



LAGUNA BEACH
UNIFIED SCHOOL DISTRICT

**Regular Meeting
of the
Board of Education**

AGENDA

November 15, 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

November 15, 2016

Open Session 6:00 PM
Reception to Honor Outgoing Trustee 5:45 – 6:00 PM

AGENDA

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

1. CALL TO ORDER

2. ROLL CALL TO ESTABLISH QUORUM

3. PLEDGE OF ALLEGIANCE

4. ADOPTION OF AGENDA

5. SPECIAL RECOGNITIONS

- a. Recognition of student participants in the *18th Annual Laguna Beach Plein Air Painting Invitational*
- b. Recognition of outgoing Trustee:
William Landsiedel - Board Member 2008 – 2016

6. 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.

7. REPORTS

- *Auditors – Vavrinek, Trine, Day & Company, LLP*
- *Student Representative(s)*
- *LaBUFA Representative*
- *CSEA Representative*
- *Organizations – Boosters, PTA, SchoolPower*
- *Board Members*
- *Superintendent*
- *Cabinet Members*
- *Principal Report – Mike Conlon, Top of the World Elementary School*

8. CONSENT CALENDAR

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

- a. Approval of Minutes
 - i. October 24, 2016 Regular Meeting
 - ii. November 4, 2016 Special Meeting
- b. Approval/Ratification of Personnel Report
- c. Approval/Ratification of Conference/Workshop Attendance
- d. Approval of Field Trip
- e. Approval of Release of Resident Student(s) to Orange County Department of Education Community Home Education Program
- f. Approval of Acceptance of Gifts and In-kind donations – Checks Totaling \$2,400.00
- g. Approval of Agreements for Contracted Services – Special Education
- h. Approval of Agreements for Contracted Services – Technology
- i. Approval/Ratification of Warrants #38833 through #388513 in the amount of \$1,884,262.85 Dates: 10/16/2016 through 11/04/2016
- j. Approval/Ratification of Certificated Payroll 4A in the Amount of \$2,195,668.59
Approval/Ratification of Classified Payroll 4B in the Amount of \$717,209.94
- k. Approval of Educational Affiliation Agreement for Student Fieldwork Experience with California State University, Long Beach from November 15, 2016 through November 15, 2019
- l. Approval to Renew Bid Award to Tangram Interiors for Furniture and Equipment
- m. Approval of 2015-2016 District Audit
- n. Approval of Revised Architectural Services Agreement with Ruhnau Ruhnau Clarke Architects for the Portable Classroom Replacements and Music Building Addition at Top of the World Elementary
- o. Establishment of Annual Organizational Meeting

INFORMATION ITEMS

9. REPORT ON DEVELOPER FEES

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

– **Jeff Dixon, Director, Facilities**

Developer fees are required to be deposited in a separate capital facilities account or fund, which for school agencies is the Capital Facilities Fund (Fund 25), so that the collection and use of developer fees is accounted for separately from the rest of the agency's activities. Any interest earned on those funds must be credited to the same fund and must be used for the same purpose as the fees collected.

10. COLLEGE READINESS BLOCK GRANT

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

Staff will present an update to the Board of Education regarding the proposed implementation plan for use of the College Readiness Block Grant.

11. FIRST READING OF BOARD POLICY 6171 TITLE 1 PROGRAMS

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

Title I, Part A, of the Elementary and Secondary Education Act, as amended (ESEA) provides financial assistance to local educational agencies (LEAs) and schools with high numbers or high percentages of children from low-income families to help ensure that all children meet challenging state academic standards. The Laguna Beach Unified School District qualifies to receive Federal Title I funding for El Morro Elementary School and Thurston Middle School. The Elementary and Secondary Education Act (ESEA) requires that school districts adopt a board policy regarding Title I programs.

ACTION ITEMS

12. APPROVAL OF JOB DESCRIPTION: SCHOOL READINESS NURSE

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

Staff recommends the Board of Education approve the job description of School Readiness Nurse.

13. APPROVAL OF INDEPENDENT CONTRACTOR AGREEMENT WITH JENNIFER MCCLUAN IN AN AMOUNT NOT-TO-EXCEED \$10,500

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

Staff proposes the Board of Education approve an Independent Contractor Agreement for consulting services by Jennifer McCluan to advise and support our Next Generation Science Standards (NGSS) Implementation Team with middle school and high school pathways decisions.

14. APPROVAL OF RESOLUTION NO. 16-17: ESTABLISH INTERFUND TRANSFER OF \$500,000 FROM THE SPECIAL RESERVE FUND FOR THE ALISO PROPERTY RESERVE TO THE GENERAL FUND FOR 2016-2017

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

Staff proposes the Board of Education approve Resolution No. 16-17: Establish Interfund Transfers from the Reserve for Capital Outlay, Subfund 4041 Aliso Property Reserve to the General Fund (01) for 2016-2017.

15. APPROVAL TO APPOINT TWO BOARD REPRESENTATIVES AND ONE ALTERNATE REPRESENTATIVE TO COLLEGE AND CAREER ADVANTAGE BOARD

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

Staff proposes the Board of Education select and appoint two Board members and one alternate for the College and Career Advantage Board.

16. ADJOURNMENT

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

The next Regular Meeting of the Board of Education is **Tuesday, December 13, 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

8.a.i. CONSENT/ACTION

November 15, 2016

Approval:

Minutes

**Board of Education
Minutes of Regular Meeting
October 24, 2016**

Call to Order

Open Session of the Regular Meeting of the Board of Education was called to order by Board President Landsiedel at 6:00 p.m., at 550 Blumont St., 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
Elizabeth Phillips, Vice 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
Jeff Dixon, Director, Facilities
Shannon Soto, Director, Fiscal
Amy Kernan, Coordinator, Assessment & Accountability
Chris Herzfeld, Principal, Laguna Beach High School
Jenny Salberg, Principal, Thurston Middle 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, pulling item 12, Injury Illness Prevention Program, at staffs request. Member Normandin 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 as amended.

Public Comment (Items not on the Agenda)

Bruce Hopping commented on the importance of good sports nutrition and sports psychology. He also commented on his wish for a 50 meter pool at the high school.

Reports

Student Representative – Chloe Bryan, LBHS

Chloe provided information on the following topics:

- College testing for all students took place last week
- Homecoming was very successful
- Theater students will be performing “The Man Who Came to Dinner”
- New glass walls have been installed in the library
- College Roundup was very successful
- Fall sports update, all teams doing very well

LaBUFA Representative – Sara Hopper, LaBUFA Vice President

- No report

CSEA Representative – Elizabeth Phillips, CSEA Vice President

- CSEA is happy to welcome Dr. Vilorio and Dr. Odipo to the November 9 CSEA meeting
- Nominations are in process for CSEA Board Members
- LaunchPad Professional Development continues to be well received

PTA – Tammy Skenderian

- Attended advocacy forum through OCDE, LBUSD received high praise
- Attended Brown Act workshop
 - LBUSD Board members commented on the Brown Act
- November 16 Coffee Break topic will be Social Media Predators
- College Roundup very successful
- El Morro PTA Boo Blast October 28
- TMS PTA Sport swap November 5

Board Members

Board members reported as follows:

Clerk Vickers

- Attended DELAC – Learning Link information shared
- Recognized everyone's hard work involved with the College Roundup
- Commented on the many opportunities PTA brings to the District
- Attended Dodgeball tournament

Member Perry

- Commented on the District's vision statement
- Stated it may be a good time to revisit the math pathways at the middle school level
- Shared information on three new exhibits at the Laguna Beach Art Museum

Member Normandin

- Attended College Roundup and commented on how great it was

Member Brown

- Attended Dodgeball tournament
- Attended presentation on PSAT by Tyler Durham
- Thanked Jeff Dixon for providing Facilities Condition Assessment
- Applauded Thurston Middle School staff for the work on Multi-tiered Systems of Support

President Landsiedel

- Thanked staff for the study sessions on Facilities and Next Generation Science Standards and
- Commented on College Roundup and the many opportunities provided for students

Superintendent Vilorio

- Thanked high school staff for conducting pre-college testing for all students
- Attended City Council Meeting to help honor three LBHS students who have pledged to be drug free
- Commented on the Boo Blast artwork in the Board room
- Attended Dodgeball tournament
- Shared leadership team is focusing on building on their strengths through the Strengths Finder model
- Attended Coffee Break
- Continuing site visits
- Attended LBHS Homecoming game; very well attended
- Commented on Rocket Ready Certificated Professional Development

Cabinet

Dean West, Assistant Superintendent, Business Services

- No report

Alysia Odipo, Assistant Superintendent, Instructional Services

- Continuing meeting with all teachers
- Announced FAFSA workshop scheduled for November 17 at LBHS
- Commended Dustin Gowan and Chris Duddy
- Commented on very successful College Roundup

Leisa Winston, Assistant Superintendent, Human Resources and Public Communication

- Honored Teacher Kim Adams at the OCDE Teacher of the Year dinner
- Meeting with reclassification committee

Jenny Salberg, Principal, Thurston Middle School

Principal Salberg presented information on Thurston's school culture, academics, and professional development.

Consent Calendar

Clerk Vickers pulled item 7.b, section IX, personnel report.

Member Brown moved approval of Consent Calendar items a-l, minus section IX of the personnel report. Member Normandin seconded.

Public Comment: None

Discussion:

- 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

Discussion: Board Clerk Vickers asked for clarification of item 7.l.

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-1, minus section IX of the personnel report.

Member Normandin moved item 7.b, section IX, of the personnel report. Member Brown seconded.

Motion carried 4-0-1. Members Landsiedel, Perry, Normandin and Brown voted yes to approve Consent Calendar item 7.b, section IX, of the personnel report. Clerk Vickers abstained.

Information Items

Monthly Financial Update

Dean West presented the Monthly Financial Update to the Board of Education.

First Quarter Report of Uniform Complaints for the Williams Case Settlement

Leisa Winston stated no Uniform Complaints had been filed at any sites for the first quarter.

Action Items

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 introduced the item. Ms. Winston stated a new student requires additional support.

Clerk Vickers moved approval to increase the hours of an instructional assistant, special education from 3.5 hours per day, 10 months per year, to 5.75 hours per day, 10 months per year. Member Brown seconded.

Discussion: A Board member asked for clarification.

President Landsiedel called for the vote.

Motion carried 5-0. Members Landsiedel, Vickers, Perry, Normandin, and Brown voted yes to approve increasing the hours of an instructional assistant, special education from 3.5 hours per day, 10 months per year, to 5.75 hours per day, 10 months per year.

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 introduced the item.

Member Brown moved approval of the independent contractor agreement with Thinking Maps® for *Path to Proficiency for English Language Learners*. Clerk Vickers seconded.

Discussion: Board members asked about reusable materials.

President Landsiedel called for the vote.

Motion carried 5-0. Members Landsiedel, Vickers, Perry, Normandin, and Brown voted yes to approve the independent contractor agreement with Thinking Maps® for *Path to Proficiency for English Language Learners*

Staff pulled item 12 during approval of the agenda.

Approval of LBUSD Injury Illness Prevention Program (IIPP)

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 introduced the item. Mr. West stated all design work will be transferred over to the Ruhnau Ruhnau Clarke Architects, and they have exceptional experience in closing out projects.

Member Brown moved approval of the architectural services contract with Ruhnau Ruhnau Clarke Architects to provide services associated with replacing three modular buildings and adding a music room at Top of the World Elementary. 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 approve the architectural services contract with Ruhnau Ruhnau Clarke Architects to provide services associated with replacing three modular buildings and adding a music room at Top of the World Elementary.

Adjournment

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

Public Comment: None

The next regular meeting of the Board of Education is Tuesday, November 15, 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 7:15 p.m.

Jan Vickers
Clerk of the Board
November 15, 2016

Laguna Beach Unified School District

8.a.ii. CONSENT/ACTION

November 15, 2016

Approval:

Minutes

**Board of Education
Minutes of Special Meeting
November 4, 2016**

Call to Order

The meeting was called to order at 8:01 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, & Fulfrost 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

Howard Hills commented on the LCAP process, stating he believes the District should involve more people in the process. He stated the LCAP process helps the District better defend its basic aid status.

Mr. Hills also commented he had reviewed all of the materials provided by the consultants and while he is not criticizing the presenters, he believes the District is taking the wrong approach in building its governance process by using industry standards. The Board and staff are not a team, they are a partnership. He stated there is a problem with the policy and revision process as well and he is concerned with selective enforcement of policies.

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.

Topics covered in this session included:

- Collaboration and Professionalism
- Building and Following a Process
- The Brown Act
- Board Representation
- Trust, Civility and Respect
- Closed Session Laws
- Sub-Committees
- Conflicts of Interest

Adjournment

Member Brown moved to adjourn. Clerk Vickers seconded.

President Landsiedel called for the vote.

Motion carried by a vote of 4-0-1. Members Landsiedel, Vickers, Perry, and Brown voting yes to adjourn. Member Normandin left the meeting at 11:00 a.m. The meeting was adjourned 11:10 a.m.

Jan Vickers, Clerk of the Board
November 15, 2016

Laguna Beach Unified School District

8.b. CONSENT/ACTION

November 15, 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

November 15, 2016

I. RETIREMENT:

| <u>Name:</u> | <u>Position/Site:</u> | <u>Effective Date:</u> |
|--------------------------|--|------------------------|
| Jan Hedden PC04SE0115 | Instructional Assistant, Special Education Thurston Middle School | December 30, 2016 |

II. RESIGNATIONS:

| <u>Name:</u> | <u>Position/Site:</u> | <u>Effective Date:</u> |
|--|---|------------------------|
| Christina Carrillo PC07SA0504 PC07SA1006 | Instructional Asst., Bilingual and Playground Supervisor El Morro Elementary | October 21, 2016 |

III. EMPLOYMENT:

| <u>Name:</u> | <u>Position/Site:</u> | <u>Effective Date:</u> |
|---------------------------------|---|------------------------|
| Renee Alexander PC04SE0106 | Instructional Assistant, Special Education Top of the World Elementary 0104612310-2115 Range: 23 Step: A 5.75 hours per day/5 days per week/10 month academic calendar Replaces: Jessica Goette Special Ed Funds Probationary Employee \$19.23 per hour | November 28, 2016 |
| Claudia Sandino PC07SA0504 | Instructional Assistant, Bilingual Support El Morro Elementary 0107011500-2110 Range: 22 Step: B 2.5 hours per day/5 days per week/10 month academic calendar Replaces: Christina Carrillo General Funds Probationary Employee \$19.75 per hour | October 24, 2016 |
| Claudia Sandino PC07SA1006 | Playground Supervisor El Morro Elementary 0107011005-2910 Range: 20 Step: B .5 hours per day/5 days per week/10 month academic calendar Replaces: Christina Carrillo General Funds Probationary Employee \$18.80 per hour | October 24, 2016 |
| Elizabeth Wilkins PC07FS0501 | Nutrition Services Assistant I El Morro Elementary 1307277426-2260 Range: 16 Step: C 3.5 hours per day/5 days per week/10 month academic calendar Replaces: Elaine Grimes General Funds Probationary Employee \$17.93 per hour | October 11, 2016 |

III. EMPLOYMENT: (cont'd)

| <u>Name:</u> | <u>Position/Site:</u> | <u>Effective Date:</u> |
|---------------------|--|-------------------------------|
| Matthew Witek | Music Teacher - Jazz Band (20% Contract) | November 2, 2016 |
| PC05HST144 | Laguna Beach High School General Fund | |
| | 0105011012-1110 Probationary I Contract | |
| | Teacher Salary Schedule \$14,355.75 Annual Salary | |
| | 3.5 hours per day/2 days per week/59 day contract | |
| | Replaces: Roger Shew | |

IV. EMPLOYMENT: Student Worker

| <u>Name:</u> | <u>Position/Site:</u> | <u>Effective Date:</u> |
|---------------------|---|-------------------------------|
| Jake Dameshek | Student Worker - Workability | October 25, 2016 to |
| | Laguna Beach High School Workability Funds | June 30, 2017 |
| | 0104644575-2960 \$10.00 per hour | |
| | NTE: 50 hours | |
| Tristen Nolan | Student Worker - TPP | October 24, 2016 to |
| | Laguna Beach High School TPP Funds | December 31, 2016 |
| | 0104644571-2960 \$10.00 per hour | |
| | NTE: 100 hours | |

V. EMPLOYMENT: 20% Extra Period Assignments 2016/17 School Year

| <u>Name:</u> | <u>Position/Site:</u> | <u>Effective Date:</u> |
|------------------------|--|-------------------------------|
| Bridget Beaudry-Porter | 20% Extra Assignment - VAPA TOSA | October 24, 2016 to |
| | Districtwide General Fund | June 22, 2017 |
| | 0109037150-1110 Extra Duty Assignment | |
| | Step 5: \$20,937.20 annual pay | |

VI. EMPLOYMENT: Stipends 2016/17 School Year

| <u>Name:</u> | <u>Position/Site:</u> | <u>Effective Date:</u> |
|---------------------|---|-------------------------------|
| Bjorn Avila | Destination Imagination | September 1, 2016 to |
| | Thurston Middle School General Fund | June 30, 2017 |
| | 0106311008-1170 NTE: \$1822.00 | |
| Estee Carrizosa | CTE Pathway Development and Curriculum Planning | July 1, 2016 to |
| | Laguna Beach High School CTE Grant | December 31, 2016 |
| | 0105114695-1230 NTE: \$1504.00 | |
| Amy Cochren | Spelling Bee Coordinator | September 1, 2016 to |
| | Thurston Middle School General Fund | June 23, 2017 |
| | 0106311008-1170 NTE: \$366.00 | |
| Alexis Karol | CTE Pathway Development and Curriculum Planning | July 1, 2016 to |
| | Laguna Beach High School CTE Grant | December 31, 2016 |
| | 0105114695-1230 NTE: \$1504.00 | |

VI. EMPLOYMENT: Stipends 2016/17 School Year

| <u>Name:</u> | <u>Position/Site:</u> | <u>Effective Date:</u> |
|---------------------|---|---------------------------------------|
| Alexis Karol | Middle School Drama Director Thurston Middle School 0106311008-1170 General Fund NTE: \$1456.00 | September 1, 2016 to June 30, 2017 |
| Ivy Leighton | Yearbook Advisor Thurston Middle School 0106311008-1170 General Fund NTE: \$1456.00 | September 1, 2016 to June 30, 2017 |
| Jon Mann | Middle School Band Director Thurston Middle School 0106311008-1170 General Fund NTE: \$1456.00 | September 1, 2016 to June 30, 2017 |
| Paul Matheson | Blue and Gold Awards Ceremony Thurston Middle School 0106311008-1170 General Fund NTE: \$366.00 | March 1, 2017 to June 30, 2017 |
| Carolyn Sadler | CTE Pathway Development and Curriculum Planning Laguna Beach High School 0105114695-1230 CTE Grant NTE: \$1504.00 | July 1, 2016 to December 31, 2016 |
| Sarah Schaeffer | Oral History Project Thurston Middle School 0106311008-1170 General Fund NTE: \$366.00 | January 1, 2017 to April 30, 2017 |
| Roxanna Ward | Middle School Choir Director Thurston Middle School 0106311008-1170 General Fund NTE: \$1456.00 | September 1, 2016 to June 30, 2017 |
| Ina Wu | Destination Imagination Thurston Middle School 0106311008-1170 General Fund NTE: \$1822.00 | September 1, 2016 to June 30, 2017 |

VII. EMPLOYMENT: Extra Duty/Short Term Assignments

| <u>Name:</u> | <u>Position/Site:</u> | <u>Effective Date:</u> |
|---------------------|--|---------------------------------------|
| Jacob Bach | Planning with Irvine Math Project Laguna Beach High School 0105011012-1130 General Funds \$39.58 per hour NTE: 1 hour | November 1, 2016 |
| Mary Blanton | EL Site Lead El Morro Elementary 0102013040-1130 General Fund \$39.58 per hour NTE: 50 hours | September 6, 2016 to June 30, 2017 |

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

| <u>Name:</u> | <u>Position/Site:</u> | <u>Effective Date:</u> |
|---------------------|--|--|
| Cassie Brooker | TUPE Site Lead Laguna Beach High School 0102014342-1170 NTE: 45 hours | General Fund \$39.58 per hour |
| | | September 6, 2016 to June 30, 2017 |
| Suzy Capano | Emergency Plan Preparation Top of the World Elementary 0108091005-2420 NTE: 15 hours | General Fund \$26.25 per hour |
| | | October 25, 2016 to December 30, 2016 |
| Christina Carrillo | Instructional Assistant, Bilingual Top of the World Elementary 0102013040-2110 NTE: 20 hours Reason: CELDT calibration and assessment and afterschool meetings | General Fund \$26.25 per hour |
| | | September 6, 2016 to October 21, 2016 |
| Kristin Cowles | Site Coach Laguna Beach High School 0102015380-1130 NTE: 50 hours Reason: Instructional planning and coaching | General Fund \$39.58 per hour |
| | | September 1, 2016 to June 30, 2017 |
| Rachel Domiano | Instructional Assistant, Special Education El Morro Elementary 0104602120-2145 NTE: 2.75 hours Reason: Assist students at Boo Blast | Special Ed Funds \$26.25 per hour |
| | | October 28, 2016 |
| Penny Dressler | TUPE Site Lead Thurston Middle School 0102014342-1170 NTE: 45 hours | General Fund \$39.58 per hour |
| | | September 6, 2016 to June 30, 2017 |
| Jim Garvey | EL Site Lead Laguna Beach High School 0102013040-1130 NTE: 50 hours | General Fund \$39.58 per hour |
| | | September 6, 2016 to June 30, 2017 |
| Raquel Gutierrez | Instructional Assistant, Bilingual Top of the World Elementary 0102013040-2110 NTE: 20 hours Reason: CELDT calibration and assessment | General Fund \$26.25 per hour |
| | | September 6, 2016 to June 30, 2017 |

