

TO: BOARD OF EDUCATION
FROM: JOHN E. DEASY
RE: APPROVAL OF MINUTES

ACTION
06/12/03

RECOMMENDATION NO. A.1

It is recommended that the Board of Education approve the following Minutes:

May 01, 2003
May 08, 2003
May 13, 2003
May 15, 2003

MOTION MADE BY:
SECONDED BY:

STUDENT ADVISORY VOTE:
AYES:
NOES:
ABSTENTIONS:

TO: BOARD OF EDUCATION

CONSENT/ACTION

06/12/03

FROM: SUPERINTENDENT

RE: APPROVAL OF INDEPENDENT CONTRACTORS

RECOMMENDATION NO. A.2

It is recommended that Board of Education enter into an agreement with the following Independent Contractors. These contracts are included in the 2002/2003 budget.

Contractor/Contract Dates	Description	Site	Funding
Music Center Education Division Jan 8 - April 2, 2003 Cost: not to exceed \$5,125	To provide Arts enrichment for grades Kindergarten through fifth	McKinley	PTA Gift 01- 90120-0-11100-10000-5802-004-4040
Michael Hill May 19 - June 30, 2003 Cost: not to exceed \$12,545	To provide professional development training and follow-up sessions for all staff. Install software in each classroom, promote student learning in the use of e-mail	CDS	Head Start 12-52101-0-85000-10000-5802-070-2700
Michael Hill May 19 - June 30, 2003 Cost: not to exceed \$5,005	To provide for the development of webpages and create a logo for CDS	CDS	Head Start 12-52101-0-85000-10000-5802-070-2700
UCLA Center X: Math Project, Social Studies, and English Language Arts (amended name) Feb - June 2003 Amount of Increase:\$1,000 Total Contract cost: not to exceed \$7,000	Amendment of previous contract approved by the Board 03/06/03 to provide secondary teachers with Standards Based Differentiated Instruction in Algebra, Social Studies, Science and English Language Arts	Ed Services	Ed Services 01- 40350-0-11100-10000-1160-035-1501`
Marilyn McGrath June 18, 2003-June 30-2003 Cost: not to exceed \$500	To provide Parent Education Classes	CDS	Infant and Family 01-94190-0-81000-59000-5802-070-2700
Donna Iwagaki May 20- June 30, 2003 Cost: not to exceed \$8,000	Professional Development	CDS	CDS 12-52101-0-85000-10000-5802-070-2700

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSTENTIONS:

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/12/03

FROM: SUPERINTENDENT

RE: OVERNIGHT FIELD TRIP (S) 2003-04

RECOMMENDATION NO. A.3

It is recommended that the Board of Education approve the special field trip (s) listed below for students for the 2003-04 school year. No child will be denied due to financial hardship.

<u>School Grade # of Students</u>	<u>Destination Dates</u>	<u>Principal Teacher</u>	<u>Cost / Paid for</u>	<u>Subject</u>	<u>Purpose of Trip</u>
Point Dume grd. 4 60 students attending	Catalina Island 10/20/03 to 10/22/03	Margo Dunn Chi Kim	\$240.00 per student paid for by parents & fund raisers	Science	To study the marine environment and ecology with hands on experience.
Point Dume grd. 5 60 students attending	Catalina Island 11/05/03 to 11/07/03	Kelly Didion Chi Kim	\$186.00 per student paid for by parents & fund raisers	Science	To study the marine environment and ecology with hands on experience.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSTENTIONS:

TO: BOARD OF EDUCATION

ACTION/CONSENT

6/12/03

FROM: JOHN DEASY/ RITA ESQUIVEL

RE: 2003/2004 ADULT EDUCATION CENTER APPROVAL

RECOMMENDATION NO. A.4

It is recommended that the Board of Education approve the Adult Education courses to be offered for the 2003/2004 school term.

COMMENTS: The list of courses represent course titles approved by the Department of Education, State of California. Only courses on the approved list may be used to generate ADA for which the district will be reimbursed. The list is not available in the electronic agenda. However, it is printed in the published agenda and is available for public review in the Adult Education Office and as part of the public copies of the agenda, which are available at the meeting.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSTENTIONS:

TO: BOARD OF EDUCATION
FROM: JOHN E. DEASY/KENNETH R. BAILEY
RE: ACCEPTANCE OF GIFTS - 2002-03

ACTION/CONSENT
06/12/03

RECOMMENDATION NO. A.5

It is recommended that the Board of Education accept, with gratitude, checks and gifts totaling \$116,404.73 presented to the Santa Monica-Malibu Unified School District.

It is further recommended that the Fiscal/Business Services Office, in accordance with Educational Code §42602, be authorized to increase the 2002-2003 income and appropriations by \$112,204.73, as described on the attached listing.

COMMENT: The value of all non-cash gifts has been determined by the donors.

Also attached for informational purposes is a report itemizing Cumulative Totals of Gifts and Donations for Fiscal Year 2002-2003.

AGENDA

NOTE: The list of gifts is available on the District's website, www.smmusd.org, as a pdf file; to view the gift report:

- 1) go to www.smmusd.org
- 2) click on "Board Meetings"
- 3) scroll to the date for this meeting
- 4) click on 6-12gif.pdf

MOTION MADE BY:
SECONDED BY:

STUDENT ADVISORY VOTE:
AYES:
NOES:

ABSTENTIONS:

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/12/03

FROM: JOHN E. DEASY/KENNETH R. BAILEY

RE: CONFERENCE AND TRAVEL APPROVAL/RATIFICATION

RECOMMENDATION NO. A.6

It is recommended that the Board of Education approve/ratify the following Requests for Absence on District Business (Conference and Travel) forms.

COMMENTS: Entries are alphabetical, by employee last name. In addition to the employee's name and site/location, each entry contains the following information: name, location and date (s) of the conference, complete account code, fund and program names, and the total estimated cost as provided by the site administrator. The average cost for substitute teachers is \$130/day. This figure is furnished for informational purposes and does not reflect the actual amount paid for an individual substitute.)

<u>NAME</u> <u>SITE</u> Account Number Fund - Resource Number	CONFERENCE NAME LOCATION DATE (S)	COST ESTIMATE
LEON-VAZQUEZ, Maria Board of Education 01-00000-0-00000-72000- 5220-020-1200 General Fund Function: Other Genl. Admin.	73rd Annual Meeting of the L.A. County School Trustees Assn. Monterey Park, CA May 29, 2003	\$55.00
MILLER, Stephanie Olympic High 01-41100-0-11100-10000- 5220-014-4140 General Fund - Resource: IASA Title VI - Innovative Educ. Strategies	HIV/AIDS Prevention Education Teacher Training Downey, CA (LACOE) June 5, 2003	\$45.00
Adjustments (Preapproved expenses 10% in excess of approved costs that must be approved by Board/Changes in Personnel Attendance)		
NONE		

NAME SITE Account Number Fund - Resource Number	CONFERENCE NAME LOCATION DATE (S)	COST ESTIMATE
Group Conference and Travel: In-State * a complete list of conference participants is on file in the Department of Fiscal Services		
<u>BAXTER, Nan</u> <u>HEGLER, Sioux</u> Special Education 01-34050-0-57700-11900- 5220-044-1400 General Fund - Resource: Workability I	Workability I Region 3 Spring Training Santa Barbara, CA April 30 - May 1, 2003	\$475.00 Total + 1 SUB
<u>DELAWALLA, Ali</u> <u>HO, Pat</u> + 3 Additional Staff Fiscal Services 01-00000-0-00000-72000- 5220-051-2510 General Fund - Function: Other Genl. Admin.	Accounts Payable/Year-End Closing for Interface Districts Downey, CA (LACOE) May 28, 2003	\$40.00 Total
<u>DAWS, Tracy</u> <u>FOWLER, Amy</u> John Adams Middle No Cost to District	AVID Workshop Downey, CA (LACOE) May 28, 2003	2 SUBS ONLY
<u>CORLISS, Chris</u> <u>RICHWINE, Dona</u> <u>THOMAS, Tracie</u> Food & Nutrition Services 13-54540-0-00000-37000- 5220-057-2570 Cafeteria Fund - Resource: Nutrition/Physical Activity Policy Grant	Model School Nutrition/Physical Activity Policy Meeting Sacramento, CA June 6, 2003	\$1,392.00 Total
<u>DE LA ROSA, Johanna</u> + 3 Additional Staff Child Development Serv. 01-94190-0-81000-59000- 5220-070-2700 General Fund - Resource: St. John's Infant Family	Early Literacy Across the Curriculum Los Angeles, CA June 21 - June 22, 2003	\$938.40 Total
<u>ALIDINA, Jamila</u> + 16 Additional Staff Child Development Services 12-52101-0-85000-10000- 5220-070-2700 Child Dev. Fund - Resource: Head Start Model I	The Creative Curriculum for Preschool Los Angeles, CA June 24 - 27, 2003	\$10,610.00 0 Total

NAME SITE Account Number Fund - Resource Number	CONFERENCE NAME LOCATION DATE (S)	COST ESTIMATE
Out-of-State Conferences: Individual		
THOMAS, Tracie Food & Nutrition Serv. No Cost to District	USDA Community Food Projects Competitive Grant Washington, D.C. June 9 - 12, 2003	0 (All costs paid by USDA)
Out-of-State Conferences: Group		
NONE		

MOTION MADE BY:
 SECONDED BY:

STUDENT ADVISORY VOTE:
 AYES:
 NOES:
 ABSTENTIONS:

TO: BOARD OF EDUCATION
FROM: KENNETH R. BAILEY/ VIRGINIA I.HYATT
RE: APPROVAL OF PURCHASE ORDERS

ACTION/CONSENT
06/12/03

RECOMMENDATION NO. A.7

It is recommended that the Board of Education approve the following Purchase Orders and Changed Purchase Orders from May 8, 2003 through June 3, 2003 for fiscal year 2002/03.

AGENDA

NOTE:

The Purchase Order list is not available in the electronic agenda. It is printed in the published agenda. It is available for public review in the Office of the Superintendent and as part of the public copies of the agenda, which are available at the meeting.

MOTION MADE BY:
SECONDED BY:

STUDENT ADVISORY VOTE:
AYES:
NOES:

ABSTENTIONS:

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/12/03

FROM: SUPERINTENDENT/KENNETH R. BAILEY/VIRGINIA I. HYATT

RE: APPROVAL FOR DISPOSAL/SALE OF SURPLUS EQUIPMENT

RECOMMENDATION NO. A.8

It is recommended that the Board of Education approve the disposal and/or sale of surplus equipment listed below.

COMMENT: All items are obsolete or beyond economic repair. Items will be disposed of in accordance with Educational Code 17545 and 17547.

SCHOOL/ DEPT.	ITEM	QTY	MAKE/MODEL	SERIAL NUMBER	INVENTORY NUMBER
McKinley	Milk Cooler	1	Bev Aire	Unknown	02884
	Cell Phone	1	LGIC	903K113316	07457
	Monitor	1	Dell VC1	10007869	None
	Printers	1	Deskjet Writer	330758068	10393
		1	Deskjet 693C	CN69R11124	05309
	CPUs	1	Gateway 4DX2-66	Unknown	04951
		1	Nexstar	NE101303	05308
		1	Dell 425 S/L	Unknown	10445
SAMOHI Cafe	Slicer	1	Hobart	Unknown	00824
	Cash Register	1	Sharp ER 2380	39001939	00835
	Copier	1	Unknown	Unkown	04949
	Printer	1	Epson LQ 870	4001118906	Unknown
Lincoln	Cash Register	2	Sharp ER 2380	39002119, 39012689	01705, 01708
Fiscal Svcs	Printer	1	Epson FX 1170	6211228532	04898
Ed Services	Cell Phone	1	Motorola	831TBJOXM1	None
Food Services	Cell Phones	2	Motorola	831AQ7CBD, 831TAN2HK4	None
		1	Nextel i1000	000100332554190	None

SCHOOL/ DEPT.	ITEM	QTY	MAKE/MODEL	SERIAL NUMBER	INVENTORY NUMBER
	Printer	1	HP - DJ660C	SG5801P2QJ	04952
	Milk Cart	1	Cres-Cor H1381834	KJD-K9232B	None
Various	Cell Phones	7	Nextel i1000	000503272369100,000101 624502100,000502880217 100,000100901840100, 000502978369100,000502 002598100,000502812380 100	None
		1	Nextel i90c	000101488571230	None
		1	Audiovox MVX- 460	0675726200	None
Cabrillo	Cell Phone	1	Motorola 92055 PWXJA	A72GZJT943	07459
Franklin	Typewriter	1	IBM Sel II	Unknown	02107
	Printer	1	HP DW520	Unknown	02012
Transportation	CPU	1	Gateway P55C- 200	009069704	06158
Roosevelt	Monitors	1	Gateway EV700	Unknown	None
		1	Packard Bell PB- 8539GV	Unknown	None
		1	Sony CPD-1320	Unknown	None
		1	Daytek DT-1536-DM	Unknown	None
	Color TVs	2	RCA - JLR985DR	551326162, 551326146	04578, 04575
Health Svcs	Audiometers	1	Ambco #100	1378	05021
		1	Ambco #610	1763	05012
Maint.	Fax	1	Panafax UF-342	05981200274	0696-2
Infant & Family Support	Monitors	1	MacIntosh LC55C	L04512JV46Q	02000
		1	Gateway EV500	15009A980365	7000964
	Printer	1	HP Deskjet 540	B94C2162X	04389
	CPU	1	Gateway E1200	0012731669	06966
	Fax	1	Panafax UF 315 AU	01970600864	06122

SCHOOL/ DEPT.	ITEM	QTY	MAKE/MODEL	SERIAL NUMBER	INVENTORY NUMBER
Grant	TV - 25"	1	Sharp #25N118	372648	01383
	TV - 27"	1	Sharp #27AS100H	611891	02821
	VCR	1	RCA	313502817	None
Muir	CPU	1	Gateway BATC	0005518202	05151
Rogers	CPU	1	Gateway BATC	0007589246	05784

MOTION MADE BY:
 SECONDED BY:

STUDENT ADVISORY VOTE:
 AYES:
 NOES:

ABSTENTIONS:

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/12/03

FROM: SUPERINTENDENT/KENNETH R. BAILEY

RE: APPROPRIATION TRANSFERS AT SCHOOL YEAR-END

RECOMMENDATION NO. A.9

It is recommended that the Board of Education approve the attached authorization to make appropriation transfers.

COMMENTS: The Los Angeles County Office of Education encourages District's Governing Boards to authorize the County Office to make appropriation transfers. The District will identify the source of the funds to be transferred. Copies of transfers will be sent to Santa Monica-Malibu Unified School District as they occur. This action is recommended by the Los Angeles County Office of Education and is a routine occurrence.

