

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

ACTION  
02/03/05

RECOMMENDATION NO. A.01

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

January 6, 2005

MOTION MADE BY:  
SECONDED BY:  
STUDENT ADVISORY VOTE:  
AYES:  
NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

02/03/05

FROM: JOHN E. DEASY/LINDA KAMINSKI/LAUREL SCHMIDT

RE: APPROVAL OF INDEPENDENT CONTRACTORS

RECOMMENDATION NO. A.02

It is recommended that the Board of Education enter into the following Independent Contracts. These contracts are included in the 2004-2005 budget.

Contractor	Description	Site	Funding
Nan Henderson (Resiliency in Action)  03/15/05  Total amount of contract not to exceed \$800	Provide district staff training in Resiliency	Student Services	Student Services Medi-Cal reimbursement  01-56400-0-11100-39000- 5802-041-1400
Richard Lieberman  11/09/04  Total amount of contract not to exceed \$500	Provide district wide, mandatory training, active Crisis Intervention Techniques in schools	Student Services	Student Services Medi-Cal reimbursement  01-56400-0-11100-39000- 5802-041-1400
WestEd  11/01/04-06/30/05  Total amount of contract not to exceed \$13,500	Provide Data Entry and Management Service for SMMUSD Health Champions Positive Health Program	Student Services	Student Services Health Champions  01-93190-0-11100-31400- 5802-041-1400
Jewish Family Service  Oct 1,2004 -June 30, 2005  Cost Not to Exceed: \$10,000	Two counseling interns to provide individual and group counseling for Malibu High School; two days a week per intern supervision, training and support of be provided by Jewish Family Service	Malibu High	Shark Fund Gift  01-90141-0-11100-10000- 5802-010-4100

Contractor	Description	Site	Funding
<p>The Center for Non-Violent Education and Parenting</p> <p>Jan 1 - June 30, 2005</p> <p>Cost Not to Exceed: \$600</p>	<p>To provide parenting classes for adults only for the Infant Family Support Program</p>	CDS	<p>Infant Family Support Program (IFSP)</p> <p>12-94190-0-85000-59000-5802-070-2700</p>
<p>County of LA Sheriff's Department</p> <p>Nov 4, 2004 - June 30, 2005</p> <p>Cost Not to Exceed: \$6,500</p>	<p>To provide STAR program presentations to MS classes, approximately 1-3 days per month</p>	Malibu High	<p>Gift</p> <p>\$3,500</p> <p>01-90141-0-11100-10000-5802-010-4100</p> <p>Government Grant</p> <p>\$3,000</p> <p>01-00040-0-11100-10000-5802-010-4100</p>

MOTION MADE BY:  
 SECONDED BY:  
 STUDENT ADVISORY VOTE:  
 AYES:  
 NOES:

TO: BOARD OF EDUCATION

ACTION  
02/03/05

FROM: SUPERINTENDENT

RE: OVERNIGHT FIELD TRIP(S) 2004-05

RECOMMENDATION NO. A.03

It is recommended that the Board of Education approve the special field trip (s) listed below for students for the 2004-2005 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>
Samohi Grd 9-12 30-55 students	Fresno 3/4/05 to 3/6/05	Catherine Baxter Terry Sakow	No funds required Transportation being provided out of District Music Transportation Budget	Music Winter Color Guards	The purpose of this trip will be for students to have the opportunity to demonstrate technical and performance skills in a competitive atmosphere.
Samohi Grd. 9-12 30-55 students	Orange County 4/16/05 to 4/17/05	Catherine Baxter Terry Sakow	No funds required Transportation being provided out of District Music Transportation Budget and fundraising	Music Winter Color Guards	The purpose of this trip will be for students to have the opportunity to demonstrate technical and performance skills in a competitive atmosphere.
Samohi Grd. 9-12 70 students	Fullerton College 4/16/05 to 4/17/05	Catherine Baxter Joni Swenson	Approx. \$220 per student. Funding provided by Orchestra parents	Music concert Orchestra	Concert Orchestra will participate
Malibu Grd. 9-12 20 students	New York City 3/15/05 to 3/20/05	Mark Kelly	Approx. \$700.00 per student Funding provided by parents, and journalism dept.	Journalism	Journalism students will attend the CSPA convention and awards ceremony for high school journalists.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

02/03/2005

FROM: SUPERINTENDENT

RE: HEAD START COLLABORATION WITH THE LOS ANGELES COUNTY  
OFFICE OF EDUCATION

RECOMMENDATION NO. A.04

It is recommended that the Board of Education approve the refunding application and budget for fiscal year 2005-2006 with(LACOE) Los Angeles County Office of Education for the purpose of providing Head Start services to eligible families effective July 1, 2005 through June 30, 2006. This agreement is to be executed between the Superintendent of Public Instruction, LACOE, and the Santa Monica-Malibu Unified School District, wherein LACOE agrees to pay the Santa Monica-Malibu Unified School District Child Development Fund an amount not to exceed \$1,068,137 for the Head Start-Basic Program and \$10,600 for the Head Start Training and Technical Assistance.

COMMENT: Head Start is a federal grant program with a long history of providing comprehensive child development and support services to young children and families with incomes at or below the poverty level. The contract, operates on a minimum of 200 days, provides for the operation of 10 Head Start classes - approximately 200 children.

Each year the district is required to submit a Head Start refunding application to LACOE. The application details the design of the Head Start program including the number of classrooms, the services offered to families, the staffing plan, the number of children to be served and the proposed budget.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

02/03/2005

FROM: JOHN E. DEASY/LINDA KAMINSKI/JUDY ABDO

RE: CHILD DEVELOPMENT SERVICES - EASTER SEALS  
MEMORANDUM OF UNDERSTANDING

RECOMMENDATION NO. A.05

It is recommended that the Board of Education approve an agreement among Easter Seals Southern California, Santa Monica College, and the Santa Monica-Malibu Unified School District for the current fiscal year - 2004-2005.

COMMENT: The Santa Monica Preschool Collaborative has been in operation since July 1, 2002. Easter Seals provides direct program management for the collaborative which is a full day/full year program operating at John Adams and Lincoln preschool sites. One classroom at John Adams is operated as a district Head Start program for 3.5 hours each morning staffed by Head Start teacher and assistant. SMC provides staff and financial support for the collaborative. The district Special Education program has begun sharing space with Easter Seals at Lincoln Preschool as a special ed preschool assessment center.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

Memorandum of Understanding for Santa Monica Preschool Collaborative;  
Santa Monica Malibu Unified School District, Santa Monica Community College and Easter  
Seals Southern California  
FY July 1, 2004 – June 30, 2005

1. This agreement is between Santa Monica Malibu Unified School District (SMMUSD), Santa Monica Community College (SMC) and Easter Seals Southern California (ESSC). The purpose of this agreement is establishment of the responsibilities of each party functioning as the Santa Monica Preschool Collaborative.
2. The mission of the Santa Monica Preschool Collaborative is to provide child care and development services to approximately 108 Santa Monica area children under the age of five.
3. ESSC will be the operational agent for the Collaborative at the John Adams Child Development Center and the Lincoln Child Development Center. The responsibility of the operational agent will be the management and oversight of the identified centers.
4. Child care and development services will be delivered in two sites through the Collaborative:

John Adams Child Development Center  
2320 17<sup>th</sup> Street  
Santa Monica, CA 90405

Lincoln Child Development Center  
1532 California Ave.  
Santa Monica, CA 90403

Both facilities will be made available throughout the year rent-free, and maintained at no cost to the Collaborative.

5. ESSC will operate the licenses at Adams and Lincoln.
6. Child Development Services to be provided through the Collaborative will include:
  - a. Full-day (7:30 a.m. to 6:00 p.m. year-round 240 days/year) care will be provided for children from low-income families. Eighty (80) full-time child care slots are funded through a contract between the State Department of Education, Child Development Division and ESSC.
  - b. Head Start services will be provided at Adams (up to 20 children); funded and staffed by SMMUSD.

- c. Extended hours of child care for Head Start; funded through parent fees or subsidies obtained by individual families. The intent is to serve families that require full-day care at Adams.
- d. Childcare for up to 25 children of SMC students, faculty and staff; funded through parent fees, CalWORKS and/or other sources. The intent is to make child care available to the children of SMC students, faculty and staff from 7:30 a.m. to 6:00 p.m. every day that the program is operational.

The Collaborative will assure that the child care programs at Lincoln and Adams is of high quality and include developmentally appropriate curriculum, consultation by social services professionals as resources are identified, parent support and education. Nutritious meals and snacks consistent with program hours will be supported by participating in the SMMUSD food program.

- 7. The Collaborative will be guided by the Program Advisory Committee, composed of representatives from ESSC, SMMUSD and SMC. The Committee will meet at least quarterly and will review the quality of the programs, coordination of curriculum and enrichment activities, staff development, parent education and similar activities.
- 8. With input from the Program Advisory Committee, ESSC will be ultimately responsible for recruiting, selecting, training and supervising the staff at Lincoln and Adams with the following exceptions:
  - a. Head Start teachers and aides will be employees of SMMUSD. The District will be responsible for recruiting, selecting, supervising, and evaluating the Head Start staff.
  - b. A preschool teacher on the staff of Santa Monica College will continue to work at either the Lincoln or Adams site and will continue as an SMC employee, and will be supervised and evaluated through SMC policies and procedures.
  - c. In the event that personnel issues arise between/among employees of the District, SMC and/or ESSC, the Program Advisory Committee will work with the individuals involved to resolve the issue.
  - d. All teaching staff listed in 8a, b, and c above are accountable for following Easter Seals site policies under the direction of the site supervisor.
- 9. Facility maintenance and repair will be provided by SMMUSD for the Adams and Lincoln site. Any site improvement proposed by ESSC must have prior approval by the SMMUSD.



10. Daily custodial services will be the responsibility of ESSC at Adams and Lincoln. Regular grounds keeping and tree trimming will be the responsibility of SMMUSD. Deep cleaning will be done at least annually as a responsibility of ESSC. Head Start will provide custodial supplies and will participate in the cost of annual deep cleaning. Pest control responsibilities will be handled by SMMUSD.

11. The responsibilities of ESSC are set forth below:

- a. ESSC will offer priority enrollment to students, faculty and staff of SMC whenever there are vacancies in the program.
- b. ESSC will maintain a waiting list of children eligible for the State subsidy. SMC will maintain a waiting list of children eligible for the reserved SMC spaces. When there is an opening in the program, the next child of the appropriate age on the relevant waiting list will be enrolled. The intent is to maintain full enrollment, with 80 children funded by the State Department of Education, 20 Head Start/Special Education students, and 25 SMC and/or other community children, recognizing that many are dually enrolled.
- c. ESSC will work with SMC to establish the Collaborative preschools as work/study sites. The intent is to utilize work/study students to inspire SMC students to enter the field of child development through a positive work experience.
- d. ESSC and SMC will work together to offer an internship program wherein students can participate and learn with the rules of regulatory setting of 1) a general child care setting, 2) State Department of Education preschool and/or infant toddler programs, 3) the federally supported Head Start program.
- e. ESSC will work with SMC in the implementation of the Mentor program encouraging and supporting both mentors and protégées at the child development centers encouraging both best practices and a career path in early childhood education.
- f. ESSC will work with SMC to implement the Even Start literacy grant by making the CDC's available in the evening hours and by encouraging families and staff to also become involved and supportive of the project.
- g. ESSC will reserve up to 20 childcare slots for use by Head Start students of SMMUSD for 3.5 hours per day for eleven months of the year.
- h. It is recognized that some Head Start students will need full-day childcare. The intent is to make full-day child care available for all enrolled Head Start students participating at Adams. The extended hours of childcare for the Head Start students at Adams will be funded through parent fees or subsidies obtained by individual families.

