and services.

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Center for Educational Development and Research
MEMORANDUM OF AGREEMENT**

July, 2019

**PROGRAMMING AND MAINTENANCE OF SEIS/SIS INTEGRATION
COMPONENTS AND SERVICES**

This memorandum of agreement constitutes an understanding between the San Joaquin County Office of Education (CEDR Department), a county office of education of the state of California, (SJCOE/CEDR) and the South Orange County on behalf of Laguna Beach USD, (Client), a California school district, concerning design, programming and maintenance of integration components between Special Education Information System (SEIS) and the Client's Student Information System (SIS). Note that any deletions, additions or modifications to this memorandum of agreement must be in writing signed by both parties.

1.0 OVERVIEW OF THE PROJECT

The Client has requested the setup/configuration and support of integration components and services to allow bidirectional data transfer between SEIS and the Client's SIS. SJCOE/CEDR will setup and provide integration services developed using ASP.Net 4.0 to integrate SEIS with Client's SIS. Custom procedures, server jobs, and custom reports will be developed in both systems to facilitate full interoperability and data integrity.

2.0 PROJECT DELIVERABLES

2.1. Programming

SJCOE/CEDR will work closely with the Client in the development stages to set, ascertain and meet milestones as the project is completed. SJCOE/CEDR will program the front-end of the system using Microsoft's Windows Communication Foundation, ASP.Net, and .Net Framework 4.0 to develop the services. For the back-end database SJCOE/CEDR will create SQL Server stored procedures, tables, and SQL Server Integrated Services (SSIS) packages to work with the data merge and updates. The front-end and back-end will be constructed to provide data integrity, efficiency, and scalability.

2.2. Sending Data to SEIS

The SJCOE/CEDR will provide any needed SQL Server scripts or installation packages required to send data prepared by the Client, to SEIS (data must be provided in the structure defined by SJCOE/CEDR). The service will need to be installed on a Windows Server at the Client's location. The service will encrypt and send SEIS the demographic data specified by SJCOE/CEDR. The service will be configured to run on a nightly basis.

As the data is sent via the service, SEIS will update student records based on matching birth date and SIS ID (Student Information System Identifier). All transactions will be logged and to streamline errors all records not added will appear in an exception report with a description of error (i.e. not matching SIS ID, more than one matching SIS ID, etc.) Client agrees to send only special education students from SIS to SEIS.

The exception report will be available for district level users on their SEIS home page. Student records on the exception report will have links to quickly search, add, transfer, or delete the student record.

2.3. SEIS Sending Data to SIS

The SJCOE/CEDR will provide a nightly extract to the Client to facilitate updating data in the Client SIS. The Client will be responsible to process these updates in the SIS once this file is received.

2.4. Security

All data will be transmitted via Web Services will be encrypted via SSL (Secure Socket Layer)/HTTPS and digitally signed via a SOAP signature and message. Also each web server and firewall will be configured to restrict access between the SEIS and Client servers only.

Note: Should Web Services be used, the Client will need to have an SSL (Secure Socket Layer) certificate on the Client's hosted server.

2.5. User Acceptance Period

A "User Acceptance Period" will be established for two months following production implementation for the purposes of refinements and additions to the Web Services based on production feedback. Within these two months, feedback will be provided to CEDRs by the client and responded to by CEDRs within the User Acceptance Period.

3.0 SYSTEM MAINTENANCE

The SEIS data, integrated services, and recurring jobs will be served and hosted on SJCOE/CEDR's secure web and database servers. Maintenance tasks to be undertaken by SJCOE/CEDR during the one year agreement period will include, but not be limited to, the following:

- upgrade and redesign of additions and refinements to the Web Services during the User Acceptance Period as described in section 2.5;
- periodic revisions and additions during the course of the agreement period months; and
- on-going debugging and maintenance of the Web Services and interface screens.

4.0 CLIENT RESPONSIBILITIES

The Client will be expected to perform timely reviews of the deliverables as they are developed.

The Client will be responsible for developing required the stored procedure(s)/queries, jobs/processes, and/or SIS packages needed in the SIS database or application for pulling proper data fields and data types required by the integrated service and any jobs related therein. If the Client is pulling data from SEIS, the Client will be responsible for developing the inserts/updates, jobs/processes, SSIS packages, and/or exception rules for handling the data sent from SEIS.

The Client will be responsible for uptime and maintenance of the Client's Windows Server and hosting any applications/service used in the integrated services.

Minimum Hardware Requirements: Pentium 3 Xeon 1.4Ghz, 2GB RAM and 18 GB Hard Drive Space.

Minimum Software Requirements: Windows 2003, Internet Information Services (IIS) 6.0 and .Net Framework 4.0.

5.0 TERMS OF THE AGREEMENT

The Client agrees to pay the SJCOE/CEDR annual maintenance fees of \$1.50 (one dollar and fifty cents), per student based on the current district special education student count as of the December 1 CASEMIS report. The Client's first annual maintenance fee will be Five Hundred and Thirty-One Dollars (\$531.00) based on the student count as of the December 1, 2018 CASEMIS report of 354 students. SJCOE/CEDR will invoice the district for this first annual maintenance fee August, 2019.

Note: Subsequent annual fees will be assessed and billed to the district every 12 months during the Term of this agreement following the System Launch Date calculated using the most current December 1 CASEMIS report at time of invoice.

Note: Anything above the standard Integration Services will have a minimum fee of \$1,000 (one thousand dollars).

6.0 TERM AND TERMINATION

This Agreement shall be in effect between the SJCOE/CEDR and the Client beginning with the Effective Date and terminating 36 months from the implementation of production ready software (System Launch Date).

Assuming timely provision of required information and required reviews and approvals as deliverables are developed, all work required to provide tested, production ready software shall be completed no later than 60 days after the signing of this Agreement. The User Acceptance Period will begin upon delivery and implementation of production ready software.

Either SJCOE/CEDR or Customer may terminate this Agreement upon at least thirty (30) days prior written notice to the other party, with such termination to be effective at the end of the current period for which Customer has paid annual fees when the notice of termination is provided. Within thirty (30) days of the effective date of termination of this Agreement, SJCOE/CEDR shall return Customer Data to Customer in an ASCII delimited file format or such other mutually agreeable format.

The provisions under which this Agreement may be terminated shall be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

7.0 WARRENTY DISCLAIMER

SJCOE/CEDR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO SERVICES OR DATA MADE AVAILABLE BY PROVIDER, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. SJCOE/CEDR ASSUMES NO RESPONSIBILITY IN CONNECTION WITH THE USE OF ANY OF THE SERVICES OR DATA MADE AVAILABLE BY SJCOE/CEDR. CLIENT AGREES THAT SJCOE/CEDR SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF POTENTIAL LOSS OR DAMAGE.

8.0 APPLICABLE LAWS

This Agreement is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education, and all applicable federal laws, all of which are made part of this Agreement and incorporated herein as if fully set forth. It is also subject to any amendments in such laws during the term of this Agreement. Should it be determined by a Court of competent jurisdiction that this contract of any portion of it is illegal or invalid, the contract shall be deemed terminated and both parties relieved of their obligations hereunder except the obligation of Client to pay for work already completed.

9.0 INDEPENDENT CONTRACTOR STATUS

This Agreement is between two independent contracts and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

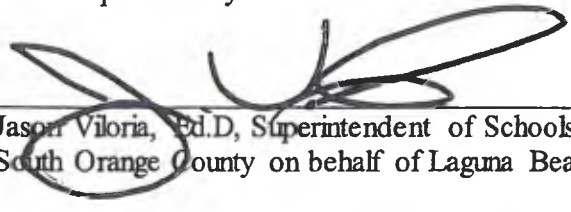
10.0 INDEMNIFICATION

SJCOE/CEDR agrees to indemnify, defend and hold harmless the Client for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence of SJCOE/CEDR.

The Client agrees to indemnify, defend and hold harmless SJCOE/CEDR for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence or the Client.

Johnny Arguelles, Division Director
Center for Educational Development and Research
San Joaquin County Office of Education

Date



Jason Vitoria, Ed.D, Superintendent of Schools
South Orange County on behalf of Laguna Beach USD

4/23/19
Date

Laguna Beach Unified School District

12.h. CONSENT/ACTION

May 14, 2019

Approval: Consulting Services Agreement with Total Compensation Systems, Inc. to Perform Actuarial Valuation Services for the 2019-2020 school year, with a not-to-exceed amount of \$9,000

Proposal

Staff proposes the Board of Education approve a consulting services agreement with Total Compensation Systems, Inc. to perform actuarial valuation of the Laguna Beach Unified School District Other Post-Employment Benefits (OPEB) for the 2019-2020 school year, with a not-to-exceed amount of \$9,000.

Background

On June 2, 2015, the Governmental Accounting Standards Board (GASB) approved two new accounting and financial reporting Statements related to other postemployment benefits (OPEB) for state and local governments. Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, proposes new accounting and reporting standards for state and local OPEB plans. It replaces Statement No. 43, and requires more extensive note disclosures and required supplementary information (RSI) for defined benefit OPEB plans. Statement No. 74 is effective for plan fiscal years beginning after June 15, 2016.

Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, applies to state and local government employers that sponsor OPEB. It replaces Statement No. 45, and requires governments to report a liability on the face of their financial statements for the OPEB provided. Statement No. 75 is effective for fiscal years beginning after June 15, 2017.

While valuations are required no less frequently than every two years under GASB 74/75, a “roll forward” or “roll back” calculation is required for every valuation cycle to determine the second year (or first year in the case of a “roll-back”) accounting entries. Total Compensation Systems, Inc. will prepare this actuarial estimate of plan costs and liabilities to comply with GASB 74/75.

Budget Impact

This contract will be paid from the General Fund.

Recommended Action

Staff recommends the Board of Education approve a consulting services agreement with Total Compensation Systems, Inc. to perform an actuarial valuation of the Laguna Beach Unified School District Other Post-Employment Benefits (OPEB) for the 2019-2020 school year, with a not-to-exceed amount of \$9,000.

CONSULTING SERVICES AGREEMENT

This Agreement is entered into effective the 1st day of June, 2019 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Road, Suite 223, Westlake Village, California, 91362 and Laguna Beach Unified School District ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

1. Consulting Services. Consultant shall provide the consulting services described on Schedule 1 attached hereto.
2. Compensation to Consultant. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until February 29, 2020, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.
4. Customer Will Provide Information. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
5. Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.
6. Customer's Right to Provide Information. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
7. Limitation on Services. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
8. Ownership of Systems and Materials. All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
9. Indemnification. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.

10. General.

- a. Relationship of the Parties. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. Force Majeure. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. Entire Agreement. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.

11. Confidentiality. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT"
TOTAL COMPENSATION SYSTEMS, INC.

Signed: _____

By: Geoffrey L. Kischuk

Title: President

Date: April 9, 2019

"CUSTOMER"
LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Signed: _____

By: _____

Title: _____

Date: _____

SCHEDULE 1

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer:

Consulting reports including all actuarial information necessary for Customer to comply with the requirements of current GASB accounting standards 74/75 related to retiree health benefits for two years, including one full valuation and one "roll-forward" valuation. Study results will be separated between three employee classifications. Consultant will provide as many copies of the final reports as Customer shall reasonably request.

Services do not include Consultant's attendance at any meetings, unless requested by Customer at the fee shown in Schedule 2. Services also do not include a funding valuation unless requested by Customer at the fee shown in Schedule 2

SCHEDULE 2

Customer shall pay Consultant for the retiree health valuation report based on the full valuation a total of \$6,000. One-half, or \$3,000 shall be due within 30 days of the commencement of work by Consultant. One-half, or \$3,000 shall be due within 30 days of the delivery by Consultant to Customer of the draft consulting report for the full valuation (or within 30 days of contract termination, if earlier). Customer shall also pay Consultant for the retiree valuation report based on the "roll-forward" valuation a total of \$3,000 within 30 days of the delivery by Consultant to Customer of the draft consulting report for the "roll-forward" valuation (or within 30 days of contract termination, if earlier)

If Consultant receives a non-refundable deposit from Customer of \$2,700 by June 1, 2019, all amounts shown above shall be reduced by 10%.

In addition to the above fees, Customer agrees to pay Consultant an all-inclusive fee of \$1,900 per meeting to attend meetings related to the consulting services. Customer shall pay such meeting fees within 30 days of the meeting. Also in addition, to all of the above fees, Customer will pay Consultant \$1,600 for each "funding valuation" requested by Customer. Neither the meeting fee nor the fee for a "funding valuation" shall be subject to the above discount or to any other discounts.

Laguna Beach Unified School District

12.i. CONSENT/ACTION

May 14, 2019

Approval: Annual Increase to Bus Pass Rates for Home to School Transportation Program Based on the Regional Consumer Price Index (CPI) of 3.18%

Proposal

Staff proposes the Board of Education approve a rate increase for bus passes for the Home to School (HTS) Transportation program based on the consumer price index of 3.18% for 2019-2020.

Background

Given inadequate State funding, the LBUSD HTS Transportation program has historically expended more than received from all sources of transportation revenue. This creates an “encroachment” on unrestricted general operating funds. The encroachment precludes the use of unrestricted funding for educational purposes.

The proposed increase of 3.18% is based on the Los Angeles-Riverside-Orange County CPI and is intended to mitigate the encroachment.

It is prudent to keep pace with annual cost of living increases and mitigate the encroachment. LBUSD will continue to operate its HTS program in 2019-2020 and has resources and options to do so with either/or other sources of new revenue, budget allocation revisions, or reserves.

Participants in the HTS Transportation program are entitled to apply for the Free or Reduced pricing established by State and Federal guidelines.

The effect of the existing rate on transportation revenue and encroachment is:

	<u>2019-2020 Budget/Projection</u>
Transportation fee revenue with proposed rates	\$ 335,335
Expenditures	<u>1,875,000</u>
Encroachment/General Fund support	\$ 1,539,665

The effect of the proposed increase for bus passes would be as follows based on 180 school days:

<u>Bus Pass</u>	<u>Current Rates</u>	<u>Proposed Rates</u>	<u>Annual Increase</u>	<u>Daily Rates</u>	
				<u>Current</u>	<u>Proposed</u>
Annual Round Trip	\$353	\$364	\$11	\$1.95	\$2.02
Annual One-Way (AM)	\$176	\$182	\$6	\$0.98	\$1.01
Annual One-Way (PM)	\$176	\$182	\$6	\$0.98	\$1.01
Semester Round Trip	\$192	\$198	\$6	\$2.13	\$2.20
Semester One-Way (AM)	\$100	\$103	\$3	\$1.11	\$1.14
Semester One-Way (PM)	\$100	\$103	\$3	\$1.11	\$1.14
Friday (AM) (TMS only)	\$35	\$36	\$1	\$0.98	\$1.01
<u>Occasional Use One Way Coupons:</u>					
(Bundle of 50)	\$100	NO CHANGE		\$2.00	\$2.00
(Bundle of 25)	\$50.00	NO CHANGE		\$2.00	\$2.00

Budget Impact

Approval of this item would increase revenue in the General Fund by \$10,335.

Recommended Action

Staff recommends the Board of Education approve a rate increase for bus passes for the Home to School (HTS) Transportation program for 2019-2020 based on the consumer price index of 3.18%.

Laguna Beach Unified School District

12.j. CONSENT/ACTION

May 14, 2019

Approval: Agreement for Contracted Services with All City Management Services, Inc., to Provide a School Crossing Guard at Thurston Middle School for the 2019-2020 School Year, with a Not-to-Exceed Amount of \$15,052

Proposal

Staff proposes that the Board of Education approve a contract with All City Management Services, Inc., to provide a school crossing guard at Thurston Middle School for the 2019-2020 school year, with a not-to-exceed amount of \$15,052.

Background

The District has been advised by its liability carrier that District employees should not attempt to control traffic on city streets because they are not on District property and traffic control is generally a municipal responsibility. District employees are not trained to control vehicular traffic and any effort to do so could endanger employees as well as students. School districts are not required to provide assistance crossing streets adjacent to schools. However, given the heavy traffic and large number of students who cross the street in front of Thurston Middle School, it is prudent to provide crossing guard services to reduce possible safety risks to students. The City of Laguna Beach has agreed to share the costs of these services.

Budget Impact

This contract will be paid from the General Fund, with 50% reimbursed by the City of Laguna Beach.

Recommended Action

Staff recommends that the Board of Education approve a contract with All City Management Services, Inc., to provide a school crossing guard at Thurston Middle School for the 2019-2020 school year, with a not-to-exceed amount of \$15,052.



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated _____, 2019 and is between the LAGUNA BEACH UNIFIED SCHOOL DISTRICT (hereinafter called the "District" and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2019 and ends on June 30, 2020 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel for the District equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform fingerprint and criminal background checks on prospective personnel in accordance with Department of Justice fingerprint and criminal investigation requirements. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the District.
3. The District's representative in dealing with the Contractor shall be designated by District.
4. The District shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under the District's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the District a Certificate of Insurance naming the District and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the District and shall not call on the District's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the District, its officers, agents and interest of the District. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the District.
11. Contractor agrees to defend, indemnify and hold harmless the District, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) Contractor will promptly pay any judgment rendered against the District, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
 - c) In the event the District its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay the District, its officers, agents, or employees, any and all costs and expenses incurred by the District, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - d) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of the District, liability will be apportioned between Contractor and the District based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify the District will be limited accordingly.

- e) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to District for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$9,000,000 (Nine Million Dollars).
12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the District.
14. The District agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty Dollars and Seventy-Nine Cents (**\$20.79**) per hour, per Crossing Guard during the term. It is understood that the cost of providing Seven Hundred and Twenty-Four (724) hours of service shall not exceed Fifteen Thousand, and Fifty-Two Dollars (\$15,052.00)
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide the District with 60 days-notice of its request to increase pricing. The District agrees to review and respond to said notice within 30 days of receipt.
17. The District shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

Laguna Beach Unified School District

By _____
Signature

Print Name and Title

Date _____

All City Management Services, Inc.

By  _____
D. Farwell, Corporate Secretary

Date 3/29/19

Laguna Beach Unified School District

12.k. CONSENT/ACTION

May 14, 2019

Approval: Quarterly Report – Board Policy 3002 – Investments

Proposal

Staff proposes the Board of Education approve the attached Investment Report as per Board Policy No. 3002 – Investments.

Background

Senate Bill 564 added Government Code section 53646 requiring the chief fiscal officer of each local agency in California to annually render a statement of investment policy and to render quarterly reports to the governing board with respect to the agency's investments. A District Investment Policy was adopted at the October 22, 2002 regular Board meeting.

In addition to reviewing the wording in the bill, there has been an advisory issued from School Legal Services regarding implementation of the requirements in SB564.

Government Code Section 53646 (e) states: "If a local agency has placed all of its investments in...a county investment pool...the chief fiscal officer may supply to the governing body...the most recent statement or statements received by the local agency from these institutions...".

A memo from School Legal Services to districts says, "In most cases, districts in Orange County would be able to rely on the provisions of Section 53646 (e) and provide the most recent statements received by the local agency from the county treasurer. Only in cases where districts have invested surplus funds outside the county treasury, LAIF, or a bank or savings and loan will districts be required to prepare an individualized written report."

On July 3, 1995, the Office of the Treasury-Tax Collector established a separate bank and custody account entitled the Orange County Educational Investment Pool for public education funds. Available at the District Office for review is the March 2019 Treasurer's Management Report from the Orange County Treasurer's Office and the March 2019, bank statements for District funds held outside the County Treasury.

Government Section 53646 (b)(2) states: "the quarterly report shall state compliance of the portfolio to the statement of investment policy." Under section 3430(b), the investment policy specified that the District shall deposit in the Orange County Treasury, pursuant to Education Code section 41001, to be placed to the credit of the proper fund, all General funds, Adult Education funds, Cafeteria funds, Deferred Maintenance funds,

General Obligation Bond funds, Capital Facilities funds, Developer Fees, School Facilities funds, Special Reserve funds, and Foundation Trust funds.

The District and the Orange County Treasury shall make investments of all such funds within the requirements of the “Prudent Investor Rule” in California Probate Code section 16045 et seq.

Budget Impact

District monies are deposited in compliance with Board Policy 3002 – Investments.

Recommended Action

Staff recommends the Board of Education approve the report on District investments and certify that the method of investments is in compliance with the District investment policy.

Quarterly Financial Investment Report
Pursuant to Government Code Section 53646 and
Board Policy No. 3002 – Investments

March 31, 2019

As of March 31, 2019, Laguna Beach Unified School District had the following deposits:

At the Orange County Treasury

General Fund	\$ 4,720,491
Adult Education	101,806
Cafeteria Fund	56,518
Special Reserve Other Than C/O	17,251,664
Capital Facilities Fund	105,162
Special Reserve Fund – FRRP	1,524,981
Special Reserve – Aliso Property	5,229,851
Special Reserve – Capital Imp Plan	<u>2,268,193</u>

Total in County Treasury **\$ 31,258,666**

At Wells Fargo Bank

LBUSD Revolving Cash Account	\$ 47,942
Miscellaneous Clearing Account	13,368
Cafeteria Fund Clearing Account	58,709
Thurston Student Body Account – Checking	<u>16,492</u>

Total in Wells Fargo Bank **\$ 136,511**

At Citizen's Business Bank

Laguna Beach High School Student Body Account – Checking	\$ 74,628
Laguna Beach High School Student Body Account - Savings	<u>79,927</u>

Total in Citizen's Business Bank **\$ 154,555**

At U.S. Bank

Community Facilities District No. 98-1 (Crystal Cove) Bond Administration Fund	\$ 40,339
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CalPERS

CERBT Strategy 3	\$ 3,222,773
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ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
 FOR THE MONTH AND QUARTER ENDED: March 31, 2019

INVESTMENT STATISTICS - By Investment Pool⁽¹⁾

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 03/31/2019	MONTHLY Gross Yield	QUARTER Gross Yield	Current NAV ⁽⁴⁾
COMBINED POOL BALANCES (includes the Extended Fund)						
Orange County Investment Pool (OCIP)	MARKET Value \$ 4,625,822,303	283	2.29%	2.17%	2.19%	1.00
	COST (Capital) \$ 4,616,739,098					
	MONTHLY AVG Balance \$ 4,488,298,221					
	QUARTERLY AVG Balance \$ 4,434,545,444					
	BOOK Value \$ 4,622,198,029					
Orange County Educational Investment Pool (OCEIP)	MARKET Value \$ 4,879,285,187	323	2.28%	2.21%	2.24%	1.00
	COST (Capital) \$ 4,869,848,235					
	MONTHLY AVG Balance \$ 4,941,829,806					
	QUARTERLY AVG Balance \$ 5,107,038,144					
	BOOK Value \$ 4,875,368,957					

INVESTMENT STATISTICS - Non-Pooled Investments⁽²⁾

DESCRIPTION	CURRENT BALANCE	INVESTMENT BALANCES AT COST
Specific Investment		
Funds:	MARKET Value \$ 104,326,952	John Wayne Airport Investment Fund 48,266,786
283, FVSD, CCCD	COST (Capital) \$ 103,737,648	Fountain Valley School District Fund 40 34,723,562
	MONTHLY AVG Balance \$ 106,819,794	CCCD Series 2017E Bonds 20,747,300
	QUARTERLY AVG Balance \$ 106,861,636	
	BOOK Value \$ 103,734,080	
		\$ 103,737,648

MONTH END TOTALS

INVESTMENTS & CASH	INVESTMENTS & CASH
COUNTY MONEY MARKET FUND (OCMMF)	
County Money Market Fund \$ 1,195,574,680	OCIP \$ 4,838,933,021
County Cash & Cash Equivalent ⁽⁴⁾ 222,193,923	OCEIP 4,886,382,688
EXTENDED FUND 7,554,547,687	Specific Investment Funds 103,737,648
EDUCATIONAL MONEY MARKET FUND (OCEMMF)	Non-Pooled Cash & Cash Equivalent ⁽⁴⁾ 21,071,053
Educational Money Market Fund 736,464,967	
Educational Cash & Cash Equivalent ⁽⁴⁾ 16,534,452	
NON-POOLED INVESTMENTS	
Non-Pooled Investments @ Cost 103,737,648	
Non-Pooled Cash & Cash Equivalent ⁽⁴⁾ 21,071,053	
\$ 9,850,124,410	\$ 9,850,124,410

KEY POOL STATISTICS

INTEREST RATE YIELD	WEIGHTED AVERAGE MATURITY (WAM)
OCMMF - MONTHLY GROSS YIELD 2.10%	OCMMF 24
OCEMMF - MONTHLY GROSS YIELD 2.36%	OCEMMF 38
JOHN WAYNE AIRPORT - MONTHLY GROSS YIELD 2.48%	JOHN WAYNE AIRPORT WAM 85
OCIP - YTD NET YIELD ⁽³⁾ 1.89%	LGIP WAM (Standard & Poors) 38
OCEIP - YTD NET YIELD ⁽³⁾ 1.92%	
90-DAY T-BILL YIELD - MONTHLY AVERAGE 2.43%	

Laguna Beach Unified School District

12.1. CONSENT/ACTION

May 14, 2019

Approval: Renew Contract with Cooperative Organization for the Development of Employment Selection Procedures (CODESP), to Provide Services with Employment Selection Materials and Development with a Not-to-Exceed Amount of \$2,200

Proposal

Staff proposes the Board of Education authorize the renewal of the contract with Cooperative Organization for the Development of Employment Selection Procedures (CODESP), to provide services with Employment Selection Procedures and development with a not-to-exceed amount of \$2,200 from July 1, 2019, through June 30, 2020.

Background

The District utilizes CODESP to develop specialized tests for LBUSD recruitment of employees.

Budget Impact

This General Fund expenditure is budgeted at a not-to-exceed amount of \$2,200.

Recommended Action

Staff recommends the Board of Education authorize the renewal of the contract with Cooperative Organization for the Development of Employment Selection Procedures (CODESP), to provide services with employment selection materials and development with a not-to-exceed amount of \$2,200 from July 1, 2019, through June 30, 2020.



CODESP AGENCY SECURITY AGREEMENT

The parties to this agreement are the Cooperative Organization for the Development of Employee Selection Procedures (CODESP) and the Laguna Beach Unified SD hereinafter known as the Agency. In order to protect the mutual interests of all CODESP agencies, each Agency is required to execute this agreement and fulfill its terms.

- a. It is understood and agreed that the primary signer of this agreement will be an authorized agent of the Agency. The Agency may designate one or more alternates. If the primary signer of this agreement is not an agent of the Agency with responsibility for oversight of the Agency's test administration and selection practices, an alternate signer is required who maintains responsibility in this area. The Agency may also assign an additional alternate signer of its choosing. All alternate signers will be regarded as sharing the responsibility with the primary signer for carrying out the terms of this agreement. CODESP has the right to terminate this agreement and all associated agreements and to withhold or recall CODESP materials and services if terms and conditions of this agreement have been violated.
- b. Test materials obtained through CODESP will be used for the official purposes of the Agency in testing candidates for placement within their Agency or at other approved public agencies who are current customers of CODESP only. The use of test materials by the Agency to test or assess candidates for a non-customer agency is strictly prohibited. Under no circumstances will materials so obtained, including tutorials, be posted on the Agency's website or other websites. Under no circumstances will test materials be stored in any other agency's or private computer systems for sale or disbursement to any other agency or person that is not authorized to have access to such materials, nor will the Agency knowingly permit others to do so. The Agency will not enter any test materials obtained through CODESP into any third-party testing or test management system unless there is an expressed written consent that the third-party will not retain any of the data.
- c. Test materials obtained through CODESP may be reviewed by examiners, subject matter experts, researchers, consultants, test proctors, or others working on the development of examinations. Such persons are not authorized to receive access to the secure areas of the website or to make notes about, copy, or retain any of the actual materials. Any reviews of materials are to be conducted under the general supervision and responsibility of the primary signer (or alternate signer with responsibility over the area of test administration and selection practices) of this agreement. The final selection and use of test materials is the

responsibility of the Agency.

- d. No official, staff member, consultant, or other agent of the Agency may loan, give, sell, nor otherwise make available any testing material obtained through CODESP to any other agency or person that is not authorized to have access to such material, nor will they knowingly permit others to do so. Under no circumstances will CODESP materials be available for study, copying, photographing, reproduction, or re-publication, in whole or in part.
- e. Test materials obtained through CODESP will be used and stored at the Agency in a manner that will prevent unauthorized persons from having access to them. Tests will be administered in proctored environments by an Agency employee to ensure that no test materials are removed from the test site (test materials specifically designated by CODESP for non-proctored use are exempted).
- f. All system users and test proctors must be employees of the Agency and must sign the CODESP User Security Agreement. No more than 10 users are allowed per agency (exceptions may apply for agencies with over 3,000 employees). Access to the secure areas of the CODESP website is restricted to employees of the Agency with a direct reporting relationship to an Agency administrator with responsibility for the oversight of the Agency's test administration and selection practices and who are involved in the employment testing process. The sharing of usernames or passwords is strictly prohibited.
- g. If candidates are allowed consultation regarding their test results, they may only review the test under a restrictive time-limit with an authorized individual whose signature is on the CODESP User Security Agreement. The candidate may not make notes about, copy, or retain any of the test materials. Under no circumstances will candidates be allowed to view the answer key for an exam or any reports generated from the CODESP website containing such information in an unsupervised environment. No candidate will be allowed to make notes about, copy, or retain any information relating to keyed responses.
- h. If it is necessary that materials obtained through CODESP be presented in proceedings conducted by a court or other body vested with legal authority, the Agency shall request that the material be covered by a protective order that will safeguard its confidentiality, and CODESP will be promptly notified of the proceedings.
- i. To the extent allowable by California law, the Agency shall defend, indemnify, and hold harmless CODESP, its board members, officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the use of materials or services provided by CODESP.
- j. The Agency understands and acknowledges that it is solely responsible for its employment decisions including, but not limited to, all uses of CODESP materials and services including, but not limited to, test materials, rating criteria, training materials, statistical reports, and cutoff scores. The Agency also is solely responsible for ensuring its employment practices comply with all applicable federal, state, and local laws, regulations, and professional guidelines. It is the exclusive responsibility of the Agency to ensure that the knowledge, skills, and

abilities and/or competencies measured by CODESP test materials are valid job requirements.

- k. The Agency agrees that all necessary administrative steps will be taken to ensure that staff members, consultants, or others who may have access to material provided through CODESP will be informed of this agreement and required to comply with it. Any Agency violating test security will be denied any further test materials. The signers of this agreement are authorized to execute this agreement on behalf of the parties.
- l. Upon termination of CODESP membership/subscription, the Agency shall destroy all CODESP test materials, both paper and electronic, except those used to document existing test records. The Agency shall immediately cease and desist the use of all CODESP test materials and shall cease administering any and all tests that contain CODESP test materials. The Agency shall delete CODESP test materials from electronic storage devices, databases, test management systems, and/or item banks that that may be accessible by unauthorized individuals, agencies, or vendors.
- m. If the signer(s) of this agreement find(s) it impossible to ensure fulfillment of this agreement or leave(s) the Agency, an authorized agent of the Agency shall notify CODESP to make arrangements for continuation or termination of the agreement.

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions will not be affected thereby.

Primary Signer:

Print Name: LEISA WINSTON

Title: Asst. Supt. Human Resources & Public Communications

Signature: _____

Date: _____

Human Resources Administrator (if different from above):

Print Name: _____

Title: _____

Signature: _____

Date: _____



JOINT POWERS AGREEMENT
July 1, 2019 – June 30, 2020

This agreement is entered into pursuant to the provisions of Title I, Division 7, Chapter 5, Article I (Section 6500, et seq.) Of the California Government Code relating to the joint exercise of powers, between the public educational agencies signatory hereto, for the purpose of operating an agency to be known and designated as "Cooperative Organization for the Development of Employee Selection Procedures."

WITNESSETH:

WHEREAS, all California public agencies must be able to demonstrate that their employment selection procedures do not discriminate on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, and age for individuals over 40 years of age; and

WHEREAS, school districts, because of limited staff, cannot reasonably add extensive test validation functions to employment selection procedures, without special assistance; and

WHEREAS, the parties signatory hereto have determined and hereby declare that it is in the public interest that they join together in an organization for cooperatively developing selection procedures which will comply with state and federal requirements;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, the parties do hereby agree as follows:

1. CREATION OF THE JOINT POWERS AGENCY

A joint powers agency separate and apart from the parties signatory hereto is hereby created and shall be designated as the Cooperative Organization for the Development of Employee Selection procedures (hereinafter "CODESP" or "Agency").

2. PURPOSE

CODESP is established for the purpose of administering this Agreement and of engaging in activities including but not limited to the following:

- a. Providing a system of cooperative measuring devices relevant to common skills, knowledges and abilities related to common jobs.
- b. Establishing priorities to be given to development of written tests, interview standards and other selection devices.
- c. Developing and training representatives of member public agencies in the use of such selection devices.
- d. Developing guidelines whereby individual public agencies can isolate elements of particular jobs and determine which selection devices can appropriately be used.

3. **POWERS**

CODESP shall have the authority to exercise any power common to public agencies which are signatory to this agreement, including but not limited to the following:

- a. To make and enter contracts.
- b. To employ agents and employees.
- c. To acquire, construct, manage, maintain, or operate any building, works or improvements.
- d. To acquire, hold or dispose of property.
- e. To incur debts, liabilities or obligations.
- f. To sue and be sued in the name of CODESP.

4. **TERM**

This Agreement shall become effective when duly executed and shall continue in effect until terminated as provided herein. In the event of a reorganization of one or more of the public agencies participating in this Agreement, the successor in interest or successors in interest to the obligations of any such reorganized agency shall be substituted as a party or parties to this Agreement.

5. **MEMBERSHIP**

In addition to the public agencies which are parties to this Agreement, other public agencies may become parties hereto pursuant to the Policies and Procedures of CODESP.

6. **MEMBERSHIP FEES**

Each party to this Agreement shall deposit an annual membership fee with CODESP equivalent to the appropriate and applicable fee noted on the current schedule of fees upon receipt of an invoice for the same.

