



LAGUNA BEACH
UNIFIED SCHOOL DISTRICT

**Regular Meeting
of the
Board of Education**

AGENDA

October 23, 2017

ADMINISTRATION

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

BOARD OF EDUCATION

Jan Vickers, President
Dee Perry, Clerk
Ketta Brown, Member
Carol Normandin, Member
Peggy Wolff, Member

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

**LAGUNA BEACH UNIFIED SCHOOL DISTRICT
REGULAR MEETING**

550 Blumont
Laguna Beach, CA 92651

Monday, October 23, 2017

**5:30 p.m. Closed Session
6:00 p.m. Open Session**

AGENDA

RECORDING OF SCHOOL BOARD MEETINGS

Open Session School Board Meetings will be video recorded.

- 1. CALL TO ORDER**
- 2. ROLL CALL TO ESTABLISH QUORUM**
- 3. PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS**
- 4. ADJOURN TO CLOSED SESSION**
 - A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**
(Government Code §54957)
 - B. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION**
(Govt. Code § 54956.9(d)(1))
(Student DOE v. Laguna Beach Unified School District, OC Superior Court Case No. 30-2017-00917965-CU-WM-CJC)
- 5. CALL TO ORDER - OPEN SESSION**
- 6. PLEDGE OF ALLEGIANCE**
- 7. REPORT ON CLOSED SESSION ACTION**
- 8. ADOPTION OF AGENDA**
- 9. RECOGNITIONS**
 - a. None**
- 10. PUBLIC COMMENT (Non- Agenda Items)**

Opportunities for public input occur at each agenda item and at Public Comment.

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

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

11. REPORTS

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

12. CONSENT CALENDAR

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

- a. Approval of Minutes
 - i. October 6, 2017 Special Meeting
 - ii. October 10, 2017 Regular Meeting
- b. Approval/Ratification of Personnel Report
- c. Approval of Student Field Trip(s)
- d. Approval of Conference/Workshop Attendance
- e. Approval of Gifts - Checks Totaling \$2,500.00
- f. Approval of Agreements for Contracted Services – Special Education
- g. Approval of Agreements for Contracted Services – Technology
- h. Approval/Ratification of Warrants #391722 through #391882 in the amount of \$3884,504.85 Dates: 10/2/2017 through 10/13/2017
- i. Approval/Ratification of Certificated Payroll 3A in the Amount of \$2,383,226.14
Approval/Ratification of Classified Payroll 3B in the Amount of \$685,647.39
Approval/Ratification of Classified Payroll 3C in the Amount of \$3,420.00

INFORMATION ITEMS

13. TECHNOLOGY UPDATE

- **Jason Vilorio, Ed.D., Superintendent**
- **Mike Morrison, Chief Technology Officer**

Mr. Morrison will present an update on technology within the Laguna Beach Unified School District.

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

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

Mrs. Winston will present the first quarter summary report on the nature and resolution of all uniform complaints, as required by the Williams Litigation Settlement. The report will also be submitted to the Orange County Superintendent of Schools.

15. MONTHLY FINANCIAL UPDATE – SEPTEMBER 2017

– Jeff Dixon, Assistant Superintendent, Business Services

Mr. Dixon will present the Monthly Financial Update to the Board of Education.

ACTION ITEMS

16. APPROVAL OF BOARD POLICIES – FIRST READING

– Jason Vilorio, Ed.D., Superintendent

On October 6, 2017, the Board of Education held a special meeting to review and discuss Board policies as listed. Dr. Vilorio recommends a first reading by the Board of Education of the same Board policies. The Board may waive a second reading or require an additional reading if necessary. Board policies are brought forward for a first reading by the Board, as described in Board Bylaw 9310.

	Policy/Bylaw	Title	Comment
1.	1312.3	Uniform Complaint Procedures	Update current policy.
2.	3230	Federal Grant Fund	New Policy for LBUSD.
3.	3312	Contracts	New Policy for LBUSD.
4.	3513.3	Tobacco-Free Schools	Update current policy.
5.	3516	Emergency Plans	New Policy for LBUSD.
6.	3541.2	Transportation for Students with Disabilities	New Policy for LBUSD.
7.	3554	Other Food Sales	New Policy for LBUSD.
8.	4030	Nondiscrimination in Employment	Update current policy.
9.	4119.11/4219.11/4319.11	Sexual Harassment	Update current policy.
10.	5020	Parent Rights and Responsibilities	New Policy for LBUSD. Delete BP 5020: Hazing
11.	5113	Absences and Excuses	New Policy for LBUSD.
12.	5121	Grades/Evaluation of Student Achievement	New Policy for LBUSD. Delete BP 6011: Evaluation of Pupil Achievement and Appeal of Final Grades
13.	5131.1	Bus Conduct	New Policy to align with CSBA numbering system. Delete 5018: Bus Conduct

14.	5131.7	Weapons and Dangerous Instruments	New Policy for LBUSD.
15.	5131.9	Academic Honesty	New Policy to align with CSBA numbering system. Delete 5038: Academic Honesty
16.	5141.3	Health Examinations	New Policy to align with CSBA numbering system. Delete 5006: Health Examinations
17,	5145.2	Freedom of Speech	New Policy for LBUSD.
18.	5145.7	Sexual Harassment	New Policy for LBUSD.
19.	6143	Course of Study	New Policy for LBUSD.
20.	6159	Individuals with Exceptional Needs	New Policy to align with CSBA numbering system. Delete 6020: Individuals with Exceptional Needs
21.	6159.1	Procedural Safeguards and Complaints for Special Education	New Policy for LBUSD.
22.	6159.2	Nonpublic, Nonsectarian School and Agency Services for Special Education	New Policy for LBUSD.
23.	6159.3	Appointment of Surrogate Parent for Special Education Students	New Policy for LBUSD.
24.	6164.4	Identification and Evaluation of Individuals for Special Education	New Policy for LBUSD.
25.	6164.6	Identification and Education Under Section 504	New Policy for LBUSD.
26.	6179	Supplemental Instruction	New Policy for LBUSD.
27.	6200	Adult Education	New Policy for LBUSD.
28.	9323	Meeting Conduct	Update current policy.

17. APPROVAL OF CHANGE ORDER NUMBER 1 IN THE AMOUNT OF \$14,451.00 TO BEST CONTRACTING SERVICES FOR LBUSD ROOFING REPLACEMENTS AT VARIOUS SITES

– Jeff Dixon, Assistant Superintendent, Business Services

– Ryan Zajda, Director, Facilities

Approve Change Order No. 1 to Best Contracting Services, Inc. in the amount of \$14,451.00 for the Roofing Replacements at Various Sites project. The original contract amount awarded for the project was for \$317,713.00. The total of all change orders is \$14,451.00 or 4.5% of the project. The new total contract amount shall be \$332,164.20.

18. APPROVAL TO AUTHORIZE THE FILING OF A NOTICE OF COMPLETION FOR BEST CONTRACTING SERVICES FOR LBUSD ROOFING REPLACEMENTS AT VARIOUS SITES

– Jeff Dixon, Assistant Superintendent, Business Services

– Ryan Zajda, Director, Facilities

Accept the contract for Best Contracting Services, Inc. for the LBUSD Roofing Replacement at Various Sites project as complete and authorize the Assistant Superintendent of Business Services to file a Notice of Completion with the County of Orange Recorder's Office.

19. APPROVAL TO AWARD A CONTRACT FOR ARCHITECTURAL SERVICES TO RUHNAU CLARKE ARCHITECTS FOR LBHS STADIUM RESTROOM AND STORAGE BUILDING, LBHS MAIN OFFICE RENOVATION, LBHS MAIN QUAD MODERNIZATION, AND THE PREPARATION OF UPDATED SITE PLANS FOR DISTRICTWIDE SCHOOL SITES AT A COST NOT-TO-EXCEED \$138,000

– Jeff Dixon, Assistant Superintendent, Business Services

– Ryan Zajda, Director, Facilities

Authorize the Assistant Superintendent of Business Services to enter into a contract with Ruhnau Clarke Architects to provide architectural services for LBHS Stadium Restroom and Storage Building, LBHS Main Office Renovation, LBHS Main Quad Modernization, and the preparation of updated Site Plans for Districtwide School Sites.

20. APPROVAL TO RETAIN SOUTHWEST TESTING AND INSPECTION TO PERFORM GEOTECHNICAL SERVICES FOR THE LBHS STADIUM RESTROOM AND STORAGE BUILDING PROJECT

– Jeff Dixon, Assistant Superintendent, Business Services

– Ryan Zajda, Director, Facilities

Award a contract for Geotechnical Design Services for LBHS Stadium Restroom and Storage Building to Southwest Inspection & Testing, Inc. in the amount not-to-exceed \$20,521.50.

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

– Jan Vickers, President, Board of Education

22. ADJOURNMENT

– Jan Vickers, President, Board of Education

The next Regular Meeting of the Board of Education is **Tuesday, November 14, 2017, 6:00 PM**
at the Laguna Beach Unified School District Office Board Room
550 Blumont St., Laguna Beach, California

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

12.a.i. CONSENT/ACTION

October 23, 2017

Approval: Minutes – October 6, 2017

Board of Education Minutes of Special Meeting October 6, 2017

Call to Order

The meeting was called to order at 8:32 a.m.

Roll Call to Establish Quorum

Roll call to establish Quorum:

Members Present: Jan Vickers
Dee Perry – absent
Ketta Brown
Carol Normandin
Peggy Wolff

Staff Present: Jason Vilorio, Ed.D., Superintendent
Leisa Winston, Assistant Superintendent, Human Resources/Public
Communications
Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services
Jeff Dixon, Assistant Superintendent, Business Services
Victoria Webber, Executive Assistant

Pledge of Allegiance

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

Adoption of Agenda

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

Discussion: None

President Vickers called for the vote.

Motion carried 4-0-1. Members Vickers, Brown, Normandin, and Wolff voted yes to adopt the agenda. Member Perry was absent.

Public Comment (Items Not on the Agenda)

None.

Review and Discussion of Board Policies

The Board of Education, Cabinet members and Attorney Mark Bresee, of Atkinson, Andelson, Loya, Ruud & Romo, reviewed and discussed each of the following policies in preparation of bringing them forward to the Board for a first reading at the October 23 Board meeting.

Policy Number	Description	Notes
1312.3	Uniform Complaint Procedures	Update
3230	Federal Grant Fund	New
3312	Contracts	New
3513.3	Tobacco-Free Schools	Update – Replace in entirety
3516	Emergency Plans	New
3541.2	Transportation for Students with Disabilities	New
3554	Other Food Sales	New
4030	Nondiscrimination in Employment	Update – Replace in entirety
4119.11/4219.11/4319.11	Sexual Harassment	Update
5020	Parent Rights and Responsibilities	Delete BP 5020 Hazing
5113	Absences and Excuses	New
5121	Grades/Evaluation of Student Achievement	Delete BP 6011
5131.1	Bus Conduct	Delete BP 5018
5131.7	Weapons and Dangerous Instruments	New
5131.9	Academic Honesty	Delete BP 5038
5141.3	Health Examinations	Delete BP 5006
5145.2	Freedom of Speech	New
5145.7	Sexual Harassment	New
6143	Course of Study	New
6159	Individuals with Exceptional Needs	Delete BP 6020
6159.1	Procedural Safeguards and Complaints for Special Education	New

6159.2	Nonpublic, Nonsectarian School and Agency Services for Special Education	New
6159.3	Appointment of Surrogate Parent for Special Education Students	New
6164.4	Identification and Evaluation of Individuals for Special Education	New
6164.6	Identification and Education Under Section 504	New
6179	Supplemental Instruction	New
6200	Adult Education	New
9323	Meeting Conduct	Update

Sheri Morgan, a member of the public was present for a portion of the meeting.

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

Discussion: None

President Vickers called for the vote.

Motion carried 4-0-1. Members Vickers, Brown, Normandin, and Wolff, voted yes to adjourn.
Closed Session was adjourned at 10:12 a.m.

Dee Perry
Clerk of the Board
October 23, 2017

Laguna Beach Unified School District

12.a.ii. CONSENT/ACTION

October 23, 2017

Approval: Minutes – October 10, 2017

Board of Education Minutes of Regular Meeting October 10, 2017

Call to Order

The Regular Meeting of the Board of Education was called to order by President Vickers at 5:30 p.m., at the Central Offices for Laguna Beach Unified, 550 Blumont, Laguna Beach, California.

Roll Call to Establish Quorum

Quorum was established.

Members Present: Jan Vickers
Dee Perry
Ketta Brown
Carol Normandin
Peggy Wolff

Public Comment on Closed Session Items

None.

Adjourn to Closed Session

Member Brown moved adjournment to Closed Session. Member Normandin seconded. Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes. The following topics were discussed. Attorney Mark Bresee participated via conference call.

A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
(Government Code §54957)

B. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION
(Govt. Code § 54956.9(d)(1))
(*Student DOE v. Laguna Beach Unified School District*, OC Superior Court Case No. 30-2017-00917965-CU-WM-CJC)

Member Normandin moved to adjourn from Closed Session. Member Brown seconded. Motion carried 5-0. Members Vickers, Perry, Brown, Normandin and Wolff voted yes. Closed Session adjourned at 6:02 p.m.

Present at Board Meeting

Members Present: Jan Vickers
Ketta Brown
Carol Normandin
Dee Perry
Peggy Wolff

Employee Group
Representatives: No representative, LaBUFA
Elizabeth Phillips, Vice President, CSEA

Staff: Jason Vilorio, Ed.D., Superintendent
Leisa Winston, Assistant Superintendent, Human Resources/Public
Communications
Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services
Jeff Dixon, Assistant Superintendent, Business Services
Mike Morrison, Chief Technology Officer
Amy Kernan, Director, Assessment & Accountability
Irene White, Director, Special Education
Michael Keller, Ed.D., Director, Social Emotional Supports
Ryan Zajda, Director, Facilities
Anakaren Ureno, Public Relations Liaison
Chris Duddy, Principal, El Morro Elementary
Mike Conlon, Principal, Top of the World Elementary
Jenny Salberg, Principal, Thurston Middle School
Jason Allemann, Ed.D., Principal, Laguna Beach High School
Brian Kull, Teacher, Thurston Middle School
Brian Kull, Teacher, Thurston Middle School

Open Session

President Vickers called the meeting to order at 6:03 p.m.

Pledge of Allegiance

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

Report of Closed Session Action

President Vickers reported in closed session, by a vote of 5-0, the Board took action to accept the resignation of classified employee #7600002378 in lieu of termination.

Adoption of Agenda

Public Comment: None

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

Discussion:

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

Recognitions

None

Public Comment (Non- Agenda Items)

None

Study Session: Social Emotional Supports (SES) Program Overview and Update

Dr. Michael Keller presented an interactive presentation to the Board that included information on:

- Why Social Emotional Support
- Defining System of Supports
- Measuring Social-Emotional Support
- Linking Lessons to Standards

Board members made positive comments on the following:

- Focus on “all” students
- Student connectedness
- Sense of purpose for students

Student Board representative, Chloe Bryan believes it is very important to identify students to enable staff to get them help.

Reports

Student Representative(s) – Chloe Bryan

- Reported on
 - Athletic events and scores
 - Homecoming preparation and pep assembly Friday – theme is Romecoming!
 - PSAT and SAT testing
 - ASB’s work related to improving school culture and No Place for Hate

LaBUFA Representative – Unable to attend

CSEA Representative – Elizabeth Phillips, CSEA Vice President

- Regular business meeting Wednesday, October 11
- TOW Bonanza big hit
- Annual CSEA survey sent out
- Harvest of the month
- Boo Grams for CSEA scholarships

Board Members

Board members reported as follows:

Member Wolff

- No report

Member Normandin

- Community Coalition report out:
 - Fliers to be given to Board members in Weekly
 - Mission reviewed social marketing campaign
 - Volunteer opportunities at Mission Hospital
 - Mission Hospital events
 - Mindful workshop
 - Take back prescription drugs
 - Teen Health Fair
 - Red Ribbon Week
 - OC Health Care Agency; Gut Assets, Resiliency Skills

Member Brown

- No report

Clerk Perry

- No report

President Vickers

- PTA Council
 - Vibrant
 - In membership drive

Superintendent Vilorio

- Attended Mission Hospital strategic planning session
- District staff participated in school culture workshop with Phil Boyte similar to the one provided to school sites
- Attended Coffee Talk Welcome Tea
 - Was well attended
 - Principals and PTA support

Cabinet

Leisa Winston, Assistant Superintendent, Human Resources and Public Communications

- Introduced Anakaren Ureno, Public Relations Liaison
- Each site will host a presentation for teachers on Alternative Programs of Choice next week

Jeff Dixon, Assistant Superintendent, Business Services

- No report

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

- After school professional development is in process
- LaPAPA Plein Air event was held yesterday
- Shared information on NGSS implementation

CONSENT CALENDAR

Public Comment: None

Board Member pulled:

Member Brown moved approval of Consent Calendar items a – h. Member Normandin seconded.

- a. Approval of Minutes – September 26, 2017
- b. Approval/Ratification of Personnel Report
- c. Approval of Conference/Workshop Attendance
- d. Approval of Field Trips
- e. Approval of Interdistrict Attendance Agreements – Students From Other Districts
- f. Approval of Agreements for Contracted Services – Special Education
- g. Approval of Agreements for Contracted Services – Technology
- h. Approval/Ratification of Warrants #391566 through #391721 in the amount of \$917,497.38 Dates: 9/18/2017 through 9/29/2017

Comments: Board noted correction to personnel report, page 16, item II should be changed to read 5.75 hours instead of 5.57 hours.

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

INFORMATION ITEMS

Laguna Beach Unified School District Gifted and Talented Education (GATE) Program Survey Results

Dr. Odipo, and Teachers Stacy Quiarte and Brian Kull presented a review of the GATE program survey results conducted by Hanover Research.

The following was reviewed:

- The definition of GATE will be more inclusive of talented
 - Included screening changes
 - Equitable identification of areas for growth to include multiple measures
- Program Models
 - Important to share
- Focus on supporting underrepresented groups
- GATE newsletter
- C.I. – including use of Social Emotional development
 - Use of ILP

Board comments/questions:

- Multiple measures are important, glad to see the shift and broader definition of GATE
- Focus on EL students – math discussion
- Research cluster grouping
- GATE newsletter
- Use to help explain GATE programs to parents
- Parent education is important
- Resource talented criteria with other district resources

Student Achievement and Assessment Results on the California Assessment of Student Performance and Progress (CAASPP), the ACT College Readiness Test, The Early Assessment Program (EAP), and the Advanced Placement (AP) Test

Dr. Odipo introduced the four principals. Each principal presented data regarding their site and identified areas for growth and strength.

Board members appreciated receiving cohort data, each site's unique data and information, and high school attendance data being shared.

ACTION ITEMS

Approval of Agreement with My California Permit Online Driver Education Course

Dr. Odipo introduced the item.

Public Comment: None

Member Brown moved approval of the agreement with My California Permit online driver education course. Member Normandin seconded.

Discussion: None

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

Approval of Agreement with Best Best & Krieger LLP for Legal Counsel Related to Special Education Issues with a Not-to-Exceed Amount of \$42,000 for the 2017-2018 School Year

Dr. Odipo introduced the item.

Public Comment: None

Member Brown moved approval. Member Wolff seconded.

Discussion: None

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

Approval of SELPA Community Advisory Council Members

Dr. Odipo introduced the item.

Public Comment: None

Member Brown moved approval. Member Normandin seconded.

Discussion: None

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

Approval of Cost Reduction Study from Procure America Related to Waster & Recycling, Utilities, Telecommunications, and Document Management

Mr. Dixon introduced the item.

Public Comment: None

Member Brown moved approval. Member Normandin seconded.

Discussion: None

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

Board Member Requests: Items for Future Meetings, Requests for Information, or General Comments

Member Wolff – no comments.

Member Normandin – no comments.

Member Brown commented the TOW Bonanza was great. Thanked Dr. Vilorio for putting together the Board Policy workshop. Thanked staff for keeping the promise to discuss the Alternative Program.

Clerk Perry – no comments.

President Vickers commented BTSN at TMS had great energy. She is happy the district is continuing to discuss the Alternative Program with staff. She enjoyed the TOW Bonanza and 50th birthday party. Thanked the Water District for support given to Solar Club. Attended the new parent PTA welcome tea and thanked Coffee Talk.

Adjournment

Member Brown moved to adjourn. Member Normandin seconded.

President Vickers announced the next regular meeting is Monday, October 23, 2017.

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

The meeting adjourned at 8:49 p.m.

Dee Perry
Clerk of the Board
October 23, 2017

Laguna Beach Unified School District

12.b. CONSENT/ACTION

October 23, 2017

Approval/Ratification: Personnel Report

Proposal

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

Background

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

Budget Impact

Expenditures are within budgeted appropriations as indicated.

Recommended Action

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

PERSONNEL REPORT

October 23, 2017

I. RESIGNATIONS:

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Randall Newton PC04SE0138	Instructional Assistant, Special Education Thurston Middle School	October 31, 2017

II. EMPLOYMENT:

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

III. EMPLOYMENT: Stipends

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

IV. EMPLOYMENT: Short Term Assignments - Extra Duty

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Nedah Amani	IEP and PLC Meetings El Morro Elementary 0104602110-1190 NTE: 8 hours	September 19, 2017 to December 31, 2017 Special Ed Fund \$40.91 per hour
Christian Caballero	CCM, MTSS and Staff Meetings Thurston Middle School 0106011008-2252 NTE: 25 hours	September 5, 2017 to June 21, 2018 General Fund \$20.27 per hour
Teryl Campbell	MTSS Meetings Top of the World Elementary 0108091005-1280 NTE: 11 hours	September 5, 2017 to June 21, 2018 General Fund \$40.17 per hour
Suzy Capano	Data Confirmation Training Top of the World Elementary 01020153680-2950 NTE: 2 hours	August 14, 2017 General Fund \$27.56 per hour
Marta Cid	EL Team Meetings Thurston Middle School 0102013040-2950 NTE: 8 hours	October 1, 2017 to June 30, 2018 General Fund \$27.56 per hour
Tim Crilly	Athletic Trainer Laguna Beach High School 0105011075-2125 NTE: 75 hours Reason: Athletic training for August and weekend sporting events	August 18, 2017 to June 22, 2018 General Fund \$30.934 per hour
Katie Dwight	Tech Lead Top of the World Elementary 0113457175-1360 NTE: 25 hours	September 5, 2017 to June 21, 2018 General Fund \$40.17 per hour

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

<u>Name:</u>	<u>Position/Site:</u>		<u>Effective Date:</u>
Raquel Gutierrez	EL Team Meetings Top of the World Elementary 0102013040-2950 NTE: 8 hours	General Fund \$27.56 per hour	October 1, 2017 to June 30, 2018
Cyndi Kimball	CAC Meetings Laguna Beach High School 0104644575-2950 NTE: 9 hours	Special Ed Fund \$27.56 per hour	October 18, 2017 to April 17, 2018
Iris Pena-Tanner	Interpreting for Back to School Night El Morro Elementary 0107011500-2110 NTE: 3 hours	General Fund \$27.56 per hour	September 14, 2017
Iris Pena-Tanner	New Employee Orientation Districtwide 0110397140-2450 NTE: 3 hours	General Fund \$27.56 per hour	August 25, 2017
Iris Pena-Tanner	EL Team Meetings El Morro Elementary 0102013040-2950 NTE: 8 hours	General Fund \$27.56 per hour	October 1, 2017 to June 30, 2018
Nikki Romano	MTSS Meetings Top of the World Elementary 0108091005-1280 NTE: 11 hours	General Fund \$27.56 per hour	September 5, 2017 to June 21, 2018
Heather Rosenthal	CAC Meetings Thurston Middle School 0104612310-1130 NTE: 9 hours	Special Ed Fund \$40.17 per hour	October 18, 2017 to April 17, 2018
Claudia Sandino	Interpreting at Back to School Night El Morro Elementary 0107013040-2150 NTE: 3 hours	General Fund \$27.56 per hour	September 14, 2017
Claudia Sandino	EL Team Meetings El Morro Elementary 0102013040-2950 NTE: 8 hours	General Fund \$27.56 per hour	October 1, 2017 to June 30, 2018

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

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
See Employee List	Back to School Night Video Thurston Middle School General Fund 0106011008-1130 \$40.17 per hour NTE: 5 hours each Employees: Andy Crisp, Alexis Karol, Laura Silver	September 5, 2017 to September 28, 2017
See Employee List	Dyslexia Training Districtwide General Fund 0102015380-1130 \$40.17 per hour NTE: 1.5 hours each Employees: Kim Adams, Tricia Engel, Debbie Finnerty, Pamela Howland, Liv Marshall, Kim Mattson, Launa Nacion-Kirkey, Triana Ramazan, Alicia Saucedo, Christine Wagner, Lorraine Winokur	September 27, 2017
See Employee List	Dyslexia Training Districtwide General Fund 0102015380-2150 \$27.56 per hour NTE: 1.5 hours each Employees: Luis Antonio, Kasey Childs-Konkel, Katie Grebbien, Marlo Jensma, Elizabeth Murray, Iris Pena-Tanner, Margaret Warder, Thasa Zuziak	September 27, 2017
See Employee List	EL Meetings and Planning Districtwide General Fund 0102013040-1130 \$40.17 per hour NTE: 30 hours each Employees: Mary Blanton, Jim Garvey, Rosie Haynes, Megan Matthias	September 1, 2017 to June 30, 2018
See Employee List	Extended PLC time - Calibrating/Comparing Scores Top of the World Elementary General Fund 0108091005-1280 \$40.17 per hour NTE: 6 hours each Employees: Marie Bammer, Megan Bartlett, Brooke Bismack, Brett Bond, Marianne Bynum, Teryl Campbell, Jennifer Carlson, Kari Damato, Halle Davidson, Michelle Douglass, Katie Dwight, Tricia Engel, Nadia Hart, Rosie Haynes, Robbie Hoglebe, June Hosokawa, Brian Kull, Tauna LaPierre, Carol Mignosa, Mary Parlapanides, Carrie Rabay, Patti Rabun, Erica Rahall, Maryann Thomas, Sarah Wolsey	October 1, 2017 to June 21, 2018

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

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
See Employee List	Sketchnoting Training Districtwide 0102015380-1130 NTE: 1.25 hours each Employees: Tricia Engel, Lori Levine, Liv Marshall, Kimberly Mattson, Christine Wagner General Fund \$40.17 per hour	October 4, 2017
See Employee List	Sketchnoting Training Districtwide 0102015380-2150 NTE: 1.25 hours each Employees: Mariah Holliday, Marlo Jensma, Iris Pena-Tanner General Fund \$27.56 per hour	October 4, 2017
See Employee List	Waverider Make-up Day Thurston Middle School 0106011008-2252 NTE: 8 hours each Employees: Carlos Iglesias, Eric Moore, Sophia Papadatos, Peggy Richardson General Fund \$27.56 per hour	September 1, 2017
Beth Sand	Elementary Music Program Performances El Morro Elementary 0107091005-1280 NTE: 30 hours General Fund \$27.56 per hour	September 5, 2017 to June 21, 2018
Rus Soobzokov	Campus Supervisor Laguna Beach High School 0105011012-2950 NTE: 100 hours Reason: Assist Athletic Office General Fund \$27.56 per hour	September 5, 2017 to June 25, 2018
Margaret Warder	Fast Forward At Home Program Top of the World Elementary 0108011005-2150 NTE: 39 hours General Fund \$31.52 per hour	October 2, 2017 to June 30, 2018

V. EMPLOYMENT: Short Term Assignments - PTA

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Rosie Haynes	After School Homework Club Prep Top of the World Elementary 0108015600-2145 NTE: 12 hours PTA Fund \$40.17 per hour	September 1, 2017 to June 21, 2018
Rosie Haynes	After School Homework Club Top of the World Elementary 0108015600-2145 NTE: 24 hours PTA Fund \$45.91 per hour	September 1, 2017 to June 21, 2018

V. EMPLOYMENT: Short Term Assignments - PTA (continued)

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Rosie Haynes	After School Spanish	September 1, 2017 to
	Top of the World Elementary	June 21, 2018
	0108015600-2145	PTA Fund
	NTE: 24 hours	\$45.91 per hour

VI. EMPLOYMENT: Short Term Assignments - Performing Arts

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Lisa Kyne	Guest Dance Instructor	September 1, 2017 to
	Laguna Beach High School	June 21, 2018
	0102315890-2970	PA Funds
	NTE: 28 hours	Intermittent Work Hours
		\$27.56 per hour

Joey Navarrete	Lighting Designer - Dance Concerts	October 1, 2017 to
	Laguna Beach High School	June 21, 2018
	0102315890-2970	PA Funds
	NTE: 164 hours	Intermittent Work Hours
		\$27.56 per hour

Brandon Reyes	Guest Dance Instructor	October 1, 2017 to
	Laguna Beach High School	June 21, 2018
	0102315890-2970	PA Funds
	NTE: 37 hours	Intermittent Work Hours
		\$27.56 per hour

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

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

VIII. EMPLOYMENT: Short Term Assignments - ASB Funds

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Dori Bunting	Ticket Sales	September 6, 2017 to
	Laguna Beach High School	November 6, 2017
	0105311155-2990	ASB Funds
	NTE: 25 hours	Short Term/Intermittent Work Hours
		\$27.56 per hour

Kristina Dodele	Ticket Sales	September 6, 2017 to
	Laguna Beach High School	June 25, 2018
	0105311155-2990	ASB Funds
	NTE: 75 hours	Short Term/Intermittent Work Hours
		\$27.56 per hour

Katie Grebbien	Ticket Sales	September 6, 2017 to
	Laguna Beach High School	June 25, 2018
	0105311155-2990	ASB Funds
	NTE: 25 hours	Short Term/Intermittent Work Hours
		\$27.56 per hour

Peggy Richardson	Ticket Sales	September 6, 2017 to
	Laguna Beach High School	June 25, 2018
	0105311155-2990	ASB Funds
	NTE: 25 hours	Short Term/Intermittent Work Hours
		\$27.56 per hour

VIII. EMPLOYMENT: Short Term Assignments - ASB Funds (continued)

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Megan Weinert	Ticket Sales	September 6, 2017 to
	Laguna Beach High School	June 25, 2018
	0105311155-2990	Short Term/Intermittent Work Hours
	NTE: 25 hours	\$27.56 per hour

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

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

Fall Sports Calendar 2017/18:

In-Season: August 7 - November 3, 2017
CIF Playoff: November 6 - December 4, 2017

Winter Sports Calendar 2017/18:

In-Season: November 6 - February 9, 2018
CIF Playoff: February 12 - March 2, 2018

Spring Sports Calendar 2017/18:

In-Season: February 12 - May 11, 2018
CIF Playoff: May 14 - June 4, 2018

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

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

Fall Sports Calendar 2017/18:

In-Season: August 7 - November 3, 2017
CIF Playoff: November 6 - December 4, 2017

Winter Sports Calendar 2017/18:

In-Season: November 6 - February 9, 2018
CIF Playoff: February 12 - March 2, 2018

Spring Sports Calendar 2017/18:

In-Season: February 12 - May 11, 2018
CIF Playoff: May 14 - June 4, 2018

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

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective:</u>
Drew deEncio	Technology Substitute	October 2, 2017

Resignation:

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective:</u>
Taylor Graves	Substitute Teacher	October 3, 2017
Kelli Kennemur	Substitute Teacher	October 14, 2017
Rhonda Parks	Substitute Teacher	October 11, 2017

Laguna Beach Unified School District

12.c. CONSENT/ACTION

October 23, 2017

Approval: Conference/Workshop Attendance

Irene White and Luisa Mossa - "Best Practices for Working with English Learners with Disabilities" - November 7, 2017 – Costa Mesa, CA. Training will teach LEA/District/SELPA staff to provide appropriate pre-intervention strategies, assess for eligibility, write linguistically appropriate IEPs, provide programs and services in a culturally responsive environment, and reclassify English learners with disabilities.