- i. ESSC will provide the Site Supervisor and the Program Director for Adams and Lincoln.
- j. ESSC will assume responsibility for daily operations of the Lincoln and Adams sites including all of the requirements as set forth by licensing.
- k. ESSC will be responsible for meeting all of the requirements as set forth by the preschool services contract with the Department of Education.
- l. ESSC will be responsible for encouraging opportunities for inclusion of children with special needs with the typically developing children thereby encouraging best practices for all children.
- m. ESSC will coordinate therapeutic services for children with the intent that, to the greatest extent possible, children requiring special services will receive them on-site, during their regular hours of attendance.

12. SMMUSD's responsibilities are as follows:

- a. SMMUSD will identify and refer the children, with a special focus on the families who may be in need of full day services, consistent with the community's desire to the capacity to better serve these families.
- b. SMMUSD will be responsible for meeting all Head Start requirements.
- c. SMMUSD will provide the teaching staff for 20 children for a 3.5-hour per day program, up to eleven months per year. Head Start teachers and assistants will be employees of SMMUSD. The District will be responsible for recruiting, selecting, supervising, and evaluating Head Start staff.
- d. The SMMUSD will provide no compensation to ESSC from Head Start. ESSC will provide the site supervisor, the program director, and the general site management responsibilities for all child care offered at this site, and acknowledges the SMMUSD contribution to the financial viability of the collaborative by providing the space at no cost.
- e. SMMUSD will provide materials and supplies for children in the Head Start.
- f. SMMUSD will provide licensing information for district staff working with ESSC at John Adams and Lincoln preschools.
- g. SMMUSD will use two of the small office spaces at Lincoln Preschool as an assessment center for preschool children from the district who are being assessed for special education services.

13. SMC responsibilities are as follows:

- a. SMC will supervise practicum students from child development and early childhood education classes at both sites.
- b. SMC will provide training on desired results and assist with professional development plans for teachers and aides.
- c. SMC will coordinate recruitment and child find efforts with other members of the collaborative.
- d. SMC will underwrite the position of one site supervisor at either Lincoln or Adams, replacing the originally agreed upon Site Supervisor position.
- e. SMC will continue to assign one SMC employee to teach at Adams and or Lincoln. In the event that the SMC preschool teacher terminates employment with SMC, the Santa Monica Community College District will augment the Collaborative budget in the amount sufficient to cover the replacement expenses by ESSC.
- f. In addition, SMC will underwrite the Collaborative to assure that ESSC expenses are covered, to a limit of \$100,000 annually. ESSC will provide quarterly accounting to SMC detailing income and expenditures. If there is a deficit, SMC will reimburse ESSC within 60 days. In the event that income exceeds expenses, the excess will be applied to the following quarter. The budget will be evaluated by the College, School District, and ESSC administration at mid-year, and at year end, and adjusted as necessary. ESSC's intent is to operate the Collaborative on a break-even basis.

14. This agreement shall be in effect for one year, from July 1, 2004 through June 30, 2005.

Signed:

_____	Date: _____
for the Santa Monica-Malibu Unified School District	
_____	Date: _____
for Santa Monica-Malibu Unified School District	
_____	Date: _____
for the Santa Monica Community College	
_____	Date: _____
for Easter Seals Southern California	

TO: BOARD OF EDUCATION

ACTION/CONSENT

02/03/05

FROM: JOHN E. DEASY/LINDA KAMINSKI

RE: MEMORANDUM OF UNDERSTANDING, BETWEEN THE WISE SENIOR  
SERVICE, RETIRED AND SENIOR VOLUNTEER PROGRAM (RSVP)  
AND SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

RECOMMENDATION NO. A.06

It is recommended that the Board of Education enter into a Memorandum of Understanding (MOU) with the WISE Senior Services and the Retired and Senior Volunteer Program (RSVP) and the Santa Monica-Malibu Unified School District.

COMMENT: The MOU contains basic provisions, which will guide the working relationship between both parties. There is no cost to the District. This MOU will be in effect for three years and renewed or amended at that time. A copy of the document is attached and also available for review in the Educational Services Office.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

02/03/05

FROM: JOHN E. DEASY/WINSTON A. BRAHAM

RE: CONFERENCE AND TRAVEL APPROVAL/RATIFICATION

RECOMMENDATION NO. A.07

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
<u>BERENS, Candis</u> Santa Monica High 01-90120-0-11100-10000-5220-009-4090 General Fund - <b>Resource:</b> Gifts	Early Literacy Los Angeles, CA November 20, 2004 - January 24, 2005 (Various)	\$240 + SUB
<u>CLARK, Julie</u> Roosevelt Elementary No Cost to District	Greater San Diego Math Council Annual Conference San Diego, CA February 4, 2005	0
<u>DIXON, Lupita</u> Child Development Services 12-94190-0-85000-59000-5220-070-2700 Child Development Fund - <b>Resource:</b> St. John's Infant Family	Champ/Health Access & Medi-Cal Program Cerritos, CA December 14, 2004	\$25
<u>HARRIS, Hank</u> Educational Services 01-00000-0-19510-10000-5220-030 1300 General Fund - <b>Function:</b> Instruction	2005 Standardized Testing and Recording Downey, CA January 31, 2005	\$30
<u>RIEDERER, Erin</u> Pt. Dume Elementary No Cost to District	Read Naturally Los Angeles, CA January 25, 2005	0

<u>NAME</u> <u>SITE</u> Account Number Fund - Resource Number	CONFERENCE NAME LOCATION DATE (S)	COST ESTIMATE
<b>Adjustments</b> (Preapproved expenses 10% in excess of approved costs that must be approved by Board/Changes in Personnel Attendance)		
NONE		
<b>Group Conference and Travel: In-State</b> * a complete list of conference participants is on file in the Department of Fiscal Services		
<u>DIPLEY, Jeri</u> + 3 Additional Staff John Adams Middle 01-00040-0-11100-10000-5220-011-4110 General Fund - <b>Resource:</b> Gov.'s Performance Award	Calif. Assn. Health, P.E., Recreation & Dance Middle School P.E. Workshop Pomona, CA February 5, 2005	\$420 Total
<u>HOLLAND, Kurt</u> <u>MUNOZ-FRIEDMAN, Zelina</u> SMASH 01-90120-0-11100-10000-5220-009-4090 General Fund - <b>Resource:</b> Gifts	Creating a Thinking Curriculum January 29 - May 2, 2005 (Various) Westwood, CA	\$750 Total + 2 SUBS
<u>LEUNG, Anita</u> John Muir Elementary 01-72600-0-11100-10000-5220-005-4050 General Fund - <b>Resource:</b> SIP K-6		\$375 Total + 1 SUB
<u>MATTHEWS, Michael</u> + 4 Additional Staff Personnel Services 01-00000-0-00000-72000-5220-025-1250 General Fund - <b>Function:</b> Other General Administration	School District Visits Rowland Heights/Walnut Valley/Covina, CA January 5, 2005	\$60 Total
<u>SAMARGE, Susan</u> <u>RISHE, Jessica</u> State & Federal Projects 01-72800-0-11100-10000-5220-035 1300 General Fund - <b>Resource:</b> Beginning Teacher Support	Cluster 4 Winter Directors' Meeting January 24 - 25, 2005 Pomona, CA	\$200 Total
<u>STRAUS, Ilene</u> + 2 Additional Staff Santa Monica High 01-58100-0-11100-10000-5220-015-4150 General Fund - <b>Resource:</b> Other Federal	Using Rigor & Small Learning Communities to Accelerate Learning Alhambra, CA January 11, 2005	\$100 Total (Mileage only)

<u>NAME</u> <u>SITE</u> Account Number Fund - Resource Number	CONFERENCE NAME LOCATION DATE (S)	COST ESTIMATE
<u>STRAUS, Ilene</u> <u>KOMLOS, Tristan</u> Santa Monica High 01-58100-0-11100-10000-5220- 015-4150 General Fund - <b>Resource:</b> Other Federal	IBM Reinventing Education Change Tool Kit San Francisco, CA January 25 - 26, 2005	\$2,000 Total <b>+ 2 SUBS</b>
<b>Out-of-State Conferences: Individual</b>		
<u>SCHEER, Susan</u> Cabrillo Elementary 01-72600-0-11100-10000-5220- 017-4170 General Fund - <b>Resource:</b> SIP K-6	Powerful Strategies for Gifted & Highly Capable Students Austin, TX January 19, 2005	\$179
<b>Out-of-State Conferences: Group</b>		
<u>BEARD, Clara</u> <u>HOLLIE, Ada</u> Santa Monica High No Cost to District	Consortium of Vermont Colleges Proctor, VT April 17 - 22, 2005	0

MOTION MADE BY:  
 SECONDED BY:  
 STUDENT ADVISORY VOTE:  
 AYES:  
 NOES:

TO: BOARD OF EDUCATION  
FROM: JOHN E. DEASY/WINSTON A. BRAHAM  
RE: ACCEPTANCE OF GIFTS - 2004-05

ACTION/CONSENT  
02/03/05

RECOMMENDATION NO. A.08

It is recommended that the Board of Education accept, with gratitude, checks and gifts totaling \$108,250.27 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 2004-2005 income and appropriations by \$89,830.27, as described on the attached listing.

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

AGENDA

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

- 1) go to [www.smmusd.org](http://www.smmusd.org)
- 2) click on "Board Meetings"
- 3) scroll to the date for this meeting
- 4) click on 02-03Gift.pdf

MOTION MADE BY:  
SECONDED BY:  
STUDENT ADVISORY VOTE:  
AYES:  
NOES:



TO: BOARD OF EDUCATION ACTION/CONSENT  
02/03/05  
FROM: JOHN E. DEASY/WINSTON BRAHAM/VIRGINIA I. HYATT  
RE: APPROVAL OF PURCHASE ORDERS

RECOMMENDATION NO. A.09

It is recommended that the Board of Education approve the following Purchase Orders and Changed Purchase Order from January 13, 2005 through January 26, 2005 for fiscal year 2004/05.

**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:

TO: BOARD OF EDUCATION ACTION/CONSENT  
02/03/05  
 FROM: SUPERINTENDENT/MICHAEL D. MATTHEWS  
 RE: CERTIFICATED PERSONNEL - Elections, Separations

RECOMMENDATION NO. A.10

Unless otherwise noted, all items are included in the 2004/2005 approved budget.

