

AGENDA

Regular Meeting of the Board of Education

February 12, 2019

Vision:

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

Mission:

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

ADMINISTRATION

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

BOARD OF EDUCATION

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

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

LAGUNA BEACH UNIFIED SCHOOL DISTRICT REGULAR MEETING

550 Blumont Laguna Beach, CA 92651

February 12, 2019

Closed Session 4:30 P.M. Open Session 6:00 P.M.

AGENDA

RECORDING OF SCHOOL BOARD MEETINGS

Open Session School Board Meetings will be video recorded.

- 1. CALL TO ORDER
- 2. ROLL CALL TO ESTABLISH QUORUM
- 3. PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS
- 4. ADJOURN TO CLOSED SESSION
 - A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE Government Code §54957
 - **B. NEGOTIATIONS**

Government Code §54957.6

i. Employee Organization: LaBUFADistrict Negotiator: Leisa Winston

ii. Employee Organization: CSEA

District Negotiator: Leisa Winston

iii. Employee Organization: Unrepresented Employees

District Negotiator: Leisa Winston

- 5. CALL TO ORDER REGULAR SESSION
- 6. PLEDGE OF ALLEGIANCE
- 7. REPORT ON CLOSED SESSION ACTION
- 8. ADOPTION OF AGENDA
- 9. RECOGNITIONS
 - a. LBHS Boys Cross Country CIF State Champions

10. PUBLIC COMMENT (Non- Agenda Items)

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

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

11. REPORTS

- Student Representative(s)
- Bargaining Unit Representatives (CSEA and LaBUFA)
- Board Members
- Superintendent
- Cabinet Members
- Principal Report Mike Conlon, Top of the World Elementary

12. PUBLIC HEARINGS

- a. Presentation of the Classified School Employees Association, Chapter 131, and Laguna Beach Unified School District's Joint Proposal for a Successor Collective Bargaining Agreement and Announcement of a Requisite Public Hearing.
- b. Presentation of the Laguna Beach Unified Faculty Association and Laguna Beach Unified School District's Joint Proposal for a Successor Collective Bargaining Agreement and Announcement of a Requisite Public Hearing.

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. February 6, 2019 Special Meeting
 - ii. January 22, 2019 Regular Meeting
 - iii. January 15, 2019 Regular Meeting
- b. Approval/Ratification of Personnel Report
- c. Approval/Ratification of Conference/Workshop Attendance
- d. Approval of Acceptance of Gifts Checks Totaling \$1,000.00 and In-Kind Donation
- e. Approval of Agreements for Contracted Services Special Education
- f. Approval of Agreements and Contracts Technology Services
- g. Approval/Ratification of Warrants #396471 through #396761 in the amount of \$1,518,769.87 Dates: 1/08/19 through 1/31/19
- h. Approval/Ratification of Certificated Payroll 7A in the Amount of \$2,200,326.42 Approval/Ratification of Classified Payroll 7B in the Amount of \$710,052.39
- i. Approval of Quarterly Investment Report Board Policy 3002 Investments
- j. Approval of Concordia University of Irvine Fieldwork Practicum Agreement for School Counselors with Laguna Beach Unified from February 13, 2019, through February 13, 2022
- k. Approval of Azusa Pacific University Agreement for Educational Fieldwork with Laguna Beach Unified from February 1, 2019, through June 30, 2023
- Approval of the Classified School Employees Association, Chapter 131, and Laguna Beach Unified School District's Joint Proposal for a Reopeners to the 2018-2021 Collective Bargaining Agreement and Announcement of a Requisite Public Hearing
- m. Approval of Laguna Beach Unified Faculty Association and Laguna Beach Unified School District's Joint Proposal for Reopeners for the 2017-2020 Collective Bargaining Agreement and Announcement of a Requisite Public Hearing

INFORMATION ITEMS

14. MONTHLY FINANCIAL UPDATE – DECEMBER 2018

- Jeff Dixon, Assistant Superintendent, Business Services
Staff will present the monthly financial update to the Board of Education.

15. PRESENTATION OF UPDATED FACILITIES MASTER PLAN

- Jeff Dixon, Assistant Superintendent, Business Services
- Ryan Zajda, Director, Facilities

Staff will present information related to updates in the Ten Year Facilities Master Plan. The presentation will highlight significant changes and updates for scheduled projects identified in the 2018 plan update. All proposed changes are based on a comprehensive review and assessment by facilities staff and ongoing feedback from each site's administration.

ACTION ITEMS

- 16. APPROVAL TO INCREASE WORK YEAR OF NUTRITION SERVICES KITCHEN MANAGER FROM 10 MONTHS PER YEAR TO 10.5 MONTHS PER YEAR, BEGINNING WITH THE 2019-20 SCHOOL YEAR
 - Leisa Winston, Assistant Superintendent, Human Resources and Public Communications Staff proposes increasing the work year of the Athletic Trainer at Laguna Beach High School from 10 months per year to 10.75 months per year, beginning with the 2018-19 school year.
- 17. APPROVAL OF OFFICE ASSISTANT II JOB DESCRIPTION AND POSITION FOR 5 HOURS PER DAY, 12 MONTHS PER YEAR
 - Leisa Winston, Assistant Superintendent, Human Resources and Public Communications Staff proposes the Board of Education approve the job description for Office Assistant II and one position at 5 hours per day, 12 months per year.
- 18. APPROVAL OF OFFICE ASSISTANT III JOB DESCRIPTION AND POSITION FOR 4 HOURS PER DAY, 12 MONTHS PER YEAR
 - Leisa Winston, Assistant Superintendent, Human Resources and Public Communications Staff proposes the Board of Education approve the job description for Office Assistant III and one position at 4 hours per day, 12 months per year
- 19. APPROVE THE JOINT POWERS AUTHORITY FOR COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP BETWEEN SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND LAGUNA BEACH UNIFIED SCHOOL DISTRICT

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

Staff proposes the Board of Education approve the Joint Powers Authority (JPA) for a College and Career Access Pathways Partnership between South Orange County Community College District (SOCCCD) and Laguna Beach Unified School District (LBUSD) to offer a dual enrollment experience to our Laguna Beach High School (LBHS) students beginning with the summer 2019.

20. APPROVAL OF THE LOW PERFORMING STUDENTS BLOCK GRANT IN THE AMOUNT OF \$112,633.00

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

Staff proposes the Board of Education approve the acceptance and use of the Low Performing Students Block Grant (LPSBG) in the amount of \$112,633.00.

- 21. APPROVAL OF SINGLE PLAN FOR STUDENT ACHIEVEMENT (SPSA) ALL SITES Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services

 Staff proposes that the Board of Education approve the 2018-19 Single Plan for Student Achievement (SPSA) for each school site.
- 22. APPROVAL OF THE CONTINUED CAREER TECHNICAL EDUCATION INCENTIVE GRANT (CTEIG) PROGRAM MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE LAGUNA BEACH UNIFIED SCHOOL DISTRICT (LBUSD) AND THE COLLEGE AND CAREER ADVANTAGE (CCA) FOR THE PERIOD OF JUNE 1, 2018, THROUGH JUNE 30, 2020 Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services

Staff proposes the Board of Education approve the Career Technical Education Incentive Grant Program (CTEIG) Memorandum of Understanding (MOU) Between the Laguna Beach Unified School District (LBUSD) and the College and Career Advantage (CCA). The purpose of this agreement is to continue a cooperative and mutually beneficial relationship between the parties and to set forth the responsibilities of the parties as related to the implementation of the Career Technical Education Incentive Grant Program.

- 23. APPROVAL OF 2019-20 COMPREHENSIVE DISTRICT AND SCHOOL SAFETY PLAN
 - Jeff Dixon, Assistant Superintendent, Business Services
 - Ryan Zajda, Director, Facilities

Staff proposes the Board of Education approve the LBUSD Comprehensive District and School Safety Plan update for the 2019-20 school year.

- 24. APPROVAL TO AUTHORIZE THE ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES TO FILE A NOTICE OF COMPLETION (NOC) WITH THE COUNTY OF ORANGE RECORDER'S OFFICE FOR SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC. FOR THE ENERGY CONSERVATION SERVICES PROJECT
 - Jeff Dixon, Assistant Superintendent, Business Services
 - Ryan Zajda, Director, Facilities

Staff proposes the Board of Education accept the contract for Schneider Electric Buildings Americas, Inc. for the Energy Conservation Services project as complete and authorize the Assistant Superintendent of Business Services to file a Notice of Completion with the County of Orange Recorder's Office.

- 25. APPROVAL TO ENTER INTO A CONTRACT FOR SAFETY CONSULTING SERVICES WITH CAMPUS SAFETY GROUP, LLC TO REVIEW THE DISTRICT COMPREHENSIVE SAFETY PLAN, DEVELOP A SCHOOL SITE REUNIFICATION PLAN, AND TO PROVIDE EMERGENCY TRAINING TO DISTRICT STAFF FOR A FIXED FEE NOT-TO-EXCEED \$11,247.50
 - Jeff Dixon, Assistant Superintendent, Business Services
 - Ryan Zajda, Director, Facilities

Staff proposes the Board of Education authorize the Assistant Superintendent of Business Services to enter into a contract with Campus Safety Group, LLC to review the District Comprehensive Safety Plan, develop a School Site Reunification Plan, and to provide Emergency Training to District Staff.

26. APPROVAL TO AWARD A CONTRACT FOR ARCHITECTURAL SERVICES TO RUHNAU CLARKE ARCHITECTS FOR THURSTON MIDDLE SCHOOL FIELD AND CLASSROOM MODERNIZATION PROJECT

- Jeff Dixon, Assistant Superintendent, Business Services
- Ryan Zajda, Director, Facilities

Staff proposes the Board of Education authorize the Assistant Superintendent of Business Services to enter into a contract with Ruhnau Clarke Architects to provide architectural services for Thurston Middle School Field and Classroom Modernization project.

27. BOARD POLICIES - FIRST READ

- Jason Viloria, Ed.D., Superintendent

On February 6, 2019, the Board of Education held a special meeting to review and discuss the policies and bylaws listed below. The Superintendent recommends a first reading by the Board of Education of bylaws and policies recommended by the Board to move forward for addition, deletion, or revision. The Board may waive a second reading or require an additional reading if necessary. Board policies are brought forward for a first reading by the Board, as described in Board Bylaw 9310.

28. BOARD MEMBER REQUESTS FOR ITEMS FOR NEXT MEETING, REQUESTS FOR INFORMATION, OR GENERAL COMMENTS

- Jan Vickers, President, Board of Education

29. ADJOURNMENT

- Jan Vickers, President, Board of Education

The next Regular Meeting of the Board of Education is **Tuesday, March 12, 2019, 6:00 PM**Laguna Beach Unified School District Office Board Room
550 Blumont St., Laguna Beach, California

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 Board votes to extend the time and the vote is approved by a majority of the Board.

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

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

REASONABLE ACCOMMODATION

In accordance with the Americans with Disability Act, members of the public who require disability accommodation to participate in the meeting should contact the office of the Superintendent in writing at 550 Blumont Street, Laguna Beach, 92651 by noon on the Monday before the scheduled meeting.

NOTICE OF PUBLIC HEARINGS

LAGUNA BEACH UNIFIED SCHOOL DISTRICT 550 BLUMONT STREET LAGUNA BEACH, CA. 92651 DISTRICT EDUCATION CENTER – BOARD ROOM

DURING THE REGULAR MEETING OF
THE BOARD OF EDUCATION
TO BE HELD ON
TUESDAY, FEBRUARY 12, 2019, AT 6:00 P.M.

PUBLIC HEARINGS WILL BE HELD ON THE FOLLOWING ITEMS:

Presentation of the Classified School Employees Association (CSEA), Chapter 131, and Laguna Beach Unified School District's Joint Proposal for a Successor Collective Bargaining Agreement and Announcement of a Requisite Public Hearing

Presentation of the Laguna Beach Unified Faculty Association (LaBUFA), and Laguna Beach Unified School District's Joint Proposal for a Successor Collective Bargaining Agreement and Announcement of a Requisite Public Hearing

Posted: Thursday, January 31, 2019 in the following locations:

[•] Front entrance of the LBUSD District Office

[•] Front entrance of each school site within LBUSD

[•] LBUSD website

Laguna Beach Unified School District

12.a. PUBLIC HEARING

February 12, 2019

Approval:

Presentation of the Classified School Employees Association, Chapter 131, and Laguna Beach Unified School District's Joint Proposal for a Reopeners to the 2018-2021 Collective Bargaining Agreement and Announcement of a Requisite Public Hearing

Proposal

Staff proposes that in accordance with Board Policy 4305, the Board of Education publicly present the CSEA Chapter 131 and Laguna Beach Unified School District's Joint Proposal for Reopeners to the 2018-2021 Collective Bargaining Agreement and hold the requisite public hearing to allow the public to comment on the proposals.

Background

After the Public Hearing, the Board will direct administration to acknowledge public comments; subsequently, representatives of the District and the employee organization shall begin formal negotiations.

Included with the agenda item, please find the Initial Proposals for the 2019-2020 school year, which reflect Interest-based Bargaining as the anticipated process. This is a required step in the formal negotiations process.

Budget Impact

There no budget impact at this time.

Recommended Action

Staff recommends the Board of Education present the CSEA Chapter 131 and Laguna Beach Unified School District's Joint Proposal for Reopeners to the 2018-2021 Collective Bargaining Agreement and hold the requisite public hearing to allow the public to comment on the proposals.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT Interest-Based Bargaining Proposal Sunshine Hearing: <u>Tuesday</u>, <u>February 12</u>, 2019

The Laguna Beach Unified School District presents the following initial proposal to CSEA for upcoming negotiations for 2019-2020 re-openers to the July 1, 2018 through June 30, 2021 contract. LBUSD looks forward to productive, interest-based negotiations ending in an agreement serving the best interests students, staff, parents and community. Specifically, the District has interests on the following topics:

- 1. Article 16 Vacations
- 2. Article 17 Evaluation Procedures

THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its LAGUNA BEACH CHAPTER 131

(REOPENER YEAR 2019-20)

INITIAL CONTRACT REOPENER PROPOSAL

February 4, 2019



Presented to Laguna Beach 131 Membership February 11, 2019

The California School Employees Association (CSEA) and its Laguna Beach Chapter 131, in accordance with Article 27 Term, present their initial proposal to reopen the contract under the reopener provisions of the current bargaining agreement.

CSEA desires to alter or amend the following articles as indicated and presents our proposals for public discussion in accordance with Government Code § 3547:

Article 9- HOURS AND OVERTIME

CSEA has an interest in ensuring opportunities for overtime are distributed equitably to bargaining unit members.

Article 12 – PAY AND ALLOWANCES

CSEA has an interest to ensure that classified employees of the District are compensated in a manner that will enable the District to recruit and retain the finest classified employees in Orange County.

Article 19- DISCIPLINARY ACTION

CSEA has an interest in capturing the District's practice of progressive discipline in contract language and ensuring discipline practices are consistent across the bargaining unit.

Article 23-HEALTH BENEFITS

CSEA has an interest in maintaining high quality health care at an affordable rate.

As determined through the negotiation process, additional articles may be visited between the parties.

Laguna Beach Unified School District

12.b. PUBLIC HEARING

February 12, 2019

Approval:

Presentation of the Laguna Beach Unified Faculty Association and Laguna Beach Unified School District's Joint Proposal for Reopeners for the 2017-2020 Collective Bargaining Agreement and Announcement of a Requisite Public Hearing

Proposal

Staff proposes that in accordance with Board Policy 4104, the Board of Education publicly present the Laguna Beach Unified Faculty Association and Laguna Beach Unified School District's Joint Proposal for Reopeners for the 2017-2020 Collective Bargaining Agreement and hold the requisite public hearing to allow the public to comment on the proposals.

Background

After the Public Hearing, the Board will direct administration to acknowledge public comments; subsequently, representatives of the District and the employee organization shall begin formal negotiations.

Included with the agenda item, please find the Initial Proposals for the 2019-2020 school year, which reflect Interest-based Bargaining as the anticipated process. This is a required step in the formal negotiations process.

Budget Impact

There no budget impact at this time.

Recommended Action

Staff recommends the Board of Education publicly present the Laguna Beach Unified Faculty Association and Laguna Beach Unified School District's Joint Proposal for Reopeners for the 2017-2020 Collective Bargaining Agreement and hold the requisite public hearing to allow the public to comment on the proposals.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT Interest-Based Bargaining Proposal Sunshine Hearing: <u>Tuesday</u>, <u>February 12</u>, 2019

The Laguna Beach Unified School District presents the following initial proposal to LaBUFA for upcoming reopener negotiations for the 2019-2020 school year. LBUSD looks forward to productive, interest-based negotiations ending in an agreement serving the best interests students, staff, parents and community, on the following topics:

- 1. Article 7 Hours
- 2. Article 11 Evaluation

Initial Interest Statements for Bargaining From the Laguna Beach Unified Faculty Association To the Laguna Beach Unified School District



February 5, 2019

The Laguna Beach Unified Faculty Association looks forward to opening contract negotiations for the 2019-20 school year within the framework of the principles of Interest Based Bargaining and the cooperative relationship that the Association and the District have enjoyed for many years. We have an interest in reaching an agreement that will continue to provide our members with a competitive salary, and current benefits that help to attract outstanding teachers from across the state and the nation to provide the best learning environments for our students.

We will be opening article/s:

Article 17 School Calendar Article 8 Class Size

Laguna Beach Unified School District

13.a.i. CONSENT/ACTION

February 12, 2019

Approval:

Minutes – February 6, 2019

Board of Education Minutes of Special Meeting February 6, 2019

Call to Order

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

Roll Call to Establish Quorum

Roll call to establish Quorum:

Members Present:

Jan Vickers

Carol Normandin Peggy Wolff Dee Perry James Kelly

Staff Present:

Jason Viloria, Ed.D., Superintendent

Leisa Winston, Assistant Superintendent, Human Resources/Public

Communications

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

Jeff Dixon, Assistant Superintendent, Business Services

Victoria Webber, Executive Assistant

Legal Council:

Mark Bressee, Atkinson, Andelson, Loya, Ruud & Romo

Pledge of Allegiance

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

Adoption of Agenda

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

Discussion: None

President Vickers called for the vote.

Public Comment (Items Not on the Agenda)

Jennifer Welsh Zeiter addressed the Board regarding recording and not recording of Board meetings. She suggested the Board adopt a new bylaw to record all Board meetings. She also commented on Member Perry not being elected president of the Board citing discrimination.

Michelle Manda addressed the Board regarding Member Dee Perry not being elected as president and demanded the current president resign.

Emil Manda addressed the Board regarding Member Perry not being elected as president.

India Hines addressed the Board regarding Member Perry not being elected as president. She stated President Vickers should resign and all Board meetings should be recorded.

Ketta Brown addressed the Board and made clarifying comments.

Review and Discussion of Board Policies

The Board of Education, Cabinet members and Attorney Mark Bressee, of Atkinson, Andelson, Loya, Ruud & Romo, reviewed and discussed each of the following policies in preparation of bringing them forward to the Board for a first reading at the February 12, 2019 Board meeting.

Bylaw Number	Description	Notes for Review/Recommendation (No action will be taken)	Comments/Next Steps
9000	Role of the Board	Review	Keep as is.
9002	Public Participation at Meetings of the Board	Review and consider for deletion	Move to first read for deletion
9003	Disorderly Conduct During Any Meeting	Review and consider for deletion	Move to first read for deletion
9005	Governance Standards	Review	Keep as is
9006	President, Clerk, and Secretary	Review and consider for deletion and replacing with BB 9121, 9122 and 9123	Move to first read for deletion
9008	Designation of Secretary to Keep Minute Book of Closed Sessions	Review and consider for deletion	Move to first read for deletion

9009	Delegation of Board Authority	Review	Move to first read for deletion
			Keep as is
9010	Public Statements	Review	
Policy Number	Description	Notes for Review/Recommendation (No action will be taken)	Comments/Next Steps
9011	Disclosure of Confidential, Privileged Information	Review	Keep as is
9012	Board Member Electronic Communications	Review	Keep as is
9100	Annual Organizational Meeting	Bylaw updated to reflect NEW LAW (AB 2449)	Move to first read. Suggestions made for revisions.
9110	Terms of Office	Bylaw updated to reflect NEW LAW (AB 2449) which changes the commencement of the term of office of board members from the first Friday in December following their election to the second Friday in December.	Move to first read
9121	President	Review and consider for adoption	Move to first read
9122	Secretary	Review and consider for adoption	Move to first read
9123	Clerk	Review and consider for adoption	Move to first read
9124	Attorney	Review and consider for adoption	Move to first read
9130	Board Committees	Review	Keep as is
9140	Board Representatives	Review	Keep as is
9150	Student Board Members	Review	Keep as is
9200	Limited Board Member Authority	Review	Keep as is
9220	Governing Board Elections	Review	Keep as is
9222	Resignation	Review	Keep as is
9223	Filling Vacancies	Review	Move to first read
9224	Oath or Affirmation	Review	Keep as is
9230	Orientation		Move to first read. Suggestions made for revisions.

9240	Board Training	Review and consider for adoption	Move to first read
9250	Remuneration, Reimbursement, and Other Benefits	Review	Move to first read. Suggestions made for revisions.
Policy Number	Description	Notes for Review/Recommendation (No action will be taken)	Comments/Next Steps
9260	Legal Protection	Review	Keep as is
9270	Conflict of Interest	Review	Move to first read. Suggestions made for revisions.
9310	Board Policies	Review	Keep as is
9320	Meetings and Notices	Review	Keep as is
9321	Closed Session Purposes and Agenda	Review	Keep as is
9321.1	Closed Session Actions and Reports	Review	Keep as is
9322	Agenda/Meeting Materials	Review and consider deletion of 9002	Move to first read for deletion
9323	Meeting Conduct	Review	Keep as is
9323.2	Actions by the Board	Review	Keep as is
9324	Minutes and Recordings	Review	Move to first read for further discussion
9400	Board Self-Evaluation	Review and consider for adoption	Move to first read
0460	LCAP	New Law AB 2878 and AB 1840	Move to first read
3350	Travel Expenses	Delete BP 4014	Move to first read
4014	Reimbursement of Expenses for Employees	Submitted for deletion	Move to first read for deletion
4008	Replaced by 4200 in 2016	Submitted for deletion	Move to first read for deletion
4009	Replaced by AR 4112.6	1	Move to first read for deletion
1111 4 1	Replaced by 3514.1 in 9/2018	ī l	Move to first read for deletion
2.ZL1 H 1	Replaced by 4200 in 2016 and 4251	l i	Move to first read for deletion
1401	Replaced by 4161/4261/4361 in 3/2018	ł	Move to first read for deletion

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4402	Replaced by 4161/4261/4361 in 3/2018	Submitted for deletion	Move to first read for deletion
4406	Replaced by 4161/4261/4361 in 3/2018	Submitted for deletion	Move to first read for deletion
4407	Replaced by 4215 in 3/2018	Submitted for deletion	Move to first read for deletion
4408	Replaced by 4140/4240/4340 in 3/2018	Submitted for deletion	Move to first read for deletion
4410	Replaced by 4161/4261/4361 in 3/2018	Submitted for deletion	Move to first read for deletion

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

Discussion: None

President Vickers called for the vote.

Motion carried . Members Vickers, Normandin, Wolff, Perry and Kelly, voted yes to adjourn. Member Brown had left the meeting. The meeting adjourned at 11:20 a.m.

Carol Normandin Clerk of the Board February 12, 2019

Laguna Beach Unified School District

13.a.ii. CONSENT/ACTION

February 12, 2019

Approval:

Minutes – January 22, 2019

Board of Education Minutes of Regular Meeting January 22, 2019

Call to Order

The Regular Meeting of the Board of Education was called to order by President Vickers at 5:15 p.m., at the Central Offices for Laguna Beach Unified, 550 Blumont, Laguna Beach, California.

Roll Call to Establish Quorum

Quorum was established.

Members Present:

Jan Vickers

Carol Normandin Peggy Wolff Dee Perry Jim Kelly

Public Comment on Closed Session Items

There were no public comments.

Adjourn to Closed Session

Member Normandin moved to adjourn to Closed Session. Member Wolff seconded. Motion carried 5-0. Members Vickers, Normandin, Wolff, Perry, and Kelly voted yes to adjourn to Closed Session at 5:15 p.m. The following topics were discussed.

A. NEGOTIATIONS

Government Code §54957.6

i. Employee Organization: LaBUFADistrict Negotiator: Leisa Winston

ii. Employee Organization: CSEA

District Negotiator: Leisa Winston

iii. Employee Organization: Unrepresented Employees

District Negotiator: Leisa Winston

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

Motion carried 5-0. Members Vickers, Normandin, Wolff, Perry, and Kelly voted yes to adjourn from Closed Session. The Board adjourned Closed Session at 6:07 p.m.

Present at Board Meeting

Members Present: Jan Vickers

Carol Normandin Peggy Wolff Dee Perry Jim Kelly

Staff: Jason Viloria, Ed.D., Superintendent

Jeff Dixon, Assistant Superintendent, Business Services Leisa Winston,

Assistant Superintendent, Human Resources/Public

Communications

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

Victoria Webber, Executive Assistant

Anakaren Ureno, Communications Specialist

Pledge of Allegiance

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

Report of Closed Session Action

President Vickers reported there was no action taken in Closed session.

Adoption of Agenda

Public Comment: None

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

Discussion: Member Wolff asked to amend the motion to pull item 12 from the agenda and reagendize the topic for a future meeting date, after review of Board Bylaws and policies. Member Normandin seconded.

Discussion followed.

Motion carried 4-1. Members Vickers, Normandin, Wolff and Kelly voted yes to adopt the agenda as amended. Member Perry voted no.

Special Recognitions

None

Public Comment (Non- Agenda Items)

None

Reports

Board Members

Board members reported as follows:

Member Kelly

• N/A

Member Wolff

• N/A

Member Normandin

• N/A

Member Perry

• N/A

President Vickers

• N/A

Superintendent Viloria

No report

Cabinet

Leisa Winston, Assistant Superintendent, Human Resources and Public Communications

No report

Jeff Dixon, Assistant Superintendent, Business Services

• No report

Alysia Odipo, Assistant Superintendent, Instructional Services

• No report

INFORMATION ITEMS

Presentation on the Overview of the Brown Act

Mr. Ronald Wenkart presented information on the Brown Act, including the purpose and scope, definition of a meeting, examples of prohibited communications, exceptions to definitions of a

meeting, authorized closed sessions, public report of closed session action, disclosure of confidential information, and disorderly conduct during open session.

Board members asked clarifying questions throughout the presentation.

Review and Discussion of Board Governance and Protocols

This item was pulled and will be re-agendized at a future meeting.

Board Member Requests for Items for Next Meeting, Requests for Information, or General Comments

Member Dee Perry stated it had been called to her attention that the district does not have Board policies in the 2000 series for administration. She asked why we don't have them and if we need them. The 2000 series will be sent to the Board in a future weekly update.

Member Carol Normandin requested the Board consider reviewing all of the Board Bylaws (9000 series) and prioritize them above all other policies to help with the Governance and Protocol discussion. She also asked for Education Code requirements for setting Board meeting dates, staff requirements for reporting dates to the Orange County Department of Education, and State, if required.

Member Normandin apologized to Member Perry for misunderstanding her comments regarding the Board presidency. She shared two articles.

Adjournment

Member Normandin moved to adjourn. Member Wolff seconded.

President Vickers called for the vote.

Motion carried 5-0. Members Vickers, Normandin, Wolff, Perry, and Kelly voted yes to adjourn the meeting. The meeting adjourned at 7:32 p.m.

Carol Normandin
Clerk of the Board
February 12, 2019

Laguna Beach Unified School District

13.a.iii. CONSENT/ACTION

February 12, 2019

Approval:

Minutes – January 15, 2019

Board of Education Minutes of Regular Meeting January 15, 2019

Dr. Viloria issued the Oath of Office to James Kelly prior to the start of the meeting.

Call to Order

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

Roll Call to Establish Quorum

Quorum was established.

Members Present:

Jan Vickers

Carol Normandin Peggy Wolff Dee Perry Jim Kelly

Public Comment on Closed Session Items

There were no public comments.

Adjourn to Closed Session

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

A. PUBLIC EMPLOYEE EVALUATION

Government Code §54957

Title: Superintendent of Schools

B. NEGOTIATIONS

Government Code §54957.6

i. Employee Organization: LaBUFADistrict Negotiator: Leisa Winston

ii. Employee Organization: CSEA

District Negotiator: Leisa Winston

iii. Employee Organization: Unrepresented Employees

District Negotiator: Leisa Winston

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

Motion carried 5-0. Members Vickers, Normandin, Wolff, Perry, and Kelly voted yes to adjourn from Closed Session. The Board adjourned Closed Session at 5:55 p.m.

Present at Board Meeting

Members Present:

Jan Vickers

Carol Normandin Peggy Wolff Dee Perry Jim Kelly

Employee Group

Representatives:

Sara Hopper, President, LaBUFA

Margaret Warder, President, CSEA

Staff:

Jason Viloria, Ed.D., Superintendent

Jeff Dixon, Assistant Superintendent, Business Services Leisa Winston,

Assistant Superintendent, Human Resources/Public

Communications

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

Victoria Webber, Executive Assistant Mike Morrison, Chief Technology Officer Irene White, Director, Special Education

Chad Mabery, Director, Assessment & Accountability

Ryan Zajda, Director, Facilities

Anakaren Ureno, Communications Specialist Chris Duddy, Principal, El Morro Elementary

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

Pledge of Allegiance

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

Report of Closed Session Action

President Vickers stated there was no action taken in Closed session.

Adoption of Agenda

Public Comment: None

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

Discussion: Staff noted a correction to Mr. Kelly's name on page 7 and a correction to the hours listed for Trina Bilich, which should state 6 hours per day instead of 5 hours per day on page 19.

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

Special Recognitions

PTA Reflections: PTA Reflections Chairperson, Jennifer Baker, recognized division winners.

Public Comment (Non- Agenda Items)

Ms. Andrea Crean addressed the Board regarding a residency issue that affected her daughter.

Reports

Student Representative – Piper Warner and Kaitlin Gunsolley

Piper reported on the following:

- Finals at high school
- Thurston production of Seussical Jr.
- El Morro talent show, Jog-a-thon, Jump Rope for Heart, and the Learning Club
- Top of the World student visited LBHS
- LBHS ASB hosting anti-stress activities for finals week
- Winter formal
- Challenge Success update
- Winter athletics update

LaBUFA Representative – Sara Hopper, LaBUFA President

• A survey has been sent to members regarding negotiations

CSEA Representative - Margaret Warder, CSEA President

- Welcome Member Kelly
- Pre-negotiations meeting held
- Attending Governor's Budget Workshop with Elizabeth Phillips and district administrators
- Attended the CEBA summit

Board Members

Board members reported as follows:

Member Kelly

• N/A

Member Wolff

• N/A

Member Perry

Attended SchoolPower Endowment meeting

Member Normandin

• N/A

President Vickers

- Attended SchoolPower Endowment meeting
- Attended PTA Council meeting

Superintendent Viloria

- Attended PTA Council meeting
 - Working on how to spend PTA funds on behalf of all students

Cabinet

Leisa Winston, Assistant Superintendent, Human Resources and Public Communications

• No report

Alysia Odipo, Assistant Superintendent, Instructional Services

- Spanish parent workshop series beginning January 24
- Recognized Dr. Mabery for his work with principals on the LCAP

•

Jeff Dixon, Assistant Superintendent, Business Services

 Attended the Governor's Budget Workshop with district administrators and CSEA members

CONSENT CALENDAR

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

Public Comment: None

Discussion:

- a. Approval of Minutes December 11, 2018
- b. Approval/Ratification of Personnel Report

- c. Approval/Ratification of Conference/Workshop Attendance
- d. Approval of Field Trip(s)
- e. Approval of Agreements for Contracted Services Special Education
- f. Approval of Agreements and Contracts Technology Services
- g. Acceptance of Gifts-Checks Totaling \$203,741.00
- h. Approval/Ratification of Warrants #396160 through #396470 in the amount of \$1,537,495.36 Dates: 12/03/2018 through 01/03/2019
- i. Approval/Ratification of Certificated Payroll 6A in the Amount of \$2,291,498.48 Approval/Ratification of Classified Payroll 6B in the Amount of \$716,877.94
- j. Approval of Community Facilities District 98-1 (Crystal Cove) Administrative Expense Fund Disbursements Totaling \$1,030.28
- k. Approval of Translation/Interpretation Contract with the Orange County Department of Education in an Amount Not-to-Exceed \$2,000.00

Discussion: None

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

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

INFORMATION ITEMS

A Journey to an Integrated K-12 Social Emotional Learning System

The Board received the report on the LBUSD Social Emotional Learning System presented by Dr. Viloria.

Board members asked clarifying questions.

Second Quarter Report of Uniform Complaints for the Williams Case Settlement

The Board received the report presented by Mrs. Winston who stated no complaints had been received.

Presentation of Monthly Financial Report – November 2018

The Board received the report presented by Mr. Dixon.

Temporary Interfund Transfer of \$6,000,000

The Board received the report presented by Mr. Dixon to formally report the \$6,000,000 that was temporarily transferred to meet district payment obligations in September was returned to the Special Reserve for Non-Capital Fund (17) on December 18, 2018.

Report Regarding a Joint Powers Authority for College and Career Access Pathways Partnership between South Orange County Community College District/Irvine Valley College and Laguna Beach Unified School District

The Board received the report presented by Dr. Odipo. An action item will be brought to the Board in February seeking approval.

Discussion of 2019 Board Meeting Dates and Protocol for Request for Changes

The Board discussed the need for protocol on steps needed when a Board member cannot attend a meeting, the process for approval of Board meeting dates, and sharing information if you are not at a meeting. This topic will be further discussed at a Board protocol meeting.

ACTION ITEMS

Approval of Memorandum of Understanding Between Capistrano Unified School District and Laguna Beach Unified School District for Special Education Services

Dr. Odipo introduced the item.

Public Comment: None

Board Member Questions: None

Member Normandin moved approval. Member Wolff seconded.

Discussion:

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

Approval of Independent Contractor Agreement with Denise Pope, Ph.D., for Services as a Keynote Speaker in an Amount Not-to-Exceed \$10,000.00, Plus Travel Expenses Not-to-Exceed \$1,750

Dr. Odipo introduced the item and stated if approved, the event will be held on May 1.

Public Comment: None

Board Member Questions: Board members asked clarifying questions.

Member Normandin moved approval. Member Wolff seconded.

Discussion:

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

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

Approval of Challenge Success Parent Survey in an Amount Not-to-Exceed \$4,000.00

Dr. Odipo introduced the item stating approval adds the parent survey component to the Challenge Success contract.

Public Comment: None

Board Member Questions: None

Member Normandin moved apoproval. Member Wolff seconded.

Discussion: None

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

Approval of Revisions to Work Year Calendars of Selected Classified Positions for 2019-2020

Mrs. Winston introduced the item stating an agreement was reached with CSEA and approval of this item would reduce the number of classified calendars from 11 calendars to seven.

Public Comment: None

Board Member Questions: None

Member Normandin moved approval. Member Wolff seconded.

Discussion: Well done.

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

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

Approval of Contract with Fulcrum Management Solutions, Inc. to Provide Thoughtexchange Software and Professional Services with a Not-to-Exceed Amount of \$28,000

Mrs. Winston introduced the item.

Public Comment: None

Board members asked clarifying questions.

Member Normandin moved approval. Member Wolff seconded.

Discussion: Member Perry had doubts about approving due to the dollar amount; however she likes the idea of students being involved.

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

Approval of Contract with Barber & Gonzales Consulting Group to Provide Interest-Based Bargaining (IBB) Training and Facilitation for District, CSEA, and LaBUFA Leadership and Negotiations Teams with a Not-to-Exceed Amount of \$30,000

Mrs. Winston introduced the item. The cost includes a one-day training, some facilitated negotiations and work with the leadership academy.

Public Comment: None

Board Member Questions: None

Member Normandin moved approval. Member Wolff seconded.

Discussion: Almost all of the same people who attended training previously will continue.

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

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

APPROVAL OF CHANGE ORDER NO. 1 IN THE AMOUNT OF \$22,837.99 TO BEST CONTRACTING SERVICES, INC. FOR 2018 ROOFING REPLACEMENTS AT VARIOUS SITES PROJECT

Mr. Dixon introduced the item stating this is for the roofing projects completed over the summer.

Public Comment: None

Board Member Questions: None

Member Normandin moved approval. Member Wolff seconded.

Discussion: None

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

Authorize the Assistant Superintendent of Business Services to File a Notice of Completion (NOC) with the County of Orange Recorder's Office for Best Contracting Services, Inc. for the 2018 Roofing Replacements at Various Sites Project

Mr. Dixon introduced the item stating this is for the roofing projects completed over the summer.

Public Comment: None

Board Member Questions: None

Member Normandin moved approval. Member Wolff seconded.

Discussion: None

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

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

Authorize the Assistant Superintendent of Business Services to File Notices of Completion (NOC's) with the County of Orange Recorder's Office for the Contracts Listed in the Board Report for the LBHS Stadium Restroom-Storage Building and Theater Upgrades Project

Mr. Dixon introduced the item.

Public Comment: None

Board Member Questions: None

Member Normandin moved approval. Member Wolff seconded.

Discussion: None

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

Approval of Agreement with Learning Together Strengths Academy for Facilitation of a Series of Gallup Strengths Workshops for LBUSD Leadership Team for the 2018-2019 School Year in An Amount Not-to-Exceed \$10,000

Dr. Viloria introduced the item.

Public Comment: None

Board Members asked clarifying questions.

Member Normandin moved approval. Member Wolff seconded.

Discussion: None

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

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

Board Member Requests for Items for Next Meeting, Requests for Information, or General Comments

-Jan Vickers, President, Board of Education

Jim Kelly would like to discuss the policy regarding the approval of travel.

Dee Perry:

- Attended the community health symposium
- Requested an update on math pathways for middle school students. The Board reached consensus to request an update from staff; however, staff will determine the timeline to present
- Requested the Board hold a joint mixer with the City Council to meet with constituents
- Stated she had received many requests regarding the December 11 Board meeting not being video recorded. She stated she called Granicus herself.

Jan Vickers:

- Attended the El Morro PTA meeting
- Read a report that stated while enrollment is declining across the State, it is most prevalent in Orange County

Adjournment

Member Normandin moved to adjourn. Member Wolff seconded.

Motion carried 5-0. Members Vickers, Normandin, Wolff, Perry, and Kelly voted yes. to adjourn the meeting. The meeting adjourned at 8:21 p.m.

Carol Normandin
Clerk of the Board

February 12, 2019

13.b. CONSENT/ACTION

February 12, 2019

Approval/Ratification:

Personnel Report

Proposal

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

Background

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

Budget Impact

Expenditures are within budgeted appropriations as indicated.

Recommended Action

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

PERSONNEL REPORT February 12, 2019

I. RESIGNATIONS/RETIREMENTS:

Name: <u>Position/Site:</u> <u>Effective Date:</u>

None

II. EMPLOYMENT:

Name:Position/Site:Effective Date:Yomayra deJesusInstructional Assistant, Special EdJanuary 31, 2019

Yomayra deJesus Instructional Assistant, Special Ed January 31, 2019
PC04SE0134 Thurston Middle School Probationary Employee

0104622510-2115 Special Ed Fund Range: 25 Step: C \$22.90 per hour

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

Replaces: Elizabeth Likins

Keeyan Kazemian Instructional Assistant, Special Ed January 29, 2019

PC04SE0110 Thurston Middle School Permanent Employee 0104612310-2115 Special Ed Fund

Range: 25 Step: C \$22.90 per hour 5.75 hours per day/5 days per week/10 month academic calendar

Replaces: Christian Caballero

Sara Pedraza Instructional Assistant, Special Ed January 28, 2019

PC04SE0141 Top of the World Elementary Probationary Employee

0104602150-2115 Special Ed Fund Range: 25 Step: D \$24.09 per hour

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

Replaces: Katie Grebbien

III. EMPLOYMENT: Stipends

Name: Position/Site: Effective Date:

Michael Bair PALS Advisor - Second Semester January 1, 2019 to

Thurston Middle School General Fund June 20, 2019 0106311008-1170 NTE: \$1002.00

Replaces Jeff Dippel

See Employee List Leadership Academy - Fall Session November 1, 2018 to

Districtwide General Fund January 27, 2019

0110705380-1370 NTE: \$500.00

Employees: Randi Beckley, April Coffman, Jacquie Cohn, Ian Corso,

Sandra Johnson, Alexis Karol, Brian Kull, Marianne Lawson, Jennifer Lundblad,

Michelle Martinez, Megan Matthias, Leah Prettyman, Yadi Rojas,

Brad Rush, Melinda Rusinkovich, Melinda Witt

III. EMPLOYMENT: Stipends (continued)

Name: Position/Site: Effective Date:

See Employee List Leadership Academy - Fall Session November 1, 2018 to

Districtwide General Fund January 27, 2019

0110705380-2970 NTE: \$250.00

Employees: Luis Antonio, Thuy Bui, Jennifer deEncio, Marlo Jensma, Van Le, Raymond Lee, Elizabeth Likins, Nolan McConnell, Kelli Merda, Sophia Papadatos, Christina Price, Ivonne Redard, Peggy Richardson, Nikki Romano, Mike Rush, Mari Saaremagi-Mynes, Shadi Tavares, Anakaren Ureno, Margaret Warder,

Victoria Webber

See Employee List Leadership Academy - Winter Session January 28, 2019 to

Districtwide General Fund March 15, 2019

0110705380-1370 NTE: \$500.00

Employees: Randi Beckley, April Coffman, Jacquie Cohn, Ian Corso,

Sandra Johnson, Alexis Karol, Brian Kull, Marianne Lawson, Jennifer Lundblad,

Michelle Martinez, Megan Matthias, Leah Prettyman, Yadi Rojas,

Brad Rush, Melinda Rusinkovich, Melinda Witt

See Employee List Leadership Academy - Winter Session January 28, 2019 to

Districtwide General Fund March 15, 2019

0110705380-2970 NTE: \$250.00

Employees: Luis Antonio, Thuy Bui, Jennifer deEncio, Marlo Jensma, Van Le, Raymond Lee, Elizabeth Likins, Nolan McConnell, Kelli Merda, Sophia Papadatos, Christina Price, Ivonne Redard, Peggy Richardson, Nikki Romano, Mike Rush, Mari Saaremagi-Mynes, Shadi Tavares, Anakaren Ureno, Margaret Warder,

Victoria Webber

See Employee List Leadership Academy - Spring Session March 16, 2019 to

Districtwide General Fund May 15, 2019

0110705380-1370 NTE: \$500.00

Employees: Randi Beckley, April Coffman, Jacquie Cohn, Ian Corso,

Sandra Johnson, Alexis Karol, Brian Kull, Marianne Lawson, Jennifer Lundblad,

Michelle Martinez, Megan Matthias, Leah Prettyman, Yadi Rojas,

Brad Rush, Melinda Rusinkovich, Melinda Witt

See Employee List Leadership Academy - Spring Session March 16, 2019 to

Districtwide General Fund May 15, 2019

0110705380-2970 NTE: \$250.00

Employees: Luis Antonio, Thuy Bui, Jennifer deEncio, Marlo Jensma, Van Le, Raymond Lee, Elizabeth Likins, Nolan McConnell, Kelli Merda, Sophia Papadatos, Christina Price, Ivonne Redard, Peggy Richardson, Nikki Romano, Mike Rush, Mari Saaremagi-Mynes, Shadi Tavares, Anakaren Ureno, Margaret Warder,

Victoria Webber

IV. EMPLOYMENT: Short Term Assignments - Extra Duty

Name: Claudette Ahern	Position/Site: School Readiness Nurse	·	Effective Date: January 22, 2019 to
	Districtwide 0102172850-1280	General Fund \$56.64 per hour	June 30, 2019
	NTE: 80 hours Reason: Substitute for School 1	Nurse when needed	
Allyce Archie	Family STEAM Day Attendee		January 26, 2019
	Top of the World Elementary 0108011005-2150 NTE: 4 hours	General Fund \$28.11 per hour	
Everett Blanton	Wellness Committee Districtwide 0110397135-2450 NTE: 5 hours	General Fund \$28.11 per hour	September 1, 2018 to June 30, 2019
Ermei Fan	Interpreter for Meetings Laguna Beach High School 0105011012-1130 NTE: 4 hours	General Fund \$40.97 per hour	November 1, 2018 to June 20, 2019
Mindy Hawkins	Co-Teaching Collaboration Laguna Beach High School 0102015380-1130 NTE: 30 hours	General Fund \$40.97 per hour	February 12, 2019 to June 19, 2019
April Keller	Office Assistant Laguna Beach High School 0105091012-2450 NTE: 80 hours Reason: Prepare student files fo	General Fund \$23.59 per hour	February 12, 2019 to June 19, 2019
Elizabeth Likins	Workability Technician Laguna Beach High School 0104644575-2150 NTE: 20 hours Reason: Attend meetings outside	Special Ed Fund \$26.69 per hour de of workday	January 7, 2019 to June 20, 2019
Maggie McCoy	Yoga Training Top of the World Elementary 0108011005-2150 NTE: 17.5 hours	General Fund \$28.11 per hour	January 25, 2019 to January 27, 2019

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

Position/Site: **Effective Date:** Name:

Angela Pilon November 4, 2018 WASC Meeting

> Laguna Beach High School General Fund 0105015875-1180 \$40.97 per hour

NTE: 2 hours

Ivonne Redard Community Liaison February 12, 2019 to

> General Fund District Office June 30, 2019

0109397150-2450 \$27.20 per hour

NTE: 15 hours

Reason: Support Instructional Services Department with website PDF compliance

Lauren Rodriguez February 1, 2019 to Campus Supervisor

> Laguna Beach High School General Fund June 20, 2019

0105011012-2955 \$20.17 per hour

NTE: 50 hours

Reason: Additional campus supervision when needed, including detention

Nikki Romano Technology & Reception Assistant January 7, 2019 to

> General Fund March 1, 2019 District Office

> > 0110397140-2490 Short Term Assignment

Range: 30 Step: F \$30.20 per hour

NTE: 1.5 hours per day

Reason: Working out-of-class to cover leave/vacancy

Nikki Romano Family Literacy Event Leader February 1, 2019 to

> Top of the World Elementary General Fund March 31, 2019

0108051180-2250 \$28.11 per hour

NTE: 6 hours

See Employee List Art Advisory Committee February 12, 2019 to

> General Fund June 30, 2019 Districtwide

0102015380-1130 \$40.97 per hour

NTE: 10 hours each

Employees: Marie Bammer, Bridget Beaudry-Porter, Teryl Campbell, Caroline Cannan, Jeremy Chung, Richard Hartford, Cyrus Hwang,

Alexis Karol, Ivy Leighton, Kimberly Mattson, Somer Selway, Steven Wade

Co-Teaching Collaboration January 7, 2019 to See Employee List

> Thurston Middle School General Fund June 20, 2019

0102015380-1130 \$40.97 per hour

NTE: 25 hours each

Employees: Tamara Bonneville, April Coffman, Dustin Gowan,

Jennifer Hill, Leah Prettyman, Heather Rosenthal, Laura Silver

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

Name: Position/Site: Effective Date:

See Employee List Co-Teaching Collaboration February 12, 2019 to

Laguna Beach High School General Fund June 19, 2019

0102015380-1130 \$40.97 per hour

NTE: 36 hours each

Employees: Victoria Brinkmeyer, Jim Brusky, Michelle Foster, Lara Greco,

Jon Hendrickson, Rachel Sweet, Jonathan Todd

See Employee Lists Professional Development Committee Meetings September 1, 2018 to

Districtwide General Fund June 30, 2019

0102397400-2955 \$28.11 per hour

NTE: 4 hours each

Employees: Nikki Romano, Margaret Warder

Cynthia Sorensen Math Grading for Credit Recovery Classes November 1, 2018 to

Laguna Beach High School General Fund June 20, 2019

0105011012-1130 \$40.97 per hour

NTE: 5 hours

Lorraine Winokur EDI Training and Assessment January 22, 2019 to

Top of the World Elementary Special Ed Fund June 1, 2019 0102115398-1280 \$40.97 per hour

NTE: 9.5 hours

V. EMPLOYMENT: Short Term Assignments - Performing Arts

Name: <u>Position/Site:</u> <u>Effective Date:</u>

David Schmidt Guest Choreographer - Dance January 1, 2019 to

Laguna Beach High School PA Funds February 28, 2019

0105315017-2970 \$28.11 per hour

NTE: 15 hours

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

Name: <u>Position/Site:</u> <u>Effective Date:</u>

None

VII. EMPLOYMENT: Short Term Assignments - ASB Funds

Name: Position/Site: Effective Date:

Kris Landgraf Ticket Taker November 1, 2018 to

Laguna Beach High School ASB Funds June 1, 2019

0105311155-2990 \$28.11 per hour

NTE: 50 hours

VIII. EMPLOYMENT: Short Term Assignments - PTA

Name:Position/Site:Effective Date:Erin CarltonAfter School Fit ClubJanuary 8, 2019 to

Top of the World Elementary PTA Funds February 15, 2019

0104613150-2150 \$28.11 per hour

NTE: 16 hours

Aliya Shah After School Fit Club January 8, 2019 to

Top of the World Elementary PTA Funds February 15, 2019

0104613150-2150 \$28.11 per hour

NTE: 16 hours

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

Work Site: Laguna Beach High School

General Fund Account: 0105311075-1185/2140

Fall Sports Calendar 2018/19:

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

Winter Sports Calendar 2018/19:

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

Spring Sports Calendar 2018/19:

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

Basketball - Boys

Name:	Position:	Stipend:
Bret Fleming	Head Coach, In Season	\$5,562.60
Jim Garvey	Head JV Coach, In Season	\$3,330.23
Rus Soobzokov	Assistant Coach, In Season	\$3,330.23
Darin Richardson	Assistant Coach, In Season	\$3,330.23

Basketball - Girls

Name:	Position:	Stipend:
Matt Tietz	Head Coach, In Season	\$4,933.68
Brianna Tietz	Assistant Coach, In Season	\$3,330.23

Cheer - Coed

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

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

Work Site: Laguna Beach High School

General Fund Account: 0105311075-1185/2140

Soccer - Boys

Name:	Position:	Stipend:
Daniel Richards	Head Coach, In Season	\$4,933.68
Franz Guldner	Head JV Coach, In Season	\$3,330.23
Franz Guldner	Head Frosh Coach, In Season	\$3,330.23
Dan Harrison	Assistant Coach, In Season	\$3,330.23

Soccer - Girls

Name:	Position:	Stipend:
Ben Helm	Head Coach, In Season	\$4,933.68
Daniel Pask	Head JV Coach, In Season	\$3,300.23
Daniel Pask	Assistant Coach, In Season	\$3,300.23
Kelly Latimer	Assistant Coach, In Season	\$3,330.23

Surf - Coed

2000		
Name:	Position:	Stipend:
Alisa Cairns	Assistant Coach, In Season	\$3,330.23

Waterpolo - Girls

Name:	Position:	Stipend:
Ethan Damato	Head Coach, In Season	\$4,933.68
Trevor Lyle	Assistant Coach, In Season	\$3,330.23
Yoshi Andersen	Assistant Coach, In Season	\$3,330.23
MacKenzie Beck	Assistant Coach, In Season	\$3,330.23

Wrestling - Coed

Name:	Position:	Stipend:
Robert Morales	Head Coach, In Season	\$4,933.68
Jason Bukich	Assistant Coach, In Season	\$3,330.23
Tarquin Stephenson	Assistant Coach, In Season	\$3,330.23

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

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

Baseball

Name:Position:Stipend:Jeff SearsHead Coach, PreSeason\$4,933.68Jairo OchoaAssistant Coach, Post Season\$1,500.00Austin PaxsonAssistant Coach, Post Season\$500.00

Cross Country - Boys

Name:Position:Stipend:Scott WittkopHead Coach, Post Season\$1,500.00Tommy Newton-NealAssistant Coach, Post Season\$1,500.00

Cross Country - Girls

Name:Position:Stipend:Steve LalimHead Coach, Post Season\$1,200.00Aliya ShahAssistant Coach, Post Season\$1,000.00

Golf - Boys

Name:Position:Stipend:Sean QuigleyHead Coach, PreSeason\$1,000.00Tom LevinsteinAssistant Coach, PreSeason\$1,000.00

Soccer - Girls

Name:Position:Stipend:Sydney ZuccolottoAssistant Coach, In Season\$3,330.23

Tennis - Boys

Name:Position:Stipend:Rick ConkeyHead Coach, Post Season\$2,000.00Nicholas RadisayAssistant Coach, Post Season\$1,000.00

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

Work Site: Laguna Beach High School

Volleyball - Boys

Name:Position:Stipend:Paul CuevasAssistant Coach, PreSeason\$1,500.00

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

Employment:

Name:Classification:Effective Date:Sheila SoleauSubstitute TeacherJanuary 29, 2019

Resignation:

Name:	Classification:	Effective Date:
Kari Boster	Substitute Teacher	January 14, 2019
Sandy Fuhrman-Dluzak	Substitute Teacher	January 24, 2019
Kari Nugent	Substitute Teacher	January 17, 2019
Brittany Votendahl	Substitute Teacher	January 8, 2019
Sylvia Waimrin	Classified Substitute	January 31, 2019

Release:

Name:Classification:Effective Date:Jay RenkowitzSubstitute TeacherJanuary 16, 2019

13.c. CONSENT/ACTION

February 12, 2019

Approval/Ratification:

Conference/Workshop Attendance

Proposal

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

Conferences

Penny Dressler and Michelle Foster – "OC Health Education Network Meeting" – January 16, 2019 - Costa Mesa, CA. The OC Health Education Network is a professional learning community supporting health education instruction in schools. The meeting included discussions on e-cigarettes, vaping, substance use data, dispensaries, standards-aligned curricula, youth development, and family engagement.

Fiscal Impact:

\$ 46.58 Transportation

\$ 260.00 Substitutes

\$ 306.58 Total

Account #0102015380- 5210 - Staff Development - Mileage Account #0102015380- 1190 - Staff Development - Substitutes

Jonathan Todd, Jun Shen, and Heather Hanson – "Model United Nations" – February 2-10, 2019 - Chicago, IL. The Board approved the student field trip in January. This approval is for the staff to attend.

Fiscal Impact:

\$ 600.00 Meals

\$ 1,560.00 Substitutes

\$ 200.00 Parking

\$ 2,360.00 Total

Account #0105015590- 5220 - MUN - Travel/Conference Account #0105011012- 1190 - LBHS General - Substitutes

Michael Keller and Marianne Lawson - "Community Forum: Conditions of Children in Orange County" – February 15, 2019 - Mission Viejo, CA. The 24th annual report on the conditions of children in Orange County will be presented. Guest speakers from several agencies will be in attendance.

Fiscal Impact:

\$ 17.98 Transportation/Mileage

\$ 17.98 Total

Account #0109156100 - 5220 - Pupil Services - Travel/Conference

Estee Fratzke – "Northwest Regional High School Dance Festival" – February 15-18, 2019 - Vancouver, WA. The Board approved the student field trip in January. This approval is for the staff to attend.

Fiscal Impact:

```
$ 350.00 Transportation
```

\$ 409.00 Lodging

\$ 150.00 Meals

<u>\$ 130.00</u> Substitutes

\$ 2,360.00 Total

```
Account #0105015590- 5220 - LBHS Dance - Travel/Conference
Account #0105011012- 1190 - LBHS General - Substitutes
```

Luisa Mossa – "National Association of School Psychologists 2019 Annual Convention" – February 26 - March 1, 2019 – Atlanta, GA. The conference will offer workshops on topics including dyslexia, functional behavior assessment, behavior management, consultation, MTSS, leadership, neuropsychology in assessment practices, mental health research, and support.

Fiscal Impact:

```
$ 694.00 Registration
```

\$ 1,044.04 Lodging

\$___225.00 Meals

\$ 1,963.04 Total

Account #0104035380 - 5220 - Special Education - Travel/Conference

Scott Finn and Jenn Lundblad – "California Association of Directors of Activities - Soaring Over California" – February 27 - March 2, 2019 - San Diego, CA. This is the largest activities directors conference in the nation. Attendees will learn about tools and resources for teaching and developing leadership skills in students.

Fiscal Impact:

```
$ 700.00 Registration
```

\$ 178.64 Transportation

\$ 1,200.00 Lodging

\$ 400.00 Meals

\$ 780.00 Substitutes

\$ 80.00 Parking

\$ 3,338.64 Total

Account #0105015040 - 5220 - SchoolPower - Travel/Conference Account #0105011012 - 1190 - LBHS General - Substitutes

Webber/Viloria P47

Kimberly Mattson and Liv Marshall – "Fifth Annual California iReady Symposium" – February 28 - March 1, 2019 - Los Angeles, CA. Participants will gain insight from top educators and network with other districts that use iReady from around the state.

Fiscal Impact:

```
$ 398.00 Registration
$ 143.60 Transportation
$ 260.00 Substitutes
```

\$ 801.60 Total

```
Account #0102015380 - 5220 - Staff Development - Travel/Conference
Account #0102015380 - 1190 - Staff Development - Substitutes
```

Chad Mabery, Nikol King, Ellen Oxales, and Suzy Capano – "Aeries Conference 2019" – March 4-6, 2019 - Ontario, CA. Annual Aeries training provides updates to system changes as well as required CalPads data changes.

Fiscal Impact:

```
$ 1,975.00 Registration
$ 157.00 Transportation
$ 310.00 Lodging
$ 120.00 Meals
$ 165.00 Substitutes
$ 80.00 Parking
$ 2,807.00 Total
```

```
Account #0109397150 – 5220 – Instructional Services - Travel/Conference
Account #0105011012 – 5220 – LBHS General - Travel/Conference
Account #0108091005 – 5220 – TOW General - Travel/Conference
Account #0108091005 – 2190 – TOW General - Substitutes
```

Chad Mabery – "58th Annual California Council for Social Studies Conference" – March 15-17, 2019 - San Jose, CA. Dr. Mabery will present on the topic of Integrating Technology and Tradition; Learn How Technology and Tradition can be Leveraged to Start a CA HSS Frameworks Movement in Any School and District."

Fiscal Impact:

```
$ 60.00 Registration
$ 250.00 Transportation
$ 250.00 Lodging
$ 120.00 Meals
$ 120.00 Parking/Shuttle
$ 830.00 Total
```

Account #0109397150 - 5220 - Instructional Services - Travel/Conference

Webber/Viloria P48

Yadhira Rojas and Ivonne Redard – "California Association for Bilingual Education (CABE)" – March 20-23, 2019 - Long Beach, CA. The CABE conference is targeted to promote biliteracy, educational equity, and 21st-century success for all.

Fiscal Impact:

- \$ 2,580.00 Registration
- \$ 242.20 Transportation
- **\$** 60.00 Parking
- \$ 2,882.20 Total

Account #0102013060 - 5220 - Title III - Travel/Conference

Jason Viloria, Jeff Dixon, Leisa Winston, Margaret Warder, Elizabeth Phillips, and Nikki Romano – "Governor's May Revision Workshop" – May 21, 2019 - Ontario, CA. School Services will provide an overview of the State's May Revision changes and outline how it affects school districts throughout the State.

Fiscal Impact:

- \$ 1,200.00 Registration
- \$ 348.00 Transportation
- \$ 120.00 Meals
- \$ ____390.00 Substitutes
- \$ 2,058.00 Total

Account #0102397406 - 5220 - Business Services - Travel/Conference

Total Fiscal Impact: \$ 19,725.04

13.d. CONSENT/ACTION

February 12, 2019

Approval: Acceptance of Gifts - Checks Totaling \$1,000.00 and In-Kind Donation

Proposal

Staff proposes the Board of Education accept the following gift(s) to the District - checks totaling \$1,000.00.

Background

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

Recommended Action

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

Type of Gift	Donor	Amount/Gift	Disposition
Check	Jennifer Shaw Yelland	\$1,000.00	Visual Arts - LBHS
In Kind	Golden Star	AV Equipment/Installation	LBHS
Donation	Technologies Inc.	for two classrooms	LDIIS
Total		\$1,000.00	

13.e. CONSENT/ACTION

February 12, 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.

White/Odipo/Viloria P51

Agreements for Contracted Services – February 12, 2019

Contractor	Description of Services	Term	Funding	Estimated Cost
Independent Contract Coyne & Associates Corporation	1:1 Aide Support for a special education student	01/07/19- 06/30/19	Non-Public Agency 0104602140-5894	\$ 9,010
Independent Contract Advancement for Behavior & Educational Development & Intervention (ABEDI, Inc.)	Behavior Intervention and case supervision for a special education student	01/29/19- 06/20/19	Non-Public Agency 0104602140-5894	\$37,388

13.f. CONSENT/ACTION

February 12, 2019

Approval/Ratification: Agreements and Contracts - Technology Services

Proposal

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

Background

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

Budget Impact

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

Recommended Action

Staff recommends the Board of Education approve the following contracts.

Technology Contracts/Licenses - February 12, 2019

Contractor	Description of Services	Term	Funding	Estimated Cost
Donoma Software	User licenses for Gmail voicemail	1/01/19 - 12/31/19 Ratify - New Contract	0113457175-5805	\$3,375
Lucid Software	Purchase of site licenses for Grades 5	1/13/19 - 1/13/20 Renewal	0113457175-5805	\$1,200
GST	Fiber Testing and Labeling for all school sites	Fixed Price Ratify - New Contract	0113457175-5805	\$9,646
The DBQ Company	Online Access for History Volumes 1-2 for Thurston Middle School 6-8 Grades	9/1/18-1/1/20 New Contract	0113017175-5805	\$1,125
San Joaquin County Office of Education	SEIS-Aries Integration for SPED	7/1/18-6/30/19 Renewal	0113017175-5805	\$483.00

13.g. CONSENT/ACTION

February 12, 2019

Approval: Warrants #396471 Through #396761 in the Amount of \$1,518,769.87

Dates: 01/08/2019 through 01/31/2019

Proposal

Staff proposes the Board of Education approve/ratify Warrants #396471 through #396761 in the amount of \$1,518,769.87.

