



**LAGUNA BEACH  
UNIFIED SCHOOL DISTRICT**

# **AGENDA**

**Regular Meeting  
of the  
Board of Education**

**September 24, 2019**

**Vision:**

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

**Mission:**

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

**ADMINISTRATION**

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

**BOARD OF EDUCATION**

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

For information regarding Laguna Beach Unified School District, please visit our website: [www.lbusd.org](http://www.lbusd.org)

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

September 24, 2019

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

**AGENDA**

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

- 1. CALL TO ORDER**
- 2. ROLL CALL TO ESTABLISH QUORUM**
- 3. PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS**
- 4. ADJOURN TO CLOSED SESSION**

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

- 5. CALL TO ORDER - OPEN SESSION**
- 6. PLEDGE OF ALLEGIANCE**
- 7. REPORT ON CLOSED SESSION ACTION**
- 8. ADOPTION OF AGENDA**
- 9. RECOGNITIONS**

**a. None**

**10. PUBLIC COMMENT (Non- Agenda Items)**

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

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

**11. REPORTS**

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

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## **12. PUBLIC HEARING**

Ensure Availability of Textbooks and Instructional Materials for the 2019-2020 school year and Certification of Provision of Standards-Aligned Instructional Materials Per Education Code Sections 60119 and 60422(b). Notice of Public Hearing was posted on September 9, 2019. (Resolution #19-07 is brought for approval under Action Item 18)

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## **13. CONSENT CALENDAR**

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

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

## **INFORMATION ITEMS**

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

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

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

### **15. MONTHLY FINANCIAL UPDATE – AUGUST 2019**

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

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

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

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

**ACTION ITEMS**

**17. APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN COLLEGE AND CAREER ADVANTAGE (CCA) AND LAGUNA BEACH UNIFIED SCHOOL DISTRICT TO EMPLOY DISTRICT AND CCA TEACHERS TO OFFER CAREER TECHNICAL EDUCATION (CTE) ELECTIVE COURSES AT LAGUNA BEACH HIGH SCHOOL DURING THE 2019-2020 SCHOOL YEAR**

– **Leisa Winston, Deputy Superintendent, Human Resources and Instructional Services**  
Staff proposes that the Board of Education approve a Memorandum of Understanding (MOU) between College and Career Advantage (CCA) and Laguna Beach Unified School District (LBUSD) to offer CTE elective courses at Laguna Beach High School during the 2019-2020 school year.

**18. APPROVAL OF RESOLUTION NO. 19-07: ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS FOR 2019-2020 PER EDUCATION CODE SECTION 60119**

– **Leisa Winston, Deputy Superintendent, Human Resources and Instructional Services**  
Staff proposes the Board of Education approve Resolution No. 19-07: Ensure Availability of Textbooks and Instructional Materials for 2019-2020 per Education Code Section 60119.

**19. APPROVAL OF RESOLUTION 19-08: SUPPORT FOR NATIONAL BULLYING PREVENTION MONTH**

– **Jason Vloria, Ed.D., Superintendent**  
October is National Bullying Prevention Month. Staff proposes the Board of Education review and adopt Resolution 19-08: Support of National Bullying Prevention Month.

**20. APPROVAL OF RESOLUTION 19-09: DESIGNATION OF REPRESENTATIVE AND ALTERNATE FOR WESTERN ORANGE COUNTY WORKERS' COMPENSATION JOINT POWERS AUTHORITY**

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

**21. APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH CAPISTRANO UNIFIED SCHOOL DISTRICT TO PROVIDE ORIENTATION AND MOBILITY SERVICES TO LBUSD STUDENTS**

– **Leisa Winston, Deputy Superintendent, Human Resources and Instructional Services**  
Staff proposes the Board of Education approve the memorandum of understanding between the Capistrano Unified School District and the Laguna Beach Unified School District to provide orientation and mobility services to District students.

**22. APPROVAL OF LEARNING ALLY INC. MULTI-YEAR LICENSE AGREEMENT TO PROVIDE LIBRARY OF AUDIOBOOKS FOR STUDENTS WITH READING IMPAIRMENTS IN AN AMOUNT NOT-TO-EXCEED \$21,514.50**

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

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

**23. APPROVAL OF DR. CHAD MABERY AS DESIGNEE FOR THE SOUTH ORANGE COUNTY REGIONAL CONSORTIUM (SOCRC). ADULT EDUCATION CONSORTIUM PROGRAM (AECF) ASSEMBLY BILL 86 (AB 86)**

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

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

**24. APPROVAL TO PURCHASE OF AUDIO/VISUAL RECORDING SYSTEM TO LIVE STREAM BOARD MEETINGS WITH LIVE CLOSED CAPTIONS FROM SWAGIT PRODUCTIONS LLC AT A COST NOT-TO-EXCEED \$96,000**

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

**– Mike Morrison, Chief Technology Officer**

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

**25. APPROVAL OF AGREEMENT FOR CONTRACTED SERVICES WITH DILIGENT CORPORATION FOR BOARDDOCS PRO, A WEB-BASED SERVICE FOR ONLINE AGENDAS, FOR AN ANNUAL RECURRING COST OF \$10,000**

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

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

**26. BOARD MEMBER REQUESTS FOR ITEMS FOR FUTURE MEETINGS AND BOARD MEMBER REQUESTS FOR INFORMATION**

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

**27. ADJOURNMENT**

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

The next Regular Meeting of the Board of Education is **Tuesday, October 8, 2019, 6:00 PM**  
at the Laguna Beach Unified School District Office Board Room  
550 Blumont Street, Laguna Beach, CA  
[www.lbusd.org](http://www.lbusd.org)

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

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

The members of the 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 is waived by a majority of the Board. Legally, the Board cannot take action on topics raised by speakers and discussion may not be held by the Board. The Board may ask staff to research and respond accordingly.

### **REASONABLE ACCOMMODATION**

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



**LAGUNA BEACH  
UNIFIED SCHOOL DISTRICT**

**NOTICE OF PUBLIC HEARING**

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

**September 24, 2019**

**6:00 p.m. - Open Session**

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

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

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

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

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

**Laguna Beach Unified School District**

**13.a.i. CONSENT/ACTION**

**September 24, 2019**

**Approval: Minutes – September 10, 2019 Special Meeting**

**Board of Education  
Minutes of Special Meeting  
September 10, 2019**

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**Call to Order**

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

**Roll Call to Establish Quorum**

Roll call to establish Quorum:

Members Present: Jan Vickers  
Carol Normandin  
Peggy Wolff

Members Absent: James Kelly  
Dee Perry

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

**Pledge of Allegiance**

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

**Adoption of Agenda**

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

Discussion: None

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

**Public Comment on Closed Session Agenda Item**

There was no public comment.

**Adjourn to Closed Session**

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

Discussion: None

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

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

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

Victoria Webber was not present for Closed Session.

**Adjournment of Closed Session**

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

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

**Report Out of Closed Session**

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

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

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

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Carol Normandin  
Clerk of the Board  
September 24, 2019

**Laguna Beach Unified School District**

**13.a.ii. CONSENT/ACTION**

**September 24, 2019**

**Approval: Minutes – August 27, 2019 Regular Meeting**

**Board of Education  
Minutes of Regular Meeting  
August 27, 2019**

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**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 – arrived at 5:05 p.m.  
                              Jim Kelly

**Public Comment on Closed Session Items**

There were no public comments.

**Adjourn to Closed Session**

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

- A. READMISSION OF STUDENT # 03-2019-12 TO LAGUNA BEACH HIGH SCHOOL IN THE LAGUNA BEACH UNIFIED SCHOOL DISTRICT**  
Education Code §48916
- B. PUBLIC EMPLOYMENT**  
Government Code §54957  
Title: Director, Human Resources

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

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

**Present at Board Meeting**

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

Employee Group  
Representatives: Marianne Bynum, Vice President, LaBUFA  
Margaret Warder, President, CSEA

Staff: Jason Vilorio, Ed.D., Superintendent  
Jeff Dixon, Assistant Superintendent, Business Services  
Leisa Winston, Assistant Superintendent, Human Resources/Public  
Communications  
Victoria Webber, Executive Assistant  
Anakaren Ureno, Communications Specialist  
Michael Keller, Director, Social Emotional Support  
Chad Mabery, Director, Assessment & Accountability  
Irene White, Director, Special Education  
Ryan Zajda, Director, Facilities  
Chris Duddy, Principal, El Morro Elementary  
Mike Conlon, Principal, Top of the World Elementary  
Jenny Salberg, Principal, Thurston Middle School  
Jason Allemann, Principal, Laguna Beach High School

**Pledge of Allegiance**

President Vickers invited Student Board Representative, Drew Fink, to lead the Board, staff, and members of the audience in reciting The Pledge of Allegiance to the Flag of the United States of America.

**Report of Closed Session Action**

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

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

### **Adoption of Agenda**

Public Comment: None

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

Discussion: None

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

### **Recognitions**

None.

### **Public Comment (Non- Agenda Items)**

The following people addressed the Board:

Michelle Monda  
Emil Monda  
Anonymous Andy  
Mike Morgan  
Steve McIntosh  
Sheri Morgan  
Jennifer Zeiter  
Ann Morreale  
Francine Warner  
Tim Ward

### **Reports**

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

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

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

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

#### **LaBUFA Representative – Marianne Bynum, LaBUFA Vice President**

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

**School Resource Officer – Cornelius Ashton**

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

**Board Members**

Board members reported as follows:

**Member Kelly**

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

**Member Perry**

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

**Member Wolff**

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

**Member Normandin**

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

**President Vickers**

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

**Superintendent Vilorio**

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

## Cabinet

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

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

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

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

## CONSENT CALENDAR

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

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

Public Comment: None

## Discussion:

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

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

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

Public Comment: None

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

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

Public Comment: None

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

Student Board Representative Dunbar cast a provisional vote in favor.

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

## **INFORMATION ITEMS**

None

## **ACTION ITEMS**

### **Approval of the 2018-2019 Unaudited Actuals Report**

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

Public Comment: None

Board Members asked clarifying questions.

Member Normandin moved approval. Member Wolff seconded.

Student Board Representative Dunbar cast a provisional vote in favor.

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

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

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

Public Comment: None

Board Member Questions: None

Member Kelly moved approval. Member Wolff seconded.

Board Discussion:

Student Board Representative Dunbar cast a provisional vote in favor.

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

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

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

Public Comment: None

Board Member Questions: None

Member Normandin moved approval. Member Wolff seconded.

Board Discussion: None

Student Board Representative Dunbar cast a provisional vote in favor.

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

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

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

Public Comment: None

Board Members asked questions regarding costs and practices.

Member Normandin moved approval. Member Wolff seconded.

Student Board Representative Dunbar cast a provisional vote in favor.

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

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

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

Public Comment: None

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

Member Normandin moved approval. Member Wolff seconded.

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

Student Board Representative Dunbar cast a provisional vote in favor.

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

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

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

Public Comment: None

Member Normandin moved approval. Member Wolff seconded.

Student Board Representative Dunbar cast a provisional vote in favor.

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

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

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

Public Comment: None

Member Normandin moved approval. Member Wolff seconded.

Student Board Representative Dunbar cast a provisional vote in favor.

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

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

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

Public Comment: None

Member Normandin moved approval. Member Wolff seconded.

Member Perry asked how Dr. Jensen was selected.

Student Board Representative Dunbar cast a provisional vote in favor.

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

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

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

Public Comment: None

Member Kelly moved approval. Member Wolff seconded.

Student Board Representative Dunbar cast a provisional vote in favor.

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

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

Public Comment: None

Member Kelly asked for:

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

**Adjournment**

Member Normandin moved to adjourn. Member Wolff seconded.

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

Student Board Representative Dunbar cast a provisional vote in favor.

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

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Carol Normandin  
Clerk of the Board  
September 24, 2019

**Laguna Beach Unified School District**

**13.b. CONSENT/ACTION**

**September 24, 2019**

**Approval/Ratification: Personnel Report**

**LCAP Priority Area**

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

**Proposal**

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

**Background**

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

**Budget Impact**

Expenditures are within budgeted appropriations as indicated.

**Recommended Action**

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

September 24, 2019

**I. RETIREMENTS:**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Teri Holloway PC02CONB01	Administrative Assistant, Business Services District Office	December 27, 2019

**II. RESIGNATIONS:**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Trina Bilich PC04SE0119	Instructional Assistant, Special Ed Top of the World Elementary	September 27, 2019

**III. EMPLOYMENT:**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Anastasia Booher PC04SE0103	Instructional Assistant, Special Ed Thurston Middle School      Special Ed Funds 0104612310-2115      Permanent Employee Range: 25 Step: F      \$27.76 per hour 6 hours per day/5 days per week/10 month academic calendar Replaces: James Crawford	August 20, 2019

Mike Conlon PC10DHR102	Director, Human Resources District Office      General Fund 01103967140-1320      Permanent Employee Range: 9 Step: 7      \$200,766 annually New position Board approved July 16, 2019	September 16, 2019
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Tamara Johnson PC04SE0125	Instructional Assistant, Special Ed Top of the World Elementary      Special Ed Funds 0104612310-2115      Probationary Employee Range: 25 Step: F      \$27.76 per hour 3.5 hours per day/5 days per week/ 10 month academic calendar Replaces: Chris Seapin	August 20, 2019
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Doug Kramer	Interim Principal - Elementary School Top of the World Elementary      General Fund 0108091005-1330      Short Term Assignment Elementary Principal - Step: 7      \$825.64 per diem 8 hours per day/NTE: 53 days Replaces: Mike Conlon	September 12, 2019
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**III. EMPLOYMENT: (continued)**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Cynthia LeMottee PC08IT0501	Technology Paraeducator Top of the World Elementary 0108011005-2105 Range: 30 Step: D 6 hours per day/5 days per week/10 month calendar Replaces: Allyce Archie General Fund Permanent Employee \$3685.5 per month	September 9, 2019
Eduardo Leon Garcia PC06SA0909	Campus Supervisor Thurston Middle School 0106011008-2910 Range: 24 Step: A 5.75 hours per day/5 days per week/10 month academic calendar Replaces: Nolan McConnell General Fund Probationary Employee \$20.98 per hour	September 4, 2019
Arleen Salazar-Zepeda PC04SE0114	Instructional Assistant, Special Ed Thurston Middle School 0104613150-2115 Range: 25 Step: C 5.75 hours per day/5 days per week/10 month academic calendar Replaces: Sara Hoffman Special Ed Funds Probationary Employee \$23.82 per hour	August 20, 2019
Darla Thompson PC04SE0130	Instructional Assistant, Special Ed Top of the World Elementary 0104612310-2115 Range: 25 Step: F 3.75 hours per day/5 days per week/10 month academic calendar Replaces: Claudia Sandino Special Ed Funds Probationary Employee \$27.76 per hour	August 26, 2019

**IV. EMPLOYMENT: Extra Period Assignments**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Bjorn Avila	20% Extra Period Assignment - TOSA Thurston Middle School 0106011008-1180 Step: 10 \$23,699.72 Annually General Fund Extra Duty Assignment	August 20, 2019 to June 12, 2020
Michael Bair	20% Extra Period Assignment - PE Thurston Middle School 0106011008-1180 Step: 17 \$24,542.29 Annually General Fund Extra Duty Assignment	August 20, 2019 to June 12, 2020

**IV. EMPLOYMENT: Extra Period Assignments (continued)**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Jeff Dippel	20% Extra Period Assignment - Spanish Thurston Middle School      General Fund 0106011008-1180      Extra Duty Assignment Step: 8 \$21,207.06 Annually	August 20, 2019 to June 12, 2020
Penny Herrick Dressler	20% Extra Period Assignment - PE Thurston Middle School      General Fund 0106011008-1180      Extra Duty Assignment Step: 20 \$27,514.31 Annually	August 20, 2019 to June 12, 2020
Maria Hoffman	20% Extra Period Assignment - Math Thurston Middle School      General Fund 0106011008-1180      Extra Duty Assignment Step: 20 \$29,272.37 Annually	August 20, 2019 to June 12, 2020
Sandra Johnson	20% Extra Period Assignment - Spanish Laguna Beach High School      General Fund 0105011012-1180      Extra Duty Assignment Step: 14, \$24,947.36 Annually	August 20, 2019 to June 12, 2020
Steve Lalim	20% Extra Period Assignment - PE Thurston Middle School      General Fund 0106011008-1180      Extra Duty Assignment Step: 17 \$24,477.79 Annually	August 20, 2019 to June 12, 2020
Carl Nelson	10% Extra Period Assignment - Cultural Wheel Thurston Middle School      General Fund 0106011008-1180      Extra Duty Assignment Step: 13 \$12,343.10	August 20, 2019 to June 12, 2020
Alexandra Olvey	20% Extra Period Assignment - Science Thurston Middle School      General Fund 0106011008-1180      Extra Duty Assignment Step: 5 \$18,617.63 Annually	August 20, 2019 to June 12, 2020
Jesse Rothman	20% Extra Period Assignment - TOSA Thurston Middle School      General Fund 0106011008-1180      Extra Duty Assignment Step: 9 \$20,047.67 Annually	August 20, 2019 to June 12, 2020

V. EMPLOYMENT: Short Term Assignments - Extra Duty

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

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

<b><u>Name:</u></b>	<b><u>Position/Site:</u></b>	<b><u>Effective Date:</u></b>
Alonda Hartford	Science Curriculum Development Laguna Beach High School      General Fund 0105011012-1130      \$42.61 per hour NTE: 6 hours	June 25, 2019 to August 15, 2019
Mindy Hawkins	Modified Curriculum Development Laguna Beach High School      Special Ed Funds 0104602120-1130      \$42.61 per hour NTE: 11 hours	July 25, 2019 to August 27, 2019
Mindy Hawkins	TUPE Site Lead Laguna Beach High School      General Fund 0102014345-1170      \$42.61 per hour NTE: 45 hours	August 26, 2019 to June 11, 2020
Penny Herrick-Dressler	TUPE Site Lead Thurston Middle School      General Fund 0102014345-1170      \$42.61 per hour NTE: 45 hours	August 26, 2019 to June 11, 2020
Alexandra Holtz	Science Curriculum Development Laguna Beach High School      General Fund 0105011012-1130      \$42.61 per hour NTE: 8 hours	August 9, 2019 to August 12, 2019
Angela Irish	Production Assistant - Winter & Spring Dance Concerts Laguna Beach High School      General Fund 0105315017-2970      \$34.09 per hour NTE: 44 hours	August 26, 2019 to June 11, 2020
Alexis Karol	Back-to-School Video Thurston Middle School      General Fund 0106011008-1130      \$42.61 per hour NTE: 5 hours	August 19, 2019 to August 30, 2019
Vincent Ramirez	Instructional Assistant, Special Ed Top of the World Elementary      Special Ed Fund 0104613150-2150      \$129.25 per month Reason: Specialized health care support for students	August 16, 2019 to June 11, 2020
Kristine Landgraf	Breaker Day Laguna Beach High School      General Fund 0105051180-2250      \$29.16 per hour NTE: 4 hours	August 19, 2019

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

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Jennifer Merritt	Science Curriculum Development Laguna Beach High School      General Fund 0105011012-1130      \$42.61 per hour NTE: 8 hours	August 3, 2019 to August 5, 2019
Elaine Merz	Intensive Individual Services Laguna Beach High School      Special Ed Funds 0104621200-1130      \$48.70 per hour NTE: 3 hours per week	August 26, 2019 to June 11, 2020
Mary Parlapanides	OG Training Top of the World Elementary      General Fund 0108011005-1130      \$42.61 per hour NTE: 11 hours	November 1, 2019 to November 30, 2019
Jennifer Park	Science Curriculum Development Laguna Beach High School      General Fund 0105011012-1130      \$42.61 per hour NTE: 6 hours	June 25, 2019 to August 15, 2019
Parta Perkins	Science Curriculum Development Laguna Beach High School      General Fund 0105011012-1130      \$42.61 per hour NTE: 8 hours	August 3, 2019 to August 5, 2019
Sara Perrault Hopper	Moving Classroom Top of the World Elementary      Special Ed Funds 0104192550-1280      \$42.61 per hour NTE: 8 hours	August 19, 2019
Erica Rahall	Substitute for Job Share Partner Top of the World Elementary      General Fund 0108011005-1130      \$48.70 per hour NTE: 21 hours	November 1, 2019 to November 30, 2019
Yadhira Rojas	Attendance at Interpreters' Conference District Office      General Fund 0102011500-1130      \$42.61 per hour NTE: 8 hours	September 28, 2019
See Employee List	Back-to-School Video Thurston Middle School      General Fund 01069011008-1130      \$42.61 per hour NTE: 10 hours each Employees: Andy Crisp, Ivy Leighton	August 19, 2019 to August 30, 2019

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

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
See Employee List	<p>After School Club - Green Team Prep                      Top of the World Elementary      General Fund                      0108011005-1130      \$42.61 per hour                      NTE: 12 hours each                      Employees: Cory Day, Carol Mignosa</p>	<p>September 1, 2019 to                      June 11, 2020</p>
See Employee List	<p>After School Club - Green Team                      Top of the World Elementary      General Fund                      0108011005-1130      \$48.70 per hour                      NTE: 23 hours each                      Employees: Cory Day, Carol Mignosa</p>	<p>September 1, 2019 to                      June 11, 2020</p>
See Employee List	<p>After School Class Support                      Top of the World Elementary      Special Ed Funds                      0104612310-2145      \$29.23 per hour                      NTE: 46 hours each                      Employees: Renee Alexander, Trina Bilich, Maureen Bornstein,                      Erin Carlton, Kasey Childs-Konkel, Jaspre Dixon, Katya Grasso, Lyndsey Hyde,                      Marlo Jensa, Tamara Johnson, Nicole LaMotte, Sara Pedraza,                      Vincent Ramirez, Chanel Stewart, Darla Thompson, Stacy Yelland</p>	<p>September 1, 2019 to                      June 11, 2020</p>
See Employee List	<p>Attendance at IEPs, Meetings and Various Trainings                      Districtwide      Special Ed Funds                      0104613150-2150      \$29.23 per hour                      NTE: 20 hours each                      Employees: Luis Antonio, Louise Hendrickson, Elizabeth Klein,                      Miranda Fortich, Jeff Sears, Jeff Snyder, Nolan McConnell, Eunice Yi,                      Thasa Zuziak, Kathleen Fehlau, Julie Padilla, Brandon Lee, Agnes McManus,                      Wendy Landaverde, Dori Bunting, Eva Boni, Elizabeth Murray, Adeline King,                      Anastasia Booher, Jayne Greenwalt, Yomayra deJesus, Keeyan Kazemian, Sara Finch,                      Arleen Salazar-Zepeda, Sara Pedraza, Lyndsey Hyde, Vincent Ramirez, Katya Grasso,                      Nikki LeMottee, Marlo Jensa, Trina Bilich, Jaspre Dixon, Chanel Stewart,                      Stacy Yelland, Kasey Childs-Konkel, Renee Alexander, Maureen Bornstein, Erin                      Carlton, Darla Thompson, Tamara Johnson</p>	<p>August 16, 2019 to                      June 11, 2020</p>