7. **TREASURER/AUDITOR**

A director of CODESP shall be designated as the Treasurer/Auditor of CODESP. The Treasurer/Auditor shall be the depository and have custody of all the money of CODESP, from whatever source. The Treasurer/Auditor shall:

- a. Receive and receipt for all money of CODESP and deposit it in the County School Service Fund to the credit of CODESP.
- b. Be responsible for the safekeeping and disbursement of all money of CODESP so held by the Treasurer/Auditor.
- c. Pay, when due, out of money of CODESP so held by the Treasurer/Auditor, all sums payable by CODESP only upon warrants authorized by the Treasurer/Auditor and drawn by the Treasurer of Orange County, or the Treasurer's authorized representative.
- d. Verify and report in writing on the first day of July, October, January, and April of each year to CODESP and to the parties to this Agreement the amount of money held for CODESP, the amount of receipts since the last report, and the amount paid out since the last report.

8. **ACCOUNTS AND RECORDS**

a. **Accountability**

CODESP shall be strictly accountable for all funds. CODESP shall cause to be kept proper accounts and records in which complete and detailed entries shall be made of all transactions including all receipts and disbursements. Such accounts and records shall be kept in accordance with applicable law and generally accepted accounting principles. Said accounts and records shall be subject to inspection at any reasonable time by the representative of each of the parties to this Agreement. CODESP shall cause to be prepared annual financial statements which shall be provided to the representatives of each of the parties to this Agreement.

b. Audit

The Treasurer/Auditor shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of CODESP. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code and shall conform to generally accepted auditing standards. Reports of such audits shall be filed as public records with each of the parties to this Agreement and also with the auditor of the county in which each of the parties is located. Such reports shall be filed within twelve (12) months of the end of the fiscal year or years under examination. Any costs of the audit, including contracts with, or employment of, certified public accountants shall be borne by CODESP and shall be a charge against any unencumbered funds of CODESP available for the purpose.

9. WITHDRAWAL

Any party may withdraw from this Agreement and from CODESP by giving written notice of its intention to do so to the Board of Directors. Unless otherwise specified therein, withdrawal shall be effective upon the receipt of said notice.

10. TERMINATION OF AGREEMENT

This Agreement may be terminated, except for purposes of winding up the affairs of CODESP, effective at the end of any fiscal year by the affirmative action of a majority of the public agencies then parties to the Agreement.

11. DISPOSITION OF PROPERTY AND FUNDS

In the event of the dissolution of CODESP, the complete rescission, or other final termination of this Agreement by all public agencies then parties hereto, any property interest remaining in CODESP following a discharge of all obligations shall be returned in proportion to the contributions made by the then parties to the Agreement. The inclusion of additional parties to this Agreement or the withdrawal of some but not all the parties to this Agreement shall not be deemed a dissolution of CODESP nor a termination of this Agreement.

12. SEVERABILITY

Should any portion, term, condition or provision of the Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

13. AMENDMENTS

This Agreement may be amended by a simple majority vote of all parties to the Agreement. Any such amendment shall be effective upon the date of execution thereof, unless otherwise provided in the amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers there unto duly authorized as set forth herein below:

Signed on the ____ day of _____ 201__, by

Administrator

Laguna Beach Unified School District

Agency

Approved on the ____ day of _____, 201__ by

Jonathan Koch - Executive Director - CODESP



CODESP MEMBER SERVICE AGREEMENT

Please read, acknowledge and agree to the following service agreement terms.

Services Provided:

CODESP provides online employment selection materials and training presentations to members who are employed at public agencies that have met all of the membership terms. Once the registration process is completed and payment is received your agency will gain access to the secure areas of the website.

Members will gain access to all content currently posted to the members area of the site including the Interview Builder and posted supplemental application forms and situational, performance, and writing exercises. In addition to the posted materials, members may request multiple-choice test packets along with custom supplemental application forms and situational, performance, and writing exercises via the CATS (CODESP Automated Test System) Request Form. Additional services include live and recorded webinars, live training (may be subject to an additional fee), a job description builder, sample job analysis questionnaires, an online multiple-choice testing option, and online Links and Resources related to public-sector Human Resources.

Payment for Services:

A Purchase Order may be submitted to initiate services, but payment must be received within 45 days after the PO is received. Payment or proof of payment (such as a Purchase Order) for all services must be made in advance of services being provided. Please refer to our current fee schedule for the most current pricing and options. PayPal payment requires an additional service fee.

Service Options:

- **Full Year:** A full year payment is for services from July 1 through June 30 in the same fiscal year.
- **Less Than Full Year:** A less than full year payment is for any services initiated after July of the current fiscal year. If joining after July, an agency may choose one of the following options:
 - **Pay the full year rate for the current fiscal year with no additional commitment.**
 - **Pay a prorated amount for services for the months remaining in the current fiscal year with a contractual obligation to continue the following fiscal year.**
 - The prorated fee shall be one-twelfth (1/12) of the full year fee multiplied by the number of months remaining in the fiscal year. Any months in which services will be rendered will be included in this calculation.
 - By agreeing to this option, the agency agrees to pay for a full year of service the fiscal year following the fiscal year in which services are originated. The fee for the following year will be in accordance with the posted fee schedule for the following year which shall be made available by no later than February of the preceding fiscal year. In the event that the posted fee schedule for the following year indicates a fee increase in excess of ten (10) percent from the previous year, the agency will have the right to option out of the following full year of service. This agreement may be amended to remove the requirement for an additional year of service under special circumstances wherein an agency policy is provided that supports a limitation set by the governing body of the agency limiting the agency's ability to agree to a multi-year contractual obligation upon consent of the CODESP administration.

Refunds:

Refunds for membership fees will not be made.

Continuation of Services:

To continue membership in good standing, agencies shall pay the membership fee no later than July 1 or communicate their intent to rejoin through e-mail or other correspondence. Unless the membership fee is received by September 1, the intent to rejoin becomes null and void, and the agency will be dropped from the membership roll.

Please note that the following terms apply at the start of each fiscal year. Failure to adhere to the following may result in access to the secure areas of the CODESP website being temporarily disabled.

- Payment must be received within 45 days of receipt of a Purchase Order
- A signed copy of the Agency Security Agreement and Service Agreement for the current fiscal year must be received within 45 days of the start of the new fiscal year

Test Material Requests:

Multiple-choice test materials from the online item bank are requested by completing a **CATS Request Form**.

Other test materials such as interviews (Interview Builder), supplemental application forms, writing, situational, and performance exercises (under Test Materials) can be accessed from the secure areas of the website. If customized materials are needed, the member will complete a CATS Request Form and provide current job information and access to job experts as needed to fulfill such a request.

When submitting requests for test materials, members must provide a job description and other pertinent information needed to guide CODESP staff in selecting job-related materials. The member will allow at least 10 business days for the request to be fulfilled. If new test materials need to be developed, the member acknowledges that these requests take longer to fulfill and will work with CODESP staff on an appropriate timeline for fulfilling the request.

Access to the secure areas of the website and all test materials is restricted to authorized employees who are responsible for accessing test materials and implementing the selection process. Authorization is determined by the member's Human Resources administrator and subject to approval by CODESP administration. The number of users is based on the size of the agency and approved by CODESP. Generally, no more than 10 users per agency may have access to the secure areas of the website. Exceptions to the restriction on the number of users may be authorized for agencies with an employee count of over 3,000.

A maximum of five test material requests may be submitted by the member per month, unless otherwise approved by CODESP administration. CODESP provides unlimited access to the products and services accessible from the secure areas of the website that do not require completing a CATS Request Form. Unlimited test products include all questions in the Interview Builder and posted sample test materials such as supplemental application forms and writing, situational, and performance exercises.

New Test Material Development:

CODESP will expand test material job families when resources are available. Job experts are to be provided by the member whenever possible. CODESP maintains final edit approval on test materials entered into the CATS system. Adding job families and items to the item bank is at the discretion of CODESP. A list of Multiple-Choice Item Banks currently available can be found under **Join CODESP / Frequently Asked Questions**. The list is subject to revision and the job families listed do not contain test items for all possible classifications that may fall under a specific job family.

CODESP requires the following to develop new test materials:

- A job expert provided by the member to assist CODESP staff in the development, edit, and final review of the new materials.
- Technical documents/manuals or other appropriate source material provided by the member when they are not readily available to CODESP.

- At least 15 business days for development, review, and edits of new test materials. The 15 day period begins after the job expert and/or technical materials are provided to CODESP.

CODESP will not:

- Recreate state licensure, Microsoft certification, or similar examinations that require formal certificates.
- Enter copyrighted materials into our item bank.
- Create test materials for sworn police or fire personnel.
- Create test materials for positions where the type of assessment method requested is inappropriate. For example, multiple-choice tests for senior management or highly technical positions like engineer.

Use of Test Materials:

The final selection of which test materials to use is the responsibility of the agency. A local job analysis is highly recommended to determine test content which is appropriate for your agency's specific position/classification for which you are testing. All test materials should be reviewed by a local job expert prior to use in order to ensure validity.

The use of test materials by a member agency (such as a County Office of Education) to test or assess candidates for a non-member agency (such as a local district) is strictly prohibited.

The charging of any test administration or related fees to a candidate for any job for taking a test that includes any CODESP materials is strictly prohibited unless otherwise approved by CODESP administration.

Retention of Test Materials:

Upon termination of CODESP membership, the agency shall immediately cease and desist the use of all CODESP test materials and shall cease administering any and all tests that contain CODESP test materials. The agency shall destroy all CODESP test materials, both paper and electronic, except those used to document existing test records. The agency shall inform CODESP at the time of the discontinuation of service of any test materials that are being maintained in order to document existing test records. The agency shall delete CODESP test materials from electronic storage devices, databases, test management systems, and/or item banks that may be accessible by unauthorized individuals, agencies, or vendors.

Legal Acknowledgements:

The terms of this Service Agreement may change prior to the start of each fiscal year as solely determined by the CODESP Board of Directors. A copy of this Service Agreement will be sent to members in advance of the new fiscal year. Members must agree to the terms of the current Service Agreement in order to continue services.

To the extent allowable by California law, the agency named below shall defend, indemnify, and hold harmless CODESP, its board members, officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the use of materials or services provided by CODESP.

The agency named below understands and acknowledges that it is solely responsible for its employment decisions including, but not limited to, all uses of CODESP materials including, but not limited to, test materials, rating criteria, training materials, statistical reports, and cutoff scores. The agency named below also acknowledges that it is solely responsible for ensuring its employment practices comply with all applicable federal, state, and local laws, regulations, and professional guidelines. It is the exclusive responsibility of the agency named below to ensure that the knowledge, skills, and abilities and/or competencies measured by CODESP test materials are valid job requirements.

By entering into this Service Agreement the agency acknowledges that so far as it pertains to the agency and CODESP, that CODESP is the sole owner of the intellectual property that the agency will have access to under this Agreement, described herein as "content" or "materials," as well as any other intellectual property the agency will have access to under this Agreement. CODESP hereby grants to the agency a non-transferable and non-exclusive license to the materials and content for the purposes described herein. This license shall be

in effect only as long as the agency remains as a party in good standing to this Agreement and only while the agency is current in its financial obligations to CODESP. The agency acknowledges that any use of the intellectual property owned by CODESP in violation of this license will constitute an intentional infringement of CODESP's copyright interest in such property. The agency agrees that copyright infringement under this Agreement includes obtaining CODSEP materials while a member and continuing to use such materials after the end of the membership. The agency agrees that should it infringe upon CODSEP's intellectual property rights that the agency will pay for CODSEP's attorney fees and costs incurred by CODSEP in any ensuing litigation.

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions will not be affected thereby.

☐ I agree with the terms and conditions as stated in this document.

☐ I do not agree with the terms and conditions and choose not to become a member at this time.

Agency: Laguna Beach Unified School District

Signature of Authorized Agency Representative: _____ Date: _____

Printed Name: LEISA WINSTON Title: Asst Superintendent, Human Resources & Public Communications

Signature of HR Administrator (if different from above): _____ Date: _____

Printed Name: _____ Title: _____

Please agree, complete, sign and e-mail a scanned copy to codesp@codesp.com. If you are unable to send a scanned copy via e-mail, please fax a signed copy to: 714-374-8225

Laguna Beach Unified School District

12.m. CONSENT/ACTION

May 14, 2019

Approval: Contract with the Anti-Defamation League for A World of Difference® Professional Development Institute for Laguna Beach Unified School District Staff at a Cost Not-to-Exceed \$4,000

Proposal

Staff proposes the Board of Education approve a contract with the Anti-Defamation League (ADL) to offer their “A World of Difference® Institute” training as an optional professional development opportunity to District Staff during the 2019 summer and school year.

Background

LBUSD is taking critical steps to foster an inclusive educational environment for all students. Our district began discussions in 2016-17 to provide educational training and support to staff members on a voluntary basis to increase awareness in each of us about our implicit biases and to offer intervention strategies. This optional one-day professional development will be held in August 2019. Certificated and classified staff attending this training will be paid at the District’s non-instructional hourly rate.

Whether an administrator, classified employee, principal, teacher in the classroom, or security personnel, any adult who works in a school district has the opportunity, and the responsibility for ensuring all students’ physical and emotional wellbeing. As the individuals who set the tone of what will or will not be tolerated on the campus, staff members establish the expectations students will follow.

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

Budget Impact

The projected cost for this professional development is not-to-exceed \$4,000 for two trainers from the Anti-Defamation League. Additional costs include non-instructional hourly staff pay, which is dependant on the number of participants. Professional growth points are available to staff for this professional development activity.

Recommended Action

Staff recommends the Board of Education approve the contract with the Anti-Defamation League (ADL) to offer their “A World of Difference® Institute” as an optional professional development opportunity to District staff on August 19, 2019.

TRAINING PROGRAM CONTRACT

AGREEMENT ("Agreement") made this 12th day of April, 2019 between the Anti-Defamation League of B'nai B'rith ("ADL"), a not-for-profit corporation having its principal place of business at 605 Third Avenue, New York, NY, 10158 with an office at Orange County/Long Beach, 1201 Dove Street, Suite 550, Newport Beach, CA 92660, and Laguna Beach Unified School District ("CLIENT"), located at 550 Blumont St, Laguna Beach, CA 92651.

WHEREAS, CLIENT desires that the ADL shall conduct the A WORLD OF DIFFERENCE® Institute Training Program;

WHEREAS, ADL desires to provide the required services to CLIENT; and

WHEREAS, the parties desire to establish the terms and conditions by which ADL will provide said services.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties agree as follows:

- (1) ADL agrees to conduct a training program consisting of one (1) day of training session. There must be a minimum of 10 participant in each training session, and a maximum of sixty-five (65). CLIENT agrees to notify ADL at least five (5) days in advance of the scheduled training if CLIENT expects participation will fall below the minimum. In such event, ADL shall have the right to cancel or postpone the session until another date can be mutually agreed upon. In the event of such cancellation or postponement, the provisions of Paragraph 6 (c) of this Agreement shall prevail.
- (2) The training sessions will be held on Monday, August 19, 2019.
- (3) The cost for the complete training program will be \$2,000.00 per session and may include applicable travel expenses for two facilitators, which include meals and ground transportation to and from training site as outlined in Exhibit B. CLIENT will pay for these arrangements in consultation with ADL. This cost includes 10 copies of the curricular guides at \$0.00 each.

ADL will be paid for its services specified in Exhibit A in accordance with the payment schedule set forth in Exhibit B and shall submit to CLIENT complete bills for said services and expenses.

- (4) CLIENT will provide the necessary materials, including audio-visual equipment, as outlined in Exhibit C.
- (5) CLIENT agrees to provide adequate crowd control and adequate security including guaranteeing that a CLIENT staff member will be present at all times during the program. CLIENT agrees to obey all fire precautions as required by law or local ordinances.
- (6)
 - (a) Either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party.
 - (b) ADL shall have the right to terminate this Agreement immediately, by written notice to CLIENT, for any of the following reasons:

- (i) (i) A breach by CLIENT of any material term or condition of this Agreement, including, but not limited to, the inability of CLIENT to provide in a timely fashion any of its obligations outlined in this Agreement;
 - (ii) (ii) CLIENT submits an application or petition for the appointment of a receiver, trustee or liquidator of all or a substantial amount of its assets;
 - (iii) CLIENT admits to or implies that it is unable to pay its debts as they become due;
 - (iv) There is entered an order, judgment or decree by any court of competent jurisdiction on the application of a creditor adjudicating a petition seeking reorganization of CLIENT's firm for all or a substantial part of its assets; or
 - (v) CLIENT has assigned this Agreement without first receiving ADL's prior written consent.
- (c) If one or more sessions are cancelled within thirty (30) days of the contracted training date, through no fault of ADL, CLIENT agrees to reimburse ADL for 50% of the contracted fee plus all expenses incurred to that date, including travel in connection with the cancelled sessions.
- (7) The parties hereby agree to hold harmless, defend and indemnify each other, as well as their affiliates, directors, officers, employees, agents and representatives from and against all damages, expenses, causes of action, suits, claims, penalties, judgments, reasonable legal fees and/or liabilities by reason of any act or commission or omission directly or indirectly attributable to any of party's undertakings and obligations arising under this Agreement, any Intellectual Property created under this Agreement, and including any act by any party inconsistent with the status as separate parties with no employment, agency, or representative relationship. These indemnities shall survive the termination of this Agreement.
- (8) CLIENT agrees that all material used in conjunction with the training program is proprietary to ADL, the exclusive property of the ADL, and are to be used only to provide the authorized A WORLD OF DIFFERENCE® training and activities. As such, these materials may not be reproduced, revised, adapted, modified, sublicensed, translated, abbreviated, abridged, excerpted or in any way altered without the written consent of ADL.
- (9) Nothing in this Agreement shall be construed to place ADL and CLIENT in the relationship of a partnership or a joint venture, and neither ADL nor CLIENT shall have any power to oblige or bind the other party in any manner whatsoever.
- (10) On termination of this Agreement, regardless of how termination is effected, or whenever requested by ADL, CLIENT shall immediately return to ADL all copies of ADL's property, and cease using the ADL and/or A WORLD OF DIFFERENCE® Institute and/or No Place For Hate® and/or Words To Action™ names.
- (11) (a) Any publicity or promotional materials, including, but not limited to, press releases and advertisements produced by CLIENT for or in conjunction with the Training Program, must be reviewed and approved in writing by ADL prior to publication.
- (a) Any publicity or promotional materials, including but not limited to press releases and advertisements, produced by CLIENT for or in conjunction with the Training program, must be reviewed and approved in writing by ADL prior to publication.

- (12) This Agreement contains the entire understanding between the parties and supersedes any prior written agreement between the parties. No amendment or modification of this Agreement shall be valid, unless made in writing and signed by both parties.

In the event of any inconsistency between the provisions of this Agreement and the provisions of any exhibits or other agreements between the parties relating to the services provided for in this Agreement, the provisions of this Agreement shall prevail.

- (13) This Agreement shall be construed in accordance with, be governed by and subject to the jurisdiction of the laws and courts of the State of California.
- (14) Any notice or document required hereunder shall be delivered in writing. Any notice of termination of this Agreement shall be sent by certified mail, return receipt requested, or delivered personally to the parties at the address set forth above. Any notice delivered via email to the parties set forth above shall satisfy the written notice requirement and shall be deemed received when the email appears in the recipient's email inbox, according to the timestamp of the email server. A copy of any notice or document sent to ADL shall be sent to the attention of Vice President, Education Division, and a copy of any such notice or document shall be sent to Shannon McGowan, Education Director.

Any notice or document sent to CLIENT shall be sent to Dr. Alysia Odipo. Any notice or document sent by mail shall be deemed received five (5) business days after mailing. Any notice or document personally delivered shall be deemed received when delivered. Any notice delivered via email to the parties set forth above shall satisfy the written notice requirement and shall be deemed received when the email appears in the recipient's email inbox, according to the timestamp of the email server.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

ANTI-DEFAMATION LEAGUE OF B'NAI B'RITH

BY: _____

BY: Shannon L McGowan

PRINT NAME: _____

PRINT NAME: Shannon L McGowan

TITLE: _____

TITLE: Education Director

CLIENT TAX IDENTIFICATION NUMBER: _____

EXHIBIT A: Tasks and Responsibilities

[SAMPLE]

Sample Title of the Training Program:

Full Day Anti-Bias Training Program

Sample Outline of Standard Training Program [to be modified based on client's needs]:

1. *Introduction:*
 - A. Introduction of Facilitators
 - B. Introduction of ADL
 - C. Introduction of A WORLD OF DIFFERENCE® Institute
2. *Explanation of Agenda and Ground Rules*
3. *Icebreaker Exercise - Things in Common*

To effectively discuss issues such as bias and discrimination, it is important to establish trust and connections early on in the session so that participants feel at ease. Icebreaker activities are designed to achieve this goal.
4. *Identity Exercise—Our Own Diversity*

This exercise invites participants to share and relate information with one another. It explores the importance of identity and how it impacts bias and interpersonal dynamics. It can also establish a broad definition of diversity for a seemingly homogenous group.
5. *Cultural and Communication - Name 5*

The purpose of this activity is to allow participants to identify their own cultural knowledge gaps and explore the importance of positive role models for everyone. It provides a forum for discussing the need for expanding traditional approaches to education and for examining the ways people from non-mainstream groups have been absent or misrepresented.
6. *Understanding the Language of Bias – Developing a Common Language*

The purposes of this activity are to ensure that participants have an understanding of key words related to anti-bias education and to provide an opportunity to identify personal and institutional manifestations of prejudice and discrimination.
7. *Examining Bias – Bias is Universal*

Participants explore the concept of implicit bias and how it plays out in their lives and community.
8. *Action Planning*

Facilitators will lead a discussion on how the group can address the bias-related issues identified and identify potential solutions or recommendations that promote positive personal and institutional change.
9. *Questions Answers/Wrap-Up/Evaluation*

Participants have an opportunity to reflect on what they have learned and to provide evaluation of the program.

EXHIBIT B: PAYMENT SCHEDULE

TRAINING FEE:

The training fee for the program described herein is \$2,000.00 plus travel expenses for two (2) facilitators to and from the training site.

TRAVEL EXPENSES:

Travel expenses include the following:

Basic transportation:	Facilitator #1	Facilitator #2
RT airfare	N/A	N/A
Bus	N/A	N/A
Train	N/A	N/A
Car Rental	N/A	N/A
Mileage @ 58 ¢	N/A	N/A
Ground transportation:		
To and from airports	N/A	N/A
To and from training site	N/A	N/A

Hotel Accommodations: At prevailing rates at time of training in hotel near training site.

Meals and Miscellaneous: (\$50 per day/per facilitator)

(\$50 per day/per facilitator)

Other: Costs for travel expenses, if any, will be passed on to CLIENT for reimbursement at the time of invoice.

All cost information provided above is estimated. Receipts for actual expenses will accompany invoice.

PAYMENT METHOD:

For services performed (i.e. payments made after services are commenced to proportion with those received).

This contract is being made with the Anti-Defamation League. Total payment must be received within thirty (30) days of billing date, in the form of a check made payable to the ANTI-DEFAMATION LEAGUE (ADL - Federal Tax I.D. # 13-1818723).

EXHIBIT C: MATERIALS

Materials and supplies provided by the CLIENT for each training session:

- Provide a large room with moveable seating and walls to hang posters and chart paper and enough space for participants to move around during different activities
- 1 newsprint pad, easel and markers
- Nametags for participants
- All audiovisual equipment necessary to support video viewing (e.g. laptop, speakers, LCD projector, large screen, WIFI capability. If WIFI is unavailable, notify ADL staff in advance.)

Laguna Beach Unified School District

12.n. CONSENT/ACTION

May 14, 2019

Approval: University of Redlands Educational Fieldwork Agreement for Fieldwork Experience with Laguna Beach Unified from July 1, 2019, through June 30, 2021

Proposal

Staff proposes the Board of Education approve an Educational Fieldwork Agreement with the University of Redlands from July 1, 2019, through June 30, 2021.

Background

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

Budget Impact

There is no financial impact to the District.

Recommended Action

Staff recommends the Board of Education approve an Educational Fieldwork Agreement with the University of Redlands from July 1, 2019, through June 30, 2021.



EDUCATIONAL FIELDWORK AGREEMENT 2019-2021

This agreement is entered into by and between **LAGUNA BEACH UNIFIED SCHOOL DISTRICT** (hereinafter called the “District”), and the **UNIVERSITY OF REDLANDS** (hereinafter called the “University”). This term of agreement shall be from **1 JULY 2019** until **30 JUNE 2021**.

A. RECITALS

1. The purpose of this Agreement is to provide educational fieldwork experiences to students enrolled in the Professional Educational curriculum and/or the Communicative Disorders curriculum of the University. This Agreement is entered into pursuant to the applicable provisions of the California Educational Code, including, but not limited to, Section 11006.
2. Notwithstanding any other provisions herein, this Agreement shall become operant only pursuant to the provisions of Board Policy/Administrative Regulation of the District.

B. OPERATIVE PROVISIONS

1. The District shall provide educational fieldwork experiences in schools, classes or other appropriate sites of the District, under the direct supervision and instruction of certificated employees of the District, not to exceed 16 semester units of credit per student.
2. The District may, for good cause, refuse to accept for participation, any student of the University assigned to educational fieldwork experiences in the District. The University shall terminate the assignment of any student of the University upon the District’s request, which request shall be made only for good cause.
3. In performance of this Agreement, each of the parties hereto agrees that it shall not discriminate against any student on the basis of race, color, religion, ancestry, national origin, physical or mental impairment, sex, or any other basis prohibited by law.
4. That in accordance with PC 11105.3, pre-service teachers and fieldwork candidates will not be placed in fieldwork experiences in the District with unsupervised access to children until a background check by the Department of Justice, including fingerprint clearance, is complete and received by the District. Subsequent arrest records received by the District will be cause for a District review of continued student suitability. The District will be the sole determiner if it is deemed that the student will be removed from the fieldwork assignment.
5. Credential candidates assigned field experiences in #6 that follows, will be provided early educational fieldwork experiences including the appropriate student and school permission

embedded in the California Commission on Teacher Credentialing TPA (Teacher Performance Assessment), a required mandate.

6. Assignment of a student of the University to pre-service fieldwork experiences in schools will be under the following definitions:

“Student Teachers” means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid classroom teaching experiences and/or individualized therapy under the supervision of a regularly credentialed employee of the District. An assignment of a student of the University to a student teaching or placement in schools of the District shall be at the discretion of the University, working cooperatively with the District. The assignment shall last for a designated period of time, not to exceed a full semester of 70 days.

“Clinic Teachers” means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, to engage in limited unpaid classroom teaching experiences under the supervision of a regularly credential employee of the District. Clinic teaching is designed to provide University teacher candidates limited exposure and practice to teaching methods for a designated period (usually 4 to 6 weeks). Arrangements for this experience will be made cooperatively between the University supervisor and the principal of the participating school.

“Student Interns” means person recommended by the University possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid educational service experiences (counseling, administration, librarianship, etc.) under the supervision of a regularly credentialed employee of the District.

“Teaching Interns” means persons recommended by the University possessing a certificate of clearance and an Internship Credential, who have been approved to engage in paid teaching services under the supervision of a regularly credentialed employee of the District and a University supervisor for a minimum of 90 days. The University reserves the right to issue or deny the preliminary teaching credential at the end of the internship experience. Either the District or the University may remove the teaching intern for unsatisfactory performance.

“Student Observers” means persons recommended by the University who have been approved to engage in observation of classroom teaching or other educational services performed by regularly credentialed employees of the District. Student observers may be permitted to engage in limited educational fieldwork experiences under the direct supervision and in the presence of a regularly credentialed employee of the District.

“Education Administration Fieldwork/Interns” means persons recommended by the University who hold a baccalaureate degree from a regionally accredited institution of higher education (EC 44453) and has completed three years experience (intern) five years experience (Preliminary Administrative Services Program) on a prerequisite credential, received a passing score on the CBEST, and is eligible for an Administrative Internship Credential, who have been approved to engage in paid administrative services, if this does not displace a certificated employee, and shall be under the supervision of a regularly credentialed employee of the District and a University Supervisor for a minimum of 16 weeks. The University authorizes the candidates in an administrative internship program to assume the functions authorized by the regular administrative services credential. The University reserves the right to issue or deny the preliminary administrative credential at the end of the internship experience. Either

the District or the University may remove the administrative intern for unsatisfactory performance.

PASC students are required to complete 60 hours of fieldwork, 10 hours per course under the supervision of an on-site supervisor/coach, holding an Administrative Services Credential and working in an administrative capacity. Students will complete 20 hours of fieldwork at an elementary site, 20 hours at a middle school site, and 20 hours at a high school site under the supervision of a Supervisor/Coach. Supervisor/Coaches will meet 6 times each semester with the PASC student to 1. Plan a prescribed administrative Fieldwork Experience 2. Implement the plan to enhance the on-site experience 3. Evaluate each area implemented to ensure a completed quality experience 4. Provide quality feedback to the candidate. Supervisor/Coaches are invited to attend planned professional development workshops provided by the School of Education.

“School Counseling Fieldwork Candidates” means persons recommended by the University, who possess a valid certificate of clearance, current TB test, have satisfied the Basic Skills requirement, satisfactorily completed pre-requisite courses and practicum hours, and have completed an application for Field Placement approved by the Department of Counseling and Human Services. Candidates are concurrently enrolled in EDUC 677 Supervised Counseling Field Work during their fieldwork experience. Candidates will be under the supervision of a regularly paid Pupil Personnel Service (PPS) credentialed employee of the District (herein referred to as the on-site supervisor) and a University supervisor. One hour of supervision will be provided by the on-site supervisor for each week of fieldwork experience. The on-site supervisor and the school counseling candidate will decide on the number of fieldwork hours to be completed at any given site. This information will be noted in writing prior to beginning the fieldwork experience. A total of 600 clock hours of fieldwork are required to complete the PPS credential. 400 hours must be completed in public K-12 settings, and up to 200 hours can be completed in non-public counseling settings. The 400 hours of public K-12 experience must be completed in two different K-12 levels. The University reserves the right to issue or deny the PPS credential at the end of the field experience. Either the District or the University may remove the counseling candidate for unsatisfactory performance.

“Communicative Disorders Fieldwork/Interns” means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid educational service experiences (evaluation, conferencing, therapy, etc.), under the supervision of a state credentialed and ASHA certified speech/language pathologist. An assignment of a student of the University to a placement in the Public School shall be at the discretion of the University, working cooperatively with the Public School. The assignment shall last for a designated period of time, not to exceed a full semester of 15 weeks (usually 10 to 13 weeks).

7. The assignment of a student of the University to pre-service fieldwork experiences in the District shall be deemed to be effective for the purposes of this Agreement as of the date the University presents to the proper authorities of the District a document effecting such assignment or through other procedures established and communicated by the District.
8. The University will be responsible for providing a University supervisor or person designated and employed by the University to direct, supervise, and evaluate the performance of students of the University engaged in pre-service fieldwork experiences. This person(s) will work cooperatively with those individuals in the District responsible for placement and direct supervision.

9. The University is obligated to maintain neutrality in the District's labor disputes, to ensure that all field experiences, including practice teaching, will be educationally valid, and to avoid placing its students in situations in which there is a risk of physical injury.
 - a) In the event of a labor dispute in the District, University students involved in field experiences shall report to the University until the University supervisor and director of fieldwork have assessed the situation.
 - b) During a labor dispute at a District field experience site, University faculty members who supervise students will visit the District's school site on a regular basis to observe, to meet with District personnel, and to determine whether the situation remains educationally valid and physically safe for field experience activity.
 - c) During disputes, if the situation is educationally valid and physically safe and the District teacher is present in his/her regular position, the University supervisor will allow the student the option of continuing to practice teach at that site or of terminating the assignment.

C. FINANCIAL PROVISION

1. It has been determined between the parties hereto that any payments to be made to the District or its employees under this Agreement do not exceed the actual cost to the District of the services rendered by the District.
2. Notwithstanding any other provisions of this Agreement, the University shall not be obligated by this Agreement to pay the District or its employees any amount in excess of the total sum set forth in financial provisions.
3. The University shall tender to the District an honorarium of \$100.00 per seven week period for each full-time student teacher of the University assigned to schools in the District, to be paid at the end of the assignment. The District shall reimburse each supervisory master teacher/employee, at rates specified herein.
4. For Counseling Fieldwork Candidates only, the University shall tender to the District a \$100.00 honorarium to be paid at the end of the assignment. The District shall reimburse each district supervisor/employee at the rates specified herein.
5. For Communicative Disorders Fieldwork/Interns only, the University shall tender to the District an honorarium of \$200.00 for each full-time supervisor for each full-time student of the University to be paid at the end of the assignment. The District shall reimburse each master teacher at rates specified herein.

D. ALTERATION DISCLAIMER

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding of agreement not incorporated herein shall be binding on any of the parties hereto.

E. MUTUAL HOLD HARMLESS AND INDEMNIFICATION

THE UNIVERSITY OF REDLANDS shall hold harmless, defend and indemnify **LAGUNA BEACH UNIFIED SCHOOL DISTRICT** and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorney fees), or causes of action arising from any negligent or willful act of **THE UNIVERSITY OF REDLANDS**, its officers, employees, or student teachers incurred in the performance of this Agreement.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT shall hold harmless, defend and indemnify the **UNIVERSITY OF REDLANDS** and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorney fees), or causes of action arising from any negligent or willful act of **LAGUNA BEACH UNIFIED SCHOOL DISTRICT** it's officers, employees, or student teachers incurred in the performance of this Agreement.

F. NO EMPLOYER-EMPLOYEE RELATIONSHIP

No relationship of employer and employee is created by this agreement. It is understood that the student shall have no claim under this agreement against the School District for vacation with pay, sick leave, retirement benefits, medical or dental insurance, worker's compensation benefits or social security contributions.

G. OTHER AGREEMENT

This Agreement replaces all previous agreements between the **UNIVERSITY OF REDLANDS** and the **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**. This Agreement may be extended or modified for subsequent periods of time with the written agreement of both parties.