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

| <u>Name:</u> | <u>Position/Site:</u> | <u>Effective Date:</u> |
|---------------------|--|---|
| Rosie Haynes | EL Site Lead Top of the World Elementary 0102013040-1130 NTE: 50 hours | General Fund \$39.58 per hour |
| | | September 6, 2016 to June 30, 2017 |
| Mindy Hawkins | TUPE District Coordinator Laguna Beach High School 0102014342-1170 NTE: 62 hours | General Fund \$39.58 per hour |
| | | September 6, 2016 to June 30, 2017 |
| Brandon Lee | Instructional Assistant, Special Education El Morro Elementary 0104602120-2145 NTE: 2.75 hours Reason: Assist students at Boo Blast | Special Ed Funds \$26.25 per hour |
| | | October 28, 2016 |
| Michelle Martinez | Site Coach Thurston Middle School 0102015380-1130 NTE: 50 hours | General Fund \$39.58 per hour |
| | | September 1, 2016 to June 30, 2017 |
| Megan Matthias | EL Site Lead Thurston Middle School 0102013040-1130 NTE: 50 hours | General Fund \$39.58 per hour |
| | | September 6, 2016 to June 30, 2017 |
| Chantale McConnell | Instructional Assistant, Classroom Top of the World Elementary 0108011005-2950 NTE: 7 hours Reason: Assist with Kindergarten classroom preparation | General Fund \$26.25 per hour |
| | | September 1, 2016 to September 5, 2016 |
| Nathan McConnell | Instructional Assistant, Physical Education Top of the World Elementary 0108011005-2950 NTE: 8 hours Reason: Playground and parking lot coverage - Back to School and Open House | General Fund \$26.25 per hour |
| | | September 15, 2016 to June 7, 2017 |
| Randall Newton | Instructional Assistant, Special Education El Morro Elementary 0104602120-2115 Reason: Ride bus with student/data collection | Special Ed Funds \$26.25 per hour |
| | | October 25, 2016 to November 4, 2016 |

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

| <u>Name:</u> | <u>Position/Site:</u> | <u>Effective Date:</u> |
|---------------------|---|---|
| Parta Perkins | Site Coach Laguna Beach High School 0102015380-1130 NTE: 50 hours Reason: Instructional planning and coaching | General Fund \$39.58 per hour September 1, 2016 to June 30, 2017 |
| Yadi Rojas | ELD TOSA Districtwide 0102013040-1130 NTE: 30 hours Reason: Parent meetings, after school meetings and translations | General Fund \$39.58 per hour September 6, 2016 to June 30, 2017 |
| Andy Romo | Instructional Assistant, Physical Education Top of the World Elementary 0108011005-2950 NTE: 8 hours Reason: Playground and parking lot coverage - Back to School and Open House | General Fund \$26.25 per hour September 15, 2016 to June 7, 2017 |
| Sarah Schaeffer | Site Coach Thurston Middle School 0102015380-1130 NTE: 50 hours Reason: Instructional planning and coaching | General Fund \$39.58 per hour September 1, 2016 to June 30, 2017 |
| See Employee List | CPI Training Districtwide 0104602150-2150 NTE: 2 hours each Employees: Alexis Csiszer, Carlos Iglesias, Brandon Lee, Max Messinger, John Uhlman | Special Ed Funds \$26.25 per hour November 17, 2016 |
| See Employee List | Coding Class Top of the World Elementary 0108011005-1130 NTE: 1 hour total per employee Reason: Training on improving computer science skills Employees: Susan Anderson, Azadeh Baghai, Marie Bammer, Teryl Campbell, Cory Day, Dustin Gowan, Robert Hogrebe, Brian Kull, Kimberly Mattson, Kevin Nguyen, Carrie Rabay, Patti Rabun, Sarah Wolsey | General Fund \$39.58 per hour September 26, 2016 and October 3, 2016 |

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

| <u>Name:</u> | <u>Position/Site:</u> | <u>Effective Date:</u> |
|---------------------|---|---|
| See Employee List | Coding Class Top of the World Elementary General Fund 0108011005-2150 \$26.25 per hour NTE: 1 hour total per employee Reason: Training on improving computer science skills Employees: Lynda Eliel, Margaret Warder | September 26, 2016 and October 3, 2016 |
| See Employee List | OC Stem Team Teachers Districtwide General Fund 0102015380-1130 \$39.58 per hour NTE: 15 hours each Employees: Carrie Denton, Dustin Gowan, Katie Meyers, Launa Nacion-Kirkey, Jesse Rothman, Scott Wittkop | October 1, 2016 to June 30, 2017 |
| See Employee List | Planning Meeting with Instructional Services Staff Laguna Beach High School General Fund 0105011012-1130 \$39.58 per hour NTE: 1 hour each Employees: David Brobeck, Jon Hendrickson, Dawn Hunnicut, Kristen Kaa, Hayley McLellan, Sean Mehegan | October 14, 2016 |
| See Employee List | Special Education PLC Thurston Middle School Special Ed Funds 0104612310/0104602120-1130 \$39.58 per hour 0104192550-1280 NTE: 4 hour each Employees: Sara Perrault-Hopper, Heather Rosenthal, Jane Weinell, Lorraine Winokur | November 1, 2016 to January 24, 2017 |
| See Employee List | Visual Impairment Training Thurston Middle School Special Ed Funds 0104602120/0104612310/0104613150-2115 NTE: 1 hour each \$26.25 per hour Employees: Amy Arnesen, Anastasia Booher, Jayne Greenwalt, Eleanor Tiner, Laura Vickery-Peterson, Sylvia Waimrin | November 16, 2016 |
| Steve Sogo | NGSS Presentation - Board Study Session Laguna Beach High School General Fund 0105011012-1130 \$39.58 per hour NTE: 3 hours | October 11, 2016 |

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

| <u>Name:</u> | <u>Position/Site:</u> | <u>Effective Date:</u> |
|------------------|--|---|
| Cynthia Sorenson | Irvine Math Project Planning Laguna Beach High School 0105011012-1130 NTE: 1 hour | General Funds \$39.58 per hour November 1, 2016 |
| Angie Vu | CPI Training El Morro Elementary 0104602150-1130 NTE: 1 hour | Special Ed Funds \$39.58 per hour November 17, 2016 |
| Lorraine Winokur | Visual Impairment Training Thurston Middle School 0104602120-1130 NTE: 1 hour | Special Ed Funds \$39.58 per hour November 16, 2016 |

VIII. EMPLOYMENT: Short Term Assignments - PTA

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

IX. EMPLOYMENT: Short Term Assignments - Performing Arts

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

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

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

XI. EMPLOYMENT: Short Term Assignments - ASB

| <u>Name:</u> | <u>Position/Site:</u> | <u>Effective Date:</u> |
|---------------|--|--|
| Connie Byrnes | Ticket Sales - Basketball/Volleyball Laguna Beach High School 0105311155-2990 NTE: 50 hours | ASB Funds Short Term/Intermittent Work Hours \$26.25 per hour September 5, 2016 to March 4, 2017 |
| Kris Landgraf | After School Events and Activities Laguna Beach High School 0105311155-2990 NTE: 20 hours | ASB Funds Short Term/Intermittent Work Hours \$26.25 per hour October 1, 2016 to June 30, 2017 |
| Sean Quigley | Clock Operator - Boys and Girls Basketball Laguna Beach High School 0105311155-2990 NTE: 75 hours | ASB Funds Short Term/Intermittent Work Hours \$26.25 per hour November 15, 2016 to February 15, 2017 |

XII. 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 - Winter Season:

Varsity Basketball - Boys

| <u>Name:</u> | <u>Position/Site:</u> | <u>Stipend</u> |
|---------------------|------------------------------|-----------------------|
| Bret Fleming | Head Coach, Preseason | \$4,326.62 |
| Bret Fleming | Head Coach, In Season | \$4,822.55 |
| Rus Soobzokov | Assistant Coach, In Season | \$3,858.00 |

Junior Varsity Basketball - Boys

| <u>Name:</u> | <u>Position/Site:</u> | <u>Stipend</u> |
|---------------------|------------------------------|-----------------------|
| Jim Garvey | Head Coach, In Season | \$2,500.00 |

Freshman Basketball - Boys

| <u>Name:</u> | <u>Position/Site:</u> | <u>Stipend</u> |
|---------------------|------------------------------|-----------------------|
| Rus Soobzokov | Head Coach, In Season | \$1,200.00 |

Varsity Basketball - Girls

| <u>Name:</u> | <u>Position/Site:</u> | <u>Stipend</u> |
|---------------------|------------------------------|-----------------------|
| Matt Teitz | Head Coach, Preseason | \$3,846.00 |
| Matt Teitz | Head Coach, In Season | \$3,846.00 |
| Kathryn Hornibrook | Assistant Coach, In Season | \$3,076.00 |

Soccer - Boys

| <u>Name:</u> | <u>Position/Site:</u> | <u>Stipend</u> |
|---------------------|------------------------------|-----------------------|
| Dan Richards | Head Coach, Preseason | \$3,393.00 |
| Dan Richards | Head Coach, In Season | \$3,393.00 |
| Adrian Burgess | Assistant Coach, In Season | \$2,000.00 |
| Franz Guldner | Assistant Coach, In Season | \$2,200.00 |
| Dan Harrison | Assistant Coach, In Season | \$1,794.00 |

XII. EMPLOYMENT/RELEASES: Short Term Assignments - Coaches/General Fund (cont'd)

Work Site: Laguna Beach High School

General Fund Account: 0105311075-1185/2140

Soccer - Girls

| <u>Name:</u> | <u>Position/Site:</u> | <u>Stipend</u> |
|---------------------|------------------------------|-----------------------|
| Bill Rolfig | Head Coach, Preseason | \$3,393.00 |
| Bill Rolfig | Head Coach, In Season | \$3,393.00 |
| Courtney Hamchuk | Assistant Coach, In Season | \$1,000.00 |
| Daniel Pask | Assistant Coach, In Season | \$2,194.00 |
| Amanda Sylvia | Assistant Coach, In Season | \$1,000.00 |

Resignations:

| <u>Name:</u> | <u>Position/Site:</u> | <u>Effective Date:</u> |
|---------------------|------------------------------|-------------------------------|
| Brett Pierce | Head Coach, Softball | October 26, 2016 |
| Carson Tanner | Head Coach, Girls Volleyball | October 24, 2016 |

XIII. 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:**Volleyball - Girls**

| <u>Name:</u> | <u>Position/Site:</u> | <u>Stipend</u> |
|---------------------|------------------------------|-----------------------|
| Matt Malone | Assistant Coach, In Season | \$625.00 |
| Ryan Murphy | Assistant Coach, In Season | \$625.00 |
| Joey Pillon | Assistant Coach, In Season | \$625.00 |

XIII. EMPLOYMENT/RELEASES: Short Term Assignments - Coaches/Booster Funded (cont'd)

Work Site: Laguna Beach High School

Booster Account: 0105315310-1185/2140

Employment - Winter Season:**Soccer - Boys**

| <u>Name:</u> | <u>Position/Site:</u> | <u>Stipend</u> |
|--------------|----------------------------|----------------|
| Ben Helm | Assistant Coach, Preseason | \$1,500.00 |
| Ben Helm | Assistant Coach, In Season | \$1,500.00 |

Waterpolo - Girls

| <u>Name:</u> | <u>Position/Site:</u> | <u>Stipend</u> |
|------------------|----------------------------|----------------|
| Ethan Damato | Head Coach, Preseason | \$3,846.00 |
| Ethan Damato | Head Coach, In Season | \$3,846.00 |
| Trevor Lyle | Assistant Coach, In Season | \$2,900.00 |
| Nathan McConnell | Assistant Coach, In Season | \$2,189.00 |

XIV. SUBSTITUTES: Employment and Resignations**Employment:**

| <u>Name:</u> | <u>Position/Site:</u> | <u>Effective Date:</u> |
|----------------|--|--|
| Jeffrey Morgan | Substitute Teacher | September 1, 2016 |
| Colleen Ortiz | Substitute Teacher | September 1, 2016 |
| Kellie Oxee | Substitute Teacher | September 1, 2016 |
| Julia Ray | Substitute Teacher | September 1, 2016 |
| Jay Renkowitz | Substitute Teacher | September 1, 2016 |
| Keely Chism | Substitute School Psychologist District Wide Services 0104132750-1290 Schedule: School Psychologist \$620.666 per diem | October 31, 2016 to December 15, 2016 Special Ed Fund Step: 6 NTE: 30 days |

Release/Resignations - Substitute Teachers & Classified Substitutes:

| <u>Name:</u> | <u>Position/Site:</u> | <u>Effective Date:</u> |
|-------------------|-----------------------|------------------------|
| Joshua Ardis | Substitute Teacher | October 24, 2016 |
| Albert Arispe | Substitute Custodian | October 19, 2016 |
| Phillip Barker | Substitute Custodian | October 19, 2016 |
| Lorraine Chambers | Classified Substitute | October 19, 2016 |
| Wayne Crawford | Substitute Teacher | October 24, 2016 |

Laguna Beach Unified School District

8.c. CONSENT/ACTION

November 15, 2016

Approve/Ratify: Conference/Workshop Attendance

Sarah Pearlman - "Student Records Workshop" – November 8, 2016, Costa Mesa, CA. The workshop is tailored to school and district staff who are involved with student record keeping. Topics include confidentiality, access to records, transfer of records, challenges to the content of records, maintenance and destruction, and policies and procedures.

Fiscal Impact:

\$ 21.60 Transportation
\$ 21.60 TOTAL

Account #0106011008 - 5220 TMS - Travel & Conference

Jason Fritze - "American Council on the Teaching of Foreign Languages" – November 17-20, 2016, Boston, MA. More than 6,000 language educators participate in this comprehensive professional development experience.

Fiscal Impact:

\$ 250.00 Substitutes
\$ 250.00 TOTAL

Account #0108091005- 1190 - El Morro Substitutes
Account #0107091005- 1190 - TOW Substitutes

Dean West, Alysia Odipo, and Amy Kernan - "New LCAP Template Training" - November 30, 2016 – Costa Mesa, CA. Training topics include a thorough review of the new LCAP template, relationship between LCFF Rubric and LCAP template, and review of LCAP submission timeline.

Fiscal Impact: No cost

Jolene Dugan "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:

\$ 495.20 Registration
\$ 74.74 Transportation
\$ 150.00 Meals
\$ 30.00 Parking
\$ 749.94 TOTAL

Account #01081111005 - 5220 Counseling - Travel & Conference

Tracy Slater “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:

| | |
|-------------|----------------|
| \$ 495.20 | Registration |
| \$ 259.53 | Transportation |
| \$ 150.00 | Meals |
| \$ 108.00 | Parking |
| \$ 1,012.73 | TOTAL |

Account #0104292600 - 5220 Special Education - Travel & Conference

Grace Jones, Luisa Mossa, and Laura Kirkey - “Financial Analysis and Treatment of Severe Behavior Disorders” - December 7-8, 2016 – Garden Grove, CA. This two-day workshop is designed for those involved in education, training, and treatment of students with severe behavior disorders. Participants will receive a comprehensive review of currently used techniques and will focus on functional analysis of problem behaviors.

Fiscal Impact:

| | |
|-----------|----------------|
| \$ 82.95 | Transportation |
| \$ 300.00 | Meals |
| \$ 250.00 | Substitutes |
| \$ 162.00 | Parking |
| \$ 794.95 | TOTAL |

Account #0104613150 - 5220 Special Education - Travel & Conference

Cyndi Kimball and Chris Costley “Bridge to the Future III” December 7 - 9, 2016 – San Diego, CA. Participants will explore strategies to meet the transition mandate in the IEP and develop tools and resources to improve transition at the local level.

Fiscal Impact:

| | |
|-------------|----------------|
| \$ 1,000.00 | Registration |
| \$ 157.46 | Transportation |
| \$ 600.00 | Lodging |
| \$ 100.00 | Meals |
| \$ 100.00 | Parking |
| \$ 1,957.46 | TOTAL |

Account #0104644575 - 5220 Workability - Travel & Conference

Angie Vu “Effective Strategies for Autism, ADHD, and Sensory Processing Disorder” - December 8, 2016, Long Beach, CA. Participants will learn to properly understand social/emotional development and its role in cognitive development, identify causes of common misbehaviors, create a sensory-friendly, and emotionally-friendly environment, and review best interventions and resources.

Fiscal Impact:

| | |
|-----------|----------------|
| \$ 189.99 | Registration |
| \$ 32.50 | Transportation |
| \$ 50.00 | Meals |
| \$ 125.00 | Substitutes |
| \$ 397.49 | TOTAL |

Account #0104613150 - 5220 Special Education - Travel & Conference

Angie Vu “Practical Interventions for Oppositional Defiant, Anger Issues and ADHS” - December 16, 2016, Fresno, CA. Participants will learn to utilize assessment tools effectively with children with ODD, anger issues, and ADHD.

Fiscal Impact:

| | |
|-----------|--------------|
| \$ 189.99 | Registration |
| \$ 50.00 | Meals |
| \$ 125.00 | Substitutes |
| \$ 364.99 | TOTAL |

Account #0104613150 - 5220 Special Education - Travel & Conference

Yadhira Rojas - “Cognitive Coaching Foundation Training” – January 7, February 17, March 24, and April 7, 2017, Costa Mesa, CA. By the end of the workshop, participants will become an NSRF certified CFG coach who can: Give and receive productive feedback, create an atmosphere of safety and trust so educators can take risks, productively discuss professional dilemmas, properly match NRSF protocols to specific needs of people bringing their work, and more.

Fiscal Impact:

| | |
|-----------|----------------|
| \$ 399.00 | Registration |
| \$ 61.00 | Transportation |
| \$ 460.00 | TOTAL |

Account #0102013080 - 5220 Teacher Quality - Travel & Conference

Jason Viloria and Raymond Lee - “Governor’s Budget Workshop” - January 18, 2017, Garden Grove, CA. The workshop will emphasize the elements of change embodied in the LCFF, the latest revisions to the LCAP and information on the economic forecast.

Fiscal Impact:

| | |
|-----------|----------------|
| \$ 410.00 | Registration |
| \$ 26.00 | Transportation |
| \$ 436.00 | TOTAL |

Account#0101377100 - 5220 Superintendent – Travel & Conference

Account #0102397406- 5220 Business - Travel & Conference

Fiscal Impact:

Account #0105011012 - 5220 High School – Travel & Conference
Account #0105011012 - 1190 High School – Substitutes
Account #0102015380 - 5220 Staff Development – Travel & Conference

Laguna Beach Unified School District

8.d. CONSENT/ACTION

November 15, 2016

Approval:

Student Field Trips

Proposal

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

1. El Morro Elementary

| | |
|---------------------|---|
| Destination: | Pilgrim Overnight |
| Date: | May 19, 2017 |
| Chaperone(s): | Ali Baruch, Chris Duddy, and five parent chaperones |
| Cost to Student: | \$80.00 |
| Number of Students: | 107 5 th grade students |
| Transportation: | Parents to transport |
| Accommodations: | The Pilgrim |

This trip was originally approved on September 27, 2016 with a participation date of November 4, 2016. The date has been changed to May 19, 2017. Everything else remains unchanged. Students will be immersed in early California history and work with a variety of dynamic historical characters. Students will gain skills in cooperative learning, teamwork, and communication.

Background

The principal of El Morro Elementary 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

8.e. CONSENT/ACTION

November 15, 2016

**Approval: Release of Resident Student 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 (CHEP).

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 approved: | \$ 8,500 |
| 1 student pending approval: | \$ 8,500 |
| Total to date: | \$17,000 |

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 recommends the Board of Education approve the release of the student to the Orange County Department of Education Community Home Education Program.

- Student: Prestly D. Grade: 6 School: CHEP Reason: 3
- (1) Employee - Renewal
- (2) Employee - New
- (3) Special Need/Request

Laguna Beach Unified School District

8.f. CONSENT/ACTION

November 15, 2016

Approval: Acceptance of Gifts – Checks Totaling \$2,400.00 and In Kind Donation

Proposal

Staff proposes the Board of Education accept the following gift(s) to the District – checks totaling \$2,400.00.

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 |
|---------------------|-------------------------|--------------------|-----------------------|
| In Kind Donation | David and Joni Loechner | Golf Cart | LBHS Baseball Program |
| Checks | Multiple Donors | \$2,400.00 | TOW CLC Aide Donation |
| Total | | \$2,400.00 | |

8.g. ACTION

November 15, 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-November 15, 2016

| <u>Contractor</u> | <u>Description of Services</u> | <u>Term</u> | <u>Funding</u> | <u>Cost</u> |
|--|--|-----------------------|--|--------------------|
| Parent Reimbursement/ Legal | Reimbursement per settlement agreement dtd 11/07/16 for education placement for a special education student | 09/01/16- 06/30/17 | Parent Reimbursement/ Legal 0104632900-5878 | \$40,975 |
| Parent Reimbursement/ Legal | Reimbursement per settlement agreement dtd 10/31/16 for education placement for a special education student | 10/01/16- 06/30/17 | Parent Reimbursement/ Legal 0104632900-5878 | \$37,900 |
| West Shield Adolescent Services | Assisted transport for special education student to RTC program | 11/07/16- 11/09/16 | Pupil Transportation 0104256700-5881 | \$ 5,300 |
| Independent Contract Coyne & Associates Education Corporation | Behavior intervention for a special education student | 10/17/16- 03/03/17 | Outside Agency 0104602140-5894 | \$ 2,720 |
| Independent Contract Perry Passaro, Ph.D. | IEP attendance for a special education student | 10/19/16- 06/30/17 | Outside Agency 0104132430-5895 | \$ 750 |

Laguna Beach Unified School District

8.h. CONSENT/ACTION

November 15, 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 – November 15, 2016

| Contractor | Description of Services | Term | Funding | Cost |
|-------------------|---|-----------------------------------|----------------|-------------|
| Turnitin, LLC | Turnitin software license (originality checker for LBHS teachers) | 12/15/16 – 12/15/17 Renewal | 01130171755805 | \$3,892.00 |

Laguna Beach Unified School District

8.i. CONSENT/ACTION

November 15, 2016

Approval: Warrants #388334 Through #388513 In The Amount of \$1,884,262.85
Dates: 10/18/2016 through 11/04/2016

Proposal

Staff proposes the Board of Education approve/ratify Warrants #388334 through #388513 in the amount of \$1,884,262.85.