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

<b><u>Name:</u></b>	<b><u>Position/Site:</u></b>	<b><u>Effective Date:</u></b>
See Employee List	New Substitute Employee Technology Training Districtwide 0110015380-1130 NTE: 2 hours Employees: Julia Abu Shamma, Jessica Basgall, Daniel Bethke, Bridella Carter, Donna Cenan, Allison Corradodini, Ryan Dack, Victor DeJong, Laurisa Dobken, Assfye Dumlu, Ibrahim Dumlu, Zoe Grisenti, Maggen Havesland, Austin Kearney, Lauren Kearney, Manal Kerfoot, Deborah Kibler, Pauline Kim, Gail Knezevic, Sojeong Lee, Pete Ligeros, Summer Loll, Mary Luhrs, Angel Marques, Maria Molotis, Claire Norris, Julia Ray, Tatum Reddington, Wendy Rhodes, Whitney Sasso, Shelby Sawyer, Pamela Schick, Alexandra Schultz, Robert Stewart, Cathleen Tamietti, Lisa VanRiette, Anastacia VanVoorhis, Robert Vaughn, Georgina Verdugo, Laura Vickery-Peterson, Susan Wisz, William Yates, Eunice Yi	August 15, 2019 General Fund \$42.61 per hour
See Employee List	Safety Committee Attendee Top of the World Elementary 0108477408-2280 NTE: 4 hours each Employees: William Guido, Margaret Warder	September 1, 2019 to June 11, 2020 General Fund \$29.23 per hour
See Employee List	Special Education Meetings Outside of Work Day Thurston Middle School 0104602120-1130 NTE: 3.75 hours Employees: Jennifer Hill, Heather Rosenthal, Lorraine Winokur	August 30, 2019 to June 11, 2020 Special Ed Funds \$42.61 per hour
See Employee List	Special Education Meetings Outside of Work Day Laguna Beach High School 0104602120-1130 NTE: 35 hours Employees: Mindy Hawkins, Jacob Rusinkovich, Kristina Smith, Rachel Sweet, Julie Yaccino	August 30, 2019 to June 11, 2020 Special Ed Funds \$42.61 per hour
See Employee List	Prep and Present Disc Training Thurston Middle School 010601108-1130 NTE: 4 hours Employees: Randi Beckley, Alexis Karol, Leah Prettyman	August 12, 2019 to August 22, 2019 General Funds \$42.61 per hour
Kristina Smith	Create Instructional Assistant Schedule Laguna Beach High School 0104602120-1130 NTE: 5 hours	August 21, 2019 to August 28, 2019 Special Ed Funds \$42.61 per hour

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

<b><u>Name:</u></b>	<b><u>Position/Site:</u></b>	<b><u>Effective Date:</u></b>
Steve Sogo	Science Curriculum Development Laguna Beach High School      General Fund 0105011012-1130      \$42.61 per hour NTE: 8 hours	August 9, 2019 to August 12, 2019
Shannon Stringham	Destination Imagination Coordinator Top of the World Elementary      General Fund 0108015600-1130      \$42.61 per hour NTE: 12 hours	September 1, 2019 to June 11, 2020
Thasa Zuziak	Instructional Assistant, Special Ed Laguna Beach High School      General Fund 0104612310-2150      \$27.76 per hour NTE: 1 hour per week Reason: Assist blind student in after school program	August 26, 2019 to June 11, 2020

VI. **EMPLOYMENT: Stipends**

<b><u>Name:</u></b>	<b><u>Position/Site:</u></b>	<b><u>Effective Date:</u></b>
Maureen Bornstein	Instructional Assistant, Special Ed Top of the World Elementary      Special Ed Fund 0104622510-2150      \$50.04 per month Reason: Specialized health care support for students	August 16, 2019 to June 11, 2020
Kasey Childs Konkel	Instructional Assistant, Special Ed Top of the World Elementary      Special Ed Fund 0104612310-2150      \$56.92 per month Reason: Specialized health care support for students	August 16, 2019 to June 11, 2020
Brett Dick	Elementary Administrative Designee Top of the World Elementary      General Fund 0108091005-1370      NTE: \$2084.49	September 1, 2019 to June 11, 2020
Riley Cosgrave	No Place for Hate Coordinator Top of the World Elementary      General Fund 0108011005-1190      NTE: \$320.69	September 1, 2019 to January 31, 2020
Lyndsey Hyde	Instructional Assistant, Special Ed Top of the World Elementary      Special Ed Fund 0104602150-2150      \$42.94 per month Reason: Specialized health care support for students	August 16, 2019 to June 11, 2020

**VI. EMPLOYMENT: Stipends (continued)**

<b><u>Name:</u></b>	<b><u>Position/Site:</u></b>	<b><u>Effective Date:</u></b>
Kim Mattson	District GATE Coordinator District Wide 0102014011-1170 General Fund NTE: \$4168.97	August 26, 2019 to June 11, 2020
Kim Mattson	Site GATE Coordinator Top of the World Elementary 0108014011-1170 General Fund NTE: \$2084.49	September 1, 2019 to June 11, 2020
Agnes McManus	Instructional Assistant, Special Ed El Morro Elementary 0104602120-2150 Special Ed Fund \$54.31 per month Reason: Specialized health care support for students	August 16, 2019 to June 11, 2020
Sara Pedraza	Instructional Assistant, Special Ed Top of the World Elementary 0104602150-2150 Special Ed Fund \$45.16 per month Reason: Specialized health care support for students	August 16, 2019 to June 11, 2020
See Employee List	Science Camp Chaperones Thurston Middle School 0106311008-1170 General Fund NTE: \$962.00 each Employees: Ashley Blum, Gloria Harwood, Ivy Leighton, Pam Majd, Jesse Rothman, Richard Selin, Lorraine Winokur	September 17, 2019 to September 20, 2019
Liv Shirley	Site Testing Coordinator Top of the World Elementary 0108091005-1370 General Fund NTE: \$801.73	September 1, 2019 to June 11, 2020

**VII. EMPLOYMENT: Student Worker/Workability Program**

<b><u>Name:</u></b>	<b><u>Position/Site:</u></b>	<b><u>Effective Date:</u></b>
Sheldon McKinsey	Student Worker - Workability Laguna Beach High School 0104644575-2960 Workability Funds \$12.00 per hour NTE: 40 hours	July 1, 2019 to September 1, 2019

**VIII. EMPLOYMENT: Short Term Assignments - Performing Arts**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Rogelio Cervantes	Guest Choreographer Laguna Beach High School 0105315017-2970 NTE: 40 hours	August 26, 2019 to June 11, 2020
	PA Funds \$29.23 per hour	
David Schmidt	Guest Choreographer Laguna Beach High School 0105315017-2970 NTE: 20 hours	August 26, 2019 to June 11, 2020
	PA Funds \$29.23 per hour	
David Slaney II	Guest Choreographer Laguna Beach High School 0105315017-2970 NTE: 20 hours	August 26, 2019 to June 11, 2020
	PA Funds \$29.23 per hour	

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

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

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

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

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

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Celena DelPizzo Howell	After School Program - Drama Top of the World Elementary 0108015600-2145 NTE: 69 hours	September 1, 2019 to June 11, 2020
	PTA Funds \$29.23 per hour	
Lisa Pitz	After School Program - Cooking Top of the World Elementary 0108015600-2145 NTE: 322 hours	September 1, 2019 to June 11, 2020
	PTA Funds \$29.23 per hour	
Nikki Romano	Family Literacy Event Leader Top of the World Elementary 0108095600-2955 NTE: 6 hours	September 1, 2019 to June 11, 2020
	PTA Funds \$29.23 per hour	
Nikki Romano	After School Program - Book Club Top of the World Elementary 0108015600-2145	September 1, 2019 to June 11, 2020
	PTA Funds \$29.23 per hour	

NTE: 35 hours

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

<b><u>Name:</u></b>	<b><u>Position/Site:</u></b>	<b><u>Effective Date:</u></b>
Joey Sammut	After School Program - Ceramics Top of the World Elementary PTA Funds 0108015600-2145 \$29.23 per hour NTE: 184 hours	September 1, 2019 to June 11, 2020
See Employee List	After School Program Parking Lot & Bus Supervision Top of the World Elementary PTA Funds 0108015600-2145 \$29.23 per hour NTE: 12 hours each Employees: Celena DelPizzo-Howeel, Joey Sammut	September 1, 2019 to June 11, 2020
See Employee List	After School Program - LOCA Arts Top of the World Elementary PTA Funds 0108015600-2145 \$29.23 per hour NTE: 35 hours each Employees: Alison Keefe, Reem Khalil	September 1, 2019 to June 11, 2020
Olga Simon	After School Program - Chemistry Club Top of the World Elementary PTA Funds 0108015600-2145 \$29.23 per hour NTE: 161 hours	September 1, 2019 to June 11, 2020

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

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

**Fall Sports Calendar 2018/19:**

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

**Winter Sports Calendar 2018/19:**

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

**Spring Sports Calendar 2018/19:**

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

**Coed Strength Coach - Summer Camp**

<b><u>Name:</u></b>	<b><u>Position:</u></b>	<b><u>Stipend:</u></b>
Ryan Belsito	Assistant Coach	\$2,000.00

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

**Volleyball - Boys - Summer Camp**

<b>Name:</b>	<b>Position:</b>	<b>Stipend:</b>
Lance Stewart	Head Coach	\$3,000.00

**Volleyball - Girls - Summer Camp**

<b>Name:</b>	<b>Position:</b>	<b>Stipend:</b>
Lance Stewart	Assistant Coach	\$2,000.00

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

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

Fall Sports Calendar 2018/19:

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

Winter Sports Calendar 2018/19:

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

Spring Sports Calendar 2018/19:

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

None

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

**Employment:**

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

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

**Employment:**

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

**Resignations:**

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

**Laguna Beach Unified School District**

**13.c. CONSENT/ACTION**

**September 24, 2019**

**Approve: Conference/Workshop Attendance**

**Proposal**

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

**Conferences**

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

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

Fiscal Impact:

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

Account #0101377100 - 5220 Superintendent Travel

**Total Fiscal Impact: \$ 2,814.00**

**Laguna Beach Unified School District**

13.d. CONSENT/ACTION

September 24, 2019

**Approval: Student Field Trips**

**Proposal**

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

**1. Laguna Beach High School**

Destination: Boys Waterpolo Tournament - Atherton  
Date: October 17 - 19, 2019  
Chaperone(s): Ethan Damato and three others  
Cost to Student: \$200.00  
Number of Students: 18  
Transportation: Plane  
Accommodations: Creekside Inn, Palo Alto

**2. Laguna Beach High School**

Destination: Girls Waterpolo Tournament - Santa Barbara  
Date: January 9 - 11, 2020  
Chaperone(s): Ethan Damato and three others  
Cost to Student: \$200.00  
Number of Students: 18  
Transportation: District Vans  
Accommodations: Pacifica Suites 5490 Hollister Ave, Santa Barbara

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

**Background**

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

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

**Laguna Beach Unified School District**

**13.e. CONSENT/ACTION**

**September 24, 2019**

**Approval: Acceptance of Gifts – Check Totaling \$10,000.00**

**LCAP Goal**

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

**Proposal**

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

**Background**

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

**Recommended Action**

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

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

**Laguna Beach Unified School District**

**13.f. CONSENT/ACTION**

**September 24, 2019,**

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

**Proposal**

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

**Background**

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

**Budget Impact**

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

**Recommended Action**

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

**Laguna Beach Unified School District**

**Agreements for Contracted Services – September 24, 2019**

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

**Laguna Beach Unified School District**

**13.g. CONSENT/ACTION**

**September 24, 2019**

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

**Proposal**

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

**Background**

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

**Budget Impact**

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

**Recommended Action**

Staff recommends the Board of Education approve the following contracts.

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

**Laguna Beach Unified School District**

**13.h. CONSENT/ACTION**

**September 24, 2019**

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

**LCAP Goal**

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

**Proposal**

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

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

**Background**

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

**Recommended Action**

Staff recommends the Board of Education approve:

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

**Laguna Beach Unified School District**

**13.i. CONSENT/ACTION**

**September 24, 2019**

**Approval: Warrants #398669 Through #398977 in the Amount of \$2,868,601.24  
Dates: 08/16/2019 through 09/13/2019**

**LCAP Goal**

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

**Proposal**

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

**Background**

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

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

**Budget Impact**

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

**Recommended Action**

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

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398669	08/16/19	RAVCO	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	1,217.05
						CHECK TOTAL:	1,217.05
00398670	08/16/19	CDW GOVERNMENT LLC	COMPUTER SUPPLIES	0113017175	4320	COMPUTER SUPPLIES	14,896.00
			ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	9,765.46
						CHECK TOTAL:	24,661.46
00398671	08/16/19	Cox Communications	AUGUST 2019	0100005090	8699	ALL OTHER LOCAL REVENUE	-4,269.95
			ALL OTHER LOCAL REVENUE	0100005090	8699	ALL OTHER LOCAL REVENUE	-119.70
			JULY 2019	0106091008	5860	MISC OUTSIDE VENDOR	18.00
			AUGUST 2019	0113457175	5940	INTERNET CONNECTIVITY	8,524.56
			JULY 2019	0113457175	5940	INTERNET CONNECTIVITY	1,769.06
			AUGUST 2019	0113457175	5940	INTERNET CONNECTIVITY	575.74
			JULY 2019	0113457175	5940	INTERNET CONNECTIVITY	97.65
			INTERNET CONNECTIVITY	0113457175	5940	INTERNET CONNECTIVITY	428.05
						CHECK TOTAL:	7,023.41
00398672	08/16/19	Ganahl Lumber	MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	15.14
			MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	28.19
			MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	124.77
			MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	118.14
			MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	83.16
			MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	162.54
			MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	70.44
			MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	240.25
						CHECK TOTAL:	842.63
00398673	08/16/19	HAPARA	ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE	14,939.73
						CHECK TOTAL:	14,939.73
00398674	08/16/19	Home Depot	MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	-78.02
			MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	584.79
			MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	1,115.27
			3-DRAWER ROLLING INDUSTRIAL WO	0105015040	4410	EQUIPMENT-NEW \$500-\$5000	428.85
			FREIGHT	0105015040	4410	EQUIPMENT-NEW \$500-\$5000	85.12
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	163.10
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	81.49
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	171.32
						CHECK TOTAL:	2,551.92
00398675	08/16/19	McMaster-Carr	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	11.55
						CHECK TOTAL:	11.55
00398676	08/16/19	Mind Research Institut	ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE	36,080.00

Check Stock: 76

<u>Check #</u>	<u>Register</u>	<u>Payee Name</u>	<u>Description</u>	<u>Key</u>	<u>Object</u>	<u>Object Description</u>	<u>Check Amount</u>
						CHECK TOTAL:	36,080.00
00398677	08/16/19	Montgomery Hardware Co	OTHER MAINTENANCE SERVICES	0102477408	5692	OTHER MAINTENANCE SERVIC	1,180.09
						CHECK TOTAL:	1,180.09
00398678	08/16/19	PITNEY BOWES GLOBAL FI	5/30/19 - 8/29/19	0102397400	5620	RENTAL EXPENSE	653.88
						CHECK TOTAL:	653.88
00398679	08/16/19	Resilient Communicatio	ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	10,480.16
						CHECK TOTAL:	10,480.16
00398680	08/16/19	Studies Weekly Inc.	TEXTBOOKS	0102016300	4100	TEXTBOOKS	27,383.59
						CHECK TOTAL:	27,383.59
00398681	08/16/19	VANTAGE LEARNING USA L	ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE	19,600.00
						CHECK TOTAL:	19,600.00
00398682	08/16/19	ModSpace	SITE IMPROVEMENT	4205498650	6110	SITE IMPROVEMENT	323.65
						CHECK TOTAL:	323.65
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							146,949.12

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398683	08/19/19	Advanced Alarm & Fire	ALARM SERVICES	0105477409	5560	ALARM SERVICES	500.00
						CHECK TOTAL:	500.00
00398684	08/19/19	Air-Ex Air Conditionin	HVAC	0105477408	5660	HVAC	526.02
						CHECK TOTAL:	526.02
00398685	08/19/19	BAVCO	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	298.33
						CHECK TOTAL:	298.33
00398686	08/19/19	Carolina Biological Su	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	1,260.08
						CHECK TOTAL:	1,260.08
00398687	08/19/19	Dunn Edwards Paint	MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	275.75
			MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	15.32
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	744.29
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	737.02
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	85.06
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	-468.10
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	867.68
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	1,955.87
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	245.60
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	605.76
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	581.39
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	286.84
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	8.64
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	7.22
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	378.12
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	82.66
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	31.91
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	103.26
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	429.74
			MAINTENANCE SUPPLIES	0107477408	4362	MAINTENANCE SUPPLIES	348.78
			MAINTENANCE SUPPLIES	0107477408	4362	MAINTENANCE SUPPLIES	533.14
			MAINTENANCE SUPPLIES	0107477408	4362	MAINTENANCE SUPPLIES	277.96
			MAINTENANCE SUPPLIES	0107477408	4362	MAINTENANCE SUPPLIES	42.72
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	160.08
						CHECK TOTAL:	8,336.71
00398688	08/19/19	Ganahl Lumber	MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	47.25
						CHECK TOTAL:	47.25
00398689	08/19/19	Intermountain	JULY 2019	0104632210	5875	TUITION	2,737.50
			JULY 2019	0104632210	5889	OTHER THERAPY	8,060.00
			JULY 2019	0104632210	5898	AR3632 ROOM & BOARD	1,550.00

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			JULY 2019	0104632210	5875	TUITION	1,017.00
						CHECK TOTAL:	13,364.50
00398690	08/19/19	Los Angeles County Off	PUBLICATIONS & JOURNALS	0109397150	4365	PUBLICATIONS & JOURNALS	195.74
						CHECK TOTAL:	195.74
00398691	08/19/19	Montgomery Hardware Co	BUILDING IMPROVEMENTS	0105497408	6230	BUILDING IMPROVEMENTS	7,171.72
						CHECK TOTAL:	7,171.72
00398692	08/19/19	Mountain & Sea Educati	MISC OUTSIDE VENDOR	0106015455	5860	MISC OUTSIDE VENDOR	42,593.42
						CHECK TOTAL:	42,593.42
00398693	08/19/19	SC Fuels	JULY 2019	0102477408	4375	FUEL FOR VEHICLES	473.69
			JULY 2019	0105477408	4375	FUEL FOR VEHICLES	194.64
						CHECK TOTAL:	668.33
00398694	08/19/19	Southern Calif Gas Co.	JULY 2019	0102477409	5510	HEAT - UTILITIES	22.05
			JULY 2019	0102477409	5510	HEAT - UTILITIES	14.79
			JULY 2019	0105477409	5510	HEAT - UTILITIES	14.79
			JULY 2019	0105477409	5510	HEAT - UTILITIES	47.99
			JULY 2019	0105477409	5510	HEAT - UTILITIES	94.70
						CHECK TOTAL:	194.32
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							75,156.42

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398695	08/20/19	ANCHOR ELECTRIC	ELECTRICAL REPAIRS ELECTRICAL REPAIRS	0106477408	5661	ELECTRICAL REPAIRS ELECTRICAL REPAIRS	4,471.00 5,672.00
CHECK TOTAL:							10,143.00
00398696	08/20/19	B & H Photo Video Inc.	SL700DK SLIK PRO 700 DX TRIPOD CA5018EFSTM CANON 55 MM LENS ROVMG RODE VIDEO MIC GO LIGHTW CARDRT71KAK CANON EOS REBEL T7 NI247028VR NIKON AF-S NIKKOR 2 NID5600B NIKON D5600 DSLR CAME WADTK1660KOA WACOM CINTIG 16 C	0105114695	4310	MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS EQUIPMENT-NEW \$500-\$5000 EQUIPMENT-NEW \$500-\$5000 EQUIPMENT-NEW \$500-\$5000	183.12 134.69 106.67 1,022.55 2,043.97 643.21 700.32
CHECK TOTAL:							4,834.53
00398697	08/20/19	BRIGNAC, ROI	7/11 - AERIES ADV MEETING	0113457175	5220	TRAVEL & CONFERENCE	25.87
CHECK TOTAL:							25.87
00398698	08/20/19	Chastain, Shannon	7/22-7/24 - STRENGTH ACAD	0113015040	5220	TRAVEL & CONFERENCE	200.36
CHECK TOTAL:							200.36
00398699	08/20/19	Clear Marketing Concep	MISC OUTSIDE VENDOR	0105011075	5860	MISC OUTSIDE VENDOR	1,800.00
CHECK TOTAL:							1,800.00
00398700	08/20/19	Eagle Software	ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	17,623.76
CHECK TOTAL:							17,623.76
00398701	08/20/19	Golden State Fence Com	CONTRACT SERVICES CONTRACT SERVICES	0107477408	5610	CONTRACT SERVICES CONTRACT SERVICES	1,829.52 1,647.46
CHECK TOTAL:							3,476.98
00398702	08/20/19	Home Depot	MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	478.22
CHECK TOTAL:							478.22
00398703	08/20/19	Irvine Ranch Water Dis	SEWER FEES	0107477409	5555	SEWER FEES	9,889.35
CHECK TOTAL:							9,889.35
00398704	08/20/19		REGISTRATION - 2019-2020	0104632900	5878	PARENT REIMBURSEMENT (LE	750.00
CHECK TOTAL:							750.00
00398705	08/20/19	Lakeshore Learning Mat	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	181.61
CHECK TOTAL:							181.61
00398706	08/20/19	MORRISON, MICHAEL	7/9-7/10 - EDTECH CONF	0113457175	5220	TRAVEL & CONFERENCE	67.20
CHECK TOTAL:							67.20

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398707	08/20/19	Natus Medical Incorpor	MISC REPAIR	0102172850	5690	MISC REPAIR	509.50
			MISC REPAIR	0102172850	5690	MISC REPAIR	-560.00
			MISC REPAIR	0102172850	5690	MISC REPAIR	468.00
			OTHER MAINTENANCE SERVICES	0102175425	5692	OTHER MAINTENANCE SERVIC	156.00
						CHECK TOTAL:	573.50
00398708	08/20/19	Online-Rewards	MISC OUTSIDE VENDOR	0110397140	5860	MISC OUTSIDE VENDOR	5,500.00
						CHECK TOTAL:	5,500.00
00398709	08/20/19	PAPER RECYCLING AND SH	OTHER MAINTENANCE SERVICES	0101377100	5692	OTHER MAINTENANCE SERVIC	200.00
						CHECK TOTAL:	200.00
00398710	08/20/19	Staples Advantage	COPIER PAPER	0102397400	4312	COPIER PAPER	344.15
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	9.27
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	39.27
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	27.70
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	353.46
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	95.20
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	3.30
						CHECK TOTAL:	872.35
00398711	08/20/19	The LaunchPad Therapy	JULY 2019	0104632900	5885	OCCUPATIONAL THERAPY	495.00
						CHECK TOTAL:	495.00
00398712	08/20/19		SEMESTER 1	0104632900	5878	PARENT REIMBURSEMENT (LE	3,675.00
						CHECK TOTAL:	3,675.00
00398713	08/20/19	Verizon Wireless LA	JULY 2019	0113457175	5930	MOBILE COMMUNICATIONS	2,403.41
						CHECK TOTAL:	2,403.41
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							63,190.14