Fiscal Impact:

\$	80.00	Registration
\$	80.00	TOTAL

Account #0104613150 - 5220 Special Education - Travel & Conference

Amy Kernan - "28th Annual Career Technical Education Conference" - November 15-17, 2017 – Rancho Mirage, CA. Conference will provide information regarding CTE requirements, pathway mapping and coding, ways to increase participation, credentialing, and CTEIG grant requirements. As the district increases CTE offerings at TMS and LBHS, this information will be essential.

Fiscal Impact:

\$	395.00	Registration
\$	178.40	Transportation-mileage/parking
\$	50.00	Meals
\$	300.00	Lodging
\$	923.40	TOTAL

Account #0105114695 - 5220 CTEIG- Travel & Conference

Raymond Lee and Thuy Bui - "Legal Aspects and Hands-On Accounting for Student Body Organizations" - February 8, 2018 – Rancho Cucamonga, CA. This workshop will teach how to maintain an effective ASB program for grades K-12 with a special focus on how to maintain fiscal accountability, legal compliance, and accuracy with ASB accounts.

Fiscal Impact:

\$	510.00	Registration
\$	128.40	Transportation
\$	638.40	TOTAL

Account #00102397406- 5220 Business - Travel & Conference

Total Expenses: \$1,641.80

Laguna Beach Unified School District

12.d. CONSENT/ACTION

October 23, 2017

Approval: Student Field Trips

Proposal

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

1. Laguna Beach High School

Destination:	Santa Barbara/Water Polo
Date:	November 17-19, 2017
Chaperone(s):	E. Damato, T Lyle, K Damato, and C. Borkovic
Cost to Student:	\$0
Number of Students:	30
Transportation:	District Vans
Accommodations:	La Quinta Inn

Students will participate in a regional athletic scrimmages against competitive water polo teams.

Background

The principal of Laguna Beach High School has approved the Applications for Field Trip requests 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

12.e. **CONSENT/ACTION**

October 23, 2017

Approval: Acceptance of Gifts – Checks Totaling \$2,500.00

Proposal

Staff proposes the Board of Education accept the following gift(s) to the District – checks totaling \$2,500.00.

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
Check	Laguna Beach County Water District	\$2,500.00	TOW Water Wise Mini Garden Grant
Total		\$2,500.00	

Laguna Beach Unified School District

12.f. ACTION

October 23, 2017

Approval: Agreements for Contracted Services-Special Education

Proposal

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

Background

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

Budget Impact

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

Recommended Action

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

Laguna Beach Unified School District

Contracts– October 23, 2017

Contractor	Description of Services	Term	Funding	Cost
Independent Contract Coyne & Associates Education Corporation	Behavior Intervention Supervision for a special education student	10/01/17- 11/30/17/18	Outside Agency 0104602140-5894	\$2,000

Laguna Beach Unified School District

12.g. CONSENT/ACTION

October 23, 2017

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/Licenses – October 23, 2017

Contractor	Description of Services	Term	Funding	Cost
AlpenSpruce	Alludo Licenses: Outcomes Based Staff Development Software (ability to create games)	11/01/17 – 10/31/18 New	01130171755805	\$800.00
CDW-G	Wireless Installations and Troubleshooting - District	08/07/17 – 08/11/17 (4 days Labor) New	01134571755832	\$11,034.02
Grammarly	Writing Support Suite for 30 accounts for District Office	10/03/17 – 10/02/18 Renew	01134571755805	\$1,350.00

Laguna Beach Unified School District

12.h. CONSENT/ACTION

October 23, 2017

**Approval: Warrants #391722 Through #391882 In The Amount of \$884,504.85
Dates: 10/2/2017 through 10/13/2017**

Proposal

Staff proposes the Board of Education approve/ratify Warrants #391722 through #391882 in the amount of \$884,504.85.

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 2017/2018 District Operating Budgets.

Recommended Action

Staff recommends the Board of Education approve/ratify the warrants in the amount of \$884,504.85.

SELECT Check ID's and Numbers: 76@ ; Check Dates: 100217

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391722	10/02/17	A-Z Office Resource In	MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	125.82
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	102.99
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	281.34
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	3,020.79
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	239.38
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	409.32
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	9.67
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	41.53
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	112.83
						CHECK TOTAL:	4,343.67
00391723	10/02/17	Advanced Alarm Inc.	ALARM MONITORING	0102477408	5560	ALARM MONITORING	402.50
						CHECK TOTAL:	402.50
00391724	10/02/17	Ann MoneyMaker	9/21- CONFERENCE	0102477408	5220	TRAVEL & CONFERENCE	43.57
						CHECK TOTAL:	43.57
00391725	10/02/17	Apple Computer Inc.	EQUIPMENT-COMPUTER	0113017175	4460	EQUIPMENT-COMPUTER	171.32
						CHECK TOTAL:	171.32
00391726	10/02/17	Blue Shield of Califor	OCTOBER 2017	0102017400	3401	HEALTH & WELFARE, CERTIF	164,961.23
			OCTOBER 2017	0102397400	3402	HEALTH & WELFARE,CLASSIF	81,249.56
						CHECK TOTAL:	246,210.79
00391727	10/02/17	CDW GOVERNMENT LLC	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	1,077.20
						CHECK TOTAL:	1,077.20
00391728	10/02/17	Culver Newlin Inc.	EQUIPMENT - NEW	0113018640	6410	EQUIPMENT - NEW	21,940.06
						CHECK TOTAL:	21,940.06
00391729	10/02/17	Debby Nash	MILEAGE - AUG-SEPT 2017	0104072050	5210	MILEAGE REIMBURSEMENT	23.11
						CHECK TOTAL:	23.11
00391730	10/02/17	Diversified Thermal Se	HVAC	0107477408	5660	HVAC	1,916.55
						CHECK TOTAL:	1,916.55
00391731	10/02/17	Montgomery Hardware Co	OTHER MAINTENANCE SERVICES	0106477408	5692	OTHER MAINTENANCE SERVIC	4,601.76
			OTHER MAINTENANCE SERVICES	0107477408	5692	OTHER MAINTENANCE SERVIC	14,555.20
			OTHER MAINTENANCE SERVICES	0107477408	5692	OTHER MAINTENANCE SERVIC	8,543.05
						CHECK TOTAL:	27,700.01
00391732	10/02/17	NATIONAL ART EDUCATION	ADVERTISING	0110397140	5815	ADVERTISING	130.00
						CHECK TOTAL:	130.00

SELECT Check ID's and Numbers: 76@ ; Check Dates: 100217

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391733	10/02/17	Office Depot	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	1,798.44
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	2,628.29
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	767.63
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	20.02
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	706.30
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	118.96
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	437.09
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	808.13
						CHECK TOTAL:	7,284.86
00391734	10/02/17	Shay, Brian	CONSULTANTS-INSTRUCTIONAL	0102015380	5830	CONSULTANTS-INSTRUCTIONA	1,585.60
						CHECK TOTAL:	1,585.60
00391735	10/02/17	Voyager Sports Learnin	MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	2,335.10
						CHECK TOTAL:	2,335.10
00391736	10/02/17	WATERFORD INSTITUTE IN	ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE	1,937.50
			CONSULTANTS-INSTRUCTIONAL	0104292600	5830	CONSULTANTS-INSTRUCTIONA	6,448.84
						CHECK TOTAL:	8,386.34
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							323,550.68
GRAND TOTAL							323,550.68

SELECT Check ID's and Numbers: 760 ; Check Dates: 100317

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391737	10/03/17	A-Z Office Resource In	MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	853.19
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	3,848.66
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	528.30
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	315.30
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	131.45
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	308.07
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	188.50
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	312.47
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	152.23
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	239.16
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	739.24
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	31.76
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	19.43
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	8.95
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	13.59
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	97.19
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	9.88
						CHECK TOTAL:	7,797.37
00391738	10/03/17	Apple Computer Inc.	EQUIPMENT-COMPUTER	0106015040	4460	EQUIPMENT-COMPUTER	327.17
			COMPUTER SUPPLIES	0107015040	4320	COMPUTER SUPPLIES	215.28
			EQUIPMENT-COMPUTER	0101377100	4460	EQUIPMENT-COMPUTER	139.00
						CHECK TOTAL:	681.45
00391739	10/03/17	Atkinson Andelson Loya	8/15 - WORKSHOP	0102397400	5835	LEGAL EXPENSE	2,000.00
						CHECK TOTAL:	2,000.00
00391740	10/03/17	CASBO	TRAVEL & CONFERENCE	0102397406	5220	TRAVEL & CONFERENCE	120.00
						CHECK TOTAL:	120.00
00391741	10/03/17	CASC	TRAVEL & CONFERENCE	0102015380	5220	TRAVEL & CONFERENCE	298.00
			TRAVEL & CONFERENCE	0102015380	5220	TRAVEL & CONFERENCE	435.00
			TRAVEL & CONFERENCE	0102015380	5220	TRAVEL & CONFERENCE	199.00
						CHECK TOTAL:	932.00
00391742	10/03/17	Digital Networks Group	EQUIPMENT - NEW	0105114695	6410	EQUIPMENT - NEW	9,549.94
						CHECK TOTAL:	9,549.94
00391743	10/03/17	Diversified Thermal Se	HVAC	0107477408	5660	HVAC	1,590.00
			HVAC	0105477408	5660	HVAC	5,500.00
						CHECK TOTAL:	7,090.00
00391744	10/03/17	Easykeys.com Inc.	GENERAL SUPPLIES-NON INSTRUCT	0102477408	4340	GENERAL SUPPLIES-NON INS	40.00
						CHECK TOTAL:	40.00

SELECT Check ID's and Numbers: 760 ; Check Dates: 100317

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391745	10/03/17	Edgewood Press	MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	565.74
						CHECK TOTAL:	565.74
00391746	10/03/17	Express Pipe & Supply	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	181.02
						CHECK TOTAL:	181.02
00391747	10/03/17	Fisher Science Educati	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	74.63
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	55.26
						CHECK TOTAL:	129.89
00391748	10/03/17	Ganahl Lumber	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	41.01
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	104.81
						CHECK TOTAL:	145.82
00391749	10/03/17	GST	EQUIPMENT - NEW	0113457175	4410	EQUIPMENT - NEW	1,791.00
			EQUIPMENT - NEW	0113018640	6410	EQUIPMENT - NEW	60,576.20
			EQUIPMENT - NEW	0113018640	6410	EQUIPMENT - NEW	64,098.29
			EQUIPMENT - NEW	0113018640	4410	EQUIPMENT - NEW	3,753.51
						CHECK TOTAL:	130,219.00
00391750	10/03/17	Nasco Scientific	MATERIALS & SUPPLIES-INSTRUCT	0108015600	4310	MATERIALS & SUPPLIES-INS	382.01
						CHECK TOTAL:	382.01
00391751	10/03/17	Safety 1st Pest Contro	AUGUST 2017	0105477409	5550	PEST CONTROL	175.00
			AUGUST 2017	0106477409	5550	PEST CONTROL	125.00
			AUGUST 2017	0107477409	5550	PEST CONTROL	125.00
			AUGUST 2017	0102477409	5550	PEST CONTROL	50.00
			AUGUST 2017	0108477409	5550	PEST CONTROL	125.00
			PEST CONTROL	0105477409	5550	PEST CONTROL	75.00
						CHECK TOTAL:	675.00
00391752	10/03/17	Staples Advantage	MISC OUTSIDE VENDOR	0106015455	5860	MISC OUTSIDE VENDOR	54.22
			COPIER PAPER	0106011008	4312	COPIER PAPER	833.99
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	8.62
			COMPUTER PRINTERS \$250-\$5,000	0106011008	4462	COMPUTER PRINTERS \$250-\$	657.61
			COPIER PAPER	0105011012	4312	COPIER PAPER	667.19
						CHECK TOTAL:	2,221.63
00391753	10/03/17	WEST COAST LANYARDS IN	MISC OUTSIDE VENDOR	0106015455	5860	MISC OUTSIDE VENDOR	140.97
						CHECK TOTAL:	140.97
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							162,871.84

SELECT Check ID's and Numbers: 760 ; Check Dates: 100317

<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>
GRAND TOTAL							162,871.84

SELECT Check ID's and Numbers: 762 ; Check Dates: 100417

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391754	10/04/17	DEAR, RICHARD	CONSULTANTS-COMPUTER SERVICES	0113457175	5832	CONSULTANTS-COMPUTER SER	300.00
						CHECK TOTAL:	300.00
00391755	10/04/17	FIVE STAR TROPHIES	GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	32.33
						CHECK TOTAL:	32.33
00391756	10/04/17	Follett School Solutio	TEXTBOOKS	0102016300	4100	TEXTBOOKS	-577.50
			TEXTBOOKS	0102016300	4100	TEXTBOOKS	3,808.69
			TEXTBOOKS	0102016300	4100	TEXTBOOKS	93.41
			TEXTBOOKS	0102016300	4100	TEXTBOOKS	556.85
						CHECK TOTAL:	3,881.45
00391757	10/04/17	Ganahl Lumber	MAINTENANCE SUPPLIES	0102477408	5662	PLUMBING REPAIRS	98.03
						CHECK TOTAL:	98.03
00391758	10/04/17	Grainger	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	741.60
						CHECK TOTAL:	741.60
00391759	10/04/17	KAP 7 INTERNATIONAL IN	MATERIALS & SUPPLIES-INSTRUCT	0105315310	4310	MATERIALS & SUPPLIES-INS	906.79
			MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	2,277.22
						CHECK TOTAL:	3,184.01
00391760	10/04/17	King Office Services	CONTRACT SERVICES	0107477408	5610	CONTRACT SERVICES	1,670.50
						CHECK TOTAL:	1,670.50
00391761	10/04/17	Laguna Beach Water Dis	7/28/17 - 9/26/17	0108477409	5530	WATER - UTILITIES	3,109.55
						CHECK TOTAL:	3,109.55
00391762	10/04/17	Mardan Center of Educa	SEPTEMBER 2017	0104632210	5875	TUITION	8,728.86
			SEPTEMBER 2017 - SPEECH	0104632210	5875	TUITION	180.00
						CHECK TOTAL:	8,908.86
00391763	10/04/17	Miranda, Kathy	9/21 - DISASTER PREPARED CONF	0102395980	5220	TRAVEL & CONFERENCE	25.15
						CHECK TOTAL:	25.15
00391764	10/04/17	Ocean View School	SEPTEMBER 2017	0104632210	5875	TUITION	14,075.87
						CHECK TOTAL:	14,075.87
00391765	10/04/17	Office Depot	GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	131.19
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	21.54
			GENERAL SUPPLIES-NON INSTRUCT	0102397400	4340	GENERAL SUPPLIES-NON INS	63.27
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	17.92
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	43.78
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	44.73

SELECT Check ID's and Numbers: 76@ ; Check Dates: 100417

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	64.20
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	33.29
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	56.03
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	11.84
						CHECK TOTAL:	487.79
00391766	10/04/17	Smardan Supply Co	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	-53.12
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	613.11
						CHECK TOTAL:	559.99
00391767	10/04/17	Staples Advantage	GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	34.06
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	-28.67
						CHECK TOTAL:	5.39
00391768	10/04/17	UZBL	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	356.40
						CHECK TOTAL:	356.40
00391769	10/04/17	VERTICAL TRANSPORT INC	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	175.00
						CHECK TOTAL:	175.00
00391770	10/04/17	Bread Artisan Bakery L	FOOD	1302277426	4700	FOOD	128.72
			FOOD	1302277426	4700	FOOD	154.80
						CHECK TOTAL:	283.52
00391771	10/04/17	Gold Star Foods	FOOD	1302277426	4700	FOOD	1,124.94
			FOOD	1302277426	4700	FOOD	744.24
			FOOD	1302277426	4700	FOOD	524.16
			FOOD	1302277426	4700	FOOD	1,002.64
			FOOD	1302277426	4700	FOOD	1,095.54
			FOOD	1302277426	4700	FOOD	208.80
			FOOD	1302277426	4700	FOOD	87.47
			FOOD	1302277426	4700	FOOD	124.56
			FOOD	1302277426	4700	FOOD	303.21
			FOOD	1302277426	4700	FOOD	476.92
			FOOD	1302277426	4700	FOOD	715.38
			FOOD	1302277426	4700	FOOD	752.14
			FOOD	1302277426	4700	FOOD	1,304.77
			FOOD	1302277426	4700	FOOD	603.18
			FOOD	1302277426	4700	FOOD	878.73
			FOOD	1302277426	4700	FOOD	116.56
			FOOD	1302277426	4700	FOOD	-34.94
			FOOD	1302277426	4700	FOOD	179.34
			FOOD	1302277426	4700	FOOD	113.10
			FOOD	1302277426	4700	FOOD	296.87

SELECT Check ID's and Numbers: 760 ; Check Dates: 100417

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	1,007.87
			FOOD	1302277426	4700	FOOD	571.27
			FOOD	1302277426	4700	FOOD	-49.74
			FOOD	1302277426	4700	FOOD	-117.85
			FOOD	1302277426	4700	FOOD	-42.75
			FOOD	1302277426	4700	FOOD	-425.36
						CHECK TOTAL:	11,561.05
00391772	10/04/17	Hollandia Dairy Inc	FOOD	1302277426	4700	FOOD	67.03
			FOOD	1302277426	4700	FOOD	41.26
			FOOD	1302277426	4700	FOOD	41.26
			FOOD	1302277426	4700	FOOD	274.09
			FOOD	1302277426	4700	FOOD	89.10
			FOOD	1302277426	4700	FOOD	84.57
			FOOD	1302277426	4700	FOOD	158.56
			FOOD	1302277426	4700	FOOD	76.14
			FOOD	1302277426	4700	FOOD	69.34
			FOOD	1302277426	4700	FOOD	120.70
			FOOD	1302277426	4700	FOOD	70.10
			FOOD	1302277426	4700	FOOD	125.92
			FOOD	1302277426	4700	FOOD	69.97
			FOOD	1302277426	4700	FOOD	114.79
			FOOD	1302277426	4700	FOOD	93.26
			FOOD	1302277426	4700	FOOD	110.49
			FOOD	1302277426	4700	FOOD	82.94
			FOOD	1302277426	4700	FOOD	126.30
			FOOD	1302277426	4700	FOOD	50.74
			FOOD	1302277426	4700	FOOD	117.65
			FOOD	1302277426	4700	FOOD	192.71
			FOOD	1302277426	4700	FOOD	88.06
			FOOD	1302277426	4700	FOOD	158.69
			FOOD	1302277426	4700	FOOD	69.34
			FOOD	1302277426	4700	FOOD	161.98
			FOOD	1302277426	4700	FOOD	114.47
			FOOD	1302277426	4700	FOOD	96.36
			FOOD	1302277426	4700	FOOD	89.10
			FOOD	1302277426	4700	FOOD	108.30
			FOOD	1302277426	4700	FOOD	76.74
			FOOD	1302277426	4700	FOOD	105.20
						CHECK TOTAL:	3,245.16
00391773	10/04/17	Mandarin King	FOOD	1302277426	4700	FOOD	210.00
			FOOD	1302277426	4700	FOOD	210.00
			FOOD	1302277426	4700	FOOD	210.00

SELECT Check ID's and Numbers: 76@ ; Check Dates: 100417

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	210.00
						CHECK TOTAL:	840.00
00391774	10/04/17	P & R Paper Supply Co	GENERAL SUPPLIES-NON INSTRUCT	1302277426	4340	GENERAL SUPPLIES-NON INS	3,265.25
						CHECK TOTAL:	3,265.25
00391775	10/04/17	Quick Dispense Inc.	FOOD	1302277426	4700	FOOD	271.60
						CHECK TOTAL:	271.60
00391776	10/04/17	STIX HOLDINGS LLC	FOOD	1302277426	4700	FOOD	103.50
			FOOD	1302277426	4700	FOOD	222.75
			FOOD	1302277426	4700	FOOD	115.00
			FOOD	1302277426	4700	FOOD	140.25
			FOOD	1302277426	4700	FOOD	115.00
			FOOD	1302277426	4700	FOOD	156.75
			FOOD	1302277426	4700	FOOD	138.00
						CHECK TOTAL:	991.25
00391777	10/04/17	SUNRISE PRODUCE	FOOD	1302277426	4700	FOOD	43.95
			FOOD	1302277426	4700	FOOD	172.88
			FOOD	1302277426	4700	FOOD	118.78
			FOOD	1302277426	4700	FOOD	121.72
			FOOD	1302277426	4700	FOOD	414.23
			FOOD	1302277426	4700	FOOD	43.18
			FOOD	1302277426	4700	FOOD	210.03
			FOOD	1302277426	4700	FOOD	84.33
			FOOD	1302277426	4700	FOOD	207.25
			FOOD	1302277426	4700	FOOD	271.99
			FOOD	1302277426	4700	FOOD	171.41
			FOOD	1302277426	4700	FOOD	211.44
			FOOD	1302277426	4700	FOOD	111.51
			FOOD	1302277426	4700	FOOD	161.29
			FOOD	1302277426	4700	FOOD	83.01
			FOOD	1302277426	4700	FOOD	259.10
			FOOD	1302277426	4700	FOOD	167.26
			FOOD	1302277426	4700	FOOD	308.05
			FOOD	1302277426	4700	FOOD	182.53
			FOOD	1302277426	4700	FOOD	51.82
			FOOD	1302277426	4700	FOOD	61.95
			FOOD	1302277426	4700	FOOD	39.32
			FOOD	1302277426	4700	FOOD	15.37
			FOOD	1302277426	4700	FOOD	154.90
			FOOD	1302277426	4700	FOOD	209.03
			FOOD	1302277426	4700	FOOD	27.83

SELECT Check ID's and Numbers: 76@ ; Check Dates: 100417

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	153.42
			FOOD	1302277426	4700	FOOD	24.64
			FOOD	1302277426	4700	FOOD	86.57
			FOOD	1302277426	4700	FOOD	43.95
			FOOD	1302277426	4700	FOOD	86.15
			FOOD	1302277426	4700	FOOD	24.85
			FOOD	1302277426	4700	FOOD	59.67
						CHECK TOTAL:	4,383.41
00391778	10/04/17	Void - Continued Stubb	Undefined.....	Undef.	Unde	CHECK TOTAL:	0.00*
00391779	10/04/17	Sysco Food Service of	FOOD	1302277426	4700	FOOD	45.52
			FOOD	1302277426	4700	FOOD	1,233.68
			FOOD	1302277426	4700	FOOD	-58.60
			FOOD	1302277426	4700	FOOD	-324.20
			FOOD	1302277426	4700	FOOD	-164.68
			FOOD	1302277426	4700	FOOD	-58.60
			FOOD	1302277426	4700	FOOD	501.00
			FOOD	1302277426	4700	FOOD	47.07
			FOOD	1302277426	4700	FOOD	34.67
			FOOD	1302277426	4700	FOOD	140.80
			FOOD	1302277426	4700	FOOD	65.25
			FOOD	1302277426	4700	FOOD	77.00
			FOOD	1302277426	4700	FOOD	300.02
			FOOD	1302277426	4700	FOOD	58.19
			FOOD	1302277426	4700	FOOD	265.04
			FOOD	1302277426	4700	FOOD	115.50
			FOOD	1302277426	4700	FOOD	45.52
			FOOD	1302277426	4700	FOOD	59.84
			FOOD	1302277426	4700	FOOD	501.00
			FOOD	1302277426	4700	FOOD	255.21
			FOOD	1302277426	4700	FOOD	490.36
			FOOD	1302277426	4700	FOOD	89.64
			FOOD	1302277426	4700	FOOD	25.68
			FOOD	1302277426	4700	FOOD	-501.00
			FOOD	1302277426	4700	FOOD	-5.68
			FOOD	1302277426	4700	FOOD	-6.16
			FOOD	1302277426	4700	FOOD	-76.08
			FOOD	1302277426	4700	FOOD	-27.51
			FOOD	1302277426	4700	FOOD	-12.11
			FOOD	1302277426	4700	FOOD	-7.14
			FOOD	1302277426	4700	FOOD	-7.14
			FOOD	1302277426	4700	FOOD	-12.11
			FOOD	1302277426	4700	FOOD	-12.11

SELECT Check ID's and Numbers: 76@ ; Check Dates: 100417

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	-7.14
			FOOD	1302277426	4700	FOOD	94.14
			FOOD	1302277426	4700	FOOD	475.20
			FOOD	1302277426	4700	FOOD	48.26
			FOOD	1302277426	4700	FOOD	310.00
			FOOD	1302277426	4700	FOOD	296.12
			FOOD	1302277426	4700	FOOD	65.25
			FOOD	1302277426	4700	FOOD	154.00
			FOOD	1302277426	4700	FOOD	15.70
						CHECK TOTAL:	4,529.40
00391780	10/04/17	Sysco Food Service of	FOOD	1302277426	4700	FOOD	304.64
						CHECK TOTAL:	304.64
00391781	10/04/17	Z PIZZA INC	FOOD	1302277426	4700	FOOD	189.00
			FOOD	1302277426	4700	FOOD	100.00
			FOOD	1302277426	4700	FOOD	216.00
			FOOD	1302277426	4700	FOOD	207.00
			FOOD	1302277426	4700	FOOD	192.00
			FOOD	1302277426	4700	FOOD	100.00
			FOOD	1302277426	4700	FOOD	117.00
			FOOD	1302277426	4700	FOOD	180.00
			FOOD	1302277426	4700	FOOD	243.00
						CHECK TOTAL:	1,544.00
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	68,831.20
			GRAND TOTAL				68,831.20

SELECT Check ID's and Numbers: 763 ; Check Dates: 100517

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391782	10/05/17	Acorn Media	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	1,281.77
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	71.14
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	543.98
						CHECK TOTAL:	1,896.89
00391783	10/05/17	ACSA Foundation Educa	TRAVEL & CONFERENCE	0105091012	5220	TRAVEL & CONFERENCE	249.00
						CHECK TOTAL:	249.00
00391784	10/05/17	ACSA Foundation Educa	DUES & MEMBERSHIPS	0105011012	5310	DUES & MEMBERSHIPS	1,182.87
						CHECK TOTAL:	1,182.87
00391785	10/05/17	AreteLabs	MISC OUTSIDE VENDOR	0105011012	5860	MISC OUTSIDE VENDOR	165.00
						CHECK TOTAL:	165.00
00391786	10/05/17	ATM Specialty Services	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	1,850.00
			CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	3,180.14
						CHECK TOTAL:	5,030.14
00391787	10/05/17	BLICK ART MATERIALS	MATERIALS & SUPPLIES-INSTRUCT	0109017150	4310	MATERIALS & SUPPLIES-INS	188.45
						CHECK TOTAL:	188.45
00391788	10/05/17	BrightView Landscape S	LANDSCAPE/IRRIGATION	0108477408	5680	LANDSCAPE/IRRIGATION	2,019.00
			LANDSCAPE/IRRIGATION	0106477408	5680	LANDSCAPE/IRRIGATION	404.73
						CHECK TOTAL:	2,423.73
00391789	10/05/17	California Math League	MISC OUTSIDE VENDOR	0105011012	5860	MISC OUTSIDE VENDOR	90.00
						CHECK TOTAL:	90.00
00391790	10/05/17	CRISIS PREVENTION INST	DUES & MEMBERSHIPS	0104132750	5310	DUES & MEMBERSHIPS	150.00
						CHECK TOTAL:	150.00
00391791	10/05/17	Diversified Thermal Se	HVAC	0108477408	5660	HVAC	1,421.62
			HVAC	0105477408	5660	HVAC	5,038.00
						CHECK TOTAL:	6,459.62
00391792	10/05/17	Follett School Solutio	MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS	-836.49
			MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS	-398.11
			MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS	-473.48
			MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS	-13.06
			MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS	-32.13
			MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS	-1,110.36
			MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS	-19.76
			TEXTBOOKS	0102016300	4100	TEXTBOOKS	-1,419.85
			TEXTBOOKS	0102016300	4100	TEXTBOOKS	-110.55

SELECT Check ID's and Numbers: 760 ; Check Dates: 100517

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			TEXTBOOKS	0102016300	4100	TEXTBOOKS	-139.13
			MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS	-79.90
			MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS	-526.01
			TEXTBOOKS	0102016300	4100	TEXTBOOKS	-16.60
			MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS	2,883.39
			TEXTBOOKS	0102016300	4100	TEXTBOOKS	1,752.02
			MATERIALS & SUPPLIES-INSTRUCT	0102014100	4310	MATERIALS & SUPPLIES-INS	632.80
						CHECK TOTAL:	92.78
00391793	10/05/17	Go Rent-A-Van	CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	163.14
						CHECK TOTAL:	163.14
00391794	10/05/17	JENNIFER TONEY SPEECH	SEPTEMBER 2017	0104632900	5887	SPEECH THERAPY	4,675.00
						CHECK TOTAL:	4,675.00
00391795	10/05/17	Maintax	CUSTODIAL CONSUMABLES (PAPER)	0106477409	4360	CUSTODIAL CONSUMABLES (PA	77.58
						CHECK TOTAL:	77.58
00391796	10/05/17	Montgomery Hardware Co	OTHER MAINTENANCE SERVICES	0102477408	5692	OTHER MAINTENANCE SERVIC	756.94
						CHECK TOTAL:	756.94
00391797	10/05/17	NATIONAL ASSESSMENT &	MISC OUTSIDE VENDOR	0105011012	5860	MISC OUTSIDE VENDOR	40.00
						CHECK TOTAL:	40.00
00391798	10/05/17	Raster Print	MATERIALS & SUPPLIES-INSTRUCT	0105011075	4310	MATERIALS & SUPPLIES-INS	371.69
						CHECK TOTAL:	371.69
00391799	10/05/17	Southern Calif Gas Co.	SEPTEMBER 2017	0105477409	5510	UTILITIES - HEAT	16.27
						CHECK TOTAL:	16.27
00391800	10/05/17	The LaunchPad Therapy	SEPTEMBER 2017	0104632900	5885	OCCUPATIONAL THERAPY	2,587.50
						CHECK TOTAL:	2,587.50
00391801	10/05/17	Waste Management of OC	OCTOBER 2017	0108477409	5540	TRASH - UTILITIES	366.46
			OCTOBER 2017	0105477409	5540	TRASH - UTILITIES	1,339.54
			OCTOBER 2017	0107477409	5540	TRASH - UTILITIES	436.85
			OCTOBER 2017	0106477409	5540	TRASH - UTILITIES	466.15
			OCTOBER 2017	0102477409	5540	TRASH - UTILITIES	235.73
						CHECK TOTAL:	2,844.73
00391802	10/05/17	DC ARCHITECTS	ARCHITECTURAL DESIGN FEES	2507498410	6220	ARCHITECTURAL DESIGN FEE	237.50
						CHECK TOTAL:	237.50
00391803	10/05/17	MTGL INC.	BUILDING IMPROVEMENTS	4208498675	6230	BUILDING IMPROVEMENTS	3,600.00

LAGUNA BEACH USD 10/05/17 Commercial Check Register Page 3
THU, OCT 05, 2017, 8:23 AM --req: ADMIN-----leg: 76 ----loc: ISSTAFF----job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

SELECT Check ID's and Numbers: 760 ; Check Dates: 100517

<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:							3,600.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							33,298.83
GRAND TOTAL							33,298.83