Section §42601 of the Education Code as amended states: "At the close of any school year a school district may, with the approval of the governing board, identify and request the County Superintendent of Schools to make the transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification or classifications, or balance any expenditure classifications of the budget of the district for that school year as necessary to permit the payment of obligations of the district incurred during that school year. For each elementary, high school, and unified school district that during the preceding school year, had an average daily attendance less than the level, as appropriate, specified in subdivision (a) of EC §41301, the County Superintendent of Schools, with the consent of the Governing Board of the School District, may identify and make the transfers, and shall notify the districts."

Fiscal year-end posting of warrants or liabilities, or both, may cause overdraft in appropriation accounts, which will need budget transfers between major objects or reserve accounts.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSTENTIONS:

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/12/03

FROM: SUPERINTENDENT/KENNETH R. BAILEY

RE: APPROVAL OF LEASE WITH ST. JOSEPH CENTER

RECOMMENDATION NO. A.10

It is recommended that the Board of Education approve a lease with St. Joseph Center at the Washington East school site from July 1, 2003 through June 30, 2004.

COMMENTS: The District has leased two of the Washington East School site classrooms and attached playyard to the Parents Infant Care Services, Inc. (PICSI) since July, 1985. We have received notice from PICSI that they will not be renewing their lease, which will expire on June 30, 2003.

St. Joseph Center will provide the same type of child care services that PICSI provided and would like to take over the vacated space. They will continue to serve the children who are in the PICSI program, operating one classroom for toddlers and one for preschool children.

Staff recommends approval of the lease.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSTENTIONS:

TO: BOARD OF EDUCATION ACTION/CONSENT
06/12/03
 FROM: SUPERINTENDENT/JOSEPH N. QUARLES/RICK BAGLEY
 RE: CERTIFICATED PERSONNEL - Elections, Separations

RECOMMENDATION NO. A.11

ELECTIONS

ADDITIONAL ASSIGNMENTS

<u>Name/Location</u>	<u>Rate</u>	<u>Effective</u>	<u>Not to Exceed</u>
<u>LINCOLN MIDDLE SCHOOL</u>			
Asgharzadeh, Rozita	12 hrs @\$35.60	4/28/03-6/20/03	Est Hrly/\$427
Diamond, Melanie	6 hrs @\$35.60	4/28/03-6/20/03	Est Hrly/\$214
Kelin, Marie Claire	18 hrs @\$35.60	4/28/03-6/20/03	Est Hrly/\$641
McNulty, Mary Beth	6 hrs @\$35.60	4/28/03-6/20/03	<u>Est Hrly/\$214</u>
			TOTAL ESTABLISHED HOURLY \$1,496

Comment: After school Library
01-Reimbursed by PTA

McCracken, Amy	8 hrs @\$35.60	4/12/03-6/20/03	<u>Est Hrly/\$285</u>
			TOTAL ESTABLISHED HOURLY \$285

Comment: Saturday School Program
01-Unrestricted Resource

<u>SANTA MONICA HIGH SCHOOL</u>			
Norman, Lacy	88 hrs @\$64.87	9/4/02-1/27/03	<u>Own Hrly/\$5709</u>
			TOTAL ESTABLISHED HOURLY \$5,709

Comment: Sixth Period Assignment
01-Unrestricted Resource

<u>CHILD DEVELOPMENT SERVICES</u>			
Hentschell, Denise	64 hrs @\$20.80	4/14/03-4/25/03	<u>Own Hrly/\$1331</u>
			TOTAL OWN HOURLY \$1,331

Comment: Spring Break: CDS Operating 4/14/03-4/25/03
01-Cal Safe Supportive Services

<u>STUDENT SERVICES</u>			
Elgart, Candace	336 hrs @\$53.73	11/10/02-6/21/03	<u>Own Hrly/\$18,053</u>
			TOTAL OWN HOURLY \$18,053

Comment: Speech/Special Education
01-Special Education

Nico, Adalgisa	20 hrs @\$47.86	2/15/03-6/20/03	<u>Own Hrly/\$957</u>
			TOTAL OWN HOURLY \$957

Comment: After school tutoring of student per IEP
01-Special Education

EXTENDED DUTY UNITS

<u>LOCATION</u>	<u>RATE</u>	<u>ACTIVITY</u>	<u>EFFECTIVE</u>	<u>TOTAL</u>
<u>JOHN ADAMS MIDDLE SCHOOL</u>				
Blanchard, Cecile	4 units @\$224	Choral Music	9/4/02-1/24/03	\$896
Brown, Dan	1 unit @\$224	Natl Jr Honor Soc	9/4/02-1/24/03	\$224
Chattaway, Amy	4 units @\$224	Instr Music	9/4/02-1/24/03	\$896
Compton, Shirley	½ unit @\$224	BLUS	9/4/02-1/24/03	\$112
Dipley, Jeri	2 units @\$224	Holiday Schl-Wide Act	9/4/02-1/24/03	\$448
Frumovitz, Alex	1 unit @\$224	Core Leader	9/4/02-1/24/03	\$224
Goldberg, Cori	4 units @\$224	ASB	9/4/02-1/24/03	\$896

Gonzalez, Maricella	½ unit @\$224	BLUS	9/4/02-1/24/03	\$112
Iwasa, Chris	1 unit @\$224	Core Leader	9/4/02-1/24/03	\$224
McCarthy, Marcia	1 unit @\$224	Core Leader	9/4/02-1/24/03	\$224
Santiago, Carol	4 units @\$224	Collegians	9/4/02-1/24/03	\$896
Mikulak, Tracy	1 unit @\$224	Core Leader	9/4/02-1/24/03	\$224
Nonhof, Sandy	5 units @\$224	Yearbook	9/4/02-1/24/03	\$1120
Silvers, Larry	1 unit @\$224	Natl Jr Honor Soc	9/4/02-1/24/03	\$224
Torres, Lupe	1 unit @\$224	Core Leader	9/4/02-1/24/03	\$224
Whitaker, Cathie	1 unit @\$224	Core Leader	9/4/02-1/24/03	\$224
Woo, Angela	4 units @\$224	Inst Music	9/4/02-1/24/03	\$896
		TOTAL EXTENDED DUTY UNITS		\$8,064
		01-Unrestricted Resource		

CABRILLO ELEMENTARY SCHOOL

Erlandson, Staci	1 unit @\$224	Overnight Camp	2002/03 Spring	\$224
Jacobs, Rochelle	1 unit @\$224	Governance	2002/03 Spring	\$224
Levy, Nancy	1 unit @\$224	Governance	2002/03 Spring	\$224
Lynch, Jen	1 unit @\$224	Overnight Camp	2002/03 Spring	\$224
Lynch, Jen	2 units @\$224	Student Council	2002/03 Spring	\$448
Morgan, Barbara	1 unit @\$224	Governance	2002/03 Spring	\$224
Stocking, Susan	1 unit @\$224	Sacramento Overnite	2002/03 Spring	\$224
Wiedlin, Meg	2 units @\$224	Chair: SST	2002/03 Spring	\$448
		TOTAL EXTENDED DUTY UNITS		\$2,240
		01-Unrestricted Resource		

Boxer, Lorissa	1 unit @\$224	Student Council	2002/2003	\$224
Brumer, Sandy	1 unit @\$224	Student Council	2002/2003	\$224
Castillo, Alma	1 unit @\$224	Student Council	2002/2003	\$224
Castillo, Alma	1 unit @\$224	Homework Program	2002/2003	\$224
Gridley, Steven	2 units @\$224	5th Gr Catalina	2002/2003	\$448
		TOTAL EXTENDED DUTY UNITS		\$1,344
		01-Unrestricted Resource		

LINCOLN MIDDLE SCHOOL

Rogers, Alan	10 units @\$224	ASB Financial	2002/2003	\$2240
		TOTAL EXTENDED DUTY UNITS		\$2,240
		01-Reimbursed by ASB		
Allen, Samantha	0.5 units @\$224	Heart 2 Heart	2002/2003	\$112
Braverman, Darci	0.5 units @\$224	Heart 2 Heart	2002/2003	\$112
Brown, J.C.	2.5 units @\$224	Student Store	2002/2003	\$560
Finsten, Beth	1 unit @\$224	Debate Club	2002/2003	\$224
Gross, Stephanie	0.5 units @\$224	Heart 2 Heart	2002/2003	\$112
Haenschke, Kris	2 units @\$224	Book Club	2002/2003	\$448
Hirt, Mary	0.5 units @\$224	Family Fitness Nite	2002/2003	\$112
Hirt, Mary	2 units @\$224	Jog-a-thon	2002/2003	\$448
Huls, Jeff	6 units @\$224	Choral Music	2002/2003	\$1344
Hunt, Mark	5 units @\$224	Instr Music	2002/2003	\$1120
Johnston, Roe	3 units @\$224	Aud Sound/Lights	2002/2003	\$672
Johnston, Roe	1 unit @\$224	Recycling	2002/2003	\$224
McNulty, Mary Beth	4 units @\$224	Drama Club	2002/2003	\$896
Park, Peter	5 units @\$224	Instr Music	2002/2003	\$1120
Pomatti, Kate	2 units @\$224	Yearbook	2002/2003	\$448
Rogers, Alan	3 units @\$224	Stud Counc Adv	2002/2003	\$672
Santomieri, Amy	0.5 units @\$224	Heart 2 Heart	2002/2003	\$112
Underwood, Brian	0.5 units @\$224	Family Fitness Nite	2002/2003	\$112
Vanderveen, Ken	3 units @\$224	Video Yearbook	2002/2003	\$672
		TOTAL EXTENDED DUTY UNITS		\$9,520
		01-Unrestricted Resource		

PT DUME MARINE SCIENCE

Didion, Kelley	1 units @\$224	Student Council	2002/2003	\$224
Didion, Kelley	3 units @\$224	Overnight Field Trip	2002/2003	\$672
Gruber, Kerrin	3 units @\$224	Overnight Field Trip	2002/2003	\$672
Jennings, Kris	2 units @\$224	Overnight Field Trip	2002/2003	\$448
Dunn, Margo	2 units @\$224	Overnight Field Trip	2002/2003	\$448
		TOTAL EXTENDED DUTY UNITS		\$2,464

01-Unrestricted Resource

SANTA MONICA HIGH SCHOOL

Barraza, Pete	12 units @\$224	Boy Volleyball, Asst	Spring 02/03	\$2688
Bates, Abigail	6 units @\$224	Track, Assistant	Spring 02/03	\$1344
Cady, Patrick	12 units @\$224	Track, Coach	Spring 02/03	\$2688
Fischer, Tania	13 units @\$224	Track, Coach	Spring 02/03	\$2912
Flanders, Matt	13 units @\$224	Girls Swim Coach	Spring 02/03	\$2912
Kenney, Michelle	6 units @\$224	Track, Assistant	Spring 02/03	\$1344
Lacy, Norman	13 units @\$224	Boys Golf, Coach	Spring 02/03	\$2912
Sato, Liane	13 units @\$224	Boys V-ball, Coach	Spring 02/03	\$2912
Skaggs, Debbie	13 units @\$224	Softball, Coach	Spring 02/03	\$2912
TOTAL EXTENDED DUTY UNITS				\$22,624

01-Unrestricted Resource

SANTA MONICA HIGH SCHOOL

Bisson, Amy	12 units @\$224	Student Activities	Spring 02/03	\$2688
Escalera, Daniel	3.3 units @\$224	Senior Advisor	Spring 02/03	\$739
Ford, Frank	13 units @\$224	Drama Director	Spring 02/03	\$2912
Gaida, Ingo	13 units @\$224	Academic Decathlon	Spring 02/03	\$2912
Garcia, Veronica	3.3 units @\$224	Senior Advisor	Spring 02/03	\$739
Griswold, Mike	13 units @\$224	Athletic Director	Spring 02/03	\$2912
Hammer, Carl	13 units @\$224	Band Director	Spring 02/03	\$2912
Hedrick, Don	12 units @\$224	Stud Activ, ASB	Spring 02/03	\$2688
Hollie, Ada	13 units @\$224	Scholarship Adv	Spring 02/03	\$2912
Horn, Lorraine	6 units @\$224	Newspaper Advisor	Spring 02/03	\$1344
Jago, Carol	6 units @\$224	Yearbook Advisor	Spring 02/03	\$1344
Matracia, Jeff	3.3 units @\$224	Senior Advisor	Spring 02/03	\$739
Orlowski, Jami	8 units @\$224	Pep Squad Advisor	Spring 02/03	\$1792
Rhodes, Chris	10 units @\$224	Choral Director	Spring 02/03	\$2240
Sakow, Terry	13 units @\$224	Band Director	Spring 02/03	\$2912
TOTAL EXTENDED DUTY UNITS				\$31,785

01-Unrestricted Resource

EDUCATIONAL SERVICES

Bersch, Kirsten	6 units @\$224	Prep and conducting	9/3-02-6/20/03	\$1344
Fedderson-France, Deanna	6 units @\$224	Holiday & Spring Concerts, Auditioning	9/3-02-6/20/03	\$1344
Limb, Christine	6 units @\$224	Honor Orchestra,	9/3-02-6/20/03	\$1344
Lockrem, Bonnie	4 units @\$224	Conducting Stairway	9/3-02-6/20/03	\$896
Loyd, Alan	6 units @\$224	rehearsals&concerts	9/3-02-6/20/03	\$1344
Ravaglioli, Steven	6 units @\$224	recruit assemblies	9/3-02-6/20/03	\$1344
Tellier, Bruce	6 units @\$224	vendor nights	9/3-02-6/20/03	\$1344
TOTAL EXTENDED DUTY UNITS				\$8,960

01-Unrestricted Resource

TOTAL ESTABLISHED HOURLY, OWN HOURLY and EXTENDED DUTY UNITS = \$117,072

SUBSTITUTE TEACHERS

Effective

LONG-TERM SUBSTITUTES

(@\$184 Daily Rate)

Ware, Andrea 4/30/03

PREFERRED SUBSTITUTES

(@\$142 Daily Rate)

Cassone, Catherine 5/7/03

Colvin, Margaret 5/5/03

Hanson, Erin K. 5/5/03

REGULAR DAY-TO-DAY

(@120 Daily Rate)

Cruz, Celena 5/14/03

Takahashi, Gen

5/2/03

PROBATIONARY CONTRACTS

<u>Name/Assignment</u> <u>Location</u>	<u>Not to</u> <u>Exceed</u>	<u>Effective</u>
Eisner, Tracy CDS/Lincoln Teen Center	50% [replacing S. Aranas]	5/23/03-6/30/03

TEMPORARY CONTRACTS

<u>Name/Assignment</u> <u>Location</u>	<u>Not to</u> <u>Exceed</u>	<u>Effective</u>
Hoffman, Heidi Grant Elementary/2nd	100% [replacing S. Neumann]	4/18/03-6/20/03

LEAVES OF ABSENCE (with pay)