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398714	08/21/19	Acorn Media	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	3,455.34
						CHECK TOTAL:	3,455.34
00398715	08/21/19	Bell Electric	ELECTRICAL REPAIRS	0108477408	5661	ELECTRICAL REPAIRS	2,040.00
						CHECK TOTAL:	2,040.00
00398716	08/21/19	Bergan, Ann	GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	98.11
						CHECK TOTAL:	98.11
00398717	08/21/19	Fisher Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	1,050.23
						CHECK TOTAL:	1,050.23
00398718	08/21/19	Ganahl Lumber	MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	24.20
						CHECK TOTAL:	24.20
00398719	08/21/19	Grainger	GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	228.11
						CHECK TOTAL:	228.11
00398720	08/21/19	Johnson Controls Fire	MAY 2019	0102477409	5560	ALARM SERVICES	190.00
			MAY 2019	0105477409	5560	ALARM SERVICES	1,485.72
			MAY 2019	0105477409	5560	ALARM SERVICES	177.69
			MAY 2019	0106477409	5560	ALARM SERVICES	482.25
			MAY 2019	0107477409	5560	ALARM SERVICES	327.25
			ALARM SERVICES	0108477409	5560	ALARM SERVICES	272.25
						CHECK TOTAL:	2,935.16
00398721	08/21/19	Lexia Learning Systems	SUBSCRIPTIONS	0108011005	4368	SUBSCRIPTIONS	1,200.00
						CHECK TOTAL:	1,200.00
00398722	08/21/19	OCDE	TRAVEL & CONFERENCE	0105011012	5220	TRAVEL & CONFERENCE	750.00
						CHECK TOTAL:	750.00
00398723	08/21/19	Painting & Decor Inc.	PAINTING	0105477408	5675	PAINTING	10,300.00
			BUILDING IMPROVEMENTS	0105497408	6230	BUILDING IMPROVEMENTS	67,902.00
			PAINTING	0107477408	5675	PAINTING	29,718.00
						CHECK TOTAL:	107,920.00
00398724	08/21/19	PowerSchool Group LLC	ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE	17,160.00
						CHECK TOTAL:	17,160.00
00398725	08/21/19	Premier Agendas Inc.	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	689.60
						CHECK TOTAL:	689.60
00398726	08/21/19	Procure America Inc	JUNE 2019 - WIRELESS	0102477409	5831	CONSULTANTS-OTHER	69.40

Check Stock: 76

<u>Check #</u>	<u>Register</u>	<u>Payee Name</u>	<u>Description</u>	<u>Key</u>	<u>Object</u>	<u>Object Description</u>	<u>Check Amount</u>
			JUNE 2019 - TELECOM	0102477409	5831	CONSULTANTS-OTHER	1,129.84
			CONSULTANTS-OTHER	0102477409	5831	CONSULTANTS-OTHER	224.50
						CHECK TOTAL:	1,423.74
00398727	08/21/19	Read Naturally	SUBSCRIPTIONS	0108011005	4368	SUBSCRIPTIONS	690.00
						CHECK TOTAL:	690.00
00398728	08/21/19	TEXTBOOK WAREHOUSE	TEXTBOOKS	0102014100	4100	TEXTBOOKS	788.73
						CHECK TOTAL:	788.73
00398729	08/21/19	The Master Teacher Inc	ANNUAL SOFTWARE LICENSE FEE	0113017175	5830	CONSULTANTS-INSTRUCTIONA	2,499.00
						CHECK TOTAL:	2,499.00
00398730	08/21/19	ULINE INC.	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	1,887.51
						CHECK TOTAL:	1,887.51
00398731	08/21/19	WAXIE SANITARY SUPPLY	MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	532.02
						CHECK TOTAL:	532.02
00398732	08/21/19	Ruhnau Clarke Architec	PLANNING/ENGINEERING FEES	4206498700	6219	PLANNING/ENGINEERING FEE	6,060.00
						CHECK TOTAL:	6,060.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							151,431.75

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398733	08/22/19	SM Contracting Inc.	ASBESTOS	0105477408	5601	ASBESTOS	3,898.00
						CHECK TOTAL:	3,898.00
00398734	08/22/19	Apple Computer Inc.	COMPUTER SUPPLIES	0105114695	4320	COMPUTER SUPPLIES	3,217.85
			COMPUTER SUPPLIES	0108015060	4320	COMPUTER SUPPLIES	3,249.38
						CHECK TOTAL:	6,467.23
00398735	08/22/19	CODESP	ANNUAL SOFTWARE LICENSE FEE	0110397140	5805	ANNUAL SOFTWARE LICENSE	2,200.00
						CHECK TOTAL:	2,200.00
00398736	08/22/19	Durham School Services	SUMMER SCHOOL - JUNE 2019	0102256700	5855	CHARTER BUS-HOME TO SCHO	4,788.00
			SUMMER SCHOOL - JULY 2019	0102256700	5855	CHARTER BUS-HOME TO SCHO	13,768.44
			SUMMER SCHOOL - JUNE 2019	0104256700	5100	SUBAGREEMENTS FOR SERVIC	4,559.40
			SUMMER SCHOOL - JUNE 2019	0104256700	5855	CHARTER BUS-HOME TO SCHO	3,067.60
			SUMMER SCHOOL - JULY 2019	0104256700	5855	CHARTER BUS-HOME TO SCHO	21,932.40
						CHECK TOTAL:	48,115.84
00398737	08/22/19	Ganahl Lumber	MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	16.46
			MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	34.33
						CHECK TOTAL:	50.79
00398738	08/22/19	Grainger	GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	39.71
						CHECK TOTAL:	39.71
00398739	08/22/19	GST	EQUIPMENT-NEW \$500-\$5000	0110377145	4410	EQUIPMENT-NEW \$500-\$5000	769.34
						CHECK TOTAL:	769.34
00398740	08/22/19	HI-TECH Cabling Inc.	CONSULTANTS-COMPUTER SERVICES	0113457175	5832	CONSULTANTS-COMPUTER SER	1,576.53
						CHECK TOTAL:	1,576.53
00398741	08/22/19		AUGUST 2019	0109037150	3901	OTHER BENEFITS,CERTIFICA	8,047.84
			AUGUST 2019	0109397150	3901	OTHER BENEFITS,CERTIFICA	8,047.83
						CHECK TOTAL:	16,095.67
00398742	08/22/19	Office Depot	GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	318.07
			GENERAL SUPPLIES-NON INSTRUCT	0109397150	4340	GENERAL SUPPLIES-NON INS	341.83
			GENERAL SUPPLIES-NON INSTRUCT	0109397150	4340	GENERAL SUPPLIES-NON INS	59.15
			GENERAL SUPPLIES-NON INSTRUCT	0109397150	4340	GENERAL SUPPLIES-NON INS	13.20
			GENERAL SUPPLIES-NON INSTRUCT	0109397150	4340	GENERAL SUPPLIES-NON INS	4.27
						CHECK TOTAL:	736.52
00398743	08/22/19	Plank Road Publishing	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	133.14
						CHECK TOTAL:	133.14

Check Stock: 76

Check #	Registrar	Payee Name	Description	Key	Object	Object Description	Check Amount
00398744	08/22/19	TLC Child & Family Ser	JULY 2019	0104632210	5898	AB3632 ROOM & BOARD	13,732.00
			JULY 2019	0104632210	5889	OTHER THERAPY	1,159.02
			JULY 2019	0104632210	5875	TUITION	795.28
			CHECK TOTAL:				
00398745	08/22/19	Total Fence Solutions	CONTRACT SERVICES	0107475600	5610	CONTRACT SERVICES	2,900.00
						CHECK TOTAL:	
00398746	08/22/19	University of California	9/10 - FRAMEWORK CONF	0109397150	5220	TRAVEL & CONFERENCE	675.00
						CHECK TOTAL:	
00398747	08/22/19	Vavrinek Trina Day & C	2019 FEDERAL COMPLIANCE	0102377102	5840	AUDITS	500.00
			JULY 2019	0102377102	5840	AUDITS	1,000.00
			CHECK TOTAL:				
00398748	08/22/19	West Coast Fire & Inte	AUGUST 2019	0102477409	5560	ALARM SERVICES	180.00
			AUGUST 2019	0105477409	5560	ALARM SERVICES	100.00
			AUGUST 2019	0106477409	5560	ALARM SERVICES	100.00
			AUGUST 2019	0107477409	5560	ALARM SERVICES	100.00
			AUGUST 2019	0108477409	5560	ALARM SERVICES	100.00
			AUGUST 2019	0105477409	5560	ALARM SERVICES	190.00
CHECK TOTAL:						770.00	

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

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398749	08/23/19	AT&T	JULY 2019	0102477409	5920	TELEPHONE SERVICE	31.52
			JULY 2019	0106477409	5920	TELEPHONE SERVICE	1.65
			JULY 2019	0107477409	5920	TELEPHONE SERVICE	10.02
						CHECK TOTAL:	43.19
00398750	08/23/19	BERTRAND'S HORN IMPROV	DYNAMIC VOCAL MICROPHONE W/OW/ HEAVY DUTY TROMBONE STAND K&M	0102011190	4310	MATERIALS & SUPPLIES-INS	107.74
				0102011190	4310	MATERIALS & SUPPLIES-INS	129.28
						CHECK TOTAL:	237.02
00398751	08/23/19	Cintas Corporation Loc	GENERAL SUPPLIES-NON INSTRUCT	0102477408	4340	GENERAL SUPPLIES-NON INS	4,943.39
						CHECK TOTAL:	4,943.39
00398752	08/23/19	Dunn Edwards Paint	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	-24.69
			MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	120.18
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	1,167.86
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	17.43
						CHECK TOTAL:	1,280.78
00398753	08/23/19	EPS LITERACY & INTERVE	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	1,911.75
						CHECK TOTAL:	1,911.75
00398754	08/23/19	Federal Express Corp	POSTAGE/DELIVERY	0102397406	5910	POSTAGE/DELIVERY	58.48
						CHECK TOTAL:	58.48
00398755	08/23/19	Follett School Solutio	TEXTBOOKS	0102016300	4100	TEXTBOOKS	-35.15
			TEXTBOOKS	0102016300	4100	TEXTBOOKS	9,545.24
			TEXTBOOKS	0102016300	4100	TEXTBOOKS	793.90
			MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS	22,291.27
						CHECK TOTAL:	32,595.26
00398756	08/23/19	Frontier California In	AUGUST 2019	0105477409	5920	TELEPHONE SERVICE	70.55
						CHECK TOTAL:	70.55
00398757	08/23/19	Frontier California In	AUGUST 2019	0102477409	5920	TELEPHONE SERVICE	439.04
			AUGUST 2019	0105477409	5920	TELEPHONE SERVICE	222.89
			AUGUST 2019	0106477409	5920	TELEPHONE SERVICE	152.06
			AUGUST 2019	0107477409	5920	TELEPHONE SERVICE	219.52
			AUGUST 2019	0108477409	5920	TELEPHONE SERVICE	146.17
						CHECK TOTAL:	1,179.68
00398758	08/23/19	Houghton Mifflin Harco	TEXTBOOKS	0102016300	4100	TEXTBOOKS	570.56
						CHECK TOTAL:	570.56
00398759	08/23/19	Industrial Metal Suppl	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	430.25

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<u>Check #</u>	<u>Register</u>	<u>Payee Name</u>	<u>Description</u>	<u>Key</u>	<u>Object</u>	<u>Object Description</u>	<u>Check Amount</u>
						CHECK TOTAL:	430.25
00398760	08/23/19	Scholastic Inc.	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	177.91
						CHECK TOTAL:	177.91
00398761	08/23/19	Southern California Ed	JULY 2019	0108477409	5520	LIGHT & POWER	3,502.84
						CHECK TOTAL:	3,502.84
00398762	08/23/19	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	336.15
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	-61.55
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	196.51
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	-196.51
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	764.90
						CHECK TOTAL:	1,039.50
00398763	08/23/19	VISTA HIGHER LEARNING I	TEXTBOOKS	0102014100	4100	TEXTBOOKS	4,079.12
						CHECK TOTAL:	4,079.12
00398764	08/23/19	MOBILE MODULAR MANAGEM	AUGUST 2019	2506498410	5620	RENTAL EXPENSE	1,104.02
						CHECK TOTAL:	1,104.02
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							53,224.30

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398765	08/27/19	Advanced Alarm & Fire	ALARM SERVICES	0107477409	5560	ALARM SERVICES	1,091.00
						CHECK TOTAL:	1,091.00
00398766	08/27/19	Air-Ex Air Conditionin	HVAC	0105477408	5660	HVAC	2,983.53
						CHECK TOTAL:	2,983.53
00398767	08/27/19	All About Learning Pre	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	612.33
						CHECK TOTAL:	612.33
00398768	08/27/19	BEST Contracting Servi	ROOFING	0105497411	6209	ROOFING	887.30
						CHECK TOTAL:	887.30
00398769	08/27/19	Cengage Learning	MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS	16,029.43
			SOFTWARE - INSTRUCTIONAL	0102014100	4315	SOFTWARE - INSTRUCTIONAL	10,182.38
			TEXTBOOKS	0102014100	4100	TEXTBOOKS	15,622.14
			SOFTWARE - INSTRUCTIONAL	0102014100	4315	SOFTWARE - INSTRUCTIONAL	6,109.43
						CHECK TOTAL:	47,943.38
00398770	08/27/19	Dick Blick	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	800.37
						CHECK TOTAL:	800.37
00398771	08/27/19	Kaiser Foundation Heal	SEPTEMBER 2019	0102017400	3401	HEALTH & WELFARE, CERTIF	100,617.28
			SEPTEMBER 2019	0102017400	3401	HEALTH & WELFARE, CERTIF	3,023.79
			SEPTEMBER 2019	0102017400	3401	HEALTH & WELFARE, CERTIF	377.97
			SEPTEMBER 2019	0102397400	3402	HEALTH & WELFARE, CLASSIF	49,557.77
			SEPTEMBER 2019	0102397400	3402	HEALTH & WELFARE, CLASSIF	1,489.33
			SEPTEMBER 2019	0102397400	3402	HEALTH & WELFARE, CLASSIF	186.17
						CHECK TOTAL:	155,252.31
00398772	08/27/19	Laguna Graphic Arts In	OUTSIDE PRINTING	0106091008	5870	OUTSIDE PRINTING	114.22
			OUTSIDE PRINTING	0106091008	5870	OUTSIDE PRINTING	1,775.72
						CHECK TOTAL:	1,889.94
00398773	08/27/19	LBUSD Revolving Cash F	BANK SRVC CHRG - JULY 2019	0102397400	5820	BANKING SERVICES	15.85
						CHECK TOTAL:	15.85
00398774	08/27/19	Sparkletts	MISC OUTSIDE VENDOR	0102397400	5860	MISC OUTSIDE VENDOR	197.52
						CHECK TOTAL:	197.52
00398775	08/27/19		PARENT REIMBURSEMENT (LEGAL)	0104632900	5878	PARENT REIMBURSEMENT (LE	28,250.00
						CHECK TOTAL:	28,250.00
00398776	08/27/19	Voyagar Sports Learnin	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	2,270.50
						CHECK TOTAL:	2,270.50

LAGUNA BEACH USD  
TUE, AUG 27, 2019,

08/27/19  
8:24 AM --req: EXBODO----leg: 76

Commercial Check Register

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----loc: 94DISB----job: 21566665 #J694--prog: BK514 <1.3 >--report id: CKOCLIST

Check Stock: 76

<u>Check #</u>	<u>Register</u>	<u>Payee Name</u>	<u>Description</u>	<u>Key</u>	<u>Object</u>	<u>Object Description</u>	<u>Check Amount</u>
00398777	08/27/19	BEST Contracting Servi	ROOFING	4005498440	6209	ROOFING	65,885.35
			ROOFING	4007498440	6209	ROOFING	148,162.95
						CHECK TOTAL:	214,048.30
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	456,242.33

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398778	08/28/19	B & H Photo Video Inc.	MATERIALS & SUPPLIES-INSTRUCT COMPUTER PRINTERS \$500-\$5,000	0105114695	4310	MATERIALS & SUPPLIES-INS	231.26
				0105114695	4320	COMPUTER SUPPLIES	290.24
						CHECK TOTAL:	521.50
00398779	08/28/19	BERTRAND'S HORN IMPROV	STAGG OAK PIANO BENCH MAT+BLA	0102011190	4310	MATERIALS & SUPPLIES-INS	202.55
			STAGEPAS 600BT PORTABLE PA SYS	0102011190	4410	EQUIPMENT-NEW \$500-\$5000	964.35
			CONN L6 DOUBLE FRENCH HORN ART	0102011190	4410	EQUIPMENT-NEW \$500-\$5000	2,963.12
			CONN L6 DOUBLE FRENCH HORN ART	0102011190	4410	EQUIPMENT-NEW \$500-\$5000	2,963.12
			ROLAND V-DRUMS TD-17KL ELECTRO	0102011190	4410	EQUIPMENT-NEW \$500-\$5000	1,075.33
			GODIN SESSION GUITAR CHERRY BU	0102011190	4410	EQUIPMENT-NEW \$500-\$5000	592.57
						CHECK TOTAL:	8,761.04
00398780	08/28/19	Cox Communications	AUGUST 2019	0113457175	5940	INTERNET CONNECTIVITY	97.65
						CHECK TOTAL:	97.65
00398781	08/28/19	Curriculum Associates	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	686.77
						CHECK TOTAL:	686.77
00398782	08/28/19		AUGUST 2019	0104256700	5880	TRANSPORTATION-IN LIEU	250.40
						CHECK TOTAL:	250.40
00398783	08/28/19	Konica Minolta	JULY 2019	0102397400	5650	SOFTWARE/COPIER MAINTENA	27.15
			JULY 2019	0102397400	5650	SOFTWARE/COPIER MAINTENA	23.89
			JULY 2019	0102397400	5650	SOFTWARE/COPIER MAINTENA	48.98
			JULY 2019	0102397400	5650	SOFTWARE/COPIER MAINTENA	82.55
			JULY 2019	0105091012	5650	SOFTWARE/COPIER MAINTENA	1.96
			JULY 2019	0105091012	5650	SOFTWARE/COPIER MAINTENA	18.78
			JULY 2019	0107091005	5650	SOFTWARE/COPIER MAINTENA	0.20
			JULY 2019	0108091005	5650	SOFTWARE/COPIER MAINTENA	3.03
						CHECK TOTAL:	206.54
00398784	08/28/19	Learning Without Tears	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	6,818.29
						CHECK TOTAL:	6,818.29
00398785	08/28/19	Maintex	OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	253.43
						CHECK TOTAL:	253.43
00398786	08/28/19	OCDE	JULY 2019	0104542110	7142	IAA-PAYMENTS TO COUNTY O	9,245.00
						CHECK TOTAL:	9,245.00
00398787	08/28/19	Void - Continued Stub	Undefined.....	Undef.	Unde	CHECK TOTAL:	0.00*
00398788	08/28/19	Offica Depot	GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	63.16
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	92.49

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	26.94
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	177.59
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	10.19
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	1,452.39
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	54.95
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	321.02
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	3.85
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	3,516.43
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	292.86
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	40.95
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	281.87
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	-40.95
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	2,525.76
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	64.33
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	2,209.93
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	6.79
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	42.02
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	3,770.40
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	15.60
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	196.58
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	62.02
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	380.14
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	191.15
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	78.28
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	0.86
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	27.99
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	1.07
			COPIER PAPER	0108011005	4312	COPIER PAPER	1,758.85
			MATERIALS & SUPPLIES-INSTRUCT	0108015600	4310	MATERIALS & SUPPLIES-INS	18.06
			MATERIALS & SUPPLIES-INSTRUCT	0108015600	4310	MATERIALS & SUPPLIES-INS	45.71
			MATERIALS & SUPPLIES-INSTRUCT	0108091005	4340	GENERAL SUPPLIES-NON INS	32.81
			GENERAL SUPPLIES-NON INSTRUCT	0108091005	4340	GENERAL SUPPLIES-NON INS	4.20
			GENERAL SUPPLIES-NON INSTRUCT	0108091005	4340	GENERAL SUPPLIES-NON INS	542.41
			GENERAL SUPPLIES-NON INSTRUCT	0108091005	4340	GENERAL SUPPLIES-NON INS	217.16
			GENERAL SUPPLIES-NON INSTRUCT	0109397150	4340	GENERAL SUPPLIES-NON INS	118.31
			GENERAL SUPPLIES-NON INSTRUCT	0109397150	4340	GENERAL SUPPLIES-NON INS	101.55
			GENERAL SUPPLIES-NON INSTRUCT	0109397150	4340	GENERAL SUPPLIES-NON INS	49.65
			GENERAL SUPPLIES-NON INSTRUCT	0109397150	4340	GENERAL SUPPLIES-NON INS	16.15
						CHECK TOTAL:	18,771.52
00398789	08/28/19	Ralphs Grocery Company	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	79.50
						CHECK TOTAL:	79.50
00398790	08/28/19	UPS Protection	ELECTRICAL REPAIRS	0105477409	5661	ELECTRICAL REPAIRS	2,878.35

LAGUNA BEACH USD  
WED, AUG 28, 2019,

08/28/19  
8:23 AM --req: RGEAUG----leg: 76

Commercial Check Register  
----loc: 94DISB-----job: 21569696 #J797--prog: BK514 <1.3 >--report id: CROCLIST

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<u>Check #</u>	<u>Register</u>	<u>Payee Name</u>	<u>Description</u>	<u>Key</u>	<u>Object</u>	<u>Object Description</u>	<u>Check Amount</u>
						CHECK TOTAL:	2,878.35
00398791	08/28/19	Ward's Natural Science	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	235.94
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	13.84
						CHECK TOTAL:	249.78
00398792	08/28/19	WavingAtYou.com	GENERAL SUPPLIES-NON INSTRUCT	0102477408	4340	GENERAL SUPPLIES-NON INS	390.00
						CHECK TOTAL:	390.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							49,209.77