ADDITIONAL ASSIGNMENTS

CABRILLO ELEMENTARY

Levy, Nancy	33 hrs @\$35.96	10/8/04-6/24/05	<u>Est Hrly/\$1,187</u>
		TOTAL ESTABLISHED HOURLY	\$1,187

Comment: Homework Club/3rd Grade Teacher  
01-School Improvement Prog, K-6

Pickens, Erin	66 hrs @\$35.96	1/10/05-6/24/05	<u>Est Hrly/\$2,373</u>
		TOTAL ESTABLISHED HOURLY	\$2,373

Comment: RSP K-5  
01-School Improvement Prog, K-6

**TOTAL ESTABLISHED HOURLY = \$3,560**

SUBSTITUTE TEACHERS

Effective

REGULAR DAY-TO-DAY SUBSTITUTES

(@\$122 Daily Rate)

Mitchell, Linda	1/19/05
Scott, Ayanna	1/19/05
Spurgin, Daniel	1/19/05

TEMPORARY CONTRACTS

Name/Assignment	Not to	
<u>Location</u>	<u>Exceed</u>	<u>Effective</u>
Mizel, Julia	100%	1/3/05-6/24/05
McKinley Elem/SDC-IS	[replacing J. Crystal/on home assignment]	

DECEASED

<u>Name/Location</u>	<u>Effective</u>
Hinshaw, Carol	1/10/05

MOTION MADE BY:  
 SECONDED BY:  
 STUDENT ADVISORY VOTE:  
 AYES:  
 NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

02/03/05

FROM: SUPERINTENDENT/MICHAEL D. MATTHEWS

RE: SPECIAL SERVICES EMPLOYEES

RECOMMENDATION NO. A.11

It is recommended that the following Special Services Employee contracts be approved in accordance with District policies and salary schedules and be assigned pursuant to BP 4213.5. Funding for the positions listed are included in the 2004/05 budget.

ELECTIONS

<u>Name/Location</u>	<u>Not to Exceed</u>	<u>Effective</u>	<u>Rate</u>
Braine, Laurie Student Services, Health Services, provide nursing services to school sites as a substitute FUNDING: 01-56400-0-00000-39000-2917-041-1501 Medi-Cal Billing Option	\$7,250	01/10/05-6/30/05	\$145/day
Dickey, Anna Student Services, Health Services, substitute nurse for Health Champions Positive Health Profile program FUNDING: 01-93190-0-11100-31400-2917-041-1501 St Johns: Health Champions	\$1,450	01/05/05-4/30/05	\$145/day
Koslow, Kenneth Facilities Management, Project Manager for several sites FUNDING: 21-00000-0-00000-82000-2917-098-1501-100% Unrestricted Resource	\$10,000	01/07/05-6/30/05	\$50/hr
Murray, Pat Student Services, Health Services, nurse support for the Health Champions Positive Health Profile program FUNDING: 01-93190-0-11100-31400-2917-041-1501 St Johns: Health Champions	\$3,190	12/16/04-4/30/05	\$145/day

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

02/03/05

FROM: SUPERINTENDENT/MICHAEL D. MATTHEWS

RE: RECOMMENDATION TO APPROVE RESOLUTION NO. 04-14 FOR  
EMPLOYEE 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 the attached resolution to approve the loan of an employee to the State Department of Education. This is 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 through January 31, 2007.

COMMENT: Approval of this resolution will allow the District to extend the memorandum of understanding to loan Ms. Zarenda to the State Department of Education. The original Memorandum of Understanding was approved by the Board of Education at their regular board meeting on January 18, 2001.

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:

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

**RESOLUTION NO 04-14**

**WHEREAS**, this Resolution be adopted in order to certify the approval of the Santa Monica-Malibu Unified School District to approve a contract extension with the State Department of Education for the purpose of allowing an employee of this District to serve on loan to the California State Department of Education; and

**WHEREAS**, the Period of Performance for this agreement shall be through January 31, 2007.

**THEREFORE**, although the employee 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 employment with the Santa Monica-Malibu Unified School District.

**IN WITNESS WHEREOF**, the foregoing Resolution was passed and adopted by the Board of Education of the Santa Monica-Malibu Unified School District, this 3rd day of February, 2005.

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**Emily Bloomfield, President, Board of Education  
Santa Monica-Malibu Unified School District**

I, John E. Deasy, Secretary of the Board of Education of the Santa Monica-Malibu Unified School District, do certify that the foregoing Resolution was regularly introduced, passed and adopted by the Board of Education at its Regular Board Meeting held on February 3, 2005.

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**John E. Deasy, Secretary, Board of Education  
Santa Monica-Malibu Unified School District**

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

ACTION/CONSENT  
02-03-05

RECOMMENDATION NO. A.13

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**

AJNASSIAN, CARRIE	INST ASST - SPECIAL ED 5.0 HRS/SY LINCOLN RANGE: 20 STEP: 01	01-18-05
AUSMUS, JULEY	INST ASST - CLASSROOM 3.0 HRS/SY CABRILLO RANGE: 18 STEP: 01	01-11-05
BAETZ, MICHAEL	EQUIPMENT OPERATOR 8.0 HRS/12 OPERATIONS RANGE: 27 STEP: 01	01-03-05
BROWN, JESSICA	INST ASST - SPECIAL ED 1.0 HRS/SY WEBSTER RANGE: 20 STEP: 04	09-08-04
CASTRO, CRISTINA	INST ASST - PHYSICAL ED 4.0 HRS/SY CABRILLO RANGE: 20 STEP: 01	01-11-05
DEARN, TIMOTHY	INST ASST - SPECIAL ED 5.0 HRS/SY SAMOHI RANGE: 20 STEP: 01	01-14-05
LEWIS, BRIANA	INST ASST - SPECIAL ED 6.0 HRS/SY FRANKLIN RANGE: 20 STEP: 01	01-04-05
MONTGOMERY, ALEXIS	INST ASST - CLASSROOM 2.0 HRS/SY WEBSTER RANGE: 18 STEP: 01	01-14-05
MORALES, ROBERTO	STUDENT OUTREACH SPECIALIST 8.0 HRS/10 SAMOHI RANGE: 44 STEP: 01	01-07-05

**PROMOTION**

SOLIMAN, THORAIA	ACCOUNTANT 8.0 HRS/12 FISCAL FR: ACCOUNTING ASSISTANT II	01-14-05
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**INVOLUNTARY TRANSFER**

BEAVERS, MARCUS	CUSTODIAN I NSI 8.0 HRS/12 SAMOHI FR: 8.0 HRS/12 LINCOLN	01-01-05
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GARDNER, RODNEY	CUSTODIAN I NSI 8.0 HRS/12 OPERATIONS FR: 8.0 HRS/12 SAMOHI	01-01-05
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WARD, VICTOR	CUSTODIAN I NSI 8.0 HRS/12 LINCOLN FR: 8.0 HRS/12 OPERATIONS	01-01-05
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**PROFESSIONAL GROWTH**

AGUILAR JR, VICTOR	INST ASST - CLASSROOM MUSIC ADAMS	11-01-04
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BROOKS, ROSALEE	ADMINISTRATIVE ASSISTANT PT.DUME	12-01-04
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SLAWTER, MARY	SR OFFICE SPECIALIST SAMOHI	01-01-05
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SOLIMAN, THORAIA	ACCOUNTANT FISCAL SERVICES	01-01-05
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**INCREASE IN ASSIGNMENT**

FLORES, MARTHA	INST ASST - SPECIAL ED 6.0 HRS/SY ADAMS FR: 5.0 HRS/SY	12-03-04
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**MEDICAL LEAVE OF ABSENCE**

HURTADO, RENEE	CHILDREN CENTER ASSISTANT GRANT - CDS	12-05-04 02-05-05
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WALLACE, THERESA	CAMPUS SECURITY OFFICER MALIBU	11-03-04 01-26-05
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WEBSTER-JOSEPH, SHIRLEY	CAFETERIA WORKER I LINCOLN	01-11-05 02-01-05
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WILSON, GERALDINE	CAFETERIA WORKER I SAMOHI	12-13-04 01-11-05
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**TEMP/ADDITIONAL ASSIGNMENT**

BOLDEN, DEVYN	INST ASST - SPECIAL ED SPECIAL ED	10-20-04 12-31-04
CHAPMAN, VICKI	ELEMENTARY LIBRARY COORD CABRILLO	10-15-04 06-24-05
CRENSHAW, ANNE	INST ASST - SPECIAL ED CABRILLO	10-15-04 06-24-05
KOSTORS, BRYAN	INST ASST - SPECIAL ED CABRILLO	01-10-05 06-24-05
LOUISELL, SHANE	INST ASST - SPECIAL ED WEBSTER	11-09-04 12-14-04
TANGUM, CATHY	CAMPUS SECURITY OFFICER OLYMPIC	01-08-05 06-30-05

**SUBSTITUTE**

MARRUJO, LEONARDO	CUSTODIAN I OPERATIONS	01-03-05 06-30-05
MARTIN, JULIAN	GARDENER OPERATIONS/GROUNDS	01-01-05 06-30-05
TAYLOR, TERESA	INST ASST - SPECIAL ED SPECIAL ED	01-03-05 06-24-05

**RESIGNATION**

GONZALEZ, SUSAN	CAFETERIA WORKER I SAMOHI	01-14-05
HUBER, TERESA	LIBRARY ASSISTANT I MALIBU	01-24-05
ROJAS, ROYAL AMBER	CAMPUS SECURITY OFFICER ADAMS	01-15-05
SHIMOOKA, SANDRA	INST ASST - PHYSICAL ED ADAMS	01-18-05
SPILLANE, MELANIE	INST ASST - CLASSROOM MUIR	01-03-05
TWYMAN, JATOYA	SR OFFICE ASSISTANT SPECIAL ED	02-04-05



**RETIREMENT**

LUCERO, INST ASST - CLASSROOM 04-21-05  
KATHERINE OLYMPIC

**ESTABLISHED POSITIONS**

INST ASST - SPECIAL ED 11-01-04  
2.4 HRS/SY PT.DUME PRESCH

INST ASST - SPECIAL ED 11-29-04  
6.0 HRS/SY MCKINLEY

2 POSITIONS INST ASST - SPECIAL ED 10-14-04  
5.0 HRS/SY MCKINLEY

MOTION MADE BY:  
SECONDED BY:  
STUDENT ADVISORY VOTE:  
AYES:  
NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

02-03-05

FROM: JOHN E. DEASY/RICHARD R. IDE

RE: CLASSIFIED PERSONNEL - NON-MERIT

RECOMMENDATION NO. A.14

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.

**CHILD CARE ASSISTANT**

HERNANDEZ, MAIRA CDS-MCKINLEY 01-04-05 - 06-30-05

**COACHING ASSISTANT**

CAVNAR, JASON MALIBU 01-17-05 - 06-24-05

GALLO, PAUL MALIBU 01-17-05 - 06-24-05

GIVENS, MATHANIEL SAMOHI 12-10-04 - 06-30-05

YAMAMOTO, JOHN SAMOHI 12-15-04 - 06-30-05

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION ACTION/CONSENT  
02/03/05  
FROM: JOHN E. DEASY/MICHAEL MATTHEWS/RICHARD R. IDE  
RE: NEW CLASSIFICATIONS - OCCUPATIONAL THERAPIST (OT)  
AND SCHOOL OCCUPATIONAL THERAPY ASSISTANT (COTA)

RECOMMENDATION NO. A.15

It is recommended that the Board of Education approve the new job classifications of Occupational Therapist (OT) and School Occupational Therapy Assistant (COTA).