<u>Name/Assignment</u> <u>Location</u>	<u>Effective</u>
Arthur, Diane CDS-MCKinley	3/10/03-4/13/03 [medical]
Austin, Heather John Adams MS	4/28/03-6/20/03 [maternity]
Beltran, Sue John Muir Elementary	4/9-11/03 4/28/03-6/20/03 [family care]
Beltran, Tom Lincoln MS	3/26/03-5/5/03 5/22/03-6/7/03 [family care]
Berukhim, Niloufar Roosevelt Elementary	5/5/03-6/20/03 [maternity]
Cariati, Jeanne Malibu	3/31/03-4/11/03 [medical]
Gonzalez, Sara SAMOHI	5/27/03-6/20/03 [maternity]
Govindraz, Kristen Franklin Elementary	4/30/03-6/20/03 [maternity]
Higuchi-Hernandez, Jessica Webster Elementary	3/31/03-9/25/03 [maternity]
Holmstrum, Toni Will Rogers Elementary	4/28/03-6/15/03 [maternity]
(Revised dates: originally on Board Agenda of 4/3/03 as 4/29/03-6/20/03)	
Kirk, Diana SMASH	2/10/03-6/2/03 [maternity]
Laufer, Lorraine Roosevelt/Franklin	4/28/03-6/20/03 [medical]
Quintero, Carolina CDS-Edison	4/14/03-6/6/03 [maternity]
Salumbides, Rose Ann	5/12/03-6/20/03

SAMOHI	[maternity]
Smith, Nancy Will Rogers Elementary	5/2/03-6/20/03 [maternity-extension of leave]
Spanos, Christina Grant Elementary	4/28/03-6/9/03 [maternity]
Wechsler, Laura Roosevelt Elementary	3/24/03-6/20/03 [maternity]

LEAVES OF ABSENCE (without pay)

<u>Name/Assignment</u> <u>Location</u>	<u>Effective</u>
Jones, Jenny SAMOHI	8/29/03-6/18/04 [child care]
Kirk, Diana SMASH	6/03/03-6/20/03 [child care]
Neumann, Stephanie Grant Elementary	4/28/03-6/20/03 [child care]
Pham, Vy Lincoln Middle School	8/29/03-6/18/04 [personal]
Toomey, Mary Ellen Student Services/Special Ed	7/1/03-6/30/04 [personal]

RESIGNATIONS

<u>Name/Assignment</u> <u>Location</u>	<u>Effective</u>
Boyd, Lisa Lincoln MS	6/20/03
Lowe, Brian SAMOHI	4/11/03

RETIREMENTS

<u>Name/Assignment</u> <u>Location</u>	<u>Effective</u>
Armendariz, Richard Grant Elementary	6/20/03
Brunson, Diane Roosevelt Elementary	6/20/03
Clark, Karen Student Services/Special Education	6/30/03
Edens, Meredith SAMOHI	6/20/03
Hanson-Booker, Denise Will Rogers Elementary	6/20/03
Kramer, Bonnie Roosevelt Elementary	6/20/03
Kramer, Stephen	6/20/03

Lincoln Elementary

Oberstone, Gaye John Muir Elementary	6/20/03
Perman, Nancy SAMOHI	6/20/03
Sawaya, Peter SAMOHI	6/20/03
Sawaya, Sharon SAMOHI	6/20/03
Schaefer, Carol Grant Elementary	6/30/03

DECEASED

<u>Name/Location</u>	
Needham-Plumlee, Elizabeth Child Development Services	5/25/03

MOTION MADE BY:
SECONDED BY:

STUDENT ADVISORY VOTE:
AYES:

NOES:
ABSTENTIONS:

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/12/03

FROM: SUPERINTENDENT/RICK BAGLEY

RE: RECOMMENDATION TO APPROVE AN EXTENSION OF A MEMORANDUM OF UNDERSTANDING FOR NANCY ZARENDA TO PARTICIPATE IN THE VISITING EDUCATOR PROGRAM WITH THE CALIFORNIA DEPARTMENT OF EDUCATION

RECOMMENDATION NO.A.12

It is recommended that the Board of Education approve an extension of the memorandum of understanding for Edison Language Academy teacher, Nancy Zarenda, to participate in the visiting educator program with the California Department of Education.

COMMENT: Approval of this agreement will allow the District to essentially "loan" Ms. Zarenda to the State Department of Education for the duration of the term agreement for the period of July 1, 2002 through January 31, 2003, for 130 days; February 1, 2002 through June 30, 2003 for 92 work days; and July 1, 2003, through June 30, 2004, for 200 work days.

Although Ms. Zarenda is working with the California Department of Education, she will continue to be an employee of the Santa Monica-Malibu Unified School District with the State Department reimbursing the District for all costs associated with maintaining Ms. Zarenda's employment with us.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSTENTIONS:

TO: BOARD OF EDUCATION ACTION/CONSENT
06/12/03
FROM: SUPERINTENDENT/JOSEPH N. QUARLES/RICK BAGLEY
RE: STUDENT TEACHING AGREEMENT - CALIFORNIA STATE
UNIVERSITY
LOS ANGELES

RECOMMENDATION NO.A.13

It is recommended that the Board of Education enter into a Student Teaching Agreement between California State University, Los Angeles and the Santa Monica-Malibu Unified School District.

INSTITUTION: California State University, Los Angeles
EFFECTIVE: July 1, 2002 through June 30, 2003
PAYMENT: \$16.67 per quarter unit

COMMENT: The District participates with university teacher training institutions in providing classroom teaching situations under the supervision of a master teacher. The university is billed by the District after completion of the student teaching assignment. The master teachers are then paid the amount due them per the agreement after the District has received the monies from the respective universities.

MOTION MADE BY:
SECONDED BY:

STUDENT ADVISORY VOTE:
AYES:
NOES:

ABSTENTIONS:

TO: BOARD OF EDUCATION
FROM: JOHN E. DEASY/JOHN SLISS
RE: CLASSIFIED PERSONNEL - MERIT

ACTION/CONSENT
06-12-03

RECOMMENDATION NO. A.14

It is recommended that the following appointments for Classified Personnel (merit system) be approved and/or ratified. All personnel will be properly elected in accordance with District policies and salary schedule.

ELECTION

FLORES, INST ASST - SPECIAL ED 05-12-03
MARIA 3.5 HRS/SY LINCOLN PRESCH
RANGE: 20 STEP: 01

REINSTATED

SANCHEZ, CHILDREN CENTER ASST 05-05-03
JOHANNA 3.5 HRS/SY MCKINLEY
RANGE: 18 STEP: 04

PROMOTION

LANCASTER, FOOD SERV OPERATIONS SUPV 05-15-03
KELLY 8.0 HRS/11 FOOD SERV
FR: CAFETERIA WORKER II

WORKING OUT OF CLASS

CARPENTER, CAFETERIA WORKER II 05-01-03
EDDIE 6.5 HRS/SY ADAMS 05-06-03
FR: CAFETERIA WORKER I

HERSCHBERGER, SR ADMT ASST 05-01-03
PATSY 8.0 HRS/12 FOOD SERV 05-06-03
FR: ADMT ASST

LANCASTER, FOOD SERV OPERATIONS SUPV 05-01-03
KELLY 8.0 HRS/12 FOOD SERV 05-14-03
FR: CAFETERIA WORKER II

PEREZ, CAFETERIA WORKER II 05-01-03
MARIA 4.0 HRS/SY PT DUME 05-06-03
FR: CAFETERIA WORKER I

YEPEZ, CAFETERIA WORKER II 04-01-03
VICTORIA 7.0 HRS/SY ROGERS 05-06-03
FR: CAFETERIA WORKER I

INCREASE IN ASSIGNMENT

BARRAGAN, INST ASST - BILINGUAL 05-01-03
SUSANNA EDISON 06-20-03

SLAWTER, MARY	SR OFFICE SPECIALIST 8.0 HRS/11 SAMOHI FR: 8.0 HRS/10	05-01-03
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VOLUNTARY TRANSFER

MEJIA, LORENA	INST ASST - SPECIAL ED 6.0 HRS/SY ROGERS FR: 6.0 HRS/SY MALIBU	05-27-03
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STIPENDS OF \$200.00 FOR ASSISTING WITH CAT6 TEST

MILLER, SANDRA	FRANKLIN
HIROTO, BETTY	FRANKLIN

PROFESSIONAL GROWTH

BAKER, TERRENCE	CUSTODIAN I NSI OPERAITONS	05-01-03
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BURDICK, BARTON	GARDENER GROUNDS MAINTENANCE	05-01-03
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DUFFY, KATHERINE	INST ASST - SPECIAL ED PINE STREET	05-01-03
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RAMIREZ, MARTHA	ADMINISTRATIVE ASST EDISON	05-01-03
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ROMERO, ANTHONY	CARPENTER FACILITY MAINTENANCE	05-01-03
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MEDICAL LEAVE OF ABSENCE

CARLSON, BELVA	CAFETERIA WORKER I MALIBU	05-05-03 06-02-03
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DAVIDSON, DIANE	INST ASST - CLASSROOM PT DUME	04-28-03 06-01-03
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MISHURIS, LYUBOV	CAFETERIA WORKER I SAMOHI	04-07-03 05-04-03
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PAREDES, GUILLERMINA	SR OFFICE SPECIALIST ADAMS	05-01-03 08-27-03
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FAMILY CARE LEAVE OF ABSENCE

ALLEN, PAMELA	COMMUNITY LIAISON CDS	05-08-03 06-30-03
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TEMP/ADDITIONAL

COOPER, RAY	CAMPUS SECURITY OFFICER ROOSEVELT	06-04-03 06-04-03
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LEGUIZAMON, SEBASTIAN	INST ASST - CLASSROOM ADAMS	05-12-03 06-20-03
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LIPOW, EILEEN	SR OFFICE SPECIALIST LINCOLN	04-28-03 06-05-03
LOZA, ADELSA	INST ASST - SPECIAL ED SPECIAL ED	05-12-03 05-14-03
RIDLEY, LATRESSE	INST ASST - SPECIAL ED MCKINLEY	02-25-03 05-21-03
SMITH, DUNELL	CAMPUS SECURITY OFFICER ROOSEVELT	06-09-03 06-09-03
<u>SUBSTITUTE</u>		
FUCHS, SYLVIA	INST ASST - BILINGUAL ROGERS	05-05-03 06-30-03
JOHNSTON, KIMBERLEE	INST ASST - PE PERSONNEL COMMISSION	05-26-03 06-30-03
<u>LAYOFF - REDUCTION IN HOURS</u>		
LOUISELL, ANNE	INST ASST - SPECIAL ED 6.75 HRS/SY WEBSTER FR: 8.0 HRS/SY	07-12-03
<u>RETIREMENT</u>		
FEIN, VICKIE	INST ASST - CLASSROOM WEBSTER	06-20-03
MC KINZIE, DEBORAH	SR OFFICE SPECIALIST CDS	06-30-03
<u>RESIGNATION</u>		
ALAS, ROXANA	INST ASST - SPECIAL ED PINE STREET	08-01-03
ARJOMAND, SHARAREH	INST ASST - SPECIAL ED SPECIAL ED	02-21-03
DAVIS, LARRY	BUS DRIVER TRANSPORTATION	05-06-03
LAGASSE, DOROTHY	CAFETERIA WORKER I WEBSTER	05-09-03
VILLA, ELISA	CAFETERIA WORKER I ROOSEVELT	05-07-03
<u>DECEASED</u>		
ESTRADA, FRANK	LEAD CUSTODIAN SAMOHI	04-24-03

ABOLISH POSITION

VACANT	INST ASST - SPECIAL ED 3.0 HRS/SY ROOSEVELT	02-28-03
VACANT	INST ASST - SPECIAL ED MCKINLEY	12-10-02

MOTION MADE BY:
SECONDED BY:

STUDENT ADVISORY VOTE:
AYES:
NOES:

ABSTENTIONS:

TO: BOARD OF EDUCATION
FROM: JOHN E. DEASY/JOHN SLISS
RE: CLASSIFIED PERSONNEL - NON-MERIT

ACTION/CONSENT
06-12-03

RECOMMENDATION NO. A.15

It is recommended that the following be approved and/or ratified for Classified Personnel (Non-Merit). All personnel assigned will be properly elected on a temporary basis to be used as needed in accordance with District policies and salary scheduled.

STUDENT HELPER

BEACH, TYLER	WORKABILITY	03-25-03 - 06-30-05
BRIZENDINE, DAVID	WORKABILITY	03-03-03 - 06-30-04

NOON AIDE

BROWN, JESSICA	WEBSTER	05-19-03 - 06-20-03
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ASSISTANT COACH

MEDRANO, LORENZO	SAMOHI	05-16-03 - 06-30-03
SUGARMAN, AMARIAH	SAMOHI	04-01-03 - 06-30-03
TRINH, NGUYEN	SAMOHI	05-01-03 - 06-30-03
WHITE, GERALD	SAMOHI	05-16-03 - 06-30-03

MOTION MADE BY:
SECONDED BY:

STUDENT ADVISORY VOTE:
AYES:
NOES:
ABSTENTIONS:

TO: BOARD OF EDUCATION

ACTION/CONSENT
06/12/03

FROM: SUPERINTENDENT/KENNETH R. BAILEY

RE: CLASSIFIED ADMINISTRATIVE CONTRACT RENEWAL:
DIRECTOR OF FACILITIES MANAGEMENT

RECOMMENDATION NO. A.16

It is recommended that the Board of Education renew the contract of the following classified administrator from July 1, 2003 through June 30, 2004:

J. Wallace Berriman
Director of Facilities Management

MOTION MADE BY:
SECONDED BY:

STUDENT ADVISORY VOTE:
AYES:
NOES:

ABSTENTIONS:

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/12/03

FROM: SUPERINTENDENT/JOSEPH N. QUARLES

RE: REPRESENTED BARGAINING UNIT MEMBERS, UNREPRESENTED
MANAGEMENT/CONFIDENTIAL SALARIES AND OTHER
UNREPRESENTED SALARIES FOR THE 2003/2004 SCHOOL YEAR
INDEFINITE SALARIES

RECOMMENDATION NO. A.17

It is recommended that the Board of Education declare all represented bargaining unit members, unrepresented management/confidential and other unrepresented employee salaries indefinite for the 2003/04 school year.

BACKGROUND INFORMATION:

As a result of financial uncertainties, negotiations, legislation and other factors, Boards of Education can declare all represented bargaining unit members, unrepresented management/confidential, and other unrepresented employee salaries indefinite for the 2003/2004 school year.

Salaries for all represented bargaining unit members, unrepresented management/confidential and other unrepresented employees are set by the Board of Education. If the Board of Education declares, in advance of the new fiscal year, that salaries for represented bargaining unit members, unrepresented management/confidential, and other unrepresented employees are indefinite, whether subject to future review, negotiation, financial condition, or other factors, such action will suffice to permit retroactive salary adjustments back to the beginning of the new year.

This action meets the requirements specified in Education Code Section 45032.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSTENTIONS:

TO: BOARD OF EDUCATION

ACTION/CONSENT
06/12/03

FROM: JOHN E. DEASY/SUPERINTENDENT

RE: ADOPT RESOLUTION NO. 02-34, HONORING LINDA TISHERMAN,
2002-2003 CHAIRMAN OF THE BOARD, SANTA MONICA CHAMBER
OF COMMERCE

RECOMMENDATION NO. A.18

It is recommended that the Board of Education adopt the attached resolution honoring Linda Tisherman, outgoing Chairman of the Board for the Santa Monic Chamber of Commerce.