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398793	08/29/19	Blue Shield of Califor	SEPTEMBER 2019	0102017400	3401	HEALTH & WELFARE, CERTIF	161,658.74
			SEPTEMBER 2019	0102397400	3402	HEALTH & WELFARE,CLASSIF	79,622.96
					CHECK TOTAL:	241,281.70	
00398794	08/29/19	City of Laguna Beach	POOL COSTS	0105477408	5580	POOL COSTS	14,247.02
					CHECK TOTAL:	14,247.02	
00398795	08/29/19	Ferguson Enterprises L	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	103.89
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	446.77
					CHECK TOTAL:	550.66	
00398796	08/29/19	Ganahl Lumber	MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	64.63
			MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	33.23
			MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	101.11
					CHECK TOTAL:	198.97	
00398797	08/29/19	Jenny Salberg	7/21-7/24 - STRENGTH FINDER	0113015040	5220	TRAVEL & CONFERENCE	288.02
					CHECK TOTAL:	288.02	
00398798	08/29/19	Southern Calif Gas Co.	JULY 2019	0107477409	5510	HEAT - UTILITIES	48.42
					CHECK TOTAL:	48.42	
00398799	08/29/19	State of CA/Department	JULY 2019	0110397140	5845	FINGER PRINTING	663.00
					CHECK TOTAL:	663.00	
00398800	08/29/19	U.S. Bank National Ass	REFRESHMENTS - NOT FOOD SERV	0101377100	4325	REFRESHMENTS - NOT FOOD	327.24
			PUBLICATIONS & JOURNALS	0101377100	4365	PUBLICATIONS & JOURNALS	15.96
			TRAVEL & CONFERENCE	0101377100	5220	TRAVEL & CONFERENCE	99.00
			TRAVEL & CONFERENCE	0101377350	5220	TRAVEL & CONFERENCE	180.25
			TRAVEL & CONFERENCE	0101377350	5220	TRAVEL & CONFERENCE	287.91
			TRAVEL & CONFERENCE	0101377350	5220	TRAVEL & CONFERENCE	2,343.32
			REFRESHMENTS - NOT FOOD SERV	0102015380	4325	REFRESHMENTS - NOT FOOD	148.14
			REFRESHMENTS - NOT FOOD SERV	0102397406	4325	REFRESHMENTS - NOT FOOD	163.66
			CONSULTANTS-OTHER	0104292600	5831	CONSULTANTS-OTHER	1,684.00
			MATERIALS & SUPPLIES-INSTRUCT	0104613150	4310	MATERIALS & SUPPLIES-INS	79.95
			MATERIALS & SUPPLIES-INSTRUCT	0104613150	4310	MATERIALS & SUPPLIES-INS	32.63
			TRAVEL & CONFERENCE	0104613150	5220	TRAVEL & CONFERENCE	1,158.00
			CONSULTANTS-OTHER	0104613150	5831	CONSULTANTS-OTHER	816.00
			GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	13.18
			GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	89.97
			GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	26.62
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	449.40
			MISC OUTSIDE VENDOR	0108015060	5860	MISC OUTSIDE VENDOR	32.32
			MATERIALS & SUPPLIES-INSTRUCT	0109017150	4310	MATERIALS & SUPPLIES-INS	434.84

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			DUES & MEMBERSHIPS	0109017150	4310	MATERIALS & SUPPLIES-INS	157.08
			MATERIALS & SUPPLIES-INSTRUCT	0109017150	4310	MATERIALS & SUPPLIES-INS	75.78
			REFRESHMENTS - NOT FOOD SERV	0109037150	4325	REFRESHMENTS - NOT FOOD	43.65
			OTHER BOOKS	0109397150	4220	OTHER BOOKS	35.22
			TRAVEL & CONFERENCE	0110397140	5220	TRAVEL & CONFERENCE	544.87
			TRAVEL & CONFERENCE	0110397140	5220	TRAVEL & CONFERENCE	529.00
			RECRUITING	0110397140	5240	RECRUITING	284.00
			TRAVEL & CONFERENCE	0113015040	5220	TRAVEL & CONFERENCE	103.57
			TRAVEL & CONFERENCE	0113015040	5220	TRAVEL & CONFERENCE	6,160.95
			COMPUTER SUPPLIES	0113017175	4320	COMPUTER SUPPLIES	33.20
			GENERAL SUPPLIES-NON INSTRUCT	0113457175	4340	GENERAL SUPPLIES-NON INS	181.55
						CHECK TOTAL:	16,531.26
00398801	08/29/19	Vander Veen, Amanda	7/18-7/19 - CHALLENGE SUCCESS	0106011008	5220	TRAVEL & CONFERENCE	48.19
						CHECK TOTAL:	48.19
00398802	08/29/19	WAXIE SANITARY SUPPLY	MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	-204.18
			MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	-29.57
			MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	566.03
						CHECK TOTAL:	332.28
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							274,189.52

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398803	08/30/19	Acorn Media	MATERIALS & SUPPLIES-INSTRUCT COMPUTER SUPPLIES	0113017175 0113457175	4310 4320	MATERIALS & SUPPLIES-INS COMPUTER SUPPLIES	135.17 299.01 CHECK TOTAL: 434.18
00398804	08/30/19	ACSA	DUES & MEMBERSHIPS DUES & MEMBERSHIPS	0109037150 0109156100	5310 5310	DUES & MEMBERSHIPS DUES & MEMBERSHIPS	1,525.00 1,525.00 CHECK TOTAL: 3,050.00
00398805	08/30/19	Air-Ex Air Conditionin	HVAC HVAC HVAC	0108497408 0107497408 0102497408	6205 6205 6205	HVAC HVAC HVAC	133,863.00 105,674.00 19,097.00 CHECK TOTAL: 258,634.00
00398806	08/30/19	Bonnie's Embroidery	GENERAL SUPPLIES-NON INSTRUCT MISC OUTSIDE VENDOR	0101377100 0110397140	4340 5860	GENERAL SUPPLIES-NON INS MISC OUTSIDE VENDOR	118.80 418.07 CHECK TOTAL: 536.87
00398807	08/30/19	Cintas Corporation Loc	OTHER CUSTODIAL SUPPLIES	0106477409	4361	OTHER CUSTODIAL SUPPLIES	181.90 CHECK TOTAL: 181.90
00398808	08/30/19	Gridium Inc.	ANNUAL SOFTWARE LICENSE FEE	0102477408	5805	ANNUAL SOFTWARE LICENSE	4,245.00 CHECK TOTAL: 4,245.00
00398809	08/30/19	Harbottle Law Group	JULY 2019	0104072000	5835	LEGAL EXPENSE	17,142.92 CHECK TOTAL: 17,142.92
00398810	08/30/19	HERTZING, RYAN	8/16 - CYBER SECURITY MING	0113457175	5220	TRAVEL & CONFERENCE	19.72 CHECK TOTAL: 19.72
00398811	08/30/19	HIDDLESON LISTENING LA	JULY 2019	0104632900	5889	OTHER THERAPY	600.00 CHECK TOTAL: 600.00
00398812	08/30/19	Michelle Foster	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0105015040 0105015040	4310 4310	MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS	86.84 48.21 CHECK TOTAL: 135.05
00398813	08/30/19	Monarch Center for Aut	JULY 2019 JULY 2019	0104632210 0104632210	5875 5898	TUITION AB3632 ROOM & BOARD	9,198.62 16,122.48 CHECK TOTAL: 25,321.10
00398814	08/30/19	New Haven Youth & Fami	JULY 2019	0104132750	5889	OTHER THERAPY	3,548.39 CHECK TOTAL: 3,548.39
00398815	08/30/19	PACWEST AIR FILTER	HVAC	0102477408	5660	HVAC	68.59

Check Stock: 76

Check #	Registrar	Payee Name	Description	Key	Object	Object Description	Check Amount
			HVAC	0102477408	5660	HVAC	44.17
			HVAC	0105477408	5660	HVAC	1,619.83
			HVAC	0106477408	5660	HVAC	1,295.56
			HVAC	0107477408	5660	HVAC	470.00
						CHECK TOTAL:	3,498.15
00398816	08/30/19	Smardan Supply Co	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	407.24
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	1,502.64
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	266.79
						CHECK TOTAL:	2,176.67
00398817	08/30/19	Spectraturf	PAVING	0107477408	5607	PAVING	30,744.00
						CHECK TOTAL:	30,744.00
00398818	08/30/19	Tangram Interiors	EQUIPMENT-NEW >\$5000	0113018640	6410	EQUIPMENT-NEW >\$5000	4,562.47
			EQUIPMENT-NEW \$500-\$5000	0113457175	4410	EQUIPMENT-NEW \$500-\$5000	849.10
						CHECK TOTAL:	5,411.57
00398819	08/30/19	Woodwind & Brasswind	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	1,759.56
						CHECK TOTAL:	1,759.56
00398820	08/30/19	City of Laguna Beach	SUBAGREEMENTS FOR SERVICES	1119014680	5100	SUBAGREEMENTS FOR SERVIC	35,000.00
			SUBAGREEMENTS FOR SERVICES	1119014680	5100	SUBAGREEMENTS FOR SERVIC	21,588.23
			OTHER LOCAL AGENCY FEES	1119014680	5852	OTHER LOCAL AGENCY FEES	25,000.00
						CHECK TOTAL:	81,588.23
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							439,027.31

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398821	09/03/19	AASA The School Superi	DUES & MEMBERSHIPS	0101377100	5310	DUES & MEMBERSHIPS	460.00
						CHECK TOTAL:	460.00
00398822	09/03/19	ACSA Region 17	DUES & MEMBERSHIPS	0101377100	5310	DUES & MEMBERSHIPS	300.00
						CHECK TOTAL:	300.00
00398823	09/03/19	Cox Communications	AUGUST 2019	0106091008	5860	MISC OUTSIDE VENDOR	18.00
						CHECK TOTAL:	18.00
00398824	09/03/19	EPS LITERACY & INTERVE	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	274.44
						CHECK TOTAL:	274.44
00398825	09/03/19	Laguna Hills High Scho	BBALL TOURN - 12/9-12/14	0105311075	5860	MISC OUTSIDE VENDOR	400.00
						CHECK TOTAL:	400.00
00398826	09/03/19	PACWEST AIR FILTER	HVAC	0108477408	5660	HVAC	815.10
						CHECK TOTAL:	815.10
00398827	09/03/19	Peter Penland	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	96.58
						CHECK TOTAL:	96.58
00398828	09/03/19	ROTARY CLUB OF LAGUNA	DUES - JULY - DECEMBER 2019	0101377100	5310	DUES & MEMBERSHIPS	139.00
			DUES - JULY - DECEMBER 2019	0101377100	5310	DUES & MEMBERSHIPS	514.45
						CHECK TOTAL:	653.45
00398829	09/03/19	Samuel French Inc	MATERIALS & SUPPLIES-INSTRUCT	0105315015	4310	MATERIALS & SUPPLIES-INS	304.20
						CHECK TOTAL:	304.20
00398830	09/03/19	South Coast Fire Prote	RISK MANAGEMENT	0102477408	5670	RISK MANAGEMENT	402.00
			RISK MANAGEMENT	0102477408	5670	RISK MANAGEMENT	576.85
			RISK MANAGEMENT	0102477408	5670	RISK MANAGEMENT	540.71
			RISK MANAGEMENT	0102477408	5670	RISK MANAGEMENT	852.41
			RISK MANAGEMENT	0102477408	5670	RISK MANAGEMENT	413.09
						CHECK TOTAL:	2,785.06
00398831	09/03/19	Waste Management of OC	SEPTEMBER 2019	0102477409	5540	TRASH - UTILITIES	240.88
			SEPTEMBER 2019	0105477409	5540	TRASH - UTILITIES	1,412.70
			SEPTEMBER 2019	0106477409	5540	TRASH - UTILITIES	490.39
			SEPTEMBER 2019	0107477409	5540	TRASH - UTILITIES	461.09
			SEPTEMBER 2019	0108477409	5540	TRASH - UTILITIES	283.57
						CHECK TOTAL:	2,888.63
00398832	09/03/19	Gold Star Foods	FOOD	1302277426	4700	FOOD	929.89
			FOOD	1302277426	4700	FOOD	378.28

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	195.56
			FOOD	1302277426	4700	FOOD	48.13
			FOOD	1302277426	4700	FOOD	567.31
			FOOD	1302277426	4700	FOOD	501.51
			FOOD	1302277426	4700	FOOD	275.27
			FOOD	1302277426	4700	FOOD	89.97
			FOOD	1302277426	4700	FOOD	184.86
			FOOD	1302277426	4700	FOOD	69.97
						CHECK TOTAL:	3,260.75
00398833	09/03/19	Hollandia Dairy Inc	FOOD	1302277426	4700	FOOD	34.88
			FOOD	1302277426	4700	FOOD	45.96
			FOOD	1302277426	4700	FOOD	14.19
						CHECK TOTAL:	95.03
00398834	09/03/19	P & R Paper Supply Co	GENERAL SUPPLIES-NON INSTRUCT	1302277426	4340	GENERAL SUPPLIES-NON INS	3,021.38
			GENERAL SUPPLIES-NON INSTRUCT	1302277426	4340	GENERAL SUPPLIES-NON INS	1,041.59
						CHECK TOTAL:	4,062.97
00398835	09/03/19	Raymond, Anessaia	FOOD SERVICE SALES	1300007426	8634	FOOD SERVICE SALES	52.05
						CHECK TOTAL:	52.05
00398836	09/03/19	SUNRISE PRODUCE	FOOD	1302277426	4700	FOOD	115.08
			FOOD	1302277426	4700	FOOD	100.66
			FOOD	1302277426	4700	FOOD	175.18
						CHECK TOTAL:	390.92
00398837	09/03/19	Sysco Food Service of	FOOD	1302277426	4700	FOOD	818.69
			FOOD	1302277426	4700	FOOD	1,078.35
			FOOD	1302277426	4700	FOOD	103.67
			FOOD	1302277426	4700	FOOD	137.48
			FOOD	1302277426	4700	FOOD	88.38
						CHECK TOTAL:	2,226.57
00398838	09/03/19	US Foodservice Inc.	FOOD	1302277426	4700	FOOD	1,315.84
			FOOD	1302277426	4700	FOOD	64.85
			FOOD	1302277426	4700	FOOD	1,646.99
			FOOD	1302277426	4700	FOOD	137.03
			FOOD	1302277426	4700	FOOD	258.18
			FOOD	1302277426	4700	FOOD	801.91
						CHECK TOTAL:	4,224.80
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							23,308.55

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398839	09/04/19	ACSA Foundation Educa	DUES & MEMBERSHIPS	0106091008	5310	DUES & MEMBERSHIPS	1,603.00
			DUES & MEMBERSHIPS	0106091008	5310	DUES & MEMBERSHIPS	1,603.00
						CHECK TOTAL:	3,206.00
00398840	09/04/19	BAVCO	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	144.99
						CHECK TOTAL:	144.99
00398841	09/04/19	City of Laguna Beach	REGULATORY FEES	0102477409	5850	REGULATORY FEES	125.00
						CHECK TOTAL:	125.00
00398842	09/04/19	Copy & Print Center	GENERAL SUPPLIES-NON INSTRUCT	0108091005	4340	GENERAL SUPPLIES-NON INS	292.61
						CHECK TOTAL:	292.61
00398843	09/04/19	Duan Edwards Paint	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	39.13
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	931.15
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	182.97
			MAINTENANCE SUPPLIES	0107477408	4362	MAINTENANCE SUPPLIES	81.04
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	24.83
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	547.54
						CHECK TOTAL:	1,806.66
00398844	09/04/19	Fisher Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	283.36
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	65.25
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	110.67
						CHECK TOTAL:	459.48
00398845	09/04/19	Flinn Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	108.27
						CHECK TOTAL:	108.27
00398846	09/04/19	Foundation for Cross-C	7/22-BACKFLOW TESTER WORKSHOP	0102477408	5220	TRAVEL & CONFERENCE	250.00
						CHECK TOTAL:	250.00
00398847	09/04/19	Ganahl Lumber	MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	21.02
			MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	10.23
			MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	117.74
						CHECK TOTAL:	148.99
00398848	09/04/19	HANSON, HEATHER	8/4-8/8 - SO CA AP INSTITUTE	0105011012	5220	TRAVEL & CONFERENCE	931.39
						CHECK TOTAL:	931.39
00398849	09/04/19	HI-TECH Cabling Inc.	CONTRACT SERVICES	0102477408	5610	CONTRACT SERVICES	980.00
						CHECK TOTAL:	980.00
00398850	09/04/19	Boltz, Alexandra	TRAVEL & CONFERENCE	0105015040	4310	MATERIALS & SUPPLIES-INS	190.21

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<u>Check #</u>	<u>Register</u>	<u>Payee Name</u>	<u>Description</u>	<u>Key</u>	<u>Object</u>	<u>Object Description</u>	<u>Check Amount</u>
						CHECK TOTAL:	190.21
00398851	09/04/19	Institute for Multi-Se	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	671.08
						CHECK TOTAL:	671.08
00398852	09/04/19	Kelvin Education Inc.	ANNUAL SOFTWARE LICENSE FEE	0109156100	5805	ANNUAL SOFTWARE LICENSE	5,858.00
						CHECK TOTAL:	5,858.00
00398853	09/04/19	Lacrosse Unlimited Inc	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	532.29
						CHECK TOTAL:	532.29
00398854	09/04/19	Laguna Graphic Arts In	OUTSIDE PRINTING	0106091008	5870	OUTSIDE PRINTING	258.60
						CHECK TOTAL:	258.60
00398855	09/04/19	Lordsburg Communicatio	OUTSIDE PRINTING	0110397140	5870	OUTSIDE PRINTING	136.64
						CHECK TOTAL:	136.64
00398856	09/04/19	Maintex	OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	424.94
						CHECK TOTAL:	424.94
00398857	09/04/19	Robert's Liquid Dispos	CONTRACT SERVICES	0107477408	5610	CONTRACT SERVICES	2,500.00
						CHECK TOTAL:	2,500.00
00398858	09/04/19	Steven Sogo	7/20-7/25 - CHEMED 2019	0105011012	5220	TRAVEL & CONFERENCE	1,471.36
						CHECK TOTAL:	1,471.36
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							20,496.51

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398859	09/05/19	Acorn Media	COMPUTER SUPPLIES	0113017175	4320	COMPUTER SUPPLIES	11,421.50
						CHECK TOTAL:	11,421.50
00398860	09/05/19	Atkinson Andelson Loya	JULY 2019	0102397400	5835	LEGAL EXPENSE	19,487.25
						CHECK TOTAL:	19,487.25
00398861	09/05/19	B & H Photo Video Inc.	MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS	16.15
						CHECK TOTAL:	16.15
00398862	09/05/19	BERTRAND'S HORN IMPROV	ZILDJIAN S SERIES BAND CYMBAL	0102011190	4310	MATERIALS & SUPPLIES-INS	312.46
			LP PRESTIGE SERIES TIMBALES ST	0102011190	4410	EQUIPMENT-NEW \$500-\$5000	644.33
			DI KHAO L5 FLUTE DK470BOF	0102011190	4410	EQUIPMENT-NEW \$500-\$5000	815.86
			YAMAHA L3-P CLARINET YCL-200AD	0102011190	4410	EQUIPMENT-NEW \$500-\$5000	592.62
			YAMAHA L3-P CLARINET YCL-200AD	0102011190	4410	EQUIPMENT-NEW \$500-\$5000	592.62
						CHECK TOTAL:	3,057.89
00398863	09/05/19	BERTRAND'S HORN IMPROV	MISC REPAIR	0102011190	5690	MISC REPAIR	1,956.18
						CHECK TOTAL:	1,956.18
00398864	09/05/19	Brain Pop	ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE	8,001.00
						CHECK TOTAL:	8,001.00
00398865	09/05/19	BrightView Landscape S	LANDSCAPE/IRRIGATION	0105477409	5680	LANDSCAPE/IRRIGATION	2,538.74
			LANDSCAPE/IRRIGATION	0105477409	5680	LANDSCAPE/IRRIGATION	6,450.90
			LANDSCAPE/IRRIGATION	0106477409	5680	LANDSCAPE/IRRIGATION	243.40
			LANDSCAPE/IRRIGATION	0107477409	5680	LANDSCAPE/IRRIGATION	1,896.38
			LANDSCAPE/IRRIGATION	0107477409	5680	LANDSCAPE/IRRIGATION	944.50
			JULY 2019	0102477409	5680	LANDSCAPE/IRRIGATION	753.94
			JULY 2019	0105477409	5680	LANDSCAPE/IRRIGATION	8,744.55
			JULY 2019	0106477409	5680	LANDSCAPE/IRRIGATION	3,769.71
			JULY 2019	0107477409	5680	LANDSCAPE/IRRIGATION	5,151.93
			JULY 2019	0108477409	5680	LANDSCAPE/IRRIGATION	4,397.99
						CHECK TOTAL:	34,893.04
00398866	09/05/19	CRISIS PREVENTION INST	DUES & MEMBERSHIPS	0104132750	5310	DUES & MEMBERSHIPS	150.00
						CHECK TOTAL:	150.00
00398867	09/05/19	Custom Tees Now	GENERAL SUPPLIES-NON INSTRUCT	0101377350	4340	GENERAL SUPPLIES-NON INS	3,628.12
						CHECK TOTAL:	3,628.12
00398868	09/05/19	Dan's Thermal Services	CONTRACT SERVICES	0106477408	5610	CONTRACT SERVICES	85.00
						CHECK TOTAL:	85.00
00398869	09/05/19	Flinn Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	296.71

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
						CHECK TOTAL:	296.71
00398870	09/05/19		AUGUST 2019	0104632900	5878	PARENT REIMBURSEMENT (LE	2,375.00
						CHECK TOTAL:	2,375.00
00398871	09/05/19	JW Pepper	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	120.07
						CHECK TOTAL:	120.07
00398872	09/05/19	Laguna Graphic Arts In	OUTSIDE PRINTING	0106091008	5870	OUTSIDE PRINTING	355.58
						CHECK TOTAL:	355.58
00398873	09/05/19	LIGHTSPEED TECHNOLOGIE	COMPUTER SUPPLIES	0113018640	4320	COMPUTER SUPPLIES	928.48
						CHECK TOTAL:	928.48
00398874	09/05/19	Maintex	OTHER CUSTODIAL SUPPLIES	0108477409	4361	OTHER CUSTODIAL SUPPLIES	902.77
						CHECK TOTAL:	902.77
00398875	09/05/19	OCDE	OUTSIDE PRINTING	0102397406	5870	OUTSIDE PRINTING	700.38
						CHECK TOTAL:	700.38
00398876	09/05/19	Office Depot	PRINTERS <\$250 & INK/SUPPLIES	0108011005	4322	PRINTERS <\$250 & INK/SUP	5,318.43
						CHECK TOTAL:	5,318.43
00398877	09/05/19	QUALITY LOGO PRODUCTS	MISC OUTSIDE VENDOR	0110397140	5860	MISC OUTSIDE VENDOR	682.82
						CHECK TOTAL:	682.82
00398878	09/05/19	The Art of Education U	CONSULTANTS-INSTRUCTIONAL	0109017150	5830	CONSULTANTS-INSTRUCTIONA	7,500.00
						CHECK TOTAL:	7,500.00
00398879	09/05/19	The LifeTrends Group T	GENERAL SUPPLIES-NON INSTRUCT	0102477408	4340	GENERAL SUPPLIES-NON INS	3,574.90
						CHECK TOTAL:	3,574.90
00398880	09/05/19	Rubnau Clarke Architec	PLANNING/ENGINEERING FEES	4206498510	6219	PLANNING/ENGINEERING FEE	3,465.00
						CHECK TOTAL:	3,465.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							108,916.27