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 \$2,884,262.85.

SELECT Check ID's and Numbers: 768 ; Check Dates: 101816

| Check # | Register | Payee Name | Description | Key | Object | Object Description | Check Amount |
|----------|----------|------------------------|--------------------------------|------------|--------|---------------------------|--------------|
| 00388334 | 10/18/16 | ALL CITY MANAGEMENT SE | MISC OUTSIDE VENDOR | 0106098040 | 5860 | MISC OUTSIDE VENDOR | 685.60 |
| | | | | | | CHECK TOTAL: | 685.60 |
| 00388335 | 10/18/16 | ANCHOR ELECTRIC | ELECTRICAL REPAIRS | 0105477408 | 5661 | ELECTRICAL REPAIRS | 373.00 |
| | | | ELECTRICAL REPAIRS | 0106477408 | 5661 | ELECTRICAL REPAIRS | 424.00 |
| | | | | | | CHECK TOTAL: | 797.00 |
| 00388336 | 10/18/16 | Ann Moneymaker | TRAVEL & CONFERENCE | 0102477408 | 5220 | TRAVEL & CONFERENCE | 18.68 |
| | | | | | | CHECK TOTAL: | 18.68 |
| 00388337 | 10/18/16 | BrightView Landscape S | LANDSCAPE/IRRIGATION | 0102477409 | 5680 | LANDSCAPE/IRRIGATION | 196.02 |
| | | | LANDSCAPE/IRRIGATION | 0102477409 | 5680 | LANDSCAPE/IRRIGATION | 436.79 |
| | | | | | | CHECK TOTAL: | 632.81 |
| 00388338 | 10/18/16 | CALIFORNIA SCHOOLS EMP | HEALTH & WELFARE, CERTIFICATED | 0102017400 | 3401 | HEALTH & WELFARE, CERTIF | 1,707.33 |
| | | | HEALTH & WELFARE, CLASSIFIED | 0102397400 | 3402 | HEALTH & WELFARE, CLASSIF | 9,610.14 |
| | | | HEALTH & WELFARE, CERTIFICATED | 0102017400 | 3401 | HEALTH & WELFARE, CERTIF | 19,511.49 |
| | | | HEALTH & WELFARE, CLASSIFIED | 0102397400 | 3402 | HEALTH & WELFARE, CLASSIF | 840.93 |
| | | | | | | CHECK TOTAL: | 31,669.89 |
| 00388339 | 10/18/16 | City of Laguna Beach | SEWER FEES | 0102477409 | 5555 | SEWER FEES | 9,651.16 |
| | | | SEWER FEES | 0102477409 | 5555 | SEWER FEES | 627.00 |
| | | | SEWER FEES | 0102477409 | 5555 | SEWER FEES | 14,734.84 |
| | | | SEWER FEES | 0102477409 | 5555 | SEWER FEES | 627.00 |
| | | | | | | CHECK TOTAL: | 25,640.00 |
| 00388340 | 10/18/16 | Grainger | PLUMBING REPAIRS | 0102477408 | 5662 | PLUMBING REPAIRS | 94.24 |
| | | | | | | CHECK TOTAL: | 94.24 |
| 00388341 | 10/18/16 | KRUGER TEAM SPORT | GENERAL SUPPLIES-NON INSTRUCT | 0102015060 | 4340 | GENERAL SUPPLIES-NON INS | 539.62 |
| | | | GENERAL SUPPLIES-NON INSTRUCT | 0101377100 | 4340 | GENERAL SUPPLIES-NON INS | 1,082.38 |
| | | | | | | CHECK TOTAL: | 1,622.00 |
| 00388342 | 10/18/16 | KYA SERVICES LLC | FLOOR COVERING | 0105477408 | 5604 | FLOOR COVERING | 1,603.49 |
| | | | | | | CHECK TOTAL: | 1,603.49 |
| 00388343 | 10/18/16 | Laguna Beach Water Dis | WATER - UTILITIES | 0108477409 | 5530 | WATER - UTILITIES | 4,607.17 |
| | | | | | | CHECK TOTAL: | 4,607.17 |
| 00388344 | 10/18/16 | Office Depot | GENERAL SUPPLIES-NON INSTRUCT | 0102397406 | 4340 | GENERAL SUPPLIES-NON INS | 56.66 |
| | | | PRINTERS <\$250 & INK/SUPPLIES | 0102397406 | 4322 | PRINTERS <\$250 & INK/SUP | 300.51 |
| | | | | | | CHECK TOTAL: | 357.17 |
| 00388345 | 10/18/16 | Smardan Supply Co | PLUMBING REPAIRS | 0102477408 | 5662 | PLUMBING REPAIRS | 66.67 |

SELECT Check ID's and Numbers: 76@ ; Check Dates: 101816

| Check # | Register | Payee Name | Description | Key | Object | Object Description | Check Amount |
|--|----------|------------------------|-------------------------------|------------|--------|--------------------------|--------------|
| | | | PLUMBING REPAIRS | 0102477408 | 5562 | PLUMBING REPAIRS | 269.97 |
| | | | | | | CHECK TOTAL: | 336.64 |
| 00388346 | 10/18/16 | Southern Calif Gas Co. | UTILITIES - HEAT | 0102477409 | 5510 | UTILITIES - HEAT | 30.92 |
| | | | UTILITIES - HEAT | 0102477409 | 5510 | UTILITIES - HEAT | 16.95 |
| | | | UTILITIES - HEAT | 0105477409 | 5510 | UTILITIES - HEAT | 143.80 |
| | | | UTILITIES - HEAT | 0105477409 | 5510 | UTILITIES - HEAT | 75.57 |
| | | | UTILITIES - HEAT | 0102477409 | 5510 | UTILITIES - HEAT | 14.79 |
| | | | UTILITIES - HEAT | 0108477409 | 5510 | UTILITIES - HEAT | 50.27 |
| | | | | | | CHECK TOTAL: | 332.30 |
| 00388347 | 10/18/16 | Southern California Ed | LIGHT & POWER | 0102477409 | 5520 | LIGHT & POWER | 3,653.88 |
| | | | LIGHT & POWER | 0105477409 | 5520 | LIGHT & POWER | 13,468.74 |
| | | | LIGHT & POWER | 0107477409 | 5520 | LIGHT & POWER | 23.67 |
| | | | LIGHT & POWER | 0107477409 | 5520 | LIGHT & POWER | 9,651.48 |
| | | | LIGHT & POWER | 0106477409 | 5520 | LIGHT & POWER | 10,718.98 |
| | | | | | | CHECK TOTAL: | 37,516.75 |
| 00388348 | 10/18/16 | State of CA/Department | FINGER PRINTING | 0110397140 | 5845 | FINGER PRINTING | 1,038.00 |
| | | | | | | CHECK TOTAL: | 1,038.00 |
| 00388349 | 10/18/16 | Viloria, Jason | REFRESHMENTS - NOT FOOD SERV | 0101377100 | 4325 | REFRESHMENTS - NOT FOOD | 307.91 |
| | | | GENERAL SUPPLIES-NON INSTRUCT | 0101377100 | 4340 | GENERAL SUPPLIES-NON INS | 290.04 |
| | | | | | | CHECK TOTAL: | 597.95 |
| 00388350 | 10/18/16 | Waste Management of OC | TRASH - UTILITIES | 0102477409 | 5540 | TRASH - UTILITIES | 514.90 |
| | | | | | | CHECK TOTAL: | 514.90 |
| TOTAL FOR STOCK 76 Laguna Beach's check stock ID | | | | | | | 108,064.59 |
| GRAND TOTAL | | | | | | | 108,064.59 |

SELECT Check ID's and Numbers: 760 ; Check Dates: 101916

| Check # | Register | Payee Name | Description | Key | Object | Object Description | Check Amount |
|----------|----------|------------------------|-------------------------------|------------|--------|--------------------------|--------------|
| 00388351 | 10/19/16 | American MicroImaging | MISC OUTSIDE VENDOR | 0101377100 | 5860 | MISC OUTSIDE VENDOR | 5,576.57 |
| | | | | | | CHECK TOTAL: | 5,576.57 |
| 00388352 | 10/19/16 | CALIFORNIA YOUTH SERVI | CONSULTANTS-OTHER | 0101395985 | 5831 | CONSULTANTS-OTHER | 800.00 |
| | | | | | | CHECK TOTAL: | 800.00 |
| 00388353 | 10/19/16 | CATHEDRAL HOME FOR CHI | SEPTEMBER 2016 | 0104632210 | 5889 | OTHER THERAPY | 2,958.08 |
| | | | SEPTEMBER 2016 | 0104632210 | 5898 | AB3632 ROOM & BOARD | 4,112.00 |
| | | | SEPTEMBER 2016 | 0104632210 | 5889 | OTHER THERAPY | 5,546.40 |
| | | | SEPTEMBER 2016 | 0104632210 | 5898 | AB3632 ROOM & BOARD | 7,710.00 |
| | | | | | | CHECK TOTAL: | 20,326.48 |
| 00388354 | 10/19/16 | Culver Newlin Inc. | EQUIPMENT - NEW | 0113018640 | 6410 | EQUIPMENT - NEW | 142.56 |
| | | | | | | CHECK TOTAL: | 142.56 |
| 00388355 | 10/19/16 | Jacqueline Silverman & | MISC OUTSIDE VENDOR | 0102397406 | 5860 | MISC OUTSIDE VENDOR | 2,000.00 |
| | | | | | | CHECK TOTAL: | 2,000.00 |
| 00388356 | 10/19/16 | Maintex | OTHER CUSTODIAL SUPPLIES | 0108477409 | 4361 | OTHER CUSTODIAL SUPPLIES | 393.68 |
| | | | OTHER CUSTODIAL SUPPLIES | 0108477409 | 4361 | OTHER CUSTODIAL SUPPLIES | 185.89 |
| | | | OTHER CUSTODIAL SUPPLIES | 0108477409 | 4361 | OTHER CUSTODIAL SUPPLIES | 277.61 |
| | | | | | | CHECK TOTAL: | 857.18 |
| 00388357 | 10/19/16 | Void - Continued Stubb | Undefined..... | Undef. | Unde | CHECK TOTAL: | 0.00* |
| 00388358 | 10/19/16 | Office Depot | COPIER PAPER | 0108011005 | 4312 | COPIER PAPER | 1,511.57 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 31.80 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 90.71 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 54.42 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 38.22 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 101.04 |
| | | | COPIER PAPER | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 21.00 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 10.79 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 89.52 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 80.67 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 6.36 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 69.95 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 104.04 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 91.69 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 2,552.34 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 48.59 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 49.46 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 54.30 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 3.55 |

LAGUNA BEACH USD
WED, OCT 19, 2016,

10/19/16

Commercial Check Register

Page 2

--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: 101916

| Check # | Register | Payee Name | Description | Key | Object | Object Description | Check Amount |
|----------|----------|------------------------|-------------------------------|------------|--------|--|--------------|
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 229.06 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 5.93 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 30.42 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 27.80 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 64.81 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 57.09 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 30.42 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 36.54 |
| | | | GENERAL SUPPLIES-NON INSTRUCT | 0109397150 | 4340 | GENERAL SUPPLIES-NON INS | 185.78 |
| | | | GENERAL SUPPLIES-NON INSTRUCT | 0104072000 | 4340 | GENERAL SUPPLIES-NON INS | 11.63 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0107011005 | 4310 | MATERIALS & SUPPLIES-INS | -6.99 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0107011005 | 4310 | MATERIALS & SUPPLIES-INS | -114.05 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 18.36 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0107011005 | 4310 | MATERIALS & SUPPLIES-INS | -47.24 |
| | | | GENERAL SUPPLIES-NON INSTRUCT | 0104072000 | 4340 | GENERAL SUPPLIES-NON INS | 143.89 |
| | | | GENERAL SUPPLIES-NON INSTRUCT | 0104072000 | 4340 | GENERAL SUPPLIES-NON INS | 66.94 |
| | | | | | | CHECK TOTAL: | 5,750.41 |
| 00388359 | 10/19/16 | | JULY 2016 - INTAKE | 0104632900 | 5878 | PARENT REIMBURSEMENT (LE | 150.00 |
| | | | 2016-2017-REGISTRATION | 0104632900 | 5878 | PARENT REIMBURSEMENT (LE | 475.00 |
| | | | PARENT REIMBURSEMENT (LEGAL) | 0104632900 | 5878 | PARENT REIMBURSEMENT (LE | 460.00 |
| | | | PARENT REIMBURSEMENT (LEGAL) | 0104632900 | 5878 | PARENT REIMBURSEMENT (LE | 460.00 |
| | | | | | | CHECK TOTAL: | 1,545.00 |
| 00388360 | 10/19/16 | DC ARCHITECTS | ARCHITECTURAL DESIGN FEES | 4207498068 | 6220 | ARCHITECTURAL DESIGN FEE | 3,968.74 |
| | | | | | | CHECK TOTAL: | 3,968.74 |
| 00388361 | 10/19/16 | USA SHADE & FABRIC STR | SITE IMPROVEMENT | 4207498068 | 6110 | SITE IMPROVEMENT | 44,569.76 |
| | | | | | | CHECK TOTAL: | 44,569.76 |
| | | | | | | TOTAL FOR STOCK 76 Laguna Beach's check stock ID | 85,536.70 |
| | | | GRAND TOTAL | | | | 85,536.70 |

SELECT Check ID's and Numbers: 76@ ; Check Dates: 102016

| Check # | Register | Payee Name | Description | Key | Object | Object Description | Check Amount |
|----------|----------|------------------------|-------------------------------|------------|--------|--------------------------|--------------|
| 00388362 | 10/20/16 | Acorn Media | COMPUTER SUPPLIES | 0113457175 | 4320 | COMPUTER SUPPLIES | 254.69 |
| | | | COMPUTER SUPPLIES | 0113457175 | 4320 | COMPUTER SUPPLIES | 82.04 |
| | | | COMPUTER SUPPLIES | 0113457175 | 4320 | COMPUTER SUPPLIES | 161.73 |
| | | | COMPUTER SUPPLIES | 0113457175 | 4320 | COMPUTER SUPPLIES | 644.15 |
| | | | COMPUTER SUPPLIES | 0113457175 | 4320 | COMPUTER SUPPLIES | 756.00 |
| | | | COMPUTER SUPPLIES | 0113457175 | 4320 | COMPUTER SUPPLIES | 264.90 |
| | | | | | | CHECK TOTAL: | 2,163.51 |
| 00388363 | 10/20/16 | ACTIVE INTERNET TECHNO | ANNUAL SOFTWARE LICENSE FEE | 0113457175 | 5805 | ANNUAL SOFTWARE LICENSE | 19,500.00 |
| | | | | | | CHECK TOTAL: | 19,500.00 |
| 00388364 | 10/20/16 | | JULY 2016 | 0104632900 | 5878 | PARENT REIMBURSEMENT (LE | 2,916.66 |
| | | | SEPTEMBER 2016 | 0104632900 | 5878 | PARENT REIMBURSEMENT (LE | 2,916.66 |
| | | | AUGUST 2016 | 0104632900 | 5878 | PARENT REIMBURSEMENT (LE | 2,916.66 |
| | | | | | | CHECK TOTAL: | 8,749.98 |
| 00388365 | 10/20/16 | Andrew Crisp | GENERAL SUPPLIES-NON INSTRUCT | 0106091008 | 4340 | GENERAL SUPPLIES-NON INS | 166.32 |
| | | | | | | CHECK TOTAL: | 166.32 |
| 00388366 | 10/20/16 | Apple Computer Inc. | EQUIPMENT-COMPUTER | 0113017175 | 4460 | EQUIPMENT-COMPUTER | 861.00 |
| | | | EQUIPMENT-COMPUTER | 0113017175 | 4460 | EQUIPMENT-COMPUTER | 3,809.28 |
| | | | EQUIPMENT-COMPUTER | 0113017175 | 4460 | EQUIPMENT-COMPUTER | 2,550.48 |
| | | | | | | CHECK TOTAL: | 7,220.76 |
| 00388367 | 10/20/16 | Blue Sky Outfitters | GENERAL SUPPLIES-NON INSTRUCT | 0108015060 | 4340 | GENERAL SUPPLIES-NON INS | 307.10 |
| | | | | | | CHECK TOTAL: | 307.10 |
| 00388368 | 10/20/16 | Cambium Learning Inc. | TEXTBOOKS | 0102014105 | 4100 | TEXTBOOKS | 654.88 |
| | | | TEXTBOOKS | 0102014105 | 4100 | TEXTBOOKS | 2,188.46 |
| | | | | | | CHECK TOTAL: | 2,843.34 |
| 00388369 | 10/20/16 | CDW GOVERNMENT LLC | EQUIPMENT-COMPUTER | 0113017175 | 4460 | EQUIPMENT-COMPUTER | 4,287.50 |
| | | | EQUIPMENT-COMPUTER | 0113017175 | 4460 | EQUIPMENT-COMPUTER | 39,537.82 |
| | | | EQUIPMENT-COMPUTER | 0113068640 | 4460 | EQUIPMENT-COMPUTER | 162.37 |
| | | | EQUIPMENT-COMPUTER | 0113068640 | 4460 | EQUIPMENT-COMPUTER | 925.60 |
| | | | EQUIPMENT-COMPUTER | 0113068640 | 4460 | EQUIPMENT-COMPUTER | 925.60 |
| | | | EQUIPMENT-COMPUTER | 0113017175 | 4460 | EQUIPMENT-COMPUTER | 1,345.22 |
| | | | EQUIPMENT-COMPUTER | 0113017175 | 4460 | EQUIPMENT-COMPUTER | 2,690.45 |
| | | | | | | CHECK TOTAL: | 49,874.56 |
| 00388370 | 10/20/16 | Dick Blick | MATERIALS & SUPPLIES-INSTRUCT | 0105015060 | 4310 | MATERIALS & SUPPLIES-INS | 532.21 |
| | | | | | | CHECK TOTAL: | 532.21 |
| 00388371 | 10/20/16 | Dippel, Jeff | MATERIALS & SUPPLIES-INSTRUCT | 0106015040 | 4310 | MATERIALS & SUPPLIES-INS | 49.19 |

SELECT Check ID's and Numbers: 760 ; Check Dates: 102016

| Check # | Register | Payee Name | Description | Key | Object | Object Description | Check Amount |
|----------|----------|------------------------|--------------------------------|------------|--------|--------------------------|--------------|
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0106015040 | 4310 | MATERIALS & SUPPLIES-INS | 49.19 |
| | | | | | | CHECK TOTAL: | 98.38 |
| 00388372 | 10/20/16 | Durinda Klein | REFRESHMENTS - NOT FOOD SERV | 0105091012 | 4325 | REFRESHMENTS - NOT FOOD | 148.72 |
| | | | | | | CHECK TOTAL: | 148.72 |
| 00388373 | 10/20/16 | Go Rent-A-Van | CHARTER BUS-ATHLETIC/FIELD TRP | 0105311075 | 5865 | CHARTER BUS-ATHLETIC/FIE | 145.96 |
| | | | CHARTER BUS-ATHLETIC/FIELD TRP | 0105311075 | 5865 | CHARTER BUS-ATHLETIC/FIE | 280.78 |
| | | | CHARTER BUS-ATHLETIC/FIELD TRP | 0105311075 | 5865 | CHARTER BUS-ATHLETIC/FIE | 140.39 |
| | | | CHARTER BUS-ATHLETIC/FIELD TRP | 0105311075 | 5865 | CHARTER BUS-ATHLETIC/FIE | 140.39 |
| | | | | | | CHECK TOTAL: | 707.52 |
| 00388374 | 10/20/16 | Grainger | MATERIALS & SUPPLIES-INSTRUCT | 0105015060 | 4310 | MATERIALS & SUPPLIES-INS | 122.78 |
| | | | | | | CHECK TOTAL: | 122.78 |
| 00388375 | 10/20/16 | GST | EQUIPMENT - NEW | 0113018640 | 6410 | EQUIPMENT - NEW | 724.90 |
| | | | EQUIPMENT - NEW | 0113018640 | 6410 | EQUIPMENT - NEW | 32,066.03 |
| | | | EQUIPMENT - NEW | 0113018640 | 6410 | EQUIPMENT - NEW | 140,435.65 |
| | | | EQUIPMENT - NEW | 0113018640 | 6410 | EQUIPMENT - NEW | 53,135.07 |
| | | | EQUIPMENT - NEW | 0113018640 | 6410 | EQUIPMENT - NEW | 133,362.01 |
| | | | EQUIPMENT - NEW | 0106091008 | 6410 | EQUIPMENT - NEW | 57,551.43 |
| | | | | | | CHECK TOTAL: | 417,275.09 |
| 00388376 | 10/20/16 | Harcourt School Publis | TEXTBOOKS | 0102014100 | 4100 | TEXTBOOKS | 405.76 |
| | | | | | | CHECK TOTAL: | 405.76 |
| 00388377 | 10/20/16 | HARTFORD, RICHARD | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 155.35 |
| | | | | | | CHECK TOTAL: | 155.35 |
| 00388378 | 10/20/16 | Hear Now | OTHER THERAPY | 0104632900 | 5889 | OTHER THERAPY | 42.50 |
| | | | | | | CHECK TOTAL: | 42.50 |
| 00388379 | 10/20/16 | Houghton Mifflin Harco | TEXTBOOKS | 0102014041 | 4100 | TEXTBOOKS | 141,406.42 |
| | | | TEXTBOOKS | 0102014041 | 4100 | TEXTBOOKS | 10,374.01 |
| | | | TRAVEL & CONFERENCE | 0104613150 | 5220 | TRAVEL & CONFERENCE | 1,196.00 |
| | | | | | | CHECK TOTAL: | 152,976.43 |
| 00388380 | 10/20/16 | Kris Hammerquist | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 193.05 |
| | | | | | | CHECK TOTAL: | 193.05 |
| 00388381 | 10/20/16 | Lexia Learning Systems | ANNUAL SOFTWARE LICENSE FEE | 0113017175 | 5805 | ANNUAL SOFTWARE LICENSE | 6,750.00 |
| | | | | | | CHECK TOTAL: | 6,750.00 |
| 00388382 | 10/20/16 | Lynda Eliel-Davis | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 16.98 |