MOTION MADE BY:
SECONDED BY:

STUDENT ADVISORY VOTE:
AYES:
NOES:

ABSTENTIONS:

**RESOLUTION HONORING MS. LINDA TISHERMAN
2002-2003 Santa Monica Chamber of Commerce
RESOLUTION NO. 02-34**

WHEREAS, Linda Tisherman has demonstrated extraordinary leadership as 2002-2003 Chairman of the Board of the Santa Monica Chamber of Commerce, which will have a lasting impact on the Chamber's membership and community it serves; and

WHEREAS, Linda Tisherman, together with the Santa Monica chamber of Commerce Board of Directors, has led the Chamber with historic and unprecedented actions to protect and defend the needs of small and large Santa Monica businesses' ability to remain economically healthy and viable throughout a sometimes turbulent year; and

WHEREAS, Linda Tisherman has provided strong leadership and support of the individual committee and task force chairs and members in the areas of nonprofit organizations, education, auto dealers, environmental and governmental affairs, parking and traffic, and economic development, homeless and minimum wage issues; and

WHEREAS, Linda Tisherman has continued to demonstrate her passionate commitment to those who reach out for help, assistance and just someone to listen and care through education programs and social service agencies, especially focusing on youth; and

WHEREAS, Linda Tisherman has successfully strengthened the Santa Monica Chamber of Commerce's position in the community as a vital, sincerely caring participant through sensitivity to peoples' needs, whether they be from our business community or residents;

THEREFORE, BE IT RESOLVED, that Linda Tisherman is hereby honored and recognized for her leadership, invaluable time and contributions as President of the Santa Monica chamber of Commerce for 2002-2003.

Passed and adopted by the Santa Monica-Malibu Unified School District Board of Education this 12th day of June, 2003.

Maria Leon-Vazquez, President
Board of Education

John E. Deasy, Superintendent/
Secretary, Board of Education

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/12/03

FROM: JOHN DEASY

RE: CALIFORNIA INTERSCHOLASTIC FEDERATION - 2003-04
DESIGNATION OF REPRESENTATIVES TO LEAGUE

RECOMMENDATION NO. A.19

It is recommended that the Board of Education designate the individuals named below as the California Interscholastic Federation (CIF) 2003-04 Representatives to League.

Mike Griswold - Santa Monica High School
Jeff Gardella - Malibu High School

COMMENT: This annual filing is required to ensure that the league representatives are designated by school district governing boards. The representatives named above are the only individuals who will be voting on issues, at the league and section level, that impact athletics.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSTENTIONS:

TO: BOARD OF EDUCATION
FROM: SUPERINTENDENT/JOSEPH N. QUARLES/R. BAGLEY
RE: CERTIFICATED ADMINISTRATIVE APPOINTMENT/
PRINCIPAL-EDISON LANGUAGE ACADEMY

ACTION
06/12/03

RECOMMENDATION NO. A.20

It is recommended that the Board of Education approve the following certificated administrative appointment:

Principal, Edison Language Academy

COMMENT: This item will be discussed in Closed Session prior to naming the appointment.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSTENTIONS:

TO: BOARD OF EDUCATION

ACTION/MAJOR

06/12/03

FROM: SUPERINTENDENT/PEGGY HARRIS

RE: APPROVAL OF SPECIAL EDUCATION CONTRACTS

RECOMMENDATION NO. A.21

It is recommended that the Board of Education approve the following Special Education Contracts for fiscal year 2002-2003 as follows:

NPS/NPA

2002-2003 Budget 01-65000-0-57500-11800-5825-043-1400

Nonpublic School/Agency	Student DOB	Service Description	Contract Number	Cost Not to Exceed
Smart Start Preschool	10-06-99	NPS	#79	\$ 7,416
Beautiful Minds Center for Autism, Inc.	12-26-98	NPA - Behavior Therapy	#66	\$ 1,750
Beautiful Minds Center for Autism, Inc.	04-25-00	NPA - Behavior Therapy	#67	\$ 4,800
Beautiful Minds Center for Autism, Inc.	09-15-99	NPA - Behavior Therapy	#68	\$ 1,280
Augmentative Communication Therapies	11-23-92	NPA - Augmentative Evaluation	#69	\$ 500
Can Do Kids Contract Increase	03-29-98	NPA - OT/PT	#8 UC03081	\$ 5,000
Elliot Institute Contract Increase	05-21-91	NPA - Speech	#45 UC03153	\$ 2,150
Pediatric Developmental Associates Contract Increase	05-06-94	NPA - Behavior Therapy	#47 UC03155	\$ 7,000
Verdugo Hills Autism Project Contract Increase	11-18-92	NPA - Behavior Therapy	#34 UC03117	\$ 5,300

Linden Center Contract Increase	04-05-83	NPS	#16 UC030 36	\$ 900
Linden Center Contract Increase	06-19-87	NPS	#17 UC030 37	\$ 3,600

Amount Budgeted NPS/NPA 02/03 \$ 3,040,000
 Prior Board Authorization as of 05/15/03 \$ 3,009,737
 Balance 30,263

Prior Year Credits 01/02 \$ 7,068
 37,331

Positive Adjustment \$ 4,800
 (See attachment) 42,131

Total Amount for these Contracts \$ 39,696

Balance \$ 2,435

Adjustment					
NPS/NPA Budget 01-65000-0-57500-11800-5825-043-1400					
There has been a reduction in authorized expenditures of NPS/NPA contracts for FY 2002-03 in the amount of \$ 4,800 as of June 12, 2003.					
Nonpublic School/ Agency	Service Description	Contract Number	Reduce (R) Eliminate (E)	Adjusted Amount	Comment
Eras	NPA	#5 UC03025	E	\$ 4,800	Student no longer requires this service.

Non-Instructional Consultants
2002-2003 Budget 01-65000-0-50010-11800-5890-043-1400

Instructional Consultant	Student DOB	Service Description	Contract Number	Cost Not to Exceed
Administrative Services Cooperative	02-22-91	Non-Instructional - To provide transportation from home to school.	#21	\$ 2,843
Administrative Services Cooperative	02-28-92	Non-Instructional - To provide transportation from home to school.	#22	\$ 572
Parent Reimbursement	05-29-85	Non-Instructional - To reimburse parent for travel/therapeutic visits.	#23	\$ 2,320

Amount Budgeted Instructional Consultants	\$ 165,000
Prior Board Authorization as of 04/24/03	\$ 123,343
Balance	\$ 41,657
 Prior Year Credits of 01/02	 \$ 13,685
	55,342
 Total Amount for these Contracts	 \$ 5,735
 Balance	 \$ 49,607

Instructional Consultants
2002-2003 Budget 01-65000-0-50010-11800-5802-043-1400

Instructional Consultant	Student DOB	Service Description	Contract Number	Cost Not to Exceed
Baby & Baby, LLC./ Debra Tate	01-26-00	Instr. Consultant - Physical Therapy Evaluation	#24	\$ 320
Baby & Baby, LLC./ Debra Tate	03-23-97	Instr. Consultant - Physical Therapy Evaluation	#25	\$ 320
Baby & Baby, LLC./ Debra Tate	05-28-98	Instr. Consultant - Physical Therapy	#26	\$ 400
Baby & Baby, LLC./ Debra Tate	08-26-94	Instr. Consultant - Physical Therapy Evaluation	#27	\$ 320
Dr. Trang Nguyen	09-08-93	Instr. Consultant - Vision Therapy	#28	\$ 500

Amount Budgeted Instructional Consultants 02/03	\$ 175,945
Prior Board Authorization as of 05/15/03	\$ 142,233
Balance	33,712
 Prior Year Credits of 01/02	 \$ 160
	33,872
 Total Amount for these Contracts	 \$ 1,860

Balance \$ 32,012

NPS - Legal Fees

2002-2003 Budget 01-65000-0-50010-11800-5820-043-1400

Legal Contractor	Service Description	Contract Number	Cost Not to Exceed
Lozano and Smith, Attys	Legal Services	#1 UC03007	\$ 65,000
Contract Increase			

Amount Budgeted Legal Fees	\$ 142,723
Prior Board Authorization as of 04/03/03	\$ 75,000
Balance	67,723

Total Amount for these Contracts	\$ 65,000
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Balance \$ 2,723

COMMENT: According to the Education Code SEC.21 Section 56342, prior to recommending a new or continued placement in a non-public, non-sectarian school, the Individualized Education Program (IEP) Team must submit the proposed recommendation to the local governing board for its review and recommendation regarding the cost of such placement.

The recommendation for these severely handicapped students are made by the District IEP Teams in accordance with State and Federal laws. The mandates of IDEA require non-public school services be provided at no expense to parents if there is not an appropriate public school program available. Funding to come from a SELPA-wide non-public school/non-public agency reserve account.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES :
NOES :
ABSTENTIONS :

TO: BOARD OF EDUCATION

ACTION/MAJOR
06/12/03

FROM: SUPERINTENDENT / KEN BAILEY / CHRIS CORLISS

RE: RECOMMENDATION REGARDING BOARD POLICY section 1330 (a)
COMMUNITY RELATIONS-USE OF SCHOOL FACILITIES, Schedule
of Charges-Use of Facilities

RECOMMENDATION NO. A.22

It is recommended that the Board of Education approve and adopt the attached revised BOARD POLICY section 1330 (a) COMMUNITY RELATIONS USE OF SCHOOL FACILITIES - Schedule of Charges -Use of Facilities and corresponding Exhibit to Santa Monica-Malibu District Policy #1330, Community Relations, Use of School Facilities (Physical Education and Athletic Facilities).

COMMENTS: This item was reviewed as a DISCUSSION ITEM at the March 6, 2003 and May 1, 2003 Board of Education Meetings.

The current Schedule of Charges has not been updated since July 1993. The Revised Schedule of Charges (**See Attachment "A", COMMUNITY RELATIONS USE OF SCHOOL FACILITIES - Revised Schedule of Charges-Use of Facilities**) identifies and describes specific educational, performing arts, physical education and athletic facilities used primarily for school programming and secondarily by local community education, performing arts, recreation or sports organizations. Revision improves District management and operation of permitted and joint use school district facilities.

The Revised Schedule of Charges is based on review of:

1. Schedule of Charges-Use of Facilities fees charged by local school districts and cities for comparable high demand facilities. (Santa Monica College, City of Santa Monica, City of Malibu, Beverly Hills USD, Las Virgenes USD, Glendale USD, Santa Paula SD, Simi Valley USD, Moorpark USD, Thousand Oaks USD and Hacienda/La Puente USD.)
2. Increased District cost of operations based on 32% increase in Los Angeles County Consumer Price Index (CPI) from July 1993 - July 2002.

3. District Policy currently calls for a yearly increase in "lease" payments on District Facilities of a minimum of 5% per year or the percentage increase represented by the CPI, whichever is greater.

Implementation of the **Revised Schedule of Charges - Use of Facilities** requires the addition of an Exhibit to Santa Monica-Malibu District Policy #1330, Community Relations, Use of School Facilities (Physical Education and Athletic Facilities) adding a new Exhibit. (See Attachment "B", Revision of Board Policy #1330, Use of School Facilities, Exhibit under Policy #1330, Article: Community Relations, Title: Use of School Facilities (Physical Education and Athletic Facilities))

ATTACHMENTS:

"A" Revised Schedule of Charges - Use of Facilities
(Not available on electronic agenda; however, it is part of the printed agenda.)

"B" Revision of Board Policy #1330, Use of School Facilities, Exhibit under Policy #1330, Article: Community Relations, Title: Use of School Facilities (Physical Education and Athletic Facilities)

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSTENTIONS:

**Attachment "B":
Exhibit for Santa Monica-Malibu District Policy
NUMBER: 1330**

06/12/03

ARTICLE: Community Relations

TITLE: Use of School Facilities (Physical Education and Athletic Facilities)

SUBTOPIC: Public Activities Involving Staff, Students or School Facilities

DETAIL:

Regulations for Permitted Joint Use of Specialized District Physical Education and Athletic Facilities

- A. Specialized District Physical Education and Athletic facilities include, but are not limited to, all pools, playfields, tracks, playgrounds, gymnasiums, fitness centers, multi-purpose rooms, wrestling rooms, dance rooms, weight training rooms, outdoor athletic courts, tennis courts, shower rooms, lockerrooms, associated restrooms/dressing rooms and any other facilities designated as such.
- B. Use of any of these facilities outside the regular school day, except use by the District Physical Education classes and/or Athletic Program teams for practice and /or competition, requires a permit issued by the joint use partner and/or authorized by the District Facilities Permit Office.
- C. An approved/authorized internal permit for School / District Sponsored or an external permit for Community Use of Facilities Use Application for Permit and a Permit For Use authorized by the District Facilities Permit Office must be on file prior to scheduling any event on or in any of the Specialized District Physical Education and Athletic facilities.
 1. Internal Permit Applications and Permits are for designated use by school site administrators and District Facilities Management staff. The Application Permit form will identify the facility requested, describe the school-sponsored permit use, user(s), dates/hours/days of use, nature of the activities, need for special equipment or services and any fees, charges, in-kind services, equipment, supplies or materials related to payment of any applicable Permit Fees for use of the District Facilities.

2. External Permit Applications and Permits shall identify the facility, describe the organization / person / group applying for the permit, proposed permit use, dates/days/hours of use, the specific user(s), nature of the activities, need for special equipment or services and any fees, charges, in-kind services, equipment, supplies or materials related to payment of any applicable Permit Fees or Costs associated with application for and permitted use of District Facilities. External Permit Applications for facilities use must also include the following (when applicable):
 - a. Evidence of the entity's status as a 501(3)-(c) non-profit organization.
 - b. Evidence of adequate liability insurance meeting minimum District requirements and naming District as additionally insured.
 - c. Evidence that 75% of the membership in the organization live within the residence boundaries of Santa Monica - Malibu Unified Schools.
 - d. Payment of a \$25 External Permit Application processing fee made payable to: Santa Monica-Malibu Schools.
 - e. Payment of or arrangements for payment of all appropriate facility-use fees, in addition to any required labor costs and/or security deposit.
- D. The 2003 Schedule of Charges - Use of Facilities describes the Basic Cost, Direct Cost or Fair Market Value rent that shall be applied to use of these specialized Physical Education and Athletic facilities. The Superintendent and/or his/her designee shall make final determinations of allocation of available permit time and space, the priority and criteria of users. Allocation of available facilities community use permit time is based on balancing the community need for space with the capacity of the school site / district facilities for community use and the operational and financial capacity of the school site and district for maintaining these facilities in the best possible condition for their primary day to day educational purpose.