Check Stock: 76

Check #	Registrar	Payee Name	Description	Key	Object	Object Description	Check Amount
00398881	09/06/19	ACTIVE INTERNET TECHNO	CONSULTANTS-COMPUTER SERVICES	0113457175	5832	CONSULTANTS-COMPUTER SER	10,000.00
						CHECK TOTAL:	10,000.00
00398882	09/06/19	AMPLIFIED IT LLC	ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	1,419.00
						CHECK TOTAL:	1,419.00
00398883	09/06/19	Continental Marble and	BUILDING IMPROVEMENTS	0105497408	6230	BUILDING IMPROVEMENTS	26,927.00
						CHECK TOTAL:	26,927.00
00398884	09/06/19	Copy & Print Center	OUTSIDE PRINTING	0106091008	5870	OUTSIDE PRINTING	440.61
						CHECK TOTAL:	440.61
00398885	09/06/19	Dow Diversified Inc.	CONTRACT SERVICES	0106477408	5610	CONTRACT SERVICES	39,394.00
						CHECK TOTAL:	39,394.00
00398886	09/06/19	Electric Car Sales	VEHICLE-LEASE/PURCHASE	0105497408	6430	VEHICLE-LEASE/PURCHASE	17,546.30
						CHECK TOTAL:	17,546.30
00398887	09/06/19	Laguna Beach Water Dis	6/26/19 - 8/27/19 6/26/19 - 8/27/19 6/26/19 - 8/27/19 6/26/19 - 8/27/19	0107477409 0107477409 0107477409 0107477409	5530 5530 5530 5530	WATER - UTILITIES WATER - UTILITIES WATER - UTILITIES WATER - UTILITIES	383.36 356.61 3,601.11 3,632.61
						CHECK TOTAL:	7,973.69
00398888	09/06/19	Laguna Graphic Arts In	OUTSIDE PRINTING	0106091008	5870	OUTSIDE PRINTING	355.58
						CHECK TOTAL:	355.58
00398889	09/06/19	Landers Supply House	MISC OUTSIDE VENDOR	0106091008	5860	MISC OUTSIDE VENDOR	731.19
						CHECK TOTAL:	731.19
00398890	09/06/19	Maintex	OTHER CUSTODIAL SUPPLIES OTHER CUSTODIAL SUPPLIES	0108477409 0108477409	4361 4361	OTHER CUSTODIAL SUPPLIES OTHER CUSTODIAL SUPPLIES	72.65 6.34
						CHECK TOTAL:	78.99
00398891	09/06/19	Safety 1st Pest Contro	JULY 2019 JULY 2019 JULY 2019 JULY 2019 JULY 2019	0102477409 0105477409 0106477409 0107477409 0108477409	5550 5550 5550 5550 5550	PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL	50.00 175.00 125.00 125.00 125.00
						CHECK TOTAL:	600.00
00398892	09/06/19	SOLUTION TREE	TRAVEL & CONFERENCE	0106011008	5220	TRAVEL & CONFERENCE	5,200.00
						CHECK TOTAL:	5,200.00

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FRI, SEP 06, 2019,

09/06/19

Commercial Check Register

All Entries Requested

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7:52 AM --req: RGEAUC----leg: 76 ----loc: 94DISB----job: 21589406 #J137--prog: BK514 <1.3 >--report id: CROCLIST

Check Stock: 76

<u>Check #</u>	<u>Register</u>	<u>Payee Name</u>	<u>Description</u>	<u>Key</u>	<u>Object</u>	<u>Object Description</u>	<u>Check Amount</u>
00398893	09/06/19	THE BALLOON BOX	MISC OUTSIDE VENDOR	0106011008	5860	MISC OUTSIDE VENDOR	824.88
						CHECK TOTAL:	824.88
00398894	09/06/19	Varsity Spirit Fashion	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	2,682.33
						CHECK TOTAL:	2,682.33
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							114,173.57

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398895	09/09/19	ABEDI Inc.	JULY 2019	0104602140	5894	IBI SUPERVISION	330.00
						CHECK TOTAL:	330.00
00398896	09/09/19	Best Image Graphics	MISC OUTSIDE VENDOR	0106015455	5860	MISC OUTSIDE VENDOR	221.00
						CHECK TOTAL:	221.00
00398897	09/09/19		NPS TRANSPORTATION-IN LIEU	0104256700	5881	NPS TRANSPORTATION-IN LI	771.71
						CHECK TOTAL:	771.71
00398898	09/09/19	Burnham Benefits Insur	SEPTEMBER 2019	0102397400	5831	CONSULTANTS-OTHER	5,000.00
						CHECK TOTAL:	5,000.00
00398899	09/09/19	CALIFORNIA SCHOOLS EMP	SEPTEMBER 2019	0102017400	3401	HEALTH & WELFARE, CERTIF	2,796.31
			SEPTEMBER 2019	0102017400	3401	HEALTH & WELFARE, CERTIF	19,604.76
			SEPTEMBER 2019	0102397400	3402	HEALTH & WELFARE, CLASSIF	1,377.28
			SEPTEMBER 2019	0102397400	3402	HEALTH & WELFARE, CLASSIF	9,656.07
			SEPTEMBER 2019	0102397400	5831	CONSULTANTS-OTHER	543.00
						CHECK TOTAL:	33,977.42
00398900	09/09/19	Dan's Thermal Services	CONTRACT SERVICES	0106477408	5610	CONTRACT SERVICES	905.46
						CHECK TOTAL:	905.46
00398901	09/09/19	DIXON, JEFF	MISC OUTSIDE VENDOR	0101377350	5860	MISC OUTSIDE VENDOR	204.81
						CHECK TOTAL:	204.81
00398902	09/09/19	Expert Window Covering	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	852.15
			CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	350.00
						CHECK TOTAL:	1,202.15
00398903	09/09/19	Ferguson Enterprises L	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	480.80
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	102.36
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	89.31
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	139.78
						CHECK TOTAL:	812.25
00398904	09/09/19	FloWater Inc.	1 Waterflow unit with delivery	0105475600	4410	EQUIPMENT-NEW \$500-\$5000	4,617.75
			1 Waterflow unit with delivery	0107475600	4410	EQUIPMENT-NEW \$500-\$5000	4,617.75
						CHECK TOTAL:	9,235.50
00398905	09/09/19	Industrial Metal Suppl	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	172.40
						CHECK TOTAL:	172.40
00398906	09/09/19	JENNIFER TOREX SPEECH	AUGUST 2019	0104632900	5887	SPEECH THERAPY	1,955.00
						CHECK TOTAL:	1,955.00

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398907	09/09/19	LIGHTSPEED TECHNOLOGIE	EQUIPMENT-NEW >\$5000 EQUIPMENT-NEW >\$5000	0113018640 0113018640	6410 6410	EQUIPMENT-NEW >\$5000 EQUIPMENT-NEW >\$5000	4,640.80 7,640.35 CHECK TOTAL: 12,281.15
00398908	09/09/19	MUSEUM OF TOLERANCE	2/5/2020 2/4/2020	0106015570 0106015570	5860 5860	MISC OUTSIDE VENDOR MISC OUTSIDE VENDOR	1,575.00 1,575.00 CHECK TOTAL: 3,150.00
00398909	09/09/19	New Vista School	JULY 2019	0104632210	5875	TUITION	3,758.25 CHECK TOTAL: 3,758.25
00398910	09/09/19	Ocean View School	AUGUST 2019	0104632210	5875	TUITION	1,788.44 CHECK TOTAL: 1,788.44
00398911	09/09/19	REAL INSPIRATIONS INC.	CONSULTANTS-OTHER	0106011008	5831	CONSULTANTS-OTHER	3,000.00 CHECK TOTAL: 3,000.00
00398912	09/09/19	Southern California Ed	AUGUST 2019 AUGUST 2019 AUGUST 2019 AUGUST 2019	0102477409 0105477409 0106477409 0107477409	5520 5520 5520 5520	LIGHT & POWER LIGHT & POWER LIGHT & POWER LIGHT & POWER	2,518.40 11,627.52 7,406.17 9.34 CHECK TOTAL: 21,561.43
00398913	09/09/19	The LaunchPad Therapy	AUGUST 2019	0104632900	5885	OCCUPATIONAL THERAPY	1,090.00 CHECK TOTAL: 1,090.00
00398914	09/09/19	Ward's Natural Science	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0105011012 0105011012	4310 4310	MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS	135.46 400.01 CHECK TOTAL: 535.47
00398915	09/09/19		SUMMER 2019	0104632900	5878	PARENT REIMBURSEMENT (LE	1,800.00 CHECK TOTAL: 1,800.00
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	103,752.44

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398916	09/10/19	EM Contracting Inc.	ASBESTOS	0102477408	5601	ASBESTOS	5,250.00
CHECK TOTAL:							5,250.00
00398917	09/10/19	CDW GOVERNMENT LLC	COMPUTER SUPPLIES	0113017175	4320	COMPUTER SUPPLIES	200,320.80
			COMPUTER SUPPLIES	0113017175	4320	COMPUTER SUPPLIES	72.00
			COMPUTER SUPPLIES	0113017175	4320	COMPUTER SUPPLIES	21,280.00
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	296.09
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	157.75
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	18.37
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	42.50
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	36.75
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	676.78
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	339.46
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	785.93
CHECK TOTAL:							224,026.43
00398918	09/10/19	Certified Transportati	8/16 - FORTOLA	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	1,894.98
			8/20 - SD AIRPORT	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	551.05
			8/20 - SD AIRPORT	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	666.16
CHECK TOTAL:							3,112.19
00398919	09/10/19	Cintas Corporation Loc	OTHER CUSTODIAL SUPPLIES	0108477409	4361	OTHER CUSTODIAL SUPPLIES	452.49
			OTHER CUSTODIAL SUPPLIES	0108477409	4361	OTHER CUSTODIAL SUPPLIES	452.49
CHECK TOTAL:							904.98
00398920	09/10/19	Ganahl Lumber	MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	325.10
CHECK TOTAL:							325.10
00398921	09/10/19	Irvine Ranch Water Dis	SEWER FEES	0107477409	5555	SEWER FEES	1,194.58
CHECK TOTAL:							1,194.58
00398922	09/10/19	Swardan Supply Co	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	151.02
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	67.32
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	20.92
CHECK TOTAL:							239.26
00398923	09/10/19	Southwest School and O	MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	384.80
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	79.40
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	88.25
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	1,237.00
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	399.98
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	736.45
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	749.94
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	413.59

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TUE, SEP 10, 2019,

09/10/19

Commercial Check Register

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8:03 AM --req: PKHODO----lag: 76 ----loc: 94DISB----job: 21596408 #J157--prog: BK514 <1.3 >--report id: CNOCLIST

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	598.95
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	23.66
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	427.08
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	3,225.44
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	1,175.62
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	1,078.07
						CHECK TOTAL:	10,618.23
00398924	09/10/19	Systems Waterproofing	PAINTING	0105477408	5675	PAINTING	3,692.00
						CHECK TOTAL:	3,692.00
00398925	09/10/19	TLC Child & Family Ser	AUGUST 2019	0104632210	5875	TUITION	2,385.84
			AUGUST 2019	0104632210	5898	AB3632 ROOM & BOARD	13,732.00
						CHECK TOTAL:	16,117.84
00398926	09/10/19	VERTICAL TRANSPORT INC	OTHER MAINTENANCE SERVICES	0107477408	5692	OTHER MAINTENANCE SERVIC	432.71
						CHECK TOTAL:	432.71
00398927	09/10/19	VORTEX INDUSTRIES INC.	CONTRACT SERVICES	0106477408	5610	CONTRACT SERVICES	341.01
			CONTRACT SERVICES	0106477408	5610	CONTRACT SERVICES	11,398.00
						CHECK TOTAL:	11,739.01
00398928	09/10/19	BEST Contracting Servi	ROOFING	4005498440	6209	ROOFING	14,505.50
			ROOFING	4007498440	6209	ROOFING	19,725.80
						CHECK TOTAL:	34,232.30
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							311,884.63

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398929	09/11/19	ACSA	DUES & MEMBERSHIPS	0105091012	5310	DUES & MEMBERSHIPS	1,525.00
						CHECK TOTAL:	1,525.00
00398930	09/11/19	Apple Computer Inc.	EQUIPMENT-COMPUTER \$500-\$5000 COMPUTER SUPPLIES	0113017175	4320	COMPUTER SUPPLIES	57,021.30
				0113017175	4320	COMPUTER SUPPLIES	900.00
						CHECK TOTAL:	57,921.30
00398931	09/11/19	Challenge Success	TRAVEL & CONFERENCE	0105011012	5220	TRAVEL & CONFERENCE	10,000.00
						CHECK TOTAL:	10,000.00
00398932	09/11/19	Cintas Corporation Loc	OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	241.49
						CHECK TOTAL:	241.49
00398933	09/11/19	Copy & Print Center	GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	94.43
						CHECK TOTAL:	94.43
00398934	09/11/19	Cox Communications	SEPTEMBER 2019	0113457175	5940	INTERNET CONNECTIVITY	375.49
						CHECK TOTAL:	375.49
00398935	09/11/19	DIAMOND GLASS	CONTRACT SERVICES	0102477408	5610	CONTRACT SERVICES	13,196.54
			CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	4,248.40
			CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	1,896.40
						CHECK TOTAL:	19,341.34
00398936	09/11/19	FIVE STAR TROPHIES	GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	23.71
						CHECK TOTAL:	23.71
00398937	09/11/19	Illuminate Education I	ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE	20,757.00
						CHECK TOTAL:	20,757.00
00398938	09/11/19	Institute for Multi-Se	TRAVEL & CONFERENCE	0108011005	5220	TRAVEL & CONFERENCE	1,175.00
						CHECK TOTAL:	1,175.00
00398939	09/11/19	JW Pepper	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	84.64
						CHECK TOTAL:	84.64
00398940	09/11/19	Monarch Center for Aut	AUGUST 2019	0104632210	5100	SUBAGREEMENTS FOR SERVIC	9,354.20
			AUGUST 2019	0104632210	5898	AB3632 ROOM & BOARD	16,122.48
						CHECK TOTAL:	25,476.68
00398941	09/11/19	OC SLLC INC.	AUGUST 2019	0104632900	5889	OTHER THERAPY	2,800.00
			AUGUST 2019	0104632900	5889	OTHER THERAPY	3,600.00
						CHECK TOTAL:	6,400.00

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398942	09/11/19	Orange County Therapy	AUGUST 2019 AUGUST 2019	0104632900	5885	OCCUPATIONAL THERAPY	2,880.00
				0104632900	5886	PHYSICAL THERAPY	270.00
						CHECK TOTAL:	3,150.00
00398943	09/11/19	Penske Truck Leasing C	RENTAL EXPENSE	0102477408	5620	RENTAL EXPENSE	185.84
						CHECK TOTAL:	185.84
00398944	09/11/19	PTM Document Systems	GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	72.66
						CHECK TOTAL:	72.66
00398945	09/11/19	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	28.94
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	16.58
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	70.03
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	130.32
						CHECK TOTAL:	245.87
00398946	09/11/19	Verizon Wireless IA	AUGUST 2019	0113457175	5930	MOBILE COMMUNICATIONS	3,284.68
						CHECK TOTAL:	3,284.68
00398947	09/11/19	Ward's Natural Science	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	47.39
						CHECK TOTAL:	47.39
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							150,402.52

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398948	09/12/19	CLASSLINK INC.	ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	8,840.40
						CHECK TOTAL:	8,840.40
00398949	09/12/19	Dunn Edwards Paint	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	185.90
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	-155.23
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	32.01
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	-136.71
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	134.45
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	48.32
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	16.37
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	-41.09
						CHECK TOTAL:	84.02
00398950	09/12/19	Fisher Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	251.17
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	222.22
						CHECK TOTAL:	473.39
00398951	09/12/19	Follett Educational Se	TEXTBOOKS	0102016300	4100	TEXTBOOKS	1,744.20
						CHECK TOTAL:	1,744.20
00398952	09/12/19	Follett School Solutio	MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS	4,183.51
						CHECK TOTAL:	4,183.51
00398953	09/12/19	Ganahl Lumber	MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	41.71
			MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	153.47
			MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	16.05
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	122.13
						CHECK TOTAL:	333.36
00398954	09/12/19	Boms Depot	MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	481.05
			MAINTENANCE SUPPLIES	0102477408	4362	MAINTENANCE SUPPLIES	690.62
						CHECK TOTAL:	1,171.67
00398955	09/12/19	LocoRobo Innovations I	MATERIALS & SUPPLIES-INSTRUCT	0105014695	4310	MATERIALS & SUPPLIES-INS	4,190.36
						CHECK TOTAL:	4,190.36
00398956	09/12/19	Southpaw Enterprises	EQUIPMENT-NEW >\$5000	0104172525	6410	EQUIPMENT-NEW >\$5000	2,715.00
						CHECK TOTAL:	2,715.00
00398957	09/12/19	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	36.10
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	319.20
						CHECK TOTAL:	355.30
00398958	09/12/19	Tangram Interiors	EQUIPMENT-NEW >\$5000	0113018640	6410	EQUIPMENT-NEW >\$5000	138,641.33

Check Stock: 76

<u>Check #</u>	<u>Register</u>	<u>Payee Name</u>	<u>Description</u>	<u>Key</u>	<u>Object</u>	<u>Object Description</u>	<u>Check Amount</u>
			EQUIPMENT-NEW >\$5000	0113018640	6410	EQUIPMENT-NEW >\$5000	2,757.54
			COMPUTER SUPPLIES	0105114695	4320	COMPUTER SUPPLIES	4,490.06
						CHECK TOTAL:	145,888.93
00398959	09/12/19	Ureno, Anakaren	MILEAGE - 8/8/19-8/30/19	0110397140	5220	TRAVEL & CONFERENCE	23.20
						CHECK TOTAL:	23.20
00398960	09/12/19	Voyager Sports Learnin	MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	1,644.58
						CHECK TOTAL:	1,644.58
00398961	09/12/19	WLC LLC	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	5,500.00
						CHECK TOTAL:	5,500.00
00398962	09/12/19	XVR Software LLC	ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE	11,000.00
						CHECK TOTAL:	11,000.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							188,147.92

Check Stock: 76

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00398963	09/13/19	Advanced Alarm & Fire	ALARM SERVICES	0105477409	5560	ALARM SERVICES	1,290.00
						CHECK TOTAL:	1,290.00
00398964	09/13/19	Cintas Corporation Loc	OTHER CUSTODIAL SUPPLIES	0108477409	4361	OTHER CUSTODIAL SUPPLIES	284.37
						CHECK TOTAL:	284.37
00398965	09/13/19	Continental Marble and	BUILDING IMPROVEMENTS	0105497408	6230	BUILDING IMPROVEMENTS	3,226.26
						CHECK TOTAL:	3,226.26
00398966	09/13/19	FAGEN, FRIEDMAN & FULF	9/27 & 3/20-SPED SYMP	0104613150	5220	TRAVEL & CONFERENCE	360.00
						CHECK TOTAL:	360.00
00398967	09/13/19	Boughton Mifflin Harco	CONSULTANTS-INSTRUCTIONAL	0102015380	5830	CONSULTANTS-INSTRUCTIONAL	11,657.00
			ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE	1,350.00
			ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE	-3,600.00
						CHECK TOTAL:	9,407.00
00398968	09/13/19	Jenny Salberg	7/22-7/24 - STRENGTHS FINDER	0113015040	5220	TRAVEL & CONFERENCE	101.36
						CHECK TOTAL:	101.36
00398969	09/13/19	Leah Prettyman	7/18-7/19 - CHALLENGE SUCCESS	0101377350	5220	TRAVEL & CONFERENCE	94.00
						CHECK TOTAL:	94.00
00398970	09/13/19	Maintex	OTHER CUSTODIAL SUPPLIES	0106477409	4361	OTHER CUSTODIAL SUPPLIES	3,423.66
						CHECK TOTAL:	3,423.66
00398971	09/13/19	N2Y LLC	MATERIALS & SUPPLIES-INSTRUCT	0104613150	4310	MATERIALS & SUPPLIES-INS	813.52
						CHECK TOTAL:	813.52
00398972	09/13/19	Office Depot	GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	16.29
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	0.56
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	87.67
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	85.91
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	570.00
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	263.99
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	24.51
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	67.76
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	55.57
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	2.23
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	28.00
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	154.92
						CHECK TOTAL:	1,357.41
00398973	09/13/19	Oriental Trading Co	GENERAL SUPPLIES-NON INSTRUCT	0108015600	4340	GENERAL SUPPLIES-NON INS	341.53

Check Stock: 76

<u>Check #</u>	<u>Register</u>	<u>Payee Name</u>	<u>Description</u>	<u>Key</u>	<u>Object</u>	<u>Object Description</u>	<u>Check Amount</u>
						CHECK TOTAL:	341.53
00398974	09/13/19	Really Good Stuff	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	495.65
						CHECK TOTAL:	495.65
00398975	09/13/19	Securly Inc.	ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	15,840.00
						CHECK TOTAL:	15,840.00
00398976	09/13/19	Shearer, Kellee	MILEAGE - 8/12-8/22	0105114695	5210	MILEAGE REIMBURSEMENT	48.14
						CHECK TOTAL:	48.14
00398977	09/13/19	Ward's Natural Science	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	84.56
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	87.69
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	28.95
						CHECK TOTAL:	201.20
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							37,284.10

**Laguna Beach Unified School District**

**13.j. CONSENT/ACTION**

**September 24, 2019**

**Approval: Independent Contractor Agreement with Jennifer McCluan in an Amount Not-to-Exceed \$3,000 for the 2019-20 School Year to Provide Consultation Services for NGSS Implementation**

**LCAP Priority Alignment**

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

**Proposal**

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

**Background**

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

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

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

**Budget Impact**

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

**Recommended Action**

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

**Winston/Viloria**

## INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Part A - Statutory Limits for Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

District:

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

Contractor:

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

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

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

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

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

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

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

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

Laguna Beach Unified School District  
District Name

Jennifer McCluan  
Contractor Name

Signatures:

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

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

Jason Vilorio, Ed.D.  
Superintendent of Schools

Jennifer McCluan  
Consultant

**Laguna Beach Unified School District**

**13.k. CONSENT/ACTION**

**September 24, 2019**

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

**LCAP Priority Area**

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

**Proposal**

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

**Background**

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

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

**Wellness Goals:**

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

**Wellness Strategies:**

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

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

**Budget Impact**

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

**Recommended Action**

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

**WEST HEALTH ADVOCATE SOLUTIONS, INC.**

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

**PLAN SPONSOR AGREEMENT**

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

**1. Description of Services:**

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

**2. Term / Termination:**

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

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

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

### 3. Fees:

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

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

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

#### **4. Confidentiality:**

- a. The Parties agree to protect the privacy and confidentiality of any and all Member personal and medical information in their possession ("Confidential Information"), abiding by all applicable laws and regulations.
- b. The Parties agree to abide by the Business Associate Agreement, attached hereto as Exhibit "B" and incorporated herein by reference, which contains such terms as are required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Final Rule for Standards for Privacy of Individually Identifiable Health Information adopted by the United States Department of Health and Human Services and codified at 45 C.F.R. part 160 and part 164, subparts A & E (the "Privacy Rule"), the HIPAA Security Rule, codified at 45 C.F.R. Part 164 Subpart C and Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH") including C.F.R. Sections 164.308, 164.310, 164.312 and 164.316 in effect, or as amended.
- c. Health Advocate will not use any Confidential Information for any purpose other than that for which it is provided nor will Health Advocate sell, transfer or disclose this Confidential Information for its own benefit or the benefit of others.
- d.