SELECT Check ID's and Numbers: 760 ; Check Dates: 102016

| Check # | Register | Payee Name | Description | Key | Object | Object Description | Check Amount |
|--|----------|------------------------|-------------------------------|------------|--------|---------------------------|--------------|
| CHECK TOTAL: | | | | | | | 16.98 |
| 00388383 | 10/20/16 | Maintex | CUSTODIAL CONSUMABLES (PAPER) | 0105477409 | 4360 | CUSTODIAL CONSUMABLES (PA | -4,898.91 |
| | | | OTHER CUSTODIAL SUPPLIES | 0107477409 | 4361 | OTHER CUSTODIAL SUPPLIES | 2,004.51 |
| | | | CUSTODIAL CONSUMABLES (PAPER) | 0105477409 | 4360 | CUSTODIAL CONSUMABLES (PA | 114.52 |
| | | | CUSTODIAL CONSUMABLES (PAPER) | 0105477409 | 4360 | CUSTODIAL CONSUMABLES (PA | 2,951.25 |
| CHECK TOTAL: | | | | | | | 171.37 |
| 00388384 | 10/20/16 | NATIONAL HEALTH PROMOT | TRAVEL & CONFERENCE | 0102015380 | 5220 | TRAVEL & CONFERENCE | 235.00 |
| CHECK TOTAL: | | | | | | | 235.00 |
| 00388385 | 10/20/16 | OCEAN Institute | MISC OUTSIDE VENDOR | 0108015081 | 5860 | MISC OUTSIDE VENDOR | 430.00 |
| CHECK TOTAL: | | | | | | | 430.00 |
| 00388386 | 10/20/16 | Pearson Assessments | TESTS/SCORING | 0104613150 | 4330 | TESTS/SCORING | 745.00 |
| CHECK TOTAL: | | | | | | | 745.00 |
| 00388387 | 10/20/16 | Penny Dressler | MATERIALS & SUPPLIES-INSTRUCT | 0106011008 | 4310 | MATERIALS & SUPPLIES-INS | 136.00 |
| CHECK TOTAL: | | | | | | | 136.00 |
| 00388388 | 10/20/16 | Randi Beckley | MATERIALS & SUPPLIES-INSTRUCT | 0106011008 | 4310 | MATERIALS & SUPPLIES-INS | 70.81 |
| CHECK TOTAL: | | | | | | | 70.81 |
| 00388389 | 10/20/16 | Steve Lalim | TRAVEL & CONFERENCE | 0105311075 | 5220 | TRAVEL & CONFERENCE | 317.02 |
| CHECK TOTAL: | | | | | | | 317.02 |
| 00388390 | 10/20/16 | THOMAS, MARYANN | SUBSCRIPTIONS | 0108011005 | 4368 | SUBSCRIPTIONS | 230.00 |
| CHECK TOTAL: | | | | | | | 230.00 |
| 00388391 | 10/20/16 | Triana Ramazan | DUES & MEMBERSHIPS | 0107011005 | 5310 | DUES & MEMBERSHIPS | 49.00 |
| CHECK TOTAL: | | | | | | | 49.00 |
| 00388392 | 10/20/16 | West Interactive Servi | ANNUAL SOFTWARE LICENSE FEE | 0113017175 | 5805 | ANNUAL SOFTWARE LICENSE | 5,550.00 |
| CHECK TOTAL: | | | | | | | 5,550.00 |
| 00388393 | 10/20/16 | WESTERN YOUTH SERVICES | OTHER THERAPY | 0104132980 | 5889 | OTHER THERAPY | 1,020.00 |
| CHECK TOTAL: | | | | | | | 1,020.00 |
| TOTAL FOR STOCK 76 Laguna Beach's check stock ID | | | | | | | 679,204.54 |
| GRAND TOTAL | | | | | | | 679,204.54 |

SELECT Check ID's and Numbers: 760 ; Check Dates: 102116

| Check # | Register | Payee Name | Description | Key | Object | Object Description | Check Amount |
|----------|----------|------------------------|---------------------------------|------------|--------|----------------------------|--------------|
| 00388394 | 10/21/16 | Apple Computer Inc. | EQUIPMENT-COMPUTER | 0113017175 | 4460 | EQUIPMENT-COMPUTER | 534.60 |
| | | | EQUIPMENT-COMPUTER | 0113017175 | 4460 | EQUIPMENT-COMPUTER | 945.00 |
| | | | EQUIPMENT-COMPUTER | 0113017175 | 4460 | EQUIPMENT-COMPUTER | 736.32 |
| | | | | | | CHECK TOTAL: | 2,215.92 |
| 00388395 | 10/21/16 | Blue Sky Outfitters | GENERAL SUPPLIES-NON INSTRUCT | 0108015060 | 4340 | GENERAL SUPPLIES-NON INS | 237.12 |
| | | | | | | CHECK TOTAL: | 237.12 |
| 00388396 | 10/21/16 | CDW GOVERNMENT LLC | COMPUTER SUPPLIES | 0113457175 | 4320 | COMPUTER SUPPLIES | 113.81 |
| | | | COMPUTER SUPPLIES | 0113457175 | 4320 | COMPUTER SUPPLIES | 193.86 |
| | | | EQUIPMENT-COMPUTER | 0113457175 | 4460 | EQUIPMENT-COMPUTER | 1,422.96 |
| | | | COMPUTER PRINTERS \$250-\$5,000 | 0104613150 | 4462 | COMPUTER PRINTERS \$250-\$ | 372.21 |
| | | | | | | CHECK TOTAL: | 2,102.84 |
| 00388397 | 10/21/16 | Dick Blick | MATERIALS & SUPPLIES-INSTRUCT | 0105015060 | 4310 | MATERIALS & SUPPLIES-INS | 67.33 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0105015060 | 4310 | MATERIALS & SUPPLIES-INS | 13.12 |
| | | | | | | CHECK TOTAL: | 80.45 |
| 00388398 | 10/21/16 | Flinn Scientific | MATERIALS & SUPPLIES-INSTRUCT | 0105011012 | 4310 | MATERIALS & SUPPLIES-INS | 179.24 |
| | | | | | | CHECK TOTAL: | 179.24 |
| 00388399 | 10/21/16 | Follett School Solutio | TEXTBOOKS | 0102014100 | 4100 | TEXTBOOKS | 469.47 |
| | | | | | | CHECK TOTAL: | 469.47 |
| 00388400 | 10/21/16 | Go Rent-A-Van | CHARTER BUS-ATHLETIC/FIELD TRP | 0105311075 | 5865 | CHARTER BUS-ATHLETIC/FIE | 561.56 |
| | | | | | | CHECK TOTAL: | 561.56 |
| 00388401 | 10/21/16 | Grainger | MAINTENANCE SUPPLIES | 0105477408 | 4362 | MAINTENANCE SUPPLIES | 43.45 |
| | | | | | | CHECK TOTAL: | 43.45 |
| 00388402 | 10/21/16 | Jim's Music Center Inc | MATERIALS & SUPPLIES-INSTRUCT | 0106011008 | 4310 | MATERIALS & SUPPLIES-INS | 27.59 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0106011008 | 4310 | MATERIALS & SUPPLIES-INS | 74.20 |
| | | | | | | CHECK TOTAL: | 101.79 |
| 00388403 | 10/21/16 | KRUGER TEAM SPORT | GENERAL SUPPLIES-NON INSTRUCT | 0105095060 | 4340 | GENERAL SUPPLIES-NON INS | 684.29 |
| | | | MISC OUTSIDE VENDOR | 0106015455 | 5860 | MISC OUTSIDE VENDOR | 386.64 |
| | | | | | | CHECK TOTAL: | 1,070.93 |
| 00388404 | 10/21/16 | MAXIM HEALTHCARE SERVI | SEPTEMEER 2016 | 0104172860 | 5831 | CONSULTANTS-OTHER | 5,103.45 |
| | | | | | | CHECK TOTAL: | 5,103.45 |
| 00388405 | 10/21/16 | OCDE | IAA-PAYMENTS TO COUNTY OFFICES | 0104542110 | 7142 | IAA-PAYMENTS TO COUNTY O | 16,062.32 |
| | | | IAA-PAYMENTS TO COUNTY OFFICES | 0104542110 | 7142 | IAA-PAYMENTS TO COUNTY O | 8,031.16 |
| | | | TRAVEL & CONFERENCE | 0104033200 | 5220 | TRAVEL & CONFERENCE | 150.00 |

SELECT Check ID's and Numbers: 76@ ; Check Dates: 102116

| <u>Check #</u> | <u>Register</u> | <u>Payee Name</u> | <u>Description</u> | <u>Key</u> | <u>Object</u> | <u>Object Description</u> | <u>Check Amount</u> |
|----------------|-----------------|------------------------|-------------------------------|------------|---------------|--|---------------------|
| | | | | | | CHECK TOTAL: | 24,243.48 |
| 00388406 | 10/21/16 | OCDE | TRAVEL & CONFERENCE | 0105011012 | 5220 | TRAVEL & CONFERENCE | 225.00 |
| | | | | | | CHECK TOTAL: | 225.00 |
| 00388407 | 10/21/16 | Palos Sports | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 189.02 |
| | | | | | | CHECK TOTAL: | 189.02 |
| 00388408 | 10/21/16 | Plank Road Publishing | MATERIALS & SUPPLIES-INSTRUCT | 0107011005 | 4310 | MATERIALS & SUPPLIES-INS | 98.04 |
| | | | | | | CHECK TOTAL: | 98.04 |
| 00388409 | 10/21/16 | UPS | POSTAGE | 0113457175 | 5910 | POSTAGE | 1.25 |
| | | | | | | CHECK TOTAL: | 1.25 |
| 00388410 | 10/21/16 | Varsity Spirit Fashion | MATERIALS & SUPPLIES-INSTRUCT | 0105011075 | 4310 | MATERIALS & SUPPLIES-INS | 800.00 |
| | | | | | | CHECK TOTAL: | 800.00 |
| | | | | | | TOTAL FOR STOCK 76 Laguna Beach's check stock ID | 37,723.01 |
| | | | GRAND TOTAL | | | | 37,723.01 |

SELECT Check ID's and Numbers: 76@ ; Check Dates: 102416

| Check # | Register | Payee Name | Description | Key | Object | Object Description | Check Amount |
|--|----------|------------------------|--------------------------------|------------|--------|--------------------------|--------------|
| 00388411 | 10/24/16 | Certified Transportati | CHARTER BUS-ATHLETIC/FIELD TRP | 0105311075 | 5865 | CHARTER BUS-ATHLETIC/FIE | 2,912.00 |
| | | | | | | CHECK TOTAL: | 2,912.00 |
| 00388412 | 10/24/16 | MUSEUM OF TOLERANCE | MISC OUTSIDE VENDOR | 0106015570 | 5860 | MISC OUTSIDE VENDOR | 1,365.00 |
| | | | MISC OUTSIDE VENDOR | 0106015570 | 5860 | MISC OUTSIDE VENDOR | 1,260.00 |
| | | | | | | CHECK TOTAL: | 2,625.00 |
| TOTAL FOR STOCK 76 Laguna Beach's check stock ID | | | | | | | 5,537.00 |
| GRAND TOTAL | | | | | | | 5,537.00 |

SELECT Check ID's and Numbers: 760 ; Check Dates: 102516

| Check # | Register | Payee Name | Description | Key | Object | Object Description | Check Amount |
|----------|----------|------------------------|--------------------------------|------------|--------|---------------------------|--------------|
| 00388413 | 10/25/16 | ACSA | DUES & MEMBERSHIPS | 0105011012 | 5310 | DUES & MEMBERSHIPS | 2,779.28 |
| | | | | | | CHECK TOTAL: | 2,779.28 |
| 00388414 | 10/25/16 | Certified Transportati | CHARTER BUS-ATHLETIC/FIELD TRP | 0105311075 | 5865 | CHARTER BUS-ATHLETIC/FIE | 634.64 |
| | | | CHARTER BUS-ATHLETIC/FIELD TRP | 0105311075 | 5865 | CHARTER BUS-ATHLETIC/FIE | 2,233.92 |
| | | | | | | CHECK TOTAL: | 2,868.56 |
| 00388415 | 10/25/16 | COAST TO COAST COMPUTE | PRINTERS <\$250 & INK/SUPPLIES | 0105011012 | 4322 | PRINTERS <\$250 & INK/SUP | 1,183.68 |
| | | | PRINTERS <\$250 & INK/SUPPLIES | 0105011012 | 4322 | PRINTERS <\$250 & INK/SUP | 448.11 |
| | | | | | | CHECK TOTAL: | 1,631.79 |
| 00388416 | 10/25/16 | First Student Inc. | CHARTER BUS-ATHLETIC/FIELD TRP | 0105311075 | 5865 | CHARTER BUS-ATHLETIC/FIE | 8,290.93 |
| | | | CHARTER BUS-ATHLETIC/FIELD TRP | 0105311075 | 5865 | CHARTER BUS-ATHLETIC/FIE | 315.53 |
| | | | | | | CHECK TOTAL: | 8,606.46 |
| 00388417 | 10/25/16 | Follett School Solutio | TEXTBOOKS | 0102014100 | 4100 | TEXTBOOKS | 575.42 |
| | | | TEXTBOOKS | 0102014100 | 4100 | TEXTBOOKS | 1,080.63 |
| | | | TEXTBOOKS | 0102014100 | 4100 | TEXTBOOKS | 1,947.90 |
| | | | | | | CHECK TOTAL: | 3,603.95 |
| 00388418 | 10/25/16 | Go Rent-A-Van | CHARTER BUS-ATHLETIC/FIELD TRP | 0105311075 | 5865 | CHARTER BUS-ATHLETIC/FIE | 97.19 |
| | | | CHARTER BUS-ATHLETIC/FIELD TRP | 0105311075 | 5865 | CHARTER BUS-ATHLETIC/FIE | 107.99 |
| | | | | | | CHECK TOTAL: | 205.18 |
| 00388419 | 10/25/16 | Jun Shen | MATERIALS & SUPPLIES-INSTRUCT | 0105015040 | 4310 | MATERIALS & SUPPLIES-INS | 599.80 |
| | | | | | | CHECK TOTAL: | 599.80 |
| 00388420 | 10/25/16 | JW Pepper | MATERIALS & SUPPLIES-INSTRUCT | 0106011008 | 4310 | MATERIALS & SUPPLIES-INS | 82.36 |
| | | | | | | CHECK TOTAL: | 82.36 |
| 00388421 | 10/25/16 | Laguna Digital Lab | OUTSIDE PRINTING | 0108091005 | 5870 | OUTSIDE PRINTING | 181.98 |
| | | | | | | CHECK TOTAL: | 181.98 |
| 00388422 | 10/25/16 | Maintex | CUSTODIAL CONSUMABLES (PAPER) | 0106477409 | 4360 | CUSTODIAL CONSUMABLES (PA | 150.73 |
| | | | | | | CHECK TOTAL: | 150.73 |
| 00388423 | 10/25/16 | Palos Sports | GENERAL SUPPLIES-NON INSTRUCT | 0108477408 | 4340 | GENERAL SUPPLIES-NON INS | 664.95 |
| | | | | | | CHECK TOTAL: | 664.95 |
| 00388424 | 10/25/16 | Pearson Assessments | TESTS/SCORING | 0104613150 | 4330 | TESTS/SCORING | 516.00 |
| | | | | | | CHECK TOTAL: | 516.00 |
| 00388425 | 10/25/16 | ReadyRefresh by Nestle | MATERIALS & SUPPLIES-INSTRUCT | 0105011012 | 4310 | MATERIALS & SUPPLIES-INS | 65.18 |
| | | | | | | CHECK TOTAL: | 65.18 |

SELECT Check ID's and Numbers: 760 ; Check Dates: 102516

| Check # | Register | Payee Name | Description | Key | Object | Object Description | Check Amount |
|----------|----------|-------------------|-------------------------------|------------|--------|--|--------------|
| 00388426 | 10/25/16 | Rutan & Tucker | SEPTEMBER 2016 | 0104072000 | 5835 | LEGAL EXPENSE | 6,647.65 |
| | | | | | | CHECK TOTAL: | 6,647.65 |
| 00388427 | 10/25/16 | Staples Advantage | COPIER PAPER | 0106011008 | 4312 | COPIER PAPER | 835.92 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0106011008 | 4310 | MATERIALS & SUPPLIES-INS | 17.06 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0106011008 | 4310 | MATERIALS & SUPPLIES-INS | -5.40 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0106011008 | 4310 | MATERIALS & SUPPLIES-INS | 12.24 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0106011008 | 4310 | MATERIALS & SUPPLIES-INS | 300.75 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0106011008 | 4310 | MATERIALS & SUPPLIES-INS | -70.23 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0106011008 | 4310 | MATERIALS & SUPPLIES-INS | 217.24 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0105011012 | 4310 | MATERIALS & SUPPLIES-INS | 457.07 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0105011012 | 4310 | MATERIALS & SUPPLIES-INS | 64.04 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0106011008 | 4310 | MATERIALS & SUPPLIES-INS | 25.89 |
| | | | | | | CHECK TOTAL: | 1,854.58 |
| 00388428 | 10/25/16 | Tangram Interiors | EQUIPMENT - NEW | 0113018640 | 4410 | EQUIPMENT - NEW | 990.59 |
| | | | | | | CHECK TOTAL: | 990.59 |
| | | | | | | TOTAL FOR STOCK 76 Laguna Beach's check stock ID | 31,449.04 |
| | | | GRAND TOTAL | | | | 31,449.04 |

SELECT Check ID's and Numbers: 76@ ; Check Dates: 102616

| Check # | Register | Payee Name | Description | Key | Object | Object Description | Check Amount |
|--|----------|------------------------|-------------------------------|------------|--------|--------------------------|--------------|
| 00388429 | 10/26/16 | ACSA Foundation Educa | TRAVEL & CONFERENCE | 0104292600 | 5220 | TRAVEL & CONFERENCE | 375.00 |
| | | | | | | CHECK TOTAL: | 375.00 |
| 00388430 | 10/26/16 | DESTINATION IMAGINATIO | MISC OUTSIDE VENDOR | 0108011005 | 5860 | MISC OUTSIDE VENDOR | 630.00 |
| | | | | | | CHECK TOTAL: | 630.00 |
| 00388431 | 10/26/16 | KAP 7 INTERNATIONAL IN | MATERIALS & SUPPLIES-INSTRUCT | 0105011075 | 4310 | MATERIALS & SUPPLIES-INS | 2,000.00 |
| | | | | | | CHECK TOTAL: | 2,000.00 |
| 00388432 | 10/26/16 | Kaplan Companies | GENERAL SUPPLIES-NON INSTRUCT | 0108015040 | 4340 | GENERAL SUPPLIES-NON INS | 1,291.19 |
| | | | | | | CHECK TOTAL: | 1,291.19 |
| 00388433 | 10/26/16 | NICK RAIL MUSIC | EQUIPMENT - NEW | 0102015940 | 4410 | EQUIPMENT - NEW | 1,784.50 |
| | | | | | | CHECK TOTAL: | 1,784.50 |
| 00388434 | 10/26/16 | NICOLE MILLER & ASSOCI | CONSULTANTS-OTHER | 0109156100 | 5831 | CONSULTANTS-OTHER | 1,125.00 |
| | | | | | | CHECK TOTAL: | 1,125.00 |
| 00388435 | 10/26/16 | Office Depot | MATERIALS & SUPPLIES-INSTRUCT | 0107011005 | 4310 | MATERIALS & SUPPLIES-INS | 11.87 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0107011005 | 4310 | MATERIALS & SUPPLIES-INS | 9.17 |
| | | | | | | CHECK TOTAL: | 21.04 |
| 00388436 | 10/26/16 | Pearson | TEXTBOOKS | 0102014100 | 4100 | TEXTBOOKS | 698.97 |
| | | | | | | CHECK TOTAL: | 698.97 |
| 00388437 | 10/26/16 | Really Good Stuff | MATERIALS & SUPPLIES-INSTRUCT | 0107011005 | 4310 | MATERIALS & SUPPLIES-INS | 87.79 |
| | | | | | | CHECK TOTAL: | 87.79 |
| 00388438 | 10/26/16 | Safety Glasses USA Inc | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 72.23 |
| | | | | | | CHECK TOTAL: | 72.23 |
| 00388439 | 10/26/16 | SHAH, KEVIN | MATERIALS & SUPPLIES-INSTRUCT | 0105011012 | 4310 | MATERIALS & SUPPLIES-INS | 1,000.00 |
| | | | | | | CHECK TOTAL: | 1,000.00 |
| 00388440 | 10/26/16 | THE JOY FACTORY | COMPUTER SUPPLIES | 0113018640 | 4320 | COMPUTER SUPPLIES | 1,579.18 |
| | | | | | | CHECK TOTAL: | 1,579.18 |
| 00388441 | 10/26/16 | UC Regents | TRAVEL & CONFERENCE | 0102015380 | 5220 | TRAVEL & CONFERENCE | 25.00 |
| | | | | | | CHECK TOTAL: | 25.00 |
| TOTAL FOR STOCK 76 Laguna Beach's check stock ID | | | | | | | 10,689.90 |
| GRAND TOTAL | | | | | | | 10,689.90 |