SELECT Check ID's and Numbers: 763 ; Check Dates: 100617

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391804	10/06/17	A-Z Office Resource In	MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	672.45
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	522.24
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	311.66
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	115.64
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	181.79
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	86.35
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	6.07
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	53.45
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	281.93
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	10.78
						CHECK TOTAL:	2,242.36
00391805	10/06/17	Bearcom	EQUIPMENT - NEW	0108091005	4410	EQUIPMENT - NEW	2,837.97
						CHECK TOTAL:	2,837.97
00391806	10/06/17	Brain Pop	ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE	7,542.00
						CHECK TOTAL:	7,542.00
00391807	10/06/17	California School Boar	REGULATORY FEES	0101377100	5850	REGULATORY FEES	200.00
						CHECK TOTAL:	200.00
00391808	10/06/17	California School Publ	DUES & MEMBERSHIPS	0110377145	5310	DUES & MEMBERSHIPS	248.00
						CHECK TOTAL:	248.00
00391809	10/06/17	CALIFORNIA SCHOOLS EMP	OCTOBER 2017	0102017400	3401	HEALTH & WELFARE, CERTIF	18,621.52
			OCTOBER 2017	0102397400	3402	HEALTH & WELFARE, CLASSIF	9,171.80
			OCTOBER 2017	0102017400	3401	HEALTH & WELFARE, CERTIF	354.77
			OCTOBER 2017	0102397400	3402	HEALTH & WELFARE, CLASSIF	174.73
			OCTOBER 2017	0102017400	3401	HEALTH & WELFARE, CERTIF	2,328.18
			OCTOBER 2017	0102397400	3402	HEALTH & WELFARE, CLASSIF	1,146.72
						CHECK TOTAL:	31,797.72
00391810	10/06/17	Demco	GENERAL SUPPLIES-NON INSTRUCT	0106091008	4340	GENERAL SUPPLIES-NON INS	144.64
						CHECK TOTAL:	144.64
00391811	10/06/17	DIAMOND GLASS	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	6,538.08
			CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	1,362.37
			CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	3,128.47
						CHECK TOTAL:	11,028.92
00391812	10/06/17	IPEVO	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	1,013.39
						CHECK TOTAL:	1,013.39
00391813	10/06/17	Maintex	CUSTODIAL CONSUMABLES (PAPER)	0106477409	4360	CUSTODIAL CONSUMABLES (PA	-56.18

SELECT Check ID's and Numbers: 76@ ; Check Dates: 100617

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			CUSTODIAL CONSUMABLES (PAPER)	0106477409	4360	CUSTODIAL CONSUMABLES (PA	512.25
			CUSTODIAL CONSUMABLES (PAPER)	0106477409	4360	CUSTODIAL CONSUMABLES (PA	697.97
			CUSTODIAL CONSUMABLES (PAPER)	0106477409	4360	CUSTODIAL CONSUMABLES (PA	269.50
			CUSTODIAL CONSUMABLES (PAPER)	0106477409	4360	CUSTODIAL CONSUMABLES (PA	531.03
						CHECK TOTAL:	1,954.57
00391814	10/06/17	Orange County Therapy	SEPTEMBER 2017 - OT	0104632900	5885	OCCUPATIONAL THERAPY	700.00
			SEPTEMBER 2017	0104632900	5885	OCCUPATIONAL THERAPY	15,308.00
			SEPTEMBER 2017 - PT	0104632900	5886	PHYSICAL THERAPY	1,032.00
						CHECK TOTAL:	17,040.00
00391815	10/06/17	PAXTON/PATTERSON	MATERIALS & SUPPLIES-INSTRUCT	0102016300	4310	MATERIALS & SUPPLIES-INS	30,048.15
						CHECK TOTAL:	30,048.15
00391816	10/06/17	Verizon Wireless LA	SEPTEMBER 2017	0113457175	5930	MOBILE COMMUNICATIONS	2,143.85
						CHECK TOTAL:	2,143.85
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							108,241.57
GRAND TOTAL							108,241.57

SELECT Check ID's and Numbers: 768 ; Check Dates: 100917

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391817	10/09/17	Calconst Team Sports I	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0105315310 0105311075	4310 4310	MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS CHECK TOTAL:	3,436.46 1,750.00 5,186.46
00391818	10/09/17	CDW GOVERNMENT LLC	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES CHECK TOTAL:	57.78 57.78
00391819	10/09/17	Cintas Corporation Loc	GENERAL SUPPLIES-NON INSTRUCT	0105477408	4340	GENERAL SUPPLIES-NON INS CHECK TOTAL:	96.93 96.93
00391820	10/09/17	EasyTurf Inc.	LANDSCAPE/IRRIGATION	0108477408	5680	LANDSCAPE/IRRIGATION CHECK TOTAL:	5,816.30 5,816.30
00391821	10/09/17	Follett School Solutio	TEXTBOOKS	0102016300	4100	TEXTBOOKS CHECK TOTAL:	9,939.94 9,939.94
00391822	10/09/17	Frey Scientific	MATERIALS & SUPPLIES-INSTRUCT	0108015600	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	616.75 616.75
00391823	10/09/17	General Binding Corp	MISC REPAIR	0107011005	5690	MISC REPAIR CHECK TOTAL:	745.95 745.95
00391824	10/09/17	KRUGER TEAM SPORT	MATERIALS & SUPPLIES-INSTRUCT	0106011075	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	159.04 159.04
00391825	10/09/17	Laguna Graphic Arts In	OUTSIDE PRINTING	0106091008	5870	OUTSIDE PRINTING CHECK TOTAL:	1,683.06 1,683.06
00391826	10/09/17	McGill, Loryn Rachel	SEPTEMBER 2017	0104632900	5887	SPEECH THERAPY CHECK TOTAL:	875.00 875.00
00391827	10/09/17	Morris, Arthur & Claud	ALL OTHER LOCAL REVENUE	0100000000	8699	ALL OTHER LOCAL REVENUE CHECK TOTAL:	165.00 165.00
00391828	10/09/17	OCDE	JULY 2017 AUGUST 2017 SEPTEMBER 2017	0104542110 0104542110 0104542110	7142 7142 7142	IAA-PAYMENTS TO COUNTY O IAA-PAYMENTS TO COUNTY O IAA-PAYMENTS TO COUNTY O CHECK TOTAL:	8,577.34 8,577.34 8,577.34 25,732.02
00391829	10/09/17	Palos Sports	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	355.02 355.02
00391830	10/09/17	PT FOR KIDS	SEPTEMBER 2017	0104632900	5886	PHYSICAL THERAPY CHECK TOTAL:	1,890.00 1,890.00

SELECT Check ID's and Numbers: 760 ; Check Dates: 100917

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391831	10/09/17	Southern California Ed	OCTOBER 2017	0108477409	5520	LIGHT & POWER	8,328.66
						CHECK TOTAL:	8,328.66
00391832	10/09/17	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	6.45
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	6.45
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	63.04
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	511.23
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	291.51
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	398.73
			COPIER PAPER	0102397400	4312	COPIER PAPER	333.59
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	5.82
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	29.30
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	693.17
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	152.06
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	193.30
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	7.59
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	88.32
						CHECK TOTAL:	2,780.56

TOTAL FOR STOCK 76 Laguna Beach's check stock ID 64,428.47

GRAND TOTAL

64,428.47

SELECT Check ID's and Numbers: 76@ ; Check Dates: 101017

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391833	10/10/17	Apple Computer Inc.	EQUIPMENT-COMPUTER	0104613150	4460	EQUIPMENT-COMPUTER	512.37
			EQUIPMENT-COMPUTER	0104613150	4460	EQUIPMENT-COMPUTER	1,635.86
						CHECK TOTAL:	2,148.23
00391834	10/10/17	CDW GOVERNMENT LLC	EQUIPMENT - NEW	0113457175	4410	EQUIPMENT - NEW	799.45
						CHECK TOTAL:	799.45
00391835	10/10/17	Cintas Corporation Loc	GENERAL SUPPLIES-NON INSTRUCT	0107477408	4340	GENERAL SUPPLIES-NON INS	113.82
						CHECK TOTAL:	113.82
00391836	10/10/17	Fisher Science Educati	MATERIALS & SUPPLIES-INSTRUCT	0105011020	4310	MATERIALS & SUPPLIES-INS	1,953.05
						CHECK TOTAL:	1,953.05
00391837	10/10/17	Frey Scientific	MATERIALS & SUPPLIES-INSTRUCT	0108015600	4310	MATERIALS & SUPPLIES-INS	21.01
						CHECK TOTAL:	21.01
00391838	10/10/17	Ganahl Lumber	MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	65.20
			MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	35.19
						CHECK TOTAL:	100.39
00391839	10/10/17	Hayden McNeil	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	370.02
						CHECK TOTAL:	370.02
00391840	10/10/17	Medco Supply Co.	MATERIALS & SUPPLIES-INSTRUCT	0105011075	4310	MATERIALS & SUPPLIES-INS	777.25
			MATERIALS & SUPPLIES-INSTRUCT	0105011075	4310	MATERIALS & SUPPLIES-INS	6.33
						CHECK TOTAL:	783.58
00391841	10/10/17	Montgomery Hardware Co	OTHER MAINTENANCE SERVICES	0105477408	5692	OTHER MAINTENANCE SERVIC	1,150.00
			OTHER MAINTENANCE SERVICES	0105477408	5692	OTHER MAINTENANCE SERVIC	4,328.96
						CHECK TOTAL:	5,478.96
00391842	10/10/17	NATIONAL SPORTS APPARE	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	1,395.65
						CHECK TOTAL:	1,395.65
00391843	10/10/17	PITNEY BOWES GLOBAL FI	OCTOBER 2017	0102397400	5620	RENTAL EXPENSE	231.91
						CHECK TOTAL:	231.91
00391844	10/10/17	Prax Air	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	105.28
						CHECK TOTAL:	105.28
00391845	10/10/17	School Specialty Inc.	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	258.08
						CHECK TOTAL:	258.08
00391846	10/10/17	Southern Calif Gas Co.	SEPTEMBER 2017	0106477409	5510	UTILITIES - HEAT	122.54

SELECT Check ID's and Numbers: 763 ; Check Dates: 101017

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			SEPTEMBER 2017	0105477409	5510	UTILITIES - HEAT	123.45
			SEPTEMBER 2017	0105477409	5510	UTILITIES - HEAT	44.77
			SEPTEMBER 2017	0102477409	5510	UTILITIES - HEAT	24.92
			SEPTEMBER 2017	0102477409	5510	UTILITIES - HEAT	14.79
			SEPTEMBER 2017	0108477409	5510	UTILITIES - HEAT	32.30
			SEPTEMBER 2017	0102477409	5510	UTILITIES - HEAT	21.24
						CHECK TOTAL:	384.01
00391847	10/10/17	Southern California Ed	SEPTEMBER 2017	0105477409	5520	LIGHT & POWER	16,825.75
			SEPTEMBER 2017	0107477409	5520	LIGHT & POWER	24.86
			SEPTEMBER 2017	0102477409	5520	LIGHT & POWER	3,757.20
			SEPTEMBER 2017	0106477409	5520	LIGHT & POWER	14,593.86
			SEPTEMBER 2017	0107477409	5520	LIGHT & POWER	7,959.23
						CHECK TOTAL:	43,160.90
00391848	10/10/17	VocabularySpellingCity	SUBSCRIPTIONS	0108011005	4368	SUBSCRIPTIONS	254.25
						CHECK TOTAL:	254.25
00391849	10/10/17	VocabularySpellingCity	SUBSCRIPTIONS	0108011005	4368	SUBSCRIPTIONS	258.75
						CHECK TOTAL:	258.75
00391850	10/10/17	VS Athletics	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	217.24
						CHECK TOTAL:	217.24
00391851	10/10/17	Ward's Natural Science	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	153.22
						CHECK TOTAL:	153.22
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							58,187.80
GRAND TOTAL							58,187.80

SELECT Check ID's and Numbers: 760 ; Check Dates: 101217

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391852	10/12/17	A-Z Office Resource In	MATERIALS & SUPPLIES-INSTRUCT PRINTERS <\$250 & INK/SUPPLIES COPIER PAPER	0107011005 0107011005 0107011005	4310 4322 4312	MATERIALS & SUPPLIES-INS PRINTERS <\$250 & INK/SUP COPIER PAPER CHECK TOTAL:	110.42 75.06 262.20 447.68
00391853	10/12/17	ASICS AMERICA CORPORAT	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	335.57 335.57
00391854	10/12/17		OCTOBER 2017	0104602150	5877	PRESCHOOL TUITION CHECK TOTAL:	735.00 735.00
00391855	10/12/17	BLICK ART MATERIALS	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	499.76 499.76
00391856	10/12/17	Burnham Benefits Insur	OCTOBER 2017	0102397400	5831	CONSULTANTS-OTHER CHECK TOTAL:	5,000.00 5,000.00
00391857	10/12/17	CDW GOVERNMENT LLC	CONSULTANTS-COMPUTER SERVICES CONSULTANTS-COMPUTER SERVICES CONSULTANTS-COMPUTER SERVICES	0113457175 0113457175 0113457175	5832 5832 5832	CONSULTANTS-COMPUTER SER CONSULTANTS-COMPUTER SER CONSULTANTS-COMPUTER SER CHECK TOTAL:	11,034.02 -11,034.02 11,034.02 11,034.02
00391858	10/12/17	Cintas Corporation Loc	GENERAL SUPPLIES-NON INSTRUCT CONTRACT SERVICES GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT	0105477408 0106477408 0108477408 0107477408	4340 5610 4340 4340	GENERAL SUPPLIES-NON INS CONTRACT SERVICES GENERAL SUPPLIES-NON INS GENERAL SUPPLIES-NON INS CHECK TOTAL:	-113.72 1,250.00 60.46 25.18 1,221.92
00391859	10/12/17	Culver Newlin Inc.	EQUIPMENT - NEW EQUIPMENT - NEW	0107011005 0102477408	4340 4410	GENERAL SUPPLIES-NON INS EQUIPMENT - NEW CHECK TOTAL:	4,397.95 1,357.65 5,755.60
00391860	10/12/17	ExploreLearning LLC	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	2,750.00 2,750.00
00391861	10/12/17	Ganahl Lumber	PLUMBING REPAIRS MAINTENANCE SUPPLIES	0102477408 0106477408	5662 4362	PLUMBING REPAIRS MAINTENANCE SUPPLIES CHECK TOTAL:	22.91 35.61 58.52
00391862	10/12/17	Home Depot	PLUMBING REPAIRS PLUMBING REPAIRS PLUMBING REPAIRS MAINTENANCE SUPPLIES PLUMBING REPAIRS	0102477408 0102477408 0102477408 0108477408 0102477408	5662 5662 5662 4362 5662	PLUMBING REPAIRS PLUMBING REPAIRS PLUMBING REPAIRS MAINTENANCE SUPPLIES PLUMBING REPAIRS	30.02 54.76 23.75 141.17 292.55

SELECT Check ID's and Numbers: 760 ; Check Dates: 101217

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	78.86
			PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	28.62
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	213.81
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	128.22
			MAINTENANCE SUPPLIES	0107477408	4362	MAINTENANCE SUPPLIES	272.55
						CHECK TOTAL:	1,264.31
00391863	10/12/17	Hunnicuttt, Dawn	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	369.50
						CHECK TOTAL:	369.50
00391864	10/12/17	Johnstone Supply	MAINTENANCE SUPPLIES	0107477408	4362	MAINTENANCE SUPPLIES	423.85
						CHECK TOTAL:	423.85
00391865	10/12/17		EXTENDED SCHOOL YEAR 2017	0104632900	5878	PARENT REIMBURSEMENT (LE	4,699.69
						CHECK TOTAL:	4,699.69
00391866	10/12/17	OCDE	9/29 INTERPRETER TRAINING	0102013045	5220	TRAVEL & CONFERENCE	300.00
						CHECK TOTAL:	300.00
00391867	10/12/17	Premier Agendas Inc.	MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	878.94
						CHECK TOTAL:	878.94
00391868	10/12/17		OCTOBER 2017	0104602150	5877	PRESCHOOL TUITION	885.00
						CHECK TOTAL:	885.00
00391869	10/12/17	SECURE LIVE SCAN	FINGER PRINTING	0110397140	5845	FINGER PRINTING	440.00
						CHECK TOTAL:	440.00
00391870	10/12/17	Vernier Software & Tec	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	5,608.51
						CHECK TOTAL:	5,608.51
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	42,707.87
			GRAND TOTAL				42,707.87

SELECT Check ID's and Numbers: 760 ; Check Dates: 101317

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00391871	10/13/17	A-Z Office Resource In	MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	239.39
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	102.99
			MATERIALS & SUPPLIES-INSTRUCT	0107011005	4310	MATERIALS & SUPPLIES-INS	47.26
						CHECK TOTAL:	389.64
00391872	10/13/17	BEN'S MUSIC WORKSHOP I	MISC REPAIR	0102011190	5690	MISC REPAIR	788.00
						CHECK TOTAL:	788.00
00391873	10/13/17	CATHEDRAL HOME FOR CHI	SEPTEMBER 2017	0104632210	5889	OTHER THERAPY	5,546.40
			SEPTEMBER 2017	0104632210	5898	AB3632 ROOM & BOARD	7,710.00
						CHECK TOTAL:	13,256.40
00391874	10/13/17	CDW GOVERNMENT LLC	EQUIPMENT-COMPUTER	0105477408	4460	EQUIPMENT-COMPUTER	119.91
			EQUIPMENT-COMPUTER	0102477408	4460	EQUIPMENT-COMPUTER	119.91
			EQUIPMENT-COMPUTER	0105477408	4460	EQUIPMENT-COMPUTER	1,190.34
						CHECK TOTAL:	1,430.16
00391875	10/13/17	Certified Transportati	CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	770.30
						CHECK TOTAL:	770.30
00391876	10/13/17	Cortez-Redard, Ivonne	MILEAGE AUG - SEPT 2017	0102013045	5210	MILEAGE REIMBURSEMENT	127.33
						CHECK TOTAL:	127.33
00391877	10/13/17	Hunnicuttt, Dawn	GENERAL SUPPLIES-NON INSTRUCT	0105095060	4340	GENERAL SUPPLIES-NON INS	461.71
			GENERAL SUPPLIES-NON INSTRUCT	0105095060	4340	GENERAL SUPPLIES-NON INS	827.83
						CHECK TOTAL:	1,289.54
00391878	10/13/17	Jim's Music Center Inc	MISC REPAIR	0102011190	5690	MISC REPAIR	896.09
			MISC REPAIR	0102011190	5690	MISC REPAIR	271.54
						CHECK TOTAL:	1,167.63
00391879	10/13/17	Maintex	CUSTODIAL CONSUMABLES(PAPER)	0106477409	4360	CUSTODIAL CONSUMABLES(PA	62.10
						CHECK TOTAL:	62.10
00391880	10/13/17	Montgomery Hardware Co	OTHER MAINTENANCE SERVICES	0105477408	5692	OTHER MAINTENANCE SERVIC	5,254.43
			OTHER MAINTENANCE SERVICES	0105477408	5692	OTHER MAINTENANCE SERVIC	-4,351.91
						CHECK TOTAL:	902.52
00391881	10/13/17	Office Depot	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	6.78
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4322	PRINTERS <\$250 & INK/SUP	320.69
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	102.38
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	72.52
			GENERAL SUPPLIES-NON INSTRUCT	0104072000	4340	GENERAL SUPPLIES-NON INS	87.16
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	43.30

SELECT Check ID's and Numbers: 760 ; Check Dates: 101317

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	2.36
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	112.39
			GENERAL SUPPLIES-NON INSTRUCT	0105477408	4340	GENERAL SUPPLIES-NON INS	566.00
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	26.67
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	3.81
			GENERAL SUPPLIES-NON INSTRUCT	0104072000	4340	GENERAL SUPPLIES-NON INS	148.76
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	6.45
						CHECK TOTAL:	1,499.27
00391882	10/13/17	School Specialty Inc.	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	703.70
						CHECK TOTAL:	703.70
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							22,386.59
GRAND TOTAL							22,386.59

Laguna Beach Unified School District

12.i. CONSENT/ACTION

October 23, 2017

**Approval: Ratification of Certificated Payroll 3A in the Amount of \$2,383,226.14
 Ratification of Classified Payroll 3B in the Amount of \$685,647.39
 Ratification of Classified Payroll 3C in the Amount of \$3,420.00**

Proposal

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

1. Certificated Payroll 3A in the amount of \$2,383,226.14; and,
2. Classified Payroll 3B in the amount of \$685,647.39; and,
3. Certificated Payroll 3C in the amount of \$3,420.00 for the month of September 2017 totaling \$3,072,293.53.

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 3A in the amount of \$2,383,226.14; and,
2. Classified Payroll 3B in the amount of \$685,647.39; and,
3. Certificated Payroll 3C in the amount of \$3,420.00 for the month of September 2017 totaling \$3,072,293.53.

Laguna Beach Unified School District

13. INFORMATION

October 23, 2017

Technology Update

Proposal

Staff will present an update to the Board of Education regarding the status of technology initiatives in LBUSD. These initiatives have assured progress toward instructional and infrastructure/support.

Background

Technology Services will present information regarding the 2017-2018 school year to improve support, technology integration, and usage to further the mission and vision of LBUSD.

Budget Impact

There is no budget impact.

Recommended Action

This presentation is for information only.

Laguna Beach Unified School District

14. INFORMATION

October 23, 2017

First Quarter Report of Uniform Complaints for the Williams Case Settlement

Proposal

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

Background

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

The First Quarter Report recaps the number of Uniform Complaints received by the District in the three areas governed by the Williams Case Settlement for the period of July – September 2017. The three targeted areas are:

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

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

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

The District's report is as follows:

Report Period:	<u>Quarter #1 - July 1 to September 30, 2017</u>
Number of Complaints Received:	<u>None.</u>
Nature of Complaints:	<u>None.</u>
Resolution of Complaints:	<u>None.</u>
Report to Board of Education:	<u>October 23, 2017</u>

Budget Impact

There is no budget impact to this item.

Recommended Action

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

Laguna Beach Unified School District

15. INFORMATION

October 23, 2017

Monthly Financial Update

Proposal

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

Background

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

The Monthly Financial Update consists of all the District's funds and special reports for services.

Budget Impact

There is no budget impact for this report.

Recommended Action

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

LAGUNA BEACH UNIFIED SCHOOL DISTRICT
MONTHLY FINANCIAL STATEMENT
AS OF SEPTEMBER 30, 2017

	Adopted Budget @ 07/01/2017	Receipts/ Expenditures YTD	Percent YTD
REVENUES			
Property Taxes/LCFF Hold Harmless/Prop. 30	51,960,080	2,072,739	4%
Federal Revenues	864,148	61,819	7%
Other State Revenues	2,535,231	186,991	7%
Other Local Revenues	2,816,789	315,159	11%
Interfund Transfers In	125,000	0	0%
TOTAL REVENUE	58,301,248	2,636,707	5%
EXPENDITURES			
Certificated Salaries	22,298,798	3,071,240	14%
Classified Salaries	8,333,721	896,872	11%
Employee Benefits	11,926,262	2,065,608	17%
Books & Supplies	2,607,610	815,630	31%
Services and Operating Services	8,548,167	1,850,448	22%
Capital Outlay	1,195,549	382,202	32%
Other Outgo	411,096	60,245	15%
Transfers Out	2,265,000	165,000	7%
TOTAL EXPENDITURES	57,586,203	9,307,246	16%
ADJUSTED BEGINNING BALANCE AS OF 7/1/2017	<u>\$ 7,466,970</u>		
SURPLUS / DEFICIT SPENDING	<u>715,045</u>		
ENDING FUND BALANCE PROJECTED FOR 6/30/2018	<u>\$ 8,182,015</u>		

SPECIAL PROGRAM EXPENDITURES REPORTING

Special Education	8,519,284	964,691	11%
Technology	2,471,632	963,167	39%
4CLE	700,000	394,721	56%
Ongoing & Major Maintenance Account	2,561,975	584,593	23%
Capital Improvement Plan	2,695,000	231,181	9%
Facilities Repair & Replacement Program	1,561,230	418,924	27%

LAGUNA BEACH UNIFIED SCHOOL DISTRICT
COMPONENTS OF ENDING FUND BALANCE
FISCAL YEAR 2017-2018

ADOPTED BUDGET WITH UNAUDITED ACTUAL ADJUSTED BEGINNING BALANCE

General Fund	
ADOPTED BEGINNING FUND BALANCE (6/27/2017)	\$ 5,620,846
2016-17 YEAR-END ADJUSTMENT (8/22/2017)	1,846,124
ADJUSTED BEGINNING BALANCE AS OF 7/1/2017	<u>\$ 7,466,970</u>
SURPLUS / DEFICIT SPENDING	<u>715,045</u>
ENDING FUND BALANCE PROJECTED FOR 6/30/2018	<u>\$ 8,182,015</u>

Nonspendable - (Revolving Cash)

Revolving Cash	\$	50,000
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Restricted - (Categorical Programs)

Medi-Cal Billing Option		14,835
College Readiness Block Grant		60,083
Routine Restricted Maintenance (4%)		2,605,384

Committed

Assigned

Carryover for Unrestricted Programs		567,372
Potential One-Time Expenditures Including:		1,884,341
District Goals, Textbooks, Special Education		
Facilities, Common Core, and Litigation		

Unassigned / Unappropriated

Reserve for Economic Uncertainties = 5%		3,000,000
State required reserve for economic uncertainty 3%		
Local requirement under Policy 3101: Financial Reserves 2%		

Fund Balance		<u><u>\$ 8,182,015</u></u>
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LAGUNA BEACH UNIFIED SCHOOL DISTRICT
MONTH ENDING CASH BALANCE
AS OF SEPTEMBER 30, 2017

	Revenue	Expenditures	Assets/Liability Changes	Monthly Cash Flow Change	Month Ending Cash Balance
7/1/2017					7,543,615.45
JULY	646,578.38	(1,744,089.37)	(1,032,817.39)	(2,130,328.38)	5,413,287.07
AUGUST	325,386.62	(2,847,676.76)	(77,080.87)	(2,599,371.01)	2,813,916.06
SEPTEMBER *	1,664,741.84	(4,715,479.57)	6,457,988.20	3,407,250.47	6,221,166.53
OCTOBER					
NOVEMBER					
DECEMBER *					
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
YTD	2,636,706.84	(9,307,245.70)	5,348,089.94	(1,322,448.92)	

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

			CalPERS "CERBT" Trust for OPEB	
			Contributions	Quarter Ending Balance
			2017-18	
	Month Ending Cash Balance	Projected Ending Fund Balance	As of:	
			Dec. 8, '15	2,000,000.00
FUND 01	\$ 6,221,166.53	\$ 8,182,015.00	Dec. 31, '15	1,992,366.86
FUND 11	58,020.25	19,099.00	Jan. 13, '16	193,539.00
FUND 13	166,305.44	42,021.00	Mar. 31, '16	2,269,242.75
FUND 17	10,161,228.92	16,250,087.00	June 30, '16	2,336,219.11
FUND 25	313,329.96	319,602.00	Sept 30, '16	2,385,154.37
FUND 4040	88,004.35	(154,955.00)	Dec 31, '16	2,325,276.97
FUND 4041	5,235,035.77	5,140,920.00	Jan 31, '17	264,284.00
FUND 4042	3,100,135.10	1,845,621.00	Mar 31, '17	2,654,488.79
	\$ 25,343,226.32	\$ 31,644,410.00	Jun 30, '17	2,704,831.27

INTERFUND TRANSFERS

Transferred from Special Reserve Capital Outlay to:

General Fund from Aliso Property (Fund 4041)	125,000	0	0%
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Transferred from General Fund to:

Cafeteria Fund (Fund 13)	165,000	165,000	100%
Special Reserve for Capital Outlay - Facilities Repair & Replacement Program (Fund 4040)	900,000	0	0%
Special Reserve for Capital Outlay - Capital Improvement Plan (Fund 4042)	1,200,000	0	0%

FUND DESCRIPTIONS

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

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

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

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

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

YTD For Month Ending: 09/30/2017

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	6,221,166.53	
REVOLVING CASH ACCOUNT	9130	50,000.00	
ACCOUNTS RECEIVABLE MANUAL	9205	12,949.74	
DUE FROM GRANTOR GOVERNMENTS	9290	722,405.28	
MID MONTH PAYROLL	9360	141,734.48	
Total Assets:			7,148,256.03
LIABILITIES			
ACCOUNTS PAYABLE MANUAL	9510	26,950.23	
ACCTS PAY AUTOMATIC	9519	323,550.68	
CA USE TAX LIABILITY	9552	1,323.76	
DUE TO OTHER FUNDS	9610	6,000,000.00	
Total Liabilities:		6,351,824.67	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	7,466,970.22	
Total Beginning Fund Balance:		7,466,970.22	
Excess Revenue Over Expenditures:		-6,670,538.86	
Total Fund Balance:		796,431.36	
Total Liabilities & Fund Balance:			7,148,256.03
Difference (Error):			0.00

LAGUNA BEACH USD
GL275 Income Statement
Subfund: 0101 GENERAL FUND
YTD For Month Ending: 09/30/2017

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	392,277.80	
Property Tax	(8020-8079)	1,680,460.86	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	61,818.59	
Other State Revenue	(8300-8599)	186,990.81	
Other Local Revenue	(8600-8799)	315,158.78	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			2,636,706.84
EXPENDITURES			
Certificated Salaries	(1000-1999)	3,071,239.74	
Classified Salaries	(2000-2999)	896,872.39	
Employee Benefits	(3000-3999)	2,065,608.16	
Supplies and Services	(4000-5999)	2,666,078.36	
Capital Outlays	(6000-6999)	382,201.95	
Other Outgo	(7000-7399)	60,245.10	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	165,000.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			9,307,245.70
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			-6,670,538.86
BEGINNING FUND BALANCE (9791)		7,466,970.22	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			7,466,970.22
ENDING FUND BALANCE			796,431.36

LAGUNA BEACH USD
GL 220 Balance Sheet
Subfund: 1111 ADULT EDUCATION
YTD For Month Ending: 09/30/2017

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	58,020.25	
Total Assets:			58,020.25
LIABILITIES			
Total Liabilities:		0.00	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	67,634.45	
Total Beginning Fund Balance:		67,634.45	
Excess Revenue Over Expenditures:		-9,614.20	
Total Fund Balance:		58,020.25	
Total Liabilities & Fund Balance:			58,020.25
Difference (Error):			0.00

LAGUNA BEACH USD
GL275 Income Statement
Subfund: 1111 ADULT EDUCATION
YTD For Month Ending: 09/30/2017

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	149.66	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			149.66
EXPENDITURES			
Certificated Salaries	(1000-1999)	4,172.82	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	694.99	
Supplies and Services	(4000-5999)	4,896.05	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			9,763.86
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			-9,614.20
BEGINNING FUND BALANCE (9791)		67,634.45	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			67,634.45
ENDING FUND BALANCE			58,020.25

LAGUNA BEACH USD
GL 220 Balance Sheet
Subfund: 1313 CAFETERIA

YTD For Month Ending: 09/30/2017

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	166,305.44	
STORES-CAFETERIA FUND ONLY	9321	8,142.65	
Total Assets:			174,448.09
LIABILITIES			
Total Liabilities:		0.00	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	46,273.13	
Total Beginning Fund Balance:		46,273.13	
Excess Revenue Over Expenditures:		128,174.96	
Total Fund Balance:		174,448.09	
Total Liabilities & Fund Balance:			174,448.09
Difference (Error):			0.00

LAGUNA BEACH USD
GL275 Income Statement
Subfund: 1313 CAFETERIA
YTD For Month Ending: 09/30/2017