COMMENTS: The Special Education Department and SMMUSD have requested to create/establish the new job classifications of Occupational Therapist (OT) and School Occupational Therapy Assistant (COTA). SMMUSD has recognized a definite need for the positions since over the past five (5) years, the Special Education Department has employed individuals on Special Services Contracts and has a significant need to retain these individual on a continuing basis. Furthermore, the District wishes to eliminate Special Services Contracts and establish the new positions in accordance with the Collective Bargaining Agreement.

The Personnel Commission at its Regular Meeting of December 14, 2004, approved the new classifications and salary ranges. The recommended salary ranges are as follows:

Occupational Therapist (OT)  
Management Salary Schedule, Range 51

School Occupational Therapy Assistant (COTA)  
Classified Salary Schedule, Range 34

Individuals currently on Special Services Contracts will be made permanent and all benefit entitlements [i.e. comparable seniority & salary (Y-Rated)] will be granted.

MOTION MADE BY:  
SECONDED BY:  
STUDENT ADVISORY VOTE:  
AYES:  
NOES:

**PERSONNEL COMMISSION  
SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT**

**OCCUPATIONAL THERAPIST**

**REPRESENTATIVE DUTIES:**

- C Provide occupational therapy services to students; **E**
- C Maintain a safe and orderly treatment area; **E**
- C Conduct assessments of students to determine need for Occupational Therapy; **E**
- C Participate in multi-disciplinary team assessments and reporting; **E**
- C Review reports from health care providers requesting occupational therapy and coordinate occupational therapy services with student's health care providers; **E**
- C Act as a resource to school personnel in interpreting Occupational Therapy Services; **E**
- C Plan and develop therapeutic intervention goals that are educationally relevant and will be used in students education programs; **E**
- C Establish a system of documentation that is professional, efficient and accountable and that conforms to State and individual agency policy; **E**
- C Communicate results of evaluations and reports of occupational therapy services to the educational staff, parents, students and other professional and agencies concerned with the students; **E**
- C Re-evaluate student's individual occupational therapy plans on a regular basis; **E**
- C Provide reports for use in Individual Family Service Plans (IFSP) and Individualized Education Plan (IEP) committees; **E**
- C Attend IFSP and IEP meetings as necessary and maintain progress notes on student records; **E**
- C Facilitate inservice education and professional development for related service/occupational therapy staff; **E**
- C Monitor the occupational therapy program goals by teaching other staff who are involved with the implementation of the intervention procedures; **E**
- C Provide consultation to the educational system regarding student needs, professional needs and system needs in order for the system to achieve its goal and objectives; **E**
- C Provide reassessments of students and communicate the needs of students focusing on areas of need at intervals determined to be educationally relevant; **E**
- C Provide training, direction, and support for ancillary staff as required; **E**

- C Provide structured supervision for COTA's in accordance with Occupational Therapist (OT) practice guidelines; **E**
- C Mitigate assessment overflow; **E**
- C Provide annual performance review for all assigned staff; **E**
- C Attend various meetings for the purpose of receiving and/or providing information; **E**
- C Perform related duties as required; **E**

**KNOWLEDGE AND ABILITIES:**

- C Intellectual, sensory, social, emotional growth patterns and physical development of children;
- C Techniques used in the assessment and treatment of disabilities;
- C Educational and development needs of children with specific disabilities; and
- C Application of occupational therapy techniques in working with children with disabilities.

**ABILITY TO:**

- C Use a variety of methods, techniques and practices in occupational therapy;
- C Make accurate assessments of the developmental status and educational needs of children;
- C Understand the unique differences and needs of handicapped students and their parents;
- C Work effectively with District personnel, community representatives, interdisciplinary teams and students;
- C Participate in the IEP team process;
- C Make oral presentations to large and small groups;
- C Communicate effectively orally and in writing;
- C Properly use and care for the material and equipment employed in performing services as an occupational therapist;
- C Work independently with little direction; and
- C Work confidentially with discretion.

**EDUCATION AND EXPERIENCE:**

One-year work experience is desired providing occupational therapy services for children ages three to twenty-two. Experience working with children with special needs is desirable. Persons with the experience, knowledge and abilities as stated are considered to have the necessary education.

**REGISTRATION AND LICENSE REQUIREMENTS:**

Valid registration with the National Board Certification of Occupational Therapy.

Licensed by the California Board of Occupational Therapy to practice as a Certified Occupational Therapist.

Valid California Driver's License.

**WORKING CONDITIONS (ENVIRONMENT) ;**

Is subject to inside and outside environmental conditions; may be required to use personal vehicle in the course of employment.

**PHYSICAL ABILITIES:**

Hearing and speaking to exchange information, seeing to read a variety of materials, bending at the waist, kneeling or crouching to assist students, require the ability to walk

**(Occupational Therapist - Con't)**

long distances, perform work which involves the frequent lifting, pushing and/or pulling of objects which may approximate 50 pounds and may occasionally weigh up to 100 pounds, sitting or standing for extended periods of time. Should an applicant require reasonable accommodation, the Director of Classified Personnel will consider that upon request.

**HAZARDS:**

May be required to work around foul odors, contact with dissatisfied or verbally abusive individuals.

**PERSONNEL COMMISSION**

**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT**

**SCHOOL OCCUPATIONAL THERAPY ASSISTANT (COTA)**

**REPRESENTATIVE DUTIES:**

- C Provide educationally related occupational therapy services to identified special education students according to the Individual Educational Plan (IEP). **E**
- C Assist with data collection for use in IEP meetings. **E**
- C Maintains a system of documentation that is professional, efficient and accountable. **E**
- C Assists to coordinate and monitor IEP goals that are educationally relevant. **E**
- C Maintain a safe and orderly treatment area. **E**
- C Attend IEP meeting as necessary. **E**
- C Communicate the needs of a occupational therapy program to appropriate supervising Occupational Therapist. **E**
- C Performs related duties as required. **E**

**KNOWLEDGE AND ABILITIES:**

**Knowledge of:**

- C Issues related to child development.
- C Educational and developmental needs of children with specific disabilities.
- C Principles, methods, and equipment used in occupational therapy.
- C Functioning of adaptive equipment, assistive technology and special equipment as it applies to occupational therapy services.

**ABILITY TO:**

- C Communicate effectively, both orally and in writing.
- C Organize and prioritize responsibilities.
- C Work independently with appropriate supervision.
- C Perform task analysis of underlying treatment components to address IEP goals.
- C Lift, pull or push objects of 50 to 75 pounds in weight.

**REQUIREMENTS:**

- C Graduation from high school or equivalent.
- C Graduation from accredited Certified Occupational Therapy Assistant program.

- C Certification as an Occupational Therapy Assistant from the National Board for Certification in Occupational Therapy (NBCOT).
- C Licensed by the California Board of Occupational Therapy to practice as a Certified Occupational Therapy Assistant (COTA).

**WORKING CONDITIONS (ENVIRONMENT) ;**

Is subject to inside and outside environmental conditions; may be required to use personal vehicle in the course of employment.

**PHYSICAL ABILITIES:**

Hearing and speaking to exchange information, seeing to read a variety of materials, bending at the waist, kneeling or crouching to assist students, require the ability to walk long distances, perform work which involves the frequent lifting, pushing and/or pulling of objects which may approximate 50 pounds and may occasionally weigh up to 100 pounds, sitting or standing for extended periods of time. Should an applicant require reasonable accommodation, the Director of Classified Personnel will consider that upon request.

**HAZARDS:**

May be required to work around foul odors, contact with dissatisfied or verbally abusive individuals.



TO: BOARD OF EDUCATION

ACTION/CONSENT

02/03/05

FROM: JOHN E. DEASY/RICHARD R. IDE

RE: REAPPOINTMENT OF PERSONNEL COMMISSIONER RUSSELL BARNARD

RECOMMENDATION NO. A.16

It is recommended that Russell Barnard be reappointed to the Personnel Commission for a three year term commencing December 1, 2004 and ending November 30, 2007. It is further recommended that this recommendation be submitted to Mr. Jack O'Connell, State Superintendent of Public Instruction, for formal appointment.

COMMENT: Commissioner Barnard, under provisions of Education Code §45244, "Merit System" is a well qualified Commissioner, in that he has amply met the requirements in the Education Code to be reappointed to the Personnel Commission. These requirements are: that he is a known adherent to the principle of the Merit System, which he has clearly demonstrated through meeting attendance and actions which support the Merit System and its operation.

Mr. Barnard was appointed to the Personnel Commission in March 2002, and has faithfully served the District in this capacity since his initial appointment. [The Personnel Commission has staggered terms. Mrs. Celia Carroll is up for reappointment in 2006 and Mrs. Pam Brady in 2005.]

Mr. Barnard has demonstrated his qualifications by meeting attendance, participation in the functions of the Personnel Commission, and knowledge of the Merit System and, therefore, meets all requirements for reappointment.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION  
FROM: JOHN E. DEASY/WINSTON A. BRAHAM  
RE: BUDGET ADJUSTMENTS

ACTION/MAJOR  
02/03/05

RECOMMENDATION NO. A.17

It is recommended that the Board of Education approve an increase to the General Fund - Unrestricted Budget in the amount of \$13,500 For the 2004-05 fiscal year, as detailed below:

- COMMENTS: 1. **Increase** the budget for Fiscal Services in a not-to-exceed amount of \$1,500 for an AB 1200 Actuarial Study for the District's dental benefit plan (Delta Dental).
2. **Increase** the budget for Facilities Management in the amount of \$12,000 to cover the costs of a Federally-mandated Hazard Mitigation Vulnerability Analysis and Program Plan. More information on this item is included in the following Board Item, ***Hazard Mitigation Vulnerability Analysis and Program Plan.***

MOTION MADE BY:  
SECONDED BY:  
STUDENT ADVISORY VOTE:  
AYES:  
NOES:

TO: BOARD OF EDUCATION

ACTION/MAJOR

02/03/05

FROM: JOHN E. DEASY/WINSTON A. BRAHAM

RE: APPROVAL OF HAZARD MITIGATION VULNERABILITY ANALYSIS AND PROGRAM PLAN

RECOMMENDATION NO. A.18

It is recommended that the Board of Education approve the Hazard Mitigation Vulnerability Analysis and Program Plan, at a not-to-exceed cost of \$12,000.

COMMENTS: The Santa Monica-Malibu Unified School District is Federally mandated to complete its Hazard Vulnerability Analysis and Program Plan, under the Disaster Mitigation Act of 2000 (Robert T. Stafford Disaster Relief and Emergency Assistance Act PL 93-288 & PL 100-707).

Staff recommends that this be completed as a multi-jurisdictional plan with Santa Monica College (SMC), a similarly situated public education institution that shares our common boundaries and hazards.