Background

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

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

Budget Impact

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

Recommended Action

Staff recommends the Board of Education approve/ratify the warrants in the amount of \$1,518,769.87.

LAGUNA BEACH USD 01/08/19 Commercial Check Register Page 1
TUE, JAN 08, 2019, 8:13 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
00396471	01/08/19	A-Z Office Resource In	MATERIALS & SUPPLIES-INSTRUCT	0107011005 4310 0107011005 4310	MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS	521.62 1.434.69
		Aliso Miguel High Scho	MISC COISIDE VENDOR	0103311073 380	CHECK TOTAL:	650.00 650.00
00396473	01/08/19	ANCHOR ELECTRIC	ELECTRICAL REPAIRS	0105477408 566	ELECTRICAL REPAIRS CHECK TOTAL:	1,119.00 1,119.00
	01/08/19		NPS TRANSPORTATION-IN LIEU		CHECK TOTAL:	766.82
00396475	01/08/19	Cintas Corporation Loc	OTHER CUSTODIAL SUPPLIES	0108477409 436	1 OTHER CUSTODIAL SUPPLIES CHECK TOTAL:	224.36 224.36
			NOVEMBER 2018 NOVEMBER 2018 NOVEMBER 2018			
00396477	01/08/19	Flinn Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012 431	O MATERIALS & SUPPLIES-INS CHECK TOTAL:	99.47 99.47
00396478	01/08/19	Frontier California In	DECEMBER 2018	0105477409 592	O TELEPHONE SERVICE	63.63

LAGUNA BEACH USD 01/08/19 Commercial Check Register Page 2 TUE, JAN 08, 2019, 8:13 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check #	Register	Payee Name	Description	Кеу	Object	Object Des	scription	Check Amount
							CHECK TOTAL:	63.63
00396479	01/08/19	Frontier California In	DECEMBER 2018	0108477	409 5920	TELE PHONE	SERVICE CHECK TOTAL:	122.47 122.47
00396480	01/08/19	Frontier California In	DECEMBER 2018	0102477	409 5920	TELEPHONE	SERVICE CHECK TOTAL:	63.63 63.63
00396481	01/08/19	Frontier California In	DECEMBER 2018	0105477	7409 592 0	TELEPHONE	SERVICE CHECK TOTAL:	63.66 63.66
00396482	01/08/19	Frontier California In	DECEMBER 2018	0102477	7409 5920	TELEPHONE	SERVICE CHECK TOTAL:	63.63 63.63
00396483	01/08/19	Frontier California In	DECEMBER 2018	010647	7409 5920	TELEPHONE	SERVICE CHECK TOTAL:	58.04 58.04
00396484	01/08/19	Frontier California In	DECEMBER 2018	010247	7409 5920	TELEPHONE	SERVICE CHECK TOTAL:	58.04 58.04
00396485	01/08/19	Frontier California In	DECEMBER 2018	010247	7409 5920	TELEPHONE	SERVICE CHECK TOTAL:	58.04 58.04
00396486	01/08/19	Frontier California In	DECEMBER 2018	010647	7409 5920	TELEPHONE	SERVICE CHECK TOTAL:	59.39 59.39
00396487	01/08/19	Frontier California In	DECEMBER 2018	010847	7409 5920) TELEPHONE	SERVICE CHECK TOTAL:	402.27 402.27
00396488	01/08/19	Frontier California In	DECEMBER 2018	010747	7409 5920) TELEPHONE	SERVICE CHECK TOTAL:	184.70 184.70
00396489	01/08/19	Frontier California In	DECEMBER 2018	010247	7409 5920) TELEPHONE	SERVICE CHECK TOTAL:	96.95 96.95
00396490	01/08/19	Frontier California In	DECEMBER 2018	010847	7409 5920) TELEPHONE	SERVICE CHECK TOTAL:	420.34 420.34
00396491	01/08/19	Ganahl Lumber	MAINTENANCE SUPPLIES	010547	7408 436	2 MAINTENAN	CHECK TOTAL:	17.13 17.13
00396492	01/08/19	Grainger	MAINTENANCE SUPPLIES	010547	7408 436	2 MAINTENAN	NCE SUPPLIES CHECK TOTAL:	348.49 348.49

LAGUNA BEACH USD 01/08/19 Commercial Check Register Page 3
TUE, JAN 08, 2019, 8:13 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
00396493	01/08/19	Harbottle Law Group	NOVEMBER 2018	0109397150 5835	LEGAL EXPENSE CHECK TOTAL:	215.00 215.00
00396494	01/08/19	HIDDLESON LISTENING LA	NOVEMBER 2018	0104632900 5889	OTHER THERAPY CHECK TOTAL:	1,200.00 1,200.00
00396495	01/08/19	Houghton Mifflin Harco	TESTS/SCORING	0104613150 4330	TESTS/SCORING CHECK TOTAL:	2,193.25 2,193.25
00396496	01/08/19	JENNIFER TONEY SPEECH	DECEMBER 2018	0104632900 5887	SPEECH THERAPY CHECK TOTAL:	3,145.00 3,145.00
00396497	01/08/19	Maintex	OTHER CUSTODIAL SUPPLIES	0105477409 4361	OTHER CUSTODIAL SUPPLIES CHECK TOTAL:	2,410.89 2,410.89
00396498	01/08/19	Mardan Center of Educa	DECEMBER 2018 - SPEECH	0104632210 5875 0104632210 5875		2,744.55 150.00 2,894.55
00396499	01/08/19		LESSON PLANNING - 12/18 - 2/19 12/3/18 - 12/7/18 12/10/18 - 12/14/18 12/15/18 - 12/16/18 12/14/18/ - 12/20/18		PARENT REIMBURSEMENT (LE PARENT REIMBURSEMENT (LE PARENT REIMBURSEMENT (LE PARENT REIMBURSEMENT (LE CHECK TOTAL:	200.00 1,625.00 1,625.00 520.00 1,300.00 5,270.00
00396500	01/08/19	McGill, Loryn Rachel	DECEMBER 2018	0104632900 588	SPEECH THERAPY CHECK TOTAL:	750.00 750.00
00396501	01/08/19	NICOLE MILLER & ASSOCI	CONSULTANTS-OTHER	0109156100 583	CONSULTANTS-OTHER CHECK TOTAL:	1,050.00 1,050.00
00396502	01/08/19	Orange County Therapy	DECEMBER 2018 DECEMBER 2018 DECEMBER 2018	0104632900 510	O SUBAGREEMENTS FOR SERVIC O SUBAGREEMENTS FOR SERVIC O PHYSICAL THERAPY CHECK TOTAL:	12,330.00 1,980.00
00396503	01/08/19	Playscripts Inc.	MATERIALS & SUPPLIES-INSTRUCT	0106315015 431	O MATERIALS & SUPPLIES-INS CHECK TOTAL:	
00396504	01/08/19	Safety 1st Pest Contro	NOVEMBER 2018 NOVEMBER 2018 PEST CONTROL NOVEMBER 2018	0105477409 555 0106477409 555 0105477409 555 0108477409 555	O PEST CONTROL O PEST CONTROL	175.00 125.00 100.00 125.00

LAGUNA BEACH USD 01/08/19 Commercial Check Register Page 4 TUE, JAN 08, 2019, 8:13 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
			NOVEMBER 2018 NOVEMBER 2018	0102477409 5550 0107477409 5550		50.00 125.00 700.00
00396505	01/08/19	Southern Calif Gas Co.	NOVEMBER 2018	0107477409 5510	UTILITIES - HEAT CHECK TOTAL:	227.94 227.94
00396506	01/08/19	CENTRAL RESTAURANT PRO	EQUIPMENT-NEW \$500-\$5000	1302277426 4410	EQUIPMENT-NEW \$500-\$5000 CHECK TOTAL:	1,017.74 1,017.74
00396507	01/08/19	Z PIZZA INC	FOOD FOOD FOOD FOOD FOOD FOOD FOOD FOOD	1302277426 4700 1302277426 4700	FOOD FOOD FOOD FOOD FOOD FOOD FOOD FOOD	168.00 325.00 179.00 90.00 90.00 171.00 90.00 282.00 90.00 230.00 132.00 153.00
00396508	01/08/19	ModSpace	SITE IMPROVEMENT SITE IMPROVEMENT		SITE IMPROVEMENT SITE IMPROVEMENT CHECK TOTAL:	1,234.51 -367.93 866.58
			TOTAL	FOR STOCK 76 Lag	una Beach's check stock ID	53,168.83
			GRAND TOTAL			53,168.83

LAGUNA BEACH USD 01/09/19 Commercial Check Register Page 1 WED, JAN 09, 2019, 7:47 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
00396509	01/09/19	A-Z Office Resource In	MATERIALS & SUPPLIES-INSTRUCT		MATERIALS & SUPPLIES-INS CHECK TOTAL:	366.48 366.48
00396510	01/09/19	Blue Shield of Califor	JANUARY 2019 JANUARY 2019 JANUARY 2019 JANUARY 2019	0102017400 3401 0102017400 3401	HEALTH & WELFARE, CLASSIF HEALTH & WELFARE, CERTIF HEALTH & WELFARE, CERTIF HEALTH & WELFARE, CLASSIF CHECK TOTAL:	517.91 1,051.50 155,053.17 76,369.47 232,992.05
00396511	01/09/19	BROOKER, CASSANDRA	MATERIALS & SUPPLIES-INSTRUCT	0105011012 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	64.28 64.28
00396512	01/09/19	CDW GOVERNMENT LLC	PRINTERS <\$250 & INK/SUPPLIES	0106011008 4322	PRINTERS <\$250 & INK/SUP CHECK TOTAL:	515.13 515.13
00396513	01/09/19	Cintas Corporation Loc	OTHER CUSTODIAL SUPPLIES OTHER CUSTODIAL SUPPLIES		OTHER CUSTODIAL SUPPLIES CHECK TOTAL:	365.61 340.18 705.79
00396514	01/09/19	Copy & Print Center	GENERAL SUPPLIES-NON INSTRUCT	0105091012 4340	GENERAL SUPPLIES-NON INS CHECK TOTAL:	134.69 134.69
00396515	01/09/19	Frontier California In	DECEMBER 2018	0108477409 5920	TELEPHONE SERVICE CHECK TOTAL:	58.21 58.21
00396516	01/09/19	Frontier California In	JANUARY 2019	0102477409 5920	TELEPHONE SERVICE CHECK TOTAL:	1,375.00 1,375.00
00396517	01/09/19	Grainger	MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES		2 MAINTENANCE SUPPLIES 2 MAINTENANCE SUPPLIES CHECK TOTAL:	87.71 350.84 438.55
00396518	01/09/19	Laguna Beach Water Dis	10/26/18 - 12/27/18 10/26/18 - 12/27/18 10/26/18 - 12/27/18 10/26/18 - 12/27/18	0107477409 553 0107477409 553	O WATER - UTILITIES O WATER - UTILITIES O WATER - UTILITIES O WATER - UTILITIES CHECK TOTAL:	536.13 1,826.16 1,822.80 533.27 4,718.36
00396519	01/09/19	Original Works Yours I	MATERIALS & SUPPLIES-INSTRUCT	0107015640 431	O MATERIALS & SUPPLIES-INS CHECK TOTAL:	1,315.22 1,315.22
00396520	01/09/19	Rancho Las Lomas Wildl	MISC OUTSIDE VENDOR	0107015570 586	0 MISC OUTSIDE VENDOR CHECK TOTAL:	910.00 910.00

LAGUNA BEACH USD 01/09/19 Commercial Check Register Page 2 WED, JAN 09, 2019, 7:47 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
00396521	01/09/19	Rosie Hayres	10/9-10/11 INT SAFETY CONF	0108091005 5220	TRAVEL & CONFERENCE CHECK TOTAL:	45.78 45.78
00396522	01/09/19	Southern California Ed	OCTOBER 2018 DECEMBER 2018 DECEMBER 2018 DECEMBER 2018 DECEMBER 2018	0108477409 5520 0106477409 5520 0107477409 5520 0102477409 5520 0105477409 5520	LIGHT & POWER LIGHT & POWER LIGHT & POWER	3,918.52 5,919.99 27.46 2,151.98 9,588.96 21,606.91
00396523	01/09/19	W.L. Collins Corporati	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0105311075 4310	MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS CHECK TOTAL:	2,128.21 272.38 259.08 2,659.67
00396524	01/09/19	Waste Management of OC	JANUARY 2019 JANUARY 2019 JANUARY 2019 JANUARY 2019 JANUARY 2019	0105477409 5540 0102477409 5540 0106477409 5540	TRASH - UTILITIES CHECK TOTAL:	380.73 1,391.06 236.92 483.56 453.82 2,946.09
00396525	01/09/19	Gold Star Foods	FOOD FOOD FOOD FOOD FOOD	1302277426 4700 1302277426 4700 1302277426 4700 1302277426 4700 1302277426 4700 1302277426 4700) FOOD) FOOD) FOOD) FOOD	102.75 434.00 19.43 609.01 172.36 689.33 2,026.88
00396526	01/09/19	SUNRISE PRODUCE	FOOD FOOD FOOD	1302277426 4700 1302277426 4700 1302277426 4700 1302277426 4700	O FOOD O FOOD	77.64 211.24 119.19 85.12 493.19
00396527	01/09/19	US Foodservice Inc.	FOOD FOOD FOOD	1302277426 470 1302277426 470 1302277426 470 1302277426 470	0 FOOD 0 FOOD	469.90 899.64 71.08 106.62 1,547.24
00396528	01/09/19	JL Surveying	PLANNING/ENGINEERING FEES	4206498700 621	9 PLANNING/ENGINEERING FEE CHECK TOTAL:	

LAGUNA BEACH USD 01/09/19 Commercial Check Register Page 3 WED, JAN 09, 2019, 7:47 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

SELECT Check ID's and Numbers: 760; Check Dates: 010919

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

TOTAL FOR STOCK 76 Laguna Beach's check stock ID 278,279.52

GRAND TOTAL 278,279.52

LAGUNA BEACH USD 01/10/19 Commercial Check Register Page 1
THU, JAN 10, 2019, 8:28 AM --req: ADMIN----leg: 76 ----log: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
00396529	01/10/19	AMERICAN LOGISTICS COM	DECEMBER 2018		SUBAGREEMENTS FOR SERVIC CHECK TOTAL:	22,197.50 22,197.50
00396530	01/10/19	BLICK ART MATERIALS	MATERIALS & SUPPLIES-INSTRUCT	0108011005 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	300.10 300.10
00396531	01/10/19	Burnham Benefits Insur	CONSULTANTS-OTHER	0102397400 5831	CONSULTANTS-OTHER CHECK TOTAL:	5,000.00 5,000.00
00396532	01/10/19		DECEMBER 2018 - EXTENDED DAY	0104602150 5877	PRESCHOOL TUITION CHECK TOTAL:	180.00 180.00
00396533	01/10/19	Cox Communications	NOVEMBER 2018 NOVEMBER 2018 DECEMBER 2018 DECEMBER 2018 DECEMBER 2018 JANUARY 2019 JANUARY 2019 JANUARY 2019 JANUARY 2019 JANUARY 2019	0100005090 8699 0100005090 8699 0113457175 5940 0113457175 5940 0113457175 5940 0113457175 5940	INTERNET CONNECTIVITY ALL OTHER LOCAL REVENUE ALL OTHER LOCAL REVENUE INTERNET CONNECTIVITY INTERNET CONNECTIVITY INTERNET CONNECTIVITY INTERNET CONNECTIVITY INTERNET CONNECTIVITY INTERNET CONNECTIVITY ALL OTHER LOCAL REVENUE CHECK TOTAL:	10,105.00 -17,548.12 -5,959.78 10,105.00 97.68 160.92 10,105.00 268.19 -3,862.78 3,471.11
00396534	01/10/19	de Encio, Drew	ALL OTHER LOCAL REVENUE	0100000000 8699	ALL OTHER LOCAL REVENUE CHECK TOTAL:	29.98 29.98
00396535	01/10/19	Ensuing Technologies C	EQUIPMENT-NEW \$500-\$5000	0107015040 441	D EQUIPMENT-NEW \$500-\$5000 CHECK TOTAL:	2,567.68 2,567.68
00396536	01/10/19	Family Tree Optometric	SEPTEMBER 2018 OCTOBER 2018 NOVEMBER 2018 DECEMBER 2018	0104632900 588 0104632900 588	B VISION THERAPY B VISION THERAPY B VISION THERAPY CHECK TOTAL:	120.00 480.00 656.00 360.00 1,616.00
00396537	01/10/19	1	DECEMBER 2018 - EXTENDED DAY	0104602150 587	7 PRESCHOOL TUITION CHECK TOTAL:	135.00 135.00
00396538	01/10/19	Holtz, Alexandra	ALL OTHER LOCAL REVENUE	0100000000 869	9 ALL OTHER LOCAL REVENUE CHECK TOTAL:	5.57 5.57
00396539	01/10/19	NICK RAIL MUSIC	MATERIALS & SUPPLIES-INSTRUCT	0105011012 431	O MATERIALS & SUPPLIES-INS CHECK TOTAL:	161.70 161.70

LAGUNA BEACH USD 01/10/19 Commercial Check Register Page 2
THU, JAN 10, 2019, 8:28 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

heck #	Register	Payee Name	Description	Key 0	bject	Object Description	Check Amount
0396540	01/10/19	Pasco Scientific	MATERIALS & SUPPLIES-INSTRUCT	010501101	2 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	441.78 441.78
00396541	01/10/19	SparkFun Electronics	MATERIALS & SUPPLIES-INSTRUCT	010501101	.2 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	678.40 678.40
00396542	01/10/19	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	010601100 010601100 010601100	08 4310 08 4310 08 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	8.02 9.69 5.43 10.79 106.27 140.20
00396543	01/10/19	The LaunchPad Therapy	DECEMBER 2018 DECEMBER 2018			OCCUPATIONAL THERAPY CHECK TOTAL:	690.00 2,050.00 2,740.00
00396544	01/10/19	Verizon Wireless LA	DECEMBER 2018	01134571	75 5930	MOBILE COMMUNICATIONS CHECK TOTAL:	2,369.34 2,369.34
00396545	01/10/19	WEBBER, VICTORIA	ALL OTHER LOCAL REVENUE	01000000	00 8699	9 ALL OTHER LOCAL REVENUE CHECK TOTAL:	14.01 14.01
00396546	01/10/19		DECEMBER 2018 - EXTENDED DAY	01046021	50 587	7 PRESCHOOL TUITION CHECK TOTAL:	180.00 180.00
			TOTAL FO	OR STOCK 7	6 Lag	una Beach's check stock ID	42,228
			GRAND TOTAL				42,228.37

LAGUNA BEACH USD 01/11/19 Commercial Check Register Page 1 FRI, JAN 11, 2019, 7:48 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
00396547	01/11/19	BLICK ART MATERIALS	MATERIALS & SUPPLIES-INSTRUCT		MATERIALS & SUPPLIES-INS CHECK TOTAL:	68.40 68.40
00396548	01/11/19	Calcoast Team Sports I	GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT		GENERAL SUPPLIES-NON INS GENERAL SUPPLIES-NON INS CHECK TOTAL:	2,152.80 388.70 2,541.50
00396549	01/11/19	CALIFORNIA SCHOOLS EMP	JANUARY 2019 JANUARY 2019 JANUARY 2019 JANUARY 2019 JANUARY 2019	0102397400 340 0102397400 583 0102397400 340	1 HEALTH & WELFARE, CERTIF 2 HEALTH & WELFARE, CLASSIF 1 CONSULTANTS-OTHER 2 HEALTH & WELFARE, CLASSIF 1 HEALTH & WELFARE, CERTIF CHECK TOTAL:	19,125.23 9,419.89 543.00 1,377.28 2,796.31 33,261.71
00396550	01/11/19	CARE Youth Corporation	DECEMBER 2018 DECEMBER 2018 DECEMBER 2018		5 TUITION 9 OTHER THERAPY 8 AB3632 ROOM & BOARD CHECK TOTAL:	3,000.00 2,294.00 6,820.00 12,114.00
00396551	01/11/19		JANUARY 2019	0104632900 587	8 PARENT REIMBURSEMENT (LE CHECK TOTAL:	3,950.00 3,950.00
00396552	01/11/19	Grainger	MAINTENANCE SUPPLIES	0108477408 436	2 MAINTENANCE SUPPLIES CHECK TOTAL:	73.96 73.96
00396553	01/11/19	Home Depot	MAINTENANCE SUPPLIES PLUMBING REPAIRS MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES PLUMBING REPAIRS EQUIPMENT-NEW \$500-\$5000 PLUMBING REPAIRS	0102477408 566 0108477408 436 0108477408 436 0102477408 566 0105011075 443	2 MAINTENANCE SUPPLIES 2 PLUMBING REPAIRS 2 MAINTENANCE SUPPLIES 2 MAINTENANCE SUPPLIES 2 MAINTENANCE SUPPLIES 5 PLUMBING REPAIRS 6 EQUIPMENT-NEW \$500-\$5000 6 PLUMBING REPAIRS 6 CHECK TOTAL:	63.36
00396554	01/11/19	Institute for Educatio	TRAVEL & CONFERENCE TRAVEL & CONFERENCE		O TRAVEL & CONFERENCE CHECK TOTAL:	269.00 269.00 538.00
00396555	01/11/19	JFK Transportation	CHARTER BUS-ATHLETIC/FIELD TR CHARTER BUS-ATHLETIC/FIELD TR CHARTER BUS-ATHLETIC/FIELD TR CHARTER BUS-ATHLETIC/FIELD TR CHARTER BUS-ATHLETIC/FIELD TR CHARTER BUS-ATHLETIC/FIELD TR	P 0105015590 58 P 0105015590 58 P 0105311075 58 P 0105311075 58	55 CHARTER BUS-ATHLETIC/FIE 55 CHARTER BUS-ATHLETIC/FIE 55 CHARTER BUS-ATHLETIC/FIE 55 CHARTER BUS-ATHLETIC/FIE	1,116.00 907.50 393.00 393.00

LAGUNA BEACH USD 01/11/19 Commercial Check Register Page 2 FRI, JAN 11, 2019, 7:48 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check #		Payee Name	Description	Key Object	ct Object Description	Check Amount
CAN THE STATE OF T			CHARTER BUS-ATHLETIC/FIELD TRP CHARTER BUS-ATHLETIC/FIELD TRP CHARTER BUS-ATHLETIC/FIELD TRP CHARTER BUS-ATHLETIC/FIELD TRP	0105311075 58 0105311075 58 0105311075 58	865 CHARTER BUS-ATHLETIC/FIE 865 CHARTER BUS-ATHLETIC/FIE	393.00 393.00 539.25 571.75 6,196.25
00396556	01/11/19	Kelly, James	11/29-11/30- CSBA ANNUAL CONF	0101377100 5	220 TRAVEL & CONFERENCE CHECK TOTAL:	691.36 691.36
00396557	01/11/19	OCDE	MISC OUTSIDE VENDOR	0108015600 5	860 MISC OUTSIDE VENDOR CHECK TOTAL:	570.50 5 70 .50
00396558	01/11/19	Office Depot	GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0108091005 4 0110397140 4 0102397406 4 0108091005 4	340 GENERAL SUPPLIES-NON INS 340 GENERAL SUPPLIES-NON INS 340 GENERAL SUPPLIES-NON INS 340 GENERAL SUPPLIES-NON INS 340 GENERAL SUPPLIES-NON INS 310 MATERIALS & SUPPLIES-INS CHECK TOTAL:	103.63 134.57 21.64 212.26 67.72
00396559	01/11/19	Scholastic Book Fair	LIBRARY BOOKS	0108015060 4	210 LIBRARY BOOKS CHECK TOTAL:	6,807.65 6,807.65
00396560	01/11/19	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT GENERAL SUPPLIES-NON INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT GENERAL SUPPLIES-NON INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0102397406 4 0105011012 4 0105011012 4 0105011012 4 0102397406 4 0105011012 4 0106011008 4 0105011012 4	310 MATERIALS & SUPPLIES-INS 340 GENERAL SUPPLIES-NON INS 310 MATERIALS & SUPPLIES-INS 310 MATERIALS & SUPPLIES-INS 310 MATERIALS & SUPPLIES-INS 340 GENERAL SUPPLIES-NON INS 310 MATERIALS & SUPPLIES-INS	373.67 367.73 128.01 74.93 171.48 -136.34 -60.43 -55.93 -53.01
00396561	01/11/19	Vancouver School of Ar	MISC OUTSIDE VENDOR MISC OUTSIDE VENDOR	0105315017 5 0105315017 5	5860 MISC OUTSIDE VENDOR 5860 MISC OUTSIDE VENDOR CHECK TOTAL:	125.00 1,840.00 1,965.00
			TOTAL FO	OR STOCK 76	Laguna Beach's check stock ID	72,616.8
			GRAND TOTAL			72,616.81

LAGUNA BEACH USD 01/14/19 Commercial Check Register Page 1 MON, JAN 14, 2019, 7:49 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
00396562		ALL CITY MANAGEMENT SE	12/2/18 - 12/15/18		MISC OUTSIDE VENDOR CHECK TOTAL:	769.60 769.60
00396563	01/14/19	Atkinson Andelson Loya	NOVEMBER 2018	0102397400 5835	LEGAL EXPENSE CHECK TOTAL:	4,245.95 4,245.95
00396564	01/14/19	Cindy Cottier	NOVEMBER 2018 DECEMBE 2018		OUTSIDE ASSESSMENT FEES OUTSIDE ASSESSMENT FEES CHECK TOTAL:	950.00 155.00 1,105.00
00396565	01/14/19		MILEAGE - DECEMBER 2018	0104256700 5880	TRANSPORTATION-IN LIEU CHECK TOTAL:	275.44 275.44
00396566	01/14/19	Gopher Sport	MATERIALS & SUPPLIES-INSTRUCT	0106011008 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	716.72 716.72
00396567	01/14/19	LBUSD Revolving Cash F	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT REFRESHMENTS - NOT FOOD SERV REFRESHMENTS - NOT FOOD SERV POSTAGE/DELIVERY DECEMBER 2018 - BANK SVC CHRG ALL OTHER LOCAL REVENUE	0104292600 4310 0104605040 4325 0101377100 4325 0104072000 5910 0102397400 5820	MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS REFRESHMENTS - NOT FOOD REFRESHMENTS - NOT FOOD POSTAGE/DELIVERY BANKING SERVICES ALL OTHER LOCAL REVENUE CHECK TOTAL:	93.96 8.95 24.79 28.14 38.35 15.21 100:00 309.40
00396568	01/14/19	LOVELADY, MARY E.	MISC OUTSIDE VENDOR	0102397454 5860	MISC OUTSIDE VENDOR CHECK TOTAL:	957.96 957.96
00396569	01/14/19	Maintex	OTHER CUSTODIAL SUPPLIES	0108477409 436: 0108477409 436: 0108477409 436:	OTHER CUSTODIAL SUPPLIES CHECK TOTAL:	54.62 1,655.32 186.71 641.89 -207.20 2,331.33
00396570	01/14/19	Monarch Center for Aut	NOVEMBER 2018 NOVEMBER 2018 DECEMBER 2018 DECEMBER 2018	0104632210 587	B AB3632 ROOM & BOARD	14,642.97 12,003.22 15,652.83 6,624.90 48,923.92
00396571	01/14/19	Office Depot	PRINTERS <\$250 & INK/SUPPLIES PRINTERS <\$250 & INK/SUPPLIES MATERIALS & SUPPLIES-INSTRUCT	0108015040 432	2 PRINTERS <\$250 & INK/SUP 2 PRINTERS <\$250 & INK/SUP 0 MATERIALS & SUPPLIES-INS	-342.85

LAGUNA BEACH USD 01/14/19 Commercial Check Register Page 2 MON, JAN 14, 2019, 7:49 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
			MATERIALS & SUPPLIES-INSTRUCT PRINTERS <\$250 & INK/SUPPLIES PRINTERS <\$250 & INK/SUPPLIES MATERIALS & SUPPLIES-INSTRUCT	0108015040 4322	MATERIALS & SUPPLIES-INS PRINTERS <\$250 & INK/SUP PRINTERS <\$250 & INK/SUP MATERIALS & SUPPLIES-INS CHECK TOTAL:	78.10 144.36 1,219.53 2.26 1,545.74
00396572	01/14/19	Santomieri Systems	CONSULTANTS-COMPUTER SERVICES	0113457175 5832	CONSULTANTS-COMPUTER SER CHECK TOTAL:	162.40 162.40
00396573	01/14/19	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0106011008 4310 0106011008 4310 0105011012 4310 0106011008 4310 0106011008 4310 0106011008 4310 0105011012 4310	MATERIALS & SUPPLIES-INS	219.36 -90.77 67.87 21.51 -136.15 129.26 87.28 -67.87 91.25 598.29 920.03
			TOTAL F	OR STOCK 76 Lag	ma Beach's check stock ID	62,263.49
			GRAND TOTAL			62,263.49

LAGUNA BEACH USD 01/15/19 Commercial Check Register Page 1 TUE, JAN 15, 2019, 8:18 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Object	Object	Description	Check Amount
00396574	01/15/19	Bread Artisan Bakery L	FOOD	1302277426 470	0 FOOD	CHECK TOTAL:	101.92 101.92
00396575	01/15/19	Gold Star Foods	FOOD FOOD FOOD FOOD FOOD FOOD FOOD FOOD	1302277426 470 1302277426 470	0 FOOD 0 FOOD	CHECK TOTAL:	244.68 403.17 68.02 473.37 909.87 239.35 563.40 114.05 97.81 102.03 120.82 60.11 101.03 198.2 34.01 40.84 853.02 493.02
00396576	01/15/19	Hollandia Dairy Inc	FOOD FOOD FOOD FOOD FOOD FOOD FOOD FOOD	1302277426 47 1302277426 47	00 FOOD		-9.97 -6.45 32.09 81.45 95.21 98.16 102.69 159.25 30.15 94.67 87.65 142.47 81.45 96.49 121.64 126.90 81.45 74.17 121.64

LAGUNA BEACH USD 01/15/19 Commercial Check Register Page 2
TUE, JAN 15, 2019, 8:18 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
					CHECK TOTAL:	1,802.28
00396577	01/15/19	Mandarin King	FOOD	1302277426 4700 1302277426 4700		200.00 200.00 400.00
00396578	01/15/19	P & R Paper Supply Co	GENERAL SUPPLIES-NON INSTRUCT	1302277426 4340	GENERAL SUPPLIES-NON INS CHECK TOTAL:	995.64 995.64
00396579	01/15/19	Quick Dispense Inc.	FOOD	1302277426 4700	FOOD CHECK TOTAL:	135.80 135.80
00396580	01/15/19	STIX HOLDINGS LLC	FOOD FOOD FOOD FOOD FOOD FOOD	1302277426 4700 1302277426 4700 1302277426 4700 1302277426 4700 1302277426 4700 1302277426 4700 1302277426 4700	FOOD FOOD FOOD FOOD	156.75 183.75 105.75 183.75 105.75 175.00 94.00 1,004.75
00396581	01/15/19	SUNRISE PRODUCE	FOOD FOOD FOOD FOOD FOOD FOOD FOOD FOOD	1302277426 4700 1302277426 4700 1302277426 4700 1302277426 4700 1302277426 4700 1302277426 4700 1302277426 4700 1302277426 4700 1302277426 4700	FOOD FOOD FOOD FOOD FOOD FOOD FOOD FOOD	19.76 137.44 36.79 64.05 24.76 25.05 60.50 55.40 165.30
00396582	01/15/19	Sysco Food Service of	FOOD FOOD FOOD FOOD FOOD FOOD FOOD FOOD	1302277426 4700 1302277426 4700	FOOD FOOD FOOD FOOD FOOD FOOD FOOD FOOD	~38.20 -7.64 -44.96 61.24 327.79 1,031.24 80.50 362.54 871.28 51.40 207.14 234.62

LAGUNA REACH USD 01/15/19 Commercial Check Register Page 3
TUE, JAN 15, 2019, 8:18 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

SELECT Ch	neck ID's	and Numbers: 760; Check	k Dates: Ull519				
Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	13022774	26 4700	FOOD CHECK TOTAL:	207.96 3,344.91
00396583	01/15/19	US Foodservice Inc.	FOOD FOOD FOOD FOOD FOOD	13022774 13022774 13022774 13022774 13022774 13022774	26 4700 26 4700 26 4700 26 4700	FOOD FOOD FOOD	92.40 543.99 766.43 321.34 828.30 31.99 2,584.45
				TOTAL FOR STOCK 7	76 Lagu	na Beach's check stock ID	16,076.96
			GRAND TOTAL				16,076.96

LAGUNA BEACH USD 01/16/19 Commercial Check Register Page 1 WED, JAN 16, 2019, 8:31 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
00396584	01/16/19	A-Z Office Resource In	MATERIALS & SUPPLIES-INSTRUCT		MATERIALS & SUPPLIES-INS CHECK TOTAL:	50.47 50.47
00396585	01/16/19	Advanced Alarm Inc.	ALARM MONITORING ALARM MONITORING		ALARM MONITORING ALARM MONITORING CHECK TOTAL:	323.00 205.00 528.00
00396586	01/16/19	Beacon Day School	DECEMBER 2018 DECEMBER 2018	0104632210 5875 0104632210 5875		595.09 3,271.33 3,866.42
003965 87	01/16/19	Cortez-Redard, Ivonne	MATERIALS & SUPPLIES-INSTRUCT	0102013045 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	31.67 31.67
00396588	01/16/19	Cox Communications	DECEMBER 2018	0106091008 5860	MISC OUTSIDE VENDOR CHECK TOTAL:	15.35 15.35
00396589	01/16/19	Coyne & Associates Inc	DECEMBER 2018	0104602140 5894	I IBI SUPERVISION CHECK TOTAL:	1,853.60 1,853.60
00396590	01/16/19	Dude Solutions Inc.	ANNUAL SOFTWARE LICENSE FEE	0113457175 5805	ANNUAL SOFTWARE LICENSE CHECK TOTAL:	5,400.17 5,400.17
00396591	01/16/19	Fisher Science Educati	MATERIALS & SUPPLIES-INSTRUCT	0105011012 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	165.08 165.08
00396592	01/16/19	Ganahl Lumber	PLUMBING REPAIRS PLUMBING REPAIRS MATERIALS & SUPPLIES-INSTRUCT PLUMBING REPAIRS MATERIALS & SUPPLIES-INSTRUCT PLUMBING REPAIRS MAINTENANCE SUPPLIES	0102477408 5662 0105114695 4310 0102477408 5662 0105114695 4310 0102477408 5663	2 PLUMBING REPAIRS 2 PLUMBING REPAIRS 3 MATERIALS & SUPPLIES-INS 4 PLUMBING REPAIRS 5 MATERIALS & SUPPLIES-INS 5 PLUMBING REPAIRS 6 MAINTENANCE SUPPLIES 6 CHECK TOTAL:	14.09 18.92 118.82 14.04 347.38 8.76 38.80 560.81
00396593	01/16/19	Grainger	MAINTENANCE SUPPLIES	0105477408 436	2 Maintenance Supplies CHECK TOTAL:	324.09 324.09
00396594	01/16/19	Irvine Ranch Water Dis	SEWER FEES	0107477409 555	5 SEWER FEES CHECK TOTAL:	2,262.10 2,262.10
0039 659 5	01/16/19	Margaret Warder	12/9-12/11 - CSEBA	0110397140 522	O TRAVEL & CONFERENCE CHECK TOTAL:	102.66 102.66

LAGUNA BEACH USD 01/16/19 Commercial Check Register Page 2 WED, JAN 16, 2019, 8:31 AM --req: ADMIN----leg: 76 ----log: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.C2>--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Object		Check Amount
00396596	01/16/19	Martinez, Michelle	MATERIALS & SUPPLIES-INSTRUCT	0106011008 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	226.22 226.22
00396597	01/16/19	New Haven Youth & Fami	DECEMBER 2018	0104132750 588	9 OTHER THERAPY CHECK TOTAL:	2,200.00 2,200.00
00396598	01/16/19	Paul H. Brookes Publis	GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT		O GENERAL SUPPLIES-NON INS O GENERAL SUPPLIES-NON INS CHECK TOTAL:	0.50 149.95 150.45
00396599	01/16/19	Quirarte, Kathleen	REFRESHMENTS - NOT FOOD SERV	0106011008 432	5 REFRESHMENTS - NOT FOOD CHECK TOTAL:	57.56 57.56
00396600	01/16/19	Rothman, Jesse	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT		O MATERIALS & SUPPLIES-INS O MATERIALS & SUPPLIES-INS CHECK TOTAL:	94.82 202.75 297.57
00396601	01/16/19	Southwest School and O	EQUIPMENT-NEW \$500-\$5000	0107015040 441	0 EQUIPMENT-NEW \$500-\$5000 CHECK TOTAL:	689.79 689.79
00396602	01/16/19	Wade, Steve	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0106015570 431 0106015570 431	O MATERIALS & SUPPLIES-INS O MATERIALS & SUPPLIES-INS O MATERIALS & SUPPLIES-INS CHECK TOTAL:	97.76 103.35 37.99 60.96 300.06
00396603	01/16/19	William V MacGill & Co	GENERAL SUPPLIES-NON INSTRUCT	0105091012 434	O GENERAL SUPPLIES-NON INS CHECK TOTAL:	89.90 89.90
00396604	01/16/19	Preferred Ceilings Inc	BUILDING IMPROVEMENTS	4205498650 623	30 BUILDING IMPROVEMENTS CHECK TOTAL:	3,990.00 3,990.00
			TOTAL FO	OR STOCK 76 Lag	guna Beach's check stock ID	23,161.97
			GRAND TOTAL			23,161.97

LAGUNA BEACH USD 01/17/19 Commercial Check Register Page 1
THU, JAN 17, 2019, 7:46 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
00396605	01/17/19	Aardvark Clay & Suppli	MATERIALS & SUPPLIES-INSTRUCT	0105015060 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	312.48 312.48
00396606	01/17/19	California School Publ	MISC OUTSIDE VENDOR	0110377145 5860	MISC OUTSIDE VENDOR CHECK TOTAL:	120.00 120.00
00396607	01/17/19	CDW GOVERNMENT LLC	COMPUTER SUPPLIES COMPUTER SUPPLIES		COMPUTER SUPPLIES COMPUTER SUPPLIES CHECK TOTAL:	72.43 47.26 119.69
00396608	01/17/19	DIAMOND GLASS	CONTRACT SERVICES	0105477408 5610	CONTRACT SERVICES CHECK TOTAL:	431.59 431.59
00396609	01/17/19	Frontier California In	JANUARY 2019	0102477409 5920	TELEPHONE SERVICE CHECK TOTAL:	53.51 53.51
00396610	01/17/19	Frontier California In	JANUARY 2019	0107477409 5920	TELEPHONE SERVICE CHECK TOTAL:	53.51 53.51
00396611	01/17/19	Frontier California In	JANUARY 2019	0106477409 5920	TELEPHONE SERVICE CHECK TOTAL:	62.54 62.54
00396612	01/17/19	Frontier California In	JANUARY 2019	0105477409 5920	TELEPHONE SERVICE CHECK TOTAL:	62.54 62.54
00396613	01/17/19	GT Grandstands Inc.	BUILDING IMPROVEMENTS	0105497408 6230	BUILDING IMPROVEMENTS CHECK TOTAL:	8,816.09 8,816.09
00396614	01/17/19	Houghton Mifflin Harco	MATERIALS & SUPPLIES-INSTRUCT	0104613150 431	MATERIALS & SUPPLIES-INS CHECK TOTAL:	128.01 128.01
00396615	01/17/19	Maintex	CUSTODIAL CONSUMABLES (PAPER)	0106477409 436	CUSTODIAL CONSUMABLES (PA CHECK TOTAL:	330.44 330.44
00396616	01/17/19	NICK RAIL MUSIC	MATERIALS & SUPPLIES-INSTRUCT	0105011012 431	MATERIALS & SUPPLIES-INS CHECK TOTAL:	79.37 79.37
00396617	01/17/19	Office Depot	MATERIALS & SUPPLIES-INSTRUCT	0108011005 431	O MATERIALS & SUPPLIES-INS CHECK TOTAL:	6.44 6.44
00396618	01/17/19	Pearson Assessments	TESTS/SCORING TESTS/SCORING		O TESTS/SCORING O TESTS/SCORING CHECK TOTAL:	482.31 486.86 969.17

LAGUNA BEACH USD 01/17/19 Commercial Check Register Page 2 THU, JAN 17, 2019, 7:46 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

SELECT Ch	neck ID's	and Numbers: 768; Check	Dates: 011719			
Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
00396619	01/17/19	Ralphs Grocery Company	MATERIALS & SUPPLIES-INSTRUCT	0106011008 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	83.33 83.33
00396620	01/17/19	Raptor Technologies LL	EQUIPMENT-NEW \$500-\$5000	0102395980 4410	EQUIPMENT-NEW \$500~\$5000 CHECK TOTAL:	634.00 634.00
00396621	01/17/19	Southern Calif Gas Co.	DECEMBER 2018 DECEMBER 2018 DECEMBER 2018	0106477409 5510 0108477409 5510 0102477409 5510	UTILITIES - HEAT	699.07 316.43 45.48 1,060.98
00396622	01/17/19	Southern California Ed	DECEMBER 2018	0107477409 5520	LIGHT & POWER CHECK TOTAL:	2,614.60 2,614.60
00396623	01/17/19	Stericycle Environment	TRASH - UTILITIES	0102477409 5540	TRASH - UTILITIES CHECK TOTAL:	1,089.82 1,089.82
00396624	01/17/19	Tangram Interiors	COMPUTER SUPPLIES	0113018640 4320	O COMPUTER SUPPLIES CHECK TOTAL:	377.63 377.63
00396625	01/17/19	UPS	POSTAGE/DELIVERY POSTAGE/DELIVERY		D POSTAGE/DELIVERY D POSTAGE/DELIVERY CHECK TOTAL:	12.22 55.37 67.59
00396626	01/17/19	Waste Management of OC	TRASH - UTILITIES TRASH - UTILITIES		O TRASH - UTILITIES O TRASH - UTILITIES CHECK TOTAL:	298.84 796.40 1,095.24
			TOTAL F	OR STOCK 76 Lag	una Beach's check stock ID	18,568.57
			GRAND TOTAL			18,568.57

LAGUNA BEACH USD 01/18/19 Commercial Check Register Page 1 FRI, JAN 18, 2019, 7:54 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
00396627	01/18/19	Advanced Alarm Inc.	ALARM MONITORING	0105477409 5560	ALARM MONITORING CHECK TOTAL:	350.00 350.00
00396628	01/18/19	ALL CITY MANAGEMENT SE	12/16/18 - 12/29/18	0106098040 5860	MISC OUTSIDE VENDOR CHECK TOTAL:	384.80 384.80
00396629	01/18/19	ASL Lettering LLC	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0105311012 4310	MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS CHECK TOTAL:	427.19 793.70 176.04 1,396.93
00396630	01/18/19	ATGT	DECEMBER 2018	0107477409 5920	TELEPHONE SERVICE CHECK TOTAL:	12.76 12.76
00396631	01/18/19	Calcoast Team Sports I	MATERIALS & SUPPLIES-INSTRUCT	0105311075 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	1,491.46 1,491.46
00396632	01/18/19	CAPISTRANO CRANE SERVI	CONTRACT SERVICES	0102477408 5610	CONTRACT SERVICES CHECK TOTAL:	780.00 780.00
00396633	01/18/19	Cintas Corporation Loc	OTHER CUSTODIAL SUPPLIES	0107477409 436	OTHER CUSTODIAL SUPPLIES CHECK TOTAL:	89.54 89.54
00396634	01/18/19	Cox Communications	DECEMBER 2018	0113457175 5940	INTERNET CONNECTIVITY CHECK TOTAL:	1,847.91 1,847.91
00396635	01/18/19	Dave Bang Assoc.	CONTRACT SERVICES	0107477408 5610	CONTRACT SERVICES CHECK TOTAL:	438.04 438.04
00396636	01/18/19	Floor Tech America Inc	FLOOR COVERING	0105477408 560	4 FLOOR COVERING CHECK TOTAL:	1,450.00 1,450.00
00396637	01/18/19	JFK Transportation	CHARTER BUS-ATHLETIC/FIELD TRI CHARTER BUS-ATHLETIC/FIELD TRI CHARTER BUS-ATHLETIC/FIELD TRI CHARTER BUS-ATHLETIC/FIELD TRI	9 0105311075 586 9 0105311075 586	5 CHARTER BUS-ATHLETIC/FIE 5 CHARTER BUS-ATHLETIC/FIE	393.00 490.50
00396638	01/18/19	Konica Minolta	MISC REPAIR	0107011005 569	O MISC REPAIR CHECK TOTAL:	150.00 150.00
00396639	01/18/19	Leather and Lumber Ath	MATERIALS & SUPPLIES-INSTRUCT	0105311075 431	O MATERIALS & SUPPLIES-INS CHECK TOTAL:	

AGUNA BEACH USD 01/18/19 Commercial Check Register Page 2 FRI, JAN 18, 2019, 7:54 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.C2>--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Objec	t Object Description	Check Amount
00396640	01/18/19	Maintex	OTHER CUSTODIAL SUPPLIES	0105477409 43	61 OTHER CUSTODIAL SUPPLIES CHECK TOTAL:	62.10 62.10
00396641	01/18/19	Mission Shirts	MATERIALS & SUPPLIES-INSTRUCT	0105311075 43	10 MATERIALS & SUPPLIES-INS CHECK TOTAL:	314.33 314.33
00396642	01/18/19	QUALITY LOGO PRODUCTS	MISC OUTSIDE VENDOR MISC OUTSIDE VENDOR		60 MISC OUTSIDE VENDOR 60 MISC OUTSIDE VENDOR CHECK TOTAL:	99.54 3,122.91 3,222.45
00396643	01/18/19	SC Fuels	DECEMBER 2018 DECEMBER 2018		375 FUEL FOR VEHICLES 375 FUEL FOR VEHICLES CHECK TOTAL:	305.89 282.72 588.61
00396644	01/18/19	Smardan Supply Co	PLUMBING REPAIRS EQUIPMENT-NEW \$500-\$5000		562 PLUMBING REPAIRS 110 EQUIPMENT-NEW \$500-\$5000 CHECK TOTAL:	119.92 710.50 830.42
00396645	01/18/19	Southern California Ed	NOVEMBER 2018	0108477409 5	520 LIGHT & POWER CHECK TOTAL:	3,515.58 3,515.58
00396646	01/18/19	SPORTS FIELD SERVICES	LANDSCAPE/IRRIGATION	0105477409 5	680 LANDSCAPE/IRRIGATION CHECK TOTAL:	11,130.00 11,130.00
00396647	01/18/19	Tangram Interiors	EQUIPMENT-NEW >\$5000	0113018640 6	410 EQUIPMENT-NEW >\$5000 CHECK TOTAL:	11,241.67 11,241.67
00396648	01/18/19	Ruhnau Clarke Architec	ARCHITECTURAL DESIGN FEES	2505498410 6	220 ARCHITECTURAL DESIGN FEE CHECK TOTAL:	3,760.00 3,760.00
00396649	01/18/19	UCMI INC.	PUBLIC AGENCY FEES	4005498946 6	268 FUBLIC AGENCY FEES CHECK TOTAL:	2,688.00 2,688.00
00396650	01/18/19	Ruhnau Clarke Architec	SOFT COSTS - OTHER (SPECIFY)	4205498650 6	282 SOFT COSTS - OTHER (SPEC CHECK TOTAL:	3,240.00 3,240.00
00396651	01/18/19	School Construction Co	SOFT COSTS - OTHER (SPECIFY)	4205498650 6	282 SOFT COSTS - OTHER (SPEC CHECK TOTAL:	528.57 528.57
00396652	01/18/19	SPORTS FIELD SERVICES	BUILDING IMPROVEMENTS BUILDING IMPROVEMENTS		230 BUILDING IMPROVEMENTS 230 BUILDING IMPROVEMENTS CHECK TOTAL:	14,780.00 14,420.00 29,200.00
00396653	01/18/19	UCMI INC.	PUBLIC AGENCY FEES	4205498008 6	268 PUBLIC AGENCY FEES	4,032.00

LAGUNA BEACH USD 01/18/19 Commercial Check Register Page 3
FRI, JAN 18, 2019, 7:54 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.C2>--report id: CKOCLIST

SELECT Check ID's and Numbers: 760; Check Dates: C11819

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

PUBLIC AGENCY FEES 4205498650 6268 PUBLIC AGENCY FEES 6,720.00

CHECK TOTAL: 10,752.00

TOTAL FOR STOCK 76 Laguna Beach's check stock ID 92,399.46

92,399.46

GRAND TOTAL

LAGUNA BEACH USD 01/23/19 Commercial Check Register Page 1 WED, JAN 23, 2019, 8:22 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Objec		Check Amount
00396654	01/23/19	Aardvark Clay & Suppli	MATERIALS & SUPPLIES-INSTRUCT			226.28 226.28
00396655	01/23/19	Air-Ex Air Conditionin	HVAC HVAC HVAC HVAC	0108477408 56 0105477408 56 0105477408 56 0108477408 56	60 HVAC	1,001.35 834.73 105.00 210.00 2,151.08
00396656	01/23/19	AMPLIFIED IT LLC	CONSULTANTS-COMPUTER SERVICES	0113457175 56	32 CONSULTANTS-COMPUTER SER CHECK TOTAL:	3,500.00 3,500.00
00396657	01/23/19	ANCHOR ELECTRIC	ELECTRICAL REPAIRS ELECTRICAL REPAIRS ELECTRICAL REPAIRS ELECTRICAL REPAIRS	0108477408 56 0105477408 56	661 ELECTRICAL REPAIRS 661 ELECTRICAL REPAIRS 661 ELECTRICAL REPAIRS 661 ELECTRICAL REPAIRS CHECK TOTAL:	1,249.00 467.00 1,633.00 676.00 4,025.00
00396658	01/23/19	B & H Photo Video Inc.	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT		310 MATERIALS & SUPPLIES-INS 310 MATERIALS & SUPPLIES-INS CHECK TOTAL:	
00396659	01/23/19	Express Pipe & Supply	PLUMBING REPAIRS	0102477408 5	662 PLUMBING REPAIRS CHECK TOTAL:	50.33 50.33
00396660	01/23/19	Frontier California In	JANUARY 2019	0107477409 5	920 TELEPHONE SERVICE CHECK TOTAL:	185.90 185.90
00396661	01/23/19	Frontier California In	JANUARY 2019	0108477409 5	920 TELEPHONE SERVICE CHECK TOTAL:	58.20 58.20
00396662	01/23/19	Hart, Nadia	MATERIALS & SUPPLIES-INSTRUCT	0108015040 4	310 MATERIALS & SUPPLIES-INS CHECK TOTAL:	
00396663	01/23/19	Johnson Controls Fire	JANUARY 2019 JANUARY 2019 JANUARY 2019	0108477409 5 0106477409 5	560 ALARM MONITORING 560 ALARM MONITORING 560 ALARM MONITORING CHECK TOTAL:	327.25 272.25 482.25 1,081.75
00396664	01/23/19	Konica Minolta	DECEMBER 2018 DECEMBER 2018 DECEMBER 2018 DECEMBER 2018 DECEMBER 2018	0102397400 5 0108091005 5 0107091005 5 0106091008 5 0102397400 5	650 SOFTWARE/COPIER MAINTENA 650 SOFTWARE/COPIER MAINTENA 650 SOFTWARE/COPIER MAINTENA 650 SOFTWARE/COPIER MAINTENA 650 SOFTWARE/COPIER MAINTENA	175.88 106.43 170.51

LAGUNA BEACH USD 01/23/19 Commercial Check Register Page 2 WED, JAN 23, 2019, 8:22 AM --req: ADMIN----leg: 76 ----log: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check #		Payee Name	Description	Key Obj	act Object Description	Check Amount
			DECEMBER 2018	0105091012	650 SOFTWARE/COPIER MAINTE	
			DECEMBER 2018		5650 SOFTWARE/COPIER MAINTE	
			DECEMBER 2018	0105091012	5650 SOFTWARE/COPIER MAINTE	NA 779.99
			DECEMBER 2018		5650 SOFTWARE/COPIER MAINTE	
			DECEMBER 2018		5650 SOFTWARE/COPIER MAINTE	
			DECEMBER 2018		5650 SOFTWARE/COPIER MAINTE	
			DECEMBER 2018		5650 SOFTWARE/COPIER MAINTE	
					CHECK TOTA	
00396665	01/23/19	LA PIERRE, TAUNA	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310 MATERIALS & SUPPLIES-I	NS 140.92
	02, 20, 20				CHECK TOTA	
0396666	01/23/19	Lytle Screen Printing	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310 MATERIALS & SUPPLHES-1	NS 965.44
	,,		MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310 MATERIALS & SUPPLIES-I	NS 425.40
			MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310 MATERIALS & SUPPLIES-I	
					CHECK TOTA	
0396667	01/23/19	Martinez, Michelle	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310 MATERIALS & SUPPLIES-1	NS 92.09
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310 MATERIALS & SUPPLIES-1	NS 57.44
					CHECK TOTA	L: 149.53
0396668	01/23/19	OCDE	IAA-PAYMENTS TO COUNTY OFFICE	S 0104542110		
					CHECK TOTA	L: 9,049.16
00396669	01/23/19	Paton Group	MATERIALS & SUPPLIES-INSTRUCT	0105114695		
					CHECK TOTA	L: 672.97
00396670	01/23/19	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310 MATERIALS & SUPPLIES-	INS 185.11
	· · · · · · · · · · · · · · · · · · ·	,	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310 MATERIALS & SUPPLIES-	INS 103.42
					CHECK TOTA	ML: 288.53
00396671	01/23/19	Vavrinek Trine Day & C	AUDITS	0102377102	5840 AUDITS	4,800.00
		7	MILEAGE	0102377102	5840 AUDITS	27.25
					CHECK TOT	AL: 4,827.25
00396672	01/23/19	West Interactive Servi	ANNUAL SOFTWARE LICENSE FEE		5805 ANNUAL SOFTWARE LICEN	SE 3,000.00
			ANNUAL SOFTWARE LICENSE FEE	0113017175	5805 ANNUAL SOFTWARE LICEN	1,488.00
					CHECK TOT	
00396673	3 01/23/19	Total Fence Solutions	BUILDING IMPROVEMENTS	4205498650	6230 BUILDING IMPROVEMENTS	975.00
					CHECK TOT	AL: 975.00
			TOTAL I	OK STOCK 76	Laguna Beach's check stock	ID 38,266

LAGUNA BEACH USD 01/23/19 Commercial Check Register Page 3 WED, JAN 23, 2019, 8:22 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

SELECT Check ID's and Numbers: 760; Check Dates: C12319

Check # Register Payee Name Description Key Object Description Check Amount

GRAND TOTAL 38,266.34

LAGUNA BEACH USD 01/24/19 Commercial Check Register Page 1
THU, JAN 24, 2019, 8:14 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check #	Register	Payes Name	Description	Key Object	Object Description	Check Amount
00396674	01/24/19	Acorn Media	COMPUTER SUPPLIES		COMPUTER SUPPLIES CHECK TOTAL:	48.43 48.43
00396675	01/24/19	All American Trophy &	GENERAL SUPPLIES-NON INSTRUCT	0105091012 4340	GENERAL SUPPLIES-NON INS CHECK TOTAL:	280.15 280.15
00396676	01/24/19		MILEAGE - OCTOBER 2018 MILEAGE - SEPTEMBER 2018 MILEAGE - NOVEMBER 2018 MILEAGE - JULY 2018 MILEAGE - DECEMBER 2018 OCTOBER 2018 JULY 2018 NOVEMBER 2018 DECEMBER 2018 SEPTEMBER 2018	0104256700 5880 0104256700 5880 0104256700 5880 0104256700 5880 0104632900 5887 0104632900 5887 0104632900 5887	TRANSPORTATION-IN LIEU TRANSPORTATION-IN LIEU TRANSPORTATION-IN LIEU TRANSPORTATION-IN LIEU TRANSPORTATION-IN LIEU SPEECH THERAPY SPEECH THERAPY SPEECH THERAPY SPEECH THERAPY SPEECH THERAPY SPEECH THERAPY CHECK TOTAL:	8.83 5.89 5.89 8.83 8.83 470.00 420.00 280.00 280.00 280.00 2,133.27
00396677	01/24/19	California School Libr	TRAVEL & CONFERENCE	0102015380 5220	TRAVEL & CONFERENCE CHECK TOTAL:	1,748.00 1,748.00
00396678	01/24/19	City of Laguna Beach	POOL COSTS	0105477408 5580	POOL COSTS CHECK TOTAL:	12,171.80 12,171.80
00396679	01/24/19	Cooley, Nasira	MISC OUTSIDE VENDOR	0105315017 586	MISC OUTSIDE VENDOR CHECK TOTAL:	360.00 360.00
00396680	01/24/19	Diversified Electrical	ELECTRICAL REPAIRS	0105477408 566	ELECTRICAL REPAIRS CHECK TOTAL:	487.00 487.00
00396681	01/24/19	File Keepers LLC	MISC OUTSIDE VENDOR	0101377100 586	MISC OUTSIDE VENDOR CHECK TOTAL:	10.00 10.00
00396682	01/24/19	First Student Inc.	CHARTER BUS-ATHLETIC/FIELD TRE	0105311075 586	5 CHARTER BUS-ATHLETIC/FIE CHECK TOTAL:	3,629.52 3,629.52
00396683	01/24/19	Fisher Science Educati	MATERIALS & SUPPLIES-INSTRUCT	0108011005 431	0 MATERIALS & SUPPLIES-INS CHECK TOTAL:	
00396684	01/24/19	Ganahl Lumber	MAINTENANCE SUPPLIES	0108477408 436	2 MAINTENANCE SUPPLIES CHECK TOTAL:	27.99 27.99
00396685	01/24/19	Gopher Sport	MATERIALS & SUPPLIES-INSTRUCT	0104613150 431	0 MATERIALS & SUPPLIES-INS CHECK TOTAL:	

LAGUNA BEACH USD 01/24/19 Commercial Check Register Page 2 THU, JAN 24, 2019, 8:14 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Obj	ect	Object Description	Check Amount
SELECTION OF STREET							
00396686	01/24/19	Infinity Communication	CONSULTANTS-OTHER	0102395090	5831	CONSULTANTS-OTHER CHECK TOTAL:	1,912.50 1,912.50
00396687	01/24/19	Johnson Controls Fire	FEBRUARY 2019 FEBRUARY 2019 FEBRUARY 2019 FEBRUARY 2019 FEBRUARY 2019 FEBRUARY 2019	0106477409 0107477409 0102477409 0105477409	5560 5560 5560 5560	ALARM MONITORING ALARM MONITORING ALARM MONITORING ALARM MONITORING ALARM MONITORING ALARM MONITORING CHECK TOTAL:	272.25 482.25 327.25 190.00 1,485.92 178.09 2,935.76
00396688	01/24/19	MAXIM HEALTHCARE SERVI	DECEMBER 2018	0104172860	5831	CONSULTANTS-OTHER CHECK TOTAL:	4,036.50 4,036.50
00396689	01/24/19	Pacific Coachways	CHARTER BUS-ATHLETIC/FIELD TRP	0105014730	5865	CHARTER BUS-ATHLETIC/FIE CHECK TOTAL:	130.00 130.00
00396690	01/24/19		PARENT REIMBURSEMENT (LEGAL)	0104632900	5878	PARENT REIMBURSEMENT (LE CHECK TOTAL:	10,000.00
00396691	01/24/19	Saddleback Golf Cars	VEHICLE REPAIR	0105477408	5640	VEHICLE REPAIR CHECK TOTAL:	660.20 660.20
00396692	01/24/19	Seneca Family of Agenc	DECEMBER 2018	0104132750	5889	OTHER THERAPY CHECK TOTAL:	600.00 600.00
00396693	01/24/19	Turner, Bridget	MISC OUTSIDE VENDOR	0105315017	5860	MISC OUTSIDE VENDOR CHECK TOTAL:	320.00 320.00
00396694	01/24/19	Guinn, Anna	FOOD SERVICE SALES	1300007426	8634	FOOD SERVICE SALES CHECK TOTAL:	100.00 100.00
			TOTAL FO	R STOCK 76	Lagu	ına Beach's check stock ID	42,100.49
			GRAND TOTAL				42,100.49

LAGUNA BEACH USD 01/25/19 Commercial Check Register Page 1 FRI, JAN 25, 2019, 8:31 AM ---req: ADMIN-----leg: 76 ----log: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check #	_	Payee Name	Description	~ -	ect	Object Description	Check Amount
00396695		ANCHOR ELECTRIC	ELECTRICAL REPAIRS ELECTRICAL REPAIRS ELECTRICAL REPAIRS ELECTRICAL REPAIRS ELECTRICAL REPAIRS	0106477400	5661 5661 5661 5661	ELECTRICAL REPAIRS ELECTRICAL REPAIRS ELECTRICAL REPAIRS ELECTRICAL REPAIRS ELECTRICAL REPAIRS CHECK TOTAL:	4,052.00 363.00 1,336.00 185.00 120.00 6,056.00
00396696	01/25/19	BERTRAND'S HORN IMPROV	MATERIALS & SUPPLIES-INSTRUCT	0106011008 0106011008 0106011008 0106011008 0106011008 0106011008 0106011008 0106011008 0106011008 0106011008 0106011008 0106011008 0106011008 0106011008 0106011008 0106011008	4310 4310 4310 4310 4310 4310 4310 4310	MATERIALS & SUPPLIES-INS	12.92 29.08 443.84 63.08 27.43 92.31 148.12 244.62 175.73 673.04 380.26 8.61 133.75 93.53 159.34 72.08 156.60 57.53 132.51 59.26
00396697	01/25/19	Culver Newlin Inc.	EQUIPMENT-NEW >\$5000 COMPUTER EQUIPMENT>\$5000 EQUIPMENT-NEW >\$5000	0102397400 0102397400 0102397400 0102397400 0102397400 0102397400 0102397400 0102397400	6410 6410 6410 6410 6410 6410 6410 6410	D EQUIPMENT-NEW >\$5000	686.91 4,623.15 307.63 1,590.39 1,356.10 1,829.96 824.76 3,801.31 2,165.76 17,185.99
00396698	01/25/19	Digital Networks Group	COMPUTER EQUIPMENT>\$5000	0113 45717 !	5 646	O COMPUTER EQUIPMENT>\$5000 CHECK TOTAL:	