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	8,228.04	
Interfund Transfers In	(8910-8929)	165,000.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			173,228.04
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	26,127.20	
Employee Benefits	(3000-3999)	5,529.18	
Supplies and Services	(4000-5999)	13,396.70	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			45,053.08
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			128,174.96
BEGINNING FUND BALANCE (9791)		46,273.13	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			46,273.13
ENDING FUND BALANCE			174,448.09

LAGUNA BEACH USD

GL 220 Balance Sheet

Subfund: 1717 Special Reserve Other Than C/O

YTD For Month Ending: 09/30/2017

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	10,161,228.92	
DUE FROM OTHER FUNDS	9310	6,000,000.00	
Total Assets:			16,161,228.92
FUND BALANCE			
BEGINNING FUND BALANCE	9791	16,133,086.62	
Total Beginning Fund Balance:		16,133,086.62	
Excess Revenue Over Expenditures:		28,142.30	
Total Fund Balance:		16,161,228.92	
Total Liabilities & Fund Balance:			16,161,228.92
Difference (Error):			0.00

LAGUNA BEACH USD

GL275 Income Statement

Subfund: 1717 Special Reserve Other Than C/O

YTD For Month Ending: 09/30/2017

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	28,142.30	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			28,142.30
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	0.00	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			0.00
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			28,142.30
BEGINNING FUND BALANCE (9791)		16,133,086.62	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE		16,133,086.62	
ENDING FUND BALANCE		16,161,228.92	

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

YTD For Month Ending: 09/30/2017

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	313,329.96	
ACCOUNTS RECEIVABLE MANUAL	9205	12,628.00	
Total Assets:			325,957.96
LIABILITIES			
ACCOUNTS PAYABLE MANUAL	9510	27,193.00	
Total Liabilities:		27,193.00	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	283,101.61	
Total Beginning Fund Balance:		283,101.61	
Excess Revenue Over Expenditures:		15,663.35	
Total Fund Balance:		298,764.96	
Total Liabilities & Fund Balance:			325,957.96
Difference (Error):			0.00

LAGUNA BEACH USD
GL275 Income Statement
Subfund: 2525 CAPITAL FACILITIES
YTD For Month Ending: 09/30/2017

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	36,449.10	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			36,449.10
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	1,758.00	
Capital Outlays	(6000-6999)	19,027.75	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			20,785.75
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			15,663.35
BEGINNING FUND BALANCE (9791)		283,101.61	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			283,101.61
ENDING FUND BALANCE			298,764.96

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

YTD For Month Ending: 09/30/2017

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	88,004.35	
Total Assets:			88,004.35
LIABILITIES			
Total Liabilities:		0.00	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	500,275.03	
Total Beginning Fund Balance:		500,275.03	
Excess Revenue Over Expenditures:		-412,270.68	
Total Fund Balance:		88,004.35	
Total Liabilities & Fund Balance:			88,004.35
Difference (Error):			0.00

LAGUNA BEACH USD
GL275 Income Statement
Subfund: 4040 SPECIAL RESERVE
YTD For Month Ending: 09/30/2017

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	6,653.72	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			6,653.72
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	0.00	
Capital Outlays	(6000-6999)	418,924.40	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			418,924.40
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			-412,270.68
BEGINNING FUND BALANCE (9791)		500,275.03	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			500,275.03
ENDING FUND BALANCE			88,004.35

LAGUNA BEACH USD
GL 220 Balance Sheet
Subfund: 4041 Special Reserve Aliso Property
YTD For Month Ending: 09/30/2017

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	5,235,035.77	
Total Assets:			5,235,035.77
FUND BALANCE			
BEGINNING FUND BALANCE	9791	5,225,919.77	
Total Beginning Fund Balance:		5,225,919.77	
Excess Revenue Over Expenditures:		9,116.00	
Total Fund Balance:		5,235,035.77	
Total Liabilities & Fund Balance:			5,235,035.77
Difference (Error):			0.00

LAGUNA BEACH USD
GL275 Income Statement
Subfund: 4041 Special Reserve Aliso Property
YTD For Month Ending: 09/30/2017

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	9,116.00	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			9,116.00
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	0.00	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			0.00
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			9,116.00
BEGINNING FUND BALANCE (9791)		5,225,919.77	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			5,225,919.77
ENDING FUND BALANCE			5,235,035.77

LAGUNA BEACH USD
GL 220 Balance Sheet
Subfund: 4042 Special Reserve Cap Imp plan
YTD For Month Ending: 09/30/2017

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	3,100,135.10	
Total Assets:			3,100,135.10
LIABILITIES			
Total Liabilities:		0.00	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	3,325,621.16	
Total Beginning Fund Balance:		3,325,621.16	
Excess Revenue Over Expenditures:		-225,486.06	
Total Fund Balance:		3,100,135.10	
Total Liabilities & Fund Balance:			3,100,135.10
Difference (Error):			0.00

LAGUNA BEACH USD
GL275 Income Statement
Subfund: 4042 Special Reserve Cap Imp plan
YTD For Month Ending: 09/30/2017

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	5,695.19	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			5,695.19
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	0.00	
Capital Outlays	(6000-6999)	231,181.25	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			231,181.25
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			-225,486.06
BEGINNING FUND BALANCE (9791)		3,325,621.16	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			3,325,621.16
ENDING FUND BALANCE			3,100,135.10

Laguna Beach Unified School District

16. ACTION

October 23, 2017

Board Policies – First Reading of Board Policies

Proposal

On October 6, 2017, the Board of Education held a special meeting to review and discuss the policies listed below. The Superintendent recommends a first reading by the Board of Education of the same Board policies. The Board may waive a second reading or require an additional reading if necessary. Board policies are brought forward for a first reading by the Board, as described in Board Bylaw 9310.

	Policy/Bylaw	Title	Comment
1.	1312.3	Uniform Complaint Procedures	Update current policy.
2.	3230	Federal Grant Fund	New Policy for LBUSD.
3.	3312	Contracts	New Policy for LBUSD.
4.	3513.3	Tobacco-Free Schools	Update current policy.
5.	3516	Emergency Plans	New Policy for LBUSD.
6.	3541.2	Transportation for Students with Disabilities	New Policy for LBUSD.
7.	3554	Other Food Sales	New Policy for LBUSD.
8.	4030	Nondiscrimination in Employment	Update current policy.
9.	4119.11/4219.11/4319.11	Sexual Harassment	Update current policy.
10.	5020	Parent Rights and Responsibilities	New Policy for LBUSD. Delete BP 5020: Hazing
11.	5113	Absences and Excuses	New Policy for LBUSD.
12.	5121	Grades/Evaluation of Student Achievement	New Policy for LBUSD. Delete BP 6011: Evaluation of Pupil Achievement and Appeal of Final Grades

13.	5131.1	Bus Conduct	New Policy to align with CSBA numbering system. Delete 5018: Bus Conduct
14.	5131.7	Weapons and Dangerous Instruments	New Policy for LBUSD.
15.	5131.9	Academic Honesty	New Policy to align with CSBA numbering system. Delete 5038: Academic Honesty
16.	5141.3	Health Examinations	New Policy to align with CSBA numbering system. Delete 5006: Health Examinations
17.	5145.2	Freedom of Speech	New Policy for LBUSD.
18.	5145.7	Sexual Harassment	New Policy for LBUSD.
19.	6143	Course of Study	New Policy for LBUSD.
20.	6159	Individuals with Exceptional Needs	New Policy to align with CSBA numbering system. Delete 6020: Individuals with Exceptional Needs
21.	6159.1	Procedural Safeguards and Complaints for Special Education	New Policy for LBUSD.
22.	6159.2	Nonpublic, Nonsectarian School and Agency Services for Special Education	New Policy for LBUSD.
23.	6159.3	Appointment of Surrogate Parent for Special Education Students	New Policy for LBUSD.
24.	6164.4	Identification and Evaluation of Individuals for Special Education	New Policy for LBUSD.
25.	6164.6	Identification and Education Under Section 504	New Policy for LBUSD.
26.	6179	Supplemental Instruction	New Policy for LBUSD.

27.	6200	Adult Education	New Policy for LBUSD.
28.	9323	Meeting Conduct	Update current policy.

Recommended Action

Staff recommends the Board review, discuss, and amend policies as needed and move them forward for a second reading and approval.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

UNIFORM COMPLAINT PROCEDURES

BP 1312.3

Community Relations

The Governing Board recognizes that the District has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early, informal resolution of complaints whenever possible and appropriate. To resolve complaints which cannot be resolved through such informal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

The District's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging District violation of applicable state or federal law or regulations governing adult education programs, after school education and safety programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, special education programs, consolidated categorical aid programs, and any other district-implemented program which is listed in Education Code 64000(a) (5 CCR 4610).
2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any student, employee, or other person in District programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics
3. Any complaint alleging District noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student
4. Any complaint alleging District noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities
5. Any complaint alleging District noncompliance with legal requirements related to the implementation of the local control and accountability plan
6. Any complaint, by or on behalf of any student who is a foster youth, alleging District noncompliance with any legal requirement applicable to the student regarding placement

decisions, the responsibilities of the District's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, alleging District noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements
8. Any complaint, by or on behalf of a former juvenile court school student who transfers into the district after his/her second year of high school, alleging district noncompliance with any requirement applicable to the student regarding the award of partial credit for coursework satisfactorily completed in the juvenile court school or the grant of an exemption from Board-imposed graduation requirements
9. Any complaint alleging District noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions
10. Any complaint alleging District noncompliance with the physical education instructional minutes requirement for students in elementary school
11. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy
12. Any other complaint subject to this procedure as specified in a district policy.

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The District shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. As appropriate for any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep confidential the identity of the complainant and/or the subject of the complaint if he/she is different from the complainant, as long as the integrity of the complaint process is maintained.

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints. All such records shall be destroyed in accordance with applicable state law and District policy.

Non-UCP Complaints

The following complaints shall not be subject to the District's UCP but shall be referred to the specified agency:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.
4. Any complaint alleging fraud shall be referred to the California Department of Education.

In addition, the District's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

222 Reasonable accommodations; lactating students

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32289 School safety plan, uniform complaint procedures

35186 Williams uniform complaint procedures

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-49013 Student fees

49060-49079 Student records
49069.5 Rights of parents
49490-49590 Child nutrition programs
51210 Courses of study grades 1-6
51223 Physical education, elementary schools
51225.1-51225.2 Foster youth and homeless children; course credits; graduation requirements
51228.1-51228.3 Course periods without educational content
52060-52077 Local control and accountability plan, especially
52075 Complaint for lack of compliance with local control and accountability plan requirements
52160-52178 Bilingual education programs
52300-52490 Career technical education
52500-52616.24 Adult schools
52800-52870 School-based program coordination
54400-54425 Compensatory education programs
54440-54445 Migrant education
54460-54529 Compensatory education programs
56000-56867 Special education programs
59000-59300 Special schools and centers
64000-64001 Consolidated application process
GOVERNMENT CODE
11135 Nondiscrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act
PENAL CODE
422.55 Hate crime; definition
422.6 Interference with constitutional right or privilege

Date Policy Adopted by the Board: May 28, 2013
(Replaced BP 6009)

Date Policy Revised:
August 25, 2015
May 10, 2016
Date Revised:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

FEDERAL GRANT FUNDS

BP 3230

Business and Noninstructional Operations

The Governing Board recognizes the district's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The district shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 2 CFR 200.0-200.521 and any stricter state laws and district policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the district's financial management systems and procedures provide for the following:

1. Identification in district accounts of each federal award received and expended and the federal program under which it was received
2. Accurate, current, and complete disclosure of the financial and performance results of each federal award or program in accordance with the reporting requirements of 2 CFR 200.327 and 200.328
3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest
4. Effective controls and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes
5. Comparison of actual expenditures with budgeted amounts for each federal award
6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305

7. Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

The Superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the district can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award.

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

The district shall submit performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met if applicable, cost information to demonstrate cost effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted within 90 days after the ending date of the grant.

Legal Reference:

EDUCATION CODE

42122-42129 Budget requirements

CODE OF FEDERAL REGULATIONS, TITLE 2

180.220 Amount of contract subject to suspension and debarment rules

200.0-200.521 Federal uniform grant guidance, especially:

200.1-200.99 Definitions

200.100-200.113 General provisions

200.317-200.326 Procurement standards

200.327-200.329 Monitoring and reporting

200.333-200.337 Record retention

200.400-200.475 Cost principles

200.500-200.521 Audit requirements

CODE OF FEDERAL REGULATIONS, TITLE 34

76.730-76.731 Records related to federal grant programs

CODE OF FEDERAL REGULATIONS, TITLE 48

2.101 Federal acquisition regulation; definitions

Date Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

CONTRACTS

BP 3312

Business and Noninstructional Operations

The Governing Board recognizes its responsibility to enter into contracts on behalf of the district for the acquisition of equipment, supplies, services, and other resources necessary for the achievement of district goals. In exercising this authority to enter into a contract, the Board shall ensure that the district's interest is protected and that the terms of the contract conform to applicable legal standards, including the bidding requirements in Public Contract Code 20111.

The Board may, by a majority vote, delegate to the Superintendent or designee the authority to enter into contracts on behalf of the district. To be valid or to constitute an enforceable obligation against the district, all such contracts must be approved and/or ratified by the Board.

Every contract entered into on behalf of the district shall be made available for public inspection, except when the law prohibits disclosure. No contract shall prohibit a district employee from disparaging the goods or services of any contracting party.

Contracts for Non-nutritious Foods or Beverages

The district shall not enter into or renew a contract for the sale of foods or beverages that do not meet applicable nutritional standards specified in Education Code 49431-49431.7, 5 CCR 15500-15501 or 15575-15578, or 7 CFR 210.11 or 220.12, unless the contract specifies that such sale will occur off campus or outside the time restriction specified in the applicable law.

Before the district enters into or renews a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, or non-nutritious foods as defined in law, the Board shall ensure that the district has sufficient internal controls in place to protect the integrity of public funds and to ensure that funds raised as a result of the contract benefit public education.

The Superintendent or designee shall develop the district's internal control procedures to protect the integrity of public funds. Such internal controls may include, but not be limited to, the following:

1. Procedures that produce accurate and reliable financial statements and, at the same time, safeguard the assets, financial resources, and integrity of every employee responsible for handling money or property. Control systems shall be systematically evaluated and revised to keep pace with the changing responsibilities of management.

2. Procedures to ensure that district personnel do not handle cash or product at the school site. The contract shall specify that the vendor stock the machines and shall provide cash accounting, along with a check, for district proceeds directly to the control office.

To ensure that funds raised by the contract benefit district schools and students:

1. The Superintendent or designee may invite parents/guardians, students, staff, and interested community members to make recommendations regarding the contract, including recommendations as to how the funds will be spent in a manner that benefits public education.

2. Prior to ratifying the contract, the Board shall designate the specific programs and activities that will be funded by the proceeds of the contract and consider how the contract reflects the district's vision and goals.

3. The contract shall specify that the contractor report, on a quarterly basis, to the Superintendent or designee the number of food items or beverages sold within the district and the amount of money raised by the sales. The Superintendent or designee shall report these amounts to the Board on a regular basis.

4. The Superintendent or designee shall ensure that the contract does not limit the ability of student and parent organizations to plan and operate fundraising activities.

Any contract for the sale or advertisement of non-nutritious foods or carbonated or non-nutritious beverages shall be entered into on a competitive bid basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal.

The Board shall not enter into or renew any contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, or non-nutritious foods until parents/guardians, students, and members of the public have had an opportunity to comment on the contract at a public hearing held during a regularly scheduled Board meeting. The Board shall clearly, and in a manner recognizable to the general public, identify in the agenda the contract to be discussed at the meeting.

The public hearing shall include, but not be limited to, a discussion of the nutritional value of foods and beverages sold within the district; the availability of fresh fruit, vegetables, and grains in school meals and snacks, including locally grown and organic produce; the amount of fat, sugar, and additives in the foods and beverages discussed; and barriers to student participation in school breakfast and lunch programs.

The contract shall be accessible to the public and may not include a confidentiality clause that would prevent the district or a district school from making any part of the contract public.

Contracts for Electronic Products or Services

The Board shall not enter into a contract for electronic products or services that requires the dissemination of advertising to students, unless the Board:

1. Enters into the contract at a noticed, public hearing of the Board.
2. Makes a finding that the electronic product or service is or would be an integral component of the education of students.
3. Makes a finding that the district cannot afford to provide the electronic product or service unless it contracts to permit dissemination of advertising to students.
4. As part of the district's normal, ongoing communication to parents/guardians, provides written notice that the advertising will be used in the classroom or other learning center.
5. Offers parents/guardians the opportunity to request in writing that their child not be exposed to the program that contains the advertising. A request shall be honored for the school year in which it is submitted, or longer if specified, but may be withdrawn by the parents/guardians at any time.

Contracts for Digital Storage and Maintenance of Student Records

The district may enter into or renew a contract with a third party for the purpose of providing services, including cloud-based services, for the digital storage, management, and retrieval of student records and/or to provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use student records. For these purposes, student records include any information maintained by the district that is directly related to a student and any information acquired directly from the student through the use of

instructional software or applications assigned to the student by a teacher or other district employee, and do not include de-identified information.

Any such contract shall contain all of the following:

1. A statement that student records continue to be the property of and under the control of the district
2. If applicable, a description of the means by which students may retain possession and control of their own student-generated content, as defined in Education Code 49073.1, including options by which a student may transfer student-generated content to a personal account
3. A prohibition against the third party using any information in the student record for any purpose other than those required or specifically permitted by the contract
4. A description of the procedures by which a parent/guardian or a student age 18 years or older may review personally identifiable information in the student's records and correct erroneous information
5. A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of student records
6. A description of the procedures for notifying the affected parent/guardian, or the affected student if age 18 years or older, in the event of an unauthorized disclosure of the student's records
7. A certification that a student's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced, except that these requirements shall not apply to student-generated content if the student chooses to establish or maintain an account with the third party for the purpose of storing that content
8. A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act, 20 USC 1232g
9. A prohibition against the third party using personally identifiable information in student records to engage in targeted advertising

Contracts for Personal Services

In order to achieve cost savings, the district may enter into or renew a contract for any personal service that is currently or customarily performed by classified employees, if the contract does not displace school district employees and meets other conditions specified in Education Code 45103.1. To enter into or renew such a contract, the Board shall ensure that the district meets the numerous conditions specified in Education Code 45103.1, and any collective bargaining obligations.

In addition, the district may enter into or renew any contract for personal service without meeting the conditions described above, if any of the following conditions exists:

1. The contract is for new district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
2. The services contracted are not available within the district, cannot be performed satisfactorily by district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the district.
3. The services are incidental to a contract for the purchase or lease of real or personal property, including, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
4. The district's policy, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary district hiring process.
5. The nature of the work is such that the criteria for emergency appointments, as defined in Education Code 45103.1, apply.
6. The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the district in the location where the services are to be performed.
7. The services are of such an urgent, temporary, or occasional nature that the delay that would result from using the district's regular or ordinary hiring process would frustrate their very purpose.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

14505 Provisions required in contracts for audits

17250.10-17250.55 Design-build contracts

17595-17606 Contracts

35182.5 Contract prohibitions

45103.1 Personal services contracts

45103.5 Contracts for management consulting service related to food service

49073.1 Contract requirements for digital storage, maintenance and retrieval of student records

49431-49431.7 Nutritional standards

CODE OF CIVIL PROCEDURE

685.010 Rate of interest

GOVERNMENT CODE

12990 Nondiscrimination and compliance employment programs

53260 Contract provision re maximum cash settlement

53262 Ratification of contracts with administrative officers

LABOR CODE

1775 Penalties for violations

1810-1813 Working hours

PUBLIC CONTRACT CODE

4100-4114 Subletting and subcontracting fair practices

7104 Contracts for excavations; discovery of hazardous waste

7106 Noncollusion affidavit

20111 Contracts over \$50,000; contracts for construction; award to lowest responsible bidder

20104.50 Construction Progress Payments

22300 Performance retentions

CODE OF REGULATIONS, TITLE 5

15500 Food sales by student organizations

15501 Sales in high schools and junior high schools

15575-15578 Food and beverage requirements outside of the federal school meal programs

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX, discrimination

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

Date Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

TOBACCO-FREE SCHOOLS

Updated policy, replacing current version

BP 3513.3

Business and Noninstructional Operations

The Governing Board recognizes that smoking and other uses of tobacco and nicotine products constitute a serious public health hazard and are inconsistent with district goals to provide a healthy environment for students and staff.

The Board prohibits smoking and/or the use of tobacco products at any time in district-owned or leased buildings, on district property, and in district vehicles.

These prohibitions apply to all employees, students, and visitors at any school-sponsored instructional program, activity, or athletic event held on or off district property. Any written joint use agreement governing community use of district facilities or grounds shall include notice of the district's tobacco-free schools policy and consequences for violations of the policy.

Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco, or plant product intended for inhalation, whether natural or synthetic, in any manner or form, and includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking.

Tobacco products include:

1. Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff
2. An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah
3. Any component, part, or accessory of a tobacco product, whether or not sold separately

This policy does not prohibit the use or possession of prescription products and other cessation aids that have been approved by the U.S. Department of Health and Human Services, Food and Drug Administration, such as nicotine patch or gum.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground. In addition, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited.

Legal Reference:

EDUCATION CODE

48900 Grounds for suspension/expulsion

48901 Prohibition against tobacco use by students

BUSINESS AND PROFESSIONS CODE

22950.5 Stop Tobacco Access to Kids Enforcement Act; definitions

HEALTH AND SAFETY CODE

39002 Control of air pollution from nonvehicular sources

104350-104495 Tobacco use prevention, especially:

104495 Prohibition of smoking and tobacco waste on playgrounds

104559 Tobacco use prohibition

119405 Unlawful to sell or furnish electronic cigarettes to minors

LABOR CODE

3300 Employer, definition

6304 Safe and healthful workplace

6404.5 Occupational safety and health; use of tobacco products

UNITED STATES CODE, TITLE 20

6083 Nonsmoking policy for children's services

7111-7122 Student Support and Academic Enrichment Grants

CODE OF FEDERAL REGULATIONS, TITLE 21

1140.1-1140.34 Unlawful sale of cigarettes and smokeless tobacco to minors

Date Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

TOBACCO-FREE SCHOOLS

This policy will be replaced in its entirety with updated version

BP 3513.3

Business and Noninstructional Operations

The Governing Board recognizes that the health hazards associated with smoking and the use of tobacco products, including the breathing of second-hand smoke, are inconsistent with its goal to provide a healthy environment for students and staff.

The Board prohibits the use of electronic cigarettes and all tobacco products at any time in district-owned or leased buildings, on district property, and in district vehicles. (Health and Safety Code 104420; Labor Code 6404.5; 20 USC 6083)

Prohibited products include any product containing tobacco or nicotine, including, but not limited to, nicotine delivery devices such as electronic cigarettes, cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, and betel. Exceptions may be made for the use or possession of prescription nicotine products.

This prohibition applies to all employees, students, and visitors at any school-sponsored instructional program, activity, or athletic event held on or off district property. Any written joint use agreement governing community use of district facilities or grounds shall include notice of the district's tobacco-free schools policy and consequences for violations of the policy.

The School Board prohibits the use of products containing tobacco and/or nicotine, including, but not limited to, smokeless tobacco, snuff, chew, clove cigarettes, and electronic nicotine delivery systems, such as electronic cigarettes, electronic hookahs, and other vapor emitting devices, with or without nicotine content, that mimic the use of tobacco products any time, in charter school or school district-owned or leased buildings, on school or district property, and in school or district vehicles. However, this section does not prohibit the use or possession of prescription products, or other cessation aids such as nicotine patches or nicotine gum. Student use or possession of such products must conform to laws governing student use and possession of medications on school property.

Smoking or use of any tobacco-related products and disposal of any tobacco-related waste are prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground.

Legal Reference:

EDUCATION CODE

48900 Grounds for suspension/expulsion

48901 Prohibition against tobacco use by students

Date Policy Adopted by the Board of Education: January 14, 2014

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

EMERGENCY AND DISASTER PREPAREDNESS PLAN

BP 3516

Business and Noninstructional Operations

The Governing Board recognizes that all district staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and threats of disaster.

The Superintendent or designee shall develop and maintain a disaster preparedness plan which details provisions for handling emergencies and disasters and which shall be included in the district's comprehensive school safety plan.

The Superintendent or designee shall also develop and maintain emergency plans for each school site.

In developing the district and school emergency plans, the Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators.

The Superintendent or designee shall use state-approved Standardized Emergency Management System guidelines and the National Incident Command System when updating district and site-level emergency and disaster preparedness plans.

The Board shall grant the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall cooperate with such agencies in furnishing and maintaining whatever services they deem necessary to meet the community's needs.

School employees are considered disaster service workers and are subject to disaster service activities assigned to them.

Legal Reference:

EDUCATION CODE

32001 Fire alarms and drills

32040 Duty to equip school with first aid kit

32280-32289 School safety plans

32290 Safety devices

39834 Operating overloaded bus

46390-46392 Emergency average daily attendance in case of disaster

49505 Natural disaster; meals for homeless students; reimbursement

GOVERNMENT CODE

3100 Public employees as disaster service workers

8607 Standardized emergency management system

CODE OF REGULATIONS, TITLE 5

550 Fire drills

560 Civil defense and disaster preparedness plans

CODE OF REGULATIONS, TITLE 19

2400-2450 Standardized emergency management system

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

Date Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

TRANSPORTATION FOR STUDENTS WITH DISABILITIES

BP 3541.2

Business and Noninstructional Operations

The Governing Board desires to meet the transportation needs of students with disabilities to enable them to benefit from special education and related services. The district shall provide appropriate transportation services for a student with disabilities when the district is the student's district of residence and the transportation services are required by his/her individualized education program (IEP) or Section 504 accommodation plan.

The specific needs of the student shall be the primary consideration when an IEP team is determining the student's transportation needs. Considerations may include, but are not limited to, the student's health needs, travel distances, physical accessibility and safety of streets and sidewalks, accessibility of public transportation systems, midday or other transportation needs, extended-year services, and, as necessary, implementation of a behavioral intervention plan.

The Superintendent or designee shall provide IEP teams with information about district transportation services in order to assist them in making decisions as to the mode, schedule, and location of transportation services that may be available to each student with disabilities. The IEP team may communicate with district transportation staff and/or invite transportation staff to attend IEP team meetings where the student's transportation needs will be discussed.

Transportation services specified in a student's IEP or Section 504 plan shall be provided at no cost to the student or his/her parent/guardian.

If a student whose IEP or accommodation plan specifies transportation needs is excluded from school bus transportation for any reason, such as suspension, expulsion, or other reason, the district shall provide alternative transportation at no cost to the student or parent/guardian.

When contracting with a nonpublic, nonsectarian school or agency to provide special education services, the Superintendent or designee shall ensure that the contract includes general administrative and financial agreements related to the provision of transportation services if specified in the student's IEP.

The Superintendent or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students.

Arrivals and departures shall not reduce the length of the school day for these students except as may be prescribed on an individual basis.

The Superintendent or designee shall ensure that any mobile seating devices used on district buses are compatible with bus securement systems required by 49 CFR 571.222.

As necessary, a student with disabilities may be accompanied on school transportation by a service animal, as defined in 28 CFR 35.104, including a specially trained guide dog, signal dog, or service dog.

When transportation is not specifically required by the IEP or Section 504 plan of a student with disabilities, the student shall be subject to the rules and policies regarding regular transportation offerings within the district.

Legal Reference:

EDUCATION CODE

39807.5 Payment of transportation cost

39839 Guide dogs, signal dogs, and service dogs on bus

41850-41854 Allowances for transportation

48300-48315 Alternative interdistrict attendance program

48915.5 Expulsion of students with exceptional needs

56040 No cost for special education and related services

56195.8 Adoption of policies

56327 Assessment for special education and related services

56345 Individualized education program

56365-56366.1 Nonpublic nonsectarian schools or agencies

CIVIL CODE

54.1-54.2 Service animals

CODE OF REGULATIONS, TITLE 5

15243 Physically handicapped minors

15271 Exclusion from report

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

CODE OF FEDERAL REGULATIONS, TITLE 28

35.104 Definitions

35.136 Service animals

CODE OF FEDERAL REGULATIONS, TITLE 34

104.4 Equal opportunity under the Rehabilitation Act of 1973, Section 504

300.1-300.818 Individuals with Disabilities Education Act, especially:

300.34 Transportation defined as related service

CODE OF FEDERAL REGULATIONS, TITLE 49

571.222 Federal requirements for bus securement systems

Date Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

OTHER FOOD SALES

BP 3554

Business and Noninstructional Operations

The Governing Board believes that sales of foods and beverages at school during the school day should be aligned with the district's goals to promote student wellness. Any food sales conducted outside the district's food service program shall meet nutritional standards specified in law, Board policy, and administrative regulation and shall not reduce student participation in the district's food service program.

The Board authorizes the Superintendent or designee to approve the sale of foods and beverages outside the district's food service program, including sales by student or school-connected organizations, sales through vending machines, and/or sales at secondary school student stores for fundraising purposes.

When vending machines are sponsored by the district or a student or adult organization, the Superintendent or designee shall determine how and where vending machines may be placed at school sites, district offices, or other school facilities.

Legal Reference:

EDUCATION CODE

35182.5 Contracts, non-nutritious beverages

48931 Authorization and sale of food

49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001

51520 School premises; prohibited solicitations

CODE OF REGULATIONS, TITLE 5

15500 Food sales in elementary schools

15501 Sales in high schools and junior high schools

15575-15578 Requirements for foods and beverages outside the federal meals program

HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

UNITED STATES CODE, TITLE 42

1751-1769j National School Lunch Act, including:
1758b Local wellness policy
1771-1791 Child nutrition, School Breakfast Program
CODE OF FEDERAL REGULATIONS, TITLE 7
210.1-210.31 National School Lunch Program
220.1-220.21 National School Breakfast Program

Date Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

NONDISCRIMINATION IN EMPLOYMENT

BP 4030
Personnel

Updated and replacing current policy in entirety

The Governing Board is determined to provide district employees, interns, volunteers, and job applicants a safe, positive environment where they are assured of full and equal employment access and opportunities, protection from harassment or intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. This policy shall apply to all district employees and, to the extent required by law, to interns, volunteers, and job applicants.

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, or sexual orientation or his/her association with a person or group with one or more of these actual or perceived characteristics.

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Discrimination in hiring, compensation, terms, conditions, and other privileges of employment
2. Taking of an adverse employment action, such as termination or the denial of employment, promotion, job assignment, or training
3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities, or that has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment
4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:

- a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status
- b. Religious creed discrimination based on an employee's religious belief or observance, including his/her religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement.
- c. Disability discrimination based on a district requirement for a medical or psychological examination of a job applicant, or an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity
- d. Disability discrimination based on the district's failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee, to determine effective reasonable accommodations for the employee, when he/she has requested reasonable accommodation for a known physical or mental disability or medical condition

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted.

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. The district shall protect any employee who reports such incidents from retaliation.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy. He/she shall provide training and information to employees about how to recognize harassment, discrimination, or other related conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

In addition, the Superintendent or designee shall post, in a conspicuous place on district premises, the California Department of Fair Employment and Housing publication on workplace discrimination and harassment issued pursuant to 2 CCR 11013.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.56 Definitions, hate crimes

CODE OF REGULATIONS, TITLE 2

11006-11086 Discrimination in employment

11013 Recordkeeping

11019 Terms, conditions and privileges of employment

11023 Harassment and discrimination prevention and correction

11024 Sexual harassment training and education

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended

2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended

2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age discrimination in federally assisted programs

12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 34
100.6 Compliance information
104.7 Designation of responsible employee for Section 504
104.8 Notice
106.8 Designation of responsible employee and adoption of grievance procedures
106.9 Dissemination of policy
110.1-110.39 Nondiscrimination on the basis of age

Date policy adopted: May 12, 2015

Revised:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

NONDISCRIMINATION IN EMPLOYMENT

This policy will be replaced by updated version

BP 4030

Personnel

The Governing Board desires to provide a positive work environment where employees and job applicants are assured of equal access and opportunities and are free from harassment in accordance with law. The Board prohibits district employees from discriminating against or harassing any other district employee or job applicant on the basis of the person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation.