The required Analysis and Plan will be executed under the Joint Leadership of SMMUSD's Chief Financial Officer and SMC's Risk Manager, with the support of the sole source vendor, Dimensions Unlimited, a comprehensive emergency management specialist.

**NOTE:** A copy of the Plan is available for review in the Office of the Superintendent.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION  
FROM: JOHN E. DEASY/WINSTON A. BRAHAM  
RE: PLANNING FOR THE 2005-06 BUDGET

ACTION/MAJOR  
02/03/05  
**Revised from**  
**1/20/05**

RECOMMENDATION NO. A.

It is recommended that the Board of Education approve the following 2005-06 budget planning document, including the Budget Development Calendar.

COMMENT: SMMUSD's leadership is committed to a planning and implementation process that is careful, and one that is reflective of our charge to safeguard our District's resources and assure public trust.

MOTION MADE BY:  
SECONDED BY:  
STUDENT ADVISORY VOTE:  
AYES:  
NOES:



*Winston A. Braham  
Assistant Superintendent  
Fiscal, Business Services &  
Chief Financial Officer*

TO: Superintendent and Members of the Board of Education

FROM: Winston A. Braham  
Assistant Superintendent  
Fiscal, Business Services &  
Chief Financial Officer

RE: Superintendent's 2005-06 Budget Development Calendar and Related  
Issues (Budget Development Planning Document)

DATE: January 10, 2005

Proposal:

It is proposed that the Board continue utilizing the necessary adoption schedule for the budget development in the 2005-06 fiscal year. It is further proposed that the Board adopt the Budget Planning & Development Calendar for the 2005-06 fiscal year contained herein composed by the following recitals.

Background:

In order to move into the 2005-06 fiscal year in a well-planned, organized and purposeful manner, it is necessary for the District to comply with all established Ed Codes, applicable Government Codes and best financial practices. It is further necessary for the District to comply with the Board's wishes as it relates to the planning process for this upcoming and future fiscal years. While Districts are allowed to choose between two budget adoption schedules, given this District's "positive rating" for our 2004-05 1<sup>st</sup> Interim, it is recommended we continue using a Single Budget Adoption schedule in which the budget is adopted no later than July 1<sup>st</sup>, following public hearings.

Budget Implications:

The provisions of bills, such as Assembly Bill (AB) 1200, (AB) 2756 and the Williams Case and other unfortunate fiscal realities, will impact the budget development schedule. In addition, the special session of our legislators and LACOE demands, couple with policy changes at the Federal levels will all require sacrifices for this 2005-06 fiscal year and beyond.

Recommendations:

In order to provide an opportunity for Board Members, staff and the general public to review the State's Proposed Budget, and then make revisions as necessary to our District's official Final Budget, it is recommended that the District continue utilizing the adoption schedule that has been established prior to and leading into the upcoming 2005-06 fiscal year. It is therefore then also recommended that the Board adopt the following revised Budget Development Calendar for the 2005-06 fiscal year.

***Note: The 2005-06 School District Budget will be prepared under very tentative/uncertain conditions and will be subjected to constant changes, thus, this planning document, especially the calendar, is in no way static, but will instead likely be revised to respond to decisions at the State & Federal levels, standards & criteria adjustments of LACOE and the determined mission-critical needs of SMMUSD that will require routine budget/spending adjustments.***

WAB/dms

## SMMUSD 2005-06 BUDGET PLANNING GUIDE

### **Overview:**

The purpose of the Budget Planning Guide and Budget Development Calendar is to aid and/or facilitate the development of the District 2005-06 and subsequent Budgets. Contained in the budget planning guide and the Budget Development Calendar are details necessary for operational plan and information that will lead to a frugal and intelligent review and adoption process. Thus, it is necessary for us to structure a detailed process, which requires that every manager develop their budgets with more precision than in past years.

Therefore, to have a well-defined, sensible Budget, it will require full and complete cooperation of all key management staff and all individuals from the Board down to the field staff. It is very important that the various components of the Budget be developed in line with the fiscal reality of the State of California, and more particularly, with ~~Santa Monica-Malibu Unified~~ **our** School District's **ongoing** deficit **reduction** spending **culture plans**. This means that, even with significant revenue sources, we continue to have tremendous difficulty in controlling operational costs and expenditures that contribute to our ongoing "deficit spending".

As previously stated, the development of the 2005-06 Budget, though unfortunate, will be done under a State fiscal picture that is, at best, strained/painful. The only certainty that exists is that the legislators and California's fiscal condition will force us to look at developing and eventually adopting a budget that is "lean and mean", and tightly controlled as it relates to expenditures, with creation of new increased revenue sources and steep reduction in operational spending.

In order then to move toward a balanced Budget, it will be necessary for us to, among others:

- , Deal very carefully with the current policy to control enrollment which impacts ADA, our most significant single source of revenue; and,
- , That we identify every single position in the District, their appropriate funding source, and, where possible/appropriate, utilize multi-funded sources for those individuals who appropriately qualify. For example, Title I, Title II, etc. should be used in order to, as much as possible, remove the burden from the General Fund.

, Develop ~~and implement~~ an aggressive Programmatic Implementation Deficit Reduction Plan to include a Reduction in the rate of the Local General Fund Contribution (LGFC) to Special Education. This is to be accomplished without compromising our required service levels to our students and families.

, Complete a Comprehensive Debt Profile to identify opportunities to increase revenues connected to our Investment Instruments.



## BUDGET DEVELOPMENT RESPONSIBILITIES

In developing the 2005-06 budgets, the following individuals and/or offices will have budget development responsibilities, as follows:

**Board of Education** - Responsible for reviewing and making budgetary policy guidance adjustment, as necessary, to the proposed Budget and then adopting the preliminary and the Final Budget to include important policy decisions affecting Budget, cost-saving revenue enhancements and work simplification.

***NOTE: Board to refer to the Financial Oversight Committee (FOC) for consultation and advice at its pleasure.***

**Superintendent and/or Superintendent's Senior Cabinet** - Responsible for developing overall general broad goals of the District with financial implications and responsible for reviewing, and if necessary, revising the submitted budgets to fit within available resources and/or required federal and state compliance standards and guidelines. Once the Superintendent or Senior Cabinet establishes a proposed budget for the 2005-06 fiscal year, the Superintendent, during a timeline to be established, will present to the Board with initial review in closed session (since it could contain personnel cuts), and also for ease of approval process, secure concessions from the Board leadership in advance of this presentation, without necessarily violating the Brown Act or the public trust.

**Principals** - Responsible for preparing their General Fund component budget, categorical and specially-funded personnel and non-personnel component budget with as much precision as possible.

**Chief Financial Officer (CFO)** - Responsible for planning the general direction and overall coordination of the budget development process. Oversee the strategic identification of all major revenue and expenditure sources to include a Strategic Deficit Reduction Plan and key Fiscal Policy changes. Finally, implementation of cost containment strategies, required Actuarial Studies and expenditure & revenue policy and practices.

Assistant Superintendent/Chief of Staff and Director, Human Resources - Responsible for guiding staff in Human Resources for providing the necessary personnel information for the General Fund budget, assisting with the budgeting of categorical and specially-funded budgeted personnel, establish with precision District enrollment and staffing count/projection figures in a timely manner, and guide the completion of the Collective Bargaining Agreement Negotiations. The Chief of Staff and Human Resources Leadership are also responsible for jointly developing and overseeing of a creditable Position Control (PC) Program.

**Chief Academic Officer and/or Categorical Compliance Key Staff -**

Responsible for development of their respective personnel and non-personnel budgets as well as developing for and advising in all compliance requirements for the District's spending and budget development process as it relates to State and Federal funding sources. The Chief Academic Officer is also responsible for maintaining an accurate position control process for all instructional staff/FTEs. Present all proposed categorical and instructional program changes with full fiscal implications.

**Assistant Superintendent for Special Education -** Responsible for reviewing and/or analyzing existing special education needs and develop a budget that is both reflective of a **compassionate quality** service delivery model as well as one that reflects the general cost containment of today's budget environment. It will be necessary for the Assistant Superintendent for Special Education to make every attempt to be aware of and/or establish a baseline before developing the necessary special education budget for the 2005-06 fiscal year, meaning that it is extremely important that all outstanding debts and/or obligations that are related to special education should be cleared up and/or be established before the 2005-06 budget is put into place. Once that is completed, it is expected that the Assistant Superintendent for Special Education will become aware of the circumstances and the demands for special education and will, as a goal, limit/restrict/control the rate of increase of Local General Fund Contribution (LGFC) to Special Education support. Also, it is the responsibility of the Assistant Superintendent for Special Education to clarify and delineate/develop position controls wherever possible and procedures involving all the ancillary service departments that interact on a daily basis with special education. Also, of extreme importance is a process of reimbursing NPS, NPA, parents, legal service providers through a refined relationship with the Fiscal Services department.

**Director of Fiscal Services/Assistant Director of Fiscal Services**

- Responsible for providing fiscal information and projections as well as internal compliance responsibilities as are known for the development of the budget and for collecting and providing the necessary technical input on the required forms for both review and filing with LACOE and will also oversee the Data Entry processes with the Information Services section.

**Director of Purchasing & Warehouse -** Provide guidance and procurement counsel to staff in the implementation of the Procurement Freeze and carry out required controls, revise and develop those controls for all procurement and contracts to assure legal compliance, reduce District costs by taking

advantage of economies of scale, identify all capital equipment needs, related valuation and advise on capital equipment buy or lease. Also, complete Annual Audit inventory/evaluation and guide the procurement of professional services.

**District Office Level Administrators** - Responsible for developing their General Fund budget, non-personnel budget, and as necessary, categorical programs and other specially-funded programs.

**SMMUSD FEDERAL/STATE PROGRAM COMPLIANCE RESPONSIBILITY MATRIX**

<b>FEDERAL PROGRAMS</b>		
Resource	Program	Direct Supervisor
30100	Title I	Linda Kaminski
35500	VEAII Carl Perkins Vocational	Linda Kaminski/Rebel Harrison
37100	Title IV: Drug-Free Schools	Laurel Schmidt/Kathy McTaggart
40350	Title II-A: Teacher Quality	Donna Muncey
40450	Title II-D: EEET	Will Carey/Donna Muncey/Peter Zrinzo
41100	Title V: Innovative Strategies	Donna Muncey
42010	Title III: Immigrant Students	Peggy Harris
42030	Title III: LEP	Peggy Harris
56400	Medi-Cal	Laurel Schmidt
58100	Smaller Learning Communities	Donna Muncey/Ruth Esseln

<b>STATE PROGRAMS</b>		
60910	CalSafe	Judy Abdo
62670	NBCT	Susan Samarge
62860	ELAP	Peggy Harris
62960	School Library	Suzanne Peterson
63000	Lottery Instruction	Linda Kaminski/SMASH
64050	School Safety	Laurel Schmidt
66600	TUPE	Laurel Schmidt/Kathy McTaggart
70180	VAPA	Donna Muncey/Tom Whaley
70450	THIG	Donna Muncey/JAMS Science Magnet
70900	EIA	Peggy Harris
71400	GATE	Peggy Harris
71560	IMFRP Textbooks	Linda Kaminski & Sites
72300	Transportation - Regular	Winston Braham/Neal Abramson
72400	Transportation - Special Ed.	Winston Braham/Neal Abramson
72600	SIP K-6	Donna Muncey
72650	SIP 7-8	Donna Muncey
72710	PAR	Linda Kaminski
72800	BTSA	Donna Muncey/Jessica Rishe
73750	10 <sup>th</sup> Grade Counseling	Linda Kaminski & Sites

**GENERAL FUND BUDGETARY NOTES:**

All questions related to the budget development process should be directed to the individual leadership or the supervisor of the individual who is posing said question or request for clarification. For example, if the question related to the budget development process is posed by a member of a particular school site staff, then that particular question should be routed to the Principal and/or the person designated to handle budgetary/fiscal issues for said site. Should that individual become unable to respond to or answer said inquiry, then that individual is responsible for directing the inquiry to the CFO and /or the Assistant Director or Director of Fiscal Services for the appropriate advice.

