



LAGUNA BEACH
UNIFIED SCHOOL DISTRICT

**Regular Meeting
of the
Board of Education**

AGENDA

October 24, 2016

ADMINISTRATION

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

BOARD OF EDUCATION

William Landsiedel, President
Jan Vickers, Clerk
Ketta Brown, Member
Carol Normandin, Member
Dee Perry, 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**

Monday, October 24, 2016

Open Session 6:00 P.M.

AGENDA

RECORDING OF SCHOOL BOARD MEETINGS

Open Session School Board Meetings will be audio and video recorded.

- 1. CALL TO ORDER**
- 2. ROLL CALL TO ESTABLISH QUORUM**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ADOPTION OF AGENDA**

5. 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.

6. REPORTS

- *Student Representative(s)*
- *LaBUFA Representative*
- *CSEA Representative*
- *Organizations – Boosters, PTA, SchoolPower*
- *Board Members*
- *Superintendent*
- *Cabinet Members*
- *Principal Report – Jenny Salberg, Thurston Middle School*

7. CONSENT CALENDAR

All matters listed under the Consent Calendar, items a – l, 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, denial, 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. October 11, 2016 Regular Meeting
 - ii. October 12, 2016 Special Meeting
- b. Approval/Ratification of Personnel Report
- c. Approval/Ratification of Conference/Workshop Attendance
- d. Approval of Field Trip(s)
- e. Approval of Release of Resident Student(s) to Orange County Department of Education Community Home Education Program
- f. Approval of Acceptance of Gifts – Checks Totaling \$16,000.00
- g. Approval of Agreements for Contracted Services – Special Education
- h. Approval of Agreements for Contracted Services – Technology
- i. Approval/Ratification of Warrants #388124 through #388333 in the amount of \$1,023,812.63 Dates: 09/30/2016 through 10/14/2016
- j. Approval/Ratification of Certificated Payroll 3A in the Amount of \$2,141,762.07
Approval/Ratification of Classified Payroll 3B in the Amount of \$682,994.68
- k. Approval of Quarterly Report – Board Policy 3002 – Investments
- l. Approval of Agreement with Harbottle Law Group for Special Education Legal Counsel with a Not-to-Exceed Amount of \$30,000.00

INFORMATION ITEMS

8. MONTHLY FINANCIAL UPDATE

– **Dean West, Assistant Superintendent, Business Services**

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

9. FIRST QUARTER REPORT OF UNIFORM COMPLAINTS FOR THE WILLIAMS CASE SETTLEMENT

– **Leisa Winston, Assistant Superintendent, Human Resources/Public Communications**
Staff will present the First Quarter summary report on the nature and resolution of all complaints, as required by the Williams Litigation Settlement. The report will also be submitted to the County Superintendent of Schools.

ACTION ITEMS

10. APPROVAL OF INCREASE HOURS OF INSTRUCTIONAL ASSISTANT, SPECIAL EDUCATION FROM 3.5 HOURS PER DAY, 10 MONTHS PER YEAR TO 5.75 HOURS PER DAY, 10 MONTHS PER YEAR

– **Leisa Winston, Assistant Superintendent, Human Resources/Public Communications**
Staff proposes increasing the hours of an Instructional Assistant, Special Education position from 3.5 hours per day, 10 months per year to 5.75 hours per day, 10 months per year.

11. APPROVAL OF AN INDEPENDENT CONTRACTOR AGREEMENT WITH THINKING MAPS® FOR *PATH TO PROFICIENCY FOR ENGLISH LANGUAGE LEARNERS* TEACHER TRAINING, IN AN AMOUNT NOT-TO-EXCEED \$13,205.00

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

Staff proposes the Board of Education approve an Independent Contractor Agreement with Thinking Maps® for *Path to Proficiency for English Language Learners*, to support teachers who have clusters of students with English language learners. Thinking Maps® will support the District in building visual instructional strategies based on neuroscience.

12. APPROVAL OF LBUSD INJURY ILLNESS PREVENTION PROGRAM (IIPP)

– **Dean West, Assistant Superintendent, Business Services**

– **Shannon Soto, Director, Fiscal**

Staff recommends the Board of Education approve the LBUSD Illness Injury and Prevention Program.

13. APPROVAL TO AWARD AN ARCHITECTURAL SERVICES CONTRACT TO RUHNAU RUHNAU CLARKE ARCHITECTS TO PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES RELATED TO THE SITE WORK ASSOCIATED WITH REPLACING THREE MODULAR BUILDINGS AND ADDING A MUSIC BUILDING AT TOP OF THE WORLD ELEMENTARY SCHOOL, FOR AN AMOUNT NOT TO EXCEED \$60,500.00, WHICH INCLUDES \$2,500.00 FOR REIMBURSABLE EXPENSES

– **Dean West, Assistant Superintendent, Business Services**

– **Jeff Dixon, Director, Facilities**

Staff proposes the Board of Education award a service contract to Ruhnau Ruhnau Clarke Architects to provide Architectural/Engineering Services related to the site work associated replacing existing portables with three (3) modular buildings and adding a music building at Top of the World Elementary School for an amount not to exceed \$60,500.00, which includes \$2,500 for reimbursable expenses.

14. ADJOURNMENT

– **William Landsiedel, President, Board of Education**

The next Regular Meeting of the Board of Education is **Tuesday, November 15, 2016, 6:00 PM**

550 Blumont St., Laguna Beach, CA

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

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

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

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

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

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

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

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

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

REASONABLE ACCOMMODATION

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

Laguna Beach Unified School District

7.a.i. CONSENT/ACTION

October 24, 2016

Approval: Minutes – Regular Meeting

**Board of Education
Minutes of Regular Meeting
October 11, 2016**

Call to Order

Open Session of the Regular Meeting of the Board of Education was called to order by Board President Landsiedel at 5:00 p.m., at Laguna Beach High School, Class Room 74. 625 Park Ave. Laguna Beach, CA 92651

Roll Call to Establish Quorum

Quorum was established.

Members Present: William Landsiedel
Jan Vickers
Dee Perry
Carol Normandin
Ketta Brown

Employee Group Representatives: Mindy Hawkins, President, LABUFA
Margaret Warder, President, CSEA

Staff: Jason Vilorio, Ed.D., Superintendent
Dean West, Assistant Superintendent of Business Services
Alysia Odipo, Ed.D., Assistant Superintendent, Instruction
Leisa Winston, Assistant Superintendent, Human Resources and Public Communications
Victoria Webber, Executive Assistant to the Board/Superintendent
Mike Morrison, Chief Technology Officer
Jeff Dixon, Director, Facilities
Shannon Soto, Director, Fiscal
Irene White, Director, Special Education
Chris Herzfeld, Principal, Laguna Beach High School
Chris Duddy, Principal, El Morro Elementary
Mike Conlon, Principal, Top of the World Elementary
Anahi Velasco, Public Relations and Communications Liaison

Pledge of Allegiance

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

Adoption of Agenda

Member Brown moved adoption of the agenda. Clerk Vickers seconded.

Discussion: None.

President Landsiedel called for the vote.

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

Public Comment (Items not on the Agenda)

None.

STUDY SESSION 1: FACILITIES

Facilities Director, Jeff Dixon, presented information on the current Facilities Master Plan, including a recap of major projects completed over the summer, an update on the progress of planned projects, a review of current demographic data, and options for alternative or new projects that are not currently included in the Facilities Master Plan.

The objective of Mr. Dixon's presentation was to clearly identify priorities and proposed changes and/or additions to the current Master Plan, providing staff time to analyze and prepare information prior to the next scheduled update in January.

The following options and alternatives were discussed for consideration for school sites:

Top of the World Elementary

Mr. Dixon led discussion on proposed lab space options that could be completed if the library and music room were renovated. Mr. Dixon is to get detailed information, including financial options, and timing that include the use of a sliding or folding wall versus permanent walls for classroom separation of the lab and library.

Mr. Dixon also presented information on moving forward with Phase 2 of the electrical work currently underway. Both elementary schools need additional work for electrical and mechanical units at an estimated cost of \$2,000,000.

Public Comment: None

El Morro Elementary

Mr. Dixon led the discussion, which included the original plan to replace portable classrooms with a permanent building for music rooms. No other needs have been identified at El Morro, aside from the additional electrical work previously mentioned, that aren't already in the Facilities Master Plan.

Staff received direction from the Board to keep the replacement of portable classrooms in the Facilities Master Plan. A timeline can be established at a future date.

Public Comment: Shari Morgan commented on the replacement of portable classrooms, seeking clarification on the use of additional space. She also commented on the need for additional parking at all school sites.

Thurston Middle School

Renovation of the field and options including synthetic turf were discussed. Questions regarding the lifespan of synthetic turf, maintenance, sanitizing, and monitoring use were discussed.

Mr. Dixon presented removal of the auto belay system from the plan and adding improvement of video systems at TMS and LBHS.

Discussion was held regarding renovating existing spaces and classrooms in lieu of adding additional rooms.

Public Comment: None.

Laguna Beach High School

Discussion included 1) Exploring LED lighting for the stadium, which is more directional and cost effective; 2) Renovating existing space in lieu of adding additional; and, 3) Adding permanent bleachers on the visitor side of the football field.

Public Comment:

Margaret Warder stated the community is impacted by parking at all sites. Additional parking should be considered.

Shari Morgan echoed Margaret's statement.

Board members agreed parking is an issue.

STUDY SESSION 2: NEXT GENERATION SCIENCE STANDARDS (NGSS)

Assistant Superintendent, Alysia Odipo, Elementary TOSA, Dustin Gowan, and Science Teacher, Steve Sogo, presented information on the Next Generation Science Standards (NGSS), and provided the Board of Education with an opportunity to experience a NGSS activity. The experiment gave participants a glimpse of how students are being presented with learning opportunities.

Discussion included the NGSS Standards and the Instructional Shifts as a result of this implementation, as well as a review of the timeline, and consideration of implications for Laguna Beach Unified School District.

Public Comment:

Wenjie Le questioned opportunities for student voice in the process.

30 Minute Break

President Landsiedel reconvened the meeting at 7:15 p.m. in the District Board Room at 550 Blumont St.

Reports

Student Representative – Chloe Bryan, LBHS

Chloe provided information on the following topics:

- Relay for Life teams
- College Roundup
- PSAT and PACT tests
- Six week grading progress reports
- Fall Sports Update

LaBUFA Representative – Mindy Hawkins, LaBUFA President

- LaBUFA is focused on being a “Unified” faculty association
- Thanked administration

CSEA Representative – Margaret Warder, CSEA President

- Pre-negotiations survey is closed
- Scholarship fundraisers in process

Board Members

Board members reported as follows:

Member Brown

- Attended Joint Fiscal Management Committee (JFMC) meeting
- Thanked staff for the study sessions

Clerk Vickers

- Attended PTA Council meeting
- Commented on great presentations made by all PTA presidents at back-to-school nights
- Commended PTA Coffee Break Chair, Shareal Kolberg for the new families welcome tea
- Commented on the history of the JFMC meetings, starting in 1996 due to the fiscal crisis

Member Perry

- Provided a brief report on her attendance at the CSBA Masters in Governance Series workshops
- Commented on Governance workshop planned for October 12 at District
- Thanked staff for study sessions

Member Normandin

- Apologized for missing September 27 meeting, she was ill
- Provided a brief report on her attendance at the CSBA Masters in Governance Series workshops
- Thanked staff for study sessions

President Landsiedel

- Thanked staff for study sessions, wished more people would have been able to attend
- Attended the 7th Annual Brush and Palette Concert
- Attended LBHS football game
- Attended candidates forum for LBUSD Board candidates

Superintendent Vilorio

- Attended a mental health conference with Alysia Odipo, Irene White, Amy Kernan, and Lila Samia
- Continuing school site classroom visits, pleased with hands-on learning happening

Cabinet

Dean West, Assistant Superintendent, Business Services

- Reminded the Board, staff, and Community Feedback Survey on the District website that remains in place to gather information on issues or improvement ideas for our sites

Leisa Winston, Assistant Superintendent, Human Resources and Public Communication

- Attended the ASCA Personnel Institute
- Provided an update on the classified professional development program, LaunchPad – 50 micro-credentials have been issued to date

Alysia Odipo, Assistant Superintendent, Instructional Services

- Continuing to meet with teachers at all sites
- Working on Multi-Tiered System of Supports (MTSS)
- Thanked Dustin Gowan and Steve Sogo for their work on the NGSS Study Session
- Attended new parent tea
- Commented on the Great American Shake-out scheduled for October 20

Consent Calendar

Clerk Vickers pulled item 10.b, section 3, personnel report. Staff pulled item 10.d., fourth item, field trips.

Member Brown moved approval of Consent Calendar items a-j, minus section 3 of the personnel report and the fourth item on d., field trips. Member Normandin seconded.

Public Comment: None

Discussion: Staff pulled item 4 on d., field trips.

- a. Approval of Minutes – September 27, 2016
- b. Approval/Ratification of Personnel Report
- c. Approval/Ratification of Conference/Workshop Attendance
- d. Approval of Field Trip(s)
- e. Approval of Interdistrict Transfer Agreement – Student to other District
- f. Approval of Agreements for Contracted Services – Special Education

- g. Approval of Agreements for Contracted Services – Technology
- h. Approval/Ratification of Warrants #387991 through #388123 in the amount of \$1,596,093.94 Dates: 09/19/2016 through 09/29/2016
- i. Approval of Community Facilities District 98-1 (Crystal Cove) Administrative Expense Fund Disbursements Totaling \$577.10
- j. Contract with CUE – Computer Using Educators – to Provide Lead Learners (mentors) for the Rocket Ready Pilot

President Landsiedel called for the vote.

Motion carried 5-0. Members Landsiedel, Vickers, Perry, Normandin and Brown voted yes to approve Consent Calendar items a-j, minus section 3 of the 10.b., personnel report and the fourth item on 10.d., field trips.

Member Brown moved item 10.b, section 3, of the personnel report. Member Normandin seconded.

Motion carried 4-0-1. Members Landsiedel, Perry, Normandin and Brown voted yes to approve Consent Calendar item 10.b, section 3, of the personnel report. Clerk Vickers abstained.

Action Items

Board Member Support of City Council Resolution Opposing Measure KK

Superintendent Vilorio introduced the items, stating at the September 27, 2016 meeting of the Laguna Beach Unified School District Board of Education, all members of the Board of Education expressed individual support for the Laguna Beach City Council's decision to approve a formal resolution opposing ballot Measure KK. Members of the LBUSD Board have requested formal action to support this position.

Member Brown moved to support the Laguna Beach City Council's Resolution Opposing Measure KK. Member Normandin seconded.

Motion carried 5-0. Members Landsiedel, Vickers, Perry, Normandin, and Brown voted yes to support the City Council's Resolution Opposing Measure KK.

Adjournment

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

Public Comment: None

The next regular meeting of the Board of Education is Monday, October 24, 2016.
President Landsiedel called for the vote.

Motion carried 5-0. Members Landsiedel, Vickers, Perry, Normandin, and Brown voted yes to adjourn. The meeting adjourned at 7:45 p.m.

Jan Vickers
Clerk of the Board
October 24, 2016

Laguna Beach Unified School District

7.a.ii. CONSENT/ACTION

October 24, 2016

Approval: Minutes – Special Meeting

**Board of Education
Minutes of Special Meeting
October 12, 2016**

Call to Order

The meeting was called to order at 8:03 a.m.

Roll Call to Establish Quorum

Roll call to establish Quorum:

Members Present: William Landsiedel
Jan Vickers
Dee Perry
Carol Normandin
Ketta Brown

Staff Present: Victoria Webber, Executive Assistant to the Board/Superintendent

Consultants: Peter Fagen and Luke Boughen of Fagen, Friedman, & Fulfroft LLP

Pledge of Allegiance

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

Adoption of Agenda

Member Brown moved adoption of the agenda. Clerk Vickers seconded.

Discussion: None.

President Landsiedel called for the vote.

Motion carried by a vote of 5-0. Members Landsiedel, Vickers, Perry, Normandin, and Brown voted yes to adopt the agenda.

Public Comment

None.

Facilitated Discussion on Effective and Collaborative Board Governance

Attorneys, Peter Fagen and Luke Boughen led the Board and Superintendent in discussions designed to strengthen the leadership team.

The Board discussed the LBUSD vision and mission statements and the process used to create them.

Mr. Fagen shared the importance of having a process in place, and following that process builds confidence and competence in District leadership. Discussion followed regarding the importance of responsibility to the District, especially in the areas of fiduciary duty, loyalty, and confidentiality. Board members reached agreement on maintaining a “no surprises” philosophy in the Board room.

Mr. Fagen led discussion on the role of the Governing Board. Board members noted the importance of ensuring community understanding that individual Board members have no authority, and they act only as a governing body.

There was consensus from all Board members to schedule a second Governance workshop to continue discussions.

Adjournment

Member Normandin motioned to adjourn. Clerk Vickers seconded.

President Landsiedel called for the vote.

Motion carried by a vote of 5-0. Members Landsiedel, Vickers, Perry, Normandin, and Brown voting yes to adjourn. The meeting was adjourned 11:30 a.m.

Jan Vickers, Clerk of the Board
October 24, 2016

Laguna Beach Unified School District

7.b. CONSENT/ACTION

October 24, 2016

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**October 24, 2016****I. RESIGNATIONS:**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Jessica Goette PC04SE0106	Instructional Assistant, Special Education Top of the World Elementary	October 28, 2016
Brandy Lowry PC08LS0301	Elementary Media Specialist Top of the World Elementary	October 10, 2016
Noah Montes PC04SE0108	Instructional Assistant, Special Education Thurston Middle School	October 7, 2016

II. LEAVES OF ABSENCE

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Nadia Hart	Teacher Top of the World Elementary	November 14, 2016 to January 27, 2017

III. EMPLOYMENT:

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Luis Antonio PC04SE0108	Instructional Assistant, Special Education Thurston Middle School 0104613150-2115 Range: 23 Step: A 5.75 hours per day, 5 days per week, 10 month academic work calendar Replaces: Noah Montes	Special Ed Funds Probationary Employee \$19.23 per hour October 6, 2016

IV. EMPLOYMENT: Extra Duty/Short Term Assignments

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Trina Bilich	Coordinate Rachel's Challenge Top of the World Elementary 0108011005-2950 NTE: 13 hours	General Fund Short Term/Intermittent Work Hours \$26.25 per hour October 17, 2016 to October 21, 2016
Linda Butler-Stoll	Food Service for Summer Professional Development Thurston Middle School 0102015380-2950 NTE: 12	General Fund Short Term/Intermittent Work Hours \$26.25 per hour August 31, 2016 to September 1, 2016
Dori Bunting	Instructional Assistant, Special Education Laguna Beach High School 0104602120-2115 Range: 23 Step: E +4% longevity NTE: 3 hours weekly	Special Ed Funds Short Term/Intermittent Work Hours \$24.54 per hour September 28, 2016 to November 22, 2016
Kari Damato	Kindness Club Coordinator Top of the World Elementary 0108011005-1170 NTE: 16 hours	General Fund \$39.58 per hour January 1, 2017 to June 23, 2017

IV. EMPLOYMENT: Extra Duty/Short Term Assignments (cont'd)

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Lynda Eliel	Technology Support Assistant Top of the World Elementary 0113457175-2290 NTE: 40 hours	September 6, 2016 to June 30, 2017 General Fund Short Term/Intermittent Work Hours \$26.25 per hour
Rosie Haynes	Set Up for Reading A-Z (First through Third Grade) Top of the World Elementary 0108011005-1170 NTE: 3 hours	September 28, 2016 to June 30, 2017 General Fund \$39.58 per hour
Van Le	Technology Support Assistant El Morro Elementary 0113457175-2290 NTE: 40 hours	September 6, 2016 to June 30, 2017 General Fund Short Term/Intermittent Work Hours \$26.25 per hour
Cynthia LeMotte	Tech Support Laguna Beach High School 0113457175-2290 NTE: 10 hours	August 18, 2016 to August 19, 2016 General Fund Short Term/Intermittent Work Hours \$26.25 per hour
Kimberly Mattson	Professional Development Class Prep Top of the World Elementary 0113457175-1370 NTE: 6 hours	September 1, 2016 to September 27, 2016 General Fund \$39.58 per hour
Kimberly Mattson	Tech Support Top of the World Elementary 0113457175-1370 NTE: 1 hour 20 minutes	September 1, 2016 to September 27, 2016 General Fund \$39.58 per hour
See Employee List	ELA/ELD Committee Districtwide 0102015380-1130 NTE: 5.5 hours Employees: Elizabeth Harris, Rosie Haynes, Liv Marshall, Kimberly Mattson, Triana Ramazan, Greg Togawa, Melanie Whitenack	August 22, 2016 General Fund \$39.58 per hour
See Employee List	CCM, MTSS and Staff Development Meetings Thurston Middle School 0106091008-2970 NTES: 25 hours each Employees: Luis Antonio, Amy Arneson, Marta Cid, Aaron Contreras, Jayne Greenwalt, Jan Hedden, Carlos Iglesias, Max Messinger, Eric Moore, Sophia Papadatos, Peggy Richardson, Laura Vickery-Peterson, Sylvia Waimrin	October 1, 2016 to June 30, 2017 General Fund \$26.25 per hour

IV. EMPLOYMENT: Extra Duty/Short Term Assignments (cont'd)

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
See Employee List	Garden Committee Top of the World Elementary 0108011005-1170 NTE: 3 hours each Reason: Review lesson plans Employees: Jacquie Cohn, Launa Nacion-Kirkey, Sarah Wolsey	General Fund \$39.58 per hour September 6, 2016 to June 22, 2017
See Employee List	Site Tech Leads Districtwide 0113457175-1360 NTE: 46 hours each Employees: Carrie Denton, Kimberly Mattson, Katie Meyers, Kevin Nguyen, Parta Perkins, Nicole Roqueta, Shannon Velotta	General Fund \$39.58 per hour September 29, 2016 to June 30, 2017
Margaret Warder	Fast Forward Coordinator Top of the World Elementary 0104292600-1130 NTE: 182 hours	Special Ed Funds Short Term/Intermittent Work Hours \$26.25 per hour September 26, 2016 to June 22, 2017
Margaret Warder	Intervention Para Educator Top of the World Elementary 0112091055-2420 NTE: 4.5 hours	Summer School Short Term/Intermittent Work Hours \$29.87 per hour July 1, 2016 to July 20, 2016
Margaret Warder	Tech Support Top of the World Elementary 0113457175-2290 NTE: 7 hours	General Fund Short Term/Intermittent Work Hours \$26.25 per hour August 18, 2016 to August 19, 2016

V. EMPLOYMENT: Afterschool Program Assignments

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Stacy Bina	After School - Yoga Top of the World Elementary 0108015600-2145 NTE: 36 hours	PTA Funds Short Term/Intermittent Work Hours \$26.25 per hour September 26, 2016 to May 25, 2017
Sherry Bullard	After School - Creative Clay El Morro Elementary 0107015600-2145 NTE: 36 hours	PTA Funds Intermittent Work Hours \$26.25 per hour September 1, 2016 to June 22, 2017
Tami Cloward	After School - Cooking Club El Morro Elementary 0107015600-2145 NTE: 72 hours	PTA Funds Short Term/Intermittent Work Hours \$26.25 per hour September 1, 2016 to June 22, 2017

V. EMPLOYMENT: Afterschool Program Assignments (cont'd)

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Cheri David	After School - Learning Club El Morro Elementary 0107015600-1130 NTE: 32 hours	September 1, 2016 to June 22, 2017 PTA Funds Intermittent Work Hours \$45.23 per hour
Rachel Domiano	After School - Reading Club El Morro Elementary 0107015600-2145 NTE: 36 hours	September 1, 2016 to June 22, 2017 PTA Funds Short Term/Intermittent Work Hours \$26.25 per hour
Lynda Eliel	After School - Computer/Code Club Top of the World Elementary 0108015600-2145 NTE: 48 hours	September 26, 2017 to May 25, 2017 PTA Funds Short Term/Intermittent Work Hours \$26.25 per hour
Debbie Finnerty	After School Learning Club El Morro Elementary 0107015600-1130 NTE: 32 hours	September 1, 2016 to June 22, 2017 PTA Funds Intermittent Work Hours \$45.23 per hour
Lenelle Hamil	After School Choir Club El Morro Elementary 0107015600-2145 NTE: 36 hours	September 1, 2016 to June 22, 2017 PTA Funds Short Term/Intermittent Work Hours \$26.25 per hour
Rosie Haynes	After School Spanish Club Top of the World Elementary 0108015600-1130 NTE: 36 hours	September 26, 2016 to May 25, 2017 PTA Funds Intermittent Work Hours \$45.23 per hour
Rosie Haynes	After School Homework Club Top of the World Elementary 0108015600-1130 NTE: 36 hours	September 26, 2016 to May 25, 2017 PTA Funds Intermittent Work Hours \$45.23 per hour
Michelle Hilger	After School Substitute Top of the World Elementary 0108015600-2145 NTE: 12 hours	September 26, 2016 to May 25, 2017 PTA Funds Short Term/Intermittent Work Hours \$26.25 per hour
Amy Hitchcock	After School Drama Club (Grades 1-2) El Morro Elementary 0107015600-2145 NTE: 36 hours	September 1, 2016 to June 22, 2017 PTA Funds Short Term/Intermittent Work Hours \$26.25 per hour