Prohibited discrimination consists of the taking of any adverse employment action against a person, including termination or denial of promotion, job assignment, or training, or in discriminating against the person in compensation, terms, conditions, or other privileges of employment based on any of the prohibited categories of discrimination listed above.

The prohibition against discrimination based on the religious creed of an employee or job applicant includes any discrimination based on the person's religious dress or grooming practices or any conflict between the person's religious belief, observance, or practice and an employment requirement. The prohibition against discrimination based on the sex of an employee or job applicant shall include any discrimination based on the person's pregnancy, childbirth, breastfeeding, or any related medical conditions.

Harassment consists of any unwelcome verbal, physical, or visual conduct that is based on any of the prohibited categories of discrimination listed above and that is so severe or pervasive that it adversely affects an individual's employment opportunities, has the purpose or effect of unreasonably interfering with the individual's work performance, or creates an intimidating, hostile, or offensive work environment.

The Board also prohibits retaliation against any district employee or job applicant, who complains, testifies, assists, or in any way participates in the district's complaint procedures instituted pursuant to this policy.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

The following position is designated as Coordinator for Nondiscrimination in Employment:

Director, Human Resources and Public Communications
Laguna Beach Unified School District
550 Blumont St.
Laguna Beach, CA 92651
(949) 497-7700

Any employee or job applicant who believes that he/she has been or is being discriminated against or harassed in violation of district policy should, as appropriate, immediately contact his/her supervisor, the Coordinator, or the Superintendent who shall advise the employee or applicant about the district's procedures for filing, investigating, and resolving any such complaint.

Complaints regarding employment discrimination or harassment shall immediately be investigated in accordance with AR 4031 - Complaints Concerning Discrimination in Employment.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to the Coordinator or Superintendent as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately.

Training and Notifications

The Superintendent or designee shall provide training to employees about how to recognize harassment and discrimination, how to respond appropriately, and components of the district's policies and regulations regarding discrimination.

The Superintendent or designee shall regularly publicize, within the district and in the community, the district's nondiscrimination policy and the availability of complaint procedures. Such publication shall be included in each announcement, bulletin, or application form that is used in employee recruitment. (34 CFR 100.6, 106.9)

The district's policy shall be posted in all district schools and offices including staff lounges and student government meeting rooms. (5 CCR 4960)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

12900-12996 Fair Employment and Housing Act

Date Policy Adopted by the Board: May 12, 2015

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

SEXUAL HARASSMENT

BP 4119.11/4219.11/4319.11

Personnel

The Governing Board prohibits sexual harassment of district employees and job applicants. The Board also prohibits retaliatory behavior or action against district employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy and administrative regulation. This policy shall apply to all district employees and, when applicable, to interns, volunteers, and job applicants.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to staff
3. Ensuring prompt, thorough, and fair investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (5 CCR 4964)

Any district employee or job applicant who feels that he/she has been sexually harassed or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately report the incident to any of the following individuals: his/her supervisor, the principal, district administrator, or Superintendent.

A supervisor, principal or other district administrator who receives a harassment complaint shall promptly notify the Superintendent or designee.

Complaints of sexual harassment shall be filed in accordance with AR 4030 - Nondiscrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment against a district employee, job applicant, or student is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act, especially:

12940 Prohibited discrimination

12950.1 Sexual harassment training

LABOR CODE

1101 Political activities of employees

1102.1 Discrimination: sexual orientation

CODE OF REGULATIONS, TITLE 2

11009 Employment discrimination

11021 Retaliation

11023 Harassment and discrimination prevention and correction

11024 Sexual harassment training and education

11034 Terms, conditions, and privileges of employment

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX, 1972 Education Act Amendments

CODE OF FEDERAL REGULATIONS, TITLE 34

106.9 Dissemination of policy

COURT DECISIONS

Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026

Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275

Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257

Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989

Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998

Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57

Date Policy Adopted by the Board: _____

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

PARENT RIGHTS AND RESPONSIBILITIES

BP 5020

Students

The Governing Board recognizes that parents/guardians of district students have certain rights as well as responsibilities related to the education of their children.

The Board believes that the education of the district's students is a shared responsibility. The Superintendent or designee shall work with parents/guardians, including parents/guardians of English learners, to determine appropriate roles and responsibilities of parents/guardians, school staff and students for continuing the intellectual, physical, emotional and social development and well-being of students at each school site, including the means by which the schools and parents/guardians can help students achieve academic, social, and emotional success.

Within this framework, the school's primary responsibility shall be to provide a high-quality curriculum and instructional program in a supportive and effective learning environment that enables all students to meet the academic expectations of the school.

Parents/guardians shall have the opportunity to work with schools in a mutually supportive and respectful partnership and to help their children succeed in school.

The Superintendent or designee shall ensure that district staff understand the rights of parents/guardians afforded by law and Board policy and follow acceptable practices that respect those rights.

The Superintendent or designee shall ensure that parents/guardians receive notification regarding their rights in accordance with law.

The Superintendent or designee shall take all reasonable steps to ensure that all parents/guardians who speak a language other than English are properly notified in English, and in their home language of the rights and opportunities available to them pursuant to Education Code 48985.

Legal Reference:

EDUCATION CODE

33126 School accountability report card

35291 Disciplinary rules

48070.5 Promotion and retention of students

48985 Notice to parent in language other than English

49091.10-49091.19 Parental review of curriculum and instruction

49602 Confidentiality of pupil information

51100-51102 Parent/guardian rights

51513 Personal beliefs

60510 Disposal of surplus instructional materials

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1232h Protection of pupil rights

Date Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

DELETE

Board Policy No. 5020: HAZING PROHIBITED

- A. No student shall conspire to engage in hazing, participate in hazing or commit any act that causes or is likely to cause bodily danger, physical harm, or personal degradation or disgrace resulting from physical or mental harm to any fellow student.
- B. Hazing" includes any method of initiation or pre-initiation into a student organization or any pastime or amusement engaged in with respect to such an organization which causes or is likely to cause, bodily danger, physical harm, or personal degradation or disgrace resulting in physical or mental harm to any student attending school. "Hazing" does not include customary athletic events or similar contests or competitions.
- C. Any person who participates in the hazing of another or any student organization which knowingly permits hazing to be conducted by its members shall forfeit any entitlement to District or state funds, scholarships or awards which are enjoyed by him or it. Any such student organization shall be deprived of any sanction or approval granted by the District.

Legal Reference:

Education Code sections 32050-32052

Date Policy Adopted By The Board: October 10, 2000.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

ABSENCES AND EXCUSES

BP 5113

Students

The Governing Board believes that regular attendance plays an important role in student achievement. The District shall work with parents/guardians and students to ensure their compliance with all state attendance laws and may use appropriate legal means to correct problems of chronic absence or truancy.

Absence from school shall be excused only for health reasons, family emergencies, and justifiable personal reasons, as permitted by law, Board policy, and administrative regulation.

Because school attendance and class participation are integral to students' learning experiences, parents/guardians and students shall be encouraged to schedule medical and other appointments during non-school hours.

Students shall not be absent from school without their parents/guardians' knowledge or consent, except in cases of medical emergency or, as authorized pursuant to Education Code 46010.1, for a confidential medical appointment.

The Board shall, by resolution entered into its minutes, approve reasonable methods that may be used to verify student absences due to illness or quarantine.

Legal Reference:

EDUCATION CODE

1740 Employment of personnel to supervise attendance (county superintendent)

37201 School month

37223 Weekend classes

41601 Reports of average daily attendance

42238-42250.1 Apportionments

46000 Records (attendance)

46010-46014 Absences

46100-46119 Attendance in kindergarten and elementary schools

46140-46147 Attendance in junior high and high schools

48200-48208 Children ages 6-18 (compulsory full-time attendance)
48210-48216 Exclusions from attendance
48240-48246 Supervisors of attendance
48260-48273 Truants
48292 Filing complaint against parent
48320-48324 School attendance review boards
48340-48341 Improvement of student attendance
48980 Parental notifications
49067 Unexcused absences as cause of failing grade
49701 Provisions of the interstate compact on educational opportunities for military children
ELECTIONS CODE
12302 Student participation on precinct boards
FAMILY CODE
6920-6929 Consent by minor for medical treatment
VEHICLE CODE
13202.7 Driving privileges; minors; suspension or delay for habitual truancy
WELFARE AND INSTITUTIONS CODE
601-601.4 Habitually truant minors
11253.5 Compulsory school attendance
CODE OF REGULATIONS, TITLE 5
306 Explanation of absence
420-421 Record of verification of absence due to illness and other causes

Date Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

GRADES/EVALUATION OF STUDENT ACHIEVEMENT

BP 5121

Students

The Governing Board believes that grades serve a valuable instructional purpose by helping students and parents/guardians understand performance expectations and identifying the student's areas of strength and those areas needing improvement. Parents/guardians and students have the right to receive course grades that represent an accurate evaluation of the student's academic performance.

The Superintendent or designee shall establish a uniform grading system that shall be applied to all students in that course and grade level. Teachers shall inform students and parents/guardians how academic performance will be evaluated in the classroom.

A teacher shall base a student's grades ~~solely~~ on the quality of the student's academic work and his/her mastery of course content based on district standards. Students shall have the opportunity to demonstrate this mastery through a variety of methods, including, but not limited to, tests, projects, portfolios, and/or class discussion as appropriate.

Whenever a student misses an assignment or assessment due to an excused absence, he/she shall be given credit for subsequent satisfactory completion of the assignment or assessment.

A teacher may assign a failing grade to a student who has 10 or more unexcused absences during the grading period.

Students in grades K-3 shall receive progress reports at the end of each grading period rather than letter grades.

In grades TK-5, report cards may include reports of student progress on specific academic standards applicable to the course and grade level.

When reporting student performance to parents/guardians, teachers may add narrative descriptions, observational notes, and/or samples of classroom work in order to better describe student progress in specific skills and subcategories of achievement.

A report card for a student with a disability may contain information about his/her disability, including whether that student received special education or related services, provided that the report card informs parents/guardians about their child's progress or level of achievement in specific classes, course content, or curriculum. However, transcripts that may be used to inform postsecondary institutions or prospective employers of the student's academic achievements shall not contain information disclosing the student's disability.

A grade assigned by the teacher shall not be changed by the Board or the Superintendent except as provided by law, Board policy, or administrative regulation.

The Superintendent or designee shall determine the methodology to be used in calculating students' grade point average (GPA), including the courses to be included within the GPA and whether extra grade weighting shall be applied to Advanced Placement, International Baccalaureate, honors, and/or concurrent postsecondary courses.

Legal Reference:

EDUCATION CODE

48070 Promotion and retention

48205 Excused absences

48800-48802 Enrollment of gifted students in community college

48904-48904.3 Withholding grades, diplomas, or transcripts

49066 Grades; finalization; physical education class

49067 Mandated regulations regarding student's achievement

49069.5 Students in foster care, grades and credits

51242 Exemption from physical education based on participation in interscholastic athletics

69432.9 Cal Grant program; notification of grade point average

76000-76002 Enrollment in community college

CODE OF REGULATIONS, TITLE 5

10060 Criteria for reporting physical education achievement, high schools

30008 Definition of high school grade point average for student aid eligibility

UNITED STATES CODE, TITLE 20

1232g Family Education Rights and Privacy Act (FERPA)

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy Act

Date Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

DELETE

Board Policy No. 6011: **EVALUATION OF STUDENT ACHIEVEMENT
AND APPEALS OF FINAL GRADES**

- A. Each student's achievement shall be evaluated for each grading period. Whenever it becomes evident to the teacher that the student is in danger of failing a course or class, the teacher shall have a conference with or send a written report to the parent of such student. The refusal of the parent to attend the conference or to respond to the written report shall not preclude the failing of the student at the end of the grading period.
- B. At the beginning of each term, each teacher shall provide to the students and Principal or designee in writing the specific conditions and criteria to be utilized by the teacher to assign grades to students.
- C. In the assignment of grades each teacher shall give students reasonable opportunity to demonstrate mastery in the course or class including, but not limited to, tests, quizzes, projects, oral presentations, homework and written assignments. Each teacher also shall give reasonable opportunity for students to submit necessary make-up work because of absences except that a teacher may give a failing grade to any student who has ten (10) or more unexcused absences in any semester.
- D. In the assignment of grades each teacher shall utilize a minimum of one recorded grade per week per student, unless there is prior approval by the Principal in writing.
- E. Each teacher shall maintain any and all notes, spreadsheets or any other documents utilized to assign grades for a period of one (1) year.
- F. For every student who receives a failing grade, the teacher, upon the request of the Principal, shall submit documentation to the Principal supporting the failing grade, and also documentation showing efforts to improve the student's performance. Those efforts should include, but not be limited to, SST referrals, contacts with parents, observations by the resource specialist, and individualized instruction. Those efforts with regard to students with exceptional needs and English Learner students shall include weekly progress reports and appropriate instructional modifications designed to improve student performance.
- G. A final grade for a grading period given to a student by a teacher may be appealed to the Superintendent or designee by a student, a parent or legal guardian. Any such appeal must be in writing, must state the specific reason(s) for the appeal, and must be actually received by the Superintendent or designee no later than thirty (30) calendar days after the final grade is given to the student. A copy of the written appeal will be given to the teacher who gave the final grade.

In accordance with Education Code section 49066, a grade given to a student by a teacher may not be changed unless there is (1) a clerical or mechanical mistake affecting the grade, (2) fraud in the

determination of the grade, (3) bad faith in the determination of the grade, (4) or incompetency in the determination of the grade.

The Superintendent or designee's decision shall be final.

Legal Reference:

Education Code section 49067(a)

Date Policy Adopted By The Board: March 12, 2002

Date Policy Revised by The Board: September 14, 2004

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

BUS CONDUCT

BP 5131.1

Students

In order to help ensure the safety and well-being of students, bus drivers, and others, the Governing Board expects students to exhibit appropriate and orderly conduct at all times when using school transportation, including while preparing to ride, riding, or leaving the bus.

The Superintendent or designee shall establish regulations related to student conduct on buses, bus driver authority, and the suspension of riding privileges. He/she shall make these rules available to parents/guardians, students, and other interested parties.

Students found to be in violation of the district's bus conduct rules shall be subject to discipline in accordance with Board policy and administrative regulation.

The Superintendent or designee may deny a student the privilege of using school transportation upon the student's continued disorderly conduct or his/her persistent refusal to submit to the authority of the driver.

Bus Surveillance Systems

The Board believes that the use of surveillance systems on school buses will help to deter misconduct and improve discipline, ensure the safety of students and bus drivers, and prevent vandalism. Therefore, surveillance systems may be installed and used on school buses to monitor student behavior while traveling to and from school and school activities.

The Superintendent or designee shall notify students, parents/guardians, and staff that surveillance may occur on any school bus and that the contents of a recording may be a student record and, as such, may be used in student disciplinary proceedings or referred to local law enforcement, as appropriate. In addition, a prominent notice shall be placed in each bus stating that the bus is equipped with a surveillance monitoring system.

Legal Reference:

EDUCATION CODE

Authority of governing boards

Transportation

Transportation of guide dogs, signal dogs, service dogs

Duty to supervise conduct of students

Grounds for suspension and expulsion

Expulsion procedures

-49079 Student records

-49079 Privacy of student records

GOVERNMENT CODE

-6270 California Public Records Act

CODE OF REGULATIONS, TITLE 5

Authority of the driver

CODE OF REGULATIONS, TITLE 13

-1228 General provisions, school bus regulations

UNITED STATES CODE, TITLE 20

g Family Educational Rights and Privacy Act

CODE OF FEDERAL REGULATIONS, TITLE 34

-99.67 Family Educational Rights and Privacy

Date policy adopted:

DELETE

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Board Policy No. 5018: **BUS CONDUCT**

A. The Board hereby directs the students who ride buses to abide by and adhere to the highest standards of conduct while riding said vehicles. Conduct standards apply to all buses, whether buses are operated by the District directly, by the District under contract, or by other carriers authorized by the District.

B. Students transported in a school bus shall be under the authority of and directly responsible to the driver of the bus. Continued disorderly conduct or persistent refusal to submit to the authority of the driver shall be sufficient reason for a student to be deprived of transportation. All District and school rules apply to students on a school bus.

Date Policy Adopted By The Board: October 10, 2000.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

WEAPONS AND DANGEROUS INSTRUMENTS

BP 5131.7

Students

The Governing Board recognizes that students and staff have the right to a safe and secure campus free from physical and psychological harm and desires to protect them from the dangers presented by firearms and other weapons.

Possession of Weapons

The Board prohibits any student from possessing weapons, imitation firearms, or other dangerous instruments, as defined in law and administrative regulation, in school buildings, on school grounds or buses, at school-related or school-sponsored activities away from school, or while going to or coming from school.

Under the power granted to the Board to protect the safety of students, staff, and others on district property and to maintain order and discipline in the schools, any school employee is authorized to confiscate any prohibited weapon, imitation firearm, or dangerous instrument from any student on school grounds.

Unless he/she has obtained prior written permission as specified below, a student possessing or threatening others with any weapon, dangerous instrument, or imitation firearm shall be subject to suspension and/or expulsion in accordance with law, Board policy, and administrative regulations.

The principal or designee shall notify law enforcement authorities when any student possesses a firearm, explosive, or other prohibited weapon or dangerous instrument without permission, sells or furnishes a firearm, or commits any act of assault with a firearm or other weapon.

Advance Permission for Possession of a Weapon for Educational Purposes

The parent/guardian of a student who desires to possess a firearm, imitation firearm, or other prohibited weapon on school grounds for an educational purpose shall, at least five school days in advance of the planned possession, submit a written request to the principal which explains the

planned use of the weapon and the duration. The student shall also submit a written explanation from the staff person responsible for the school-sponsored activity or class.

The principal may grant permission for such possession when he/she determines that it is necessary for a school-sponsored activity or class or as part of the educational program. Factors that shall be considered include, but are not limited to, the planned use of the weapon, the duration and location of the planned use, whether an audience is expected, and any perceived adverse effects to the safety and well-being of students or staff. If the principal grants such permission, he/she shall provide the student and staff person with a written explanation regarding any limitations and the permissible duration of the student's possession.

When the principal or designee grants permission, he/she shall take all necessary precautions to ensure the safety of all persons on school grounds, including, but not limited to, inspecting a firearm to verify that no live ammunition is present. Any weapon allowed shall be stored in a locked vehicle or in an appropriate, locked container before and after its authorized use.

A student granted permission to possess a weapon may be suspended and/or expelled if he/she possesses or uses the weapon inappropriately.

Possession of Pepper Spray

To prevent potential misuse that may harm students or staff, students are prohibited from carrying tear gas or tear gas weapons such as pepper spray on campus or at school activities.

Reporting of Dangerous Objects

The Board encourages students to promptly report the presence of weapons, injurious objects, or other suspicious activity to school authorities. The identity of a student who reports such activity shall remain confidential to the extent permitted by law.

The Superintendent or designee shall develop strategies designed to facilitate student reporting of the presence of injurious objects on school grounds, such as tip hotlines, electronic transmissions, or other methods that preserve the student's anonymity. Incident reports and records shall not identify the student who reported the possession. The Superintendent or designee also shall inform staff, students, and parents/guardians that students who report the presence of injurious objects on school campuses are to be protected and their identity shielded.

Legal Reference:

EDUCATION CODE

35291 Governing board to prescribe rules for discipline of the schools

48900 Grounds for suspension/expulsion

48902 Notification of law enforcement authorities

48915 Required recommendation for expulsions

48916 Readmission

49330-49335 Injurious objects

PENAL CODE

245 Assault with deadly weapon

417.4 Imitation firearm; drawing or exhibiting

626.9 Gun-Free School Zone Act of 1995

626.10 Dirks, daggers, knives, razor or stun gun; bringing or possessing in school

653k Switchblade knife

16100-17350 Definitions

22810-23025 Tear gas weapon (pepper spray)

25200-25225 Firearms, access to children

30310 Prohibition against ammunition on school grounds

UNITED STATES CODE, TITLE 20

6301-7941 No Child Left Behind Act, especially:

7151 Gun-Free Schools Act

Date Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

ACADEMIC HONESTY

BP 5131.9

Students

The Governing Board believes that academic honesty and personal integrity are fundamental components of a student's education and character development. The Board expects that students will not cheat, lie, plagiarize or commit other acts of academic dishonesty.

Students, parents/guardians, staff and administrators shall be responsible for creating and maintaining a positive school climate that encourages honesty. Students found to have committed an act of academic dishonesty shall be subject to district and school-site discipline rules.

The Superintendent or designee may establish a committee comprised of students, parents/guardians, staff, administrators and members of the public to develop standards of academic honesty, measures of preventing dishonesty, and specific consequences for acts of dishonesty. Any recommendations for discipline shall be incorporated into the school's site level discipline rules.

Legal Reference:

**EDUCATION CODE
35291-35291.5 Rules**

Date Policy Adopted:

DELETE

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Board Policy No. 5038: ACADEMIC HONESTY

A. Introduction

It is the intention of the Governing Board to establish an educational environment in which inquiry is nurtured and individual responsibility is rewarded. Any form of academic dishonesty will not be tolerated and a student discovered cheating shall be penalized.

B. Definitions

1. Cheating. Cheating is a form of dishonesty in which a student knowingly misrepresents himself or herself to the District. The following activities are considered forms of cheating. This list is not inclusive.
 - a. Using cheat-sheets in any form (paper, flesh, electronic, or other) during a testing situation which is to be closed book. All testing situations are closed book unless the teacher and/or staff member supervising the testing situation clearly states otherwise.
 - b. Copying from another student during a testing situation.
 - c. Receiving assistance from anyone else in a testing situation. This means that a student may not receive any assistance for anyone else, except the teacher and/or staff member supervising the testing situation, or other person designated by the teacher.
 - d. Talking to another student during a testing situation. (If a student has a question, he or she should ask the teacher and or staff member who is administering the testing situation.)
 - e. Handing information around to others in a testing situation, either written or stored in electronic form.
 - f. Knowingly supplying another student with information during a testing situation.
 - g. Having one student represent himself or herself as another student during a testing situation or any other school activity. Both students shall be considered to have cheated.

- h. Furnishing false information to gain an academic advantage.
- i. Turning in an assignment in which the work is not the student's own work. (See plagiarism below.)

2. Plagiarism. Plagiarism is copying another's work, and representing it as one's own. In an educational setting, it most commonly happens in writing assignments in which a student lifts a passage out of a published work without attribution. It can take other forms, including but not limited to, copying parts of a speech or copying a work of art.

In its simplest form, plagiarism is the representation of someone else's idea or expression of an idea, or someone else's train of thought as one's own idea or expression of an idea or train of thought. In an educational setting this is considered to be a serious form of cheating. In addition, in some cases, there can be serious legal repercussions such as copyright violation, punishable by fines and jail terms. If in doubt the student should contact the teacher and/or staff member involved for guidance.

C. Responsibilities

- 1. All members of the school community, including teachers, staff, administrators and students are responsible for maintaining an educational environment in which inquiry is nurtured, individual responsibility is rewarded and academic dishonesty is not tolerated.
- 2. Teachers and/or staff members are responsible for instructing students in research and study skills appropriate to each subject so that students who prepare may feel confident of success without cheating.
- 3. Teachers and/or staff members are responsible for identifying instances of cheating and plagiarism by students which occur under their supervision and are responsible for following up with appropriate action.
- 4. Students have the responsibility to refrain from all forms of cheating and to follow the rules, regulations and standards established by a teacher and/or staff member.
- 5. Parents have the responsibility to ensure that students follow the rules and take primary responsibility for their own work.

D. Rights and Responsibilities if Teachers and/or Staff Members Discovering Cheating

1. A teacher and/or staff member who suspects a student of cheating should assemble and document the evidence for further disciplinary action. The teacher and/or staff member should evaluate the situation to see if it is a clearly defined case of cheating.
2. If there is sufficient evidence that cheating has taken place, the teacher and/or staff member should address the student, explain his or her view of the situation, and require a response from the student. If the teacher and/or staff member is convinced that cheating has occurred, he or she should notify the student involved of the consequences for that course or activity.
3. The teacher and/or staff member shall report the student to the Principal for possible administrative discipline and to contact the parents/guardians.

E. Rights of Students Accused of Cheating

A student accused of cheating has the right to due process. To pursue this right the student should meet with the Principal or designee for more information.

F. Consequences of Cheating

The consequences of cheating may range from a verbal reprimand to failure in a course. In addition, administrative discipline may affect the student's standing with the District including the possibility of suspension or expulsion. Any of these actions may be reflected on the student's transcript. Students must realize that all cases of cheating are serious and reflect very poorly on the academic integrity and honesty of the student involved.

Legal Reference:
Education Code section

Date Policy Adopted By The Board: October 8, 2002

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

HEALTH EXAMINATIONS

BP 5141.3

Students

The Governing Board recognizes that periodic health examinations of students may lead to early detection and treatment of conditions that impact learning. Health examinations also may help in determining whether special adaptations of the school program are necessary.

The Superintendent or designee shall verify that students have complied with legal requirements for a comprehensive health screening, an oral health assessment, and immunizations at school entry. In addition, the district shall administer tests for vision, hearing, and scoliosis as required by law.

All students who participate as cheerleaders, ~~song leaders~~, or athletes in organized competitive sports shall first undergo a medical examination and submit documentation of medical clearance to the district. Upon sustaining an injury or serious illness, a student may be required to have another examination before participating further. This requirement does not apply to participants in occasional play day or field day activities.

The Superintendent or designee shall ensure that staff employed to examine students exercise proper care of each student and that examination results are kept confidential. Records related to these examinations shall be maintained and released only in accordance with law.

Legal Reference:

EDUCATION CODE

44871-44879 Employment qualifications

48980 Parental notifications

49400-49414.5 Student health, general powers of school boards

49422 Supervision of health and physical development

49450-49458 Physical examinations (of students)

49460-49466 Development of standardized health assessments

HEALTH AND SAFETY CODE

1685-1686 Audiometrists

120325-120380 Immunization against communicable diseases

121475-121520 Tuberculosis tests for students
124025-124110 Child Health and Disability Prevention Program
CODE OF REGULATIONS, TITLE 5
590-596 Vision screening
3027 Hearing and vision screening for special education
3028 Audiological screening
CODE OF REGULATIONS, TITLE 17
2950-2951 Hearing tests
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
1232h Protection of student rights

Date Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

DELETE

Board Policy No. 5006: **HEALTH EXAMINATIONS**

A. To determine the health status of students, facilitate the removal of handicaps to learning, and determine whether special adaptations of the school program may be necessary, the Board shall require that periodic examinations be conducted which include tests for vision, hearing and scoliosis. All personnel employed to examine students shall exercise proper care of each student being examined and shall ensure that the examination results are kept confidential.

1. A parent/guardian may annually file a statement with the Principal withholding consent to any physical examination of his/her student. The student shall be exempt, but shall be subject to exclusion due to a suspected contagious or infectious disease.

2. The Principal shall notify parents/guardians of the rights of students and parents/guardians relating to health examinations.

Legal Reference:

Education Code sections 49450-49456

Date Policy Adopted By The Board: October 10, 2000.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

FREEDOM OF SPEECH/EXPRESSION

BP 5145.2

Students

The Governing Board believes that free inquiry and exchange of ideas are essential parts of a democratic education. The Board respects students' rights to express ideas and opinions, take stands on issues, and support causes, even when such speech is controversial or unpopular.

On-Campus Expression

Students shall have the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications.

Student expression on district or school Internet web sites and online media shall generally be afforded the same protections as in print media.

Students' freedom of expression shall be limited only as allowed by Education Code 48907, 48950, and other applicable state and federal laws.

Students are prohibited from making any expressions or distributing or posting any materials that are obscene, libelous, or slanderous. Students also are prohibited from making any expressions that so incites students as to create a clear and present danger of the commission of unlawful acts on school premises, the violation of school rules, or substantial disruption of the school's orderly operation.

School officials shall not engage in prior restraint of material prepared for official school publications except insofar as the content of the material violates the law.

The Superintendent or designee shall not discipline any high school student solely on the basis of speech or other communication that would be constitutionally protected when engaged in outside of school, but may impose discipline for harassment, threats, or intimidation unless constitutionally protected.

Off-Campus Expression

A student shall be subject to discipline for off-campus expression, including expression on off-campus Internet web sites, when such expression poses a threat to the safety of other students, staff, or school property, or substantially disrupts the educational program. The Superintendent or designee shall document the impact the expression had or could be expected to have on the school program.

Legal Reference:

EDUCATION CODE

48907 Exercise of free expression; rules and regulations

48950 Speech and other communication

51520 Prohibited solicitations on school premises

UNITED STATES CODE, TITLE 20

4071-4074 Equal Access Act

CALIFORNIA CONSTITUTION

Article 1, Section 2 Freedom of speech and expression

U.S. CONSTITUTION

Amendment 1 Freedom of speech and expression

Date Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

SEXUAL HARASSMENT

BP 5145.7

Students

The Governing Board is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

The district strongly encourages any student who feels that he/she is being or has been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult who has experienced off-campus sexual harassment that has a continuing effect on campus to immediately contact his/her teacher, the principal, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the principal or a district compliance officer. Once notified, the principal or compliance officer shall take the steps to investigate and address the allegation, as specified in the accompanying administrative regulation.

The Superintendent or designee shall take appropriate actions to reinforce the district's sexual harassment policy.

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sexual harassment under any circumstance
3. Encouragement to report observed incidents of sexual harassment even where the alleged victim of the harassment has not complained

4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved
5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and prompt action shall be taken to stop any harassment, prevent recurrence, and address any continuing effect on students
6. Information about the district's procedure for investigating complaints and the person(s) to whom a report of sexual harassment should be made
7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues
8. A clear message that, when needed, the district will take interim measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation and that, to the extent possible, when such interim measures are taken, they shall not disadvantage the complainant or victim of the alleged harassment

Complaint Process and Disciplinary Actions

Sexual harassment complaints by and against students shall be investigated and resolved in accordance with law and district procedures specified in AR 1312.3 - Uniform Complaint Procedures. Principals are responsible for notifying students and parents/guardians that complaints of sexual harassment can be filed under AR 1312.3 and where to obtain a copy of the procedures.

Upon investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall have his/her employment terminated in accordance with law and the applicable collective bargaining agreement.

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48904 Liability of parent/guardian for willful student misconduct

48980 Notice at beginning of term

CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships

1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

12950.1 Sexual harassment training

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX, discrimination

UNITED STATES CODE, TITLE 42

1983 Civil action for deprivation of rights

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

106.1-106.71 Nondiscrimination on the basis of sex in education programs

Date Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

COURSE OF STUDY

BP 6143

Instruction

The Governing Board recognizes that a well-aligned sequence of courses fosters academic progress and provides for the best possible use of instructional time. The district's course of study shall provide students with opportunities to attain the skills, knowledge, and abilities they need to be successful in school, college, and the workplace.

The Superintendent or designee shall establish processes for ensuring the articulation of courses across grade levels within the district. As necessary, he/she also shall work with representatives of appropriate area districts and postsecondary institutions to ensure articulation of courses with other institutions to which district students may matriculate. The sequence of courses shall be designed to ensure that each course provides adequate preparation for the next course in the sequence, avoids significant duplication of content, and allows for reinforcement and progression in the subject matter.