LAGUNA BEACH USD 01/25/19 Commercial Check Register Page 2 FRI, JAN 25, 2019, 8:31 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CK0CLIST

022202		,				
Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
00396699	01/25/19	FIVE STAR TROPHIES	GENERAL SUPPLIES-NON INSTRUCT	0101377100 434	0 GENERAL SUPPLIES-NON INS CHECK TOTAL:	11.85 11.85
00396700	01/25/19	Flinn Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012 431	.0 MATERIALS & SUPPLIES-INS CHECK TOTAL:	307.29 307.29
00396701	01/25/19	JFK Transportation	CHARTER BUS-ATHLETIC/FIELD TRP	0105311075 586	55 CHARTER BUS-ATHLETIC/FIE CHECK TOTAL:	393.00 393.00
00396702	01/25/19	Maintex	OTHER CUSTODIAL SUPPLIES OTHER CUSTODIAL SUPPLIES	0105477409 436 0105477409 436	51 OTHER CUSTODIAL SUPPLIES 51 OTHER CUSTODIAL SUPPLIES CHECK TOTAL:	3,359.75 130.94 3,490.69
00396703	01/25/19	Mosaic Network Inc.	ANNUAL SOFTWARE LICENSE FEE	0109156100 580	05 ANNUAL SOFTWARE LICENSE CHECK TOTAL:	4,252.50 4,252.50
00396704	01/25/19	OCDE	TRAVEL & CONFERENCE	0109397150 52	20 TRAVEL & CONFERENCE CHECK TOTAL:	585.00 585.00
00396705	01/25/19	PACWEST AIR FILTER	HVAC HVAC HVAC HVAC HVAC	0102477408 56 0107477408 56 0102477408 56 0105477408 56 0108477408 56 0106477408 56	60 HVAC 60 HVAC 60 HVAC 60 HVAC	44.17 471.68 68.59 1,627.80 815.10 1,292.85 4,320.19
00396706	01/25/19	State of CA/Department	DECEMBER 2018	0110397140 58	45 FINGER PRINTING CHECK TOTAL:	375.00 375.00
00396707	01/25/19	VERTICAL TRANSPORT INC	OTHER MAINTENANCE SERVICES	0105477408 56	92 OTHER MAINTENANCE SERVIC CHECK TOTAL:	
00396708	01/25/19	WLC LLC	CONSULTANTS-OTHER	0101377100 58	31 CONSULTANTS-OTHER CHECK TOTAL:	2,995.00 2,995.00
00396709	01/25/19	Painting & Decor Inc.	BUILDING IMPROVEMENTS BUILDING IMPROVEMENTS	4205498650 62	30 BUILDING IMPROVEMENTS 30 BUILDING IMPROVEMENTS 30 BUILDING IMPROVEMENTS CHECK TOTAL:	4,630.00 4,093.00 17,196.48 25,919.48
			TOTAL F	OR STOCK 76 La	guna Beach's check stock II	82,173.45

LAGUNA BEACH USD 01/25/19 Commercial Check Register Page 3 FRI, JAN 25, 2019, 8:31 AM --req: ADMIN----leg: 76 ----log: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

SELECT Check ID's and Numbers: 760; Check Dates: 012519

Object Object Description Register Payee Name Description Key Check Amount Check # 82,173.45

GRAND TOTAL

LAGUNA BEACH USD MON, JAN 28, 2019,	01/28/19 7:55 AMreq: ADMIN	Commercial Checleg: 76loc: ISSTAF	k Regis Fjob	ter : 1066094	1 #J302	2prog: 0	IK514 <1.02>rep	Page 1 ort id: CKOCLIST
SELECT Check ID's	and Numbers: 760 ; Check	Dates: 012819						
Check # Register	Payee Names	Description		Key C	bject	Object De	scription	Check Amount
00396710 01/28/19	Air-Ex Air Conditionin	BUILDING IMPROVEMENTS BUILDING IMPROVEMENTS					IMPROVEMENTS IMPROVEMENTS CHECK TOTAL:	12,733.00 41,000.00 53,733.00
		TC	OTAL FOR	STOCK 76	Lagu	na Beach's	s check stock ID	53,733.00
		GRAND TOTAL						53,733.00

LAGUNA BEACH USD 01/30/19 Commercial Check Register Page 1 WED, JAN 30, 2019, 8:16 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
00396711	01/30/19	Advanced Alarm Inc.	ALARM MONITORING	0105477409 5560	ALARM MONITORING CHECK TOTAL:	345.00 345.00
00396712	01/30/19	Air-Ex Air Conditionin	HVAC HVAC HVAC HVAC HVAC HVAC HVAC HVAC	0105477408 5660 0107477408 5660 0108477408 5660 0102477408 5660 0105477408 5660 0105477408 5660 0105477408 5660	HVAC HVAC HVAC HVAC HVAC HVAC	432.20 108.05 324.15 208.62 1,472.00 953.60 1,788.97 373.60 5,661.19
00396713	01/30/19	American Red Cross - H	MISC OUTSIDE VENDOR	0110397140 5860	MISC OUTSIDE VENDOR CHECK TOTAL:	185.90 185.90
00396714	01/30/19	ANTI-DEFAMATION LEAGUE	CONSULTANTS-INSTRUCTIONAL	0102015380 5830	CONSULTANTS-INSTRUCTIONA CHECK TOTAL:	4,000.00 4,000.00
00396715	01/30/19	AR Academics LLC	MISC OUTSIDE VENDOR	0105014730 586	MISC OUTSIDE VENDOR CHECK TOTAL:	4,750.00 4,750.00
00396716	01/30/19	Best Best & Krieger LL	DECEMBER 2018	0104072000 583	5 LEGAL EXPENSE CHECK TOTAL:	676.00 676.00
00396717	01/30/19	BEST Contracting Servi		0105477408 560	9 ROOFING CHECK TOTAL:	22,122.00 22,122.00
00396718	01/30/19	Blue Shield of Califor	FEBRUARY 2019 FEBRUARY 2019 FEBRUARY 2019 FEBRUARY 2019	0102017400 340 0102397400 340 0102017400 340 0102397400 340	1 HEALTH & WELFARE, CERTIF 2 HEALTH & WELFARE, CLASSIF 1 HEALTH & WELFARE, CERTIF 2 HEALTH & WELFARE, CLASSIF CHECK TOTAL:	154,899.62 517.91 1,051.50 76,293.84 232,762.87
00396719	01/30/19	Cintas Corporation Loc	OTHER CUSTODIAL SUPPLIES	0105477409 436	1 OTHER CUSTODIAL SUPPLIES CHECK TOTAL:	207.59 207.59
00396720	01/30/19	COAST TO COAST COMPUTE	PRINTERS <\$250 & INK/SUPPLIES PRINTERS <\$250 & INK/SUPPLIES		2 PRINTERS <\$250 & INK/SUP 2 PRINTERS <\$250 & INK/SUP CHECK TOTAL:	
00396721	01/30/19	Dunn Edwards Paint	MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES		2 MAINTENANCE SUPPLIES 2 MAINTENANCE SUPPLIES CHECK TOTAL:	-69.79 83.64 13.85

LAGUNA BEACH USD 01/30/19 Commercial Check Register Page 2 WED, JAN 30, 2019, 8:16 AM --req: ADMIN----leg: 75 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
00396722	01/30/19		10/8 - LAGUNA PLEIN AIR 10/8 - LAGUNA PLEIN AIR 12/4 - LAGUNA BEACH ART MUSEUM 12/3 - LAGUNA BEACH ART MUSEUM 12/14 - MISSION SAN JUAN CAP 12/13 - RANCHO WILDLIFE 12/19 - ENV NAUTRE CENTER DECEMBER 2018 DECEMBER	010/0155/0 5865	CHARTER BUS-ATHLETIC/FIE	67.94
00396723	01/30/19		EQUIPMENT-NEW >\$5000			
			MISC OUTSIDE VENDOR		O MISC OUTSIDE VENDOR CHECK TOTAL:	
00396725	01/30/19	HIDDLESON LISTENING LA	DECEMBER 2018		9 OTHER THERAPY CHECK TOTAL:	1,125.00 1,125.00
00396726	01/30/19	Intermountain	DECEMBER 2018 DECEMBER 2018 DECEMBER 2018 DECEMBER 2018	0104632210 510 0104632210 588 0104632210 587 0104632210 589	O SUBAGREEMENTS FOR SERVIC 9 OTHER THERAPY 5 TUITION 8 AB3632 ROOM & BOARD CHECK TOTAL:	791.00 8,060.00 2,737.50 1,550.00 13,138.50
00396727	01/30/19		JANUARY 2019	0104632900 587	8 PARENT REIMBURSEMENT (LE CHECK TOTAL:	2,260.00 2,260.00
00396728	01/30/19	Kaiser Foundation Heal	FEBRUARY 2019 FEBRUARY 2019 FEBRUARY 2019	0102017400 340 0102397400 340 0102017400 340	1 HEALTH & WELFARE, CERTIF 2 HEALTH & WELFARE, CLASSIF 1 HEALTH & WELFARE, CERTIF	100,995.26 1,731.35 3,515.16

LAGUNA BEACH USD 01/30/19 Commercial Check Register Page 3 WED, JAN 30, 2019, 8:16 AM ---req: ADMIN-----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
		The second secon	FEBRUARY 2019	0102397400 3402	HEALTH & WELFARE, CLASSIF CHECK TOTAL:	49,743.93 155,985.70
00396729	01/30/19	-	JANUARY 2019 DECEMBER 2018 - EXTENDED DAY		PARENT REIMBURSEMENT (LE PARENT REIMBURSEMENT (LE CHECK TOTAL:	3,950.00 24.00 3,974.00
00396730	01/30/19	Laguna Beach Water Dis	11/14/18 - 1/15/19 11/14/18 - 1/15/19	0105477409 5530 0105477409 5530 0105477409 5530 0106477409 5530 0106477409 5530 0102477409 5530	WATER - UTILITIES CHECK TOTAL:	436.12 1,271.22 40.36 56.11 2,018.11 1,100.11 35.00 85.72 307.11 5,349.86
00396731	01/30/19	Likins, Elizabeth	MILEAGE - JANUARY 2019	0104644575 5210) MILEAGE REIMBURSEMENT CHECK TOTAL:	16.24 16.24
00396732	01/30/19		1/7/19 - 1/11/19 1/14/19 - 1/18/19 1/21/19 - 1/25/19	0104632900 587	3 PARENT REIMBURSEMENT (LE 3 PARENT REIMBURSEMENT (LE 4 PARENT REIMBURSEMENT (LE 6 CHECK TOTAL:	1,625.00 1,625.00 1,625.00 4,875.00
00396733	01/30/19	Matter Hackers Inc.	MATERIALS & SUPPLIES-INSTRUCT	0105114695 431	D MATERIALS & SUPPLIES-INS CHECK TOTAL:	94.82 94.82
00396734	01/30/19	McKinley Elevator Corp	CONTRACT SERVICES CONTRACT SERVICES		O CONTRACT SERVICES O CONTRACT SERVICES CHECK TOTAL:	433.00 235.50 668.50
00396735	01/30/19	REAL INSPIRATIONS INC.	CONSULTANTS-OTHER	0106011008 583	1 CONSULTANTS-OTHER CHECK TOTAL:	2,500.00 2,500.00
00396736	01/30/19	Rite Aid Pharmacy	MISC OUTSIDE VENDOR	0110397140 586	0 MISC OUTSIDE VENDOR CHECK TOTAL:	864.00 864.00
00396737	01/30/19	Rusinkovich, Melinda	MATERIALS & SUPPLIES-INSTRUCT	0107015040 431	O MATERIALS & SUPPLIES-INS CHECK TOTAL:	
00396738	01/30/19	Southern Calif Gas Co.	DECEMBER 2018 DECEMBER 2018		O UTILITIES - HEAT O UTILITIES - HEAT	465.50 51.11

LAGUNA BEACH USD 01/30/19 Commercial Check Register Page 4
WED, JAN 30, 2019, 8:16 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check #	Register	Payee Name	Description	Кеу	Object	Object Description	Check Amount
			DECEMBER 2018 DECEMBER 2018 DECEMBER 2018 JANUARY 2019	0105477 01 0247 7	409 5510	UTILITIES - HEAT CHECK TOTAL:	45.48 431.49 24.28 283.79 1,301.65
00396739	01/30/19	Sparkletts	MISC OUTSIDE VENDOR	0102397	400 5860	MISC OUTSIDE VENDOR CHECK TOTAL:	276.36 276.36
00396740	01/30/19	Western Psychological	TESTS/SCORING	0104613	150 4330	TESTS/SCORING CHECK TOTAL:	45.26 45.26
00396741	01/30/19	CENTRAL RESTAURANT PRO	BUILDING IMPROVEMENTS BUILDING IMPROVEMENTS	4205498 4205498		BUILDING IMPROVEMENTS BUILDING IMPROVEMENTS CHECK TOTAL:	5,040.24 7,553.50 12,593.74
00396742	01/30/19	State of California	BUILDING IMPROVEMENTS	4205498	3008 6230	BUILDING IMPROVEMENTS CHECK TOTAL:	225.00 225.00
				TOTAL FOR STOCK	76 Lagu	ına Beach's check stock ID	608,805.89
			GRAND TOTAL				608,805.89

LAGUNA BEACH USD 01/31/19 Commercial Check Register Page 1
THU, JAN 31, 2019, 8:21 AM ---req: ADMIN-----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check #		Payee Name	Description			Object Description	Check Amount
	01/31/19		EQUIPMENT-NEW \$500-\$5000 MATERIALS & SUPPLIES-INSTRUCT	010201119	0 4410	EQUIPMENT-NEW \$500-\$5000 MATERIALS & SUPPLIES-INS CHECK TOTAL:	1,137.82 86.19 1,224.01
00396744	01/31/19	BLICK ART MATERIALS	MATERIALS & SUPPLIES-INSTRUCT	010601100	8 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	40.70 40.70
00396745	01/31/19	Chastain, Shannon	MATERIALS & SUPPLIES-INSTRUCT	010701504	10 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	200.00 200.00
00396746	01/31/19	Cintas Corporation Loc	OTHER CUSTODIAL SUPPLIES	010847740	9 4361	OTHER CUSTODIAL SUPPLIES CHECK TOTAL:	388.27 388.27
00396747	01/31/19	Copy & Print Center	OUTSIDE PRINTING	01060910	08 5870	OUTSIDE PRINTING CHECK TOTAL:	146.10 146.10
00396748	01/31/19	Cox Communications	JANUARY 2019	01060910	08 5860	MISC OUTSIDE VENDOR CHECK TOTAL:	15.35 15.35
00396749	01/31/19	de Encio, Jennifer	1/25 - TOTY MRETING	01103971	10 5220	TRAVEL & CONFERENCE CHECK TOTAL:	20.18 20.18
00396750	01/31/19	Dunn Edwards Paint	MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES			MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES CHECK TOTAL:	40.01 57.47 97.48
00396751	01/31/19	Ganahl Lumber	MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES PLUMBING REPAIRS	01054774	08 4362	MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES PLUMBING REPAIRS CHECK TOTAL:	178.36 8.58 24.45 211.39
00396752	01/31/19	JFK Transportation	CHARTER BUS-ATHLETIC/FIELD TRI CHARTER BUS-ATHLETIC/FIELD TRI CHARTER BUS-ATHLETIC/FIELD TRI CHARTER BUS-ATHLETIC/FIELD TRI CHARTER BUS-ATHLETIC/FIELD TRI CHARTER BUS-ATHLETIC/FIELD TRI	P 01053110 P 01053110 P 01053110 P 01053110	75 586! 75 586! 75 586! 75 586!	5 CHARTER BUS-ATHLETIC/FIE 5 CHARTER BUS-ATHLETIC/FIE 5 CHARTER BUS-ATHLETIC/FIE 5 CHARTER BUS-ATHLETIC/FIE	393.00 523.00 300.00 393.00 390.00 2,302.00
00396753	01/31/19	JW Peppar	MATERIALS & SUPPLIES-INSTRUCT	01060110 01050110 01060110	08 431 12 431 08 431	O MATERIALS & SUPPLIES-INS	82.95 58.19 38.70

LAGUNA BEACH USD 01/31/19 Commercial Check Register Page 2
THU, JAN 31, 2019, 8:21 AM --req: ADMIN----leg: 76 ----log: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKCCLIST

Check #	Register	Payee Name	Description	Key Object	Object Description	Check Amount
			MATERIALS & SUPPLIES-INSTRUCT	0105011012 4310	MATERIALS & SIIDDLIES-INS	-264.00 51.96
00396754	01/31/19	Margaretich, Kathleen	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0107011005 4310 0107011005 4310	MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS CHECK TOTAL:	64.11 67.59 131.70
00396755	01/31/19	Myriad Sensors Inc.	MATERIALS & SUPPLIES-INSTRUCT	0105011012 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	185.02 185.02
00396756	01/31/19	NICK RAIL MUSIC	MATERIALS & SUPPLIES-INSTRUCT	0105011012 4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	40.76 40.76
00396757	01/31/19	SAGE Publications Inc.	OTHER BOOKS	0109397150 4220	O OTHER BOOKS CHECK TOTAL:	44.07 44.07
00396758	01/31/19	U.S. Bank National Ass	REFRESHMENTS - NOT FOOD SERV OTHER BOOKS MISC OUTSIDE VENDOR REFRESHMENTS - NOT FOOD SERV MATERIALS & SUPPLIES-INSTRUCT MISC OUTSIDE VENDOR REFRESHMENTS - NOT FOOD SERV GENERAL SUPPLIES-NON INSTRUCT TRAVEL & CONFERENCE MISC OUTSIDE VENDOR TRAVEL & CONFERENCE REFRESHMENTS - NOT FOOD SERV MATERIALS & SUPPLIES-INSTRUCT TRAVEL & CONFERENCE MISC OUTSIDE VENDOR ANNUAL SOFTWARE LICENSE FEE MISC OUTSIDE VENDOR MATERIALS & SUPPLIES-INSTRUCT TRAVEL & CONFERENCE MISC OUTSIDE VENDOR ANNUAL SOFTWARE LICENSE FEE MISC OUTSIDE VENDOR MATERIALS & SUPPLIES-INSTRUCT TRAVEL & CONFERENCE REFRESHMENTS - NOT FOOD SERV TRAVEL & CONFERENCE	0105091012 4340 0110705380 4220 0105015590 5860 0101377100 4320 0102015380 4320 010397140 4320 0102013045 4320 0108091005 4320 0108091005 4320 0110397140 5860 0110397140 522 0110397140 522 0110397140 522 0110397140 522 0110397140 522 0110397140 522 0110397140 522 0110397140 522 0110397140 522 0110397140 522 0110397140 522 0110397140 522 0110397140 522 0110397140 522 0110397140 522 0107091005 432 010715040 431 0105014730 586 0113457175 586 0113457175 586 0113015040 431 0105311150 586 0102013045 432 0109397150 522	GENERAL SUPPLIES-NON INS OTHER BOOKS MISC OUTSIDE VENDOR FREFRESHMENTS - NOT FOOD MATERIALS & SUPPLIES-INS MISC OUTSIDE VENDOR FREFRESHMENTS - NOT FOOD GENERAL SUPPLIES-NON INS TRAVEL & CONFERENCE TRAVEL & CONFERENCE FREFRESHMENTS - NOT FOOD MATERIALS & SUPPLIES-INS TRAVEL & CONFERENCE TRAVEL & CONFERENCE MISC OUTSIDE VENDOR MATERIALS & SUPPLIES-INS MISC OUTSIDE VENDOR TRAVEL & CONFERENCE	775.07 15.91 2,450.00 635.04 695.75 47.95 126.35 100.75 64.38 134.50 171.52 446.48 163.17 12.34 595.00 53.64 1,600.50 90.20 161.62 76.70 600.00 108.95 348.00 145.75 703.40 1,166.96 39.25 362.56

LAGUNA BEACH USD 01/31/19 Commercial Check Register Page 3 THU, JAN 31, 2019, 8:21 AM --req: ADMIN----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Check # Register	Payee Name	Description	Key Object	Object Description	Check Amount
		TRAVEL & CONFERENCE REFRESHMENTS - NOT FOOD SERV OTHER BOOKS OTHER BOOKS MATERIALS & SUPPLIES-INSTRUCT GENERAL SUPPLIES-NON INSTRUCT MISC OUTSIDE VENDOR REFRESHMENTS - NOT FOOD SERV MISC OUTSIDE VENDOR TRAVEL & CONFERENCE TRAVEL & CONFERENCE GENERAL SUPPLIES-NON INSTRUCT PUBLICATIONS & JOURNALS MATERIALS & SUPPLIES-INSTRUCT TRAVEL & CONFERENCE TRAVEL & CONFERENCE TRAVEL & CONFERENCE	0109397150 4220 0109397150 4220 0102014100 4310 0106091008 4340 0106015570 5860 0106015570 5860 0101377100 5220 0101377100 5220 0101377100 4340 0101377100 4360 0104613150 4310 0104613150 5220	REFRESHMENTS - NOT FOOD OTHER BOOKS	27.44 90.89 178.56 74.60 399.50 96.00 200.00 638.03 3,546.50 2,843.91 4,790.16 435.17 15.96 31.26 1,320.00 962.82 27,542.54
00396759 01/31/19	UCI Writing Project	TRAVEL & CONFERENCE	0109397150 5220	TRAVEL & CONFERENCE CHECK TOTAL:	675.00 675.00
00396760 01/31/19	VERTICAL TRANSPORT INC	OTHER MAINTENANCE SERVICES OTHER MAINTENANCE SERVICES OTHER MAINTENANCE SERVICES	0105477408 5692	2 OTHER MAINTENANCE SERVIC 2 OTHER MAINTENANCE SERVIC 2 OTHER MAINTENANCE SERVIC CHECK TOTAL:	270.00 810.00 490.00 1,570.00
00396761 01/31/19	U.S. Bank National Ass	GENERAL SUPPLIES-NON INSTRUCT	1302277426 434	O GENERAL SUPPLIES-NON INS CHECK TOTAL:	40.19 40.19
		TOTAL FO	OR STOCK 76 Lag	una Beach's check stock ID	34,926.72
		GRAND TOTAL			34,926.72

Laguna Beach Unified School District

13.h. CONSENT/ACTION

February 12, 2019

Approval: Ratification of Certificated Payroll 7A in the Amount of \$2,200,326.42 Ratification of Classified Payroll 7B in the Amount of \$710,052.39

Proposal

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

- 1. Certificated Payroll 7A in the amount of \$2,200,326.42; and,
- 2. Classified Payroll 7B in the amount of \$710,052.39 for the month of January 2019 totaling \$2,910,378.81.

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 7A in the amount of \$2,200,326.42; and,
- 2. Classified Payroll 7B in the amount of \$710,052.39 for the month of January 2019 totaling \$2,910,378.81.

Laguna Beach Unified School District

13.i. CONSENT/ACTION

February 12, 2019

Approval: Quarterly Report - Board Policy 3002 - Investments

Proposal

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

Background

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

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

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

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

On July 3, 1995, the Office of the Treasury-Tax Collector established a separate bank and custody account entitled the Orange County Educational Investment Pool for public education funds. Available at the District Office for review is the December 2018 Treasurer's Management Report from the Orange County Treasurer's Office and the December 2018, bank statements for District funds held outside the County Treasury.

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

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

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

Budget Impact

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

Recommended Action

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

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

December 31, 2018

As of December 31, 2018, Laguna Beach Unified School District had the following deposits:

At the Orange County Treasury		
General Fund	\$	13,208,470
Adult Education		48,151
Cafeteria Fund		63,604
Special Reserve Other Than C/O		17,167,925
Capital Facilities Fund		94,658
Special Reserve Fund – FRRP		1,780,038
Special Reserve – Aliso Property		5,202,785
Special Reserve – Capital Imp Plan		2,629,632
Total in County Treasury	\$	\$40,195,263
At Wells Fargo Bank		
LBUSD Revolving Cash Account	\$	49,106
Miscellaneous Clearing Account		371,531
Cafeteria Fund Clearing Account		40,140
Thurston Student Body Account - Checking		29,941
Total in Wells Fargo Bank	\$	490,718
At Citizen's Business Bank		
Laguna Beach High School Student Body Account - Checking	\$	90,322
Laguna Beach High School Student Body Account - Savings	-	79,907
Total in Citizen's Business Bank	\$	170,229
At U.S. Bank		
Community Facilities District No. 98-1 (Crystal Cove)	ф	42.001
Bond Administration Fund	\$	43,921
CalPERS		
CERBT Strategy 3	\$	3,002,769

ORANGE COUNTY TREASURER-TAX COLLECTOR

INVESTMENT POOL STATISTICS

FOR THE MONTH AND QUARTER ENDED: December 31, 2018

	INVESTMENT STATIS	STICS	S - By Invest	ment P	ool(''	v			
DESCRIPTION	CURRENT BALA	NCES		Average Days to Maturity	Daily Yield as of 12/31/2018	MONTHLY Gross Yield	QUARTER Gross Yield	Cı	ırrent NAV (4)
COMBINED POOL BALANCES (includes the Extended Fund)									
Orange County Investment Pool (OCIP)	MARKET Value COST (Capital) MONTHLY AVG Balance QUARTERLY AVG Balance BOOK Value) \$? \$? \$	5,008,408,848 5,012,961,261 5,430,555,655 4,687,108,152 5,016,509,479	275	2.15%	2.00%	1.94%		1.00
Orange County Educational Investment Pool (OCEIP)	MARKET Value COST (Capital) MONTHLY AVG Balance QUARTERLY AVG Balance BOOK Value	\$ \$	5,370,720,634 5,376,903,140 4,752,884,924 4,492,687,170 5,380,553,768	306	2.13%	2.05%	2.00%		1.00
	INVESTMENT STATISTI	CS - I	Non-Pooled	Investn	nents ⁽²⁾				
DESCRIPTION	CURRENT BALA	ANCE			INV	ESTMENT E	BALANCES AT C	OST	
Specific Investment									
Funds:	MARKET Value \$ 106,238,584		John Wayne Airport Investment Fund					51,512,1	
283, FVSD, CCCD	COST (Capital) \$ 106,781,116			Fountain Valley School District Fund 40 CCCD Series 2017E Bonds					34,790,7
	MONTHLY AVG Balance \$ 106,494,222		20,478,1						
	QUARTERLY AVG Balance	\$	106,417,284						
	BOOK Value	\$	106,672,698					\$	106,781,11
	MONTH	END	TOTALS		Wilder	15 m /5	- 2 Marie State	Chief Chie	Chi Wale
INVESTM	ENTS & CASH					INVESTM	ENTS & CASH		
COUNTY MONEY MARKET FUND (OCMMF)					-				V V
County Money Market Fund		\$	1,319,969,287	OCIP				\$	5,015,981,19
County Cash & Cash Equivalent			3,019,934	OCEIP					5,377,062,58
EXTENDED FUND			8,046,577,019	Specific	Investmen	t Funds			106,781,11
DUCATIONAL MONEY MARKET FUND (OCEMMF	1	ĺ		Non-Poo	led Cash 8	Cash Equi	valent (4)		21,584,46
Educational Money Market Fund			1,023,318,095						
Educational Cash & Cash Equivalent			159,449						
ION-POOLED INVESTMENTS									
Non-Pooled Investments @ Cost			106,781,116						
Non-Pooled Cash & Cash Equivalent			21,584,461						
		\$ 1	10,521,409,361					\$ 1	0,521,409,36
	KEY BOX	וו פיז	ATISTICS				-		
INTEREST	RATE YIELD	J. 01	Arterios		WFIGH	ITED AVER	AGE MATURITY	(WAM)
Herenco		1	4.000/	001111					40

OCMMF

OCEMMF

JOHN WAYNE AIRPORT WAM

LGIP WAM (Standard & Poors)

1.86%

2.11%

2.31%

1.77%

1.79%

2.39%

OCMMF - MONTHLY GROSS YIELD

OCIP - YTD NET YIELD(3)

OCEIP - YTD NET YIELD(3)

OCEMMF - MONTHLY GROSS YIELD

JOHN WAYNE AIRPORT - MONTHLY GROSS YIELD

90-DAY T-BILL YIELD - MONTHLY AVERAGE

19

48

86

35

Laguna Beach Unified School District

13.j. CONSENT/ACTION

February 12, 2019

Approval:

Concordia University of Irvine Fieldwork Practicum Agreement for School Counselors with Laguna Beach Unified from February 13, 2019, through February 13, 2022

Proposal

Staff proposes the Board of Education approve a fieldwork practicum agreement for school counselors with Concordia University of Irvine from February 13, 2019, through February 13, 2019.

Background

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

Budget Impact

There is no financial impact to the District.

Recommended Action

Staff recommends the Board of Education approve a Fieldwork Practicum Agreement for School Counselors with Concordia University of Irvine from February 13, 2019, through February 13, 2022.



Concordia University Irvine
School of Education
SCHOOL COUNSELOR CANDIDATE
PRACTICUM/FIELDWORK AGREEMENT
Laguna Beach School District
January 14, 2019

This School Counselor Candidate Fieldwork Agreement ("Agreement") is made and entered into as of the execution of the Agreement by both parties (on the "Effective Date") by and between Laguna Beach school District ("School District") located in Laguna Beach , California, and Concordia University") a non-profit religious corporation located in Irvine, California.

RECITALS

- A. School District operates schools within its service area, and employs credentialed school counselors to serve one or more of those schools.
- B. University is an institution of higher learning authorized pursuant to California law to offer education programs, including without limitation, the School Counseling Field Experience program which requires school counseling fieldwork experience to fulfill the credentialing requirements set forth by the California Commission on Teacher Credentialing (the "Program").
- C. School District operates schools which are suitable for University's Program.
 University desires to establish the Program at School District for the students of the University enrolled in the Program. School District desires to support the Program to assist in training students of University.
- D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program at School District schools.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

RESPONSIBILITIES OF UNIVERSITY

- 1.1 <u>Academic Responsibility</u>. University shall develop the curriculum for the Program and shall be responsible for student accreditation and/or approval by any state board or agency.
- 1.2 Number of Students. University shall designate and notify School District of the students who are enrolled and in good standing in the Program to be assigned for field experience at School District in such numbers as are mutually agreed upon between School District and University. University and School District will also mutually agree to the dates and length of the Program.
- 1.3 <u>Orientation</u>. University shall provide orientation to all students and ensure that all students receive instruction and have necessary basic skills prior to the field experience at School District.

- 1.4 <u>Discipline</u>. University shall be responsible for counseling, controlling, disciplining and all activities of students at School District.
- 1.5 <u>Documentation</u>. University shall maintain all attendance and academic records of students participating in the Program. University shall implement and maintain an evaluation process of the students' progress throughout the Program.
- 1.6 <u>Fingerprint and TB Clearance</u>. The University will be responsible for students obtaining fingerprint and TB clearance and maintaining all documentation should proof be requested.

In accordance with California Education Code Section 44320, each credential candidate prior to assignment to District must obtain, at their sole expense, a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that student's receive a Certificate prior to beginning their assignment in the district or hold a valid document issued by the CTC accounting for fingerprint clearance.

In accordance with California Education Code Section 49406, each credential candidate prior to assignment to District must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, prior to beginning the candidate's assignment in the District.

- 1.7 School District Policies and Procedures. University shall ensure that each student is aware of and understands all applicable School District policies and procedures and shall require each student to conform to all such School District policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of School District and University.
- 1.8 <u>Supplies and Equipment</u>. University shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program. University shall also be responsible, as between School District and University, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program.
- 1.9 <u>Confidentiality.</u> All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District and the University shall remain strictly confidential and shall not be disclosed without consent of the other party.

The University shall notify Students that they are responsible for respecting and maintaining the confidentiality of all Student information and law enforcement records which the Student may receive or have access to pursuant to this Agreement. The University shall notify Students that they must agree to comply with the terms and conditions of all applicable confidentiality laws, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the Regulations promulgated thereunder (20 U.S.C. section 1232g; 34 C.F.R. Part 99); California Education Code section 49060 et seq. (pupil records); California Welfare & Institutions Code sections 300 and 600 et seq.; 827 (juvenile justice system records); California Welfare & Institutions Code §5328.6 and §5328.7 (Mental Health Records); and 42 U.S.C. §§290dd-2; (iv) Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Regulations promulgated thereunder

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- (42 U.S.C. Sections 1320d-2 and 1320d-4; 45 C.F.R. Subtitle A, Subchapter C, Parts 160 164), as amended from time to time.
- 1.10 Insurance. University shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on University's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, University agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. University shall ensure that such policies provide for notification to School District at least thirty (30) days in advance of any material modification or cancellation of such coverage. University also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of University working at School District pursuant to this Agreement at all times during the course of this Agreement. University shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter. on an annual basis except, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program.
- 1.11 <u>Accreditation</u>. University shall at all times during the course of this Agreement be accredited, licensed or qualified to offer the Program to students.
- 1.12 <u>Program description</u>: See exhibit A attached for the description of the practicum/fieldwork requirements.

2. RESPONSIBILITIES OF SCHOOL DISTRICT

- 2.1 Access. School District shall permit nonexclusive access to the Program to those students designated by University as eligible for participation in the Program at School District provided such access does not unreasonably interfere with the regular activities at School District. School District agrees to provide qualified students with field experience opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of School District pupils.
- 2.2 <u>Implementation of Program</u>. School District agrees to cooperate with and assist in the planning and implementation of the Program at School District for the benefit of students from University.
- 2.3 <u>Supervision</u>: School District shall provide for the supervision of University students in their field experience at School District school(s) by a properly credentialed school counselor provided by the School District.
- 2.4 <u>Space and Storage</u>. At School District's discretion, it will provide students with a workspace at the School District school(s) and with an acceptable amount of storage space for University's instructional materials for use in the Program, subject to reasonable availability.
- 2.5 Removal of Students. In the event that any University student, in the sole discretion of School District, fails to perform satisfactorily, fails to follow School District policies, procedures and regulations, or fails to meet School District standards for health, safety, security, cooperation or ethical behavior, School District shall have the right

to request that University withdraw the student from the Program. University shall comply with School District's request within five (5) days of receipt of written notice from School District. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to safety or personnel, School District may immediately exclude any student from School District until final resolution of the matter with University.

- 2.6 <u>Documentation</u>. School District agrees to make available to qualified students of University a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules.
- 2.7 <u>Statement of Adequate Staffing.</u> School District acknowledges that it has adequate counseling staffing and that students participating in the Program shall not be required to substitute for any school district contracted employee necessary for reasonable staffing coverage.
- 2.8 <u>Authority</u>. School District shall maintain at all times full authority over and responsibility for care of its pupils and may intervene and/or redirect University students when appropriate or necessary.
- 2.9 Insurance. School District agrees to maintain professional liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School District agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. School District shall ensure that such policies provide for notification to University at least thirty (30) days in advance of any material modification or cancellation of such coverage. School District also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School District working at School District pursuant to this Agreement at all times during the course of this Agreement. School District shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis.

RELATIONSHIP OF THE PARTIES.

- 3.1 <u>Term.</u> The term of this Agreement shall commence as of the Effective Date and shall continue for three (3) years unless terminated sooner as provided herein.
- 3.2 <u>Termination</u>. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, School District will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of said notice by School District, was satisfactorily participating in the Program.
- 3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that University is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between School District and University an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and

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- neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between School District and any University student.
- 3.4 <u>Role of Students</u>. It is not the intention of University or School District that any students occupy the position of third party beneficiary of any obligations assumed by School District or University pursuant to this Agreement.
- 3.5 <u>Publicity</u>. Neither University nor School District shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program without the prior written consent of the other party.
- 3.6 <u>Records.</u> It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of School District.

GENERAL PROVISIONS

- 4.1 Entire Agreement; Amendment. This Agreement contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement.
- 4.2 <u>Assignment</u>. Neither party shall subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of the other party. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.
- 4.3 <u>Indemnification</u>. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its officers, directors, regents, agents, employees, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its officers, directors, regents, agents, employees, students, or subcontractors.
- 4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.
- 4.5 <u>Non-Discrimination</u>. Neither party shall discriminate against any University student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference, except to the extent that religious freedom exemptions apply. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statues and judicial decisions.
- 4.6 <u>Notices</u>. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified

and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

School District:

Laguna Beach School District

625 Park Ave.

Laguna Beach, CA 92651

Attn: Leisa Winston

University:

Concordia University Irvine

1530 Concordia West

Irvine, CA 92612

Attn: Office of the Provost

provost@cui.edu

Copy to General Counsel

- 4.7 <u>Severability</u>. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- 4.8 <u>Waiver</u>. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.
- 4.9 <u>Program Description:</u> Refer to Exhibit A for the description of the practicum and fieldwork program.

SIGNATURE PAGE

THIS AGREEMEN	IT IS ENTERED INTO THIS 13th DAY OF FORMUM, 2019.	
AGREEMENT EFF		
STARTING 1991	DAY OF FORMLY 2019 THROUGH 13th DAY OF FEMILIA, 2022.	
(Three	e year agreement – May be renewed with consent of both parties)	
	SCHOOL DISTRICT:	
Signature:		
Typed Name:	Leisa Winston	
Title:	ASSISTant Superintendent, Human RESCUTE CEPTUL	lx Comm
Date:	•	
	CONCORDIA UNIVERSITY:	
Signature:		
Typed Name:	Dr. Peter Senkbeil - Concordia University, Irvine, CA.	
Date:		

Exhibit A

During the course of the Practicum or Fieldwork experience, the Practicum or Fieldwork experience student will complete the approved Concordia University Practicum or Fieldwork experience portions of the program.

a. The duration for the Practicum or Fieldwork experience will be determined prior by the School District and Concordia University for each Practicum or Fieldwork experience student. It is intended that this Practicum or Fieldwork experience encompass a period of at least one term and will not exceed the time limits as listed below:

Practicum: Not to exceed 1 calendar year

- b. Fieldwork experience: 1 calendar year at full time (non-internship) OR b) 2 calendar years at part-time. The School District and Concordia will cooperatively develop and implement a support system for each Practicum or Fieldwork experience student.
- c. The Practicum or Fieldwork experience student will be provided experience and practice in the school and classroom. Anticipated duties are listed below. Duties will vary according to available opportunities on the site, as determined by the District. The Practicum/Fieldwork experience activities will be determined using the Planning Document based upon the California Standards for the Counseling Profession.

Practicum Duties – 100 hours required (University/School District-level):

- 1) Peer counseling related to university or college program practicum course
- 2) Personal and career assessment
- 3) Personal counseling experience in either individual or group context
- 4) School-based programs serving parents and family members
- 5) Community service programs serving children and families
- 6) School related experience such as "shadowing" a school counselor, observing classroom instruction, attending district and school-based meetings, and become familiar with school-based community resources
- 7) Become familiar with special needs students; Gifted and Talented programs; attend/observe IEP/504 meetings; assessment and evaluation activities; Common Core instructional activities; Student Study teams; master schedule activities; etc.

Fieldwork Experience Duties – 600 hours required (University/District-level):

- 1) Continue to participate in any duties or activities listed under the practicum section
- 2) Perform functions of school counselors in school counseling domains
- 3) Work with diversity programs
- 4) Work with the development and implementation of a program that addresses diversity issues
- 5) Work with individuals and groups of a racial and ethnic background different from that of the candidate
- 6) Gain experience at two different settings: elementary, middle school, or high school
- 7) Participate in group supervision throughout the Fieldwork experience

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13.k. CONSENT/ACTION

February 12, 2019

Approval: Azusa Pacific University Agreement for Educational Fieldwork with Laguna Beach Unified from February 1, 2019, through June 30, 2023

Proposal

Staff proposes the Board of Education approve an Educational Fieldwork Agreement with Azusa Pacific from February 1, 2019, through June 30, 2023.

Background

The District routinely enters into agreements with various local universities in order to provide the educational fieldwork experience to students in the area student teaching, administration and/or pupil services.

Budget Impact

If selected, school psychologist interns receive a \$3,500 annual stipend. There is no budget impact for other fieldwork.

Recommended Action

Staff recommends the Board of Education approve an Educational Fieldwork Agreement with Azusa Pacific from February 1, 2019, through June 30, 2023.



MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT entered into by and between Azusa Pacific University, hereinafter called the UNIVERSITY and Laguna Beach Unified School District, hereinafter called the DISTRICT:

WITNESSETH

WHEREAS, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, the University operates fully-accredited educational programs for its candidates; and

WHEREAS, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the University's candidates at the District's facilities.

NOW, THEREFORE, it is mutually agreed upon between the parties as follows:

GENERAL TERMS AND CONDITIONS

- 1. Term. The term of this agreement shall commence on February 1, 2018 and terminate on June 30, 2023.
- 2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, candidates who have not yet completed their K-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a candidate from the K-12 setting at any time.
- 3. Amendments. The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.
- 4. **Execution.** This agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any Party who signed it.

5. Insurance.

- a. The District shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. The University shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees and candidates.
- b. The District shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees and agents. The University shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees, agents, and candidates. The District shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees and agents. The University shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees, agents, and candidates.
- c. The District maintains proof of all insurance coverage and will provide said proof to the University upon request. The University maintains proof of all insurance coverage and will provide said proof to the District upon request.
- d. The employment status of candidates and the responsibility for insurance coverage for candidate activities depends upon the status of the candidates as set forth below:
 - i. Candidates Participating in Unpaid K-12 Educational Field Experience not at Candidate's Place of Employment: If the University's candidates are participating in an unpaid K-12 educational field experience not at his or her place of employment, it is understood that the University's candidates are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's candidates do not thereby become employees of the District by virtue of their field experience. The University shall be responsible for providing insurance coverage for such candidates, pursuant to Sections 5.a and 5.b of this agreement.
 - ii. Candidates Participating in Unpaid K-12 Educational Field Experience at Candidate's Place of Employment: If the University's candidates are participating in an unpaid internship or field experience at his or her place of employment, it is understood by that the University and the District shall keep the field experience and work duties of the University's candidates strictly separate. The University shall be responsible for providing insurance coverage for such candidates' field experience pursuant to Section 5.a and 5.b of this agreement. The District shall be responsible for providing insurance coverage for such candidates' activities as a District employee pursuant to Section 5.a and 5.b of this agreement.
 - iii. Candidates Participating in Paid K-12 Educational Field Experience: If the University's candidates are provided with a nominal stipend from the District intended to reimburse them for estimated expenses related to their field experience, the University's candidates do not thereby become employees of the District, and the University shall be responsible for providing insurance coverage for such

candidates pursuant to Sections 5.a and 5.b of this agreement; however, the District shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the University's candidates are paid by the District for their services, then they become employees of the District, and the District is responsible for all employee obligations and for insuring the activities of such candidates under Section 5.a and 5.b of this agreement.

6. Confidentiality.

- a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District or the project shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify candidates that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.
- b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those persons have a legitimate interest in the information; (d) the District will not disclose the candidate records of the University's candidates except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.
- 7. **Non-Discrimination.** The University and the District agree to make no distinction among candidates covered by this agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran.
- 8. **Transportation of Students.** Neither the University nor the District will provide transportation for candidates between the University and the District school. Each candidate shall be responsible for his or her transportation.
- 9. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's candidates while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and candidates of the University within the prescribed framework.

10. Indemnification.

- a. The University shall indemnify, save and hold harmless the District, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorneys fees) that may arise out of negligent acts or omissions of the University, and its trustees, officers, directors, candidates and employees during the course and scope of a University candidate's clinical training.
- b. The District shall indemnify, save and hold harmless the University, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorneys fees) that may arise out of negligent acts or omissions of the District, and its trustees, officers, directors, or employees during the course and scope of a University candidate's clinical training.

11. Scope of Work.

TEACHER EDUCATION FIELD EXPERIENCE

"Field Experience" as used herein refers to brief (eight week) periods in which a candidate, enrolled in field experience embedded courses in the university teacher preparation program, observes and interacts with students in small group settings and may have limited whole class involvement under the direct supervision and instruction of one or more classroom host teachers. The candidate is not required to teach whole class lessons independently but is encouraged to aid the teacher, if asked. The candidate may be required to observe in a variety of settings to meet course expectations and will document 15 hours of field experience per each field experience embedded course. Field Experience is not commensurate with Student Teaching.

Field Experience is to be completed under the direct supervision of a host teacher(s) who currently hold(s) a valid Clear Teaching Credential in the content area for which they are providing supervision and have a minimum of three years of content area K-12 teaching experience. It is the expectation that the classroom where candidates complete field experience will consist of K-12 students and include students who are English Learners, students on an IEP or 504 Plan, students who qualify for GATE, and/or students from an underserved group. The classroom curriculum must align with California's adopted content standards and frameworks. At the conclusion of the Field Experience, the host teacher(s) will be asked to complete a short disposition rating scale on the candidate's disposition and performance during the field experience hours.

The University will ensure candidates who participate in field experience have met the requirements of (a) California Basic Skills requirement, (b) possessing a valid certificate of clearance, and (c) current enrollment in a field experience embedded course. The University will provide support to the candidate through the direction and discussion provided within the field experience embedded course. Assignments directly related to the candidate's field experience, in the form of reflection logs and written assignments, will be required and evaluated by the course instructor.

TEACHER EDUCATION STUDENT TEACHING

"Student teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District (a) holding a valid Clear Teaching Credential in the content area for which they are providing supervision and have a minimum of three years of content area K-12 teaching experience. The district supervisor must have demonstrated exemplary teaching practices as determined by the District and University.

The University shall provide district employed supervisors a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District shall provide teaching experience through student teaching in schools and classes of the district for candidates who are assigned by the University to student teaching in schools or classes of the District. Classrooms where candidates complete students teaching must include K-12 students who are English Learners; on an IEP, 504 Plan or GATE; and students from underserved groups. Such student teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District as the District and the University through their duly authorized representatives may agree upon. It is understood that the matching of candidate and district-employed supervisor must be a collaborative process between the school district and the university.

The University recognizes for the purposes of implementing the video requirement for the Teaching Performance Assessment (TPA), the University places candidates only where the candidate is able to record his/her teaching with K-12 students. The University requires candidates to affirm that the candidate has followed all applicable video policies of the District for the TPA task requiring a video.

The District recognizes the importance of facilitating placements that allow candidates to complete the Teaching Performance Assessment (TPA), and has necessary policies and procedures in place related to the appropriate use of video for instruction and assessment.

The District may, for good cause, refuse to accept for student teaching any candidate of the University assigned to student teaching in the District and upon request of the District, made for good cause, the University shall terminate the assignment of any candidate of the University to student teaching in the District.

The University will ensure candidates who participate in student teaching have satisfied the additional requirements of (a) meeting the California Basic Skills requirement, (b) demonstrating Subject Matter Competence (or 4/5 of Subject Matter Competence for Undergraduates in an approved Subject Matter Preparation Program), (c) meeting U.S. Constitution, (d) possessing a valid certificate of clearance, (e) have a negative TB test within 2 years of the end date of the student teaching assignment.

"Full-time student teaching" is an assignment for the regular school day (at least seven hours) for 16 weeks including all duties normally performed by a teacher. The 16 weeks aligns with the University's Fall and Spring semesters.

At the secondary level, a full-time assignment is a full school day (at least seven hours) with a minimum of four periods of student teaching, one period of planned observation, and one preparation period for sixteen weeks. For this, the University will pay the District for performance by the District of all services required at the rate of two hundred dollars (\$200) for each full-time student teacher.

For special education, a full-time assignment is a full school day (at least seven hours) in an appropriate mild/moderate or moderate/severe setting for sixteen weeks. For this, the University will pay the District for performance by the District of all services required at the rate of two hundred dollars (\$200) for each full-time student teacher.

At the elementary level a full-time assignment is a full school day (at least seven hours) for eight weeks in a primary (K-3) classroom and eight weeks in an intermediate (4-6) classroom. For this, the University will pay the District for performance by the District of all services required at a rate of one hundred dollars (\$100) for each full-time student teacher.

An assignment of a candidate of the University to student teaching in schools or classes of the District shall be, at the discretion of the University for approximately one semester; a Fall semester to be approximately end of August to beginning of December and a spring semester to be approximately the beginning of January to beginning of May.

Within a reasonable time following the close of each assignment, the University will send a Master Teacher Stipend Summary Sheet to the District and the District shall submit an invoice, to the

University for payment, at the rate provided herein, for all student teaching assignments provided by the District under and in accordance with this agreement during said semester.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY FIELD PROGRAM

The District agrees to appoint a staff member as District Representative to administer the District's responsibilities related to the Program and collaborate with the Coordinator of Field Education for School Counseling and School Psychology in implementing the candidate's field experience at the District. The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as Field Supervisors responsible for direct supervision of assigned candidates. All staff members designated as Field Supervisors shall meet the CCTC criteria for supervising students. In the absence of the Field Supervisor so designated, suitable alternate persons will be designated and available.

The District Representative and Field Supervisors shall be granted with sufficient time to supervise, plan and implement the field experience including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned candidates; (b) provide the physical facilities and equipment necessary to conduct the field experience; (c) provide assigned candidates, whenever possible, with the use of library facilities, reasonable study and storage space; (d) make available to the University a written description of the planned educational program (including objectives)

to be followed during field experience; (e) advise the University of any changes in its personnel, operations or policies which may affect the field experience; (f) permit inspection by the University of the facilities, services available for learning experiences, candidate records, and other items pertaining to the field experience; (g) determine the number of candidates which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; and (h) provide access to the University and its candidates the applicable District rules and regulations with which they are expected to comply.

The District shall evaluate the performance of assigned candidates on a regular basis using the evaluation form supplied by the University or one that is regularly used by the District. The completed evaluation will be forwarded to the University promptly upon conclusion of each candidate's field experience. Notice will be provided to the University, as soon as practical and at least by mid-term of a candidate's field experience, of any serious deficiency noted in the ability of the candidate to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any candidate whose health of performance is a detriment to any patient's well-being or to achievement of the stated objectives of the candidate's field experience. Prior to such termination, the District shall notify the University's Coordinator of Field Education.

The University agrees to appoint a staff member as Coordinator of Field Education to administer the University's responsibilities related to the Program and oversee the candidates' field experience at the District. The Coordinator of Field Education shall be responsible for on-going communication with the District.

The University agrees to assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing (CCTC), Council for the Accreditation of Educator Preparation (CAEP), and National Association of School Psychologists (NASP).

The University agrees to notify the District, at a time mutually agreed upon, of its planned schedule of candidate assignments, including each candidate's name, level of academic preparation, and length and date of the field experiences. The university shall refer to the District only those candidates who have satisfactorily completed the prerequisite didactic portion of the curriculum.

The University agrees to advise assigned candidates regarding appropriate health and professional liability insurance. All candidates will be covered by the University's group professional liability insurance as required by the terms of this agreement.

The University agrees to orient the candidates to the District's requirements for acceptance, and to have assigned candidates provide, prior to commencement of their field assignments, any of the following information as may be required by the District to determine whether the candidates meet the District's requirements for field program participants: (i) health screening information, such as copies of any reports of physical examinations, immunizations, or medical tests; and (ii) background checks, such as a criminal background check, confirmation that the candidate is not a sexual offender or listed in any child abuse registry, or confirmation that the candidate is not on an OIG or GSA exclusion list; and (iii) drug screening.

The University agrees to require assigned candidates to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of field assignment and while on District premises.

The University agrees to supply the District with appropriate forms to be used in evaluating the performance of the assigned students or to accept the forms regularly used by the District.

The University and the District agree to establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY INTERN

The Intern School Counselor or School Psychologist is authorized to assume the functions that are authorized by the Pupil Personnel Services School Counseling or School Psychology Internship Credential.

The University shall ensure candidates in the Internship Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirement of passing the CBEST exam.

The University shall provide a supervisor to work cooperatively with the Intern School Counselor or School Psychologist and site supervisor.

The District shall authorize an appropriately credentialed School Counselor or School Psychologist to supervise the Intern School Counselor or School Psychologist.

The District shall ensure no Intern School Counselor or School Psychologist will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern School Counselor or School Psychologist shall not be less than the minimum base salary paid regularly certificated personnel in similar positions.

The District agrees that the Intern School Counselor or School Psychologist will remain an employee of the District for the term of the issued Internship Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern School Counselor or School Psychologist does not displace other certificated Pupil Personnel Services employees in the District.

ADMINISTRATIVE SERVICES PRELIMINARY FIELD EXPERIENCE

The Administrative Services Preliminary Credential Program can more successfully prepare candidates for leadership roles when there is active collaboration between Districts and the University. To that end, this agreement seeks to ensure that candidates receive adequate guidance, mentoring, and assistance from the candidate's mentor as well as from the university fieldwork supervisor and course instructors, aligned with the standards of the California Commission for Teacher Credentialing.

The District agrees to select a site for the candidate that is conducive to learning the skills of educational and instructional leadership and designate a certified administrator at the candidate's site who has successful leadership experience as a mentor to provide support and counseling to the candidate and to evaluate the candidate's performance in collaborative efforts with the university supervisor. The selected site shall provide opportunities for the candidate to experience responsibilities that are closely related to the job performance requirements of administrators. The designated certified administrator providing supervision shall review and provide input into the Administrative Services Preliminary Credential Program fieldwork materials, activities, assessments, and procedures; complete any and all fieldwork assessments of the candidate in a timely manner; meet with the university fieldwork supervisor as needed to discuss the candidate's progress and professional development needs; and participate in the assessment of the candidate's performance on an ongoing basis.

The District recognizes the importance of facilitating placements that allow candidates to complete the California Administrator Performance Assessment (CalAPA), and has necessary policies and procedures in place related to the appropriate use of video recording to demonstrate evidence of leadership practice.

The University agrees to provide a university fieldwork supervisor that will periodically visit the site or be available via technological means for the candidate, and/or the designated certified administrator to discuss pertinent issues and progress towards established performance expectations. The University agrees to provide guidance to the candidate including conducting seminars related to the fieldwork experience and expectations to complete all fieldwork requirements.

ADMINISTRATIVE SERVICES INTERN

The Intern administrator is authorized to assume the functions that are authorized by the Administrative Services Internship Credential.

The University shall ensure candidates in the Internship Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirements of (a) holding an appropriate clear or life teaching or services prerequisite credential, (b) passing the CBEST exam, and (c) have five years of successful teaching or appropriate service experience.

The University shall provide a supervisor to work cooperatively with the Intern administrator and site supervisor.

The University will ensure that the candidate is consistently enrolled and making progress toward credential and/or degree completion.

The District shall authorize an on-site administrator to supervise the Intern administrator.

The District recognizes the importance of facilitating placements that allow candidates to complete the California Administrator Performance Assessment (CalAPA), and has necessary policies and procedures in place related to the appropriate use of video recording to demonstrate evidence of leadership practice.

The District shall ensure no Intern administrator will have his/her salary reduced by more than one-eighth of the total contracted administrative pay to cover costs of site supervision. The salary of the Intern

administrator shall not be less than the minimum base salary paid regularly certificated administrative personnel in similar positions.

The District agrees that the Intern administrator will remain a management employee of the District for the term of the issued Internship Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern administrator does not displace other certificated administrative employees in the District.

ADMINISTRATIVE SERVICES CLEAR FIELD EXPERIENCE

The Administrative Services Credential Program can more successfully prepare candidates for leadership roles when there is active collaboration between Districts and the University. To that end, this agreement seeks to ensure that candidates receive adequate guidance, mentoring, and assistance from the candidate's mentor as well as from the university fieldwork supervisor, aligned with the standards of the California Commission for Teacher Credentialing.

The District agrees to designate a certified administrator at the candidate's site who has successful leadership experience as a mentor to provide support and counseling to the candidate and to evaluate the candidate's performance in collaborative efforts with the university supervisor. The designated certified administrator providing supervision shall review and provide input into the Clear Administrative Services Credential Program fieldwork materials, activities, assessments, and procedures; complete any and all fieldwork assessments of the candidate in a timely manner; meet with the university fieldwork supervisor as needed to discuss the candidate's progress and professional development needs; and participate in the assessment of the candidate's performance on an ongoing basis.

The University agrees to provide a university fieldwork supervisor that will periodically visit the site or be available via technological means for the candidate, and/or the designated certified administrator to discuss pertinent issues and progress towards established performance expectations. The University agrees to provide guidance to the candidate including conducting seminars related to the fieldwork experience and expectations to complete all fieldwork requirements.

The following signatures hereby indicate approval of this agreement:

Azusa Pacific University	Laguna Beach Unified School District
By	Signature
Name: Rebekah Harris	Printed Name: LEISA WINSTON
Title: Assistant Dean	Title: 1954 Supt Human Resauras & Public Com
Date	Date
Azusa Pacific University	Address: 550 Blumont Street
School of Education	Laguna Beach, ca 92651
P.O. Box 7000	Phone Number: 949-497- 7700

13.1. CONSENT/ACTION

February 12, 2019

Approval:

Classified School Employees Association, Chapter 131, and Laguna Beach Unified School District's Joint Proposal for a Reopeners to the 2018-2021 Collective Bargaining Agreement and Announcement of a Requisite Public Hearing

Proposal

A public hearing was held to present the CSEA Chapter 131 and Laguna Beach Unified School District's Joint Proposal for Reopeners to the 2018-2021 Collective Bargaining Agreement.

Staff proposes the Board of Education approve the CSEA Chapter 131/LBUSD Joint Proposal for a Successor Collective Bargaining Agreement that was presented during the public hearing.

Background

Included with the agenda item is the initial proposal for the 2019-2020 school year, which reflects an Interest Based Bargaining process.

Budget Impact

There no budget impact at this time.

Recommended Action

Staff recommends the Board of Education approve the CSEA Chapter 131/LBUSD Joint Proposal for a Successor Collective Bargaining Agreement that was presented during the public hearing.

13.m. CONSENT/ACTION

February 12, 2019

Approval:

Laguna Beach Unified Faculty Association and Laguna Beach Unified School District's Joint Proposal for Reopeners for the 2017-2020 Collective Bargaining Agreement and Announcement of a Requisite Public Hearing

Proposal

A public hearing was held to present the Laguna Beach Unified Faculty Association (LaBUFA) and Laguna Beach Unified School District's Joint Proposal for Reopeners to the 2017-2020 Collective Bargaining Agreement.

Staff proposes the Board of Education approve the LaBUFA/LBUSD Joint Proposal for a Successor Collective Bargaining Agreement that was presented during the public hearing.

Background

Included with the agenda item is the initial proposal for the 2019-2020 school year, which reflects an Interest Based Bargaining process.

Budget Impact

There no budget impact at this time.

Recommended Action

Staff recommends the Board of Education approve the LaBUFA/LBUSD Joint Proposal for a Successor Collective Bargaining Agreement that was presented during the public hearing.