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

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

**5. Reports:**

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

**6. Indemnification:**

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

b.

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

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

**7. General:**

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

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

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

Limitation of Liability.

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

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

**For Client:**

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

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

**For Health Advocate:**

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

**Tel. No.: (610) 397-7398  
Fax No.: (610) 825-7776  
E-mail: [kbegley@healthadvocate.com](mailto:kbegley@healthadvocate.com)**

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

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

**m.**

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

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

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

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

Counterparts. This Agreement may be signed in counterparts, which together will constitute one Agreement.

**8. DISCLAIMER:**

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

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

**For Laguna Beach Unified School District:**

Signed: 

Name: Leisa Winston

Title: Assistant Superintendent

Dated: 6/26/18

**For West Health Advocate Solutions, Inc.:**

Signed: \_\_\_\_\_

Name: Katharine N. Begley

Title: Senior Vice President, Head of Sales

Dated: \_\_\_\_\_

## EXHIBIT "A"

### ONLINE WELLNESS SERVICES

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

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

1. **Services Include:**

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

2. **Healthy Rewards program includes:**

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

d. Zipongo Meal Planning Service.

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

2. Service Includes:

- i. 55 question food frequency survey
- ii. Recipes and Categories
- iii. Social Recipe Features
- iv. Grocery List Builder

2. MedChoice Support. This Service is an on-line, self-directed, resource that provides Members with access to independently developed and widely accepted medical information to help them share in the decision-making process with their physician and/or other healthcare providers. Using this resource, Members can educate themselves, on various health topics, and make decisions about tests and treatment options based on information and personal preferences.

2. **PRIVACY POLICY AND PRACTICES.** Each Wellness Member is required to read and adhere to the terms and conditions of Health Advocate's privacy policy and practices as a condition of participating in the Wellness Program.

3. **REPORTING.** An online personalized summary and health risk assessment report is provided to each Wellness Member who completes an PHP. Upon request, annual statistical management reports will be provided to Client showing aggregate activity.

4. **AVAILABILITY OF ON-LINE SERVICES and SUPPORT.**

a. Health Advocate will use commercially reasonable efforts to ensure the web-based Wellness Advocate Services described herein are accessible to Wellness Members via the world wide web, twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of hosting services due to causes beyond Health Advocate's direct control.

b. Health Advocate reserves the right to modify or supplement the Wellness Services from time to time at its discretion, provided that no modification or supplement will materially diminish the functionality of the services as described herein.

c. Health Advocate will provide Wellness Members with e-mail based support for addressing technical questions or issues related to the performance and availability of web-based tools.

5. **EMPLOYEE AWARENESS.** Client agrees to take reasonable steps to encourage and promote employee awareness and utilization of the Wellness Service, including regular communication and reinforcement of the availability of this Service, and will

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

## EXHIBIT "B"

### BUSINESS ASSOCIATE AGREEMENT

The Parties hereby agree as follows:

#### 1. Definitions:

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

"Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

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

**2. Obligations and Activities of Business Associate:**

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

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

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

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

v. report to the Client the aggregate number of unauthorized access, use, disclosure, modification, or destruction of electronic PHI, or interference with system operations in an information system of which Business Associate becomes aware, no later than thirty (30) calendar days after discovery of the attempt(s).

m. Business Associate shall comply with all security and privacy provisions of 45 CFR Part 164, and the requirements of 45 CFR § 164.504(e)(1)(ii), and shall further comply with §13401 of the American Recovery and Reinvestment Act of 2009.

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

a. *General Use and Disclosure.* Except as otherwise limited in the Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Client as specified in the underlying Agreement, provided that such use or disclosure of PHI would not violate the Privacy Rule, including the Minimum Necessary requirement.

b. *Additional Use and Disclosure.*

(i) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI for the proper management and administration of the Business Associate's business or to carry out the legal responsibilities of the Business Associate consistent with the provisions of 45 CFR § 164.504(e)(4)(i) and (ii). Business Associate may only disclose PHI for such purposes if:

- 1) such disclosures are Required by Law; or
- 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(ii) Except as otherwise limited in this BAA, Business Associate may use PHI to provide Data Aggregation services to Client as permitted by 45 CFR § 164.504(e)(2)(i)(B).

(iii) Business Associate may use or disclose PHI to the extent and for purposes authorized by an individual.

(iv) Business Associate may use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 CFR § 164.502(j)(1).

(v) Business Associate must share PHI with Client for permitted purposes, such

as for audits performed by or on behalf of Client.

4

**Obligations of Client:**

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

**6. Term and Termination:**

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

2)

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

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

**7. Miscellaneous:**

- a. *Regulatory References.* A reference in this BAA to a section in the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.
- b. *No Third Party Beneficiary.* This BAA is intended for the sole benefit of Business Associate and Client. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever, except to the extent that the HIPAA Regulations validly requires the Secretary or any other person to be a third party beneficiary to this Agreement.
- c. *Interpretation.*
  - (i) Any ambiguity in the Agreement shall be resolved in favor of a meaning that permits Client to comply with the HIPAA Regulations.
  - (ii) In the event of an inconsistency between the provisions of this Agreement and the HIPAA Regulations, as may be amended from time to time, as a result of interpretation by HHS, a court of competent jurisdiction, or another regulatory agency with authority to enforce HIPAA, the interpretation of HHS, or such court or other regulatory agency shall prevail.
  - (iii) In the event provisions of this Agreement differ from those mandated by the HIPAA Regulations but are nonetheless permitted by the HIPAA Regulations, the provisions of this Agreement shall control.

**Laguna Beach Unified School District**

**13.I. CONSENT/ACTION**

**September 24, 2019**

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

**Proposal**

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

**Background**

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

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

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

**Budget Impact**

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

**Recommended Action**

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

**CUSTOMER AGREEMENT**

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

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

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

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

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

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

Please see the following page for the signature line.

**Customer: Laguna Beach Unified**

**FORECAST 5 ANALYTICS, INC.**

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Michael R. English

Title: \_\_\_\_\_

Title: CEO

550 Blumont St.  
Laguna Beach, CA 92651

2135 CityGate Lane, 7th Floor  
Naperville, Illinois 60563

**Laguna Beach Unified School District**

**13.m. CONSENT/ACTION**

**September 24, 2019**

**Approval: School Connected Organizations for 2019-2020**

**Proposal**

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

**Background**

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

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

**Budget Impact**

There is no budget impact.

**Recommended Action**

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

**Laguna Beach Unified School District**

**13.n. CONSENT/ACTION**

**September 24, 2019**

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

**LCAP Goal**

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

**Proposal**

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

**Background**

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

**Budget Impact**

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

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

**Recommended Action**

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

**Laguna Beach Unified School District**

**13.o. CONSENT/ACTION**

**September 24, 2019**

**Approval: Continuance of Current Meal Prices for the Nutrition Services Program for 2019-2020**

**LCAP Goal**

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

**Proposal**

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

**Background**

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

The current and proposed prices would be as follows:

<u>Meal Prices</u>	<u>2018 - 2019</u>	<u>2019 - 2020</u>
Breakfast	\$2.90	\$2.90
Lunch	\$3.90	\$3.90
Adult Meal Breakfast	\$3.40	\$3.40
Adult Meal Lunch	\$4.40	\$4.40

Participants in the Nutrition Services program will continue to be entitled to apply for Free or Reduced pricing established by State and Federal guidelines.

**Budget Impact**

Approval of this item would maintain the existing prices. Consequently, revenue is also projected at prior year level.

**Recommended Action**

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

**Laguna Beach Unified School District**

**14. INFORMATION**

**September 24, 2019**

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

**Proposal**

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

**Recommended Action**

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

**Laguna Beach Unified School District**

**15. INFORMATION**

**September 24, 2019**

**Monthly Financial Update - August 2019**

**LCAP Priority Area**

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

**Proposal**

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

**Background**

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

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

**Budget Impact**

There is no budget impact for this report.

**Recommended Action**

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

## General Fund | Financial Summary

For the Period Ending August 31, 2019

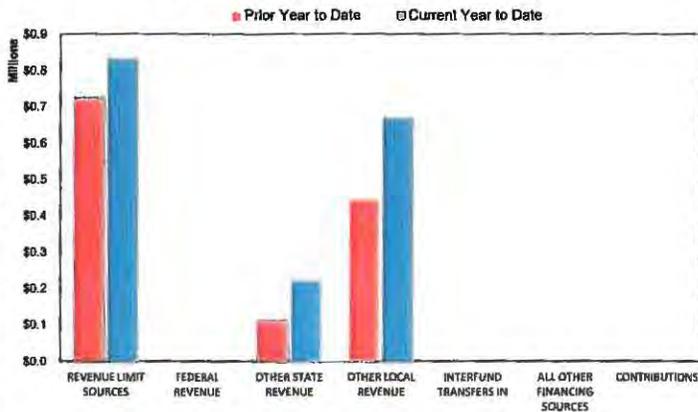
	Prior YTD	Prior Year Total	% of FY Actual (to 8/31)
<b>REVENUES</b>			
Revenue Limit Sources	\$725,451	\$55,189,300	1.31%
Federal Revenue	1,533	912,049	0.17%
Other State Revenue	110,995	3,958,752	2.80%
Other Local Revenue	447,560	3,752,214	11.93%
Interfund Transfers In	0	0	
All Other Financing Sources	0	0	
Contributions	0	0	
<b>TOTAL REVENUE</b>	<b>\$1,285,539</b>	<b>\$63,812,315</b>	<b>2.01%</b>
<b>EXPENDITURES</b>			
Personnel Salaries	\$1,383,573	\$31,806,360	4.35%
Employee benefits	1,476,404	13,943,205	10.59%
Books and Supplies	339,044	2,235,044	15.17%
Services and Other Op Expense	1,458,687	9,338,315	15.63%
Capital Outlay	375,426	1,742,020	21.55%
Other Outgo	39,761	357,519	11.12%
Debt Service	0	0	
Transfers	165,000	3,250,000	5.08%
<b>TOTAL EXPENDITURES</b>	<b>\$5,238,895</b>	<b>\$62,672,463</b>	<b>8.36%</b>
<b>SURPLUS / (DEFICIT)</b>	<b>(\$3,663,356)</b>	<b>\$1,139,852</b>	

	Current YTD	Amount Budget	YTD % of Budget
Revenue Limit Sources	\$834,045	\$67,697,243	1.45%
Federal Revenue	0	962,281	0.00%
Other State Revenue	222,769	3,583,162	6.22%
Other Local Revenue	670,725	2,927,645	22.91%
Interfund Transfers In	0	0	
All Other Financing Sources	0	0	
Contributions	0	0	
<b>TOTAL REVENUE</b>	<b>\$1,727,539</b>	<b>\$85,170,311</b>	<b>2.65%</b>
Personnel Salaries	\$1,313,205	\$31,778,758	4.13%
Employee benefits	1,284,607	14,176,883	9.06%
Books and Supplies	377,739	2,816,515	14.44%
Services and Other Op Expense	1,399,586	8,564,237	14.63%
Capital Outlay	525,169	2,156,383	24.36%
Other Outgo	45,191	406,000	11.13%
Debt Service	0	0	
Transfers	250,000	2,850,000	8.77%
<b>TOTAL EXPENDITURES</b>	<b>\$5,195,617</b>	<b>\$83,548,776</b>	<b>8.18%</b>
<b>SURPLUS / (DEFICIT)</b>	<b>(\$2,468,078)</b>	<b>\$1,621,535</b>	

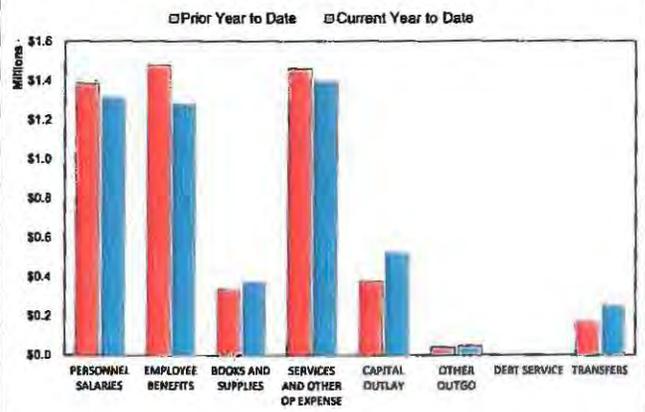
	Prior YTD	Prior Year Total	% of FY Actual (to 8/31)
<b>SPECIAL PROGRAM EXPENDITURES</b>			
Special Education	\$472,828	\$9,013,494	5.25%
Technology	535,944	2,768,243	19.36%
4CLE	43,061	626,407	4.65%
Ongoing & Major Maintenance Account	610,760	2,596,534	23.52%
FRRP (Fund 4040)	206,268	1,214,482	16.96%
CIP (Fund 4042)	284,795	2,338,754	12.19%

	Current YTD	Amount Budget	YTD % of Budget
Special Education	\$508,894	\$9,476,368	5.37%
Technology	608,318	3,165,586	19.15%
4CLE	4,622	411,348	1.11%
Ongoing & Major Maintenance Account	839,806	2,913,253	28.83%
FRRP (Fund 4040)	258,658	210,000	123.17%
CIP (Fund 4042)	21,134	661,140	3.20%

**Revenues by Source | Prior YTD vs. Current YTD**



**Expenditures by Object | Prior YTD vs. Current YTD**



## General Fund | Revenue Dashboard Summary

For the Period Ending August 31, 2019

**Projected Year End Fund Balance as % of Budgeted Revenues**



**Actual YTD Revenues**



Projected YTD Revenues 1.48%

**Actual YTD LCFF Sources**



Projected YTD LCFF Sources 1.24%

**Actual YTD Other State Sources**



Projected YTD Other State Sources 4.19%

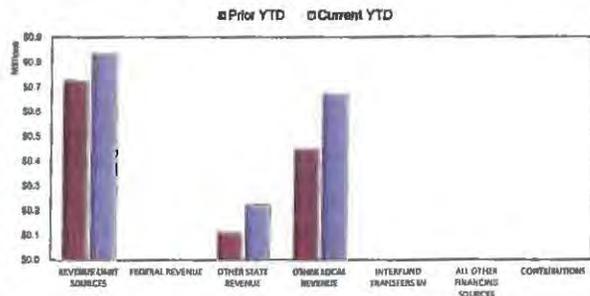
### Revenue Analysis

**Top 10 Sources of Revenue (Year to Date)**

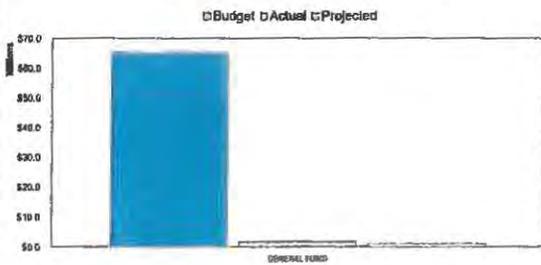
Prior Years' Taxes	\$689,582
All Other Local Revenue	\$583,549
All Other State Revenue	\$222,789
Prin Apport State Aid-Cur Year	\$164,461
Interest	\$58,826
Fees Nonresident Students	\$19,352
Leases And Rentals	\$7,500
Fees Transportation Fr Indiv	\$1,698
Supplemental Taxes	\$2
	\$0

Percent of Total Revenues Year-to-Date 100%

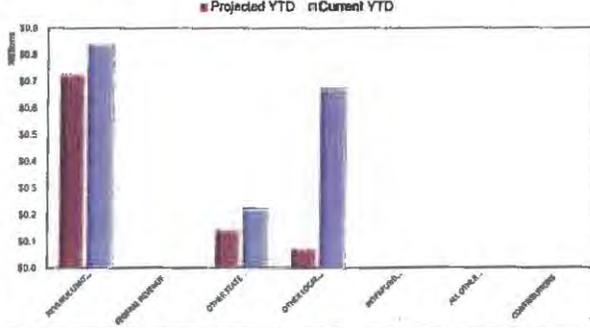
**Revenues by Source | Prior YTD vs. Current YTD**



**Revenues by Fund | Budget / Actual YTD / Projected YTD**



**Revenues by Source | Projected YTD vs. Current YTD**



## General Fund | Expenditure Dashboard Summary

For the Period Ending August 31, 2019

**Projected Year End Fund Balances as % of Budgeted Expenditures**



**Actual YTD Expenditures**



Projected YTD Expenditures 8.86%

**Actual YTD Salaries/Benefits**



Projected YTD Salaries/Benefits 6.47%

**Actual YTD All Other Objects**



Projected YTD All Other Objects 12.20%

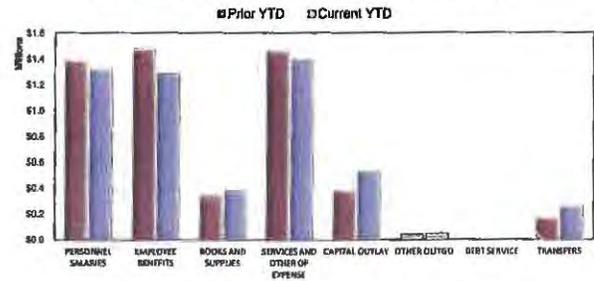
### Expenditure Analysis

**Top 10 Expenditures by Object (Year-to-Date)**

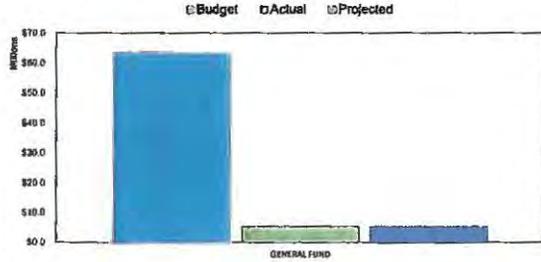
Health & Welfare, Certificated	\$837,452
Health & Welfare, Classified	\$409,597
Annual Software License Fees	\$311,448
Other Insurance	\$298,020
Hvac	\$258,834
Computer Supplies	\$250,882
It-Trfs Out All Other Itfs	\$250,000
Building Improvements	\$219,337
Strs, Certificated	\$143,838
Hourly Teacher	\$132,247

Percent of Total Expenditures Year-to-Date: 60%

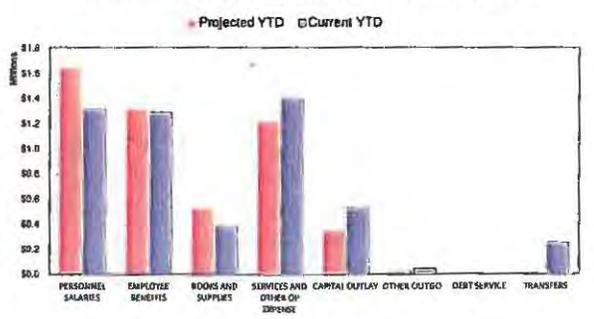
**Expenditures by Object | Prior YTD vs. Current YTD**



**Expenditures by Fund | Budget / Actual YTD / Projected YTD**



**Expenditures by Object | Projected YTD vs. Current YTD**



## Month Ending Cash Balance

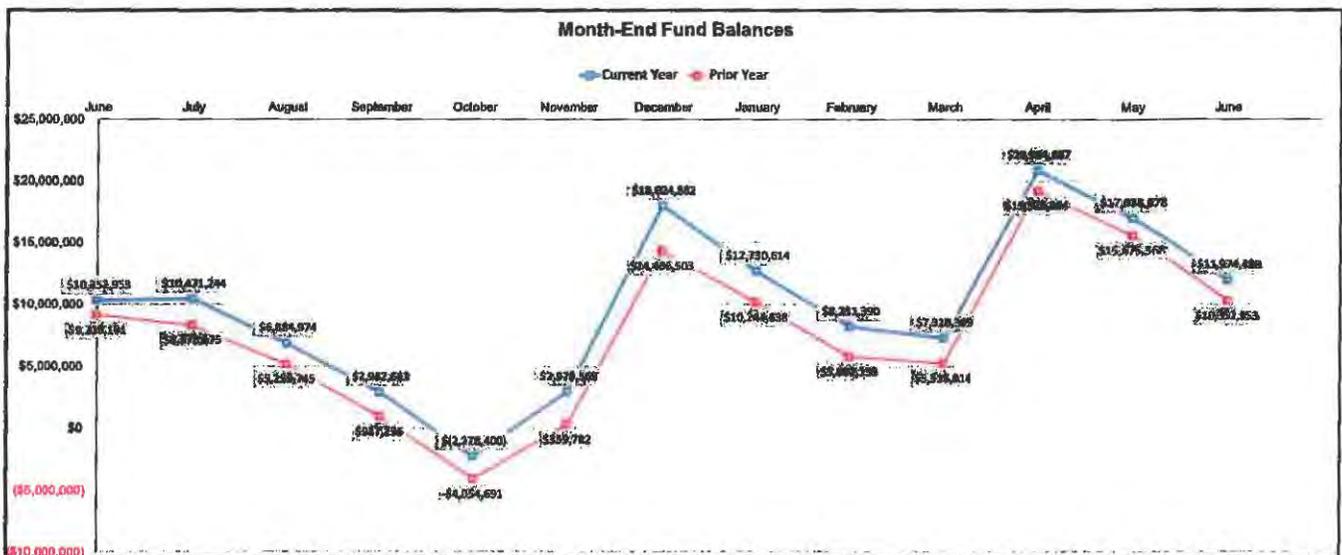
As of August 31, 2019

	Revenue	Expenditures	Assets/Liability Changes	Monthly Cash Flow Change	Month Ending Cash Balance
<b>7/1/2019</b>					\$11,916,396.11
JULY	\$1,341,082.39	(\$1,222,791.70)	(\$3,191,383.30)	(\$3,073,092.61)	8,843,303.50
AUGUST	386,456.48	(3,972,725.63)	(86,289.82)	(3,672,558.97)	5,170,744.53
SEPTEMBER *					
OCTOBER					
NOVEMBER					
DECEMBER *					
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
<b>YTD</b>	<b>\$1,727,538.87</b>	<b>(\$5,195,517.33)</b>	<b>(\$3,277,673.12)</b>	<b>(\$6,745,651.58)</b>	