V. EMPLOYMENT: Afterschool Program Assignments (cont'd)

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Amy Hitchcock	After School Drama Club (Grades 3-5) El Morro Elementary 0107015600-2145 NTE: 36 hours	September 1, 2016 to June 22, 2017 PTA Funds Short Term/Intermittent Work Hours \$26.25 per hour
Amy Hitchcock	After School - Drama Club Top of the World Elementary 0108015600-2145 NTE: 72 hours	September 26, 2016 to May 25, 2017 PTA Funds Short Term/Intermittent Work Hours \$26.25 per hour
Amy Hitchcock	After School Club Bus Supervision Top of the World Elementary 0108015600-2145 NTE: 12 hours	September 26, 2016 to May 25, 2017 PTA Funds Short Term/Intermittent Work Hours \$26.25 per hour
Joshua Johnson	After School - OC Runs Top of the World Elementary 0108015600-2145 NTE: 25 hours	February 1, 2017 to May 27, 2017 PTA Funds Short Term/Intermittent Work Hours \$26.25 per hour
Willa Lang	After School - Knitting Top of the World Elementary 0108015600-2145 NTE: 36 hours	September 26, 2016 to May 25, 2017 PTA Funds Short Term/Intermittent Work Hours \$26.25 per hour
Willa Lang	After School Club Bus Supervision Top of the World Elementary 0108015600-2145 NTE: 12 hours	September 26, 2016 to May 25, 2017 PTA Funds Short Term/Intermittent Work Hours \$26.25 per hour
Chantale McConnell	After School - Cooking Top of the World Elementary 0108015600-2145 NTE: 120 hours	September 26, 2016 to May 25, 2017 PTA Funds Short Term/Intermittent Work Hours \$26.25 per hour
Kelly Osborne	After School - Gardening Top of the World Elementary 0108015600-2145 NTE: 48 hours	September 26, 2016 to May 25, 2017 PTA Funds Short Term/Intermittent Work Hours \$26.25 per hour
Lisa Pitz	After School - Cooking Top of the World Elementary 0108015600-2145 NTE: 120 hours	September 26, 2016 to May 25, 2017 PTA Funds Short Term/Intermittent Work Hours \$26.25 per hour

V. EMPLOYMENT: Afterschool Program Assignments (cont'd)

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Christina Price	After School Reading Club El Morro Elementary 0107015600-2145 NTE: 36 hours	September 1, 2016 to June 22, 2017 PTA Funds Short Term/Intermittent Work Hours \$26.25 per hour
Claudia Redfern	After School Coordinator Top of the World Elementary 0108015600-2145 NTE: 66 hours	September 1, 2016 to June 22, 2017 PTA Funds Short Term/Intermittent Work Hours \$26.25 per hour
Joey Sammut	After School - Ceramics Top of the World Elementary 0108015600-2145 NTE: 192 hours	September 26, 2016 to May 25, 2017 PTA Funds Short Term/Intermittent Work Hours \$26.25 per hour
Joey Sammut	After School - Kiln Supervision Top of the World Elementary 0108015600-2145 NTE: 40 hours	September 26, 2016 to May 25, 2017 PTA Funds Short Term/Intermittent Work Hours \$26.25 per hour
Jane Sasso	After School - Art Studio Top of the World Elementary 0108015600-2145 NTE: 96 hours	September 26, 2016 to May 25, 2017 PTA Funds Short Term/Intermittent Work Hours \$26.25 per hour
Mary Stinnett	After School Club Supervisor El Morro Elementary 0107015600-2145 NTE: 66 hours	September 1, 2016 June 22, 2017 PTA Funds Short Term/Intermittent Work Hours \$26.25 per hour

VI. EMPLOYMENT: Short Term Assignments - Performing Arts

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Samantha Gardner	Guest Choreographer/Asst Director - Dance Laguna Beach High School 0102315890-2170 NTE: \$1500.00	September 1, 2016 to December 1, 2016 PA funds Intermittent Work Hours
Auti Kamal	Guest Choreographer - Dance Laguna Beach High School 0102315890-2170 NTE: \$1500.00	September 1, 2016 to December 1, 2016 PA funds Intermittent Work Hours \$26.25 per hour
Rebecca Ramirez	Guest Choreographer - Dance Laguna Beach High School 0102315890-2170 NTE: \$750.00	September 1, 2016 to December 1, 2016 PA funds Intermittent Work Hours \$26.25 per hour

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

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

VIII. EMPLOYMENT: Short Term Assignments - ASB

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

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

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

Fall Sports Calendar 2016/17:

Pre-Season:	July 5 - July 29, 2016
In-Season:	August 1 - November 4, 2016
CIF Playoff:	November 7 - December 3, 2016

Winter Sports Calendar 2016/17:

Pre-Season:	September 5 - November 4, 2016
In-Season:	November 7 - February 10, 2017
CIF Playoff:	February 13 to March 4, 2017

Spring Sports Calendar 2016/17:

Pre-Season:	November 7 - February 10, 2017
In-Season:	February 13 - May 12, 2017
CIF Playoff:	May 15 to June 3, 2017

Employment - Spring Season:

Baseball:

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Jeff Sears	Head Coach, Preseason	\$3,846.00
Jeff Sears	Head Coach, In Season	\$3,846.00

Cheer:

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Mollie Khachadorian	Assistant Coach, In Season	\$2,036.00

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

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

Fall Sports Calendar 2016/17:

Pre-Season:	July 5 - July 29, 2016
In-Season:	August 1 - November 4, 2016
CIF Playoff:	November 7 - December 3, 2016

Winter Sports Calendar 2016/17:

Pre-Season: September 5 - November 4, 2016
In-Season: November 7 - February 10, 2017
CIF Playoff: February 13 to March 4, 2017

Spring Sports Calendar 2016/17:

Pre-Season: November 7 - February 10, 2017
In-Season: February 13 - May 12, 2017
CIF Playoff: May 15 to June 3, 2017

Employment - Fall Season:

None

XI. SUBSTITUTES: Employment and Resignations

Employment:

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Mark Caserta	Substitute Instructional Asst/Special Ed	October 3, 2016
Brandon Clark	Substitute Custodian	September 30, 2016
Megan Miller	Substitute Teacher	September 1, 2016
Kristine Molina	Substitute Teacher	September 1, 2016
Andrew Morrison	Substitute Custodian	September 30, 2016
Marcel Teran	Substitute Custodian	September 30, 2016

Resignations:

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Steve Addison	Substitute Teacher	October 11, 2016
Stephanie Bennett	Substitute Teacher	October 10, 2016
Oscar Botello	Substitute Custodian	September 29, 2016
Elaine Brashier	Substitute Teacher	October 8, 2016
Victoria Castle	Substitute Teacher	October 4, 2016
JoAnn Gerard	Substitute Teacher	October 14, 2016
Clay Heller	Substitute Teacher	October 13, 2016
Ashley McGrail	Substitute Teacher	October 7, 2016
Lynna Phan	Substitute Teacher	October 8, 2016

Laguna Beach Unified School District

7.c. CONSENT/ACTION

October 24, 2016

Approve/Ratify: Conference/Workshop Attendance

Dean West - "Economic Forecast 2017" - October 21, 2016, Newport Beach, CA. Participants will hear prospects for the U.S. and California economies for 2017.

Fiscal Impact:

\$ 65.00 Registration

\$ 65.00 TOTAL

Account #0102397406 - 5220 Business - Travel & Conference

Bob Billinger, Amy Kernan, and Shannon Soto - "Responding to School Bomb Threats" - October 26, 2016, Costa Mesa, CA. Participants will receive technical operations and awareness training for responding to incidents involving explosives and incendiary materials.

Fiscal Impact:

\$ 45.00 Registration

\$ 45.00 TOTAL

Account #0102397406 - 5220 Business - Travel & Conference

Ivy Leighton - "California Art Education Association Southern Regional Conference" - November 4-5, 2016 - Palm Springs, CA. Participants will partake in a blend of master classes, tours, hands on activities, and more.

Fiscal Impact:

\$ 400.00 Registration + Master
Classes

\$ 108.00 Transportation

\$ 200.00 Lodging

\$ 100.00 Meals

\$ 125.00 Substitutes

\$ 60.00 Parking

\$ 2,254.08 TOTAL

Account #0102015380 - 5220 Staff Development - Travel & Conference

Account #0102015380 - 1190 Staff Development Substitutes

Ellen Oxales "Student Records Workshop" - November 8, 2016, Costa Mesa, CA. Topics include confidentiality, access, transfer, challenges, maintenance, and destruction.

Fiscal Impact:

\$ 18.90 Transportation

\$ 18.90 TOTAL

Account #0105091012 - 5220 LBHS - Travel & Conference

Amy Kernan - "Local Control and Continuous Improvement" - November 9, 2016 – Costa Mesa, CA. The primary focus on this workshop is to help attendees interpret, understand, and use the new LCFF Evaluation Rubrics as a tool to support all students.

Fiscal Impact:

\$	60.00	Transportation
\$	50.00	Meals
\$	110.00	TOTAL

Account #0109037150 - 5220 Instruction - Travel & Conference

Alysia Odipo, Amy Kernan, and Ann Bergen "27th Annual CTE Fall Conference" November 16-18, 2016 – Rancho Mirage, CA. The conference will provide attendees with skills and knowledge to continue the development of LBUSD's CTE program.

Fiscal Impact:

\$	1,185.00	Registration
\$	372.00	Transportation
\$	900.00	Lodging
\$	300.00	Meals
\$	60.00	Parking
\$	2,817.00	TOTAL

Account #0102015380 - 5220 Staff Development - Travel & Conference

Irene White, Mindy Hawkins, Jeff Snyder, Elizabeth Harris, Rachel Domiano, Amanda Myregard, Lorraine Winokur, John Ohlman, Elizabeth Yoder-Hale, and Kasey Konkel "A-1 Evidence Based Practices for Students with Milde-Moderate Autism Spectrum Disorder" - November 17, 2016, Laguna Hills, CA. The training will provide the history on the identification of evidence based practices for Autism Spectrum Disorder and support the understanding and use of evidence based practices for individuals affected by mild-moderate Autism Spectrum Disorder.

Fiscal Impact:

\$	100.40	Transportation
\$	1,125.00	Substitutes
\$	1,225.40	TOTAL

Account #0104613150 - 5220 Special Education - Travel & Conference

Luissa Mossa, Sara Hopper, and Grace Jones - "Social Thinking" - November 30 – December 2, 2016, San Diego, CA. Participants will learn strategies and instructional practices to increase social thinking in students to include self-awareness, self-regulation, executive functioning, and perspective taking.

Fiscal Impact:

\$	1,485.60	Registration
\$	259.55	Transportation
\$	1,075.16	Lodging
\$	450.00	Meals
\$	324.00	Parking
\$	3,594.30	TOTAL

Account #0104292600 - 5220 Special Education - Travel & Conference

Nikol King - "Master Schedule Training" - December 9, 2016, Torrance, CA. Participants will learn to build a master schedule at the high school level.

Fiscal Impact:

\$ 385.00	Registration
\$ 50.27	Transportation
\$ 20.00	Meals
\$ 455.27	TOTAL

Account #0109397150 - 5220 Instruction - Travel & Conference

Leisa Winston, Dean West, Alysia Odipo, Jenny Salberg, Michael Conlon, and Chris Duddy - "ACSA Negotiations Symposium" - January 18-20, 2017, San Diego, CA. The symposium provides training and legal updates on issues related to negotiations, such as legal trends and law changes, compensation, evaluation, the Affordable Care Act, and best bargaining practices.

Fiscal Impact:

\$ 3,354.00	Registration
\$ 240.00	Transportation
\$ 3,450.00	Lodging
\$ 900.00	Meals
\$ 200.00	Parking
\$ 8,144.00	TOTAL

Account #0110397140 - 5220 HR - Travel & Conference

Liv Marshall and Triana Ramazan - "Cognitive Coaching Foundation Training" - Revised dates: January 6, February 17, March 24, and April 7, 2017, Costa Mesa, CA. This training was originally approved on June 28, 2016 for dates in August, October, November, and December 2016. There are no additional changes, all costs remain the same. The training will equip site coaches with a "toolbox" to effectively interact with and guide teachers in becoming self-directed educators who create learning environments that focus on quality first instruction.

Fiscal Impact:

(Not included in total below)

Listed for reference only	
\$ 798.00	Registration
\$ 122.00	Transportation
\$ 750.00	Substitutes
\$ 280.00	Teacher Pay
\$ 2,150.00	TOTAL

Account #0102013080 - 5220 Title II Teacher Quality – Travel & Conference

Account #0102013080 - 1190 Title II Teacher Quality – Substitutes

Account #0102013080 - 1130 Title II Teacher Quality – Teacher Pay

Total Expenses: \$18,728.95

Laguna Beach Unified School District

7.d. CONSENT/ACTION

October 24, 2016

Approval: Student Field Trips

Proposal

Staff proposes the Board of Education approve the following amended student field trip:

1. Laguna Beach High School

Destination:	Girls CIF Cross Country
Date:	November 18 – 19, 2016
Chaperone(s):	Steve Lalim, Mark Harris, Scott Whitkop, and Kevin Tovar
Cost to Student:	\$0
Number of Students:	28
Transportation:	Vans
Accommodations:	Comfort Inn, Riverside

This trip was originally approved on January 27, 2016 for an overnight trip to West Covina. The location has changed to Riverside.

Background

The principal of Laguna Beach High School has approved the Application for Field Trip request and submitted the application for approval in accordance with Board Policy 6019. This policy provides forms for use by parents/guardians that give permission for their student(s) to participate in field trips, along with authorization for medical care and a waiver in conformance with Education Code Section 35330.

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

Laguna Beach Unified School District

7.e. CONSENT/ACTION

October 24, 2016

Approval: Release of Resident Student(s) to Orange County Department of Education Community Home Education Program

Proposal

Staff proposes the Board of Education approve the release of the student(s) to attend the Orange County Department of Education Community Home Education Program.

Background

Education Code 1981(b) provides that, at the request of a pupil's parent or guardian, the school district of attendance may approve the pupil's enrollment in a county community school.

The release of students to the Orange County Department of Education Community Home Education Program would result in an approximate cost of \$8,500 per student, which is our district's estimated 2016/2017 per student ADA (average daily attendance) revenue limit for community school. These funds are used to provide curriculum books and materials for the students.

Due to the elimination of State aid (\$120.00 per ADA) for basic aid school districts, there is no apportionment from which the State may transfer funds directly to Orange County Community Schools.

Although the funding has been eliminated, the District is responsible for the cost of educating these students and payment is made from our General Fund to Orange County Community Schools on an annual basis. The expenditure will be budgeted and will occur at year-end.

Budget Impact

Approval of this request will result in an approximate additional expense of \$8,500. Based upon historical attendance information, funds are budgeted for fiscal year 2016/2017 within the General Fund.

- 2016/2017 approximate cost is as follows: 1 student(s) pending approval \$8,500

Recommended Action

Per counsel, it is legally permissible to disapprove the release of students to community home education programs because of a negative fiscal impact.

Staff is requesting approval from the Board of Education for the release of the student(s) to the Orange County Department of Education Community Home Education Program.

- Student: Isabelle T. Grade: 11 School: Pacific Coast HS Reason: 3

- (1) Employee - Renewal
- (2) Employee - New
- (3) Special Need/Request

Laguna Beach Unified School District

7.f. CONSENT/ACTION

October 24, 2016

Approval: Acceptance of Gifts – Checks Totaling \$16,000.00

Proposal

Staff proposes the Board of Education accept the following gift(s) to the District – checks totaling \$16,000.00.

Background

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

Recommended Action

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

Type of Gift	Donor	Amount/Gift	Disposition
Checks	Multiple Donors	\$16,000.00	TOW CLC Aide Donation
Total		\$16,000.00	

Laguna Beach Unified School District

7.g. ACTION

October 24, 2016

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 needed services for eligible special education students that cannot presently be provided by District staff. Approval will maintain District compliance with Education Codes.

Budget Impact

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

Recommended Action

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

Laguna Beach Unified School District

Contracts-October 24, 2016

<u>Contractor</u>	<u>Description of Services</u>	<u>Term</u>	<u>Funding</u>	<u>Cost</u>
Independent Contract Coyne & Associates Education Corporation	Behavior intervention for a special education student	10/17/16- 03/03/17	Outside Agency 0104602140-5894	\$29,376

Laguna Beach Unified School District

7.h. CONSENT/ACTION

October 24, 2016

Approval: Agreements and Contracts – Technology Services

Proposal

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

Background

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

Budget Impact

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

Recommended Action

Staff recommends the Board of Education authorize the following contracts.

Laguna Beach Unified School District

Contracts/License Renewals – October 24, 2016

Contractor	Description of Services	Term	Funding	Cost
Active Internet Technologies	Finalsite – Web Hosting Service Districtwide	07/01/16 – 06/30/17	0113457175-5805	\$19,500.00
Lucid Data Corporation	Professional Development Express Software License	11/01/16 – 10/31/17	0113457175-5805	\$ 8,495.00

Laguna Beach Unified School District

7.i. CONSENT/ACTION

October 24, 2016

Approval: Warrants #388124 Through #388333 In The Amount of \$1,023,812.63
Dates: 09/30/2016 through 10/14/2016

Proposal

Staff proposes the Board of Education approve/ratify Warrants #388124 through #388333 in the amount of \$1,023,812.63.

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 2016/2017 District Operating Budgets.

Recommended Action

Staff recommends the Board of Education approve/ratify the warrants in the amount of \$1,023,812.63.

LAGUNA BEACH USD 09/30/16 8:11 AM --req: ADMIN-----leg: 76 ---loc: ISSSTAFF---job: 10660941 #J302--prog: CR514 <1.02>--report id: CKOCLIST Page 1
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00388124	09/30/16	Acorn Media	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES CHECK TOTAL:	526.39 526.39
00388125	09/30/16	ACSA	DUES & MEMBERSHIPS	0109037150	5310	DUES & MEMBERSHIPS CHECK TOTAL:	1,525.00 1,525.00
00388126	09/30/16	Apple Computer Inc.	EQUIPMENT - NEW	0113018640	4410	EQUIPMENT - NEW CHECK TOTAL:	3,099.60 3,099.60
00388127	09/30/16	Azadeh Baghai	MATERIALS & SUPPLIES-INSTRUCT	0108014011	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	188.36 188.36
00388128	09/30/16	BEN'S MUSIC WORKSHOP I	MISC REPAIR	0102011190	5690	MISC REPAIR CHECK TOTAL:	2,352.00 2,352.00
00388129	09/30/16	BLUE DUCK EDUCATION LT	ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE CHECK TOTAL:	5,250.00 5,250.00
00388130	09/30/16	Chris Duddy	SITE IMPROVEMENT-NON CAPITAL	0107471005	4480	SITE IMPROVEMENT-NON CAP CHECK TOTAL:	269.17 269.17
00388131	09/30/16	Demco	GENERAL SUPPLIES-NON INSTRUCT	0106091008	4340	GENERAL SUPPLIES-NON INS CHECK TOTAL:	142.68 142.68
00388132	09/30/16	Fisher Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	108.19 108.19
00388133	09/30/16	Granicus Inc.	ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE CHECK TOTAL:	6,000.00 6,000.00
00388134	09/30/16	HAPARA	ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE CHECK TOTAL:	15,384.60 15,384.60
00388135	09/30/16	Heather Besecker Evans	MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	116.51 116.51
00388136	09/30/16	Jim's Music Center Inc	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	34.83 34.83
00388137	09/30/16	KRUGER TEAM SPORT	MATERIALS & SUPPLIES-INSTRUCT	0106011075	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	637.92 637.92
00388138	09/30/16	Laguna Graphic Arts In	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	324.00

LAGUNA BEACH USD 09/30/16 8:11 AM --req: ADMIN-----leg: 76 -----loc: ISSTAFF---job: 10660941 #J302--prog: CKS14 <1.02>--report id: CKOCLIST Page 2
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00388139	09/30/16	Lakeshore Learning Mat	MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	324.00
00388140	09/30/16	Plank Road Publishing	MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	180.77 180.77
00388141	09/30/16	Rutan & Tucker	AUGUST 2016	0104072000	5835	LEGAL EXPENSE CHECK TOTAL:	72.25 72.25
00388142	09/30/16	Sarah Benson	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	6,474.00 6,474.00
00388143	09/30/16	School Specialty Inc.	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	172.80 172.80
00388144	09/30/16		PARENT REIMBURSEMENT (LEGAL)	0104632900	5878	PARENT REIMBURSEMENT (LE CHECK TOTAL:	753.95 753.95
00388145	09/30/16	TIME Magazine	SUBSCRIPTIONS	0107011005	4368	SUBSCRIPTIONS CHECK TOTAL:	5,491.00 5,491.00
00388146	09/30/16	Ward's Natural Science	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	446.00 446.00
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	11.66
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	594.61
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	113.72
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	52.25
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	200.53
						CHECK TOTAL:	972.77
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							50,572.20
GRAND TOTAL							50,572.20

LAGUNA BEACH USD 10/03/16 Commercial Check Register Page 1
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00388147	10/03/16	Allstate Sign & Plaque	GENERAL SUPPLIES-NON INSTRUCT	0102477408	4340	GENERAL SUPPLIES-NON INS CHECK TOTAL:	359.76 359.76
00388148	10/03/16	ANCHOR ELECTRIC	ELECTRICAL REPAIRS ELECTRICAL REPAIRS	0107477408	5661	ELECTRICAL REPAIRS CHECK TOTAL:	279.00 209.00 488.00
00388149	10/03/16	Atkinson Andelson Loya	LEGAL EXPENSE LEGAL EXPENSE	0102397400	5835	LEGAL EXPENSE CHECK TOTAL:	532.88 976.50 1,509.38
00388150	10/03/16	Blue Ice Air and Heati	HVAC HVAC	0105477408	5660	HVAC CHECK TOTAL:	704.00 305.00 1,009.00
00388151	10/03/16	BrightView Landscape S	LANDSCAPE/IRRIGATION	0102477409	5680	LANDSCAPE/IRRIGATION CHECK TOTAL:	1,440.00 1,440.00
00388152	10/03/16	Buckle, Laura	ALL OTHER LOCAL REVENUE	0106005540	8699	ALL OTHER LOCAL REVENUE CHECK TOTAL:	100.00 100.00
00388153	10/03/16	Frontier California In	TELEPHONE SERVICE TELEPHONE SERVICE TELEPHONE SERVICE TELEPHONE SERVICE	0106477409	5920	TELEPHONE SERVICE CHECK TOTAL:	668.87 773.28 155.12 1,799.00 729.11 4,305.38
00388154	10/03/16	Ganahl Lumber	PLUMBING REPAIRS PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS CHECK TOTAL:	53.99 32.91 86.90
00388155	10/03/16	Golden State Paving Co	PAVING	0107477408	5607	PAVING CHECK TOTAL:	450.00 450.00
00388156	10/03/16	Granger	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS CHECK TOTAL:	26.19 26.19
00388157	10/03/16	Irvine Ranch Water Dis	SEWER FEES	0107477409	5555	SEWER FEES CHECK TOTAL:	249.45 249.45
00388158	10/03/16	Laguna Beach Water Dis	WATER - UTILITIES WATER - UTILITIES WATER - UTILITIES	0102477409	5530	WATER - UTILITIES CHECK TOTAL:	107.72 32.00 1,064.90

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00388159	10/03/16	PAPER RECYCLING AND SH	OTHER MAINTENANCE SERVICES	0105477409	5530	WATER - UTILITIES	463.59
				0102477409	5530	WATER - UTILITIES	67.53
				0105477409	5530	WATER - UTILITIES	972.70
				0105477409	5530	WATER - UTILITIES	29.87
				0105477409	5530	WATER - UTILITIES	313.47
				0106477409	5530	WATER - UTILITIES	9,031.93
				0105477409	5530	WATER - UTILITIES	72.14
				0105477409	5530	WATER - UTILITIES	6,474.89
				0105477409	5530	WATER - UTILITIES	308.08
				0105477409	5530	WATER - UTILITIES	19,297.61
						CHECK TOTAL:	
00388159	10/03/16	PAPER RECYCLING AND SH	OTHER MAINTENANCE SERVICES	0101377100	5692	OTHER MAINTENANCE SERV	50.00
						CHECK TOTAL:	50.00
00388160	10/03/16	Safety 1st Pest Contro	PEST CONTROL	0105477409	5550	PEST CONTROL	120.00
			PEST CONTROL	0106477409	5550	PEST CONTROL	120.00
			PEST CONTROL	0107477409	5550	PEST CONTROL	120.00
			PEST CONTROL	0108477409	5550	PEST CONTROL	120.00
			PEST CONTROL	0102477409	5550	PEST CONTROL	120.00
						CHECK TOTAL:	600.00
00388161	10/03/16	Southern Calif Gas Co.	UTILITIES - HEAT	0102477409	5510	UTILITIES - HEAT	30.08
			UTILITIES - HEAT	0108477409	5510	UTILITIES - HEAT	60.88
						CHECK TOTAL:	90.96
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							30,062.63
GRAND TOTAL							30,062.63