- E. In general, the priority of users and criteria for use shall be governed by these guidelines:

I. Basic Cost - User Priority and Criteria

1. Santa Monica-Malibu based (at least 55% Santa Monica and /or Malibu residents) non-profit youth sports groups that accept members irrespective of skill or qualifications (except age) and which implement policies that give all participants equal access to play.
2. Santa Monica-Malibu based (at least 55% Santa Monica and /or Malibu residents) non-profit youth sports camps that accept registration irrespective of skill or qualifications (except age) and which implement policies that give all participants equal access to apply for need-based scholarship opportunities representing a minimum of 10% of total registrants.

II. Direct Cost - User Priority and Criteria

1. Private and non-profit Santa Monica-Malibu based (at least 55% Santa Monica and /or Malibu residents) youth sports groups that are developmental and selective in registering participants and base playing time on skill level.
2. Non-profit private Santa Monica-Malibu based schools.
3. Private for-profit Santa Monica-Malibu based schools.
4. Santa Monica and /or Malibu based non-profit adult sports/athletic organizations, clubs and leagues with at least 55% of membership made up of Santa Monica and/or Malibu residents.

III. Fair Market Value - User Priority and Criteria

1. Non-Santa Monica and/or Malibu-based non-profit private school sports / athletic programs, leagues, events.
2. Non-Santa Monica and/or Malibu-based non-profit adult sports / athletic organizations, clubs, and leagues.
3. For profit youth sports, athletic organization events, games, clubs and leagues.

4. For profit adult sports, athletic organization events, games, clubs and leagues.
5. Any event, game, entertainment or meeting where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students.
(Education Code 38134)

F. Permit Revenue Sharing with Sites

The Superintendent and/or his/her designee shall determine what percentage of the fees collected for use of facilities shall be shared directly with the sites and shall establish procedures whereby these funds are allocated to maintain the physical integrity of the school sites, supervise and manage permit use at the site, and provide for ongoing or as yet undetermined maintenance, operation and/or renovation of the site's physical education and/or athletic facilities.

TO: BOARD OF EDUCATION ACTION/MAJOR
06/12/03
FROM: SUPERINTENDENT / KEN BAILEY / CHRIS CORLISS
RE: RECOMMENDATION REGARDING MASTER FACILITIES JOINT USE
AGREEMENT WITH THE CITY OF MALIBU

RECOMMENDATION NO. A.23

It is recommended that the Board of Education authorize the Superintendent to approve the Master Joint Use Agreement with the City of Malibu (Agreement attached).

COMMENTS: The District currently has two (2) joint use agreements operating with the City of Malibu (City) and one (1) with the City and Point Dume Community Services District (PDCSD) providing for City and community education, recreation and athletic programming use of District facilities at Malibu High School, Webster and Point Dume Marine Science Elementary School sites.

The proposed Agreement enhances District facilities management and provides an opportunity for expanded City and community access to certain joint use facilities at all four (4) District school sites.

The Agreement updates and sets out a schedule of use and calculates an annual contribution to be made by the City to the District to cover Basic Costs of use of specific facilities.

The Agreement provides a process and procedure for possible future joint development of facilities on District or City land.

The Agreement has been reviewed and approved by District and City staff as to form and content.

MOTION MADE BY:
SECONDED BY:

STUDENT ADVISORY VOTE:
AYES:
NOES:
ABSTENTIONS:

**MASTER AGREEMENT
BETWEEN
SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT
AND THE CITY OF MALIBU
REGARDING JOINT USE OF SCHOOL DISTRICT FACILITIES**

This Agreement is made and entered into as of this _____ day of _____, 2003, by and between the City of Malibu, a municipal corporation hereinafter referred to as the "City" and Santa Monica-Malibu Unified School District, a unified school district, hereafter known as the "District," each duly organized and existing under the constitution and laws of the State of California (collectively, the "Parties"); and

W I T N E S S E T H

WHEREAS, City and District desire to promote the health and welfare of the students and staff of the District and residents of the City, enhance recreational opportunities available to the students and staff of the District and to all residents of City and to cultivate and develop community education, health, fitness and good citizenship by providing for a program of City and District education, recreation, and athletics and to conduct such programs of community education, recreation and athletics as will contribute to the attainment of general educational and recreational objectives for students and people of said District and City; and

WHEREAS, the District and City have previously maintained a cooperative working arrangement, which has shown that the joint use of the grounds and facilities can afford the community increased educational, recreational, and athletic opportunities at cost that would otherwise be required of our comparable programs, and;

WHEREAS, the development of an educational, recreational and athletic programs to meet the needs of the District and City and community requires optimum use of all publicly owned facilities which are adaptable to use for educational, recreational, physical education and athletic purposes, and;

WHEREAS, this agreement is entered into under authority granted under the Government Code (Section 6500 et seq.) and by one or more of Education Code Sections 17051 (re joint use of parks and recreation), 17060 (re joint ventures) and 10900 et seq. (re joint use of property and facilities) of the State of California, which authorize and empower school districts and municipalities to enter into agreements with each other for the purpose of organizing, promoting and conducting joint use programs for the provision of school facilities and community recreational and educational opportunities for the citizens and residents of City and District; and

WHEREAS, City and District desire to enter into this Agreement pursuant to said statutory authorization, which Agreement may eventually cover multiple facilities and projects; and

WHEREAS, the Parties desire to establish general guidelines for joint use of existing facilities and development of future joint use projects, as well as site, facility and project specific requirements.

NOW, THEREFORE, City and District hereby mutually covenant and agree with each other as follows:

1.0 GENERAL PROVISIONS OF JOINT USE OF FACILITIES

That the District shall make available to the City the use of certain outdoor facilities, buildings or portions thereof as specifically requested and for the time requested, subject to the following conditions:

- 1.1 That the “Basic Costs” of District’s operation of said facilities, buildings or portions thereof, as indicated on the revised District Facilities Fee Schedule (Exhibit C), shall be the basis upon which an annual contribution shall be made by the City to the District for use of said facilities, buildings or portions thereof. Any extraordinary cost of operation shall be subject to negotiation by the two agencies pursuant to the provisions of subsection 1.12 hereof.
- 1.2 The party having responsibility for supervision of a class, athletic program or recreational activity may charge a permit fee no greater than the “Basic Cost” as listed on the District fee schedule or an amount equal to 100% of the recovery of City’s direct costs of supervision, instruction, or materials used (so called “program costs”) whichever is greater. Such fees may be retained by the supervising authority as part of its budget for providing leadership and supervision of the education, recreation or athletic program. Such fee schedule must be reviewed by the appropriate District and City governing agency, board or commission, whichever is applicable. No fee shall be charged in violation of Ed Code Sections 16653 or 16661.
- 1.3 With prior approval of District, which will not be unreasonably withheld, City may enter into a lease, sub-lease, sub-let or rental agreement of any District facility covered under the terms of this agreement, to any public or private entity for the purposes of operating any event, program or contest where there is a fee charged for admission or where the purpose of the event, program or contest is to raise revenues for City or event operator. Said revenues shall be split 50% to the District and 50% to the City, after all reasonable direct costs incurred by the City are paid.
- 1.4 The City shall provide, pay for and supervise the City sponsored or permitted

educational, recreational or athletic programs at District facilities where applicable. District and City will agree to a Facilities Use Schedule prior to the issuance of any permit to use certain facilities. Once the District has allocated certain dates and hours to City use of facilities City shall be responsible for programming or permitting of those facilities.

- 1.4.1 Any City or community person or group desiring use of District facilities on those dates and during those times allocated to the City under this Agreement, must make application, subject to the policies and regulations set forth by the District and City, through the central Permit Office of the City. This Office will coordinate such use through the City Park and Recreation Department, the District Facilities Management Permit Office and the school site administrator.
- 1.4.2 City shall provide District permit office and school site administrators in advance with quarterly or seasonal calendars identifying all permits issued to use District facilities. District facilities must not be used until such time as notification of the granting of a permit is received and the District Facilities Management, Permit Office and school site administrator has been notified of said permit schedule.
- 1.4.3 The District will charge no additional fees; beyond those paid by the City, to groups permitted under this Agreement.
- 1.5 To the extent facilities that are not now under a working agreement are requested, the types and number of, and extraordinary cost(s) to be assessed for use of District facilities which are to be used for educational, recreational or athletic purposes and schedule of said facilities shall be established by a committee comprised of the District Superintendent or designee, City Manager or designee, and Site Principal or designee subject to the approval of the Board of Education and the City Council.
- 1.6 No use of the buildings, grounds, or equipment of the District for community educational, recreational or athletic purposes pursuant to this agreement shall interfere with the use of the buildings, grounds and equipment for its primary day to day educational mission, extra-curricular programs primarily supported or sponsored by the District or special or emergency maintenance or custodial services, District sponsored activities, programs and events shall always have first priority. Therefore, if a need arises after the establishment of any schedule, the City shall relinquish its permit to use District facilities for such educational need. The District shall make every effort to provide two weeks written notice to the City should such cancellation become necessary.
- 1.7 The advance schedule may be altered at the request of the either of the parties with concurrence of the other party.

- 1.8 The Administrative authority for any City recreational or educational programming shall be vested in the City Manager and /or his/her assignee(s).
- 1.9 The District shall be consulted and advised concerning any educational, recreational or athletic activities planned for District facilities and that those activities are reasonably deemed appropriate by the District for the facilities or grounds requested.
- 1.10 The City educational, recreational or athletic program shall provide the materials, supplies and equipment necessary to conduct its educational, recreational or athletic programs. Use of that equipment shall not be denied to District if approved by the City for use for educational, athletic and recreational programs made available by the District.
- 1.11 The District's educational, recreational or athletic program shall provide the materials, supplies and equipment necessary to conduct its educational, recreational or athletic programs. Use of that equipment shall not be denied to the City if approved by the District for use used for educational, athletic and recreational programs made available by the City to the community.
- 1.12 The District shall maintain all facilities which are a part of this agreement in a safe and clean condition, normal wear and tear excepted, and furnish them to the City in such condition at the time it is permitted to use them. City shall return the building, facilities and grounds used in as good condition as they were received, normal wear and tear excepted, and shall repair and/or replace or pay for repair and/or replacement of buildings, facilities, equipment which are proven to be damaged by the City sponsored users within 10 working days of filing and receipt of a site damage report by the City Park and Recreation Supervisor.
- 1.13 The City shall provide certain funding for certain custodial, security, permit monitoring and /or maintenance/grounds services upon request of the District if any special educational, recreational or athletic event(s) should cause need for additional custodial, security, permit monitoring and /or maintenance/grounds services.
- 1.14 The City and District shall meet periodically, not less than annually, and exert efforts to effect the acquisition and development of additional facilities for joint use by the District and City for educational, recreational and athletic purposes.
- 1.15 The City agrees to make an annual total contribution to offset the District's costs for management, supervision, operation, and maintenance and renovation associated with specific community educational, recreational, sports programs operating in District facilities, or on District property (Exhibit A). This contribution can be a combination of dollars, in-kind services and/or equipment provided by the City and which are acceptable to the District. Any acceptable in -kind services and/or equipment contribution provided by the City to the District shall be credited toward the total contribution made by the City, based on Section 1.1. This annual total contribution shall be at a minimum, equal to

the annual Basic Cost of District operation of those facilities for use by the City. In addition there shall be an annual credits, until September 16, 2013, of \$22,500, the amount equal to a 20 year amortization of the original \$450,000 contribution made by the City in the development and construction of the Malibu High School pool on September 17, 1993. This was part of a joint use agreement implemented on that date. And a \$4500 annual credit toward the maintenance and renovation of the softball and practice fields based on the \$90,000 contribution made for these purposes and part of the September 17, 1993 joint use agreement shall be reflected as an annual credit until September 16, 2013.

- 1.16 This agreement shall become effective on July 1, 2003. This agreement shall be in full force and effect for three (3) years. This agreement shall expire on June 30, 2006 unless duly terminated in accordance with section 9.3 of this agreement

2.0 GENERAL OPERATING PRINCIPLES

- 2.1 Facilities to be jointly used under this Agreement shall be identified and defined in Exhibit A, attached and made part of this Agreement. Whenever a facility is proposed for joint use within a larger site or project, the joint-use and non-joint use facilities (if any) shall be clearly separated, identified and defined.
- 2.2 The term “facilities” may include school and recreation buildings (including restrooms, storage facilities and offices), multipurpose rooms, shade facilities (including both natural trees and artificial structures), drainage systems, auditoriums, gymnasiums, art rooms, kitchens, meeting rooms, computer rooms, athletic areas, playgrounds, parks, exercise paths, playfields, school grounds, parking and utility facilities incidental to the foregoing, and other recreational areas presently operated or that may hereafter be operated by either Party, and any ancillary facilities, at the sites identified in Part One of each Exhibit hereto (as amended from time to time).
- 2.3 The Parties shall coordinate the acquisition, development and maintenance of joint use facilities to maximize and prioritize joint use for the benefits of the residents of City and District, with due regard for the fiscal limitations of each Party.
- 2.4 This Agreement shall be a Master Agreement that covers general requirements needed to effectively implement an overall cooperative program between City and District. In addition, the Parties may desire to expand such cooperative program to include one or more sites, facilities and/or projects under a separate agreement with the Point Dume Community Services District, a California Special District (PDCSD) or to provide for use of the joint use facilities by PDCSD. Upon inclusion of PDCSD into the program described in this Agreement, or as new sites, facilities and projects are identified, specific agreements, consistent with the spirit and intent of this agreement, may be executed by PDCSD and City and District and attached as exhibits hereto.
- 2.5 The Parties to this Agreement agree to adopt and/or execute additional or supplemental

agreements and/or policies governing the use of each joint use facility, and attach each such agreement or policy (each, an “Use, Operation, Maintenance, Repair and Renovation of Joint Use Facilities Policy”, or as referred to in this Agreement, a “Policy”) as part of Exhibit A, attached to this Agreement. Each such Policy shall cover the matters set forth in Article 5 hereof, shall become a part of this Agreement and shall be consistent with the general requirements specified herein.

- 2.6 The administrators and delegated representatives of both City and District shall confer regularly respecting the acquisition, development, use and/or maintenance of joint-use facilities to maximize community use and cost efficiency.
- 2.7 Proposals for specific facilities to be covered by this Agreement shall be presented for prior public discussion and review. The appropriate forums shall include a jointly convened meeting of appropriate District advisory committee, department, and school site management – site governance council and/or program representatives and a designated City agency or department.
- 2.8 A joint meeting of the Parties shall be held as necessary (but no less than annually) during the term of this agreement to consider matters of mutual concern and to develop or amend a “Joint Use Schedule” identifying the type of uses and times available for a particular facility. Each such schedule shall become a part of this (as Exhibit A hereto) and shall be subject to the general requirements specified herein. The Joint Use Schedule shall identify the responsible party for maintenance and supervision, whether by incorporation of the applicable Policy or otherwise.
- 2.9 Per District Policy, the Board of Education shall annually review, update and establish a “Public Fee Schedule” that sets out the Basic, Direct and Commercial costs, if any, of operating facilities covered under this Agreement and which will serve as the basis for calculating facility rental charges for each Party and the general public. For the purpose of this agreement and any contribution calculated based upon the District Schedule of Fees, the Public Fee Schedule annual increases will not exceed the percent change in the local Consumer Price Index (CPI) through the term of this Agreement. Such direct costs include wear and tear attributable to additional use, custodial and clean-up costs, supervision and extraordinary costs of any kind, including all costs associated with the respective Party’s use of the other Party’s facility that are above those costs normal to the operation and maintenance of a specific building or facility in the absence of the specific use. Each such schedule shall become a part of this Agreement (as Part Four of each Exhibit hereto) and shall be consistent with the general requirements specified herein. If a Public Fee Schedule is not established, any facility rent charged to a Party shall not exceed the direct cost as defined herein.