This Agreement is executed this day 1 July 2019.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

By _____ Date _____
Signator

UNIVERSITY OF REDLANDS

By _____ Date _____
Kathy Ogren
Provost

Laguna Beach Unified School District

12.o. CONSENT/ACTION

May 14, 2019

Approval: California State University, Fullerton, Student Teaching Agreement for Student Teachers with Laguna Beach Unified from July 1, 2019, through June 30, 2025

Proposal

Staff proposes the Board of Education approve a Student Teacher Agreement with California State University, Fullerton from July 1, 2019, through June 30, 2025.

Background

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

Budget Impact

There is no financial impact to the District.

Recommended Action

Staff recommends the Board of Education approve a Student Teacher Agreement with California State University, Fullerton from July 1, 2019, through June 30, 2025.

**CALIFORNIA STATE UNIVERSITY, FULLERTON
STUDENT TEACHING AGREEMENT**

AGREEMENT NO. C18-0901

THIS AGREEMENT is entered into by and between the State of California acting through the Trustees of the California State University on behalf of **California State University, Fullerton** ("University") and **Laguna Beach Unified School District** ("Affiliate"), referred to herein singularly as "party" or collectively as "parties," for the TERM defined herein and with the mailing address as noted for each party.

WHEREAS, Affiliate is authorized to enter into agreements with University in order to provide teaching experience through practice teaching to students enrolled in teacher training curricula of University; and

WHEREAS, any such student enrolled in teacher training curricula of University who is assigned to a location under Affiliate jurisdiction shall be referred to herein as a "Student Teacher" or collectively as "Student Teachers"; and

WHEREAS, any such agreement may provide for an honorarium for services rendered by an Affiliate's employee, each referred to herein as a "Supervising Teacher," of an amount not to exceed the actual cost to Affiliate for the services rendered by such Supervising Teacher; and

WHEREAS, it has been deTermined between the parties hereto that honorarium amount(s) authorized by University which are invoiced by and payable to Affiliate under this Agreement shall not exceed the actual cost to Affiliate for the services rendered by any Supervising Teacher; and

WHEREAS, each honorarium paid to Affiliate hereunder is intended to be transmitted promptly by the Affiliate to the Supervising Teacher as compensation for and recognition of services performed for the benefit of the Student Teacher in the Supervising Teacher's charge;

NOW, THEREFORE, it is mutually agreed between University and Affiliate as follows:

- 1. TERM OF AGREEMENT AND EARLY TERMINATION CLAUSE.** This Agreement shall remain in full force and effective for an initial term of six (6) years beginning July 01, 2019 to June 30, 2025 ("Term"). This Agreement may be Terminated at any time by written mutual agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall said Termination take effect with respect to any Student Teacher. In the event that the Termination of this Agreement affects any active Student Teacher placement, such Student Teacher shall be permitted to complete training for any semester in which Termination would otherwise occur.
- 2. PRACTICE TEACHING.** Affiliate shall provide practice teaching experience to Student Teachers in schools and classes under the jurisdiction of Affiliate on a semester basis. Such practice teaching shall be provided under direct supervision and instruction of Certified Teachers of Affiliate, as Affiliate and University, through their duly authorized representatives, may agree upon.

"Practice teaching" as used herein and elsewhere in this Agreement implies active participation in duties and functions of classroom teaching under directly supervised instruction by Affiliate employees holding valid professional clear or life diplomas issued by the State Board of Education, other than emergency or provisional credentials, authorizing said Affiliate employees to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

CALIFORNIA STATE UNIVERSITY, FULLERTON
STUDENT TEACHING AGREEMENT

AGREEMENT NO. C18-0901

- 3. STUDENT TEACHER ASSIGNMENT.** No guarantee is either expressed or implied in regard to the number of Student Teachers who may be assigned to Affiliate in any given semester during the Term. An assignment of a Student Teacher to practice teaching in schools or classrooms in Affiliate jurisdiction shall be at the discretion of the University and either for a period of approximately nine (9) weeks or for a period of approximately eighteen (18) weeks, and a Student Teacher may be given more than one (1) assignment by the University to practice teaching in such schools or classes.

A semester unit of practice teaching under this Agreement is considered approximately

- a) twenty (20) minutes of practice teaching conducted per day, five (5) days per week, for eighteen (18) weeks for elementary and secondary schools, or
- b) twenty (20) minutes of practice teaching conducted per day, three (3) days per week, for eighteen (18) weeks during regular session for community colleges and/or adult schools.

Assignment of a Student Teacher to practice teaching in the jurisdiction of Affiliate shall be deemed to be effective for purposes of this Agreement as of the date on which the Student Teacher presents to the proper authorities of Affiliate the assignment card or other document given to the Student Teacher effecting such assignment but not earlier than the date of such assignment as shown on such card or other document.

Affiliate may, at its sole discretion, refuse to accept for practice teaching any student of the University assigned to practice teaching at a location under Affiliate jurisdiction. Upon request of Affiliate, University, at its sole discretion, shall Terminate the assignment of said Student Teacher and henceforth reassign said Student Teacher either to another location within Affiliate jurisdiction or to a location outside of Affiliate jurisdiction, as appropriate.

- 4. HONORARIUM.** University shall remit an honorarium to Affiliate on for performance of all services required to be performed under this Agreement, including submission of an appropriately detailed invoice, at the rate of \$25.00 for each semester unit of practice teaching per assigned Student Teacher as defined herein ("Rate"). Payment will be issued subsequent to verification of invoice(s) and review of Supervising Teacher evaluation, both of which are to be submitted by Affiliate at the close of each semester. Due to variations in fieldwork requirements, and for illustrative purposes only, payments are typically calculated at \$125 for the first assignment and \$250 for the second assignment, respectively. Absences of a Student Teacher from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided to the Student Teacher by Affiliate. *Invoice Submission Instructions shall be provided to Affiliate separately from this Agreement by a College of Education representative.*

In the event the assignment of a Student Teacher to practice teaching is Terminated by the University for any reason, the Affiliate shall receive payment on account of such Student Teacher, except in such cases where such assignment is Terminated before the end of the ninth week of the assignment, in which case Affiliate shall receive payment for an assignment of nine (9) weeks only.

If a Student Teacher is assigned by the University to another Supervising Teacher or location within the jurisdiction of Affiliate after a Student Teacher assignment has become effective, this reassignment shall be considered for payment purposes as an entirely new and separate assignment. In the event of such reassignment, the Supervising Teacher who supervises the majority of the assignment and submits the required evaluation shall be considered qualified for payment purposes.

CALIFORNIA STATE UNIVERSITY, FULLERTON
STUDENT TEACHING AGREEMENT

AGREEMENT NO. C18-0901

- 5. INVOICING AND PAYMENT.** Within a reasonable time following the close of each semester of University, Affiliate shall submit an invoice to University for payment at the Rate provided herein for all semester units of practice teaching provided by Affiliate under and in accordance with this Agreement during said semester. Affiliate shall attach to the invoice a certificate executed by a duly authorized representative of Affiliate certifying that the Affiliate expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. The University shall pay the amount of such invoice from monies made available for such purpose by or pursuant to the laws of the State of California.

Notwithstanding any other provisions of this Agreement, University shall not be obligated by this Agreement to pay Affiliate any amount in excess of the Rate as set forth in the Special Provisions, any amount for services provided outside of the Term of this Agreement, or any amount for services which do not comply with the requirements stated herein.

- 6. INDEMNIFICATION.** University shall defend, indemnify, and hold harmless the Affiliate, its officials, employees, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, employees, or agents.

Affiliate shall defend, indemnify, and hold harmless the University, its officials, employees, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Affiliate, its officials, employees, or agents.

- 7. PRIVACY LAWS.** Student Teachers shall comply with all applicable privacy laws and statutory regulations in regard to safeguarding personally identifiable Affiliate student information including but not limited to the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g; 34 CFR Part 99) and the California Education Code.
- 8. FINGERPRINTING/BACKGROUND CHECKS.** In accordance with California Education Code Section 44320 (d), each credential candidate prior to assignment to Affiliate must obtain at their sole expense a "Certificate of Clearance," which includes a completed Live Scan Service. The University will ensure that each Student Teacher receives this Certificate of Clearance prior to reporting to any assignment in the jurisdiction of Affiliate.
- 9. TUBERCULOSIS CLEARANCE.** As permitted by California Education Code (EC) Section 49406, no Student Teacher shall be placed in fieldwork experience at any location of the Affiliate until Student Teacher has presented to Affiliate acceptable documentation of an examination performed by a licensed physician or surgeon (as defined in EC 49406) certifying that said Student Teacher is free of active tuberculosis within the sixty-day (60-day) period immediately preceding commencement of the assignment. All associated fees and/or costs associated with such examination and certification shall be the sole responsibility of the Student Teacher.
- 10. DISPUTE RESOLUTION.** In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard

**CALIFORNIA STATE UNIVERSITY, FULLERTON
STUDENT TEACHING AGREEMENT**

AGREEMENT NO. C18-0901

to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral entity. The costs of and related to the services of the neutral entity will be split equally between the Parties. In the event that legal action is pursued, the prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as permitted by law.

11. NO EMPLOYMENT OR AGENCY RELATIONSHIP CREATED. The parties hereto acknowledge that Student Teachers are participating solely to obtain field experience as part of an academic program for educational purposes and that nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent, or employment relationship between the parties, hence, neither party shall have the authority to bind the other party for any purpose. Furthermore, Student Teacher(s) are not considered employees of the Affiliate for any purpose and shall not receive any remuneration for their services and/or time under this Agreement. Therefore, any student teacher(s) assigned by University to a location under Affiliate jurisdiction shall have no claim under this Agreement in regards to personal expenses of any kind as well as fringe benefits including but not limited to unemployment insurance, vacation accrual, sick leave, retirement benefits, medical/dental insurance, workers' compensation benefits, and social security contributions. It is the responsibility of University to provide notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the Termination or expiration of this Agreement.

12. INSURANCE REQUIREMENTS. University and Affiliate shall each secure and maintain insurance coverage during the Term, at their respective sole expense, of the types noted below and with the respective minimum limits covering themselves including their employees, officers, agents, and volunteers. Each party reserves the right to request, and agrees to provide upon request, documentation of such coverage(s). If any documented policy is cancelled before the expiration thereof, written notice shall be delivered to the other party in accordance with policy provisions. Each party acknowledges that such insurance coverage requirements may be addressed through a variety of risk financing methods including commercial insurance, self-insurance, risk sharing pool, captive, or combination thereof and that when placed with commercial insurers, such insurers shall have an A.M. Best rating of no less than A, VII or equivalent or as accepted by the other party.

- A. Comprehensive or Commercial Form General Liability (including Contractual Liability) with minimum limits as follows:**
 - Each Occurrence: \$1,000,000, General Aggregate: \$3,000,000
- B. Business Automobile Liability (minimum limits):**
 - Each Occurrence: \$1,000,000 Combined Single Limit for owned, scheduled, hired, or non-owned vehicles
- C. Workers' Compensation Liability:**
 - Minimum limit as required by statute
 - Employer's Liability: Minimum limit of \$1,000,000 per each accident, employee, and disease
- D. Professional Liability coverage (appropriate to the professional activities):**
 - Minimum limits: \$1,000,000 per claim, \$2,000,000 per policy
 - Coverage to be maintained for a period of five (5) years beyond the Term of this Agreement

The foregoing insurance limits and/or requirements shall be subject to modifications to coverage forms and/or limits as mandated from time to time by the respective insurance programs of the parties. Both parties agree to provide the other party with no less than thirty (30) days' written notice of any change

**CALIFORNIA STATE UNIVERSITY, FULLERTON
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in coverage forms and/or limits. In the event of such change, both parties agree to renegotiate insurance requirements, if necessary, within thirty (30) calendar days from receipt of notification of such change ("renegotiation period"). New Agreement Terms regarding coverage forms and/or limits shall be mutually agreed upon by the parties and shall be evidenced by a written amendment to this Agreement issued within the renegotiation period. If the parties are unable to renegotiate said coverage forms and/or limits during the renegotiation period, this Agreement shall automatically Terminate at the end of the renegotiation period unless the parties mutually agree in writing to extend the renegotiation period for an additional thirty (30) days.

University shall self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows: The State of California has elected to be self-insured for its general liability, automobile liability, worker's compensation, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insurance program. Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including State official operations or under an official contract or license agreement. Inquiries regarding tort liability should be referred to the Government Claims Board, 400 "R" Street, Sacramento, CA 95812. Any claims regarding property are to be referred to The California State University, Risk Management and Public Safety, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

- 13. GOVERNING LAW.** This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
- 14. MODIFICATIONS AND NOTICES.** Any modification to this Agreement shall be enforceable only if such modification is presented in writing and subsequently signed by an authorized representative of each party ("Amendment"). Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and delivered using an independently traceable means of delivery to the other party, as applicable.

University mailing address:

California State University, Fullerton
Attn: Contracts & Procurement
2600 Nutwood Ave., Suite 300
Fullerton, CA 92831

Affiliate mailing address:

Laguna Beach Unified School District
Attn: Leisa Winston
550 Blumont St.
Laguna Beach, CA 92651

For Student Teaching programmatic questions, please contact the College of Education:
CSUF College of Education
2600 Nutwood Ave., Suite 500
Fullerton, CA 92831
Ph: 657/278-3411

SEE NEXT PAGE FOR SIGNATURES

**CALIFORNIA STATE UNIVERSITY, FULLERTON
STUDENT TEACHING AGREEMENT**

AGREEMENT NO. C18-0901

This Agreement is hereby executed by the authorized representative of each party entered and as of the dates written below.

California State University, Fullerton

Laguna Beach Unified School District

Signed: _____

Signed: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Laguna Beach Unified School District

12.p. CONSENT/ACTION

May 14, 2019

Approval: Settlement Agreement for LBHS Student Number 2018-19-003

Proposal

Staff proposes the Board of Education approve the recommended Settlement 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 agreement to the terms outlined in the Settlement Agreement.

Background

Pursuant to Education Code §48900(c) and (j) 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. Education Code §48900(j). Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.

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 Settlement Agreement. Should the Board of Education approve the Settlement Agreement, the student will immediately withdraw from enrollment in the District, nor will they at any time attempt to re-enroll or attend a District related program or event. Should the Parent or Student attempt to enroll or re-enroll Student, and/or attempt to have Student attend a school or educational program operated by the District by means of an interdistrict transfer request or any other means, the District will immediately re-initiate the planned expulsion proceedings against Student.

Budget Impact

No budget impact.

Recommended Action

Staff recommends the Board of Education approve the agreement to the terms outlined in the Settlement Agreement.

Laguna Beach Unified School District

13. INFORMATION

May 14, 2019

Technology Services Update

Proposal

Staff proposes the Board of Education receive the update from the Chief Technology Officer.

Background

The presentation will review the current status and progress of the technology department. The Board and community will receive a status update on computer science, research as well as support.

Budget Impact

There is no budget impact.

Recommended Action

No action is required. This report is presented for information purposes only.

Laguna Beach Unified School District

14. INFORMATION

May 14, 2019

Update to Audio/Visual Recording Equipment for the Boardroom and Implement Closed Captioning Requirements for ADA Compliance for Live Streaming During Board Meetings

Proposal

Staff proposes the Board of Education receive the update on the audiovisual equipment that would need to be replaced in the boardroom to effectively live stream and record the meetings as well as discuss the closed captioning requirements for ADA compliance for live streaming. Staff is requesting direction from the Board regarding next steps regarding upgrading the audiovisual system and direction regarding continuing to live-stream board meetings without close-captioning.

Background

The District's audiovisual system was previously pieced together with several parts from existing systems to save costs upon initial installation. It has been determined that in order to get the best recording and closed-captioning the audio system needs to be improved. We were limited to the number of microphones on the older system and that required certain speakers to share microphones. Our previous system also did not have the ability to record locally. We utilized the Granicus system in order to record the meetings remotely. This new system addresses all of these requirements and provides for some expansion capabilities. This system can work independently without Granicus (\$6,300 per year savings) and utilize the free YouTube channel service, however, it would not meet ADA compliance for live-streaming.

It is anticipated that updates to the Boardroom would include:

- New wired microphones
- 14 Microphones to cover everyone who speaks
- Backup recording device to record the meetings locally
- New rack system
- New switcher
- New camera controls

The expenditure for the audio/visual updates would be budgeted for in the 2019/20 school year budget. The cost to the District for the hardware updates has been quoted at \$49,662.92. Potential costs for close-captioning range from \$10,000-\$20,000 a year.

During a review of our ADA compliance requirements for accessibility to our website, it was determined that LBUSD was out of compliance with Government Code section 7405 that requires that public agencies comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973. Section 508 requires that public agencies comply with the Web Content Accessibility Guidelines (WCAG) 2.0. Under the guidelines, live-streamed video content would need to be accessible to persons with disabilities meaning live streamed content would need to have real-time captioning. Staff confirmed the requirements with OCDE Legal

Counsel. Our current practice is to live-stream the meeting and to close-caption our archive, however, this does not meet our legal requirements.

The staff has investigated potential options to become compliant with the requirements under Section 508 of the Rehabilitation Act.

The costs for captioning are dependant on the vendor and method chosen and will range from \$140 - \$200 per hour for a live typographer and up to \$7,000 for an annual agreement. The hourly costs are projected to be a minimum of \$10,080 per year based on the number of regular board meetings held and the average length of a board meeting. Staff have reached out to two vendors that offer closed captioning and compliant agendas and they have indicated that they are in the process of making changes to their current systems and will be prepared to demo their products this summer.

Recommended Action

Staff recommends the Board of Education discuss the information outlined above and provide staff with direction on how to proceed and address the issues brought forward.

Laguna Beach Unified School District

15. ACTION

May 14, 2019

Approval: Memorandum of Understanding with the City of Laguna Beach for a Jointly Operated Adult Education Program in an Amount Not-to-Exceed 95 Percent of the Annual Adult Education Program Grant

Proposal

Staff proposes the Board of Education approve the Memorandum of Understanding (MOU) with the City of Laguna Beach to operate an Adult Education Program for the period of June 1, 2019, through May 31, 2022.

Background

During a joint meeting of the City Council and the Laguna Beach Unified School District Board of Education on January 22, 2019, an Adult Education Program partnership between the District and the City was proposed. Currently, the District receives approximately \$95,000 in annual grant funding for adult education. The current expenditure for the program includes staffing, curriculum, and technology costs for English as a second language (ESL) classes that are offered at no cost to adult learners in our community.

Under this MOU, grant funds would be used to expand the program in collaboration and partnership with the City. Classes will be offered free of charge to Laguna Beach residents and topics will include computer skills, workforce preparation, ESL, and classes for adults with disabilities. The City will invoice the District for all costs associated with the program, including classroom curriculum, instructor compensation, and City administration time. Classes will be taught in City facilities. The District's payments to the City will not exceed 95 percent of the annual Adult Education Block Grant received by the District. The District will be responsible for transcribing attendance records to meet any grant requirements. The District and City of Laguna Beach will be quarterly to develop and review program classes, budgets, grant compliance requirements, and learning outcomes.

The proposed MOU with the City delineates the mission, organizational structure, and procedures of the Adult Education Program as a joint cooperative effort between the City and the District. If approved, the term of the MOU will begin on June 1, 2019, and end on May 31, 2022. Classes would begin in September 2019.

LCAP Goal 5: All stakeholders will be engaged in the learning process by promoting a variety of opportunities for parents, students, staff, and the community that strengthen communication and meaningful participation.

Budget Impact

The budget impact to LBUSD would be an amount not to exceed 95 percent of the total annual Adult Education Program grant funds, or approximately \$90,000.

Recommended Action

Staff recommends the Board of Education approve the Memorandum of Understanding (MOU) with the City of Laguna Beach regarding the Adult Education Program for the period of June 1, 2019, through May 31, 2022, in an amount not to exceed 95 percent of the annual Adult Education Program grant.

ADULT EDUCATION PROGRAM
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LAGUNA BEACH AND
THE LAGUNA BEACH UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding (hereinafter MOU) is made and entered into by and between the City of Laguna Beach (City) and the Laguna Beach Unified School District (District) effective June 1, 2019. The City and the District are sometimes referred to individually as a “Party” and collectively as the “Parties.”

SECTION 1. PURPOSE OF MOU

This MOU formalizes the relationship between the Parties to foster an efficient and cohesive adult education program for the Laguna Beach community, with the goal of providing classes and resources to adult residents. This MOU delineates the mission, organizational structure, and procedures of the Adult Education Program (AEP) as a joint cooperative effort between the City and the District.

SECTION 2. TERM

The term of this MOU shall begin on June 1, 2019 and end on May 31, 2022, unless terminated earlier as provided herein. The parties may renew this MOU only by separate written agreement or addendum hereto, which must be agreed upon and executed by both parties.

SECTION 3. MISSION, GOALS, AND OBJECTIVES

Mission

The mission of the AEP is to ensure adults have access to education and resources that will improve their quality of life by providing basic training and instruction in technical career skills and other continuing education programs.

Goals

To provide training and instruction in the following areas:

1. Elementary and secondary reading, writing, and mathematics (basic skills)
2. English as a second language and other programs for immigrants
3. Workforce preparation for adults (including senior citizens) entering or re-entering the workforce
4. Short-term career technical education with high employment potential
5. Pre-apprenticeship training activities coordinated with approved apprenticeship programs

6. Programs for adults with disabilities
7. Programs designed to develop knowledge and skills that enable adults (including senior citizens) to help their children and grandchildren to succeed in school

Objectives

This MOU supports the Parties' efforts to:

1. Promote and enhance policies that will improve access to adult education and overall well-being;
2. Advance the quality of educational opportunities for adult learners;
3. Provide research-based academic, social-emotional and behavioral supports to facilitate transitions into the workforce;
4. Provide leadership and advocacy programs to help adult learners cope with a changing workforce; and
5. Provide instructors and administrators to support adult learners.

SECTION 4. ORGANIZATIONAL STRUCTURE

- A. Composition. The City and the District will meet annually in April to discuss the upcoming academic year and course offerings. The program schedules will follow the City's quarterly recreation timelines with class sessions starting in September, January, April, and June of each year. All classes will be available for registration through the City's recreation program registration system. The City will coordinate all class schedules, locations, instructors, and instructional materials. The District will issue the City two payments: on July 15 and on January 15. The District's payments to the City will not exceed 95 percent of the annual Adult Education Block Grant (AEBG) received by the District. The actual annual budgeted amount will be determined during the annual meeting in April. The District will also be responsible for transcribing attendance records to meet any and all grant requirements.
- B. Supervision. The day-to-day operation and administrative control of the AEP Program will be the responsibility of the City. Responsibility for grant requirements and correspondences with the consortia shall remain solely with the District. The District will ensure that a current education plan is approved by the consortia. The City and the District shall each name a contact person who will monitor the program.

SECTION 5. PROCEDURES

- A. Selection of courses. Each April, the City will propose course offerings for the upcoming year that must be approved by the District in writing. In addition, each course syllabus must be approved by the District before a class is approved. Each class requires a pre- and post-test to be administered by the instructor and reported to the District.
- B. Payments. The City will track all expenses related to the program and will provide detailed

accounting to the District.

- C. Student Concerns. Any student concerns will be reported to both the District and the City. AEP program representatives must meet within 14 days of receipt of a complaint and will provide a written response to student within 30 days.

SECTION 6. TERMINATION

This Agreement may be terminated by either Party, with or without cause, upon thirty (30) day's advance written notice to the other party.

SECTION 7. HOLD HARMLESS

- A. Each Party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorneys' fees and costs) arising from the indemnitor's performance of this MOU where the loss or claim is attributable to the negligent acts or omissions of the indemnitor.
- B. The District and the City mutually covenant and agree that neither Party will insure the actions of the other, and each Party will assume its own responsibility in connection with any claims made by a third party against the City and/or the District.

SECTION 8. NOTICE

Any notice, consent or other communication in connection with this MOU shall be in writing and may be delivered in person, by mail or by email. Notice to the City shall be to the attention of the City Manager, and notice to the District shall be to the attention of the Superintendent. If hand-delivered, the notice shall be effective upon delivery. If by email, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, and addressed appropriately.

MOU between City of Laguna Beach and Laguna Beach Unified School District
Re: Adult Education Program
April 23, 2019

SECTION 9. MODIFICATION; ENTIRE AGREEMENT OF PARTIES EXPRESSED

No modification of this MOU shall be valid or binding unless the modification is in writing, duly dated and signed by both parties. This MOU reflects the entire agreement between the Parties and supersedes any other agreements between the Parties on the same subject, whether orally or in writing.

Executed this ____ day of _____, 2019

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

By: _____

Jason Vilorio
SUPERINTENDENT

CITY OF LAGUNA BEACH

By: _____

John Pietig
CITY MANAGER

Laguna Beach Unified School District

16. ACTION

May 14, 2019

Approval: Independent Contractor Agreement with the Boys and Girls Club of Laguna Beach for the Social Skills Facilitation Project in the amount of \$34,020

Proposal

Staff proposes the Board of Education approve the independent contractor agreement with the Boys and Girls Club of Laguna Beach for the District's Social Skills Facilitation Project in the amount of \$34,020 serving students at El Morro Elementary, Top of the World Elementary, and Thurston Middle School.

Background

The District has been able to provide additional social skills opportunities for LBUSD elementary and middle school students during lunchtime for the past six years. The program provides students with opportunities to develop stronger connections with peers and adults on campus. Boys and Girls Club staff come to the sites daily to create various opportunities for students to stay engaged in positive play with peers, and to reduce behavioral infractions. This project started as a pilot during the 2012-13 school year and funding was provided through Medi-Cal dollars. For the 2013-14 school year, the program was funded through the generosity of SchoolPower. Since that time, the program has been funded by the District.

In the 2018-2019 school year, the program cost increased by \$1,620 from 2017-2018 due to an hourly rate increase for the seven (7) staff members providing direct services to students throughout the year. The program continues to meet an important student need to support semi-structured socialization opportunities for students K-8, and meetings are held with sites and Boys & Girls club annually to discuss program design and improvements.

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

Budget Impact

Funding in the amount of \$34,020.00 will be paid from the General Fund.

Recommended Action

Staff recommends the Board of Education approve the independent contractor agreement with the Boys and Girls Club of Laguna Beach for the District's Social Skills Facilitation Project in the amount of \$34,020 serving students at El Morro Elementary, Top of the World Elementary, and Thurston Middle School.

Keller/Odipo/Viloria

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Laguna Beach Unified School District, hereinafter referred to as "District," and Boys & Girls Club of Laguna Beach, 1085 Laguna Canyon Road, Laguna Beach, CA 92651, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Contractor shall provide to District the following services hereinafter referred to as "Services"

Social Skills Facilitation Project cost breakdown:

- Seven (7) providers at a rate of \$21.00 per hour
- Three (3) providers @ 1 hour x 180 days = \$11,340
- Four (4) providers @ 1.5 hours x 180 days = \$22,680
- Total Cost: \$34,020.00

2. Term. Contractor shall commence providing Services under this Agreement following Board Approval May 14, 2019, with a service start date of August 24, 2019 and will diligently perform as required and complete performance by June 30, 2020.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed \$34,020.00. District shall pay Contractor according to the following terms and conditions: Upon receipt of invoice at end of each semester.

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: N/A

5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited

to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

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

7. Originality of Services/Intellectual Property. Contractor agrees that all ideas, technologies, formulae, procedures, processes and methods prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the five (5) days cease and terminate. In the event of such termination, the District may secure the required Services from another contractor. If the cost to the District to secure the

required Services from another contractor exceeds the cost of providing the Services pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the Contractor, or no later than three (3) days after the day of mailing, whichever is sooner.

9. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

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

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

10. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

10.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

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

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

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable; \$2,000,000 aggregate.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

Part A - Statutory Limits for Contractor

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers' Liability

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

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

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

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall:

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

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

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

12. Compliance with Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

12.1. Fingerprinting. Education Code section 45125.1 requires that employees of a Contractor providing certain services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the District determines that the Contractor and/or Contractor's employees will have limited or no contact with District's students. In making this determination, the District will consider the totality of the circumstances. If the District has determined that fingerprinting is required, whether or not the Services are one of those listed in Section 45125.1, the Contractor expressly agrees that Contractor and all of Contractor's current and subsequent employees will submit or have submitted fingerprints in a manner required by the California Department of Justice, as set forth in Education Code section 45125.1. Contractor and/or Contractor's current and subsequent employees shall not come in contact with students until the Department of Justice has ascertained that the Contractor and/or Contractor's employees have not been convicted of a serious or violent felony. Contractor shall certify in writing to the Governing Board of the District that none of its employees who may come in contact with students have been convicted of a serious or violent felony; and shall provide to the Governing Board of the District a list of names of its employees who may come in contact with students. Contractor shall fulfill these requirements at its own expense. The District may require the Contractor and its current and subsequent employees to submit to additional criminal records checks at the District's sole and absolute discretion.

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

12.2. Tuberculosis Testing. Contractor and/or Contractor's current and subsequent employees providing Services to the District agree to undergo tuberculosis screening and to submit written verification of negative results for tuberculosis, if required by the District, prior to commencing Services pursuant to this Agreement.

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

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

15. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

16. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

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

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

Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

District:

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

Contractor:

Boys & Girls Club of Laguna Beach
1085 Laguna Canyon Road
Laguna Beach, 92651

19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

21. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

22. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

23. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

This Agreement is entered into this ____ day of _____, 2019.

Laguna Beach Unified School District
Name of District

Boys & Girls Club of Laguna Beach
Contractor Name

By: _____

By: _____

Title:

Pamela Estes

Title: _____

Laguna Beach Unified School District

17. ACTION

May 14, 2019

Approval: Agreement with Kelvin Education, Inc., for the 2019-20 School Year at a Cost Not-to-Exceed \$5,858

Proposal

Staff proposes the Board of Education approve the California Student Privacy Agreement with Kelvin Education, Inc. for the 2019-20 school year. Staff will utilize Kelvin Education Inc.'s online-enabled research services, which include unlimited access to student social-emotional wellness screenings, school climate screening, and library of social-emotional learning and positive school climate intervention resources.

Background

Laguna Beach Unified School District is committed to supporting students K-12 in the development of positive personal and interpersonal skills to enhance academic achievement, positive decision-making, and long-term social-emotional health outcomes. In order to effectively measure social-emotional functioning for students in K-12 grades, the district's social-emotional learning work-group initially recommended implementation of two screening instruments: 1) Student Risk Screening Scale K-3rd grades, and 2) CoVitality Survey 4th-12th grades. The District has completed two years of social-emotional learning screening using these instruments each fall and spring since 2017-2018 school year.

The data has been critical to inform staff about students' strength and distress, as well as provide additional data-informed insights into school climate. The social-emotional learning work-group has recommended the continuation of the SRSS and CoVitality surveys in the 2019-2020 school to provide more summative snapshots of student social-emotional learning status. In order to gather formative data from students in 4th-12th grades in the areas of social-emotional learning, the social-emotional learning work-group recommends the pilot of Kelvin Education Inc.'s student survey. These online survey tools are unique as they provide brief (fewer items), custom and configurable construct measurement through captures of student "pulses" in the area of social-emotional health.

These survey pulses are pushed out to students via an embedded online survey tool that allows for confidential formative assessment of student social-emotional wellness and climate indicators. These data will be used to provide an additional school-based mental health linkage opportunity for students, as well as detail aggregate student strengths and gaps, to inform classroom or group-based interventions.

The proposed contract will enable LBUSD to deliver unlimited Kelvin Education, Inc. pulses to students in grades 4 through 12 multiple times per year to capture confidential measures of student social and emotional learning strengths across the following constructs: growth mindset; self-efficacy; self-management; curiosity; perseverance; and self-regulation. Additionally, the district may configure questions from research-informed public question banks to measure additional constructs of interest. The school climate constructs include: a sense of belonging; a sense of safety; climate of support for academic learning; rigorous expectations; teacher-student relationships, and more. The scope of the software agreement includes:

- Software and system configuration, integration within district use protocols, and data frontloading;
- Survey support, including technical assistance in the design, administration, and best-practice data utilization;
- Online design and deployment of survey administration for unlimited use;
- Comprehensive report portfolio, including aggregate student reports and evidence-informed suggestions for further follow-up;
- Data analysis to provide information briefs; student, schoolwide, and districtwide insights and results.

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

Budget Impact

The cost of the service agreement for the 2019-2020 school year is \$5,858.00.

Recommended Action

Staff recommends the Board of Education approve California Student Privacy Agreement with Kelvin Education, Inc. for the 2019-20 school year at a cost not-to-exceed \$5,858.

KELVIN EDUCATION, INC.

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions (“Standard Terms”) are part of and incorporated into the Agreement (“Agreement”) referenced in an Order Form (“Order”) executed by Kelvin Education, Inc. (“Kelvin”) and the customer identified in such Order (“Customer”). Capitalized terms used and not otherwise defined herein shall have the same meanings given for those terms in the Order.

1. **Certain Definitions.**

- 1.1. “Customer Data” means information Customer creates or otherwise owns, licensed to Customer from third parties or otherwise provided to Kelvin on Customer’s behalf and, in each case, that is loaded to or processed or accessed by any Service.
- 1.2. “Data Services” means those Services consisting of hosted data aggregation and analytics and related services.
- 1.3. “Kelvin Data” means any and all information provided by third parties to Kelvin or created by Kelvin that is made available to Customer via the System (defined below), other than Customer Data.
- 1.4. “Kelvin Technology” means all of Kelvin’s proprietary software and other technology with respect to the Services, all documentation relating to the Services (both printed and electronic), and any derivatives, improvements, enhancements, upgrades and updates of the foregoing conceived, reduced to practice or otherwise developed.
- 1.5. “Output” means the output generated from Customer’s or its Customer Users’ (defined below) use of the System, namely reports generated by the System at Customer’s or its Customer User’s direction.
- 1.6. “Service Term” means each service term set forth in an Order for Customer’s subscription for the Service.
- 1.7. “Third Party Add-On” means third-party, integrated “add-on” products, services or data subscribed to by Customer pursuant to an Order.