LAGUNA BEACH USD
TUE, OCT 04, 2016, 7:55 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: 100416

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00388162	10/04/16	Acorn Media	ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE CHECK TOTAL:	1,039.74 1,039.74
00388163	10/04/16	AmScope	EQUIPMENT - NEW	0106015040	4410	EQUIPMENT - NEW CHECK TOTAL:	9,719.56 9,719.56
00388164	10/04/16	Apple Computer Inc.	EQUIPMENT-COMPUTER EQUIPMENT-COMPUTER	0113017175	4460	EQUIPMENT-COMPUTER CHECK TOTAL:	4,607.20 4,607.20
00388165	10/04/16	CALIFORNIANS DEDICATED	10/9-10/11-STEM 10/9-10/11-STEM	0102013080	5220	TRAVEL & CONFERENCE CHECK TOTAL:	4,123.20 4,123.20
00388166	10/04/16	CENTENNIAL FARM FOUNDA	MISC OUTSIDE VENDOR	0108015570	5860	MISC OUTSIDE VENDOR CHECK TOTAL:	620.00 620.00
00388167	10/04/16	Certified Transportati	CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE CHECK TOTAL:	76.00 76.00
00388168	10/04/16	Chris Duddy	EQUIPMENT - NEW	0107091005	4410	EQUIPMENT - NEW CHECK TOTAL:	699.78 699.78
00388169	10/04/16	CRISIS PREVENTION INST	DUES & MEMBERSHIPS	0104132750	5310	DUES & MEMBERSHIPS CHECK TOTAL:	255.42 255.42
00388170	10/04/16	Follett School Solutio	TEXTBOOKS	0102014100	4100	TEXTBOOKS CHECK TOTAL:	150.00 150.00
00388171	10/04/16	Frey Scientific	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	1,200.75 1,200.75
00388172	10/04/16	Frontier California In	AUGUST 2016	0102477409	5920	TELEPHONE SERVICE CHECK TOTAL:	87.08 87.08
00388173	10/04/16	Ganahl Lumber	MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES CHECK TOTAL:	274.43 274.43
00388174	10/04/16	Go Rent-A-Van	CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE CHECK TOTAL:	67.52 67.52
00388175	10/04/16	Graininger	MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES CHECK TOTAL:	418.62 418.62
							486.14
							145.96
							145.96
							187.32
							381.35

LAGUNA BEACH USD 10/04/16 Commercial Check Register Page 2
 TUE, OCT 04, 2016, 7:55 AM --reg: ADMIN-----leg: 76 ----loc: ISSTAFF---[job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST
 SELECT Check ID's and Numbers: 768 ; Check Dates: 100416

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00388176	10/04/16	Houghton Mifflin Harco	ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE CHECK TOTAL:	569.67
00388177	10/04/16	Image IV	EQUIPMENT-LEASE/PURCHASE	0107011005	4420	EQUIPMENT-LEASE/PURCHASE CHECK TOTAL:	1,650.00
00388178	10/04/16	Image IV	EQUIPMENT-LEASE/PURCHASE	0107011005	4420	EQUIPMENT-LEASE/PURCHASE CHECK TOTAL:	132.64
00388179	10/04/16	KRUGER TEAM SPORT	MATERIALS & SUPPLIES-INSTRUCT	0106011075	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	323.96
00388180	10/04/16	MAX Interactive Inc	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES CHECK TOTAL:	589.90
00388181	10/04/16	OCDE	OUTSIDE PRINTING	0102175425	5870	OUTSIDE PRINTING CHECK TOTAL:	3,346.11
00388182	10/04/16	Office Depot	MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	16.20
00388183	10/04/16	Fitney Bowes	RENTAL EXPENSE	0106091008	5620	RENTAL EXPENSE CHECK TOTAL:	16.20
00388184	10/04/16	Rothman, Jesse	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	75.38
00388185	10/04/16	Scholastic Inc.	SUBSCRIPTIONS	0108011005	4368	SUBSCRIPTIONS CHECK TOTAL:	75.38
00388186	10/04/16	Southwest School and O	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	27.00
00388187	10/04/16	World Book Inc.	ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE CHECK TOTAL:	27.00
00388188	10/04/16	ZENDESK	ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE CHECK TOTAL:	136.88
00388189	10/04/16	SVA ARCHITECTS	ARCHITECTURAL DESIGN FEES	2508498410	6220	ARCHITECTURAL DESIGN FEE	125.61

LAGUNA BEACH USD 10/04/16 7:55 AM --req: ADMIN-----leg: 76 -----loc: ISSSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST Page 3
TUE, OCT 04, 2016, SELECT Check ID's and Numbers: 760 ; Check Dates: 100416

Check #	Registrar	Payee Name	Description	Key	Object	Object Description	Check Amount
			ARCHITECTURAL DESIGN FEES	2508498410	6220	ARCHITECTURAL DESIGN FEE	6,940.50
						CHECK TOTAL:	7,053.00
00388190	10/04/16	HI-TECH Cabling Inc.	REPLACE NON-INSTRUCT EQUIPMENT	4005498440	6520	REPLACE NON-INSTRUCT EQU	19,540.55
						CHECK TOTAL:	19,540.55
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							74,135.83
GRAND TOTAL							74,135.83

LACUNA BEACH USD 10/05/16 Commercial Check Register Page 1
 WED, OCT 05, 2016, 8:24 AM --req: ADMIN-----lag: 76 ----loc: ISSSTAT---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST
 SELECT Check ID's and Numbers: 768 ; Check Dates: 100516

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00388191	10/05/16	ACSA	DOES & MEMBERSHIPS	0106091008	5310	DOES & MEMBERSHIPS	1,059.00
			DOES & MEMBERSHIPS	0108091005	5310	DOES & MEMBERSHIPS	1,331.84
			DOES & MEMBERSHIPS	0106091008	5310	DOES & MEMBERSHIPS	1,058.32
						CHECK TOTAL:	3,509.16
00388192	10/05/16	CDW GOVERNMENT LLC	PRINTERS <\$250 & INK/SUPPLIES	0108011005	4322	PRINTERS <\$250 & INK/SUP	889.57
						CHECK TOTAL:	889.57
00388193	10/05/16	Follett School Solutio	TEXTBOOKS	0102014100	4100	TEXTBOOKS	2,816.64
						CHECK TOTAL:	2,816.64
00388194	10/05/16	Houghton Mifflin Harco	TEXTBOOKS	0102014041	4100	TEXTBOOKS	125,704.65
			TEXTBOOKS	0102014041	4100	TEXTBOOKS	7,877.56
			TEXTBOOKS	0102014041	4100	TEXTBOOKS	1,266.41
			TEXTBOOKS	0102014041	4100	TEXTBOOKS	10,657.35
						CHECK TOTAL:	145,505.97
00388195	10/05/16		SEPTEMBER 2016	0104632900	5878	PARENT REIMBURSEMENT (LE	2,620.00
						CHECK TOTAL:	2,620.00
00388196	10/05/16	OCDE	OTHER LOCAL AGENCY FEES	0104072000	5852	OTHER LOCAL AGENCY FEES	289.84
						CHECK TOTAL:	289.84
00388197	10/05/16	Ocean View School	TUITION	0104632210	5875	TUITION	12,520.33
						CHECK TOTAL:	12,520.33
00388198	10/05/16	Seaside Solutions	SEPTEMBER 2016	0104132980	5889	OTHER THERAPY	550.00
						CHECK TOTAL:	550.00
00388199	10/05/16	Southwest Binding & La	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	167.70
						CHECK TOTAL:	167.70
00388200	10/05/16	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	787.87
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	83.79
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	597.97
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	58.31
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	21.84
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	151.26
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	4.77
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	62.96
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	9.03
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	31.61
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	145.65
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	10.36

Check #	Registrar	Payee Name	Description	Key	Object	Object Description	Check Amount		
00388201	10/05/16		MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	409.02		
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	-82.59		
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	156.66		
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	30.65		
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	23.72		
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	259.93		
			MATERIALS & SUPPLIES-INSTRUCT	0105011075	4310	MATERIALS & SUPPLIES-INS	564.31		
			EQUIPMENT - NEW	0105011012	4410	EQUIPMENT - NEW	608.74		
			COPIER PAPER	0105011012	4312	COPIER PAPER	668.74		
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	21.04		
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	455.20		
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	48.49		
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	141.92		
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	113.75		
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	20.79		
			CHECK TOTAL:						5,405.79
			SEPTEMBER 2016	0104632900	5878	PARENT REIMBURSEMENT (LE			1,802.50
CHECK TOTAL:						1,802.50			
TOTAL FOR STOCK 76 Laguna Beach's check stock ID									
GRAND TOTAL									
						176,077.50			

LAGUNA BEACH USD 10/06/16 Commercial Check Register Page 1
 THU, OCT 06, 2016, 8:34 AM --req: ADMIN-----leg: 76 ----loc: ISSTATF---job: 10660941 #J302--prog: CR514 <1.02>--report id: CROCLIST
 SELECT Check ID's and Numbers: 768 ; Check Dates: 100616

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00388202	10/06/16	Abby Rozenberg	SEPTEMBER 2016	0104632900	5887	SPEECH THERAPY	750.00
						CHECK TOTAL:	750.00
00388203	10/06/16	Accelerate Learning In	MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS	25,783.27
			MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS	34,627.40
						CHECK TOTAL:	60,410.67
00388204	10/06/16	Acorn Media	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	265.62
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	184.03
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	201.15
						CHECK TOTAL:	650.80
00388205	10/06/16	Apple Computer Inc.	EQUIPMENT-COMPUTER	0113017175	4460	EQUIPMENT-COMPUTER	1,459.92
						CHECK TOTAL:	1,459.92
00388206	10/06/16	Bearcom	MISC OUTSIDE VENDOR	0106091008	5860	MISC OUTSIDE VENDOR	1,940.89
						CHECK TOTAL:	1,940.89
00388207	10/06/16		SEPTEMBER 2016	0104632900	5878	PARENT REIMBURSEMENT (LE	2,175.00
						CHECK TOTAL:	2,175.00
00388208	10/06/16	CDW GOVERNMENT LLC	EQUIPMENT-COMPUTER	0113457175	4460	EQUIPMENT-COMPUTER	773.27
						CHECK TOTAL:	773.27
00388209	10/06/16	Certified Transportati	CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	2,240.28
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	751.40
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	1,043.12
			MISC OUTSIDE VENDOR	0106015455	5860	MISC OUTSIDE VENDOR	4,007.30
						CHECK TOTAL:	8,042.10
00388210	10/06/16	Durham School Services	5/27-OCEAN INST	0107011005	5865	CHARTER BUS-ATHLETIC/FIE	147.45
						CHECK TOTAL:	147.45
00388211	10/06/16	Fisher Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	101.91
						CHECK TOTAL:	101.91
00388212	10/06/16		SEPTEMBER 2016	0104632900	5889	OTHER THERAPY	750.00
			SEPTEMBER 2016	0104632900	5889	OTHER THERAPY	1,350.00
						CHECK TOTAL:	2,100.00
00388213	10/06/16	Grainger	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	67.10
						CHECK TOTAL:	67.10
00388214	10/06/16	HAMPTON, SAMANTHA	REFRESHMENTS - NOT FOOD SERV	0105015060	4325	REFRESHMENTS - NOT FOOD	250.46

LAGUNA BEACH USD
THU, OCT 06, 2016, 8:34 AM --reg: ADMIN-----lay: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST Page 2

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00388215	10/06/16	Handwriting Without Te	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	250.46
00388216	10/06/16	HD SUPPLY CONSTRUCTION	MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES	0105477408 0105477408	4362 4362	MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES CHECK TOTAL:	274.44 274.44
00388217	10/06/16	Hellma USA Inc.	MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	404.90 142.56 547.46
00388218	10/06/16	ICE Cable Systems LLC	ELECTRICAL REPAIRS	0107477408	5661	ELECTRICAL REPAIRS CHECK TOTAL:	1,746.12 1,746.12
00388219	10/06/16	JENNIFER TONEY SPEECH	SEPTEMBER 2016	0104632900	5887	SPEECH THERAPY CHECK TOTAL:	1,217.44 1,217.44
00388220	10/06/16	Jim's Music Center Inc	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	6,672.50 6,672.50
00388221	10/06/16	Johnstone Supply	MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES	0106011008 0106011008	4310 4310	MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS CHECK TOTAL:	111.48 27.00 28.51 166.99
00388222	10/06/16	KRUGER TEAM SPORT	GENERAL SUPPLIES-NON INSTRUCT	0107477408	4362	MAINTENANCE SUPPLIES CHECK TOTAL:	117.68 1.77 119.45
00388223	10/06/16	LaMotte Company	MATERIALS & SUPPLIES-INSTRUCT	0105095060	4340	GENERAL SUPPLIES-NON INS CHECK TOTAL:	598.59 598.59
00388224	10/06/16	Marden Center of Educa	SEPTEMBER 2016	0105011012	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	550.31 550.31
00388225	10/06/16	Mary Blanton	MATERIALS & SUPPLIES-INSTRUCT	0104632210	5875	TUITION CHECK TOTAL:	10,883.48 10,883.48
00388226	10/06/16	Medco Supply Co.	MATERIALS & SUPPLIES-INSTRUCT	0107015040 0107015040	4310 4310	MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS CHECK TOTAL:	24.44 790.98 815.42
00388227	10/06/16	Office Depot	MATERIALS & SUPPLIES-INSTRUCT	0105011075	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	280.80 280.80
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS CHECK TOTAL:	11.19

LAGUNA BEACH USD 10/06/16 Commercial Check Register Page 3
 THU, OCT 06, 2016, 8:34 AM ---reg: ADMIN-----leg: 76 ---loc: ISSUANCE---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST
 SELECT Check ID's and Numbers: 768 ; Check Dates: 100516

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00388228	10/06/16	Palos Sports	GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	9.99
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	13.40
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	6.99
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	80.26
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	125.01
			PRINTERS <\$250 & INK/SUPPLIES	0102397406	4322	PRINTERS <\$250 & INK/SUP	64.36
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	33.36
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	63.18
						CHECK TOTAL:	407.74
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	205.63
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	242.88
						CHECK TOTAL:	448.51
00388229	10/06/16	Performance Casters an	EQUIPMENT - NEW	0104292600	4410	EQUIPMENT - NEW	1,104.18
						CHECK TOTAL:	1,104.18
00388230	10/06/16	PITNEY BOWES GLOBAL FI	RENTAL EXPENSE	0102397400	5620	RENTAL EXPENSE	231.91
						CHECK TOTAL:	231.91
00388231	10/06/16	PT FOR KIDS	SEPTEMBER 2016	0104632900	5886	PHYSICAL THERAPY	1,597.50
						CHECK TOTAL:	1,597.50
00388232	10/06/16	Randi Beckley	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	61.39
						CHECK TOTAL:	61.39
00388233	10/06/16		SEPTEMBER 2016	0104632900	5878	PARENT REIMBURSEMENT (LE	2,590.00
						CHECK TOTAL:	2,590.00
00388234	10/06/16	Steven Bogusiewicz	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	94.19
						CHECK TOTAL:	94.19
00388235	10/06/16	The LaunchPad Therapy	SEPTEMBER 2016	0104632900	5885	OCCUPATIONAL THERAPY	805.00
						CHECK TOTAL:	805.00
00388236	10/06/16	VISTA HIGHER LEARNING I	TEXTBOOKS	0102014100	4100	TEXTBOOKS	54,027.11
						CHECK TOTAL:	54,027.11
00388237	10/06/16	Ward's Natural Science	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	282.90
						CHECK TOTAL:	282.90
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							164,393.00

LAGUNA BEACH USD
THU, OCT 06, 2016,

8:34 AM
---reg: ADMIN-----

10/06/16
---leg: 76

Commercial Check Register
ISSUANCE---job: 10660941 #J302---prog: CK514 <1.02>---report id: CK0CLIST

SELECT Check ID's and Numbers: 768 ; Check Dates: 100616

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
GRAND TOTAL							164,393.00

LAGUNA BEACH USD 10/07/16 8:18 AM --req: ADMIN-----leg: 76 -----loc: ISSTAFF-----job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST Page 1
 SELECT Check ID's and Numbers: 76 ; Check Dates: 100716

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00388238	10/07/16	BLICK ART MATERIALS	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	559.50 559.50
00388239	10/07/16	CDW GOVERNMENT LLC	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES CHECK TOTAL:	17.45 17.45
00388240	10/07/16	Certified Transportati	MISC OUTSIDE VENDOR	0106015455	5860	MISC OUTSIDE VENDOR CHECK TOTAL:	3,158.16 3,158.16
00388241	10/07/16	Dick Blick	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	477.09 477.09
00388242	10/07/16	ELS US INC.	EQUIPMENT - NEW EQUIPMENT - NEW	0113068640 0113017175	6410 6410	EQUIPMENT - NEW EQUIPMENT - NEW CHECK TOTAL:	14,980.12 8,012.41 22,992.53
00388243	10/07/16	FLOCAULARY	ANNUAL SOFTWARE LICENSE FEE	0107011005	5805	ANNUAL SOFTWARES LICENSE CHECK TOTAL:	96.00 96.00
00388244	10/07/16	Follett School Solutio	TEXTBOOKS	0102014100	4100	TEXTBOOKS CHECK TOTAL:	190.83 190.83
00388245	10/07/16	Frey Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	328.10 328.10
00388246	10/07/16	Jim's Music Center Inc	MATERIALS & SUPPLIES-INSTRUCT EQUIPMENT - NEW	0106015040 0106011008	4310 4410	MATERIALS & SUPPLIES-INS EQUIPMENT - NEW CHECK TOTAL:	292.08 1,242.00 1,534.08
00388247	10/07/16	JW Pepper	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	187.87 187.87
00388248	10/07/16	Pearson Assessments	TESTS/SCORING	0104613150	4330	TESTS/SCORING CHECK TOTAL:	166.60 166.60
00388249	10/07/16	School Specialty Inc.	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	280.97 280.97
00388250	10/07/16	SIERRA SCHOOL EQUIPMEN	EQUIPMENT - NEW	0107011005	4410	EQUIPMENT - NEW CHECK TOTAL:	416.57 416.57
00388251	10/07/16	SOUTHWEST STRINGS	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	656.95 656.95

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LAGUNA BEACH USD          10/07/16          Commercial Check Register
FRI, OCT 07, 2016,      8:18 AM --req: ADMIN-----leg: 76 ----loc: ISSSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST
SELECT Check ID's and Numbers: 760 ; Check Dates: 100716

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Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	31,062.70
			GRAND TOTAL				31,062.70

LAGUNA BEACH USD 10/10/16 Commercial Check Register
 MON, OCT 10, 2016, 7:56 AM --req: ADMIN-----leg: 76 ----loc: ISSTAFF---Job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST Page 1
 SELECT Check ID's and Numbers: 760 ; Check Dates: 101016

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00388252	10/10/16	Aardvark Clay & Suppli	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	440.55 440.55
00388253	10/10/16	Bearcom	GENERAL SUPPLIES-NON INSTRUCT EQUIPMENT - NEW	0105095060 0108477409	4340 4410	GENERAL SUPPLIES-NON INS EQUIPMENT - NEW CHECK TOTAL:	688.31 2,146.72 2,835.03
00388254	10/10/16	Clovard, Tami	MEETING EXPENSE-NON FOOD	0110397140	5230	MEETING EXPENSE-NON FOOD CHECK TOTAL:	198.00 198.00
00388255	10/10/16	COAST TO COAST COMPUTE	PRINTERS <\$250 & INK/SUPPLIES	0105011012	4322	PRINTERS <\$250 & INK/SUP CHECK TOTAL:	496.80 496.80
00388256	10/10/16	Follett School Solutio	TEXTBOOKS	0102014100	4100	TEXTBOOKS CHECK TOTAL:	604.69 604.69
00388257	10/10/16	Gunthers/Riddell	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	9,976.56 9,976.56
00388258	10/10/16	Jim's Music Center Inc	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0106011008 0106011008 0106011008	4310 4310 4310	MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS CHECK TOTAL:	83.00 34.93 17.19 135.12
00388259	10/10/16	lynda.com from Linked	ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE CHECK TOTAL:	8,500.00 8,500.00
00388260	10/10/16	Myregard, Amanda	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	161.84 161.84
00388261	10/10/16	NICK RAIL MUSIC	EQUIPMENT - NEW	0102015940	4410	EQUIPMENT - NEW CHECK TOTAL:	725.63 725.63
00388262	10/10/16	Orange County Therapy	SEPTEMBER 2016 SEPTEMBER 2016	0104632900 0104632900	5885 5885	PHYSICAL THERAPY OCCUPATIONAL THERAPY CHECK TOTAL:	595.00 17,935.00 18,530.00
00388263	10/10/16	Scholastic Inc.	MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	307.62 307.62
00388264	10/10/16	Scholastic Inc.	SUBSCRIPTIONS	0108011005	4368	SUBSCRIPTIONS CHECK TOTAL:	3,824.45 3,824.45
00388265	10/10/16		SEPTEMBER 2016	0104632900	5878	PARENT REIMBURSEMENT (LE	2,350.00

LAGUNA BEACH USD 10/10/16 Commercial Check Register Page 2
 MON, OCT 10, 2016, 7:56 AM --req: ADMIN-----leg: 76 -----loc: ISSSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST
 SELECT Check ID's and Numbers: 768 ; Check Dates: 101016

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00388266	10/10/16	Southern California Se	SEPTEMBER 2016 -ACAD ENRICH	0104632900	5878	PARENT REIMBURSEMENT (LE	750.00
						CHECK TOTAL:	3,100.00
00388267	10/10/16	Staples Advantage	OUTSIDE ASSESSMENT FEES	0102172850	5895	OUTSIDE ASSESSMENT FEES	2,408.00
						CHECK TOTAL:	2,408.00
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	21.10
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	28.03
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	18.26
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	52.13
			COPIER PAPER	0105011012	4312	COPIER PAPER	668.74
						CHECK TOTAL:	788.26
00388268	10/10/16	UPS	POSTAGE	0110397140	5910	POSTAGE	4.31
			POSTAGE	0113457175	5910	POSTAGE	25.48
			POSTAGE	0113457175	5910	POSTAGE	-7.13
						CHECK TOTAL:	22.66
00388269	10/10/16	Ward's Natural Science	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	1,068.15
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	1,203.56
						CHECK TOTAL:	1,271.71
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							54,326.92
GRAND TOTAL							54,326.92

LAGUNA BEACH USD 10/12/16 8:18 AM --reg: ADMIN-----leg: 76 -----loc: ISSSTAFF-----job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST Page 1
WED, OCT 12, 2016, SELECT Check ID's and Numbers: 766 ; Check Dates: 101216

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00388270	10/12/16	ALL CITY MANAGEMENT SE	MISC OUTSIDE VENDOR	0106098040	5860	MISC OUTSIDE VENDOR CHECK TOTAL:	274.24 274.24
00388271	10/12/16	American Leak Detectio	SITE IMPROVEMNT-OTHER(SPECIFY)	0106477408	6135	SITE IMPROVEMNT-OTHER(SP CHECK TOTAL:	260,115.09 260,115.09
00388272	10/12/16	Bergen, Ann	TRAVEL & CONFERENCE	0105111012	5220	TRAVEL & CONFERENCE CHECK TOTAL:	60.00 60.00
00388273	10/12/16	Blus Ice Air and Heati	HVAC	0108477408	5660	HVAC	205.00
			HVAC	0108477408	5660	HVAC	795.00
00388274	10/12/16	Compets Performance LL	MISC OUTSIDE VENDOR	0110397140	5860	MISC OUTSIDE VENDOR CHECK TOTAL:	1,000.00 280.00
00388275	10/12/16	Dan's Thermal Services	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES CHECK TOTAL:	280.00 85.00
00388276	10/12/16	Donna Todd	REFRESHMENTS - NOT FOOD SERV	0109037150	4325	REFRESHMENTS - NOT FOOD	85.00
			REFRESHMENTS - NOT FOOD SERV	0109037150	4325	REFRESHMENTS - NOT FOOD	72.30
			GENERAL SUPPLIES-NON INSTRUCT	0109037150	4340	GENERAL SUPPLIES-NON INS	33.46
			REFRESHMENTS - NOT FOOD SERV	0109037150	4325	REFRESHMENTS - NOT FOOD	14.90
			GENERAL SUPPLIES-NON INSTRUCT	0109037150	4340	GENERAL SUPPLIES-NON INS	13.86
00388277	10/12/16	Ganahl Lumber	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	43.04
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	177.56
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	19.82
00388278	10/12/16	Grainger	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS CHECK TOTAL:	107.99 17.78 145.59
00388279	10/12/16	Howland, Pam	REFRESHMENTS - NOT FOOD SERV	0109037150	4325	REFRESHMENTS - NOT FOOD CHECK TOTAL:	1,073.95 1,073.95
00388280	10/12/16	Klepp Industries	MISC OUTSIDE VENDOR	0102395980	5860	MISC OUTSIDE VENDOR CHECK TOTAL:	42.79 42.79
00388281	10/12/16	KYA SERVICES LLC	FLOOR COVERING	0105477408	5604	FLOOR COVERING CHECK TOTAL:	8,840.00 8,840.00
00388282	10/12/16	LAGUNA CANYON SMOG INC	VEHICLE REPAIR	0102477408	5640	VEHICLE REPAIR CHECK TOTAL:	2,164.60 2,164.60 63.75