3.0 GOVERNANCE

3.1 The City and the District shall routinely advise and consult the other regarding significant changes in land use planning and facility development plans to assess impacts and opportunities for joint use. Each Party, however, shall maintain the primary planning and decision-making role on each facility or property that it owns.

3.2 Facilities on sites identified in Exhibit A hereto shall be designed to enhance the surrounding environment, with a strong awareness for efficiency of operation, maintenance and aesthetics.

4.0 PROCESS FOR PLANNING AND DEVELOPMENT OF NEW FACILITIES

4.1 City and District staff shall develop plans for the joint use and development of facilities, including appropriate Policies. Each joint use plan and Policy shall be submitted for public review pursuant to the process established in Section 1.14. Following this public review process, City and District staff designated by the City Manager and Superintendent of Schools shall finalize the joint use plan, the Policy and all other implementation documents.

4.2 Projects recommended for joint use or development which require funding shall be presented to the City Council and Board of Education for approval with sufficient time to be included in the budget development process for the ensuing fiscal year; provided that the non-funding aspects of the creation and implementation of a joint use facility and Policy shall not require further Board or Council action if the process in Sections 3.1, 3.3 and 3.4 has been followed.

4.3 Any joint use or development on District property constituting a “project” (as defined by applicable state law) shall be subject to compliance with the requirements, if any, of the California Environmental Quality Act (“CEQA”). The District shall act as lead agency, provided that the Parties shall equitably share the actual costs of CEQA consultants, documents and proceedings.

4.4 Any joint use or development on City property constituting a “project” (as defined by applicable state law) shall be subject to compliance with the requirements, if any, of the California Environmental Quality Act (“CEQA”). The City shall act as lead agency, provided that the Parties shall equitably share the actual costs of CEQA consultants, documents and proceedings.

4.5 Any joint use or development constituting a “project” as defined by applicable state law, subject to federal environmental policy laws shall comply with the requirements of all-applicable local, State and Federal laws.

4.6 Any joint use or development constituting a “project” as defined by applicable state law, subject to federal environmental laws shall comply with the requirements of Division of the State Architect.

5.0 JOINT USE: SCHEDULING AND OPERATION

- 5.1 A Joint Use Schedule shall be prepared and publicly disseminated for each facility to be covered by this Agreement. As soon as possible, the Parties shall implement a computerized uniform data-sharing system accessible by the appropriate staff of each Party to schedule activities and the use of the shared-use facilities. Specific attention shall be paid to identifying supervision, security and maintenance responsibilities for each and every facility use. Parties shall jointly set appropriate hours of operation for each such facility while maintaining a sense of flexibility and cooperation for each organization's changing or special program needs. It is necessary to prepare facilities to accommodate use by the City. Appropriate fees will be agreed upon prior to approval of use and shall reflect the "Basic Cost" of the accommodation and operation of the facility for the educational, recreational and athletic programming and permit use of the community and City.
- 5.2 Parties shall continuously review and examine their current practices and provision of services and shall work both independently and together to make all necessary changes in such practices in order to reduce costs, avoid duplication, achieve economy of scale, increase efficiency, and enhance provision of services.
- 5.3 Subject to specific agreement otherwise in a Joint Use Schedule, District shall have the right to the exclusive use of the shared-use facilities during all "school days" during "school hours" and "school use" as hereinafter defined. Use of the shared-use facilities by the City at times during the District's exclusive use period shall be permitted only by mutual agreement of the Parties or pursuant to the applicable Joint Use Schedule.
- 5.4 "School days" are defined collectively as (i) those days on which school is held in regular session as established in the school calendar from time to time and adopted by the Board of Education for each school year, and (ii) those other days on which District-sponsored programs are scheduled. The "school hours" and "school use" of such school days shall be collectively (i) those regular school hours as established by the administration of each school in accordance with rules and regulations of the Board of Education, and (ii) those additional hours during which District-sponsored activities are scheduled to occur.
- 5.5 All joint use facilities and equipment shall be used for their intended purposes. The Joint Use Schedule shall be subject to periodic review and modification by the Parties, in order to ensure that all normal facility and equipment uses are accommodated if reasonably possible and to avoid potential conflicts between facility uses and users. With respect to District-owned facilities, each Joint Use Schedule shall assign a priority of use for covered facilities and equipment during non-exclusive use hours in the following order:
- 5.5.1 Activities and programs of the District that are directly related to the District's school programs;

- 5.5.2 Events or activities that are designed to serve organizations directly sponsored by or associated with the District, such as Parent Teacher Associations, Education Foundation, etc;
 - 5.5.3 Events or activities connected with the City's or District's general programs in the order of priority reasonably established between the Parties;
 - 5.5.4 All other organizations and individuals.
- 5.6 Each Party shall be responsible for the proper conduct, supervision and security of any activity or use conducted or sponsored by or through such Party at any joint use facility.
- 6.0 OPERATION, MAINTENANCE, REPAIR, AND RENOVATION OF JOINT USE FACILITIES**
- 6.1 The Parties shall work together to insure that all joint use facilities are adequately maintained to allow proper and safe use, appearance and longevity. Each joint use facility shall be covered by a Policy and the terms thereof shall be enforced in a fair and non-discriminatory manner.
- 6.2 The cost of operation, maintenance and repair of joint use facilities shall be identified in the Policy or Public Fee Schedule, as appropriate. Factors for allocation of such costs between District and City shall include proportionate use, type and intensity of use, value of joint use benefit received, and other pertinent factors. Payment from the City to the District for operations, maintenance, repairs and renovation are part and parcel to the fees paid in accordance with the fee schedule attached as Exhibits A and C respectively.
- 6.3 Each Policy (Exhibit A) shall include rules and regulations governing operational issues (such as determination of costs, hours, scheduling, staffing, maintenance and repair), utilities, security supervision, materials, equipment, and supplies. Each Policy shall be designed and implemented with due regard for benefits to the community, operational efficiencies, and cost effectiveness.
- 6.4 General Security issues regarding facilities shall be addressed in regular meetings with District staff. City staff will be provided with phones during City use or when City permits facilities for use, so that its staff can communicate immediately with City and/or District supervisory staff or, if necessary, the Los Angeles County Sheriff's Department. City staff will immediately report and/or document an event, incident or activity on District property that violates the District Community Facilities Use Rules (see Exhibit B), this agreement or is prohibited by local Board rules or State Education Code. City and District shall share the costs of manufacture and installation of a new signage displaying the District Community Facilities Use Rules at the entrance to each school site covered under this agreement.

7.0 JOINT DEVELOPMENT RESPONSIBILITIES

- 7.1 This Article 7 shall apply to facilities, if any, that are developed jointly City and District. Notwithstanding Article 3, the joint development of a new facility involving significant construction shall include, without limitation, (i) contracts with design professionals for the design of new or the expansion of an existing joint use facilities, (ii) requests for proposal or bidding documents, procedures and specifications made pursuant to applicable requirements of the Government, Education and/or Public Contracts Codes for new or existing joint use facilities, (iii) contracts awarded pursuant to applicable law for the construction, improvement, and/or renovation of a new or existing joint use facility, (iv) funding (or applications for such funding) with respect to a new or the expansion of an existing facility, or such actions as are necessary to implement separate funding by the parties of a portion of a project which may include several facilities (one or more of which is a joint use facility) under this Agreement, and (vi) such other joint facility development activities as are deemed necessary by the Parties to implement this Agreement.
- 7.2 The development of each facility to be covered by this Article 7 shall be governed by the terms of this Agreement and a “Facility Contribution Agreement” specific to such facility (or if several facilities are to be developed as one project, then pursuant to the terms of a “Project Contribution Agreement”) between City and District. Each such Facility or Project Contribution Agreement shall be attached as Part Five of any applicable Exhibit hereto.
- 7.3 This Article 7 shall not apply to and a Facility or Project Contribution Agreement shall not be necessary for a facility, unless substantial new construction or capital improvement is to be made to a joint use facility or one or more new joint use facilities are planned.
- 7.4 Responsibility for preparing design, specifications, and bid forms, for supervision of work, compliance with law, and operational considerations shall be defined and approved by the Parties during project development. The specific terms of a Facility or Project

Contribution Agreement shall be subject to further review and action by the City Council and District Board, and when approved shall govern over any conflicting terms in this Agreement.

8.0 ACQUISITION, EXCHANGE OF PROPERTY AND LEASE AGREEMENTS PERMITTED

- 8.1 City and District agree that District improvements may be built and owned by the District on City owned property under a lease with City, and City may build and own improvements on District owned property under a lease with the District. In addition, City and District

may exchange reasonably equivalent real property with each other and jointly own real property as necessary to further the goals of this Agreement. To facilitate the development of joint use facilities and projects, the acquisition of property by City and/or District shall also be permitted hereunder.

9.0 MISCELLANEOUS PROVISIONS

9.1 Indemnification and Hold Harmless

9.1.1 District Hold Harmless: District shall indemnify, defend and hold harmless, to the maximum extent permitted by law, City and its officers, council members, agents, employees and representatives (“related parties”), from and against any and all liability, suits, actions, proceedings, judgments, claims, losses, costs (including attorneys fees), liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless of whether the allegations are false, fraudulent or groundless), relating to District’s use of a facility, with the exception of those injuries, losses damages occasioned by the sole negligence of City or its related parties.

9.1.2 City Hold Harmless: The City shall indemnify, defend and hold harmless, to the maximum extent permitted by law, District and its officers, Board members, agents, employees and representatives (“related parties”), from and against any and all liability, suits, actions, proceedings, judgments, claims, losses, costs (including attorneys fees), liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless of whether the allegations are false, fraudulent or groundless), relating to City’s use of a facility, with the exception of those injuries, losses or damages occasioned by the sole negligence of District or its related parties.

9.2 Insurance

9.2.1 District and City are currently self-insured for property and liability insurance. Notwithstanding the foregoing, the Parties may elect to insure one or more facilities separately, or to require non-party users to obtain appropriate insurance for the use of a facility. Such special insurance requirements shall be specified where appropriate or applicable in a Policy or Public Fee Schedule. Insurance for facility or project development under Article 6 shall be specified in the Facility or Project Contribution Agreement.

9.3 Termination

- 9.3.1 Term of this agreement is (3) three years.
- 9.3.2 Except as otherwise provided herein, or as required by law, either Party may terminate this Agreement in whole or in part (with respect to a specific joint use facility) upon six (6) months written notification. Termination of all or a portion of this Agreement shall effectively terminate each applicable implementing agreement attached in each Exhibit, subject to any specific requirements of cost allocations, reimbursements and/or supplemental termination procedures set forth therein. Notwithstanding the foregoing, a Facility or Project Contribution Agreement identified in Part Five of any applicable Exhibit may only be terminated pursuant to its terms.
- 9.3.3 If this agreement is terminated, without an alternative or subsequent agreement made which is acceptable to the City, a prorated amount equal to 1/20 of the \$450,000 construction contribution made by the City as part of an original joint use agreement in 1993, will be refunded to the City for each remaining year from the date of the termination, up to September 1, 2013.
- 9.4 Attorneys Fees and Costs
- 9.4.1 The City may question or request relief from any obligation, action, decision or interpretation of this agreement by appealing to the Board of Education.
- 9.5 Entire Agreement
- 9.5.1 This Agreement represents the entire and integrated Agreement between District and City. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written including all prior joint use agreements between the City and District pertaining to the District swimming pool, tennis courts and ball fields located at Malibu High School. Any modifications to the terms and conditions of this Agreement shall be effective only when agreed to in writing by both the District and City. Notwithstanding the foregoing, no existing specific facility sharing arrangements shall be superceded by this Agreement until an appropriate Policy, Joint Use Schedule and Public Fee Schedule are incorporated in this Agreement.
- 9.6 Relationship of the Parties
- 9.6.1 The Parties hereby agree that their relationship shall be that of joint users of the property identified for such use, and in no event shall this Agreement be construed as creating a legal partnership, employment or agency/principal relationship.

9.7 Notices

9.7.1 Notices hereunder shall be sufficient if delivered to:

9.7.1.1 City of Malibu
City Manager
23815 Stuart Ranch Road
Malibu, CA 90265

9.7.1.2 Santa Monica-Malibu Unified School District
Superintendent of Schools
1651 Sixteenth Street
Santa Monica, CA 90404-3891

9.8 Section Heading

9.8.1 All section headings in this Agreement are for convenience of reference only and are not construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

9.9 Consent

9.9.1 Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld or delayed. Where circumstances or applicable law requires, consent may be subject to School Board and City Council approval.

9.10 Law Governing

9.10.1 This Agreement is made under the Constitution and laws of the State of California and is to be so construed.

9.11 Agreements

9.11.1 This Agreement may be amended at any time, or from time to time, by one or more supplemental written agreements executed by all of the Parties to this Agreement either as required in order to carry out any of the provisions of this Agreement or for any other purpose, including without limitation addition of new parties (including any legal entities or taxing areas heretofore or hereafter created) in pursuance of the purposes of this Agreement.

9.12 Arbitration; Enforcement of Agreement

In the event of disputes related to this agreement, resolution will be made by mutual agreement of the Superintendent and the City Manager. Any dispute not so resolved shall

be referred to the Board of Education for determination.

9.13 Severability

9.13.1 Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

9.14 Successors and Assignment of Interests

9.14.1 This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Parties. Neither Party may assign any right or obligation hereunder without the written consent of the other Party, which may be denied in such Party's non-arbitrary but otherwise sole discretion.

9.14.2 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than City and District. All duties and responsibilities under this Agreement shall be the sole and exclusive benefit and burden of City and District, and not for the benefit of any other party unless agreed to by both Parties in a Policy or other applicable written agreement entered into under the authority of this Agreement.

9.15 Execution in Counterparts

9.15.1 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

9.16 Employees and Public Benefit

9.16.1 This Agreement is intended to promote a public benefit. Persons employed at a facility shall be public employees of either City or District as the case may be. This Agreement shall not be construed as a private contract for a public service. Notwithstanding the foregoing, this Agreement shall not limit either Party's legal right to contract for services, goods or construction of facilities pursuant to applicable law and regulation.