2. **General Provision of Services.**

- 2.1. *Orders.* Subject to the terms and conditions of the Agreement, Kelvin will make the Service(s) identified in Customer’s Order available to Customer for the applicable Service Term, solely for use with respect to schools within Customer’s district or similar organization (or with respect to Customer, if Customer is itself a school). In the case of any module of the Service for which the Order indicates that the total price has been determined on a per-unit basis (such as per-student, per-teacher, per-school or per-district), Customer’s access to such module will be limited to the number of units (e.g., students, teachers or schools) indicated on the Order. Except as otherwise provided in the Order or elsewhere in the Agreement, each Order is non-cancellable and will be subject to the terms and conditions of the Agreement. If required as part of Customer’s internal procedures, an Order may be supplemented by a purchase order issued by Customer, but in no event will a Customer purchase order modify any of the pricing, deliverables or terms set forth in the Order or elsewhere in the Agreement.
- 2.2. *Customer Users.* The applicable Service may permit Customer to enable its faculty, administrators, consultants, students and guardians to access and use one or more

modules or features of that Service, in which case those faculty, administrators, consultants, and (if applicable) students and guardians are referred to as “Customer Users.” Customer Users may be required to agree to or accept (including electronically) end user terms applicable to the relevant Service before accessing or using the Services (the “Customer User Terms”). Customer is solely responsible for determining and assigning access levels and authority to the Services to Customer Users and for all use of the Services by those Customer Users. Customer is responsible for the actions of all Customer Users and other Customer employees and agents, for ensuring that only Customer Users are provided access to the Services (including ensuring security of usernames, passwords and related information, collectively, “Access Credentials”), and that access of Customer Users is limited to that portion of the Services as is reasonably necessary in order to fulfill the purposes of the Agreement. Customer will not permit the sharing of Access Credentials by its Customer Users and will notify Kelvin immediately if its Access Credentials are compromised. Kelvin will not have any liability to Customer or any third party for any Customer User’s or other Customer employee’s or Customer agent’s use or misuse of the Services.

- 2.3. *Service Suspension.* Kelvin may suspend the Services in whole or in part and without notice: (i) if Kelvin believes Customer’s or Customer Users’ use of the Services represents a direct or indirect threat to the function or integrity of the Services, Kelvin’s or its service providers’ system or networks, or any third party’s use of the Services; (ii) if reasonably necessary to prevent unauthorized access to customer data (including, without limitation, the Customer Data); or (iii) to the extent necessary to comply with legal requirements. If Kelvin suspends the Services without notice, Kelvin will provide the reason for such suspension, upon Customer’s request. Any suspension of Services for the foregoing reasons will apply to the minimum necessary portion of the Services and only be in effect for as long as reasonably necessary to address the issues giving rise to the suspension. Kelvin may also, upon such notice as is reasonably practicable under the circumstances, perform scheduled or emergency maintenance (including temporary suspension of the Services as necessary) to maintain or modify the Services or Kelvin Technology.

3. **Data Services.**

- 3.1. *Agreement to Provide Services.* Subject to the terms and conditions of the Agreement, Kelvin agrees to provide Customer the specific Data Services set forth on the Order, which Data Services include, at a minimum, access, via the Internet, to Kelvin’s proprietary hosted data platform software application described in the Order and the Kelvin Data subscribed to by Customer and included in such hosted application (collectively, the “System”), together with technical support with respect to use of the System, as described in Section 3.5 of these Standard Terms. The Data Services may also include one or more of the following (each as more specifically described on the Order): (i) implementation services with respect to the System as described in that Order in order to integrate the System with Customer’s computing environment; (ii) training services for Customer and its faculty and administrator Customer Users with respect to their use of the System; and (iii) access, via the System, to various Third Party Add-Ons.
- 3.2. *Grant of Rights to Access and Use.* Subject to the terms and conditions of the Agreement, Kelvin grants to Customer, during the Service Term for the applicable Data Services, a limited, nontransferable, nonexclusive (i) license to use the Kelvin Data solely for its own internal business and research purposes as set forth in these Standard Terms; (ii) right to permit Customer Users to access over the Internet and use the System solely to support Customer’s normal course of business and according to the access authority levels configured or assigned by Customer.

- 3.3. *Restrictions on Use.* Customer and its Customer Users may not (i) use, license, sell, redistribute, lease, extract or otherwise transfer or assign the Data Services, Kelvin Data, Third Party Add-Ons or any component thereof, except as expressly permitted herein; (ii) alter or permit a third party to alter any part of the Data Services, Kelvin Data or Third Party Add-Ons; (iii) use or permit the use of the Data Services, Kelvin Data or Third Party Add-Ons for any unlawful purpose; (iv) reverse engineer or otherwise attempt to derive source code or other trade secrets from the Data Services, Kelvin Data or Third Party Add-Ons; (v) use the Data Services in a way that could harm Kelvin's network or System or impair a third party's use of the Data Services (including by transmitting by or uploading to the System any viruses, worms, Trojan horses or other malicious code); or (vi) use the Data Services to try to gain unauthorized access to any service, data, account or network by any means.
- 3.4. *Customizations and Enhancements.* From time to time, Kelvin may make enhancements or customizations to the System. Any intellectual property created in the course of performing the Data Services, whether by Kelvin alone or jointly with Customer, shall be and remain the exclusive property of Kelvin, and Customer assigns any of its rights, interest or title in or to the same to Kelvin.
- 3.5. *Customer Support.* Kelvin will provide Customer and its faculty and administrator Customer Users with reasonable technical assistance by email or other Internet-based communication with respect to the access and use of the System and the identification and reporting of problems or errors with the System; any limitations on usage of such support services are identified in the Order. Kelvin will respond to Customer within a reasonable period of time from a request placed by Customer. Kelvin may also provide support and technical assistance or reference guides to Customer Users online, via the System or at such other locations as Kelvin may elect, in its sole discretion.

4. Configuration of Data Services and Kelvin Data.

- 4.1. *Configuration of Data Services.* Kelvin may from time to time update the functionality, features, user interface, user documentation, training and educational information, and any other aspects of or relating to the Data Services in its sole discretion, provided that such changes do not materially adversely affect the functionality of the Data Services.
- 4.2. *Transmission of Data.* Kelvin does not make any guarantee as to the integrity or accuracy of the Kelvin Data as provided to Kelvin, and Kelvin does not make any guarantee or warranty as to the quality of transmission of data over telephone, digital subscriber lines or any other method of Internet delivery, including, without limitation, server downtimes or other network related problems except as described in Section 6, below.
- 4.3. *Redistribution of Kelvin Data.* As part of the Data Services, Kelvin may offer data and information for which Kelvin has obtained redistribution rights. If for any reason Kelvin does not possess these redistribution rights, it will immediately discontinue the distribution of the Kelvin Data, reports or information that was predicated on Kelvin's possession of such rights.

5. Customer Requirements.

- 5.1. *Customer Equipment.* Kelvin may establish, from time to time, minimum browser system requirements (the "System Requirements"), for the equipment from which the System should be accessed so that all licensed functionalities are operational. Customer may be required to purchase software, hardware or services (such as Internet access services) in order to utilize the Data Services or satisfy the System Requirements, as may

be amended by Kelvin from time to time. Customer shall be solely responsible for all such software, hardware and services.

- 5.2. *Customer Modifications and Equipment Failure.* Kelvin is not responsible for, nor will it have any liability resulting from, (i) modifications to or alterations of the System or databases by Customer or Customer Users or Customer employees or agents, unless such modification or alteration is approved in writing by Kelvin, or (ii) any failure of Customer equipment or software.
- 5.3. *No Social Security Numbers.* Customer agrees that it will not collect or store on the System any social security numbers.
6. **Limited Warranty.** Kelvin warrants that it will use commercially reasonable efforts to integrate Customer Data provided by Customer or its third party SIS vendor and provide the Data Services to Customer consistent with generally accepted industry standards, provided that: (i) Customer and all Customer Users have used equipment, settings and software that meet the System Requirements and have not otherwise used any equipment or software that adversely affects the Services; and (ii) Customer has paid all amounts due under the Agreement and is not in default of any provision of the Agreement. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS IN SECTION 12, ALL THIRD-PARTY ADD ONS AND ANY KELVIN DATA LICENSED FROM A THIRD PARTY IS PROVIDED “AS-IS,” AND KELVIN DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE SAME.
7. **Term.** The term of the Agreement begins on the Effective Date and will continue until the Order has expired or has been terminated.
8. **Fees, Payment & Taxes.**
- 8.1. *Fees and Payment.* Customer agrees to pay all fees due for the Services according to the prices and terms listed on the Order. All invoices issued under the Agreement are due within thirty (30) days following the date of invoice, unless a different period is expressly provided on the Order. In the event any amount due from Customer becomes thirty (30) days or more past due, Kelvin reserves the right to suspend or terminate Customer’s access to the Services on not less than twenty (20) days’ notice. Kelvin may submit an invoice for Services provided on an annual basis at any time on or after the beginning of the applicable Service Period. All fees are non-refundable, except as otherwise explicitly stated in the Order or elsewhere in the Agreement. If the fees for a feature or functionality of the Service are based on usage of the Service, then Kelvin may access and use Customer Data as reasonably necessary to determine the fees for the applicable feature or functionality.
- 8.2. *Taxes.* Where required by law, Kelvin will invoice Customer for any state or local sales tax, gross receipts tax or similar amounts that Kelvin is obligated to collect from Customer (“Taxes”). Customer is responsible for paying, and agrees to pay, all Taxes, excluding only taxes based on Kelvin’s net income. If Customer is exempt from any such Taxes, Customer will provide Kelvin with a valid tax exemption certificate authorized by the appropriate taxing authority to the extent such an exemption certificate is required or reasonably requested to establish such exemption.

9. Customer Data.

9.1. *License; Rights.* With respect to any Customer Data provided to Kelvin, Customer: (i) grants Kelvin the right to use, copy, modify, manipulate and create derivative works of the Customer Data as necessary in order for Kelvin to provide and perform the Services; (ii) agrees to secure rights in the Customer Data necessary for Kelvin to provide the Services without violating the rights of any third party, or otherwise obligating Kelvin to Customer or any third party (except as otherwise set out in the Agreement). Except as otherwise required by applicable law, Kelvin does not and will not accept any obligations in any separate license or other agreement that may apply to the Customer Data or use of the Services. Kelvin may transmit or disclose Customer Data to third parties in accordance with Customer's or its Customer User's directions (whether via the Services or otherwise).

9.2. *Treatment of Customer Data upon Termination.*

- a. In the event of expiration or termination of any Data Services, Kelvin: (i) will assist Customer in retrieving Customer Data from such Data Services, (ii) will remove, within a reasonable period of time, all Customer Data from such Data Services, except as otherwise set forth in Section 9.2(b), below; and (iii) may retain copies of the Customer Data in its offline data archives for backup, archive or legal recordkeeping purposes, and may subsequently destroy or erase such retained archive data, all in accordance with its data retention policies (provided, however, that the obligations of Section 9.3 shall survive for so long as Kelvin maintains any Customer Data). In the event that Customer requests that Kelvin destroy or securely erase any offline back-up copies of Customer Data maintained by Kelvin prior to the expiration of the retention period specified by Kelvin's policies, then Kelvin shall destroy or securely erase such offline back-up copies within a reasonable period of time of Customer's request therefor, subject to Customer's execution and delivery of a written release of any claim relating to the accuracy, timeliness or correctness of processing of the Customer Data or any other claim with respect to which the Customer Data would reasonably be expected to be relevant, in a form reasonably satisfactory to Kelvin.
- b. In the event that Customer requests, in writing within thirty (30) days after the termination or expiration of Data Services, that Kelvin provide Customer with continued limited access to its online account for the sole purpose of permitting Customer to continue to access and retrieve its Customer Data therefrom (as the same existed in such account at the time of termination or expiration), then Kelvin will provide such continued access for a period of up to ninety (90) days (the "Limited Data Access Period") only if: (i) Customer has paid all amounts due to Kelvin through the effective date of termination; and (ii) Customer pays Kelvin a continuing data access charge according to Kelvin's then-current fee schedule. Following the expiration or termination of the Limited Data Access Period, Kelvin will follow the procedures set forth in the first sentence of this Section 9.2 with respect to removal of Customer Data from the online Services and subsequent retention and destruction of offline archived data.
- c. Customer agrees that, other than as described in this Section 9.2 and notwithstanding any other term in the Agreement, Kelvin has no obligation to continue to hold or return any Customer Data. Customer also agrees that Kelvin has no liability for deletion of any Customer Data as described herein.

9.3. *Privacy and Security.* Kelvin acknowledges that Customer Data may include student-related information from Customer that contains personally identifiable information

about a student, and that such information is protected under the Family Educational Rights and Privacy Act (“FERPA”), and if applicable under corresponding state laws in Customer’s state. Kelvin’s access to any personally identifiable information in the Customer Data is authorized solely in connection with Kelvin’s provision of the Services pursuant to the Agreement and is governed by the Privacy Policy.

- 9.4. *Certain Reimbursements.* In the event (i) Kelvin is required to respond to any search warrant, court order, subpoena other valid legal order relating to Customer or the Customer Data, or (ii) Customer requests material assistance from Kelvin in connection with Customer’s efforts to conduct any investigation, to cooperate with or respond to any investigation being conducted by a third party, or to pursue or respond to any matter or respond to any legal or administrative proceeding or similar matter, Customer will reimburse Kelvin for any cost that it incurs in so responding or assisting. Further, if Customer requests that Kelvin provide Customer with a copy (in a mutually agreeable format) of any Customer Data in Kelvin’s possession in connection with the Data Services that is not then-available to Customer via such Services, whether during the term of the Agreement or after its termination or expiration, Kelvin will comply with such requests, subject to Customer’s payment of a data retrieval fee (as applicable) determined according to Kelvin’s then-current fee schedule.
- 9.5. *System Metrics.* Kelvin may automatically collect usage and volume statistical information regarding Customer’s and its Customer User’s usage of the Services (collectively, the “System Metrics”). Kelvin uses the System Metrics internally to diagnose technical problems, administer the Services, and improve its offerings and marketing. The System Metrics do not include any personal information or data related to the user of the Services. Notwithstanding any term to the contrary set forth herein, Customer agrees and consents to Kelvin’s collection and use of the System Metrics as set forth herein, and Customer further agree that the System Metrics are Kelvin’s sole and exclusive property.
10. **Customer Responsibilities.** In addition to any Customer obligations set out elsewhere in the Agreement, Customer will provide Kelvin, in a timely manner, with all data and information reasonably necessary for Kelvin to perform the Services (including Customer Data). If necessary to enable Kelvin to provide or perform the Services under the Agreement, Customer will provide and coordinate, in a timely manner, Kelvin’s onsite access to any Customer facilities or Customer network or system (the “Customer System”). Customer will inform Kelvin in writing and in advance of Services, of any security and access standards or requirements with respect to the Customer System.
11. **Termination.**
- 11.1. *By Kelvin.* In addition to any other termination rights described in the Agreement, Kelvin may terminate the Agreement immediately (or, in its sole discretion, suspend the provision of the Services) upon notice to Customer if Customer (i) breaches the Agreement and fails to cure such breach within thirty (30) days of written notice describing such breach, except in the case of failure to pay fees or other amounts due under the Agreement, which such breach must be cured within twenty (20) days after Kelvin’s notice of such delinquency; or (ii) breaches, or a Customer User, breaches any license, restriction on use or confidentiality terms of the Agreement.
- 11.2. *By Customer.* Customer may terminate the Agreement immediately upon written notice to Kelvin if Kelvin: (i) breaches the Agreement and fails to cure such breach within thirty (30) days of written notice describing such breach; or (ii) becomes the subject of any involuntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors and such proceeding

is not dismissed within sixty (60) days of its filing. In addition, Customer may terminate the Agreement prior to the expiration thereof, effective upon the end of the Customer's then current fiscal year, by giving Kelvin written notice at least thirty (30) days prior to the end of such Customer fiscal year.

- 11.3. *Termination of Service Agreement.* Kelvin's ability to provide the Services may be subject to various licenses or other agreements (each a "Service Agreement") between Kelvin and its third party suppliers. In the event of the expiration or termination of any applicable Service Agreement, Kelvin will use commercially reasonable efforts to obtain alternative suppliers in order to avoid suspension or disruption of the Services. If Kelvin is unable, for any reason, to obtain such an alternative or replacement Service Agreement, or if Kelvin reasonably determines that the provision of any Services would be a violation of any applicable law or regulation or any Kelvin license in any jurisdiction or is no longer permitted under any of the same, Kelvin may terminate all affected Services upon written notice to Customer without any liability to Customer. Kelvin will give Customer at least sixty (60) days prior written notice (or, if it is not possible to give 60 days' notice, as much notice as possible under the circumstances) of the termination or expiration of a Service Agreement governing Kelvin's ability to deliver the Services, or any other condition arising under such Service Agreement that is likely to adversely affect Customer's use of the Services. If Kelvin terminates any Services pursuant to this Section 11.3, and Customer has prepaid for such Services under the Agreement, then Kelvin will, after applying such prepayment to all fees and charges due under the Agreement, return the unused portion of such prepayment to Customer within forty-five (45) days after the date of termination.
- 11.4. *Procedure upon Termination.* Upon the effective date of termination of the Agreement, and in addition to any other post-termination obligations in the Agreement, Kelvin will cease providing the terminated Services to Customer and its Customer Users, Customer and its Customer Users will cease using the Services, and all Customer's payment obligations through the effective date of termination will immediately become due. In addition to the foregoing, promptly upon termination of the Agreement, each party will return all Confidential Information of the other party in its possession and will not make or retain any copies of such Confidential Information, except as otherwise expressly set forth in the Agreement or as required (and only to the extent necessary) to comply with any applicable legal, archival or accounting record keeping requirement; provided, however, that all such retained Confidential Information will remain subject to the provisions of Section 16 of these Standard Terms.
- 11.5. *Survival.* Except as otherwise set forth in a notice of termination, termination of any Service will not serve to terminate any other Service or the parties' respective obligations under the Agreement with respect to non-terminated Services. The Agreement will terminate automatically upon the termination or expiration of all Orders. The terms and conditions set forth in the General Terms of the Order, the definitions in the Agreement and the respective rights and obligations of the parties under Sections 2.2 (Customer Users), 3.3 (Restrictions on Use), 6 (Limited Warranty), 9.2 (Treatment of Customer Data upon Termination), 11 (Termination), 12 (Warranties; Disclaimer), 13 (Indemnification), 14 (Limitations of Liability), 15 (Confidential Information; Intellectual Proprietary Rights) and 16 (General Provisions), and any obligations of Customer to pay Annual Fees or any other fees or taxes that were earned or payable relating to the period prior to termination or expiration, as well as any other terms or conditions that by their nature would reasonably be expected to survive termination or expiration, will survive any termination or expiration of the Agreement.
12. **Warranties; Disclaimer.** Specific warranties applicable to each Service, to the extent given, will apply only during the applicable Service Term. EXCEPT FOR THE EXPRESS WARRANTIES

SET FORTH IN THE AGREEMENT, THE SERVICES ARE PROVIDED EXCLUSIVELY ON AN "AS IS" BASIS, AND KELVIN DISCLAIMS ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. KELVIN DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KELVIN AND CUSTOMER ACKNOWLEDGE THAT THE SERVICES ARE NOT AND CANNOT BE MADE TO BE 100% ACCURATE, AND THAT ANY ERRORS OR FAILURE TO PERFORM SHALL NOT BE DEEMED A BREACH OF ANY APPLICABLE SPECIFIC WARRANTY UNLESS THEY ARE SIGNIFICANT AND NOT TO BE EXPECTED IN LIGHT OF THE LIMITATIONS OF SERVICES OF THIS TYPE. KELVIN DOES NOT WARRANT OR GUARANTEE ANY SPECIFIC RESULTS FROM CUSTOMER'S OR ITS CUSTOMER USERS' USE OF THE SERVICES. AS BETWEEN THE PARTIES, CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ENSURING THE ACCURACY OF ALL CUSTOMER DATA PROVIDED BY CUSTOMER IN CONNECTION WITH THE SERVICES.

13. **Indemnification.** Kelvin agrees to defend, indemnify and hold harmless Customer and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that Customer's use of the Services infringes or misappropriates the proprietary or intellectual property rights of any third party, except to the extent that such infringement results from Customer's or Customer Users' misuse of or modifications to the Services; (ii) to the extent resulting from the gross negligence or intentional misconduct of Kelvin or its employees or agents; or (iii) to the extent resulting from any material breach of any of the representations, warranties or covenants of Kelvin contained in the Agreement. Kelvin's obligation to defend, indemnify and hold harmless is subject to the conditions that it is given prompt notice of any such claims and is given primary control of and all reasonably requested assistance for the defense of such claims (with counsel reasonably satisfactory to the party being indemnified) ("Indemnified Party"), provided that any delay in notification shall not relieve Kelvin of its obligations hereunder except to the extent that Kelvin is materially prejudiced thereby. Without limiting the foregoing, the Indemnified Party may participate in the defense at its own expense and with its own counsel; provided that if the Indemnified Party reasonably concludes that Kelvin has conflicting interests or different defenses available with respect to such claim, the reasonable fees and expenses of one counsel to the Indemnified Party shall be borne by Kelvin. Kelvin shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the Indemnified Party or which would otherwise adversely affect the Indemnified Party without the Indemnified Party's prior written consent (which shall not be unreasonably withheld). Kelvin shall keep the Indemnified Party advised of the status of the claims and the defense thereof and shall consider in good faith the recommendations made by the Indemnified Party with respect thereto.
14. **Insurance.** Kelvin agrees to carry a comprehensive general and, if Kelvin has any company-owned or company-leased vehicles, automobile liability (including cyber) insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Kelvin and Customer against liability or claims of liability which may arise out of the Agreement. Kelvin agrees to maintain workers' compensation insurance as required under applicable law.
15. **Limitations of Liability.**
 - 15.1. *Exclusion of Damages.* TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT OR ITS SUBJECT MATTER TO ANYONE FOR LOST PROFITS

OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, ARISING UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE.

15.2. *Limitations on Liability.* IN NO EVENT WILL THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ITS SUBJECT MATTER OR ANY LICENSE, USE OR OTHER EMPLOYMENT OF ANY SERVICE, ARISING UNDER ANY THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO TWELVE (12) MONTHS OF FEES APPLICABLE TO THE AFFECTED SERVICE(S) AT THE TIME OF THE EVENT OR \$1,000, WHICHEVER IS GREATER. NOTWITHSTANDING THE PREVIOUS SENTENCE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY TO THE EXTENT SUCH LIABILITY WOULD NOT HAVE OCCURRED BUT FOR THE OTHER PARTY'S OWN FAILURE TO COMPLY WITH THE TERMS OF THE AGREEMENT. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. The limitations set forth in this Section 15.2 will not apply to any fees or reimbursable expenses due to Kelvin under the Agreement.

15.3. *Force Majeure.* Neither party will be liable for any loss or delay (including failure to maintain any given service level) resulting from any event beyond the affected party's reasonable control, including, fire, natural disaster, labor stoppage, internet service provider failures or delays, terrorism, civil unrest, war or military hostilities, criminal acts of third parties, national or regional emergency, passage of law or any action taken by a governmental or public authority or national or regional shortage of adequate power or telecommunications, and any payment date or delivery of service date will be extended to the extent of any delay resulting from any force majeure event.

15.4. *Acknowledgement; Exceptions.* Both parties acknowledge that the fees payable under the Agreement reflect the allocation of risk set forth in the Agreement and that the parties would not enter into the Agreement without the limitations in this Section 15.

16. **Confidential Information; Intellectual Property Rights.**

16.1. *Nondisclosure.* Each party acknowledges that it will have access to certain non-public and confidential information (collectively, "Confidential Information"). Kelvin's Confidential Information expressly includes information Kelvin creates or otherwise owns or licenses from a third party and related to the Services, including, without limitation, Kelvin Technology, together with any processing, storage and transmission information that may be necessary for Kelvin to perform its obligations under the Agreement, but excluding Customer Data. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or to the extent required to achieve the purposes of, the Agreement, nor disclose to any third party (except as required by law or to such party's subcontractors, employees, attorneys, accountants and other advisors as reasonably necessary and, in the case of Customer, to Customer Users and as directed by Customer or Customer Users), any Confidential Information of the other party. Each party will protect the confidentiality of the Confidential Information of the other party by employing the same measures (but in

no event less than reasonable measures) as it takes to protect its own Confidential Information.

- 16.2. *Legal Disclosure.* The receiving party may disclose Confidential Information pursuant to the requirements of a validly issued subpoena, governmental agency or by operation of law, provided that it gives the disclosing party, when practical and permitted, reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure. If Customer is a governmental entity, the terms of this Section 16 are subject to the requirements of applicable trade secret, public records and similar laws. Kelvin regards the Kelvin Technology as its trade secret and requires that Customer treat it as such with respect to any public records requests with respect to the Kelvin Technology, in accordance with applicable law.
- 16.3. *Proprietary Rights.* Exclusive of Customer Data, Kelvin and its licensors will retain all right, title, and interest (including copyright and other intellectual property rights or informational rights) in and to the Services and all legally protectable elements or derivative works of the foregoing, including, without limitation, the Kelvin Technology. Kelvin may place copyright and/or other proprietary notices, including hypertext links, within the Services, and neither Customer nor any of its Customer Users will remove such notices without Kelvin's written permission. Notwithstanding anything to the contrary in the Agreement, Kelvin will not be prohibited or enjoined at any time by Customer from utilizing any skills, knowledge or information of a general nature acquired during the course of providing the Services, including, without limitation, knowledge or information publicly known or available or that could reasonably be acquired in similar work performed for another customer of Kelvin.
- 16.4. *Remedies.* In the event of a violation or threat of violation by a party, directly or indirectly, of the terms of this Section 16 the party who would be harmed by such violation, will have the right, in addition to all other remedies available to it at law, in equity or under the Agreement, to affirmative or negative injunctive relief from a court of competent jurisdiction. Each party acknowledges that a violation of this section would cause irreparable harm and that all other remedies are inadequate.

17. **General.**

- 17.1. *Independent Contractors.* The parties and their respective employees are and will be independent contractors and neither party by virtue of the Agreement will have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.
- 17.2. *Notices.* Customer's address for communication and notice purposes relating to the Agreement is set forth on the Order (or such replacement address as Customer may designate in accordance with this section from time to time). Customer agrees to accept emails from Kelvin at the e-mail address specified. Kelvin may provide any and all notices, statements and other communications to Customer through either e-mail or by mail or express delivery service, and all notices directed to Customer as described in this section will be deemed delivered upon transmission or within one (1) business day after deposit with the U.S. Postal Service or express delivery service, as applicable. General information regarding the Service (such as scheduled maintenance information) may also be provided by posting on the Service only. Kelvin recommends that the main contact and billing contact email addresses be group addresses (such as billing@customer.com) so that notices are reviewed promptly and not delayed due to the absence of one individual. In addition, Kelvin may rely and act on all information, authorizations and instructions provided to Kelvin from the above-specified e-mail address and Customer administrators. Any notices to Kelvin must be in writing and addressed to Kelvin at the

address set forth on the Order (or such replacement address as Kelvin may designate in accordance with this section from time to time).

- 17.3. *Governing Law.* The Agreement will be interpreted in accordance with the laws of the State in which the Customer is primarily located and any controlling U.S. federal law (but excluding the Uniform Computer Information Transactions Act (UCITA), whether or not adopted in a given state). Each party will bear its own costs in connection with any legal proceeding arising under the Agreement.
- 17.4. *Waiver; Amendment.* No waiver of any provision of the Agreement or of any right or remedy under the Agreement will be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. Neither any delay in exercising, nor any course of dealing with respect to, nor any partial exercise of any right or remedy under the Agreement will constitute a waiver of any other right or remedy, or of any future exercise of that right or remedy. The Agreement may not be modified, altered or amended except by a written instrument duly executed by both parties. The Agreement may not be modified or amended, except as expressly set forth in the Agreement, or in writing and signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.
- 17.5. *Severability; Interpretation.* If any provision is held by a court to be contrary to law, such provision will be eliminated or modified to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect. The headings in the Agreement are provided for convenience only and will not affect its construction or interpretation. As used in the Agreement, the term "Including" means "including, without limitation."
- 17.6. *Beneficiaries; Successors and Assigns.* Except for the indemnification rights of directors, officers, employees and agents specifically set forth in Section 13 hereof, there are no third party beneficiaries to the Agreement. The Agreement will inure to benefit and bind Customer and Kelvin and their successors and assigns. Neither party may assign the Agreement without the prior written consent of the other party, except that Kelvin may assign the Agreement in connection with a sale of all or substantially all of its outstanding equity or assets without the consent of Customer. Kelvin reserves the right to name Customer as a user of the Service.
- 17.7. *Improper Payments.* Kelvin represents and warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent or representative of Customer any cash or noncash gratuity or payment with a view toward securing any business from Customer or influencing such person with respect to the conditions, or performance of any contracts with or orders from Customer, including without limitation the Agreement.
- 17.8. *Limitation on Actions.* No action arising out of the Agreement, regardless of the form, may be brought by either party more than two (2) years after the cause of action has arisen, or the date of last payment made by Customer, whichever is later.
- 17.9. *Governmental Users.* This Section 17.9 applies to all use of the Kelvin Technology by or for the U.S. government or by any prime contractor or subcontractor under any contract, grant or other activity with the U.S. government. The Kelvin Technology provided to Customer under the Agreement are "commercial items" as that term is defined at 48 CFR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 CFR 12.212 and other applicable acquisition regulations and are provided to Customer only as a commercial item. Consistent with 48 CFR 12.212, 48 CFR 227.7102, and 48 CFR 227.7202, all U.S. Government Customer Users, if any, acquire the Kelvin Technology with only those

rights and subject to the restrictions set forth in the Agreement. Notwithstanding the foregoing, the Kelvin Technology may not be acquired by the U.S. Government pursuant to a contract incorporating clauses prescribed by 48 CFR 27.4, 48 CFR 227.71 or 48 CFR 227.72. Contractor/manufacturer is Kelvin Education, Inc., 15642 Sand Canyon Ave. #51392, Irvine, CA 92619.

CALIFORNIA STUDENT DATA PRIVACY AGREEMENT

Laguna Beach Unified School District

and

KELVIN EDUCATION, INC.

05/14/2019

This California Student Data Privacy Agreement (“DPA”) is entered into by and between the **Laguna Beach Unified School District** (hereinafter referred to as “LEA”) and Kelvin Education, Inc. (hereinafter referred to as “Provider”) on **5/14/2019**. The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide LEA with certain digital educational services (“Services”) pursuant to a contract dated ***[Insert Date]*** (“Service Agreement”); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive and the LEA may provide documents or data that are covered by several federal and state statutes, among them, the Federal Educational and Privacy Rights Act (“FERPA”) at 12 U.S.C. 1232g, the Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6502; and the Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; and

WHEREAS, the documents and data received by Provider are also subject to several California student privacy laws, including AB 1584, found at California Education Code Section 49073.1 (sometimes referred to as “AB 1584”) and the Student Online Personal Information Protection Act (sometimes referred to as either “SB 1177” or “SOPIPA”) found at California Business and Professions Code section 22584; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from the LEA pursuant to the Service Agreement, including compliance with all applicable privacy statutes, including the FERPA, PPRA, COPPA, SB 1177 (SOPIPA), and AB 1584. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA. Control duties are set forth below.
2. **Nature of Services Provided.** The Provider has agreed to provide the Services described in the Service Agreement.
3. **Student Data to Be Provided.** In order to perform the Services described in the Service Agreement, LEA shall provide the categories of data indicated in the Schedule of Data, attached hereto as **Exhibit B**.

Use of application programming interface for administration of student surveys.

ARTICLE II:

1. **DPA Definitions.** The definition of certain terms used in this DPA is found in Exhibit B. In the event of a conflict, definitions used in this DPA shall prevail over terms used in the Service Agreement.

ARTICLE III: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data or any other Pupil Records transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Parties agree that as between them, all rights, including all intellectual property rights in and to such Student Data or any other Pupil Records contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data notwithstanding the above. Pupils may retain possession and control of their own Pupil-Generated Content, and may transfer their own Pupil-Generated Content to a personal account, by submitting a written request directly to Client. Provider may transfer Pupil-Generated Content to such a separate personal account, according to the procedures set forth below.
2. **Parent Access.** Provider shall assist the LEA in establishing reasonable procedures by which a parent, legal guardian, or eligible student may review Personally Identifiable Information on the Pupil's Records, correct erroneous information, and procedures for the transfer of Pupil-Generated Content to a personal account, consistent with the functionality of the Services. Provider shall respond in a reasonably timely manner to the LEA's request for Personally Identifiable Information in Pupil Records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** Provider shall, at the request of the LEA, assist the LEA in the transfer of Pupil-Generated Content to a separate student account.
4. **Third Party Request.** Should a third party, including law enforcement and government entities, contact Provider with a request for Pupil Records held by the Provider pursuant to the Services, the Provider shall redirect the third party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a third party unless legally prohibited.
5. **No Unauthorized Use.** Provider shall not use Student Data or other information in a Pupil Record for any purpose other than as required or specifically permitted by the Service Agreement.

6. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to be bound by the terms of this DPA.

ARTICLE IV: DUTIES OF LEA

1. **Provide Data In Compliance With FERPA.** LEA shall provide data for the purposes of the Service Agreement and comply with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232 g, AB 1584 and all other statutes and regulations pertaining to data privacy and security, including but not limited to FERPA, COPPA, PPRA, AB 1584 and SOPIPA.
2. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the Services and Student Data to ensure that access of LEA users is limited to that portion of the Services and Student Data as is reasonably necessary in order to fulfill the purposes of the Service Agreement.
3. **Unauthorized Disclosure Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized disclosure of Pupil Records. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized disclosure of Pupil Records.
4. **District Representative.** At the request of Provider, LEA shall designate an employee or agent of the LEA as the LEA representative for the coordination and fulfillment of the duties of this DPA.