SELECT Check ID's and Numbers: 760 ; Check Dates: 102816

| Check # | Register | Payee Name | Description | Key | Object | Object Description | Check Amount |
|----------|----------|------------------------|-------------------------------|------------|--------|--------------------------|--------------|
| 00388442 | 10/28/16 | Ann Moneymaker | TRAVEL & CONFERENCE | 0102477408 | 5220 | TRAVEL & CONFERENCE | 18.04 |
| | | | | | | CHECK TOTAL: | 18.04 |
| 00388443 | 10/28/16 | AT&T | TELEPHONE SERVICE | 0106477409 | 5920 | TELEPHONE SERVICE | 34.96 |
| | | | TELEPHONE SERVICE | 0105477409 | 5920 | TELEPHONE SERVICE | 6.33 |
| | | | TELEPHONE SERVICE | 0102477409 | 5920 | TELEPHONE SERVICE | 33.06 |
| | | | | | | CHECK TOTAL: | 74.35 |
| 00388444 | 10/28/16 | Atkinson Andelson Loya | LEGAL EXPENSE | 0110397140 | 5835 | LEGAL EXPENSE | 765.19 |
| | | | LEGAL EXPENSE | 0102397400 | 5835 | LEGAL EXPENSE | 267.75 |
| | | | | | | CHECK TOTAL: | 1,032.94 |
| 00388445 | 10/28/16 | Capano, Ignazio | MILEAGE REIMBURSEMENT | 0113457175 | 5210 | MILEAGE REIMBURSEMENT | 59.62 |
| | | | | | | CHECK TOTAL: | 59.62 |
| 00388446 | 10/28/16 | Dan's Thermal Services | CONTRACT SERVICES | 0105477408 | 5610 | CONTRACT SERVICES | 517.00 |
| | | | | | | CHECK TOTAL: | 517.00 |
| 00388447 | 10/28/16 | FAGEN, FRIEDMAN & FULF | LEGAL EXPENSE | 0101377100 | 5935 | LEGAL EXPENSE | 557.25 |
| | | | | | | CHECK TOTAL: | 557.25 |
| 00388448 | 10/28/16 | FIVE STAR TROPHIES | GENERAL SUPPLIES-NON INSTRUCT | 0101377100 | 4340 | GENERAL SUPPLIES-NON INS | 25.92 |
| | | | GENERAL SUPPLIES-NON INSTRUCT | 0101377100 | 4340 | GENERAL SUPPLIES-NON INS | 12.96 |
| | | | | | | CHECK TOTAL: | 38.88 |
| 00388449 | 10/28/16 | Frontier California In | TELEPHONE SERVICE | 0108477409 | 5920 | TELEPHONE SERVICE | 283.30 |
| | | | TELEPHONE SERVICE | 0107477409 | 5920 | TELEPHONE SERVICE | 154.89 |
| | | | TELEPHONE SERVICE | 0106477409 | 5920 | TELEPHONE SERVICE | 656.51 |
| | | | TELEPHONE SERVICE | 0105477409 | 5920 | TELEPHONE SERVICE | 823.04 |
| | | | TELEPHONE SERVICE | 0102477409 | 5920 | TELEPHONE SERVICE | 804.48 |
| | | | TELEPHONE SERVICE | 0108477409 | 5920 | TELEPHONE SERVICE | 444.87 |
| | | | | | | CHECK TOTAL: | 3,167.09 |
| 00388450 | 10/28/16 | Ganahl Lumber | PLUMBING REPAIRS | 0102477408 | 5662 | PLUMBING REPAIRS | 33.73 |
| | | | | | | CHECK TOTAL: | 33.73 |
| 00388451 | 10/28/16 | Gregg Abel Constructio | CONTRACT SERVICES | 0105477408 | 5610 | CONTRACT SERVICES | 915.00 |
| | | | | | | CHECK TOTAL: | 915.00 |
| 00388452 | 10/28/16 | Howland, Pam | TRAVEL & CONFERENCE | 0108091005 | 5220 | TRAVEL & CONFERENCE | 33.48 |
| | | | | | | CHECK TOTAL: | 33.48 |
| 00388453 | 10/28/16 | Irene White | TRAVEL & CONFERENCE | 0102015380 | 5220 | TRAVEL & CONFERENCE | 200.56 |
| | | | TRAVEL & CONFERENCE | 0102015380 | 5220 | TRAVEL & CONFERENCE | 943.92 |

SELECT Check ID's and Numbers: 76@ ; Check Dates: 102816

| Check # | Register | Payee Name | Description | Key | Object | Object Description | Check Amount |
|--------------|----------|------------------------|--------------------------------|------------|--------|---------------------------|--------------|
| CHECK TOTAL: | | | | | | | 1,144.48 |
| 00388454 | 10/28/16 | Jennifer DeMark | TRAVEL & CONFERENCE | 0102015380 | 5220 | TRAVEL & CONFERENCE | 425.00 |
| CHECK TOTAL: | | | | | | | 425.00 |
| 00388455 | 10/28/16 | Kaiser Foundation Heal | HEALTH & WELFARE, CLASSIFIED | 0102397400 | 3402 | HEALTH & WELFARE, CLASSIF | 178.94 |
| | | | HEALTH & WELFARE, CERTIFICATED | 0102017400 | 3401 | HEALTH & WELFARE, CERTIF | 363.30 |
| | | | HEALTH & WELFARE, CLASSIFIED | 0102397400 | 3402 | HEALTH & WELFARE, CLASSIF | 47,321.36 |
| | | | HEALTH & WELFARE, CERTIFICATED | 0102017400 | 3401 | HEALTH & WELFARE, CERTIF | 96,076.71 |
| CHECK TOTAL: | | | | | | | 143,940.31 |
| 00388456 | 10/28/16 | Lila Samia | TRAVEL & CONFERENCE | 0102015380 | 5220 | TRAVEL & CONFERENCE | 227.63 |
| CHECK TOTAL: | | | | | | | 227.63 |
| 00388457 | 10/28/16 | Myers, Andy | FEES TRANSPORTATION FR INDIV | 0100006700 | 8675 | FEES TRANSPORTATION FR I | 158.00 |
| CHECK TOTAL: | | | | | | | 158.00 |
| 00388458 | 10/28/16 | Myregard, Amanda | TRAVEL & CONFERENCE | 0104613150 | 5220 | TRAVEL & CONFERENCE | 42.90 |
| CHECK TOTAL: | | | | | | | 42.90 |
| 00388459 | 10/28/16 | National Construction | RENTAL EXPENSE | 0105477408 | 5620 | RENTAL EXPENSE | 170.60 |
| CHECK TOTAL: | | | | | | | 170.60 |
| 00388460 | 10/28/16 | Nguyen, Kevin | TRAVEL & CONFERENCE | 0108091005 | 5220 | TRAVEL & CONFERENCE | 52.60 |
| CHECK TOTAL: | | | | | | | 52.60 |
| 00388461 | 10/28/16 | Office Depot | GENERAL SUPPLIES-NON INSTRUCT | 0101377100 | 4340 | GENERAL SUPPLIES-NON INS | 1.92 |
| CHECK TOTAL: | | | | | | | 1.92 |
| 00388462 | 10/28/16 | Safety 1st Pest Contro | 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 |
| | | | PEST CONTROL | 0107477409 | 5550 | PEST CONTROL | 75.00 |
| | | | PEST CONTROL | 0105477409 | 5550 | PEST CONTROL | 120.00 |
| CHECK TOTAL: | | | | | | | 675.00 |
| 00388463 | 10/28/16 | SC Fuels | FUEL FOR VEHICLES | 0102477408 | 4375 | FUEL FOR VEHICLES | 326.38 |
| | | | FUEL FOR VEHICLES | 0105477408 | 4375 | FUEL FOR VEHICLES | 51.49 |
| | | | FUEL FOR VEHICLES | 0106477408 | 4375 | FUEL FOR VEHICLES | 56.34 |
| CHECK TOTAL: | | | | | | | 434.21 |
| 00388464 | 10/28/16 | SIERRA SCHOOL EQUIPMEN | EQUIPMENT - NEW | 0102397406 | 4410 | EQUIPMENT - NEW | 3,778.23 |
| CHECK TOTAL: | | | | | | | 3,778.23 |

SELECT Check ID's and Numbers: 76@ ; Check Dates: 102816

| Check # | Register | Payee Name | Description | Key | Object | Object Description | Check Amount |
|----------|----------|------------------------|-------------------------------|------------|--------|--|--------------|
| 00388465 | 10/28/16 | SimplexGrinnell | ALARM MONITORING | 0102477409 | 5560 | ALARM MONITORING | 190.00 |
| | | | ALARM MONITORING | 0108477409 | 5560 | ALARM MONITORING | 272.25 |
| | | | ALARM MONITORING | 0105477409 | 5560 | ALARM MONITORING | 178.09 |
| | | | ALARM MONITORING | 0105477409 | 5560 | ALARM MONITORING | 1,485.92 |
| | | | ALARM MONITORING | 0106477409 | 5560 | ALARM MONITORING | 482.25 |
| | | | ALARM MONITORING | 0107477409 | 5560 | ALARM MONITORING | 327.25 |
| | | | ALARM MONITORING | 0102477409 | 5560 | ALARM MONITORING | 186.00 |
| | | | | | | CHECK TOTAL: | 3,121.76 |
| 00388466 | 10/28/16 | Smardan Supply Co | PLUMBING REPAIRS | 0102477408 | 5662 | PLUMBING REPAIRS | 1,476.62 |
| | | | | | | CHECK TOTAL: | 1,476.62 |
| 00388467 | 10/28/16 | Southern Calif Gas Co. | UTILITIES - HEAT | 0107477409 | 5510 | UTILITIES - HEAT | 70.25 |
| | | | | | | CHECK TOTAL: | 70.25 |
| 00388468 | 10/28/16 | Verizon California | TELEPHONE SERVICE | 0102477409 | 5920 | TELEPHONE SERVICE | 3.60 |
| | | | | | | CHECK TOTAL: | 3.60 |
| 00388469 | 10/28/16 | Titan Track Protection | GENERAL SUPPLIES-NON INSTRUCT | 4205498510 | 4340 | GENERAL SUPPLIES-NON INS | 766.40 |
| | | | | | | CHECK TOTAL: | 766.40 |
| | | | | | | TOTAL FOR STOCK 76 Laguna Beach's check stock ID | 162,936.89 |
| | | | GRAND TOTAL | | | | 162,936.89 |

SELECT Check ID's and Numbers: 760 ; Check Dates: 103116

| Check # | Register | Payee Name | Description | Key | Object | Object Description | Check Amount |
|----------|----------|------------------------|--------------------------------|------------|--------|--------------------------|--------------|
| 00388470 | 10/31/16 | ACSA | DUES & MEMBERSHIPS | 0109397150 | 5310 | DUES & MEMBERSHIPS | 1,595.84 |
| | | | | | | CHECK TOTAL: | 1,595.84 |
| 00388471 | 10/31/16 | AMERICAN LOGISTICS COM | SEPTEMBER 2016 | 0104256700 | 5100 | SUBAGREEMENTS FOR SERVIC | 33,150.00 |
| | | | | | | CHECK TOTAL: | 33,150.00 |
| 00388472 | 10/31/16 | E-Complete LLC | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 33.87 |
| | | | | | | CHECK TOTAL: | 33.87 |
| 00388473 | 10/31/16 | Fisher Scientific | MATERIALS & SUPPLIES-INSTRUCT | 0105011012 | 4310 | MATERIALS & SUPPLIES-INS | 292.65 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0105011012 | 4310 | MATERIALS & SUPPLIES-INS | -200.00 |
| | | | | | | CHECK TOTAL: | 92.65 |
| 00388474 | 10/31/16 | Go Rent-A-Van | CHARTER BUS-ATHLETIC/FIELD TRP | 0105311075 | 5865 | CHARTER BUS-ATHLETIC/FIE | 280.78 |
| | | | | | | CHECK TOTAL: | 280.78 |
| 00388475 | 10/31/16 | HI-TECH Cabling Inc. | CONSULTANTS-COMPUTER SERVICES | 0113457175 | 5832 | CONSULTANTS-COMPUTER SER | 3,922.00 |
| | | | | | | CHECK TOTAL: | 3,922.00 |
| 00388476 | 10/31/16 | Home Depot | PLUMBING REPAIRS | 0102477408 | 5662 | PLUMBING REPAIRS | 37.81 |
| | | | PLUMBING REPAIRS | 0102477408 | 5662 | PLUMBING REPAIRS | 30.14 |
| | | | PLUMBING REPAIRS | 0102477408 | 5662 | PLUMBING REPAIRS | 108.15 |
| | | | PLUMBING REPAIRS | 0102477408 | 5662 | PLUMBING REPAIRS | 24.97 |
| | | | MAINTENANCE SUPPLIES | 0106477408 | 4362 | MAINTENANCE SUPPLIES | 892.75 |
| | | | MAINTENANCE SUPPLIES | 0106477408 | 4362 | MAINTENANCE SUPPLIES | 307.50 |
| | | | MAINTENANCE SUPPLIES | 0106477408 | 4362 | MAINTENANCE SUPPLIES | -105.85 |
| | | | MAINTENANCE SUPPLIES | 0108477408 | 4362 | MAINTENANCE SUPPLIES | 479.57 |
| | | | PLUMBING REPAIRS | 0102477408 | 5662 | PLUMBING REPAIRS | 104.73 |
| | | | | | | CHECK TOTAL: | 1,879.77 |
| 00388477 | 10/31/16 | Jim's Music Center Inc | MATERIALS & SUPPLIES-INSTRUCT | 0106011008 | 4310 | MATERIALS & SUPPLIES-INS | 75.00 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0106011008 | 4310 | MATERIALS & SUPPLIES-INS | 47.15 |
| | | | | | | CHECK TOTAL: | 122.15 |
| 00388478 | 10/31/16 | King, Nikol | TESTS/SCORING | 0105011012 | 4330 | TESTS/SCORING | 278.52 |
| | | | REFRESHMENTS - NOT FOOD SERV | 0105095060 | 4325 | REFRESHMENTS - NOT FOOD | 102.59 |
| | | | | | | CHECK TOTAL: | 381.11 |
| 00388479 | 10/31/16 | KRUGER TEAM SPORT | MISC OUTSIDE VENDOR | 0106015040 | 5860 | MISC OUTSIDE VENDOR | 977.40 |
| | | | | | | CHECK TOTAL: | 977.40 |
| 00388480 | 10/31/16 | Maintex | OTHER CUSTODIAL SUPPLIES | 0107477409 | 4361 | OTHER CUSTODIAL SUPPLIES | 152.98 |
| | | | | | | CHECK TOTAL: | 152.98 |

SELECT Check ID's and Numbers: 763 ; Check Dates: 103116

| Check # | Register | Payee Name | Description | Key | Object | Object Description | Check Amount |
|----------|----------|------------------------|--------------------------------|------------|--------|---------------------------|--------------|
| 00388481 | 10/31/16 | MEYERS, KATHLEEN | MATERIALS & SUPPLIES-INSTRUCT | 0102014105 | 4310 | MATERIALS & SUPPLIES-INS | 143.71 |
| | | | | | | CHECK TOTAL: | 143.71 |
| 00388482 | 10/31/16 | Nguyen, Kevin | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 154.82 |
| | | | | | | CHECK TOTAL: | 154.82 |
| 00388483 | 10/31/16 | NICK RAIL MUSIC | MATERIALS & SUPPLIES-INSTRUCT | 0105011012 | 4310 | MATERIALS & SUPPLIES-INS | 270.09 |
| | | | | | | CHECK TOTAL: | 270.09 |
| 00388484 | 10/31/16 | OCDE | TRAVEL & CONFERENCE | 0109397150 | 5220 | TRAVEL & CONFERENCE | 175.00 |
| | | | | | | CHECK TOTAL: | 175.00 |
| 00388485 | 10/31/16 | PTI Solutions | CONSULTANTS-COMPUTER SERVICES | 0113457175 | 5832 | CONSULTANTS-COMPUTER SER | 455.00 |
| | | | | | | CHECK TOTAL: | 455.00 |
| 00388486 | 10/31/16 | SADLER, ANNE | GENERAL SUPPLIES-NON INSTRUCT | 0106091008 | 4340 | GENERAL SUPPLIES-NON INS | 32.39 |
| | | | | | | CHECK TOTAL: | 32.39 |
| 00388487 | 10/31/16 | Sandra Johnson | MATERIALS & SUPPLIES-INSTRUCT | 0105015040 | 4310 | MATERIALS & SUPPLIES-INS | 75.98 |
| | | | | | | CHECK TOTAL: | 75.98 |
| 00388488 | 10/31/16 | Toner Campus Inc | PRINTERS <\$250 & INK/SUPPLIES | 0108011005 | 4322 | PRINTERS <\$250 & INK/SUP | 1,656.00 |
| | | | | | | CHECK TOTAL: | 1,656.00 |
| 00388489 | 10/31/16 | TOTAL RECALL CAPTIONIN | MISC OUTSIDE VENDOR | 0104622510 | 5860 | MISC OUTSIDE VENDOR | 4,125.00 |
| | | | | | | CHECK TOTAL: | 4,125.00 |
| 00388490 | 10/31/16 | Valorie Quigley | MATERIALS & SUPPLIES-INSTRUCT | 0105015040 | 4310 | MATERIALS & SUPPLIES-INS | 31.39 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0105011012 | 4310 | MATERIALS & SUPPLIES-INS | 87.90 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0105015040 | 4310 | MATERIALS & SUPPLIES-INS | 78.69 |
| | | | MATERIALS & SUPPLIES-INSTRUCT | 0105011012 | 4310 | MATERIALS & SUPPLIES-INS | 74.00 |
| | | | | | | CHECK TOTAL: | 271.98 |
| 00388491 | 10/31/16 | Ward's Natural Science | MATERIALS & SUPPLIES-INSTRUCT | 0105011012 | 4310 | MATERIALS & SUPPLIES-INS | 320.67 |
| | | | | | | CHECK TOTAL: | 320.67 |
| 00388492 | 10/31/16 | William V MacGill & Co | GENERAL SUPPLIES-NON INSTRUCT | 0105172850 | 4340 | GENERAL SUPPLIES-NON INS | 228.85 |
| | | | | | | CHECK TOTAL: | 228.85 |
| 00388493 | 10/31/16 | | OCTOBER 2016 | 0104632900 | 5878 | PARENT REIMBURSEMENT (LE | 1,802.50 |
| | | | | | | CHECK TOTAL: | 1,802.50 |
| 00388494 | 10/31/16 | Pearson | MATERIALS & SUPPLIES-INSTRUCT | 1119014680 | 4310 | MATERIALS & SUPPLIES-INS | 1,352.55 |
| | | | | | | CHECK TOTAL: | 1,352.55 |

LAGUNA BEACH USD 10/31/16 Commercial Check Register Page 3
MON, OCT 31, 2016, 8:02 AM --req: ADMIN-----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

SELECT Check ID's and Numbers: 768 ; Check Dates: 103116

| <u>Check #</u> | <u>Register</u> | <u>Payee Name</u> | <u>Description</u> | <u>Key</u> | <u>Object</u> | <u>Object Description</u> | <u>Check Amount</u> |
|--|-----------------|-------------------|--------------------|------------|---------------|---------------------------|---------------------|
| TOTAL FOR STOCK 76 Laguna Beach's check stock ID | | | | | | | 53,653.09 |
| GRAND TOTAL | | | | | | | 53,653.09 |

SELECT Check ID's and Numbers: 768 ; Check Dates: 110116

| Check # | Register | Payee Name | Description | Key | Object | Object Description | Check Amount |
|----------|----------|------------------------|---------------------------|------------|--------|--|--------------|
| 00388495 | 11/01/16 | Blue Ice Air and Heati | HVAC | 0102477408 | 5660 | HVAC | 7,209.00 |
| | | | | | | CHECK TOTAL: | 7,209.00 |
| 00388496 | 11/01/16 | BrightView Landscape S | LANDSCAPE/IRRIGATION | 0105477408 | 5680 | LANDSCAPE/IRRIGATION | 5,297.00 |
| | | | LANDSCAPE/IRRIGATION | 0108477409 | 5680 | LANDSCAPE/IRRIGATION | 348.00 |
| | | | LANDSCAPE/IRRIGATION | 0106477409 | 5680 | LANDSCAPE/IRRIGATION | 688.86 |
| | | | LANDSCAPE/IRRIGATION | 0107477409 | 5680 | LANDSCAPE/IRRIGATION | 412.28 |
| | | | LANDSCAPE/IRRIGATION | 0105477408 | 5680 | LANDSCAPE/IRRIGATION | 656.83 |
| | | | LANDSCAPE/IRRIGATION | 0107477409 | 5680 | LANDSCAPE/IRRIGATION | 775.03 |
| | | | LANDSCAPE/IRRIGATION | 0105477408 | 5680 | LANDSCAPE/IRRIGATION | 2,536.29 |
| | | | LANDSCAPE/IRRIGATION | 0107477409 | 5680 | LANDSCAPE/IRRIGATION | 4,100.00 |
| | | | LANDSCAPE/IRRIGATION | 0106477409 | 5680 | LANDSCAPE/IRRIGATION | 3,000.00 |
| | | | LANDSCAPE/IRRIGATION | 0105477409 | 5680 | LANDSCAPE/IRRIGATION | 3,950.00 |
| | | | LANDSCAPE/IRRIGATION | 0105477408 | 5680 | LANDSCAPE/IRRIGATION | 1,495.00 |
| | | | LANDSCAPE/IRRIGATION | 0108477409 | 5680 | LANDSCAPE/IRRIGATION | 3,500.00 |
| | | | LANDSCAPE/IRRIGATION | 0102477409 | 5680 | LANDSCAPE/IRRIGATION | 600.00 |
| | | | | | | CHECK TOTAL: | 27,359.29 |
| 00388497 | 11/01/16 | Carey Sign Corporation | SITE IMPROVEMENT | 4205498510 | 6110 | SITE IMPROVEMENT | 7,535.00 |
| | | | | | | CHECK TOTAL: | 7,535.00 |
| 00388498 | 11/01/16 | DC ARCHITECTS | ARCHITECTURAL DESIGN FEES | 4207498068 | 6220 | ARCHITECTURAL DESIGN FEE | 889.00 |
| | | | | | | CHECK TOTAL: | 889.00 |
| 00388499 | 11/01/16 | Leighton Consulting In | SITE IMPROVEMENT | 4207498068 | 6110 | SITE IMPROVEMENT | 1,051.50 |
| | | | | | | CHECK TOTAL: | 1,051.50 |
| | | | | | | TOTAL FOR STOCK 76 Laguna Beach's check stock ID | 44,043.79 |
| | | | GRAND TOTAL | | | | 44,043.79 |