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00388283	10/12/16	Midas of Laguna Beach	VEHICLE REPAIR	0102477408	5640	VEHICLE REPAIR	63.75
			VEHICLE REPAIR	0102477408	5640	VEHICLE REPAIR	1,523.16
			VEHICLE REPAIR	0102477408	5640	VEHICLE REPAIR	150.85
						CHECK TOTAL:	735.24
00388284	10/12/16	Myers, Andy	FEES TRANSPORTATION FR INDIV	0100006700	8675	FEES TRANSPORTATION FR I	2,409.25
						CHECK TOTAL:	158.00
00388285	10/12/16	Office Depot	GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	158.00
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	154.74
						CHECK TOTAL:	-36.71
00388286	10/12/16	Pacific Sign Center	GENERAL SUPPLIES-NON INSTRUCT	0102477408	4340	GENERAL SUPPLIES-NON INS	118.03
						CHECK TOTAL:	68.04
00388287	10/12/16	Pocock Design Solution	PLUMBING REPAIRS	0106477408	5662	PLUMBING REPAIRS	68.04
			SITE IMPROVEMENT-OTHER(SPECIFY)	0106477408	6135	SITE IMPROVEMENT-OTHER (SP	2,100.00
						CHECK TOTAL:	6,200.00
00388288	10/12/16	Pro Line Gymnasium Flo	CONTRACT SERVICES	0106477408	5610	CONTRACT SERVICES	8,300.00
						CHECK TOTAL:	2,500.00
00388289	10/12/16	ROOTX	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	281.20
						CHECK TOTAL:	281.20
00388290	10/12/16	SCHNEIDER ELECTRIC BUI	HVAC	0105477408	5660	HVAC	40,146.86
						CHECK TOTAL:	40,146.86
00388291	10/12/16	SimplexGrinnell	ALARM MONITORING	0107477409	5560	ALARM MONITORING	1,197.00
						CHECK TOTAL:	1,197.00
00388292	10/12/16	Smardan Supply Co	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	249.13
						CHECK TOTAL:	249.13
00388293	10/12/16	SO. CALIF. FLAGPOLE	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	929.60
						CHECK TOTAL:	929.60
00388294	10/12/16	Southern Calif Gas Co.	UTILITIES - HEAT	0105477409	5510	UTILITIES - HEAT	14.30
						CHECK TOTAL:	14.30
00388295	10/12/16	Southern California Ed	LIGHT & POWER	0108477409	5520	LIGHT & POWER	10,407.74
			LIGHT & POWER	0102477409	5520	LIGHT & POWER	33.32

LAGUNA BEACH USD 10/12/16 Commercial Check Register Page 3
 WED, OCT 12, 2016, 8:18 AM --req: ADMIN-----leg: 75 -----loc: ISSSTAFF-----job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST
 SELECT Check ID's and Numbers: 768 ; Check Dates: 101216

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00388296	10/12/16	U.S. Bank National Ass	MATERIALS & SUPPLIES-INSTRUCT	0102017400	4310	MATERIALS & SUPPLIES-INS	10,441.06
						CHECK TOTAL:	1,787.19
00388297	10/12/16	Valousky, Jennifer	TRAVEL & CONFERENCE	0110397140	5220	TRAVEL & CONFERENCE	1,787.19
						CHECK TOTAL:	26.67
00388298	10/12/16	VERTICAL TRANSPORT INC	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	26.67
						CHECK TOTAL:	4,663.10
00388299	10/12/16	Waste Management of OC	TRASH - UTILITIES	0105477409	5540	TRASH - UTILITIES	4,663.10
			TRASH - UTILITIES	0106477409	5540	TRASH - UTILITIES	1,489.84
			TRASH - UTILITIES	0102477409	5540	TRASH - UTILITIES	584.37
			TRASH - UTILITIES	0107477409	5540	TRASH - UTILITIES	275.33
			TRASH - UTILITIES	0108477409	5540	TRASH - UTILITIES	509.68
						CHECK TOTAL:	429.64
00388300	10/12/16	AGR Wholesale Distribn	FOOD	1302277426	4700	FOOD	3,288.86
			FOOD	1302277426	4700	FOOD	96.94
			FOOD	1302277426	4700	FOOD	151.96
			FOOD	1302277426	4700	FOOD	920.73
			FOOD	1302277426	4700	FOOD	490.08
			FOOD	1302277426	4700	FOOD	642.33
			FOOD	1302277426	4700	FOOD	145.92
			FOOD	1302277426	4700	FOOD	142.54
			FOOD	1302277426	4700	FOOD	93.45
			FOOD	1302277426	4700	FOOD	354.93
			FOOD	1302277426	4700	FOOD	36.99
						CHECK TOTAL:	3,075.87
00388301	10/12/16	Bread Artisan Bakery L	FOOD	1302277426	4700	FOOD	145.68
						CHECK TOTAL:	145.68
00388302	10/12/16	Gold Star Foods	FOOD	1302277426	4700	FOOD	-27.87
			FOOD	1302277426	4700	FOOD	171.22
			FOOD	1302277426	4700	FOOD	171.22
			FOOD	1302277426	4700	FOOD	252.31
			FOOD	1302277426	4700	FOOD	341.12
			FOOD	1302277426	4700	FOOD	550.86
			FOOD	1302277426	4700	FOOD	628.33
			FOOD	1302277426	4700	FOOD	106.41
			FOOD	1302277426	4700	FOOD	22.98
			FOOD	1302277426	4700	FOOD	476.03
			FOOD	1302277426	4700	FOOD	415.72

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00388303	10/12/16	Hollandia Dairy Inc	FOOD	1302277426	4700	FOOD	354.68
			FOOD	1302277426	4700	FOOD	369.10
			FOOD	1302277426	4700	FOOD	102.69
						CHECK TOTAL:	3,934.80
			FOOD	1302277426	4700	FOOD	155.66
			FOOD	1302277426	4700	FOOD	89.67
			FOOD	1302277426	4700	FOOD	64.48
			FOOD	1302277426	4700	FOOD	67.31
			FOOD	1302277426	4700	FOOD	223.27
			FOOD	1302277426	4700	FOOD	69.39
			FOOD	1302277426	4700	FOOD	117.25
			FOOD	1302277426	4700	FOOD	128.66
00388304	10/12/16	Mandarin King	FOOD	1302277426	4700	FOOD	100.91
			FOOD	1302277426	4700	FOOD	102.71
			FOOD	1302277426	4700	FOOD	119.65
			FOOD	1302277426	4700	FOOD	102.44
			FOOD	1302277426	4700	FOOD	61.19
			FOOD	1302277426	4700	FOOD	80.17
			FOOD	1302277426	4700	FOOD	64.13
			FOOD	1302277426	4700	FOOD	195.61
			FOOD	1302277426	4700	FOOD	107.09
			FOOD	1302277426	4700	FOOD	103.15
			FOOD	1302277426	4700	FOOD	129.31
			FOOD	1302277426	4700	FOOD	103.15
						CHECK TOTAL:	2,185.20
00388305	10/12/16	STIX HOLDINGS LLC	FOOD	1302277426	4700	FOOD	240.00
			FOOD	1302277426	4700	FOOD	290.00
			FOOD	1302277426	4700	FOOD	240.00
						CHECK TOTAL:	1,010.00
00388306	10/12/16	STRAUB DISTRIBUTING CO	FOOD	1302277426	4700	FOOD	222.75
			FOOD	1302277426	4700	FOOD	136.00
			FOOD	1302277426	4700	FOOD	198.00
			FOOD	1302277426	4700	FOOD	149.50
00388307	10/12/16	STRAUB DISTRIBUTING CO	FOOD	1302277426	4700	FOOD	189.75
			FOOD	1302277426	4700	FOOD	898.00
			FOOD	1302277426	4700	FOOD	177.35
			FOOD	1302277426	4700	FOOD	267.75
						CHECK TOTAL:	445.10

LAGUNA BEACH USD 10/12/16 Commercial Check Register Page 5
 WED, OCT 12, 2016, 8:18 AM --reg: ADMIN-----leg: 76 ---loc: ISSSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST
 SELECT Check ID's and Numbers: 760 ; Check Dates: 101216

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00388307	10/12/16	SUNRISE PRODUCE	FOOD	1302277426	4700	FOOD	40.89
			FOOD	1302277426	4700	FOOD	198.42
			FOOD	1302277426	4700	FOOD	40.67
			FOOD	1302277426	4700	FOOD	157.10
			FOOD	1302277426	4700	FOOD	46.80
			FOOD	1302277426	4700	FOOD	133.15
			FOOD	1302277426	4700	FOOD	48.16
			FOOD	1302277426	4700	FOOD	176.99
			FOOD	1302277426	4700	FOOD	144.65
			FOOD	1302277426	4700	FOOD	106.12
			FOOD	1302277426	4700	FOOD	57.10
			FOOD	1302277426	4700	FOOD	201.65
			FOOD	1302277426	4700	FOOD	41.55
			FOOD	1302277426	4700	FOOD	116.72
			FOOD	1302277426	4700	FOOD	200.34
			FOOD	1302277426	4700	FOOD	60.36
			FOOD	1302277426	4700	FOOD	38.13
			FOOD	1302277426	4700	FOOD	171.37
			FOOD	1302277426	4700	FOOD	71.45
			FOOD	1302277426	4700	FOOD	32.20
			FOOD	1302277426	4700	FOOD	-3.25
			FOOD	1302277426	4700	FOOD	50.54
			FOOD	1302277426	4700	FOOD	-6.81
			FOOD	1302277426	4700	FOOD	-71.40
			FOOD	1302277426	4700	FOOD	-29.20
			FOOD	1302277426	4700	FOOD	187.79
			FOOD	1302277426	4700	FOOD	2,213.49
			FOOD			CHECK TOTAL:	
00388308	10/12/16	Z PIZZA INC	FOOD	1302277426	4700	FOOD	171.00
			FOOD	1302277426	4700	FOOD	192.00
			FOOD	1302277426	4700	FOOD	153.00
			FOOD	1302277426	4700	FOOD	140.00
			FOOD	1302277426	4700	FOOD	228.00
			FOOD	1302277426	4700	FOOD	110.00
			FOOD	1302277426	4700	FOOD	153.00
			FOOD	1302277426	4700	FOOD	162.00
			FOOD			CHECK TOTAL:	1,309.00
00388309	10/12/16	MOBILE MODULAR MANAGEM	RENTAL EXPENSE	2506498410	5620	RENTAL EXPENSE	586.00
			RENTAL EXPENSE			CHECK TOTAL:	586.00
						TOTAL FOR STOCK 76	366,704.00
						Laguna Beach's check stock ID	

LAGUNA BEACH USD
WED, OCT 12, 2016,
SELECT Check ID's and Numbers: 750 ; Check Dates: 101216

10/12/16
8:18 AM --reg: ADMIN-----leg: 76 -----loc: ISSUAF-----job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

Commercial Check Register
Page 6

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
GRAND TOTAL							366,704.00

LACUNA BEACH USD 10/14/16
 FEB, OCT 14, 2016, 8:14 AM ---reg: ADMIN-----leg: 76 ---loc: ISSSTAFF---job: 10660941 #J302---prog: CR514 <1.02>---report id: CNOCLIST
 SELECT Check ID's and Numbers: 766 ; Check Dates: 101416

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00388310	10/14/16	Alan Kawaratani	MATERIALS & SUPPLIES-INSTRUCT	0105011075	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	56.00 56.00
00388311	10/14/16	Certified Transportati	CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE CHECK TOTAL:	732.12 732.12
00388312	10/14/16	Cox Communications	OCTOBER 2016 OCTOBER 2016 OCTOBER 2016	0113457175 0113457175 0113457175	5940	INTERNET CONNECTIVITY INTERNET CONNECTIVITY INTERNET CONNECTIVITY CHECK TOTAL:	223.77 8,455.50 195.32 8,874.59
00388313	10/14/16	Culver Newlin Inc.	EQUIPMENT - NEW EQUIPMENT - NEW	0113018640 0113018640	6410 4410	EQUIPMENT - NEW EQUIPMENT - NEW CHECK TOTAL:	22,335.75 2,542.92 24,878.67
00388314	10/14/16	Curriculum Associates	TEXTBOOKS	0102014105	4100	TEXTBOOKS CHECK TOTAL:	549.64 549.64
00388315	10/14/16	Fluid Sound	COMPUTER REPAIRS/MAINTENANCE COMPUTER REPAIRS/MAINTENANCE COMPUTER REPAIRS/MAINTENANCE	0113457175 0113457175 0113457175	5630 5630 5630	COMPUTER REPAIRS/MAINTEN COMPUTER REPAIRS/MAINTEN COMPUTER REPAIRS/MAINTEN CHECK TOTAL:	625.00 279.38 250.00 1,154.38
00388316	10/14/16	Follett School Solutio	TEXTBOOKS	0102014100	4100	TEXTBOOKS CHECK TOTAL:	2,263.68 2,263.68
00388317	10/14/16	Golden, Timothy	9/12- BUDGET BASICS CONF	0102397406	5220	TRAVEL & CONFERENCE CHECK TOTAL:	18.68 18.68
00388318	10/14/16	Grainger	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES CHECK TOTAL:	248.64 248.64
00388319	10/14/16	Handwriting Without Te	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	169.29 169.29
00388320	10/14/16	Houghton Mifflin Harco	ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE CHECK TOTAL:	3,520.00 3,520.00
00388321	10/14/16	Josten's	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	3,043.67 3,043.67
00388322	10/14/16	McNeely, Amy	GENERAL SUPPLIES-NON INSTRUCT	0106091008	4340	GENERAL SUPPLIES-NON INS CHECK TOTAL:	47.56 47.56

Check #	Registrar	Payee Name	Description	Key	Object	Object Description	Check Amount
00388323	10/14/16	Malatragno, Albert J.	CONSULTANTS-OTHER	0104292600	5831	CONSULTANTS-OTHER	87.50
						CHECK TOTAL:	87.50
00388324	10/14/16	OCDE	CONSULTANTS-INSTRUCTIONAL	0113457175	5830	CONSULTANTS-INSTRUCTIONAL	300.00
			CONSULTANTS-INSTRUCTIONAL	0102015380	5830	CONSULTANTS-INSTRUCTIONAL	750.00
						CHECK TOTAL:	1,050.00
00388325	10/14/16	Office Depot	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	325.76
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	238.50
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	567.79
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	2,161.82
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	2,161.82
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	1,602.34
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	90.78
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	23.74
			GENERAL SUPPLIES-NON INSTRUCT	0109397150	4340	GENERAL SUPPLIES-NON INS	67.62
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	21.58
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	6.59
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	71.00
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	36.35
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	4.53
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	130.89
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	108.84
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	132.26
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	155.60
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	-71.06
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	3.89
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	742.44
						CHECK TOTAL:	8,583.08
00388326	10/14/16	Pro Ed	TESTS/SCORING	0104613150	4330	TESTS/SCORING	110.00
						CHECK TOTAL:	110.00
00388327	10/14/16	SELWAY, SOMER	MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS	27.35
						CHECK TOTAL:	27.35
00388328	10/14/16	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	281.88
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	36.27
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	41.90
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	348.43
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	141.83
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	123.41
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	268.16
						CHECK TOTAL:	99.93

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00388329	10/14/16	U.S. Postmaster	POSTAGE	0106011008	4310	MATERIALS & SUPPLIES-INS	33.96
				0106011008	4310	MATERIALS & SUPPLIES-INS	36.28
				0106011008	4310	MATERIALS & SUPPLIES-INS	49.39
				0106011008	4310	MATERIALS & SUPPLIES-INS	20.84
				0106011008	4310	MATERIALS & SUPPLIES-INS	57.46
				0106011008	4310	MATERIALS & SUPPLIES-INS	114.37
				0106011008	4310	MATERIALS & SUPPLIES-INS	426.52
				0106011008	4310	MATERIALS & SUPPLIES-INS	76.06
				0106011008	4310	MATERIALS & SUPPLIES-INS	8.45
				0106011008	4310	MATERIALS & SUPPLIES-INS	51.94
						CHECK TOTAL:	2,217.08
00388330	10/14/16	Verizon Wireless LA	SEPTEMBER 2016	0107011005	5910	POSTAGE	94.00
						CHECK TOTAL:	94.00
00388331	10/14/16	Ward's Natural Science		0113457175	5930	MOBILE COMMUNICATIONS	5,433.09
						CHECK TOTAL:	5,433.09
00388332	10/14/16	Wonder Workshop Inc		0105011012	4310	MATERIALS & SUPPLIES-INS	22.53
						CHECK TOTAL:	22.53
00388333	10/14/16	Yamaha Golf Cars of Ca	EQUIPMENT - NEW	0108015040	4310	MATERIALS & SUPPLIES-INS	2,816.50
						CHECK TOTAL:	2,816.50
				0105491075	6410	EQUIPMENT - NEW	10,478.80
						CHECK TOTAL:	10,478.80
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							76,477.85
GRAND TOTAL							76,477.85

Laguna Beach Unified School District

7.j. CONSENT/ACTION

October 24, 2016

**Approval: Ratification of Certificated Payroll 3A in the Amount of \$2,141,762.07
 Ratification of Classified Payroll 3B in the Amount of \$682,994.68**

Proposal

It is proposed that the Board of Education ratify the expenditure of funds from the General Fund to cover:

1. Certificated Payroll 3A in the amount of \$2,141,762.07; and,
2. Classified Payroll 3B in the amount of \$682,994.68 for the month of October 2016 totaling \$2,824,756.75.

Background

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

Recommended Action

It is recommended that the Board of Education approve:

1. Certificated Payroll 3A in the amount of \$2,141,762.07; and,
2. Classified Payroll 3B in the amount of \$682,994.68 for the month of October 2016 totaling \$2,824,756.75.

Laguna Beach Unified School District

7.k. CONSENT/ACTION

October 24, 2016

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 September 2016 Treasurer's Management Report from the Orange County Treasurer's Office and the September 2016, 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

September 30, 2016

As of September 30, 2016, Laguna Beach Unified School District had the following deposits:

At the Orange County Treasury

General Fund	\$ 5,305,504
Adult Education	72,338
Cafeteria Fund	152,383
Special Reserve Other Than C/O	10,031,032
Capital Facilities Fund	197,303
Special Reserve Fund – FRRP	5,973,887
Special Reserve – Aliso Property	5,688,948
Special Reserve – Capital Imp Plan	<u>3,220,682</u>

Total in County Treasury **\$30,642,077**

At Wells Fargo Bank

LBUSD Revolving Cash Account	\$ 12,887
Miscellaneous Clearing Account	384,916
Cafeteria Fund Clearing Account	55,958
Laguna Beach High School Student Body Account - Savings	79,770
Thurston Student Body Account – Checking	<u>32,011</u>

Total in Wells Fargo Bank **\$ 565,542**

At Citizen's Business Bank

Laguna Beach High School Student Body Account – Checking	\$ 121,140
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At U.S. Bank

Community Facilities District No. 98-1 (Crystal Cove)	
Bond Administration Fund	\$ 23,659

CalPERS

CERBT Strategy 3	\$ 2,385,154
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ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
FOR THE MONTH AND QUARTER ENDED: SEPTEMBER 30, 2016

INVESTMENT STATISTICS - By Investment Pool*

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 9/30/16	MONTHLY Gross Yield	QUARTER Gross Yield	Current NAV
COMBINED POOL BALANCES (includes the Extended Fund)						
Orange County Investment Pool (OCIP)	MARKET Value \$ 3,614,805,346 COST (Capital) \$ 3,622,052,962 MONTHLY AVG Balance \$ 3,617,672,358 QUARTERLY AVG Balance \$ 3,546,994,593 BOOK Value \$ 3,609,366,041	409	0.83%	0.83%	0.81%	1.00
Orange County Educational Investment Pool (OCEIP)	MARKET Value \$ 3,851,988,165 COST (Capital) \$ 3,858,815,848 MONTHLY AVG Balance \$ 3,834,201,403 QUARTERLY AVG Balance \$ 3,981,385,040 BOOK Value \$ 3,848,913,882	360	0.78%	0.78%	0.74%	1.00

INVESTMENT STATISTICS - Non Pooled Investments**

DESCRIPTION	CURRENT BALANCE	BOOK BALANCE BY INVESTMENT TYPE
Specific Investment		
Funds:		
100, 15B, 283, 505, 660 FVSD	MARKET Value \$ 153,798,475 COST (Capital) \$ 153,594,677 MONTHLY AVG Balance \$ 151,350,302 QUARTERLY AVG Balance \$ 246,145,868 BOOK Value \$ 153,458,884	County General-Tax Exempt Non AMT \$ 67,348,193 John Wayne Airport Investment Fund 50,255,817 Repurchase Agreement 1,081,500 Fountain Valley School District Fund 40 34,909,367
		\$ 153,594,677

MONTH END TOTALS

INVESTMENTS & CASH	FUND ACCOUNTING & SPECIFIC INVESTMENTS
COUNTY MONEY MARKET FUND (OCMMF)	
County Money Market Fund \$ 751,834,049	County Funds \$ 3,638,203,714
County Cash 17,150,752	Educational Funds 3,861,083,648
EXTENDED FUND 5,508,118,913	Specific Investment Funds 153,594,877
EDUCATIONAL MONEY MARKET FUND (OCEMMF)	Non Pooled Cash 8,750,145
Educational Money Market Fund 1,220,815,848	
Educational Cash 2,247,689	
NON POOLED INVESTMENTS	
Non Pooled Investments @ Coat 153,594,677	
Non Pooled Cash 8,750,145	
\$ 7,662,612,084	\$ 7,662,612,084

KEY POOL STATISTICS

INTEREST RATE YIELD	WEIGHTED AVERAGE MATURITY (WAM)
OCMMF - MONTHLY GROSS YIELD 0.45%	OCMMF 59
OCEMMF - MONTHLY GROSS YIELD 0.51%	OCEMMF 55
JOHN WAYNE AIRPORT - MONTHLY GROSS YIELD 0.50%	JOHN WAYNE AIRPORT WAM 55
OCIP - YTD NET YIELD*** 0.74%	LGIP WAM (Standard & Poors) 43
OCEIP - YTD NET YIELD*** 0.88%	
90-DAY T-BILL YIELD - MONTHLY AVERAGE 0.28%	

7.1. CONSENT/ACTION

October 24, 2016

Approval: Agreement with Harbottle Law Group for General and Special Education Legal Counsel with a Not-to-Exceed Amount of \$30,000 for the 2016-2017 School Year

Proposal

Staff proposes the Board of Education authorize the agreement with the Harbottle Law Group for general legal counsel with a not-to-exceed amount of \$30,000.

Background

- The Harbottle Law Group will provide general and special education legal services to include:
 - Opinions and consultations;
 - Section 504 services and training;
 - Representation before administrative bodies; and,
 - Preparing and conducting School District litigation.

The Harbottle Law Group's standard hourly rate for general legal counsel ranges from \$190 - \$195 per hour.

Budget Impact

The projected cost for this service is approximately \$30,000.00.

Recommended Action

Staff recommends the Board of Education approve the agreement with the Harbottle Law Group for special education legal counsel for the 2016-2017 school year, with a not-to-exceed amount of \$30,000.

RETAINER AGREEMENT BETWEEN HARBOTTLE LAW GROUP AND

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Effective October 24, 2016 through June 30, 2017

This attorney retainer agreement is entered into by and between Harbottle Law Group ("HLG") on one hand, and Laguna Beach Unified School District ("Client") on the other, effective October 24, 2016 through June 30, 2017.

1. **Scope of Work and Duties.** Client hires HLG to advise Client and perform general legal services for Client and such other and further matters as Client and HLG from time to time agree upon. HLG will perform these services, will keep Client informed of progress, and will respond to Client's inquiries.

2. **Client's Duties.** Client agrees to provide HLG such information, assistance and cooperation as is necessary for HLG to effectively perform its services under this Agreement. Client shall timely pay HLG's bills for fees and costs.

Client shall keep HLG advised of Client's address, telephone numbers, and other pertinent contact information during the pendency of this Agreement.

3. **Legal Fees, Billing Practices and Personnel.**

HLG's fees will be charged on an hourly basis for all time actually expended and are generally billed monthly. The payment of such bills will be due within 30 days from the date of the invoice. It is presently anticipated that attorney Alefia Mithaiwala will be principally involved in performing the legal services under this Agreement, however, HLG will utilize those attorneys and staff it determines to be best suited to the task, consistent with the competent and efficient rendering of legal services.