ARTICLE V: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all California and Federal laws and regulations pertaining to data privacy and security, including but not limited to FERPA, COPPA, PPRA, AB 1584, and SOPIPA.
2. **Authorized Use.** Pupil Records shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than those required or specifically permitted by the Service Agreement and/or otherwise authorized under the statutes referred to above.
3. **Employee Obligation.** Provider shall require all of its employees and agents who have access to Student Data to comply with all applicable provisions of FERPA with respect to the Pupil Records under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Pupil Records shared by the LEA pursuant to the Service Agreement.
4. **No Disclosure.** LEA shall not disclose any Pupil Records obtained under the Service Agreement in a manner that could identify an individual student to any other entity in published results of studies as authorized by the Service Agreement. However,

De-Identified Information may be used by the Provider for the purposes of development and improvement of educational sites, services, or applications.

5. **Disposition of Data.** Provider shall dispose of all Pupil Records obtained under the Service Agreement upon completion of the terms of the Service Agreement or upon the written request of the LEA, and shall assist in the transfer of said data to LEA or LEA's designee within 60 days of the date of termination of the Service Agreement and according to a schedule and procedure as the Parties may reasonably agree. Nothing in the Service Agreement authorizes Provider to maintain Personally Identifiable Information beyond the time period reasonably needed to complete such disposition. Disposition shall include (1) the shredding of any hard copies of any Pupil Records; (2) erasing; or (3) otherwise modifying the Personally Identifiable Information in those records to make it unreadable or indecipherable. Upon request from the LEA, Provider shall provide written notification to LEA when the Personally Identifiable Information has been disposed. The duty to dispose of Personally Identifiable Information shall not extend to De-Identified Information or data placed in a separate student account, pursuant to the other terms of this DPA. Nothing in the Service Agreement authorizes Provider to maintain Personally Identifiable Information beyond the time period reasonably needed to complete the disposition.
6. **Certification of Non-Retention.** Provider certifies that, in accordance with this DPA, Pupil Records will not be retained or available to Provider upon completion of the terms of the Service Agreement. This certification may be enforced through any lawful means, including but not limited to civil action.
7. **Advertising Prohibition.** Provider is prohibited from using Pupil Records to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; or (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Services to Client.

ARTICLE VI: DATA PROVISIONS

1. **Data Security.** The Provider agrees to abide by and maintain commercially reasonable data security measures to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. These measures shall include, but are not limited to:
 - a. **Passwords and Employee Access.** Provider shall use commercially reasonable efforts to secure usernames, passwords, and any other means of gaining access to the Services or to Student Data in compliance with Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees, agents or contractors who need access to fulfill Provider's obligations under the Service Agreement. As stated elsewhere in this DPA, employees with access to Student

Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Data shall pass criminal background checks.

- b. **Security Protocols.** Both Parties agree to maintain commercially reasonable security protocols in the transfer or transmission of Student Data, including ensuring that such data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all Student Data obtained from the LEA or generated pursuant to the Service Agreement in a secure computer environment and not copy, reproduce, or transmit such data obtained pursuant to the Service Agreement, except as necessary to perform the Services or fulfill the purpose of data requests by LEA.
 - c. **Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the Provider's system used to provide the Services. Further, upon written request, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
 - d. **Security Technology.** The Services shall use Secure Socket Layer ("SSL"), or equivalent technology, to protect Student Data from unauthorized access. The Services security measures shall include using both server authentication and data encryption. Provider shall host Student Data pursuant to the Service Agreement in an environment using a firewall that is periodically updated according to industry standards.
 - e. **Security Coordinator.** Upon written request, Provider shall provide the name and contact information of Provider's employee responsible for security for the Student Data received pursuant to the Service Agreement
2. **Unauthorized Disclosure.** In the event of unauthorized disclosure of Pupil Records held by Provider, Provider shall provide notification to the LEA within a reasonable amount of time of the incident and, if required, the LEA will notify affected parents, legal guardians or eligible students, as applicable, in writing of such unauthorized disclosure. Provider's notification to the LEA shall include, to the extent reasonably available, the information required to be disclosed by the LEA in any security breach notification required to be made by the LEA pursuant to Section 1798.29 of the California Civil Code ("CC1798.29"), including but not limited to:
- i. A list of the types of PII that were or are reasonably believed to have been the subject of the unauthorized disclosure;
 - ii. If the information is reasonably available at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the unauthorized disclosure, or (3) the date range within which the

unauthorized disclosure occurred. The notification shall also include the date of the notice; and

- iii. A general description of the unauthorized disclosure, if that information is reasonably available at the time the notice is provided.

In addition, if the LEA is required by CC1798.29 to issue a security breach notification to more than 500 California residents as a result of a single breach of the security system and electronically submit a sample copy of that security breach notification, excluding any personally identifiable information, to the California Attorney General, the Provider shall assist the LEA in those efforts.

ARTICLE VII: MISCELLANEOUS

1. **Term**. The Parties shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data shared under the Service Agreement.
2. **Priority of Agreements**. This DPA shall govern the treatment of Student Data and other Pupil Records in order to comply with applicable federal and state privacy protection laws, including those found in FERPA and AB 1584. In the event there is conflict between the terms of this DPA and the Service Agreement, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this section, all other provisions of the Service Agreement shall remain in effect.
3. **Notice**. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the addresses set forth below.

[Insert LEA Name]
Attn: *[Insert LEA Contact]*
[Insert LEA Address]

Kelvin Education, Inc.
Attn: *[Insert Contact]*
[Insert Address]

4. **Entire Agreement**. This DPA, together with the Service Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN ORANGE COUNTY, CALIFORNIA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Laguna Beach Unified School District

By:

Printed Name:

Date:

Title/Position:

KELVIN EDUCATION, INC.

By:

A handwritten signature in black ink, appearing to read 'BM', followed by a period.

Printed Name: Baxter Mante

Date: 05/14/2019

Title/Position: Vice President

Note: Electronic signature not permitted.

EXHIBIT A

DESCRIPTION OF SERVICES

Kelvin provides schools with a surveying platform to deliver recurring surveys (aka "Pulses") to students, parents, and staff, making it possible to query these groups throughout the year. We also include a bank of questions and resources aligned to various constructs of social-emotional learning and school climate, making it possible to measure these constructs and take action on survey data. More info about Kelvin's features can be found at <https://kelvin.education/features/>.

EXHIBIT B

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system	Parent/Guardian Name	First and/or Last	
					x
			Schedule	Student scheduled courses	x
				Teacher names	x
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	x		English language learner information	x
	Other application technology meta data-Please specify:			Low income status	x
Application Use Statistics	Meta data on user interaction with application	x		Medical alerts	
			Special Indicator	Student disability information	x
Assessment	Standardized test scores			Specialized education services (IEP or 504)	x
	Observation data			Living situations (homeless/foster care)	x
	Other assessment data-Please specify:			Other indicator information-Please specify:	
Attendance	Student school (daily) attendance data		Category of Data	Elements	Check if used by your system
	Student class attendance data				
Communications	Online communications that are captured (emails, blog entries)		Student Contact Information	Address	
				Email	x
Conduct	Conduct or behavioral data			Phone	x
Demographics	Date of Birth	x	Student Identifiers	Local (School district) ID number	x
	Place of Birth			State ID number	x
	Gender	x		Vendor/App assigned student ID number	x
	Ethnicity or race	x		Student app username	
	Language information (native, preferred or primary language spoken by student)	x		Student app passwords	
	Other demographic information-Please specify:		Student Name	First and/or Last	x
Enrollment	Student school enrollment	x			
	Student grade level	x	Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
	Homeroom				
	Guidance counselor		Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
	Specific curriculum programs				
	Year of graduation		Student Survey Responses	Student responses to surveys or questionnaires	x
	Other enrollment information-Please specify:				
Parent/Guardian Contact Information	Address		Student work	Student generated content; writing, pictures etc.	
	Email	x		Other student work data -Please specify:	
	Phone	x			
Parent/Guardian ID	Parent ID number (created to link parents to students)	x			

Transcript	Student course grades	
	Student course data	
	Student course grades/performance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

EXHIBIT B

DEFINITIONS

De-Identified Information (DII): De-Identified Information means data from which the Provider has removed or obscured any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

NIST 800-63-3: NIST 800-63-3 means draft National Institute of Standards and Technology (“NIST”) Special Publication 800-63-3 Digital Authentication Guideline.

Operator: For the purposes of SB 177, SOPIPA, the term “operator” means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the Service Agreement, the term “Operator” is replaced by the term “Provider.” This term shall encompass the term “Third Party,” as it is found in AB 1584.

Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians. PII includes, without limitation, at least the following:

First and Last Name	Home Address
Telephone Number	Email Address
Discipline Records	Test Results
Special Education Data	Juvenile Dependency Records
Grades	Evaluations
Criminal Records	Medical Records
Health Records	Social Security Number
Biometric Information	Disabilities
Socioeconomic Information	Food Purchases
Political Affiliations	Religious Information
Text Messages	Documents
Student Identifiers	Search Activity
Photos	Voice Recordings
Videos	

General Categories:

Indirect Identifiers: Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty.

Information in the Student’s Educational Record

Information in the Student's Email

Pupil-Generated Content: The term “Pupil-Generated Content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos and account information that enables ongoing ownership of pupil content.

Pupil Records: The term “Pupil Records” means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee.

School Official: For the purposes of this DPA and pursuant to CFR 99.31 (B), a School Official is a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) is subject to CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, test results, special education data, juvenile dependency records, videos, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifiers, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this DPA. Student Data as specified in Exhibit A is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data does not include that information that has been anonymized or de-identified.

Subprocessor: For the purposes of this DPA, the term “Subprocessor” (sometimes referred to as the “Subcontractor”) means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII. This term shall also include service providers covered by SOPIPA.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term “Third Party” as appears in California Education Code § 49073.1 (AB 1584, Buchanan) means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.

However, for the purpose of this DPA, the term “Third Party” when used to indicate the provider of digital educational software or services is replaced by the term “Provider.”

Laguna Beach Unified School District

18. ACTION

May 14, 2019

Approval: Contract with Apex Learning to Provide Apex Learning Digital Curriculum and Services for the Purpose of Online Credit Recovery Courses, Effective June 1, 2019, through June 30, 2020, in an Amount Not-to-Exceed \$7,000

Proposal

Staff proposes the Board of Education approve the purchase of the Apex Learning program for online intervention and credit recovery for the 2018-19 summer school program and the 2019-20 school year. The proposed cost includes student licenses to comprehensive online courses and professional development. The student licenses structure allows for up to fifty (50) students to enroll in online courses at any one time.

Background

Apex Learning provides online courses for students who need to make up high school credits outside of, and/or in addition to, their regular school day. The program offers a comprehensive digital curriculum to meet high school graduation requirements in math, science, English, social studies, world languages, and selected electives. The curriculum is designed to support academic success for all students, from those not prepared for grade-level academic challenges to those capable of accelerating their learning. Apex Learning also offers an extensive amount of University of California Office of the President (UCOP)-approved, standards-based courses in the “a-g” instructional areas.

The contract for the current online course recovery provider, Pearson Connexus, ends after the 2018-19 school year. In collaboration with high school staff, Instructional Services facilitated a review of online curriculum providers. This group included district administrators, school administrators, counselors, and teachers. Five online curriculum programs were evaluated in January and February of 2019. The programs were evaluated based on course offerings, flexible learning options, UC and NCAA approval, user-friendly curriculum delivery, Aeries integration, program support, and pricing. Apex Learning had the highest marks cumulatively across these areas. Feedback was collected from school districts currently using each program. Apex Learning is the most widely used online credit recovery program within Orange County school districts.

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

Budget Impact

The cost for Apex Learning professional development and fifty (50) student licenses from June 1, 2019, to June 30, 2020, is \$6,158.50, not including applicable taxes.

Recommended Action

Staff recommends the Board of Education approve the purchase of the Apex Learning program for online credit recovery effective June 1, 2019, through June 30, 2020, in an amount not-to-exceed \$7,000.

Apex Learning Price Quote

Laguna Beach Unified School District
550 BLUMONT ST
LAGUNA BEACH, CA 92651-2356



1215 4th Ave, Suite 1500
Seattle, WA 98161

Attention: Chad Mabery

Laguna Beach Unified School District has requested a price quote from Apex Learning® for a digital learning solution. Apex Learning proposes the following digital curriculum and services to meet your goals and objectives.

2019 Digital Curriculum	Unit	Unit Price	Volume Discount	Discounted Unit Price	Quantity	Extended Price
Comprehensive Courses <i>*Access Period: 6/1/2019 – 7/30/2019</i>	2-month Single Enrollment Subscription	\$125.00		\$14.17	50	\$708.50
2019 Digital Curriculum Sub-Total						\$708.50

2020 Digital Curriculum	Unit	Unit Price	Volume Discount	Discounted Unit Price	Quantity	Extended Price
Comprehensive Courses <i>*Access Period: 7/31/2019 – 7/30/2020</i>	12-month Single Enrollment Subscription	\$125.00	32%	\$85.00	50	\$4,250.00
2020 Digital Curriculum Sub-Total						\$4,250.00

Professional Services	Unit Price	Quantity	Extended Price
Comprehensive Courses Professional Development - Online (2) 3-hour online Functionality Training and Best Practices	\$600.00 per 3-hour online session	2	\$1,200.00
Professional Services Sub-Total			\$1,200.00

Total Price	\$6,158.50
--------------------	-------------------

Prices above do not include any applicable sales or other taxes. The above prices are valid for 60 days from 3/20/2019 unless stated otherwise.

If you choose to complete this purchase, Apex Learning requires a signed copy of this price quote and a purchase order for the total price, credit card payment, or an executed Apex Learning contract. Please fax or e-mail the signed quote and a valid purchase order to the attention of **Jon Castillo at (206) 381-5601 or salesdocs@apexlearning.com**.

Payment of all invoices is due within 30 days of the invoice date. Payments via credit card are subject to a processing fee, equal to 3% of the amount charged to such card.

Please see Attachment A for information regarding the purchase of Apex Learning digital curriculum and services.

Thank you for your consideration of an Apex Learning digital learning solution.

Signature

Date

Printed Name

Title

Attachment A
Purchasing Apex Learning Digital Curriculum and Services

1. Comprehensive Courses

Single Enrollment Subscriptions: A Single Enrollment Subscription provides access for a period of 12 months for one student enrolled in one Comprehensive Course. If a student completes or withdraws from the course in which he or she is enrolled, the Single Enrollment Subscription may be utilized to enroll that student or another student in any Comprehensive Course. Apex Learning counts the number of course enrollments when Single Enrollment Subscriptions are purchased. The number of course enrollments at one time may not exceed the number of Single Enrollment Subscriptions purchased.

Additional Subscriptions: Additional subscriptions may be purchased for access through the same order end date as the original order.

There are no credits or refunds for purchases of subscriptions to Comprehensive Courses.

2. Course Materials

Certain Comprehensive Courses have course materials that may be required or are optional for the digital curriculum such as books for English courses, lab materials for science courses, or other ancillary items such as a calculator for math courses or a microphone for world languages courses. The price for Comprehensive Courses and ALVS enrollments does not include any such course materials. The course materials list can be found at http://www.apexlearning.com/documents/materials_list.pdf.

Required and optional books may be purchased from Apex Learning at either the per set or per book price at the time of purchase as stated on Apex Learning's course materials list. The price for books does not include applicable sales tax. If any such tax is due, it will be reflected on Apex Learning's invoice. There are no returns, credits, or refunds for books purchased from Apex Learning.

3. Parental Consent

The client is responsible for obtaining any necessary parental consent for each student to use Apex Learning digital curriculum.

4. Laboratory Activities

The client is responsible for the implementation of any hands-on laboratory activities, including ensuring that qualified personnel are available to supervise such hands-on laboratory activities.

5. Professional Development

Scheduling: Onsite professional development sessions cannot be scheduled until Apex Learning has received a valid purchase order or executed contract and must be scheduled at least 2 weeks in advance of the delivery date.

Cancellations: If a scheduled onsite professional development session is cancelled without at least 2 weeks prior written notice, the client will be required to pay Apex Learning for travel and related expenses at the time that onsite professional development session is delivered.

Expiration: Professional development must be delivered prior to the order end date. There are no credits or refunds for unused professional development sessions.

Laguna Beach Unified School District

19. ACTION

May 14, 2019

Approval: Agreement with the Orange County Department of Education for Project-Based Learning Professional Development in an Amount Not-to-Exceed \$8,125, plus Teacher and Substitute Pay

Proposal

Staff proposes the Board of Education approve an agreement with the Orange County Department of Education (OCDE) to provide Laguna Beach Unified School District teachers with an optional professional development opportunity in Project Based Learning (PBL). OCDE trainers will provide four days of PBL professional development during the summer from August 7 through August 9, 2019, and one follow-up half day in September.

Background

As recommended by the Professional Development Advisory Council, we propose to offer this *PBL 101 Workshop* through OCDE. This training engages participants in learning the principles for designing, assessing and managing standards-focused projects as well as using performance assessment to judge the relevant work generated by 21st Century Learners. Through a combination of direct instruction, video analysis, and hands-on collaborative work, participants will have the opportunity to plan, design and receive peer feedback.

LBUSD held two previous PBL training cohorts for teachers during the summer. The first cohort was held in August 2014 and included 25 participants. The second cohort was held in August 2015 and included 32 participants. Teachers have expressed an interest in furthering their Project Based Learning knowledge for use in the classroom.

This optional professional development will be held as follows: Three days in August 2019 prior to the start of school and one follow-up half-day on September 26, 2019. Staff attending this training will be paid at the non-instructional hourly rate for the summer days and will have substitutes cover their classes for the September follow-up date.

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

Budget Impact

The projected cost for this professional development is not-to-exceed \$28,450. The cost breakdown is as follows: \$325 per teacher for up to 25 teachers for a not-to-exceed cost of \$8,125 to Orange County Department of Education; non-instructional hourly teacher pay is estimated at not-to-exceed \$18,450; half day substitute costs are estimated at not-to-exceed \$1,875.

Odipo/Viloria

Recommended Action

Staff recommends the Board of Education approve an agreement with the Orange County Department of Education (OCDE) to provide Laguna Beach Unified School District teachers with an optional professional development opportunity in Project Based Learning (PBL) during the summer of 2019 and one-half follow-up day in September 2019.



**ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION
SERVICE PROPOSAL**

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**

200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050
(714) 966-4000
FAX (714) 432-1916
www.ocde.us

AI MIJARES, Ph.D.
County Superintendent
of Schools

TO: Alysia Odipo, Ed.D., Assistant Superintendent
Laguna Beach Unified School District
550 Blumont Street
Laguna Beach, CA 92651
aodipo@lbusd.org; 949-497-7700 Ext. 5231

FROM: Denise Harshman, Ed.D., Coordinator
Orange County Department of Education
200 Kalmus Drive
Costa Mesa
dharshman@ocde.us

DATE OF PROPOSAL: 04/26/2019

PURPOSE: Provide Project-Based Learning (PBL) Training to a maximum of 25 teachers.

AUDIENCE: Teachers

ESTIMATED NUMBER OF PARTICIPANTS: 25

LCAP PRIORITIES ADDRESSED:

Conditions of Learning	Pupil Outcomes	Engagement
<input type="checkbox"/> Basic Services	<input type="checkbox"/> Pupil Achievement	<input type="checkbox"/> Parental Involvement
<input type="checkbox"/> Implementation of State Content Standards	<input type="checkbox"/> Other Pupil Outcomes	<input checked="" type="checkbox"/> Pupil Engagement
<input type="checkbox"/> Course Access		<input type="checkbox"/> School Climate

NUMBER OF DAYS: 4.00

PROPOSED DATES: August 7-9, 2019 and September 26, 2019

LOCATION: Laguna Beach Unified School District, Room 91

MEETING SETUP (rounds, chevron, classroom, etc.):
N/A

**ORANGE COUNTY
BOARD OF EDUCATION**

REBECCA "BECKIE" GOMEZ

MARI BARKE

KEN WILLIAMS, JR, D.O.

JOHN W. BEDELL, Ph.D.

LISA SPARKS, Ph.D.



ORANGE COUNTY DEPARTMENT OF EDUCATION EDUCATIONAL SERVICES DIVISION SERVICE PROPOSAL

ORANGE COUNTY DEPARTMENT OF EDUCATION

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AI MIJARES, Ph.D.
County Superintendent
of Schools

GOAL(S):

This four-day OCDE PBL workshop includes :
Three consecutive days of hands-on learning; A combination of direct instruction, video analysis and peer-to-peer collaboration in a learner centered-environment; Work time to develop a standards-based PBL unit; A fourth day follow-up to provide support during implementation

Participants will:

Learn the essential components of project-based learning
Plan, design and develop a project for classroom/ school use

EXPECTED MEASUREABLE OUTCOME(S):

I have a basic understanding of the essential components of PBL. I have a project idea, an artifact, and a public audience identified. I have a driving question. I can plan a PBL project. I understand the value of critique and revision in the PBL process. I have completed PBL forms for my project. I know how to manage the PBL process. I have created a concise overview of my PBL project . I am prepared to launch my PBL project. I know how to balance my project calendar.

RESEARCH CITATION:

" The good news is that research shows that PBL can promote student learning and may be more effective than traditional instruction in social studies, science, mathematics, and literacy. " Citation: Kingston, S. (2018). Project Based Learning & Student Achievement: What Does the Research Tell Us? PBL Evidence Matters. 1(1), 1-11.

ORANGE COUNTY BOARD OF EDUCATION

REBECCA "BECKIE" GOMEZ
MARI BARKE
KEN WILLIAMS, JR, D.O.
JOHN W. BEDELL, Ph.D.
LISA SPARKS, Ph.D.

ESTIMATED SERVICE COST (Days X Rate): 4.00 x \$0.00 **TOTAL: \$0.00**

Time	Amount	Number	Manager
Full day	\$600	= or < 30	1 consultant
(Over 4 hours)	\$1200	= or < 60	1 or 2 consultant(s)
1/2 day	\$300	= or < 30	1 or consultant
(4 hours or less)	\$600	= or < 60	1 or 2 consultant(s)
Hourly	\$125		
Hourly (EADL Only)	\$75		



ORANGE COUNTY DEPARTMENT OF EDUCATION EDUCATIONAL SERVICES DIVISION SERVICE PROPOSAL

**ORANGE COUNTY
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www.ocde.us

AI MIJARES, Ph.D.
County Superintendent
of Schools

ESTIMATED MATERIAL COST (books, printed materials by OCDE): \$8,125.00

WORKSHOP NEEDS	PROVIDER		
EQUIPMENT:			
• Projector	<input checked="" type="checkbox"/> District	<input type="checkbox"/> Presenter	<input type="checkbox"/> N/A
• Document Camera (ELMO)	<input type="checkbox"/> District	<input type="checkbox"/> Presenter	<input checked="" type="checkbox"/> N/A
• Audio Speakers	<input checked="" type="checkbox"/> District	<input type="checkbox"/> Presenter	<input type="checkbox"/> N/A
• Microphone	<input type="checkbox"/> District	<input type="checkbox"/> Presenter	<input checked="" type="checkbox"/> N/A
• Laptops, tablets, etc.	<input type="checkbox"/> District	<input checked="" type="checkbox"/> Presenter	<input type="checkbox"/> N/A
REFRESHMENTS:			
• Breakfast	<input checked="" type="checkbox"/> District	<input type="checkbox"/> Presenter	<input type="checkbox"/> N/A
• Lunch	<input checked="" type="checkbox"/> District	<input type="checkbox"/> Presenter	<input type="checkbox"/> N/A
• Snacks	<input type="checkbox"/> District	<input type="checkbox"/> Presenter	<input checked="" type="checkbox"/> N/A
• Beverages	<input type="checkbox"/> District	<input type="checkbox"/> Presenter	<input checked="" type="checkbox"/> N/A
MISCELLANEOUS:			
• Handouts	<input type="checkbox"/> District	<input checked="" type="checkbox"/> Presenter	<input type="checkbox"/> N/A
• Table Boxes (writing utensils, markers, etc.)	<input checked="" type="checkbox"/> District	<input type="checkbox"/> Presenter	<input type="checkbox"/> N/A
• Wireless Access	<input checked="" type="checkbox"/> District	<input type="checkbox"/> Presenter	<input type="checkbox"/> N/A
• Other (LMS Access, Website, Cloud Storage, etc.)	<input type="checkbox"/> District	<input type="checkbox"/> Presenter	<input checked="" type="checkbox"/> N/A
EADL Use Only:			
• School Report	<input type="checkbox"/> District	<input type="checkbox"/> Presenter	<input checked="" type="checkbox"/> N/A
• Printing	<input type="checkbox"/> District	<input type="checkbox"/> Presenter	<input checked="" type="checkbox"/> N/A
• Translation	<input type="checkbox"/> District	<input type="checkbox"/> Presenter	<input checked="" type="checkbox"/> N/A
• Transcription	<input type="checkbox"/> District	<input type="checkbox"/> Presenter	<input checked="" type="checkbox"/> N/A

ESTIMATED TOTAL COST (SERVICE + MATERIALS): \$8,125.00

DETAIL:

The cost will be \$325 per participant which includes all handouts, book and presenters for a maximum of 25 participants. LBUSD will be responsible for providing breakfast and lunch for the participants. OCDE will provide a flyer for LBUSD to distribute to the schools.

For Client Use:

When this proposal is accepted, OCDE will create a contract for services.

☐ PROPOSAL ACCEPTED

Authorized Signature

5/6/19

Date

**ORANGE COUNTY
BOARD OF EDUCATION**

REBECCA "BECKIE" GOMEZ

MARI BARKE

KEN WILLIAMS, JR, D.O.

JOHN W. BEDELL, Ph.D.

LISA SPARKS, Ph.D.

Laguna Beach Unified School District

20. ACTION

May 14, 2019

Approval: Increase Contract with Nicole Miller & Associates, Inc., to Conduct Risk Management Investigations with a Not-to-Exceed Amount of \$30,000

Proposal

Staff proposes the Board of Education authorize an increase to the contract with Nicole Miller & Associates, Inc., to conduct risk management investigations with a not-to-exceed amount of \$30,000.

Background

On June 26, 2018, the Board of Education, approved a contract with Nicole Miller & Associates, Inc., to conduct risk management investigations. An increase to the approved amount is necessary due to a need for potential investigations.

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

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

Budget Impact

This General Fund expenditure is budgeted at a not-to-exceed amount of \$30,000.

Recommended Action

Staff recommends the Board of Education authorize an increase to the contract with Nicole Miller & Associates, Inc., to conduct risk management investigations with a not-to-exceed amount of \$30,000.

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

SECURITY / INVESTIGATIONS CONSULTING AGREEMENT

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

1st	day of	July, 2018	
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by and between

Nicole Miller & Associates, Inc.

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

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

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

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

WHEREAS such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Nicole Miller & Associates, Inc.

2. List of Other Supportive Staff or Consultants:

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

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

Date:	July 1, 2018
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and shall diligently perform as specified and complete performance by:

Date:	June 30, 2019
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Consultant shall perform said services as an independent contractor calling and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

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

Provide administrative services required for investigative process.

5. District shall pay Consultant for services rendered satisfactorily * Scope of Work Agreement for details - (\$150.00 hourly) Payment shall be made 30 days after receipt of invoice. Consultant shall submit an invoice to District for approval.
6. District may at any time for any reason terminate this AGREEMENT. Written notice by the Superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.
 - b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

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

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

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

Security & Investigative services

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

Specialized services are required on an as-needed basis.

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

none

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

Mark all items that are true for the intended Consultant:

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

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

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

Mark Appropriately:

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

Social Security Number or Federal Identification Number

	46-2531296
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Telephone Number: E-mail Address:

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

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

DISTRICT ADMINISTRATOR:

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

Signature:		Date:	
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Laguna Beach Unified School District

21. ACTION

May 14, 2019

Approval: Renew Contract with Durham School Services, L.P. for School Transportation Services on a Unit Cost Basis for the 2019/20 Fiscal Year in an Amount Not-To-Exceed \$1,700,000

Proposal

Staff proposes the Board of Education authorize the Assistant Superintendent of Business Services to renew the contract for transportation services with Durham School Services, L.P. on a unit cost basis for the 2019/20 fiscal year, July 1, 2019, through June 30, 2020, in an amount not-to-exceed \$1,700,000.

Background

On April 17, 2018, the Board of Education approved the initial one-year term of the contract for transportation services on a unit cost basis with Durham Transportation Services, L.P. They provide services for home-to-school transportation for both general education and special education students attending elementary and middle schools within the district. High School athletic transportation services starting in 2019/20 will also be primarily provided by Durham under this contract and the forecasted costs for the trips is included in the below budget. Pursuant to the terms of the contract, after the initial one-year period the District may extend the contracts up to four additional years being done so one year at a time. The term for this first renewal is from July 1, 2019, through June 30, 2020. Contractor will increase unit costs for services 2.7% as allowed per contract terms to adjust for cost increases in market conditions.

The unit cost bid for services satisfies the competitive requirements related to bid limits for services provided to local public agencies. Award of the bid does not require the District to solely contract with the vendor listed in the Board report and future services may be bid independently at the District's discretion. All work that is under the bid limit may be awarded to alternative vendors.

Budget Impact

The services in an amount not-to-exceed \$1,700,000.00 will be paid from the General Fund (Fund 01).

Recommended Action

Staff recommends the Board of Education approve the contract first renewal for transportation services with Durham School Services, L.P. on a unit cost basis for the 2019/20 fiscal year, July 1, 2019, through June 30, 2020, in an amount not-to-exceed \$1,700,000.

AGREEMENT FORM – Bid Package #1 / School Transportation Services

THIS AGREEMENT, entered into this 18th day of April, 2018 in the County of Orange of the State of California, by and between the Laguna Beach Unified School District, hereinafter called the “Owner” or the “District”, and Durham School Services, L.P., hereinafter called the “Contractor”.

WITNESSETH that the Owner and the Contractor for the consideration stated herein agree as follows:

I. SCOPE / TERM OF AGREEMENT

The Contractor shall furnish, operate, and maintain all equipment necessary for the transportation of pupils to and from schools maintained by the District, and schools which require transportation of District students outside the District boundaries. Such transportation would also include extra-curricular trips within or outside the District, and any trips the District declares as an emergency during the term of the Agreement.

- 1.1 Scope: Contractor shall provide (1) the daily service of the District, and (2) such other transportation as may be specified by the District.
 - 1.1.1 The term “daily service”, as used herein, is all home-to-school and school-to-home transportation of any students, which takes place at the beginning or end of the school day for such students.
 - 1.1.2 The term “other transportation”, as used herein, shall be defined as any transportation of students and District personnel other than daily service, including but not limited to extra-curricular trips and transportation of District personnel & students during declared emergencies.
 - 1.1.3 The term “other passengers”, as defined herein, is District personnel and/or their children.
- 1.2 The term of Agreement:
 - 1.2.1 Initial Term: This Agreement shall begin on July 1, 2018 and continue in full force and effect through June 30, 2019. “Initial Term” unless early termination occurs in accordance with the terms of this Agreement or this Agreement is extended by written amendment up to four additional one year terms, the Contractor shall execute this Agreement within five (5) calendar days from the date of receiving the Notice of Award the following day after Board acceptance of bid.
 - 1.2.2 The contract may be renewed up to four terms each being a period of one year by the sole discretion of the Board of Education, or terminate the Agreement by giving written notice to the Contractor by March 1st of the said year in which the District chooses to not renew the contract for services.
 - 1.2.3 Renewal Term: Continuation of this Agreement through the “Initial Term” and subsequent renewal terms is contingent upon Contractors performance, including satisfactory performance review ratings. Performance reviews shall be conducted by the District on or about September 1, December 1, March 1, and June 1 of each year this Agreement is in effect. Performance reviews shall include, but may not be limited to the following:

- 1.2.3.1 Verification of satisfactory on all California Highway Patrol inspection;
- 1.2.3.2 Verification of current drug and alcohol training and testing of all Contractor personnel;
- 1.2.3.3 Maintenance of an on-time performance rating of 98 percent;
- 1.2.3.4 Maintenance of a safety record satisfactory to the District;
- 1.2.3.5 Maintenance of ratings on audit and/or inspections of vehicles, maintenance records, maintenance of radios in working order, drivers performance reviews including prompt reporting of missed or late trips to the District, and other such items which are satisfactory to the District;
- 1.2.3.6 Maintenance of good relations with District personnel, parents, students, and community;
- 1.2.3.7 Maintenance of prevailing salary and benefit packages for drivers, attendants, and other personnel; and
- 1.2.3.8 Other such items as may be inherent in providing efficient and cost effective transportation services as specified herein.
- 1.2.4 Default for Nonperformance: The Contractor shall be considered in default and the Agreement subject to termination if:
 - 1.2.4.1 The Contractor furnishes or uses a bus that does not conform to the requirements of the Agreement;
 - 1.2.4.2 The Contractor fails to comply with the requirements of the Agreement;
 - 1.2.4.3 The Contractor fails to adhere to the routes and schedules provided by the District; and
 - 1.2.4.4 The Contractor fails in any way to perform properly the services to be provided under the Agreement with the District, including failure to maintain satisfactory performance review ratings as specified in section 1.2.3.

Failure or refusal of the Contractor to perform or do any act herein provided shall constitute a default. In the event of a default, in addition to any other remedy available to the District, the Agreement may be terminated, upon issuance of a written Intent to Terminate Agreement upon thirty (30) calendar days' notice, and service may be secured by the District from any source deemed appropriate by the District. If the cost is greater than the cost of the service provided by the Contractor, the excess cost shall be charged to and collected from the Contractor, and in addition, thereto, any damages approximately resulting from said default may be recovered from Contractor.

II. SPECIFICATIONS

- 2.1 The Board of Education of the Laguna Beach Unified School District has authorized the Assistant Superintendent of Business Services to negotiate this Agreement and only the Board or the Board designee can make changes. The Administrator of Transportation or his/her designee(s) shall notify the Contractor of any such changes in writing.