SELECT Check ID's and Numbers: 762 ; Check Dates: 110316

| Check # | Register | Payee Name | Description | Key | Object | Object Description | Check Amount |
|----------|----------|------------------------|--------------------------------|------------|--------|--------------------------|--------------|
| 00388500 | 11/03/16 | | OCTOBER 2016 | 0104602150 | 5877 | PRESCHOOL TUITION | 625.00 |
| | | | | | | CHECK TOTAL: | 625.00 |
| 00388501 | 11/03/16 | Blue Shield of Califor | HEALTH & WELFARE, CERTIFICATED | 0102017400 | 3401 | HEALTH & WELFARE, CERTIF | 189,038.64 |
| | | | HEALTH & WELFARE,CLASSIFIED | 0102397400 | 3402 | HEALTH & WELFARE,CLASSIF | 93,108.59 |
| | | | | | | CHECK TOTAL: | 282,147.23 |
| 00388502 | 11/03/16 | CALCP/CAROCF Fall Conf | 11/16-11/18 CTE CONF | 0105114695 | 5220 | TRAVEL & CONFERENCE | 1,185.00 |
| | | | | | | CHECK TOTAL: | 1,185.00 |
| 00388503 | 11/03/16 | Cox Communications | OCTOBER 2016 | 0113457175 | 5940 | INTERNET CONNECTIVITY | 1,487.77 |
| | | | | | | CHECK TOTAL: | 1,487.77 |
| 00388504 | 11/03/16 | Durham School Services | SEPTEMBER 2016 | 0107015600 | 5855 | CHARTER BUS-HOME TO SCHO | 409.34 |
| | | | 9/28- RANCH MV | 0106015040 | 5865 | CHARTER BUS-ATHLETIC/FIE | 252.97 |
| | | | SEPTEMBER 2016 | 0104256700 | 5855 | CHARTER BUS-HOME TO SCHO | 8,235.77 |
| | | | SEPTEMBER 2016 | 0108011005 | 5855 | CHARTER BUS-HOME TO SCHO | 184.23 |
| | | | SEPTEMBER 2016 | 0108015600 | 5855 | CHARTER BUS-HOME TO SCHO | 179.48 |
| | | | SEPTEMBER 2016 | 0106011008 | 5855 | CHARTER BUS-HOME TO SCHO | 569.00 |
| | | | SEPTEMBER 2016 | 0106015600 | 5855 | CHARTER BUS-HOME TO SCHO | 568.99 |
| | | | SEPTEMBER 2016 | 0104256700 | 5100 | SUBAGREEMENTS FOR SERVIC | 16,629.55 |
| | | | | | | CHECK TOTAL: | 27,029.33 |
| 00388505 | 11/03/16 | Frontier California In | TELEPHONE SERVICE | 0102477409 | 5920 | TELEPHONE SERVICE | 288.49 |
| | | | | | | CHECK TOTAL: | 288.49 |
| 00388506 | 11/03/16 | Ganahl Lumber | MAINTENANCE SUPPLIES | 0105477408 | 4362 | MAINTENANCE SUPPLIES | 7.55 |
| | | | MAINTENANCE SUPPLIES | 0105477408 | 4362 | MAINTENANCE SUPPLIES | 448.58 |
| | | | | | | CHECK TOTAL: | 456.13 |
| 00388507 | 11/03/16 | Kris Hammerquist | MATERIALS & SUPPLIES-INSTRUCT | 0108116100 | 4310 | MATERIALS & SUPPLIES-INS | 291.98 |
| | | | | | | CHECK TOTAL: | 291.98 |
| 00388508 | 11/03/16 | Maintex | OTHER CUSTODIAL SUPPLIES | 0108477409 | 4361 | OTHER CUSTODIAL SUPPLIES | 1,613.90 |
| | | | | | | CHECK TOTAL: | 1,613.90 |
| 00388509 | 11/03/16 | Southern Calif Gas Co. | UTILITIES - HEAT | 0106477409 | 5510 | UTILITIES - HEAT | 171.54 |
| | | | | | | CHECK TOTAL: | 171.54 |
| 00388510 | 11/03/16 | U.S. Bank National Ass | MATERIALS & SUPPLIES-INSTRUCT | 0102017400 | 4310 | MATERIALS & SUPPLIES-INS | 15,095.78 |
| | | | | | | CHECK TOTAL: | 15,095.78 |
| 00388511 | 11/03/16 | UNIVERSAL AWARDS PROGR | MATERIALS & SUPPLIES-INSTRUCT | 0108011005 | 4310 | MATERIALS & SUPPLIES-INS | 184.88 |
| | | | | | | CHECK TOTAL: | 184.88 |

LAGUNA BEACH USD 11/03/16 Commercial Check Register Page 2
THU, NOV 03, 2016, 8:26 AM --req: ADMIN-----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

SELECT Check ID's and Numbers: 76@ ; Check Dates: 110316

| <u>Check #</u> | <u>Register</u> | <u>Payee Name</u> | <u>Description</u> | <u>Key</u> | <u>Object</u> | <u>Object Description</u> | <u>Check Amount</u> |
|----------------|-----------------|---------------------|--------------------|------------|---------------|--|---------------------|
| 00388512 | 11/03/16 | Verizon Wireless LA | OCTOBER 2016 | 0113457175 | 5930 | MOBILE COMMUNICATIONS | 2,809.33 |
| | | | | | | CHECK TOTAL: | 2,809.33 |
| | | | | | | TOTAL FOR STOCK 76 Laguna Beach's check stock ID | 333,386.36 |
| | | | GRAND TOTAL | | | | 333,386.36 |

Laguna Beach Unified School District

8.j. CONSENT/ACTION

November 15, 2016

**Approval: Ratification of Certificated Payroll 4A in the Amount of \$2,195,668.59
Ratification of Classified Payroll 4B in the Amount of \$717,209.04**

Proposal

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

1. Certificated Payroll 4A in the amount of \$2,195,668.59; and,
2. Classified Payroll 4B in the amount of \$717,209.04 for the month of October 2016 totaling \$2,912,877.63.

Background

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

Recommended Action

Staff recommends the Board of Education approve:

1. Certificated Payroll 4A in the amount of \$2,195,668.59; and,
2. Classified Payroll 4B in the amount of \$717,209.04 for the month of October 2016 totaling \$2,912,877.63.

Laguna Beach Unified School District

8.k. CONSENT/ACTION

November 15, 2016

Approval: Educational Affiliation Agreement for Student Fieldwork Experience with California State University, Long Beach from November 15, 2016 through November 15, 2019

Proposal

Staff proposes that the Board of Education approve an Educational Affiliation Agreement for Student Fieldwork Experience with California State University, Long Beach from November 15, 2016 through November 15, 2019.

Background

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

Budget Impact

There is no financial impact to the District.

Recommended Action

Staff recommends the Board of Education approve an Educational Affiliation Agreement for Student Fieldwork Experience with California State University, Long Beach from November 15, 2016 through November 15, 2019.



EDUCATIONAL AFFILIATION AGREEMENT

This agreement ("Agreement") is between the Trustees of the California State University (CSU) on behalf of California State University Long Beach ("University") and Laguna Beach Unified School District ("District").

University offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. For this Agreement, the District shall provide practical experience pursuant to the terms of this agreement and serve as a learning site offering facilities, resources and supervision to students. In consideration the mutual promises and conditions set forth below, the University and the District ("Party or Parties") agree as follows:

I. EDUCATIONAL PROGRAMS – The following University educational programs are included in this Agreement and are governed by the corresponding Exhibit(s), incorporated as if fully stated herein:

Check all that apply:

- ☐ Exhibit A – Early Fieldwork, consisting of one (1) page
- ☒ Exhibit B – Basic Credential Programs, consisting of five (5) pages
- ☐ Exhibit C – Educational Administration, consisting of three (3) pages
- ☒ Exhibit D – School Counseling, consisting of three (3) pages
- ☒ Exhibit E – School Psychology, consisting of four (4) pages
- ☐ Exhibit L – Library Services Credential, consisting of two (2) pages

II. GENERAL PROVISIONS

- A. Term of Agreement** - The term of this Agreement shall be operative from date of full execution until November 15, 2019. Either Party may terminate this agreement upon thirty (30) days written notice. If either Party sends a Notice of Termination prior to the completion of an academic semester, all students performing services under this Agreement shall be allowed to continue their placement until the end of that academic semester.
- B. Relationship of Parties** – District (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University. Nothing in this Agreement shall be construed to constitute a partnership, joint venture or any other relationship other than that of independent contractors.
- C. Indemnification** - University shall be responsible for damages caused by the negligence of its directors, officers, agents and employees, as defined by law, and agrees to indemnify and hold harmless District (including its officers, agents and employees) from any and all liability arising out of the negligent acts, omissions or willful misconduct of University directors, officers, agents or employees in the performance of this Agreement.
- District shall be responsible for damages caused by the negligence of its directors, officers, agents and employees, and agrees to indemnify and hold harmless CSU and University (including its officers, agents and employees) from any and all liability arising out of the negligent acts, omissions or willful misconduct of District's directors, officers, agents or employees in the performance of this Agreement.
- D. Insurance**- Each Party to this agreement shall maintain General Liability Insurance (or a program of self-insurance), comprehensive or commercial form, with minimum limits of \$1,000,000 for each occurrence and \$3,000,000 general aggregate, and workers compensation coverage as required by law. Students shall maintain general and professional liability, as well as educator's errors & omissions coverage, through the Student Professional Liability Insurance (SPLIP) program, in the amount of \$2,000,000 each occurrence and \$4,000,000 general aggregate.
- E. Confidential Student Information**- Student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither Party shall release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.
- F. Finger-Printing**- If District determines that the services provided by University's students involve more than limited contact with District's students, University students shall be finger-printed as required by the District before services commence pursuant to California Education Code §45125.1.
- G. Services Responsibility**- District retains professional and administrative responsibility for services rendered at the District.
- H. Tuberculosis Testing**- If District determines that the services provided by University students involve more than limited contact with District's students, University students shall provide District the results of a recent tuberculosis test.

- I. Student Safety and Personal Risk-** The District shall inform the participating student of any potential health or safety risks associated with their field placement.
- J. Governing Law** – This agreement shall be construed in accordance with and governed by the laws of the State of California, except where superseded by federal law. All actions or proceedings arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the state courts of the County of Los Angeles, State of California.
- K. Assignments** - This Agreement is not assignable in whole or in part.
- L. Renewal** - This agreement may be renewed by mutual written consent of authorized representatives of the parties. Nothing herein guarantees any such renewal(s).
- M. Endorsement** - Nothing contained in this Agreement shall be construed as conferring on any Party hereto any right to use the other Party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by University its officers or employees.
- N. Fair Labor Standards Act and Displacement of Organization Employees** – It is not the intention of this Agreement for students to perform services that would displace or replace regular employees of the District.
- O. Nondiscrimination** - During the performance of this Agreement, the Parties may not deny placement under this Agreement to any student on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor may they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. The parties will insure that the evaluation and treatment of students are free of such discrimination.
- P. Survival** - Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.
- Q. Severability** - If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.
- R. Authority** - Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.
- S. Entire Agreement** - This document contains the entire agreement and understanding of the Parties, and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. No amendment, alternation or variation of the terms of the Agreement shall be valid unless made in writing and signed by the Parties hereto.

UNIVERSITY:

California State University, Long Beach
1250 Bellflower Blvd., BH-346
Long Beach, CA 90840-0123

DISTRICT:

LAGUNA BEACH
UNIFIED SCHOOL DISTRICT

Human Resources

550 Blumont Street

Laguna Beach, CA 92651

(949) 497-7700

Phone Number X5219

(949) 497-7710

Fax Number

Authorized Signature

Date

Name and Title

Authorized Signature

Date

Print Name and Title

CALIFORNIA STATE UNIVERSITY, LONG BEACH
DISTRICT AFFILIATION AGREEMENT
Exhibit B
BASIC CREDENTIAL PROGRAMS: STUDENT TEACHING

WHEREAS, the District is authorized to enter into agreements with the University, to provide single subject, multiple subject, and/or education specialist student teaching experience through practice teaching to students enrolled in teacher training curricula of the University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual cost to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the Master Teacher as compensation for and recognition of services performed for the student teacher in the supervisory teacher's charge;

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

The State University and the District are as follows:

California State University, Long Beach
1250 Bellflower Blvd, BH-345
Long Beach, CA 90840

LAGUNA BEACH
UNIFIED SCHOOL DISTRICT
Human Resources
550 Blumont Street
Laguna Beach, CA 92651

SPECIAL PROVISIONS

1. **Scope of Services:** The District shall provide to University students teaching experience through practice teaching in schools and classes of the District not to exceed the units of practice teaching set forth in these Special Provisions. Such practice teaching shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District as the District and the University through their duly authorized representatives may agree upon.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. **Rates:** Contingent upon the availability of funds each semester, the University may pay the District for the performance by the District for all services required to be performed under this agreement at the rates set forth below for each semester unit of practice teaching. The District shall be notified not less than 60 days prior to the semester if a change in the compensation rate is to be made due to the availability of funds.

If payment is made by the University, the RATE AND AMOUNT will be \$20.00 per semester unit the student is enrolled in for the practice teaching experience.

3. **Assignment:** An assignment of a student of the University to practice teaching in schools or classes of the District shall be at the discretion of the University. An assignment is typically for approximately eight (8) weeks or for approximately twenty (20) weeks, but the length of an assignment can vary depending on the program and student.

The assignment of a student of the University to practice teaching in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the University to practice teaching is terminated by the University for any reason, the District shall receive payment on account of such student except that if such assignment is terminated before the end of the eighth week of the term of the assignment, the District shall receive payment for an assignment for eight (8) weeks only. If a student is assigned by the University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

4. **Payment:** Contingent upon funds being available to University, and written notification of availability of funds to District, the District, within 45 days following the close of each semester or quarter of the University, shall submit an invoice and stipend report to the University for payment at the rate provided herein for all units of practice teaching provided by the District under and in accordance with this agreement during said semester or quarter. The Master Teacher Stipend Report shall be executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. A sample stipend report is attached.

The University will pay the amount of such invoice from monies made available for such purpose by or pursuant to the laws of the State. Notwithstanding any other provisions of this agreement, the University shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the Special Provisions.

5. **Termination:** The District may, for good cause, refuse to accept for practice teaching any student of the University assigned to practice teaching in the District, and upon request of the District, made for good cause, the University shall at any time terminate the assignment of any student of the University to practice teaching in the District. The University may, upon good cause, withdraw from practice teaching at any time any student of the University assigned to practice teaching in the District.

SCHOOL DISTRICT

By: _____

Title

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on _____, 20____.

"It was moved, seconded and carried that the attached contract with the Trustees of The California State University on behalf of California State University, Long Beach, whereby the University may assign students to the schools in the School District for practice teaching, be approved; and the _____ is hereby authorized to execute the same."

(District)

(County)

By _____
Clerk, Secretary (strike one) of the Governing Board of the School District

=====

BILLING PROCEDURES

After the agreement has been fully executed:

1. The University should be billed after the completion of each semester. The invoice must show actual number of semester units billed, and the number of student teacher semester (students per semester). **Direct invoices to program offices for Multiple Subject or Single Subject. It is imperative that the subject matter be included on the mailing address to avoid any delays in invoice processing.**

College of Education
1250 Bellflower Blvd.
Long Beach, CA 90840-2201

2. The required Master Teacher Stipend Report approved by an authorized official is to be sent with the invoice to the University Accounts Payable.
3. There is no direct transaction between the University and the Master Teachers. The contractual arrangement is between the University and the District.

CALIFORNIA STATE UNIVERSITY, LONG BEACH
DISTRICT AFFILIATION AGREEMENT
Exhibit D
SCHOOL COUNSELING PROGRAM

WHEREAS, FIELDWORK SITE is able to provide supervised field experience for candidates in the School Counseling Program in the Department of Advanced Studies in Education and Counseling at UNIVERSITY; and

WHEREAS, this experience is the culminating educational experience leading to the School Counseling credential and would further the professional training of such candidates; and

WHEREAS, FIELDWORK SITE believes the services to be provided by the candidates as part of their learning experience would be of benefit to FIELDWORK SITE; and

WHEREAS, it is to the mutual benefit of the parties hereto that candidates of the UNIVERSITY use the education facilities of the FIELDWORK SITE for their fieldwork;

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

RESPONSIBILITIES OF THE UNIVERSITY

1. The UNIVERSITY shall designate in writing a faculty member to coordinate with a designee of the FIELDWORK SITE.
2. The UNIVERSITY shall complete periodic evaluations of the candidate regarding his/her performance at the FIELDWORK SITE or, when site visit is precluded by excessive distance, as by arrangement between the UNIVERSITY faculty member and the FIELDWORK SITE supervisor.
3. The UNIVERSITY will assure that the candidate shall be eligible for fieldwork only after formal review and recommendation.
4. The UNIVERSITY will assure that acceptance of the candidate for fieldwork will be based on an application review and personal interview process by and on the approval of the UNIVERSITY and the FIELD PLACEMENT SITE.
5. The UNIVERSITY will assure that the candidate will participate in the fieldwork placement for the duration of the agreed upon semester(s).
6. The UNIVERSITY and the FIELDWORK SITE agree that selection and placement of candidates shall not discriminate against a candidate for reasons of race, sex, creed, color or age.
7. The University may, upon good cause, withdraw from fieldwork at any time any student of the UNIVERSITY assigned to fieldwork in the FIELDWORK SITE.

RESPONSIBILITIES OF THE CANDIDATE DURING FIELDWORK

1. If required for employment with the school district, the candidate will forward to the FIELDWORK SITE the Pupil Services School Counseling Credential or the Pupil Personnel Services School Counseling Internship Credential.
2. The candidate will conform to the administrative policies, standards and practices of the FIELDWORK SITE, and to the ethical and legal standards of the profession.

FINAL_REV 6_Combined Exhibits_CED_FINAL_5-3-12cgd_mao

3. The candidate shall identify himself/herself to the public as a candidate in the CSULB School Counseling Program.
4. The candidate will provide his/her own transportation to the FIELDWORK SITE.
5. The candidate will obtain prior written approval of the FIELDWORK SITE and the UNIVERSITY before publishing any materials relating to the fieldwork experience.
6. The candidate, in collaboration with the supervising school counselor at the FIELDWORK SITE and the UNIVERSITY faculty member, will set times, location and responsibilities of the fieldwork experience.
7. The candidate, in collaboration with the supervising school counselor at the FIELDWORK SITE and the UNIVERSITY faculty member, will plan activities in each area included in the School Counseling Program Standards.
8. The candidate will provide the supervising school counselor at the FIELDWORK SITE with a copy of the Program's articulated mission and expectations for the fieldwork experience.
9. The candidate, in collaboration with the supervising school counselor at the FIELDWORK SITE and the UNIVERSITY faculty member, will integrate course requirements in the fieldwork experience.
10. The candidate, in collaboration with the supervising school counselor at the FIELDWORK SITE and the UNIVERSITY faculty member, will schedule at least one day per week (or 20% of time) to pursue individual professional goals and development.
11. The candidate will obtain a written evaluation of performance from the FIELDWORK SITE supervising school counselor at least once each semester and will submit that written evaluation according to the schedule established by the UNIVERSITY faculty member. This written evaluation is required prior to posting a grade for the fieldwork course.
12. The candidate will notify the FIELDWORK SITE of illness, accident, or any other situation that does not allow the candidate to fulfill the prearranged program at the FIELDWORK SITE.
13. The candidate will inform the UNIVERSITY of any changes in the on-site schedule.
14. Candidates and faculty advisors are advised to conduct a thorough investigation of the potential FIELDWORK SITE to determine any unique or unusual personal safety issues that may be present.

RESPONSIBILITIES OF THE FIELDWORK SITE

1. The FIELDWORK SITE will provide opportunities for the candidate to develop a broad and diverse role, including development of professional competence in, for example, assessment, intervention, counseling, consultation, research, and in-service.
2. The FIELDWORK SITE will provide opportunities for the candidate to develop professional competencies with a broad range of programs and populations, including but not limited to: regular education, special education, bilingual education, age, disabilities, cultures, sexual orientation.
3. The FIELDWORK SITE will advise the UNIVERSITY of any personal safety issues, concerns, or requirements that are pertinent to the location or specific area in which the candidate will be assigned.
4. The FIELDWORK SITE will accept no more candidates from the UNIVERSITY than the FIELDWORK SITE staff, space, and program permit; and, except in pre-negotiated circumstances, any one supervising school counselor will provide concurrent supervision for no more than two candidates.