10.0 JOINT POWER AGREEMENT AND AUTHORITY

10.1 This Agreement, in whole or in part (with respect to one or more specific joint use facilities), may be converted by the Parties into a Joint Powers Agreement for the creation of a Joint Powers Authority pursuant to Government Code Sections 6500 et seq. Any such creation of a Joint Powers Authority, however, shall be made by amendment to this

Agreement approved by each Parties' governing body and specifying implementation procedures and operations as required by Government Code Section 6500 et seq.

10.2 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers there unto duly authorized, on the day and year first set forth above.

11.0 CITY OF MALIBU

11.1 Approved as to form by legal counsel:
11.2 By:

12.0 SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

12.1 Approved as to form by legal counsel:
12.2 By:

13.0 CITY OF MALIBU

13.1 Executed this day: _____
13.2 By: _____
City Manager

14.0 SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

14.1 Executed this day: _____
14.2 By: _____
Superintendent

TO: BOARD OF EDUCATION

ACTION/MAJOR

06/12/03

FROM: JOHN E. DEASY / KENNETH R. BAILEY

RE: REAPPOINTMENT OF TERMS TO THE FINANCIAL OVERSIGHT
COMMITTEE FOR CRAIG HAMILTON, CHRIS HARDING, BABETTE
HEIMBUCH AND MICHAEL RICH

RECOMMENDATION NO. A.24

It is recommended that the Board of Education approve the reappointment of Craig Hamilton, Chris Harding, Babette Heimbuch and Michael Rich to the Financial Oversight Committee.

COMMENTS: Mr. Hamilton, Mr. Harding, Ms. Heimbuch and Mr. Rich have served diligently on the Financial Oversight Committee and their 3-year terms will end as of June 30, 2003. Staff suggests that these community members be reappointed to the Financial Oversight Committee for additional 3-year terms.

At the Board Meeting of May 15, 2003, the Board approved the appointment of Mr. Paul Silvern to replace Ms. Gloria Reisner, who resigned from the Committee in February, 2003.

The three remaining members' terms will end on June 30, 2004.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSTENTIONS:

TO: BOARD OF EDUCATION

ACTION/MAJOR

06/12/03

FROM: SUPERINTENDENT/KENNETH R. BAILEY

RE: SET DATE FOR PUBLIC HEARING AND ADOPTION OF RESOLUTION
SPECIAL TAX, 2003-04 (PROPOSITION Y - SPECIAL TAX)

RECOMMENDATION NO. A.25

It is recommended that the Board of Education set a public hearing on the matter of applying a CPI-U increase on the Proposition Y - Special Tax for Thursday, June 26, 2003 at 8:00 p.m. in the Board Room of the Administrative Offices, 1651 Sixteenth Street, Santa Monica, CA.

It is further recommended that the notice of the time, date and place of the hearing be posted twice in Copley Newspaper - The Daily Breeze and Malibu Surfside News with said advertisement commencing at least 15 days prior to the date of the hearing.

It is further recommended that on that date, the Board of Education adopt a resolution to levy the tax at the rate of \$104.13 per parcel, which includes a 2.96% CPI-U increase.

COMMENT: The original resolution proposing a Special Tax requires that prior to the levying of the special tax in any given year, the Board will conduct a public hearing on the matter. Notice of the time, date and place of the hearing has been published pursuant to Government Code Section §6061 and posted at least twice in a newspaper of general circulation in the District in the The Daily Breeze and the Malibu Surfside News; posting shall commence at least 15 days prior to the hearing. Following said hearing, each year the Board shall adopt a resolution establishing the amount of tax to be raised and the rate per parcel, not to exceed \$98.00 per parcel plus subsequent CPI-U adjustments.

The current tax rate is \$101.14. Proposition Y permits an annual increase based upon the annual change (from April to April) to the Consumer Price Index-All Urban Consumers (CPI-U) for Los Angeles-Riverside-Orange County.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSTENTIONS:

TO: BOARD OF EDUCATION
FROM: JOHN E. DEASY/KENNETH R. BAILEY
RE: BORROWING FROM OTHER FUNDS

ACTION/MAJOR
06/12/03

RECOMMENDATION NO. A.26

It is recommended that the Board of Education approve the temporary borrowing of funds from one District Fund to any other District Fund, not to exceed \$5,000,000 to meet temporary cash flow needs. This approval will cover the 2003-04 School Year.

COMMENT: Education Code §42603 states that the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Similar actions have been approved by the Board in prior years to meet cost flow needs.

MOTION MADE BY:
SECONDED BY:

STUDENT ADVISORY VOTE:
AYES:
NOES:
ABSTENTIONS:

TO: BOARD OF EDUCATION ACTION/MAJOR
06/12/03

FROM: SUPERINTENDENT/KENNETH R. BAILEY/VIRGINIA I. HYATT

RE: AWARD OF TRASH REMOVAL CONTRACT TO CONSOLIDATED DISPOSAL SERVICES

RECOMMENDATION NO. A.27

It is recommended that the Board of Education approve Consolidated Disposal Services as the awarding contractor for Districtwide Trash Removal, Bid #3.03.

Funding Information

Budgeted: Yes
 Source: 01,12
 Account number: 01-00000-0-00000-82000-5570-XXX-2601
 12-60600-0-85000-82000-5570-070-2601
 Description: General and Child Development Funds - Waste Disposal

COMMENT: Bids for trash removal services were sent to six (6) contractors, including the City of Santa Monica. Three bids were received. Of the three bids, two bidders bid the entire District, while the other contractor bid Santa Monica only. There were no bidders solely for the Malibu area. The District's current contract for trash removal with Consolidated Disposal Service expires on June 30, 2003. The new contract will maintain current prices with no increases. Bids were as follows:

	<u>Districtwide</u>	<u>Santa Monica Only</u>
Consolidated Disposal Svc.	\$115,940	
Sun Valley Hauling	\$219,260	
Solid Waste Management		\$ 74,780.16

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSTENTIONS:

TO: BOARD OF EDUCATION ACTION/MAJOR
06/12/03
FROM: JOHN DEASY/JOSEPH N. QUARLES/RICK BAGLEY (previously
04/03/03
and 04/24/03)
RE: RESOLUTION REGARDING LAYOFF OF CLASSIFIED PERSONNEL

RECOMMENDATION NO. A.28

It is recommended that the Board of Education amend resolution 02-28, previously adopted on 04/03/03 and amended 04/24/03, to lay off classified personnel.

COMMENT: The Superintendent is recommending to the Board of Education that it discuss and take action on this proposed resolution to reduce the classified services listed.

Board action to adopt the resolution directs the Superintendent or his designee to take all actions necessary and proper to accomplish the purpose of the resolution.

The amended version of the resolution makes the following changes:

- Lead Grounds Person is being added
- Ground Personnel increases from 1.0 FTE to 2.0 FTE

MOTION MADE BY:
SECONDED BY:

STUDENT ADVISORY VOTE:
AYES:
NOES:
ABSTENTIONS:

**BEFORE THE GOVERNING BOARD OF THE
SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA**

RESOLUTION NO.02-28

RESOLUTION REGARDING LAYOFF OF CLASSIFIED PERSONNEL

WHEREAS, prior notice has been given to the appropriate bargaining unit pursuant to applicable sections of the Collective Bargaining Agreement; and

WHEREAS, it is the opinion of this Board that it has become necessary to abolish or reduce the following services for lack of work and/or lack of funds:

1.	Senior Administrative Assistants	3.0 FTE
2.	Administrative Assistants	5.0 FTE
3.	Senior Office Specialists	12.0 FTE
4.	Instructional Aides, Classroom	2.0 FTE
5.	Staff on Special Assignment	1.0 FTE
6.	Community Liaisons	2.0 FTE
7.	Career Center Specialist	1.0 FTE
8.	Computer A/V Technicians	3.0 FTE
9.	Textbook Coordinator	1.0 FTE
10.	Cafeteria Worker	4.0 FTE
11.	Elementary Library Coordinators	9.0 FTE
12.	Middle School Library Assistants	1.5 FTE
13.	High School Library Assistants	2.0 FTE
14.	Instructional Assistants-P.E.	4.0 FTE
15.	Physical Activities Specialist	8.0 FTE

16.	Instructional Assistant-Music	3.0 FTE
17.	Accompanist-Music	3.0 FTE
18.	MS/HS Athletic Support Personnel	8.5 FTE
19.	Custodian	1.0 FTE
20.	Lead Custodians	4.0 FTE
21.	Grounds Personnel	1.0 FTE 2.0 FTE
22.	Purchasing Personnel	1.0 FTE
23.	Superintendent's Office Personnel	.25 FTE
24.	Personnel Department Personnel	1.0 FTE
25.	Educational Services Personnel	2.0 FTE
26.	Stock and Delivery Clerk	1.0 FTE
27.	Lead Grounds Person	1.0 FTE

BE IT RESOLVED by the Governing Board as follows:

1. That due to lack of funds and/or lack of work, the number of classified employees and the amount of services rendered shall be reduced by layoff as specified above, pursuant to Education Code Section 45308.
2. That the Superintendent is directed to give notice of layoff to the affected classified employees pursuant to the requirements of law.
3. That said layoffs shall become effective on June 30, 2003, subject to negotiations to the extent required by law.
4. That employees laid off pursuant to this Resolution shall be eligible for re-employment pursuant to Education Code Section 45298.

5. That the Superintendent, or his designee, is delegated the authority to take all actions necessary and proper to the accomplishment of the purposes of this Resolution.

Adopted by the Governing Board of the Santa Monica-Malibu Unified School District on April 3, 2003, amended April 24, 2003, and amended this 12th day of June, 2003, by the following vote:

AYES _____

NOES _____

ABSENT _____

John E. Deasy, Superintendent and
Secretary of the Board of Education

TO: BOARD OF EDUCATION
FROM: SUPERINTENDENT/MAROLYN FREEDMAN
RE: SCHOOL SAFETY PLAN

DISCUSSION
06-05-03

DISCUSSION ITEM NO. D.1

It is recommended that the Board of Education review the submitted Comprehensive School Safety Plans (CSSP) for each school in the district for the 2002-03 school year, pursuant to Education Code 35294.22. After review, the Board will be asked to approve the CSSP submitted at the board meeting scheduled for August 28, 2003.

COMMENT: Each school site submits a CSSP annually. Plans include procedures for: bomb threat, earthquake, fire or explosion, aircraft crash, flood, chemical hazard, civil unrest, medical emergency, severe windstorm, irrational intruder evacuation and lockdown.

In the 2002 legislative session, Senate Bill (SB) 1667, School Violence (Vasconcellos) and Assembly Bill (AB) 2198, School: Violent Crime (Lowenthal) were approved by the legislature and became effective January 1, 2003. SB 1667 makes several changes to the school safety plan approval process and suggests additional components plans should incorporate. AB 2198 authorizes school principals to notify parents and staff, in writing, when certain violent crimes occur on campus.

A summary of the changes enacted by SB 1667, are as follows:

- EC 35294.8 requires school to hold a public meeting at the schoolsite to allow members of the public the opportunity to express an opinion about the plan.
- EC 35294.21 defines the essential components of a comprehensive strategic action program and encourages schools to recognize and consider incorporating the following three components when they next review and update their school safety plans:
 1. Assuring each pupil a safe physical environment (e.g., no tolerance for violence policy, disallow and discourage possession of drugs);

2. Assuring each pupil a safe, respectful, accepting and emotionally nurturing environment (e.g., nurturing classroom environments, teaching respect and constructive resolution of conflicts, more emotional support service personnel); and
 3. Providing each child resiliency skills (e.g., authentic self esteem, moral education, anger management, conflict resolution).
- EC 35294.22 modifies how school districts approve safety plans under EC 35294.8. Prior to board approval, it is required that plans be presented at a regularly scheduled public meeting and that the board discuss how the school plan addresses the needs of pupils and schools and how the schoolsite council/committee considered three essential components defined in EC 53294.2.

A copy of the amended laws and the mandated elements of the CSSP will be distributed to the members of the Board. The CSSP for each school site will be available for Board member review in the Department of Pupil Services.

TO: BOARD OF EDUCATION
FROM: JOHN E. DEASY/KENNETH R. BAILEY
RE: PRELIMINARY 2003-04 BUDGET PLANNING

DISCUSSION
06/12/03

DISCUSSION NO. D.2

The May Revision to the Governor's January budget for 2003-04 contains changes in a number of key factors that will, if adopted by the Legislature, impact districts' budgets for the 2003-04 fiscal year. By using the information provided, we will construct our budget assumptions for 2003-04.

MAY REVISION HIGHLIGHTS: GENERAL

The 2003-04 May Revision reflects an increase in the budget deficit for 2002-03 and 2003-04 from \$34.6 billion in January to \$38.2 billion in May. This \$3.6 billion increase is due to caseload increases, increased Proposition 98 expenditures, and the cancellation of the sale of the second installment of the tobacco securitization bond.

The May Revision budget plan reflects a major change in how the Administration proposes to deal with the State's budget shortfall. In contrast to his January budget proposal, which attempted to solve the budget problem in an 18-month period, the Governor's May Revision adopts a multiyear approach, which relies on much more borrowing and less on near-term spending reductions. There are four key May Revision changes to the January budget proposal. The May Revision:

- , Proposes to issue a \$10.7 billion deficit reduction bond to be repaid over five years, using \$2.3 billion in revenues from a new half-cent sales tax.
- , Eliminates all State Vehicle License Fee (VLF) backfill payments to local governments effective July 1, and assumes that a VLF rate increase of \$4.2 billion will be triggered by existing law, thereby raising the VLF rate to its earlier two percent level in 2003-04.
- , Scales back some of the spending reductions proposed in January to K-12 education from \$1.85 billion to \$1.1 billion.

Substantially reduces the scope of the proposed realignment of programs from the State to local governments, leaving \$1.7 billion in program realignments (vs. \$8 billion) to be offset by cigarette and income taxes.

Although the mix of new taxes has changed from January, the overall amount of tax increases assumed in the May Revision (\$15.5 billion) is roughly equal to those assumed in January. Compared to the January plan, which proposed permanent tax increases to support program realignment, about three-fourths of the tax increases assumed in the May Revision are for a limited term. The half-cent sales tax would expire once the deficit bonds are paid off (in roughly five years) and the triggered VLF increase would expire once the State's finances improve. A recent legal opinion indicates that Proposition 98 would not realize additional funding from the sales tax increase.

GENERAL FUND OPERATING DEFICIT

The Administration projects that, even if its May Revision plan is adopted and all of its assumptions are realized, the plan will result in a General Fund operating deficit in 2004-05 of \$7.9 billion. This reflects the gap between 2004-05 projected revenues (\$71.3 billion) and expenditures (\$79.2 billion).

The Legislative Analyst has assessed the Governor's revised spending plan for 2003-04 as follows: "Adoption of the plan would likely result in a precariously balanced 2003-04 budget, but would leave the State with a still formidable structural imbalance between ongoing revenues and expenditures in the future. Primarily because of this imbalance, we believe that if the Governor's multiyear approach is adopted, it should include additional ongoing solutions beyond those proposed in the May Revision."