Elementary Grades

The Board shall adopt a course of study for elementary grades that sufficiently prepares students for the secondary course of study.

Secondary Grades

The district shall offer all otherwise qualified students in grades 7-12 a course of study that prepares them, upon graduation from high school, to meet the requirements and prerequisites for admission to California public colleges and universities and to attain entry-level employment skills in business or industry.

In addition, the course of study for students in grades 9-12 shall include instruction in skills and knowledge for adult life, career technical training, and a timely opportunity for all otherwise qualified students to enroll, within four years before graduation, in each course necessary to fulfill the requirements and prerequisites for admission to California public colleges and universities.

The Superintendent or designee shall develop a process by which courses that meet college admission criteria (referred to as "a-g" course requirements) are submitted to the University of California for review and certification. He/she shall maintain an accurate list of all current high school courses that have been so certified, shall ensure that the list is provided annually to each student in grades 9-12, and shall make updated lists readily available.

Legal Reference:

EDUCATION CODE

33319.3 Driver education; CDE materials on road rage

33540 Government and civics instruction in interaction with government agencies

48980 Parental notifications

51202 Instruction in personal and public health and safety

51203 Instruction on alcohol, narcotics and restricted dangerous drugs

51204 Course of study designed for student's needs

51204.5 Social science instruction; history of California; contributions of various groups

51210-51212 Course of study for grades 1-6

51220-51229 Course of study for grades 7-12

51241 Exemption from physical education

51911-51921 Comprehensive health education

51930-51939 Comprehensive sexual health and HIV/AIDS prevention instruction

51940 Curriculum for brain and spinal cord injury prevention

60040-60052 Requirements for instructional materials

66204 Certification of high school courses as meeting university admission criteria

HEALTH AND SAFETY CODE

11032 Definition of dangerous drugs

CODE OF REGULATIONS, TITLE 5

10020-10049 Automobile driver education and training

10060 Physical education program

UNITED STATES CODE, TITLE 20

6101-6251 School-to-Work Opportunities Act of 1994

Date Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

INDIVIDUALIZED EDUCATION PROGRAM

BP 6159

Instruction

The Governing Board desires to provide educational alternatives that afford students with disabilities full educational opportunities. Students with disabilities shall receive a free appropriate public education and be placed in the least restrictive environment which meets their needs to the extent provided by law.

The Superintendent or designee shall develop administrative regulations regarding the appointment of the individualized education program (IEP) team, the contents of the IEP, and the development, review, and revision of the IEP.

To the extent permitted by federal law, a foster parent shall have the same rights relative to his/her foster child's IEP as a parent/guardian.

Legal Reference:

EDUCATION CODE

51225.3 Requirements for high school graduation and diploma

56055 Rights of foster parents pertaining to foster child's education

56136 Guidelines for low incidence disabilities areas

56195.8 Adoption of policies

56321 Development or revision of IEP

56321.5 Notice to include right to electronically record

56340.1-56347 Instructional planning and individualized education program

56350-56352 IEP for visually impaired students

56380 IEP reviews; notice of right to request

56390-56392 Certificate of completion, special education

56500-56509 Procedural safeguards

60640-60649 California Assessment of Student Performance and Progress

60850-60859 High school exit examination, especially: students with disabilities

60852.3 High school exit examination, exemption for students with disabilities

FAMILY CODE

6500-6502 Age of majority

GOVERNMENT CODE

7572.5 Seriously emotionally disturbed child, expanded IEP team

WELFARE AND INSTITUTIONS CODE

300 Children subject to jurisdiction

601 Minors habitually disobedient

602 Minors violating law defined as crime

CODE OF REGULATIONS, TITLE 5

853-853.5 State assessments, accommodations

1215.5-1218 High School Exit Examination, accommodations for students with disabilities

3021-3029 Identification, referral and assessment

3040-3043 Instructional planning and the individualized education program

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974

1400-1482 Individuals with Disabilities Education Act

Date Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

DELETE

Board Policy No. 6020: **STUDENTS WITH EXCEPTIONAL NEEDS**

- A. The Board adopts as policy the regulations and procedures of the SELPA. The Board, therefore, directs the Superintendent to see that all SELPA regulations and procedures are observed with regard to students with exceptional needs as defined by Education Code Section 56026. Such regulations and procedures shall be consistent with the requirements of federal and state laws and regulations.

Legal Reference: Education Code section 56000 et seq. CFR 34 § 300.200 et seq.

Date Policy Adopted By The Board: October 8, 2002

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

**PROCEDURAL SAFEGUARDS AND COMPLAINTS
FOR SPECIAL EDUCATION**

BP 6159.1

Instruction

The Governing Board desires to protect the rights of students with disabilities in accordance with the procedural safeguards set forth in state and federal law. Parents/guardians shall receive written notice of their rights in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee shall represent the district in any due process hearing conducted with regard to district students and shall inform the Board about the result of the hearing.

The Superintendent or designee shall address a complaint concerning compliance with state or federal law regarding special education in accordance with the district's uniform complaint procedures.

Legal Reference:

EDUCATION CODE

56000 Education for individuals with disabilities

56001 Provision of the special education programs

56020-56035 Definitions

56195.7 Written agreements

56195.8 Adoption of policies for programs and services

56300-56385 Identification and referral, assessment

56440-56447.1 Programs for individuals between the ages of three and five years

56500-56509 Procedural safeguards, including due process rights

56600-56606 Evaluation, audits and information

CODE OF REGULATIONS, TITLE 5

3000-3100 Regulations governing special education

4600-4671 Uniform complaint procedures

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act

UNITED STATES CODE, TITLE 42

11434 Homeless assistance

CODE OF FEDERAL REGULATIONS, TITLE 34

99.10-99.22 Inspection, review and procedures for amending education records

104.36 Procedural safeguards

300.1-300.818 Assistance to states for the education of students with disabilities, especially:

300.500-300.520 Procedural safeguards and due process for parents and students

COURT DECISIONS

Winkelman v. Parma City School District, (2007) 550 U.S. 516

Date Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION

BP 6159.2

Instruction

The Governing Board recognizes its responsibility to provide all district students, including students with disabilities, a free appropriate public education in accordance with law. When the district is unable to provide direct special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian school or agency to meet the students' needs.

In selecting nonpublic, nonsectarian schools or agencies with which the district may contract for the placement of any district student with disabilities, the Superintendent or designee shall follow the procedures specified in law and accompanying administrative regulation.

Prior to entering into a contract to place any student in a nonpublic, nonsectarian school or agency, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with disabilities in accordance with Education Code 56366. In addition, the Superintendent or designee shall monitor, on an ongoing basis, the certification of any nonpublic, nonsectarian school with which the district has a contract to ensure that the school or agency's certification has not expired.

No district student shall be placed in a nonpublic, nonsectarian school or agency unless the student's individualized education program (IEP) team has determined that an appropriate public education alternative does not exist and that the nonpublic, nonsectarian school or agency placement is appropriate for the student. In accordance with law, any student with disabilities placed in a nonpublic, nonsectarian school or agency shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, the procedural safeguards, due process rights, and periodic review of his/her IEP.

During the period when any student with disabilities is placed in a nonpublic, nonsectarian school or agency, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in his/her IEP.

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

In accordance with Education Code 56366.2, the Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, 56366.3, and 56366.6.

Legal Reference:

EDUCATION CODE

56034-56035 Definitions of nonpublic, nonsectarian school and agency
56042 Placement not to be recommended by attorney with conflict of interest
56101 Waivers
56163 Certification
56168 Responsibility for education of student in hospital or health facility school
56195.8 Adoption of policies
56342.1 Individualized education program; placement
56360-56369 Implementation of special education
56711 Computation of state aid
56740-56743 Apportionments and reports
56760 Annual budget plan; service proportions
56775.5 Reimbursement of assessment and identification costs

FAMILY CODE

7911-7912 Interstate compact on placement of children

GOVERNMENT CODE

7570-7587 Interagency responsibilities for providing services to children with disabilities,
especially:

7572.55 Seriously emotionally disturbed child; out-of-state placement

WELFARE AND INSTITUTIONS CODE

362.2 Out-of-home placement for IEP

727.1 Out-of-state placement of wards of court

CODE OF REGULATIONS, TITLE 5

3001 Definitions

3060-3070 Nonpublic, nonsectarian school and agency services

UNITED STATES CODE, TITLE 20

1400-1487 Individuals with Disabilities Education Act

CODE OF FEDERAL REGULATIONS, TITLE 34

300.129-300.148 Children with disabilities in private schools

Date Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

**APPOINTMENT OF SURROGATE PARENT
FOR SPECIAL EDUCATION STUDENTS**

BP 6159.3

Instruction

In order to protect the rights of students with disabilities, the Superintendent or designee shall appoint a surrogate parent to represent a student with disabilities as necessary in accordance with law. He/she shall develop procedures for recruiting, training and assigning adults to serve as surrogate parents.

Legal Reference:

EDUCATION CODE

56028 Parent

56050 Surrogate parents

56055 Rights of foster parents

GOVERNMENT CODE

7570-7587 Interagency responsibilities for providing services to disabled children, especially:

7579.5 Surrogate parent; appointment; qualifications; liability

WELFARE AND INSTITUTIONS CODE

300 Children subject to jurisdiction

361 Limitations on parental control

601 Minors habitually disobedient or truant

602 Minors violating laws

726 Limitations on parental control

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act, especially:

1415 Procedural safeguards

UNITED STATES CODE, TITLE 42

11434a Definitions

CODE OF FEDERAL REGULATIONS, TITLE 34

300.30 Definition parent

300.519 Surrogate parents

Date Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION

BP 6164.4

Instruction

The Governing Board recognizes the need to actively seek out and evaluate district residents from birth to age 21 who have disabilities in order to provide them with appropriate educational opportunities in accordance with state and federal law.

The Superintendent or designee shall establish a comprehensive system that includes procedures for the identification, screening, referral, and regular and triennial assessment of individuals eligible for special education, as well as procedures for the planning, implementation, and review of the education and related services provided to such individuals.

The district's identification procedures shall include methods for utilizing referrals from parents/guardians, teachers, appropriate professionals, and others, and shall be coordinated with school site procedures for referral of students whose needs cannot be met with modifications to the regular instructional program.

The Superintendent or designee shall notify parents/guardians, in writing, of their rights related to identification, referral, assessment, instructional planning, implementation, and review, including the right to consent to any assessment concerning their child. In addition, the Superintendent or designee shall notify parents/guardians of procedures for initiating a referral for assessment to identify individuals who need special education services.

Legal Reference:

EDUCATION CODE

44265.5 Professional preparation for teachers of impaired students

56000-56885 Special education programs, especially:

56195.8 Adoption of policies

56300-56304 Identification of individuals with disabilities

56320-56331 Assessment

56333-56338 Eligibility criteria for specific learning disabilities

56340-56347 Instructional planning and individualized education program

56381 Reassessment of students

56425-56432 Early education for individuals with disabilities

56441.11 Eligibility criteria, children ages 3-5

56445 Transition to grade school; reassessment

56500-56509 Procedural safeguards

GOVERNMENT CODE

95000-95029.5 California Early Intervention Services Act

CODE OF REGULATIONS, TITLE 5

3021-3029 Identification, referral and assessment

3030-3031 Eligibility criteria

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974

1412 State eligibility

1415 Procedural safeguards

CODE OF FEDERAL REGULATIONS, TITLE 34

104.35 Evaluation and placement

104.36 Procedural safeguards

300.1-300.818 Individuals with Disabilities Education Act, especially:

300.301-300.306 Evaluations and reevaluations

Date Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

IDENTIFICATION AND EDUCATION UNDER SECTION 504

BP 6164.6

Instruction

The Governing Board believes that all children, including children with disabilities, should have the opportunity to learn in a safe and nurturing environment. The Superintendent or designee shall work to identify children with disabilities who reside within the jurisdiction of the district in order to ensure that they receive educational and related services required by law.

The Superintendent or designee shall provide qualified students with disabilities with a free appropriate public education (FAPE), as defined under Section 504 of the federal Rehabilitation Act of 1973. Such students shall receive regular or special education and related aids and services designed to meet their individual educational needs as adequately as the needs of students without disabilities are met.

In addition, qualified students with disabilities shall be provided an equal opportunity to participate in programs and activities that are integral components of the district's basic education program, including, but not limited to, extracurricular athletics, interscholastic sports, and/or other nonacademic activities.

In providing services to students with disabilities under Section 504, the Superintendent or designee shall ensure district compliance with law, including providing the students and their parents/guardians with applicable procedural safeguards and required notifications. Any dispute as to the identification, evaluation, or placement of any student with a disability shall be resolved in accordance with the processes specified in the "Procedural Safeguards" section of the accompanying administrative regulation.

Legal Reference:

EDUCATION CODE

49423.5 Specialized physical health care services

52052 Numerically significant student subgroups

52060-52077 Local control and accountability plan

56043 Special education, timelines

56321 Assessment; development of IEP; parental notifications, consent

CODE OF REGULATIONS, TITLE 5

3051.12 Health and Nursing Services

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

705 Definitions; Vocational Rehabilitation Act

794 Rehabilitation Act of 1973, Section 504

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

CODE OF REGULATIONS, TITLE 28

35.101-35.190 Nondiscrimination on the basis of disability in state and local government services

CODE OF FEDERAL REGULATIONS, TITLE 34

104.1-104.61 Nondiscrimination on the basis of handicap, especially:

104.1 Purpose to effectuate Section 504 of the Rehabilitation Act of 1973

104.3 Definitions

104.32 Location and notification

104.33 Free appropriate public education

104.34 Educational setting

104.35 Evaluation and placement

104.36 Procedural safeguards

104.37 Nonacademic services

104.7 Responsible employee; grievance procedures

Date Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

SUPPLEMENTAL INSTRUCTION

BP 6179

Instruction

The Governing Board recognizes that high-quality supplemental instruction can motivate and support students to attain grade-level academic standards, overcome academic deficiencies, and/or acquire critical skills. The district shall offer programs of direct, systematic, and intensive supplemental instruction to meet student needs. Supplemental instruction shall be offered in accordance with law and may be used to assist the district in meeting its goals for student achievement.

Supplemental instruction may be offered during and outside the regular school day, including during the summer, before school, after school, on Saturday, and/or during intersessions. When supplemental instruction is offered during the regular school day, it shall not supplant the student's instruction in the core curriculum areas or physical education.

As appropriate, supplemental instruction may be provided through a classroom setting, individual or small group instruction, technology-based instruction, and/or an arrangement with a community or other external service provider.

When determined to be necessary by the principal or designee, a student may be required to participate in supplemental instruction outside the regular school day. In such cases, written parent/guardian consent shall be obtained for the student's participation.

Supplemental instruction shall be offered to students in grades 2-9 who have been retained or recommended for retention at their current grade level.

The district shall offer alternative supports designed to increase the academic achievement of socioeconomically disadvantaged students attending schools identified by the California Department of Education for program improvement for two or more consecutive years.

In addition, supplemental instruction may be offered to:

Students who are identified as being at risk for retention based on state assessment results, grades, or other indicators

Students who demonstrate academic deficiencies that may jeopardize their attainment of academic standards

High school students who need support to successfully complete courses required for graduation

Legal Reference:

EDUCATION CODE

37202 School calendar

Weekend classes

37254.1 Supplemental instruction, summer school

42238.07 Local control funding formula

Length of school day

48070.5 Promotion and retention

Compulsory education

Translation of notices

51212 Courses of study, elementary schools

51228 Courses of study, secondary schools

52077 Local control and accountability plan

Definitions, core curriculum areas

60649 California Assessment of Student Performance and Progress

60859 High school exit examination, especially:

Suspension of high school exit examination

CODE OF REGULATIONS, TITLE 5

11472 Summer school

Date Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

ADULT EDUCATION

BP 6200

Instruction

The Governing Board believes that education is a lifelong process and that it is important for individuals to continuously develop new skills. Eligible adults shall be offered opportunities to enroll in programs and courses that develop academic and workforce skills and, as appropriate, lead to completion of requirements for high school graduation.

The Superintendent or designee shall recommend, for approval by the Board and the California Department of Education, courses to be offered through the district's adult education program.

To ensure efficient and coordinated adult education services, the district shall collaborate with other local educational agencies and the community college district in the region's adult education consortium. The district shall participate in the consortium's identification of the educational needs of adults in the region, identification of available funding and services, development and approval of an adult education plan pursuant to Education Code 84906, and implementation of strategies to address the identified needs, improve the effectiveness of district services, and improve students' transitions into postsecondary education and the workforce.

The district's representative to the region's adult education consortium shall be designated by the Board.

The Superintendent or designee shall ensure that all teachers of adult education classes possess an appropriate credential issued by the Commission on Teacher Credentialing and have access to high-quality professional development to continuously enhance their knowledge and skills.

Adult education classes may be offered any day or evening, including weekends, for such length of time during the school year as determined by the Board.

Adult education students who fulfill the district's graduation requirements shall receive a diploma of high school graduation.

The Superintendent or designee shall regularly report to the Board on the effectiveness of the district's adult education program. This report shall include, but not be limited to, the number of adults and high school students participating in the program, student participation in each type of adult education course or class, and the extent to which students successfully completed these programs, including, as applicable, the completion of requirements for the high school diploma or certificate of equivalency.

Legal Reference:

EDUCATION CODE

8500-8538 Adult education
10200 CalWORKs education and job training plan
41975-41976.2 Adult education; authorized classes and courses
44260.2-44260.3 Credential requirements, designated subjects adult education credential
44865 Qualifications for home teachers and teachers in special classes
46190-46192 Adult school; days of attendance
46300.1-46300.4 Independent study
51040 Prescribed courses
51056 Adult education course of study
51225.3 Requirements for graduation
51241 Physical education exemptions
51246 Physical education exemptions
51730-51732 Elementary school special day and evening classes
51745-51749.6 Independent study
51810-51815 Community service classes
52500-52523 Adult schools
52530-52531 Use of hospitals
52540-52544 Adult English classes
52550-52556 Classes in citizenship
52570-52572 Disabled adults
52610-52616.24 Adult schools, finances
52651-52656 Immigrant Workforce Preparation Act
60410 Books for adult classes
84830 Adult education consortium
84900-84920 Adult Education Block Grant
WELFARE AND INSTITUTIONS CODE
11320-11329.5 CalWORKs, including education and job training
CODE OF REGULATIONS, TITLE 5
10501 Adult education
10508 Records and reports
10530-10534 Standards
80034 Teaching credentials, adult education
80034.5 Adult education, substitute teachers
80036-80036.4 Requirements for designated subjects adult education credential
80040.2-80040.2.7 Programs of personalized preparation for the designated subjects adult education teaching credentialing
UNITED STATES CODE, TITLE 20
2301-2415 Carl D. Perkins Career and Technical Education Act
UNITED STATES CODE, TITLE 29
3101-3255 Workforce Innovation and Opportunity Act
3271-3333 Adult Education and Family Literacy Act

Date Policy Adopted:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

MEETING CONDUCT

BB 9323

Board Bylaws

Meeting Procedures

All Governing Board meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned at 10:00 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date.

Quorum and Abstentions

The Board shall act by majority vote of all of the membership constituting the Board.

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, his/her abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

Public Participation

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information *as a condition of attending the meeting*.

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item.
2. At a time so designated on the agenda at a regular meeting, members of the public may

bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law.

3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board or staff member may ask a question for clarification, make a brief announcement, or make a brief report on his/her own activities.

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter.

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak.
5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

Individual speakers shall be allowed three minutes to address the Board on each agenda or nonagenda item. The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.

In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously.

6. The Board president may rule on the appropriateness of a topic, subject to the following conditions:
 - a. If a topic would be suitably addressed at a later time, the Board president may indicate the time and place when it should be presented.
 - b. The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions.

- c. The Board shall not prohibit public criticism of district employees. However, whenever a member of the public initiates specific complaints or charges against an individual employee, the Board president shall inform the complainant of the appropriate complaint procedure.

- 7. The Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board.

The Board may remove disruptive individuals and order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda.

When such disruptive conduct occurs, the Superintendent or designee shall contact local law enforcement as necessary.

Recording by the Public

Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee shall designate locations from which members of the public may broadcast, photograph, or tape record open meetings without causing a distraction.

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board.

Legal Reference:

EDUCATION CODE

5095 Powers of remaining board members and new appointees

32210 Willful disturbance of public school or meeting a misdemeanor

35010 Prescription and enforcement of rules

35145.5 Agenda; public participation; regulations

35163 Official actions, minutes and journal

35164 Vote requirements

35165 Effect of vacancies upon majority and unanimous votes by seven member board

GOVERNMENT CODE

54953.5 Audio or video tape recording of proceedings

54953.6 Broadcasting of proceedings

54954.2 Agenda; posting; action on other matters

54954.3 Opportunity for public to address legislative body; regulations

54957 Closed sessions

54957.9 Disorderly conduct of general public during meeting; clearing of room

Date Bylaw Adopted by the Board: May 12, 2015

Revised:

Laguna Beach Unified School District

17. ACTION

October 23, 2017

Approval: Approval of Change Order No. 1 in the amount of \$14,451.00 to Best Contracting Services, Inc. for LBUSD Roofing Replacements at Various Sites

Proposal

Staff proposes the Board of Education approve Change Order No. 1 to Best Contracting Services, Inc. in the amount of \$14,451.00 for the Roofing Replacements at Various Sites project. The original contract amount awarded for the project was for \$317,713.00. The total of all change orders is \$14,451.00 or 4.5% of the project. The new total contract amount shall be \$332,164.20.

Background

Certain modifications were required during the construction phase of the Roofing Replacements at Various Sites project, which require a change order. The cumulative total of the change order to the contractor listed below is within the 10% allowed by the Public Contract Code.

At Thurston Middle School the plywood substrate required replacement at the covered walkway adjacent to Classrooms 212-215, backing was added for shingle attachment at the base of the mechanical well screen walls, and a credit was provided to reimburse the District for expenses to repair damaged HVAC systems. At El Morro Elementary School existing metal drip edge at the roof to fascia transition and existing fascia boards were cleaned, prepped, and painted at locations of new roof gutters.

Budget Impact

The change order in the amount of \$14,451.00 will be paid from the Capital Improvement Fund (Fund 4042), the same funding source as the original contract.

Recommended Action

Staff recommends the Board of Education approve the listed change order in the amount of \$14,451.00 at the LBUSD Roofing Replacements at Various Sites project as listed in the Board report. No change to the completion date. The original contract amount awarded for the project was for \$317,713.00. The total of all change orders is \$14,451.00. The new total contract amount shall be \$332,164.20.

Laguna Beach Unified School District

18. ACTION

October 23, 2017

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

Proposal

Accept the contract for Best Contracting Services, Inc. for the LBUSD Roofing Replacement at Various Sites project as complete and authorize the Assistant Superintendent of Business Services to file a Notice of Completion with the County of Orange Recorder's Office.

Background

On May 23, 2017 the Board of Education approved the award of contract to Best Contracting Services, Inc. for the LBUSD Roofing Replacement at Various Sites project. The contract is substantially complete and ready for acceptance by the Board of Education. At this time, staff requests the Board accept this contract as complete and authorize the filing of a Notice of Completion (NOC) with the County of Orange Records Office.

The NOC, once executed and recorded by the Orange County Clerk-Recorder, serves to give formal notice to all subcontractors, manufacturers, and material suppliers that they have 30 days in which to submit any claims to the District for payment due from any prime contractors. The filing of the NOC also generally serves to trigger the start of warranty/guarantee periods, including the extended period of applicable performance bonds by various contractors, which generally run for a period of one year from the recording date of NOC. While such action declares the project to be "completed," it does not require any retention funds to be automatically released to project engineers or contractors.

Budget Impact

No budget impact will occur as a result of this action.

Recommended Action

Staff recommends that the Board of Education accept the contract for Best Contracting Services, Inc. for the LBUSD Roofing Replacement at Various Sites project as complete and authorize the Assistant Superintendent of Business Services to file a Notice of Completion with the County of Orange Recorder's Office.



LAGUNA BEACH UNIFIED SCHOOL DISTRICT - Roofing Replacements at Various Sites
Financial Reconciliation Letter – Bid Package No. 1

October 9, 2017

Charlie Minshew
Best Contracting Services, Inc.
19027 South Hamilton Avenue
Gardena, CA 90248

PROJECT: Roofing Replacements at Various Sites, Project No. 2017_1
SUBJECT: Final Reconciliation Letter – Bid Package No. 1

This closeout letter constitutes as a full and final compromise settlement of any and all known and unknown claims by the Contractor against the Owner (Laguna Beach Unified School District) and the Laguna Beach Unified School District **Roofing Replacements at Various Sites**, including but not limited to, disputed, undisputed and doubtful claims. Payment of Owner of the amount agreed under this contract in the amount of \$332,164.20 shall constitute a full and complete accords and satisfaction of all such claims and shall constitute payment in full and a full release and discharge of owner, and their respective officers, directors, agents, sureties and employees from any and all further liability in connection with the subject project and contract. Contractor expressly waives any and all rights under California Civil Code Section 1542 which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Once this document signed by Best Contracting Services (Bid Package No. 1), it constitutes acceptance of the statements made above. Also, an official "Notice of Completion" will be brought to the Board of Education for approval and retention can be billed and then released thirty five (35) days following the recording of the "Notice of Completion". Once disputes are reconciled and the form is signed, only then can the District file the "Notice of Completion" enabling the Contractor to bill for retention held. Also, in order for your firm to be issued the ensuing final retention payment, all items listed below in the "Items to be Completed" list must be complete and accepted by the Construction Manager and the District.

Best Contracting Services, Inc.

By: BOB MARS, COO
Contractor Legally Responsible Printed Name

Signature: Bob Mars

Date: 10/11/17

ITEMS TO BE COMPLETED:

1. Consent of Surety
2. Final Compliance of Certified Payroll Reports

Recording Requested by:
Jeff Dixon, Assistant Superintendent of Business Services
Laguna Beach Unified School District

Mail to:
Laguna Beach Unified School District
550 Blumont Street
Laguna Beach, CA 92651

NO FEE RECORDING REQUESTED
GOVERNMENT EXEMPT CODE 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that the Laguna Beach Unified School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property to wit: **El Morro Elementary School, 8681 North Coast Highway, Laguna Beach, CA 92651 & Thurston Middle School, 2100 Park Avenue, Laguna Beach, CA 92651.** The contract for the doing of which was heretofore entered into on the 23rd day of May, 2017 which contract was made with **Best Contracting Services, Inc.** as Contractor; that said improvements were completed on October 23, 2017 and accepted by formal action of the governing board of said district on the 23rd day of October, 2017; that title to said property is vested in the Laguna Beach Unified School District of Orange County, California; that the surety for the above named Contract is the **The Hanover Insurance Company**; that the property hereinafter referred to and on which said improvements were made is described as follows:

Laguna Beach Unified School District Roofing Replacement at Various Sites Project

LAGUNA BEACH UNIFIED SCHOOL DISTRICT
OF ORANGE COUNTY, CALIFORNIA

By _____
Jeff Dixon
Assistant Superintendent of Business Services

STATE OF CALIFORNIA)

)ss.

COUNTY OF ORANGE)

Jeff Dixon, being first duly sworn, deposes and says:

That he is a representative of the Board of Education of the Laguna Beach Unified School District of the County of Orange;

That the Laguna Beach Unified School District of Orange County, California, is the owner of said property described in the foregoing notice;

That he has read the foregoing notice and knows the contents thereof and that the facts stated therein are true.

Jeff Dixon
Assistant Superintendent of Business Services

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20 ____, by Jeff Dixon, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary Signature _____

Seal

Laguna Beach Unified School District

19. ACTION

October 23, 2017

Approval: **Approval to Award a Contract for Architectural Services to Ruhnu Clarke Architects for LBHS Stadium Restroom and Storage Building, LBHS Main Office Renovation, LBHS Main Quad Modernization, and the Preparation of Updated Site Plans for Districtwide School Sites at a Cost Not-to-Exceed \$138,000**

Proposal

Authorize the Assistant Superintendent of Business Services to enter into a contract with Ruhnu Clarke Architects to provide architectural services for LBHS Stadium Restroom and Storage Building, LBHS Main Office Renovation, LBHS Main Quad Modernization, and the preparation of updated Site Plans for Districtwide School Sites.

Background

On August 25, 2017 staff sent out a Request for Proposal (RFP) to qualified firms to provide architectural services for various projects at Laguna Beach High School and to update site plans for districtwide school sites. On September 15, 2017 three (3) firms submitted proposals for design services and all three (3) were interviewed by a selection committee on September 22, 2017. The scope of services is as follows:

- **LBHS Main Office Renovation:** **\$12,000**
 - Architectural and engineering services to program and develop conceptual plan options for the high school main office that fit the needs of the facility and staff for the long term.
 - Review existing building layout and mechanical, electrical, and plumbing systems to develop functional and cost effective design options that meet the administration's needs.
- **LBHS Main Quad Modernization:** **\$15,000**
 - Architectural and engineering services to program and develop conceptual plan options to modernize the main quad area.
 - The project will focus on increasing seating capacity, implementation of sustainable landscape, addition of shade, and the betterment of circulation through the area.
- **LBHS Stadium Restroom and Storage Building:** **\$81,000**
 - Provide complete design and construction services to construct a new Restroom and Storage Building adjacent to the stadium visitor bleachers and varsity baseball field.
- **Districtwide Updated School Site Plans:** **\$30,000**
 - Research, survey, and create current site plan diagrams for the four (4) school sites for use by the District for facility management and safety & security functions.

After an extensive evaluation process, staff is recommending the retention of Ruhnu Clarke Architects to provide architectural services for the projects.

Ruhnu Clarke Architects has provided excellent services and professionalism on multiple projects, including the 2015 Laguna Beach High School Stadium Renovation project.

Budget Impact

The fiscal impact to the District is a fixed fee of \$138,000 plus a not to exceed reimbursable expense allowance of \$10,000 expended from the Capital Improvement Plan (CIP) Special Reserve (Subfund 4042).

Recommended Action

Staff recommends the Board of Education award architectural service contract to Ruhnu Clarke Architects for the LBHS Stadium Restroom and Storage Building, LBHS Main Office Renovation, LBHS Main Quad Modernization, and the Preparation of Updated Site Plans for Districtwide School Sites for a total cost of \$138,000.

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 24th day of October in the year 2017 by and between the LAGUNA BEACH UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," and RUHNAU CLARKE ARCHITECTS, hereinafter referred to as "ARCHITECT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES." This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural services for the LBHS STADIUM RESTROOM & STORAGE BUILDING, LBHS MAIN OFFICE RENOVATION, LBHS MAIN QUAD MODERNIZATION, AND UPDATED ARCHITECTURAL SITE PLANS FOR DISTRICTWIDE SCHOOL SITES, hereinafter referred to as the "PROJECT"; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants, as enumerated in Articles II and III of this AGREEMENT.

2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that it will follow the standards of its profession in performing all services under this AGREEMENT. The ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the PARTIES and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the DISTRICT on or before a date to be agreed upon in writing by the DISTRICT. The construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect ("DSA") for review and approval on or before a date to be agreed upon in writing by the DISTRICT.

4. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than \$21,000, the ARCHITECT shall comply with the requirements set forth in Public Contract Code section 3000, et seq., including signing the required certification.

5. The ARCHITECT has been selected based on ARCHITECT's knowledge of California public schools and ARCHITECT's knowledge of the educational system for funding and construction and is thoroughly familiar with the requirements of the OPSC for state funding, DSA for approvals of plans and specifications, and of the CDE for site approvals and educational requirements that are applicable to a public school project.