- 2.2 The pupil transportation service under this Agreement shall be under the direction and control of the Administrator of Transportation or his/her designee(s).
- 2.3 In furnishing the pupil transportation service under the Agreement, the Contractor agrees to comply with and observe all the provisions of the State of California Vehicle Code, all other applicable laws, rules, and regulations prescribed by the California Highway Patrol, any other State agency, and the Board of Education of Laguna Beach Unified School District relating to the transportation of pupils.
 - 2.3.1 The service shall include the providing of all transportation equipment, apparatus, personnel and materials per the specifications herein or as designated by the Administrator of Transportation or his/her designee(s):
 - 2.3.2 At any time during the Agreement period, the service shall be limited service of five (5) hours and unlimited service of eight and one-half (8-½) hours.
 - 2.3.3 The service performance shall be to the satisfaction of the Administrator of Transportation or his/her designee(s), whom shall have full responsibility for all day-to-day operations, as well as acceptance or rejection of Contractor personnel, and other matters as they relate to the interests of the District.
 - 2.3.4 The service performance of all Contractor personnel shall conform to the policies covered in the District's Transportation Driver's Handbook. If District policy conflicts with the Contractor's, the District's Policies will not be overridden unless authorized in writing by the Administrator of Transportation or his/her designee(s).

III. DISTRICT SERVICE REQUIREMENTS "AS-REQUIRED ~ AS-REQUESTED ~ AS-NEEDED" BASIS

During the term of the Agreement, the District requirements for pupil transportation shall be as follows:

- 3.1 Regular School Days:
 - 3.1.1 The Contractor shall be required to have available for service the total number of buses, drivers attendants and machines as specified in the Agreement, on any regular school day during the term of this Agreement.
 - 3.1.2 The request and assignment for type of service, limited and unlimited of each bus, driver and attendant shall be by the District.
- 3.2 Summer School Sessions and Other Days excluding Saturdays and Sundays and Holidays:
 - 3.2.1 During any summer session, and such other days as designated by the District, the number of buses, drivers and attendants, and the type of service shall be on an "as-requested and available" basis with the maximum number of buses and drivers being the total number under the Agreement.
 - 3.2.2 Other days. "Other days" are days other than the first day of school and regular school days.
- 3.3 Special Trip Service:
 - 3.3.1 The Contractor, due to the existence of a public and/or District Emergency (fire, flood, earthquake, etc.) upon District request, shall provide special trip service on an "as-requested and available" basis in accordance with the current Rate Schedule.

NOTE: Contractor's deadhead time, shall not be subject to payment when, due to the existence of a public or District emergency (fire, flood, earthquake, etc.) the Contractor is shall provide all "special trip service".

3.4 Requirement Review:

- 3.4.1** The District shall review its transportation program annually and will notify the Contractor in writing by the last day of July of each year, the preliminary requirements for the ensuing year.

3.5 Type of Service:

For computing payments for pupil transportation service in accordance with the Rate Schedule, the following shall apply:

District Service Time subject to payment under the Agreement shall include time required for:

- 3.5.1** Home-to-school and school-to-home:
- 3.5.2** Contractor's deadhead time that will not be subject to payment under the Agreement, is that time required for travel between offsite contractor points to the Transportation Yard. Routes times start and end when the vehicles leave and return to the District Transportation Yard located at 2003 Laguna Canyon Road.
- 3.5.3** Home-to-school route deadhead time (time between one home- to-school trip and another home-to-school trip, conducted with no time delay or stand-by time) is subject to payment.
- 3.5.4** Time delay or stand-by time shall be defined as a period of time greater than thirty (30) minutes
- 3.5.5** Extra-Curricular Trips:
- 3.5.5.1** Extra-Curricular trips will be billed as follows:
- 3.5.5.1.1** Trips done by buses attached to the District Agreement and are domiciled at the District transportation facility and that fall within the District's limited time, five (5) total hours within a day, shall not be billed extra. Trips that fall outside of the limited time, five (5) total hours, but within the unlimited time, eight hours and thirty minutes (8:30), shall be charged at the hourly rate after the first five (5) hours. Any hours past the unlimited time, eight hours and thirty minutes (8:30), minus thirty minutes (30) for required off time, will be charged as over-hours.
- 3.5.5.1.2** Trips that are done by standby buses or buses housed outside the District transportation facility shall be charged at the established hourly rate or the established five (5) hour minimum rate, whichever is less.
- 3.5.5.2** Contract driver time spent inspecting, cleaning and/or fueling buses is not to be added to trip time. Paid trip time does not begin until the bus leaves the terminal and it ends when the bus returns to the terminal or its designated location for another assignment.

3.5.5.3 At no time will a mileage charge be incurred or considered.

3.5.6 Emergencies:

3.5.6.1 Contractor's deadhead time that will not be subject to payment under the Agreement is that time required for travel between points.

3.5.7 As-needed school trips:

3.5.7.1 Routes that are established for an unknown time period and involving out-of-district transportation will be billed as follows:

3.5.7.1.1 When the vehicle/bus used belongs to the District, the District is billed only for the driver's hours when he/she is actually driving the vehicle/bus.

3.5.7.1.2 When the driver and bus belong to the Contractor, the District will be billed at the contract limited time or hourly rate for that type bus, whichever is less.

3.6 Limited Service (District Service):

3.6.1 Unit Daily Rate shall cover District Service Time (bus and driver) during the period beginning with the time of the first scheduled pupil pick-up each day, and ending after five (5) hours of service (bus and driver) excluding deadhead and layover time, except as noted in 3.5.1.2.

3.6.2 At District discretion, service may be continuous or separated into multiple periods of not less than one (1) hour each.

3.6.2.1 Each period shall end with the last scheduled pupil delivery before the layover, and the next period shall begin with the first scheduled pupil pick-up after the layover. Period times start and end at the district transportation yard located at 2003 Laguna Canyon Road.

3.7 Unlimited Service (District Service):

3.7.1 Unlimited Service hourly rate shall cover service in excess of the Limited Service Rate ending with the last scheduled pupil delivery of the day.

3.7.2 Unlimited Service will begin when the driver and bus exceed five (5) hours, and will end when eight hours and thirty minutes (8:30) have been reached. Time billed will be for three (3) hours, as a thirty (30) minute break is required.

3.8 Over-hours:

3.8.1 Over-hours rates shall cover service in excess of the Unlimited Service Rate ending with the last scheduled pupil delivery of the day.

Note (1) - Contractor deadhead time which is not subject to payment under the Agreement, shall include the time required for travel between the following points: (REVISED PER ADDENDUM NO. 2)

FROM:	TO:
Offsite Parking Area	Contractor's garage or Parking area*
Offsite Maintenance Area	Contractor's garage or Parking area*
Offsite Parking Area	Point of first scheduled pupil pick-up
Point of last scheduled pupil delivery of the day	Offsite Parking Area

3.9 Contractor's garage and parking area: *

- 3.9.1 District shall permit Contractor's shared use of facilities with District personnel at the District Transportation site at 2003 Laguna Canyon Road, Laguna Beach, CA 92651. Space is limited and busses may need to be parked at an alternate location to be provided by the Contractor to allow for complete service of all District routes.
- 3.9.2 The District will provide use of the District Transportation site for parking (buses and employee vehicles), a ready-room for drivers on layovers or standby, and restroom. The District will provide all utilities, in ground water, sewer and electrical:
- 3.9.3 The Contractor will be allowed limited use of the transportation office now situated on the District site at, 2003 Laguna Canyon Road, Laguna Beach, CA 92651. This office is to be utilized by the Contractor's Certified Driver Instructor.

3.10 Transportation Facility Use:

- 3.10.1 The Contractor shall be provided with use of the transportation office now situated on the District site at 2003 Laguna Canyon Road, Laguna Beach, CA. There is no use cost for the facility and maintenance of the space will be provided by the District.
- 3.10.2 The Contractor is to furnish equipment and tools for the maintenance, repair, and cleaning of their vehicles and equipment. This service is not allowed to be performed at the Laguna Beach Transportation Facility and must be performed at a Contractor procured alternate facility.
- 3.10.3 Contractor to provide their own janitorial services for the office and driver's lounge located at the District Transportation facility.
- 3.10.4 Contractor vehicle parking will be limited to vehicles assigned to the District routes or assigned as standby buses. If spaces are not available at the District Transportation facility then the Contractor will need to arrange and pay the cost for the offsite employee parking at a Contractor provided offsite location.

3.11 Mechanics/Fuel:

- 3.11.1 The Contractor shall provide all equipment, tools and personnel to operate the Contractor's responsibilities at a Contractor provided offsite location.

3.11.2 The Contractor shall provide at least one (1) full-time, qualified mechanic (per every fifteen (15) vehicles) whose only job shall be to perform normal and preventive maintenance on the bus fleet.

3.11.3 At no time, will Contractor personnel be allowed to conduct maintenance on vehicles or equipment on District property.

3.11.4 All Contractor mechanics assigned to the District will possess a valid California Commercial Driver's License, with an airbrake endorsement for test-driving of vehicles

3.11.5 Fuel:

3.11.5.1 The District will not provide fuel and Contractor is to provide all fuel required to perform services as part of the contract costs

3.11.5.2 In the event of rationing by the Government of any product or commodity due to a national emergency, the Contractor shall not allocate any portion of the rationed product or commodity earned because of this Agreement to any other party without the express written approval of the District. Should it become necessary to curtail the Contractor's services, either in whole or in part, it shall be the sole and exclusive right of the District to direct the Contractor in any resultant reduction in the service, including the elimination of routes.

3.12 Certified Safety/Driver Instructor and Contract Supervisor:

3.12.1 The Contractor shall provide to the District an onsite Certified Safety/Driver Instructor and/or Contract Supervisor.

3.12.2 The duties of the Certified Safety/Driver Instructor and Contract Supervisor shall encompass, but are not limited to:

3.12.2.1 Providing driver in-service, original and renewal training, as necessary to maintain a full complement of drivers and attendants, in coordination with the District Administrator of Transportation or his/her designee.

3.12.2.2 Addressing safety and driver proficiency concerns as assigned by the District Administrator of Transportation or his/her designee.

3.12.2.3 Over-seeing the Contractor's drug and alcohol program.

3.12.2.4 Acting as the Contractor's first-line contact for the District re: all personnel issues concerning Contractor drivers / attendants / mechanics. Addressing all payroll, insurance, and benefit needs of the drivers, attendants and mechanics.

3.12.2.5 Having an operational knowledge of District billing and credit procedures and cost control.

3.12.2.6 Other related duties deemed reasonable and necessary by the District.

3.13 Bus Driver and Attendant Requirements:

3.13.1 Drivers employed by the Contractor for service hereunder shall be paid a minimum starting wage of thirteen dollars and no cents (13.00) per hour, shall be duly licensed as required by law, and shall be subject to approval by the District Administrator or his/her designee(s) prior to assignment, as well as random performance evaluations by the District's Safety/Training Technician after assignment. The District reserves the right to require physical examinations, and/or psychological examinations by a testing agency designated by the District and paid for by the Contractor. Only District Administrator or his/her designee(s) shall make driver assignments and routing policy to District routes:

3.13.1.1 Drivers are to be guaranteed a minimum of five (5) hours per day.

3.13.1.2 Drivers are to be guaranteed one (1) hour per month for an in-house safety meeting, conducted by the Contractor's training staff and in conjunction with the District's training staff for the purpose of addressing current safety concerns. This training will be considered part of the in-service and will not be charged back to the District.

3.13.2 Attendants employed by the Contractor for service hereunder shall be paid a minimum starting wage of eleven dollars and fifteen cents (11.15) per hour, shall be subject to approval by the District Administrator or his/her designee(s) prior to assignment, as well as random performance evaluations by the District's Safety/Training Technician after assignment. The District reserves the right to require physical examinations, and/or psychological examinations by a testing agency designated by the District and paid for by the Contractor. Only District Administrator or his/her designee(s) shall make attendant assignments and routing policy to District routes:

3.13.2.1 Attendants are to be guaranteed a minimum of four (4) hours per day.

3.13.2.2 Attendants are to be guaranteed one (1) hour per month for an in-house safety meeting, conducted by the Contractor's training staff and in conjunction with the District's training staff for the purpose of addressing current safety concerns. This training will be considered part of the in-service and will not be charged back to the District.

3.13.3 The Contractor shall adopt the District's dress code for transportation personnel, consisting of a standard uniform, to be supplied and paid for by the Contractor. All Contractor personnel shall be required to wear this uniform while on duty, beginning no later than thirty (30) calendar days after assignment to regular District routes.

3.14 Standby Buses and Drivers:

3.14.1 The Contractor shall provide a sufficient number of standby drivers (not less than ten percent [10%] of the total number of established routes) to maintain continuous service satisfactory to the District at all times during the term of the Agreement – see Liquidated Damages.

3.14.2 The number of spare or standby buses shall be not less than 10% of the total number of regular service buses, and in no case less than one (1) bus of each category used during the term of this Agreement. All buses shall be identified as such on the bid and pre-qualified by the District Administrator or his/her

designee(s) before commencement of service. Additional spare buses may be approved during the period of the contract, but they must be inspected and approved by District Administrator or his/her designee(s) before being put into service.

3.15 Permits, Licenses, Laws and Regulations:

- 3.15.1 The Contractor shall secure and maintain in force such licenses and permits as required by law for furnishing the service herein specified.
- 3.15.2 The Contractor shall comply with and observe all provisions of the California Vehicle Code, all directives and regulations of the California State Board of Education, the Board of Education of the Laguna Beach Unified School District, and any other laws, rules or regulations applicable to the transportation of pupils.
- 3.15.3 Fingerprinting:
 - 3.15.3.1 Contractor will provide a written statement certifying that all employees that will provide service to the District have been fingerprinted and that such fingerprints have been sent to the California Department of Justice for review and comments and that such employee have never been convicted of a felony.

3.16 Cancellations of Scheduled Routes and Extra Curricular Trips:

- 3.16.1 The District shall not be obligated to accept or pay for any service herein agreed to be furnished by the Contractor, on those days when the District cancels any scheduled route provided the District notifies the Contractor at least thirty (30) minutes before the time of the first scheduled pupil pick-up.
- 3.16.2 The District shall have the option to cancel any extra-curricular trip provided the District notifies the Contractor at least one (1) hour before the time of the first scheduled pupil pick-up, when the bus and driver are domiciled in the District transportation site.
- 3.16.3 The District shall have the option to cancel any extra-curricular trip providing the District notifies the Contractor at least two (2) hours before the time of the first scheduled pupil pick-up, when the bus and driver comes from a location other than the District Transportation yard.
- 3.16.4 Maximum cancellation charges for extra-curricular trips: Charges that will be accepted by the District are contingent on the driver and Contractor complying with section 4.6.4. For extra-curricular trips that are conducted after hours or on weekends, the following rates will apply:
 - 3.16.4.1 Extra-curricular trips that are canceled after the driver arrives at the bus yard, but prior to the departure time, the District will be charged for, and the driver will be paid two (2) hours at current the current driver's rate, not to exceed the Agreement hourly rate.
 - 3.16.4.2 Extra-curricular trips that are canceled after arrival at the school or pickup area, the District will be charged only the actual driving and standby time accrued by the bus hourly rate and the driver will be paid two (2) hours at current the current driver's rate, not to exceed the Agreement hourly rate.
 - 3.16.4.3 The billing time of section 3.14.1 and 3.14.2 will be controlled

by section 3.5.2.2 and may not exceed two (2) hours unless approved by the District Administrator or his/her designee(s).

3.16.5 **Unscheduled Closing of Schools:**

3.16.5.1 The District shall not be obligated to accept or pay for any service herein agreed to be furnished by the Contractor, on those days when by direction of the Superintendent of the Laguna Beach Unified School District, the District's schools are closed to insure the health or safety of the pupils, or for any other lawful reason.

3.17 **Bus Washing:**

3.17.1 The contractor agrees to pay each driver at least one hour (1:00) per week bus-washing time for van-type buses, and one hour thirty minutes (1:30) per week bus-washing time for conventional and transit-type buses, or to provide a bus washing service. This time is not to be part of the Limited or Unlimited Service time and is to be paid by the Contractor:

3.17.1.1 Contractor is to purchase all material and equipment used in the washing of buses and equipment.

3.18 **Driver Orientation / Dry Runs**

3.18.1 Driver Orientation will be conducted for all personnel that will be assigned to perform duties for the District. The driver orientation shall include, but not limited to, pupil management, handicapped sensitivity training and dealing with parents, relationships with school personnel and the public, discipline on school buses, and other pertinent subjects and information.

3.18.2. Dry Runs will be conducted on a weekday prior to the start of school and will be run as though it were the first day of school with respect to both the morning and afternoon routes.

3.18.3. The cost of Driver Orientation and Dry Runs shall be borne by the Contractor and shall be conducted prior to the start of each year the Agreement is enforce.

IV. DISTRICT EQUIPMENT REQUIREMENTS:

General Requirements: All buses supplied under this Agreement shall be approved school buses as defined by all the applicable statutory and administrative codes and subject to the California School Bus Inspection Code. In addition, they must meet District approval.

In accordance with State Law, the Contractor shall require its drivers to inspect their buses daily, pre-trip, and at all other intervals required by State regulations, and to submit a written report of each inspection. The Contractor shall comply with all State required mechanical inspection and preventative maintenance schedules.

The Contractor shall keep and maintain all buses in good operating, safe running, and a clean and sanitary condition. In order to insure the same, the Contractor will make each bus available for inspection by authorized District personnel at any time. Inspection may be conducted at any school during a regular run, or while the bus is parked at the District Transportation site. Dates and times of such inspections will not be posted in advance.

The District will require the Contractor to remove from service any bus deemed unsafe or not in compliance with District requirements, or any applicable local, State or Federal law, rule or regulation.

The Contractor at its expense shall make any installation or modification of any bus or equipment required by a change in law or regulation.

Standby buses for use under this Agreement shall meet the requirements set forth for regular buses. The Contractor shall have adequate standby buses to maintain continuous service for the District.

ARTICLE 3 Specific Requirements:

4.1 Transit Type I buses / 79 Passenger Capacity or More:

- 4.1.1 Buses must not be over ten (10) years old, except with specific written approval by the District.
- 4.1.2 Must be equipped with Compressed Natural Gas (CNG) engines and automatic transmissions:
 - 4.1.2.1 Engines must conform at all times to SCAQMD requirements on environmental policies.
- 4.1.3 Must be equipped with a complete dual-airbrake system of the largest type available for that particular chassis.
- 4.1.4 Storage must be located under the passenger compartment and be of ample size to carry luggage securely.
- 4.1.5 All windows to the rear of the driver's compartment must be tinted.
- 4.1.6 Must be equipped with a strap-cutting device for emergency bus evacuations.
- 4.1.7 Buses must be equipped with air conditioning.
- 4.1.8 Buses must come equipped with improved safety features including 3- point lap and pelvic seat restraints, additional emergency exit capability, anti-lock braking systems, automatic parking brakes, flame-retardant seats and raised fully padded seatbacks.

4.2 Van Type Buses / 20 - 24 Passenger Capacities:

- 4.2.1 Buses must not be over six (6) years old, except with specific written approval by the District.
- 4.2.2 Must be equipped with gasoline burning engines and automatic transmissions:
 - 4.2.2.1 Engines must conform at all times to SCAQMD requirements on environmental policies.
- 4.2.3 Must be equipped full hydraulic/power-assisted brake system of the largest type available for that particular chassis.
- 4.2.4 All windows to the rear of the driver's compartment must be tinted.
- 4.2.5 Buses must be equipped with air conditioning.

- 4.2.6 Buses must come equipped with improved safety features including 3- point lap and pelvic seat restraints, integrated child seat in the first two seats on both rows of seats (minimum of eight [8]), additional emergency exit capability, anti-lock braking systems, automatic parking brakes, flame-retardant seats, raised fully padded seatbacks.
- 4.2.7 Must be equipped with a strap-cutting device for emergency bus evacuations.
- 4.2.8 Must be equipped with a factory-installed driver's door, located on the left side, next to the driver. This door shall have a manual powered, (down to open, up to close) window.

4.3 Wheelchair Buses / Required Equipment (Lift and Securing Devices):

- 4.3.1 Must meet all the requirements set by applicable statutory and administrative codes, and guidelines established by the District for the appropriate type and capacity.
- 4.3.2 Securement of chair and chair passenger must be as follows:
 - 4.3.2.1 Securement track system must be designed to secure the wheelchair facing forward, with restraints on all four (4) corners of the chair.
 - 4.3.2.2 Torso restraint and lap belt must be integrated into the securement system.
 - 4.3.2.3 Must be equipped with a strap-cutting device for emergency bus evacuations.
 - 4.3.2.4 All buses will be required to have a storage container for restraints when not in use.
- 4.3.3 All windows to the rear of the driver's compartment must be tinted.
- 4.3.4 Buses must be equipped with air conditioning.
- 4.3.5 Buses must come equipped with improved safety features including 3-point lap and pelvic seat restraints, integrated child seat in the first two seats on both rows of seats (minimum of six [6]), additional emergency exit capability, anti-lock braking systems, automatic parking brakes, flame-retardant seats, raised fully padded seatbacks.
- 4.3.6 The District's Administrator of Transportation or his/her designee must approve all wheelchair lift equipment in writing:
 - 4.3.6.1 **The District will approve no Ramps.**

4.4 Other Required Equipment:

- 4.4.1 All buses shall be equipped with a working am/fm radio.
- 4.4.2 All buses shall be equipped with all the sanitary products used by students and drivers.

- 4.4.3 All buses shall be equipped with all safety products required by law to be carried in school buses.
- 4.4.4 All buses rated for 30 or more occupants shall be equipped with an additional inside public address system.
- 4.4.5 All buses shall be equipped with working two-way radios so that communications between the District Transportation building and staff and the drivers is possible while in the local areas. This system including base station(s), bus radios and required license will not be charged to the District, and must be maintained in working order at all times.
- 4.4.6 Mirrors: In addition to all mirrors required by California State law, each bus shall be equipped as follows:
- 4.4.6.1 A second crossview mirror mounted at the front, directly opposite the required crossview mirror.
- 4.4.7 A minimum eight (8) inch round or six (6) inch square convex mirror mounted in conjunction with the left and right outside flat rear-view mirrors, but not affixed directly to the flat mirrors. All buses shall be equipped with Global Positioning System (GPS) transmitters, and a computerized tracking system capable of providing "real time" data regarding the location and status of each vehicle. The GPS system shall be made accessible to the District and/or its designee for the purpose of verifying and reporting on arrival and departure times for buses at any designated stops.
- 4.4.8 The Contractor shall provide, install, utilize, and maintain the security/ video monitoring system on all buses. The Contractor is to retain possession of all video recordings. The District will have full access to all data generated upon request. All video recordings will be retained by the Contractor for a period of not less than 30 business days. All recordings related to a known incident will be retained until the situation has been successfully resolved. All buses, including spare buses, will be equipped with a monitoring system, which includes a camera on every bus.
- Contractor is to provide a total of three cameras per vehicle. One camera is to cover the interior rear of the bus, one camera is to cover the interior front of the bus, and the other camera is to cover the riders entering and exiting the vehicle (Addendum NO. 1)

V. OTHER REQUIREMENTS

5.1 Insurance Requirements:

Contractor shall obtain and maintain insurance coverage in the amounts set forth below during the term of the contract and shall furnish certificates of insurance for each policy to the District. The following coverage noted on the left with an "X" is required (Certificate or Endorsement) with the Minimum Limits as noted on the right.

Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

CERTIFICATE/ENDORSEMENTS	MINIMUM LIMITS PER OCCURRENCE
Worker's Compensation Insured – Statutory/ Self-insured	\$5,000,000
Employer's Liability	\$10,000,000
Comprehensive General Liability	\$10,000,000
(X) Premises and Operations	

- (X) Contractual Liability
- (X) Independent Bidders
- (X) Broad Form Property Damage
- (X) Personal Injury
- (X) Owned Vehicles
- (X) Broad Form Liability Endorsement
- (X) Non-owned Vehicles
- (X) Hired Vehicles

Vehicle (including auto) Liability	\$5,000,000
Sexual Abuse or Molestation	\$10,000,000

For all insurance coverage provided by contractor, the following terms apply:

- a. All liability policies are to contain, or be endorsed to contain, the following provisions:
 1. Contractor agrees to defend, indemnify, save and hold harmless the District, its Governing Board, officers, employees, agents, and representatives;
 2. Named additional insured endorsements for the District, its Governing Board, officers, employees, agents, and representatives. They are to be covered as insured as respects: Liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitation on the scope of the protection afforded to the District, its Governing Board, officers, employee's agents, and representatives.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by contractor, reduces in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- b. The contractor agrees to purchase all required insurance at contractor's expense and to deposit with the District Certificates of Insurance, including all endorsements required herein, necessary to satisfy the District that the insurance provisions have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the District during the entire term of the Agreement.
- c. All insurance policies required by the Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved in writing by the District. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.
- d. The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A (Secure Best's Ratings) and VIII (Financial Size Category). If the carrier is a non-admitted carrier in the state of California, District retains the right to approve or reject carrier after a review of the company's performance and financial ratings.
- e. The District shall be added as an additional insured on all insurance policies with respect to services performed by the contractor (except Worker's Compensation/Employers' Liability). An additional insured endorsement evidencing that the District is an additional insured shall accompany the Certificate of Insurance. The contractor shall furnish the District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before services commence.

- f. All insurance policies required from the contractor shall be primary insurance, and any insurance maintained by the District shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.
- g. All insurance policies shall give the District thirty (30) days' notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the Cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER.

- h. All insurance policies and coverage shall waive all rights of subrogation against the District and members of the Governing Board, its officials, officers, and employees.
- i. If contractor's Professional Liability policy is a "claims made" policy, contractor shall agree to maintain professional liability coverage for two years following completion of the Agreement.
- j. The comprehensive General Liability policy shall contain a severability of interest clause
- k. The contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The contractor will comply with such provisions and shall furnish the District satisfactory evidence that the contractor has secured, for the period of the Agreement, statutory Workers' Compensation insurance and Employer's Liability insurance with the required minimum limits per occurrence. The contractor who has been awarded the contract shall sign and file with District prior to performing the services, the Workers' Compensation Certificate included as a part of the bid documents. Labor Code section 1861.
- l. The procuring of such required policy or policies of insurance shall not be construed to limit contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the Agreement.

5.2 Dispute Resolution:

- 5.2.1 Should any questions arise as to the terms and conditions of this Agreement, which cannot be settled within thirty (30) calendar days, the matter shall be submitted to one person selected by the District and one selected by the Contractor for resolution. If the persons so selected are unable to agree upon a resolution within fifteen (15) calendar days following such a selection and appointment, then the dispute shall be submitted to the Assistant Superintendent of Business Services for the District and the _____ for the Contractor.

5.3 Faithful Performance Bond:

- ~~5.3.1 The Contractor shall furnish the District with a Satisfactory Faithful Performance Bond, which shall be attached to and returned with the execution of the Agreement, for the Initial Term September 1, 2014 through June 30, 2019. (Not Required per Addendum No. 2)~~

5.4 Liquidated Damages:

- 5.4.1 From the nature of the services to be rendered, it is impractical and extremely difficult to fix the actual damages and the resulting loss to the District if any, which may result from failure on the part of the Contractor to perform any of its obligations hereunder. The Contractor's liability hereunder shall be limited

to and fixed at the sum of \$100.00 as liquidated damages, and not as a penalty, and this liability shall be exclusive of any other remedy. This liability shall be incurred on a per-incident basis, and will apply to each missed trip or route segment, or in instances in which it is necessary for the District to provide service or in instances where the Contractor fails to comply with any condition within the Agreement.

5.5 Invoices and Payments:

5.5.1 The Contractor shall submit monthly invoices in triplicate, on a form acceptable to the District, to the Facilities Department. Subject to acceptance and written approval of the invoices, the District shall make payments monthly for service performed the preceding month. Contractor shall itemize, showing a breakdown of specific cost areas including regular education, special education and any other specific area identified by the District.

5.5.2 Payments for service shall be to the nearest five (5) minutes. Payment by the District of any invoice shall constitute full and final payment for service rendered for the period covered by such invoice, unless the Contractor files a written claim for error or omission.

5.5.3 Deductions by the District shall be made within ninety (90) days of the date of such invoice. Deductions shall be made from the Contractor's payment for failure to provide any portion of the services required under the terms of this Agreement in accordance with the following:

5.5.3.1 Number of trips missed multiplied by the applicable unit rate.

5.5.3.2 Any incidents of liquidated damages.

5.5.4 Assessment of such deductions by the District shall in no way relieve the Contractor of its obligations to provide spare buses and drivers sufficient to cover all interruptions in service to the District due to failure of equipment or lack of personnel.

5.5.5 Adjustment of Rates: Compensation for all services provided under the terms of this Contract shall be subject to adjustment annually. In the event the Contractor proposes to increase or decrease the rates for the transportation services as specified herein, the Contractor shall provide the District with a written proposal on or before March 31st of each year the Agreement is in force. The basis for such adjustments shall not exceed the percentage of change in the Consumer Price Index, (CPI) for Pacific Cities and U.S. City Average, for the period July 1, through June 30, of the then current year, in the category All Urban Consumers, Los Angeles-Orange- Riverside Counties, as published in the Department of Labor, Bureau of Labor Statistics Publication. After substantial evidence of an operational cost increase or decrease has been presented and analyzed, the District may make adjustments as deemed by the District to be reasonable and fair. The adjusted rate shall be effective July 1st every year. Any such adjustment shall not result in an increase greater than five percent (5%) annually.

5.5.6 Independent Contractor: While performing its obligations under this Agreement, the Contractor is an independent Contractor and not an officer, employee or agent of the District. The Contractor shall not, at any time, or in any manner represent that it, or any of its officers, employees, or agents are employees of the District.

5.6 Hold Harmless:

The Contractor agrees to and does hereby indemnify and hold harmless the District, its

Board of Education Officers, agents, and employees from and against every claim and demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

5.6.1 Death or bodily injury to person(s), injury to, loss or theft of property, or any other loss, damage or expense sustained by the Contractor or any person, firm, or corporation employed by the Contractor upon or in connection with the services called for in this Agreement, except for injuries and losses resulting from criminal misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District; and,

5.6.2 Any injury to or death of any person(s) or damage to any property caused by an act, neglect, default, or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damages occur either on or off District property, except for injuries and losses resulting from criminal misconduct of the District, its Board of Education Officers, employees, agents or independent contractors who are directly employed by the District.

The Contractor, at its own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board of Education officers, agents or employees, on any such claim, demand, liability, loss, damage or expense through legal counsel satisfactory to the District, and shall pay or satisfy any judgment that may be rendered against the District, its Board of Education Officers, agents or employees in any action, suit or other proceedings as a result thereof.

5.7 Notices:

5.7.1 All notices required by this Agreement or other communications to either party by the other party shall be deemed given in writing and sent by certified or registered mail deposited in the United States Mail, first class, postage prepaid, return receipt requested, addressed to **Laguna Beach Unified School District, Facilities Department, 550 Blumont Street, Laguna Beach, CA 92651.**

5.8 Entire Agreement

5.8.1 This Agreement constitutes the entire agreement between the District and the Contractor and supercedes any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only by a written amendment excited by both parties to the Agreement.

5.8.2 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 _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

5.9 Assignment

5.9.1 The obligation of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

5.10 Compliance with Applicable Laws

5.10.1 The services must meet the approval of the District and shall be subject to the

District's general right of inspection to secure satisfactory completion thereof. Contractor agrees to comply with all Federal, State and Local laws, rules, regulations and ordinances that are now or in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.

5.11 Governing Laws

5.11.1 The laws of the State of California and County of Orange shall govern the terms and conditions of this Agreement.

VI. COMPONENT PARTS OF THE CONTRACT:

The Contract entered into by this Agreement consists of the following contract documents, all of which are components parts of the Agreement as if herein set out in full or attached hereto:

- 6.1 Notice Calling for Bids.
- 6.2 Bid Objective
- 6.3 Information for Bidders.
- 6.4 Information Required of Bidders.
- 6.5 Bid Form
- 6.6 Certificate Regarding Workers' Compensation.
- 6.7 Non-Collusion Declaration
- 6.8 Insurance Requirements and Evidence of Insurance with endorsements
- 6.9 Proposed School Bus Inventory and Proposed Property Summary
- 6.10 Addenda Numbers 1 and 2 as issued
- 6.11 Bid Bond
- 6.12 Contractor's Fingerprinting Certification
- 6.13 General Conditions

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

Laguna Beach Unified School District

By: _____
Signature

Jeff Dixon, Assistant Superintendent of
Business Services

Board Approval Date: 4/17/2018

CONTRACTOR:

Durham School Services, L.P.
Typed or Printed Name

Chief Executive Officer, Student Transportation
Title

[Signature]
Signature

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

BID FORM

FOR

TRANSPORTATION SERVICES BID NO. 2018_2

BID PACKAGE NO. 1 – SCHOOL TRANSPORTATION SERVICES

FOR

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

CONTRACTOR
NAME:

Durham School Services, L.P.

ADDRESS:

2601 Navistar Drive

Lisle, Illinois 60532

TELEPHONE:

(630) 821 - 5400

FAX:

(630) 821 - 5385

EMAIL

mberington@durhamschoolservices.com

TO: Laguna Beach Unified School District, acting by and through its Governing Board, herein called "Owner".

1. Pursuant to and in compliance with your Notice Calling for Bids and other documents relating thereto, the undersigned bidder, having familiarized himself 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, with the Public Works Bid Packet, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the Owner, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

BID PACKAGE NO. 1 – SCHOOL TRANSPORTATION SERVICES

TRANSPORTATION SERVICES BID NO. 2018_2

in the Owner described above, all in strict conformance with the drawings and other Contract Documents on file at the Owner Offices of said Owner for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number Addendum No.1	Number Addendum No.2	Number	Number	Number	Number	Number	Number

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. BID PRICE:

The number of routes and days shown in section A & B are approximate numbers from the traditional and summer school sessions for a hypothetical school year. These are reference numbers only sufficiently comprehensive to permit an appraisal of the District's needs for 2018/2019. Although the District is providing this information in good faith, the District makes no warranty or representation about its accuracy, and the District does not intend any contractor to rely solely on the accuracy of the information in submitting his or her bid.