The term of this Agreement shall be until termination as set forth herein, and will commence on the date of execution of this Agreement. The services to be performed by HLG hereunder shall be provided at a rate not to exceed One-Hundred Ninety-Five Dollars (\$195.00) per hour for Director Daniel Harbottle, and One-Hundred Ninety Dollars (\$190.00) per hour for other HLG attorneys. HLG also utilizes the services of paralegals and legal assistants at rates that do not exceed Ninety-Five Dollars (\$95.00) per hour.

4. **Costs and Other Charges.** HLG will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for those costs and expenses in addition to the hourly fees. Costs and expenses commonly include fees fixed by law or assessed by public agencies, expert witness fees and expenses, deposition transcripts, long distance telephone calls, messenger and other delivery fees, postage, parking and other local travel expenses, photocopying and other reproduction costs, clerical staff overtime, and computer assisted research fees.

5. **Statements.** HLG shall send Client one or more statements for fees and costs incurred on a periodic basis, generally monthly. These statements shall indicate the basis of the

fees, including the amount of time spent and a description of the work performed. Payment of the statements is due thirty days after the statements are rendered.

6. Concurrent Representation of Other Entities and Individuals. HLG is currently acting as legal counsel to a number of school districts, other public agencies in several counties, as well as private clients. HLG's representation of such public and private entities in such other matters is unrelated to its representation of Client. HLG therefore reserves the right to continue to represent such parties in these unrelated matters, and any other parties in the future which may be adverse to Client, but which are unrelated to our representation of Client. Your signature below will confirm this understanding and your waiver on behalf of Client of any such potential conflicts. If, in the future, Client wishes to retain HLG to represent its interests in matters that may relate to a matter or matters in which HLG is also representing other parties, HLG will present Client with a separate document for its consideration, and possible informed written consent, to such concurrent representation.

7. Disclaimer of Guarantee. HLG has made no representations, promises or guarantees to Client regarding the outcome of Client's matter(s). Furthermore HLG cannot make any guarantee as to the amount which Client will incur for attorneys' fees and costs in this matter, as those figures will wholly depend on the time and effort required to be devoted to the matter.

8. Discharge and Withdrawal. Client may discharge HLG at any time. HLG may withdraw from Client's representation at any time to the extent permitted by law and the Rules of Professional Conduct, upon reasonable notice to the Client. In the event of such discharge or withdrawal, Client shall pay HLG's fees and costs legally owed in accordance with this Agreement for all work done (and costs incurred) through the termination of HLG's representation of Client.

9. No Waivers. A waiver by either party of a breach of any of the conditions, terms, or time requirements under this Agreement shall not be construed as a waiver of any succeeding breach of the same or other conditions, terms or time requirements.

10. Errors and Omissions Insurance. HLG maintains errors and omissions insurance coverage applicable to the services mentioned in this Agreement.

11. Integration. This Agreement constitutes the entire Agreement between HLG and Client with respect to this matter.

12. Arbitration of Disputes. If any dispute arises between Client and HLG regarding services or billings or any other matter relating to the provisions or duties under this Agreement, such dispute shall be submitted to binding arbitration. Fee disputes shall be arbitrated according to the guidelines and standards adopted by the State Bar of California, if any, then in effect. Any other dispute shall be arbitrated according to the arbitration rules of the Orange County Bar Association, if any, then in effect; and if there are no such rules in effect then in accordance with the rules of the American Arbitration Association.

The decision of the arbitrator(s) shall be final and binding. The arbitrator(s) shall have the discretion to order the losing party to reimburse the prevailing party for all costs and fees incurred in connection with the arbitration, including attorneys' fees and the arbitrators' fees.

13. Fees and Costs to Enforce Agreement. In the event attorneys' fees and related costs are incurred to enforce this agreement or to resolve a dispute under this agreement, the prevailing party shall be entitled to recover, in addition to damages allowed by law, reasonable attorneys' fees and costs.

14. Right to Consult Independent Counsel. HLG advises that Client has the right to consult independent counsel in connection with its decision to enter into this Agreement and recommends that it do so.

Dated: October 18, 2016

Harbottle Law Group

By: 
S. Daniel Harbottle, Director HLG

I have read and understood the foregoing terms and agree to them.

Dated: _____, 2016

By: _____
Jason Vilorio
Laguna Beach Unified School District

Laguna Beach Unified School District

8. INFORMATION

October 24, 2016

Monthly Financial Update

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 SEPTEMBER 30, 2016**

	Adopted Budget @ 07/01/2016	Receipts/ Expenditures YTD	Percent YTD
REVENUES			
Property Taxes/LCFF Hold Harmless/Prop. 30	48,300,000	1,974,768	4%
Federal Revenues	895,545	72,688	8%
Other State Revenues	3,209,325	298,154	9%
Other Local Revenues	2,589,130	187,886	7%
Interfund Transfers In	500,000	0	0%
TOTAL REVENUE	55,494,000	2,533,496	5%
EXPENDITURES			
Certificated Salaries	21,777,987	2,822,946	13%
Classified Salaries	8,225,918	842,594	10%
Employee Benefits	11,421,674	2,126,068	19%
Books & Supplies	1,892,879	657,710	35%
Services and Operating Services	7,919,226	1,990,929	25%
Capital Outlay	1,451,065	1,327,821	92%
Other Outgo	421,366	70,749	17%
Transfers Out	2,265,000	165,000	7%
TOTAL EXPENDITURES	55,375,115	10,003,817	18%
ADJUSTED BEGINNING BALANCE AS OF 7/1/2016	\$ 7,521,856		
SURPLUS / DEFICIT SPENDING	118,885		
ENDING FUND BALANCE PROJECTED FOR 6/30/2017	\$ 7,640,741		
SPECIAL PROGRAM REPORTING			
Special Education	7,884,947	925,929	12%
Technology	2,270,323	742,468	33%
4CLE	740,000	245,360	33%
Ongoing & Major Maintenance Account	2,439,395	1,645,041	67%
Capital Improvement Plan	2,628,390	1,541,798	59%
Facilities Repair & Replacement Program	5,364,000	86,169	2%

**LAGUNA BEACH UNIFIED SCHOOL DISTRICT
COMPONENTS OF ENDING FUND BALANCE
FISCAL YEAR 2016-2017**

ADOPTED BUDGET WITH UNAUDITED ACTUAL ADJUSTED BEGINNING BALANCE

<u>General Fund</u>	
ADOPTED BEGINNING FUND BALANCE (6/28/2016)	\$ 5,531,322
2015-16 YEAREND ADJUSTMENT (8/01/2016)	1,990,534
ADJUSTED BEGINNING BALANCE AS OF 7/1/2016	<u>\$ 7,521,856</u>
SURPLUS / DEFICIT SPENDING	<u>118,885</u>
ENDING FUND BALANCE PROJECTED FOR 6/30/2017	<u>\$ 7,640,741</u>
 <u>Nonspendable - (Revolving Cash)</u>	
Revolving Cash	\$ 50,000
 <u>Restricted - (Categorical Programs)</u>	
Medi-Cal Billing Option	19,493
California Clean Energy Jobs Act	15,326
Lottery: Instructional Materials	168,863
Routine Restricted Maintenance (4%)	2,331,968
 <u>Committed</u>	
 <u>Assigned</u>	
Carryover for Unrestricted Programs	912,669
Potential One-Time Expenditures Including:	1,142,422
District Goals, Textbooks, Special Education	
Facilities, Common Core, and Litigation	
 <u>Unassigned / Unappropriated</u>	
Reserve for Economic Uncertainties = 5%	3,000,000
State required reserve for economic uncertainty 3%	
Local requirement under Policy 3101: Financial Reserves 2%	
 Fund Balance	 <u><u>\$ 7,640,741</u></u>

LAGUNA BEACH UNIFIED SCHOOL DISTRICT
MONTH ENDING CASH BALANCE
AS OF SEPTEMBER 30, 2016

	Revenue	Expenditures	Assets/Liability Changes	Monthly Cash Flow Change	Month Ending Cash Balance
7/1/2016					8,596,372.43
JULY	600,913.57	(1,915,068.60)	(1,466,630.97)	(2,780,786.00)	5,815,586.43
AUGUST	448,289.00	(2,878,565.87)	(58,307.14)	(2,488,584.01)	3,327,002.42
SEPTEMBER *	1,484,293.08	(5,210,182.26)	5,704,390.26	1,978,501.08	5,305,503.50
OCTOBER					
NOVEMBER					
DECEMBER					
JANUARY *					
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
YTD	2,533,495.65	(10,003,816.73)	4,179,452.15	(3,290,868.93)	

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

	Month Ending Cash Balance	2016-17 Projected Ending Fund Balance	As of:	CalPERS "CERBT" Trust for OPEB	
				Contributions	Quarter Ending Balance
FUND 01	\$ 5,305,503.50	\$ 7,640,741.00	Dec. 8, '15	2,000,000.00	
FUND 11	72,337.78	79,634.00	Dec. 31, '15		1,992,366.86
FUND 13	152,383.15	48,950.00	Jan. 13, '16	193,539.00	
FUND 17	10,031,032.33	16,101,875.00	Mar. 31, '16		2,269,242.75
FUND 25	197,302.86	389,855.00	June 30, '16		2,336,219.11
FUND 4040	5,973,887.30	1,579,422.00	Sep. 30, '16		2,385,154.37
FUND 4041	5,688,948.21	5,217,149.00			
FUND 4042	3,220,682.43	3,333,337.00			
	<u>\$ 30,642,077.56</u>	<u>\$ 34,390,963.00</u>			

INTERFUND TRANSFERS

Transfer to General Fund from Special Reserve for Capital Outlay - Aliso Property (Fund 4041)	500,000	0	0%
Transferred from the General Fund to:			
Cafeteria Fund (Fund 13)	165,000	165,000	100%
Special Reserve for Capital Outlay - Facilities Repair & Replacement Program (Fund 4040)	900,000	0	0%
Special Reserve for Capital Outlay - Capital Improvement Plan (Fund 4042)	1,200,000	0	0%

LAGUNA BEACH UNIFIED SCHOOL DISTRICT 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 (Nutrition Services)** is used to account separately for federal, state, and local resources to operate the food service program (Education Code sections 38090-38093). The purpose of the food service program is to provide nutritious meals to the students. The District participates in the National School Lunch Program and the School Breakfast Program. The District serves approximately 500-550 lunches and 200-230 breakfasts to the students from kindergarten through twelfth grade on a daily basis.
- FUND 17** The **Special Reserve Fund for Other Than Capital Outlay Projects** is used primarily to provide for the accumulation of moneys for general operating purposes other than for capital outlay (Education Code Section 42840). On May 11, 2004 the Board of Education approved the target of reserving two-thirds of the basic aid differential (the difference between Revenue Limit funding and Basic Aid funding) to be achieved by June 30, 2009. Funds reserved for the Basic Aid differential are deposited into this fund.
- FUND 25** The **Capital Facilities Fund (Developer Fees)** exists to account for monies received as mitigation fees levied on developers, property owners or other agencies as a condition of approving new development or additions to existing real property. The authority for these levies may be local government ordinances (GC 65970-65981) or private agreements between a school district and the developer. Expenditures from this fund are to be used for the purpose of funding the construction or reconstruction of school facilities (Education Code sections 17620-17626).
- FUND 40** The **Special Reserve Fund for Capital Outlay Projects** exists to account for the accumulation of moneys for capital outlay purposes (Education Code Section 42840). This fund is separated into three sub-funds in accordance to with resolutions #01-02, #14-02 and #14-03.

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

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

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

LAGUNA BEACH USD
GL 220 Balance Sheet
Subfund: 0101 GENERAL FUND

YTD For Month Ending: 09/30/2016

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	5,305,503.50	
REVOLVING CASH ACCOUNT	9130	50,000.00	
ACCOUNTS RECEIVABLE MANUAL	9205	33,461.57	
DUE FROM GRANTOR GOVERNMENTS	9290	807,221.26	
MID MONTH PAYROLL	9360	136,688.20	
Total Assets:			6,332,874.53
LIABILITIES			
ACCOUNTS PAYABLE MANUAL	9510	62,783.57	
ACCTS PAY AUTOMATIC	9519	175,023.66	
ACCRUED SUMMER PAY LIABILITY	9550	39,435.00	
CA USE TAX LIABILITY	9552	4,097.00	
DUE TO OTHER FUNDS	9610	6,000,000.00	
Total Liabilities:		6,281,339.23	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	7,521,856.38	
Total Beginning Fund Balance:		7,521,856.38	
Excess Revenue Over Expenditures:		-7,470,321.08	
Total Fund Balance:		51,535.30	
Total Liabilities & Fund Balance:			6,332,874.53
Difference (Error):			0.00

LAGUNA BEACH USD
GL275 Income Statement
Subfund: 0101 GENERAL FUND
YTD For Month Ending: 09/30/2016

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	394,289.80	
Property Tax	(8020-8079)	1,580,477.91	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	72,688.11	
Other State Revenue	(8300-8599)	298,154.12	
Other Local Revenue	(8600-8799)	187,885.71	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			2,533,495.65
EXPENDITURES			
Certificated Salaries	(1000-1999)	2,822,946.26	
Classified Salaries	(2000-2999)	842,594.16	
Employee Benefits	(3000-3999)	2,126,067.83	
Supplies and Services	(4000-5999)	2,648,638.59	
Capital Outlays	(6000-6999)	1,327,820.65	
Other Outgo	(7000-7399)	70,749.24	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	165,000.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			10,003,816.73
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			-7,470,321.08
BEGINNING FUND BALANCE (9791)		7,521,856.38	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			7,521,856.38
ENDING FUND BALANCE			51,535.30

LAGUNA BEACH USD
GL 220 Balance Sheet
Subfund: 1111 ADULT EDUCATION

YTD For Month Ending: 09/30/2016

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	72,337.78	
Total Assets:			72,337.78
LIABILITIES			
Total Liabilities:		0.00	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	79,633.59	
Total Beginning Fund Balance:		79,633.59	
Excess Revenue Over Expenditures:		-7,295.81	
Total Fund Balance:		72,337.78	
Total Liabilities & Fund Balance:			72,337.78
Difference (Error):			0.00

LAGUNA BEACH USD
GL275 Income Statement
Subfund: 1111 ADULT EDUCATION
YTD For Month Ending: 09/30/2016

	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)	95.55	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			95.55
EXPENDITURES			
Certificated Salaries	(1000-1999)	791.60	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	6,599.76	
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			7,391.36
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			-7,295.81
BEGINNING FUND BALANCE (9791)		79,633.59	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			79,633.59
ENDING FUND BALANCE			72,337.78

LAGUNA BEACH USD
GL 220 Balance Sheet
Subfund: 1313 CAFETERIA

YTD For Month Ending: 09/30/2016

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	152,383.15	
REVOLVING CASH ACCOUNT	9130	1,295.00	
STORES-CAFETERIA FUND ONLY	9321	9,756.06	
Total Assets:			163,434.21
LIABILITIES			
Total Liabilities:		0.00	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	53,001.13	
Total Beginning Fund Balance:		53,001.13	
Excess Revenue Over Expenditures:		110,433.08	
Total Fund Balance:		163,434.21	
Total Liabilities & Fund Balance:			163,434.21
Difference (Error):			0.00

LAGUNA BEACH USD
GL275 Income Statement
Subfund: 1313 CAFETERIA
YTD For Month Ending: 09/30/2016

	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)	5,853.76	
Interfund Transfers In	(8910-8929)	165,000.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			170,853.76
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	20,242.61	
Employee Benefits	(3000-3999)	4,641.07	
Supplies and Services	(4000-5999)	35,537.00	
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			60,420.68
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			110,433.08
BEGINNING FUND BALANCE (9791)		53,001.13	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			53,001.13
ENDING FUND BALANCE			163,434.21

LAGUNA BEACH USD
GL 220 Balance Sheet
Subfund: 1717 Special Reserve Other Than C/O
YTD For Month Ending: 09/30/2016

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	10,031,032.33	
DUE FROM OTHER FUNDS	9310	6,000,000.00	
Total Assets:			16,031,032.33
FUND BALANCE			
BEGINNING FUND BALANCE	9791	16,011,874.69	
Total Beginning Fund Balance:		16,011,874.69	
Excess Revenue Over Expenditures:		19,157.64	
Total Fund Balance:		16,031,032.33	
Total Liabilities & Fund Balance:			16,031,032.33
Difference (Error):			0.00

LAGUNA BEACH USD
GL275 Income Statement
Subfund: 1717 Special Reserve Other Than C/O
YTD For Month Ending: 09/30/2016

	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)	19,157.64	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			19,157.64
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
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			19,157.64
BEGINNING FUND BALANCE (9791)		16,011,874.69	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			16,011,874.69
ENDING FUND BALANCE			16,031,032.33

LAGUNA BEACH USD
GL 220 Balance Sheet
Subfund: 2525 CAPITAL FACILITIES

YTD For Month Ending: 09/30/2016

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	197,302.86	
Total Assets:			197,302.86
LIABILITIES			
ACCTS PAY AUTOMATIC	9519	7,053.00	
Total Liabilities:		7,053.00	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	236,386.67	
Total Beginning Fund Balance:		236,386.67	
Excess Revenue Over Expenditures:		-46,136.81	
Total Fund Balance:		190,249.86	
Total Liabilities & Fund Balance:			197,302.86
Difference (Error):			0.00

LAGUNA BEACH USD
GL275 Income Statement
Subfund: 2525 CAPITAL FACILITIES
YTD For Month Ending: 09/30/2016

	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)	17,911.00	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			17,911.00
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	1,172.00	
Capital Outlays	(6000-6999)	62,875.81	
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			64,047.81
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			-46,136.81
BEGINNING FUND BALANCE (9791)		236,386.67	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			236,386.67
ENDING FUND BALANCE			190,249.86

LAGUNA BEACH USD
GL 220 Balance Sheet
Subfund: 4040 SPECIAL RESERVE

YTD For Month Ending: 09/30/2016

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	5,973,887.30	
Total Assets:			5,973,887.30
LIABILITIES			
ACCTS PAY AUTOMATIC	9519	19,540.55	
Total Liabilities:		19,540.55	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	6,033,421.85	
Total Beginning Fund Balance:		6,033,421.85	
Excess Revenue Over Expenditures:		-79,075.10	
Total Fund Balance:		5,954,346.75	
Total Liabilities & Fund Balance:			5,973,887.30
Difference (Error):			0.00

LAGUNA BEACH USD
GL275 Income Statement
Subfund: 4040 SPECIAL RESERVE
YTD For Month Ending: 09/30/2016

	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)	7,094.35	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			7,094.35
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)	86,169.45	
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			86,169.45
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			-79,075.10
BEGINNING FUND BALANCE (9791)		6,033,421.85	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			6,033,421.85
ENDING FUND BALANCE			5,954,346.75

LAGUNA BEACH USD
GL275 Income Statement
Subfund: 4041 Special Reserve Aliso Property
YTD For Month Ending: 09/30/2016

	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)	6,798.49	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			6,798.49
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
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			6,798.49
BEGINNING FUND BALANCE (9791)		5,682,149.72	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			5,682,149.72
ENDING FUND BALANCE			5,688,948.21

LAGUNA BEACH USD
GL 220 Balance Sheet
Subfund: 4042 Special Reserve Cap Imp plan
YTD For Month Ending: 09/30/2016

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	3,220,682.43	
Total Assets:			3,220,682.43
FUND BALANCE			
BEGINNING FUND BALANCE	9791	4,756,726.76	
Total Beginning Fund Balance:		4,756,726.76	
Excess Revenue Over Expenditures:		-1,536,044.33	
Total Fund Balance:		3,220,682.43	
Total Liabilities & Fund Balance:			3,220,682.43
Difference (Error):			0.00

LAGUNA BEACH USD
GL275 Income Statement
Subfund: 4042 Special Reserve Cap Imp plan
YTD For Month Ending: 09/30/2016

	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)	5,753.94	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			5,753.94
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)	1,541,798.27	
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			1,541,798.27
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			-1,536,044.33
BEGINNING FUND BALANCE (9791)		4,756,726.76	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			4,756,726.76
ENDING FUND BALANCE			3,220,682.43



Laguna Beach Unified School District

CERBT Strategy 3

Entity #: SKB8-1700217302-001

Quarter Ended September 30, 2016

Market Value Summary:

	QTD Current Period	Fiscal Year to Date
Beginning Balance	\$2,336,219.11	\$2,336,219.11
Contribution	0.00	0.00
Distribution	0.00	0.00
Transfer In	0.00	0.00
Transfer Out	0.00	0.00
Investment Earnings	49,442.15	49,442.15
Admin Expense	(292.81)	(292.81)
Investment Expense	(214.08)	(214.08)
Other	0.00	0.00
Ending Balance	\$2,385,154.37	\$2,385,154.37
YTD Accrual	0.00	0.00
Grand Total	\$2,385,154.37	\$2,385,154.37

Laguna Beach Unified School District
Monthly Financial Statements
Object 5000 Series - Services and Other Operating Costs

As of: 9/30/2016

Object	Description	Budget	Enc To Date	Actual To Date	Balance	% Used
5100	SUBAGREEMENTS FOR SERVICES	1,884,000.00	1,735,898.96	14,101.04	134,000.00	92.9%
	Total for: 5100	1,884,000.00	1,735,898.96	14,101.04	134,000.00	92.9%
5210	MILEAGE REIMBURSEMENT	9,864.00	-	498.53	9,365.47	5.1%
5220	TRAVEL & CONFERENCE	98,915.00	55,297.18	22,473.29	21,144.53	78.6%
5230	MEETING EXPENSE-NON FOOD	200.00	-	-	200.00	0.0%
5240	RECRUITING	4,200.00	-	3,398.08	801.92	80.9%
5298	TAXABLE MILEAGE-CLASSIFIED	10,000.00	-	800.00	9,200.00	8.0%
5299	TAXABLE MILEAGE-CERTIFICATED	20,000.00	-	5,327.04	14,672.96	26.6%
	Total for: 5200	143,179.00	55,297.18	32,496.94	55,384.88	61.3%
5310	DUES & MEMBERSHIPS	41,416.00	8,561.32	32,780.32	74.36	99.8%
	Total for: 5300	41,416.00	8,561.32	32,780.32	74.36	99.8%
5450	OTHER INSURANCE	300,000.00	3,030.00	279,083.00	17,887.00	94.0%
	Total for: 5400	300,000.00	3,030.00	279,083.00	17,887.00	94.0%
5510	UTILITIES - HEAT	32,000.00	23,849.81	220.19	7,930.00	75.2%
5520	LIGHT & POWER	382,000.00	348,511.26	33,488.74	0.00	100.0%
5530	WATER - UTILITIES	126,300.00	84,138.21	42,161.79	0.00	100.0%
5540	TRASH - UTILITIES	58,000.00	40,881.54	10,333.40	6,785.06	88.3%
5545	TREE TRIMMING	4,000.00	-	-	4,000.00	0.0%
5550	PEST CONTROL	23,300.00	19,885.00	1,375.00	2,040.00	91.2%
5555	SEWER FEES	66,300.00	55,318.54	10,716.84	264.62	99.6%
5560	ALARM MONITORING	77,200.00	61,782.22	15,367.78	50.00	99.9%
5580	POOL COSTS	32,500.00	-	15,072.99	17,427.01	46.4%
	Total for: 5500	801,600.00	634,366.58	128,736.73	38,496.69	95.2%
5604	FLOOR COVERING	67,000.00	3,768.09	62,354.00	877.91	98.7%
5607	PAVING	30,000.00	29,550.00	450.00	0.00	100.0%
5610	CONTRACT SERVICES	365,000.00	29,831.78	320,281.72	14,886.50	95.9%
5620	RENTAL EXPENSE	21,650.00	8,264.75	1,892.57	11,492.68	46.9%
5630	COMPUTER REPAIRS/MAINTENANCE	7,000.00	-	-	7,000.00	0.0%
5640	VEHICLE REPAIR	5,000.00	5,000.00	-	0.00	100.0%
5650	SOFTWARE/COPIER MAINTENANCE FEE	57,738.00	57,672.00	-	66.00	99.9%
5660	HVAC	161,300.00	94,097.16	66,868.80	334.04	99.8%
5661	ELECTRICAL REPAIRS	74,000.00	16,618.05	50,271.50	7,110.45	90.4%
5662	PLUMBING REPAIRS	65,700.00	27,477.02	38,011.05	211.93	99.7%
5670	RISK MANAGEMENT	31,860.00	-	-	31,860.00	0.0%
5675	PAINTING	20,000.00	-	-	20,000.00	0.0%
5680	LANDSCAPE/IRRIGATION	342,000.00	245,925.70	95,874.30	200.00	99.9%
5685	ATHLETIC FIELD SUPPLIES	539.00	-	-	539.00	0.0%
5690	MISC REPAIR	151,173.00	11,589.76	8,223.24	131,360.00	13.1%
5692	OTHER MAINTENANCE SERVICES	125,300.00	1,146.00	150.00	124,004.00	1.0%
	Total for: 5600	1,525,260.00	530,940.31	644,377.18	349,942.51	77.1%
5760	CATERING - FOOD SERVICES	20,000.00	-	-	20,000.00	0.0%
	Total for: 5700	20,000.00	-	-	20,000.00	0.0%