5. The FIELDWORK SITE will provide the candidate with a thorough orientation to the FIELDWORK SITE administrative policies, standards and practices and other field experience competencies as outlined by the UNIVERSITY.
6. The FIELDWORK SITE will assure that the candidate will be free to participate in university seminars regarding the fieldwork experience and will be able to spend at least one day (or 20% of time) each week to pursue individual professional goals and development.
7. The FIELDWORK SITE will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. After the first few months, the candidate may also work with other experienced school counselors for specific activities.
8. The FIELDWORK SITE will assure that the designated supervisor will serve as a model school counselor engaging in broad and diverse service delivery.
9. The FIELDWORK SITE agrees that the designation of a fieldwork supervisor is subject to the approval of the UNIVERSITY.
10. The FIELDWORK SITE supervisor will evaluate candidate competencies, oversee all candidate professional activities in the district, and provide guidance throughout the candidate's professional growth and development.
11. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete periodic evaluations of the candidate's performance with written reports of that evaluation near the end of each university semester.
12. The FIELDWORK SITE assures that the candidate will receive face-to-face supervision for a minimum of one hour per week, although more hours per week may be needed, especially at the beginning of the fieldwork experience.
13. The FIELDWORK SITE assures that the workload of the candidate will not exceed fifty (50) percent of what a credentialed school counselor would work; candidates may serve one or two schools with a total candidate-to-student ratio of no greater than approximately 1:1,000. Any deviation from this should be made by agreement between the FIELDWORK SITE supervisor or administrator and the UNIVERSITY supervisor.
14. The FIELDWORK SITE assures that the candidate will be treated by the district as part of the professional staff; provides salary and benefits as specified in the district contract or in the attached addendum; provides a supportive work environment, adequate work space (including privacy for meetings), appropriate supplies, counseling and test materials, and access to computer, internet, and e-mail; encourages participation in district, SELPA, or county committees; and provides release to attend professional development experiences or professional association meetings.
15. The FIELDWORK SITE may notify in writing to the UNIVERSITY the desire to terminate or cancel any candidate whose performance is unsatisfactory, whose personal characteristics prevent relationships within the FIELDWORK SITE, or whose health status is a detriment to his/her successful completion of the fieldwork experience. Prior to cancellation or termination, the FIELDWORK SITE and the UNIVERSITY will consult about the proposed action.

CALIFORNIA STATE UNIVERSITY, LONG BEACH
DISTRICT AFFILIATION AGREEMENT
Exhibit E
SCHOOL PSYCHOLOGY PROGRAM

WHEREAS, INTERNSHIP SITE is able to provide supervised field experience for graduate student interns in the School Psychology Program in the Department of Advanced Studies in Education and Counseling at UNIVERSITY and;

WHEREAS, this experience is the culminating educational experience leading to the School Psychology Credential and would further the professional training of such interns, and;

WHEREAS, INTERNSHIP SITE believes the services to be provided by the interns as part of their learning experience would be of benefit to INTERNSHIP SITE, and;

WHEREAS, it is to the mutual benefit of the parties hereto that interns of the UNIVERSITY use the education facilities of the INTERNSHIP SITE for their internship.

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

RESPONSIBILITIES OF THE UNIVERSITY

1. The UNIVERSITY shall designate in writing a faculty member to coordinate with a designee of the INTERNSHIP SITE.
2. The UNIVERSITY shall complete periodic evaluations of the intern regarding his/her performance at the INTERNSHIP SITE or, when site visit is precluded by excessive distance, as by arrangement between the UNIVERSITY faculty member and the INTERNSHIP SITE supervisor.
3. The UNIVERSITY will recommend the candidate for the School Psychology Internship Credential after a formal review of the candidate's qualifications.
4. The UNIVERSITY will assure that acceptance of student as an intern will be based on an application review and personal interview process by and on the approval of the UNIVERSITY and the FIELD PLACEMENT SITE.
5. The UNIVERSITY will assure that the intern will participate in the INTERNSHIP program for the duration of the academic or school year.
6. The UNIVERSITY and the INTERNSHIP SITE agree that selection and placement of interns shall not discriminate against a student for reasons of sex, race, color, religion, national origin, ethnic group, marital or parental status, ancestry, age, sexual orientation, or physical or mental disability or the perception of one or more of such characteristics.
7. The University may, upon good cause, withdraw from fieldwork at any time any student of the UNIVERSITY assigned to fieldwork in the INTERNSHIP SITE.

RESPONSIBILITIES OF THE INTERN

1. If required for employment **with** the school district, the intern will forward to the INTERNSHIP SITE the School Psychology Internship Credential (State of California) or the Pupil Personnel Services Credential (State of California).
2. The intern will conform to the administrative policies, standards and practices of the INTERNSHIP SITE, and to the ethical and legal standards of the profession.
3. The intern shall identify himself/herself to the public as a "School Psychology Intern."
4. The intern will provide his/her own transportation to the INTERNSHIP SITE.
5. The intern will obtain prior written approval of the INTERNSHIP SITE and the UNIVERSITY before publishing any materials relating to the internship experience.
6. The intern, in collaboration with the supervising school psychologist at the INTERNSHIP SITE and the UNIVERSITY faculty member, will set times, location and responsibilities pertaining to the internship experience.
7. The intern, in collaboration with the supervising school psychologist at the INTERNSHIP SITE and the UNIVERSITY faculty member, will plan activities in each area included in the NASP School Psychology Program Standards (i.e. the 8 standards within the NASP Blueprint III).
8. The intern will provide the supervising school psychologist at the INTERNSHIP SITE with a copy of the Program's articulated Visions and Outcomes as well as the recommended Continuum of Experiences (i.e. Blueprint for Best Practices III according to the National Association of School Psychologists)
9. The intern, in collaboration with the supervising school psychologist at the INTERNSHIP SITE and the UNIVERSITY faculty member, will integrate course requirements in the internship experience.
10. The intern, in collaboration with the supervising school psychologist at the INTERNSHIP SITE and the UNIVERSITY faculty member, will schedule at least one day per week (or 20% of time) to pursue individual professional goals and development.
11. The intern will obtain a written evaluation of performance from the INTERNSHIP SITE supervisor at least once each semester and will submit that written evaluation according to the schedule established by the UNIVERSITY faculty member. This written evaluation is required prior to posting a grade for the internship course.
12. The intern will notify INTERNSHIP SITE of illness, accident or any other situation, which does not allow the intern to meet the prearranged program at the INTERNSHIP SITE.
13. The intern will inform the UNIVERSITY of any changes in the on-site schedule.
14. Interns and faculty advisors are advised to conduct a thorough investigation of the potential INTERNSHIP SITE to determine any unique or unusual personal safety issues, which may be present.

RESPONSIBILITIES OF THE INTERNSHIP SITE

1. The INTERNSHIP SITE will provide opportunities for the intern to develop a broad and diverse role, including development of professional competence in, for example, assessment, intervention, counseling, consultation, and research.
2. The INTERNSHIP SITE will provide opportunities for the intern to develop professional competencies with a broad range of programs and populations, including but not limited to: general education, special education, bilingual education, age, disabilities, cultures, ethnicities, language proficiencies, and socioeconomic status.

3. The INTERNSHIP SITE will advise the UNIVERSITY of any personal safety issues, concerns or requirements that are pertinent to the location or specific area in which the student will be assigned.
4. The INTERNSHIP SITE will accept no more interns or graduate students from the UNIVERSITY than the INTERNSHIP SITE staff, space, and program permit; and except in pre-negotiated circumstances, any one supervisor will provide concurrent supervision for no more than two interns or students.
5. The INTERNSHIP SITE will provide the intern with a thorough orientation to the INTERNSHIP SITE administrative policies, standards and practices and other field experience competencies as outlined by the UNIVERSITY.
6. The INTERNSHIP SITE will assure that the intern will be free to participate in UNIVERSITY seminars regarding internship and will be able to spend at least one day (or 20% of time) each week to pursue individual professional goals and development.
7. The INTERNSHIP SITE will designate one school psychologist who has at least two years experience in school psychology to serve as the primary supervisor. After the first few months, the intern may also work with other experienced school psychologists for specific activities.
8. The INTERNSHIP SITE will assure that the designated supervisor will serve as a model school psychologist engaging in broad and diverse service delivery.
9. The INTERNSHIP SITE agrees that the designation of an intern supervisor is subject to the approval of the UNIVERSITY.
10. The INTERNSHIP SITE supervisor will evaluate intern competencies, oversee all intern professional activities in the district, and provide guidance throughout the intern's professional growth and development. All psychological or psychoeducational evaluation reports must be co-signed by the supervising credentialed school psychologist throughout the internship year.
11. The INTERNSHIP SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete periodic written evaluations of the intern's performance with written reports of that evaluation near the end of each university semester.
12. The INTERNSHIP SITE assures that the intern will receive face-to-face supervision for a minimum of two hours a week, although as many as four hours a week may be needed, especially at the beginning of the internship experience.
13. The INTERNSHIP SITE assures that the workload of the intern will not exceed seventy-five (75) percent of what a credentialed school psychologist would work; interns may serve one or two schools with a total intern/student ratio of no greater than approximately 1:1,000. It is presumed that all interns will maintain their assigned school placement(s) for the full academic school year. Any deviation from this should be made by cooperative agreement between the INTERNSHIP SITE supervisor or administrator and the UNIVERSITY supervisor.
14. The INTERNSHIP SITE assures that the intern will devote at least twenty (20) percent but not more than forty (40) percent of his or her time to psychoeducational evaluations and direct related services.
15. The INTERNSHIP SITE assures that the intern will be treated by the district as part of the professional staff; provides salary and benefits as specified in the district contract or in the attached addendum; provides a supportive work environment, adequate supplies, counseling and test materials, and access to computer, internet, and e-mail; encourages participation in district, SELPA, or county committees; and provides release to attend professional development experiences or professional association meetings.
16. The INTERNSHIP SITE may notify in writing to the UNIVERSITY, the desire to terminate or cancel any intern whose performance is unsatisfactory, whose personal characteristics prevent relationships within the INTERNSHIP SITE, or whose health status is a detriment to his/her successful completion of the internship.

Prior to cancellation or termination, the INTERNSHIP SITE and the UNIVERSITY will consult about the proposed action.

Laguna Beach Unified School District

8.1. CONSENT/ ACTION

November 15, 2016

Approval: Renew Bid Award to Tangram Interiors for Furniture and Equipment

Proposal

Staff proposes the Board of Education renew the award to Tangram Interiors for the purchase of furniture and equipment through March 25, 2017.

Background

The Board of Education approved the initial award of bid on March 24, 2015 to Tangram Interiors for the purchase of furniture and equipment. The bid award provides a manufacture discount of a range of 40% - 60% off current catalogue listed prices. Additionally this bid award allows a discount of 49.16% off future catalogue purchases.

Budget Impact

Purchases awarded within the bid are within the approved budget.

Recommended Action

Staff recommends the Board of Education approve the renewal of award to Tangram Interiors for the purchase of furniture and equipment.

Laguna Beach Unified School District

8.m. CONSENT/ACTION

November 15, 2016

Accept: 2015-2016 District Audit

Proposal

Staff proposes the Board of Education accept the 2015/2016 District Audit as presented by the District's independent audit firm, Vavrinek, Trine, Day & Company, LLP.

Background

Pursuant to Education Code 41020, not later than December 15, an audit report for the preceding fiscal year shall be filed with the County Superintendent of Schools of the county in which the school district is located, the State Department of Education, and the Controller. This audit was performed by the independent auditing firm of Vavrinek, Trine, Day & Company, LLP. A copy of the audit was given to the Board on Thursday, November 10, 2016.

Budget Impact

Acceptance of the annual audit has no impact upon the general budget.

Recommended Action

Staff recommends the Board of Education accept the 2015/2016 District Audit as presented by the District's independent audit firm, Vavrinek, Trine, Day & Company, LLP.

Laguna Beach Unified School District

8.n. CONSENT/ACTION

November 15, 2016

Approval: Revised Architectural Services Agreement with Ruhnau Ruhnau Clarke Architects for the Portable Classroom Replacements and Music Building Addition at Top of the World Elementary

Proposal

Staff proposes the Board of Education approve the revised architectural services agreement with Ruhnau Ruhnau Clarke Architects for the portable classroom replacements and music building addition at Top of the World.

Background

The Board approved an architectural services agreement with Ruhnau Ruhnau Clarke Architects for the portable classroom replacements and music building addition at Top of the World at the October 24, 2016 regular meeting. The agreement used for the approval was a typical architectural services agreement provided by legal counsel that covers the services from design development through construction closeout. However, since Ruhnau Ruhnau Clarke is taking over the project from a different architectural firm and will be using the construction documents that have been developed, staff is recommending using a customized agreement that includes provisions specific to taking over the project.

Budget Impact

The fiscal impact to the District is unchanged from the October 24, 2016 meeting, which is \$60,500.00 and will be paid from the Capital Facilities Fund (Fund 25).

Recommended Action

Staff recommends the Board of Education approve the revised architectural services agreement with Ruhnau Ruhnau Clarke Architects for the portable classroom replacements and music building addition at Top of the World.

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 16th day of November in the year 2016 by and between the LAGUNA BEACH UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," and RUHNAU RUHNAU CLARKE, 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 Sitework for Three Modular Buildings and Music Building Addition at Top of the World Elementary School, 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, certain Design and Construction Documents were prepared by SVA Architects (hereinafter "PRIOR ARCHITECT") and it has become necessary for the DISTRICT to enter into this AGREEMENT to replace the PRIOR ARCHITECT and complete the PROJECT; and

WHEREAS, ARCHITECT has already reviewed and evaluated all documents prepared by the PRIOR ARCHITECT in order to determine all remaining work necessary to complete the PROJECT and to determine the specific scope of work to be performed under this AGREEMENT;

WHEREAS, ARCHITECT has agreed to review all of the documents prepared by the PRIOR ARCHITECT for the PROJECT, perform services necessary to obtain DSA approval of the Construction Documents, assist in contractor selection and bidding services, construction administration services, close-out services, and perform other required services pursuant to this AGREEMENT; 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. In taking over the PROJECT from the PRIOR ARCHITECT, ARCHITECT agrees to accept full designation of all responsibilities set forth in Title 24 including, but not limited to, Section 4-316 as applicable to relinquishment by the PRIOR ARCHITECT prior to DSA approval of the design drawings and specifications.

4. ARCHITECT has fully reviewed all available documents and work prepared by the PRIOR ARCHITECT for the PROJECT.

5. 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.

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 attend regular PROJECT coordination meetings between the ARCHITECT, its consultants, the DISTRICT's representative(s), and other consultants of the DISTRICT during PROJECT development.
4. The ARCHITECT shall provide services in connection with the work of a Construction Manager or separate consultants retained by DISTRICT.
5. 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.
6. 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.
7. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings. In addition, the ARCHITECT shall attend and assist in legal proceedings that arise from the errors or omissions of the ARCHITECT.
8. 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.
9. The ARCHITECT shall comply with all federal, state, and local laws, rules, regulations and ordinances that are applicable to the PROJECT.
10. The ARCHITECT shall have access to the work at all times.
11. 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.

12. Construction Documents Phase (Final Plans)

a. To the extent not already performed or completed by the PRIOR ARCHITECT, the ARCHITECT shall perform all Construction Documents Phase services as set forth below. The ARCHITECT shall obtain written confirmation from the DISTRICT of any Construction Documents Phase services as set forth below already performed by the PRIOR ARCHITECT.

b. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in an acceptable Building Informational Modeling format, such as Autodesk® Revit® and AutoCAD® Civil 3D®) including, but not limited to, all drawings and specifications for the PROJECT setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable (on and off site) governmental and code requirements including, but not limited to, the requirements of the OPSC, DSA, the local fire marshal/department, the County Health Department and any other governmental agency having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done in a minimum of LOD 200, as well as the materials, workmanship, finishes, and equipment required for the completion of the PROJECT. All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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).

i. 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.

13. DSA Approval Phase

a. The ARCHITECT shall review all documents prepared by the PRIOR ARCHITECT for the PROJECT to determine if any additional documents, approvals or information are required to obtain DSA approval for the PROJECT including, but not limited to, any addenda, back-check comments, etc. The ARCHITECT shall provide all services and prepare and submit all addenda necessary or required to obtain DSA approval for the PROJECT and as requested or directed by the DISTRICT.

14. Bidding & Award Phase

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost and DSA approval, 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.

15. Construction Phase

a. Prior to the start of construction, the ARCHITECT shall certify that the following 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 require to be submitted to DSA unless DSA specifically requires such changes to be submitted to DSA in the form of a written CCD-Category B (Form DSA 141) inclusive of all supporting documentation and data. Changes that are not determined by the ARCHITECT and/or DSA to require documentation through an approved CCD-Category A or CCD-Category B shall be documented through an alternative CCD form or other document approved by the DISTRICT.

u. The ARCHITECT shall prepare and issue Immediate Change Directives ("ICD") to the Contractor when directed by the DISTRICT to complete the work that is necessary due to the Contractor's failure to complete the PROJECT in accordance with the DSA approved Construction Documents. The ARCHITECT shall provide the Project Inspector with a copy of the ICD and direct the Project Inspector to inspect the work as it is completed in accordance with the ICD.

v. All changes to the DSA approved Construction Documents, whether set forth in a CCD, ICD or any other document approved by the DISTRICT, shall be incorporated into change orders by the ARCHITECT for the DISTRICT's approval. Each change order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Contractor's Contract sum, if any; and (3) the extent of the adjustment in the Contractor's Contract Time, if any. The ARCHITECT shall prepare change orders, with supporting documentation and data, for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders.

w. 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.

16. 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 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, and not related to or arising from the ARCHITECT's failure to fully review the documents prepared by the PRIOR 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. 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;

f. Providing BIM documents that exceeds LOD 200; and

g. 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. 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.

3. 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.

4. 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.

ARTICLE V - COST OF CONSTRUCTION

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. If the DISTRICT chooses to proceed under Article V, Section 6(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:

| | |
|-------------------------|--|
| Construction Docs Phase | No more than 25% of the fixed Architect Fee, as set forth in Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion |
| DSA Approval Phase: | No more than 5% of the fixed Architect Fee, as set forth in 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 5% of the fixed Architect Fee, as set forth in Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion |

Construction Admin. Phase: No more than 60% of the fixed Architect Fee, as set forth in Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

Project Close-Out Phase: Balance of fixed 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. 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 Two Thousand Five Hundred Dollars (\$2,500.00) 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 licensed as a 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
Email: jdixon@lbUSD.org

ARCHITECT:

Ruhnau Ruhnau Clarke
3775 Tenth Street
Riverside, CA 92501
Attn: Roger Clarke
Telephone: (951) 684-4664
Email: rclarke@rrcarch.com

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.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:

Ruhnau Ruhnau Clarke

By: _____

Its: _____

DISTRICT:

Laguna Beach Unified School District

By: _____

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

Architect shall be paid a fixed fee of \$58,000 for all services set forth in this Agreement.

At the written request of the District, the Architect shall evaluate the feasibility of moving the buildings to the west side of the playfields. If it is determined that this is a more desirable location and the District approves in writing, the sitework will be redesigned and all Construction Documents will be revised for an additional fee of \$20,000.

Laguna Beach Unified School District

8.o. CONSENT/ACTION

November 15, 2016

Approval: Establishment of Annual Organizational Meeting

Proposal

As required by Education Code § 35143, staff proposes the Board of Education select the day and time to conduct its annual organizational meeting.

Background

The governing board of each school district is required by Education Code to hold an annual organizational meeting within a prescribed 15-day period. For 2016, this 15-day period is from December 2, through December 16, 2016. The Education Code further requires that this annual meeting time be selected at the regularly scheduled Board meeting held immediately prior to the first day of the 15-day period.

Action

The purpose of the annual organizational meeting is to elect one Board Member to the position of *President of the Board* and one Board Member to the position of *Clerk of the Board*. In addition, per Board Bylaw 9100, the Board shall appoint the *Secretary to the Board of Education*.

Following the election of the Board President and Board Clerk, and the appointment of the Secretary to the Board of Education, Board committee positions shall be filled and meeting dates for 2017 shall be set.

Budget Impact

None

Recommended Action

In accordance with Education Code Section §35143, staff recommends the Board of Education establish the day and time to hold its annual organizational meeting in conjunction with the regularly scheduled Governing Board meeting to be held December 13, 2016, at 6:00 P.M. in the District Office, 550 Blumont Street, Laguna Beach, California.

Laguna Beach Unified School District

9. INFORMATION

November 15, 2016

Report on Developer Fees

Background

Developer fees are required to be deposited in a separate capital facilities account or fund, which for school agencies is the Capital Facilities Fund (Fund 25), so that the collection and use of developer fees is accounted for separately from the rest of the agency's activities. Any interest earned on those funds must be credited to the same fund and must be used for the same purpose as the fees collected.

The reporting information specified in Government Code (G.C.) Section 66006 is as follows:

| | |
|--|---|
| A brief description of the type of fee in the fund: | Developer Fees are collected to offset the cost of housing potential students based on the additional square feet of livable housing. |
| The amount of the fee: | The new residential square footage from building construction or addition is assessed a fee of \$2.05 per square foot. Projects under 500 square feet are exempt. |
| The beginning and ending balance of the fund: | The July 1, 2015 fund balance was \$515,174. The June 30, 2016 fund balance was \$236,387. |
| The amount of the fees collected and the interest earned: | Developer fees were collected in the amount of \$189,463. Interest earnings were \$3,079. |
| An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees: | Elevator Replacement at the High School was \$200,441 (100% of project). Rental fee on temporary classrooms was \$7,032 (100% of rental). Architectural plans for new classrooms were \$154,532 (12% of project). Division of State Architect (DSA) closeouts were \$47,991 (1% of project). Demographic Study was \$3,850 (100% of project). |
| An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement: | Construction on new classrooms is scheduled to commence at Top of the World Elementary School in June 2017. Construction on new Classrooms is scheduled to commence at Thurston Middle School in June of 2019. |
| A description of each interfund transfer or loan made from the fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the fund will receive on the loan: | No interfund transfers were made in or out of this fund. |
| The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001: | No refunds were issued to pursuant to subdivision (e) of Section 66001 or any allocations pursuant to subdivision (f) of Section 66001. |

In addition, G.C. Section 66001(d) requires information be included in this report for the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, for any uncommitted or unexpended funds:

| | |
|---|--|
| Identify the purpose to which the fee is to be put: | The remaining \$236,387 is budgeted for temporary classroom rental/lease for \$7,032, architectural planning for \$111,201, and Classroom Construction of \$220,000. |
| Demonstrate a reasonable relationship between the fee and the purpose for which it is charged: | Current fees reflect insufficient proceeds for future planned project. Over the next three years this fund is projected to have available resources of \$842,233 and planned classrooms are expected to cost \$4,100,000. Therefore, fees will cover approximately 20% of the project costs. |
| Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements: | Special Reserves for Capital Outlay resources set aside from General Fund transfers will be used to meet the other 80% of the project. |
| Designate the approximate dates on which this funding is expected to be deposited into the appropriate account or fund: | Each fund will report their share of the project. |

The annual report containing all of the required elements discussed above must be made available to the public within 180 days of the close of the fiscal year, and then reviewed at the next regularly scheduled public Board meeting not less than 15 days afterward.