***NOTE: All budget allocations are temporary and subject to change as the General Fund budget is developed and approved by the Board of Education.***

All enrollment projections used in the calculation of the 2005-06 Budget are, as indicated previously, the responsibility of the Assistant Superintendent/Chief of Staff and should indeed be based on a credible enrollment report. Therefore, the projections are subject to pending funding availability which could be increased or decreased accordingly.

**Reallocation of Dollars**

Within the impending fiscal constraints, the budget allocation from 2004-05 cannot simply be rolled into the 2005-06 Budget. All efforts will be made to prioritize/reallocate budget based on new priorities against approved established goals.

**Personnel-Related Budget Responsibilities**

The Assistant Superintendent/Chief of Staff has the overall responsibility for all General Fund budget-related personnel positions.

**Increases in Authorized Personnel**

No current staff has the authority to exceed the authorized personnel full-time equivalencies (FTEs); only the Superintendent and the Board of Education can approve increases in the authorized personnel FTEs. If the Board of Education grants the Superintendent and/or the Chief Financial Officer said responsibility, it will be constrained and limited by a known and/or well-defined dollar limit, not FTE limit.

### **Personnel Allocations**

Allocations for personnel have already been communicated, or soon will be, to the schools based on information gathered by the Independent Consultant during the January budget development initial planning site visits. A related process procedure is to be established by Human Resources to impact the Position Control process.

### **Required Justification/Approval for Increases**

All school sites and all departments or all Cost Centers must function for the 2005-06 fiscal year within the approved limits of the budgets. Any and all increases and/or changes must be justified, must be approved by the Superintendent, and must subsequently be submitted to the Board of Education for their approval. This will not be limited or intended to exclude overtime for special events. All known special events should be projected based on the current 2004-05 fiscal year or historical and/or reasonably anticipated programs. This will also relate to Maintenance and Operations (M&O) which should, as much as possible, be approved through and in concert with the Director and/or Assistant Director of Facilities Management.

### **Independent Responsibility**

No individual, outside of the CFO and/or the Superintendent/Director of Purchasing & Warehouse, shall retain independent responsibility for the selection of vendors and/or the approval of a contract for professional services or for the procurement of tangible goods that are at and/or exceed the required bidding levels. As required, exceptions will be granted only in consultation with the Director of Purchasing & Warehouse and LACOE.

### **Mileage**

All mileage reimbursement for the 2005-06 fiscal year will be reimbursed at \$.405 per mile and shall be approved only if said travels are required, approved and are calculated from your administrative base site address.

### **Conferences & Travel**

For budget purposes, a daily meal per diem or hotel cost shall not exceed/will be in line with General Government Standards Accounting (GSA) guidelines. Additionally, all travel and conferences must be in line with the priorities established for the particular site or department and must be approved by the most senior administrator responsible for the site and/or the department. For example, a Principal must have all conference and travel requests approved by the Chief Education Officer prior to final approval by the CFO. All conference and travel must

again be in line with the priorities established by the District. Any conference and travel requests that are not in line with the priorities established by the District are at the discretion of his or her supervisor and will be subjected to the availability of staff coverage and based on the availability of budgeted funds.

***NOTE: For any and all conferences that are being presented at multiple sites, the supervisor must authorize attendance to the conference closest to the School District. No out of town conference will be approved if it is being offered locally. No conferences will be approved for locations outside the continental United States without the specific and advance approval of the Board.***

#### **Dues and Memberships**

The District will only pay for institutional memberships provided the organization, association, etc. is approved by the Board of Education and the respective budget managers have the required funds within their component budget to become responsible for assuming said memberships.

**2005-06 BUDGET PLANNING DOCUMENT TO INCLUDE  
BUDGET DEVELOPMENT CALENDAR  
& PERMIT POLICY REVISIONS**

- G **October, 2004 - Ongoing** - Systematic/clean-up all outstanding old/aged Accounts Payable debt reimbursements to parents, Non-Public Schools (NPS), Non-Public Agencies (NPA) and other related Special Education Vendors.
- G **October, 2004** - Complete and present Beginning Balance adjustments and First Interim Report, file with LACOE and present to Board for public discussion and adoption.
- G **October, 2004** - Complete State-required AB1200 for solvency certification, file with LACOE and present for Board action prior to adoption of SEIU new Agreement which includes personnel pay increases for the Fiscal Year of 2004-05.
- G **October-December, 2004** - Superintendent and Senior Cabinet to develop and present all 2005-06 major District goals and objectives having financial implications to the Board for public hearing, followed by adoption by the Board.
- G **December, 2004 - Ongoing** - Initiate an aggressive Workers' Compensation Case Review Process and settle where possible all aged outstanding chronic cases to include indemnity only cases, and secure Compromise & Release [C&R] jointly with the voluntary resignation of chronic/abusive Workers' Compensation filers.
- G **January, 2005** - Issue General Fund spending overtime/hiring and procurement freeze. Develop guide document with exceptions required controls and justification.
- G **January, 2005** - Complete school site meetings between Fiscal Services representative and site Principals to collect all ADAs/FTEs projections by funding source, all planned major expenditures, projections of all FTEs and/or hours of FTE increases beyond the 2004-05 budget levels.
- G **January, 2005** - Develop for Board review and approval of the new Gift/Equity calculation methodology, standards and intake accounting document.
- G **January, 2005** - Develop a Retirement strategy for District Certificates of Participation (COPs), 1997 Series A, and complete analysis recommendation to Board whether to continue participation or retire said investment instrument. Subsequent to Board approval for payoff, complete necessary filing with Escrow Servicing Agency & LACOE and execute payoff.



- G **January, 2005** - Establish Risk Management Retrospective & General Liability Premium Cost for 2005-06.
- G **January 7, 2005** - Complete and file with LACOE P-1 Attendance Report to cover the period from the first day of school, September, 2004 to December 17, 2004.
- G **January-February, 2005** - Preliminary overview hearing of Governor's Proposed Budget to determine its impact of SMMUSD's 2005-06 fiscal condition.
- G **January-February, 2005** - Complete identification of all current and projected multi-year Capital Programs and major budget/items with corresponding approved funding sources.
- G **February, 2005** - Initiate/develop and formalize with consensus, District's "position" for upcoming negotiations with Collective Bargaining unit(s).
- G **February, 2005** - Complete final design revisions of all 2005-06 budget intake documents and/or worksheets.
- G **February, 2005** - Meet with and present for review the necessary relevant planning instruments and outline for the 2005-06 fiscal year to the Financial Oversight Committee. **Protocol pending.**
- G **February, 2005** - Board review of programs recommended by staff for elimination and/or enhancement for the 2005-06 FY (Fiscal Year) and if any impact on FTE count.
- G **February, 2005** - Complete District Portfolio Debt profile to include economic modeling of key long-term revenue sources followed by presentation to Board.
- G **February 15, 2005** - Finalize supplemental funding agreement between the City of Santa Monica and the Santa Monica-Malibu Unified School District, "Book" revenue and file with LACOE.
- G **February 15, 2005** - Refine ADA Revenue Limit Calculation methodology modeling and complete enrollment projections, and initiate strategy discussion with the Board for establishment of Strategic Permit Controls in order to maintain break-even ADA/Revenue Limit.
- G **February 25, 2005** - Identify (include creation of new source) all major revenue sources outside of ADA and other pupil-generated revenues to include major grants.

**NOTE: By February, 28, 2005 (Date & Time TBD) - SMMUSD CFO will convene a 90-minute Budget Development familiarity session with SMMUSD Key Staff and leadership of our collective bargaining units.**

G **March, 2005** - Completion, filing and Board adoption of the District's 2<sup>nd</sup> Interim Report.

G **March, 2005** - Notification to Certificated Staff that are to be phased out and/or reassigned, if any, as a result of 2005-06 Deficit. **Notification must be communicated in writing on or prior to 3/15/05.**

**NOTE: Reductions impacting Classified positions will require at least a 45-day notice in compliance with the State Law or SEIU's Bargaining Agreement terms.**

G **March, 2005** - Development of baseline budget for unrestricted funding sources, including prioritization and components of the budget in accordance with District goals **to include District Proposed FTE Budget include Public Comments.**

G **March 7, 2005** - Special Education Contribution: Establishment of Strategic Plan to reduce rate of increase of Local General Fund Contribution (LGFC).

G **March 7, 2005 or with 2<sup>nd</sup> Interim (Whichever is First)** - Development of a broad Multi-Year Strategic Deficit Reduction Plan.

G **March 15, 2005** - Complete analysis of all categorical and special funding programs, identify major objectives and align those objectives with their respective categorical and special funding sources.

G **March 17, 2005 - Submission of 2<sup>nd</sup> Interim Report to the Board for discussion and adoption.**

**NOTE: By the end of March, 2005 (Date & Time TBD) - SMMUSD CFO will convene a 90-minute Budget Development familiarity session with SMMUSD Key Staff, parents, community groups and other interested members of the public.**

G **April, 2005** - Complete required AB1200 Actuarial Analysis for District Dental Plan.