14. INFORMATION

February 12, 2019

Monthly Financial Update - December 2018

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

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.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT MONTHLY FINANCIAL STATEMENT AS OF DECEMBER 31, 2018

	First Interim @ 12/11/2018	Receipts/ Expenditures YTD	Percent YTD
REVENUES			
Property Taxes/LCFF Hold Harmless/Prop. 30	54,882,761	29,678,435	54%
Federal Revenues	908,680	16,382	2%
Other State Revenues	4,040,163	322,222	8%
Other Local Revenues	3,170,765	1,047,901	33%
Interfund Transfers In	-	-	
TOTAL REVENUE	63,002,369	31,064,940	49%
EXPENDITURES			
Certificated Salaries	23,321,203	7,662,445	33%
Classified Salaries	8,893,616	3,363,141	38%
Employee Benefits	13,791,015	4,848,745	35%
Books & Supplies	3,436,348	1,224,790	36%
Services and Operating Services	10,007,117	4,065,354	41%
Capital Outlay	1,951,396	1,407,738	72%
Other Outgo	397,210	134,326	34%
Transfers Out	3,165,000	3,165,000	100%
TOTAL EXPENDITURES	64,962,905	25,871,538	40%
ADJUSTED BEGINNING BALANCE AS OF 7/1/2018	\$ 9,213,101		
SURPLUS / DEFICIT SPENDING	(1,960,536)		
ENDING FUND BALANCE PROJECTED FOR 6/30/2019	\$ 7,252,565		
SPECIAL PROGRAM EXPENDITURES REPORTING			
Special Education	9,257,990	3,144,075	34%
Technology	2,921,941	1,651,739	57%
4CLE	1,030,109	791,646	77%
Ongoing & Major Maintenance Account	2,759,607	1,368,331	50%
Facilities Repair & Replacement Program (Fund 4040)	898,822	646,194	72%
Capital Improvement Plan (Fund 4042)	2,200,000	1,878,064	85%

LAGUNA BEACH UNIFIED SCHOOL DISTRICT FISCAL YEAR 2018-19 FIRST INTERIM

COMPONENTS OF ENDING FUND BALANCE

2	-	ral	E.,	nd
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- -				\$	7,252,565
Nonspendable - (Revolving Cash)	\$	50,000			
Restricted - (Categorical Programs)					
Routine Restricted Maintenance		2,601,700			
Committed					
Assigned					
Potential One-Time Expenditures Including: District Goals, Textbooks, Special Education, Litigation, Furniture & Equipment, Facilities and Retirement Incentive.		1,300,865			
Unassigned / Unappropriated					
Reserve for Economic Uncertainties = 5% State required reserve for economic uncertainty 3% Local requirement under Policy 3101: Financial Reserves 2%		3,300,000			
Fund Balance				6	7,252,565
Fund Balance Education Code Section 42127(a)(2)(B) requires a statement of t assigned and unassigned ending fund balances in excess of the uncertainties for each fiscal year identifie	minimu	ım reserve st		he n	eed for
Education Code Section 42127(a)(2)(B) requires a statement of t assigned and unassigned ending fund balances in excess of the	minimu ed in the	ım reserve st		he n	eed for
Education Code Section 42127(a)(2)(B) requires a statement of t assigned and unassigned ending fund balances in excess of the uncertainties for each fiscal year identified General Fund Expenditures General Fund Transfers Out to Other Funds	minimu ed in the	m reserve state budget. 61,797,905 3,165,000		he n	eed for
Education Code Section 42127(a)(2)(B) requires a statement of t assigned and unassigned ending fund balances in excess of the uncertainties for each fiscal year identified General Fund Expenditures General Fund Transfers Out to Other Funds General Fund Expenditures and Transfers	minimu ed in the	m reserve state budget. 61,797,905 3,165,000		he no	eed for
Education Code Section 42127(a)(2)(B) requires a statement of t assigned and unassigned ending fund balances in excess of the uncertainties for each fiscal year identified. General Fund Expenditures General Fund Transfers Out to Other Funds General Fund Expenditures and Transfers Assigned Potential Onetime Expenditures District Goals, Textbooks, Special Education, Litigation, Furniture & Equipment, Facilities and	minimu ed in the	m reserve state budget. 61,797,905 3,165,000	andard fo	he no	eed for onomic
Education Code Section 42127(a)(2)(B) requires a statement of t assigned and unassigned ending fund balances in excess of the uncertainties for each fiscal year identified. General Fund Expenditures General Fund Transfers Out to Other Funds General Fund Expenditures and Transfers Assigned Potential Onetime Expenditures District Goals, Textbooks, Special Education, Litigation, Furniture & Equipment, Facilities and Retirement Incentive.	minimu ed in the	m reserve state budget. 61,797,905 3,165,000	andard fo	he no	eed for onomic
Education Code Section 42127(a)(2)(B) requires a statement of t assigned and unassigned ending fund balances in excess of the uncertainties for each fiscal year identified. General Fund Expenditures General Fund Transfers Out to Other Funds General Fund Expenditures and Transfers Assigned Potential Onetime Expenditures District Goals, Textbooks, Special Education, Litigation, Furniture & Equipment, Facilities and Retirement Incentive. Unassigned	minimu ed in the	m reserve state budget. 61,797,905 3,165,000	2.0%	he no	eed for onomic

LAGUNA BEACH UNIFIED SCHOOL DISTRICT MONTH ENDING CASH BALANCE AS OF DECEMBER 31, 2018

	Revenue	Expenditures	Assets/Liability Changes	Monthly Cash Flow Change	Month Ending Cash Balance
7/1/2018					10,437,940.66
JULY	1,117,602.99	(1,952,529.13)	(1,725,732.84)	(2,560,658.98)	7,877,281.68
AUGUST	167,935.64	(3,286,365.52)	(509,742.70)	(3,628,172.58)	4,249,109.10
SEPTEMBER *	1,223,879.05	(5,496,388.09)	5,765,991.14	1,493,482.10	5,742,591.20
OCTOBER	599,187.32	(5,641,113.97)	692,289.24	(4,349,637.41)	1,392,953.79
NOVEMBER	9,313,582.87	(4,899,110.34)	(431,056.23)	3,983,416.30	5,376,370.09
DECEMBER *	18,642,752.23	(4,596,030.65)	(6,214,621.28)	7,832,100.30	13,208,470.39
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
YTD	31,064,940.10	(25,871,537.70)	(2,422,872.67)	2,770,529.73	

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

			2018-19
	Month Ending	Ρ	rojected Ending
	Cash Balance		Fund Balance
FUND 01	\$ 13,208,470.39	\$	7,252,565.00
FUND 11	48,150.73		92,075.00
FUND 13	63,604.08		13,527.00
FUND 17	17,167,925.05		17,297,615.00
FUND 25	94,657.79		185,642.00
FUND 4040	1,780,038.41		1,378,217.00
FUND 4041	5,202,785.46		5,245,566.00
FUND 4042	 2,629,632.20		2,324,848.00
	\$ 40,195,264.11	\$	33,790,055.00

INTERFUND TRANSFERS

	Transfer From		
	-	General Fund	
Transfer To		(Fund 01)	
Cafeteria Fund (Fund 13)	\$	165,000.00	
Special Reserve Other Than Capital Outlay (Fund 17)		500,000.00	
Special Reserve for Capital Outlay - Facilities Repair & Replacement			
Program (Fund 4040)		1,000,000.00	
Special Reserve for Capital Outlay - Capital Improvement Plan (Fund 4042)		1,500,000.00	
	\$	3,165,000.00	

LAGUNA BEACH UNIFIED SCHOOL DISTRICT CERBT Strategy 3 Entity # SKBS-1700217302-001 QUARTER ENDED DECEMBER 31, 2018



Market Value Summary:	(QTD Current Period	Fiscal Year to Date
Beginning Balance	\$	3,124,798.90	\$ 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		(122,383.34)	(103,697.19)
Administrative Expenses		(373.74)	(760.40)
Investment Expenses		(273.24)	(555.93)
Other		0.00	0.00
Ending Balance	\$	3,001,768.58	\$ 3,001,768.58
FY End Contrib per GASB 74 Para 22		0.00	0.00
FY End Disbursement Accrual		0.00	0.00
Grand Total	\$	3,001,768.58	\$ 3,001,768.58

Transaction Detailer	Cantaikutiana	Quarter
Transaction Details:	Contributions	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
	2,733,535.00	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

FUND DESCRIPTIONS

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

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

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

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

GL 220 Balance Sheet

Subfund: 0101 GENERAL FUND

YTD For Month Ending: 12/31/2018

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	13,208,470.39	· · · · · · · · · · · · · · · · · · ·
REVOLVING CASH ACCOUNT	9130	50,000.00	
ACCOUNTS RECEIVABLE MANUAL	9205	8,522.70	
DUE FROM GRANTOR GOVERNMENTS	9290	959,620.92	
MID MONTH PAYROLL	9360	157,042.76	
Total Assets:			14,383,656.77
LIABILITIES			
ACCOUNTS PAYABLE MANUAL	9510	156,743.31	
ACCTS PAY AUTOMATIC	9519	-186,985.97	
CA USE TAX LIABILITY	9552	7,396.11	
Total Liabilities:		-22,846.55	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	9,213,100.92	
Total Beginning Fund Balance:		9,213,100.92	
Excess Revenue Over Expenditures:		5,193,402.40	
Total Fund Balance:		14,406,503.32	
Total Liabilities & Fund Balance:			14,383,656.77
Difference (Error):			0.00

Version: 051007

Report: GL220

Date: 1/9/2019 P127 Time: 1:50:26AM

GL275 Income Statement

Subfund: 0101 GENERAL FUND

YTD For Month Ending: 12/31/2018

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	618,286.40	
Property Tax	(8020-8079)	29,060,148.67	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	16,381.84	
Other State Revenue	(8300-8599)	322,222.15	
Other Local Revenue	(8600-8799)	1,047,901.04	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			31,064,940.10
EXPENDITURES			
Certificated Salaries	(1000-1999)	7,662,445.05	
Classified Salaries	(2000-2999)	3,363,140.59	
Employee Benefits	(3000-3999)	4,848,744.97	
Supplies and Services	(4000-5999)	5,290,143.68	
Capital Outlays	(6000-6999)	1,407,737.75	
Other Outgo	(7000-7399)	134,325.66	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	3,165,000.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			25,871,537.70
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER E	XPENDITURES		5,193,402.40
BEGINNING FUND BALANC	E (9791)	9,213,100.92	
BEGINNING ADJUSTED BAI	LANCE (9793)	0.00	
BEGINNING RESTATED BAI	LANCE (9795)	0.00	
TOTAL BEGINNING FUND B	ALANCE		9,213,100.92

Version: 112906 Date: 1/9/2019P128 MONTHLY FINANCIAL REPORT

Report: GL275

Time: 2:08:07AM 7 of 21

GL 220 Balance Sheet

Subfund: 1111 ADULT EDUCATION

YTD For Month Ending: 12/31/2018

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	48,150.73	
Total Assets:			48,150.73
LIABILITIES			
CA USE TAX LIABILITY	9552	-1.39	
Total Liabilities:		-1.39	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	92,075.24	
Total Beginning Fund Balance:		92,075.24	·
Excess Revenue Over Expenditures:		-43,923.12	
Total Fund Balance:		48,152.12	
Total Liabilities & Fund Balance:			48,150.73
Difference (Error):			0.00

Report: GL220 Version: 051007

Date: 1/9/2019P129 Time: 1:50:26AM

GL275 Income Statement

Subfund: 1111 ADULT EDUCATION

YTD For Month Ending: 12/31/2018

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit	- 		
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	505.60	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			505.60
EXPENDITURES			
Certificated Salaries	(1000-1999)	9,986.50	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	2,044.48	
Supplies and Services	(4000-5999)	32,397.74	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			44,428.72
otal Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER E	XPENDITURES		-43,923.12
BEGINNING FUND BALANC	E (9791)	92,075.24	
BEGINNING ADJUSTED BAI	LANCE (9793)	0.00	
BEGINNING RESTATED BAI	LANCE (9795)	0.00	
TOTAL BEGINNING FUND B	ALANCE		92,075.24
ENDING	FUND BALANCE		48,152.12

Report: GL275 Version: 112906 Date: 1/9/2019P130 MONTHLY FINANCIAL REPORT Time: 2:08:07AM

GL 220 Balance Sheet

Subfund: 1313 CAFETERIA

YTD For Month Ending: 12/31/2018

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	63,604.08	
REVOLVING CASH ACCOUNT	9130	1,295.00	
STORES-CAFETERIA FUND ONLY	9321	12,232.00	
Total Assets:			77,131.0
LIABILITIES			_
Total Liabilities:		0.00	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	18,212.00	
Total Beginning Fund Balance:		18,212.00	
Excess Revenue Over Expenditures:		58,919.08	
Total Fund Balance:		77,131.08	
Total Liabilities & Fund Balance:			77,131.08
Difference (Error):			0.00

Date: 1/9/2019 P131

Time: 1:50:26AM

GL275 Income Statement

Subfund: 1313 CAFETERIA

YTD For Month Ending: 12/31/2018

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	26,871.90	
Other State Revenue	(8300-8599)	26.28	
Other Local Revenue	(8600-8799)	177,716.83	
Interfund Transfers In	(8910-8929)	165,000.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			369,615.01
XPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	164,745.16	
Employee Benefits	(3000-3999)	38,468.62	
Supplies and Services	(4000-5999)	107,482.15	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			310,695.93
otal Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EX	KPENDITURES	·	58,919.08
BEGINNING FUND BALANCE	E (9791)	18,212.00	
BEGINNING ADJUSTED BAL	ANCE (9793)	0.00	
BEGINNING RESTATED BAL	ANCE (9795)	0.00	
TOTAL BEGINNING FUND BA	ALANCE		18,212.00
ENDING I	FUND BALANCE		77,131.08

Date: 1/9/2019 P132 MONTHLY FINANCIAL REPORT

Time: 2:08:07AM

Report: GL275

Version: 112906

GL 220 Balance Sheet

Subfund: 1717 Special Reserve Other Than C/O

YTD For Month Ending: 12/31/2018

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	17,167,925.05	
Total Assets:			17,167,925.05
FUND BALANCE			
BEGINNING FUND BALANCE	9791	16,567,614.68	
Total Beginning Fund Balance:		16,567,614.68	
Excess Revenue Over Expenditures:		600,310.37	
Total Fund Balance:		17,167,925.05	
Total Liabilities & Fund Balance:			17,167,925.05
Difference (Error):			0.00

Date: 1/9/2019 P1 33

Time: 1:50:26AM

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Report: GL220

MONTHLY FINANCIAL REPORT

GL275 Income Statement

Subfund: 1717 Special Reserve Other Than C/O

YTD For Month Ending: 12/31/2018

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	100,310.37	
Interfund Transfers In	(8910-8929)	500,000.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			600,310.37
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	0.00	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			0.00
otal Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER E	XPENDITURES		600,310.37
BEGINNING FUND BALANC	E (9791)	16,567,614.68	
BEGINNING ADJUSTED BAL	ANCE (9793)	0.00	
BEGINNING RESTATED BAL	` ,	0.00	
TOTAL BEGINNING FUND B	, ,		16,567,614.68
ENDING	FUND BALANCE		17,167,925.05

Date: 1/9/2019 **P134** Time: 2:08:07AM

MONTHLY FINANCIAL REPORT

Version: 112906

GL 220 Balance Sheet

Subfund: 2525 CAPITAL FACILITIES

YTD For Month Ending: 12/31/2018

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	94,657.79	
Total Assets:			94,657.79
FUND BALANCE			
BEGINNING FUND BALANCE	9791	51,668.25	
Total Beginning Fund Balance:		51,668.25	
Excess Revenue Over Expenditures:		42,989.54	=
Total Fund Balance:		94,657.79	
Total Liabilities & Fund Balance:			94,657.79
Difference (Error):			0.00

Version: 051007 MONTHLY FINANCIAL REPORT Date: 1/9/2019 P135

Report: GL220

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GL275 Income Statement

Subfund: 2525 CAPITAL FACILITIES

YTD For Month Ending: 12/31/2018

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	62,610.54	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			62,610.54
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	3,876.00	
Capital Outlays	(6000-6999)	15,745.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			19,621.00
otal Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER E	XPENDITURES		42,989.54
BEGINNING FUND BALANC	E (9791)	51,668.25	-
BEGINNING ADJUSTED BAI	_ANCE (9793)	0.00	
BEGINNING RESTATED BAI	_ANCE (9795)	0.00	
TOTAL BEGINNING FUND B	ALANCE		51,668.25
ENDING	FUND BALANCE		94,657.79

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MONTHLY FINANCIAL REPORT

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GL 220 Balance Sheet

Subfund: 4040 SPECIAL RESERVE FAC REPAIR/RPL

YTD For Month Ending: 12/31/2018

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	1,780,038.41	
Total Assets:			1,780,038.4
LIABILITIES			
ACCOUNTS PAYABLE MANUAL	9510	157,132.57	
Total Liabilities:		157,132.57	<u>.</u>
FUND BALANCE			
BEGINNING FUND BALANCE	9791	1,261,039.10	
Total Beginning Fund Balance:		1,261,039.10	
Excess Revenue Over Expenditures:		361,866.74	
Total Fund Balance:		1,622,905.84	
Total Liabilities & Fund Balance:			1,780,038.41
Difference (Error):			0.00

Date: 1/9/2019 P137

MONTHLY FINANCIAL REPORT

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GL275 Income Statement

Subfund: 4040 SPECIAL RESERVE FAC REPAIR/RPL

YTD For Month Ending: 12/31/2018

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	8,060.41	
Interfund Transfers In	(8910-8929)	1,000,000.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			1,008,060.41
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	1,100.00	
Capital Outlays	(6000-6999)	645,093.67	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			646,193.67
otal Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER E	XPENDITURES		361,866.74
BEGINNING FUND BALANC	E (9791)	1,261,039.10	
BEGINNING ADJUSTED BAL	ANCE (9793)	0.00	
BEGINNING RESTATED BAL	ANCE (9795)	0.00	
TOTAL BEGINNING FUND B	ALANCE		1,261,039.10
ENDING	FUND BALANCE		1,622,905.84

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GL 220 Balance Sheet

Subfund: 4041 SPECIAL RESERVE ALISO PROPERTY

YTD For Month Ending: 12/31/2018

	Object	Amount	Totals
ASSETS			· ·
CASH IN COUNTY TREASURY (AUTO)	9110	5,202,785.46	
Total Assets:			5,202,785.46
FUND BALANCE			
BEGINNING FUND BALANCE	9791	5,164,736.19	
Total Beginning Fund Balance:		5,164,736.19	
Excess Revenue Over Expenditures:		38,049.27	
Total Fund Balance:		5,202,785.46	
Total Liabilities & Fund Balance:			5,202,785.46
Difference (Error):			0.00

MONTHLY FINANCIAL REPORT Date: 1/9/2019 P139

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GL275 Income Statement

Subfund: 4041 SPECIAL RESERVE ALISO PROPERTY

YTD For Month Ending: 12/31/2018

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	38,049.27	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			38,049.27
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	0.00	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			0.00
otal Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EX	(PENDITURES		38,049.27
BEGINNING FUND BALANCE	(9791)	5,164,73 6.19	
BEGINNING ADJUSTED BAL	ANCE (9793)	0.00	
BEGINNING RESTATED BAL	ANCE (9795)	0.00	
TOTAL BEGINNING FUND BA	ALANCE		5,164,736.19
ENDING F	UND BALANCE		5,202,785.46

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GL 220 Balance Sheet

Subfund: 4042 SPECIAL RESERVE CAP IMP PLAN

YTD For Month Ending: 12/31/2018

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	2,629,632.20	
Total Assets:			2,629,632.20
LIABILITIES			
ACCOUNTS PAYABLE MANUAL	9510	75.15	
Total Liabilities:		75.15	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	2,989,847.83	
Total Beginning Fund Balance:	,	2,989,847.83	
Excess Revenue Over Expenditures:		-360,290.78	
Total Fund Balance:		2,629,557.05	
Total Liabilities & Fund Balance:			2,629,632.20
Difference (Error):			0.00

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GL275 Income Statement

Subfund: 4042 SPECIAL RESERVE CAP IMP PLAN

YTD For Month Ending: 12/31/2018

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	17,773.40	
Interfund Transfers In	(8910-8929)	1,500,000.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			1,517,773.40
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	214.50	
Capital Outlays	(6000-6999)	1,877,849.68	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			1,878,064.18
otal Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			-360,290.78
BEGINNING FUND BALANCE (9791)		2,989,847.83	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			2,989,847.83
ENDING	FUND BALANCE		2,629,557.05

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Laguna Beach Unified School District

15. INFORMATION

February 12, 2019

Presentation of 2019 Facilities Master Plan Update

Proposal

Staff will present information related to updates in the Ten Year Facilities Master Plan. The presentation will highlight significant changes and updates for scheduled projects identified in the 2018 action plan update. All proposed changes are based on a comprehensive review and assessment by facilities staff and ongoing feedback from each site's administration.

Background

The Board approved a Ten Year Facilities Master Plan on January 27, 2015. The plan consists of large repair/maintenance projects, including roofing and mechanical replacements, as well as proposed capital projects such as classroom additions. The initial Master Plan was built on feedback from a variety of stakeholders in our District and a comprehensive facilities condition assessment by Alpha Facilities Solutions in 2014.

The Ten Year Facilities Master Plan is updated on an annual basis in order to update the status of current projects, report on costs, plan for future projects, and to update budgets. The update reflects the current and future identifiable needs of the District. The changes in the 2019 update consist of modified routine maintenance and repair project scopes, capital project timeline and budget adjustments, and modifications to deferred maintenance work. The update reflects staff's continuous inspection of existing facilities and regular feedback from site and office administrators.

Demographic data is included in the update which serves to provide enrollment projections necessary for facilities planning to ensure adequate student housing is available to meet the school's needs. The current projections show that the District as a whole is expected to slightly decline each year for the next several years.

Budget Impact

There is no fiscal impact as a result of this item.

Recommended Action

This presentation is for information only, there is no action required.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT



El Morro Elementary School



Top of the World Elementary School



Thurston Middle School



Laguna Beach High School



District Office

2019

Facilities Master Plan Update February 12, 2019

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

FACILITIES MASTER PLAN UPDATE

INTRODUCTION

The Laguna Beach Unified School District currently owns and maintains roughly 312,400 square feet of building space, which is comprised of four schools, district offices, and a warehouse facility. In January of 2015, facilities staff developed a 10-year facilities plan that identified maintenance projects, capital improvement projects, as well as major repair and replacement projects. The scope and timing of the projects was based on 3 primary sources of feedback:

- Facility Condition Assessment (2014)
- Online Community Survey
- Principal Feedback (Ongoing)

This report is intended to serve as an update to the 2018 Facilities Master Plan, which will reflect the projects completed to date, as well as identify potential new projects and modifications based on the continuous feedback obtained over the past year. The matrix below provides a status for projects planned for completion in 2018/19.

Site Name	Planned Project	Completed (Yes or No)	Project Notes
	Renovate existing playfield and improve irrigation	Yes	Completed summer of 2018
El Morro	Re-key all locks and doors throughout site	Yes	Completed summer of 2018
El Morro	Upgrade HVAC and controls rooms 42-49	Yes	Completed summer of 2018
	Paint building exterior trim	Yes	Completed summer of 2018

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Site Name	Planned Project	Completed (Yes or No)	Project Notes				
	Flooring replacements in kindergarten rooms	Yes	Completed summer of 2018				
Tan of the Morld	Upgrade HVAC and controls at 3000 building	Yes	Completed summer of 2018				
Top of the World	Re-key all locks and doors throughout site	No	Planned Installation Spring 2019				
	Building & Classroom Signage Replacement	No	Planned Installation Spring 2019				

Site Name	Planned Project	Completed (Yes or No)	Project Notes
	Roof system replacement	Yes	Completed summer of 2018
	Asphalt repair, seal and stripe	Yes	Completed summer of 2018
Thurston Middle School	Flooring replacements in Admin building	No	Deferred Installation until Summer 2020
	Paint building exterior trim	Yes	Completed summer of 2018
	Cafeteria building sewer line replacement	Yes	Completed summer of 2018

Site Name	Planned Project	Completed (Yes or No)	Project Notes				
	Roof system replacement	Yes	Completed summer of 2018				
	Upgrade HVAC and controls (energy efficiency)	Yes	Completed winter of 2018				
	Asphalt repair, seal and stripe	Yes	Completed summer of 2018				
	Flooring replacements	Yes	Completed summer of 2018				
	Paint building exterior trim	Yes	Completed summer of 2018				
Laguna Beach High School	Replace deck coatings on second level walkways	Yes	Completed summer of 2018				
	Upgrade HVAC and controls	Yes	Completed summer of 2018				
	Stadium Restroom-Storage Building	Yes	Completed winter of 2018				
	Theater ADA Upgrades project	Yes	Completed winter of 2018				
	Main Quad Modernization	No	Defer until Admin Office project				

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Site Name	Planned Project	Completed (Yes or No)	Project Notes				
	Asphalt repair, seal and stripe	Yes	Completed summer of 2018				
District Office	Paint building exterior	Yes	Completed summer of 2018				
District Office	Warehouse facility floor and wall repairs	Yes	Completed summer of 2018				
	HVAC replacement at Data Center	Yes	Completed summer of 2018				

The master plan update provides revised project completion dates for projects deferred until a later start date, modifications to existing planned projects and also the addition of new projects proposed to be added to the plan.

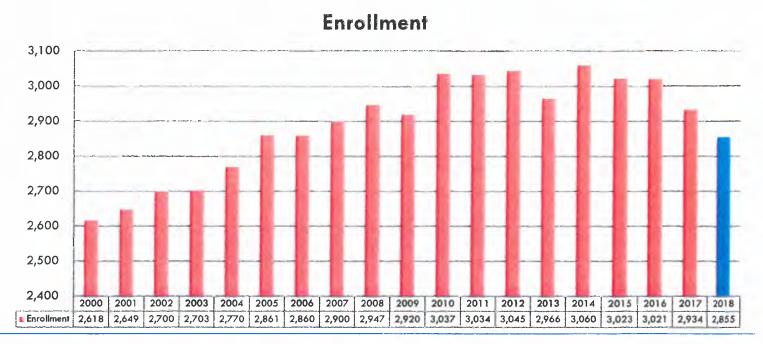
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DEMOGRAPHIC DATA

Looking back at historical enrollment, going as far back as the late 1960's, the district has experienced a steady rise and fall in terms of total enrollment. In the late 1960's through the early 80's the district had similar total enrollments as today. From 1982 through 1992 the enrollment fell steadily to roughly 2,000 students and then from 1992 through 2010 the enrollment grew a stable pace to about 3,000. The enrollment has remained stable and has slightly declined to roughly 2,850 total students.



Projecting enrollment requires a complex mix of historical data, analysis and projection of existing trends, as well as making specific assumptions about the future. In general, the further out the projections go (in terms of years), the less reliable they tend to be. Therefore, it is recommended that projections be updated annually to better assess ongoing demographic changes. For a district like Laguna Beach USD, where all existing schools are landlocked, it will be of particular importance to maintain enrollment projections so that capacity needs can be addressed before it becomes an issue.

A school's capacity is derived from multiple differentiating factors and is as much effected by the number and type of programs being offered as it is by the total number of students in attendance. An example of an irregular capacity calculation is a Special Day Class (SDC) that will be housed in a regular classroom (in terms of size) but will only have approximately 10 students enrolled.

ENROLLMENT PROJECTIONS

Below is the current enrollment projection, by school and grade levels, for Laguna Beach Unified School District. The current year is highlighted in blue and the first year of the projection is yellow:

El Morro Elementary School

Grade	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
TK	27	26	17	21	20	20	21	21	21	20	20	20	20	20
K	59	55	52	67	62	63	63	63	63	63	63	62	62	62
1	80	76	67	60	74	76	77	77	77	77	76	76	76	75
2	75	74	73	61	56	70	71	72	75	75	75	74	74	74
3	84	88	80	77	65	60	80	76	77	79	80	79	79	79
4	100	91	81	78	77	65	60	78	76	77	79	80	79	79
5	114	103	89	84	79	77	66	61	82	76	77	80	80	80
Subtotals	539	513	459	448	433	431	438	448	471	467	470	471	470	469
SDC	22	19	13	14	12	12	10	14	15	15	15	15	15	15
Totals	561	532	472	462	445	443	448	462	486	482	485	486	485	484
Capacity	678	678	678	678	678	678	678	678	678	678	678	678	678	678
Open Seats	117	146	206	216	233	235	230	216	192	196	193	192	193	194

Top of the World Elementary School

	-													
Grade	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
K	67	71	72	75	74	76	76	76	76	75	75	75	74	74
.1	92	84	86	82	87	86	87	88	88	88	87	87	86	86
2	103	110	90	90	87	92	91	93	91	91	90	90	89	89
3	110	104	115	96	96	93	98	97	98	97	94	93	97	96
4	125	118	112	117	101	101	98	104	99	101	99	96	96	99
5	139	121	112	111	117	99	100	97	103	99	100	99	96	95
Subtotals	636	608	595	578	569	554	557	562	562	558	552	547	545	546
SDC	0	0	8	7	7	7	7	7	7	7	7	7	7	7
Totals	636	608	595	578	582	570	578	583	579	578	581	585	592	546
Capacity	672	672	672	672	672	672	672	672	672	672	672	672	672	672
Open Seats	36	64	77	94	103	118	115	110	110	114	120	125	127	126

Thurston Middle School

Grade	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
6	231	277	240	207	205	208	184	175	169	197	186	188	190	187
7	224	248	283	254	219	216	220	294	180	181	212	200	202	204
8	263	235	252	282	261	224	222	226	197	182	184	214	203	205
Subtotals	718	760	775	743	685	648	626	595	546	560	582	602	595	596
SDC	4	6	6	5	5	4	4	4	4	4	4	4	4	4
Totals	722	766	781	748	690	652	630	599	550	564	586	606	599	600
Capacity	826	826	826	826	826	826	826	826	826	826	826	826	826	826
Open Seats	104	60	45	78	136	174	196	227	276	262	240	220	227	226

Laguna Beach High School

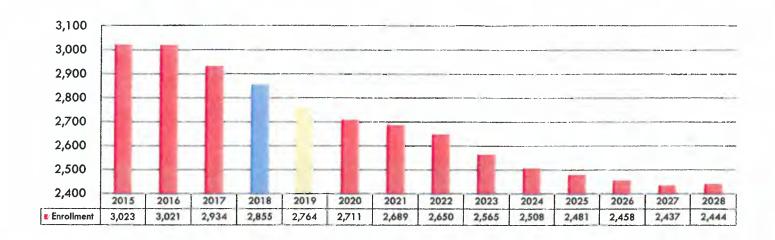
Grade	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
9	307	277	242	258	296	272	233	231	235	205	189	191	223	211
10	280	316	269	242	259	296	273	234	231	235	205	189	191	223
11	244	276	305	267	239	256	293	270	232	230	233	204	188	190
12	266	243	265	294	260	232	249	286	264	229	226	230	201	185
Subtotals	1097	1112	1081	1061	1054	1056	1048	1021	962	899	853	814	803	809
SDC	7	3	5	6	6	6	6	6	5	5	5	5	5	5
Totals	1104	1115	1086	1067	1060	1062	1054	1027	967	904	858	819	808	814
Capacity	1155	1155	1155	1155	1155	1155	1155	1155	1155	1155	1155	1155	1155	1155
Open Seats	51	40	69	88	95	93	101	128	188	251	297	336	347	341

Totals

Totals														
Grade	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
TK	27	26	17	21	20	20	21	21	21	20	20	20	20	20
K	126	126	124	142	136	139	139	139	139	138	138	137	136	136
1	172	160	153	142	161	162	164	165	165	165	163	163	162	161
2	178	184	163	151	143	162	162	165	166	166	165	164	163	163
3	194	192	195	173	161	153	178	173	175	176	174	172	176	175
4	225	209	193	195	178	166	158	182	175	178	178	176	175	178
5	253	224	201	195	196	176	166	158	185	175	177	179	176	175
6	231	277	240	207	205	208	184	175	169	197	186	188	190	187
7	224	248	283	254	219	216	220	194	180	181	212	200	202	204
8	263	235	252	282	261	224	222	226	197	182	184	214	203	205
9	307	277	242	258	296	272	233	231	235	205	189	191	223	211
10	280	316	269	242	259	296	273	234	231	235	205	189	191	223
11	244	276	305	267	239	256	293	270	232	230	233	204	188	190
12	266	243	265	294	260	232	249	286	264	229	226	230	201	185
Subtotals	2990	2993	2902	2823	2734	2682	2662	2619	2534	2477	2450	2427	2406	2413
SDC	33	28	32	32	30	29	27	31	31	31	31	31	31	31
Totals	3023	3021	2934	2855	2764	2711	2689	2650	2565	2508	2481	2458	2437	2444
Capacity	3331	3331	3331	3331	3331	3331	3331	3331	3331	3331	3331	3331	3331	3331
Open Seats	308	310	397	476	567	620	642	681	766	823	850	873	894	887

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ENROLLMENT PROJECTIONS CHART



SITE FEEDBACK

Proposed Project Changes and Additions

The 2019 master plan update includes several changes in projects that were approved in the 2018 update. The changes include delaying, combining, adding, and reducing potential scope of some projects that are planned over the next 10 years.

- Delaying Projects Projects are delayed as a result of facility inspections that show the expected life, or need for repair/replacement, are beyond what was initially forecasted.
- Combining Projects Projects are combined when they are of similar scope and/or proximity and will result in cost savings or time savings to mitigate the impact on each site.
- Adding Projects Projects are added to the master plan list primarily based on site feedback.
- Reducing Scope of Projects Projects are reduced in scope as a result of facility inspections that show less of a need for improvement than was anticipated, or the ability to complete all or most of the work using in house staff is possible.

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FACILITIES PLAN UPDATE

Significant proposed changes to the 2019 facilities master plan are identified below. Roofing replacements remain a high priority and modernization of interior finishes are planned to be completed with 4 CLE classroom modernization projects and will be funded with the routine maintenance account. District-wide re-keying is in progress and planned to be completed summer of 2019. HVAC system replacements are identified for units which require ongoing maintenance services which result in costs that exceed annualized replacement costs for a new system.

FL MORRO ELEMENTARY SCHOOL

Summer 2019

- Add storm drain modifications at 40's classrooms.
- Add MPR replacement of interior finishes including painting and wallcovering.
- Modify playground rubber replacement to include the kindergarten area for summer of 2019 and defer the replacement at the elementary playground area until summer 2020 when the playground structure can be replaced at the same time.

Summer 2020

- Change asphalt seal and strip parking lots from summer 2019 to summer 2020. The asphalt is in good repair and service can be deferred one additional year.
- Add elementary playground structure replacement. The playground is at the end of life cycle and requires replacement.

Summer 2021

- 4 Add replacement of interior finishes and classroom windows with energy efficient low E type.
- Add installation of a site networked HVAC control system to control all HVAC systems through a remote web based platform. System lowers service costs and provides for energy conservation.

Summer 2022

• Add replacement of interior finishes and classroom windows with energy efficient low E type.

Summer 2022

 Add replacement of interior classroom ceilings. The 12"x12" acoustical ceiling tiles are not mechanically fastened and require replacement.

Summer 2023

Add flooring replacements.

Summer 2024

Add replacement of interior finishes.

TOP OF THE WORLD ELEMENTARY SCHOOL

Summer 2018

- Change rekey of site from summer 2019 to the spring of 2019.
- Add signage replacement to spring of 2019 to install at the same time as rekey.

Summer 2019

- Add installation of a site networked HVAC control system to control all HVAC systems through a remote web based platform. System lowers service costs and provides for energy conservation.
- Add the replacement of the kindergarten area security fence and fabric.
- Add storm water drainage modifications.

Summer 2023

• Add replacement of exterior finishes.

Summer 2024

• Revise site utility replacement to occur over the summer of 2024 and also summer 2025.

Summer 2025

 Add playground structure replacement and change playground surface replacement to completed summer of 2025.

THURSTON MIDDLE SCHOOL

Summer 2019

- Defer roof system replacement planned for summer 2019 until summer of 2020.
- Revise the Classroom/Field Modernization project to start summer 2020 and finish summer 2021.
 Increase project cost to be \$4,000,000 and include estimated project costs over three fiscal years 2019/20, 2020/21 and 2021/2022.
- Add repair of slope drainage systems to summer 2019 and also summer 2020.

Summer 2020

• Change fire alarm replacement to be completed summer 2020.

Summer 2021

Change parking lot asphalt seal and stripe and also the replacement of the bluetop surface coating
until summer 2021 so that it is completed at the end of the Field/Classroom Modernization project.

Summer 2021

Add replacement of interior finishes.

Summer 2023

Add flooring replacements.

Summer 2025

• Add replacement of interior finishes.

LAGUNA BEACH HIGH SCHOOL

Summer 2018

Revise Main Quad Modernization project to be completed 2023/24. The contractor quoted costs for the conceptual plan exceeded the approved budget and it is recommended to increase the budget from \$200,000 to \$400,000 and defer the project.

Summer 2019

- Add Theater interior/exterior finishes replacement.
- Add Breezeway and Breezeway Restroom renovation. Plumbing is in need of replacement.

Summer 2020

- Add Stadium main bleacher guardrail fence replacement.
- Add 30's building restroom renovation.

Summer 2021

- Add 80's building restroom renovation.
- Add replacement of baseball field foul ball netting system and painting of poles.

Summer 2022

- Change fire alarm replacement to be completed by summer of 2022.
- Add Main Bleacher restroom renovation.

Summer 2023

 Change Admin Office Renovation to be completed in 2023/24 to allow for adequate funding to be available for the project.

DISTRICT OFFICE

Summer 2019

Add HVAC system replacement at 90's Training Room.

Summer 2020

Add restroom renovations.

Summer 2022

Add plumbing system replacements.

Summer 2025

Add District Office renovation project. The District Office is in need of enhancements to allow for
the facility to meet the needs of the District. Modifications may include improved restrooms,
meeting areas, circulation, storage, work space, and the replacement of mechanical, electrical,
and plumbing systems to bring the building up to current building codes.

FACILITIES PLAN UPDATE

Definitions and Explanation of Chart

The projects are identified in the year planning begins (in some cases construction may occur in the subsequent school year).

Project: General scope of work included in the proposed construction activity.

Planning: Timeframe in which the project scope is developed. Includes some or all of the

following: scope development, design professional(s) procurement, inspector

and/or testing lab procurement, job walks, and Board approval of

contracts/bids.

Construction: Anticipated completion time for proposed project.

Actual Completion: Time in which construction was actually complete.

Estimated Cost: Cost estimate for scope of work contained within project. The majority of the cost

estimates are from the 2014 FCA, but may also reflect staff updates and/or consultants (i.e. adding 30% to cover potential soft costs related complex projects). The estimates are considered a "rough order of magnitude" (ROM) and actual costs may range +/- 50%. Once a project is approved facilities will

work diligently to maximize dollars spent and limit total cost.

Actual Cost: The total cost to complete each project once completed.

Funding Sources: The anticipated funding source to be used for each project.

The timeframe used in the facilities plan reflect the "school year" in which the activities are planned to occur in. The timing is also consistent with "fiscal year" (July 1 through June 30).

Some maintenance activities are performed by in-house maintenance staff. Examples of the type of work performed by in-house maintenance staff are interior and exterior wall repairs, plumbing repairs, miscellaneous painting, etc. The costs for these items are funded through routine maintenance and are ongoing at each facility to keep the facilities in good repair.

El Morro Elementary School

			Actual	Est Cart	Assul Case	Funding Source(s)						
Project	Planning	Construction	Completion	Est. Cost	Actual Cost	RRMA	FRRP	CIP	Dev. Fees	Prop 39	Othe	
2014/15 School Year										-		
Replace damaged restroom partitions	Winter 2014	Winter 2014	Winter 2015	\$1,490	\$1,490	X						
Flooring replacements in B building	Winter 2014	Winter 2014	Winter 2014	\$33,945	\$33,945	Х						
Repair kitchen plumbing drainage	Winter 2014	Winter 2014	Winter 2014	\$5,000	\$2,775	Х						
			TOTALS	\$40,435	\$38,210							
2015/16 School Year										000		
Flooring replacements in A, B, C and E buildings	Spring 2015	Summer 2015	Summer 2015	\$100,000	\$76,109	Х						
Add air conditioning to A, B, C, and E buildings	Spring 2015	Summer 2015	Summer 2015	\$500,000	\$196,978			Х				
			TOTALS	\$600,000	\$273,087							
2016/17 School Year												
Add shade structures at blacktop and behind 2-story building	Spring 2015	Summer 2016	Summer 2016	\$300,000	\$71,379			X				
Flooring replacements in E and H buildings	Spring 2016	Summer 2016	Summer 2016	\$100,000	\$12,967	Х						
Upgrade lighting and controls (energy efficiency)	Spring 2015	Summer 2015	Spring 2017	\$416,000	\$725,024		Х			Х		
Repair exterior finishes and paint exterior	Spring 2015	Summer 2016	Summer 2016	\$60,000	N/A	Х						
			TOTALS	\$876,000	\$809,370	000						
2017/18 School Yeer												
Replace roof systems at covered walkways and rain gutters throughout	Fall 2016	Summer 2017	Summer 2017	\$455,000	\$186,345		х					
Improve drainage and plumbing throughout site	Fall 2016	Summer 2017	Summer 2017	\$100,000	\$32,000	X						
Slurry seal and stripe asphalt play area and fire lane	Spring 2017	Summer 2017	Summer 2017	\$45,000	\$25,200	Х						
			TOTALS	\$650,000	\$243,545							
2018/19 School Year									-			
Renovate existing playfield and improve irrigation	Spring 2018	Summer 2018	Summer 2018	\$15,000	\$13,989	X						
Re-key all locks and doors throughout site	Spring 2018	Summer 2018	Summer 2018	\$60,000	\$46,051	Х						
Upgrade HVAC and controls rooms 42-49	Spring 2018	Summer 2018	Summer 2018	\$120,000	\$97,614	Х						
Paint building exterior trim	Spring 2018	Summer 2018	Summer 2018	\$45,000	\$48,610	Х						
			TOTALS	\$290,000	\$206,264							
2019/20 School Year												
Roof system replacement at 50's/Admin/MPR	Spring 2019	Summer 2019		\$428,000			X					
Service, repair, replace rubberized play surface Kinder	Spring 2019	Summer 2019		\$25,000		Х						
Replace/Modify HVAC at 50's/Admin/MPR	Spring 2019	Summer 2019		\$160,000		X						
Storm water drainage modifications at 40's	Spring 2019	Summer 2019		\$15,000		Х						
MPR replace wall covering and paint	Spring 2019	Summer 2019		\$20,000		Х						
			TOTALS	\$648,000								
2020/21 School Year												
Roof system replacement	Spring 2020	Summer 2020		\$365,700			Х					

			Actual				Fund	ling Source(s)			
Project	Planning	Construction	Completion	Est. Cost	Actual Cost	RRMA	FRRP	CIP	Dev. Fees	Prop 39	Other
Elementary Playground Rubber Surface Replacement	Spring 2020	Summer 2020		\$105,000		Х			T		
Elementary Playground Replacement	Spring 2020	Summer 2020		\$125,000		X					
Asphalt seal and stripe parking lot	Spring 2020	Summer 2020		\$20,000		Х					
			TOTALS	\$61 <i>5,</i> 700							
2021 122 School Year											
Roof system replacement	Spring 2021	Summer 2021		\$246,100			X				
Interior finishes replacements	Spring 2021	Summer 2021		\$30,000		х					
Renovate existing landscape and improve irrigation	Spring 2021	Summer 2021		\$30,000		Х					
Exterior Window Replacements	Spring 2021	Summer 2021		\$80,000		Х					
Upgrade/replace fire alarm system	Spring 2021	Summer 2021		\$80,000		Х					
Replace HVAC Controls with Integrated System	Spring 2021	Summer 2021		\$40,000		Х					
			TOTALS	\$506,100							
2022/23 School Year										Man 1	
Asphalt seal and stripe play area and fire lane	Spring 2022	Summer 2022		\$40,000		Х					
Exterior Window Replacements	Spring 2022	Summer 2022		\$80,000		Х					
Interior finishes replacements	Spring 2022	Summer 2022		\$80,000		χ			1		
			TOTALS	\$200,000							
2023/24 School Year	-						100		THE PARTY NAMED IN		
Ceiling Replacements	Spring 2023	Summer 2023		\$220,000		X					
			TOTALS	\$220,000							
2024/25 School Year		1						No.	1000		
Asphalt seal and stripe parking lots	Spring 2024	Summer 2024		\$25,000		х					
Flooring replacements	Spring 2024	Summer 2024		\$100,000		Χ					
			TOTALS	\$125,000							
2025,126 School Year									-	150	
Interior finishes replacements	Spring 2025	Summer 2025		\$125,000		Χ					
			TOTALS	\$125,000							

Top of the World Elementary School

	(3)3265		Actual				Fundi	ng Source(s)			
Project	Planning	Construction	Completion	Est. Cost	Actual Cost	RRMA	FRRP	CIP	Dev. Fees	Prop 39	Other
2014 15 School Year				-							
Replace damaged restroom partitions	Winter 2014	Winter 2014	Winter 2014	\$2,810	\$2,810	X					
Flooring replacements in 2000's and 3000's	Winter 2014	Sumer 2015	Summer 2015	\$132,938	\$150,766	X					
Frame in MDF room at front of school	Winter 2014	Spring 2015	Spring 2015	\$15,000	\$6,000	X					
Repair/replace pavements throughout site (Phase 1)	Winter 2014	Spring 2015	Spring 2015	\$10,000	\$8,270	X					

Project	Planning	Construction	Actual	Est. Cost	Actual Cost		Fund	ling Source(s)	-		
rrojeci	- lanning	Construction	Completion	EDI. 6051	Actual Cost	RRMA	FRRP	CIP	Dev. Fees	Prop 39	Oth
Replace roofing on 2000 and 3000 buildings	Spring 2015	Summer 2015	Summer 2015	\$260,000	\$400,172	X					
			TOTALS	\$420,748	\$568,018						
2015/16 School Year											
Replace wood chips with rubberized play surface	Spring 2015	Summer 2015	Winter 2016	\$110,000	\$80,031	Х					
Retaining wall maintenance and repairs	Spring 2015	Summer 2015	Summer 2015	\$50,000	\$46,175	X					
			TOTALS	\$160,000	\$126,206						
2016/17 School Year											
Roof system replacement MPR and Admin	Spring 2016	Summer 2016	Summer 2016	\$450,000	\$447,849		Х				
Upgrade lighting and controls (energy efficiency)	Spring 2015	Summer 2016	Spring 2017	\$300,000	\$520,209		Х			Х	
			TOTALS	\$750,000	\$968,058						
2017/18 School Year									90900		
Replace CLC portables and add music building	Winter 2015	Summer 2016	Winter 2018	\$2,100,000	\$2,331,613			X			
Renovate existing playfield and improve irrigation	Spring 2015	Summer 2015	Fall 2017	\$265,000	\$10,245	X					
Repair/replace pavements throughout site (Phase 2)	Spring 2016	Summer 2016	Winter 2018	\$140,000	\$23,510	Х					
			TOTALS	\$2,505,000	\$2,365,368						
2018/19 School Year		Mark .			7	100	-	1000	400		
Flooring replacements in kindergarten rooms	Spring 2018	Summer 2018	Summer 2018	\$40,000	\$39,727	X			T		T
Upgrade HVAC and controls at 3000 building	Spring 2018	Summer 2018	Summer 2018	\$165,000	\$127,699	Х					
Re-key all locks and doors throughout site	Fall 2018	Spring 2019		\$80,000		X					
Building & Classroom Signage Replacement	Fall 2018	Spring 2019		\$20,000		X					
			TOTALS	\$305,000	\$167,426						
2019/20 School Year			1000		1000	1000	The state of the s	No. of Lot	-	300	
Upgrade/replace fire alarm system	Fall 2018	Summer 2019		\$80,000		X			T		T
Replace HVAC systems at 2000 building	Fall 2018	Summer 2019		\$140,000		X					
Replace HVAC controls with integrated system	Fall 2018	Summer 2019		\$25,000		Х					
Replace kindergarten security fence	Fall 2018	Summer 2019		\$65,000		Х					
Storm water drainage modifications	Fall 2018	Summer 2019		\$30,000		Х					
			TOTALS	\$340,000						_	_
2020/23 School Year		A COLUMN TO A STATE OF THE PARTY OF THE PART	-	No.					100		
Upgrade HVAC at Kinder, Admin, MPR	Fall 2019	Summer 2020		\$144,000	T	X			T		T
Flooring replacements in Admin/Library	Spring 2020	Summer 2020		\$60,000		X					1
	,		TOTALS	\$204,000						_	_
2021-22 School Year	-			721 ,,500							
Upgrade HVAC and controls at 6000 building	Fall 2020	Summer 2021		\$80,000		X		1	T	-	T
Interior finishes replacement	Spring 2021	Summer 2021		\$60,000		X			_	-	+
	popring Low	100000	TOTALS	\$140,000	_	~		1	_	_	_

			Actual				Fund	ing Source(s)			
Project	Planning	Construction	Completion	Est. Cost	Actual Cost	RRMA	FRRP	CIP	Dev. Fees	Prop 39	Other
Asphalt repair, seal and stripe	5pring 2022	Summer 2022		\$45,000		Х					
Upgrade HVAC and controls	Spring 2022	Summer 2022		\$60,000		х					
Repair/replace exterior doors, finishes and paint	Fall 2021	Summer 2022		\$125,000		X					
			TOTALS	\$230,000							
2023/24 School Year										900	
Site utility system replacement	Fall 2022	Summer 2023		\$350,000		Х					
			TOTALS	\$350,000							
2024 25 School Year	100					-	10000	P. 15 15	1000	E-	
Site utility system replacement	Fall 2023	Summer 2024		\$350,000		Х					
			TOTALS	\$350,000							
2025, 26 School Year			100	2000	-	1000	F POP	Same.	Town or the Park	100	
Interior finishes replacements	Spring 2025	Summer 2025		\$125,000		Х			T		
Playground surface replacements	Spring 2025	Summer 2025		\$90,000		Х					
Playground structure replacements	Spring 2025	Summer 2025		\$125,000		Х					
			TOTALS	\$340,000							

Thurston Middle School

			Actual				Fund	ing Source(s)			
Project	Planning	Construction	Completion	Est. Cost	Actual Cost	RRMA	FRRP	CIP	Dev. Fees	Prop 39	Othe
2014/15 School Year					-					200	
Replace damaged restroom partitions	Winter 2014	Winter 2014	Winter 2015	\$12,690	\$12,690	X					
Flooring replacements in 1101 and 1102	Winter 2014	Winter 2014	Winter 2014	\$12,301	\$12,301	X					
Replace sinks in boys/girls restrooms	Winter 2014	Winter 2014	Winter 2014	\$15,000	\$14,860	X					
Add striping at PE asphalt area	Winter 2014	Winter 2015	Winter 2015	\$10,000	\$7,350	Х					
Add artificial turf to existing quad area	Winter 2014	Spring 2015	Spring 2015	\$45,000	\$55,996	X					
			TOTALS	\$94,991	\$103,197						
2015, 16 School Year											
Repair/replace pavements throughout site	Spring 2016	Summer 2016	Summer 2016	\$60,000	\$7,950	х					
Site gas system replacement	Spring 2016	Spring 2016	Summer 2016	\$600,000	\$618,155						
			TOTALS	\$660,000	\$626,105						
2016/17 School Year											
Upgrade lighting and controls (energy efficiency)	Spring 2015	Summer 2016	Spring 2017	\$200,000	\$599,790		X			Х	
Upgrade HVAC and controls (energy efficiency)	Spring 2015	Summer 2016	Summer 2017	\$852,980	\$1,126,229		Х				
			TOTALS	\$1,052,980	\$1,726,019						
2017/18 School Year											

Project	Diameter-	Construction	Actual	Est Cont	Adval Cast		Fund	ing Source(s)		_	
rrojeci	Planning	Construction	Completion	Est. Cost	Actual Cost	RRMA	FRRP	CIP	Dev. Fees	Prop 39	Othe
Replace roofing on 4101, 4102, 209-217 and Library/Cafeteria buildings	Spring 2017	Summer 2017	Summer 2017	\$215,000	\$204,367		x				
Resurface gymnasium flooring	Spring 2017	Summer 2017	Summer 2017	\$5,000	\$3,300	X					
			TOTALS	\$220,000	\$207,667						
2018/19 School Year											
Roof system replacement	Spring 2018	Summer 2018	Summer 2018	\$280,710	\$297,345		Х				1
Asphalt repair, seal and stripe	Spring 2018	Summer 2018	Summer 2018	\$25,000	\$9,320	Χ					
Flooring replacements in Admin building	Spring 2018	Summer 2018		\$60,000	\$0	Х					
Paint building exterior trim	Spring 2018	Summer 2018	Summer 2018	\$50,000	\$47,930	Х					
Cafeteria building sewer line replacement	Spring 2018	Summer 2018	Summer 2018	\$45,000	\$9,650	X					
			TOTALS	\$460,710	\$364,245						
2019/20 School Year							1-2-2-4		THE R		
Re-key all locks and doors throughout site	Fall 2018	Summer 2019		\$80,000			х		T		
Classroom/Field Modernization project	Fall 2018	Summer 2020		\$800,000				Х	х		
Interior finishes replacements	Spring 2019	Summer 2019		\$80,000		Х					
Repair slope drainage	Spring 2019	Summer 2019		\$40,000		Х					
			TOTALS	\$1,000,000							
2020/21 School Year	E A COLOR		1000	The same of				100		-	
Roof system replacement	Spring 2019	Summer 2020		\$401,700			х		T		
Classroom/Field Modernization project	Fall 2018	Summer 2020		\$2,400,000				X	X		
Repair slope drainage	Spring 2020	Summer 2020		\$40,000		Х					
Upgrade/replace fire alarm system	Spring 2020	Summer 2020		\$100,000		Х					
			TOTALS	\$2,941,700					_		
2021/22 School Year							1	-			
Upgrade HVAC and controls	Spring 2021	Summer 2021		\$150,000		Х			T		
Classroom/Field Modernization project	Fall 2018	Summer 2020		\$800,000				Х	Х		
Asphalt repair, seal and stripe	Spring 2021	Summer 2021		\$40,000		X			1		
Replace basketball court bluetop coating system	Spring 2021	Summer 2021		\$40,000		X					
Roof system replacement	Fall 2020	Summer 2021		\$196,500			х				
			TOTALS	\$1,226,500						_	_
2022/23 School Year	-									-	
Upgrade HVAC and controls	Spring 2022	Summer 2022	-	\$60,000		Х			T		
Interior finishes replacements	Spring 2022	Summer 2022		\$80,000		X					-
Replace synthetic turf at quad area	Spring 2022	Summer 2022		\$120,000		×			1		
	11		TOTALS	\$260,000		- "					_
2023/24 School Near				4200,000			-		_	-	
Upgrade HVAC and controls	Spring 2023	Summer 2023	T	\$60,000	T	Х			T	-	-

			Actual				Fund	ing Source(s)			
Project	Planning	Construction	Completion	Est. Cost	Actual Cost	RRMA	FRRP	CIP	Dev. Fees	Prop 39	Other
Flooring replacements	Spring 2023	Summer 2023		\$80,000		X					
			TOTALS	\$140,000							
2024 / 25 School Year									300		
Asphalt seal and stripe	Spring 2024	Summer 2024		\$35,000	-	Х					
			TOTALS	\$35,000							
2025/26 School Year											
Interior finishes replacements	Spring 2025	Summer 2025		\$125,000		Х					
			TOTALS	\$125,000							

Laguna Beach High School

			Actual	1			Fund	ing Source(s)			
Project	Planning	Construction	Completion	Est. Cost	Actual Cost	RRMA	FRRP	CIP	Dev. Fees	Prop 39	Othe
2014/15 School Year		-		200					7000	300	
Replace damaged restroom partitions	Winter 2014	Winter 2014	Spring 2015	\$6,110	\$6,110	Х					
Flooring replacements in rooms 51-54	Winter 2014	Winter 2014	Winter 2014	\$26,265	\$26,265	X	3				
Reptace exterior wheelchair lifts	Winter 2014	Winter 2014	Winter 2015	\$55,000	\$65,560	X			Х		
Perimeter slope improvements	Winter 2014	Winter 2014	Winter 2014	\$200,000	\$133,700	Χ					
			TOTALS	\$287,375	\$231,635						
2015/16 School Year											
Replace broken elevator near stadium	Winter 2014	Spring 2015	Summer 2015	\$200,000	\$150,000	X			X		
Tennis court improvements	Winter 2014	Summer 2015	Fall 2015	\$1,200,000	\$1,245,978			X			х
Repair retaining wall at tennis court #6	Winter 2014	Spring 2015	Summer 2015	\$430,000	\$455,000	Х					Х
Replace roofing at 40's, 50's and 70's buildings	Spring 201 <i>5</i>	Summer 2015	Summer 2015	\$341,000	\$400,073	Х					
Expand music room and improve acoustics in 50's	Spring 201 <i>5</i>	Summer 2015	Summer 2015	\$100,000	\$42,257	X					
			TOTALS	\$2,271,000	\$2,293,308						
2016 17 School Year											
Renovate library for added instructional space	5pring 2015	Summer 2016	Summer 2016	\$450,000	\$244,029	χ		Х			X
Stadium track/turf replacement & drainage	Spring 201 <i>5</i>	Summer 2016	Summer 2016	\$3,200,000	\$2,128,575			Х			X
Flooring replacements in 80's	Fall 2015	Spring 2016	Summer 2016	\$92,637	\$47,250	X					
Upgrade lighting and controls (energy efficiency)	Spring 2015	Summer 2016	Spring 2017	\$350,000	\$599,790		Х			X	х
Flooring replacements in 40's and 70's	Fall 2015	Summer 2016	Summer 2016	\$165,000	\$80,249	Х					
Repair, refinish, paint exterior walls and posts	Fall 2015	Summer 2016	Summer 2016	\$80,000	\$147,719	Х					
Replace PA System	Spring 2016	Summer 2016	Summer 2016	\$120,000	\$101,672		Х				
			TOTALS	\$4,457,637	\$3,349,284						
2017/18 School Year											

			Actual				Fund	ling Source(s)			
Project	Planning	Construction	Completion	Est. Cost	Actual Cost	RRMA	FRRP	CIP	Dev. Fees	Prop 39	Other
Pavement repairs and replacements	Fall 2015	Spring 2016	Summer 2017	\$8,000	\$3,895	Х					
Repair/replace exterior windows	Spring 2016	Summer 2016	Summer 201 <i>7</i>	\$210,000	\$11,029	Х					
Flooring replacements in building 20's and 30's	Fall 2016	Summer 2017	Summer 2017	\$185,000	\$50,281	Х					
Resurface tennis courts	Spring 201 <i>7</i>	Summer 2017	Fall 2017	\$50,000	\$28,170	Х					Х
			TOTALS	\$453,000	\$93,375						
2018/19 School Year											
Roof system replacement	Spring 2018	Summer 2018	Summer 2018	\$408,730	\$357,600		х				
Upgrade HVAC and controls (energy efficiency)	Spring 201 <i>5</i>	Summer 2018	Winter 2019	\$1,126,229	\$206,596		х				
Asphalt repair, seal and stripe	Summer 2018	Spring 2019	Spring 2019	\$1 <i>5</i> ,000	\$14,200	X					
Flooring replacements	Spring 2018	Summer 2018	Summer 2018	\$60,000	\$72,599	х					
Paint building exterior trim	Spring 2018	Summer 2018	Summer 2018	\$50,000	\$57,826	х					
Replace deck coatings on second level walkways	Spring 2018	Summer 2018	Summer 2018	\$25,000	\$21,770	Х					
Upgrade HVAC and controls	Spring 2018	Summer 2018	Summer 2018	\$150,000	\$73,611	Х					
Stadium Restroom-Storage Building	Fall 2017	Summer 2018	Winter 2018	\$1,500,000	\$1,427,203			х			
Theater ADA Upgrades project	Fall 2016	Summer 2018	Winter 2018	\$750,000	\$387,190			Х			
			TOTALS	\$4,084,959	\$2,618,595						
2019/20 School Year							5000 mg	1000		100	
Re-key all locks and doors throughout site	Fall 2018	Summer 2019		\$120,000			Х				
Roof system replacement at Theater & Pool	Spring 2019	Summer 2019		\$240,000			Х				
Theater interior/exterior finishes renovation	Spring 2019	Summer 2019		\$90,000		Х					
Breezeway and restroom renovation	Spring 2019	Summer 2019		\$200,000		х					
			TOTALS	\$650,000							
2020/21 School Year											
Roof system replacement	Spring 2020	Summer 2020		\$322,250			X				
Exterior and interior painting projects	Spring 2020	Summer 2020		\$50,000		х					
Resurface tennis courts	Spring 2020	Summer 2020		\$50,000		χ					Х
Flooring replacements	Spring 2020	Summer 2020		\$50,000		Х					
Asphalt repair, seal and stripe	Spring 2020	Summer 2020		\$15,000		Х					
Upgrade HVAC and controls	Spring 2020	Summer 2020		\$150,000		X					
Stadium main bleacher guardrail fence replacement	Spring 2020	Summer 2020		\$80,000		х					
30's restroom renovation	Spring 2020	Summer 2020		\$150,000		х					
			TOTALS	\$867,250							
2021/22 School Year				200							
Exterior and interior painting projects	Spring 2021	Summer 2021		\$50,000		X					
Flooring replacements	Spring 2021	Summer 2021		\$50,000		Х			1		
Upgrade HVAC and controls	Spring 2021	Summer 2021		\$1.50,000		Х			1		
Roof system replacement	Spring 2021	Summer 2021		\$190,000			х				

			Actual				Fund	ing Source(s)			
Project	Planning	Construction	Completion	Est. Cost	Actual Cost	RRMA	FRRP	CIP	Dav. Fees	Prop 39	Othe
Upgrade electrical equipment and systems	Spring 2021	Summer 2021		\$50,000		X				-	
Replace baseball field foul ball netting and repaint poles	Spring 2021	Summer 2021		\$115,000		X					
80's restroom renovation	Spring 2021	Summer 2021		\$150,000		X					
			TOTALS	\$755,000							
2022/23 School Year											
Upgrade HVAC and controls	Spring 2022	Summer 2022		\$150,000		X					
Exterior and interior painting projects	Spring 2022	Summer 2022		\$50,000		х					
Upgrade/replace fire alarm system	Spring 2022	Summer 2022		\$100,000		х					
Main Quad modernization proejct	Spring 2018	Summer 2022		\$400,000				Х			
Flooring replacements	5pring 2022	Summer 2022		\$50,000		Х					
Main bleachers restroom renovation	Spring 2022	Summer 2022		\$150,000		Х					
			TOTALS	\$900,000							
2023/24 School Year			-		Dec. 10	1	1000	1000	2000		
Replace deck coatings on second level walkways	Spring 2023	Summer 2023		\$30,000		X					
Upgrade HVAC and controls	Spring 2023	Summer 2023		\$150,000		X					
Exterior and interior painting projects	Spring 2023	Summer 2023		\$50,000		х					
Asphalt repair, seal and stripe	Spring 2023	Summer 2023		\$15,000	F	Х					
Main Office Renovation project	Spring 2018	Summer 2023		\$1,600,000				X			
Flooring replacements	Spring 2023	Summer 2023		\$50,000		х					
			TOTALS	\$1,895,000							
2024/25 School Year		10000	-		and the same of th	200			1	100	
Resurface tennis courts	Spring 2024	Summer 2024		\$60,000		X					X
Remove and replace concrete pool edge	Spring 2024	Summer 2024		\$200,000		X					х
			TOTALS	\$260,000							
2025, 26 School Year			-		No. of Concession, Name of Street, or other Designation, Name of Street, or other Designation, Name of Street, or other Designation, Name of Street, Original Property and Name of Stree						
Replace Stadium synthetic turf and rubber track	Fall 2024	Summer 2024		\$1,200,000			X				
			TOTALS	\$1,200,000	_				_		

District Office

		1	Actual	Est. Cost			Fund	ling Source(s)			
Project	Planning	Construction	Completion		Actual Cost	RRMA	FRRP	CIP	Dev. Fees	Prop 39	Othe
2014,15 School Yest										-	
			TOTALS	\$0	\$0						
2015/16 School Year			-					-	1000		
			TOTALS	\$0	\$0					_	
2016 17 School Yeer			-				-	-			

			Actual				Fund	ling Source(s)			
Project	Planning	Construction	Completion	Est. Cost	Actual Cost	RRMA	FRRP	CIP	Dev. Fees	Prop 39	Othe
Upgrade lighting and controls (energy efficiency)	Spring 2015	Summer 2016	Spring 2017	\$215,000	\$75,229		х		T	Х	
Replace roof systems at Warehouse Facility	Fall 2015	Winter 2015	Summer 2016	\$100,000	\$89,674		Х				
			TOTALS	\$315,000	\$164,903						
2017/18 School Year					-					To post	
Upgrade HVAC and controls (energy efficiency)	Spring 2015	Summer 2016	Summer 2017	\$190,000	\$36,848	Χ					
Repair building exterior, doors, gutters and paint	Spring 2017	Summer 2017	Summer 2017	\$100,000	\$37,994	Х					
			TOTALS	\$290,000	\$74,842						
2018/19 School Year									12. 12		
Asphalt repair, seal and stripe	Spring 2018	Summer 2018	Summer 2018	\$12,000	\$18,460	X					
Paint building exterior	Spring 2018	Summer 2018	Summer 2018	\$15,000	\$14,913	X					
Warehouse facility floor and wall repairs	Spring 2018	Summer 2018	Summer 2018	\$6,500	\$1,500	X					
HVAC replacement at Data Center	Spring 2018	Summer 2018	Summer 2018	\$50,000	\$44,983	X					
			TOTALS	\$83,500	\$79,856						
2019/20 School Year											
Re-key all locks and doors throughout site	Fall 2018	Summer 2019		\$10,000			Х				
Sewer lateral replacement	Spring 2019	Summer 2019		\$30,000		X					
Interior finishes replacement and modernization	Spring 2019	Summer 2019		\$40,000		Х					
Training Room 91 HVAC system installation	Spring 2019	Summer 2019		\$18,500		X					
			TOTALS	\$98,500							
2020/21 School Year		-									
Interior walls, flooring, ceilings replacements	Spring 2020	Summer 2020		\$40,000		X					
			TOTALS	\$40,000							
2021, 22 School Yeer											
Roof system replacement	Spring 2021	Summer 2021		\$80,000			Х				
Interior plumbing replacements	Spring 2021	Summer 2021		\$10,000		Х					
Upgrade HVAC and controls	Spring 2021	Summer 2021		\$30,000		Х					
			TOTALS	\$120,000							
2022/23 School Year											
			TOTALS	\$0							
2023 / 24 School Year		-									
Asphalt repair, seal and stripe	Spring 2023	Summer 2023		\$15,000		Х					
			TOTALS	\$15,000							
2024/25 School Yeer								100			
			TOTALS	\$0							
2025, 26 School Year	-	-									
District Office renovation project	Spring 2023	Summer 2023		\$1,500,000				Х			
			TOTALS	\$1,500,000							

FUNDING INFORMATION

FRRP, CIP AND FUND 25 ACCOUNT BALANCE PROJECTIONS

1000			רק בנככ			2070 21	THE REAL PROPERTY.		2771 77			2007 73			2073-24		-	2021 25		-	2075-76	
	Activity	ברדק ו	en r	kmd 23	reep	C 5 1	Fund 23 B	י כסס:	Çin E	pro 25 1	ממקק	C P F	end 2 5	trap (CIP	fund 25	ERRP	CIP 1	Fund 25	FRRP	CIP I	Futid 25
EM	Roof system replacement	\$428,000			\$365,700			\$412,700														
	Roof system replacement				\$401,700			\$196,500														
TMS	Door Hardware Lock Rekey	\$80,000																				
	Classroom / Field Modernization		\$700,000	\$230,000		\$2,100,000	\$150,000		\$700,000	\$120,000												
	Roof system replacement	\$240,000			\$322,250			\$190,000														
	Restroom/Storage Building project								200													
	Main Quad modernization											\$400,000										
LBHS	Main Office renovation														\$1,600,000							
	Door Hardware Lock Rekey	\$120,000																				
	Stadium Turf/Track Replacement			-																\$1,200,000		
	Theater ADA Upgrades													-						den' n'ana.		
	Roof system replacement							\$80,000			· · · · · · · · · · · · · · · · · · ·											
DO	Facility Modernization												and the same and a series of the series of t								\$1,500,000	***-
	STARTING FUND BALANCE	\$1,307,812	\$2,220,685	\$107,890	\$1,339,812	\$2,720,685	\$31,890	\$1,150,162	\$1,820,685	\$28,190	\$1,070,962	\$2,320,685	\$39,860	\$1,770,962	\$3,120,685	\$178,114	\$2,370,962	\$2,420,685	\$326,737	7 \$2,870,962	\$3,320,685	\$490,222
	FISCAL YEAR FUNDING	\$900,000	\$1,200,000	\$154,000	\$900,000	\$1,200,000	\$146,300	\$800,000	\$1,200,000	\$131,670	\$700,000	\$1,200,000	\$138,254	\$600,000	\$900,000	\$148,623	\$500,000	\$900,000	\$163,485	\$500,000	\$900,000	\$180,000
	FISCAL YEAR TOTAL PROJECTED COSTS	\$868,000	\$700,000	\$230,000	\$1,089,550	\$2,100,000	\$150,000	\$879,200	\$700,000	\$120,000	\$0	\$400,000	\$0	\$0	\$1,600,000	\$0	\$0	\$0	\$0	\$1,200,000	\$1,500,000	\$0
	YEAR END FUND BALANCE	\$1,339,812	\$2,720,685	\$31,890	\$1,150,162	\$1,820,685	\$28,190	\$1,070,962	\$2,320,685	\$39,860	\$1,770,962	\$3,120,685	\$178,114	\$2,370,962	\$2,420,685	\$326,737	\$2,870,962	\$3,320,685	\$490,222		\$2,720,685	\$670,222

*Note there are no FRRP or CIP funded projects planned for TOW within this projection. RRMA funds are managed through the District's regular budget review and approval process. Fund 25 is the Developer Fee account.