Budget Impact

This report of for information purposes only.

CAPITAL FACILITIES FUND (25)

Fund Summary

| | 2010-11 Actuals | 2011-12 Actuals | 2012-13 Actuals | 2013-14 Actuals | 2014-15 Actuals | 2015-16 Actual | 2016-17 Budget | 2017-18 Projection | 2018-19 Projection |
|--|--------------------|--------------------|--------------------|--------------------|--------------------|-------------------|-------------------|-----------------------|-----------------------|
| BEGINNING BALANCE | 596,529 | 579,444 | 432,581 | 443,556 | 446,757 | 515,174 | 236,387 | 0 | 202,000 |
| REVENUE | | | | | | | | | |
| 8660 Interest | 4,359 | 2,422 | 1,363 | 1,195 | 1,654 | 3,079 | 1,846 | 2,000 | 2,000 |
| 8662 Net Change in Value of Investment | -1,301 | 109 | -994 | 553 | (318) | - | - | - | - |
| 8681 Fees Mitigation/Developer | 174,857 | 157,324 | 166,932 | 148,667 | 160,159 | 189,463 | 200,000 | 200,000 | 200,000 |
| 8699 All Othe Local Revenue | 0 | 4,301 | - | - | - | - | - | - | - |
| TOTAL REVENUE | 177,915 | 164,156 | 167,301 | 150,416 | 161,495 | 192,541 | 201,846 | 202,000 | 202,000 |
| EXPENDITURES | | | | | | | | | |
| 4xxx Books and Supplies | 0 | 0 | - | - | - | - | - | - | - |
| 5xxx Contr Serv & Op Exp | 0 | 0 | - | 120,584 | 7,926 | 92,010 | 7,032 | - | - |
| 6xxx Sites, Buildings, Equipment | 194,999 | 311,019 | 156,327 | 26,630 | 85,151 | 379,319 | 431,201 | 0 | 400,000 |
| Total Non-Personnel Items | 194,999 | 311,019 | 156,327 | 147,215 | 93,077 | 471,329 | 438,233 | 0 | 400,000 |
| OTHER SOURCES/USES | | | | | | | | | |
| 7619 Transfers Out | - | - | - | - | - | - | - | - | - |
| TOTAL EXPENDITURES AND OTHER | 194,999 | 311,019 | 156,327 | 147,215 | 93,077 | 471,329 | 438,233 | 0 | 400,000 |
| NET INCREASE/(DECREASE) IN FUND | -17,084 | -146,863 | 10,974 | 3,201 | 68,418 | (278,788) | (236,387) | 202,000 | (198,000) |
| Total Ending Fund Balance | 579,444 | 432,581 | 443,556 | 446,757 | 515,174 | 236,387 | 0 | 202,000 | 4,000 |
| Projects | | | | | | | | | |
| El Morro Driveway for Access Road | 115,954 | 215,580 | | | | | | | |
| El Morro Playground, Field, Walkways | 17,146 | | | | | | | | |
| El Morro Window Replacement | 44,260 | | | | | | | | |
| Drinking Fountain at Thurston MS | 6,890 | | | | | | | | |
| Rubberized play surface at El Morro | | 74,372 | | | | | | | |
| Paving at access to Top of the World | 10,750 | 12,332 | | | | | | | |
| Power to Room 74 at LBHS | | 8,735 | | | | | | | |
| Cafeteria at Thrston MS | | | 107,415 | 4,260 | | | | | |
| Demo two retired classrooms | | | 6,500 | | | | | | |
| Temporary Classrooms at LBHS 90's | | | 42,412 | | | | | | |
| Elevator at LBHS | | | | | 82,846 | 200,441 | | | |
| Temporary Classrooms for Thurston MS | | | | 137,786 | 7,618 | 7,032 | 7,032 | | |
| Architect Plans for new Classrooms | | | | | 1,750 | 154,532 | 111,201 | | |
| DSA Project Fees | | | | 800 | 863 | 47,991 | | | |
| DSA Closeout - Architect | | | | | | 57,483 | | | |
| Demographics Study | | | | 4,369 | | | | | |
| Developer Fee Justification Study | | | | | | 3,850 | | | |
| New Classrooms Buildings at Top of the World | | | | | | - | 220,000 | - | |
| Permanent Classrooms for Thurston MS | | | | | | - | | | 400,000 |
| | 194,999 | 311,019 | 156,327 | 147,215 | 93,077 | 471,329 | 338,233 | - | 400,000 |

10. INFORMATION

November 15, 2016

College Readiness Block Grant

Proposal

As a condition of receiving funds, a school district shall develop a plan describing how the funds will increase or improve services for unduplicated pupils to ensure college and career readiness. Staff proposes that the College Readiness Block Grant be used to fund the following activities and programs aligned with the District LCAP, to increase college and career readiness for unduplicated students:

- Administer PSAT 8/9, Pre-ACT and PSAT/NMSQT to all students.
- Conduct scores-back sessions during the day for students and in the evening for parents/families.
- Utilize PSAT/Pre-ACT scores to determine students who could successfully participate in AP classes. Create a summer AP Bootcamp program to provide support for these students to enter AP courses.
- Conduct SAT/ACT test-prep session for target population
- Utilize RoadTrip Nation for “Define Your Road” assembly and follow up activities.
- Arrange college visits, college classroom experiences, and business exploration trips for target population.
- Investigate converting CORE Support classes to AVID classes and utilize AVID strategies across the campus
- Implement PIQE Parent Academy specifically inviting and encouraging families of targeted population, but extending to all.

Background

The College Readiness Block Grant is established for the purposes of providing California’s high school pupils, particularly unduplicated pupils, additional supports to increase the number who enroll at institutions of higher education and complete an undergraduate degree within four years. Block grant funds shall be used for activities that directly support pupil access and successful matriculation to institutions of higher education. Eligible activities may include, but are not limited to, the following:

- Providing teachers, administrators, and counselors with professional development opportunities to improve pupil A–G course completion rates, pupil college-going rates, and college readiness of pupils, including providing for the development of honors and Advanced Placement courses.
- Beginning or increasing counseling services to pupils and their families regarding college admission requirements and financial aid programs.
- Developing or purchasing materials that support college readiness, including materials that support high performance on assessments required for admittance to a postsecondary educational institution.
- Developing comprehensive advising plans to support pupil completion of A–G course requirements.
- Implementing collaborative partnerships between high schools and postsecondary educational institutions that support pupil transition to postsecondary education, including, but not limited to, strengthening existing partnerships with the University of California and the California State University to establish early academic outreach and college preparatory programs.
- Providing subsidies to unduplicated pupils to pay fees for taking advanced placement exams.

Budget Impact

There is no budget impact for this report.

Recommended Action

No action is required. This presentation is for information purposes only.

Laguna Beach Unified School District

11. INFORMATION

November 15, 2016

Board Policy – First Reading of Board Policy 6171, Title I Programs

Background

Title I, Part A, of the Elementary and Secondary Education Act, as amended (ESEA) provides financial assistance to local educational agencies (LEAs) and schools with high numbers or high percentages of children from low-income families to help ensure that all children meet challenging state academic standards. The Laguna Beach Unified School District qualifies to receive Federal Title I funding for El Morro Elementary School and Thurston Middle School. The Elementary and Secondary Education Act (ESEA) requires that school districts adopt a board policy regarding Title I programs.

Recommended Action

Staff recommends the Board of Education review and discuss Board Policy 6171, Title 1 Programs, and move forward for a second reading at the December 13 Board meeting.

Laguna Beach Unified School District**TITLE I PROGRAMS****BP 6171****Instruction**

In order to improve the academic achievement of students from economically disadvantaged families, the district shall use federal Title I funds to provide supplementary services that reinforce the core curriculum and assist students in attaining proficiency on state academic standards and assessments.

The Superintendent or designee shall provide technical assistance and support to any school participating in the Title I program, including consultation in the development and implementation of school plans and activities.

The district and each school receiving Title I funds shall develop a written parent involvement policy in accordance with 20 USC 6318.

Local Educational Agency Plan

The Superintendent or designee shall consult with teachers, principals, administrators, other appropriate school personnel, and parents/guardians of participating students in the development, periodic review, and, as necessary, the revision of a local educational agency (LEA) plan. The plan and any revisions shall be submitted to the Governing Board for approval.

The plan shall address the components specified in 20 USC 6312, which describe the assessments, strategies, and services the district will use to help low-achieving students meet challenging academic standards.

The initial plan shall be submitted to the California Department of Education (CDE) and approved by the State Board of Education. Subsequent revisions of the plan shall be kept on file in the district.

Comparability of Services

State and local funds used in schools receiving Title I funds shall provide services that, taken as a whole, are at least comparable to services in schools that are not receiving Title I funds or, if all district schools are receiving Title I funds, that are substantially comparable in each school. Comparability may be determined on a school-by-school basis or by grade span.

To demonstrate comparability of services among district schools:

1. The Board shall adopt and implement a districtwide salary schedule.
2. The ratio of students to teachers, administrators, and other staff at each Title I school shall not exceed 110 percent of the average ratio across non-Title I schools.
3. Salary expenditures at each Title I school shall be no less than 90 percent of the average salary expenditure across non-Title I schools.
4. All district schools shall be provided with the same level of base funding per student for curriculum and instructional materials.
5. The Superintendent or designee shall maintain records of the quantity and quality of instructional materials and equipment at each school.

In determining comparability, the district shall not include staff salary differentials for years of employment. The district also may exclude unpredictable changes in student enrollment or personnel assignments that occur after the beginning of the school year, state and local funds expended for language instruction educational programs, state and local funds expended for the excess costs of providing services to disabled students, and supplemental state or local funds expended in any school attendance area or school for programs that specifically meet the intent and purposes of Title I.

At the beginning of each school year, the Superintendent or designee shall measure comparability in accordance with the above criteria and maintain records documenting the district's compliance. If any instances of noncomparability are identified, the Superintendent or designee shall promptly implement adjustments as needed to ensure comparability.

Program Evaluation

The Board shall use state assessment results and other available measures or indicators to annually determine whether each participating school is making adequate yearly progress toward ensuring that all students meet the state's proficient level of achievement on state assessments.

Legal Reference:

EDUCATION CODE

11503 Parent involvement programs in Title I schools

52055.57 Districts identified or at risk of identification for program improvement

54420-54425 State Compensatory Education

64001 Single plan for student achievement, consolidated application programs

UNITED STATES CODE, TITLE 20

6301 Program purpose

6311-6322 Improving basic programs for disadvantaged students, including:

6312 Local educational agency plan

6313 Eligibility of schools and school attendance areas; funding allocation

6314 Title I schoolwide programs

6315 Targeted assistance schools

6316 School improvement

6318 Parent involvement

6320 Participation of private school students

6321 Comparability of services

7881 Participation of private school students

CODE OF FEDERAL REGULATIONS, TITLE 34

200.1-200.79 Improving basic programs for disadvantaged students

Date Policy Adopted by the Board:

Laguna Beach Unified School District

12. ACTION

November 15, 2016

Approval: Job Description: School Readiness Nurse

Proposal

Staff recommends the Board of Education approve the job description of School Readiness Nurse.

Background

The School Readiness Nurse position has existed since at least 2004. It is a grant-funded, part-time certificated position. Since the position was created, the assumed job duties were those under the general District Nurse job description. Since the current employee in the position is retiring, staff reviewed the specific duties required as part of the School Readiness grant and developed a new job description more reflective of the actual duties. The proposed job description reflects the duties and requirements of the position.

Budget Impact

There is no budget impact for this item.

Recommended Action

Staff recommends the Board of Education approve the job description of School Readiness Nurse.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT
Job Description: School Readiness Nurse

BASIC FUNCTION:

Under the direction of the Director of Special Education, the School Readiness Nurse will expand access to health care for families with children, prenatal through age five, served within district boundaries, including special populations such as teen mothers and homeless families with children, prenatal through age five, local early child care, education providers, and children transitioning to all elementary schools, including parochial and private schools.

ESSENTIAL DUTIES:

- Monitor, provide, and evaluate all screenings to include vision, hearing, dental, BMI, health and developmental, and make recommendations and monitor follow-up.
- Obtain and review health history; provide health counseling to parents and providers, as needed.
- Refer parents of children needing medical care or welfare assistance to appropriate private or community resources.
- Acts as consultant for providers and directors in developing methods and techniques related to health issues of students; identify and follow-up on health problems which may interfere with learning; collaborate with school staff, parents, and health care providers; assist in implementing school health care services and health education; direct referrals to community and school resources and provide direct follow up.
- Educate providers and the assigned staff on immunization laws and regulations, handling of emergency health needs, dispensing of medications to children, administration of specialized health care procedures.
- Consult with providers on the prevention and control of contagious diseases.
- Present and/or coordinate educational opportunities as requested for parents and providers on growth and development.
- Assists in identification of safety and health hazards on preschool sites within the District boundaries.
- Assist in identifying and referring children potentially eligible for special education services.
- Maintain health and developmental records and prepare monthly or annual reports as required by grant.
- Interpret State law; stays current of trends and provide general health information to providers, parents and District staff.
- Create and deliver health education opportunities for children.
- Monitors the Health Services budget.
- Participate in the MediCal billing process.

OTHER REPRESENTATIVE DUTIES:

- Identify child abuse and follow up as required by law.
- Participate in school readiness team meetings.
- Completes accident reports within district programs, as needed.
- Maintain professional competence through participation in in-service educator activities provided by the commission, county or District.
- Maintain District standards; fulfill responsibilities and duties in a timely and efficient manner; promote a professional image; maintain confidentiality; comply with all federal state, district and school regulations, policies and procedures; and accept supervision and direction.
- Utilize technology as a means for various types of communications and record keeping.
- Perform other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:

- Areas of prevention, early identification and treatment of health problems, diseases and disorders; and promoting lifelong health and practices in children 0-5 years and their families;
- Principles, goals, and objectives of a comprehensive health and welfare program; infant and early childhood development; methods, techniques, procedures, and strategies concerning the assessment and evaluation of early childhood health services and programs;
- Legal mandates, policies, regulations, and operational procedures pertaining to a comprehensive health and welfare program;
- Social service and youth service agencies within the local community and the greater metropolitan area;
- Modern trends pertaining to student health and welfare services and programs.

Ability to:

- Make independent, immediate decisions while remaining calm in an emergency situation;
- Demonstrate a professional attitude and respect for children and adults;
- Provide specialized resource support and technical skills to the School Readiness Program;
- Analyze and assess student health and welfare needs and offer recommendations pertaining to the revision, addition, or deletion of health and welfare service programs and activities;
- Assist in the coordination of and participate in the evaluation of student health and welfare service programs and activities;
- Communicate effectively in oral and written form and understand and carry out oral and written directions with minimal accountability controls;
- Establish and maintain effective organization, community, and public relationships;
- Perform essential functions of the job with or without reasonable accommodations.

MINIMUM QUALIFICATIONS:**Credential:**

Possession and Maintenance of a School Nurse Services Credential,
Possession and Maintenance of a valid Registered Nurse license by the State of California,
Certification in Audiometry and Audiology is required,
Possession and Maintenance of CPR and First Aide certification, and
Possession and Maintenance of a valid California Driver's License.

Education:

Bachelor's degree, including all courses needed to meet credential requirements. Major in nursing, public health or related field. Possession of a Public Health Certificate is desirable.

Experience:

Clinical nursing experience, successful public health nursing experience and/or pediatric nursing experience; Teaching experience desirable.

WORKING CONDITIONS:**Environment:**

- Indoor office, classroom, playground environment.
- Moderate to loud noise levels.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; use hands to finger, handle or feel objects, tools, or controls; reach with hands and arms; talk or hear; and taste or smell. The employee is occasionally required to sit and stoop, kneel, crouch, or crawl.

The employee must be able to lift and/or move up and in excess of 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Personal Qualities:

Appearance, grooming, and personality which established a desirable example for pupils. Ability to meet District standards for physical or mental health. Above average recommendations from supervisors or other professional who have observed the personal characteristics, scholastic attainment, and performance of the nurse, including the qualities listed below:

- Self-starter
- Ability to lead

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

Operation of Vehicles, Machinery, and Equipment Requirements:

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

Mental and Emotional Requirements:

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

Salary Range: Certificated Nurse Salary Schedule

13. ACTION

November 15, 2016

Approval: Independent Contractor Agreement with Jennifer McCluan in an Amount Not-to-Exceed \$10,500

Proposal

Staff proposes the Board of Education approve an Independent Contractor Agreement for consulting services by Jennifer McCluan, to advise and support our Next Generation Science Standards (NGSS) Implementation Team with middle school and high school pathways decisions.

Background

The LBUSD NGSS Implementation Team includes four to five teachers from each school site. The first team meeting was held on Tuesday, October 4, 2016 at the Ocean Institute. This was the first of several meetings to design how our teachers want to lead the NGSS implementation effort. After a visit to Pacific Trails Middle School in SDUHSD, and a presentation by Ms. McCluan regarding NGSS implementation, 5E Lesson Design, and Cross-Cutting Concepts, our middle school science staff requested that Ms. McCluan be contracted with to provide expert coaching and guidance to our NGSS Implementation Team. She will provide professional development on standards aligned courses in middle and high school and the design of those models for Laguna Beach Unified. She will assist with the design of professional development to implement to develop all science teachers' understanding of NGSS across our District.

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

Budget Impact

The projected cost for this training and coaching is \$1,500.00 per day, not-to-exceed \$10,500.00.

Recommended Action

Staff recommends the Board of Education approve the Independent Contractor Agreement for consulting services to be provided by Jennifer McCluan.

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Laguna Beach Unified School District, hereinafter referred to as "DISTRICT," and **Jennifer McCluan**, Address: _____, Phone: _____; hereinafter referred to as "CONTRACTOR."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Scope of Work. CONTRACTOR shall perform services for the DISTRICT in support of our NGSS Implementation. Contractor will attend our NGSS Implementation Team meetings to provide coaching on standards and aligned courses as well as assist with pathway decision making for middle and high school.
2. Term. CONTRACTOR shall commence providing services under this AGREEMENT upon Board approval and will diligently perform as required **until June 30, 2017**.
3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee **not to exceed \$10,500.00**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

_____,

4. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows:

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

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

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the five (5) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

12. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR without the prior written consent of District.

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

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

15. Employment With Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Affirmative Action Employment. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of sexual orientation, race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

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

19. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

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

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

**CONTRACTOR
Jennifer McCluan**

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

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

THIS AGREEMENT IS ENTERED INTO THIS ____ DAY OF _____, 2016.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT CONTRACTOR

By: _____

Signature

Jason Vilorio, Ed.D. _____

Typed Name

Superintendent _____

Title

By: _____

Signature

Typed Name

Title

Social Security or

Taxpayer Identification Number

Laguna Beach Unified School District

14. ACTION

November 15, 2016

Approval: Resolution No. 16-17: Establish Interfund Transfer of \$500,000 from the Special Reserve Fund for the Aliso Property Reserve to the General Fund for 2016-2017

Proposal

Staff recommends the Board of Education approve Resolution No. 16-17: Establish Interfund Transfers from the Reserve for Capital Outlay, Subfund 4041 Aliso Property Reserve to the General Fund (01) for 2016-2017.

Background

In 2012, the District authorized an amendment to the re-purchase agreement for the Aliso Property. During this time, the District set aside a reserve balance equivalent to the amount required to execute the re-purchase agreement if terms in the agreement permitted. This initial reserve of \$5.61 million was aligned to the principal amount of a HUD loan held on the property. As the HUD loan declines, the reserve level may be transferred to the General Fund. This is the first transfer from this fund since the initial deposit on January 10, 2013.

Budget Impact

The Interfund Transfer of \$500,000 is included in the 2016-2017 Budget.

Recommended Action

Staff recommends the Board of Education approve Resolution No.16-17: Establish Interfund Transfers from the Reserve for Capital Outlay, Subfund 4041 Aliso Property Reserve to the General Fund (01) for 2016-2017.

RESOLUTION NO. 16-17

RESOLUTION OF THE BOARD OF EDUCATION OF THE LAGUNA BEACH UNIFIED SCHOOL DISTRICT TO ESTABLISH INTERFUND TRANSFERS OF \$500,000 FROM THE SPECIAL RESERVE FUND FOR THE ALISO PROPERTY TO THE GENERAL FUND FOR 2016-2017

WHEREAS, the Governing Board intends to transfer reserves of \$500,000 committed for the Special Reserve for Capital Outlay, Subfund 4041 Aliso Property to the General Fund, as authorized by Education Code 42605; and,

WHEREAS, that the District has created the Special Reserve for Capital Outlay, Subfund 4041 Aliso Property; and,

WHEREAS, the Governing Board will reserve funds necessary to re-purchase the Aliso Property, if the loan on the property goes into default; and,

WHEREAS, the Governing Board has set a target level for the reserve to decline as the loan on the Aliso Property declines according to the principal and interest payment schedule; and,

NOW THEREFORE, BE IT RESOLVED that the Governing Board of the Laguna Beach Unified School District, authorizes a transfer of \$500,000 for fiscal year 2016-2017 from the Special Reserve for Capital Outlay Fund, Subfund 4041 Aliso Property to the General Fund (01).

PASSED AND ADOPTED by the Governing Board on November 15, 2016, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE

I, Jan Vickers, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESSED my hand this 15th day of November 2016.

Jan Vickers, Clerk of the Governing Board

Laguna Beach Unified School District

15. ACTION

November 15, 2016

Approval: Appointment of two Board representatives and one alternate representative to College and Career Advantage Board

Proposal

Staff proposes the Board of Education select and appoint two Board members and one alternate for the College and Career Advantage Board.

Background

Each year, two Board members and one alternate are appointed to serve as members of the College and Career Advantage Board.

Recommended Action

Staff recommends the Board of Education act to appoint and approve two Board members and one alternate for the College and Career Advantage Board.