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

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

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



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



Market Value Summary:

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

Transaction Details:	Contributions	Quarter Ending Balance
December 8, 2015	2,000,000.00	
December 31, 2015		1,992,366.86
January 13, 2016	193,539.00	
March 31, 2016		2,269,242.75
June 30, 2016		2,336,219.11
September 30, 2016		2,385,154.37
December 31, 2016		2,325,276.97
January 31, 2017	264,284.00	
March 31, 2017		2,654,488.79
June 30, 2017		2,704,831.27
September 30, 2017		2,767,482.39
December 31, 2017		2,846,884.46
March 31, 2018		2,804,023.31
May 7, 2018	275,712.00	2,846,884.46
June 30, 2018		3,106,782.10
September 30, 2018		3,124,798.90
December 31, 2018		3,001,768.58
March 31, 2019		3,222,772.85
June 30, 2019		3,328,985.08
	2,733,535.00	

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## FUND DESCRIPTIONS

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

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

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

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

**LAGUNA BEACH USD**  
**GL 220 Balance Sheet**  
Subfund: 0101 GENERAL FUND  
YTD For Month Ending: 08/31/2019

	Object	Amount	Totals
<b>ASSETS</b>			
CASH IN COUNTY TREASURY (AUTO)	9110	5,170,744.53	
REVOLVING CASH ACCOUNT	9130	50,000.00	
ACCOUNTS RECEIVABLE MANUAL	9205	-252.63	
ACCOUNTS RECEIVABLE-AUTOMATIC	9219	17,176.00	
DUE FROM GRANTOR GOVERNMENTS	9290	1,792,190.74	
MID MONTH PAYROLL	9360	106,288.54	
<b>Total Assets:</b>			<b>7,136,147.18</b>
<b>LIABILITIES</b>			
ACCOUNTS PAYABLE MANUAL	9510	17,952.00	
ACCTS PAY AUTOMATIC	9519	233,021.89	
CA USE TAX LIABILITY	9552	198.82	
<b>Total Liabilities:</b>		<b>251,172.71</b>	
<b>FUND BALANCE</b>			
BEGINNING FUND BALANCE	9791	10,352,952.93	
Total Beginning Fund Balance:		10,352,952.93	
Excess Revenue Over Expenditures:		-3,467,978.46	
<b>Total Fund Balance:</b>		<b>6,884,974.47</b>	
<b>Total Liabilities &amp; Fund Balance:</b>			<b>7,136,147.18</b>
<b>Difference (Error):</b>			<b>0.00</b>

**LAGUNA BEACH USD**  
**GL275 Income Statement**  
**Subfund: 0101 GENERAL FUND**  
**YTD For Month Ending: 08/31/2019**

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

**LAGUNA BEACH USD**  
**GL 220 Balance Sheet**  
**Subfund: 1111 ADULT EDUCATION**  
**YTD For Month Ending: 08/31/2019**

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

**LAGUNA BEACH USD**  
**GL275 Income Statement**  
**Subfund: 1111 ADULT EDUCATION**  
**YTD For Month Ending: 08/31/2019**

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

**LAGUNA BEACH USD**  
**GL 220 Balance Sheet**  
**Subfund: 1313 CAFETERIA**  
YTD For Month Ending: 08/31/2019

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

**LAGUNA BEACH USD**  
**GL275 Income Statement**  
**Subfund: 1313 CAFETERIA**  
**YTD For Month Ending: 08/31/2019**

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

# LAGUNA BEACH USD

## GL 220 Balance Sheet

Subfund: 1717 SPECIAL RESERVE OTHER THAN C/O

YTD For Month Ending: 08/31/2019

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

**LAGUNA BEACH USD**  
**GL275 Income Statement**  
Subfund: 1717 SPECIAL RESERVE OTHER THAN C/O  
YTD For Month Ending: 08/31/2019

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

**LAGUNA BEACH USD**  
**GL 220 Balance Sheet**  
Subfund: 2525 CAPITAL FACILITIES  
YTD For Month Ending: 08/31/2019

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

**LAGUNA BEACH USD**  
**GL275 Income Statement**  
**Subfund: 2525 CAPITAL FACILITIES**  
**YTD For Month Ending: 08/31/2019**

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

# LAGUNA BEACH USD

## GL 220 Balance Sheet

Subfund: 4040 SPECIAL RESERVE FAC REPAIR/RPL

YTD For Month Ending: 08/31/2019

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

**LAGUNA BEACH USD**  
**GL275 Income Statement**  
**Subfund: 4040 SPECIAL RESERVE FAC REPAIR/RPL**  
**YTD For Month Ending: 08/31/2019**

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

# LAGUNA BEACH USD

## GL 220 Balance Sheet

Subfund: 4041 SPECIAL RESERVE ALISO PROPERTY

YTD For Month Ending: 08/31/2019

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

# LAGUNA BEACH USD

## GL275 Income Statement

Subfund: 4041 SPECIAL RESERVE ALISO PROPERTY

YTD For Month Ending: 08/31/2019

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

# LAGUNA BEACH USD

## GL 220 Balance Sheet

Subfund: 4042 SPECIAL RESERVE CAP IMP PLAN

YTD For Month Ending: 08/31/2019

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

**LAGUNA BEACH USD**  
**GL275 Income Statement**  
**Subfund: 4042 SPECIAL RESERVE CAP IMP PLAN**  
**YTD For Month Ending: 08/31/2019**

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

Laguna Beach Unified School District

16. INFORMATION

September 24, 2019

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

**Background**

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

**Budget Impact**

There is no budget impact for this report.

**Recommended Action**

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

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

RESOLUTION NO. XXXXX

PATRIOTIC SONG at EVERY BOARD MEETING  
Agenda Item Request for Meeting

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

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

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

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

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

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

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

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the Board of Trustees of Laguna Beach Unified School District of Orange County, California.

AYES:  
NOES:  
ABSENT:

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, the Superintendent, Secretary of the Board of Trustees of the Laguna Beach Unfired School District of Orange County, Placentia, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by said Board of Trustees at a regular meeting thereof held on \_\_\_\_\_ and passed by a \_\_\_\_\_ vote of said Board of Trustees.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Secretary to the Board of Trustees

ATTESTED TO

\_\_\_\_\_  
President, Board of Trustees

## Laguna Beach Unified School District

17. ACTION

September 24, 2019

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

### LCAP Goal #2:

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

### Proposal

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

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

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

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

### Background

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

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

**Budget Impact**

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

**Recommended Action**

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

**Memorandum of Understanding  
Between  
College and Career Advantage and  
Laguna Beach Unified School District  
2019-2020 School Year**

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

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

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

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

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

LBUSD Board Approval Date: \_\_\_\_\_

CCA Board Approval Date: \_\_\_\_\_

\_\_\_\_\_  
**Pati Romo, Executive Director  
College and Career Advantage**

\_\_\_\_\_  
**Jason Vilorio, Ed.D., Superintendent  
Laguna Beach Unified School District**

Laguna Beach Unified School District

18. ACTION

September 24, 2019

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

**LCAP Priority Alignment**

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

**Proposal**

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

**Background**

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

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

**Budget Impact**

There is no budget impact for this item.

**Recommended Action**

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

Mabery/Winston/Viloria

RESOLUTION NO. 19-07

OF THE LAGUNA BEACH UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

DETERMINING STEPS TO ENSURE AVAILABILITY OF

TEXTBOOKS AND INSTRUCTIONAL MATERIALS FOR 2019-20

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AYES:           Members:

NOES:           Members:

ABSENT:       Members:

STATE OF CALIFORNIA    )

COUNTY OF ORANGE       )

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

ATTEST:

\_\_\_\_\_  
Jan Vickers, President

\_\_\_\_\_  
Jason Vilorio, Ed.D., Superintendent and Secretary

**Laguna Beach Unified School District**

**19. ACTION**

**September 24, 2019**

**Approval: Resolution 19-08: Support for National Bullying Prevention Month**

**Proposal**

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

**Background**

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

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

**Budget Impact**

There is no fiscal impact.

**Recommended Action**

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

## Laguna Beach Unified School District

### Resolution 19-08: Support of National Bullying Prevention Month

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

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

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

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

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

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

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

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

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

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

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Jan Vickers, President  
Board of Education

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Jason Vilorio, Ed.D.  
Superintendent of Schools

September 24, 2019

## Laguna Beach Unified School District

20. ACTION

September 24, 2019

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

### LCAP Priority Area

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

### Proposal

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

### Background

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

### Budget Impact

There is no financial impact to the District.

### Recommended Action

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



**Laguna Beach Unified School District**

21. **ACTION**

**September 24, 2019**

**Approval: Memorandum of Understanding with Capistrano Unified School District to Provide Orientation and Mobility Services to LBUSD Students**

**LCAP Priority Alignment**

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

**Proposal**

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

**Background**

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

**Budget Impact**

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

**Recommended Action**

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

CAPISTRANO UNIFIED SCHOOL DISTRICT  
PERSONNEL REIMBURSEMENT AGREEMENT

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

WITNESSETH:

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

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

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

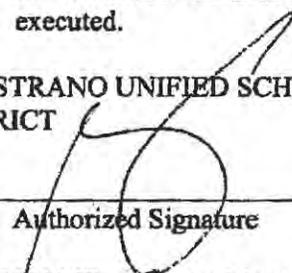
1. CUSD agrees during the term of this AGREEMENT to assign EMPLOYEE to serve as an Orientation and Mobility Specialist for the LBUSD visually impaired students. EMPLOYEE will provide services under this AGREEMENT for a total of 5 days.
2. The term of this AGREEMENT shall commence August 26, 2019, and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

6. LBUSD will order and pay for any specialized equipment or materials related to orientation and mobility as required in an Individualized Education Program for LBUSD students.
7. CUSD hereby agrees to hold harmless, indemnify, and defend LBUSD, its Board of Trustees, officers, agents, and employees for liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of CUSD during the period of this Agreement. LBUSD agrees to hold harmless, indemnify, and defend CUSD, the CUSD Board of Trustees, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of LBUSD during the period of this Agreement.
8. CUSD and LBUSD agrees that they will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
9. This AGREEMENT may be terminated by either party with the giving of 30 days prior written notice to the other party.
10. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the third day after deposit in the U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT the addresses of the parties are as follows:  
  
LBUSD: Laguna Beach Unified School District  
550 Blumont Street  
Laguna Beach CA 92651  
Attn: Irene White  
  
CUSD: Capistrano Unified School District  
33122 Valle Rd  
San Juan Capistrano CA 92675  
Attn: Donald Mahoney
11. CUSD and LBUSD agree that this AGREEMENT shall be construed and enforced in accordance with the laws of the State of California, with venue in Orange County, California.

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

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

CAPISTRANO UNIFIED SCHOOL  
DISTRICT

BY:   
Authorized Signature

PRINT NAME: Gregory Merwin

TITLE: Associate Superintendent

DATE: August 22, 2019

LAGUNA BEACH UNIFIED SCHOOL  
DISTRICT

BY: \_\_\_\_\_  
Authorized Signature

PRINT NAME: Jason Vilorja

TITLE: Superintendent

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

**Laguna Beach Unified School District**

22. **ACTION**

September 24, 2019

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

**LCAP Priority Alignment**

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

**Proposal**

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

**Background**

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

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

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

**Budget Impact**

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

**Keller/Winston/Viloria**

**Recommended Action**

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

Formerly Recording for the Blind & Dyslexic



Making reading accessible for all.

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

# Proposal

<b>Acct. No.</b>	<b>Date</b>	<b>Proposal #</b>
A26171	9/18/2019	23929
<b>Expires</b>	<b>Sales Rep</b>	
10/18/2019	Zay, April	

### Bill To

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

### Ship To

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

### Attention

Irene White

Email: iwhite@lbusd.org

Phone: 949-521-2180

Fax: 949-497-3199

Quantity	Item	Options	Rate	Amount
2	3.6-year Medium Building License with Access for Eligible Students. The contract would start on 01/01/20 and ends on 06/30/23. Learning Ally will gift, free of charge, months 09/01/19-12/31/19. This pricing includes the following schools: 1.) Top of the World Elementary School 2.) El Morro Elementary School		\$5,596.50	\$11,193.00
2	3.6-year Large Building License with Access for Eligible Students. The contract would start on 01/01/20 and ends on 06/30/23. Learning Ally will gift, free of charge, months 09/01/19-12/31/19. This pricing includes the following schools: 1.) Laguna Beach High School 2.) Thurston Middle School		\$8,746.50	\$17,493.00
			<b>Subtotal</b>	\$28,686.00
District-wide multi-year discount				(\$7,171.50)
			<b>Subtotal</b>	\$21,514.50

Laguna Beach agrees and commits to paying Learning Ally \$21,514.50 for a 3.6-year license of Learning Ally's Audio Book Solution. Payments shall be made in accordance with the following schedule:

- \$7,171.50 paid within 30-days from the date of the contract signing
- \$7,171.50 paid on or before July 1st, 2020
- \$7,171.50 paid on or before July 1st, 2021

By signing this Learning Ally Estimate, Laguna Beach understands and agrees that this commitment is legally binding for the payments listed above.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Formerly Recording for the Blind & Dyslexic



Making reading accessible for all.

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

# Proposal

Acct. No.	Date	Proposal #
A26171	9/18/2019	23929
Expires	Sales Rep	
10/18/2019	Zay, April	

The Learning Ally Solution includes:

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

**Total**      \$21,514.50

### Payment Methods

Credit Card Number: \_\_\_\_\_ Exp: \_\_\_\_\_ (MM/YY)  
 Name on Credit Card: \_\_\_\_\_ CVV: \_\_\_\_\_  
 Cardholder Signature: \_\_\_\_\_

Purchase Order:      PO # \_\_\_\_\_ (Please attach PO)

Check (payable to Learning Ally)

Please provide the contact information for the person responsible for implementing/overseeing the program:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Payment Options: Call 609-243-7616 to pay via credit card. To pay with a purchase order, send via email to Custserv@learningally.org, fax to 609-751-5263 or mail to 20 Roszel Road, Princeton, NJ 08540.

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

**Laguna Beach Unified School District**

23. **CONSENT/ACTION**

September 24, 2019

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

**LCAP Priority Area:**

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

**Proposal**

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

**Background**

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

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

**Budget Impact**

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

**Recommended Action**

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

Laguna Beach Unified School District

24. ACTION

September 24, 2019

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

**LCAP Priority Area**

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

**Proposal**

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

**Background**

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

**Budget Impact**

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

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

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

**Recommended Action**

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



## **Swagit Productions, LLC**

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

# Laguna Beach Unified School District **Proposal**

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

August 29, 2019



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

August 29, 2019

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

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

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

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

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

- Completely hands-free recording, uploading, and archiving
- Hands-free indexing, time-stamping and cross-linking
- An open API, which allows for seamless integration with any agenda management software
- Agenda integration with video player
- Latest software upgrades, no upgrade fees
- High Definition (HD)
- 99.99% uptime
- No training needed
- Unlimited storage
- On-demand video search by metadata text and Sound Search™
- Captioning options for live and on-demand
- 24/7 support and customer service

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

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

Sincerely,

Russell Towers  
Account Manager  
Swagit Productions, LLC  
214-432-5905  
[rtowers@swagit.com](mailto:rtowers@swagit.com)  
[www.Swagit.com](http://www.Swagit.com)

## EXECUTIVE SUMMARY

### Company History and Information

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

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

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



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

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

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

## Points of Difference

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

## OVERVIEW OF PROPOSED SOLUTION

### Paperless Agenda and Voting

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

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

### EASE™ Hands-Free Streaming

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

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

### Avior™ HD Broadcast System

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

### Captioning Services

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

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

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

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

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

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

## EASE™ Streaming Appliance

### Video Capture, Encoding, and Streaming

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

- **Video Capture and Encoding**

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

- **Indexing and Cross Linking**

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

- **Agenda Management Integration**

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

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

- **Archiving**

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

- **Presentation**

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

- **Delivery**

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

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

▪ **Monitoring**

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

▪ **Statistics**

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

▪ **Support**

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



# RECOMMENDED HARDWARE

## **CaptionPrime Streaming Appliance** **plus Advanced Caption Encoder/Decoder**

Video Capture, Encoding, Streaming, and Captioning Support

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

### ▪ **CaptionPrime Streaming Appliance**

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

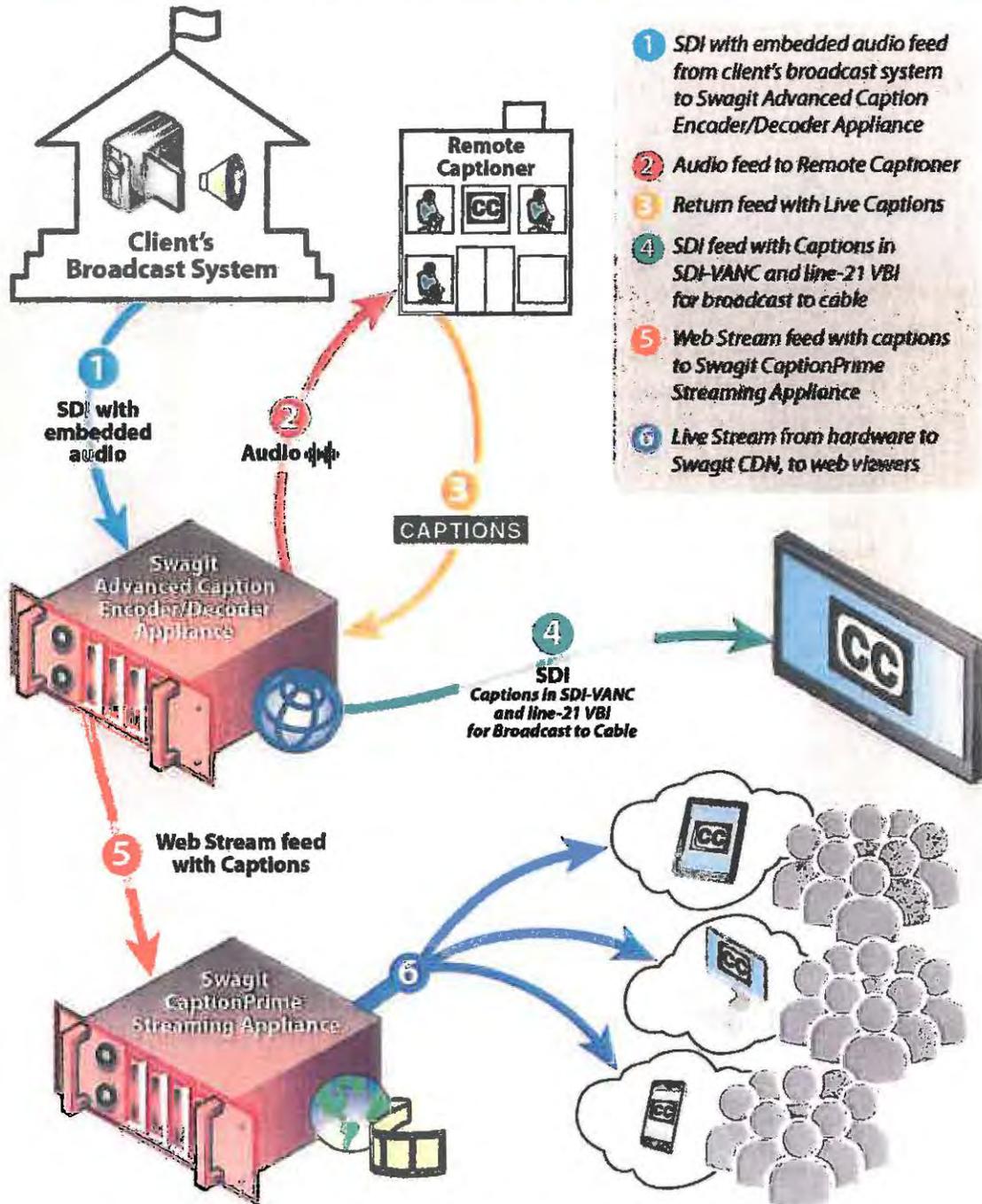
### ▪ **Advanced Caption Encoder/Decoder**

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

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

Captioning Signal Flow Diagram

**swagit is Live Captioning**



- 1 SDI with embedded audio feed from client's broadcast system to Swagit Advanced Caption Encoder/Decoder Appliance
- 2 Audio feed to Remote Captioner
- 3 Return feed with Live Captions
- 4 SDI feed with Captions in SDI-VANC and line-21 VBI for broadcast to cable
- 5 Web Stream feed with captions to Swagit CaptionPrime Streaming Appliance
- 6 Live Stream from hardware to Swagit CDN, to web viewers

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## Avior™ Hands-Free Broadcast System

### HD Video Capture, Encoding, Broadcast, and Streaming System

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



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

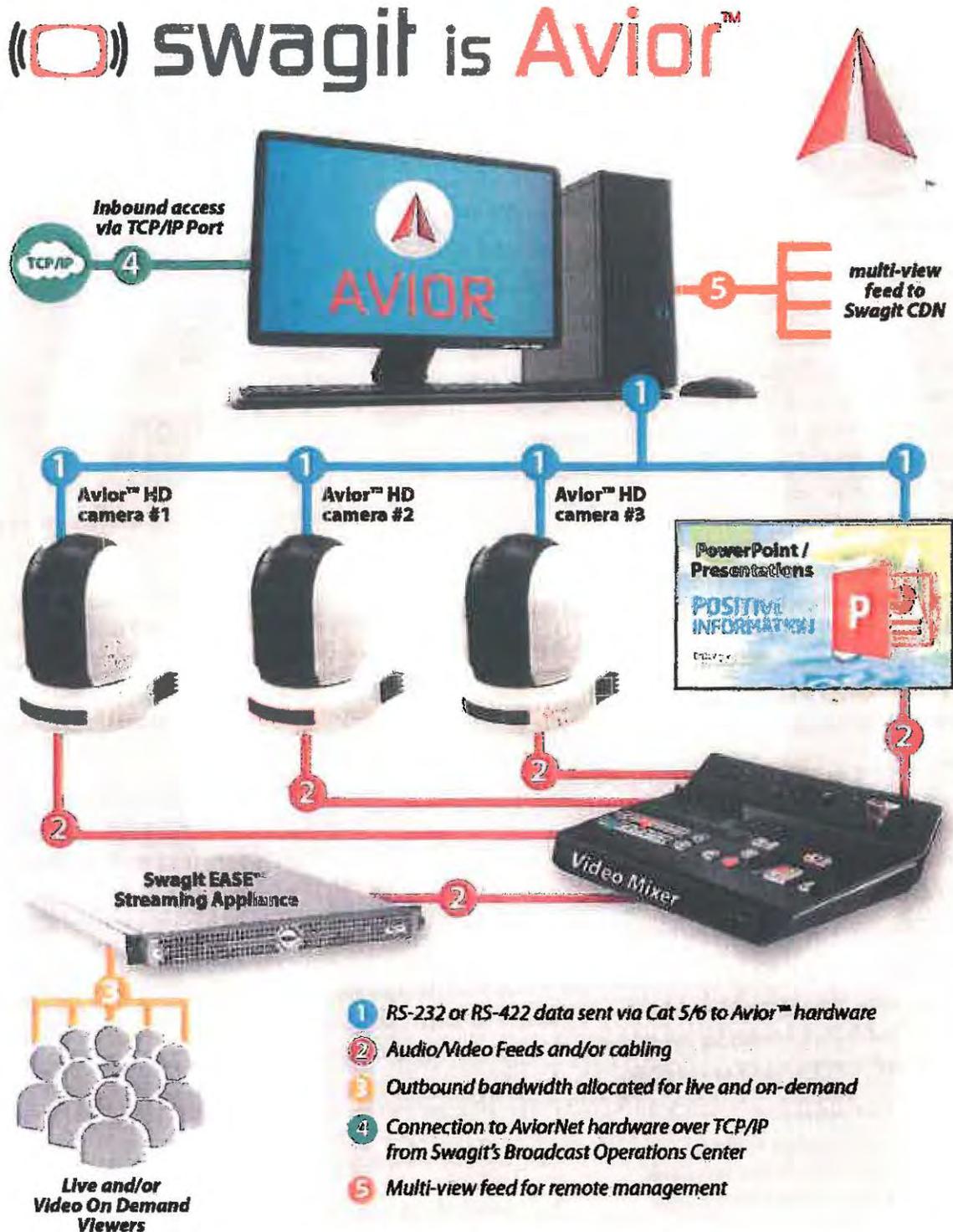
Avior™ enables detailed direct camera positioning (pan, tilt, zoom, focus, and more), preset-positions, and video settings (white balance, backlight, brightness) for the robotic cameras. Additionally, Avior™ communicates with the switcher to allow direct operation of the 'wipe' function from the camera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