RRMA MAINTENANCE 7408 BUDGET PROJECTIONS

OBJECT	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
	2nd Interim	Projection						
Total for: 2000	647,261	648,658	657,510	666,538	675,747	685,140	694,722	704,495
Total for: 3000	270,784	313,195	337,019	350,393	366,562	378,664	386,898	391,805
Total for: 4000	144,559	93,320	95,176	97,070	100,112	103,100	106,178	109,347
Total for: 5000	1,287,939	1,008,460	1,027,653	1,011,880	1,043,543	1,074,646	1,106,681	1,139,677
Total for: 6000	423,150	445,000	370,000	370,000	381,656	393,105	404,899	417,045
RRMA Total Expenditures	2,773,693	2,508,633	2,487,358	2,495,882	2,567,620	2,634,655	2,699,378	2,762,369

RRMA OPERATIONS 7409 BUDGET PROJECTIONS

Operations Total Expenditures	2,572,449	2,638,300	2,703,701	2,754,500	2,838,461	2,916,553	2,990,858	3,062,094
Total for: 5000	1,166,574	1,189,905	1,213,703	1,237,977	1,276,973	1,315,283	1,354,742	1,395,382
Total for: 4000	84,674	86,368	88,095	89,857	92,688	95,469	98,334	101,284
Total for: 3000	419,404	446,340	477,470	493,402	517,695	536,499	549,918	558,632
Total for: 2000	901,797	915,688	924,432	933,264	951,105	969,302	987,864	1,006,796
	2nd Interim	Projection						
OBJECT	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26

Laguna Beach Unified School District

16. ACTION February 12, 2019

Approval: Increase work year of Nutrition Services Kitchen Manager from 10

Months Per Year to 10.5 Months Per Year, Beginning with the 2019-20

School Year

Proposal

Staff proposes the Board of Education approve increasing the work year of the Nutrition Services Kitchen Manager from 10 months per year to 10.5 months per year, beginning with the 2019-20 school year.

Background

On January 15, 2019, the Board approved revisions to several classified work calendars based on the recommendations of a classified work year committee. The committee was established to address concerns related to the various work year calendars of classified employees who work less than 12 months and making necessary adjustments related to the new student instructional calendar for 2019-2020 approved by the Board in September 2018.

The committee's recommendation included an increase to the work year of the Nutrition Services Kitchen Manager, but the proposed change was erroneously left out of the memorandum of understanding and January 15 Board item.

Budget Impact

The budget impact of this item is approximately \$3,400 per year.

Recommended Action

Staff recommends the Board of Education approve increasing the work year of the Nutrition Services Kitchen Manager from 10 months per year to 10.5 months per year, beginning with the 2019-20 school year.

Laguna Beach Unified School District

17. ACTION February 12, 2019

Approval: Office Assistant II Job Description and Position for 5 Hours Per Day,

12 Months Per Year

Proposal

Staff proposes the Board of Education approve the job description for Office Assistant II and one position at 5 hours per day, 12 months per year.

Background

The District currently has one full-time, 12-month Technology and Reception Assistant position that was recently vacated. Staff carefully reviewed the duties and existing need for clerical support for district functions. Staff identified clerical support needs for the technology and instructional services departments, which could be accomplished through two part-time positions.

This position will support the Instructional Services department to relieve the one clerical staff member from lower-level clerical duties. This individual will also provide support to the reception area as needed.

Budget Impact

The anticipated cost of this position is approximately \$48,000, depending on the salary placement and benefit selections of the employee selected for the position. However, since the existing position will not be replaced, there should be minimal impact to the District budget.

Recommended Action

Staff recommends the Board of Education approve the job description for Office Assistant II and one position at 5 hours per day, 12 months per year.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT Job Description: Office Assistant II

BASIC FUNCTION:

Under general supervision of a district administrator, to perform a wide variety of clerical functions of average difficulty, including typing and other general office duties; and to do other work as required.

ESSENTIAL DUTIES:

- Perform a variety of clerical tasks, including typing, proofreading, filing, and the recording of data.
- Schedule appointments, meetings, catering, and room assignments as directed.
- Completes duplication tasks as assigned.
- Compile information and prepares reports and summaries.
- Answer the telephone and provides caller with routine information and data.
- Assist the public and office visitors by answering routine inquiries, by providing them with information and data, and by directing then to appropriate offices.
- Maintain a variety of alphabetical, numerical, and subject matter files and records.
- Type from rough drafts and notes, and prepares final copy of material.
- Perform a variety of data entry functions using a computer.
- Receives, sorts, and distributes mail.
- Maintain simple financial or statistical records.

OTHER REPRESENTATIVE DUTIES:

- May compose routine letters and memoranda.
- May receive and distribute books and other instructional materials or equipment.
- May receive money and prepare receipts for bank deposits.
- Engage in cross-training on district functions and demonstrate use of knowledge to support office needs.
- Participates in job-related or District trainings as required.
- Performs other related duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- Modern office methods, procedures, and techniques;
- Appropriate English usage, spelling, grammar, punctuation, and arithmetical concepts;
- Modern office methods, practices and procedures, including filing systems, receptionist and telephone techniques, business forms, letter and report writing, proofreading and office equipment operation;
- Record storage, retrieval, and management systems.
- School district organization, functions, policies, rules and regulations.

Ability to:

- Perform general clerical work of average difficulty with speed and accuracy;
- Explain and apply district policies;
- · Address the public tactfully and courteously; answer questions in person and over the telephone;
- Use a computer to perform complex clerical and technical tasks;
- Deal effectively with a wide variety of personalities and situations requiring diplomacy, friendliness, poise and firmness;
- Make simple arithmetical calculations with speed and accuracy;
- Communicate effectively in oral and written form;
- Understand and carry out oral and written directions;
- Establish and maintain cooperative working relationships.

MINIMUM QUALIFICATIONS:

Experience:

Two years of experience performing varied general office of clerical functions.

Education:

Equivalent to completion of the twelfth grade, including or supplemented by coursework in typing, record management, and general office practices.

LICENSES AND OTHER REQUIREMENTS

Possess and maintain a valid California Driver's License (Class "C" minimum) and validation of insured.

Personal Qualities:

- Independent worker
- Maturity and good judgment
- Neat and clean appearance
- Willingness to assume a wide range of responsibilities
- Willingness to learn new skills
- Willingness to continuously improve
- Pleasant interpersonal skills
- Good organizational skills
- Commitment to professional courtesy
- Belief in high standards
- Commitment to professional responsibility
- High intrinsic motivation

WORKING CONDITIONS:

Environment:

- Indoor office environment.
- Constant interruptions.

Physical Requirements:

- Ability to see for purposes of reading instructions, labels, and other printed matter and for the safe operation of equipment.
- Ability to hear and understand speech at normal levels in person and on the telephone.
- Ability to communicate so others will be able to clearly understand a normal conversation in person and on the telephone.
- Ability to operate computer, typewriter, calculator, copy machine, telephone, and other office equipment with dexterity and in a safe and efficient manner.
- Ability to frequently lift and move items weighing up to 20 pounds, including office supplies and printed materials.
- Ability to climb stairs.

Operation of Vehicles, Machinery, and Equipment Requirements:

- Ability to travel to a variety of locations within a reasonable time frame.
- Must be able to operate office, multimedia, and computer equipment.

Mental and Emotional Requirements:

- Ability to understand and follow oral and written directions.
- Ability to work independently with little direction.
- Ability to concentrate to meet numerous deadlines.
- Ability to establish and maintain effective working relationships with others.

- Ability to make independent decisions to respond to numerous requests, deadlines, and to prioritize assignments.
- Ability to exchange information.
- Ability to monitor student activities.
- Ability to learn the procedures, functions and limitations of assigned duties.

SPECIAL REQUIREMENTS

Applicants must successfully pass the skill test administered by the District; and, speak, read, and write in English.

Job Description: Office Assistant II (1/2019)

Laguna Beach Unified School District

18. ACTION

February 12, 2019

Approval:

Office Assistant III Job Description and Position for 4 Hours Per Day,

12 Months Per Year

Proposal

Staff proposes the Board of Education approve the job description for Office Assistant III and one position at 4 hours per day, 12 months per year.

Background

The District currently has one full-time, 12-month Technology and Reception Assistant position that was recently vacated. Staff carefully reviewed the duties and existing need for clerical support for district functions. Staff identified clerical support needs for the technology and instructional services departments, which could be accomplished through two part-time positions.

This position will support the clerical needs of the technology department. This individual will also provide support to the reception area as needed.

Budget Impact

The anticipated cost of this position is approximately \$48,000, depending on the salary placement and benefit selections of the employee selected for the position. However, since the existing position will not be replaced, there should be minimal impact to the District budget.

Recommended Action

Staff recommends the Board of Education approve the job description for Office Assistant III and one position at 5 hours per day, 12 months per year.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT Job Description: Office Assistant III

BASIC FUNCTION:

Under general supervision of a district administrator, to perform a wide variety of clerical functions of above-average difficulty, including typing and other general office duties; and to do other work as required.

ESSENTIAL DUTIES:

- Perform a variety of clerical and technical administrative tasks and serve as liaison with other district staff and the public.
- Coordinate the submission and follow up of Board Agenda-related items for the assigned department.
- Coordinate and schedule appointments, meetings, room assignments, and travel arrangements for the assigned department.
- Contact vendors, parents and staff members to convey requests, follow up on various items, and ensure proper coordination to enable deadlines to be met.
- Receives, tags and catalogs inventory of department-related equipment.
- Compile information and prepares reports and summaries.
- Answer the telephone and provides caller with routine information and data.
- Assist the public and office visitors by answering routine inquiries, by providing them with information and data, and by directing them to appropriate offices.
- Maintain a variety of alphabetical, numerical, and subject matter files and records.
- Type from rough drafts and notes, and prepares final copy of material.
- Perform a variety of data entry functions using a computer.
- · Receives, sorts, and distributes mail.
- Maintain simple financial or statistical records.

OTHER REPRESENTATIVE DUTIES:

- May provide clerical support for Board Agenda preparation and related tasks.
- May assist with monitoring of room reservations, posting notices and set up as assigned.
- May compose routine letters and memoranda.
- May receive and distribute books and other instructional materials or equipment.
- May receive money and prepare receipts for bank deposits.
- Engage in cross-training on district functions and demonstrate use of knowledge to support office needs.
- Participates in job-related or District trainings as required.
- Performs other related duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- Modern office methods, procedures, and techniques;
- Appropriate English usage, spelling, grammar, punctuation, and arithmetical concepts;
- Modern office methods, practices and procedures, including filing systems, receptionist and telephone techniques, business forms, letter and report writing, proofreading and office equipment operation;
- Use of the internet, file transfers, downloading and uploading data from websites;
- Record storage, retrieval, and management systems;
- School district organization, functions, policies, rules and regulations.

Ability to:

- Perform general clerical work of above-average difficulty with speed and accuracy;
- Explain and apply district policies;

- Address the public tactfully and courteously; answer questions in person and over the telephone;
- Use a computer to perform complex clerical and technical tasks;
- Deal effectively with a wide variety of personalities and situations requiring diplomacy, friendliness, poise and firmness;
- Make simple arithmetical calculations with speed and accuracy;
- Communicate effectively in oral and written form;
- Understand and carry out oral and written directions;
- Establish and maintain cooperative working relationships.

MINIMUM QUALIFICATIONS:

Experience:

Three or more years of experience performing varied general and technical clerical functions.

Education:

Equivalent to completion of the twelfth grade, including or supplemented by coursework in typing, record management, and general office practices.

LICENSES AND OTHER REQUIREMENTS

Possess and maintain a valid California Driver's License (Class "C" minimum) and validation of insured.

Personal Qualities:

- Independent worker
- Maturity and good judgment
- Neat and clean appearance
- Willingness to assume a wide range of responsibilities
- Willingness to learn new skills
- Willingness to continuously improve
- Pleasant interpersonal skills
- Good organizational skills
- Commitment to professional courtesy
- Belief in high standards
- · Commitment to professional responsibility
- High intrinsic motivation

WORKING CONDITIONS:

Environment:

- Indoor office environment.
- Constant interruptions.

Physical Requirements:

- Ability to see for purposes of reading instructions, labels, and other printed matter and for the safe operation of equipment.
- Ability to hear and understand speech at normal levels in person and on the telephone.
- Ability to communicate so others will be able to clearly understand a normal conversation in person and on the telephone.
- Ability to operate computer, typewriter, calculator, copy machine, telephone, and other office equipment with dexterity and in a safe and efficient manner.
- Ability to frequently lift and move items weighing up to 20 pounds, including office supplies and printed materials.
- Ability to climb stairs.

Operation of Vehicles, Machinery, and Equipment Requirements:

- Ability to travel to a variety of locations within a reasonable time frame.
- Must be able to operate office, multimedia, and computer equipment.

Mental and Emotional Requirements:

- Ability to understand and follow oral and written directions.
- Ability to work independently with little direction.
- Ability to concentrate to meet numerous deadlines.
- Ability to establish and maintain effective working relationships with others.
- Ability to make independent decisions to respond to numerous requests, deadlines, and to prioritize assignments.
- Ability to exchange information.
- Ability to monitor student activities.
- Ability to learn the procedures, functions and limitations of assigned duties.

SPECIAL REQUIREMENTS

Applicants must successfully pass the skill test administered by the District; and, speak, read, and write in English.

Job Description: Office Assistant III (1/2019)

Laguna Beach Unified School District

19. ACTION February 12, 2019

Approval: Joint Powers Authority for College and Career Access Pathways

Partnership between South Orange County Community College

District and Laguna Beach Unified School District

Proposal

Staff proposes the Board of Education approve the Joint Powers Authority (JPA) for a College and Career Access Pathways Partnership between South Orange County Community College District (SOCCCD) and Laguna Beach Unified School District (LBUSD) to offer a dual enrollment experience to our Laguna Beach High School (LBHS) students beginning with the summer 2019.

Background

At the January 15, 2019, Board of Education meeting, staff provided an informational report to the Board regarding the College and Career Access Pathways (CCAP) partnership agreement between South Orange County Community College District (SOCCCD) and the Laguna Beach Unified School District (LBUSD). This agreement permits the offering of the following courses with additional pathways added as they are developed:

Communication Fundamentals (COMM 1)	Beg. American Sign Language I (SIGN 21)	Intro to Psychology (PSYCH 1)			
Persuasion (COMM 2)	Beg. American Sign Language II (SIGN 22)	Intro to Biotechnology (BIOTECH)			
Argumentation/Debate (COMM 3)	History of Rock Music (MUS 28)				

In consideration of the shared goals associated with this Memorandum of Understanding (MOU) and in recognition of the benefit to be derived from the effective implementation of the program, the parties agree that their responsibilities under this agreement shall be as indicated in the MOU.

Budget Impact

The budget impact due to the signing of this JPA is estimated as follows:

- Approximately \$100 per book per course taken which will be paid for from curriculum and instruction budget.
- Student health fee of \$20 per student enrolling which will be paid for from high school site funds.

Recommended Action

Staff recommends the Board of Education approve the Joint Powers Authority (JPA) for a College and Career Access Pathways Partnership between South Orange County Community College District and Laguna Beach Unified School District effective June 24, 2019 through August 30, 2022, to offer a dual enrollment experience to our Laguna Beach High School students.

DUAL ENROLLMENT SOCCCD (IRVINE VALLEY COLLEGE)-LAGUNA BEACH UNIFIED SCHOOL DISTRICT COLLEGE & CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT 2019-2022

This is a College and Career Access Pathways Partnership Agreement (CCAP) hereinafter known as "Agreement" between South Orange Community College District SOCCCD (Irvine Valley College) and Laguna Beach Unified School District (LBUSD). The agreement is effective 1 March 2019 through 30 August 2022.

For clarity this document includes all sections of Education Code 76004.

AB 288, Holden. Public schools: College and Career Access Pathways partnerships filed with the California Secretary of State October 8, 2015. Section 76004 is added to the Education Code, to read:

76004. Notwithstanding Section 76001 or any other law:

- (a) The governing board of a community college district may enter into a College and Career Access Pathways (CCAP) partnership with the governing board of a school district for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness.
- (b) A participating community college district may enter into a CCAP partnership with a school district partner that is governed by a CCAP partnership agreement approved by the governing boards of both districts. As a condition of, and before adopting, a CCAP partnership agreement, the governing board of each district, at an open public meeting of that board, shall present the dual enrollment partnership agreement as an informational item. The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed agreement.

SOCCCD District Board Meetings:

- (a) Information Board Meeting Date: January 22, 2019
- (b) Public Comment/Approval Board Meeting Date: February 25, 2019

LBUSD Board Meetings:

- (a) Information Board Meeting Date: January 15, 2019
- (b) Public Comment/Approval Board Meeting Date: February 12, 2019
 - (c)(1) The CCAP partnership agreement shall outline the terms of the CCAP partnership and shall include, but not necessarily be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and

listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP partnership agreement shall also establish protocols for information sharing, in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses.

- (a) Total number of high school students to be served: 100 or more per term.
- (b) Total number of FTES projected to be claimed under this Agreement: approximately 30-45 per term (based on 100-150 students).
- (c) Scope, nature, time, location and listing of community college courses to be offered will be appended to this document each term during the term of this Agreement and shall be known as Appendix A. Appendix A shall accompany the original submission of this document to the Chancellor's Office and shall subsequently be submitted per Chancellor's Office instructions.
 - (2) The CCAP partnership agreement shall identify a point of contact for the participating community college district and school district partner.

SOCCCD (Irvine Valley College) Point of Contact:

Name: Traci Fahimi

Title: Dean, Social and Behavioral Sciences, Business Sciences, Academic Programs

Contact Information: (949) 451-5204, tfahimi@ivc.edu

LBUSD Point of Contact:

Name: Alysia Odipo

Title: Assistant Superintendent, Instructional Services Contact Information: (949) 497-7700, aodipo@lbusd.org

(3) A copy of the CCAP partnership agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department before the start of the CCAP partnership. The chancellor may void any CCAP partnership agreement it determines has not complied with the intent of the requirements of this section.

Date of CCAP submission to the Chancellor's Office: March 15, 2019.

By Whom: Traci Fahimi, Dean, Social and Behavioral Sciences, Academic Programs, Irvine Valley College

- (d) A community college district participating in a CCAP partnership shall not provide physical education course opportunities to high school pupils pursuant to this section or any other course opportunities that do not assist in the attainment of at least one of the goals listed in subdivision (a).
- (e) A community college district shall not enter into a CCAP partnership with a school district within the service area of another community college district, except where an agreement exists, or is established, between those community college districts authorizing that CCAP partnership.

(f) A high school pupil enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011.

SOCCCD (Irvine Valley College) agrees to abide by sections (d), (e), and (f) above.

- (g) A community college district participating in a CCAP partnership may assign priority for enrollment and course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending a middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001.
- (h) The CCAP partnership agreement shall certify that any community college instructor teaching a course on a high school campus has not been convicted of any sex offense as defined in Section 87010, or any controlled substance offense as defined in Section 87011.

Under the terms of this Agreement, any community college instructor teaching at a high school campus must submit to a live scan fingerprint analysis which will be kept on file at the South Orange College Community College District and the Laguna Beach Unified School District.

(i) The CCAP partnership agreement shall certify that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus.

SOCCCD (Irvine Valley College) and LBUSD hereby certify that no existing high school teachers will be displaced or terminated as a result of CCAP partnership courses being taught on the high school campus.

(j) The CCAP partnership agreement shall certify that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus.

SOCCCD (Irvine Valley College) and LBUSD hereby certify that no Irvine Valley College faculty members have been displaced or terminated as a result of CCAP partnership courses being taught on the high school campus.

- (k) The CCAP partnership agreement shall include a certification by the participating community college district of all of the following:
- (1) A community college course offered for college credit at the partnering high school campus does not reduce access to the same course offered at the partnering community college campus.

SOCCCD (Irvine Valley College) hereby certifies that the courses listed in Appendix A of this Agreement do not reduce access to the same courses offered at Irvine Valley College.

(2) A community college course that is oversubscribed or has a waiting list shall not be offered in the CCAP partnership.

SOCCCD (Irvine Valley College) hereby certifies that college departments offering the courses listed in Appendix A of this Agreement do not have oversubscribed sections prior to commencement of the term.

(3) Participation in a CCAP partnership is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the community college.

SOCCCD (Irvine Valley College) hereby certifies that pupils participating in this Agreement will not lead to enrollment displacement of otherwise eligible students at Irvine Valley College.

(I) The CCAP partnership agreement shall certify that both the school district and community college district partners comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.

LBUSD and SOCCCD (Irvine Valley College) hereby certify that this Agreement complies with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching courses listed in Appendix A of this document.

Further, SOCCCD (Irvine Valley College) hereby certifies that all instructors teaching courses listed in Appendix A of this Agreement have met Minimum Qualifications prescribed according to the document "Minimum Qualifications for Faculty and Administrators in California Community Colleges" dated January 2012.

- (m) The CCAP partnership agreement shall specify both of the following:
- (1) Which participating district will be the employer of record for purposes of assignment monitoring and reporting to the county office of education.

Laguna Beach Unified School District will be the employer of record for all District-paid teachers participating in this Agreement.

SOCCCD will be the employer of record for all community college-paid faculty teaching at the high schools listed in this Agreement.

(2) Which participating district will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.

Laguna Beach Unified School District will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.

SOCCCD (Irvine Valley College) will direct the respective college departments to conduct evaluation of all faculty teaching under this Agreement according to the regular college

faculty evaluation guidelines and timelines.

(n) The CCAP partnership agreement shall certify that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering school district, and shall involve a collaborative effort between high school and community college faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.

LBUSD and SOCCCD (Irvine Valley College) hereby certify that any remedial course work will be offered in compliance with the conditions specified above in (n).

- (o) (1) A community college district may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP partnership agreement.
- (2) For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus pursuant to paragraph (1) of subdivision (p) shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils.
- (p) A community college district may allow a special part-time student participating in a CCAP partnership agreement established pursuant to this article to enroll in up to a maximum of 11 units per term if all of the following circumstances are satisfied:
- (1) The units constitute no more than four community college courses per term.
- (2) The units are part of an academic program that is part of a CCAP partnership agreement established pursuant to this article.
- (3) The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.
- (q) The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.

SOCCCD (Irvine Valley College) hereby agrees to the conditions specified above in (o), (1), (2), and (3).

(r) A district shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment.

LBUSD and SOCCCD (Irvine Valley College) agree that the District shall claim full Average Daily Attendance (ADA) per pupil for at least 240 minutes of non-college instruction for each CCAP pathway listed in Appendix A.

SOCCCD (Irvine Valley College) agrees to restrict college course enrollment to pupils affected by this Agreement to no more than two college sections during the regular high school day for each CCAP pathway listed in Appendix A.

Pursuant to section (p) above, for each CCAP pathway listed in Appendix A pupils under this Agreement could take up to 11 units or a maximum of four college courses per term, but the other two community college courses must occur either in zero period, after school, at the community college campus, or online.

- (s) The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity.
- (t) (1) For each CCAP partnership agreement entered into pursuant to this section, the affected community college district and school district shall report annually to the office of the Chancellor of the California Community Colleges all of the following information:
- (A) The total number of high school pupils by school site enrolled in each CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
- (B) The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants.
- (C) The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants.
- (D) The total number of full-time equivalent students generated by CCAP partnership community college district participants.

SOCCCD (Irvine Valley College) and LBUSD agree to annually report to the office of Chancellor of the California Community College sections A through D above.

- (2) On or before January 1, 2021, the chancellor shall prepare a summary report that includes an evaluation of the CCAP partnerships, an assessment of trends in the growth of special admits system wide and by campus, and, based upon the data collected pursuant to this section, recommendations for program improvements, including, but not necessarily limited to, both of the following:
- (A) Any recommended changes to the statewide cap on special admit full-time equivalent students to ensure that adults are not being displaced.
- (B) Any recommendation concerning the need for additional student assistance or academic resources to ensure the overall success of the CCAP partnerships.
- (3) The chancellor shall ensure that the number of full-time equivalent students generated by CCAP partnerships is reported pursuant to the reporting requirements in Section 76002.
- (u) The annual report required by subdivision (t) shall also be transmitted to all of the following:
- (1) The Legislature, in compliance with Section 9795 of the Government Code.

- (2) The Director of Finance.
- (3) The Superintendent.
- (v) A community college district that violates this article, including, but not necessarily limited to, any restriction imposed by the board of governors pursuant to this article, shall be subject to the same penalty as may be imposed pursuant to subdivision (d) of Section 78032.
- (w) The statewide number of full-time equivalent students claimed as special admits shall not exceed 10 percent of the total number of full-time equivalent students claimed statewide.
- (x) Nothing in this section is intended to affect a dual enrollment partnership agreement existing on the effective date of this section under which an early college high school, a middle college high school, or California Career Pathways Trust existing on the effective date of this section is operated. An early college high school, middle college high school, or California Career Pathways Trust partnership agreement existing on the effective date of this section shall not operate as a CCAP partnership unless it complies with the provisions of this section.
- (y) This section shall remain in effect only until January 1, 2022, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2022, deletes or extends that date.

In compliance with AB 288, assessment of the LBUSD students' benefit from the courses taken as part of the CCAP will be based on, in part, high school completion rate, job placement or certificate completion and continuance of college courses beyond CCAP.

EXIT CLAUSE

For purposes of allowances and apportionments from Section B of the State School Fund, Irvine Valley College reserves the right to cancel this program or convert a CCAP pathway into a fee-based contract education program if the South Orange County Community College District experiences a workload reduction, a significant budget reduction, a regulatory change disallowing apportionment for special admissions (high school) students, or elimination of basic aid funding of the South Orange County Community College District. Irvine Valley College will communicate any necessary change in writing within 5 working days. A change to fee-based instruction would be effective for the following term.

LBUSD reserves the right to cancel this program or work with Irvine Valley College to move it to another site if LBUSD experiences a significant budget reduction, staffing issues, facilities issues, low enrollment or other unforeseen difficulties. LBUSD will communicate any necessary change in writing within 5 working days prior to the cancellation going into effect.

SHARING OF EXPENSES

The sharing of expenses will be determined by mutual agreement between LBUSD and SOCCCD (Irvine Valley College) and recorded within the Appendix attachment for each CCAP program of study.

WORKERS' COMPENSATION INSURANCE

SOCCCD and LBUSD at its sole cost and expense, shall obtain and keep in full force during the term of this Agreement, Workers' Compensation and Employer's Liability Insurance in a form and amount covering SOCCCD's and LBUSD's full liability under the Workers' Compensation Insurance and Safety Act of the State of California.

GENERAL LIABILITY INSURANCE

SOCCCD and LBUSD at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force Commercial General Liability insurance for bodily injury and property damage, including accidental death in the combined single limit of not less than \$1,000,000 per occurrence and \$3,000,000 excess/umbrella liability.

LBUSD agrees to provide the proper endorsement to the policies stating, "South Orange County Community College District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written agreement. Such insurance as is afforded by this policy shall be primary, and any insurance carried by SOCCCD shall be excess and noncontributory."

SOCCCD agrees to provide the proper endorsement to the policies stating, "Laguna Beach Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written agreement. Such insurance as is afforded by this policy shall be primary, and any insurance carried by LBUSD shall be excess and noncontributory."

HOLD HARMLESS CLAUSE

The South Orange County Community College District shall not be liable to the Laguna Beach Unified School District for personal injury or property damage sustained by Laguna Beach Unified School District in the performance of this Agreement, whether caused by Laguna Beach Unified School District, the South Orange County Community College District, its officers, agents or employees, or by any third party.

The Laguna Beach Unified School District shall not be liable to the South Orange County Community College District for personal injury or property damage sustained by South Orange County Community College District in the performance of this Agreement, whether caused by South Orange County Community College District, Laguna Beach Unified School District, its officers, agents or employees, or by any third party.

Laguna Beach Unified School District agrees to and does hereby indemnify, hold harmless and defend the South Orange County Community College District and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever arising out of or in any way connected with this Agreement.

South Orange County Community College District agrees to and does hereby indemnify, hold harmless and defend the Laguna Beach Unified School District and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense (including attorney's fees), of any nature whatsoever arising out of or in any way connected with this Agreement.

	Date
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. Kathleen Burke,	
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and change coming community consignations.	
	Date
. Glenn R. Roquemore,	Date
esident	
ine Valley College	
	Date
Jason Viloria perintendent	

In witness thereof, the Chancellor of the South Orange Community College District, the President of Irvine Valley College, and the Superintendent of the Laguna Beach Unified

School District are the signatories of this Memorandum of Understanding.

Laguna Beach Unified School District

APPENDIX A

SCOPE, NATURE, TIME, LOCATION AND LISTING OF COMMUNITY COLLEGE COURSES TO BE OFFERED

SCOPE:

To be determined by mutual agreement during the timespan of this agreement. Approximately 200 hours of classroom lecture and/or laboratory college-level instruction per course in a variety of courses that constitute pathways to degrees, certificates and/or transfer.

NATURE OF THE COURSES:

Career Technical Education and College and Career Access Pathways partnership courses in a variety of fields offered by Irvine Valley College. Offerings are open to students of the LBUSD exclusively and are in full compliance with AB 288.

TIME AND LOCATION:

The IVC courses will be scheduled at LBUSD campuses or online during fall, spring and/or summer terms, either before, during or after the bell schedule, based on mutual agreement and demand. If requested, courses may be offered at Irvine Valley College.

COURSE DESCRIPTIONS (LISTING):

The courses listed below may be offered during the effective dates of this agreement by mutual agreement. Neither the SOCCCD nor LBUSD are obligated to offer these courses. More courses may be added to this list by mutual agreement between LBUSD and IVC at any time during the partnership agreement.

BIO 10 BIOCHEMISTRY FOR HEALTH SCIENCES 4 Units - 3 hours lecture, 3 hours lab Transfers: CSU. UC

Recommended Preparation: MATH 350A, MATH 350B, MATH 350C, MATH 350D, MATH 350E, MATH 350F, MATH 350G, MATH 350H

This course addresses the application of chemical principles to biological systems, especially at the cellular level of structure and function. Essential topics include the nature of biologically important solutions and colloids; structure, functions and interactions of biological macromolecules; interactions of biological molecules in formation and functions of biological membranes; intracellular metabolism and enzyme functions; and genetic control of biological functions. The course is intended for health science students who have no previous background in sciences.

BIOT 70: Introduction to Biotechnology 3 Units: 3 hours lecture

Transfers: CSU, UC

Biotechnology is the use of microorganisms or biological substances, such as enzymes, to solve problems, develop or make useful products, perform specific industrial or manufacturing processes such as the bio-conversion of organic waste and the use of genetically altered bacteria in the cleanup of oil spills. This course is an introduction to the field of biotechnology including a history of its origin and development, a survey of modern industrial applications and accomplishments, ethical considerations, and career paths. Industry practices and ethics will be emphasized. Field trips may be required.

BIOT 70L: Introductory Biotechnology Laboratory 1 Unit: 3 hours lab

Transfers: CSU, UC

This laboratory course addresses basic skills and techniques common to the biotechnology industry. Topics include measurement of activity and quantity of proteins, growth and manipulation of bacteria, genetic engineering and antibody methods. This course is intended for students majoring in applied biotechnology and is the recommended course to accompany BIOT 70.

BIOT 273 Biotechnology A: Basic Lab Skills 4 Units: 3 hours lecture, 3 hours lab Biotechnology transforms knowledge that emerges from life science research into products of value to people. This course provides students with a foundation in techniques necessary to work as effective professionals in a biotechnology laboratory or production facility. Emphasis placed on metrology (the study of measurement), solution preparation and sterilization, aseptic technique, performing assays and basic biological separation methods. The course integrates ethical considerations along with product quality systems documentation; trouble-shooting; calibration, accuracy and precision error reduction. Integrating a "quality-mind-set" into their laboratory work is important for students who plan to work in a biotechnology company or someday aspire to generate meaningful results in a research environment

COMM 1 COMMUNICATION FUNDAMENTALS

3 Units - 3 hours lecture

Transfers: CSU, UC

This course offers students an opportunity to understand and use the components and processes of oral communication. The course is designed to develop fundamental skills in effective listening; selecting and researching topics; organizing and supporting ideas; preparing and presenting informative and persuasive speeches; and evaluating speech content and delivery. Student presentations are required. Credit may be earned in either COMM 1 or COMM 1H, but not both. C-ID: COMM 110.

COMM 2 PERSUASION 3 Units - 3 hours lecture

Transfers: CSU, UC Prerequisite: COMM 1

This course examines the components of persuasive messages. The course focuses upon ethics, logic, reasoning, and fallacies as they relate to the use of evidence, speaker credibility, and emotional appeals directed toward various types of audiences. C-ID: COMM 190.

COMM 3 ARGUMENTATION AND DEBATE 3 Units - 3 hours lecture

Transfers: CSU, UC Prerequisite: COMM 1

This course focuses on the application of argumentative methods, analysis, sound reasoning, and critical thinking. Students participate in various types of debates on current topics, conducting research, formulating propositions, and discovering issues as they apply to social and personal decision making. C-ID: COMM 120.

MUS 28 HISTORY OF ROCK MUSIC 3 Units - 3 hours lecture

Transfers: CSU, UC

This course traces the development and history of rock music in the United States. Students study musical, sociological and political aspects of rock music as well as important people, ensembles, and institutions of the genre. The course includes a general study of musical elements such as melody, harmony, rhythm and orchestration as they pertain to the diverse styles of rock music. Attendance at live concerts may be required.

PSYC 1 INTRODUCTION TO PSYCHOLOGY 3 Units - 3 hours lecture

Transfers: CSU, UC

Prerequisite: Eligibility for WR 201, ESL 201 or WR 399

This course is an introduction to the major concepts, theoretical perspectives, empirical findings, and historical trends in psychology. Credit may be earned in either PSYC 1 or PSYC 1H, but not both. C-ID: PSY 110

SIGN 21 BEGINNING AMERICAN SIGN LANGUAGE I 4 Units - 4 hours lecture Transfers: CSU, UC

This course is designed to develop the student's ability to understand and communicate in American Sign Language (ASL). The course introduces the language of sign; the manual alphabet (finger spelling); and the basic vocabulary, grammar, syntax, and conversational conventions of ASL. The emphasis is on ASL as a visual-gestural language and on the unique cultural and linguistic features of the Deaf community. SIGN 21 is equivalent to two years of high school ASL.

SIGN 22 BEGINNING AMERICAN SIGN LANGUAGE II 4 Units - 4 hours lecture

Transfers: CSU, UC Prerequisite: SIGN 21

This course is designed to further develop the student's ability to understand and communicate in American Sign Language (ASL). The emphasis is on expanding ASL vocabulary and finger-spelling skills and on syntactical accuracy. This course discusses the appropriate use of sign language in various social contexts and examines cultural versus pathological perspectives on Deafness. SIGN 22 is equivalent to three years of high school ASL.

COSTS:

Instructor: Will be provided by: Irvine Valley College

Estimated cost: $1.5 LHE \times \$1,500 = \$2,250 per class$

3 LHE x \$1,500 = \$4,500 per class 4 LHE x \$1,500 = \$6,000 per class 5 LHE x \$1,500 = \$7,500 per class

Textbooks: ____ are not required

✓ are required

Will be provided by: LBUSD_

Estimated cost (based on max enrollment):
Year 1: Will vary based on class requirements
Year 2: Will vary based on class requirements

Supplies: Will be provided by: LBUSD

Estimated cost: <u>Varies by course. There are no</u> materials or supplies fees associated with most of the

above-listed classes.

Fees: Will be provided by: LBUSD

Estimated cost: A health fee is assessed for courses offered online or at the Irvine Valley College campus. Health fees vary by term and may change during the course of this agreement. Check the college website for current health

fees. Other fees are waived per AB288.

Laguna Beach Unified School District

20. ACTION February 12, 2019

Approval: Low Performing Students Block Grant in the amount of \$112,633.00

Proposal

Staff proposes the Board of Education approve the acceptance and use of the Low Performing Students Block Grant (LPSBG) in the amount of \$112,633.00 as outlined below.

Background

The California Department of Education (CDE) has approved a one-time block grant to school districts to assist in addressing the achievement gap for all students. CDE currently estimates the funding of this grant at \$1,976 per eligible student. The funding will be distributed on a per-student basis to school districts for students that are identified as low-performing on the latest available state English language arts or mathematics assessments and who are neither identified for special education services nor identified as low-income, English learner or foster youth. "Low-performing" is defined as not meeting academic achievement standards on the most recently available results of the CAASPP test in any of the following ways:

- 1. Does not meet achievement standard, "level 1," in both English language arts and mathematics.
- 2. Does not meet achievement standard, "level 1," in either English language arts or mathematics, and nearly meets the achievement standard, "level 2," in the other subject.
- 3. Does not meet achievement standard, "level 1," in either English language arts or mathematics, and does not have a valid score for the other subject.

CDE determined the eligible student count and automatically apportioned the block grant by LEA, currently estimated at \$1,976 per eligible student. These block grant funds may be expended through 2020-21 and shall be used for evidence-based services that directly support student academic achievement. These services include but are not limited to, professional development activities for certificated staff, instructional materials, or additional support for students. As a condition for receiving grant funds, the LEA shall develop a plan describing how the funds will increase or improve evidence-based services for the identified students to accelerate increases in academic achievement, and how the effectiveness of the services will be measured. The plan shall include information regarding how the services align with and are described in the Laguna Beach Unified School District's Local Control Accountability Plan (LCAP).

Finally, the plan shall be discussed and adopted at a regularly scheduled School Board meeting. Staff must report to the Superintendent of Public Instruction regarding the adopted plan on or before March 1, 2019. Grant recipients must also report to the Superintendent of Public Instruction (SPI) on or before November 1, 2021, regarding the implementation of the plan including strategies used and whether the plan increased the academic performance of the target students.

The Laguna Beach Unified School District intends to provide professional training, particularly in the area of secondary mathematics, with Jo Boaler for Mathematical Mindsets. Online YouCubed training sessions would be offered to all K-12 teachers that teach mathematics.

Budget Impact

The budget impact is the acceptance of the Low Performing Students Block Grant into the Laguna Beach Unified School District Instruction budget.

Recommended Action

Staff recommends the Board of Education approve the use of the Low Performing Students Block Grant in the amount of \$112,633.00.

Laguna Beach Unified School District

21. ACTION February 12, 2019

Approval: Single Plan for Student Achievement (SPSA) - All Sites

Proposal

Staff proposes the Board of Education approve the 2018-19 Single Plan for Student Achievement (SPSA) for each school site.

Background

California Education Code Section 64001 specifies that schools and districts that receive state and federal or other applicable funding through the district's Consolidated Application (ConApp) process prepare a Single Plan for Student Achievement (SPSA) for any recipient school. The SPSA is a blueprint to improve the academic performance of all students. The purpose of SPSA is to provide a process for assessing the needs of students, engaging the school community in a thoughtful planning process to ensure all students succeed, engaging schools in a process of continuous improvement, and evaluate the effectiveness of current activities and program expenditures.

At each site, the School Site Council (SSC) is responsible for creating and approving the plan, monitoring its implementation, and evaluating the effectiveness of the planned activities at least annually. The plan describes the school's overall vision for students, annual goals, and specific actions that will be taken to achieve the vision and goals. In a process similar to the Local Control Accountability Plan (LCAP), the SPSA is intended to foster a cycle of continuous improvement for all students.

The SPSAs are aligned to the Local Control Accountability Plan (LCAP) and the eight State Priorities for the Local Control Funding Formula (LCFF) to provide consistency throughout the district in our goals and actions. In addition, the SPSA helps assure that the LCAP reflects the needs, priorities, and stakeholder input for each school site. The plans also detail how the school site will help achieve the school and district goals, and assess how well the strategies in the plan will improve student outcomes.

The eight State Priorities are:

- 1. Providing all students access to fully credentialed teachers, instructional materials that align with state standards, and safe facilities.
- 2. Implementing of California's academic standards, including the California State Standards in English language arts/English language development, mathematics, Next Generation Science Standards, history-social science, visual and performing arts, health education and physical education standards.

- 3. Parent involvement and participation, to engage the local community in the decision-making process about the educational programs of students.
- 4. Improving student achievement and outcomes using multiple measures, including test scores, English proficiency, and college and career preparedness.
- 5. Supporting student engagement, including student attendance rates.
- 6. Highlighting school climate and connectedness through a variety of measures, such as suspension and expulsion rates and other locally identified means.
- 7. Ensuring all students have access to classes that prepare them for college and careers, regardless of the school they attend or where they live.
- 8. Measuring other important student outcomes related to required areas of study, including physical education and the arts.

The LBUSD SPSA development process is structured in four phases. In the first phase, near the beginning of the school year, schools plan for School Site Council (SSC) meetings, including bylaws, council composition, roles and responsibilities of elected members, additional advisory groups, and timelines. Student achievement data is analyzed and the effectiveness of current improvement strategies is measured by school leadership teams and SSCs. Schools then begin to align goals, key improvements, and budget, including any site categorical funds, with district LCAP. Part of this alignment includes ensuring students at risk of not meeting standards are supported by SPSA actions and services. School leaders also collaboratively review last year's goals and actions for all four schools.

This year, an LCAP Advisory Committee was held in conjunction with a SSC meeting at each school site. Beyond the SSC members, all local families were encouraged to attend each sites' meeting. LCAP Survey and Dashboard data were shared at these meetings specific to each school. After gathering input from the LCAP Advisory, the SSCs revised their SPSAs and submitted them for inclusion in the LCAP and Board approval process.

During the second phase of the school year, SSCs provide input, review, and approval of the SPSA. The third phase includes a further collaboration with the Instructional Services department and a recommendation to the Board of Trustees for approval. During the last phase of the year, schools review the implementation and effectiveness of planned activities and monitor SPSA implementation and data collection. A new SPSA template was recently released by the California Department of Education (CDE). Training for this new template will be provided for schools at the end of the current school year, with a follow up at the beginning of the next school year.

Some of our major initiatives this year include the following:

- Revisiting the Professional Learning Community (PLC) process
- Developing Essential Learning Outcomes for each grade level and content area
- Preparing for history/social science materials adoption
- Continuing expansion of a comprehensive multi-tiered system of support (MTSS) through targeted interventions and social-emotional support

- Improving school climates through participation in programs and practices, including as Challenge Success, restorative practices, social-emotional learning, WEB, Link Crew, and No Place for Hate
- Exploring supplemental instructional programs and assessments
- Expanding CTE/STEAM opportunities, inquiry-based learning practices, vertical alignment collaboration, and targeted math and literacy academic support

The next district-wide LCAP Advisory Meeting will be held on March 14. The Instructional Services staff will then provide an overview of the LCAP at a Board Study Session. Finally, this year's proposed LCAP will be agendized for public hearing and school board approval in June 2019.

Budget Impact

The Single Plans for Student Achievement (SPSA) provide input into the goals, actions, and expenditures for the Local Control Accountability Plan (LCAP), which drives the district's LCFF expenditures.

Recommended Action

Staff recommends that the Board of Education approve the Single Plan for Student Achievement (SPSA) for each school site.

Laguna Beach Unified School District

22. ACTION February 12, 2019

Approval:

Approval of the Continued Career Technical Education Incentive Grant (CTEIG) Memorandum of Understanding (MOU) Between the Laguna Beach Unified School District (LBUSD) and the College and Career Advantage (CCA) For the Period of June 1, 2018, through June 30, 2020

Proposal

Staff proposes the Board of Education approve the Career Technical Education Incentive Grant (CTEIG) Memorandum of Understanding (MOU) Between the Laguna Beach Unified School District (LBUSD) and the College and Career Advantage (CCA). The purpose of this agreement is to continue a cooperative and mutually beneficial relationship between the parties and to set forth the responsibilities of the parties as related to the implementation of the Career Technical Education Incentive Grant Program.

Background

The California Career Technical Education Incentive Grant Program was established as a state education, economic, and workforce development initiative with the goal of providing pupils in kindergarten through grade twelve, inclusive, with the knowledge and skills necessary to transition to employment and postsecondary education. The purpose of this program is to encourage and maintain the delivery of career technical education programs during the implementation of the District's Local Control Funding Formula (LCFF). Education Code (EC) sections 53070–53076.4

The previous CTEIG application and approval was a three-year term duration. The CTEIG will now have a year by year application process. Applicants must successfully complete all of the deliverables for the previous year in order to be eligible to submit a new application for the next year of funding. Applicants wishing to apply as a consortium must complete an MOU establishing the partnership. The MOU with original signatures of all participating members must be submitted to the California Department of Education (CDE), Career and College Transition Division (CCTD), prior to issuance of the Grant Award Notification (GAN).

The CCA has been an important partner with LBUSD in developing a comprehensive program that meets the requirements for the 11 High-Quality Elements of a CTE program. The areas of focus for the new CTEIG application from the CCA and LBUSD partnership include continuing support for career counseling services, equipment to

maintain and enhance current CTE offerings, and expanding internships from local business/industry partners, elementary and middle school CTE related programs, industry-related certifications, and student leadership opportunities. The goal for these areas of focus and partnership is to continue to grow student participation and pathway completion in CTE.

Budget Impact

The 2018–19 CTEIG grant requires a match of \$2.00 for every \$1.00 received from this program. The estimated amount to be received from CTEIG is \$110,000.00.

Recommended Action

Staff recommends the Board of Education approve the Career Technical Education Incentive Grant Program (CTEIG) Memorandum of Understanding (MOU) between Laguna Beach Unified School District (LBUSD) and College and Career Advantage (CCA) for the period of June 1, 2018, through June 30, 2020.

California Career Technical Education Incentive Grant Program Memorandum of Understanding (MOU) Between Laguna Beach Unified School District and College and Career Advantage

This memorandum of understanding sets forth the terms of agreement between the Laguna Beach Unified School District (hereafter LBUSD) and College and Career Advantage (hereafter CCA), with regards to participation in the California Career Technical Education Incentive Grant Program.

Background

The California Career Technical Education Incentive Grant Program is established as a state education, economic, and workforce development initiative with the goal of providing pupils in kindergarten and grades 1 to 12, inclusive, with the knowledge and skills necessary to transition to employment and postsecondary education. The purpose of this program is to encourage and maintain the delivery of career technical education programs during implementation of the District's Local Control Funding Formula.

II. Purpose of the Agreement

It is the purpose of this agreement to establish a cooperative and mutually beneficial relationship between the parties and to set forth the responsibilities of the parties as related to the implementation of the Career Technical Education Incentive Grant Program.

III. Duration of the Agreement

The term of this agreement shall be from June 1, 2018 through and including June 30, 2020 unless modified or terminated in writing. Termination can be exercised by either party 30 days following written notice.

IV. Responsibilities

In consideration of the shared goals associated with this agreement, and in recognition of the benefit to be derived from the effective implementation of the program, the parties agree that their responsibilities under this agreement shall be as follows:

LBUSD shall:

Provide a proportional dollar-for-dollar match for any funding received from the California Career Technical Education Incentive Grant Program, as follows:

A. For the term beginning June 1, 2018, two dollars (\$2) for every one dollar (\$1) received from this program. For the 2018-20 application, matching funds may be based on local match expenditures starting June 1, 2018, to June 30, 2020.

The Executive Director of Career Technical Education for College and Career Advantage will prepare and submit all required documentation related to this grant.

CCA shall:

Meet all of the eligibility standards, as follows:

- A. Offer high quality curriculum and instruction aligned with the California Career Technical Education Model Curriculum Standards, including, but not limited to, providing a coherent sequence of career technical education programs that lead to a career pathway or attain employment upon graduation.
- B. Provide pupils with quality career exploration and guidance.
- C. Provide pupils support services, including counseling and leadership development.
- D. Provide for system alignment, coherence, and articulation, including ongoing and structural regional or local partnerships with postsecondary educational institutions, documented through formal written agreements.
- E. Form ongoing and structural industry and labor partnerships, documented through formal written agreements and through participation on advisory committees.
- F. Provide opportunities for pupils to participate in after school, extended day, and out-of-school internships, competitions, and other work-based learning opportunities.
- G. Reflect regional or local labor market-demands and focus on current and emerging high-skill, high-wage, or high-demand occupations.
- H. Provide programs that lead to an industry-recognized credential or certificate, or appropriate postsecondary training or employment.
- Provide skilled teachers with appropriated credentials, as well as skilled administrators and support staff who provide professional development opportunities.
- J. Report data as a program participation requirement to allow for evaluation of the program. Data elements shall include, but not be limited to, metrics aligned with the core metrics required by the federal Workforce Innovation and Opportunity Act and the quality indicators described in the California State Plan for Career Technical Education required by the federal Carl D. Perkins Career and Technical Improvement Act of 2006, and the following metrics:
 - i. The number of pupils completing high school.
 - ii. The number of pupils completing career technical education coursework.
 - iii. The number of pupils obtaining an industry-recognized credential, certificate, license, or other measure of technical skill attainment.
 - iv. The number of former pupils employed and the types of businesses in which they are employed.
 - v. The number of former pupils enrolled in a postsecondary educational institution, a state apprenticeship program or another form of job training.

V. Additional Provisions

- 1. As the administrative agency for the JPA, Laguna Beach Unified School District will receive and administer the JPA's allocated funds, and submit the necessary plans, applications, and all fiscal claims to the California Department of Education (CDE). Each of the LEAs participating in the JPA will cooperate in the development of these documents and will provide timely responses to the JPA fiscal agent's request for information and data.
- 2. Each member of the JPA will release the Average Daily Attendance (ADA) of their students in their district that will participate in the JPA's CTE programs to determine funding for this specific CTEIG funding structure. The JPA will report only those students' ADA that the member has released for the purpose of determining the grant allocation award. Each member and fiscal agent will submit data on CTE students according to what they are claiming or releasing of ADA for the grant funding structure of ADA, as outlined in Education Code (EC) Section 53071, (B), i-v. Each member of the MOU and fiscal lead agency will sign all grant assurances and comply with all requirements as a grant recipient for the CTEIG funding, as outlined in EC Section 53071. In accordance with the CTEIG program, EC Section 53070, (b) of the amounts appropriated in paragraphs (1) through (3), inclusive, of subdivision (a), 4 percent is designated for applicants with average daily attendance of less than or equal to 140, 8 percent is designated for applicants with average daily attendance of more than 140 and less than or equal to 550, and 88 percent is designated for applicants with average daily attendance of more than 550. For purposes of this section, average daily attendance shall be those figures that are reported at the time of the second principal apportionment for the previous fiscal year for pupils in grades 7 to 12, inclusive. For any applicant consisting of more than one school district, county office of education, charter school, or regional occupational center or program operated by a joint powers authority, or of any combination of these entities, the sum of the average daily attendance for each of the constituent entities shall be used for purposes of this subdivision.
- 3. This agreement is entered into by the duly authorized officials of each respective party.
- It is understood by both parties that each will fulfill its responsibility under the MOU in accordance with the provisions of law and regulations that govern their activities.
- 5. Nothing in this agreement is intended to negate or otherwise render ineffective any previous agreements.
- 6. If at any time either party is unable to complete their responsibilities under this agreement, the affected party shall immediately provide written notice to the other party to establish a date for mutual termination of the agreement.
- 7. This MOU constitutes the entire agreement hereto with respect to the subject matter.

- 8. No amendment, modification or alteration in the terms of the MOU shall be binding on either party unless submitted in writing.
- 9. This MOU may be amended by the mutual written consent of the parties.

Approved By:
Laguna Beach Unified School District
Signature:
Name/Title: Date:
College and Career Advantage
Signature:
Name/Title: Jawes Recurdon Feared Pres. Date: 1/10/2019

Laguna Beach Unified School District

23. ACTION February 12, 2019

Approval: 2019-20 LBUSD Comprehensive District and School Safety Plan

Proposal

Staff proposes the Board of Education approve the LBUSD Comprehensive District and School Safety Plan update for the 2019-20 school year.

Background

California Education Code 32286 requires a Comprehensive School Safety Plan be evaluated and amended by a School Site Council or a School Safety Planning Committee prior to March 1st for the following school year. A "safety plan" is defined as a plan aimed at appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety. The Comprehensive District and School Safety Plan is designed to be utilized as a school resource for prevention, preparedness, response, recovery planning, and training.

The District Safety Committee developed a comprehensive update to the current 2018-19 plan relevant to the needs and resources of the particular schools and District Office for the 2019-20 school year. The update focused on the following four sections:

- 1.) Active Shooter Drill
- 2.) Site Emergency Contact Form
- 3.) Evacuation and Reunification
- 4.) Site Emergency Drill Log
- 5.) Legal References

The goal of the update performed is to promote a safe and positive school environment that supports and encourages student learning.

Budget Impact

There is no fiscal impact as a result of this action.

Recommended Action

Staff recommends the Board of Education approve the LBUSD Comprehensive District and School Safety Plan update for the 2019-20 school year.

Laguna Beach Unified School District

24. ACTION February 12, 2019

Approval: Authorize the Assistant Superintendent of Business Services to File a

Notice of Completion (NOC) with the County of Orange Recorder's Office for Schneider Electric Buildings Americas, Inc. for the Energy

Conservation Services Project

Proposal

Staff proposes the Board of Education accept the contract for Schneider Electric Buildings Americas, Inc. for the Energy Conservation Services project as complete and authorize the Assistant Superintendent of Business Services to file a Notice of Completion with the County of Orange Recorder's Office.

Background

On June 28, 2016 the Board of Education approved the award of a contract to Schneider Electric Buildings Americas, Inc. for the Energy Conservation Services project The contract is substantially complete and ready for acceptance by the Board of Education. At this time, staff requests the Board accept this contract as complete and authorize the filing of a Notice of Completion (NOC) with the County of Orange Recorder's Office.

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

Budget Impact

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

Recommended Action

Staff recommends that the Board of Education accept the contract for Schneider Electric Buildings Americas, Inc. for the Energy Conservation Services project as complete and authorize the Assistant Superintendent of Business Services to file a Notice of Completion with the County of Orange Recorder's Office.



LAGUNA BEACH UNIFEID SCHOOL DISTRICT – Energy Services Contract Final Reconciliation Letter

December 11, 2018

Schneider Electric Buildings Americas, Inc. P.O. Box 841868 Dallas, Texas 75284-1868

PROJECT: Energy Services Contract
SUBJECT: Final Reconciliation Letter

This closeout letter constitutes as a full and final compromise settlement of any and all known and unknown claims by the Contractor against the Owner Laguna Beach Unified School District (District) for the **Energy Services Contract** (Project), including but not limited to, disputed, undisputed and doubtful claims. Payment of Owner of the amount agreed under this contract in the amount of \$ 6,409,518.00 shall constitute a full and complete accords and satisfaction of all such claims and shall constitute payment in full and a full release and discharge of owner, and their respective officers, directors, agents, sureties and employees from any and all further liability in connection with the subject project and contact. Contractor expressly waives any and all rights under California Civil Code Section 1542 which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Once this document signed by <u>Schneider Electric Buildings Americas</u>, <u>Inc.</u>, it constitutes acceptance of the statements made above. Also, an official "Notice of Completion" will be brought to the Board of Education for approval and retention can be billed and then released thirty five (35) days following the recording of the "Notice of Completion". Once disputes are reconciled and the form is signed, only then can the District file the "Notice of Completion" enabling the Contractor to bill for retention held. Also, in order for your firm to be issued the ensuing final retention payment, all items listed below in the "Items to be Completed" list must be complete and accepted by the District.

Schneider Electric Buildings Americas, Inc.

Contractor Legally Responsible Printed Name

Signature:

Date: 1/1/28/9

ITEMS TO BE COMPLETED:

- 1. Consent of Surety
- 2. Final Compliance of Certified Payroll Reports
- 3. Architect/Engineer Punchlist

Recording Requested by:

Jeff Dixon, Assistant Superintendent of Business Services

Laguna Beach Unified School District

Mail to:

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

NO FEE RECORDING REQUESTED **GOVERNMENT EXEMPT CODE 6103** AND 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that the Laguna Beach Unified School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property to wit: Laguna Beach Unified School District, 550 Blumont Street, Laguna Beach, CA 92651 / Laguna Beach High School, 625 Park Avenue, Laguna Beach, CA 92651 / Thurston Middle School, 2100 Park Avenue, Laguna Beach, CA 92651 / Top of the World Elementary School, 21601 Treetop Lane, Laguna Beach, CA 92651 / El Morro Elementary School, 8681 North Coast Highway, Laguna Beach, CA 92651. The contract for the doing of which was heretofore entered into on the 29th day of June, 2016 which contract was made with Schneider Electric Buildings Americas, Inc. as Contractor; that said improvements were completed on February 12, 2019 and accepted by formal action of the governing board of said district on the 12th day of February, 2019; that title to said property is vested in the Laguna Beach Unified School District of Orange County, California; that the surety for the above named Contract is

the Western Surety Company; that	at the property hereinafter referred to and on which said improvements were made is described a
follows: Energy Conservation Se	rvices Project.
	LAGUNA BEACH UNIFIED SCHOOL DISTRICT
	OF ORANGE COUNTY, CALIFORNIA
	Ву
	Jeff Dixon
	Assistant Superintendent of Business Services
STATE OF CALIFORNIA)	
)ss	
COUNTY OF ORANGE)	
Jeff Dixon, being first duly sworn, o	leposes and says:
That he is a representative of	of the Board of Education of the Laguna Beach Unified School District of the County of Orange;
That the Laguna Beach Uni	fed School District of Orange County, California, is the owner of said property described in the
foregoing notice;	
That he has read the forego	ing notice and knows the contents thereof and that the facts stated therein are true.
	Jeff Dixon
	Assistant Superintendent of Business Services
State of California	
County of Orange	
Subscribed and sworn to (or	r affirmed) before me on this day of, 20, by <u>Jeff Dixon</u> , proved
to me on the basis of satisfactory ev	idence to be the person who appeared before me.
Notary Signature	
-	
	D206

Laguna Beach Unified School District

25. ACTION February 12, 2019

Approval: Approval to Enter into a Contract for Safety Consulting Services with

Campus Safety Group, LLC to Review the District Comprehensive Safety Plan, Develop a School Site Reunification Plan, and to Provide Emergency Training to District Staff for a Fixed Fee Not-to-Exceed

\$11,247.50

Proposal

Staff proposes the Board of Education authorize the Assistant Superintendent of Business Services to enter into a contract with Campus Safety Group, LLC to review the District Comprehensive Safety Plan, develop a School Site Reunification Plan, and to provide Emergency Training to District Staff.