Laguna Beach Unified School District
Monthly Financial Statements
Object 5000 Series - Services and Other Operating Costs

As of: 9/30/2016

Object	Description	Budget	Enc To Date	Actual To Date	Balance	% Used
5805	ANNUAL SOFTWARE LICENSE FEE	362,780.00	42,021.10	296,864.14	23,894.76	93.4%
5813	SUBSCRIPTIONS - ONLINE	600.00	540.00	-	60.00	90.0%
5815	ADVERTISING	14,550.00	12,620.00	-	1,930.00	86.7%
5820	BANKING SERVICES	33,300.00	-	-	33,300.00	0.0%
5825	ADMIN FEE COUNTY TREASURER	3,400.00	-	28.48	3,371.52	0.8%
5830	CONSULTANTS-INSTRUCTIONAL	13,000.00	1,050.00	5,900.00	6,050.00	53.5%
5831	CONSULTANTS-OTHER	164,273.00	98,640.27	65,624.93	7.80	100.0%
5832	CONSULTANTS-COMPUTER SERVICES	40,250.00	-	36,105.62	4,144.38	89.7%
5835	LEGAL EXPENSE	180,530.00	75,282.74	24,717.26	80,530.00	55.4%
5840	AUDITS	37,500.00	37,500.00	-	0.00	100.0%
5845	FINGER PRINTING	5,000.00	4,139.00	861.00	0.00	100.0%
5850	REGULATORY FEES	1,000.00	800.00	-	200.00	80.0%
5852	OTHER LOCAL AGENCY FEES	81,670.00	33,857.84	1,268.98	46,543.18	43.0%
5855	CHARTER BUS-HOME TO SCHOOL	94,000.00	18,235.77	43,109.23	32,655.00	65.3%
5860	MISC OUTSIDE VENDOR	290,206.00	102,744.95	149,160.72	38,300.33	86.8%
5861	COPIER MAINTENANCE FEES	1,000.00	-	-	1,000.00	0.0%
5865	CHARTER BUS-ATHLETIC/FIELD TRP	117,300.00	112,566.54	4,733.46	0.00	100.0%
5870	OUTSIDE PRINTING	28,695.00	5,822.93	16,183.32	6,688.75	76.7%
5875	TUITION	343,000.00	305,229.15	37,355.83	415.02	99.9%
5877	PRESCHOOL TUITION	17,227.00	12,750.00	750.00	3,727.00	78.4%
5878	PARENT REIMBURSEMENT (LEGAL)	370,200.00	313,996.50	55,444.50	759.00	99.8%
5880	TRANSPORTATION-IN LIEU	12,800.00	3,000.00	-	9,800.00	23.4%
5881	NPS TRANSPORTATION-IN LIEU	20,000.00	3,659.04	340.96	16,000.00	20.0%
5885	OCCUPATIONAL THERAPY	53,300.00	46,265.00	6,980.00	55.00	99.9%
5886	PHYSICAL THERAPY	31,000.00	26,500.00	1,080.00	3,420.00	89.0%
5887	SPEECH THERAPY	107,500.00	106,365.00	1,055.00	80.00	99.9%
5888	VISION THERAPY	3,150.00	-	-	3,150.00	0.0%
5889	OTHER THERAPY	223,150.00	196,352.71	26,701.35	95.94	100.0%
5890	OTHER EXPENSE	9,800.00	9,800.00	-	0.00	100.0%
5894	IBI SUPERVISION	104,604.00	96,454.16	7,405.84	744.00	99.3%
5895	OUTSIDE ASSESSMENT FEES	45,600.00	40,335.00	-	5,265.00	88.5%
5898	AB3632 ROOM & BOARD	189,000.00	156,256.00	31,868.00	876.00	99.5%
Total for: 5800		2,999,385.00	1,862,783.70	813,538.62	323,062.68	89.2%
5910	POSTAGE	31,100.00	19,951.49	7,742.51	3,406.00	89.0%
5920	TELEPHONE SERVICE	70,166.00	59,144.53	9,035.47	1,986.00	97.2%
5930	MOBILE COMMUNICATIONS	26,120.00	22,029.69	4,072.69	17.62	99.9%
5940	INTERNET CONNECTIVITY	77,000.00	51,111.53	24,964.53	923.94	98.8%
Total for: 5900		204,386.00	152,237.24	45,815.20	6,333.56	96.9%
Total for Major: 5000		7,919,226.00	4,983,115.29	1,990,929.03	945,181.68	88.1%

Laguna Beach Unified School District

9. INFORMATION

October 24, 2016

First Quarter Report of Uniform Complaints for the Williams Case Settlement

Proposal

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

Background

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

The First Quarter Report recaps the number of Uniform Complaints received by the District in the three areas governed by the Williams Case Settlement for the period of July – September 2016. The three targeted areas are:

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

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

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

The District's report is as follows:

Report Period:	<u>Quarter #1 - July 1 to September 30, 2016</u>
Number of Complaints Received:	<u>None.</u>
Nature of Complaints:	<u>None.</u>
Resolution of Complaints:	<u>None.</u>
Report to Board of Education:	<u>October 24, 2016</u>

Budget Impact

There is no budget impact to this item.

Recommended Action

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

Laguna Beach Unified School District

10. ACTION

October 24, 2016

Approval: Increase Hours of Instructional Assistant, Special Education from 3.5 Hours Per Day, 10 Months Per Year to 5.75 Hours Per Day, 10 Months Per Year

Proposal

Staff proposes increasing the hours of an Instructional Assistant, Special Education position from 3.5 hours per day, 10 months per year to 5.75 hours per day, 10 months per year.

Background

This change is proposed due to increased student needs at El Morro Elementary School to ensure students who receive special education services over the full academic day receive support. Staff have made every attempt to shift the hours or location of other current Instructional Assistants, however, due to the increase in needs across the District, staff are unable to shift other employees at this time.

Budget Impact

The cost of increasing the hours of this position is approximately \$8,886 annually and potentially 50% cost of health benefits funded through special education.

Recommended Action

Staff recommends the Board of Education authorize increasing the hours of an Instructional Assistant, Special Education position from 3.5 hours per day, 10 months per year to 5.75 hours per day, 10 months per year.

11. ACTION

October 24, 2016

Approval: Approval of an Independent Contractor Agreement with Thinking Maps® for *Path to Proficiency for English Language Learners* Teacher Training, in an Amount Not-to-Exceed \$13,205.00

Proposal

Staff proposes the Board of Education approve an Independent Contractor Agreement with Thinking Maps® for *Path to Proficiency for English Language Learners*, to support teachers who have clusters of students with English language learners. Thinking Maps® will support the District in building visual instructional strategies based on neuroscience.

Background

Path to Proficiency for English Language Learners is designed for educators who have been trained in Thinking Maps® and who desire to lead their schools or learning communities in acquiring additional information about how the Maps can be extended and adapted to meet all English language proficiency levels.

Participants in the training will learn to:

- Guide your learning community in the study and implementation of Thinking Maps: Path to Proficiency for English Language Learners
- Lead your learning community in understanding how Thinking Maps can be adapted and extended to meet the specific needs of English Learners at all levels of language proficiency
- Model how Thinking Maps can be used to assist with research-based English Learners strategies
- Model how to teach students to recognize and replicate text structures in written discourse
- Guide your learning community in developing differentiated lesson plans for all language proficiency levels of English Learners
- Provide practical applications to English Learner theory

The facilitation of the Path to Proficiency training will be completed in two sessions over five days. The initial training will be held in January and will train approximately 15 teachers. The follow-up training will be held in March and will give teachers strategies for supporting second language learners and build understanding of how to teach language and scaffold learning objectives.

Budget Impact

The cost for this training is not-to-exceed \$13,205.00 and will be funded from Title I funds.

Recommended Action

Staff recommends the Board of Education approve an Independent Contractor Agreement with Thinking Maps® for *Path to Proficiency for English Language Learners*, to support teachers that have clusters of students with English language learners.

Cost Proposal

Thinking Maps, Inc. 401 Cascade Pointe Lane · Cary, North Carolina 27513
Toll Free: (800) 243-9169 · Local (919) 678-8778 · Fax (919) 678-8782
www.thinkingmaps.com



Representative: **Susan Cossaboom**
scossaboom@thinkingmaps.com
714-693-7042

Thinking Maps® materials are only available as part of *Thinking Maps®* professional development. Contact your local representative with any questions about ordering and/or details regarding implementation.

Quantity	Code	Product Name	Price	Total
15	2520	Path to Proficiency for English Language Learners Facilitator's Guide	\$199.00	\$2,985.00
15	2510	Path to Proficiency for English Language Learners	\$135.00	\$2,025.00
			Subtotal	\$5,010.00
			Shipping	\$0.00
			Tax	\$0.00
			Total Material Cost:	\$5,010.00
Days	Training Description		Daily Cost	
5	Path to Proficiency Facilitator's Trng		\$2,250.00	\$11,250.00
Additional Training Expenses:				\$2,000.00
			Total Training Cost:	\$13,250.00
			Gross Total:	\$13,250.00

Shipping Charges (% of Subtotal) For orders shipped outside the U.S. please call for rates

6% - Ground 8% - 3 Day 10% - 2 Day 12% - Overnight 10% - Alaska & Hawaii

\$7 Minimum on All Orders Community Software Only Pays 3% Shipping

Billing Information

Bill To: Alysia Odipo **School Name/District:** Laguna Beach Unified
Attention: Alysia Odipo
Billing Address: 550 Blumont Street
City: Laguna Beach **State:** CA **Zip:** 92651
Phone: 949-497-7700 **Fax:** 949-497-6021
Email: aodipo@lbusd.org

Shipping Information

Ship To: Alysia Odipo **School Name/District:** Laguna Beach Unified
Attention: Alysia Odipo
Billing Address: 550 Blumont Street
City: Laguna Beach **State:** CA **Zip:** 92651
Phone: 949-497-7700 **Fax:** 949-497-6021
Email: aodipo@lbusd.org

Training Description

Laguna Beach Unified School District

12. ACTION

October 24, 2016

Approval: Injury Illness Prevention Program (IIPP)

Proposal

Staff recommends the Board of Education approve the LBUSD Illness Injury and Prevention Program.

Background

School districts are expected to adopt and revise annually an Illness Injury and Prevention Program. The documents describe the program including processes, procedures, and responsible administrators for each area of risk reduction efforts throughout the organization.

Budget Impact

There is no cost associated with adoption of the IIPP.

Recommended Action

Staff recommends the Board of Education approve the Illness Injury and Prevention Program.

LAGUNA BEACH

UNIFIED SCHOOL

DISTRICT

INJURY & ILLNESS

PREVENTION PROGRAM

Table Of Contents	1
Disclaimer	4
T8, Injury & Illness Prevention Program Statement	5
Safety and Health Officer Designation	6
Occupational Safety & Health Policy	7
PART I: INTRODUCTION	8
PART II: POLICY STATEMENT	10
PART III: RESPONSIBILITY	12
Section 1: Assistant Superintendent, Business Services	13
Section 2: Management Responsibilities	15
Section 3: Supervisor Responsibilities	17
Section 4: Employee Responsibilities	19
Section 5: Employee Rights	21
Section 6: Director of Facilities Responsibilities	23
Section 7: Custodial Responsibilities	25
PART IV: COMPLIANCE	26
Section 1: District Commitment	27
Section 2: Employee Compliance	28
Section 3: Enforcement of Safety Policies	29

PART V: COMMUNICATION	31
Section 1: General Information	32
Section 2: New Employee Orientation	34
Section 3: Review of Injury & Illness Prevention Program	36
Section 4: Training Programs	37
Section 5: District Safety Committee	41
Section 6: Posted/Distributed Information	43
Section 7: Hazard Reporting System	44
 PART VI: HAZARD ASSESSMENT	 45
Section 1: General Information	46
Section 2: Hazard Identification and Evaluation	47
Section 3: Safety Inspections	49
Section 4: Hazard Classification of Employee Groups	52
 PART VII: HAZARD CORRECTION	 54
Section 1: Hazard Correction Responsibilities	55
Section 2: Controlling Access to Areas Containing Hazards	57
Section 3 Hazard Correction Follow Up	58

PART VIII: ACCIDENT REPORTING PROCEDURES	61
Section 1: General Information	62
Section 2: Injured Employee Procedures: Non-Emergency	66
Section 3: Injured Employee Procedures: Emergency	68
Section 4: Manager and Supervisor Procedures	71
Section 5: Reports to Cal/OSHA	73
 PART IX: ACCIDENT INVESTIGATION	 75
Section 1: Supervisor's Accident Investigation	76
Section 2: Outside Agency Investigation	78
 PART X: TRAINING AND INSTRUCTION	 79
Section 1: New Employee Safety Orientation	80
Section 2: Initial Job Instructions	81
Section 3: Pre-Job Safety Instructions	82
Section 4: Safety Talks	84
 PART XI: RECORD KEEPING	 86
Section 1: Record Keeping	87

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

DISCLAIMER

This document is presented with the understanding that the authors are attempting to provide a guide for the development of the written worksite **Injury and Illness Prevention Program (IIPP)**. Materials incorporated here originate from various sources, including Cal/OSHA's Model Program.

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LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Title 8, 3203, Injury and Illness Prevention Program

Effective July 1, 1991, every employer shall establish, implement and maintain an effective Injury and Illness Prevention Program. The Program shall be in writing and shall, at a minimum:

1. Identify the person or persons with authority and responsibility for implementing the Program.
2. Include a system for ensuring that employees comply with the safe and healthy work practices. Substantial compliance with this provision includes recognition of employees who follow safe practices and healthful work practices, training and retraining programs, disciplinary actions, or any other such means that ensures employee compliance.
3. Include a system for communication with employees in a form readily understandable by all affected employees on matters relating to occupational safety and health, including provisions designed to encourage employees to inform the employer of hazards at the worksite without fear of reprisal. Substantial compliance with this provision includes meetings, training programs, postings, written communications, a system of anonymous notification by employees about hazards, or any other means that ensures communication with employees.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

SAFETY AND HEALTH OFFICER DESIGNATION FORM

The Superintendent is responsible for occupational safety and health, and will assure that the District provides employees with a safe and healthy workplace, which complies with all Cal/OSHA and other applicable health and safety standards and regulations.

The Director of Fiscal Services/or other designee, is the Occupational Safety and Health Director for the School District, and is the person responsible for implementing the District's Injury and Illness Prevention Program.

APPROVED:

Date _____
Superintendent

ACCEPTED:

Date _____
Assistant Superintendent, Business Services

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

OCCUPATIONAL SAFETY AND HEALTH POLICY

Our success is achieved through maintaining high standards of quality, dedication, and competence. We apply these high standards to protecting the well-being of our employees and students alike. It is our goal to provide a safe and healthful environment for all employees, students, and visitors. In support of this goal, every employee is required to follow the guidelines established in our Injury and Illness Prevention Program.

Prevention of injuries and occupational illness is consistent with sound management practices and optimum employee relations; therefore, an injury and illness prevention program is key, and the responsibility of every manager, supervisor, and employee. Safety and quality go hand-in-hand. Injuries and occupational illnesses can result in lost workdays, physical disability, pain and suffering, loss of earnings, equipment damage, and poor quality, all of which can directly or indirectly affect productivity and profitability. A formal Injury and Illness Prevention Program, combined with safe working conditions and good housekeeping controls, is an essential tool in achieving maximum productivity and quality. There is no place in the School District for an employee who does not work safely or who endangers the safety of fellow workers. It is essential that all managers and supervisors stress maximum safety performance and awareness from employees under their direction by enthusiastically and consistently administering all safety rules and regulations.

Each of us has a duty to recognize, report, and act on hazardous situations before they can lead to injury or illness. The cooperation of every employee in detecting and controlling hazards is vital to the effectiveness of the Injury and Illness Prevention Program. Only through working together can we achieve our goal of a safe and healthy work environment. Working together, we will succeed in maintaining a safe and healthy workplace.

Superintendent

Date: _____

Part I

INTRODUCTION

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part I: Introduction	
Date: 08-01-2016	Revised [<input type="checkbox"/>]New [<input checked="" type="checkbox"/>]

Introduction

The Injury & Illness Prevention Program (IIPP) is established to provide a framework for the School District to ensure a safe and healthy work environment for all of its employees.

The goal of the program is to prevent occupational injuries and illnesses. This program has been developed and implemented as required under the California Code of Regulations, Title 8, Chapter 4, Subchapter 7, and Section 3203.

The purpose of this program is to provide information necessary to communicate the elements of the Injury and Illness Prevention Program. All employees of the School District are governed by the procedures outlined in this manual, unless otherwise stipulated.

The Director of Fiscal Services is responsible for the implementation and coordination of the Injury and Illness Prevention Program. This plan will be reviewed annually and revised as necessary.

Part II

Policy

Statement

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part II: Policy Statement		
Date: 08-01-2016	Revised []	New [x]

Policy Statement

The School District is committed to providing a safe and healthful workplace for all of its employees. The personal safety of each District employee while in performance of his or her work activity is of primary importance. As a School District, we are committed to providing and maintaining a safe and healthy working environment for our employees.

To achieve this goal, the Injury & Illness Prevention Program (IIPP) has been developed to prevent workplace accidents, injuries, and illnesses. A complete copy of the program is maintained at our District Office and is available at each school site.

The success of this program is to be achieved through the continuous mutual cooperation and support of management and employees.

The School District is also committed to ensuring that a safe and healthful workplace exists for outside contractors and other workers that may be working at District sites and that all health and safety regulations are adhered to by all affected employers and employees.

It is the responsibility of each employee to support the District's safety program and to perform their duties in a manner which assures his or her own personal safety and the safety of others, including customers, visitors, and other trades.

To be successful in our endeavor, all employees on every level must adopt proper attitudes towards injury and illness prevention.

Part III

Responsibility

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part III: Responsibility	
Section 1: Director of Fiscal Services Responsibilities	
Date: 08-01-2016	Revised [<input type="checkbox"/>] New [<input checked="" type="checkbox"/>]

Business Services

The District's Assistant Superintendent, Business Services, who is the District's designated safety officer, or other designee, shall act as a safety resource for the District, and is responsible for maintaining program records. The District's safety officer is responsible for implementing and maintaining the following aspects of the safety program:

1. Coordinating all loss prevention activities. Act as a consultant to management in the implementation and administration of the IIPP.
2. Maintaining, evaluating, and revising the Injury & Illness Prevention Program.
3. Developing and implementing loss prevention policies and procedures designed to ensure compliance with applicable rules and regulations of all federal, state, and local agencies.
4. Consulting with representatives of our insurance companies in order to ensure their loss control services will support our IIPP.
5. Developing and/or assist in the development of employee training programs.
6. Presiding over the Safety & Health Committees.

7. Reviewing workers' compensation claims in order to help supply the insurance carrier with information about injured employees, so accidental loss and premium reserves are kept as low as possible.
8. Ensuring that the District is adhering to Federal, State, and Local Safety Codes.
9. Conducting periodic reviews of the program and job sites to evaluate performance, discuss problems, and assist in solving the problems.
10. Reviewing and maintaining all safety records for all departments.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part III: Responsibility		
Section 2: Management Responsibilities		
Date: 08-01-2016	Revised []	New [x]

Management Responsibilities

Executive Cabinet plays a critical role in the success of this program. Executive Cabinet members must plan, organize, and administer the program by establishing policies, setting goals and objectives, assigning responsibility, motivating staff, and monitoring results through the following:

1. Providing clear understanding and direction to all management and collective bargaining unit employees regarding the importance of safety through the development, implementation, monitoring and revision of policy and procedures.
2. Providing financial support for the Injury and Illness Prevention Program through the provision of adequate funds for the purchase of necessary safety materials, safety equipment, proper personal protective equipment, adequate time for employee's safety training, and appropriate use of tools and equipment.
3. Overseeing development, implementation, and facilitation of the IIPP and other required safety programs.
4. Providing written documentation of employee training and instruction for employees in their area of responsibility.
5. Providing supervisors and employees with safety training and job instruction

6. Managing a planned safety meeting or "safety talk" program
7. Recommending appropriate safety discipline
8. Participating in the investigation of disabling injuries, once notified of the injury.
9. Holding all levels of management and employees accountable for accident prevention and safety.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part III: Responsibility	
Section 3: Supervisor Responsibilities	
Date:08-01-2016	Revised []New [x]

Supervisor Responsibilities

Supervisors have an integral role within the Injury & Illness Prevention Program. Supervisors are in constant and direct contact with their employees and can greatly influence safety attitudes and practices. It is essential that the supervisor set the example for employees in regards to safety responsibilities. There are several specific responsibilities for supervisors:

1. Taking any reasonable action necessary to prevent injuries where an immediate danger exists.
2. Taking responsibility for safety of all employees under their supervision and for any employee not under their supervision but in the supervisor's work area.
3. Taking responsibility for the safety of all employees that may be in the work area.
4. Providing and maintaining a clean and hazard-free work area.
5. Providing safety orientation and job instruction of supervised employees.
6. Planning, conducting, and documenting safety evaluations in assigned areas of responsibility.
7. Conducting planned safety meetings with employees.

8. Conducting safety observations of employee safe work practices.
9. Developing and maintaining cooperative safety attitudes in employees through the application of approved methods or preventive and corrective discipline.
10. Assuring that all safety meetings are held with all employees and the proceedings are recorded with sign in sheets and training documents are maintained for tracking purposes.
11. Ensuring employees received prompt medical treatment for all injuries.
12. Ensuring employee proficiency when assigning work requiring specific knowledge, special facilities or equipment.
13. Ensuring employees are fit to work.
14. Conducting Accident/Injury Investigations and correct the cause(s) as soon as possible to prevent a reoccurrence.
15. Ascertaining proper first aid and firefighting equipment is maintained and used when the conditions warrant its use.
16. Enforcing all safety rules in the District Code of Safe Practices and ensuring all safe work procedures are maintained.
17. Enforcing the wearing of personal protective equipment (PPE) on the job. This will depend on the circumstance and may include cut resistant gloves, respirators, and goggles. etc.
18. Maintaining a current posting of all emergency telephone numbers near all telephones.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part III: Responsibility	
Section 4: Employee Responsibilities	
Date: 08-01-2016	Revised [] New [x]

Employee Responsibilities

Every employee is responsible for working safely, both for self-protection and the protection of fellow workers. Employees must support and adhering to the Injury & Illness Prevention Program as directed by management.

Employee responsibilities are listed below:

1. Adhering to all safety policies rules and operating procedures established in the District Code of Safe Practices
2. Wearing and ensuring proper use, inspection, and use of appropriate personal protective equipment as required and provided by the District.
3. Inspecting and maintaining equipment for proper and safe operation.
4. Reporting all accidents and injuries, no matter how minor, to your department manager or supervisor immediately.
5. Encouraging other workers to work in a safe manner.
6. Reporting all observed unsafe acts and conditions to their supervisor.
7. Reporting to work in an acceptable condition and not under the influence of alcohol or drugs.

8. If you are unsure how to do any task safely, ask your department manager or supervisor.
9. Ensuring proper use of equipment and use all safeguards which are in place.
10. Do not remove, tamper with, or defeat any guard, safety device or interlocks.
11. Never engaging in horseplay or fighting.
12. Encouraging other employees to work in a safe and efficient manner.
13. Reporting any and all observed unsafe behaviors to your supervisor.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part III: Responsibility	
Section 5: Employee Rights	
Date: 08-01-2016	Revised [<input type="checkbox"/>] New [<input checked="" type="checkbox"/>]

Employee Rights

Employees have several rights with respect to occupational safety. These rights are listed below.

1. Employees have the right to safe and healthful working conditions.
2. Employees have the right to receive training in general safe work practices and specific training with regard to hazards unique to any job assignment.
3. Employees have the right to refuse work that would violate a health and safety standard or order where such violation would pose a real and apparent hazard to their safety or health.
4. Employees have the right to watch the District monitor and measure harmful substances in the workplace that is subject to Cal/OSHA standards.
5. Employees have the right to be told by the District if they are being exposed to concentrations of harmful substances higher than the exposure limits allowed by Cal/OSHA standards.
6. Employees have the right to see and copy records of exposure to toxic substances and harmful physical agents and medical records maintained by the District and the records of exposure to toxic substances and harmful

physical agents of employees with similar past or present jobs or working conditions.