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

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

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

**Avior™ Broadcast System Diagram**



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## Hands-Free Broadcast Case Studies

### ▪ **Broadcast Case Study 1: Addison, Texas**

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

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

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

### ▪ **Broadcast Case Study 2: Richardson, Texas**

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

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

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

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

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

# SERVICE DESCRIPTIONS

2nd Quarter 2019

## **Captioning for Compliance**

### Streaming Video Enhancement



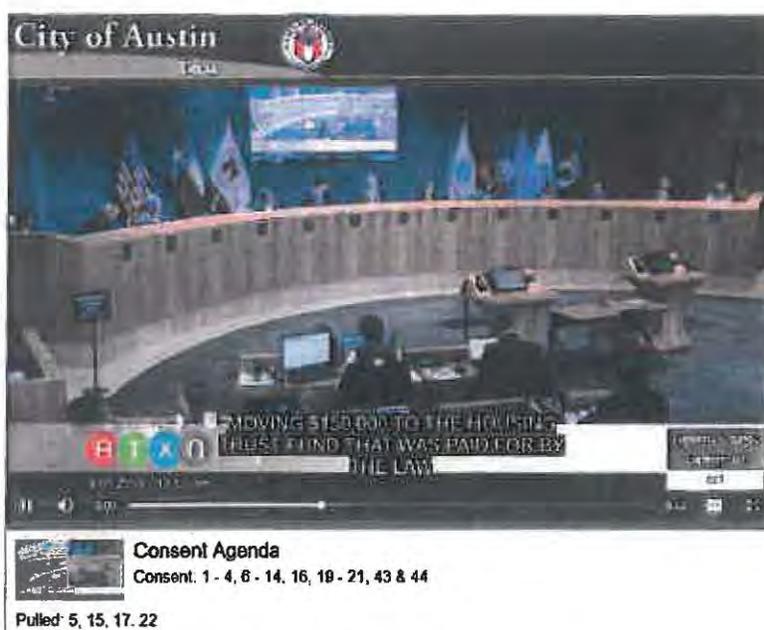
Captioning for streaming media is the method of displaying a text version overlay for the spoken words within a video. It helps viewers who may be deaf or who have reduced hearing.

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

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

## **FEATURES**

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



## Captioning Services

### Streaming Video Enhancement



### Real-Time (Live) Captioning

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

- **CaptionLive**

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

### Post-Event (On Demand) Captioning

- **CaptionPM**

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

### Additional Captioning Services

- **Speech-to-Text Document**

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

- **SwagitSync**

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

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

*Swagit meets FCC mandated ADA requirements for closed captioning.*

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

## COST SUMMARY

### AVIOR™ plus EASE™, CaptionLive with Monthly Managed Services

#### Hardware, Licenses, Setup, and Support Services

<i>Item &amp; Description</i>	<i>Qty</i>	<i>Up-Front Cost</i>
<b>Avior™ HD - Three (3) camera setup</b> <ul style="list-style-type: none"> <li>▪ 3 HD PTZ Cameras, 3 Camera Power Connectors, 3 Camera Mounts, 4 Sony - Visca DS-Cables, 2 EASE™ C Encoding Appliance, BM Studio HD Live Production Switcher with Multi-View Monitor, BM HyperDeck Studio Mini with SD cards, Mini Converter SDI Distribution and Bi-Directional HDMI, Avior™ Control Software, PDU Remote Power Switch and Management including Battery Backup, Control Monitors (comes as pair for rack mount; sub required for non-Swagit rack), Presentation Converter/Scaler, Cables, Connectors, Converters, 16U Rack, Rack Shelving and Hardware necessary for installation, CG for Video Graphics/Titles Overlay, Labor required for install</li> </ul>	1	\$ 44,565.00
<b>Additional HD PTZ Camera</b> <ul style="list-style-type: none"> <li>• 1 Camera Power Connector, 1 Camera Mount, Installation</li> </ul>	1	\$ 2,750.00
<b>CaptionPrime Streaming Appliance</b> <ul style="list-style-type: none"> <li>▪ Mini Captioning Encoding Appliance, system burn-in, HD/SD Baseband or IP Encode/Transcode single-channel license</li> <li>▪ Enables encoding/transcoding of 1 HD/SD channel.</li> <li>▪ Web based Caption GUI, multi-encoder management and closed captioning support</li> <li>▪ EASE™ Remote Video Indexing Kit (Includes Scheduler)</li> </ul>	1	\$ 14,490.00
<b>Advanced Caption Encoder/Decoder (Voice over IP capable)</b> <ul style="list-style-type: none"> <li>• SDI CC encoding unit to provide audio captions over IP</li> <li>▪ Required for Real Time Captioning Implementation</li> </ul>	1	\$ 10,690.00

**Total One-Time Cost: \$ 72,495.00**

#### Yearly Managed Service Package

<i>Item &amp; Description</i>	<i>Monthly Rate</i>	<i>Quantity</i>	<i>Yearly Cost</i>
<b>Avior™ + EASE™ 25</b> <ul style="list-style-type: none"> <li>▪ Up to 25 indexed and archived meetings per year with remote video production</li> <li>▪ Up to 120 hours of specialty content per year</li> <li>• 24/7 Live Stream</li> </ul>	\$ 695.00	12	\$ 8,340.00
<b>CaptionLive 25</b> <ul style="list-style-type: none"> <li>• Real Time Closed Captions for up to 25 meetings per year</li> <li>▪ Cost based on a 3-hour average meeting duration</li> </ul>	\$ 940.00	12	\$ 11,280.00

#### Package Overages

<i>Item &amp; Description</i>	<i>Cost</i>
<b>Additional Indexed and On-Demand Meetings (cost per meeting)</b>	\$ 150.00
<b>Additional Remote Switching (cost per event)</b>	
<ul style="list-style-type: none"> <li>• Must have approved broadcast system(s) and reliable internet connection.</li> <li>• Up to 6hr event</li> </ul>	\$ 175.00
<b>Additional CaptionLive Meeting (cost per hour)</b>	\$ 150.00

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

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

Laguna Beach Unified School District

25. ACTION

September 24, 2019

**Approval: Agreement for Contracted Services with Diligent Corporation for BoardDocs Pro, a Web-Based Service for Online Agendas, for an Annual Recurring Cost of \$10,000**

**LCAP Priority Alignment**

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

**Proposal**

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

**Background**

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

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

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

**Webber/Viloria**

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

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

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

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

#### **Budget Impact**

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

#### **Recommended Action**

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



# BoardDocs®

A DILIGENT BRAND

## BoardDocs Pro

### Executive Overview

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

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

### Benefits Summary

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

**BoardDocs**  
**End User Agreement**  
**Part I: Order Form**

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

**1. General Information.**

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

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

Initial Service	Type of Service	Amount
<input checked="" type="checkbox"/>	NRC (Non-Recurring Charge)	\$0.00
<input type="checkbox"/>	BoardDocs Pro Plus ARC (Annual Recurring Charge)	
<input checked="" type="checkbox"/>	BoardDocs Pro ARC (Annual Recurring Charge)	\$10,000.00
<input type="checkbox"/>	BoardDocs LT Plus ARC (Annual Recurring Charge)	
<input type="checkbox"/>	BoardDocs LT ARC (Annual Recurring Charge)	

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

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

**CUSTOMER**

**DILIGENT CORPORATION**

SIGNATURE

Date

SIGNATURE

Date

Name and Title of Authorized Representative

Name and Title of Authorized Representative

"Effective Date" shall be the date of the last signature.

## Part II: Additional Terms and Conditions

**4. Provision of the Service.** Subject to the terms and conditions of this Agreement, Diligent will make the Service available to Customer in accordance with this Agreement, the Service Level Agreement ("SLA") and the Diligent Acceptable Use Policy ("AUP"), which SLA and AUP are posted on Diligent's web site at <http://www.BoardDocs.com/Home.nsf/legal> and both of which are incorporated into and made a part of this Agreement. Diligent will provide Customer with at least sixty (60) days' advance notice of any change in the SLA or AUP. Diligent will use commercially reasonable efforts to make the Service available to Customer by an implementation date agreed to by the parties, including establishing the hosting of the Service and storage of data uploaded via the Service. Such Service will be co-branded with both parties' "Marks" (as defined in Section 10). Diligent may modify certain components of the Service as required by changes in laws, regulations or technology, requests of customers or to make improvements or correct problems or issues.

**5. Payment.** Customer agrees to pay Diligent (or its designated billing agent) all charges or fees described in this Agreement within thirty (30) days of Customer's receipt of the applicable invoice. Any amount not paid within such thirty (30) day period will bear interest, until paid, at the lesser of: (a) one and one-half percent (1½%) per month, or (b) the highest rate permitted by applicable law. The ARC will be invoiced annually in advance. In addition to such rates and charges, Customer will be responsible for all taxes and fees assessed or due with regard to its use of the Service and, if applicable, Customer will provide Diligent with any certificate or other evidence of tax-exemption. The continued provision of the Service is conditioned on Customer's creditworthiness and may be subject to a mutually agreeable reasonable assurance of payment or deposit. All charges or fees paid or payable are non-refundable. All amounts payable to Diligent are payable in full in United States dollars unless specifically indicated to the contrary in this Agreement.

**6. Termination.** This Agreement is effective for the Term described in Section 3. Diligent may terminate this Agreement and/or cease or suspend the provision of all or any part of the Service upon: (a) Customer's failure to pay any amount when due under this Agreement (after ten (10) days' prior written notice of such failure to pay); (b) the filing of a petition in bankruptcy by or against Customer; (c) any illegal, slanderous, infringing or inappropriate "Content" (as defined in Section 8) being loaded on any website or otherwise transmitted or used in connection with the Service which is not immediately ceased and removed after request by Diligent; or (d) any material breach of this Agreement by Customer, including but not limited to any violation of the AUP (all of the foregoing being defined as a "Customer Caused Termination or Suspension"). In the case of any such Customer Caused Termination or Suspension, Customer will pay for all accrued and unpaid charges for the Service provided through the date of such Customer Caused Termination or Suspension. Customer may terminate this Agreement upon: (a) the filing of a petition in bankruptcy by or against Diligent; or (b) any material breach of this Agreement by Diligent. Upon any termination of this Agreement, Customer agrees its right to use the Service or Diligent "Intellectual Property" and/or "Marks" (as defined in Section 10) shall immediately cease and Customer shall cause all of its affiliates to cease using the Service and all of Diligent's Intellectual Property or Marks.

**7. Use of the Service.** Subject to the terms and conditions of this Agreement, Diligent hereby grants to Customer, and Customer hereby accepts, a limited, non-exclusive, non-sublicenseable, non-transferable, annual license to access the Service for Customer's purposes solely during the Term. Customer will be responsible for all hardware, software (including browser software) and Internet communication links and connectivity necessary to access the Service from their respective facilities, including, without limitation, maintaining sufficient bandwidth to meet Customer's utilization demands. Customer shall be solely responsible for ensuring that each of the persons or entities that accesses the Service through Customer or its systems or with Customer's consent (collectively, "Users") complies with all of the terms and conditions of this Agreement, including the AUP and all applicable laws, rules, regulations and ordinances. Customer will not copy, modify, adapt, translate, hypothecate, lease, disclose, loan, sublicense, resell, distribute or create derivative works based on all or any part of the Service or Diligent Intellectual Property or Marks, unless expressly permitted in writing by Diligent. Customer will not attempt to decompile, reverse engineer or disassemble the Service and Customer will be liable to Diligent for any unauthorized copying, reverse engineering or use of the Service by Users. Unless otherwise agreed in writing by Diligent, Customer will not, and will cause each of the Users to not, remove or modify, or attempt to remove or modify, any proprietary notices contained in or associated with the Service. Customer agrees that it is solely responsible for maintaining and ensuring that its Users maintain the confidentiality of any User passwords or access codes entrusted to Customer or its Users, and for all activities resulting from their authorized or unauthorized use.

**8. Customer Content and Data.** Subject to the terms of this Agreement, Customer is exclusively responsible and liable for all content it posts or transmits using the Service (the "Content"), and Diligent has no responsibility or liability therefore, nor will Diligent be responsible for reviewing or determining the accuracy or appropriateness of any such Content. Content does not include data or information regarding other customers of Diligent or any information provided by Diligent. Customer will not use any information accessible from the Service in conjunction with any enterprise unrelated to its governmental duties or not authorized or contemplated by this Agreement. Customer reserves exclusive rights to all of its information stored in fields and as attachments in the Service database. At Customer's request, Diligent will export the data from the Service database in its native format at no charge to Customer. If Customer desires Diligent to convert the data into any other format other than its native format, Customer shall pay Diligent two-hundred and fifty dollars (\$250) per hour for such conversion services. Customer hereby grants to Diligent, and Diligent hereby accepts, a non-exclusive, royalty-free license to use such Content, information and data for purposes of providing the Service to Customer and performing any other obligations under this Agreement, for their business purposes relating to the Service, and for the maintenance or use of business records and information associated with any of the foregoing. Customer is solely responsible for such Content, information and data (including, without limitation the accuracy of such Content, information and data) and for ensuring that Customer has the necessary rights to use such Content, information and data, and Customer will defend, and satisfy any claims, judgments or expenses of or against Diligent, arising out of any third-party claims relating to such Content, information or data. Customer has only the limited rights granted by this Agreement.

**9. Acceptable Use.** All use of the Service will comply with the Diligent's AUP. Customer will not: (a) post or transmit on or through any website or network through which the Service is provided any libelous, slanderous, obscene or otherwise unlawful information or materials of any kind or any information that invades the privacy or rights of a third party; (b) interfere with or disable the Service or

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

**10. Ownership and Intellectual Property.** "Intellectual Property" means: (a) copyrights, trademarks (and all goodwill associated therewith), service marks (and all goodwill associated therewith) and any other rights to any form or medium of expression and all applications for registration of any of the foregoing; (b) trade secrets and confidential information (as defined by applicable law), privacy rights and any other protection for confidential or proprietary information or ideas; (c) patents and patent applications; (d) inventions and any other items, information or theories which are protectable or registrable under any of the copyright, patent, trade secret, confidentiality or other intellectual property laws; and (e) any other similar proprietary rights or interests recognized by applicable law. Customer acknowledges and agrees that Diligent owns (as between Diligent and Customer) and will retain all ownership in the Intellectual Property and all other property rights and interests associated with the Service, the Marks and all derivative works and components of any of the foregoing. Customer specifically disclaims, and acknowledges it will never acquire, claim or seek to register, any Intellectual Property or other property rights or interests in the Service or Diligent Intellectual Property, or any derivative work of any of the foregoing, by operation of law or otherwise. Customer will execute and deliver confirmations or other written instruments as reasonably requested by Diligent to confirm Diligent's exclusive ownership of Diligent's Intellectual Property and the Service. As between Customer and Diligent, Customer will own all Intellectual Property or other property rights or interests in and to Customer's own data and Content. Subject to the terms this Agreement, each party hereby grants to the other during the Term of this Agreement a royalty-free, non-exclusive, non-transferable license to use such party's trademarks and service marks (and the good will associated therewith) provided to the other by such party (the "Marks") solely in connection with the other's performance of this Agreement and in connection with their use of the Service. Each party agrees that any use of the other party's Marks will be in strict accordance with the other party's reasonable trademark and service mark guidelines as provided and revised by the other party from time to time. Diligent reserves all rights not expressly granted to Customer in this Agreement.

**11. Disclaimer.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE, CONTENT AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. DILIGENT EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT ACCESSIBLE OR ACTIONS TAKEN ON THE INTERNET OR PROVIDED BY CUSTOMER OR ITS AFFILIATES, AND DILIGENT EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICE AND ANY RELATED SOFTWARE PROVIDED BY DILIGENT ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY DILIGENT, ITS AFFILIATES OR CONTRACTORS WILL CREATE A WARRANTY AND DILIGENT DOES NOT WARRANT THAT THE SERVICE AND ANY RELATED SOFTWARE PROVIDED BY DILIGENT WILL BE UNINTERRUPTED OR ERROR-FREE.

**12. Limitations of Liability.** NO PARTY OR SUCH PARTY'S AFFILIATES OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE, EXCEPT WITH RESPECT TO ANY INDEMNITY PROVIDED BY CUSTOMER UNDER THIS AGREEMENT. DILIGENT'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES RECEIVED BY DILIGENT FROM CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO THE TIME AT WHICH THE LOSS, COST, CLAIM OR DAMAGES AROSE.

**13. Confidentiality.** A party's "Confidential Information" means information or data (in oral, written, electronic or other form), excluding any "Trade Secrets" (as defined under applicable law), related to or owned or controlled by such party, valuable to such party and not generally known or readily available through legal means (other than its disclosure in reliance on this Agreement) to the receiving party. Customer acknowledges that the Service contains Confidential Information and Trade Secrets of Diligent. Subject to applicable law, a receiving party may use the disclosing party's Confidential Information or Trade Secrets to perform its obligations and exercise its rights under this Agreement, and may not communicate, disclose, transfer or use the disclosing party's Confidential Information or Trade Secrets for any other purpose without the prior written consent of the disclosing party. The foregoing restrictions shall not apply to any Confidential Information or Trade Secrets of the disclosing party that: (a) are in the public domain, other than due to the actions or omissions of the receiving party; (b) can be proven to have been already known by the receiving party before their disclosure by the disclosing party; (c) were independently developed by the receiving party without access to or use of any Confidential Information or Trade Secrets of the disclosing party. In addition, the receiving party may disclose the disclosing party's Confidential Information or Trade Secrets only to its officers, directors and employees on a need-to-know basis after informing any such discloses that it is confidential and subject to the terms of this Agreement, and provided that such disclosing party remains liable to ensure that such individuals comply with the requirements of this Agreement. Notwithstanding the foregoing, after giving reasonable notice to the disclosing party (which notice affords the disclosing party an opportunity to seek a protective order or other remedy), the receiving party may disclose the disclosing party's Confidential Information or Trade Secrets to the extent required by law or a court of competent jurisdiction. On request, each receiving party will return or destroy all copies or records that contain or reflect the disclosing party's Confidential Information or Trade Secrets. A party may seek injunctive relief to redress or prevent violations of this Section 13, in addition to, and not in lieu of, any other rights and remedies available to such party. Trade Secrets will be protected as required by this Agreement and applicable law for so long as they remain a Trade Secret under applicable law.

**14. Miscellaneous**

- (a) Unless the law that governs Customer's existence or operation prohibits this, any claim or dispute relating to this Agreement will be governed by Delaware law. The parties agree that the finder of fact must adhere to the terms and conditions in this Agreement.
- (b) If any portion of this Agreement is held to be unenforceable, the unenforceable portion will be construed as nearly as possible to reflect the original intent of the parties and the remainder of the provisions will remain in full force and effect. Except with regard to the SLA, neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights under this Agreement. The terms and conditions of this Agreement will not be more strictly construed against either party since both parties negotiated this mutually acceptable Agreement.
- (c) Notices under this Agreement will be sent to:
  - (i) the Customer at the address set forth above, and
  - (ii) Diligent at the following:  
  
Diligent Corporation  
Attn: Legal Counsel  
111 West 33<sup>rd</sup> Street, 16<sup>th</sup> Floor  
New York, NY 10120 USA  
Phone: 212-741-8181  
Email: legal@diligent.com
- (d) All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement will so survive, including, but not limited to, the relevant provisions of Sections 3, 4, 5, 6, 7 (except any licenses, which are restricted to the Term), 9, 10, 11, 12, 13, and 14.
- (e) Customer understands that the Service is accessed through the Internet and data may travel over the unsecured networks of several third-party Internet service providers and thus may not be secure or confidential. Diligent is not responsible for Internet connectivity to Customer's location or anything that happens by or through Internet or other transmission or access. Diligent will not be liable to Customer, or any User, for any delay or failure to perform any provision of this Agreement to the extent such delay or failure to perform is caused by an event beyond the reasonable control of Diligent, including, without limitation, an act of God; flood; riot; fire; explosion; judicial or governmental act; terrorism; military act; strike or lockout; third-party act or omission; failure of utility or telecommunications facilities; virus, worm, trojan horse or other code, command, file or program designed to interrupt, destroy or limit the functionality of any content, information, software, hardware or equipment; Internet slow-down or failure; lightning or other weather condition or event; or any other act, omission or event outside the control of Diligent (all of which are "Events of Force Majeure").
- (f) This Agreement, the SLA and AUP and other documents or items referenced herein or therein, constitute one and the same legally binding instrument and the entire agreement between Customer and Diligent with respect to the subject matter hereof and expressly supersede any contrary prior written or oral agreements or understandings between the parties. Customer may not assign this Agreement or any of its rights or obligations without the prior written consent of Diligent, which consent will not be unreasonably withheld or delayed. The terms and conditions of this Agreement may not be amended except in a writing signed by both parties.

**15. State Purchasing.** To the extent permitted by law and approved by the Parties, the terms of this Agreement may be extended for use by other similarly situated state and/or governmental entities ("Related Entities") upon execution by Diligent and the Related Entity of an addendum or order document referencing this Agreement and setting forth all terms and conditions for such use. Applicable fees for any such Related Entity will be quoted by Diligent to the Client and/or any Related Entity upon written request, and shall be incorporated into the addendum or order document