Background

The Comprehensive District and School Safety Plan is designed to be utilized as a school resource for prevention, preparedness, response and recovery planning, training, and is required by California Education Code 32286 to be evaluated and updated on an annual basis. Campus Safety Group, LLC specializes in the evaluation and updating of Comprehensive District and School Safety Plans for public school districts in California. Their services include a review of the current LBUSD policy and plan related to comprehensive school planning laws and emergency management standards. A written report of the review findings is to be provided for use by the District Safety Committee to assist with the 2020/21 plan update.

In addition, Campus Safety Group, LLC shall attend five District Safety Committee meetings to develop a Parent/Student Reunification Plan and integrate the plan into the District policy and procedures. Included in the services is the development and Tabletop Training Exercise with district staff and key stakeholders to test the Parent/Student Reunification Plan.

Budget Impact

The fiscal impact to the District is a fixed fee not-to-exceed \$11,247.50 expended from the General Fund Budget (01).

Recommended Action

Staff recommends that the Board of Education authorize the Assistant Superintendent of Business Services to enter into a contract with Campus Safety Group, LLC to review the District Comprehensive Safety Plan, develop a School Site Reunification Plan, and to provide Emergency Training to District Staff.

INDEPENDENT CONSULTANT AGREEMENT

This AGREEMENT is hereby entered into this 13th day of February, 2019 between the Laguna Beach Unified School District, hereinafter referred to as "DISTRICT," and Campus Safety Group, LLC, 3237 W. Magnolia #211, Burbank, CA 91505, 818-381-6427, hereinafter referred to as "CONSULTANT."

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, CONSULTANT is specially trained and experienced and competent to perform the special Services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

- 1. <u>Services to be provided by Consultant</u>. CONSULTANT shall provide emergency management services to assess the comprehensive school safety plan, develop a reunification plan and integrate into existing policies, and develop a tabletop exercise to test reunification plan implementation, hereinafter referred to as "Services".
- 2. <u>Term.</u> CONSULTANT shall commence providing Services under this AGREEMENT on February 13, 2019, and will diligently perform as required and complete performance by June 30, 2020.
- 3. <u>Compensation</u>. DISTRICT agrees to pay the CONSULTANT for Services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Eleven Thousand**, **Two Hundred Forty-Seven Dollars and Fifty Cents (\$11,247.50)**. DISTRICT shall pay CONSULTANT according to the following terms and conditions: within thirty (30) days of approval by the DISTRICT of CONSULTANT's invoice detailing the services rendered and associated daily reports and/or certifications.
- 4. <u>Expenses.</u> DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing Services for DISTRICT.
- 5. <u>Independent Consultant.</u> CONSULTANT, in the performance of the Services pursuant to this AGREEMENT, shall be and act as an independent Consultant. CONSULTANT 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. CONSULTANT 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. CONSULTANT

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 CONSULTANT's employees.

6. <u>Materials</u>. CONSULTANT 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: None.

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

- 7. Originality of Services/Intellectual Property. CONSULTANT agrees that all ideas, technologies, formulae, procedures, processes and methods prepared for and submitted by CONSULTANT to the DISTRICT in connection with the Services set forth in this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as a basis for such Services. CONSULTANT 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 CONSULTANT 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 CONSULTANT without DISTRICT's express written permission. CONSULTANT 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. CONSULTANT acknowledges and agrees that DISTRICT shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the DISTRICT.
- 8. <u>Termination</u>. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for Services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of Services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT 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 CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged a bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) 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 ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required Services from another Consultant. If the cost to the DISTRICT to secure the required Services from another Consultant exceeds the cost of providing the Services pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONSULTANT. 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 CONSULTANT, or no later than three

- (3) days after the day of mailing, whichever is sooner.
- 9. <u>Hold Harmless</u>. CONSULTANT 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 CONSULTANT or any person, firm or corporation employed by the CONSULTANT, 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 CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
 - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.
- 10. <u>Insurance</u>. CONSULTANT shall insure CONSULTANT's activities in connection with the Services under this AGREEMENT and agrees to carry insurance to ensure CONSULTANT's ability to adhere to the indemnification requirements under this AGREEMENT.
 - 10.1 CONSULTANT shall, at CONSULTANT'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 CONSULTANT's fulfillment of the obligations under this AGREEMENT:
 - a. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the DISTRICT.

It should be expressly understood, however, that the coverage and limits referred to under a above shall not in any way limit the liability of the CONSULTANT.

10.2 No later than ten (10) days from execution of this AGREEMENT by the DISTRICT and CONSULTANT, and prior to commencing the Services under this AGREEMENT, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

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

- 11. <u>Assignment</u>. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.
- 12. <u>Compliance With Applicable Laws</u>. The Services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT 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 CONSULTANT, CONSULTANT's business, the Services, equipment and personnel engaged in Services covered by this AGREEMENT or accruing out of the performance of such Services.
- 13. <u>Permits/Licenses</u>. CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this AGREEMENT.
- 14. <u>Employment With Public Agency</u>. CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this AGREEMENT.
- 15. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersedes any prior or contemporaneous understanding or AGREEMENT with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
- 16. <u>Nondiscrimination</u>. CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

- 17. <u>Non Waiver</u>. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 18. <u>Notice</u>. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

District:

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

Attn: Asst. Superintendent, Business Services

Consultant:

Campus Safety Group, LLC, 3727 W. Magnolia #211 Burbank CA 91505

- 19. <u>Severability</u>. 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. <u>Attorney Fees/Costs</u>. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
- 21. <u>Headings</u>. The headings contained in this AGREEMENT are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.
- 22. <u>Counterparts</u>. This AGREEMENT may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the AGREEMENT, and the AGREEMENT shall not be binding on any party until all Parties have signed it.
- 23. <u>Authorized Signatures</u>. The individual signing this AGREEMENT warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the AGREEMENT and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.
- 24. <u>Governing Law</u>. 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.
- 25. <u>Exhibits</u>. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

This AGREEMENT is entered into this 13th day of February, 2019.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT	CONSULTANT	
By:	By: Tic Rosoff	
Name: Jeff Dixon	Name: Eric Rosoff	
Title: Asst. Superintendent, Business Services	Title: Executive Manager	
(a Board Authorized LBUSD rep. will sign for LBUSD)		
LBUSD Board Approved:	Taxpayer Identification Number 20-4892827	



January 27, 2019

To: Mr. Jeff Dixon, Assistant Superintendent of Business, Laguna Beach Unified School District

From: Soraya Sutherlin, MPA, CEM, Emergency Manager, Campus Safety Group, LLC

Thank you for the opportunity to partner with Laguna Beach Unified School District. We are a Southern California based firm specializing in school safety, emergency management, and crisis communications. Our professional backgrounds, passion, and understanding of the challenges facing public education, allow us to collaborate and develop sustaining partnerships in the academic communities we serve. But above all, we are parents, teachers, and members of the community and our goal is to collaborate in developing safe environments where our children can learn and flourish.

Our goal is to support the needs of your School District by bringing all disciplines related to campus safety to the table to develop common outcomes for sustainability and community resilience. Based upon our conversation, I have provided a cost proposal titled *Section A*, based upon the initial scope of work described below.

Please let me know if you have any questions and I look forward to working with you.

Sincerely,

Soraya Sutherlin, MPA, CEM Emergency Manager Campus Safety Group, LLC



Laguna Beach Unified School District Emergency Management and Comprehensive Safe School Plan Consulting Services

SECTION A- Main Scope of Work Cost Proposal

PROJECT	TASK	COST
Assess current Comprehensive Safe School Plan and identify the strengths and areas for improvement.	 Review Laguna Beach Unified School District's current policy and plans related to Comprehensive Safe School Planning Laws and Emergency Management Standards; Prepare a written report of findings. 	\$1,750
Development of Parent/Student Reunification Plan and integration into existing policies and procedures	 Attend district safety meetings (5); Develop and coordinate plan overview, discussion items, integration with responding agencies, and existing policies and plans. 	\$5,087.50
Develop a Tabletop Exercise (TTX) with key stakeholders to test Parent/Student Reunification Plan	 Exercise development and coordination Conduct the TTX and conduct a hot-wash debrief; Develop a formal After-Action Report (AAR). 	\$4,410
	Total Cost	\$11,247.50

^{*}Cost estimates are good for 60 days from date of issuance.

Laguna Beach Unified School District

26. ACTION February 12, 2019

Approval: Approval to Award a Contract for Architectural Services to Ruhnau

Clarke Architects for Thurston Middle School Field and Classroom

Modernization Project

Proposal

Staff proposes the Board of Education authorize the Assistant Superintendent of Business Services to enter into a contract with Ruhnau Clarke Architects to provide architectural services for Thurston Middle School Field and Classroom Modernization project.

Background

On November 16, 2018, staff sent out a Request for Proposal (RFP) to qualified firms to provide architectural services for Thurston Middle School Field and Classroom Modernization project. The scope of services is as follows:

• Classroom Modernization: \$202,000

Provide complete design and construction administration services to renovate the existing 7000 building and create two new classroom spaces to allow for the removal of the existing two portable classrooms located on the field. Services include feasibility and conceptual planning of the space in collaboration with a district design committee, schematic design plans, design development plans, and construction documents. The architect shall review existing building design, mechanical, electrical, and plumbing systems to develop functional and cost-effective design options that meet the school site's needs. Cost estimating is to be provided during each phase of design. In addition, state funding eligibility is to be analyzed and processed if determined to be available.

• Field Modernization: \$115,500

Architectural and engineering services to program and design a modernization to the existing field space. Services include the removal of the existing two portable classrooms and the design of a synthetic turf playing surface that meets user's needs. The project will focus on increasing use capacity, decrease water consumption, and improve accessibility by adjusting field grades to provide a flat playing surface in relation to the school area.

After the evaluation process, staff is recommending the retention of Ruhnau Clarke Architects to provide architectural services for the projects. Ruhnau Clarke Architects has provided excellent services and professionalism on multiple projects, including the 2015 LBHS Stadium Renovation project, 2017 Artists Theater Accessibility Upgrades project, and and the 2018 LBHS Stadium Restroom-Storage project.

Budget Impact

The fiscal impact to the District is a fixed fee of \$317,500 plus a not to exceed reimbursable expense allowance of \$10,000 expended from the Capital Improvement Plan (CIP) Special Reserve (Subfund 4042). The Classroom design fee schedule of services is eligible for the use of Developer Fees to be expended from Capital Facilities Fund (Fund 25).

Recommended Action

Staff recommends that the Board of Education authorize the Assistant Superintendent of Business Services to enter into a contract with Ruhnau Clarke Architects to provide architectural services for Thurston Middle School Field and Classroom Modernization project.

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 13th day of February in the year 2019 by and between the LAGUNA BEACH UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," and RUHNAU CLARKE ARCHITECTS, hereinafter referred to as "ARCHITECT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES." This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural services for the THURSTON MIDDLE SCHOOL FIELD AND CLASSROOM MODERNIZATION PROJECT, hereinafter referred to as the "PROJECT"; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

- 1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants, as enumerated in Articles II and III of this AGREEMENT.
- 2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that it will follow the standards of its profession in performing all services under this AGREEMENT. The ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the PARTIES and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.
- 3. The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the DISTRICT on or before a date to be agreed upon in writing by the DISTRICT. The construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect ("DSA") for review and approval on or before a date to be agreed upon in writing by the DISTRICT.
- 4. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than \$21,000, the ARCHITECT shall comply with the requirements set forth in Public Contract Code section 3000, et seq., including signing the required certification.

- 5. The ARCHITECT has been selected based on ARCHITECT's knowledge of California public schools and ARCHITECT's knowledge of the educational system for funding and construction and is thoroughly familiar with the requirements of the OPSC for state funding, DSA for approvals of plans and specifications, and of the CDE for site approvals and educational requirements that are applicable to a public school project.
- 6. The ARCHITECT shall coordinate its services with the Contractor, Project Inspector, its consultants and other parties to ensure that all requirements under DSA's Inspection Card (Form 152) and any subsequent revisions, supplements or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements and in compliance with the PROJECT schedule. The ARCHITECT and its consultants shall take all action necessary as to not delay progress in meeting any DSA requirements. The ARCHITECT shall meet all requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions, supplements or updates thereto issued or required by DSA. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

- 1. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete the PROJECT. The ARCHITECT's services shall include those described in this AGREEMENT, and include all structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of "Construction Documents" defined as including, but not limited to, the following: The contract between the DISTRICT and the "Contractor" awarded the PROJECT (the "Contract"), general and supplementary conditions of the Contract between the DISTRICT and Contractor, drawings, specifications, Addenda, Revisions and other documents listed in the Contract, and modifications issued after execution of the Contract between the DISTRICT and Contractor.
- 2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies (for both on and off-site approvals) and any other entities including, but not limited to, those responsible for electrical, gas, water, sanitary or storm sewer, telephone, cable/TV, antenna-based services (e.g., Dish Network), internet providers, public utilities, the fire department, as well as the County Health Department, California Department of Education ("CDE"), the Office of Public School Construction ("OPSC"), State Water Resources Control Board (SWRCB), and DSA. If necessary, the ARCHITECT shall secure preliminary agency approvals and notify the DISTRICT in writing as to the actions the DISTRICT must take to secure formal approvals.
- 3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

- 4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT's needs, Program, and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.
- 5. The ARCHITECT shall assist the DISTRICT in determining the phasing of the PROJECT that will most efficiently and timely complete the PROJECT. This includes phasing the PROJECT's construction and the inspection approval process so Incremental Approvals as required under DSA's Construction Oversight Process Procedure can be obtained during the completion of the PROJECT.
- 6. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule, and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of educational specification requirements under Education Code section 17251 and under Title 5 California Code of Regulations, Section 14000, et seq.
- 7. The ARCHITECT shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings, or locations.
- 8. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its consultants, the DISTRICT's representative(s), and other consultants of the DISTRICT during PROJECT development.
- 9. The ARCHITECT shall make revisions in Drawings, Specifications, the Project Manual, or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by the DISTRICT, including revisions made necessary by adjustments in the DISTRICT's Program or Budget as defined in Article IV.
- 10. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction. The ARCHITECT shall be prepared to prioritize and prepare a priority list to address critical Program and PROJECT needs as opposed to optional items that may be dropped if there is inadequate Budget for the PROJECT. In the case where there are Budget constraints, the ARCHITECT, shall prepare a priority list of critical programmatic needs and items that may be of lesser priority and review the Program with the DISTRICT.
- 11. The ARCHITECT shall provide services in connection with the work of a Construction Manager or separate consultants retained by DISTRICT.
- 12. The ARCHITECT shall provide detailed estimates of the PROJECT's Construction Costs at no additional cost to DISTRICT as further described in Articles V and VI.
- 13. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment, and labor consistent with OPSC requirements for such surveys or estimates.
- 14. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.

- 15. The ARCHITECT shall provide interior design and other services required for, or in connection with, graphics and signage. All other interior design services are addressed under Article III as an Additional Service.
- 16. To the extent the ARCHITECT is not familiar or does not have experience with any materials or systems designed for the PROJECT, the ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities, such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.
- 17. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to the DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.
- 18. The ARCHITECT shall certify to the best of its information, pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any Construction Document for the PROJECT and will ensure that contractors provide the DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in the PROJECT's specifications that materials containing ACBM's shall not to be included or incorporated into the PROJECT. The ARCHITECT shall incorporate requirements into the PROJECT's specifications that indicate the above certification shall be part of the Contractor's final PROJECT submittal to the DISTRICT.
- 19. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.
- 20. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings. The ARCHITECT shall be prepared to address concept and programmatic requirements for the PROJECT in such presentations, public hearings and public meetings. In addition, the ARCHITECT shall attend and assist in legal proceedings that arise from the errors or omissions of the ARCHITECT.
- 21. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified, or extended without written agreement between the DISTRICT and ARCHITECT.
- 22. The ARCHITECT shall comply with all federal, state, and local laws, rules, regulations and ordinances that are applicable to the PROJECT.
 - 23. The ARCHITECT shall have access to the work at all times.

24. The ARCHITECT shall commit the same PROJECT representatives from the commencement of services under this AGREEMENT through the completion of the Project Close-Out Phase. Any change in staff will require the written approval of the DISTRICT.

25. Schematic Design Phase

- a. The ARCHITECT shall meet with the DISTRICT to understand and verify the DISTRICT's requirements for its Program. In the cases where a Program is furnished to the ARCHITECT by the DISTRICT, the ARCHITECT shall review the DISTRICT's Program and address if the Program, in the ARCHITECT's professional opinion, is realistic. If there are issues with the Program that has been provided, as part of the Schematic Design Services, ARCHITECT shall rework the Program with the DISTRICT representative and the DISTRICT to establish a priority list of programmatic needs and items that may be within and outside of the DISTRICT's Budget. Once the Schematic Design, Program and Budget are reconciled with the DISTRICT representative, and the DISTRICT approves the Schematic Design, Program and Budget, the ARCHITECT may then move on to the Design Development Phase.
- b. In the cases where the DISTRICT has not established a Program, the ARCHITECT shall work with the DISTRICT to help establish a Program and Budget based on available state funding, available grants, or available funds (in the cases where no funding or grants are available). The ARCHITECT's familiarity with how projects are funded by the state or through grants shall be part of the expertise the DISTRICT is relying upon in conjunction with the ARCHITECT's experiences with similar projects and programs for the establishment of the DISTRICT's Program and PROJECT under this AGREEMENT. The ARCHITECT shall not design for a Program or PROJECT that exceeds the DISTRICT's Budget unless the ARCHITECT obtains the written consent of the DISTRICT and an agreement that the ARCHITECT is permitted to exceed the available Budget.
- c. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings, renderings, programmatic outlines, and other documents illustrating the scale and relationship of the PROJECT's components. These documents shall be prepared with the understanding that Design Development and Construction Documents Phases of this AGREEMENT shall be completed in accordance with the realistic understanding of and adherence to the Schematic Design. The Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations of the State and local governmental agencies and/or authorities having jurisdiction over the PROJECT, including, but not limited to, the OPSC, the CDE, DSA, the County Health Department and the local fire marshal/department, which are required for the final approval of the PROJECT's completed Construction Documents.
- d. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT and PROJECT's priorities for approval by the DISTRICT.

- e. If directed by the DISTRICT at the time of approval of the Schematic Design Documents, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, phased construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Careful attention is directed to DSA requirements for phasing of projects and the likelihood that DSA or other agency approvals may expire during the phases. If there is an expiration and need to obtain additional DSA approvals for future phases, the ARCHITECT shall provide the DISTRICT with a written notification of the PROJECT approvals that may expire due to phasing. Alternate construction schemes made by the DISTRICT subsequent to the Design Development Phase shall be provided as an Additional Service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT.
- f. The ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal, and signature on all drawings and specifications prepared by said engineer.
- g. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.
- h. The ARCHITECT shall perform Schematic Design services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.
- i. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

26. Design Development Phase (Preliminary Plans)

- a. Upon approval by the DISTRICT of the Schematic Design services set forth above, the ARCHITECT shall prepare Design Development Documents based on the Schematic Design and based on the Program that has been approved by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross-sections, and other documents necessary to depict the design of the PROJECT, and shall outline specifications to fix and illustrate the size, character, and quality of the entire PROJECT as to the Program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, the CDE, DSA, the County Health Department and the local fire marshal/department.
- b. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

c. The ARCHITECT shall perform all Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

27. Construction Document Phase (Final Plans)

- a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in an acceptable Building Informational Modeling format, such as Autodesk® Revit® and AutoCAD® Civil 3D®) including, but not limited to, all drawings and specifications for the PROJECT setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable (on and off site) governmental and code requirements including, but not limited to, the requirements of the OPSC, DSA, the local fire marshal/department, the County Health Department and any other governmental agency having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done in a minimum of LOD 200, as well as the materials, workmanship, finishes, and equipment required for the completion of the PROJECT. All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.
- b. The ARCHITECT shall prepare and file all documents required for, and obtain the required approvals of, all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, CDE, DSA, local fire marshal/department, City Design Review, County Health Department, Department of Public Works, and any other governmental agencies or authorities which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental agencies and/or authorities. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due any governmental agencies and/or authorities in order to submit such cost information to the DISTRICT so payments can be prepared by the DISTRICT.
- c. The ARCHITECT shall identify all tests and special inspections on the Statement of Structural Tests and Special Inspections (Form DSA 103) that are required for the completion of the PROJECT as designed and submit such DSA 103 to DSA for approval along with all other Construction Documents. Upon DSA's approval of the Construction Documents, including the approved DSA 103 for the PROJECT, the ARCHITECT shall ensure that a copy of the approved DSA 103 for the PROJECT is provided to the DISTRICT, the Laboratory of Record, each Special Inspector working on the PROJECT, the Project Inspector and the Contractor.
- d. When the ARCHITECT is preparing the Construction Documents, the ARCHITECT shall include provisions that require the Contractor to:
 - (1) Provide the DISTRICT with one (1) complete set of electronic format operation manuals;
 - (2) Provide adequate training and consultation to DISTRICT personnel in the operation, testing, start-up, adjusting and balancing of mechanical, electrical,

heating, air conditioning, and other systems installed by Contractor or its subcontractors; and

- (3) Coordinate with IOR to review and approve the Contractor furnished marked set of prints which indicate the dimensioned location of buried utility lines and which show changes in the work made during construction ("asbuilt documents"). All as-built documents shall be provided to the DISTRICT in a format approved by the DISTRICT.
- e. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the Construction Cost arising from market fluctuations or approved changes in scope or requirements.
- f. The ARCHITECT shall perform Construction Document Services to keep the PROJECT within all Program scope constraints set by the DISTRICT, as well as approved Budget, unless otherwise modified by written authorization by the DISTRICT.
- g. As part of the ARCHITECT's professional services, ARCHITECT has coordinated the drawings on the PROJECT. It is suggested, but not mandatory, that ARCHITECT perform a clash detection review of the final Construction Documents prior to submission to DSA. However, if the Construction Manager, or Design Build entity performs a clash check, ARCHITECT shall work with the Construction Manager or Design Build entity to perform reasonable clash check resolution meetings and make revisions as necessary prior to DSA submission, during DSA review, and after DSA review (followed by CCD submission or Addenda submission to document any necessary changes).
- h. If the estimated PROJECT Construction Cost exceeds the Budget, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

28. Bidding & Award Phase

- a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.
- b. The ARCHITECT shall assist the DISTRICT in the coordination and preparation of all the necessary bidding information and bidding forms required to bid the PROJECT. The ARCHITECT shall also assist the DISTRICT with the preparation of the Contractor's Contract form, the general conditions, the supplementary conditions, and all other contract documents necessary to bid the PROJECT and award a complete Contract to the lowest responsible responsive bidder. The DISTRICT will provide the standard general conditions and supplementary conditions that must be incorporated into the Contract with the Contractor. The ARCHITECT shall review the general conditions, supplementary conditions, and all other contract documents provided by the DISTRICT for incorporation into the Contract with the Contractor and shall coordinate such documents with all other Construction Documents that are prepared by the ARCHITECT

pursuant to this AGREEMENT. The ARCHITECT's coordination obligations under this Section include, but are not limited to, verifying that any and all bid instructions and requirements set forth in the specifications prepared by the ARCHITECT are also set forth in the Instructions to Bidders and the Bid Form that are distributed to the bidders in connection with the PROJECT. The ARCHITECT shall prepare and sign all written Addendums that are necessary to incorporate changes into the DSA approved Construction Documents prior to the award of the PROJECT. The ARCHITECT shall assist the DISTRICT in distributing all Addendums to each bidder that has obtained a set of the DSA approved Construction Documents. The ARCHITECT shall ensure that all Addendums are submitted to and approved by DSA prior to certification of the PROJECT.

- The ARCHITECT shall deposit a reproducible set of Construction C. Documents including, but not limited to, all drawings and specifications for the PROJECT at a reprographics company specified by the DISTRICT for the bid and for printing of additional sets of the DSA approved Construction Documents during the PROJECT. In accordance with the requirements of this Section, the ARCHITECT shall forward all plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files and/or BIM files) prepared by the ARCHITECT or the ARCHITECT's consultants during the course of the PROJECT to the reprographics company specified by the DISTRICT at no additional cost to the DISTRICT. The DISTRICT may request that such documents be delivered to the reprographics company selected by the DISTRICT in CADD, PLOT, TIFF or other format approved by the DISTRICT. In addition, the ARCHITECT shall provide the DISTRICT with a BIM format diskette file with all layers unprotected so the DISTRICT may utilize with a Construction Manager or Design Build entity. It is expressly understood that the release of the underlying BIM documents is for the limited use only for the PROJECT (unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of ARCHITECT. For documentation purposes, one record set of the transmitted documents shall be placed on a CD (or other acceptable electronic media) properly labeled as the record set of documents transmitted to the DISTRICT. Reasonable costs for producing this record document shall be reimbursed to the ARCHITECT and ARCHITECT's consultants. ARCHITECT is also advised to make a record set of clash detection checks to record the clashes that are encountered on the set of documents distributed for future record purposes and this clash detection shall also be placed on the CD. This clash detection document is not a requirement but simply recommended.
- d. The DISTRICT may identify a printing company and/or plan room. The ARCHITECT will provide electronic files to that printer for use in printing and distribution of bid and Construction Documents.
- e. If the lowest bid exceeds the Budget (or if a complete detailed estimate is prepared by a certified professional cost estimator from Construction Documents that are at least 90% completed) for the PROJECT, the ARCHITECT, in consultation with, and at the direction of, the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

f. ARCHITECT shall make subsequent revisions to drawings, specifications, and other DSA approved Construction Documents that result from the approval of accepted substitution requests, RFI, or submittal. All Revisions shall be prepared in writing and signed by the ARCHITECT. The ARCHITECT shall ensure that all Revisions are submitted to and approved by DSA prior to certification of the PROJECT according to current DSA protocols and requirements.

29. Construction Phase

- a. Prior to the start of construction, the ARCHITECT shall certify that the following two documents have been submitted to DSA:
 - (1) Contract Information Form DSA-102.
 - (2) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.
- b. The Construction Phase will commence with the award of the Construction Contract to Contractor.
- c. The ARCHITECT provide complete digital documents in pdf. format to the District and AutoCAD files as required by the District retained surveying consultant to utilize in efforts to perform construction staking.
- The ARCHITECT shall provide technical direction to a full-time Project Inspector employed by, and responsible to, the DISTRICT, as required by applicable law. The ARCHITECT shall direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not provided by the Laboratory of Record. Upon the DISTRICT's award of a Construction Contract to the Contractor, the ARCHITECT shall obtain the necessary Project Inspection Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work on the PROJECT as it is completed by the Contractor. The ARCHITECT shall verify that the Project Inspector has the appropriate amount of PIC's that are needed for the inspection and completion of the entire PROJECT prior to the commencement of any work by the Contractor on the PROJECT. The ARCHITECT shall provide the Project Inspector, Laboratory of Record and each Special Inspector with a copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of any work on the PROJECT at the ARCHITECT's expense.
- e. The ARCHITECT shall meet with the Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.
- f. The ARCHITECT shall prepare Interim Verified Reports (Form DSA 6-AE) and submit such Interim Verified Reports to DSA, the Project Inspector and the DISTRICT

prior to the Project Inspector's approval and sign off of any of the following sections of the PROJECT's PIC's as applicable:

- (1) Initial Site Work;
- (2) Foundation;
- (3) Vertical Framing;
- (4) Horizontal Framing;
- (5) Appurtenances;
- (6) Non-Building Site Structures;
- (7) Finish Site Work;
- (8) Other Work; or
- (9) Final.

If the ARCHITECT has delegated responsibility for any portion of the PROJECT's design to other engineers, the ARCHITECT shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and the DISTRICT during the course of construction and prior to the Project Inspector's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to such engineers.

- g. The ARCHITECT shall be responsible for reviewing and ensuring, on a monthly basis, that the Contractor is maintaining an up-to-date set of as-built documents which will be furnished to the DISTRICT upon completion. The ARCHITECT shall review the as-built documents prepared by the Contractor on a monthly basis and report whether they appear to be up to date, based upon the ARCHITECT's observations of the PROJECT. If it appears the as-built documents are not being kept up to date by the Contractor, the ARCHITECT shall recommend to the DISTRICT, in writing, an appropriate withholding from the Contractor's monthly payment application to account for the Contractor's failure to maintain such as-built documents.
- h. The ARCHITECT will endeavor to secure compliance by Contractor with the Contract requirements, but does not guarantee the performance of the Contractor's Contract.
- i. The ARCHITECT shall provide general administration of the Construction Documents including, but not limited to, the following:
 - (1) Visiting the PROJECT site to maintain such personal contact with the PROJECT as is necessary to assure the ARCHITECT that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so the ARCHITECT can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater) in order to:
 - i. Become familiar with, and to keep the DISTRICT informed about, the progress and quality of the portion of the work completed and for

the preparation of the weekly written reports the ARCHITECT will prepare and submit to the DISTRICT for its review;

- ii. Become familiar with, and to keep DSA and Project Inspector informed about, the progress and quality of the portion of the work completed and for the preparation of the necessary Interim Verified Reports the ARCHITECT will prepare and submit to DSA and Project Inspector as necessary for the timely inspection of the PROJECT and for the approval and sign off of each block/section of the PIC's during the course of the PROJECT's construction:
- iii. Endeavor to guard against nonconforming work and deficiencies in the work;
- iv. Determine if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the approved DSA Construction Documents;
- v. Attend weekly on-site construction meetings, and being otherwise available to the DISTRICT and the Project Inspector for site meetings on an "as-needed" basis;
- vi. Examine Contractor applications for payment and to issue certificates for payment in amounts approved by the necessary parties; and
- vii. Verify, at least monthly, in coordination with the Project Inspector, that all as-built documents are being updated pursuant to the Contract between the DISTRICT and the Contractor.
- (2) Making regular reports as may be required by all governmental agencies or authorities having jurisdiction over the PROJECT;
- (3) Reviewing schedules and shop drawings for compliance with design;
- (4) Approving substitution of materials, equipment, and the laboratory reports thereof for conformance to the DISTRICT's standards subject to DISTRICT knowledge and approval;
 - (5) Responding to DSA field trip notes;
 - (6) Preparing Construction Change Documents for approval by DSA;
- (7) Preparing Immediate Change Directives as directed by the DISTRICT;
 - (8) Preparing change orders for written approval by the DISTRICT;

- (9) Making Punch List observations when the PROJECT reaches Substantial Completion;
- (10) Determining date of Substantial Completion and the date of final completion of the PROJECT;
- (11) Providing a color schedule of all materials for the PROJECT for the DISTRICT's review and approval;
- (12) Assembling and delivering to the DISTRICT written guarantees, instruction books, diagrams, charts, and as-built documents that will be provided by the Contractor pursuant to the Contract between the DISTRICT and the Contractor;
- (13) Issuing the ARCHITECT's Certificate of Substantial Completion, Certificate of Completion and final certificate for payment; and
- (14) Providing any other architectural services to fulfill the requirements of the Construction Documents and this AGREEMENT.
- j. ARCHITECT shall provide the DISTRICT with written reports, as necessary, to inform the DISTRICT of any problems arising during construction, changes contemplated as a result of each problem, and the progress of work.
- k. The ARCHITECT, as part of the ARCHITECT's Basic Services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.
- 1. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.
- m. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.
- n. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT whenever, in the ARCHITECT's opinion, it may be necessary to stop the work to avoid the improper performance of the AGREEMENT. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed, or completed.
- o. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses, or otherwise amend the Construction Documents, without first obtaining the written approval of the DISTRICT.

- p. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing.
- q. The ARCHITECT shall prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications, and such modifications therein as may be necessary to meet unanticipated conditions encountered during construction, at no additional cost or expense to the DISTRICT. In addition, the ARCHITECT shall, at no additional cost, provide services made necessary by defect or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do.
- r. The ARCHITECT shall examine, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the ARCHITECT's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for any other reason. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the DSA approved Construction Documents, that the as-built documents are up to date, and that the Contractor is entitled to payment in the amount certified.
- s. The ARCHITECT shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's actions shall not delay the work, but should allow for sufficient time, in the ARCHITECT's professional judgment, to permit adequate review. The ARCHITECT shall ensure that all deferred approval submittals are resolved and approved by DSA prior to certification of the PROJECT.
- t. After the PROJECT has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") unless otherwise approved by the DISTRICT in writing. The ARCHITECT shall be responsible for preparing each CCD related to the PROJECT and shall determine which changes affect the Structural, Access or Fire & Life Safety (collectively "SAFLS") portions of the PROJECT and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). All CCD-Category A's must be submitted to DSA by the ARCHITECT with all supporting documentation and data and must be approved by DSA before such work can commence on the PROJECT. The ARCHITECT shall obtain the DISTRICT's approval of all CCD-Category A's before they are submitted to DSA for review and approval. All other changes to the DSA approved Construction Documents not involving SAFLS portions of the PROJECT are not require to be submitted to DSA unless DSA specifically requires such changes to be submitted to DSA in the form of a written CCD-Category B (Form DSA 141) inclusive of all supporting documentation

and data. Changes that are not determined by the ARCHITECT and/or DSA to require documentation through an approved CCD-Category A or CCD-Category B shall be documented through an alternative CCD form or other document approved by the DISTRICT.

- u. The ARCHITECT shall prepare and issue Immediate Change Directives ("ICD") to the Contractor when directed by the DISTRICT to complete the work that is necessary due to the Contractor's failure to complete the PROJECT in accordance with the DSA approved Construction Documents. The ARCHITECT shall provide the Project Inspector with a copy of the ICD and direct the Project Inspector to inspect the work as it is completed in accordance with the ICD.
- v. All changes to the DSA approved Construction Documents, whether set forth in a CCD, ICD or any other document approved by the DISTRICT, shall be incorporated into change orders by the ARCHITECT for the DISTRICT's approval. Each change order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Contractor's Contract sum, if any; and (3) the extent of the adjustment in the Contractor's Contract Time, if any. The ARCHITECT shall prepare change orders, with supporting documentation and data, for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders.

w. Not Used.

- x. The ARCHITECT shall inspect the PROJECT to determine the date or dates of Substantial Completion and final completion. The ARCHITECT shall receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents, and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents. In the event the approved schedule for the PROJECT has been exceeded due to the fault of the Contractor, the ARCHITECT shall issue a written notice to the DISTRICT and the Contractor evaluating the cause of the delay(s) and shall advise the DISTRICT and the Contractor of the commencement of liquidated damages under the Contract between the DISTRICT and Contractor.
- y. The ARCHITECT shall provide written evaluation of the Contractor's performance under the requirements of the Construction Documents when requested in writing by the DISTRICT. When the ARCHITECT has actual knowledge of any defects, errors, or deficiencies with respect to the Contractor's performance on the PROJECT, the ARCHITECT shall provide the DISTRICT and the Contractor with written notification of such defects, errors, or deficiencies.

z. The ARCHITECT shall:

- (1) Review all requests for information ("RFI"), submittals, and substitution requests that are submitted by the Contractor in connection with the PROJECT;
- (2) Determine the data criteria required to evaluate requests for substitutions; and
- (3) Be responsible for ensuring that all RFI's, submittals and substitution requests by the Contractor are responded to not later than fourteen (14) days, or as soon as the circumstances require.
- aa. The ARCHITECT shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the County Health Department, the local building departments, local fire departments, the OPSC, and DSA, in a timely manner and ensure proper close-out of the PROJECT.
- bb. The ARCHITECT shall obtain the DISTRICT's approval of all CCD immediately following the request for such changes by the Contractor or upon any other circumstances necessitating a change. Furthermore, the ARCHITECT shall maintain a log of all CCD's, ICD's change orders or any other DISTRICT approved form documenting changes to the DSA approved Construction Documents (the "Changes Log"), including status, for the DISTRICT's review and approval. The ARCHITECT shall submit the Changes Log to the DISTRICT with its monthly invoice. Submission of the Changes Log is a requirement for payments to the ARCHITECT during the course of construction.
- cc. The ARCHITECT shall evaluate and render written recommendations within a reasonable time on all claims, disputes, or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the Contract between the DISTRICT and the Contractor. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by the ARCHITECT.
- dd. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
- ee. The ARCHITECT shall review the list of minor defects, deficiencies, and/or incomplete items (hereinafter the "Punch List") and the fully executed Verified Report (Form DSA-6) that are submitted to the DISTRICT by the Contractor when the Contractor considers the PROJECT to be Substantially Complete. The ARCHITECT shall inspect the PROJECT, in conjunction with the Contractor, in order to verify the Contractor's Punch List, add any other items to the Punch List and to confirm that Substantial Completion has been reached on the PROJECT. In the event the Contractor does not submit a fully executed Verified Report with its proposed Punch List, the ARCHITECT shall reject the Contractor's Punch List, in writing, as premature. If Substantial Completion of the PROJECT is verified

by the ARCHITECT and the required Verified Report has been submitted to the DISTRICT for review, the ARCHITECT shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the PROJECT and final payment, and that all Punch List items must be completed within the duration set forth in the Contract between the DISTRICT and the Contractor. The DISTRICT shall also be notified in writing of all Punch List items identified by the ARCHITECT and the Contractor. The ARCHITECT shall notify the DISTRICT when all Punch List items have been corrected by the Contractor for the DISTRICT's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the DISTRICT and the Contractor, the ARCHITECT shall inform the DISTRICT of such default and provide the DISTRICT with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. For purposes of this AGREEMENT, "Substantial Completion" shall mean the following four (4) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and incomplete items on the Punch List; (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card; (3) all building systems including mechanical, electrical and plumbing are functioning; and (4) the PROJECT is fit for occupancy and its intended use.

- ff. Once the ARCHITECT has verified the Substantial Completion of the PROJECT, the ARCHITECT shall issue a Certificate of Substantial Completion to the Contractor and the DISTRICT. Upon the issuance of the Certificate of Substantial Completion, the ARCHITECT shall prepare and submit to DSA, Project Inspector and the DISTRICT a written Verified Report, on Form DSA 6AE, pursuant to Section 4-336 of Title 24 of the California Code of Regulations. The ARCHITECT shall also submit a signed Verified Report to DSA, Project Inspector and the DISTRICT upon any of the following events:
 - (1) Work on the PROJECT is suspended for a period of more than one month;
 - (2) The services of the ARCHITECT are terminated for any reason prior to the completion of the PROJECT;
 - (3) DSA requests a Verified Report.
- gg. The ARCHITECT and its consultants shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Deviation or similar notice(s) issued by the ARCHITECT, Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency or authority, is fully corrected and closed before the ARCHITECT approves any final Punch List by the Contractor. As part of the ARCHITECT's Basic Services under this Section, the ARCHITECT shall direct the applicable Inspectors, Special Inspectors, and/or engineers on the PROJECT to visually verify that each defective, deficient and/or incomplete item of work referenced in each Notice of Deviation have been rectified and closed prior to the approval of the final Punch List and the issuance of any Certificate of Substantial Completion by the ARCHITECT. In the event the ARCHITECT and/or its consultants fail to verify that such work has been

corrected by the Contractor before the ARCHITECT approves the final Punch-List and such work has in fact not been corrected, the ARCHITECT shall be responsible for performing all the architectural and/or engineering services necessary, at no additional cost to the DISTRICT, to ensure such open and outstanding items in the Notice(s) of Deviation are addressed accordingly and that all work related to such notices is corrected in a manner acceptable to the DISTRICT and DSA.

30. Project Close-Out

- a. Within thirty (30) days after the completion of the PROJECT's construction and the ARCHITECT's receipt of as-built documents from the Contractor, ARCHITECT will review the as-built documents prepared by the Contractor and revise the record drawings and specifications so that they include all material changes made necessary by CCD's, ICD's, change orders, RFI's, change order requests ("COR's"), Bulletins, clarifications as noted by the Contractor in its as-built documents and/or any other DISTRICT approved document which details the changes that were made to the DSA approved Construction Documents. The ARCHITECT shall incorporate such changes into a complete AutoCAD as-built file, in the original, executable, software format, and PDF files, and provide all such documents, including five (5) hard copies, to the DISTRICT at no additional cost. In the event the Contractor fails to provide its as-built documents within 30 days of the PROJECT's completion, the ARCHITECT shall notify the DISTRICT, in writing, of the Contractor's failure and recommend the appropriate withholding from the Contractor's final payment under the Contract with the DISTRICT.
- b. The ARCHITECT shall assist the DISTRICT in securing the delivery of any and all applicable documents described in Sections c and d below, to DSA for review prior to issuance of a "Certificate of Completion." The ARCHITECT shall submit all documents prepared by, or in control of, the ARCHITECT to DSA without delay.
- c. During the period the PROJECT is under construction, the ARCHITECT shall certify that the following two documents have been submitted to DSA:
 - (1) Copies of the Project Inspector's semi-monthly reports;
 - (2) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT;
 - (3) Copies of all the necessary PIC's which have been approved and signed off by the Project Inspector for the certification by DSA; and
 - (4) All other documents required to be submitted to DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in DSA's PR 13-01.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to DSA by the responsible parties. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the delivery of the above documents to DSA.

- d. Upon the completion of all construction, including all Punch List items, the ARCHITECT shall assist the DISTRICT in securing the delivery of the following documents to DSA:
 - (1) Copy of the Notice of Completion.
 - (2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.
 - (3) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).
 - (4) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
 - (5) Weighmaster's Certificate (if required by approved drawings and specifications).
 - (6) Copies of the signature page of all Addenda as approved by DSA.
 - (7) Copies of the signature pages of all deferred approvals as approved by DSA.
 - (8) Copies of the signature pages of all Revisions as approved by DSA.
 - (9) Copies of the signature page of all applicable Construction Change Documents as approved by DSA.
 - (10) Verification by the Project Inspector that all items noted on any "Field Trip Notes" have been corrected.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above items are not promptly submitted to the ARCHITECT and/or the DISTRICT by the responsible parties for submittal to DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents for delivery to DSA.

ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES

1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control ("Additional Services"). The ARCHITECT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may include:

- a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules, or regulations subsequent to the preparation and completion of the Construction Documents;
- b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors, or omissions on the part of the ARCHITECT;
- c. Providing consultation concerning the replacement of work damaged by fire and furnishing services required in connection with the replacement of such work;
- d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors, or omissions of ARCHITECT;
- e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development Phase where segregation does not arise from ARCHITECT exceeding the estimated Budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an Additional Service subject to prior negotiation and written approval by the DISTRICT;
- f. Providing contract administration services after the construction Contract time (including any Governmental Delay Float as addressed in the General Conditions of the Construction Contract with Contractor) has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor, and liquidated damages are collected therefor. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages;
 - g. Providing BIM documents that exceeds LOD 200; and
- h. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.
- 2. If authorized in writing by the DISTRICT, the ARCHITECT shall provide one or more PROJECT representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT representative(s) shall be selected, employed, and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefor as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities, or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

- 1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, and budget constraints, as well as any other criteria provided by the DISTRICT.
- 2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT which shall include the Construction Cost budget for the PROJECT. The overall budget shall be based upon the DISTRICT's objectives, schedule, budget constraints, and any other criteria that are provided to the ARCHITECT by the DISTRICT pursuant to Article IV, Section 1, above. The DISTRICT shall approve the Construction Cost budget prepared by the ARCHITECT pursuant to this Section and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.
- 3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.
- 4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of the ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect, or investigate the PROJECT.
- 5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.
- 6. The DISTRICT shall provide a topographical survey, geotechnical survey; soil improvement, foundation and paving recommendations; environmental and hazardous materials surveys if required; traffic studies if required; site boundary, topographical and utility surveys, and other information related to the site that may be required to the ARCHITECT upon request.

ARTICLE V - COST OF CONSTRUCTION

- 1. During the Schematic Design, Design Development, and Construction Document Phases, the ARCHITECT's estimates of Construction Cost shall be reconciled against the Budget approved by the DISTRICT pursuant to Article IV, Section 2.
- 2. The PROJECT's "Construction Cost," as used in this AGREEMENT, means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, which includes the total award from the initial construction Contract(s) plus the work covered by approved change orders and/or any alternates approved by the DISTRICT. The Construction Cost shall not include any costs that are not specifically referenced in this Article V, Section 2, as approved costs. Costs excluded from the Construction Cost include, but are not limited to, payments to the ARCHITECT

or other DISTRICT consultants, costs of inspections, surveys, tests, and landscaping not included in PROJECT.

- 3. If the PROJECT is using the multiple-prime delivery method of construction, the Construction Manager's fees and/or general conditions will only be included in the total Construction Cost used to calculate the ARCHITECT's fee only if agreed upon in writing by the DISTRICT. Absent any written agreement, the Construction Manager's fees or general conditions shall not be included in the total Construction Cost used to calculate the ARCHITECT's fee.
- 4. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.
- 5. The Construction Cost shall be the acceptable estimate of Construction Costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.
- 6. Any Budget or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.
 - 7. If the lowest bid received exceeds the Budget:
 - a. The DISTRICT may give written approval of an increase of such fixed limit and proceed with the construction of the PROJECT;
 - b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;
 - c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Section 2;
 - d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or
 - e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the Construction Cost.
- 8. If the DISTRICT chooses to proceed under Article V, Section 7(e), the ARCHITECT, without additional charge, agrees to redesign the PROJECT until the PROJECT is brought within the Budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed to in writing by the DISTRICT. Redesign means the redesign of the PROJECT, with all its component parts, to meet the Budget set forth in this AGREEMENT.

ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS

- 1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.
- 2. The ARCHITECT shall prepare and review the ARCHITECT's estimates of Construction Cost at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimates at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the Budget at no additional cost to the DISTRICT. The ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

- 1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files, BIM files and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code section 17316 for the purposes of repair, maintenance, renovation, modernization, or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's consultant's documents enumerated above for the purposes of additions, alignments, or other development on the PROJECT site.
- If DISTRICT intends to reuse ARCHITECT's plans, specifications, or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the Construction Costs shall be paid to the ARCHITECT for such reuse. In the event of such reuse or modification of the ARCHITECT's drawings, specification, or other documents by any person, firm, or legal entity, the DISTRICT agrees to indemnify, defend, and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees accruing to, or resulting from, any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons including, but not limited to, death arising out of such unauthorized use, reuse or modification of the ARCHITECT's drawings, specifications, or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents for the purposes of additions, alignments, or other development on the PROJECT site. Prior to reuse of the ARCHITECT's documents for any project other than an addition, alignment, or other development on the PROJECT site, the DISTRICT agrees to notify the ARCHITECT in writing of such reuse.

ARTICLE VIII - TERMINATION

- 1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days' written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of the ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.
- 2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of the abandonment or postponement, plus any sums due the ARCHITECT for Board approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs, shall be deducted from payments due the ARCHITECT.
- 3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Section 4, below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by ARCHITECT.
- This AGREEMENT may be terminated without cause by the DISTRICT upon 4. fourteen (14) days' written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of notice of termination plus any sums due the ARCHITECT for Board-approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this Section through 50% completion of the ARCHITECT's portion of the PROJECT and, if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.
- 5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute after the PROJECT has been completed, and not

before.

ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to the services performed on this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or his authorized representative at mutually convenient times.

ARTICLE X - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows:

- 1. The ARCHITECT's fees for performing Additional Services related to change orders are paid as approved by the DISTRICT's Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated and approved prior to commencing the change order-related services.
- 2. The ARCHITECT's compensation for performing all the Basic Services required by this AGREEMENT including, but not limited to, those services detailed in Article I and II, shall be as follows:

Schematic Design Phase: No more than 15% of the estimated Architect Fee, as

determined under Exhibit "A" to this AGREEMENT, to be

paid monthly based on actual level of completion

Design Development Phase: No more than 15% of the estimated Architect Fee, as

determined under Exhibit "A" to this AGREEMENT, to be

paid monthly based on actual level of completion

Construction Docs Phase No more than 35% of the estimated Architect Fee, as

determined under Exhibit "A" to this AGREEMENT, to be

paid monthly based on actual level of completion

DSA Approval Phase: No more than 5% of the estimated Architect Fee, as

determined under Exhibit "A" to this AGREEMENT, to be paid upon DSA approval of the PROJECT including incorporation and approval of any back-check comments

Bidding Phase: No more than 2% of the estimated Architect Fee, as

determined under Exhibit "A" to this AGREEMENT, to be

paid monthly based on actual level of completion

Construction Admin. Phase: No more than 25% of the actual Architect Fee, as determined

under Exhibit "A" to this AGREEMENT and the accepted bid, to be paid monthly based on actual level of completion

Project Close-Out Phase:

No more than 3% or balance of actual Architect Fee to be paid after the all the Project Close-Out Phase requirements set forth in Article II have been completed and the PROJECT is certified by DSA and the Notice of Completion has been recorded.

- 3. The ARCHITECT and its consultants shall maintain time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the DISTRICT to determine the services provided, and the time spent for each task. The DISTRICT and ARCHITECT may otherwise mutually agree, in writing, on alternative types of information and levels of detail that may be provided by the ARCHITECT and its consultants pursuant to this Article X.
- 4. The ARCHITECT shall invoice all fees and/or costs monthly for the Basic Services that are provided in accordance with this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. The ARCHITECT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress to completion percentage, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the DISTRICT's authorization notice for the invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the DISTRICT and include a copy of the DISTRICT's written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. No payments will be made by the DISTRICT to the ARCHITECT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses and no claim by the ARCHITECT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the DISTRICT.
- 5. When ARCHITECT's Fee is based on a percentage of Construction Cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable, to the extent actual services are performed, in accordance with the schedule set forth in Article X, Section 2, above, based on the lowest responsive bid price.
- 6. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to the prior written approval of the DISTRICT. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

ARTICLE XI - REIMBURSABLE EXPENSES

- 1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants for the following specified items:
 - a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT which includes all the sets of the Construction Documents and all progress prints; and
 - b. Approved agency fees.
- 2. Approved reimbursable expenses are estimated to be TEN THOUSAND Dollars (\$10,000.00) and this amount shall not be exceeded without the prior written approval of the DISTRICT. Reimbursable expense allowance is subject to adjustment pending definition of the Phase II scope as approved by the DISTRICT.
- 3. Reimbursable Expenses shall not include the following specified items or any other item not specifically identified in Article XI, Section 1 above:
 - a. Travel expenses;
 - b. Check prints;
 - c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;
 - d. Preliminary plans and specifications;
 - e. ARCHITECT's consultants' reimbursables:
 - f. Models or mock-ups; and
 - g. Meetings with Cities, planning officials, fire departments, DSA, State Allocation Board or other public agencies.
- 4. The DISTRICT's prior written authorization is an express condition precedent to any reimbursement to ARCHITECT of such costs and expenses for items not included in Article XI, Section 1 above as an allowable reimbursable expense, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by DISTRICT. Payment for these reimbursable expenses shall be made as set forth in Article X.

ARTICLE XII - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the consultant services necessary to complete the PROJECT including, but not limited to: landscape architects; theater and acoustical consultants; structural, mechanical, electrical and civil engineers; and any other necessary design professionals and/or consultants as determined by the ARCHITECT and acceptable to the DISTRICT. All consultant services shall be provided at the ARCHITECT's sole expense. The ARCHITECT shall be responsible for the coordination and cooperation of all architects, engineers, experts or other consultants employed by the ARCHITECT. The ARCHITECT shall ensure that its engineers and/or other consultants file the required Interim Verified Reports, Verified Report and other documents that are necessary for the PROJECT's timely inspection and close-out as required by the applicable governmental agencies

and/or authorities having jurisdiction over the PROJECT including, but not limited to, DSA. The ARCHITECT shall ensure that its engineers and consultants observe the construction of the PROJECT during the course of construction, at no additional cost to the DISTRICT, to maintain such personal contact with the PROJECT as is necessary to assure such engineers and consultants that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so such engineers and consultants can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater).

- 2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultants and/or consultant firms proposed for the PROJECT. The ARCHITECT shall notify the DISTRICT of the identity of all design professionals and/or consultants in sufficient time prior to their commencement of services to allow the DISTRICT a reasonable opportunity to review their qualifications and object to their participation on the PROJECT if necessary. The ARCHITECT shall not assign or permit the assignment of any design professionals, engineers, or other consultants to the PROJECT to which DISTRICT has a reasonable objection. Approved design professionals and/or consultants shall not be changed without the prior written consent of the DISTRICT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any consultants employed by the ARCHITECTS under the terms of this AGREEMENT.
- 3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.
- 4. The construction administrator or field representative assigned to the PROJECT by the ARCHITECT shall be under the direct supervision of the Architect of Record as a licensed California Architect and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile, and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII – MISCELLANEOUS

- 1. The ARCHITECT shall make a written record of all meetings, conferences, discussions, and decisions made between or among the DISTRICT, ARCHITECT, and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.
- 2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:
 - a. <u>Workers' Compensation and Employer's Liability</u>. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to

ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and

- General Liability. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent Architects who are directly employed by the DISTRICT. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by Section c below), its officers. agents, or employees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof; and
- Professional Liability. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT.
- d. The PARTIES understand and agree that Article XIII, Section 2, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the ARCHITECT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.
- e. Any attempt to limit the ARCHITECT's liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

- 3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT, which will protect ARCHITECT and DISTRICT from claims which may arise out of, or result from, ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
 - a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
 - b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, including:
 - 1. Owned, non-owned, and hired vehicles;
 - 2. Blanket contractual;
 - 3. Broad form property damage;
 - 4. Products/completed operations; and
 - 5. Personal injury.
 - c. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
 - d. <u>Valuable Document Insurance</u>. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.
 - e. Each policy of insurance required under Article XIII, Section 3(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the

event the ARCHITECT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

- In the event that the ARCHITECT subcontracts any portion of the ARCHITECT's duties, the ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII, Sections 3(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The ARCHITECT shall not subcontract any portion of the ARCHITECT's duties under this AGREEMENT without the DISTRICT's prior written approval. processing consultants are the only subcontractors exempt from maintaining professional liability insurance.
- All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the ARCHITECT.
- The ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. The ARCHITECT understands and agrees that the ARCHITECT and all of the ARCHITECT's 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. ARCHITECT assumes the full responsibility for the acts and/or omissions of the ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. The ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective employees of the ARCHITECT.
- 5. Notices. 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) U.S. Mail, mailed either by registered, overnight, 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 550 Blumont Street Laguna Beach, CA 92651 Attn: Jeff Dixon

ARCHITECT:

Ruhnau Clarke Architects 3775 Tenth Street Riverside, CA 92501 Attn: Roger Clarke

Telephone: (949) 497-7700 x5222 Telephone: (951) 684-4664 Facsimile: (949) 494-6021 Facsimile: (951) 684-6276

- 6. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using tobacco products (smoking, chewing, etc.) on DISTRICT property at all times.
- 7. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using profanity on DISTRICT property including, but not limited to, all school sites and this prohibition shall include, but is not limited to, all racial, ethnic and/or sexual slurs or comments which could be considered harassment.
- 8. Appropriate dress by the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, is mandatory. Therefore, tank tops, cut-offs and shorts shall not be allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as set forth above in Section above.
- 9. During the entire term of this AGREEMENT, the ARCHITECT, if applicable, shall fully comply with the provision of Education Code section 45125.1 (Fingerprint Requirements) when it is determined that the ARCHITECT will have contact with the DISTRICT's pupils while performing any services under this AGREEMENT.
- 10. Nothing contained in this AGREEMENT shall create a contractual relationship with, or a cause of action in favor of, any third party against either the DISTRICT or ARCHITECT.
- 11. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns, and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.
 - 12. This AGREEMENT shall be governed by the laws of the State of California.
- 13. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.
- 14. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorneys' fees.
- 15. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation

of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

- 16. The ARCHITECT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.
- 17. In accordance with Education Code section 17604, this AGREEMENT is not valid, binding, or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board, duly passed and adopted.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:	DISTRICT:
Ruhnau Clarke Architects	Laguna Beach Unified School District
By:	By:
Name: Roger Clarke	Name: <u>Jeff Dixon</u>
Title: Principal	Title: Asst. Superintendent of Business Services
	Board Approved Date:

EXHIBIT "A"

ARCHITECT'S FEE SCHEDULE

Architect shall be paid a fixed fee of \$317,500.00 for all services set forth in this Agreement.



REQUEST FOR PROPOSAL FOR ARCHITECTURAL SERVICES FOR TMS FIELD AND CLASSROOM MODERNIZATION PROJECT

Laguna Unified School District

ATTENTION:

Ann Moneymaker Facilities Department 550 Blumont Street Laguna Beach. CA 92651 amoneymaker@lbusd.org

SUBMITTED BY:

Ruhnau Clarke Architects 3775 Tenth Street Riverside. CA 92501 Tel. 951.684.4664 Ruhnau Clarke.com

PROJECT CONTACT:

Roger Clarke, NCARB Principal In Charge Tel. 951,684,4664

PROPOSAL CONTACT:

Amber Ridder Marketing Coordinator Tel. 951.684.4664

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Letter of

INTEREST

We appreciate the opportunity to submit our proposal for Laguna Beach Unified School District's Request for Proposals for Architectural Services for the TMS Field and Classroom Modernization Project. For Ruhnau Clarke Architects, this is an opportunity for us to continue to build upon the successful relationship established with your district working at Laguna Beach High School. Based on our conversations with you, we have developed an approach to the TMS field upgrades which aims to maximize field usage and have devised a proposed solution to your classroom renovation which creates a flexible solution to your classroom needs.

The following proposal also outlines our team's experience and expertise as it relates to Laguna Beach USD's needs; however, it is the intangible attributes of our team that truly set us apart. Our passion for collaboration and delivering on the promise for complete client satisfaction and our personal commitment to the projects, cannot easily be conveyed on paper.

The key team members that we have chosen for your project have played a significant role in previous projects at Laguna Beach High School They are aided by new additions- Ashley Powel (Project Manager) and Richard Racicot (QA/QC Director)- each of whom bring extensive expertise and will ensure high quality design documents and project delivery.

One of the core strengths our firm has developed over the last 68-years is the high value we place on listening to the diverse views of stakeholders and collaborating with our clients to bring their vision to life. This has helped us develop long-lasting partnerships, some dating back 40 years or more. We look forward to the opportunity to continue with the Laguna Beach Unified School District. Our Riverside studio will be primarily responsible for the design and management of this project.

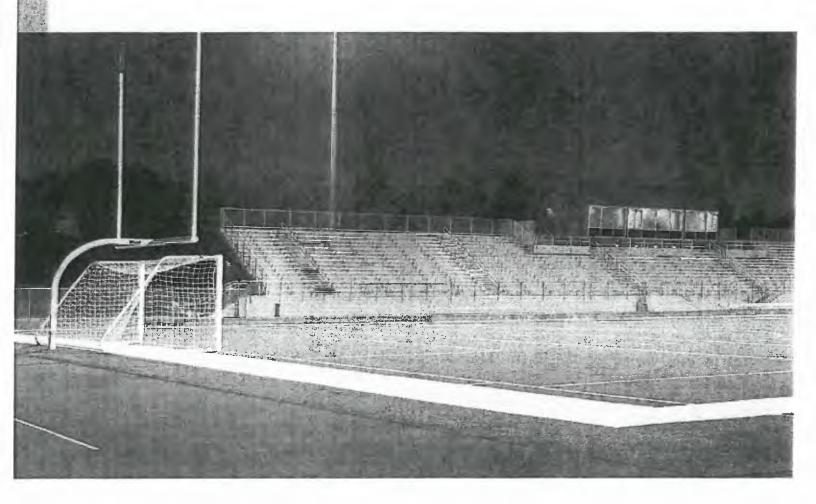
Thank you for allowing us to submit our proposal, please contact me at your convenience should you have any questions.

Sincerely,

Roger Clarke, NCARB President, Principal In Charge Tel., 951.684.4664 ext. 129 rclarke@ruhnauclarke.com

QUALIFICATIONS

Ruhnau Clarke Architects is a multi-disciplinary planning, architecture, and interiors firm that partners with organizations to realize their educational vision through design. For over 68-years, Ruhnau Clarke Architects has been committed to creating spaces that bring communities together and elevate the learning experience.



COMMUNITY

Arts and Culture Parks and Recreation Mixed Use Public Service

PLANNING

Master Planning
Program Specifications
Feasibility Studies
FUNDING ACQUISITION
STATE/LOCAL AGENCIES

GRANT ASSISTANCE

EDUCATION

Early Childhood
Elementary
MIDDLE SCHOOL
High School
Higher Education
CTE
Performing Arts

ATHLETICS

OPERATIONS

Workplace Operations Centers Warehouse Transportation/Automotive



DESIGN FOR LEARNING

At Ruhnau Clarke, we view education design as an opportunity to inspire curiosity, foster community development, and support institutional identity. Our goal is to create spaces that help users engage in their curriculum and context in new and creative ways.