7. Employees have the right to request an evaluation of the worksite by making a complaint about unsafe or unhealthful working conditions to Cal/OSHA. Cal/OSHA will keep the name of the person who makes the complaint confidential.
8. Employees have the right to an Employee Representative accompanying District representatives and Cal/OSHA representatives on an evaluation.
9. Employees have the right to discuss privately with the Cal/OSHA representative during an inspection.
10. Employees have the right to see any citation the District receives posted at or near the place where the violation occurred.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part III: Responsibility	
Section 6: Facilities Department Responsibilities	
Date: 08-01-2016	Revised []New [x]

Facilities Department Responsibilities

The Facilities Department has a critical role in maintaining all sites and facilities in proper and safe condition. Below are the responsibilities of the Facilities Department:

1. Responding immediately, or as soon as reasonably possible, to Facilities work requests concerning safety related issues. These Facilities requests must be given the highest priority.
2. Procedures in accordance with Cal /OSHA lockout/block out and tag out regulations will be strictly adhered to for locking, blocking and tagging out unsafe equipment, electrical circuitry, and equipment with moving parts. Lockout/block out and tag out procedures will be used if equipment is in need of repair or is no longer in use.
3. Procedures in accordance with Cal /OSHA confined space regulations will be strictly adhered to when working in permit or non-permit required confined spaces.
4. All equipment shall be used in a safe manner for which the equipment is Intended and in accordance with manufacturers' instructions, and recommended rules for safe operation.
5. Contracting with outside vendors as necessary to complete repairs that the Facilities Department is not trained, equipped or qualified.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part III: Responsibility	
Section 7: Custodial Responsibilities	
Date: 08-01-2016	Revised []New [x]

Custodial Responsibilities

The School District's Custodial Department plays a critical role in the safe housekeeping and cleanliness of all facilities. Below are the responsibilities of the Custodial Department:

1. Maintaining the cleanliness of facilities.
2. Reporting any physical damage to District property or buildings as soon as it is discovered to the Director of Facilities (vandalism, leaking roof, water damage, etc.).
3. Posting temporary signs, as needed.
4. Initiating work orders, as needed.
5. Reporting worn out or non-functioning infrastructure items (i.e. HVAC, Plumbing, Electrical, etc.) to Facilities Department and submit a work order.

Part IV

Compliance

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part IV: Compliance	
Section 1: District Commitment	
Date: 08-01-2016	Revised [<input type="checkbox"/>]New [x]

District Commitment

The School District is committed to providing all employees a safe and healthy work environment.

The District is also committed to providing all necessary personal protective equipment and safety training to employees at no cost to the employees.

The District maintains an open door policy allowing all employees to communicate any safety concerns.

Furthermore, the District is committed to adhering to all Federal, State, and local safety regulations and will provide full cooperation with any outside safety agency during the course of any inspection or audit.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part IV: Compliance	
Section 2: Employee Compliance	
Date: 08-01-2016	Revised [<input type="checkbox"/>] New [<input checked="" type="checkbox"/>]

Employee Compliance

Occupational safety and health regulations and workplace practices are designed to reduce or eliminate employee occupational injuries and illnesses.

Employee compliance with all rules and regulations is essential to maintaining a safe and healthy workplace.

Employees that have displayed an outstanding commitment to safety may be recognized through an employee recognition program.

Conversely, employees that violate any safety policy, procedures, rules and/or regulations may be subject to disciplinary action.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part IV: Compliance	
Section 3: Enforcement of Safety Policies	
Date: 08-01-2016	Revised [<input type="checkbox"/>]New [<input checked="" type="checkbox"/>]

Enforcement of Safety Policies

Compliance by all district employees of the District IIPP is mandatory and shall be considered a condition of their employment. The importance of safe work practices and the consequences of failing to abide by safety rules will be covered in the District's New Employee Safety Orientation. This will aid in ensuring that all employees understand and abide by all District safety policies.

The following programs will be utilized to ensure employee compliance with the safety program and all safety rules:

- Training Programs
- Retraining
- Optional Safety Incentive Programs
- Disciplinary Action

Training Programs

All permanent and intermittent workers, including managers and supervisors, shall have training and instruction on general and job specific safety and health practices. The training program shall consist of training benefits, training schedule, training topics, documentation, and specific training methods.

Retraining

Employees who are observed performing unsafe acts or not following proper procedures/rules will be retrained by their department manager or supervisor.

Optional Safety Incentive Programs

Although strict adherence to safety policies and procedures is required of all employees, the District may choose to periodically provide recognition of safety-conscious employees and job sites through a safety incentive program.

Disciplinary Action

The failure of an employee to adhere to safety policies and procedures established by the District can have serious impact on everyone concerned. An unsafe act can threaten, not only the health and well-being of the employee committing the unsafe act, but can also affect the safety of his or her coworkers and customers. Accordingly, any employee who violates any of the District's safety policies will be subject to disciplinary action.

Employees will be disciplined for infractions of safety rules and unsafe work practices observed, not just those which result in injury. At times, when an injury occurs, the accident investigation will reveal the injury was caused because the employee violated an established safety rule and/or safe work practice(s). In any disciplinary action, the department manager or supervisor should be cautious that discipline is given to the employee for safety violations and not simply because the employee was injured on the job or filed a workers' compensation claim.

Part V

Communication

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part V: Communication	
Section 1: General Information	
Date: 08-01-2016	Revised []New [x]

General Information

This section establishes procedures designed to develop and maintain employee involvement and interest in the District IIPP. These activities will also ensure effective communication between management and employees on safety related issues, which is of prime importance to the School District. The following are some of the safety communication methods which may be used:

1. Safety meetings with employees are held to keep employees alert to work related accidents and illnesses.
2. New employee safety orientation and provision of the District Code of Safe Practices.
3. Provision and Facilities of employee bulletin boards discussing safety issues, accidents, and general safety suggestions.
4. Written communications from management, including memos, postings, and newsletters.
5. Anonymous Employee Report of Unsafe Condition or Hazard.

Employees will be kept advised of highlights and changes relating to the safety program. The department manager or supervisor shall relay changes and improvements regarding the safety program to employees, as appropriate.

Employees will be involved in future developments and safety activities by requesting their opinions and comments, as necessary.

The School District recognizes that open, two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace.

Managers and supervisors are responsible for communication with all employees about occupational safety and health issues in a manner or form readily understandable by all employees.

Employees are encouraged to inform their managers and supervisors about workplace hazards without fear of reprisal.

The system of communication regarding safety and health at the District consists of many facets designed to facilitate a continuous flow of safety and health information between management and staff.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part V: Communication	
Section 2: New Employee Orientation	
Date: 08-01-2016	Revised [<input type="checkbox"/>] New [<input checked="" type="checkbox"/>]

New Employee Orientation

All new employees of the School District are required to attend a new-hire orientation.

All present employees of the District are required to attend a safety orientation meeting held during a modified schedule day or held at the beginning of the school year to refresh employees of safety compliance issues.

Safety information to be communicated to each employee at this orientation will include, but not be limited to, fire procedures, hazard communication, first aid procedures, blood borne pathogens, back injury prevention, and injury reporting.

All new employees will be required to sign a District Code of Safe Practices, which may be used to verify that they have participated in the new employee safety orientation. This Code will be forwarded to the employees personnel file.

The following items will be verbally covered with each new employee at New Employee Orientation, Quarterly New Employee Safety Training, and/or by the department manager or supervisor, on the first day of their employment.

1. Code of Safe Practices.
2. Hazard Communications Program.
3. Driving Safety Rules (if applicable).
4. Safety Rule Enforcement Procedures.
5. Necessity of reporting ALL injuries, no matter how minor, IMMEDIATELY to District Nurse.
6. Proper method of reporting safety hazards.
7. Emergency Procedures and First Aid/CPR/AED.
8. Proper work clothing and required personal protective equipment (PPE).
9. Training on all special equipment, such as lifts, to be utilized by the Employee.

Upon completion of orientation the department manager or supervisor shall complete and have the employee sign the District's New Employee Safety Orientation form. The employee shall receive a copy of the form, Code of Safe Practices, and Hazard Communication program guideline.

A copy of the signed form is to be forwarded to Human Resources to be placed in the employee's personnel file.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part V: Communication	
Section 3: Review of Injury & Illness Prevention Program	
Date: 08-01-2016	Revised [<input type="checkbox"/>] New [<input checked="" type="checkbox"/>]

Review of Injury & Illness Prevention Program

The Injury & Illness Prevention Program is to be used as a reference source for safety information pertaining to the School District.

All employees are entitled to review the contents of the Injury & Illness Prevention Program. Each site should have a copy of the program. The program should be kept at a location readily accessible to all employees.

All new employees will be informed of the program during orientation and where copies of the written plan are located. All employees will be notified of any revisions to the program as the revisions are made.

The Injury & Illness Prevention Program will be reviewed annually and revised as necessary. The Safety Committee may perform a critical review of the program.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part V: Communication	
Section 4: Training Programs	
Date: 08-01-2016	Revised [] New [x]

Training Programs

The School District is committed to providing all necessary safety training to its employees. Safety training programs are necessary for the District to communicate to employees the hazards associated with their positions and safe work practices necessary to mitigate those hazards.

Awareness of potential hazards, as well as knowledge of how to control them, is critical to maintaining a safe and healthful work environment and preventing injuries. To achieve this goal, we will provide training to each employee on general safety issues and procedures specific to the employee's work assignment.

Training will be communicated through dialog between trainer and trainee, on-line courses, safety videos, safety literature, safety power points, hands-on example, on-the-job training, seminars, and workshops.

Communication during training sessions should be two-way to ensure that employees understand their training and are afforded the opportunity to ask questions to clarify any information they may not understand initially.

The District Safety Officer will review the effectiveness of specific training programs and recommendations will be communicated to the necessary personnel or agencies conducting the training.

All management personnel will be trained at least twice per year on various accident prevention topics.

Employee Safety Training provides the following benefits:

1. Makes employees aware of job hazards.
2. Teaches employees to perform jobs safely.
3. Promotes two-way communication.
4. Encourages safety suggestions.
5. Creates interest in the safety program.
6. Fulfills Cal/OSHA training requirements.

Training Schedule

Employee Training will be provided at the following times:

1. All new employees will receive a safety orientation their first day on the job by their manager or supervisor and/or during New Employee Safety Orientation
2. All new employees will be given a copy of the Code of Safe Practices which they are required to read and sign acknowledgment of.
3. All field employees will receive their training at safety meetings.
4. All employees given a new job assignment, for which training has not been previously provided, will be trained before beginning the new assignment.
5. Employee training will be provided whenever new substances, processes, procedures, or equipment, which represents a new hazard, are introduced into the workplace.
6. Employee training will be provided whenever the School District is made aware of a new or previously unrecognized hazard.
7. Employee training will be provided whenever management believes additional training is necessary.

8. Employees will receive updated training specific to safety issues in relation to, and following, any serious accidents in order to avoid reoccurrence.
9. Employee training will be provided when employees are not following safe work rules or procedure.

Training Topics

Training Topics will include, but not be limited to:

1. Employee's Safety Responsibility.
2. General Safety Rules.
3. Code of Safe Practices.
4. Safe Job Procedures.
5. Use of Hazardous Materials.
6. Use of Equipment.
7. Emergency Procedures.
8. Safe Lifting and Material Handling Practices.
9. Use of Powered Industrial Trucks.
10. Use of Fall Protection.
11. Contents of Safety Program.

Documentation of Training

All training will be documented on one of the following methods:

1. Employee Safety Contact Form.
2. New Employee Safety Orientation Sign-In Sheet.
3. Safety Meeting Report.
4. Target Solutions On-Line Tracking System.

Training Methods

The following actual demonstrations of the way to perform a task are very helpful in most cases:

1. Telling the employee how to do the job safely.
2. Showing the employee how to do the job safely.
3. Having the employee tell you how to do the job safely.
4. Having the employee show you how to do the job safely.
5. Following-up to ensure the employee is still performing the job safely.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part V: Communication	
Section 5: District Safety Committee	
Date: 08-01-2016	Revised []New [x]

District Safety Committee

The District Safety Committee has two primary functions. The first is communication between employees and management.

The second function is the monitoring of the effectiveness of the District's Injury & Illness Prevention Program.

The District Safety Committee is District-wide and comprised of both management and staff. Most school sites should be represented with employees of various classifications on a volunteer basis.

The District Safety Committee will meet regularly, but at least quarterly. The format of the meeting is to be decided by the members of the committee but will always include a review of all injuries/accidents, a review of accident investigations, review of investigations pertaining to reports of hazardous conditions, a review of scheduled safety evaluations, and a round table session.

The District employees on the District Safety Committee are to provide direct feedback to senior management of organizational and operational issues that are directly affecting injuries and workers' compensation costs. Management is to provide employees with information and training regarding occupational safety.

Management is to provide employees with information and training regarding occupational safety.

All District Safety Committee meetings are to be documented in the form of written meeting minutes. Minutes will be distributed to each site and posted in an area accessible to all staff. Original meeting minutes will be kept in the Business Services Department.

At the end of each school year, the District Safety Committee should review its accomplishments to ensure its effectiveness in accomplishing safety goals and objectives.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part V: Communication	
Section 6: Posted/Distributed Information	
Date: 08-01-2016	Revised [<input type="checkbox"/>] New [<input checked="" type="checkbox"/>]

Posted/Distributed Information

The School District is committed to providing its employees with accurate and timely safety information. Safety literature, policies and procedures, concerns, Safety Committee meeting minutes, and other safety information will be posted in an area accessible to all employees or distributed in a manner allowing employees to receive information in a timely manner.

Any safety or health code violations will be posted at the work site where such violations occurred in accordance with the laws of the governing jurisdiction of the agency providing the citation.

Warning signs and other indicators of a hazardous condition will also be posted at the work site where hazards exist in accordance with applicable laws or District policies.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part V: Communication	
Section 7: Hazard Reporting System	
Date:08-01-2016	Revised <input type="checkbox"/> New <input checked="" type="checkbox"/>

Hazard Reporting System

It is the responsibility of all employees to report unsafe work conditions and practices to their appropriate supervisor or senior management.

Employees may use the Report of Unsafe Condition or Hazard Form to report unsafe work conditions and practices. Employees should forward the completed form to their supervisor for review and appropriate action.

The Report of Unsafe Condition or Hazard Form can be submitted anonymously. The Report of Unsafe Condition or Hazard Form may be obtained from the School Safety Coordinator or by contacting the Business Services Department.

It is the policy of the District to prohibit employee reprisal for reporting unsafe/unhealthy work conditions and practices. Management personnel who are found in violation of this policy shall be held accountable by means of established, progressive disciplinary procedures.

Employees who have knowledge of an unsafe/unhealthy work condition or practice and who intentionally conceal this information will be in violation of District policy and will be subject to established, progressive disciplinary procedures.

The District is committed to conducting complete and thorough investigations of all reports of hazardous conditions. If conditions are determined to be hazardous, appropriate measures will be taken by the District to correct those conditions.

Part VI

Hazard Assessment

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part VI: Hazard Assessment	
Section 1: General Information	
Date: 08-01-2016	Revised [] New [x]

General Information

The detection of hazards in the workplace is essential in ensuring a safe work environment.

Undetected and uncorrected safety hazards may cause accidents resulting in serious injury to employees.

There are two major sources of unsafe conditions – normal wear and tear of equipment and employee actions. Normal wear and tear is the constant process where equipment and areas of facilities deteriorate. Inspections of equipment and areas can detect hazardous conditions before they cause injury.

Misused and abused equipment can be dangerous. Employees may leave their work area untidy creating a dangerous environment.

Regular hazard identification and assessment can minimize the hazards to which employees may become exposed. Safety Evaluations and Hazard Classifications are tools utilized by the District to identify hazards.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part VI: Hazard Assessment	
Section 2: Hazard Identification and Evaluation	
Date: 08-01-2016	Revised [<input type="checkbox"/>] New [<input checked="" type="checkbox"/>]

Hazard Identification and Evaluation

To assist in the identification and correction of hazards, the School District has developed the following procedures. These procedures are representative only, and are not exhaustive of all the measures and methods, which will be implemented to guard against injury from recognized and potentially hazardous elements in the workplace. As new hazards are identified or improved work procedures developed, they will be promptly incorporated into the IIPP.

The following procedures will be utilized to identify hazards in the workplace:

1. Loss Analysis of Accident Trends.
2. Accident Investigation.
3. Employee Observation.
4. Employee Suggestions.
5. Regulatory Requirements for Our District.
6. Outside Agencies.

Loss Analysis of Accident Trends

Periodic loss analyses will be conducted by the Business Services Department. These will help identify areas of concern and potential job hazards. The results of these analyses will be communicated to management, supervisors, and employees through safety meetings and other appropriate means.

Employee Suggestions

Employees are encouraged to report any hazard they observe to their department manager or supervisor. No employee of the School District is to ever be disciplined or discharged for reporting any workplace hazard or unsafe condition. However, employees who DO NOT report potential hazards or unsafe conditions they are aware of may be subject to disciplinary action.

Regulatory Requirements

The District is subject to government regulations relating to safety. Copies of pertinent regulations can be obtained from the Business Services Department.

Outside Agencies

In addition to regulatory requirements, several organizations will assist us in identifying hazards in our workplace. These include safety representatives from insurance carriers, safety and health consultants, private industry consultants, and best practice recommendations provided by the California Department of Education, California Parks and Recreation Society, and other public, private, or non-profit organizations.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part VI: Hazard Assessment	
Section 3: Safety Inspections	
Date: 08-01-2016	Revised [<input type="checkbox"/>] New [<input checked="" type="checkbox"/>]

Safety Inspections

Periodic safety inspections ensure that physical and mechanical hazards are under control, and identify situations which may become potentially hazardous. Inspections shall include a review of the work habits of employees in all work areas. These inspections will be conducted by the department manager, supervisor, Assistant Superintendent, Business Services, or other designated individual.

Types of Periodic Safety Inspections

The following periodic safety inspections will be conducted:

1. Before any work commences at the site by the department manager or supervisor.
2. Daily by the department manager or supervisor on all sites.
3. When new substances, processes, procedures, or equipment are used.
4. When new or previously unrecognized hazards are identified.
5. Periodically by the department manager or supervisor at various sites.
6. Periodically by the Director of Fiscal Services or designee at various job sites.

Items to Check When Conducting Inspections

The aforementioned safety inspections will focus on unsafe employee actions, as well as unsafe conditions. The following is a partial list of items to be inspected:

1. The proper use of fall protection.
2. The proper use, condition, and grounding of all electrically operated equipment.
3. The proper use, condition, and safeguards for all power-driven equipment.
4. Compliance with the Code of Safe Practices.
5. Compliance with all applicable Fire Codes.
6. Trenches and excavations.
7. Scaffolds.
8. Personal Protective Equipment (PPE).
9. Hazardous materials.
10. Classroom, office space, or facility housekeeping.
11. Proper material storage.
12. Provision of First Aid Equipment and Emergency Medical Services.

Any and all hazards identified will be corrected as soon as practical in accordance with the School District's hazard correction policy.

If imminent or life threatening hazards are identified, which cannot be immediately corrected, all employees must be removed from the area, except those with special training required to correct the hazard.

Documentation of Inspections

Safety inspections will be documented to include the following:

1. Date on which the inspection was performed.
2. The name and title of the person who performed the inspection.
3. Any hazardous conditions noted or discovered, and the steps or procedures taken to correct them.
4. Signature of the person who performed the inspection.

One (1) copy of the completed form should be sent to the Assistant Superintendent, Business Services.

All reports shall be kept on file for a minimum of five (5) years.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part VI: Hazard Assessment	
Section 4: Hazard Classification of Employee Groups	
Date: 08-01-2016	Revised [] New [x]

Hazard Classification of Employee Groups

Hazard Classifications have been created for all employee groups within the District. The purpose of Hazard Classifications is to identify potential sources of hazards and to list control measures used to eliminate or minimize hazards.

For each Employee group, Hazard Classifications contain the following information:

- Job/Task Exposures.
- Potential Occupational Safety/Health Exposures.
- Control Measures for Occupational Safety/Health Exposures.

The following employee groups have Hazard Classifications:

- Art Teachers and Instructional Aides.
- Certificated Personnel and Instructional Aides (General).
- Food Service Personnel.
- Facilities and Electronics Technicians.

- Office, Clerical, Data Processing and Administrative Employees.
- Facilities – Custodians.
- Facilities – Grounds.
- Physical Education Teachers, Coaches and PE Attendants.
- Public Safety/Supervision.
- School Nurse and Clerical Support.
- Science Teachers.
- Teachers and Instructional Aides (Special Education).
- Transportation Personnel.
- Vehicle Facilities Employees.
- Warehouse/Delivery Personnel.
- Wood Shop Teachers.

Hazards Classifications will be reviewed annually to ensure that they are accurate for the positions listed.

In the event a new position or employee group is created, a Hazard Classification will be created immediately and inserted into this program.

Part VII

Hazard Correction

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part VII: Hazard Correction	
Section 1: Hazard Correction Responsibilities	
Date:08-01-2016	Revised []New [x]

Hazard Correction Responsibilities

The correction of any identified hazards should be conducted immediately. Personnel at all levels of employment have responsibilities in hazard correction. All personnel should have an understanding of their role in hazard correction to effectively eliminate identified hazards.

Senior Management

Senior management is responsible for allocating appropriate resources and funding for the correction of unsafe/unhealthy work conditions or practices.

Directors and Principals

Upon the identification of an unsafe/unhealthy work condition or practice, the directors and principals will initiate the appropriate corrective action by way of a work order or communication with senior management.

The directors and principals will handle conditions involving a serious concealed danger personally until appropriate individuals are notified and corrective action has been taken.

A serious concealed danger exists when condition or work practice creates a substantial probability of death, great bodily harm or serious exposure to an individual and the danger is not readily apparent to an individual who is likely to be exposed.

Supervisors

Supervisors are responsible for identifying and controlling access to a hazard and to prevent further danger to employees and the public, and notifying the necessary persons responsible for taking required action to correct the hazard.

Supervisors have the responsibility of investigating and determining the root cause of any unsafe condition. Any source of hazard that is beyond the ability of the supervisor to correct should be immediately reported to senior management.

Employees

All employees are responsible for taking appropriate action to correct unsafe and unhealthy working conditions by immediately notifying appropriate management personnel of the conditions.

Business Services Department

The District's Director of Fiscal Services is responsible for immediately initiating a response to any hazard which has come to his/her attention. The Director of Fiscal Services will follow-up on corrective activity for all reports of unsafe or unhealthy conditions, and review all reports of unsafe/unhealthy work conditions on a quarterly basis to determine the development of any patterns.

Facilities Department

The Facilities Department is responsible for repairs to buildings, grounds, and equipment with conditions which create hazards. Any safety related work order should be given the highest priority to ensure prompt correction.

Custodial Department

The Custodial Department is responsible for maintaining good housekeeping at all facilities. They are also responsible for reporting damage, malfunctions, or necessary repairs through the work order system and/or to the Facilities Department and Business Services Department.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part VII: Hazard Correction	
Section 2: Controlling Access to Areas Containing Hazards	
Date: 08-01-2016	Revised [<input type="checkbox"/>] New [<input checked="" type="checkbox"/>]

Controlling Access to Areas Containing Hazards

To prevent danger to employees and the general public, access to any area that contains an immediate hazard or serious concealed danger should be controlled.

Supervisors, Directors, and/or Principals responsible for the area of operation where such conditions exist are responsible for informing employees verbally and in writing.

The notification of any serious hazard should be done no later than eight hours from the time the unsafe condition has been identified.

Only authorized personnel should be allowed access to areas with immediate hazards or serious concealed danger. Students should never be allowed access to such areas.

Areas with such conditions should be properly secured to prevent any unauthorized access. Only when the condition has been corrected should access be permitted.

Examples of areas with immediate hazards include, but are not limited to, confined spaces, chemical storage areas, transformers, high voltage areas, and electrical utility rooms.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part VII: Hazard Correction	
Section 3: Hazard Correction Follow-Up	
Date:08-01-2016	Revised [<input type="checkbox"/>]New [<input checked="" type="checkbox"/>]

Hazard Correction Follow-Up

Whenever any report of unsafe or unhealthy condition has been made, follow-up is essential to ensure that proper corrections are being or have been made.

Persons of responsibility should conduct the necessary follow-up. Persons initiating Reports of Unsafe Condition or Hazard should inquire with their supervisors the status of corrections.

Any unnecessary delays in hazard correction should be investigated by directors/principals and reported to the Assistant Superintendent, Business Services.

In the event an unreasonable delay in correcting safety hazards occurs, the Director of Fiscal Services should inquire with the necessary personnel the status of the work and report back to the director/principal any pertinent information.

Once a reported hazard has been corrected, supervisors, directors and/or principals responsible for the area should conduct a safety evaluation to ensure that the hazard has been completely eliminated.

Only upon approval of the persons responsible for the area should access be allowed.

The following procedures will be used to evaluate, prioritize, and correct identified safety hazards. Hazards will be corrected in order of priority. The most serious hazards will be corrected first.

Hazard Evaluation

Factors which will be considered when evaluating hazards include:

1. Potential Severity: The potential for serious injury, illness, or fatality.
2. Likelihood of Exposure: The probability of the employee coming into contact with the hazard.
3. Frequency of Exposure: How often do employees come into contact with the hazard?
4. Number of Employees Exposed: The total amount of employees who were exposed to the hazard.
5. Possible Corrective Actions: What can be done to minimize or eliminate the hazard?
6. Time Necessary to Correct: How much time will be necessary to minimize or eliminate the hazard?

Techniques for Correcting Hazards

1. Engineering Controls: Could include machine guarding, ventilation, noise reduction at the source, and provision of material handling equipment. These are the first and preferred methods of control.
2. Administrative Controls: The next most desirable method would include rotation of employees or limiting exposure time.
3. Personal Protective Equipment (PPE): Includes hearing protection, gloves, respirators, and safety glasses. These are often the least effective controls for hazards and should be relied upon only when other controls are impractical.