Only the included items may be considered in the calculation of transportation costs passed on to the District: driver's salaries, fuel, maintenance of buses, general overhead, insurance and administration, and profit. By bidding, Contractor understands and agrees that driver's time spent inspecting, cleaning and/or fueling buses is not to be added to trip time. Paid trip time does not begin until the bus leaves the terminal and it ends when the bus returns to the terminal or its designated offsite location for another assignment.

A. Traditional Schedule

Home-to-School, School-to-Home, Special Education Transportation (Limited Service 5 Hours). $(No. \text{ of Routes}) \times (Days) \times (Daily \text{ Rate}) = Total \text{ Amount}$

Bus Capacity	No. of Routes	Days	Daily Rate	Total Amount
16	4	180	\$381.35	\$274,572.00
W/C 5W 6P	1	180	\$381.35	\$68,643.00
82	13	180	\$478.80	\$1,120,392.00

SUBTOTAL A. \$ \$1,463,607.00

B. Summer Schedule

Home-to-School, School-to-Home, Special Education Transportation (Limited Service 5 Hours). $(No. \text{ of Routes}) \times (Days) \times (Daily Rate) = Total Amount$

Bus Capacity	No. of Routes	Days	Daily Rate	Total Amount
16	2	19	\$381.35	\$14,491.30
W/C 5W 6P	1	19	\$381.35	\$7,245.65
82	2	19	\$478.80	\$18,194.40

SUBTOTAL B.\$ \$39,931.35**C. Traditional and Summer Schedule**

Home-to-School, School-to-Home, Special Education Transportation (Hourly Rates).

Bus Capacity	Hourly Rate Over 5 Hours Under 8 ½ Hours	Hourly Rate Over 8 ½ Hours
Traditional Schedule		
16	\$31.00	\$46.50
W/C 5W 6P	\$31.00	\$46.50
82	\$31.00	\$46.50
Summer Schedule		
16	\$31.00	\$46.50
W/C 5W 6P	\$31.00	\$46.50
82	\$31.00	\$46.50

D. Daily Rates, Field Trips, Extra Curricular, and Special Trip Transportation:

Home-to-School, School-to-Home, Special Education Transportation (Unlimited Service 8-1/2 Hours). Special Trip Transportation is defined in Item 3.3.1 of the Agreement, using buses that are assigned to regular morning and afternoon school day runs or buses assigned as spares, billed with one (1) hour minimum.

Bus Capacity	Hourly Rate Over 5- Hours Under 8 ½- Hours	Hourly Rate Over 8 ½ Hours
Daily Rates, Field Trips and Extra Curricular		
16	\$43.00	\$64.50
W/C 5W 6P	\$43.00	\$64.50
82	\$43.00	\$64.50
Special Trip Transportation		
16	\$43.00	\$64.50
W/C 5W 6P	\$43.00	\$64.50
82	\$43.00	\$64.50

E. Additional Costs

Cost for Attendant: \$ 29.00 /Hour
 Cost for Driver: \$ N/A /Hour
 Lay Over Per Diem: \$ 150.00 /Day

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS FOR ITEMS A. AND B. ABOVE:

one million, five hundred three thousand, five hundred thirty eight dollars and thirty five cents DOLLARS

(\$ 1,503,538.35)

4. **TIME FOR COMPLETION:** The Owner may give a notice to proceed within sixty (60) days of the award of the bid by the Owner. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Service.

In the event that the Owner desires to postpone giving the notice to proceed beyond this sixty (60) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the Owner. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

It is understood that the Owner reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of sixty (60) days after the date set for the opening of bids.

5. Attached is bid security in the amount of not less than **ten percent (10%)** of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

6. The required List of Designated Subcontractors is attached hereto.

7. The required Non-Collusion Declaration is attached hereto.

8. It is understood and agreed that if written notice of the acceptance of this bid is mailed, emailed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the Owner a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the Owner the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the Owner's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

9. The names of all persons interested in the foregoing proposal as principals are as follows:

Please refer to tab *Company Overview* for our officer resolutions.

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

10. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

11. The undersigned bidder shall be licensed/certified as required by law to perform services included within the scope of services outlined in the Bid Documents.

12. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the Owner may declare the bidder's bid deposit or bond forfeited as damages.

13. The bidder declares that he/she has carefully examined the location(s) of the proposed Project, that he/she has examined the Contract Documents (Bid Documents), including the General Conditions, Supplemental Conditions, Special Conditions, Addenda, Specifications, and all other documents contained in the Public Works Bid Packet, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Durham School Services, L.P.

Proper Name of Company

Andrew Tarman

Name of Bidder Representative

2601 Navistar Drive

Street Address

Lisle, IL 60532

City, State, and Zip

(630) 821-5400

Phone Number

(630) 821-5385

Fax Number

atarman@durhamschoolservices.com

E-Mail

By: 

Date: 03/16/2018

Signature of Bidder Representative

By: Durham Holding II, L.L.C., its General Partner

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

**AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE
LAGUNA BEACH UNIFIED SCHOOL DISTRICT AND DURHAM SCHOOL
SERVICES, L.P.**

This Amendment No. 1 is made to the Agreement dated April 18, 2018, and is made and entered into this 15th day of May, 2019, between the Laguna Beach Unified School District ("District") and Durham School Services, L.P. ("Contractor"). It is agreed by the District and the Contractor as follows:

1. Article 4 – Term of Agreement

District and Contractor mutually agree to extend the Agreement for an additional one (1) year term, commencing July 1, 2019 through June 30, 2020. All other terms and conditions of Article 4 shall remain in full force and effect.

2. Article 5 – Price Adjustment.

A revised Unit Price Log for the renewal term is attached hereto as Attachment A and incorporated herein per terms included within Item 5.5.5 of Article 5. All other terms and conditions of Article 5 shall remain in full force and effect.

3. Except as expressly herein amended, said Agreement of April 18, 2018, shall in all respects be and remain in full force and effect.

LAGUNA BEACH UNIFIED
SCHOOL DISTRICT

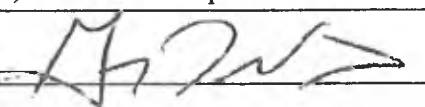
By: _____
Jeff Dixon
Assistant Superintendent
Business Services

DURHAM SCHOOL SERVICES, L.P.

By: Durham Holding II, L.L.C.,
Its general partner

Print Name: Gary L. Waits Jr.

Title: CEO, Student Transportation

Signature: 

Board Approval Date: _____

ATTACHMENT A - AMMENDMENT 1 to the School
Transportation Services Contract dated April 18, 2018

BID FORM

FOR

TRANSPORTATION SERVICES BID NO. 2018_2

BID PACKAGE NO. 1 – SCHOOL TRANSPORTATION SERVICES

FOR

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

CONTRACTOR

NAME: Durham School Services, LP

ADDRESS: 2601 Navistar Drive

Lisle, Illinois, 60532

TELEPHONE: (630) 821-5400

FAX: (630) 821-5385

The Unit Price Log for the Transportation Services Amendment No. 1 dated May 15, 2019 is updated per Bureau of Labor Statistics Selected Local Areas "All Urban Consumers" Consumer Price Index using Los-Angeles-Long Beach-Anaheim, CA to provide for a 2.7% increase to the prior year unit rates.

BID PRICE:

The number of routes and days shown in section A & B are approximate numbers from the traditional and summer school sessions for a hypothetical school year. These are reference numbers only sufficiently comprehensive to permit an appraisal of the District's needs for 2018/2019. Although the District is providing this information in good faith, the District makes no warranty or representation about its accuracy, and the District does not intend any contractor to rely solely on the accuracy of the information in submitting his or her bid.

Only the included items may be considered in the calculation of transportation costs passed on to the District: driver's salaries, fuel, maintenance of buses, general overhead, insurance and administration, and profit. By bidding, Contractor understands and agrees that driver's time spent inspecting, cleaning and/or fueling buses is not to be added to trip time. Paid trip time does not begin until the bus leaves the terminal and it ends when the bus returns to the terminal or its designated offsite location for another assignment.

A. Traditional Schedule

Home-to-School, School-to-Home, Special Education Transportation (Limited Service 5 Hours). $(No. \text{ of Routes}) \times (Days) \times (Daily \text{ Rate}) = Total \text{ Amount}$

Bus Capacity	No. of Routes	Days	2018/19 Daily Rate	2019/20 Daily Rate
16	4	180	\$381.35	\$391.65
W/C 5W 6P	1	180	\$381.35	\$391.65
82	13	180	\$478.80	\$491.73

B. Summer Schedule

Home-to-School, School-to-Home, Special Education Transportation (Limited Service 5 Hours). $(No. \text{ of Routes}) \times (Days) \times (Daily \text{ Rate}) = Total \text{ Amount}$

Bus Capacity	No. of Routes	Days	2018/19 Daily Rate	2019/20 Daily Rate
16	2	19	\$381.35	\$391.65
W/C 5W 6P	1	19	\$381.35	\$391.65
82	2	19	\$478.80	\$491.73

C. Traditional and Summer Schedule Special Education Transportation
Home-to-School, School-to-Home, Special Education Transportation (Hourly Rates).

Bus Capacity	2018/19 Hourly Rate Over 5 Hours Under 8 ½ Hours	2018/19 Hourly Rate Over 8 ½ Hours	2019/20 Hourly Rate Over 5 Hours Under 8 ½ Hours	2019/20 Hourly Rate Over 8 ½ Hours
Traditional Schedule				
16	\$31.00	\$46.50	\$31.84	\$47.76
W/C 5W 6P	\$31.00	\$46.50	\$31.84	\$47.76
82	\$31.00	\$46.50	\$31.84	\$47.76
Summer Schedule				
16	\$31.00	\$46.50	\$31.84	\$47.76
W/C 5W 6P	\$31.00	\$46.50	\$31.84	\$47.76
82	\$31.00	\$46.50	\$31.84	\$47.76

D. Special Trip Transportation:

Home-to-School, School-to-Home, Special Education Transportation (Unlimited Service 8-1/2 Hours). Special Trip Transportation is defined in Item 3.3.1 of the Agreement, using buses that are assigned to regular morning and afternoon school day runs or buses assigned as spares, billed with one (1) hour minimum.

Bus Capacity	2018/19 Hourly Rate Over 5 Hours Under 8 ½ Hours	2018/19 Hourly Rate Over 8 ½ Hours	2019/20 Hourly Rate Over 5 Hours Under 8 ½ Hours	2019/20 Hourly Rate Over 8 ½ Hours
16	\$43.00	\$64.50	\$44.16	\$66.24
W/C 5W 6P	\$43.00	\$64.50	\$44.16	\$66.24
82	\$43.00	\$64.50	\$44.16	\$66.24

E. Additional Costs

Description	2018/19 Rate	2019/20 Rate
Cost for Attendant:	\$29.00/Hour	\$29.78/Hour
Cost for Driver:	N/A	N/A
Lay Over Per Diem:	\$150.00/Day	\$154.05/Day

F. Athletic Trips, Daily Rates, Field Trips, Extra-Curricular – 82/16/W-C 5W 6P Bus Capacity

Description	2018/19 Rate	2019/20 Rate
5 Hour Base Rate	N/A	\$350.00
Excess Rate Per Hour	N/A	\$65.00
One-Way Trip	N/A	\$175.00

Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, March 2019
[1982-84=100, unless otherwise noted]

Area	Pricing Schedule ¹	Percent change to Mar. 2019 from:			Percent change to Feb. 2019 from:		
		Mar. 2018	Jan. 2019	Feb. 2019	Feb. 2018	Dec. 2018	Jan. 2019
U.S. city average.....	M	1.9	1.0	0.6	1.5	0.6	0.4
Region and area size²							
Northeast.....	M	1.7	0.7	0.5	1.3	0.5	0.2
Northeast - Size Class A.....	M	1.8	0.8	0.4	1.5	0.6	0.3
Northeast - Size Class B/C ³	M	1.5	0.6	0.6	1.1	0.4	0.1
New England ⁴	M	2.1	0.8	0.9	1.6	0.5	-0.1
Middle Atlantic ⁴	M	1.5	0.7	0.4	1.2	0.6	0.3
Midwest.....	M	1.7	1.3	0.6	1.3	0.9	0.7
Midwest - Size Class A.....	M	1.6	1.1	0.6	1.2	0.7	0.6
Midwest - Size Class B/C ³	M	1.7	1.4	0.6	1.3	0.9	0.8
East North Central ⁴	M	1.7	1.2	0.4	1.4	1.0	0.7
West North Central ⁴	M	1.5	1.4	0.9	0.9	0.6	0.6
South.....	M	1.6	1.2	0.7	1.1	0.7	0.5
South - Size Class A.....	M	1.9	1.2	0.6	1.3	0.6	0.6
South - Size Class B/C ³	M	1.5	1.3	0.7	1.1	0.7	0.5
South Atlantic ⁴	M	2.0	1.4	0.8	1.5	0.8	0.6
East South Central ⁴	M	1.0	1.2	0.6	0.7	0.8	0.6
West South Central ⁴	M	1.4	1.0	0.6	0.7	0.5	0.4
West.....	M	2.4	0.7	0.4	2.4	0.4	0.2
West - Size Class A.....	M	2.6	0.7	0.5	2.5	0.5	0.2
West - Size Class B/C ³	M	2.3	0.6	0.3	2.3	0.3	0.2
Mountain ⁴	M	2.1	0.6	0.6	1.8	-0.3	0.0
Pacific ⁴	M	2.6	0.7	0.4	2.6	0.6	0.3
Size classes							
Size Class A ⁵	M	2.0	0.9	0.5	1.7	0.6	0.4
Size Class B/C ³	M	1.7	1.0	0.6	1.4	0.6	0.4
Selected local areas							
1. Chicago-Naperville-Elgin, IL-IN-WI.....	M	1.5	0.8	0.1	1.4	1.2	0.6
Los Angeles-Long Beach-Anaheim, CA.....	M	2.7	0.7	0.6	2.5	0.7	0.1
New York-Newark-Jersey City, NY-NJ-PA.....	M	1.6	0.5	0.3	1.3	0.7	0.2
Atlanta-Sandy Springs-Roswell, GA.....	2				1.3	1.2	
Baltimore-Columbia-Towson, MD ⁶	2				0.8	0.5	
Detroit-Warren-Dearborn, MI.....	2				1.2	0.4	
Houston-The Woodlands-Sugar Land, TX.....	2				0.9	0.1	
Miami-Fort Lauderdale-West Palm Beach, FL.....	2				1.2	1.0	
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD.....	2				1.5	0.8	
Phoenix-Mesa-Scottsdale, AZ ⁷	2				2.1	-0.3	
San Francisco-Oakland-Hayward, CA.....	2				3.5	0.5	
Seattle-Tacoma-Bellevue, WA.....	2				2.7	0.7	
St. Louis, MO-IL.....	2				0.7	0.8	
Urban Alaska.....	2				2.5	0.3	
Boston-Cambridge-Newton, MA-NH.....	1	2.1	0.5				
Dallas-Fort Worth-Arlington, TX.....	1	2.7	1.1				
Denver-Aurora-Lakewood, CO.....	1	1.4	1.3				
Minneapolis-St. Paul-Bloomington, MN-WI.....	1	2.3	1.4				
Riverside-San Bernardino-Ontario, CA ⁴	1	2.8	0.7				
San Diego-Carlsbad, CA.....	1	2.2	0.5				
Tampa-St. Petersburg-Clearwater, FL ⁸	1	1.7	1.9				
Urban Hawaii.....	1	1.8	0.5				
Washington-Arlington-Alexandria, DC-VA-MD-WV ⁶	1	1.6	0.7				

¹ Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month.

1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.

² Regions defined as the four Census regions.

1. The Unit Price Log for the Transportation Services Amendment No. 1 dated May 15, 2019 is updated per Bureau of Labor Statistics Selected Local Areas "All Urban Consumers" Consumer Price Index using Los-Angeles-Long Beach-Anaheim, CA to provide for a 2.7%^{P219}

BID FORM

FOR

TRANSPORTATION SERVICES BID NO. 2018_2

BID PACKAGE NO. 1 – SCHOOL TRANSPORTATION SERVICES

FOR

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

CONTRACTOR

NAME: Durham School Services, LP

ADDRESS: 2601 Navistar Drive

Lisle, Illinois, 60532

TELEPHONE: (630) 821-5400

FAX: (630) 821-5385

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BID PRICE:

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E.

Additional Costs

Description	2018/19 Rate	2019/20 Rate
Cost for Attendant:	\$29.00/Hour	\$29.78/Hour
Cost for Driver:	N/A	N/A
Lay Over Per Diem:	\$150.00/Day	\$154.05/Day

F.

Athletic Trips, Daily Rates, Field Trips, Extra-Curricular – 82/16/W-C 5W 6P Bus Capacity

Description	2018/19 Rate	2019/20 Rate
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One-Way Trip	N/A	\$175.00

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Northeast - Size Class B/C ³	M	1.5	0.6	0.6	1.1	0.4	0.1
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Middle Atlantic ⁴	M	1.5	0.7	0.4	1.2	0.6	0.3
Midwest.....	M	1.7	1.3	0.6	1.3	0.9	0.7
Midwest - Size Class A.....	M	1.6	1.1	0.6	1.2	0.7	0.6
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South.....	M	1.6	1.2	0.7	1.1	0.7	0.5
South - Size Class A.....	M	1.9	1.2	0.6	1.3	0.6	0.6
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West.....	M	2.4	0.7	0.4	2.4	0.4	0.2
West - Size Class A.....	M	2.6	0.7	0.5	2.5	0.5	0.2
West - Size Class B/C ³	M	2.3	0.6	0.3	2.3	0.3	0.2
Mountain ⁴	M	2.1	0.6	0.6	1.8	-0.3	0.0
Pacific ⁴	M	2.6	0.7	0.4	2.6	0.6	0.3
Size classes							
Size Class A ⁵	M	2.0	0.9	0.5	1.7	0.6	0.4
Size Class B/C ³	M	1.7	1.0	0.6	1.4	0.6	0.4
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Miami-Fort Lauderdale-West Palm Beach, FL.....	2				1.2	1.0	
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD.....	2				1.5	0.8	
Phoenix-Mesa-Scottsdale, AZ ⁷	2				2.1	-0.3	
San Francisco-Oakland-Hayward, CA.....	2				3.5	0.5	
Seattle-Tacoma-Bellevue, WA.....	2				2.7	0.7	
St. Louis, MO-IL.....	2				0.7	0.8	
Urban Alaska.....	2				2.5	0.3	
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Washington-Arlington-Alexandria, DC-VA-MD-WV ⁶	1	1.6	0.7				

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1. The Unit Price Log for the Transportation Services Amendment No. 1 dated May 15, 2019 is updated per Bureau of Labor Statistics Selected Local Areas "All Urban Consumers" Consumer Price Index using Los-Angeles-Long Beach-Anaheim, CA to provide for a 2.7%

Laguna Beach Unified School District

22. ACTION

May 14, 2019

Approval: Renew Contract with American Logistics Company, LLC. for Individualized Transportation Services on a Unit Cost Basis for the 2019/20 Fiscal Year in an Amount Not-To-Exceed \$360,000

Proposal

Staff proposes the Board of Education authorize the Assistant Superintendent of Business Services to renew the contract for individualized transportation services with American Logistics Company, LLC. on a unit cost basis for the 2019/20 fiscal year, July 1, 2019, through June 30, 2020, in an amount not-to-exceed \$360,000.

Background

On April 17, 2018, the Board of Education approved the initial one-year term of the contract for individualized transportation services on a unit cost basis with American Logistics Company, LLC. They provide transportation services for special needs students requiring transport within and outside the district boundaries that cannot be performed by the general bussing transportation provider. Services include wheelchair accessible vehicles, non-emergency medical transportation, transport with the use of a car seat or safety vest, and individualized routes for special needs students to destinations outside of district boundaries. Pursuant to the terms of the contract, after the initial one-year period the District may extend the contracts up to four additional years being done so one year at a time. The term for this first renewal is from July 1, 2019, through June 30, 2020. Contractor will not increase unit costs for services as allowed per contract terms to adjust for cost increases in market conditions.

The unit cost bid for services satisfies the competitive requirements related to bid limits for services provided to local public agencies. Award of the bid does not require the District to solely contract with the vendor listed in the Board report and future services may be bid independently at the District's discretion. All work that is under the bid limit may be awarded to alternative vendors.

Budget Impact

The services in an amount not-to-exceed \$360,000.00 will be paid from the General Fund (Fund 01).

Recommended Action

Staff recommends the Board of Education approve the contract first renewal for individualized transportation services with American Logistics Company, LLC. on a unit cost basis for the 2019/20 fiscal year, July 1, 2019, through June 30, 2020, in an amount not-to-exceed \$360,000.

**AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE
LAGUNA BEACH UNIFIED SCHOOL DISTRICT AND AMERICAN LOGISTICS
COMPANY, LLC.**

This Amendment No. 1 is made to the Agreement dated April 18, 2018, and is made and entered into this 15th day of May, 2019, between the Laguna Beach Unified School District ("District") and American Logistics Company, LLC. ("Contractor"). It is agreed by the District and the Contractor as follows:

1. Article 4 – Term of Agreement

District and Contractor mutually agree to extend the Agreement for an additional one (1) year term, commencing July 1, 2019 through June 30, 2020. All other terms and conditions of Article 4 shall remain in full force and effect.

2. Except as expressly herein amended, said Agreement of April 18, 2018, shall in all respects be and remain in full force and effect.

LAGUNA BEACH UNIFIED
SCHOOL DISTRICT

AMERICAN LOGISTICS COMPANY, LLC.

By: _____
Jeff Dixon
Assistant Superintendent
Business Services

Print Name: Curtis Douglas

Title: Chief Financial Officer

Signature:  _____

Board Approval Date: _____

AGREEMENT FORM – Bid Package #2 / Individualized Transportation Services

THIS AGREEMENT, entered into this **18th day of April, 2018** in the County of Orange of the State of California, by and between the Laguna Beach Unified School District, hereinafter called the "Owner" or the "District", and **American Logistics Company, LLC.**, hereinafter called the "Contractor".

WITNESSETH that the Owner and the Contractor for the consideration stated herein agree as follows:

1. CONTRACTOR agrees to comply with all the terms and conditions set forth in the bid documents, including but not limited to the Notice Calling For Bids, Bid Objective, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Bid Bond, Information Required of Bidder, Noncollusion Declaration, Workers' Compensation Certificate, Criminal Records Check Certification, Insurance Certificates and Endorsements, General Conditions, and all modifications, addenda and amendments thereto by this reference incorporated herein. The bid documents are complementary.

2. CONTRACTOR shall timely perform everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement the service costs provided within the Bid Form, subject to any additions or deductions as provided in the bid documents. Contractor Bid Form is attached for reference.

4. The term of this Agreement shall be a minimum of one (1) year and subject to an extension for four (4) additional one year increments. Initial term of Agreement shall be **July 1, 2018 to June 30, 2019**.

5. Time is of the essence.

6. The DISTRICT shall have discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work under this Agreement by providing CONTRACTOR thirty (30) days prior written notice of termination specifying the desired date of termination. Upon receipt of written notice of such termination, CONTRACTOR shall:

- (i) Cease operations as it applies to the DISTRICT in the notice;
- (ii) Take any actions necessary, or the DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the bid documents.

In case of such termination for the DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from the DISTRICT for services satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. In the event the CONTRACTOR defaults in the performance of the Agreement as set forth in the General Conditions or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions then this Agreement shall terminate or be suspended as set forth in the General Conditions.

8. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, Governing Boards, officers, agents, and employees 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) Any injury to or death of any person(s) or damage to, loss or theft of any property 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 work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.
- (b) Any injury to or death of any person(s), or damage, loss or theft 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 work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to 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 DISTRICT, Governing Boards, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, Governing Boards, officers, agents or employees in any action, suit or other proceedings as a result thereof.

9. CONTRACTOR shall, at CONTRACTOR's sole cost and expense, provide for and maintain in force and effect, from the commencement of services until expiration of this Agreement, a policy or policies of insurance covering CONTRACTOR's services, and furnish to DISTRICT a certificate of insurance evidencing all coverage and endorsements required hereunder. CONTRACTOR shall require all subcontractors, if any, to take out and maintain the same insurance coverage set forth below.

Comprehensive General Liability
Insurance for injuries including accidental
death, to any one person in an amount not
less than
and

\$ 2,000,000.00

Subject to the same limit for each
person on account of one accident, in an
amount not less than

\$ 1,000,000.00

Broad Form Property Damage
Insurance in an amount not less than

\$ 1,000,000.00

Contractual Liability Insurance in an
amount not less than

\$ 1,000,000.00

Comprehensive Automobile Liability
Insurance covering the use of all owned, non-
owned and hired vehicles with combined
bodily injury and property damage in an
amount not less than

\$ 5,000,000.00

Statutory Workers' Compensation Insurance in
accordance with Sections 3700 and 3800 of the
Labor Code of the State of California

An endorsement to said policy(s) naming
DISTRICT as additional insureds while
rendering services under this Agreement

Sexual Abuse or Molestation in an amount
not less than

\$ 1,000,000.00

Thirty (30) days written notice to DISTRICT of cancellation or reduction in coverage.

10. If CONTRACTOR is a corporation or Limited Liability Company, the undersigned hereby represents and warrants that the entity is duly assembled and in good standing in the State of California and that Curtis Douglas, whose title is Chief Financial Officer, is authorized to act for and bind the entity.

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

12. The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the CONTRACTOR shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the CONTRACTOR, and to its purported assignee or transferee.

13. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to DISTRICT, by personal delivery thereof to DISTRICT, or by depositing same in United States mail, enclosed in a sealed envelope addressed to DISTRICT, and sent by registered or certified mail with postage prepaid;
- (2) If notice is given to CONTRACTOR, by personal delivery thereof to said, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid;

14. 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 Agreement and bid documents are complementary. CONTRACTOR warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The

CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of the DISTRICT to insist on the strict performance of the terms, conditions, and agreements of this Agreement shall not constitute or be construed as a waiver or relinquishment of the DISTRICT rights thereafter to enforce strict compliance with any such terms, conditions or agreements but the same shall continue in full force and effect.


15. 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 Boards of the DISTRICT. This Agreement shall be governed by the laws of the State of California.

16. The laws of the State of California and County of Orange shall govern the terms and conditions of this Agreement.

17. Contractor shall ensure subcontracted service providers provide, install, utilize, and maintain a security/video monitoring system on all vehicles. Contractor shall ensure subcontractors retain possession of all video recordings stored on a secure digital card for a period of not less than two weeks. The District will have full access to all data retained upon request. All recordings related to a known incident will be retained until the situation has been successfully resolved. All vehicles will be equipped with a monitoring system. Contractor ensures all vehicles will have a total of one camera per vehicle.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

Laguna Beach Unified School District

By: 
Signature

Jeff Dixon, Assistant Superintendent of
Business Services


Board Approval Date: 4/17/2018

CONTRACTOR:

Curtis Douglas
Typed or Printed Name

Chief Financial Officer
Title


Signature


Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

BID FORM

FOR

TRANSPORTATION SERVICES BID NO. 2018_2

BID PACKAGE NO. 2 – INDIVIDUALIZED TRANSPORTATION SERVICES

FOR

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

CONTRACTOR

NAME: American Logistics Company, LLC.

ADDRESS: 901 Calle Amanecer, Suite 260

San Clemente, CA 92673

TELEPHONE: (866) 999.3371 x777

FAX: (844) 845.0299

EMAIL alc@alcschools.com

TO: Laguna Beach Unified School District, acting by and through its Governing Board, herein called "Owner".

1. Pursuant to and in compliance with your Notice Calling for Bids and other documents relating thereto, the undersigned bidder, having familiarized himself 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, with the Public Works Bid Packet, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the Owner, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

BID PACKAGE NO. 2 – INDIVIDUALIZED TRANSPORTATION SERVICES

TRANSPORTATION SERVICES BID NO. 2018_2

in the Owner described above, all in strict conformance with the drawings and other Contract Documents on file at the Owner Offices of said Owner for amounts set forth herein.

2. **BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:**

Number	Number	Number	Number	Number	Number	Number	Number
<u>No. 1</u>	<u>No. 2</u>	_____	_____	_____	_____	_____	_____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. **BID PRICE:**

Originator Fee is a fixed cost trip mobilization fee. Charges for all types of transportation shall be based on portal-to-portal trips unless otherwise noted. Below in Section B. is a hypothetical and is the basis of award for the lowest qualified and responsive bidder, provided is the quantity and type of service needs for the traditional and summer school sessions for a given school year. These are reference numbers only sufficiently comprehensive to permit an appraisal of the District's needs for 2018/2019. Although the District is providing this information in good faith, the District makes no warranty or representation about its accuracy, and the District does not intend any contractor to rely solely on the accuracy of the information in submitting his or her bid.

Only the included items may be considered in the calculation of transportation costs passed on to the District: driver's salaries, fuel, maintenance of vehicles, general overhead, insurance and administration, and profit. By bidding, Contractor understands and agrees that driver's time spent inspecting, cleaning and/or fueling buses is not to be added to trip time. Paid trip time does not begin until the vehicle leaves the portal and ends at the destination portal.

**One-way trip fee includes the first 12 miles and up to 5 students inclusive. \$2.50 per mile after 12 miles.*

***One-way trip fee includes the first 12 miles, 1 wheelchair student and up to 3 additional ambulatory students. \$2.50 per mile after 12 miles. Vehicle capacity is determined by student requirements and vehicle availability. Wheelchair fee to be added and included in Category pricing below.*

A. **Unit Prices**

Type of Transportation	Originator Fee	Labor	Mileage
Up to 3 Passengers	\$ 60.00* Fixed	\$ 0.00 Per Hour	\$ 2.50 after 12. Per Mile
Up to 7 Passengers	\$ 60.00* Fixed	\$ 0.00 Per Hour	\$ 2.50 after 12. Per Mile
Up to 3 Passengers Wheelchair Capable Van	\$ 60.00** Fixed	\$ 0.00 Per Hour	\$ 2.50 after 12. Per Mile
Up to 7 Passengers Wheelchair Capable Van	\$ 60.00** Fixed	\$ 0.00 Per Hour	\$ 2.50 after 12. Per Mile

Category	Pricing
Car Seat	\$ <u>5.00</u> per student Fixed
Wheelchair	\$ <u>25.00</u> per student Fixed _____
Safety Vest	\$ <u>5.00</u> per student _____
Aide (hourly)	\$ <u>11.00*</u> (per hour, 2 hour minimum) Hourly _____
Waiting Time (Per Hour after 15 minutes)	\$ <u>30.00</u> (per hour, billed in 15 min. increments) Hourly _____

****ALC does not charge to transport District provided Aide/Monitor.***

Please see "ALC Pricing Overview" Section for further details on pricing.

B. Hypothetical

Hypothetical Runs (Trip) shall include mobilization fee, mileage, and other unit costs as bid and in accordance with unit costs provided above in Section A. to complete the below bid form pricing sheet. The bid award is based on the TOTAL of all Passenger Totals as quantified for each passenger. Bidder is to insert Run Amount, and then multiply the Run Amount by the given No. of Runs Per Year, and insert the amount into the Passenger Total space. The sum of the entire Passenger Total column is to be inserted into the TOTAL space at the bottom of the table. (Run Amount) x (No. of Runs Per Year) = Passenger Total

No. of Riders	Passenger	Portal Address	Start/Return Time	Miles Per Run	Run Amount	No. of Runs Per Year	Passenger Total
4	Student 1	1 Woodswallow Lane, ALISO VIEJO, CA 25151 Pradera Drive, MISSION VIEJO, CA	8:30 AM 2:30 PM	7	\$ 60.00	300	\$ 18,000.00
1	Student 2	100 San Tropez Ct, LAGUNA BEACH, CA 274 San Tropez Ct, LAGUNA BEACH, CA	9:00 AM 3:30 PM	7	\$ 60.00	300	\$ 18,000.00
2	Student 3	3100 Tyrol Drive, LAGUNA BEACH, CA 24071 Carrillo Dr, MISSION VIEJO, CA	7:30 AM 3:00 PM	19	\$ 77.50	60	\$ 4,650.00
2	Student 4	1500 Via Capri, LAGUNA BEACH, CA 1 Osborn St, IRVINE, CA	9:00 AM 3:00 PM	14	\$ 65.00	180	\$ 11,700.00
4	Student 5	60 Hummingbird Lane, ALISO VIEJO, CA 25121 Pradera Dr, MISSION VIEJO, CA	8:30 AM 2:30 PM	7	\$ 60.00	300	\$ 18,000.00
4	Student 6	400 Poplar St, LAGUNA BEACH, CA 25121 Pradera Dr, MISSION VIEJO, CA	8:30 AM 2:30 PM	16	\$ 70.00	300	\$ 21,000.00
4	Student 7	3000 Mountain View Drive, LAGUNA BEACH, CA 25121 Pradera Dr, MISSION VIEJO, CA	8:30 AM 2:30 PM	18	\$ 75.00	300	\$ 22,500.00
1	Student 8	3200 Bern Ct, LAGUNA BEACH, CA 19262 Jamboree Rd, IRVINE, CA	7:30 AM 3:00 PM	18	\$ 75.00	150	\$ 11,200.00
1	Student 9	100 Cinnamon Teal, ALISO VIEJO, CA 19262 Jamboree Rd, IRVINE, CA	7:30 AM 3:00 PM	13	\$ 62.50	140	\$ 8,750.00
1	Student 10	1500 Skyline Dr, LAGUNA BEACH, CA 25121 Pradera Dr, MISSION VIEJO, CA	7:30 AM 3:00 PM	18	\$ 75.00	260	\$ 19,500.00
1	Student 11	200 Beverly Street, LAGUNA BEACH, CA 25401 Paseo De Valencia, LAGUNA HILLS, CA	7:30 AM 3:00 PM	9	\$ 60.00	240	\$ 14,400.00
1	Student 12	100 Cozumel, LAGUNA BEACH, CA 24150 Undley St, MISSION VIEJO, CA	7:30 AM 3:00 PM	6	\$ 60.00	110	\$ 6,600.00
1	Student 13 w/WC	2600 Laguna Canyon Rd, LAGUNA BEACH, CA 24521 Moulton Parkway, LAGUNA WOODS, CA	7:30 AM 3:00 PM	6	\$ 85.00	320	\$ 27,200.00
1	Student 14	500 Brooks Street, LAGUNA BEACH, CA 9790 Finch Avenue, FOUNTAIN VALLEY, CA	7:30 AM 3:00 PM	24	\$ 90.00	370	\$ 33,300.00
1	Student 15	2900 Alta Laguna Boulevard, LAGUNA BEACH, CA 24071 Carrillo Dr, MISSION VIEJO, CA	7:30 AM 3:00 PM	19	\$ 77.50	290	\$ 22,475.00
2	Student 16	100 Cozumel, LAGUNA BEACH, CA 1 Osborn St, IRVINE, CA	9:00 AM 3:00 PM	9	\$ 60.00	180	\$ 10,800.00
1	Student 17	100 Cozumel, LAGUNA BEACH, CA 25632 Peter A Hartman Way, MISSION VIEJO, CA	7:30 AM 3:00 PM	6	\$ 60.00	10	\$ 600.00
1	Student 18	100 San Tropez Ct, LAGUNA BEACH, CA 24150 Undley St, MISSION VIEJO, CA	7:30 AM 3:00 PM	6	\$ 60.00	100	\$ 6,000.00
	Car Seat				\$ 5.00	860	\$ 4,300.00
	Safety Vest				\$ 5.00	160	\$ 800.00
	No Show / Late Cancel				\$ N/A	210	\$ N/A

TOTAL \$ 279,775.00

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS FOR ITEMS B. ABOVE:

Two Hundred and Seventy Nine Thousand, Seven Hundred and Seventy Five DOLLARS

(\$ 279,775.00)

4. **TIME FOR COMPLETION:** The Owner may give a notice to proceed within sixty (60) days of the award of the bid by the Owner. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Service.