85% of our workload is comprised of K-12 projects. This allows us to provide a highly experienced team that is

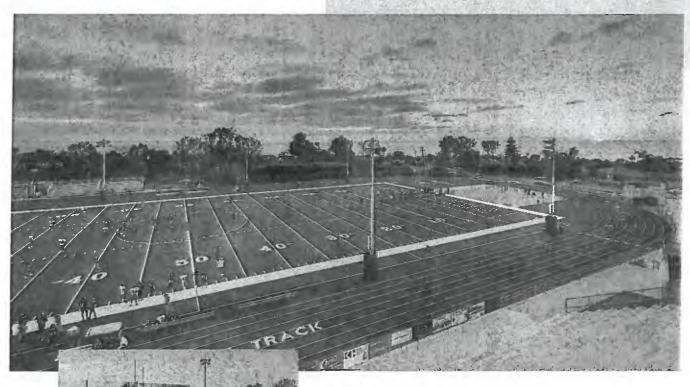
immersed in the the complexities of education design and construction on a daily basis. Our services are specifically tailored to meet the needs of our education clients. Each team is assisted by a facilities planning/funding specialist, DSA coordinator, and Construction Administration team as part of our basic offering.

References and

EXPERIENCE

LAGUNA BEACH HIGH SCHOOL STADIUM

Laguna Beach Unified School District



Ryan Zajda, Director of Facilities

rzajda@lbusd.org 949.497.7700 Ext. 5213

Improvements at Laguna Beach High School's Stadium included the replacement of an existing rubberized track and synthetic turf, improved drainage, new 500 seat visitor bleachers with storage below and assistance with DSA closeout issues at the site. A second phase of the project includes the addition of a new concessions building which is currently under construction.

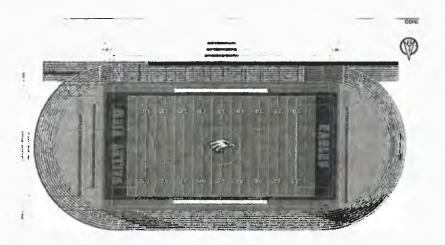


UNIVERSITY HIGH SCHOOL STADIUM

Irvine Unified School District

University High School Stadium was designed to include home and away bleachers to seat approximately 2,940 patrons. The new field features artificial turf and a 9 lane synthetic track with throwers park to accommodate football, soccer, and track and field activities.

John Fogarty, Asst. Supt. Business Svcs. johnfogarty@iusd.org 949 936.5035



VALLEY VIEW ATHLETIC FIELD

Moreno Valley Unified School District

Valley View High School's new atheltic field with it's bright red artificial turf is a beacon of athletic attraction for the District. A first of it's kind for MVUSD, this field was designed to accomodate for football, soccor, and other track and field activities and includes an 8-lane synthetic track.

Martinrex Kedziora, Superintendent mkedziora@mvusd.net 951-571-7500

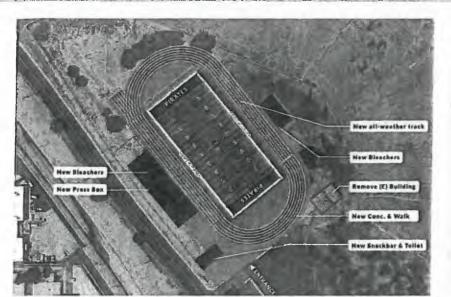


TUSTIN HIGH SCHOOL STADIUM

Tustin Unified School District

Tustin High School's 3000 seat Stadium includes stadium lighting, press box, visitor's bleachers, restrooms, concessions, ticket booth, team rooms, artificial track and synthetic turf The goal for the facility was to remain flexible and accomodate as many activities as possible.

David Miranda, Senior Director M&O dmmiranda@tustin.k12.ca.us 714.730.7515



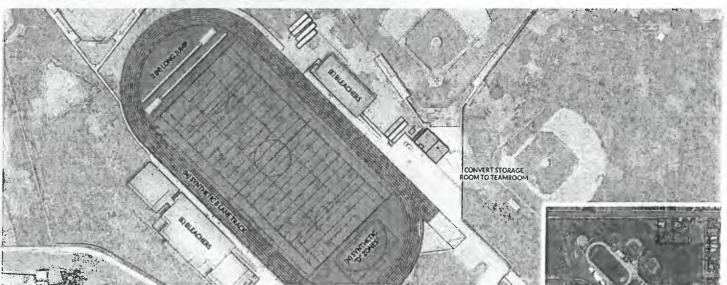
6 FIELD REPLACEMENTS

San Bernardino City Unified School District

Ruhnau Clarke was selected to replace 6 track fields throughout the District. These projects are all nearing completion of design, but expected to be completed in the near future.

Tom Pace, Director of Facilies

tom.pace@sbcusd.k12.ca.us 909.388.6100



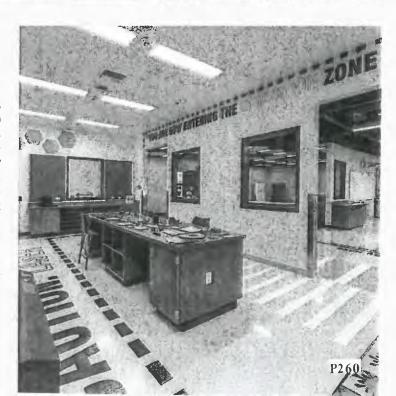
JURUPA INNOVATION CENTER

Jurupa Unified School District

Home to over a dozen STEAM (Science, Technology, Engineering, Art, Math) Pathways, the Jurupa Valley High School Innovation Center was designed to promote creativity. experimentation, and a lifelong love of learning in a state-of-the-art environment. In order to stay on budget, Jurupa Valley Unified School District elected to modernize an existing, underutilized building and convert it into a high-tech Innovation Lab. We focused on creating an inspiring, flexible environment for students to design and construct their projects. The spaces openly flow from one to another and visually connect students across different pathways to foster collaboration and drive innovation. The design triggers curiosity and inspiration among students, in an environment where they realize the benefits of collaborating with each other as they dream, create, and build

Dr. Trent Hansen, Asst. Supt. Plan. & Dev.

trenton_hansen@jusd.k12.ca.us 951.360.7845

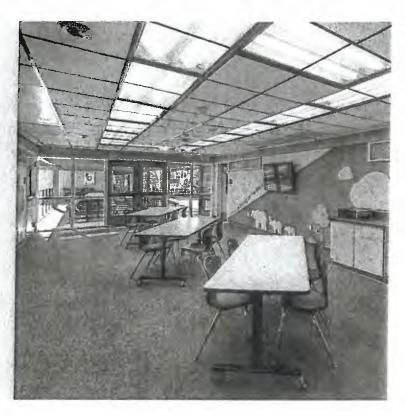


BONITA ELEMENTARY SCHOOL

Irvine Unified School District

Funded by Bond Measure E, work was completed at Bonita Canyon Elementary School to enhance security and improve learning environments for students and staff. This included upgrades to structural and fire life safety, signage installation for clearer path of travel, and boldly colorful interior graphics to define collaboration zones.

John Fogarty, Asst. Supt. Business Svcs. johnfogarty@iusd.org 949.936.5035





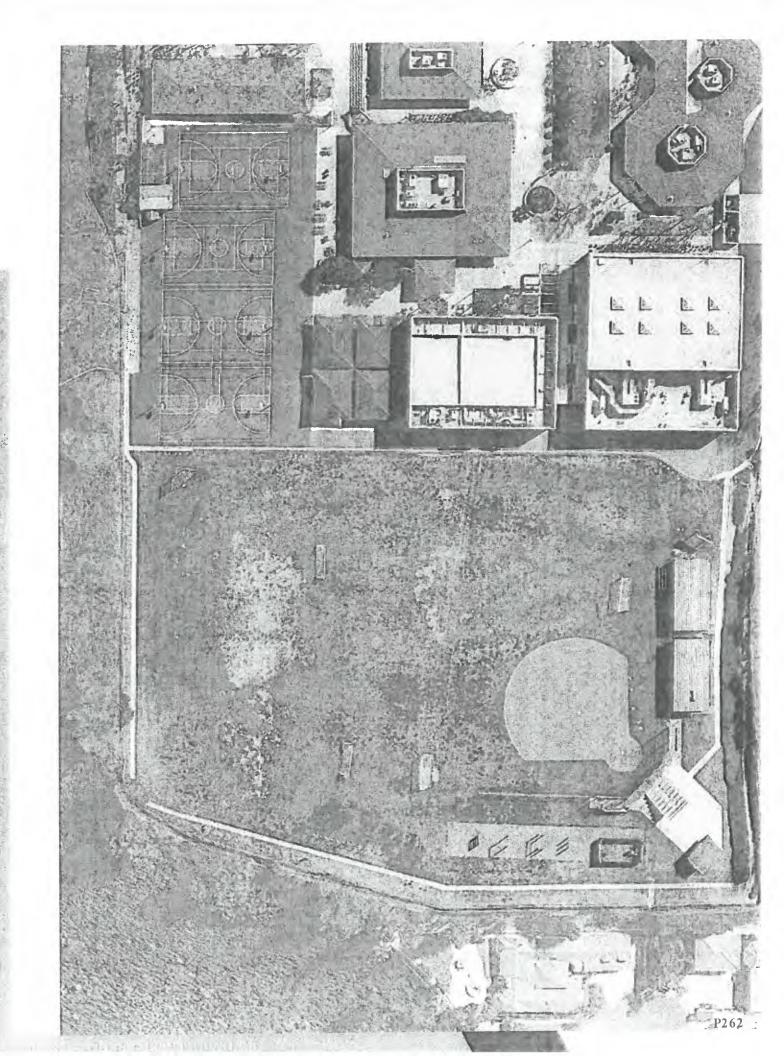


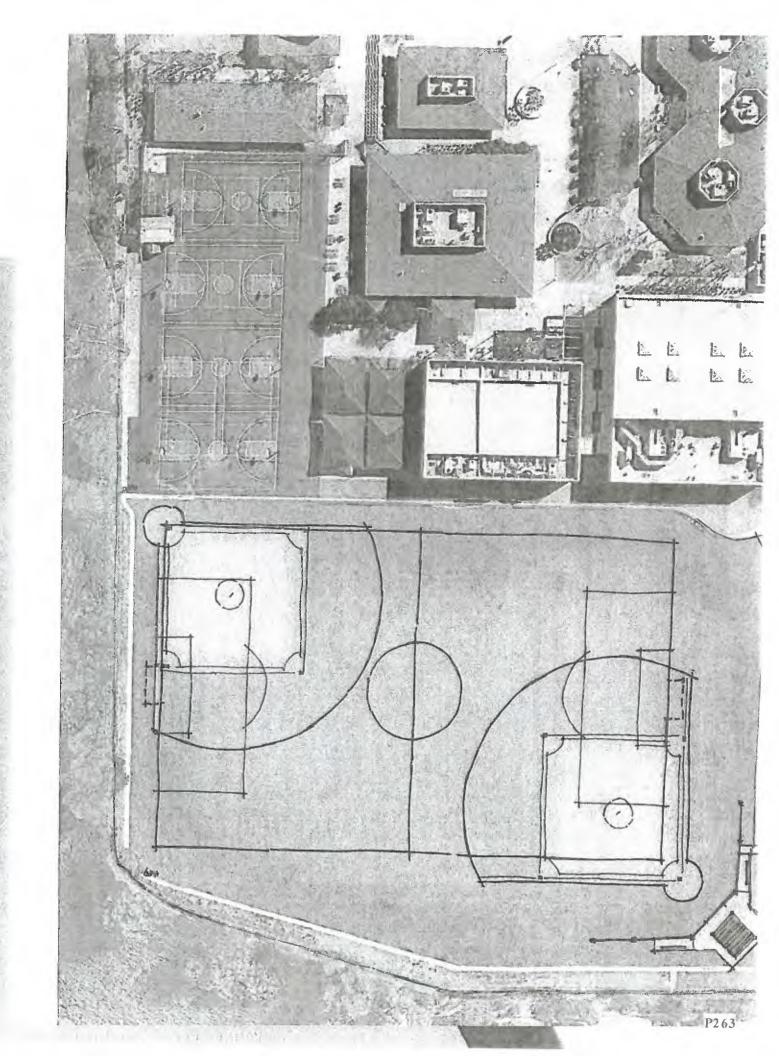
LINCOLN FUNDAMENTAL ELEMENTARY SCHOOL

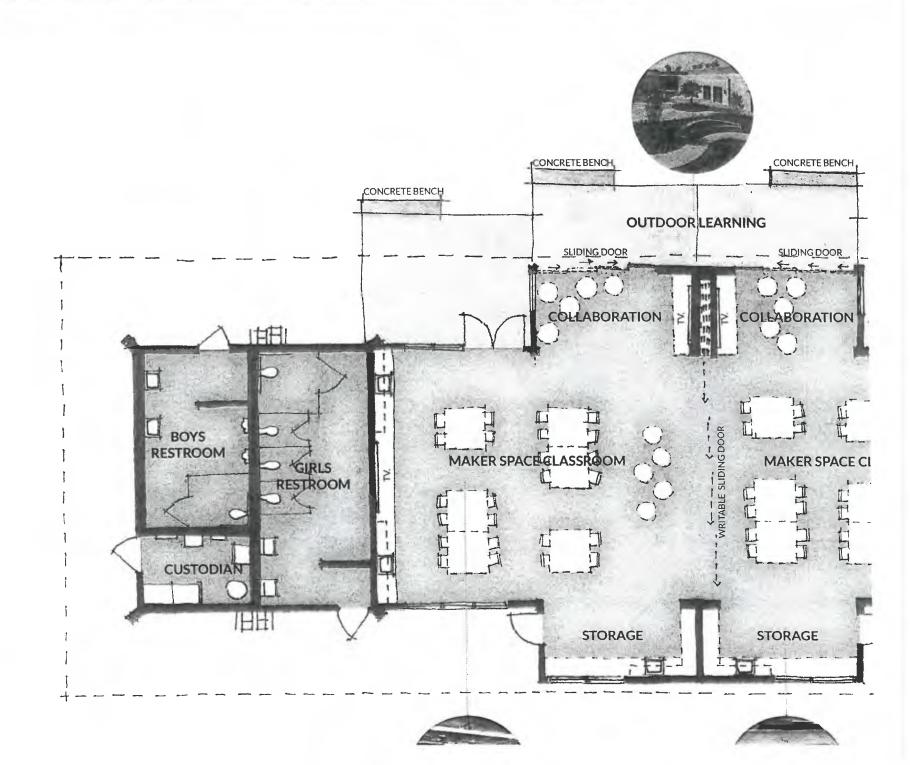
Corona-Norco Unified School District

Stakeholders from the district, community leaders, teachers, students and specialists came together in the planning phases of this expansion project to conceive a lively, active campus; reborn. In keeping with their community centered approach to education, the goal was to elevate the presence of the campus with an enhanced street-facing façade and architecture which reflects the values of the greater community, while replacing undersized facilities. The process included working with staff and District stakeholders to identify public use, administration spaces, circulation, safety and security. The design team prepared options and looked at each space individually and collectively to arrive at the overall solution. This included removing an existing important tree at the site and re-using it in the building.

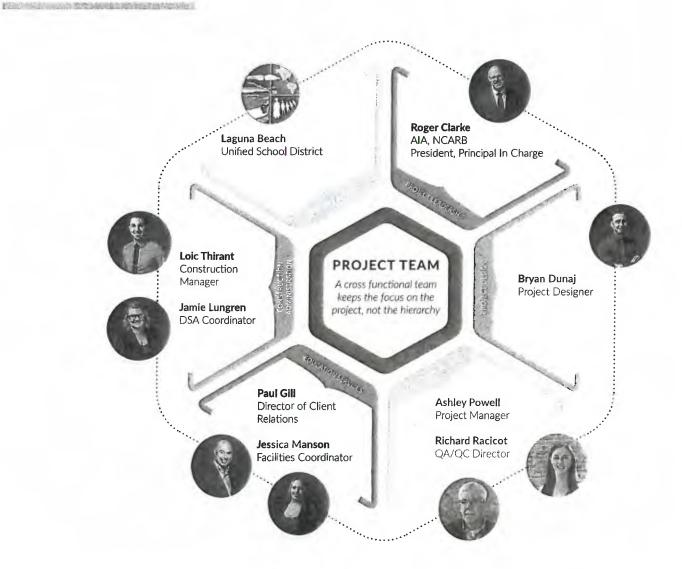
Lynne Murray, Director of Facilities lemurray@cnusd.k12.ca.us 951.736.5181







Project **TEAM**



ROLES AND EXPERTISE

Project teams are flexible and assigned to projects based on the needs of the project and expertise of the team members. This best-fit approach allows us to allocate the right resources at the right time. Planning, design, project management, and construction administration disciplines work side by side throughout the design process. Their cross-functional knowledge conceives fully integrated design solutions and emphasizes comprehensive quality control.

Principals of the firm remain highly involved and directly available to clients throughout the life of the project. This hands on approach is vital to ensuring a design process that is personalized, flexible, meaningful and memorable to our clients and communities.

Sub

CONSULTANTS

EPIC ENGINEERS

Civil Engineer

Offering civil engineering services throughout Southern California and surrounding regions. For 23+ years we have specialized in school construction projects, public works projects, private developments, flood control and stormwater quality improvements, among many other specialties. Our focus is to tie the big picture of a project with the finest details, in turn, simplifying construction and maintaining positive long-term client relationships.

Troy Molaug, PE, QSD

troy@epicrce.com 909.792.5969

KNA STRUCTURAL ENGINEERS

Structural Engineer

KNA Structural Engineers is a full service structural engineering firm providing quality design and related services for buildings of all types including educational facilities (public and private schools, colleges and universities), hospitals, commercial centers, industrial parks, specialty health care facilities, medical office buildings and federal government facilities. KNA's staff includes three highly experienced principals supported by a trained team of project engineers and BIM/CAD technicians.

Larry Kaprielian

LKaprielian@knastructural.com 949.462.3200 Ext. 105

DCGA ENGINEERS

Mechanical, Electrical & Plumbing Engineer

DCGA Engineers offers a highly skilled, experienced team of engineers and designers covering a wide range of specialties including HVAC, Plumbing, Piping, Fire Suppression, Power, Lighting, Telecommunications, Data, Fire Alarm, and Standby Emergency Power Systems. Their services include system engineering and design, system analysis, feasibility/payback studies, peer review, and building energy analysis. In addition, we offer complete MEP construction administration services to ensure projects are completed successfully with minimal contract or schedule changes.

Tony Ramirez, President

tony.ramirez@dcgaengineers.com 909.987.0017



ROGER CLARKE

President, Principal In Charge

Tel: 951 684.4664 // Email rclarke@ruhnauclarke.com // www.ruhnauclarke.com

PROFILE

Roger Clarke, President and Principal in Charge of Ruhnau Clarke, is responsible for all Ruhnau Clarke projects. He received his Bachelor of Architecture from Arizona State University School of Architecture in 1984 and is an active member of the National Council Architectural Registration Boards, American Institute of Architects and the US Green Building Council.

Before working with Ruhnau Clarke he served as an apprentice at the Arcosanti studios under the tutelage of Paolo Soleri, and later led notable urban space projects such as Colorado's Fiddler's Green Amphitheater. Mr. began working for Ruhnau Clarke in 1992 and was made partner and Principal in 1995.

Since joining Ruhnau Clarke, he has overseen the completion of hundreds of projects for public agencies throughout Southern California, including significant local projects such as the Riverside County Administrative Center, design for the Riverside County Fire Department Headquarters, and Riverside County Transportation and Highway Operations Center.

In addition to his architectural work, he serves as a Board Member for the Riverside Downtown Business Council; a Member of the Greater Riverside Chambers of Commerce and Board of Trustees Member of the Riverside Art Museum. He is an avid supporter of local organizations including the Riverside Area Rape Crisis Center; the Riverside Art Museum Art to Go Program; the Riverside Arts Academy, Riverside Arts Council, Riverside County Office of Education, Riverside County Philharmonic and the Riverside Salvation Army.

In his 32 years of architecture practice, he has developed a broad range of experience and capabilities; his strength lies in his ability to anticipate client needs, provide acute attention to programming and functional flexibility and provide a wealth of knowledge in obtaining regulatory agency approval and capturing project funding.

As firm Principal, he leads the design process from vision and program development through construction administration. will have overall responsibility for the project, its design, and completion within the schedule and budget. He will have the final responsibility to report to the client on the project progress, the design, and construction administration.

He has a proven ability to bring all project elements together in a way that balances functionality, aesthetics, and economic constraints. His hands on approach as an active leader in the design process engages both team members and clients in a continuing dialogue to reach a comprehensive vision for the project.

EDUCATION

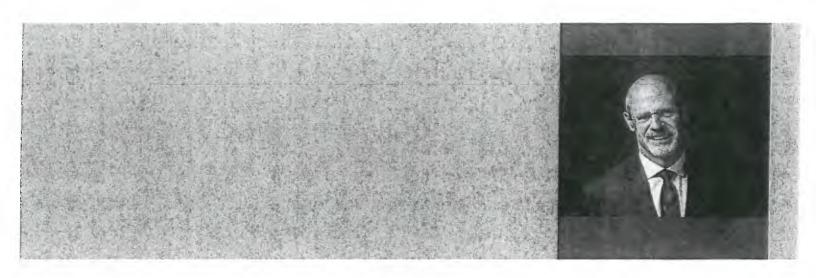
Bachelor of Architecture Arizona State University

PROFESSIONAL

Licensed Architect, CA 21340 NCARB

EXPERIENCE

24 Years with Ruhnau Clarke Architects 7 Years with other firms



FEATURED EXPERIENCE

Corona-Norco Unified School District Norco Intermediate School Additions

Chula Vista Elementary School District Saburo Muraoka Elementary School Camarena Elementary School 22 Elementary School Modernizations

Desert Sands Unified School District Desert Ridge Academy Middle School Col. Mitchell Paige Middle School

Fontana Unified School District New 7-12 Academy

Jurupa Unified School District
Jurupa Valley High School Innovation Center
Ina Arbuckle Modernization

Irvine Unified School District
Stone Creek Innovation Lab
Portola Springs Elementary School
Cypress Village Elementary School
University High School Stadium

Laguna Beach Unified School District Laguna Beach High School Stadium/Field Replacement

Moreno Valley Unified School District Edgemont Elementary School

Palm Springs Unified School District Painted Hills Middle School

Riverside Unified School District STEM High School





Top: Indio High School

Bottom: Jurupa Valley High School Innovation
Center



BRYAN DUNAJ

Architect, Senior Designer III

Office: 951.684.4664 // Email; bdunaj@ruhnauclarke.com // www.ruhnauclarke.com

PROFILE

Bryan Dunaj is a licensed Architect in California and a LEED accredited professional. As a Senior Designer that has been with Ruhnau Clarke Architects for over 14 years, his responsibilities include, but are not limited to, the design, development, and coordination of educational, civic, residential, and private office projects.

Mr. Dunaj completed his undergraduate studies in Architecture at Arizona State University in 2001, graduating Cum Laude. He then returned to Arizona State University where he went on to receive his Master's degree in Architecture in 2003. His graduate school thesis focused on student housing and how architecture can influence the mental development of teenagers as they transform into young adults while progressing through a higher education environment.

When he joined Ruhnau Clarke Architects in 2004 he immediately began to work on the design of Joe Baca Middle School in Colton, CA for which the firm received an honorable mention in design from Learning by Design Magazine. Since then, he continues to strive to listen and ascertain client and user needs that result in responsible and creative design solutions. As a LEED Accredited Professional, he is involved in the exploration of various design concepts, design strategies, and methods of using alternative materials that embrace sustainable architecture and design.

In 2012, when Mr. Dunaj received his license to practice Architecture in the State of California, he moved into a leadership role working with junior design staff. This current leadership role includes working closely with and mentoring junior design staff in order to further progress the firm's attentiveness to achieving creative design solutions.

Mr. Dunaj's role as Senior Designer will be to help identify the needs of the client and user, provide responsible design solutions based on those needs, and coordinate the project team.

EDUCATION

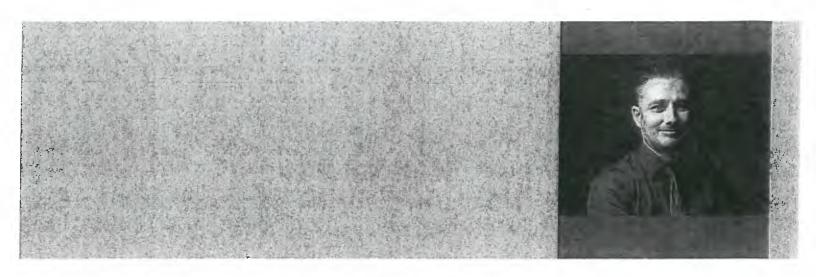
Master of Architecture,
Arizona State University
Bachelor of Science in Design, cum laude,
Arizona State University

PROFESSIONAL

Licensed Architect CA #C-33788 LEED Accredited Professional

EXPERIENCE

14 Years with Ruhnau Clarke Architects



FEATURED EXPERIENCE

Anaheim Union High School District

Anaheim High School Aquatic Center

Colton Joint Unified School District

Joe Baca Middle School

Desert Sands Unified School District

Facility Master Plan
Shadow Hills High School
La Quinta Middle School Modernization
Desert Sands Technology Department Expansion
Wilson/ Amistad H.S. Modernization/ Expansion

Fullerton Joint Union High School District

Buena Park High School Modernization Expansion Sunny Hills High School Modernization/ Expansion Sonora High School Modernization/ Expansion

Jurupa Unified School District

Jurupa Valley High School Innovation Center Ina Arbuckle Modernization

Irvine Unified School District

Stone Creek Innovation Lab Portola Springs Elementary School Cypress Village Elementary School University High School Stadium

Moreno Valley Unified School District

Edgemont Elementary School

Palm Springs Unified School District

Painted Hills Middle School

Riverside Unified School District

STEM High School





Top: Jurupa Valley High School Innovation Center Bottom: Portola Spings Elementary School



ASHLEY POWELL, AIA

Project Manager

Cell: 951.684.4664 // Email: apowell@ruhnauclarke.com // www.ruhnauclarke.com

PROFILE

Ms. Ashley Powell is Ruhnau Clarke Architects newest Project Manager in the Riverside Studio. She comes to Ruhnau Clarke with over 10-years architectural experience in new construction, modernization, historical rehabilitation, planning, design, construction documents, and construction administration.

Before joining Ruhnau Clarke; Ashley spent the last 10-years developing a broad and diverse understanding of various projects from multi-family housing and condominiums, libraries and botanical gardens, Federal building infrastructure, and elementary school design. Having provided project management services on over 11 projects, she has gained the understanding and knowledge of the complexities and variances between the different project types.

Ashley is especially adept at communicating both internally with design teams and externally with owner and construction representatives. She strives to find efficient, effective solutions to project challenges and shares lessons learned with project teams. Her previous experience in construction administration further assists clients in bridging the gap between architecture and construction. While with another firm, she recently completed the design for the Steve S. Koblik Education and Visitor Center at the Huntington Library where she was the primary contact for construction administration and responsible for submittals, RFI's and weekly site meetings. She coordinated the agency approvals which included the Health Department.

As Project Manager, Ashley will utilize her skills developed to ensure quality control throughout design and into construction, maintaining adherence to the prescribed budget and schedule, all while keeping her clients vision at the forefront of the design.

EDUCATION

Bachelor of Architecture

California Polytechnic University, Pomona

PROFESSIONAL

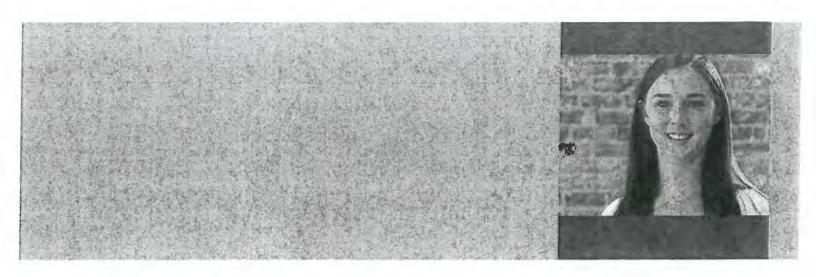
Licensed Architect, CA # C35991

AFFILIATIONS

American Institue of Architects, Pasadena-Foothill Chapter



Valley View High School, Moreno Valley



EXPERIENCE PRIOR TO RUHNAU CLARKE

TO A VARIABLE STORY AND THE RESIDENCE OF THE PROPERTY OF STREET, STATE OF STATE O

Steve S. Koblik Education & Visitor Center at Huntington Library, Art Collections & Botanical Garden

The Education and Visitor Center serves a welcoming new front door for Henry Huntington's historic 200-acre estate. Over eight acres of new buildings and gardens create seamlessly integrated places for arrival, orientation, and education while preserving the scale and character of the original historic estate. The project includes ticketing and visitor arrival areas, a 400-seat lecture hall, a large multipurpose meeting room, classrooms, a retail store, food service/dining areas, secure collections storage areas connected to the library, and service areas.

Desert Garden Conservatory at the Huntington Library, Art Collections & Botanical Garden

The Desert Garden Conservatory is designed to serve the public education, research, propagation and maintenance functions of the Desert Garden at the Huntington. In addition to public areas for exhibition and education, it houses a conservation lab, propagation greenhouses, staff facilities and work areas. The project was taken to the end of design development and currently awaiting funding.

Multi-Projects, Los Angeles Union Station

As Project Architect, Ashley over all the ongoing projects at the LA Union Station. As part of the On-Call Historic Architecture team, she was the architect for a wide variety of projects and tasks such as the Metro Bike Hub, Fire and Life Safety upgrades, and the rehabilitation of the Fred Harvey Restaurant into a brewery.

Multi-Family Housing, Los Angeles, CA

As Project Manager and Lead Designer, Ashley was responsible for the four-unit multi-family complex in the Mid-Wilshire neighborhood in the Windsor Village Historical Preservation Zone. The project was sensitively designed to respond to its setting within a

neighborhood of predominately featuring 1920's and 30's single and multi-family residential properties.

Ventura Arch Apartments, Los Angeles, CA

As Project Manager Ashley led the vision, planning and client collaboration for this 91-Unit Multi-Family Apartment Complex on Ventura Boulevard in Los Angeles. The multi-building design is separated by landscaped courts with angled bars of units optimized to provide the view of the Los Angeles River. The modern and eclectic design draws upon the dynamic outdoor culture that characterizes the San Fernando Valley.

ADDITIONAL PROJECTS

- Multi-Family Housing, Pasadena, CA
- Multi-Family Housing, Los Angeles, CA
- GSA Phillip Burton Federal Building Infrastructure, San Fransisco, CA
- William Andrews Clarke Memorial Library Seismic Upgrade and Book Storage Expansion, University of California Los Angeles
- Pasadena Conservatory of Music, Pasadena, CA
- Foster City Elementary School, Foster City, CA
- City of Turlock Public Safety Facility, Turlock, CA
- · Scheu Family YMCA, Upland, CA



RICHARD RACICOT

Quality Assurance / Quality Control Director

Tel: 951.684.4664 // Email. rracicot@ruhnauclarke.com // www.ruhnauclarke.com

PROFILE

Richard Racicot, Quality Assurance / Quality Control Director, is responsible for ensuring project constructability and review of design documents, utilizing technical knowledge of building codes, ordinances, and accessibility regulations. He is a graduate of San Diego State University and is a licensed Architect and General Contractor.

Before working with Ruhnau Clarke, Richard held several leadership roles, assisting firms and organizations in the development of document standards and guidelines crafted to meet the demands of industry-wide document software influences and requirements. Notably, he served as the Executive Director / Assistant Vice Chancellor for the department of Architects and Engineers in Capital Programs at the University of California-Riverside where he was responsible for all design and construction matters related to the physical development of the campus. This included conceptual planning, design, construction, administration and fiscal management activities related to campus buildings and infrastructure resources to satisfy University mission objectives.

Since joining the firm Richard has served as an independent reviewer, implementing QA/QC checks and coordination reviews at the completion of construction documents, DSA approval and prior to bidding phases. He utilizes Bluebeam Revu to coordinate markups across all team members and consulting disciplines.

In his 28 years of project leadership, he has cultivated a broad portfolio in project types: K-12, higher education, healthcare, professional sports, hospitality, public assembly, entertainiment & retail, airports, commercial, and residential / mixed use; and delivery methods: design-bid-build, design-build, cm at risk, cm not at risk, and negotiated contracts.

Richard's role will be to review the project's constructability, compare and evaluate specifications and construction documents to ensure uniformity and best methods, ensure that client design standards have been implemented, and provide recommendations for notations, details and references. His primary objective is to reduce the number of RFI's and potential change orders generated from the field.

EDUCATION

Arts & Crafts / Furniture Design - Fabrication San Diego State University

University Prep Program

Napa Community College

Construction Management / Technology Program/ Architectural University Prep Program

Diablo Valley College

PROFESSIONAL

Licensed Architect # C25854

General Contractor (CA) # B478150

Member DBIA / CMAA



FEATURED EXPERIENCE

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\$12 M	Highgrove Elementary School Riverside Unified School District
\$ 2.9 M	Indian Springs High School CTE San Bernardino City Unified School District
\$31.9 M	Valley View High School Modernization Moreno Valley Unified School District
\$4.8 M	North Park Elementary School Modernization Phase 2 San Bernardino City Unified School District
\$12.5 M	Pacific High School Automotive Technology Center San Bernardino City Unified School District
\$15.7 M	Innovative Horizons Charter School Perris Elementary School District
Landa Daniel and Landau	Common Charles Lordalisms

\$15.7 M	Innovative Horizons Charter School Perris Elementary School District
hermit receipts	tu Romano Clarkt Archibocus
\$9.8 M	Mira Mesa High School – Athletic Facility Renovation San Diego Unified
\$8.5 M	Kearny High School Athletic Facility Renovation San Diego Unified School District
\$1.95 M	Kearny High School CTE Engineering Innovation Building San Diego Unified School District
\$38 M	Student Recreation Center Expansion and Renovation University of California Riverside
\$ 1.9 M	UCR Athletics Practice Center Renovation University of California Riverside
\$2.25 M	UCR Track and Field Replacement University of California Riverside
\$140.8 M	Glen Mor 2 Student Apartments University of California Riverside
\$38 M	Material Science and Engineering Building

University of California Riverside





Top: Innovative Horizons Charter School Bottom: Pacific High School Automotive Tech.



JESSICA MANSON

Facilities Services, Planning

Tel.: 951.684.4664 // Email: jmanson@ruhnauclarke.com // www.ruhnauclarke.com

PROFILE

Jessica Manson provides facility planning and funding consultation for school districts throughout California. She serves as an extension of District staff in preparing and optimizing eligibility and funding scenarios in conjunction with the Office of Public School Construction; preparing and submitting site packages and plan approvals to the California Department of Education; and providing a wide range of additional education services including master planning assistance and education specification development. Ms. Manson has been instrumental in obtaining school building funds for new construction, modernizations, charter school, Career Technical Education, facility hardship/expansion and seismic mitigation projects.

Prior to joining Ruhnau Clarke, Ms. Manson worked for a Lean Construction consulting firm where she traveled to several states across the country assisting with the facilitation of many different project teams. Since joining our firm, she has been heavily involved in facilities planning and has worked with a number of school districts on several different facilities-related items such as identifying multiple funding opportunities that would work for each particular project. She also stays up-to-date on legislation that will affect schools or school facilities.

Outside of the office, Ms. Manson is actively involved in the facilities planning community where she attends all the local planning meetings, attends ongoing workshops related to her field, and has applied and been accepted to join the 8th cohort of the CASH Leadership Academy which started in the Spring of 2018.

Ms. Manson's role on this project will be to provide a full range of support services including applications to the California Department of Education (C.D.E.) for site approvals and plan approvals; work with District staff to maximize funding options and identify avenues that best suit client needs and augment projects paid by local, state and/or hardship funding for construction and modernization projects; assist and research the Districts and community visions for long ranged master planning as well and individual facility site assessments; stay involved and assist in various aspects of the project(s) as requested by the District.

EDUCATION

General Education **Grossmont Community College**

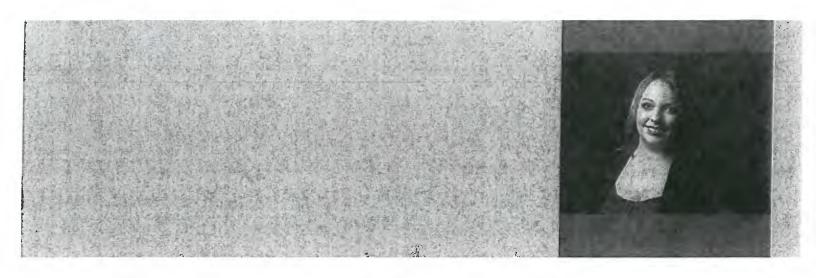
PROFESSIONAL

Member: Coalition for Adequate School

Housing

Member: CASH School Facilities Leadership

Academy



FEATURED EXPERIENCE

Anaheim Union High School District
Barstow Unified School District
Beaumont Unified School District
Chula Vista Elementary School District
Coachella Valley Unified School District
Corona-Norco Unified School District
Desert Sands Unified School District
Etiwanda School District
Grossmont Union High School District
Irvine Unified School District
Lake Elsinore Unified School District
Morongo Unified School District
Palm Springs Unified School District
Saddleback Valley Unified School District
William S. Hart Union High School District





Top: Portola Springs Elementary

Bottom: Dolores Huerta International Academy



PAUL GILL

Director, Client Services

Tel: 951.684.4664 // Email pgill@ruhnauclarke.com // www.ruhnauclarke.com



PROFILE

Paul Gill possesses a wealth of operational expertise and leadership experience. He is a graduate of Duquesne University where he received a Bachelor of Science in Education and English, followed by a Master of Science in Communications from Syracuse University, and a Master of Arts in International Relations from Creighton University. His 35-year professional career began in the United States Airforce where he served as an Officer in various Stateside and Overseas assignments, including Vietnam, from 1967-1991; culminating as Commander of March Air Force Base, Riverside, CA during the first Gulf War.

Following his military service, Mr. Gill successfully led large public and private organizations in the Inland Empire including the City of Moreno Valley, Riverside Dental Group and as Chief Business Officer for Jurupa Unified School District and Alvord Unified School District.

Mr. Gill is a prominent member of the Riverside Community having served as Chair of the Riverside County Airport Land Use Commission (ALUC) for 5 years, as the Riverside County Flood Control Commissioner, as District 5 representative to the County of Riverside Asset Leasing Corporation (CORAL), Member of the Board of the Riverside County Hospital, Vice Chair of the March JPA Technical Advisory Committee, and Director of the Riverside Monday Morning Group. He has proudly been recognized for his community service efforts, awarded as the Moreno Valley Citizen of the Year and Area Boy Scout Citizen of the Year.

Mr. Gill's role at Ruhnau Clarke is to lead the Facilities Planning team where he partners with clients in all aspects of facilities planning and funding while ensuring that the design vision meets our client's business objectives and organizational goals. His experience and expertise is a valuable asset, furthering our ability to provide the highest level of service to our clients.

FEATURED EXPERIENCE

\$22 M	Edgemont Elementary School Moreno Valley Unified School District
\$13.5 M	Adams Elementary School Expansion Corona-Norco Unified School District
\$2 M	North Park Elementary School Renovations San Bernardino City Unified School District
\$3.5 M	Jurupa Valley High School Innovation Center Jurupa Unified School District

EDUCATION

Bachelor of Science in Education/ English, **Duquense University** Master of Science in Communications Syracuse University Master of Arts in International Relations **Creighton University**

EXPERIENCE

Assistant Superintendent, Business Services Jurupa Unified School District 2010-2013 Alvord Unified School District 2009-2010 Pittsburgh Public Schools 2008-2009

Senior VP, Regional Operations Western Region for American Dental Partners 1999-2008 Riverside Dental Group 1993-1999

Community Development Director City of Moreno Valley 1991-1993

Air Force Officer

Various Stateside and Overseas assignments including Vietnam 1967-1991



JAMIE LUNGREN

DSA Coordinator

Email: jlungren@ruhnauclarke.com // www.ruhnauclarke.com

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PROFILE

Jamie Lungren, as our DSA Coordinator, is dedicated to the project from conception to certification. Ms. Lungren tracks all documents throughout the course of the project to ensure that all Construction Change Documents are approved and all pertinent documents have been loaded to the DSABox. She follows-up with all responsible parties to ensure that each contractor and the Laboratory of Record upload all Final Verified Reports, the District has loaded the Notice of Completion(s) and Final Statement of Cost. Once all documents are uploaded the Inspector of Record is notified by Ms. Lungren so that the DSA-6PI can be uploaded by the IOR and certification issued.

FEATURED EXPERIENCE

\$99.4 M	Indio High School Desert Sands Unified School District
\$25 M	Portola Springs Elementary School Irvine Unified School District
\$22 M	Edgemont Elementary School Moreno Valley Unified School District
\$13.5 M	Adams Elementary School Expansion Corona-Norco Unified School District
\$2 M	North Park Elementary School Renovations San Bernardino City Unified School District
\$7.5 M	Costa Mesa High School Sports Complex Newport Mesa Unified School District
\$30 M	Joe Baca Middle School Colton Joint Unified School District
\$15.6 M	Granite Hills High School CTE Compex Grossmont Unified School District
\$27.3 M	La Quinta High School CTE Compex Desert Sands Unified School District
\$3.5 M	Cajon High School Theater San Bernardino City Unified School District

EDUCATION

AS, Natural and Health Sciences **Riverside Community College**

EXPERIENCE

10 years with Ruhnau Clarke Architects





Top: Portola Springs Elementary Bottom: Dolores Huerta International Academy



LOIC THIRANT

Construction Operations Manager

Cell: 951.500 1257 // Email: lthirant@ruhnauclarke.com // www.ruhnauclarke.com

PROFILE

Loic Thirant serves as Construction Operations Manager for Ruhnau Clarke Architects providing construction observation and serving as a link between the design studio and the field. He is a graduate of the Polytech'Lille, Lille 1 University, Villenueve d'Asq, France where he received a Master of Science Engineering in Geotechnics and Civil Engineering.

Before working with Ruhnau Clarke Loic developed in-depth construction management skills, managing commercial construction projects including: financial management; directing on-site work teams; preparing and planning construction work to certify compliance; consulting and designating subcontractors and vendors; overseeing subcontractor work; validating payment applications; ensuring adherence to quality standards; as well as managing change orders. This hands-on construction experience, combined with his technical design knowledge makes him uniquely qualified to bridge the gap between Architecture and Construction, ensuring that the design conforms to construction standards and that what is constructed is what was designed.

Since joining Ruhnau Clarke Architects in 2015, Loic has managed construction operations for large and small projects, totaling over \$125 Million in construction costs. He has served as the Architect representative for dozens of DSA projects, attending weekly owner-construction meetings; providing review and approval of submittals, shop drawings and RFI's; coordinating with engineering teams; negotiating and recommending approval or rejection of change order requests; drafting and issuing field directives for all design changes occurring after bid; ensuring contractors adhere to design intent and executing work per specified standards; performing in-house constructibility reviews; and ensuring compliance with DSA inspection and documentation requirements.

Loic is especially adept at communicating both internally with design teams and externally with owner and construction representatives. He strives to find efficient, effective solutions to project challenges and shares lessons learned with project teams. In his 3 years with the firm, his projects have consistently remained on time and within budget.

As Construction Operations Manager, Loic will utilize his skills developed as a project Foreman and Superintendent to ensure quality control throughout construction, maintain adherence to budget and schedule, and to see that the project is closed out and certified.

EDUCATION

Master of Science Engineering, Geotechnics and Civil Engineering Polytech'Lille, Lille 1 University, Villenueve d'Asq, France

LANGUAGES

French: Native Language English: Fluent, Bilingual

Spanish: 7 years formal training



FEATURED EXPERIENCE

\$24.5 M	Dolores Huerta International Academy Fontana Unified School District
\$25 M	Portola Springs Elementary School Irvine Unified School District
\$7.5 M	Costa Mesa High School Sports Complex Newport Mesa Unified School District
\$5 M	Oasis Elementary School Expansion Morongo Unified School District
\$3.5 M	Cajon High School Theater San Bernardino City Unified School District
\$13.5 M	Adams Elementary School Expansion Corona-Norco Unified School District
\$12 M	Lincoln Elementary School Expansion Corona-Norco Unified School District
\$3.5 M	Jurupa Valley High School Innovation Center Jurupa Unified School District
\$2.5 M	Board Room Saddleback Valley Unified School District
\$1.5 M	Rancho California Fire Station No. 73 City of Temecula
\$22 M	Edgemont Elementary School Moreno Valley Unified School District
\$2.5 M	Tustin High School Administration Remodel Tustin Unified School District





Top: Portola Springs Elementary

Bottom: Dolores Huerta International Academy

Professional Fees

HOURLY RATES 2018/2019		REIMBURSABLE EX	PENSES
Principal Principal Architect/Director of Design Director of Construction Project Manager State Agency Liaison Construction Administrator Assistant Project Manager Job Captain Designer	215.00 185.00 175.00 165.00 165.00 135.00 125.00 120.00	Travel Airfare Overnight Accommodations Plotting In house Outside Plotting	@ cost @ cost \$0.10/ s.f. (30x42) \$0.15/sf (30x42)
Marketing Senior CADD Operator Construction Coordinator DSA Coordinator CADD Operator Administration/Secretarial Clerical	110.00 105.00 95.00 90.00 90.00 80.00	Printing/ Scanning Scanning 8.5x11 Copying Color Printing 8.5x11 Color Printing 11x17	\$1.00/ sheet (30x42) \$0.03/ sheet \$0.08/ sheet \$0.16/ sheet

RECONSTRUCTION/MODERNIZATION

- 1. Twelve percent (12%) of the first Five Hundred Thousand Dollars (\$500,000) of computed cost.
- 2. Eleven and one-half percent (11-1/2%) of the next Five Hundred Thousand Dollars (\$500,000) of computed cost.
- Eleven percent (11%) of the next One Million Dollars (\$1,000,000) of computed cost.
- 4. Ten percent (10%) of the next Four Million (\$4,000,000) of computed cost.
- 5. Nine percent (9%) of the next Four Million (\$4,000,000) of computed cost.
- 6. Eight percent (8%) of computed cost in excess of Ten Million Dollars (\$10,000,000).

NEW CONSTRUCTION

- 1. Nine percent (9%) of the first Five Hundred Thousand Dollars (\$500,000) of computed cost.
- 2. Eight and one-half percent (8-1/2%) of the next Five Hundred Thousand Dollars (\$500,000) of computed cost.
- 3. Eight percent (8%) of the next One Million Dollars (\$1,000,000) of computed cost.
- 4. Seven percent (7%) of the next Four Million (\$4,000,000) of computed cost.
- 5. Six percent (6%) of the next Four Million (\$4,000,000) of computed cost.
- 6. Five percent (5%) of computed cost in excess of Ten Million Dollars (\$10,000,000).
- 7. Four percent (4%) on the cost of factory-built portables. (Building cost only, all other costs are included in calculation Items No. 1 through 6 above.

COMPUTED COST

The total awarded of the initial construction contract(s), plus the cost of approved additive or deductive contract change orders with the exception of items resulting from errors and omissions on the part of the architect.

CLASSROOM MODERNIZATION

NOT TO EXCEED

\$202,000.00

FIELD MODERNIZATION

NOT TO EXCEED

\$115,500.00

Laguna Beach Unified School District

27. ACTION February 12, 2019

Approval: Board Policies - First Read

Proposal

On February 6, 2019, the Board of Education held a special meeting to review and discuss the policies and bylaws listed below. The Superintendent recommends a first reading by the Board of Education of bylaws and policies recommended by the Board to move forward for addition, deletion, or revision. The Board may waive a second reading or require an additional reading if necessary. Board policies are brought forward for a first reading by the Board, as described in Board Bylaw 9310.

Bylaw Number	Description	Notes for Recommendation
9002	Public Participation at Meetings of the Board	Approve for deletion
9003	Disorderly Conduct During Any Meeting	Approve for deletion
9006	President, Clerk, and Secretary	Approve for deletion
9008	Designation of Secretary to Keep Minute Book of Closed Sessions	Approve for deletion
9009	Delegation of Board Authority	Approve for deletion
9100	Annual Organizational Meeting	First Read
9110	Terms of Office	First Read
9121	President	First Read
9122	Secretary	First Read
9123	Clerk	First Read
9124	Attorney	First Read
9223	Filling Vacancies	First Read
9230	Orientation	First Read
9240	Board Training	First Read
9250	Remuneration, Reimbursement, and Other Benefits	First Read
9270	Conflict of Interest	First Read
9322	Agenda/Meeting Materials	First Read
9324	Minutes and Recordings	First Read
9400	Board Self-Evaluation	First Read

Webber/Viloria P283

Policy Number	Description	Notes for Review/Recommendation (No action will be taken)
0460	LCAP	First Read
3350	Travel Expenses	First Read
4014	Reimbursement of Expenses for Employees	Approve for deletion
4008	Replaced by 4200 in 2016	Approve for deletion
4009	Replaced by AR 4112.6	Approve for deletion
4013	Replaced by 3514.1 in 9/2018	Approve for deletion
4400	Replaced by 4200 in 2016 and 4251	Approve for deletion
4401	Replaced by 4161/4261/4361 in 3/2018	Approve for deletion
4402	Replaced by 4161/4261/4361 in 3/2018	Approve for deletion
4406	Replaced by 4161/4261/4361 in 3/2018	Approve for deletion
4407	Replaced by 4215 in 3/2018	Approve for deletion
4408	Replaced by 4140/4240/4340 in 3/2018	Approve for deletion
4410	Replaced by 4161/4261/4361 in 3/2018	Approve for deletion

Recommended Action

Staff recommends the Board review, discuss, and amend policies as needed and move them forward for a second reading and approval. Staff also recommends the Board waive a second reading for all bylaws and policies submitted for deletion and approve as recommended at the Board bylaw/policy workshop on February 6, 2019.

Webber/Viloria P284

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Board Policy No. 9002: PUBLIC PARTICIPATION AT MEETINGS OF THE BOARD

1. The Board acknowledges that Education Code section 35145.5 authorizes members of the public to place matters directly related to business of the District on the agenda of open Board meetings, and authorizes members of the public to address the Board regarding any such items when they are considered by the Board at an open Board meeting.

Any member of the public who desires to place a matter on the agenda of an open Board meeting shall notify the Superintendent in writing at least seven (7) calendar days before any regular meeting. The written notification shall specify the matter and include any relevant background information. The Superintendent shall determine whether the specific matter is directly related to business of the District and is appropriate for an open Board meeting. Any decision by the Superintendent not to place a requested matter on the agenda may be appealed in writing to the Board.

A member of the public who wishes to address the Board on any such matter is limited to three minutes unless the time limit is waived by a majority vote of the Board. The Board by a majority vote may limit the total amount of time to be allowed on any matter.

2. The Board acknowledges that Government Code section 54954.3 requires that every agenda for regular meetings and every notice for special meetings shall provide an opportunity for members of the public to directly address the Board on items of interest to the public that are within the subject matter jurisdiction of the Board. At special meetings members of the public shall have the opportunity only to address action item(s) on the notice.

A member of the public who wishes to address the Board on any such item is limited to three minutes unless such time limit is waived by a majority vote of the Board. The Board by a majority vote may limit the total amount of time to be allowed on any item.

The Board president may rule on the appropriateness of a topic. If the topic would be more suitably addressed at a later time, the president may indicate the time and place when it should be presented.

- 3. The Board President or the chair of any Board meeting may terminate a presenter's address if a presenter persists, after a warning, not to engage in improper conduct or remarks.
- 4. No action or discussion shall be undertaken on any item not appearing on the posted agenda of a regular Board meeting, except that board members may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Government Code section 54954.3. In addition, Board members on their own initiative, or in response to questions posed by the public, may ask a question for clarification, provide a reference to the Superintendent or other resources for factual information, or request the Superintendent to report back to the Board at a subsequent meeting concerning any matter. Furthermore, the Board may take action to direct the Superintendent to place a matter of business on a future agenda.

Legal Reference:

Education Code section 35145.5 Government Code section 54954.3

Date Policy Adopted by the Board: October 26, 1999

Board Bylaw No. 9003: DISORDERLY CONDUCT DURING ANY BOARD MEETING

1. In the event of willful interruption by an individual or group so as to render the orderly conduct of any open meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the President, or in his/her absence the Clerk, may order the meeting room cleared and continue the session. Only matters appearing on the agenda may be considered in such a session. Representatives of the media, except those participating in the disturbance, shall be allowed to attend such session.

Legal Reference:

Government Code section 54957.9

Date Bylaw Adopted by the Board: October 26, 1999

PRESIDENT, CLERK, AND SECRETARY

BB 9006

Board Bylaws

- 1. The Board each year at its annual organizational meeting shall elect a President from among its members. The President shall preside at all meetings of the Board, and shall have the authority to sign necessary documents approved by the Board.
- 2. The Board each year at its annual organizational meeting also shall elect a Clerk who shall perform the duties of the President whenever the President is absent. If both the President and Clerk are absent, the remaining three Board members shall select a Board member to chair the meeting.
- 3. The President shall have all the rights of any member of the Board, including the right to move, second, discuss and vote on all questions before the Board.
- 4. The President, with the Superintendent or designee, establishes the Board's agenda.
- 5. The Board hereby designates the Superintendent to act as Secretary for the Board to perform all duties authorized by relevant law.
- 6. Each year after the annual organizational meeting the Secretary shall appropriately notify the County Clerk and the Secretary of State on the proper Roster of Public Agencies form as to the names and specific positions of all Board members.
- 7. When making appointments, the Board shall clearly specify, on a case-by-case basis, what authority and responsibilities are involved. Board representatives shall not grant district support or endorsement for any activity without prior Board approval.
- 8. If a committee discusses a topic on which the Board has taken a position, the Board member may express that position as a representative of the Board. When contributing individual ideas or opinions on other topics, he/she shall make it clear that he/she is speaking as an individual, not on behalf of the Board.

Legal Reference:

EDUCATION CODE

- 17593 Repair and supervision of property (duty of district clerk)
- 35022 President of the board
- 35038 Appointment of clerk by county superintendent of schools
- 35039 Dismissal of clerk
- 35121 Appointment of clerk in certain city and high school districts
- 35143 Annual organizational meetings; dates and notice
- 35250 Duty to keep certain records and reports
- 38113 Duty of clerk (re provision of school supplies)

GOVERNMENT CODE

54950-54963 Ralph M. Brown Act

Date Bylaw Adopted by the Board: October 26, 1999

Revised: March 24, 2015

Board Bylaw No. 9008:

DESIGNATION OF SECRETARY TO KEEP MINUTE BOOK OF CLOSED SESSIONS

1. The Board designates the Secretary for the Board to attend each closed session, unless excused by the Board, and to keep and enter into a confidential minute book a record of the subjects discussed in each closed session and a record of any decisions made in each closed session. The minutes of closed sessions shall be kept in a locked cabinet separate from minutes of open meetings.

Legal Reference: Education Code section 35163 Government Code section 54957.2

Date Bylaw Adopted by the Board: October 26, 1999

Board Bylaw No. 9009:	DELEGATION OF BOARD AUTHORITY
2	

1. The Board acknowledges under Education Code section 35161 that it may delegate to an officer or employee of the District any of the powers or duties delegated by law to the Board or the District.

Legal Reference:

Education Code section 35161

Date Bylaw Adopted by the Board: October 26, 1999

ANNUAL ORGANIZATIONAL MEETING

BB 9100

Board Bylaws

The Governing Board shall hold an annual organizational meeting within the time limits prescribed by law.

At this meeting the Board shall:

- 1. Elect a president and a clerk from its members.
- 2. Appoint a secretary to the Board.
- 3. Authorize signatures.
- 4. Develop a schedule of regular meetings for the year.
- 5. Develop a Board calendar for the year.
- 6. Designate Board representatives.

Election of Officers

The Board shall each year elect one of its members to be clerk. After serving one year as clerk, the elected member may serve one year as president of the Board. It is the intent of the Board that all board members will rotate through the sequence of clerk and president. The clerk may be seated next to the president. Newly elected board members will be seated next to sitting board members, according to the highest number of votes carned during the election.

Legal Reference:
EDUCATION
CODE
5017 Term of office
35143 Annual organizational meeting date, and notice
35145 Public meetings
GOVERNMENT CODE
54953 Meetings to be open and public; attendance

Date Bylaw adopted by the Board: August 28, 2012 Date Bylaw revised by the Board: January 27, 2015

TERMS OF OFFICE

BB 9110

Board Bylaws

The Governing Board shall consist of five members whose terms shall be staggered so that as nearly as practicable, one half of the members shall be elected in each even-numbered year year in which the Board's elections are regularly held.

Board member terms expire four years after their initial election. The term of office for Board members elected in regular elections shall be four years, commencing on the first second Friday in December following certification of their election.

Board members whose terms have expired shall continue to discharge the duties of office until their successors have qualified by taking the oath of office

Legal Reference:

EDUCATION CODE

5000-5033 Election of school district board members

35010 Control of district

35012 Board members; number, election and terms

35107 Eligibility

ELECTIONS CODE

1302 Local elections, school district election

10400-10418 Consolidation of elections

14050-14057 California Voter Participation Rights Act

GOVERNMENT CODE

1302 Continuance in office until qualification of successor

1303 Exercising functions of office without having qualified

1360 Necessity of taking constitutional oath

Date Board Bylaw Adopted: June 12, 2012

Revised:

PRESIDENT

BB 9121

Board Bylaws

The Governing Board shall elect a president from among its members to provide leadership on behalf of the governance team and the educational community it serves.

To ensure that Board meetings are conducted in an efficient, transparent, and orderly manner, the president shall:

- 1. Call such meetings of the Board as he/she may deem necessary, giving notice as required by law
- 2. Consult with the Superintendent or designee on the preparation of Board meeting agendas
- 3. Call the meeting to order at the appointed time and preside over the meeting
- 4. Announce the business to come before the Board in its proper order
- 5. Enforce the Board's bylaws related to the conduct of meetings and help ensure compliance with applicable requirements of the Brown Act
- 6. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference
- 7. Facilitate the Board's effective deliberation, ensuring that each Board member has an opportunity to participate in the deliberation and that the discussion remains focused
- 8. Rule on issues of parliamentary procedure and provide clarity on the effects of a motion if unclear to other members
- 9. Put motions to a vote, and clearly state the results of the vote

The president shall have the same rights as other members of the Board, including the right to discuss and vote on all matters before the Board.

The president shall perform other duties in accordance with law and Board policy including, but not limited to:

- 1. Signing all instruments, acts, orders, and resolutions necessary to comply with legal requirements and carry out the will of the Board
- 2. Working with the Superintendent or designee to ensure that Board members have necessary materials and information
- 3. Subject to Board approval, appointing and dissolving all committees
- 4. In conjunction with the Superintendent or designee, representing the district as the Board's spokesperson in communications with the media

5. Leading the Board's advocacy efforts to build support within the local community and at the state and national levels

The president shall may participate in the California School Boards Association's Board President's Workshop and other professional development opportunities to enhance their leadership skills and first time elected President or Vice-President may attend the California School Boards Association's Board President's Workshop.

When the president resigns or is absent, the clerk shall perform the president's duties. When both the president and clerk are absent, the Board shall choose a president pro tempore to perform the president's duties.

Legal Reference:
EDUCATION CODE
35022 President of the board
35143 Annual organizational meetings; dates and notice
GOVERNMENT CODE
54950-54963 Ralph M. Brown Act

Date Adopted by the Board:

(9/89 7/03) 7/17

SECRETARY

BB 9122

Board Bylaws

The Governing Board shall appoint the Superintendent to serve as secretary to the Board. The secretary to the Board shall be responsible for maintaining an accurate and complete record of all Board proceedings and shall:

- 1. Prepare, distribute and maintain the Board agenda
- 2. Record, distribute and maintain the Board minutes
- 3. Maintain Board records and documents
- 4. Conduct official correspondence for the Board
- 5. As directed by the Board, sign and execute official papers
- 6. Perform other duties as assigned by the Board

Legal Reference:
EDUCATION CODE
35025 Secretary and bookkeeper
35143 Annual organizational meetings; dates and notice
35250 Duty to keep certain records and reports
GOVERNMENT CODE
54950-54963 Ralph M. Brown Act

Date Adopted by the Board:

(7/84 9/89) 7/03

CLERK

BB 9123

Board Bylaws

The Governing Board shall elect a clerk from its own membership at the annual organizational meeting.

The duties of the clerk or designee shall be to:

- 1. Certify or attest to actions taken by the Board when required
- 2. Maintain such other records or reports at the District as required by law
- 3. Sign documents on behalf of the district as directed by the Board
- 4. Notify Board members and members-elect of the date and time for the annual organizational meeting
- 5. Perform any other duties assigned by the Board

Legal Reference:

EDUCATION CODE

17593 Repair and supervision of property (duty of district clerk)

35038 Appointment of clerk by county superintendent of schools

35039 Dismissal of clerk

35121 Appointment of clerk in certain city and high school districts

35143 Annual organizational meetings

35250 Duty to keep certain records and reports

38113 Duty of clerk (re provision of school supplies)

GOVERNMENT CODE

54950-54963 Ralph M. Brown Act

Date Adopted by the Board:

(9/88 7/03) 3/11

ATTORNEY

BB 9124

Board Bylaws

The Governing Board recognizes the complex legal environment in which districts operate and desires reliable, high-quality legal advice at reasonable rates. In order to meet the district's legal needs, the Board may contract with county counsel, attorneys in private practice, or appoint legal counsel as a district employee or independent contractor. The Board also supports pursuing collaborative legal efforts with other agencies and districts as appropriate.

Retaining Legal Counsel

The Board and Superintendent shall annually evaluate the performance of the firm and/or attorneys providing legal services in such areas as efficiency and adequacy of advice; results obtained for the district; reasonableness of fees; and responsiveness to and interactions with the Board, administration, and community. Upon a successful evaluation, the Board may renew the agreement with legal counsel.

The Board may also contract for temporary, specialized legal services without initiating an RFP when a majority of the Board determines that the unique demands of a particular issue or emergency situation so requires.

Contacting Legal Counsel

At their discretion, the Board president, Superintendent, or designee may confer with district legal counsel subject to any limits or parameters established by the Board. In addition, the Superintendent, designee, or Board president may contact district legal counsel to provide the Board with legal information or advice when so directed by a majority of the Board.