- G **April 21, 2005 or as Required by LEA** - Presentation to the Board of Projection of ADA Revenue Limit for 2005-06 and multi-year Budget.
- G **April 22, 2005** - Complete and file with LACOE P-2 Attendance Report and Class-Size Reduction report to cover the period from first day of school, September, 2004 to March, 2005.
- G **By End of April, 2005** - Complete analysis of PERS medical care costs versus that of Blue Cross, Blue Shield, Aetna, PacifiCare and Kaiser in advance of PERS annual rate increase notices, targeted/ projected for June, 2005 to include employee health benefits utilization trends.
- G **May, 2005** - To reduce expenditure "Rollovers", complete all 2004-05 procurement of services and/or goods by May 15, 2005 in order to complete receipt and payables to vendors (expensed) by the end of business on June 30, 2005.
- G **May 5, 2005 (If available)** - Review of State's "May Revise" for re-evaluation of the District's 2005-06 Budget plans.
- G **May, 2005** - Final layoff notices, if any, to certificated and classified staff.
- G **May, 2005** - ~~Public Hearing to approve~~ **Approve** CPI-U increase to Measure "Y" parcel tax. **Public Hearing.**
- G **May 19, 2005** - Presentation of initial/**preliminary** 2005-06 Budget to Board. **for**
- G **May-August, 2005** - Begin Measure "S" Senior Exemption from Parcel Tax process, including **placing of public notice ads,** mailing of applications/renewal forms, verifying proofs of age and property ownership, compiling responses in database and forwarding exempted parcel numbers to Los Angeles County Assessor's Office by first week in August, 2005.
- G **June 2, 2005** - Begin final study sessions and hearing on budget development/implementation to include public comments.
- G **June 16, 2005** - Final Board Meeting to adopt the 2005-06 Budget. **Public Hearing.**

- G **June, 2005** - Final layoff notices, if any, to Administrators.
- G **July, 2005** - In accordance with the State's constitution Government requiring budget adoption by the State, the Santa Monica-Malibu Unified School District will review last-minute revenue changes and their impact on its budget, determine and accomplish, if any, adjustments.
- G **July, 2005** - Complete preliminary closure of expenditures, "close books" on 2004-05 budget year, identify all "Carryover", "Rollover" monies and identify related Accrual amounts.
- G **August, 2005** - In accordance with State laws, the District begins to amend its Adopted Budget to comply with the 45-day rule from the date the State adopted its Budget. This revision is the final important step in determining the real 2005-06 expenditure plans.
- G **August-September, 2005** - The Santa Monica-Malibu Unified School District begins the final process of closing the District books for prior year's revenue and expenditures and begins to establish final year-end budget balances and final adjustments to the 2005-06 Budget.
- G **Fall, 2005** - Receipt of the Calculated/ Certification of Income the District will receive for District categorical programs, both continuing and new.

***Note of caution: Until the certifications are received, categorical or restricted expenditures are based on the best projections of income only.***

- G **September, 2005** - Complete Unaudited Actual Financial Report, file with LACOE and present to Board for public discussion and adoption.
- G **October, 2005** - Submission of Unaudited Actual Financial Report and the final 2005-06 Adopted Budget adjustments.
- G **November, 2005 December, 2005 - On or before December 15, 2005, Completion, filing and ~~Board adoption of the District's 1<sup>st</sup> Interim Report.~~ presentation of District's 2005-06 1<sup>st</sup> Interim Report for review and adoption by the Board.** **Public Hearing.**

- G **December, 2005-January, 2006** - Completion and filing of the Independent Audit Report [CDE, State Controller's Office, LACOE] and Board discussion at the first meeting in January. **Public Hearing.**
- G **January, 2006** - Review and adoption of the Budget Planning document for subsequent fiscal years.

***NOTE: During the review and discussion phase of this planning document, the Board shall, at its discretion in consult with the Superintendent and the CFO, determine the number and timing of public hearings and press releases.***

<b>SCHEDULE OF IMPORTANT BOARD MEETING DATES</b>		
<b>Date</b>	<b>Topic</b>	<b>Time</b>
<b>March, 2005</b>	<b>Proposed 2005-06 Budget</b>	
<b>March 17, 2005</b>	<b>2<sup>nd</sup> Interim Report</b>	
<b>April 21, 2005</b>	<b>ADA Revenue Limit Projections &amp; Multi-Year Budget</b>	
<b>May 5, 2005</b>	<b>Review of State's "May Revise"</b>	
<b>May, 2005</b>	<b>CPI-U Increase to Measure "Y" Parcel Tax Public Hearing</b>	<b>8:00 pm</b>
<b>May 19, 2005</b>	<b>Preliminary 2005-06 Budget</b>	
<b>June 2, 2005</b>	<b>Final Study Sessions on 2005-06 Budget</b>	
<b>June 16, 2005</b>	<b>Adopt 2005-06 Final Budget Public Hearing</b>	<b>8:00 pm</b>
<b>On or Before Dec. 15, 2005</b>	<b>2005-06 1<sup>st</sup> Interim Report</b>	
<b>Dec., 2005 - Jan., 2006</b>	<b>2004-05 Independent Audit Report</b>	

***NOTE: With the exception of March 17, 2005 and June 16, 2005, above-listed dates are all tentative, based on our best available information at this time. The schedule could be modified as a result of events generated by the ongoing Budget debate in Sacramento and/or at the discretion of the Board of Education. In every and all cases, however, we will produce notification of these changes in a timely manner, consistent with the Brown Act.***

*02-03-05Bud.wpd*

TO: BOARD OF EDUCATION ACTION/MAJOR  
02/03/05  
FROM: SUPERINTENDENT/LINDA KAMINSKI/TOM WHALEY  
RE: APPROVAL OF PRE-K-12 VISUAL AND PERFORMING ARTS EDUCATION  
PLAN

RECOMMENDATION NO. A.20

It is recommended that the Board of Education approve the Pre-K-12 Visual and Performing Arts Education Plan for the year 2004-2013.

BACKGROUND INFORMATION

In the Fall of 2003, Santa Monica-Malibu Unified School District was selected by the oversight commission of the Los Angeles County Regional Blueprint for Arts Education: Arts For All as one of five Vanguard Districts in the County. Each Vanguard District was responsible for developing a Board Policy Statement regarding arts education and a PreK-12 standards-based arts education plan.

Chair and Co-chairs were named and a District Arts For All Committee comprised of educators, parents, local artists, community stakeholders was formed. The California Alliance For Arts Education (CAAE) contributed a coach to guide facilitation and leadership training.

The Arts For All Committee met for 18 months during which time the committee developed the revised Board Policy on Arts Education (already adopted by the Board on 12/9/04), assessed the current status and funding of district-wide arts programs, identified areas of need in arts programs, created a Pre-K-12 standards-based Arts Education Plan and timeline and determined the funding costs.

Copies of the plan have been made available to the Board of Education. Copies will be available at the meeting and are available for review in the Educational Services Office and Superintendent's office.

MOTION MADE BY:  
SECONDED BY:  
STUDENT ADVISORY VOTE:  
AYES:  
NOES:

TO: BOARD OF EDUCATION

ACTION/MAJOR

02/03/05

FROM: SUPERINTENDENT/LINDA KAMINSKI/TOM WHALEY

RE: ACCEPTANCE OF ARTS FOR ALL FUNDING FOR PRE-K-12 VISUAL  
AND PERFORMING ARTS EDUCATION PLAN

RECOMMENDATION NO. A.21

It is recommended that the Board of Education accept funding from the Arts For All pooled funds whose members include EIF, Sony, Warner Bros., JP Morgan chase, CAA and others and match these funds with the same amount from district funds for the 2005-2006 and 2006-2007 school years.

This combined funding would amount to a total of \$120,000 over two years and would fund year two and year three of phase I of the Pre-K-12 Visual and Performing Arts Education Plan which spans the years 2004-2013.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:



TO: BOARD OF EDUCATION

ACTION/MAJOR

02/03/05

FROM: SUPERINTENDENT/LINDA KAMINSKI/CINDY ATLAS

RE: APPROVAL OF SPECIAL EDUCATION CONTRACTS

RECOMMENDATION NO. A.22

It is recommended that the Board of Education approve the following Special Education Contracts for fiscal year 2004-2005 as follows:

**NPS/NPA**

**2004-2005 Budget 01-65000-0-57500-11800-5825-043-1400**

<b>Nonpublic School/Agency</b>	<b>Student DOB</b>	<b>Service Description</b>	<b>Contract Number</b>	<b>Cost Not to Exceed</b>
New Haven Youth & Family Services, Inc.	12-04-89	NPS 01/05 - 06/05	#76	\$ 11,809
Westview School	03-29-91	NPS 12/04 - 06/05	#77	\$ 18,247
Augmentative Communication Therapies	08-14-93	NPA - Speech 10/04 - 06/05	#128	\$ 7,590
Child Counseling & Behavior Therapy Clinic, Inc.	10-20-92	NPA - Behavior Therapy 10/04 - 02/05	#129	\$ 31,824
Child Counseling & Behavior Therapy Clinic, Inc.	08-14-93	NPA - Behavior Therapy 10/04 - 02/05	#130	\$ 29,886
Kelter Center	01-03-91	NPA - Reading 01/05 - 06/05	#131	\$ 21,400
LOVASS/Life	03-09-99	NPA - Behavior Therapy 09/04 - 06/05	#132	\$ 49,725
Smart Start Preschool	04-08-93	NPA - Behavior Therapy 09/04 - 04/05	#133	\$ 20,880
Therapy West, Inc.	02-09-95	NPA - OT 1/05 - 06/05	#134	\$ 1,020
Frostig Center	02-10-97	NPS - add a.p.e.	#8 UC05034	\$ 2,850
<b>Contract Increase</b>				

Nonpublic School/Agency	Student DOB	Service Description	Contract Number	Cost Not to Exceed
Elliott Institute <b>Contract Increase</b>	05-21-91	NPA - Speech	#114 UC05327	\$ 8,093
LINKS Sign Language Interpreting Servcices <b>Contract Increase</b>	02-08-91	NPA - interpreting services	#62 UC05203	\$ 11,310
LINKS Sign Language Interpreting Servcices <b>Contract Increase</b>	Various	NPA - interpreting services	#76 UC05236	\$ 400

**Amount Budgeted NPS/NPA 04/05** \$ 3,600,000  
**Prior Board Authorization as of 01/20/05** \$ 3,402,332  
**Balance** \$ 197,668  
  
**Positive Adjustment** \$ 76,281  
**(See attachment)** \$ 273,949  
  
**Total Amount of these Contracts** \$ 215,034  
  
**Balance** \$ 58,915

**\*Prior Year Authorization (01-22-04) \$2,912,297**

<b>Adjustment</b>					
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 2004-05 in the amount of \$ <b>76,281</b> as of February 3, 2005.					
Nonpublic School/ Agency	Service Description	Contract Number	Reduce (R) Eliminate (E)	Adjusted Amount	Comment
Aspen Ranch	NPS	#1 UC05027	E	\$ 39,436	Student no longer in District. (Moved to LAUSD).
Kayne-Eras Center	NPS	#17 UC05043	E	\$ 36,845	Student transfered to another NPS.