Documentation of Corrective Action

All corrective action taken to mitigate hazards should be documented. Depending on the circumstances, one of the following forms should be used:

1. Safety Contact Report.
2. Safety Meeting Report.
3. Memo or Letter.
4. Safety Inspection Form.

***All hazards noted on safety inspections will be rechecked on each subsequent inspection and notations made as to their status.**

Part VIII

Accident/Injury Reporting Procedures

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part VIII: Accident Reporting Procedures	
Section 1: General Information	
Date: 08-01-2016	Revised [<input type="checkbox"/>] New [<input checked="" type="checkbox"/>]

General Information

All work-related accidents will be investigated by the department manager or supervisor or any other designated individual in a timely manner. This includes minor incidents and "near accidents," as well as serious injuries. An "accident" is defined as any unexpected occurrence which results in injury to personnel, damage to equipment, facilities, material, or interruption of normal facilities.

Responsibility for Accident Investigation

Immediately upon being notified of an accident, the department manager or supervisor, or any other designated individual, shall conduct an investigation. The purpose of the investigation is to determine the cause of the accident and corrective action to prevent future reoccurrence; not to fix blame or find fault. An unbiased approach is necessary in order to obtain objective findings.

The Purpose of Accident Investigation

1. To prevent or decrease the likelihood of similar accidents.
2. To identify and correct unsafe work practices and physical hazards. Accidents are often caused by a combination of these two (2) factors.
3. To identify training needs. This makes training more effective by focusing on factors which are most likely to cause accidents.

What Types of Accidents Do We Investigate?

1. Fatalities.
2. Serious Injuries.
3. Minor Injuries.
4. Property Damage.
5. Near Misses.

Accident Investigation Procedures

Immediately upon being notified of an accident, the department manager, supervisor, or other designated individual will:

1. Visit the accident scene, as soon as possible, while facts and evidence are still fresh, and before witnesses forget important details, to make sure hazardous conditions, to which other employees or customers could be exposed, are corrected or have been removed.
2. Provide the necessary first aid or medical services to the injured employee.
3. If possible, interview the injured worker at the scene of the accident and verbally "walk" him or her through a re-enactment. All interviews should be conducted as privately as possible. Interview all witnesses individually and talk with anyone who has knowledge of the accident (even if they did not actually witness it).
4. Ensure that the employee and/or supervisor has reported the employee injury to district nurse, using the procedures outlined in Accident Reporting Procedures.
5. Consider taking signed statements in cases where facts are unclear or there is an element of controversy.
6. Thoroughly investigate the accident to identify all accident causes and contributing factors. Document details graphically. Use sketches, diagrams, and photos as needed. Take measurements when appropriate.

7. All accidents involving death, disfigurement, amputation, loss of reported to Cal/OSHA immediately. The District's Business Services Department, Business Services Division is the designated department which will report a work related fatality or serious injury within eight (8) hours to Cal/OSHA.
8. Focus on causes and hazards. Develop an analysis of what happened, how it happened, and how it could have been prevented. Determine what caused the accident itself, not the injury.
9. Every investigation must also include an action plan stating how to prevent accidents of this type from occurring in the future.
10. In the event a third party or defective product contributed to the accident, save any evidence as it could be critical to the recovery of claim costs.
11. Complete the Accident Investigation/Corrective Action Report and Forward to the Assistant Superintendent, Business Services.

Accurate and Prompt Investigations

1. Ensures information is available
2. Causes can be quickly corrected
3. Helps identify all contributing factors
4. Reflects management concern
5. Reduces chance of recurrence

Investigation Tips

1. Avoid placing blame
2. Document with photos and diagrams, if necessary
3. Be objective and gather the facts
4. Reconstruct the event
5. Use open-ended questions

Questions to Ask

When investigating accidents, asking open-ended questions such as who, what, when, where, why, and how will provide more information than closed-ended questions such as "were you wearing gloves?"

Examples include:

1. How did it happen?
2. Why did it happen?
3. How could it have been prevented?
4. Who was involved?
5. Who witnessed the incident?
6. Where were the witnesses at the time of the incident?
7. What was the injured worker doing?
8. What was the employee working on?
9. When did it happen?
10. When was the accident reported?
11. Where did it happen?
12. Why was the employee assigned to do the job?

The single most important question to be answered as the result of any investigation is:

What do you recommend be done (or have you done) to prevent this type of incident from recurring?

Completion of Accident Investigation

The following steps are to be taken upon the completion of the accident investigation:

1. Take or recommend corrective action.
2. Document corrective action.
3. Management and the Director of Fiscal Services will review the results of all investigations.
4. Consider safety program modifications.

Information obtained through accident investigations can be used to update and improve our current program.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part VIII: Accident Reporting Procedures	
Section 2: Injured Employee Procedures: Non-Emergency	
Date: 08-01-2016	Revised []New [x]

Injured Employee Procedures: Non-Emergency

Immediately report all injuries or near misses to your supervisor and follow the steps outlined below for injuries

1. Each employee is responsible to immediately report to their supervisor that they have injured themselves while working.
2. If the injury is an emergency dial 911. After the employee has been transported to a hospital or medical, the District Safety Officer needs to be notified. The supervisor may place the call if the employee is unable to do so.
3. Prior to seeking medical attention (non-life threatening) at a District approved medical facility, the employee must contact the District's medical 24/7 Employee Call Center. Employees, who believe they have a life-threatening emergency, have to call 911 immediately.
4. If treatment is required, but the injury is not an emergency, your supervisor will provide you with a Claim form for workers' compensation (Form DWC1).

5. After seeking treatment at District approved medical facility, it is your responsibility to bring your Doctor's Status Report to Human Resources Department at the District Office. Human Resources must review your status report before any work is resumed.
6. You must receive a Return to Work Authorization Form from Human Resources prior to returning to work.
7. If on the Doctor's Status Report there are any work restrictions or modified duty identified, you must be granted approval from Human Resources to work in a temporary modified duty or alternative work capacity.
8. Temporary modified duty or alternative work may be available for a period not to exceed 90 calendar days.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part VIII: Accident Reporting Procedures	
Section 3: Injured Employee Procedures: Emergency	
Date: 08-01-2016	Revised [] New [x]

Injured Employee Procedures: Emergency

1. Should you feel you have a life-threatening emergency, call 911 immediately.
2. Immediately report all injuries or near misses to your supervisor.
3. Your supervisor will complete an Accident Investigation Report.
4. Prior to seeking medical attention (non-life threatening) at a District approved medical facility, you must contact the District's Human Resources Department.
5. If treatment is required, but the injury is not an emergency, your supervisor will provide you with a Claim form for Workers' Compensation (Form DWC1).
6. After seeking treatment at District approved medical facility, it is your responsibility to bring your Doctor's Status Report to Human Resources Department at the District Office. Human Resources must review your status report before any work is resumed.
7. You must receive a Return to Work Authorization Form from Human Resources prior to returning to work.

8. If on the Doctor's Status Report there are any work restrictions or modified duty identified, you must be granted approval from Human Resources to work in a temporary modified duty or alternative work capacity.
9. Temporary modified duty or alternative work may be available for a period not to exceed 90 calendar days.

Manager/Supervisor/Administrator Procedures

If an employee is injured at work & NEEDS MEDICAL ATTENTION:

1. Should you feel you have a life-threatening emergency, call 911 immediately.
2. Contact Human Resources to report the incident.
3. Provide injured employee with Claim Form (Form DWC 1) to complete Employee Section (Top half) of form.
4. Complete and sign Employer Section of Form DWC 1 (Bottom half of form).
5. Provide employee with the following:
 - Copy of Form DWC 1
 - "Employee Procedures for Work-Related Injuries" sheet
 - "Facts about Workers' Compensation" pamphlet
6. Send original Form DWC 1 to Human Resources within 1 (ONE) working day.
7. The "Supervisor's Accident Investigation Report" must be completed by the following and sent to Human Resources within 1 (ONE) working day:
 - School Sites – Principal or Assistant Principal
 - Child Nutrition – Nutrition Supervisor
 - District Offices – Employee's Supervisor
 - Maintenance – Employee's Supervisor

If the employee DOES NOT WANT MEDICAL ATTENTION:

1. Employee must complete the WAIVER OF MEDICAL ATTENTION form.
2. Provide employee with the District's medical pamphlet. The employee may call Human Resources at a later time, if the injury worsens and/or they wish to seek medical treatment.
3. Supervisor must complete the "Supervisor's Accident Investigation Report."
4. You do not need to complete the Claim Form (Form DWC 1), if the employee does not want medical treatment.
5. Send WAIVER and the "Supervisor's Accident Investigation Report" to Human Resources within 1 (ONE) working day.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part VIII: Accident Reporting Procedures	
Section 4: Manager and Supervisor Procedures	
Date: 08-01-2016	Revised [<input type="checkbox"/>] New [<input checked="" type="checkbox"/>]

Manager and Supervisor Procedures

1. Upon notification of an injured employee, ensure that employee contacts District Nurse and follows the steps outlined in:

Section 2: Injured Employee Procedures: Non-Emergency.

Section 3: Injured Employee Procedures: Emergency.

2. Complete the District's Accident Investigation Report and forward to Workers' Compensation Specialist within 24 hours.
3. If the employee is authorized to return to work, the employee must provide Workers' Compensation Specialist with a copy of the Work Status Report releasing them to full duty.
4. If the employee is assigned work restrictions by the treating physician, Workers' Compensation Specialist, Return to Work Coordinator will review the work restrictions. If the employer is able to accommodate the work restrictions in the employee's usual and customary job, the employee will return to work with the restrictions. If the employer is unable to accommodate the work restrictions in the employee's usual and customary job, the employee will be placed in a temporary assignment which accommodates the particular work injury and protects the injured body part.

5. If the injured worker is unable to return to work, they must provide Workers' Compensation Specialist with the Work Status Report indicating they have been placed off work and for what duration.
6. The employee must return to the physician for follow-up appointments and return any subsequent Work Status Reports to Workers' Compensation.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part VIII: Accident Reporting Procedures	
Section 5: Reports to Cal-OSHA	
Date: 08-01-2016	Revised [<input type="checkbox"/>]New [<input checked="" type="checkbox"/>]

Reports to Cal-OSHA

Serious and fatal injuries are to be immediately reported to Cal-OSHA by the Director of Fiscal Services or designee.

Serious injuries warranting Cal-OSHA notification include injuries that occur in a place of employment or in connection with any employment which requires inpatient hospitalization for a period in excess of 24 hours for other than medical observation or in which an Employee suffers a loss of any member of the body or suffers any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by the commission of a Penal Code violation, except the violation of Section 385 of the Penal Code, or an accident on a public street or highway.

Immediately means as soon as practically possible but not longer than eight (8) hours after the District knows or with diligent inquiry would have known of the death or serious injury or illness.

If the District can demonstrate that exigent circumstances exist, the time frame for the report may be made no longer than 8 hours after the incident.

When making such report, whether by telephone, the Director of Fiscal Services or designee shall include the following information, if available:

- (1) Time and date of accident.
- (2) District's name, address and telephone number.
- (3) Name and job title of person reporting the accident.
- (4) Address of site of accident or event.
- (5) Name of person to contact at site of accident.
- (6) Name and address of injured employee(s).
- (7) Nature of injury.
- (8) Location where injured employee(s) was moved to.
- (9) List and identity of other law enforcement agencies present at the site of accident.
- (10) Description of accident and whether the accident scene or instrumentality has been altered.

Part IX

Accident Investigation

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part IX: Accident Investigation	
Section 1: Supervisor's Accident Investigation	
Date: 08-01-2016	Revised [<input type="checkbox"/>] New [<input checked="" type="checkbox"/>]

Supervisor's Accident Investigation

It is the responsibility of the immediate supervisor to investigate all injuries (or near misses) and report on the District's Supervisor's Accident Investigation Report.

Supervisors will retain a copy and supply a copy to the Assistant Superintendent, Business Services. These reports will be used in compiling data for Quarterly Loss Analysis Reports and are subject to review by the District's Safety Committee.

Procedures for investigating Employee injuries include:

1. Visiting the accident scene as soon as possible. This will allow the Supervisor to see the scene of the accident before any alterations to the scene can be made. It also allows the Supervisor to be visible and available to employees in the area.
2. Interviewing injured workers and witnesses. Several points of view may be helpful in determining the actual cause of an accident. Always include statements in the accident investigation report.
3. Examining the workplace for factors associated with the accident. It is essential to inspect the scene of the accident to determine if any hazards are present that may cause future accidents.

4. Determining the cause of the accident and understanding the root cause of an accident will allow management to measures to prevent similar accidents from recurring. Determining the root cause may be a difficult or arduous task. A diligent investigation will allow management to understand the root cause.
5. Taking corrective action to prevent the accident from recurring. Immediate and complete corrective action is essential.
6. Documenting the findings and corrective actions taken by completing Supervisor's Accident Investigation Report. Attach all necessary information to the investigation report.

The Director of Fiscal Services is responsible for maintaining all accident investigation reports and ensuring that a copy of the report is forwarded to the Worker's Compensation Claims Coordinator.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part IX: Accident Investigation		
Section 2: Outside Agency Investigation		
Date: 08-01-2016	Revised []	New [x]

Outside Agency Investigation

Serious injuries and fatalities may also be investigated by agencies outside of the District.

Insurance agencies as well as Cal/OSHA, fire departments, law enforcement agencies, and the District Attorney may desire to investigate serious accidents and fatalities.

The District will cooperate with and assist outside agencies during the course of these investigations.

Part X

Training & Instruction

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part X: Training & Instruction	
Section 1: New Employee Safety Orientation	
Date: 08-01-2016	Revised [<input type="checkbox"/>]New [<input checked="" type="checkbox"/>]

New Employee Safety Orientation

New employees are required to attend an orientation that includes safety as a major topic. The Director of Fiscal Services or designee is responsible for conducting the new Employee safety and health orientation training.

Safety training at the new Employee orientation shall include but not be limited to:

1. General work rules and procedures
2. Hazard Communication
3. Blood borne Pathogens
4. Injury Reporting
5. Back Injury Prevention& Safe Lifting Procedures
6. Emergency action and fire plan
7. District's Code of Safe Practices

This training shall be documented and all documentation should be maintained by the District.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part X: Training & Instruction	
Section 2: Initial Job Instruction	
Date: 08-01-2016	Revised []New [x]

Initial Job Instruction

Initial job instruction refers to the on-the-job training given to new employees to prepare them to do a specific job.

This type of safety training is an initial effort to generally acquaint employees with what they will need to know to perform their new positions safely.

Whether the employee is a new hire or a transfer from area position, safety training is essential.

When employees move to new occupations they are confronted with an entirely new workstation. With this new environment, employees may be subject to a new set of hazards.

Initial job instruction (or Job Position Safety Orientation) covers such topics as general hazards, clean up and housekeeping responsibilities, and appropriate general safety rules.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part X: Training & Instruction	
Section 3: Pre-Job Safety Instructions for Non-Routine Hazardous Jobs	
Date: 08-01-2016	Revised [] New [x]

Pre-Job Safety Instructions for Non-Routine Hazardous Jobs

For non-routine, hazardous jobs it is advisable to cover the major job hazards with pre-job safety instructions.

A pre-job safety instruction for non-routine, hazardous jobs is a specific orientation to the employee for a specific hazardous operation.

Supervisors assigning non-routine, hazardous jobs are responsible for conducting pre-job instructions.

During this orientation, the supervisor will cover specific hazards and precautions necessary for the job.

Information to be included during this type of training should include but not be limited to:

1. Safety equipment and personal protective equipment requirements.
2. Potential exposure to toxic materials.
3. Emergency procedures.
4. Physical hazards associated with the work area.

Hazardous Jobs Identified by the School District includes, but is not limited to:

1. Food Service Personnel.
2. Facilities Personnel.
3. Grounds Personnel.
4. Transportation Personnel.
5. Custodial Personnel.
6. Vehicle Facilities Personnel.
7. Reprographic Personnel.
8. School Nurse Personnel.
9. Public Safety Personnel.
10. Warehouse/Delivery Personnel.
11. Specialty Certificated Personnel.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part X: Training & Instruction	
Section 4: Safety Talks	
Date: 08-01-2016	Revised [] New [x]

Safety Talks

Planned Safety Talks

Planned Safety Talks are one of several supervision tools for ongoing safety instructions designed to increase awareness of hazards, safe job procedures and critical safety rules.

Essentially, such talks are short five to ten minute instructional talks between the first line supervisor and one or more employees.

The subject of the talk is a specific topic like a safety rule or a particular hazard that is in need of emphasis. Supervisors should conduct safety talks.

Planned safety talks should be used whenever a new substance, process, procedure or equipment presenting a new hazard is introduced and whenever a supervisor becomes aware of a new or previously unrecognized hazard.

If a new substance, process, procedure or equipment presenting a new hazard is not introduced supervisors may schedule regular Safety Talks at a frequency that best suits the needs of the department or affected employees.

Correctional Safety Talks

When an employee is observed working in an unsafe manner, it is the responsibility of the supervisor to correct the employee in a manner appropriate to the facts of the case. Correctional Safety Talks should be conducted in a friendly but firm manner.

Supervisors should complete the Employee Safety Contact Report to document the safety concern, along with the corrective action so that the unsafe practice may be eliminated and forward a copy to the Assistant Superintendent, Business Services.

Part XI

Record Keeping

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Injury & Illness Prevention Program

Part XI: Record Keeping	
Section 1: Record Keeping	
Date: 08-01-2016	Revised [] New [x]

Record Keeping

There are several forms of documentation that must be retained for record keeping purposes:

Safety Evaluation Documentation

1. Safety evaluation documentation will be maintained by the Assistant Superintendent, Business Services.
2. Safety evaluation documentation should include the name of the person(s) conducting the evaluation.
3. Safety evaluation documentation should include any unsafe conditions or work practices.
4. Safety evaluation documentation should include corrective actions.
5. Safety evaluation documentation should be maintained for no less than five years.

Safety Training Documentation

1. Director of Fiscal Services, or designee, and the employee's supervisor will maintain safety training documentation for a period of no less than five years.

2. Safety training documentation should include the employee's name, training dates, type of training, training providers.
3. Safety training documentation should be maintained in employee's personnel file for the duration of the employee's employment.

Employee Injury Reports/Supervisor Accident Investigation Reports

1. The Director of Fiscal Services will maintain employee injury reports and supervisor's accident investigation reports.
2. Copies of employee injury reports and supervisor's accident investigation reports will be maintained in the injured employee's personnel file.
3. Copies of employee injury reports and supervisor's accident investigation reports shall remain in the injured employee's file for the duration of the injured employee's employment.

Environmental/Employee Medical Monitoring

1. The Director of Fiscal Services will maintain environmental and/or employee medical monitoring documentation for a period of no less than thirty years.

Laguna Beach Unified School District

13. ACTION

October 24, 2016

Approval: Award of Architectural Service Contract to Ruhnau Ruhnau Clarke Architects to provide Architectural/Engineering Services Related to the Site Work Associated with Replacing Existing Portables with Three (3) Modular Buildings and Adding a Music Building at Top of the World Elementary School for an Amount Not to Exceed \$60,500.00 (Includes \$2,500 for Reimbursable Expenses)

Proposal

Staff proposes the Board of Education award a service contract to Ruhnau Ruhnau Clarke Architects to provide Architectural/Engineering Services related to the site work associated replacing existing portables with three (3) modular buildings and adding a music building at Top of the World Elementary School for an amount not to exceed \$60,500.00 (includes \$2,500 for reimbursable expenses).

Background

On January 12, 2016 the Board awarded an architectural services agreement to SVA Architects for the design and engineering associated with replacing the 3 portables at Top of the World with permanent modular buildings and adding a music building. The total amount of the contract with SVA Architects was \$194,860. To date, roughly half of the total contract has been paid in line with the 50% of services rendered to preparing the plan for approval through the Division of the State Architect (DSA). At this time, staff is recommending to use the current drawings that have been developed by SVA and switch the architect of record to Ruhnau Ruhnau Clarke. The change staff proposes in the design team is based on Ruhnau's superior ability to work with DSA, as well as a substantial cost savings in design fees.

Budget Impact

The fiscal impact to the District is \$60,500.00, which will be paid from the Capital Facilities Fund (Fund 25).

Recommended Action

Staff recommends the Board of Education award a service contract to Ruhnau Ruhnau Clarke Architects to provide Architectural/Engineering Services related to the site work associated replacing existing portables with three (3) modular buildings and adding a music building at Top of the World Elementary School for an amount not to exceed \$60,500.00 (includes \$2,500 for reimbursable expenses).

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 24th day of October in the year 2016 by and between the LAGUNA BEACH UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," and RUHNAU 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 TOP OF THE WORLD ELEMENTARY SCHOOL PORTABLE REPLACEMENTS AND NEW MUSIC BUILDING, hereinafter referred to as the "PROJECT"; and

WHEREAS, ARCHITECT understands that state funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If state funding is not received for the PROJECT, this AGREEMENT may be voided by the DISTRICT except to the extent services have been rendered pursuant to the approval of the DISTRICT's Board; 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 Information 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 five (5) complete sets of 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) Prepare a marked set of prints which indicate the dimensioned location of buried utility lines and which show changes in the work made during construction ("as-built 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 prepare 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.

c. The ARCHITECT shall deposit a reproducible set of Construction 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. Upon the DISTRICT's request, the ARCHITECT shall recommend an acceptable plan room, or blueprinting shop, or, in the alternative, ARCHITECT shall print the necessary bidding information, Contract forms, general conditions, supplementary general conditions and all other Construction Documents necessary to bid the PROJECT and award a complete Contract to a successful bidder and shall deliver/distribute such printed copies to all interested bidders.

e. The ARCHITECT shall make subsequent revisions to drawings, specifications, and other DSA approved Construction Documents that result from the approval of any substitution request, 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.

f. 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.

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 shall reproduce five (5) sets of Construction Documents and all progress prints for the DISTRICT's and the DISTRICT's consultant's use at the ARCHITECT's expense.

d. 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.

l. 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 required 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. The ARCHITECT shall, at the ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on the marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

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 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.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of Construction Costs at no additional cost.

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.

2. 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.

4. This AGREEMENT may be terminated without cause by the DISTRICT upon 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 10% 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:	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 FIVE THOUSAND Dollars (\$5,000.00) 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. Workers' Compensation and Employer's Liability. 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

b. 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

c. 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. Valuable Document Insurance. 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.

f. 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. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.

g. 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.

4. 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
Telephone: (949) 497-7700 x5222
Facsimile: (949) 494-6021

ARCHITECT:

_____, CA _____
Attn: _____
Telephone: () _____ - _____
Facsimile: () _____ - _____

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 Ruhnau Clarke Architects

Laguna Beach Unified School District

By: _____

By: _____

Its: _____

Its: _____

APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo

Terry T. Tao, Esq.

Hugh W. Lee, Esq.

Attorneys for Laguna Beach Unified School District

EXHIBIT "A"

ARCHITECT'S FEE SCHEDULE (for New Construction*,)**

1. Nine percent (9%) of the first five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$45,000.00)
2. Eight and one-half percent (8 1/2%) of the next five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$42,500.00)
3. Eight percent (8%) of the next one million dollars (\$1,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$80,000.00)
4. Seven percent (7%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$280,000.00)
5. Six percent (6%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$240,000.00)
6. Five percent (5%) of the PROJECT's Computed Cost, as defined herein Exhibit "A," in excess of ten million dollars (\$10,000,000.00).

***Computed Cost:** The Computed Cost shall be the acceptable estimate of Construction Cost to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders, with the exception of items resulting from errors and omissions on the part of the ARCHITECT.

****For the installation of portable and/or relocatable buildings,** the ARCHITECT's Fee shall be determined as follows: four percent (4%) of the cost of the factory-built portable/relocatable building(s) plus the cost of all other labor and/or materials necessary to install the factory-built portable/relocatable building(s) at the PROJECT site as applied to the fee schedule detailed in items (1) through (6) above, with the exception of any costs for change orders resulting from the errors and omissions on the part of the ARCHITECT.

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 Computed 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 Computed Cost used to calculate the ARCHITECT's fee.

EXHIBIT "A" (cont.)

**ARCHITECT'S FEE SCHEDULE
(for Reconstruction/Modernization*)**

1. Twelve percent (12%) of the first five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$60,000.00)
2. Eleven and one-half percent (11 1/2%) of the next five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$57,500.00)
3. Eleven percent (11%) of the next one million dollars (\$1,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$110,000.00)
4. Ten percent (10%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$400,000.00)
5. Nine percent (9%) of the next four million dollars (\$4,000,000.00) of Computed Cost. (Maximum of \$360,000.00)
6. Eight percent (8%) of the PROJECT's Computed Cost, as defined herein Exhibit "A," in excess of ten million dollars (\$10,000,000.00).

***Computed Cost:** The Computed Cost shall be the acceptable estimate of Construction Cost to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders, with the exception of items resulting from errors and omissions on the part of the ARCHITECT.

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 Computed 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 Computed Cost used to calculate the ARCHITECT's fee.