Individual Board members other than the Board president may not seek advice from district legal counsel on matters of district business unless so authorized by a majority of the Board.

Legal Reference:

EDUCATION CODE

35041 Administrative adviser

35041.5 Legal counsel

35161 Powers and duties of governing board

35200-35214 Liabilities, especially:

35204 Contract with attorney in private practice

35205 Contract for legal services

GOVERNMENT CODE

814-895.8 Liability of public entities and public employees
995-996.6 Defense of public employees
26520 Legal services to school districts
53060 Special services and advice

Date Adopted by the Board:

(6/91 12/92) 7/08

FILLING VACANCIES

BB 9223

Board Bylaws

Events Causing a Vacancy

A vacancy on the Governing Board may occur for any of the following events:

- 1. The death of an incumbent
- 2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of their office for the remainder of their term
- 3. A Board member's resignation

A vacancy resulting from resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. A Board member may not defer the effective date of their resignation for more than 60 days after they file the resignation with the County Superintendent. Upon being filed with the County Superintendent, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable.

- 4. A Board member's removal from office, including by recall
- 5. A Board member's ceasing to be a resident of the district
- 6. A Board member's absence from the state for more than 60 days, except in the following situations:
 - a. Upon district business with the approval of the Board
 - b. With the consent of the Board for an additional period not to exceed a total absence of 90 days
 - In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board.
 - c. For federal military deployment, not to exceed an absence of a total of six months, as a

member of the armed forces of the United States or the California National Guard

If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in their absence. If two or more members of the Board are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities. The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled election for that office, whichever occurs first.

- A Board member's ceasing to discharge the duties of their office for the period of three consecutive months, except when prevented by illness or illness of an immediate family member, or when absent from the state with the permission required by law
- 8. A Board member's conviction of a felony or any offense involving a violation of his/her official duties or conviction of a designated crime resulting in a forfeiture of office
- 9. A Board member's refusal or neglect to file their required oath or bond within the time prescribed
- 10. The decision of a competent tribunal declaring void a Board member's election or appointment
- 11. The making of an order vacating a Board member's office or declaring the office vacant when the Board member fails to furnish an additional or supplemental bond
- 12. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final
- 13. A "failure to elect" in which no candidate or an insufficient number of candidates have filed to run for a Board seat(s)

Timelines for Filling a Vacancy

When a vacancy occurs, the Board shall take the following action, as appropriate:

- 1. When a vacancy occurs within four months of the end of a Board member's term, the Board shall take no action.
- 2. When a vacancy occurs longer than four months before the end of a Board member's term, the Board shall, within 60 days of the date of the vacancy or the filing of the

- member's deferred resignation, either order an election or make a provisional appointment, unless a special election is mandated as described in item #3 below.
- 3. When a vacancy occurs from six months to 130 days before a regularly scheduled Board election at which the position is not scheduled to be filled, a special election to fill the position shall be consolidated with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the term of the position which he/she was elected to fill.

Eligibility

In order to be appointed or elected to fill a vacancy on the Board, a person must meet the eligibility requirements specified in Education Code 35107.

Provisional Appointments

Within 10 days after the appointment is made, the Board shall post notices of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The notice shall be published in the local newspaper pursuant to Government Code 6061 and posted in at least three public places within the district.

The notice shall contain:

- 1. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation
- 2. The full name of the appointee
- 3. The date of appointment
- 4. A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code 5091 is filed in the office of the County Superintendent within 30 days of the provisional appointment, it shall become an effective appointment

The person appointed shall hold office until the next regularly scheduled election for district Board members and shall be afforded all the powers and duties of a Board member upon appointment.

Appointment Due to Failure to Elect

When a vacancy occurs because no candidate or an insufficient number of candidates have been nominated (i.e., a failure to elect) and a district election will not be held, the Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the appointee shall be seated at the organizational meeting as if elected

at the district election.

When an appointment is being made because of a failure to elect, the district shall publish a notice once in a newspaper of general circulation published in the district, or if no such newspaper exists, in a newspaper having general circulation within the district. This notice shall state that the Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment.

The procedure for selecting and interviewing candidates shall be the same as the procedures for "Provisional Appointments," as specified above.

Legal Reference:

EDUCATION CODE

5000-5033 Elections

5090-5095 Vacancies

5200-5208 Districts governed by boards of education

5300-5304 Elections

5320-5329 Order and call of election

5340-5345 Consolidation of elections

5360-5363 Election notice

5420-5426 Cost of elections

5440-5442 Miscellaneous provisions, elections

35107 Eligibility of board members

35178 Resignation with deferred effective date

ELECTIONS CODE

10600-10604 School district elections

11381-11386 Candidates for recall

GOVERNMENT CODE

1064 Absence from state

1770 Vacancies: definition

3000-3003 Forfeiture of office

3060-3075 Removal other than by impeachment

6061 One time notice

Date approved by the Board:

April 8, 2014

LAGUNA BEACH UNIFIED SCHOOL DISTRICT ORIENTATION

BB 9230 Board Bylaws

Board Candidate Orientation

The Governing Board desires to provide Board candidates with an orientation that will enable them to understand the responsibilities and expectations of Board membership. The Superintendent or designee shall provide all candidates with general information about school programs, district operations, and Board responsibilities. They may also provide candidates with information about the election process, including, but not limited to, information about campaign conduct and ballot statement information.

The Board encourages all candidates to attend public Board meetings during the period of their candidacy. Candidates shall have the same access as members of the public to district staff and information.

The Board encourages all potential candidates to attend a pre-orientation meeting conducted by district staff. The Superintendent or designee shall provide all potential candidates with general information about school programs, district operations, and Board responsibilities.

New Board Member Orientation

The Board shall convene a meeting to provide an orientation and information to incoming Board members to assist them in understanding the Board's functions, policies, procedures, protocols, and agreed-upon standards of conduct. Incoming Board members shall receive the district's policy manual and other materials related to the district and Board member responsibilities.

Upon their election, incoming Board members shall be provided a copy of the Brown Act and informed that, pursuant to Government Code 54952.1, they must conform to the Act's requirements as if they had already assumed office.

The Superintendent may provide incoming Board members with additional background and information regarding the district's vision and goals, operations, and current challenges in areas that include, but are not limited to, student achievement, curriculum, finance, facilities, policy, human resources, and collective bargaining.

Incoming members are encouraged to attend Board meetings and review agenda materials available to the public in order to become familiar with current issues facing the district. Incoming members also may, at district expense and with approval of the Board, attend workshops and conferences relevant to their individual needs or to the needs of the Board as a whole or the district.

Legal Reference:

EDUCATION CODE

33360 Department of Education and statewide association of school district boards; annual workshops

33362-33363 Reimbursement of expenses; board member or member-elect

ELECTIONS CODE

13307 Candidate's statement

20440 Code of Fair Campaign Practices

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act, especially:

54952.1 Member of a legislative body

54952.7 Copies of Brown Act to board members

Date approved by the Board: April 8, 2014

BOARD TRAINING

BB 9240 Board Bylaws

The Governing Board believes that the Board's ability to effectively and responsibly govern the district is essential to promoting student achievement, building positive community relations, and protecting the public interest in district schools. Board members shall be provided sufficient opportunities for professional development that helps them understand their responsibilities, stay abreast of new developments in education, and develop boardsmanship skills.

The Board and/or the Superintendent or designee shall provide an orientation to newly elected or appointed Board members which includes comprehensive information regarding Board roles, policies, and procedures and the district's vision and goals, operations, and current challenges. Throughout their first term, Board members shall continue to participate in additional educational opportunities designed to assist them in understanding the principles of effective governance, including, but not limited to, information on school finance and budgets, student achievement and assessment, labor relations, community relations, program evaluation, open meeting laws (the Brown Act), conflict of interest laws, and other topics necessary to govern effectively and in compliance with law.

All Board members are encouraged to continuously participate in advanced training offered by the California School Boards Association in order to reinforce boardsmanship skills and build knowledge related to key education issues. Such activities may include online courses, webinars, webcasts, and in-person attendance at workshops and conferences. In addition, workshops and consultations may be held within the district on issues that involve the entire governance team.

Funds for board training shall be budgeted annually for the Board and each Board member. In selecting appropriate activities, the Board and/or individual Board members shall consider activities that are aligned with the district's vision and goals and the needs of the Board or individual member to obtain specific knowledge and skills. The Board shall annually develop a board training calendar in order to schedule and track board training activities and to schedule opportunities for Board members to report on the activities in which they participated.

Board members may attend a conference or similar public gathering with other Board members and/or with the Superintendent or designee in order to develop common knowledge and understanding of an issue or engage in team-building exercises. In such cases, a majority of the Board members shall not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the district's jurisdiction, so as not to violate the Brown Act open meeting laws pursuant to Government Code 54952.2.

Board members shall report to the Board, orally or in writing, on the board training activities they attend, for the purpose of sharing the acquired knowledge or skills with the full Board and enlarging the benefit of the activity to the Board and district.

Legal Reference: GOVERNMENT CODE 54950-54963 The Ralph M. Brown Act, especially: 54952.2 Meeting

Dated Adopted by the Board:

(12/87 6/94) 12/16

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

BB 9250

Board Bylaws

Remuneration

The Governing Board views Board service as a voluntary contribution to the community and elects not to receive the compensation to which it is entitled by law.

Reimbursement of Expenses

Board members shall be reimbursed for traveling expenses incurred when authorized in advance by the Board.

The rate of reimbursement shall be the same rate specified for district personnel.

Health and Welfare Benefits

Board members may participate in the health and welfare benefits program provided for district employees.

Health and welfare benefits for Board members shall be no greater than that received by district's nonsafety employees with the most generous schedule of benefits.

Board members may elect to participate in the district health and welfare benefits program to the same extent that the district provides for district staff in accordance with Government Code 53208.5.

Health and welfare benefits provided to Board members shall be extended at the same level to their spouses, dependent children under the age of 21, dependent children under the age of 256 who are full-time students at a college or university, and dependent children regardless of age who are physically or mentally incapacitated.

Legal Reference:

EDUCATION CODE

1090 Compensation for members and mileage allowance

33050-33053 General waiver authority

33362-33363 Reimbursement of expenses (Department of Education and CSBA workshops)

35012 Board members; number, election and term

35044 Payment of traveling expenses of representatives of board

35120 Compensation (services as member of governing board)

35172 Promotional activities

44038 Cash deposits for transportation purchased on credit

GOVERNMENT CODE

20322 Elective officers; election to become member

53200-53209 Group insurance

Date Bylaw Adopted By the Board: June 10, 2014

CONFLICT OF INTEREST

BB 9270

Board Bylaws

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. In accordance with law, Board members and designated employees shall disclose any conflict of interest and, as necessary, shall abstain from participating in the decision.

The Board shall adopt a resolution that specifies the terms of the district's conflict of interest code, the district's designated positions, and the disclosure categories required for each position.

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body.

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days.

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views.

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last statement and the date of leaving office or district employment.

Conflict of Interest under the Political Reform Act

A Board member or designated employee shall not make, participate in making, or in any way use or attempt to use their official position to influence a governmental decision in which he/she knows or has reason to know that they have a disqualifying conflict of interest. A conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect" on one or more of the Board member's or designated employee's "economic interests," unless the effect is indistinguishable from the effect on the public generally or the Board member's or designated employee's participation is legally required

A Board member or designated employee makes a governmental decision when, acting within the authority of their office or position, they vote on a matter, appoints a person, obligates or commits the district to any course of action, or enters into any contractual agreement on behalf of the district. A Board member who has a disqualifying conflict of interest on an agenda item that will be heard in an open meeting of the Board shall abstain from voting on the matter. They may remain on the dais, but their presence shall not be counted towards achieving a quorum for that matter. A Board member with a disqualifying conflict of interest shall not be present during a closed session meeting of the Board when the decision is considered and shall not obtain or review a recording or any other nonpublic information regarding the issue.

Additional Requirements for Boards that Manage Public Investments

A Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:

- 1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
- 2. Recuse themselves from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.
 - However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. They may listen to the public discussion of the matter with members of the public.
- 3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.
 - If the item is on the consent calendar, the Board member must recuse themselves from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.
- 4. If the Board's decision is made during closed session, disclose their interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that their recusal is because of a conflict of interest pursuant to Government Code 87100. They shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

Conflict of Interest under Government Code 1090

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest, the district is barred from entering into the contract.

A Board member shall not be considered to be financially interested in a contract if their interest is a "noninterest" as defined in Government Code 1091.5. One such noninterest is when a Board member's spouse/registered domestic partner has been a district employee for at least one year prior to the Board member's election or appointment.

A Board member shall not be considered to be financially interested in a contract if they have only a "remote interest" in the contract as specified in Government Code 1091 and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract.

Even if there is not a prohibited conflict of interest, a Board member shall abstain from voting on personnel matters that uniquely affect their relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which their relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree.

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with their official duties.

Rule of Necessity or Legally Required Participation

On a case-by-case basis and upon advice of legal counsel, a Board member with a financial interest in a contract may participate in the making of the contract if the rule of necessity or legally required participation applies pursuant to Government Code 87101 and 2 CCR 18708.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district.

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value.

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation except as described in Government Code 89506.

A gift of travel does not include travel provided by the district for Board members and designated employees.

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law.

The term honorarium does not include:

- 1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession unless the sole or predominant activity of the business, trade, or profession is making speeches.
- 2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes.

APPENDIX

Disclosure Categories

- 1. Category 1: A person designated Category 1 shall disclose:
 - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
- 2. Category 2: A person designated Category 2 shall disclose:
 - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
 - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is their entire school.

Designated Positions

Designated Position and Disclosure Category

Title	Category
Governing Board Members	1
Superintendent of Schools	1
Assistant Superintendents	1
Directors	2
Principals	2
Assistant Principals	2
Chief Technology Officer	2
School Psychologist	2

Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of

disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to:

- 1. Approve a rate, rule, or regulation
- 2. Adopt or enforce a law
- 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
- 4. Authorize the district to enter into, modify, or renew a contract that requires district approval
- 5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
- 6. Grant district approval to a plan, design, report, study, or similar item
- 7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code.

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices, especially:

35233 Prohibitions applicable to members of governing boards

41000-41003 Moneys received by school districts

FAMILY CODE

297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-91014 Political Reform Act of 1974, especially:

82011 Code reviewing body

87100-87103.6 General prohibitions

87200-87210 Disclosure

87300-87313 Conflict of interest code

87500 Statements of economic interests

89501-89503 Honoraria and gifts

91000-91014 Enforcement

Date Bylaw Adopted By the Board: June 10, 2014

Revised:

AGENDA/MEETING MATERIALS

BB 9322 Board Bylaws

Agenda Content

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

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

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

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

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

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

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

Agenda Preparation

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

A Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at

least one week two weeks before the scheduled meeting date. Items submitted less than two weeks a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

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

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

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

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

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

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

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

Agenda Dissemination to Board Members

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

When special meetings are called, the Superintendent or designee shall make every effort to distribute the agenda and supporting materials to Board members as soon as possible before the meeting. Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted.

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

Agenda Dissemination to Members of the Public

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

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

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

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

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

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

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

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

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

Legal Reference:

EDUCATION CODE

35144 Special meetings

35145 Public meetings

35145.5 Right of public to place matters on agenda

GOVERNMENT CODE

6250-6270 Public Records Act

53635.7 Separate item of business

54954.1 Mailed agenda of meeting

54954.2 Agenda posting requirements; board actions

54954.3 Opportunity for public to address legislative body

54954.5 Closed session item descriptions

54956.5 Emergency meetings

54957.5 Availability of public records

54960.2 Challenging board actions; cease and desist

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.160 Effective communications

36.303 Auxiliary aids and services

COURT DECISIONS

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

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

ATTORNEY GENERAL OPINIONS

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

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

Date Board Bylaw Adopted by Board: March 24, 2015

Revised:

(3/08 11/12) 12/18

MINUTES AND RECORDINGS

BB 9324

Board Bylaws

The Governing Board recognizes that maintaining accurate minutes of Board meetings provides a record of Board actions for use by district staff and the public. Accurate minutes also help foster public trust that Board actions are occurring in public in accordance with law.

The secretary of the Board shall keep minutes and record all official Board actions. The Board's minutes shall be public records and shall be made available to the public upon request.

The Superintendent or designee shall distribute a copy of the "unapproved" minutes of the previous meeting(s) with the agenda for the next regular meeting. At the next meeting, the Board shall approve the minutes as circulated or with necessary amendments.

In order to ensure that the minutes are focused on Board action, the minutes shall include only a brief summary of the Board's discussion but shall not include a verbatim record of the Board's discussion on each agenda topic or the names of Board members who made specific points during the discussion.

The minutes shall include the specific language of each motion, the names of members who made and seconded the motion, and the individual votes of each member, unless the action was unanimous. When a roll call vote is taken, the names and votes of each member shall be listed. Motions or resolutions shall be recorded as having passed or failed. All Board resolutions shall be numbered consecutively from the beginning of each fiscal year.

The minutes shall reflect the names of those individuals who comment during the meeting's public comment period as well as the topics they address.

The minutes shall record which members are present and whether a member is not present for part of the meeting due to late arrival and/or early departure.

Official Board minutes and recordings shall be stored in a secure location and shall be retained in accordance with law.

Any minutes or recordings kept for Board meetings held in closed session shall be kept separately from the minutes or recordings of regular and special meetings. Minutes or recordings of closed sessions are not public records.

Recording or Broadcasting of Meetings

The district may tape, film, or broadcast any open Board meeting. The Board president shall announce that a recording or broadcasting is being made at the beginning of the meeting and, as practicable, the recorder or camera shall be placed in plain view of meeting participants.

Any district recording may be erased or destroyed 30 days after the meeting. Recordings made during a meeting are public records and, upon request, shall be made available for inspection by members of the public on a district recorder without charge.

Legal Reference:

EDUCATION CODE

35145 Public meetings

35163 Official actions, minutes and journals

35164 Vote requirements

GOVERNMENT CODE

54952.2 Meeting defined

54953.5 Audio or video recording of proceedings

54953.6 Broadcasting of proceedings

54957.2 Closed sessions; clerk; minute book

54960 Violations and remedies

Date Board Bylaw Adopted by Board: March 24, 2015

LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP)

BP 0460

Philosophy, Goals, Objectives and Comprehensive Plans

The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A community-based, comprehensive, data-driven planning process shall be used to identify annual goals and specific actions and to facilitate continuous improvement of district practices.

The Board shall adopt a districtwide local control and accountability plan (LCAP), following the template provided in 5 CCR 15497.5, based on the template adopted by the State Board of Education that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and subsequent two fiscal years

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" and other underperforming students or are part of any numerically significant student subgroup that is at risk of or is underperforming.

Unduplicated students include students who are eligible for free or reduced-price meals, English learners, and foster youth and are counted only once for purposes of the local control funding formula.

Numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students, or as otherwise defined by the Superintendent of Public Instruction (SPI).

The Superintendent or designee shall review the Single Plan for Student Achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA.

The LCAP shall also be aligned with other district and school plans to the extent possible in order to minimize duplication of effort and provide clear direction for program implementation.

As part of the LCAP adoption and annual update to the LCAP, the Board shall separately adopt an LCFF budget overview for parents/guardians, based on the template developed by the SBE, which includes specified information relating to the district's budget. The budget overview shall be adopted, reviewed, and approved in the same manner as the LCAP and the annual update.

Any complaint that the District has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures.

Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the numbers of students in various student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The District shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students.

Public Review and Input

The District shall establish a parent advisory committee to review and comment on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include at least one parent/guardian of an unduplicated student as defined above.

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the district shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners.

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s).

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985.

As part of the parent and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English.

The Superintendent or designee shall consult with the administrator(s) of the special education local plan area of which the district is a member to ensure that specific actions for students with disabilities are included in the LCAP and are consistent with strategies included in the annual assurances support plan for the education of students with disabilities.

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in

the LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget.

Adoption of the Plan

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing.

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting.

Submission of Plan to County Superintendent of Schools

Not later than five days after adoption of the LCAP, the district budget, and the budget overview for parents/guardians, the Board shall file the LCAP, the budget, and the budget overview with the County Superintendent of Schools.

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations.

If the County Superintendent does not approve the district's LCAP, the Board shall accept technical assistance from the County Superintendent focused on revising the plan so that it can be approved.

Monitoring Progress

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by them and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation shall include, but not be limited to, an assessment of district and school performance on the California School Dashboard. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

Technical Assistance/Intervention

When it is in the best interest of the district, the Board may submit a request to the County Superintendent for technical assistance, including, but not limited to:

1. Assistance in the identification of district strengths and weaknesses in regard to state priorities and review which includes the review of performance data on the state and local indicators included in the Dashboard and other relevant local data, and in identifying of effective, evidence-based programs or practices that address any areas of weakness. that apply to the district's goals

- 2. Assistance from an academic, programmatic, or fiscal expert, team of academic experts, or another district in the county in identifying and implementing effective programs and practices that are designed to improve the outcomes for student subgroups performance in any identified areas of weakness. The district may engage other service providers, including, but not limited to, other school districts, county offices of education, or charter schools, to provide such assistance.
- 3. Advice and assistance from the California Collaborative for Educational Excellence established pursuant to Education Code 52074

In the event that the County Superintendent requires the district to receive technical assistance based on one or more numerically significant student subgroups meeting the criteria established pursuant Education Code 52064.5, the Board shall work with the County Superintendent, or another service provider at district expense, and shall provide the County Superintendent timely documentation of the district's completion of the activities listed in items #1-2 above or substantially similar activities. pursuant to Education Code 52071, the Board shall review all recommendations received from the County Superintendent or other advisor and shall consider revisions to the LCAP as appropriate in accordance with the process specified in Education Code 52062.

If referred to the California Collaborative for Educational Excellence by either the County Superintendent or the Superintendent of Public Instruction (SPI), the district shall implement the recommendations of that agency in order to accomplish the goals set forth in the district's LCAP.

If the Superintendent of Public Instruction (SPI) identifies the district as needing intervention pursuant to Education Code 52072, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following:

- 1. Revision of the district's LCAP
- 2. Revision of the district's budget in accordance with changes in the LCAP
- 3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement

Legal Reference:

EDUCATION CODE

305-306 English language education

17002 State School Building Lease-Purchase Law, including definition of good repair

33430-33436 Learning Communities for School Success Program; grants for LCAP

implementation

41020 Audits

41320-41322 Emergency apportionments

42127 Public hearing on budget adoption

42238.01-42238.07 Local control funding formula

44258.9 County superintendent review of teacher assignment

48985 Parental notices in languages other than English

51210 Course of study for grades 1-6

51220 Course of study for grades 7-12

52052 Numerically significant student subgroups

52059.5 Statewide system of support

52060-52077 Local control and accountability plan

52302 Regional occupational centers and programs

52372.5 Linked learning pilot program

54692 Partnership academies

60119 Sufficiency of textbooks and instructional materials; hearing and resolution

60605.8 California Assessment of Academic Achievement; Academic Content Standards Commission

60811.3 Assessment of language development

64001 Single plan for student achievement

99300-99301 Early Assessment Program

WELFARE AND INSTITUTIONS CODE

300 Dependent child of the court

CODE OF REGULATIONS, TITLE 5

15494-15497 Local control and accountability plan and spending requirements

UNITED STATES CODE, TITLE 20

6312 Local educational agency plan

6826 Title III funds, local plans

Dated Adopted by the Board: August 25, 2015
Revised: September 25, 2018

Revised:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

TRAVEL EXPENSES

BP 3350

Business and Noninstructional Operations

The Governing Board recognizes that district employees may incur expenses in the course of performing their assigned duties and responsibilities. To ensure the prudent use of public funds, the Superintendent or designee shall establish rules to keep such expenses to a minimum while affording employees a reasonable level of safety and convenience.

The Board superintendent shall authorize payment for actual and necessary travel expenses incurred by any employee performing authorized services for the district, whether within or outside district boundaries. The superintendent's travel expenses shall be authorized by the Board.

The Superintendent or designee shall establish procedures for the approval of travel requests and the submission and verification of expense claims. They also shall establish reimbursement rates in accordance with law and Board policy.

An employee shall obtain approval from the Superintendent or designee prior to traveling. The Superintendent or designee must verify that travel requests are in accordance with the adopted budget and upon determining that the travel is authorized or assigned by the employee's supervisor, is necessary to attend a conference or other staff development opportunity that will enhance employee performance, and/or is otherwise necessary to the performance of the employee's duties. Travel expenses not previously budgeted may be approved on a case-by-case basis by the Superintendent or designee if they determine that the travel is essential and that resources may be obtained or redirected for this purpose.

Reimbursable travel expenses may include, but are not limited to, costs of transportation, parking fees, bridge or road tolls, lodging when district business reasonably requires an overnight stay, registration fees for seminars and conferences, telephone and other communication expenses incurred on district business, and other necessary incidental expenses.

The district shall not reimburse personal travel expenses including, but not limited to, alcohol, entertainment, laundry, expenses of any family member who is accompanying the employee on district-related business, personal use of an automobile, and personal losses or traffic violation fees incurred while on district business.

Except as otherwise provided, reimbursement of travel expenses shall be based on actual expenses as documented by receipts.

Authorized employees shall be reimbursed for the use of their own private vehicles in the performance of assigned duties, on either a mileage or monthly basis as determined by the

Superintendent or designee.

The mileage allowance provided by the district for employees' use of their private vehicles shall be equal to the rate established by the Internal Revenue Service.

Vehicles should be shared whenever possible to minimize travel costs. No employee shall be entitled to reimbursement for automobile travel when they are transported free of charge or by another employee who is entitled to the expense reimbursement.

Meal costs shall be reimbursed based on documented actual expenses within the maximum amounts established by the Superintendent or designee and based on the time of day that travel for district business begins and ends.

Any expense that exceeds the maximum rate of reimbursement established by the district shall be reimbursed only with the approval of the Superintendent or designee.

All expense reimbursement claims shall be submitted on a district form, within 1 month following return from travel when possible. The form shall be accompanied by receipts and any explanation necessary to document that the expenses meet district criteria for reimbursement.

The Superintendent or designee shall approve expense claims only upon verifying that all necessary documentation is provided and that all expenses are appropriate and related to district business. If an expense claim is disallowed due to lack of documentation or inappropriate expenses, the employee may be personally responsible for any improper costs incurred.

When approved by the Superintendent or designee, an employee may be issued a district credit card for use while on authorized district business. Receipts documenting the expenses incurred on a district credit card shall be submitted promptly following return from travel. Under no circumstances shall personal expenses be charged on a district credit card, even if the employee intends to subsequently reimburse the district for the personal charges.

When necessary, the Superintendent or designee may approve a cash advance, not to exceed the estimated out-of-pocket reimbursable expenses, to an employee authorized to travel on district business. Within 1 month following return from travel, the employee shall submit a final accounting with all necessary supporting documentation. They shall refund to the district any amount of cash advance exceeding the actual approved reimbursable expenses.

Legal Reference:
EDUCATION CODE
42634 Itemization of expenses
44016 Travel expense to employment interview
44032 Travel expenses
44033 Automobile allowance

44802 Student teacher's travel expense

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

I. **Board Policies Covering All Employees**

Board Policy No. 4014: REIMBURSEMENT OF EXPENSES FOR EMPLOYEE

- Α The Superintendent shall develop and implement guidelines, including maximum amounts for reimbursement of actual and necessary expenses incurred in the course of performing required services for the District, whether within or outside the District.
- В The Superintendent may authorize an advance of funds for the payment of an employee's actual and necessary expenses as long as the employee files a proper and timely written claim.
- C The Superintendent may authorize the payment of an employee's actual and necessary expenses as long as the employee files a proper and timely written claim and there are sufficient funds budgeted for such purposes.

Legal Reference: Education Code sections 44032, 35161

Date Policy Adopted By The Board: July 23, 2001

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

T.

Board Policies Covering All Employees

Board Policy No. 4008: JOB DESCRIPTIONS

- A. The Superintendent shall exercise control and authority over the preparation, review or revision of job descriptions for all employees. Each job description shall contain at a minimum the following information:
 - 1. Job title
 - 2. List of specific and essential duties
 - 3. List of minimum qualifications

The Board retains the authority to take action on all job descriptions including any revisions.

- B. Each employee shall be required to perform all listed duties and responsibilities contained in applicable Board Policies, the applicable job description and applicable law.
- C. Each employee shall follow all reasonable directives from the immediate supervisor, the Superintendent and the Board.

Legal Reference:

Education Code sections 35010, 35020, 35160, 35160.1, 35161

Date Policy Adopted By The Board: July 23, 2001

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

I. **Board Policies Covering All Employees**

Board Policy No. 4009: PERSONNEL FILES

- A. The District shall maintain personnel files of employees at its discretion.
- B. Materials in the personnel files of an employee which may serve as a basis for affecting the status of the employee's employment are to be made available for the inspection of the employee. However, an employee may not inspect ratings, reports, or records which: 1) were obtained prior to the employment of the employee, 2) were prepared by identifiable examination committee members, or 3) were obtained in connection with a promotional examination. Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.
- C. Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. Such notice shall allow ten (10) calendar days for review and comment. An employee shall have the right to enter comments and have them attached to any such derogatory information. Review of any derogatory information may take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
 - Paragraph C does not apply to information listed in the three numbered phrases in paragraph B immediately above. An employee may not inspect ratings, reports, or records which: 1) were obtained prior to the employment of the employee, 2) were prepared by identifiable examination committee members, or 3) were obtained in connection with a promotional examination.
- D. If an employee disagrees with materials or the contents of materials to be placed in the employee's personnel files, the employee may prepare a written statement within ten (10) days of knowledge of the materials which will be attached to the materials in the personnel file.

Legal Reference: Education Code section 44031

Date Policy Adopted By The Board: July 23, 2001

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

I.

Board Policies Covering All Employees

Board Policy No. 4013: <u>HAZARDOUS MATERIALS</u>

A. The Superintendent is directed to develop and implement a Hazard Communication Program to enhance employees' health and safety which is consistent with applicable law.

Legal Reference: Labor Code section 6328, Title 8, California Code of Regulations section 340

Date Policy Adopted By The Board: October 8, 2002

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

V.

Board Policies Covering All Unrepresented Classified Employees

Board Policy No. 4400: HOURS OF EMPLOYMENT AND OVERTIME

A. Workweek: The workweek for full-time classified employees shall consist of five (5) consecutive days, Monday through Friday, or eight (8) hours per day and forty (40) hours per week. This Policy shall not restrict the extension of the regular workday or workweek on an over-time basis when such is necessary to carry on the business of the District.

The Board may establish a 10-hour-per-day, 40-hour, four-consecutive-day workweek for classified employees pursuant to Education Code section 45132 and any other applicable law, or any other different schedule as authorized by law, such as a nine-hour-per-day, 80-hour-per-two-week schedule authorized by Education Code section 45133.

- B. Workday: The length of the workday shall be designated by the District for each classified position at the time of employment. Each employee shall be assigned a fixed, regular, and ascertainable minimum number of hours. The District may change the times of an employee's assignment within its discretion.
- C. <u>Changes In Hours Of Employment</u>: The District may change within its discretion the work year, the workweek or the workday for classified employees.
- D. <u>Adjustment Of Assigned Time</u>: Any classified employee who works an average of thirty (30) minutes or more per day in excess of their regular part-time assignment for a period of twenty (20) consecutive working days or more shall have the regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.
- E. <u>Lunch Periods</u>: Employees shall be entitled to an uninterrupted lunch period after the employee has been on duty for six (6) hours. The length of time for such lunch period shall be for a period of one (1) or one-half (½) hour and shall be scheduled for full-time employees at or about midpoint of each work shift.

F. Rest Periods:

- 1. Employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof.
- 2. Specified periods may be designated when the operations of the District require someone to be present at the employee's work site at all times or when the District determines it is necessary for the efficient operation of the District. Such times shall be determined by supervisors after consultation with the employees involved.
- Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employees.

- G. <u>Voting Time Off</u>: If an employee's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without loss of pay.
- H. Overtime: Overtime must have prior written approval from the employee's supervisor. All overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time leading to the maximum eight (8) hours in any day or on any one shift or in excess of the forty (40) hour week.

I. <u>Compensatory Time Off</u>:

- 1. Subject to limitations under the federal Fair Labor Standards Act, an employee, with District approval, shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work. Such election shall be submitted in writing to the immediate supervisor within the pay period earned. Compensatory time off shall be granted at the appropriate rate of overtime.
- 2. Subject to limitations under the federal Fair Labor Standards Act, compensatory time shall be taken at a time mutually acceptable to the employee and the District within twelve (12) months of the date on which it was earned. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's rate of pay at the time it was earned.
- 3. As long as the federal Fair Labor Standards Act or similar statute is applicable to the District, an employee, with District approval, may take compensatory time off in lieu of cash for overtime work, but an employee may accrue no more than 240 hours and must take compensatory time off within twelve months of the time of the overtime work.
- J. <u>Minimum Call-In Time</u>: Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of one (1) hour pay at the appropriate rate of pay.
- K. <u>Call Back Time</u>: Any employee called back to work after completion of the regular assignment shall be compensated for at least one (1) hour of work at the overtime rate, irrespective of the actual time spent.

L. Absence From Work:

1. <u>Tardiness</u>

a. In addition to pay being docked for tardiness, an employee is subject to discipline for unexcused irregularities discovered in time cards. No employee may be terminated for tardiness unless there is an excessive number of unexcused tardies.

- b. An employee who has provided a written excuse which appears questionable shall be provided the opportunity to meet and discuss the circumstances with the supervisor.
- 2. An employee who is absent from work for any reason shall complete a District Absence Form, indicating the type of absence.
- 3. Employees are expected to cease work at the end of their regularly scheduled work period. Overtime or compensatory time will be granted only upon written approval by the supervisor.
- 4. Employees may be excused from work during assigned work time only upon approval of the Superintendent or the Principal.
- M. <u>Application Of Fair Labor Standards Act</u>: The District may take any action necessary to ensure compliance with the federal FLSA.
- N. **Exempt From Overtime**: The following supervisory or administrative classified positions are exempt from overtime pursuant to Education Code section 45130:

Legal Reference:

Education Code sections 45109, 45113, 45127, 45128, 45129, 45130, 45131, 45132

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

V.

Board Policies Covering All Unrepresented Classified Employees

Board Policy No. 4401: HOLIDAYS

A. Classified employees on the management team shall be granted the following holidays with pay to be scheduled each year by the District provided they are in paid status during a portion of the working day immediately preceding or succeeding the holiday:

New Year's Day
Martin Luther King, Jr.'s Day
Lincoln's Day
Admission Day In Lieu Of
Washington's Day
Spring Vacation Day
Memorial Day
Floating Holiday
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day

- B. Classified employees also shall be granted pursuant to applicable and current law additional holidays. To be eligible for any such additional holidays, classified employees must be in paid status during a portion of the working day immediately preceding or succeeding the holiday.
- C. Pursuant to applicable and current law, classified employees also shall receive regular pay whether or not they are required to report for work on school days which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay. To be eligible for any such additional paid day, classified employees must be in paid status during a portion of the working day immediately preceding or succeeding the paid day.

Legal Reference:

Education Code sections 45203, 45204, 45205, 45206, 45206.5

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

 \mathbf{V}_{\bullet}

Board Policies Covering All Unrepresented Classified Employees

Board Policy No. 4402: VACATION PLAN

- A. <u>Eligibility</u>: Full-time classified employees assigned on a twelve month basis, after serving a minimum period of six months, are entitled to paid vacation pursuant to this policy. Earned vacation will be granted only after the completion of the initial six (6) months of employment.
- B. <u>Paid Vacation</u>: Employees shall receive a monthly rate of vacation, according to years of service, for each month they are in a paid status for more than one-half of the working days of the month. The employee's anniversary date shall be the basis for the computation of earned vacation for longevity in service.

C. Vacation Schedule For 12 Month Employees:

12 working days with pay: 0 to 4 years of experience

15 working days with pay: 5-9 years of experience

18 working days with pay: 10-14 years of experience

19 days of vacation with pay: 15+ years of experience

Vacation Schedule For Less Than 12 Month Employees:

Employees who work less than 12 months shall receive <u>paid</u> vacation prorated on the basis of the length of their regularly assigned work year.

D. Vacation Pay

Pay for vacation days for classified employees shall be the same as that which the employee would have received had they been in a working status.

E. Vacation Pay Upon Termination

An employee terminating for any reason, after six (6) months of service, shall be paid for any unused vacation earned. The termination date will be the employee's last day of service, and any unused vacation to be paid will be computed to that date.

F. Vacation Postponement:

1. If an employee's vacation becomes due during a period when they are on leave due to illness or injury, they may request that their vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have their vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry-over vacation to the following year.

- 2. If for any reason a classified employee is not permitted to take all or any part of their annual vacation the amount not taken shall be accumulated for use in the following year.
- G. <u>Limit On Accrual of Vacation</u>: An employee is entitled to earn or accrue no more than forty (40) vacation days.
- H. **Holidays**: When a paid holiday falls during the scheduled vacation of an employee, such paid holiday shall not be counted as a vacation day.
- I. <u>Vacation Scheduling</u>: Vacations shall be scheduled by the District at times requested by employees consistent with the best interests of the District and within the District's work requirements.
- J. <u>Interruption Of Vacation</u>: A classified employee shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the employee supplies prior written notice and supporting information regarding the basis for such interruption or termination.

Legal Reference: Education Code sections 45197, 45200

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

V.

Board Policies Covering All Unrepresented Classified Employees

Board Policy No. 4406: LEAVES OF ABSENCE

- A. The leaves herein are granted in compliance with the minimum requirements of the Education Code. Unless the number of days of leave set forth in this Policy is greater than the minimums set forth in the Education Code, only the minimums in the Education Code are granted.
- B. The leaves included under paragraph D are leaves that must be granted by the District as long as all express conditions are satisfied. The leaves under paragraph E are leaves that may be granted within the sole discretion of the District.
- C. Only the Superintendent has the authority of the District to approve verifications of leaves or make final decisions on leaves. The Superintendent may prepare and distribute leave forms as long as those forms do not violate the paragraphs of this Policy. The Superintendent may adopt verification procedures to implement the paragraphs of this Policy as long as those verification procedures do not violate the paragraphs of this Policy.
- D. Sick Leave (Education Code section 45191)
 - a) Every classified employee on a full-time basis shall be entitled to twelve (12) days leave of absence for illness or injury. A classified employee employed for a full workweek, but less than a full fiscal year, is entitled to that proportion of 12 days as the number of months he/she is employed bears to twelve (12).
 - b) Sick leave for a part-time or regular hourly employee shall be on the basis of his/her daily hours prorated one (1) day per month of service.
 - c) Credit for illness and injury need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days or the proportionate number to which he/she may be entitled, until the first day of the calendar months after completion of six (6) months of service with the District.
 - d) If the employee does not utilize the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year so long as he/she remains in the employment of the District.
 - e) Employees shall be required to present a licensed California Physician's or Christian Science Practitioner's certificate verifying the personal illness or injury after five (5) consecutive working days of absence, or sooner if so determined by the Superintendent.

- 2. Extended Sick Leave (Education Code section 45196)
 - a) When an employee is absent from his/her duties on account of illness or an due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence.
 - b) The extended leave provisions pertain to each illness or accident of the employee and shall commence on the first day of absence from his/her duties.
 - c) The extended leave provision applies to whether the accident or illness occurred on or off the job, except that if the accident or illness was suffered as a result of the job entitlement shall commence after the sixty (60) working days paid leave provided in provision 4.
 - d) All other leave benefits will be exhausted before the sum paid a substitute is deducted from an employee's wages.
- 3. Pregnancy Leave (Education Code section 45193)
 - a) Employees are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above.
 - b) The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the District may require a verification of the extent of disability through consultation with the employee's physician or through a physical examination of the employee by a physician appointed by the District.
 - c) The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician; however, the District may require a verification of the extent of disability through consultation with the employee's physician or through a physical examination of the employee by a physician appointed by the District as to the employee's ability to return to normal duty.
 - d) The employee on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commences.
- 4. Industrial Accident And Illness Leave (Education Code section 45192)
 - a) An employee shall be eligible for industrial accident and illness leave for personal illness or injury which has qualified for workers' compensation under the provisions of the State Compensation Insurance Fund.

- An employee who has sustained a job-related injury or illness shall report the same to his/her immediate supervisor on the appropriate District form within twenty-four (24) hours of the injury or illness. To qualify for industrial accident or illness leave, an employee shall be examined and treated, if necessary, by a physician designated by the District or the District's industrial accident insurance carrier. Whoever may be designated to treat the employee, if necessary, the District retains the right to have the employee thereafter examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability or illness is attributable to the injury and job.
- c) Industrial accident or illness leave shall be subject to the following limitations:
 - (1) Such leave shall not exceed sixty (60) days during which schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident or illness.
 - (2) Such leave shall not be accumulated from year to year.
 - Such leave shall commence on the first day of authorized absence and shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
 - (4) When such leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same injury or illness.
 - (5) For any days of absence from duty as a result of the same industrial accident or illness, the employee shall endorse to the District any temporary disability indemnity checks received by him/her which could make the total compensation from both the District and such disability indemnity exceed 100% of the amount the employee would have received as salary had there been no industrial accident or illness. If the employee fails to endorse to the District any temporary disability indemnity checks received on account of the industrial accident or illness as provided herein, the District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid to and retained by the employee.
 - (6) Upon conclusion of such leave, an employee may utilize any available personal illness or injury leave providing that any personal illness or injury leave utilization, when combined with any temporary disability indemnity shall not exceed 100% of the amount the employee would have received as salary had there been no industrial accident or illness.
 - (7) Any employee receiving benefits for such leave shall, during the period of injury or illness, remain within the State of California unless the District previously authorized travel outside the State.

- d) Any employee shall be permitted to return to service following an industrial accident or illness only upon presentation of a release from the authorized worker's compensation physician certifying the employee's ability to return to his/her position without restrictions or detriment to the employee's physical and emotional well-being, and the health and safety of others.
- e) When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she shall be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the 39-month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed for cause.
- 5. Personal Necessity Leave (Education Code section 45207)
 - a) An employee may use no more than seven (7) days of accumulated sick leave per school year in case of personal necessity.
 - b) For purposes of this provision, "personal necessity" is defined as:
 - Death or serious illness of a member of the employee's immediate family;
 - Accident involving his person or property, or the person or property of a member of his immediate family;
 - Religious observance.
 - Attendance at birth of child during regular workday; or
 - An emergency requiring prompt response, which response cannot reasonably be made by anyone other than the employee and cannot be made at any time other than during the employee's working hours.
 - c) For purposes of this provision, "personal necessity" shall not include:
 - Pursuit of business, financial, or economic interests of the employee;
 - Vacation or other recreational pursuits; or
 - Social events

d) Effective January 1, 2000, pursuant to Labor Code section 233, an employee may use no more than six (6) days in any calendar year of accumulated sick leave to attend to the illness of a child, parent, or spouse of the employee. All conditions and restrictions for use of sick leave by the employee shall apply.

6. Bereavement Leave (Education Code section 45194)

- a) An employee shall be eligible for a minimum of three (3) days bereavement leave of absence, or five (5) days leave of absence if out-of-state travel is required, without loss of salary on account of the death of any member of his/her immediate family.
- b) For the purpose of this Policy, an immediate family shall be limited to the mother, father, mother-in-law, father-in-law, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.
- 7. Jury Duty Leave (Education Code section 44036 and 44037)

Employees shall be eligible for leave of absence when regularly called for jury duty in the manner provided for by law subject to the following provisions:

- a) Subject to the provisions below, the employee, while serving on jury duty, shall receive his/her regular earnings from the District and shall transmit to the District all fees, exclusive of mileage received from jury service.
- As a matter of general policy, the District does not normally encourage employees to seek exemption from or postponement of jury duty; the District will cooperate with the employee in any appropriate manner. Employees, who would otherwise be ineligible for paid leave under these provisions, who are denied an exemption or postponement after a good-faith application for same, shall be eligible for paid leave for a period not to exceed the normal tour of jury service for the particular judicial jurisdiction.
- c) An employee on jury leave for one semester or less shall be entitled to return to the same assignment held at the time such leave commenced, unless such assignment had been discontinued, in which case the employee shall be entitled to a comparable position. An employee on jury leave for more than one semester shall be entitled to return to an assignment comparable to the assignment held at the time such leave commenced. In any case, the assignment of the employee upon return to work shall be comparable to that held at the time jury leave began.
- d) No more than one classified employee or two (2) percent of the classified staff, whichever is greater, shall be granted jury duty leave with pay at any one time.

- 8. Additional Leave For Nonindustrial Accident Or Illness; Reemployment Preference (Education Code section 45195)
 - a) A permanent employee of the classified service who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of nonindustrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six months. The Board may renew the leave of absence, paid or unpaid, for two additional six-month periods or such lesser leave periods that it may provide but not to exceed a total of 18 months.
 - An employee, upon ability to resume the duties of a position within the class to which he was assigned, may do so at any time during the leaves of absence granted under this Policy and time lost shall not be considered a break in service. He shall be restored to a position within the class to which he was assigned and, if at all possible, to his position with all the rights, benefits and burdens of a permanent employee.
 - c) If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his position, he shall be placed on a reemployment list for a period of 39 months.
 - d) At any time, during the prescribed 39 months, the employee is able to assume the duties of his position he shall be reemployed in the first vacancy in the classification of his previous assignment. His reemployment will take preference over all other applicants except for those laid off for lack of work or funds in which case he shall be ranked according to his proper seniority. Upon resumption of his duties, the break in service will be disregarded and he shall be fully restored as a permanent employee.
- E. The District may grant, within its sole discretion and pursuant to any of its Policies, leaves of absence for the following reasons:
 - 1. Special Leave

A special leave of absence with or without pay may be granted by the Board upon the recommendation of the Superintendent.

Legal Reference:

Education Code sections 45190, 45191, 45196, 45192, 45193, 45207, 45194, 44036, 44037, 45195 Labor Code section 233

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

V.

Board Policies Covering All Unrepresented Classified Employees

Board Policy No. 4407: EVALUATION PROCEDURE

- A. The District retains sole responsibility for the evaluation and assessment of the job performance of each employee, and except as required by law, the implementation and administration of the procedures for such evaluation and assessment is solely within the discretion of the District.\
- B. The Superintendent shall establish appropriate evaluation forms and procedures so that classified employees may be evaluated. Evaluation forms shall be placed in the personnel files of classified employees.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

V.

Board Policies Covering All Unrepresented Classified Employees

Board Policy No. 4408

GRIEVANCE PROCEDURE

A. Definitions.

- 1. A "grievance" is a formal written allegation by an employee who has been adversely affected by a violation of the specific Policies concerning his/her working conditions. Actions to challenge or change the Policies of the District as set forth in other Policies must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law or by rules of the employer are not within the scope of this procedure.
- 2. A "grievant" is an employee.
- 3. A "day" is a day in which the administrative office of the District is open.

B. Informal Level.

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the Superintendent.

C. Formal Levels.

Step 1

Within twenty (20) days after the occurrence of the act or omission, or within twenty (20) days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance, the grievant must present such grievance in writing.

This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, under B above, and the specific remedy sought.

The Superintendent shall communicate a decision to the employee in writing within fifteen (15) days after receiving the grievance. If the Superintendent does not respond within the time limits, the grievant may appeal to the next step.

Within the above time limits, either party may request a personal conference with the other party.

Step 2

In the event that the grievant is not satisfied with the decision at Step 1, he/she may request to the Board that the grievance be submitted to the Board. Such request must be in writing, filed within ten (10) days with the Board President

The Board may or may not schedule a conference. The decision of the Board shall be final.

D. Miscellaneous

No grievant shall use the grievance procedure to appeal any decision of the District or its representatives if such decision is pursuant to any order of or written agreement with any state or federal court, regulatory commission or agency.

No grievant shall use the grievance procedure in regard to any claim or complaint for which there is another remedial procedure or course established by statute or by regulation having the force of law.

If the grievant introduces new evidence at any Step in the grievance procedure, the District may require that the grievance be returned to the prior Step.

Grievances will be filed and processed on forms developed by the District.

E. <u>Contents of Formal Grievance</u>

A formal grievance shall be signed and dated by the employee submitting the grievance and shall contain a specific description of all of the facts which the employee claims violated a specific policy of the District concerning the employee's working conditions. The grievance must identify the specific policy claimed to have been violated, how and by whom it was violated, the date of the violation, and the names of any witnesses or individuals who can or may provide information regarding the claimed violation.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

V.

Board Policies Covering All Unrepresented Classified Employees

Board Policy No. 4410: FAMILY CARE AND MEDICAL LEAVE

A. <u>Intent Of Policy</u>

This policy is intended to comply with the federal Family Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq., and the California Family Rights Act of 1991 as amended October 5, 1993, Cal. Gov't Code § 12945.2. No greater or lesser leave benefits will be granted than those provided by applicable state or federal laws. This policy shall be interpreted so that there will be no violation of either state or federal law.

B. Family Care And Medical Leave

Family care and medical leave consists of unpaid leave for a period of up to twelve (12) work weeks in a school year (July 1 through June 30) for one of the following reasons:

- 1. The birth or placement of a child for adoption or foster care with the employee within one year of such birth or placement;
- 2. to care for the employee's spouse, child or parent with a serious health condition; or
- 3. if an employee has a serious health condition that makes the employee unable to perform his or her job.

Family Care and Medical leave is separate and distinct from disability leave for pregnant employees. Pregnant employees may be entitled to a disability leave in addition to a family care and medical leave. Section K describes in detail the interplay between pregnancy leave and family care and medical leave.

If the leave is requested for the placement or birth of a child, and both parents are employees of the District, the total amount of family care and medical leave for both parents is limited to twelve (12) weeks.

C. <u>Definitions</u>

- 1. "Accumulated Sick Leave" means days of sick leave the employee earned in previous school years and has not taken, thereby accruing a balance from year to year.
- 2. "Child" means a biological, adopted, or foster child, a step-child, a legal ward or a child of a person standing in loco parentis who is either i) under eighteen (18) years old or ii) over eighteen (18) years old and incapable of self-care because of a mental or physical disability.
- 3. "Differential Pay Sick Leave" means the right to receive the difference between an employee's regular salary and the amount of money the District pays a substitute.

- 4. "Employee Benefits" means all benefits provided or made available to employees by the District, including group life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, and pensions, regardless of whether such benefits are provided by a practice or written policy of the District or through an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 (29 U.S.C. 1002 (3)).
- 5. "Employment in the same position" means employment in the position which the employee held prior to taking a family care and medical leave.
- 6. "Employment in an equivalent position" means a position that has the same or similar duties, pay, and employment benefits which can be performed at the same or similar geographic location as the position held prior to the leave.
- 7. "Group health plan" means any plan provided or contributed to by the District to provide health care (directly or otherwise) to the employers, employees, former employees, or the families of such employees or former employees.
- 8. "Health care provider" means an individual:
 - a. holding a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate; or
 - b. duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, who directly treats or supervises the treatment of the serious health condition; or
 - c. who has been determined by the United States Secretary of Labor to be capable of providing health care services under the Family and Medical Leave Act of 1993.
- 9. "Industrial Accident and Illness" means a work related injury or illness.
- 10. "Intermittent Leave" means a leave taken in separate blocks of time due to a single illness or injury and may include leave periods from one hour or more to several weeks.
- 11. "Parent" means a biological, foster, or adoptive parent, a step-parent, a legal guardian or someone who stood in loco parentis to an employee when the employee was a child.
- 12. "Reduced Leave Schedule" means a leave schedule that reduces an employee's usual number of working hours per day or per week.
- 13. "Serious health condition" means an illness, injury, impairment or physical or mental condition which involves either of the following:
 - a. Inpatient care (overnight stay) in a hospital, hospice, or residential medical care facility; or
 - b. Continuing treatment or continuing supervision by a health care provider.

- 14. "Sick leave" means days for which an employee is paid but is not required to work because of illness or injury.
- 15. "Spouse" means a husband or wife according to California law.

D. Eligibility For Family Care And Medical Leave

Employees are required to have completed more than twelve (12) months of continuous service with the District to be eligible for family care and medical leave. Continuous service consists of full-time or part-time employment for the number of months customarily worked by employees in that job classification. If an employee separates from service after attaining more than one year of continuous service and is subsequently reemployed by the District, the employee is not eligible for family care and medical leave until he or she completes another year of service. Employees are required to have completed 1,250 hours of service in the twelve months preceding the leave for eligibility.

E. Right To Family Care And Medical Leave

Subject to the terms and conditions stated in this policy, an eligible employee shall be granted an unpaid family care and medical leave for up to a total of twelve work weeks in a school year (July 1 through June 30), after making a request for such leave in accordance with the procedures set forth below.

A request for family care and medical leave must comply with the applicable notice requirements described below. Appropriate certification as described in Section G is also required.

F. Requests For Family Care and Medical Leave

- 1. If the employee learns of facts necessitating a family care and medical leave more than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District immediately. A minimum of thirty calendar days written notice is required.
- 2. If the employee learns of facts necessitating the family and medical care leave less that thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District as soon as possible. The employee is required to provide the District with written notice within five (5) working days of learning of the need for the leave.
- 3. If the employee's need for the leave is foreseeable due to a planned medical treatment or planned supervision of the employee, or that of a child, parent or spouse with a serious health condition, the employee shall consult with the District regarding the scheduling of the treatment or supervision so as to prevent undue disruption to the operations of the District. Any scheduling of treatment or supervision shall be subject to the approval of the health care provider of the individual with the serious health condition. In any event, thirty (30) calendar days written notice is required.

G. Certification Of Serious Health Condition From Health Care Provider

- 1. If the employee is requesting the leave to care for a child, parent or spouse with a serious health condition, the District may require certification of the serious medical condition by the individual's health care provider.
 - a. The certification shall include:
 - (1) the date on which the serious health condition commenced;
 - (2) the probable duration of the condition;
 - an estimate of the time that the health care provider believes the employee needs to care for the individual requiring the care.
 - (4) a statement that the serious health condition warrants the participation of the employee to provide care for the employee's child, parent or spouse.
 - b. If additional leave is requested beyond the period stated in the certification, the District may require the employee to obtain recertification in accordance with the procedures set forth above.
- 2. If the employee is requesting the leave for his or her own serious medical condition, the District may require certification of the serious medical condition by his or her health care provider.
 - a. The certification shall include:
 - (1) the date on which the serious health condition commenced;
 - (2) the probable duration of the condition;
 - (3) a statement that, due to the serious health condition, the employee is unable to perform the functions of his or her position.
 - b. If additional leave is requested beyond the period stated in the certification, the District may require the employee to obtain recertification in accordance with the procedures set forth above.
 - c. If the District has reason to doubt the validity of the certification, the District may require the employee to undergo an examination by a health care provider of the District's choice to obtain a second opinion. If the second opinion differs from the opinion in the original certification, the District may require the employee undergo a third examination conducted by a health care provider jointly selected by the District and the employee. The third opinion shall be binding on the District and the employee. All subsequent opinions obtained after the initial certification shall be at District expense.

d. Prior to returning to work after an employee has been granted family care and medical leave for his or her own serious medical condition, the District may require the employee to obtain certification from his or her health care provider that the employee is able to resume his or her duties.

H. Right To Reinstatement

1. In general, an employee returning from a family care and medical leave shall be assigned to the position he or she occupied prior to the leave, or an equivalent position with equivalent terms and conditions of employment, including employment benefits such as pay, working conditions, privileges, and status. Additionally, an employee's use of family care and medical leave will not result in the loss of any other employment benefit that the employee earned or was entitled to before using the leave.

I. <u>Intermittent Or Reduced Schedule Leave</u>

- 1. Leave taken because of the serious health condition of the employee or the employee's spouse, child or parent, may be taken intermittently or on a reduced schedule leave when medically necessary. Intermittent or reduced schedule leave shall not result in a reduction of the total amount of family care and medical leave to which the employee is entitled pursuant to state and federal law. Leave taken because of the birth of a child or placement of a child with the employee, shall not be taken intermittently or on a reduced schedule leave unless expressly agreed to by the District and the employee.
- 2. If an employee requests intermittent leave, or a reduced schedule leave, the District may require the employee to transfer temporarily to an available alternative position. The alternative position must be one which the employee is qualified for, which has equivalent pay and benefits, and better accommodates the recurring periods of leave than the employee's regular position.

J. Terms Of Family Care And Medical Leave

1. Leave taken pursuant to this policy is unpaid leave. However, an eligible employee may elect, or the District may require the employee, to substitute accrued paid sick leave, differential pay sick leave or other paid leave for any part of the twelve week period. Nothing in this policy shall require the District to provide paid sick leave or paid medical leave in any situation in which the District would not otherwise provide any such paid leave.

In the event the employee elects or is required to use sick leave, the accumulated sick leave shall be used first. After the accumulated sick leave is exhausted, the employee may elect or the District may require the employee, to use any available differential pay sick leave during the period of the family care and medical leave.

Because family care and medical leave is limited to a duration of twelve (12) work weeks, it is unlikely the employee will run out of differential pay sick leave within the duration of the family care and medical leave for a particular individual serious health condition.

- 2. During the period of family care and medical leave, the District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for a maximum of twelve (12) work weeks. The coverage shall be under the same terms and conditions as if the employee had continued in employment for the duration of the leave. The District may collect the amount of premiums paid by the District from the employee if the employee fails to return from leave after the contemplated time period for a reason other than the continuation, recurrence or onset of a serious health condition.
- During the period of the family care and medical leave, the employee is entitled to 3. participate in pension and retirement plans (hereinafter, "retirement plans") and supplemental employment benefit plans to the same extent and under the same conditions as would apply to any other unpaid personal leave granted by the District for any reason other than family care and medical necessity. The District is not required to make plan payments to any retirement plan or to count the leave period for purposes of "time accrued" under any such retirement plan during the unpaid portion of the leave period. However, during the portion of the leave period wherein the employee has elected or the District has required the employee to utilize accrued vacation or other paid leave, applicable payments will be made to the retirement plan. In addition, accrued vacation or other accrued paid time off shall count towards "time accrued" under the retirement plan in the same manner as if the employee had utilized the paid leave other than for family care and medical leave. Employees are allowed to continue making contributions to their retirement plan, in accordance with the terms of the plan, during the unpaid portion of the leave.
- 4. The employee shall maintain employee status during the period of the family care and medical leave. The leave shall not constitute a break in service for purposes of seniority and/or longevity.
- 5. The employee returning from family care and medical leave shall return with no less seniority than the employee had when the leave commenced for purposes of layoff, recall, promotion, job assignment and seniority-related benefits, such as vacation.
- 6. Other than as set forth in this policy, the District shall not refuse to hire, discharge, fine, suspend, expel or discriminate in any fashion against any individual who:
 - a. utilizes the family care and medical leave set forth in this policy;
 - b. gives information or testimony regarding the employee's own family care and medical leave, or another employee's family care and medical leave, in any inquiry or proceeding related to family care and medical leave.

K. <u>Effect of Family Care and Medical Leave on Pregnancy Disability Leave</u>

1. Leave Available

Leave taken under a pregnancy disability policy runs concurrently with family care and medical leave under federal law, but not family care and medical leave under California law. Consequently, an eligible employee may take a pregnancy disability leave of up to four (4) months and a family care and medical leave of up to twelve (12) work weeks, for a combination of four (4) months plus twelve (12) weeks (approximately seven (7) months).

In order to be eligible for a combination pregnancy disability/family care and medical leave, pregnant employees must meet the eligibility requirements set forth at Section D above.

2. Compensation During Leave

Leave necessitated by pregnancy, miscarriage, childbirth and recovery therefrom shall be treated the same as sick leave. Consequently, a classified employee shall utilize sick leave and any available differential pay sick leave during the period of the pregnancy disability/family care and medical leave.

The accumulated sick leave shall be used first. After the accumulated leave is exhausted, the employee shall use any available differential pay sick leave.

The employee may also elect, or the District may require the employee to utilize any other paid leave during the pregnancy disability/family care medical leave. Nothing in this policy shall require the District to provide paid sick leave or paid medical leave in any situation in which the District would not otherwise provide any such paid leave.

3. Benefits During Leave

The District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for employees who are eligible for combination pregnancy disability/family care and medical leave for the amount of time the employee utilizes accumulated and differential pay sick leave. In addition, the District shall maintain coverage for a maximum of twelve (12) work weeks of unpaid leave taken pursuant to this policy. In some instances, the District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a combination pregnancy disability/family care and medical leave.

Employees on a combination pregnancy disability/family care and medical leave whose paid coverage ceases in accordance with this policy, may continue their group health insurance coverage through the District in conjunction with federal COBRA guidelines by making monthly payments to the District for the amount of the relevant premium. Employees should contact their supervisor or the District Office for further information.

4. Reinstatement

In general, employees returning from a combination pregnancy disability/family care and medical leave shall be reinstated pursuant to the reinstatement rights set forth in Section H.

However, if an employee returning from pregnancy disability leave is unable to perform the essential functions of the job because of a physical or mental condition, the District's obligations to that employee may be governed by the Americans with Disabilities Act.

L. Effect of Family Care and Medical Leave on Industrial Accident or Illness Disability Leave

1. Leave Available

Leave taken under any industrial accident or illness disability policy runs concurrently with family care and medical leave under both federal and state law.

2. Benefits During Leave

The District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for employees who are eligible for combination industrial injury or illness disability/family care and medical leave for a maximum of twelve (12) work weeks. In some instances, the District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a combination industrial injury or illness disability/family care and medical leave.

Employees on a combination industrial injury or illness disability/family care and medical leave whose paid coverage ceases after 12 work weeks, may continue their group health insurance coverage through the District in conjunction with federal COBRA guidelines by making monthly payments to the District for the amount of the relevant premium. Employees should contact their supervisor or the District Office for further information.

3. Reinstatement

In general, employees returning from a combination industrial injury or illness disability/family care and medical leave shall be reinstated pursuant to the reinstatement rights set forth in Section H.

However, if an employee returning from industrial injury or illness disability leave is unable to perform the essential functions of the job because of a physical or mental condition, the District's obligations to that employee may be governed by the Americans with Disabilities Act.

Legal References: Family Medical Leave Act of 1993 California Family Rights Act of 1991, as amended October 5, 1993