6. The ARCHITECT shall coordinate its services with the Contractor, Project Inspector, its consultants and other parties to ensure that all requirements under DSA's Inspection Card (Form 152) and any subsequent revisions, supplements or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements and in compliance with the PROJECT schedule. The ARCHITECT and its consultants shall take all action necessary as to not delay progress in meeting any DSA requirements. The ARCHITECT shall meet all requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions, supplements or updates thereto issued or required by DSA. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete the PROJECT. The ARCHITECT's services shall include those described in this AGREEMENT, and include all structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of "Construction Documents" defined as including, but not limited to, the following: The contract between the DISTRICT and the "Contractor" awarded the PROJECT (the "Contract"), general and supplementary conditions of the Contract between the DISTRICT and Contractor, drawings, specifications, Addenda, Revisions and other documents listed in the Contract, and modifications issued after execution of the Contract between the DISTRICT and Contractor.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies (for both on and off-site approvals) and any other entities including, but not limited to, those responsible for electrical, gas, water, sanitary or storm sewer, telephone, cable/TV, antenna-based services (e.g., Dish Network), internet providers, public utilities, the fire department, as well as the County Health Department, California Department of Education ("CDE"), the Office of Public School Construction ("OPSC"), State Water Resources Control Board (SWRCB), and DSA. If necessary, the ARCHITECT shall secure preliminary agency approvals and notify the DISTRICT in writing as to the actions the DISTRICT must take to secure formal approvals.

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT's needs, Program, and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.

5. The ARCHITECT shall assist the DISTRICT in determining the phasing of the PROJECT that will most efficiently and timely complete the PROJECT. This includes phasing the PROJECT's construction and the inspection approval process so Incremental Approvals as required under DSA's Construction Oversight Process Procedure can be obtained during the completion of the PROJECT.

6. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule, and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of educational specification requirements under Education Code section 17251 and under Title 5 California Code of Regulations, Section 14000, et seq.

7. The ARCHITECT shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings, or locations.

8. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its consultants, the DISTRICT's representative(s), and other consultants of the DISTRICT during PROJECT development.

9. The ARCHITECT shall make revisions in Drawings, Specifications, the Project Manual, or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by the DISTRICT, including revisions made necessary by adjustments in the DISTRICT's Program or Budget as defined in Article IV.

10. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction. The ARCHITECT shall be prepared to prioritize and prepare a priority list to address critical Program and PROJECT needs as opposed to optional items that may be dropped if there is inadequate Budget for the PROJECT. In the case where there are Budget constraints, the ARCHITECT, shall prepare a priority list of critical programmatic needs and items that may be of lesser priority and review the Program with the DISTRICT.

11. The ARCHITECT shall provide services in connection with the work of a Construction Manager or separate consultants retained by DISTRICT.

12. The ARCHITECT shall provide detailed estimates of the PROJECT's Construction Costs at no additional cost to DISTRICT as further described in Articles V and VI.

13. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment, and labor consistent with OPSC requirements for such surveys or estimates.

14. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.

15. The ARCHITECT shall provide interior design and other services required for, or in connection with, graphics and signage. All other interior design services are addressed under Article III as an Additional Service.

16. To the extent the ARCHITECT is not familiar or does not have experience with any materials or systems designed for the PROJECT, the ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities, such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.

17. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to the DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

18. The ARCHITECT shall certify to the best of its information, pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any Construction Document for the PROJECT and will ensure that contractors provide the DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in the PROJECT's specifications that materials containing ACBM's shall not to be included or incorporated into the PROJECT. The ARCHITECT shall incorporate requirements into the PROJECT's specifications that indicate the above certification shall be part of the Contractor's final PROJECT submittal to the DISTRICT.

19. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.

20. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings. The ARCHITECT shall be prepared to address concept and programmatic requirements for the PROJECT in such presentations, public hearings and public meetings. In addition, the ARCHITECT shall attend and assist in legal proceedings that arise from the errors or omissions of the ARCHITECT.

21. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified, or extended without written agreement between the DISTRICT and ARCHITECT.

22. The ARCHITECT shall comply with all federal, state, and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

23. The ARCHITECT shall have access to the work at all times.

24. The ARCHITECT shall commit the same PROJECT representatives from the commencement of services under this AGREEMENT through the completion of the Project Close-Out Phase. Any change in staff will require the written approval of the DISTRICT.

25. Schematic Design Phase

a. The ARCHITECT shall meet with the DISTRICT to understand and verify the DISTRICT's requirements for its Program. In the cases where a Program is furnished to the ARCHITECT by the DISTRICT, the ARCHITECT shall review the DISTRICT's Program and address if the Program, in the ARCHITECT's professional opinion, is realistic. If there are issues with the Program that has been provided, as part of the Schematic Design Services, ARCHITECT shall rework the Program with the DISTRICT representative and the DISTRICT to establish a priority list of programmatic needs and items that may be within and outside of the DISTRICT's Budget. Once the Schematic Design, Program and Budget are reconciled with the DISTRICT representative, and the DISTRICT approves the Schematic Design, Program and Budget, the ARCHITECT may then move on to the Design Development Phase.

b. In the cases where the DISTRICT has not established a Program, the ARCHITECT shall work with the DISTRICT to help establish a Program and Budget based on available state funding, available grants, or available funds (in the cases where no funding or grants are available). The ARCHITECT's familiarity with how projects are funded by the state or through grants shall be part of the expertise the DISTRICT is relying upon in conjunction with the ARCHITECT's experiences with similar projects and programs for the establishment of the DISTRICT's Program and PROJECT under this AGREEMENT. The ARCHITECT shall not design for a Program or PROJECT that exceeds the DISTRICT's Budget unless the ARCHITECT obtains the written consent of the DISTRICT and an agreement that the ARCHITECT is permitted to exceed the available Budget.

c. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings, renderings, programmatic outlines, and other documents illustrating the scale and relationship of the PROJECT's components. These documents shall be prepared with the understanding that Design Development and Construction Documents Phases of this AGREEMENT shall be completed in accordance with the realistic understanding of and adherence to the Schematic Design. The Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations of the State and local governmental agencies and/or authorities having jurisdiction over the PROJECT, including, but not limited to, the OPSC, the CDE, DSA, the County Health Department and the local fire marshal/department, which are required for the final approval of the PROJECT's completed Construction Documents.

d. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT and PROJECT's priorities for approval by the DISTRICT.

e. If directed by the DISTRICT at the time of approval of the Schematic Design Documents, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, phased construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Careful attention is directed to DSA requirements for phasing of projects and the likelihood that DSA or other agency approvals may expire during the phases. If there is an expiration and need to obtain additional DSA approvals for future phases, the ARCHITECT shall provide the DISTRICT with a written notification of the PROJECT approvals that may expire due to phasing. Alternate construction schemes made by the DISTRICT subsequent to the Design Development Phase shall be provided as an Additional Service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT.

f. The ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal, and signature on all drawings and specifications prepared by said engineer.

g. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.

h. The ARCHITECT shall perform Schematic Design services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

i. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

26. Design Development Phase (Preliminary Plans)

a. Upon approval by the DISTRICT of the Schematic Design services set forth above, the ARCHITECT shall prepare Design Development Documents based on the Schematic Design and based on the Program that has been approved by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross-sections, and other documents necessary to depict the design of the PROJECT, and shall outline specifications to fix and illustrate the size, character, and quality of the entire PROJECT as to the Program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, the CDE, DSA, the County Health Department and the local fire marshal/department.

b. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

c. The ARCHITECT shall perform all Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

27. Construction Document Phase (Final Plans)

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

b. The ARCHITECT shall prepare and file all documents required for, and obtain the required approvals of, all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, CDE, DSA, local fire marshal/department, City Design Review, County Health Department, Department of Public Works, and any other governmental agencies or authorities which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental agencies and/or authorities. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due any governmental agencies and/or authorities in order to submit such cost information to the DISTRICT so payments can be prepared by the DISTRICT.

c. The ARCHITECT shall identify all tests and special inspections on the Statement of Structural Tests and Special Inspections (Form DSA 103) that are required for the completion of the PROJECT as designed and submit such DSA 103 to DSA for approval along with all other Construction Documents. Upon DSA's approval of the Construction Documents, including the approved DSA 103 for the PROJECT, the ARCHITECT shall ensure that a copy of the approved DSA 103 for the PROJECT is provided to the DISTRICT, the Laboratory of Record, each Special Inspector working on the PROJECT, the Project Inspector and the Contractor.

d. When the ARCHITECT is preparing the Construction Documents, the ARCHITECT shall include provisions that require the Contractor to:

(1) Provide the DISTRICT with one (1) complete set of electronic format operation manuals;

(2) Provide adequate training and consultation to DISTRICT personnel in the operation, testing, start-up, adjusting and balancing of mechanical, electrical,

heating, air conditioning, and other systems installed by Contractor or its subcontractors; and

(3) Coordinate with IOR to review and approve the Contractor furnished marked set of prints which indicate the dimensioned location of buried utility lines and which show changes in the work made during construction ("as-built documents"). All as-built documents shall be provided to the DISTRICT in a format approved by the DISTRICT.

e. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the Construction Cost arising from market fluctuations or approved changes in scope or requirements.

f. The ARCHITECT shall perform Construction Document Services to keep the PROJECT within all Program scope constraints set by the DISTRICT, as well as approved Budget, unless otherwise modified by written authorization by the DISTRICT.

g. As part of the ARCHITECT's professional services, ARCHITECT has coordinated the drawings on the PROJECT. It is suggested, but not mandatory, that ARCHITECT perform a clash detection review of the final Construction Documents prior to submission to DSA. However, if the Construction Manager, or Design Build entity performs a clash check, ARCHITECT shall work with the Construction Manager or Design Build entity to perform reasonable clash check resolution meetings and make revisions as necessary prior to DSA submission, during DSA review, and after DSA review (followed by CCD submission or Addenda submission to document any necessary changes).

h. If the estimated PROJECT Construction Cost exceeds the Budget, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

28. Bidding & Award Phase

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall assist the DISTRICT in the coordination and preparation of all the necessary bidding information and bidding forms required to bid the PROJECT. The ARCHITECT shall also assist the DISTRICT with the preparation of the Contractor's Contract form, the general conditions, the supplementary conditions, and all other contract documents necessary to bid the PROJECT and award a complete Contract to the lowest responsible responsive bidder. The DISTRICT will provide the standard general conditions and supplementary conditions that must be incorporated into the Contract with the Contractor. The ARCHITECT shall review the general conditions, supplementary conditions, and all other contract documents provided by the DISTRICT for incorporation into the Contract with the Contractor and shall coordinate such documents with all other Construction Documents that are prepared by the ARCHITECT

pursuant to this AGREEMENT. The ARCHITECT's coordination obligations under this Section include, but are not limited to, verifying that any and all bid instructions and requirements set forth in the specifications prepared by the ARCHITECT are also set forth in the Instructions to Bidders and the Bid Form that are distributed to the bidders in connection with the PROJECT. The ARCHITECT shall prepare and sign all written Addendums that are necessary to incorporate changes into the DSA approved Construction Documents prior to the award of the PROJECT. The ARCHITECT shall assist the DISTRICT in distributing all Addendums to each bidder that has obtained a set of the DSA approved Construction Documents. The ARCHITECT shall ensure that all Addendums are submitted to and approved by DSA prior to certification of the PROJECT.

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. The DISTRICT may identify a printing company and/or plan room. The ARCHITECT will provide electronic files to that printer for use in printing and distribution of bid and Construction Documents.

e. If the lowest bid exceeds the Budget (or if a complete detailed estimate is prepared by a certified professional cost estimator from Construction Documents that are at least 90% completed) for the PROJECT, the ARCHITECT, in consultation with, and at the direction of, the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

f. ARCHITECT shall make subsequent revisions to drawings, specifications, and other DSA approved Construction Documents that result from the approval of accepted substitution requests, RFI, or submittal. All Revisions shall be prepared in writing and signed by the ARCHITECT. The ARCHITECT shall ensure that all Revisions are submitted to and approved by DSA prior to certification of the PROJECT according to current DSA protocols and requirements.

29. Construction Phase

a. Prior to the start of construction, the ARCHITECT shall certify that the following two documents have been submitted to DSA:

(1) Contract Information Form DSA-102.

(2) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

b. The Construction Phase will commence with the award of the Construction Contract to Contractor.

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

d. The ARCHITECT shall provide technical direction to a full-time Project Inspector employed by, and responsible to, the DISTRICT, as required by applicable law. The ARCHITECT shall direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not provided by the Laboratory of Record. Upon the DISTRICT's award of a Construction Contract to the Contractor, the ARCHITECT shall obtain the necessary Project Inspection Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work on the PROJECT as it is completed by the Contractor. The ARCHITECT shall verify that the Project Inspector has the appropriate amount of PIC's that are needed for the inspection and completion of the entire PROJECT prior to the commencement of any work by the Contractor on the PROJECT. The ARCHITECT shall provide the Project Inspector, Laboratory of Record and each Special Inspector with a copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of any work on the PROJECT at the ARCHITECT's expense.

e. The ARCHITECT shall meet with the Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

f. The ARCHITECT shall prepare Interim Verified Reports (Form DSA 6-AE) and submit such Interim Verified Reports to DSA, the Project Inspector and the DISTRICT

prior to the Project Inspector's approval and sign off of any of the following sections of the PROJECT's PIC's as applicable:

- (1) Initial Site Work;
- (2) Foundation;
- (3) Vertical Framing;
- (4) Horizontal Framing;
- (5) Appurtenances;
- (6) Non-Building Site Structures;
- (7) Finish Site Work;
- (8) Other Work; or
- (9) Final.

If the ARCHITECT has delegated responsibility for any portion of the PROJECT's design to other engineers, the ARCHITECT shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and the DISTRICT during the course of construction and prior to the Project Inspector's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to such engineers.

g. The ARCHITECT shall be responsible for reviewing and ensuring, on a monthly basis, that the Contractor is maintaining an up-to-date set of as-built documents which will be furnished to the DISTRICT upon completion. The ARCHITECT shall review the as-built documents prepared by the Contractor on a monthly basis and report whether they appear to be up to date, based upon the ARCHITECT's observations of the PROJECT. If it appears the as-built documents are not being kept up to date by the Contractor, the ARCHITECT shall recommend to the DISTRICT, in writing, an appropriate withholding from the Contractor's monthly payment application to account for the Contractor's failure to maintain such as-built documents.

h. The ARCHITECT will endeavor to secure compliance by Contractor with the Contract requirements, but does not guarantee the performance of the Contractor's Contract.

i. The ARCHITECT shall provide general administration of the Construction Documents including, but not limited to, the following:

(1) Visiting the PROJECT site to maintain such personal contact with the PROJECT as is necessary to assure the ARCHITECT that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so the ARCHITECT can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater) in order to:

i. Become familiar with, and to keep the DISTRICT informed about, the progress and quality of the portion of the work completed and for

the preparation of the weekly written reports the ARCHITECT will prepare and submit to the DISTRICT for its review;

ii. Become familiar with, and to keep DSA and Project Inspector informed about, the progress and quality of the portion of the work completed and for the preparation of the necessary Interim Verified Reports the ARCHITECT will prepare and submit to DSA and Project Inspector as necessary for the timely inspection of the PROJECT and for the approval and sign off of each block/section of the PIC's during the course of the PROJECT's construction;

iii. Endeavor to guard against nonconforming work and deficiencies in the work;

iv. Determine if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the approved DSA Construction Documents;

v. Attend weekly on-site construction meetings, and being otherwise available to the DISTRICT and the Project Inspector for site meetings on an "as-needed" basis;

vi. Examine Contractor applications for payment and to issue certificates for payment in amounts approved by the necessary parties; and

vii. Verify, at least monthly, in coordination with the Project Inspector, that all as-built documents are being updated pursuant to the Contract between the DISTRICT and the Contractor.

(2) Making regular reports as may be required by all governmental agencies or authorities having jurisdiction over the PROJECT;

(3) Reviewing schedules and shop drawings for compliance with design;

(4) Approving substitution of materials, equipment, and the laboratory reports thereof for conformance to the DISTRICT's standards subject to DISTRICT knowledge and approval;

(5) Responding to DSA field trip notes;

(6) Preparing Construction Change Documents for approval by DSA;

(7) Preparing Immediate Change Directives as directed by the DISTRICT;

(8) Preparing change orders for written approval by the DISTRICT;

(9) Making Punch List observations when the PROJECT reaches Substantial Completion;

(10) Determining date of Substantial Completion and the date of final completion of the PROJECT;

(11) Providing a color schedule of all materials for the PROJECT for the DISTRICT's review and approval;

(12) Assembling and delivering to the DISTRICT written guarantees, instruction books, diagrams, charts, and as-built documents that will be provided by the Contractor pursuant to the Contract between the DISTRICT and the Contractor;

(13) Issuing the ARCHITECT's Certificate of Substantial Completion, Certificate of Completion and final certificate for payment; and

(14) Providing any other architectural services to fulfill the requirements of the Construction Documents and this AGREEMENT.

j. ARCHITECT shall provide the DISTRICT with written reports, as necessary, to inform the DISTRICT of any problems arising during construction, changes contemplated as a result of each problem, and the progress of work.

k. The ARCHITECT, as part of the ARCHITECT's Basic Services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.

l. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

m. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

n. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT whenever, in the ARCHITECT's opinion, it may be necessary to stop the work to avoid the improper performance of the AGREEMENT. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed, or completed.

o. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses, or otherwise amend the Construction Documents, without first obtaining the written approval of the DISTRICT.

p. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing.

q. The ARCHITECT shall prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications, and such modifications therein as may be necessary to meet unanticipated conditions encountered during construction, at no additional cost or expense to the DISTRICT. In addition, the ARCHITECT shall, at no additional cost, provide services made necessary by defect or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do.

r. The ARCHITECT shall examine, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the ARCHITECT's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for any other reason. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the DSA approved Construction Documents, that the as-built documents are up to date, and that the Contractor is entitled to payment in the amount certified.

s. The ARCHITECT shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's actions shall not delay the work, but should allow for sufficient time, in the ARCHITECT's professional judgment, to permit adequate review. The ARCHITECT shall ensure that all deferred approval submittals are resolved and approved by DSA prior to certification of the PROJECT.

t. After the PROJECT has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") unless otherwise approved by the DISTRICT in writing. The ARCHITECT shall be responsible for preparing each CCD related to the PROJECT and shall determine which changes affect the Structural, Access or Fire & Life Safety (collectively "SAFLS") portions of the PROJECT and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). All CCD-Category A's must be submitted to DSA by the ARCHITECT with all supporting documentation and data and must be approved by DSA before such work can commence on the PROJECT. The ARCHITECT shall obtain the DISTRICT's approval of all CCD-Category A's before they are submitted to DSA for review and approval. All other changes to the DSA approved Construction Documents not involving SAFLS portions of the PROJECT are not required to be submitted to DSA unless DSA specifically requires such changes to be submitted to DSA in the form of a written CCD-Category B (Form DSA 141) inclusive of all supporting documentation

and data. Changes that are not determined by the ARCHITECT and/or DSA to require documentation through an approved CCD-Category A or CCD-Category B shall be documented through an alternative CCD form or other document approved by the DISTRICT.

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

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

w. Not Used.

x. The ARCHITECT shall inspect the PROJECT to determine the date or dates of Substantial Completion and final completion. The ARCHITECT shall receive and forward to the DISTRICT for the DISTRICT’s review all written warranties and related documents required by the Construction Documents, and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents. In the event the approved schedule for the PROJECT has been exceeded due to the fault of the Contractor, the ARCHITECT shall issue a written notice to the DISTRICT and the Contractor evaluating the cause of the delay(s) and shall advise the DISTRICT and the Contractor of the commencement of liquidated damages under the Contract between the DISTRICT and Contractor.

y. The ARCHITECT shall provide written evaluation of the Contractor’s performance under the requirements of the Construction Documents when requested in writing by the DISTRICT. When the ARCHITECT has actual knowledge of any defects, errors, or deficiencies with respect to the Contractor’s performance on the PROJECT, the ARCHITECT shall provide the DISTRICT and the Contractor with written notification of such defects, errors, or deficiencies.

z. The ARCHITECT shall:

(1) Review all requests for information ("RFI"), submittals, and substitution requests that are submitted by the Contractor in connection with the PROJECT;

(2) Determine the data criteria required to evaluate requests for substitutions; and

(3) Be responsible for ensuring that all RFI's, submittals and substitution requests by the Contractor are responded to not later than fourteen (14) days, or as soon as the circumstances require.

aa. The ARCHITECT shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the County Health Department, the local building departments, local fire departments, the OPSC, and DSA, in a timely manner and ensure proper close-out of the PROJECT.

bb. The ARCHITECT shall obtain the DISTRICT's approval of all CCD immediately following the request for such changes by the Contractor or upon any other circumstances necessitating a change. Furthermore, the ARCHITECT shall maintain a log of all CCD's, ICD's change orders or any other DISTRICT approved form documenting changes to the DSA approved Construction Documents (the "Changes Log"), including status, for the DISTRICT's review and approval. The ARCHITECT shall submit the Changes Log to the DISTRICT with its monthly invoice. Submission of the Changes Log is a requirement for payments to the ARCHITECT during the course of construction.

cc. The ARCHITECT shall evaluate and render written recommendations within a reasonable time on all claims, disputes, or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the Contract between the DISTRICT and the Contractor. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by the ARCHITECT.

dd. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

ee. The ARCHITECT shall review the list of minor defects, deficiencies, and/or incomplete items (hereinafter the "Punch List") and the fully executed Verified Report (Form DSA-6) that are submitted to the DISTRICT by the Contractor when the Contractor considers the PROJECT to be Substantially Complete. The ARCHITECT shall inspect the PROJECT, in conjunction with the Contractor, in order to verify the Contractor's Punch List, add any other items to the Punch List and to confirm that Substantial Completion has been reached on the PROJECT. In the event the Contractor does not submit a fully executed Verified Report with its proposed Punch List, the ARCHITECT shall reject the Contractor's Punch List, in writing, as premature. If Substantial Completion of the PROJECT is verified

by the ARCHITECT and the required Verified Report has been submitted to the DISTRICT for review, the ARCHITECT shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the PROJECT and final payment, and that all Punch List items must be completed within the duration set forth in the Contract between the DISTRICT and the Contractor. The DISTRICT shall also be notified in writing of all Punch List items identified by the ARCHITECT and the Contractor. The ARCHITECT shall notify the DISTRICT when all Punch List items have been corrected by the Contractor for the DISTRICT's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the DISTRICT and the Contractor, the ARCHITECT shall inform the DISTRICT of such default and provide the DISTRICT with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. For purposes of this AGREEMENT, "Substantial Completion" shall mean the following four (4) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and incomplete items on the Punch List; (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card; (3) all building systems including mechanical, electrical and plumbing are functioning; and (4) the PROJECT is fit for occupancy and its intended use.

ff. Once the ARCHITECT has verified the Substantial Completion of the PROJECT, the ARCHITECT shall issue a Certificate of Substantial Completion to the Contractor and the DISTRICT. Upon the issuance of the Certificate of Substantial Completion, the ARCHITECT shall prepare and submit to DSA, Project Inspector and the DISTRICT a written Verified Report, on Form DSA 6AE, pursuant to Section 4-336 of Title 24 of the California Code of Regulations. The ARCHITECT shall also submit a signed Verified Report to DSA, Project Inspector and the DISTRICT upon any of the following events:

- (1) Work on the PROJECT is suspended for a period of more than one month;
- (2) The services of the ARCHITECT are terminated for any reason prior to the completion of the PROJECT;
- (3) DSA requests a Verified Report.

gg. The ARCHITECT and its consultants shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Deviation or similar notice(s) issued by the ARCHITECT, Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency or authority, is fully corrected and closed before the ARCHITECT approves any final Punch List by the Contractor. As part of the ARCHITECT's Basic Services under this Section, the ARCHITECT shall direct the applicable Inspectors, Special Inspectors, and/or engineers on the PROJECT to visually verify that each defective, deficient and/or incomplete item of work referenced in each Notice of Deviation have been rectified and closed prior to the approval of the final Punch List and the issuance of any Certificate of Substantial Completion by the ARCHITECT. In the event the ARCHITECT and/or its consultants fail to verify that such work has been

corrected by the Contractor before the ARCHITECT approves the final Punch-List and such work has in fact not been corrected, the ARCHITECT shall be responsible for performing all the architectural and/or engineering services necessary, at no additional cost to the DISTRICT, to ensure such open and outstanding items in the Notice(s) of Deviation are addressed accordingly and that all work related to such notices is corrected in a manner acceptable to the DISTRICT and DSA.

30. Project Close-Out

a. Within thirty (30) days after the completion of the PROJECT's construction and the ARCHITECT's receipt of as-built documents from the Contractor, ARCHITECT will review the as-built documents prepared by the Contractor and revise the record drawings and specifications so that they include all material changes made necessary by CCD's, ICD's, change orders, RFI's, change order requests ("COR's"), Bulletins, clarifications as noted by the Contractor in its as-built documents and/or any other DISTRICT approved document which details the changes that were made to the DSA approved Construction Documents. The ARCHITECT shall incorporate such changes into a complete AutoCAD as-built file, in the original, executable, software format, and PDF files, and provide all such documents, including five (5) hard copies, to the DISTRICT at no additional cost. In the event the Contractor fails to provide its as-built documents within 30 days of the PROJECT's completion, the ARCHITECT shall notify the DISTRICT, in writing, of the Contractor's failure and recommend the appropriate withholding from the Contractor's final payment under the Contract with the DISTRICT.

b. The ARCHITECT shall assist the DISTRICT in securing the delivery of any and all applicable documents described in Sections c and d below, to DSA for review prior to issuance of a "Certificate of Completion." The ARCHITECT shall submit all documents prepared by, or in control of, the ARCHITECT to DSA without delay.

c. During the period the PROJECT is under construction, the ARCHITECT shall certify that the following two documents have been submitted to DSA:

- (1) Copies of the Project Inspector's semi-monthly reports;
- (2) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT;
- (3) Copies of all the necessary PIC's which have been approved and signed off by the Project Inspector for the certification by DSA; and
- (4) All other documents required to be submitted to DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in DSA's PR 13-01.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to DSA by the responsible parties. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the delivery of the above documents to DSA.

d. Upon the completion of all construction, including all Punch List items, the ARCHITECT shall assist the DISTRICT in securing the delivery of the following documents to DSA:

- (1) Copy of the Notice of Completion.
- (2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.
- (3) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).
- (4) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (5) Weighmaster's Certificate (if required by approved drawings and specifications).
- (6) Copies of the signature page of all Addenda as approved by DSA.
- (7) Copies of the signature pages of all deferred approvals as approved by DSA.
- (8) Copies of the signature pages of all Revisions as approved by DSA.
- (9) Copies of the signature page of all applicable Construction Change Documents as approved by DSA.
- (10) Verification by the Project Inspector that all items noted on any "Field Trip Notes" have been corrected.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above items are not promptly submitted to the ARCHITECT and/or the DISTRICT by the responsible parties for submittal to DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents for delivery to DSA.

ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES

1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control ("Additional Services"). The ARCHITECT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules, or regulations subsequent to the preparation and completion of the Construction Documents;

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors, or omissions on the part of the ARCHITECT;

c. Providing consultation concerning the replacement of work damaged by fire and furnishing services required in connection with the replacement of such work;

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors, or omissions of ARCHITECT;

e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development Phase where segregation does not arise from ARCHITECT exceeding the estimated Budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an Additional Service subject to prior negotiation and written approval by the DISTRICT;

f. Providing contract administration services after the construction Contract time (including any Governmental Delay Float as addressed in the General Conditions of the Construction Contract with Contractor) has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor, and liquidated damages are collected therefor. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages;

g. Providing BIM documents that exceeds LOD 200; and

h. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by the DISTRICT, the ARCHITECT shall provide one or more PROJECT representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT representative(s) shall be selected, employed, and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefor as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities, or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, and budget constraints, as well as any other criteria provided by the DISTRICT.

2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT which shall include the Construction Cost budget for the PROJECT. The overall budget shall be based upon the DISTRICT's objectives, schedule, budget constraints, and any other criteria that are provided to the ARCHITECT by the DISTRICT pursuant to Article IV, Section 1, above. The DISTRICT shall approve the Construction Cost budget prepared by the ARCHITECT pursuant to this Section and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of the ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect, or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

6. The DISTRICT shall provide a topographical survey, geotechnical survey; soil improvement, foundation and paving recommendations; environmental and hazardous materials surveys if required; traffic studies if required; site boundary, topographical and utility surveys, and other information related to the site that may be required to the ARCHITECT upon request.

ARTICLE V - COST OF CONSTRUCTION

1. During the Schematic Design, Design Development, and Construction Document Phases, the ARCHITECT's estimates of Construction Cost shall be reconciled against the Budget approved by the DISTRICT pursuant to Article IV, Section 2.

2. The PROJECT's "Construction Cost," as used in this AGREEMENT, means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, which includes the total award from the initial construction Contract(s) plus the work covered by approved change orders and/or any alternates approved by the DISTRICT. The Construction Cost shall not include any costs that are not specifically referenced in this Article V, Section 2, as approved costs. Costs excluded from the Construction Cost include, but are not limited to, payments to the ARCHITECT

or other DISTRICT consultants, costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. If the PROJECT is using the multiple-prime delivery method of construction, the Construction Manager's fees and/or general conditions will only be included in the total Construction Cost used to calculate the ARCHITECT's fee only if agreed upon in writing by the DISTRICT. Absent any written agreement, the Construction Manager's fees or general conditions shall not be included in the total Construction Cost used to calculate the ARCHITECT's fee.

4. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

5. The Construction Cost shall be the acceptable estimate of Construction Costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

6. Any Budget or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

7. If the lowest bid received exceeds the Budget:

a. The DISTRICT may give written approval of an increase of such fixed limit and proceed with the construction of the PROJECT;

b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;

c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Section 2;

d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or

e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the Construction Cost.

8. If the DISTRICT chooses to proceed under Article V, Section 7(e), the ARCHITECT, without additional charge, agrees to redesign the PROJECT until the PROJECT is brought within the Budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed to in writing by the DISTRICT. Redesign means the redesign of the PROJECT, with all its component parts, to meet the Budget set forth in this AGREEMENT.

ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall prepare and review the ARCHITECT's estimates of Construction Cost at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimates at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the Budget at no additional cost to the DISTRICT. The ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files, BIM files and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code section 17316 for the purposes of repair, maintenance, renovation, modernization, or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's consultant's documents enumerated above for the purposes of additions, alignments, or other development on the PROJECT site.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications, or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the Construction Costs shall be paid to the ARCHITECT for such reuse. In the event of such reuse or modification of the ARCHITECT's drawings, specification, or other documents by any person, firm, or legal entity, the DISTRICT agrees to indemnify, defend, and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees accruing to, or resulting from, any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons including, but not limited to, death arising out of such unauthorized use, reuse or modification of the ARCHITECT's drawings, specifications, or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents for the purposes of additions, alignments, or other development on the PROJECT site. Prior to reuse of the ARCHITECT's documents for any project other than an addition, alignment, or other development on the PROJECT site, the DISTRICT agrees to notify the ARCHITECT in writing of such reuse.

ARTICLE VIII - TERMINATION

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days' written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of the ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of the abandonment or postponement, plus any sums due the ARCHITECT for Board approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs, shall be deducted from payments due the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Section 4, below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by the DISTRICT upon fourteen (14) days' written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of notice of termination plus any sums due the ARCHITECT for Board-approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this Section through 50% completion of the ARCHITECT's portion of the PROJECT and, if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute after the PROJECT has been completed, and not

before.

ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to the services performed on this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or his authorized representative at mutually convenient times.