MAY REVISION HIGHLIGHTS: EDUCATION

In January, the Administration proposed across-the-board and other specific reductions totaling \$1.85 billion for K-12 education. Most categorical programs were folded into a single block grant to provide schools with flexibility to manage with reduced funding levels. In recognition of other types of reductions proposed by the Legislature and the educational community, however, the Administration's K-12 education proposal has been modified in the May Revision. The Governor is now proposing \$1.5 billion in K-12 cuts, down from the \$1.85 billion.

This \$1.5 billion consists of a \$350 million cut to revenue limit funding and \$1.1 billion in targeted cuts and reversions/savings (as opposed to \$854 million in categorical across-the-board reductions). **Therefore, cuts to categorical programs will have a disproportionate impact on districts, with some districts being severely impacted by certain categorical reductions.** Not funding the 1.86 percent statutory COLA results in a cut of another \$760 million, making the total cut to K-12 education over \$2.2 billion. Most categorical programs receive no growth funding.

The Governor's budget proposal hinges largely on the approval of the sales tax increase as security for more than \$10 billion in bonds to pay off the deficit over several years. If this tax increase is rejected, the final budget for K-12 education may be worse than the scenario presented in the May Revision.

PROPOSITION 98 - 2002-03

The Governor's revised 2002-03 Proposition 98 spending level for K-12 education is \$39.2 billion, \$72 million lower than the K-12 Proposition 98 funding for 2002-03 in his January budget and \$2.4 billion below K-12 Proposition 98 funding in the 2002-03 Budget Act. This dollar amount reflects the midyear reductions recently enacted by the Legislature.

The Legislature avoided deep cuts to Proposition 98 funding in 2002-03 by deferring more than \$1.8 billion from 2002-03 to 2003-04 and counting those revenues towards the 2003-04 Proposition 98 guarantee (e.g., original categorical deferrals, P-2 apportionment shift, Staff Development Buyback Days deferral). The Governor is not proposing any additional reduction in 2002-03 educational funding beyond the midyear cuts already imposed.

Total K-14 Proposition 98 funding for 2002-03 is \$43.9 billion. This amount is \$122 million above the minimum guarantee, down slightly from the January estimates due to lower State revenues. Per pupil funding for 2002-03 is revised to \$6,638 per student, up from \$6,536 per pupil in January, after the midyear cuts, but lower than the \$7,067 per pupil in the 2002-03 Budget Act.

COST OF LIVING ADJUSTMENT (COLA)

The May Revision does not fund the statutory 1.86 percent COLA for 2003-04. This is a savings to the State of \$760 million.

GROWTH

The May Revision proposes additional growth funding of \$272 million, representing the increase in the growth rate to 1.34 percent from the 1.00 percent proposed in January for 2003-04 Proposition 98 average daily attendance (ADA). No growth is proposed for State categorical programs, Adult Education or ROC/Ps. Special Education and K-3 Class Size Reduction (CSR) do receive growth funding.

REVENUE LIMITS

In January, the Governor proposed a 2.15 percent across-the-board reduction to revenue limits for 2002-03, along with no COLA for revenue limits in 2003-04. Additional cuts were proposed for some revenue limit programs such as Community Day Schools and Supplemental Instruction. The Governor's proposed 2002-03 midyear budget cut in revenue limit funding was not enacted.

In his May Revision, the Governor proposes a 1.2 percent reduction to revenue limits in 2003-04, resulting in savings of \$350 million over the level of funding provided in 2002-03.

EQUALIZATION AID

The Governor proposed in January to fully fund Equalization Aid in 2003-04 at a cost of \$250 million. In his May Revision, the Governor instead proposes to eliminate funding for Equalization Aid for 2003-04.

PERS REDUCTION BUYOUT/PERS EMPLOYER CONTRIBUTION

Any savings generated by districts from the lowering of the PERS employer contribution rate below 13.02 percent are recaptured by the State by reducing the revenue limit by a like amount through the PERS Reduction. The PERS employer contribution rate for 2003-04 is 10.42 percent; the rate for 2002-03 was 2.894 percent. This increase in PERS costs for districts results in a decrease in the PERS Reduction in 2003-04 by an estimated \$403 million. The Governor proposes in his May Revision to fully fund the 10.42 percent.

SUPPLEMENTAL INSTRUCTIONAL PROGRAMS

In his May Revision, the Governor proposes to maintain the Supplemental Instructional Programs hourly rate at \$3.45. However, he also proposes programmatic cuts totaling \$128.3 million, a reduction of approximately 26.7 percent from 2002-03

funding levels. These reductions include the elimination of the Grades 7-8 Algebra Academies and the Grades K-4 Intensive Reading programs, resulting in savings of \$43.3 million from his January proposal. In addition, the Governor proposes generating an additional \$60 million in savings by lowering the cap on funded hours for the Core Academic program from 7 to 5 percent of prior year enrollment multiplied by 120 hours.

PASSAGE OF MEASURE S

Measure S is a school funding measure for a parcel tax of \$225 per parcel for properties within District boundaries. By providing the District with approximately \$6.2 million annually for the next six years, Measure S will make up for some of the lost state revenue. With the passage of Measure S, the following cuts have been restored:

- , 66 full-time teachers
- , Class sizes are restored from 30 students to 20:1 in 3rd grade, 35 students to 30 in middle school and 37 students to 33 in high school
- , Elementary instrumental music programs will be restored
- , 5 Elementary library coordinators will be restored
- , 2 school nurses will be restored
- , 3 site administrators will be restored
- , 31 staff, including computer technicians, textbook coordinators, custodians, maintenance and grounds personnel and secretaries have been restored

BUDGET ASSUMPTIONS FOR 2003-04

Revenues

1. District Revenue Limit projections reflect the following:
 - , No COLA
 - , 1.2% reduction to Total Base Revenue Limit of \$4,845
 - , No Equalization Aid
 - , 10.42% PERS employer contribution rate
 - , 23% PERS Reduction Buyout
 - , Elimination of Grades K-4 Intensive Reading and Grades 7-8 Algebra Academies Programs
 - , 5% Cap on fundable hours for the Core Academic Supplemental Instructional Program
 - , Supplemental Instructional Programs' hourly rate of \$3.45

2. District enrollment, as projected by Rick Bagley in the report to the Board of Education on January 30, 2003, is estimated to be 12,711 students. The current year's CBEDs count was 12,789. Therefore, the enrollment projection reflects an enrollment reduction of 78 students. For the purposes of calculating the Revenue Limit, we will use the current year's P-2 ADA count of 12,160 ADA. This reflects an additional 75 ADA over the same period in 2001-02.

3. The Lottery allocation is estimated to be \$126 per pupil, of which \$113 per pupil is for unrestricted expenditures and \$13 per pupil is for Proposition 20-Mandated for Instructional Materials.

4. State Categorical Programs which are proposed to be eliminated by the Governor's May Revision are:

- , Miller-Unruh Reading
- , 7th and 8th Grade Algebra
- , K-4 Intensive Reading
- , Teacher as a Priority
- , Administrator Training

5. Categorical Programs that are reduced in funding are:

- , Core Academic Summer School from 7% Cap to 5% Cap
- , Principal Training
- , Gifted and Talented Education by 10%
- , National Board Teacher Incentive

6. Mid-year cuts were implemented to the following categorical programs:

, Instructional Materials	\$212,859
, PEER Review & Assistance Program	\$ 35,765
, Library Materials Program	<u>\$ 19,950</u>
Total:	\$268,574

The Instructional Materials funding is projected to be funded at \$27.21 per CBEDS, reduced from \$64.50. The Peer Assistance and Review Program is reduced by a 1/3 cut (estimated to be \$35,000) and library materials program reduced to \$3.44 per ADA.

7. Categorical funding deferrals of approximately 25% of the 2002-03 entitlements are being reduced by \$499,955, as follows:

, School Improvement Program	\$187,592
, Home-to-School Transportation	\$109,879
, Special Education Transportation	\$101,721
, Targeted Instructional Improvement Grant	<u>\$100,763</u>
	\$499,955

Further deferrals of these programs continue into 2004-05.

- , Home-to-School Transportation by 10%
- , Targeted Instructional Improvement Grant by 11%
- , School Safety Block Grant by 100%

8. The Special Education funding for AB602 Base Funding rate is \$524.78 per ADA, for an estimated \$6,400,000. The Governor proposed to fund growth in Special Education enrollment.

9. The legislature has suspended all payments for Mandated Cost Reimbursement Claims. This has caused us to remove \$667,400 from the current year's budget, and to eliminate \$440,000 from the 2003-04 budget.

10. The Class-Size Reduction Program is anticipated to be funded at \$906 per pupil for Grades K-3 and at \$180 per pupil for Ninth Grade Class-Size Reduction. The K-3 Class Size Reduction program is the only categorical program that would receive growth funding under the Governor's May Revision.

11. It is anticipated that the Deferred Maintenance Program will not be funded in the 2003-04 year, so neither the funding nor the required match will be budgeted. It appears that only critical hardship projects will be funded.

12. Federal revenues are estimated to be the same as this year.

13. The District estimates the local revenues to be \$100,000 from leases and rentals, \$587,329 from the DoubleTree Hotel, and \$800,000 for the Madison School site.

14. The local Parcel Tax for Measure Y at \$104.13, which includes a CPI-U adjustment of 2.96%, is estimated to generate \$3,375,166, based on 32,413 parcels. Upon successful passage of Measure S, a parcel tax of \$225 per parcel is estimated to generate \$7,292,925.

15. The District anticipates receiving \$3,000,000 of financial support from the City of Santa Monica, \$500,000 of which will be designated for multi-cultural education efforts.

Expenditures

1. Upon the successful passage of Measure S, instruction staffing will return to a staffing ratio of 20 to 1 for Grades K-3, 30 to 1 for Grades 4-5, 30 to 1 for middle schools and 33 to 1 for high schools.

The budget reflects the full restoration of the First Package:

21	Elementary Teachers	\$1,296,400
2	Elementary Assistant Principals	\$ 201,800
1	Elementary Principal	\$ 116,984
20	Middle School Teachers	\$1,234,640
25	High School Teachers	<u>\$1,543,300</u>
	Subtotal:	\$4,393,124
2	Nurses	\$ 130,752
6.67	Elem. Instr. Music Teachers	\$ 503,868
5.19	Music Aides/Accompanist	\$ 204,261
1	Fine Arts Coordinator	\$ 91,899
4	Facilities/Custodians/Grounds	\$ 230,772
4	Sr. Adm. Asst./Adm. Asst./Sr. Off. Spec.	\$ 223,612
2	Fiscal Services/Computer Services	\$ 128,150
2	Personnel/Educ. Serv./Student Serv.	\$ 110,579
1	Career Center Specialist	\$ 56,526
5	Elementary Library Coordinators	<u>\$ 214,310</u>
	Subtotal:	\$1,894,729
	<u>TOTAL:</u>	<u>\$6,287,853</u>

The remaining budget reductions defined as "Second Package" and "Third Package" have been implemented. The total reduction is \$5,526,104 and it remains in place.

2. The budget will maintain the schools' Formula Money allocation for instructional supplies similar to 2002-03:

,	K-5	\$35.81 per pupil
,	6-8	\$45.45 per pupil
,	9-12	\$74.70 per pupil

Lottery Instructional Materials funds (Proposition 20) will be used to fund this allocation.

3. The Instructional Materials Fund Realignment Program, (Textbook Fund) will be budgeted at each school at \$27.21 per CBED for a total of \$348,000.

4. The premium rates for District-paid employee medical and dental benefits are budgeted for a 15% increase.

5. The school site allocations for Extra Duty Units (EDUs) and athletic transportation will be funded at the same level as 2002-03. Consideration is being given to the reduction of teacher hourly budgets that currently fund many teacher activities outside of the classroom.

6. The Special Education, Special Education Transportation, National Board Certification and Summer School enrichment program budgets will need to be supported with unrestricted General Fund revenues.

7. Other categorical programs that require a General Fund contribution are being reduced, commensurate with their revenues. New reduced budgets for EIA, Bilingual Education and Science Magnet programs are being budgeted.

8. Special Service contracts and certain miscellaneous independent contractor agreements have been eliminated in the amount of \$998,257.

9. All capital expenditure budgets have been eliminated from the budget (6000 object code series).

10. The payment of approximately \$250,000 debt service payment on the 20-year Certificates of Participation (COPs) issued to fund a portion of Santa Monica High School Phase III will be paid from the Capital Facilities Fund (Fund 25).

11. Due to our participation in the State's School Facilities Modernization Program, we are currently required to budget 3% of the General Fund unrestricted budget for facility maintenance.

12. A transfer of \$1,030,000 will be made to Fund 71 to pay for early retirement incentives (the District's 45% Plan), the STRS Golden Handshake, the 2002-03 Service Recognition Program, and health and welfare benefits.

13. Provisions have been made to budget 3% for the Reserve for Economic Uncertainties as required by State Statute.

***Source: LACOE Urgent Bulletin No.473 from Deborah L. Simons, Director
- "May Revision" Update dated May 23, 2003**

TO: BOARD OF EDUCATION

INFORMATION

06/12/03

FROM: SUPERINTENDENT

RE: BASIC/SUPPLEMENTAL TEXTBOOKS TO BE ADOPTED

INFORMATION NO. I.1

It is recommended that the following textbook(s) be adopted for use in the Santa Monica-Malibu Unified School District. The Board will take action to adopt these books at the next Board of Education meeting.

COMMENT: In accordance with the Board of Education policy, the textbook(s) listed below will be on public display for two weeks in the Educational Services Department at 1638 17th Street, Santa Monica, CA 90405.

THE HOUSE OF THE SCORPION, by Nancy Farmer, Reading, grade 8. Adoption requested by Juliet Dempsy of John Adams Middle School.

THE TWO PRINCESSES OF BAMARRE, by Gail Carson Levine, Reading, grade 6. Adoption requested by Juliet Dempsy of John Adams Middle School.

WHICH WITCH, by Iva Ibbotson, Reading, grade 6. Adoption requested by Juliet Dempsy of John Adams Middle School.

JOURNEY TO THE RIVER SEA, by Iva Ibbotson, Reading, grade 7. Adoption requested by Juliet Dempsy of John Adams Middle School.

MINUK:ASHES IN THE PATHWAY, by Kirkpatrick Hill, Reading, grade 7, Adoption requested by Juliet Dempsy of John Adams Middle School.

CRISPIN: THE CROSS OF LEAD, by Avi, Reading, grade 8. Adoption requested by Juliet Dempsy of John Adams Middle School.

THE GREAT WHALE OF KANSAS, by Richard W. Jennings, Reading, grade 6. Adoption requested by Juliet Dempsy of John Adams Middle School.

CHASING RED BIRD by Sharon Creech, Reading, grade 7. Adoption requested by Juliet Dempsy of John Adams Middle School.

THE SOUND OF WAVES, by Yokio Mishima, Reading, grade 8. Adoption requested by Juliet Dempsy of John Adams Middle School.