In the event that the Owner desires to postpone giving the notice to proceed beyond this sixty (60) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the Owner. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

It is understood that the Owner reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of sixty (60) days after the date set for the opening of bids.

5. Attached is bid security in the amount of not less than **ten percent (10%)** of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

6. The required List of Designated Subcontractors is attached hereto.

7. The required Non-Collusion Declaration is attached hereto.

8. It is understood and agreed that if written notice of the acceptance of this bid is mailed, emailed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the Owner a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the Owner the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the Owner's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

9. The names of all persons interested in the foregoing proposal as principals are as follows:

American Logistics Company, LLC. (ALC)

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

10. **PROTEST PROCEDURES.** If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

11. The undersigned bidder shall be licensed/certified as required by law to perform services included within the scope of services outlined in the Bid Documents.

12. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the Owner may declare the bidder's bid deposit or bond forfeited as damages.

13. The bidder declares that he/she has carefully examined the location(s) of the proposed Project, that he/she has examined the Contract Documents (Bid Documents), including the General Conditions, Supplemental Conditions, Special Conditions, Addenda, Specifications, and all other documents contained in the Public Works Bid Packet, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

American Logistics Company, LLC.

Proper Name of Company

Curtis Douglas, Chief Financial Officer

Name of Bidder Representative

901 Calle Amanecer, Suite 260

Street Address

San Clemente, CA 92673

City, State, and Zip

(866) 999.3371 x777

Phone Number

(844) 245.0299

Fax Number

alc@alcschools.com

E-Mail

By:


Signature of Bidder Representative

Date: 3/14/2018

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

Laguna Beach Unified School District

23. ACTION

May 14, 2019

Approval: Renew Contract with BrightView Landscape Services, Inc. for Grounds Maintenance Services on a Unit Cost Basis for the 2019/20 Fiscal Year in an Amount Not-To-Exceed \$360,000

Proposal

Staff proposes the Board of Education authorize the Assistant Superintendent of Business Services to renew the contract for grounds maintenance services with BrightView Landscape Services, Inc. on a unit cost basis for the 2019/20 fiscal year, July 1, 2019, through June 30, 2020, in an amount not-to-exceed \$360,000.

Background

On May 22, 2018, the Board of Education approved the initial one-year term of the contract for grounds maintenance services on a unit cost basis. The procurement method provides for routine maintenance and repair of landscape and includes the performance of services utilizing organic non-toxic methods. Pursuant to the terms of the contract, after the initial one-year period the District may extend the contracts up to four additional years being done so one year at a time. The term for this first renewal is from July 1, 2019, through June 30, 2020. Contractor will increase unit costs for services 2.7% as allowed per contract terms to adjust for cost increases in market conditions.

The unit cost bid for services satisfies the competitive requirements related to bid limits for services provided to local public agencies. Award of the bid does not require the District to solely contract with the vendor listed in the Board report and future services may be bid independently at the District's discretion. All work that is under the bid limit may be awarded to alternative vendors.

Budget Impact

The services in an amount not-to-exceed \$360,000.00 will be paid from the General Fund (Fund 01).

Recommended Action

Staff recommends the Board of Education approve the contract first renewal for grounds maintenance services with BrightView Landscape Services, Inc. on a unit cost basis for the 2019/20 fiscal year, July 1, 2019, through June 30, 2020, in an amount not-to-exceed \$360,000.

AGREEMENT FORM

THIS AGREEMENT, entered into this 23rd day of May, 2018 in the County of Orange of the State of California, by and between the Laguna Beach Unified School District, hereinafter called the "District", and BrightView Landscape Services, Inc., hereinafter called the "Contractor".

WITNESSETH that the District and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with Grounds Maintenance Services ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The District will issue a separate purchase order for the landscape site maintenance and for the landscape planting and irrigation maintenance projects per the unit costs identified within the bid form and pursuant to this Agreement with the specific scope of work. Any discrepancies or conflicts between any purchase orders and this Agreement shall be governed and construed in favor of this Agreement. All work set forth in a purchase order pursuant to this Agreement shall be collectively referred to herein as the "Project". The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Owner, or Owner's representative, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: Once the Contractor has received a notice to proceed, the Contractor shall complete the Project of the work within the time prescribed by the District within the Bid Documents for the grounds maintenance of each school district property. This shall be called Contract Time. It is expressly understood that time is of the essence.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of One Thousand Dollars (\$1,000.00) per business day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the District) as liquidated damages and not as a penalty or forfeiture. In the event liquidated damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract. This Article shall not be construed as preventing the District from the recovery of damages (actual or other) under the Contract Documents.

ARTICLE 4 – TERM OF AGREEMENT: The initial one-year contract period for the prices set forth in the Bid shall be from July 1, 2018 through June 30, 2019 ("Initial Term"). After expiration of the Initial Term, the DISTRICT, in its sole discretion, may elect to exercise an option to extend this Contract for a total of four additional years. The DISTRICT shall exercise each additional option year one year at a time. The DISTRICT shall inform the CONTRACTOR of its decision to exercise each additional option year on or before the expiration of the previous Contract term. If the District extends the Initial Term, the Contractor must provide new payment and performance bonds in the form set forth herein for each

additional extension year in the amount of the contract. Failure to provide the bonds shall result in termination of this Agreement.

ARTICLE 5 - CONTRACT PRICE: The District 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 Contract Documents, the sum not-to-exceed **Three Hundred and Sixty Thousand Dollars (\$360,000.00)** being based on the unit costs stipulated in the Bid Contractor submitted. The District will issue separate purchase orders pursuant to this Agreement with the specific scope of work and the purchase order shall reference this Agreement. Payment shall be made as set forth in the General Conditions. Contractor is to provide a payment bond in the amount of the services provided and a performance bond is not required.

ARTICLE 6 – PRICE ADJUSTMENT: Any adjustments to the Contractor's pricing set forth in the Bid shall be made in accordance with the Bid Form. The minimum term of this contract is for one (1) year and may be extended upon mutual consent for an additional four (4) one year periods in accordance with the provisions contained within the Educational Code, section 17596 (K-12). Prices may be negotiated subject to existing market conditions as determined by the Consumer Price Index (CPI) but may never exceed 5% in one year.

ARTICLE 7 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified here in this Article and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA")

ARTICLE 8 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract 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 inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 9 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Public Works Bid Packet (in entirety)
Maintenance Documents (Plans and Specifications)
Addendums

All of the above named Contract Documents are intended to be complementary work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 10 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 11 - RECORD AUDIT: In accordance with Government Code section 8546.7 (and Davis Bacon, if applicable) and the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after completion of services.

ARTICLE 12 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

Laguna Beach Unified School District

By: _____
Signature

Jeff Dixon, Assistant Superintendent of
Business Services

Board Approval Date: 5/22/18

CONTRACTOR: BRIGHTVIEW LANDSCAPE SERVICES

JOSHUA DAKE
Typed or Printed Name

SR. VICE PRESIDENT
Title

[Signature]
Signature

Fred Freund

Type or Printed Name

VP Finance

[Signature]
Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

**AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE
LAGUNA BEACH UNIFIED SCHOOL DISTRICT AND BRIGHTVIEW LANDSCAPE
SERVICES, INC.**

This Amendment No. 1 is made to the Agreement dated May 23, 2018, and is made and entered into this 15th day of May, 2019, between the Laguna Beach Unified School District ("District") and BrightView Landscape Services, Inc. ("Contractor"). It is agreed by the District and the Contractor as follows:

1. Article 4 – Term of Agreement

District and Contractor mutually agree to extend the Agreement for an additional one (1) year term, commencing July 1, 2019 through June 30, 2020. All other terms and conditions of Article 4 shall remain in full force and effect.

2. Article 6 – Price Adjustment.

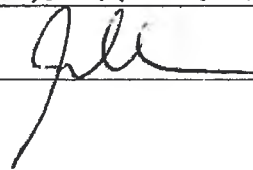
A revised Unit Price Log for the renewal term is attached hereto as Exhibit A and incorporated herein per terms included within Article 6. All other terms and conditions of Article 6 shall remain in full force and effect.

3. Except as expressly herein amended, said Agreement of May 23, 2018, shall in all respects be and remain in full force and effect.

LAGUNA BEACH UNIFIED
SCHOOL DISTRICT

BRIGHTVIEW LANDSCAPE SERVICES,
INC.

By: _____
Jeff Dixon
Assistant Superintendent
Business Services

Print Name: JOSHUA DARE
Title: Sr. Vice President
Signature: 

Board Approval Date: _____

**ATTACHMENT A - AMMENDMENT 1 to the Grounds
Maintenance Services Contract dated May 23, 2018**

GROUNDS MAINTENANCE SCHEDULE - UPDATE QUANTITY ONLY	2018/19 Unit Cost Price	2019/20 Unit Cost Price
1. Turf - Common Areas	Unit Price	Unit Price
Mowing weekly (weather permitting)	\$341.25	\$350.46
Hard Edging & Soft Edging	\$520.00	\$534.04
Pre-emergent Weed Control	\$784.00	\$805.17
Post-emergent Weed Control	\$260.00	\$267.02
Fertilization (21-2-4 Nitra King)	\$982.00	\$1,008.51
Fertilization (44-0-0 100% Polyon ST)	\$982.00	\$1,008.51
Aeration	\$2,130.00	\$2,187.51
2. Baseball Field - L.B.H.S. Specific	Unit Price	Subtotal
Mowing weekly (weather permitting)	\$32.50	\$33.38
Vertical Edge	\$32.50	\$33.38
Pre-emergent Weed Control	\$196.00	\$201.29
Post-emergent Weed Control	\$196.00	\$201.29
Fertilize Infield	\$140.00	\$143.78
Fertilize Outfield	\$157.00	\$161.24
Patch sod where needed	\$960.00	\$985.92
Fill Outfield holes	\$640.00	\$657.28
Irrigation Inspection, Repairs & Minor Adjustments	\$55.00	\$56.49
Irrigation Controller Programming	\$110.00	\$112.97
Import 1 truckload of infield dirt, Laser Level, re-build mound	\$0.00	\$0.00
Import 1 truckload of warning track dirt, compact, level	\$0.00	\$0.00
Aeration	\$445.00	\$457.02
Dethatching	\$445.00	\$457.02
Overseeding w/ Bermuda grass	\$850.00	\$872.95
3. Planter beds / Shrubs	Unit Price	Subtotal
Prune and Detail	\$1,950.00	\$2,002.65
Pre-emergent Weed Control	\$392.00	\$402.58
Post-Emergent Weed Control	\$392.00	\$402.58
Fertilization	\$520.00	\$534.04
Insecticide / Fungicide Application (as needed)	\$784.00	\$805.17
4. Slopes (excludes fuel modification zone)	Unit Price	Subtotal
Prune and Detail	\$2,860.00	\$2,937.22
Pre-emergent Weed Control	\$392.00	\$402.58
Post-Emergent Weed Control	\$392.00	\$402.58
Fertilization	\$392.00	\$402.58
Insecticide / Fungicide Application (as needed)	\$784.00	\$805.17
5. Trees	Unit Price	Subtotal
Pruning trees under 15' in height	\$520.00	\$534.04
Fertilization	\$130.00	\$133.51
Insect / Disease Control (as needed)	\$294.00	\$301.94
Stake adjustment / removal	\$260.00	\$267.02
Maintain uniform tree rings in turf and planters	\$390.00	\$400.53
Organic Maintenance Alternate	Unit Price	Subtotal
Provide Organic Landscape Maintenance as an Approved Bid Alternate. Annual cost is \$21,156.00 or \$1,763.00/Month	\$1,763.00	\$1,810.60

The Unit Price Log for the Grounds Maintenance Services Amendment No 1 dated May 15, 2019 is updated per Bureau of Labor Statistics "All Urban Consumers" Consumer Price Index using Table A for "Services less energy services" to provide for a 2.7% increase to the prior year unit rates.

As a requirement of this bid, the contractor will follow the parameters listed below when pricing any and all extra work to the District. Extra work includes but is not limited to the following scope of work; irrigation, planting, mulch, soil amendments, tree pruning, tree removals, tree health care, grading, turf renovations, landscape lighting (repair, replacement or installation) rock / boulder installations and synthetic turf installation or replacement. Price materials and labor separately. Contractor may be required to submit invoices for extra work to verify cost plus markup.

Item #	Item Description:	% Markup above contractor's wholesale cost From Bid Form:	2018/19 Unit Cost Price Unit Price	2019/20 Unit Cost Price Unit Price
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1. Plant Material

1a	Groundcover - dirt flat	15%	N/A	N/A
1b	Succulent Groundcover - dirt flat	15%	N/A	N/A
1c	1 Gallon standard shrub	15%	N/A	N/A
1d	1 Gallon premium shrub	15%	N/A	N/A
1e	1 Gallon Succulent	15%	N/A	N/A
1f	2 Gallon Carpet Rose	15%	N/A	N/A
1g	5 Gallon standard shrub	15%	N/A	N/A
1h	5 Gallon Iceberg Rose	15%	N/A	N/A
1i	5 Gallon Vine on Stake	15%	N/A	N/A
1j	5 Gallon Premium shrub	15%	N/A	N/A
1k	5 Gallon Succulent	15%	N/A	N/A
1l	15 Gallon standard shrub	15%	N/A	N/A
1m	15 gallon Premium Shrub	15%	N/A	N/A
1n	15 Gallon Tree w/ 2 stakes & ties	15%	N/A	N/A
1o	24" box standard tree w/ 2 stakes & ties	15%	N/A	N/A
1p	24" box multi trunk tree	15%	N/A	N/A
1q	36" standard tree w/ 2 stakes & ties	15%	N/A	N/A
1r	36" multi trunk tree	15%	N/A	N/A

2. Irrigation Parts

2a	1804 Spray Head w/ SAM Rainbird	15%	N/A	N/A
2b	1806 Spray Head w/ SAM Rainbird	15%	N/A	N/A
2c	1812 12 Spray Head w/ SAM Rainbird	15%	N/A	N/A
2d	G4 Solenoid Assembly	15%	N/A	N/A
2e	PGP Ultra 4 Pop Sprinkler w/ Check Valve	15%	N/A	N/A
2f	PGP Ultra 12 Pop Up Sprinkler	15%	N/A	N/A
2g	Steel	15%	N/A	N/A
2h	Degrees	15%	N/A	N/A

Item #	Item Description:	% Markup above contractor's wholesale cost From Bid Form:	2018/19 Unit Cost Price Unit Price	2019/20 Unit Cost Price Unit Price
2i	1/2" Quik-Fix Repair Coupling	15%	N/A	N/A
2j	3/4" Quik-Fix Repair Coupling	15%	N/A	N/A
2k	1" Quik-Fix Repair Coupling	15%	N/A	N/A
2l	1 1/2" Quik-Fix Repair Coupling	15%	N/A	N/A
2m	2" Quik-Fix Repair Coupling	15%	N/A	N/A
2n	2 1/2" Quik-Fix Repair Coupling	15%	N/A	N/A
2o	1" Electric Valve Brass Rainbird	15%	N/A	N/A
2p	1-1/2" Elect Valve Brass Rainbird	15%	N/A	N/A
2q	2" Elect Valve Brass Rainbird	15%	N/A	N/A
2r	Traditional Spray Nozzles	15%	N/A	N/A
2s	Hunter MP Rotator Nozzle	15%	N/A	N/A
2t	Pre-Filled Dri-Splice Crimp Connectors ea	15%	N/A	N/A
2u	and Cover NDS	15%	N/A	N/A
2v	Cover ICV Green NDS	15%	N/A	N/A
2w	10 Round Green Box/Lid ICV Only NDS	15%	N/A	N/A
2x	Rebar #4 X 24 Straight Mwr	15%	N/A	N/A

3. Mulch & Soil Amendments				
3a	Planter Mix - two cubic foot bag	20%	N/A	N/A
3b	Acid Planter Mix - two cubic foot bag	20%	N/A	N/A
3c	Gro-Power 25# Bag	20%	N/A	N/A
3d	Forest Floor .5" to 1.5" Mulch per Yard	20%	N/A	N/A
3e	Topsoil per Yard	20%	N/A	N/A

4. Tree Removals				
4a	1"-3" diameter trunk at breast height		\$110.00	\$112.97
4b	4-6" diameter trunk at breast height		\$165.00	\$169.46
4c	7"-12" diameter trunk at breast height		\$275.00	\$282.43
4d	13"-18" diameter trunk at breast height		\$485.00	\$498.10
4e	19"-26" diameter trunk at breast height		\$975.00	\$1,001.33
4f	27"-36" diameter trunk at breast height		\$1,750.00	\$1,797.25
4g	37"-48" diameter trunk at breast height		\$3,500.00	\$3,594.50

Item #	Item Description:	% Markup above contractor's wholesale cost From Bid Form:	2018/19 Unit Cost Price Unit Price	2019/20 Unit Cost Price Unit Price
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5. Labor for Extra Work				
5a	Landscape Maint. - General Laborer		\$35.00	\$35.95
5b	Landscape Maint. - Crew Leader / Leadman		\$45.00	\$46.22
5c	Landscaper - Equipment Operator		\$60.00	\$61.62
5d	Landscaper - Installation Crew Leader		\$60.00	\$61.62
5e	Landscaper - Installation Laborer		\$40.00	\$41.08
5f	Irrigation Laborer		\$45.00	\$46.22
5g	Irrigation Technician		\$60.00	\$61.62
5h	Landscape Designer		\$125.00	\$128.38
5i	I.S.A. Certified Tree Worker		\$75.00	\$77.03
5j	Tree climber (non-certified)		\$65.00	\$66.76
5k	Spray Technician		\$65.00	\$66.76
5l	Emergency Response (after hours) per hour		\$65.00	\$66.76

Contractor will follow the parameters listed below when pricing any and all extra tree care work. Include all direct, indirect, materials, equipment, labor, traffic control, etc. to provide complete and turnkey services per the below unit rates.

Item #	Species	Quantity	Time of Year	Objective	Price per Tree 2018/19	Price per Tree 2019/20
1. Bus Yard (Located at 2003 Laguna Canyon Road)						
1a	Bottlebrush		Summer	Crown Thin 50%, Reduce for Road Visibility	\$ 104.40	\$ 107.22
ab	Ash (Large)		Summer	Crown Thin 40%, Shape	\$ 652.50	\$ 670.12
1c	Eucalyptus		Summer	Crown Thin 50%, Prune Away From Road	\$ 156.60	\$ 160.83
1d	Chinese Elm		Summer	Crown Thin 30%, Shape	\$ 192.27	\$ 197.46

2. El Morro Elementary School (8681 N. Coast Hwy.)						
2a	Sycamore		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 69.60	\$ 71.48
2b	New Zealand Xmas Tree		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 43.50	\$ 44.67
2c	Chinese Elm		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 39.15	\$ 40.21
2d	Chinese Elm (Large)		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 130.50	\$ 134.02
2e	Strawberry Tree		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 29.00	\$ 29.78
2f	Mulberry Tree		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 46.40	\$ 47.65
2g	Acacia		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 43.50	\$ 44.67
2h	Ficus		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 130.50	\$ 134.02
2i	Giant Yucca		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 65.25	\$ 67.01
2j	Magnolia		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 87.00	\$ 89.35
2k	Pittosporum		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 36.25	\$ 37.23
2l	Queen Palm		Early Spring	Prune to 10&2, Remove Fruit	\$ 43.50	\$ 44.67
2m	Juniper		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 58.00	\$ 59.57
2n	Eucalyptus (Large)		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 130.50	\$ 134.02
2o	Eucalyptus (XL)		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 174.00	\$ 178.70
2p	Pine (XL)		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ -	\$ -
2q	Pine (L)		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ -	\$ -
2r	Oak		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ -	\$ -
2s	Pine Removal			Flush Cut	\$ 783.00	\$ 804.14

3. Laguna Beach High School (625 Park Ave.)						
3a	Brisbane Box		Summer	Crown Thin 25%, Shape, Crown Raise	\$ 50.46	\$ 51.82
3b	Crape Myrtle		Summer	Crown Thin 25%, Shape, Crown Raise	\$ 50.46	\$ 51.82
3c	African Sumac		Summer	Crown Thin 25%, Shape, Crown Raise	\$ 43.50	\$ 44.67
3d	Honey Locust		Summer	Crown Thin 25%, Shape, Crown Raise	\$ 21.75	\$ 22.34
3e	Bottlebrush (Med)		Summer	Crown Thin 25%, Shape, Crown Raise	\$ 43.50	\$ 44.67
3f	Bottlebrush (XL)		Summer	Crown Thin 25%, Shape, Crown Raise	\$ 104.40	\$ 107.22
3g	Ficus		Summer	Crown Thin 25%, Shape, Crown Raise	\$ 104.40	\$ 107.22
3h	Acacia		Summer	Crown Thin 25%, Shape, Crown Raise	\$ 43.50	\$ 44.67
3i	Chinese Flame Tree		Summer	Crown Thin 25%, Shape, Crown Raise	\$ 50.46	\$ 51.82
3j	Bradford Pear		Summer	Crown Thin 25%, Shape, Crown Raise	\$ 50.46	\$ 51.82
3k	Loquat		Summer	Crown Thin 25%, Shape, Crown Raise	\$ 43.50	\$ 44.67
3l	Carrotwood		Summer	Crown Thin 25%, Shape, Crown Raise	\$ 39.15	\$ 40.21
3m	Elm Species		Summer	Crown Thin 25%, Shape, Crown Raise	\$ 54.81	\$ 56.29
3n	Bottle Tree		Summer	Crown Thin 25%, Shape, Crown Raise	\$ 52.20	\$ 53.61
3o	Magnolia		Summer	Crown Thin 25%, Shape, Crown Raise	\$ 36.54	\$ 37.53
3p	Carob Tree		Summer	Crown Thin 25%, Shape, Crown Raise	\$ 43.50	\$ 44.67
3q	Sweet Shade		Summer	Crown Thin 25%, Shape, Crown Raise	\$ 43.50	\$ 44.67
3r	Chinese Elm		Summer	Crown Thin 25%, Shape, Crown Raise	\$ 72.21	\$ 74.16
3s	King Palm		Summer	Prune to 10&2, Remove Fruit	\$ 50.75	\$ 52.12
3t	Mexican Fan Palm		Summer	Prune to 10&2, Remove Fruit	\$ 58.00	\$ 59.57
3u	Queen Palm		Summer	Prune to 10&2, Remove Fruit	\$ 50.75	\$ 52.12

Item #	Species	Quantity	Time of Year	Objective	Price per Tree 2018/19	Price per Tree 2019/20
3v	California Fan Palm		Summer	Prune to 10&2, Remove Fruit	\$ 65.25	\$ 67.01
3w	Date Palm		Summer	Prune to 9&3, Remove Fruit	\$ 104.40	\$ 107.22
3x	Sycamore (Med)		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 43.50	\$ 44.67
3y	Sycamore (Large)		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 104.40	\$ 107.22
3z	Eucalyptus (Small)		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 28.71	\$ 29.49
3aa	Eucalyptus (Large)		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 139.20	\$ 142.96
3ab	Brazilian Pepper		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 58.29	\$ 59.86
3ac	Norfolk Island Pine		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ -	\$ -

4. District Office (550 Blumont Street)						
4a	African Sumac		Summer	Crown Thin 25%, Shape, Crown Raise	\$ 52.20	\$ 53.61
4b	Ficus (Reduce)		Summer	Crown Thin 25%, Shape, Crown Raise	\$ 239.25	\$ 245.71
4c	Ficus (Thin)		Summer	Crown Thin 25%, Shape, Crown Raise	\$ 261.00	\$ 268.05
4d	Brazilian Pepper		Summer	Crown Thin 25%, Shape, Crown Raise	\$ 65.25	\$ 67.01
4e	Podocarpus		Summer	Crown Thin 25%, Shape, Crown Raise	\$ 261.00	\$ 268.05
4f	King Palm		Summer	Prune to 10&2, Remove Fruit	\$ 43.50	\$ 44.67
4g	Queen Palm		Summer	Prune to 10&2, Remove Fruit	\$ 43.50	\$ 44.67
4h	Mexican Fan Palm		Summer	Prune to 10&2, Remove Fruit	\$ 50.46	\$ 51.82
4i	Canary Island Date Palm		Summer	Remove Dead Fronds&Fruit, Raise for B	\$ 217.50	\$ 223.37
4j	Afghan Pine		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 217.50	\$ 223.37
4k	Juniper		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ -	\$ -
4l	Torrey Pine		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ -	\$ -
4m	Giant Yucca		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ -	\$ -

5. Thurston Middle School (2100 Park Ave.)						
5a	Brisbane Box		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 34.80	\$ 35.74
5b	Oak		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 34.80	\$ 35.74
5c	California Pepper		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 34.80	\$ 35.74
5d	Chinese Elm		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 43.50	\$ 44.67
5e	Melaleuca		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 26.10	\$ 26.80
5f	Magnolia		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 34.80	\$ 35.74
5g	Podocarpus		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 43.50	\$ 44.67
5h	Weeping Fig		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 43.50	\$ 44.67
5i	Eucalyptus		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 130.50	\$ 134.02
5j	Tree Acacia		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ -	\$ -
5k	Brazilian Pepper		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ -	\$ -
5l	Sycamore		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ -	\$ -
5m	Willow Species		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ -	\$ -
5n	Canary Island Pine		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ -	\$ -
5o	Myoporum		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ -	\$ -
5p	Juniper		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ -	\$ -
5q	Stone Pine		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ -	\$ -
5r	Honey Locust		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ -	\$ -
5s	Laurel Sumac		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ -	\$ -
5t	Pine Removal			Flush Cut	\$ 1,044.00	\$ 1,072.19

6. Top of the World Elementary School (21601 Treetop Lane)						
6a	Brazilian Pepper		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 58.00	\$ 59.57
6b	Brisbane Box		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 36.25	\$ 37.23
6c	California Sycamore		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 58.00	\$ 59.57

Item #	Species	Quantity	Time of Year	Objective	Price per Tree 2018/19	Price per Tree 2019/20
6d	Ficus		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 72.50	\$ 74.46
6e	Camphor		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 50.75	\$ 52.12
6f	Jacaranda		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 50.75	\$ 52.12
6g	Chinese Elm		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 36.25	\$ 37.23
6h	Oleander		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 50.75	\$ 52.12
6i	Acacia		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 43.50	\$ 44.67
6j	Queen Palm		Early Spring	Prune to 10&2, Remove Fruit	\$ 43.50	\$ 44.67
6k	Eucalyptus		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ 130.50	\$ 134.02
6l	Pine Tree		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ -	\$ -
6m	Southern Live Oak		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ -	\$ -
6n	Coast Live Oak		Early Spring	Crown Thin 25%, Shape, Crown Raise	\$ -	\$ -
6o	Eucalyptus			Flush Cut	\$ 783.00	\$ 804.14

Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Mar. 2018 - Mar. 2019
Percent change

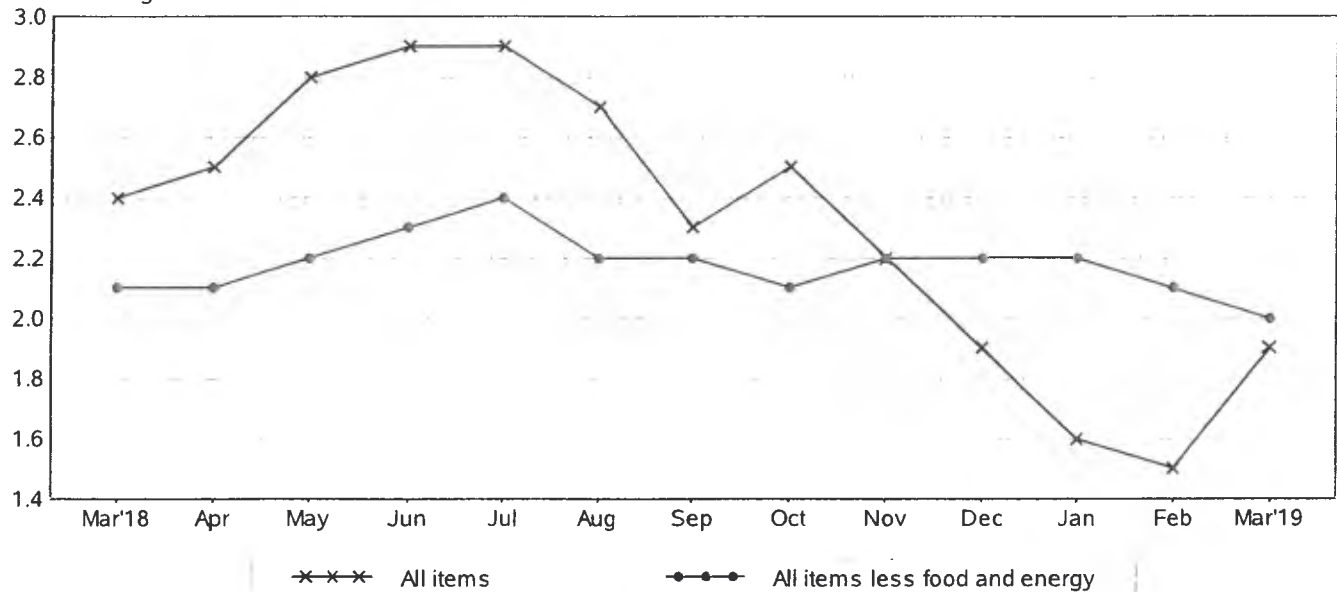


Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Mar. 2019
	Sep. 2018	Oct. 2018	Nov. 2018	Dec. 2018	Jan. 2019	Feb. 2019	Mar. 2019	
All items .....	.1	.3	.0	.0	.0	.2	.4	1.9
Food .....	.1	.0	.2	.3	.2	.4	.3	2.1
Food at home	-.1	-.1	.1	.3	.1	.4	.4	1.4
Food away from home ¹ .....	.2	.1	.3	.4	.3	.4	.2	3.0
Energy	-1.0	2.1	-2.8	-2.6	-3.1	.4	3.5	-.4
Energy commodities	-1.1	2.6	-5.0	-5.7	-5.3	1.5	6.2	-.6
Gasoline (all types)	-1.2	2.7	-5.2	-5.8	-5.5	1.5	6.5	-.7
Fuel oil	-.7	3.2	-2.9	-9.4	-1.3	2.6	2.1	-.4
Energy services	-.9	1.3	.2	1.5	-.5	-.8	.3	-.1
Electricity	-.7	1.8	.2	.4	-.6	-.3	.4	.3
Utility (piped) gas service	-1.5	-.5	.2	5.1	-.3	-2.4	-.1	-1.4
All items less food and energy .....	.2	.2	.2	.2	.2	.1	.1	2.0
Commodities less food and energy								
commodities	-.1	.3	.2	.0	.4	-.2	-.2	.0
New vehicles .....	.0	-.2	.0	.0	.2	-.2	.4	.7
Used cars and trucks	-2.1	2.5	2.5	-.5	.1	-.7	-.4	.4
Apparel	-.9	.2	-.6	.0	1.1	.3	-1.9	-2.2
Medical care commodities	-.2	-.1	.5	-.4	.1	-1.0	.4	-.6
1. Services less energy services .....	.3	.2	.2	.2	.2	.2	.3	2.7
Shelter .....	.2	.2	.3	.3	.3	.3	.4	3.4
Transportation services .....	.5	.1	.0	-.1	-.2	-.1	.0	1.0
Medical care services .....	.3	.2	.4	.4	.3	.0	.3	2.3

¹ Not seasonally adjusted.

1. The Unit Price Log for the Grounds Maintenance Services Amendment No. 1 dated May 15, 2019 is updated per Bureau of Labor Statistics "All Urban Consumers" Consumer Price Index using Table A for "Services less energy services" to provide for a 2.7% increase to the prior year unit rates.