ARTICLE X - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows:

1. The ARCHITECT's fees for performing Additional Services related to change orders are paid as approved by the DISTRICT's Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated and approved prior to commencing the change order-related services.

2. The ARCHITECT's compensation for performing all the Basic Services required by this AGREEMENT including, but not limited to, those services detailed in Article I and II, shall be as follows:

Schematic Design Phase:	No more than 15% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
Design Development Phase:	No more than 15% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
Construction Docs Phase	No more than 35% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
DSA Approval Phase:	No more than 5% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid upon DSA approval of the PROJECT including incorporation and approval of any back-check comments
Bidding Phase:	No more than 2% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
Construction Admin. Phase:	No more than 25% of the actual Architect Fee, as determined under Exhibit "A" to this AGREEMENT and the accepted bid, to be paid monthly based on actual level of completion

Project Close-Out Phase: No more than 3% or balance of actual Architect Fee to be paid after the all the Project Close-Out Phase requirements set forth in Article II have been completed and the PROJECT is certified by DSA and the Notice of Completion has been recorded.

3. The ARCHITECT and its consultants shall maintain time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the DISTRICT to determine the services provided, and the time spent for each task. The DISTRICT and ARCHITECT may otherwise mutually agree, in writing, on alternative types of information and levels of detail that may be provided by the ARCHITECT and its consultants pursuant to this Article X.

4. The ARCHITECT shall invoice all fees and/or costs monthly for the Basic Services that are provided in accordance with this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. The ARCHITECT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress to completion percentage, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the DISTRICT's authorization notice for the invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the DISTRICT and include a copy of the DISTRICT's written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. No payments will be made by the DISTRICT to the ARCHITECT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses and no claim by the ARCHITECT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the DISTRICT.

5. When ARCHITECT's Fee is based on a percentage of Construction Cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable, to the extent actual services are performed, in accordance with the schedule set forth in Article X, Section 2, above, based on the lowest responsive bid price.

6. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to the prior written approval of the DISTRICT. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

ARTICLE XI - REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants for the following specified items:

a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT which includes all the sets of the Construction Documents and all progress prints; and

b. Approved agency fees.

2. Approved reimbursable expenses are estimated to be TEN THOUSAND Dollars (\$10,000.00) and this amount shall not be exceeded without the prior written approval of the DISTRICT. Reimbursable expense allowance is subject to adjustment pending definition of the Phase II scope as approved by the DISTRICT.

3. Reimbursable Expenses shall not include the following specified items or any other item not specifically identified in Article XI, Section 1 above:

- a. Travel expenses;
- b. Check prints;
- c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;
- d. Preliminary plans and specifications;
- e. ARCHITECT's consultants' reimbursables;
- f. Models or mock-ups; and
- g. Meetings with Cities, planning officials, fire departments, DSA, State Allocation Board or other public agencies.

4. The DISTRICT's prior written authorization is an express condition precedent to any reimbursement to ARCHITECT of such costs and expenses for items not included in Article XI, Section 1 above as an allowable reimbursable expense, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by DISTRICT. Payment for these reimbursable expenses shall be made as set forth in Article X.

ARTICLE XII - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the consultant services necessary to complete the PROJECT including, but not limited to: landscape architects; theater and acoustical consultants; structural, mechanical, electrical and civil engineers; and any other necessary design professionals and/or consultants as determined by the ARCHITECT and acceptable to the DISTRICT. All consultant services shall be provided at the ARCHITECT's sole expense. The ARCHITECT shall be responsible for the coordination and cooperation of all architects, engineers, experts or other consultants employed by the ARCHITECT. The ARCHITECT shall ensure that its engineers and/or other consultants file the required Interim Verified Reports, Verified Report and other documents that are necessary for the PROJECT's timely inspection and close-out as required by the applicable governmental agencies

and/or authorities having jurisdiction over the PROJECT including, but not limited to, DSA. The ARCHITECT shall ensure that its engineers and consultants observe the construction of the PROJECT during the course of construction, at no additional cost to the DISTRICT, to maintain such personal contact with the PROJECT as is necessary to assure such engineers and consultants that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so such engineers and consultants can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater).

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultants and/or consultant firms proposed for the PROJECT. The ARCHITECT shall notify the DISTRICT of the identity of all design professionals and/or consultants in sufficient time prior to their commencement of services to allow the DISTRICT a reasonable opportunity to review their qualifications and object to their participation on the PROJECT if necessary. The ARCHITECT shall not assign or permit the assignment of any design professionals, engineers, or other consultants to the PROJECT to which DISTRICT has a reasonable objection. Approved design professionals and/or consultants shall not be changed without the prior written consent of the DISTRICT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.

4. The construction administrator or field representative assigned to the PROJECT by the ARCHITECT shall be under the direct supervision of the Architect of Record as a licensed California Architect and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile, and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII – MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions, and decisions made between or among the DISTRICT, ARCHITECT, and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:

a. 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

ARCHITECT:

Ruhnau Clarke Architects
3775 Tenth Street
Riverside, CA 92501
Attn: Hugh Lee

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

Telephone: (951) 684-4664
Facsimile: (951) 684-6276

6. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using tobacco products (smoking, chewing, etc.) on DISTRICT property at all times.

7. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using profanity on DISTRICT property including, but not limited to, all school sites and this prohibition shall include, but is not limited to, all racial, ethnic and/or sexual slurs or comments which could be considered harassment.

8. Appropriate dress by the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, is mandatory. Therefore, tank tops, cut-offs and shorts shall not be allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as set forth above in Section above.

9. During the entire term of this AGREEMENT, the ARCHITECT, if applicable, shall fully comply with the provision of Education Code section 45125.1 (Fingerprint Requirements) when it is determined that the ARCHITECT will have contact with the DISTRICT's pupils while performing any services under this AGREEMENT.

10. Nothing contained in this AGREEMENT shall create a contractual relationship with, or a cause of action in favor of, any third party against either the DISTRICT or ARCHITECT.

11. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns, and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

12. This AGREEMENT shall be governed by the laws of the State of California.

13. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

14. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorneys' fees.

15. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation

of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

16. The ARCHITECT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

17. In accordance with Education Code section 17604, this AGREEMENT is not valid, binding, or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board, duly passed and adopted.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

ARCHITECT:

DISTRICT:

Ruhnau Clarke Architects

Laguna Beach Unified School District

By: _____

By: _____

Name: _____

Name: Jeff Dixon

Title: _____

Title: Asst. Superintendent of Business Services

Board Approved Date: _____

EXHIBIT "A"

ARCHITECT'S FEE SCHEDULE

Architect shall be paid a fixed fee of \$138,000 for all services set forth in this Agreement.



Architectural & Engineering Services for Main Administrative Office Renovation at Laguna Beach High School

Scope: Review the existing building layout and program requirements of the District. Prepare conceptual plans (maximum of 3 options) that fit the needs of the facility and staff for the long term.

- Lump Sum Fee of \$12,000

Architectural & Engineering Services for Main Quad Seating and Circulation at Laguna Beach High School

Scope: Provide conceptual level plans for addition of Shade Structures and Seating for the student body.

- Lump Sum Fee of \$15,000

Architectural & Engineering Services for Field Support Building at Laguna Beach High School at Stadium

Scope: Provide Design and Construction Services for a New Restroom/Concession & Storage Building at the Visitor side of the Stadium at Laguna Beach HS.

- Lump Sum Fee of \$81,000

Architectural Design Services for 4 Campuses within the Laguna Beach USD

Scope: Create site diagrams for the 4 campuses within Laguna Beach USD as follows:

1. Laguna Beach High School
 2. Thurston Middle School
 3. El Morro Elementary School
 4. Top of the World Elementary School
- Lump Sum Fee of \$30,000

Total Lump Sum Fee: \$138,000

Reimbursable Allowance: \$10,000



October 13, 2017

RE: Revised Proposal for Architectural & Engineering Services for Main Administrative Office Renovation at Laguna High School

Mr. Ryan Zajda
Director of Facilities

Laguna Beach USD
5580 Blumont Street
Laguna Beach, CA 92651

Dear Mr. Zajda:

We are pleased to provide the revised Architectural & Engineering Fee Proposal for services for the Main Administrative Office Renovation at Laguna High School

Per our walk through and discussion in the field, it is our understanding that the scope of the project is to review the existing building layout and program requirements of the District. We propose to prepare conceptual plans (maximum of 3 options) that fit the needs of the facility and staff for the long term.

We would propose to prepare conceptual plans and budgets for the District's use in finalizing a scope and budget for this project. Based on the discussed scope, we believe this needs to be reviewed and approved by DSA.

We propose a Lump Sum Fee in the amount of \$12,000 to complete the described scope above and will finalize the fee based on the approved conceptual plan and estimate.

We appreciate the opportunity to present this proposal to Laguna Beach Unified School District and look forward to working with you on this project.

If you have any questions regarding this Fee Proposal, please do not hesitate to contact me at (951) 684-4664.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Roger Clarke".

Roger Clarke, NCARB
President, Principal

T. 951.684.4664

F. 951.684.6276

E. rclarke@ruhnaclarke.com



October 13, 2017

RE: Revised Proposal for Architectural & Engineering Services for Main Quad Seating and Circulation at Laguna Beach High School

Mr. Ryan Zajda
Director of Facilities

Laguna Beach USD
5580 Blumont Street
Laguna Beach, CA 92651

Dear Mr. Zajda:

We are pleased to provide the revised Architectural/Engineering fee proposal for services for the Main Quad Seating and Circulation at Laguna Beach High School.

For the project scope described for the project, based upon the estimated construction cost of \$100,000, we would propose a Lump Sum Fee of \$15,000 for conceptual level plans for the project.

We appreciate the opportunity to present this revised proposal to Laguna Beach Unified School District and look forward to working with you on this project.

If you have any questions regarding this Fee Proposal, please do not hesitate to contact me at (951) 684-4664.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Roger Clarke".

Roger Clarke, NCARB
President, Principal

T. 951.684.4664

F. 951.684.6276

E. rclarke@ruhnaucclarke.com



October 13, 2017

RE: Revised Proposal for Architectural & Engineering Services for Field Support Building at Laguna Beach High School Stadium

Mr. Ryan Zajda
Director of Facilities

Laguna Beach USD
5580 Blumont Street
Laguna Beach, CA 92651

Dear Mr. Zajda:

We are pleased to provide the revised Architectural/Engineering fee proposal for services for the Field Support Building at the Laguna Beach High School Stadium.

Per the project details and scope described for the project, we understand the following requirements:

- New Field Support Building: 2,325 sf which includes:
 - o Storage: 1,630 sf
 - o Restroom: 480 sf
 - o Snack Bar: 215 sf

Based on these square footages we estimate the following Construction Costs for the Restrooms/Concession Building at \$900,000.

We propose a Lump Sum Fee in the amount of \$81,000, which is based on the estimated Construction Costs.

The Project Costs are estimated as follows:

Project Costs	Amount
Field Support Building	\$900,000
Architectural & Engineering	\$81,000
Tests	\$50,000
Inspection	\$126,000
FF&E	\$43,000
TOTAL	\$1,200,000

We appreciate the opportunity to present this proposal to Laguna Beach Unified School District and look forward to working with you on this project.

If you have any questions regarding this Fee Proposal, please do not hesitate to contact me at (951) 684-4664.

Respectfully Submitted,

Roger Clarke, NCARB
President, Principal
T. 951.684.4664
F. 951.684.6276
E. rclarke@ruhnaclarke.com



October 13, 2017

RE: Proposal for Architectural Design Services for 4 Campuses within the Laguna Beach USD

Mr. Ryan Zajda
Director of Facilities

Laguna Beach USD
5580 Blumont Street
Laguna Beach, CA 92651

Dear Mr. Zajda:

We are pleased to provide the District with our proposal to perform Architectural services to create site diagrams for the 4 campuses within Laguna Beach USD as follows:

- **Laguna Beach High School – 80 hours**
 - Site Visit - 32 hours (16 hours, x 2 people)
 - As-built compilation – 8 hours
 - Creating site maps – 40 hours
- **Thurston Middle School – 64 hours**
 - Site Visit - 24 hours (12 hours x 2 people)
 - As-built compilation – 8 hours
 - Creating site maps – 32 hours
- **El Morro Elementary School – 48 hours**
 - Site Visit - 16 hours (8 hours x 2 people)
 - As-built compilation – 8 hours
 - Creating site maps – 24 hours
- **Top of the World Elementary School – 48 hours**
 - Site Visit - 16 hours (8 hours x 2 people)
 - As-built compilation – 8 hours
 - Creating site maps – 24 hours

We understand the scope of the project would be to create current site plans and floor plan diagrams for each of the referenced schools that show each room and the doors.

We would propose a Lump Sum in the amount of \$30,000 to complete the site plans as detailed above.

We appreciate the opportunity to present this proposal to Laguna Beach Unified School District and look forward to working with you on this project.

If you have any questions regarding this Fee Proposal, please do not hesitate to contact me at (951) 684-4664.

Respectfully Submitted,

Roger Clarke, NCARB

President, Principal

T. 951.684.4664

F. 951.684.6276

E. rclarke@ruhnauiclarke.com

Laguna Beach Unified School District

20. ACTION

October 23, 2017

Approval: Award of Contract for Geotechnical Services for the LBHS Stadium Restroom and Storage Building project to Southwest Inspection & Testing, Inc. in the amount not-to-exceed \$20,521.50

Proposal

Award a contract for Geotechnical Design Services for LBHS Stadium Restroom and Storage Building to Southwest Inspection & Testing, Inc. in the amount not-to-exceed \$20,521.50

Background

On September 11, 2017 staff sent out a Request for Proposal (RFP) to qualified firms to provide geotechnical design services for the LBHS Stadium Restroom and Storage Building project. On September 22, 2017 three (3) firms submitted proposals for design services. The scope of services is as follows:

- **LBHS Stadium Restroom and Storage Building:** \$9,041.50
 - Review existing soil reports, maps and local and regional geology. Perform a site investigation utilizing subsurface exploration of the existing soil. Conduct necessary laboratory tests to characterize the subsurface profile and to obtain design parameters for use by the Structural Engineering firm. Prepare and publish a preliminary geotechnical investigation report completed with geological and seismological hazards and site grading recommendations. Process the report for approval with the California Geological Survey (CGS) as required by the Division of the State Architect (DSA) to obtain construction plan approval.
- **Slope Stabilization Adjacent to New LBHS Stadium Restroom and Storage Building:** \$11,480
 - Conduct a geotechnical engineering study and provide recommendations for slope stabilization improvements at the slope adjacent to Wilson Street and the west side of the varsity baseball field near the proposed Restroom and Storage Building project. Assist district staff with cost estimating to develop a budget for the improvement.

After an evaluation process, staff is recommending the retention of Southwest Inspection & Testing, Inc. to provide geotechnical design services for the project.

Southwest Inspection & Testing, Inc. has extensive experience providing services for public school projects in and around the Orange County area. 20,521.50

Budget Impact

The fiscal impact to the District is a fixed fee of \$20,521.50 expended from the Capital Improvement Plan (CIP) Special Reserve (Subfund 4042).

Recommended Action

Staff recommends the Board of Education award a contract for geotechnical design services for LBHS Stadium Restroom and Storage Building to Southwest Inspection & Testing, Inc. in the amount not-to-exceed \$20,521.50.

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Restroom/Concession Building At Stadium – Laguna Beach High School

Geotechnical, Soils Testing & Inspection Services



SOUTHWEST
Inspection & Testing, Inc.

Continuous Inspection & Materials Testing

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SEQUOYAH SCHOOL



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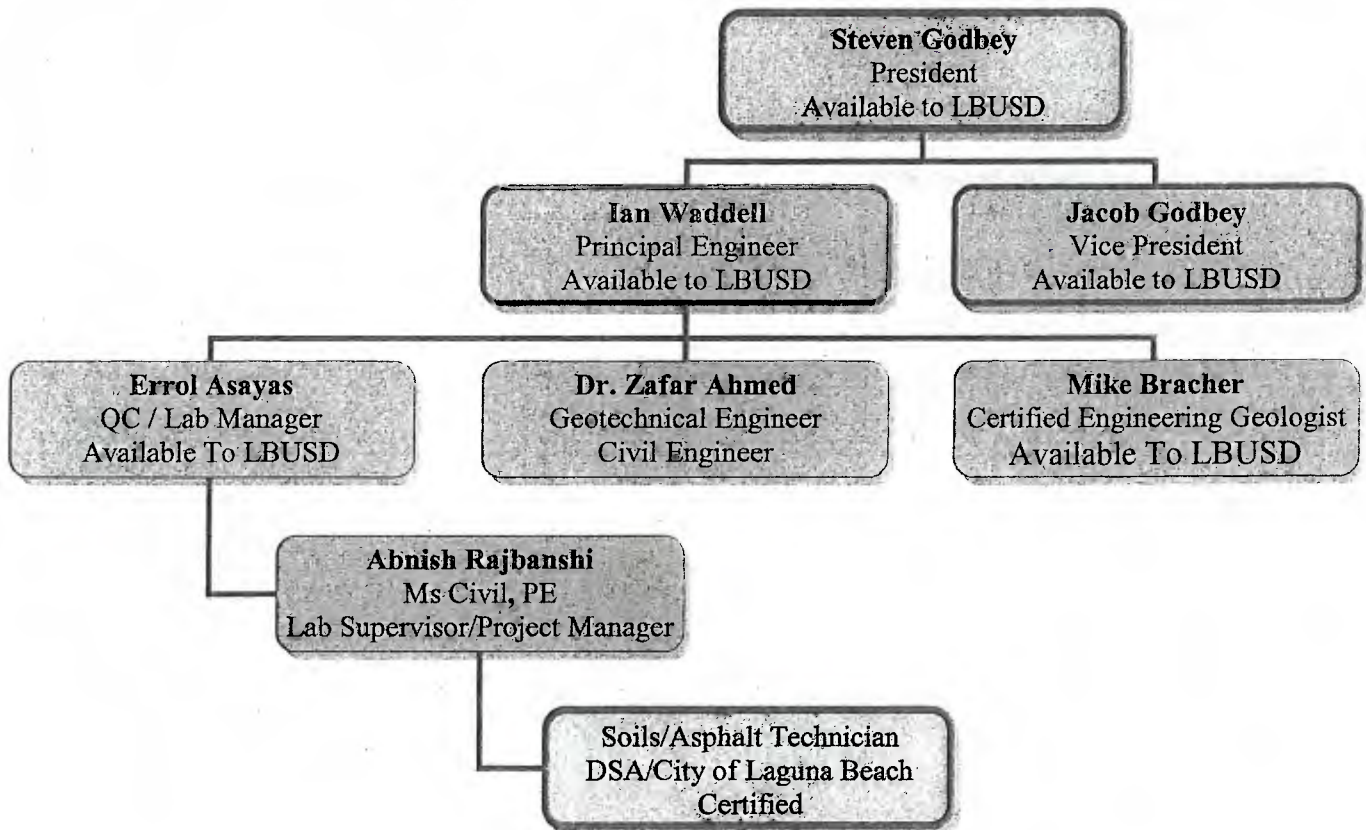


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PROJECT TEAM

Following is an organization chart of the list of project professionals whom Southwest intends to use for geotechnical investigation services for LBUSD's proposed new Restroom/Concession Building Stadium at Laguna Beach High School. Southwest has successfully used the same team members in this chart for geotechnical engineering services for numerous public schools, large scale public and private construction projects over the recent years. We have built up a great working dynamics among ourselves by supporting each other's tasks in achievement of a common goal - successful delivery of our services and add value to the construction projects.



All scope of services as outlined in this RFP will be performed out of our main office in La Habra, CA. Please review the attached resumes (see Exhibit A) of our key personnel for their knowledge and experience in geotechnical engineering services for design and construction of public schools, public facility buildings and large scale public/private projects, which are similar to the subject LBUSD project.



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SCOPE OF SERVICES

As described in the RFP, we understand that a 2,400 to 3,000 square foot new Restroom/Concession building will be constructed adjacent to stadium field, which is located on the southeast portion of the Laguna Beach High School campus. This new building is anticipated to be one story, either type III or type V structure bearing on a shallow wall and column footings. Site improvements outside the building will include concrete, asphalt; fire truck access lane, trash enclosure and other associated features. The main purpose of the restroom/concession building project is to provide restroom and concession facilities on the visitors side of the stadium along with the additional storage space.

We understand that the geotechnical investigation, geological and seismological hazards review report for this new building construction project will be subjected to CGS' (California Geologic Survey) review. Accordingly, our proposed scope of services for geotechnical investigation shall comply with the CGS Note 48 guidelines.

As an additional scope to geotechnical services, Southwest will conduct field exploration along the downsloping grades on the south, southwest perimeters of the campus and prepare a geotechnical report on findings from slope stability analyses and necessary stabilization measures for critical slope sections.

Based on our understanding of the project and the scope of services as outlined in the referenced RFP/RFQ, we propose to perform the following scope of work related with geotechnical investigation and soils testing, inspection services during grading for the proposed new restroom/concession building project and the perimeters slopes of the campus:

Geotechnical Services:

Task I - Geotechnical Investigation, Geologic Review for Restroom/Concession Building

- Review of published and unpublished reports and maps pertinent to seismic hazards, local and regional geology within and adjacent to the site that could impact the development.
- Perform sight reconnaissance to locate and mark the exploratory boring location. DigAlert (Underground Service Alert of Southern California) will be notified of marked the boring locations prior to the commencement of our field exploration.
- Conduct subsurface exploration consisting of three (3) hollow-stem auger borings, two (2) within the proposed building footprints area, and one (1) within the site improvement area. Drilling depths of these bore holes will vary from 25 to 50 feet below the existing grade or up to any practical refusal to augering, whichever occurs first, in the proposed building footprint area. For the Site improvements area, the drilling dept will be 5 feet below the existing grade. Drilling will be advanced utilizing a truck mounted drilling rig, equipped with an automatic trip hammer.

The above drilling schedule complies with Section 1803A.3.1 of the 2016 CBC and CGS Note 48 Checklist that requires one (1) boring one for every 5,000 square feet. During drilling, relatively undisturbed ring samples, SPT (Standard Penetration Test) samples, and bulk samples will be obtained at select depth intervals. Ring samples will be obtained utilizing a modified California drive sampler in general



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accordance with the ASTM Standard D3550. The SPT samples will be obtained in general accordance with the ASTM Standard D1586.

Logging and sampling of the above borings will be conducted by an engineer or a geologist from our firm. Each of the collected soil samples will be inspected and described in general conformance with the Unified Soil Classification System (USCS) as defined in the ASTM Standard D2487. After logging and sampling, bore holes will be backfilled with the soil cuttings and surfaces will be patched with cold-mix asphalt. Collected soil samples were properly sealed and transported to the laboratory for further evaluations and geotechnical tests.

- Conduct necessary laboratory tests in order to characterize the subsurface geologic profile and obtain parameters for engineering analysis. Laboratory tests are anticipated to include, but not limited to, Collapse Potential, field moisture/density, particle size gradation, expansion Index, shear parameters, direct shear test, consolidation characteristics, maximum dry density and optimum moisture content, and R-value corrosion potentials (soluble sulfate, chloride, pH, and resistivity determinations, percent finer than no.200 Sieve. All these tests will be conducted in compliance with the relevant ASTM and California Standard (Caltrans) Test Methods.
- Perform geological and seismological hazards review, which will incorporate the following:
 - Location of the site relative to nearby active faults and possibility of fault rupture within the site in the event of a major seismic event;
 - Secondary seismic hazards such as liquefaction, lateral spreading, landslide, seismic settlement during a major seismic event; and
 - Flood Zone, expansive soils, corrosive soils (for buried concrete, metals), and any other geological hazards as encountered during this investigation as well as documented in the state's public documents (e.g., CGS documents, Safety Element of the City of Irvine's General Plan, etc.)
- Preparation of the earthwork and site grading recommendations based on the field exploration findings and evaluations of the laboratory test results. These will include the following topics:
 - Limits of overexcavation for the building pads and other site improvements;
 - Subgrade preparation with compacted fills;
 - Shrinkage and subsidence estimation;
 - Temporary slope and shoring (if needed);
 - Buried Utilities and Trench Backfill;
 - Suitability of on-site soils for use in compacted fills;
 - Characteristics of import fill soils (if required) for use in compacted fills; and
 - Special recommendations for expansive soils if they are encountered near the surface.



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- Perform engineering analyses and evaluations of the field exploration and the laboratory test results findings. Following geotechnical design parameters will be determined based on the analyses and evaluations:
 - Practical and economic solutions for the foundation type and embedment; design bearing pressure (vertical, lateral) and frictional resistance;
 - Footing recommendations for freestanding shade structure/canopies
 - Recommendations for retaining walls, concrete-pedestrian/vehicular paving, and precast concrete pavers light pole footings.
 - Provide Anticipated Traffic Index (TI) for site pavements
 - Pavement recommendations that would include pavement and base thickness and also recommended relative compaction for sub grade, base and pavement.
 - Subgrade preparation aggregate base depth and compaction for pedestrian and vehicular rated concrete.
 - Advise on requirement of thickened edge.
 - Seismic coefficients for structural design according to Section 1613A.5.2 of the 2013 California Building Code (CBC);
 - Settlement (total, differential) estimates for the structural foundations for both the static and seismic loads;
 - Site walls specific over ex and subgrade preparation.
 - Lateral earth pressures (active, at-rest) and resistance (passive) to lateral loads;
 - Recommendations for over-excavation, sub-grade modulus, passive and active lateral earth pressure, friction coefficient and related information.
 - Modulus of Subgrade Reaction;
 - Slabs-on-grade design section, underslab vapor barrier and capillary breaks; and
 - Underground utility pipe design and construction consideration such as trench backfill, bedding sand, temporary shoring requirements.
 - Asphaltic concrete and cement concrete pavement design recommendations; AC recommendations, control joints spacing, automobile access and parking, service trucks, multi-axle vehicle, paved surfaces not used as driveways or parking surfaces.
 - Discussion and recommendations on underpinning, excavation problems related to adjacency to existing structures on adjacent property, sulfate content of soils and probable effect on concrete, corrosion studies and probable effect on metal pipes, foundation drains, temporary cut and fill, permanent cut and fill.
- Preparation of the Geotechnical Engineering and Geologic Hazard Review Report summarizing our investigation findings, conclusions and recommendations for design and construction of the proposed



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new restroom/concession building. Report preparation will be performed under direct supervision of a California registered Geotechnical Engineer (GE) and a certified Engineering Geologist (CEG).

Task II - Stability Analyses, Stabilization Measures for Perimeter Slopes

- Conduct subsurface exploration consisting of five (5) to six (6) exploratory test pits, dug out at both the toe of the slope and the top of the slope. Test pit locations will be selected at the site by the geologist depending on steep slope angle, adverse bedding conditions, etc. These pits will be excavated to depths up to about 8 feet below the existing grade utilizing a mini-excavator, equipped with a 18-inch wide backhoe bucket.

During excavation, bulk and ring samples will be taken at select intervals. Ring samples at target depths within the pits will be obtained using a hand auger with modified California drive sampler, 2½-inch inside diameter and 3-inch outside diameter. The sampler will be driven into the soils by successive drops of a slide hammer, which will be attached to the drill rods of the hand auger. Slide hammer weigh about 20 pounds, drops over a height of 18 inches.

Subsurface geologic profile as encountered during excavation will be visually classified per the Unified Soil Classification System (ASTM D2487) and be appropriately logged in the field logs. Collected soil samples will be transported to our laboratory for further evaluation and tests. After sampling and logging, exploratory pits will be backfilled with the soil cuttings and surfaces will be rolled by tracked wheel of the excavator.

- Conduct necessary laboratory tests in order to characterize the subsurface geologic profile and to obtain parameters for engineering analysis. Laboratory tests are anticipated to include, but not limited to, field moisture/density, particle size gradation, shear parameters (direct shear with multiple passes), and corrosion potentials (soluble sulfate, chloride, pH, resistivity) determinations.
- Conduct stability analysis (static and pseudo-static loads) for the critical slope sections and recommend for appropriate stabilization measures (e.g., soil nails with shotcrete facing) wherever necessary. Design parameters for stability analysis and stabilization measures will be derived from the findings from field data and laboratory test results.
- Preparation of a geotechnical report summarizing our findings, conclusions, and recommendations. Report preparation will be performed under direct supervision of a California registered Geotechnical Engineer (GE) and an Engineering Geologist (CEG). The report will be signed and stamped by both GE and CEG.



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Soils Testing & Inspection Services:

- Southwest will perform laboratory testing and field testing, inspection services, as required by the DSA-103 Form. All the laboratory tests will be conducted in Southwest's DSA certified laboratory (LEA #90).
- Southwest's soils inspector will observe grading activities and conduct field compaction tests of the graded backfill (soil, aggregate, base materials) to ensure that the grading limits and minimum compaction criteria are followed in compliance with the project geotechnical report; DSA approved civil/grading plans, and project specifications.

Soils testing and field inspection services will consist of the following:

- Qualification testing of controlled fill material
- Compaction of controlled fill
- Building pad preparation
- Trench and Wall Backfill

Testing, inspection of asphaltic concrete and concrete pavement, flatwork will consist of the following:

- Preparation of soil subgrade for asphalt and concrete paved surfaces
 - Sub-base / base placement and compaction
 - AC paving placement and compaction
- Daily field inspection reports prepared by Southwest's inspectors will be reviewed by Geotechnical Engineer for quality assurance and project compliance purpose. Geotechnical services during construction will be under direct supervision of Southwest's Geotechnical Engineer. All the daily inspection report, materials test results report will be submitted to the Project Inspector, LBUSD's Project Manager as well as any other parties as requested by the Project Inspector.
 - Southwest's Geotechnical Engineer will respond to any relevant RFI during construction. He will prepare interim and final close-out DSA-293 Reports. These documents will be prepared promptly without causing any interruption in the construction schedule. DSA 293 reports will be promptly uploaded to DSA's Box.



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FEE PROPOSAL AND SCHEDULE

Based on our understanding of this project and the requirements as outlined in the RFP, our estimate of fee for the proposed scope of services - **geotechnical investigation report and grading observation, testing services** - will be **Thirty Five Thousand Two Hundred Ninety Six Dollars and Fifty Cents (\$35,296.50)**. A breakdown of this fee estimate is presented in the attached Exhibit C, *Fee Proposal - Cost Tracking Matrix*. We understand that the fee and wages for personnel involved in this project will be subjected to Prevailing Wage Scale pursuant to Section 1773 of the California Labor Code of the California Department of Industrial Relations.

If any additional services are requested by the District or demanded by the construction schedule, which are beyond the scope of work as outlined in this proposal and the Cost Tracking Matrix, these will be billed in accordance with the Southwest's Fee Schedule which is enclosed in the attached Exhibit B.

If Southwest is selected for this bid, we will expedite scheduling for drilling for geotechnical investigation following receipt of the formal authorization to proceed. Drilling for geotechnical reports are anticipated to be done within one (1) to two (2) days. Final geotechnical report will be completed within three (3) weeks after completion of the drilling.

Fee Proposal-Cost Tracking Matrix

Geotechnical and Soils Testing & Inspection					
Geotechnical Services for LBHS Restroom/Concession building At Stadium				ORIGINAL CONTRACT	
	Item	Rate	Unit	Quantity	Total
	Geotechnical Investigation Report				
1	Lump Sum Fee - CGS Approved Report for Resstroom/Concession Bldg	\$9,041.50	each	1	\$9,041.50
2	Lump sum Fee - Additional Scope on Stability Analyses, Stabilization Measures for the Perimeter Slopes at the Campus	\$11,480.00	each	1	\$11,480.00
	GRADING OBSERVATION AND TESTING				

\$20,521.50