**Instructional Consultants**

**2004-2005 Budget 01-65000-0-57500-11800-5802-043-1400**

<b>Instructional Consultant</b>	<b>Student DOB</b>	<b>Service Description</b>	<b>Contract Number</b>	<b>Cost Not to Exceed</b>
Alla Jariabek	10-16-00	Instr.Consultant - Occupational Therapy 01/05 - 06/05	#69	\$ 4,800
Cynthia D. Ferber	07-13-96	Instr.Consultant - Recreation Therapy	#70	\$ 450
Deborah Bohn	10-20-00	Instr.Consultant - Physical Therapy Evaluation 01/05 - 06/05	#71	\$ 300
Deborah Bohn	12-05-94	Instr.Consultant - Physical Therapy Evaluation 01/05 - 06/05	#72	\$ 300
Katherine Cordova	10-12-98	Instr.Consultant - Speech Services 01/05 - 06/05	#73	\$ 3,500
Koegel Autism Consultants - Dr. Lynn Koegel	11-13-93	Instr.Consultant - Behavior Therapy 2/05 - 6/05	#74	\$ 8,750
Lindamood-Bell	04-08-93	Instr.Consultant - Ed Therapy services 1/05 - 6/05	#75	\$17,380
Trang Nguyen	07-03-93	Instr.Consultant - Vision Assessment 01/05 - 06/05	#76	\$ 500
Trang Nguyen	03-22-95	Instr.Consultant - Vision Therapy 01/05 - 06/05	#77	\$ 960
Kimberly Hiddleson	02-16-96	Instr.Consultant - Auditory-Verbal Therapy	#59 UC05343	\$ 1,920

<b>Amount Budgeted Instructional Consultants 04/05</b>	<b>\$ 400,000</b>
<b>Prior Board Authorization as of 01/20/05</b>	<b>\$ 355,798</b>
<b>Balance</b>	<b>\$ 44,202</b>
 <b>Total Amount of these Contracts</b>	 <b>\$ 38,860</b>
 <b>Balance</b>	 <b>\$ 5,342</b>

**Non-Instructional Consultants**  
**2004-2005 Budget 01-65000-0-57500-11800-5890-043-1400**

<b>Non-Instructional Consultant</b>	<b>Student DOB</b>	<b>Service Description</b>	<b>Contract Number</b>	<b>Cost Not to Exceed</b>
Parent Reimbursement	04-08-88	Non-Instr.Consultant - Parent reimbursement for travel to NPS school for school year 2004-2005.	#27	\$ 850
Parent Reimbursement	04-23-98	Non-Instr.Consultant - Outside services for 2004-2005 school year.	#28	\$ 19,265
Parent Reimbursement	05-09-89	Non-Instr.Consultant - Parent reimbursement for travel to NPS school for school year 2004-2005.	#29	\$ 378

<b>Amount Budgeted Instructional Consultants 04/05</b>	<b>\$ 200,000</b>
<b>Prior Board Authorization as of 01/20/05</b>	<b>\$ 155,702</b>
<b>Balance</b>	<b>\$ 44,298</b>
 <b>Total Amount of these Contracts</b>	 <b>\$ 20,493</b>
 <b>Balance</b>	 <b>\$ 23,805</b>

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:

TO: BOARD OF EDUCATION

ACTION/MAJOR

02/03/05

FROM: JOHN E. DEASY

RE: ADDITIONAL APPOINTMENTS/REPRESENTATIVES TO THE  
AD HOC FACILITIES COMMITTEE

RECOMMENDATION NO. A.23

It is recommended that the Board of Education appoint the following individuals to the Ad Hoc Facilities Committee:

Craig Hamilton	Special Education DAC Representative
Gleam Davis	Child Development Services - Representative
David Reznick	Malibu Representative

COMMENT: At the meeting of December 9, 2004, the Board of Education appointed members to the Ad Hoc Facilities Committee. The Board directed that one representative from the Special Education District Advisory Committee and Child Development Services be seated on the committee.

Mr. Reznick served on the Proposition X Oversight Committee and as a representative from Malibu. Staff recommends that Mr. Reznick also be appointed to the Ad Hoc Facilities Committee.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/MAJOR

02/03/05

FROM: JOHN E. DEASY

RE: AMEND BOARD OF EDUCATION MEETING SCHEDULE FOR 2004-05

RECOMMENDATION NO. A.24

It is recommended that the Board of Education amend the meeting schedule as follows:

Add meetings:

February 5, 2005

9 a.m.

District Office

Board Retreat (Closed Session)

Workshop (Public Session)

- Reflections/Directions on New Small Schools
- Setting the Agenda and Direction for District Advisory Committees

February 22, 2005

7 - 8:30 p.m.

District Office

Middle Math Workshop

June 30, 2005

7 p.m.

District Office

Additional Meeting

This additional meeting will allow staff to complete more district business prior to August 4, 2005, the date of the next regular meeting. Typically, there are no Board meetings in July.

COMMENT: Staff has scheduled additional meetings to meet the needs of the District and requests by the Board of Education. As staff moves through the Budget process, it may be necessary to make additional amendments to the schedule. In that case, the item will be brought to the Board for formal approval.

MOTION MADE BY:

SECONDED BY:

STUDENTS ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION  
FROM: SUPERINTENDENT/LINDA KAMINSKI  
RE: THE MET-SANTA MONICA CHARTER

DISCUSSION  
02/03/05

DISCUSSION ITEM NO. D.1

It is recommended that the Board of Education approve the Met Santa Monica Charter pursuant to Education Code Section 47605 to enable the creation of The Met-Santa Monica High School.

COMMENT: The revised charter petition addresses changes previously requested by the Board of Education including: a letter from the University of California (UC) system, supporting the college readiness this school program provides students, a balanced budget as of 2006 and a no cost agreement regarding facilities. Conversations have taken place with Santa Monica College to house this charter on the campus at Santa Monica College. Approval of this charger should be contingent to a final agreement with Santa Monica College regarding the location.

Representatives last appeared before the Board at the April 1, 2004 meeting at which time it was mutually agreed to postpone action on the charter to allow time for legal counsel review and for the petitioners to address several requests from the Board of Education.

The Met-Santa Monica Charter is included as part of this agenda as Attachment #1

MOTION MADE BY:  
SECONDED BY:  
STUDENT ADVISORY VOTE:  
AYES:  
NOES:

TO: BOARD OF EDUCATION

DISCUSSION

02/03/05

FROM: BOARD OF EDUCATION

RE: MASTER FACILITIES USE AGREEMENT BETWEEN THE CITY OF  
SANTA MONICA AND THE SANTA MONICA-MALIBU UNIFIED SCHOOL  
DISTRICT

DISCUSSION ITEM NO. D.2

It is recommended that the Board of Education approve the Master Facilities Use Agreement between the City of Santa Monica and the Santa Monica-Malibu Unified School District for the term of five years beginning July 1, 2004 and ending on June 30, 2009.

COMMENT: This agreement formalizes the discussions between the City of Santa Monica and the School District whereby the City will pay the District \$6,000,000 for the use of facilities by the City for programs and projects. The agreement stipulates that the Agreement, by mutual consent, may be extended for up to two additional 2.5 year terms.

It is intended to return this Agreement to the Board of Education for Action at the regular meeting of February 17, 2005.



## MASTER FACILITIES USE AGREEMENT

THIS MASTER FACILITIES USE AGREEMENT (“Agreement”) is entered into this \_\_ day of \_\_\_\_\_, 2005, by and between the CITY OF SANTA MONICA, a municipal corporation and charter city (“the City”), and the SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT, a unified school district (“the District”), each duly organized and existing under the laws of the State of California.

### RECITALS:

- A. For many years, the City and the District have worked together to promote the health and welfare of the community’s children and youth by providing recreational opportunities and programs which foster good citizenship.
- B. Many of the City’s projects and programs for children, youth and their families take place at public parks, playgrounds, play fields, and other City-owned recreational facilities.
- C. However, the City’s playgrounds, play fields, and recreational facilities are limited in size and are not sufficient to accommodate all of the current recreational needs of the community’s children and youth and their families.
- D. Opportunities to create new parks and recreational facilities are limited because the City’s total land area is very small – approximately eight square miles – and the City is fully built-out.
- E. Additionally, land values are very high within the City and are rising.
- F. The District owns and operates school sites within the City which include playgrounds, play fields, recreational facilities and buildings which are under-utilized during non-school hours.
- G. The City and District desire to enter into a master agreement which will allow the City to use school facilities within the City to meet certain recreational and other needs during hours when the facilities are available for City use and will allow the District to benefit from the City’s use of the facilities through the generation of revenues for the maintenance of the District’s education programs.
- H. It is the intent of the City and the District to maximize the exchange of value – community use of District facilities within the City and revenue flow to the District.
- I. It is recognized by the City and the District that new and ongoing resources are desired and necessary to fully support the strategic plan(s) and the community’s expectations of both organizations.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. TERM.

The term of this Agreement shall be five years commencing on July 1, 2004, and ending on June 30, 2009, unless otherwise terminated pursuant to this Agreement.

By mutual agreement the City and District may extend the Agreement for up to two additional 2.5 year terms.

2. SUPPLEMENTAL USE AGREEMENTS.

Supplemental Use Agreements, governing specific programs and projects, are contemplated by the parties and shall be executed pursuant to this Master Facilities Use Agreement. This provision shall not be construed to prevent the City and the District from entering into other agreements relating to school sites and facilities within the City not specifically mentioned herein, or as the parties may desire.

3. PREMISES.

The premises governed by this Agreement (“the Premises”) shall consist of playgrounds, play fields, and structures at the District’s school sites in Santa Monica. The particular facilities which the City will use at each site shall differ for each program or project and shall therefore be specified in Supplemental Use Agreements governing specific programs and projects operated by the City on District property. However, in general, in making its facilities available pursuant to this Agreement and the various Supplemental Use Agreements, the District shall give the City priority over other non-District users.

4. USE OF PREMISES.

The Premises shall be used by the City to provide supervised and unsupervised recreational opportunities, child care, enrichment classes, and other services. Specific programs and projects shall be governed by Supplemental Use Agreements.

5. COMPENSATION.

A. The City shall pay the District for use of the Premises described in this Agreement initial Annual Base Payments totaling Six Million Dollars (\$6,000,000). Payment shall be made in two equal installments, one half by December 31<sup>st</sup> and one half by June 30<sup>th</sup>. In determining compensation, the City and District have not appraised the value of the Premises and do not assert that \$6,000,000 represents the precise value of the facilities the City may access under this Agreement. The parties expressly note the terms of this Agreement can be amended or modified at any time by written agreement of the parties. During the term of this Agreement, the base payment may be adjusted as described below in this Section 5.

B. Adjustments Based on the Consumer Price Index. Annual Base Payments will be adjusted by the Consumer Price Index for all urban wage earners and clerical workers for LA/LB SMSA (CPI), as measured from February to February with a minimum 2% and a maximum 4% adjustment.

C. Adjustments Based on Facility Use and Revenues.

- (1) In January 2007 the parties will convene an adjustment conference to assess the state of community use of the Premises and the fiscal status of the two organizations with the objective of adjusting the current payments for the use of said facilities upward or downward by a maximum of \$1,000,000.00, or holding payments constant for 2007/2008. The adjustment conference participants (“conferees”) will consist of the following persons: the City Manager, Superintendent of Schools, the Finance officers of both the City and the District, the Mayor, and the School Board President. The conferees will participate in the adjustment conference with the objective to have recommendations before the City Council and School Board by March 1, 2007.
- (2) In assessing the fiscal status of the City in order to establish the payments for the use of the Premises, the total of the following “Big Eight” General Fund revenue sources will be used: 1) property tax, 2) sales tax, 3) utility users tax, 4) transient occupancy tax (TOT), 5) business licenses tax, 6) real property transfer tax, 7) parking facilities tax, and 8) fines/forfeitures.
- (3) If the cumulative growth of the actual “Big Eight” revenues (see subsection (2) above) over the two-year period 2004/2005 and 2005/2006 exceeds the increase of CPI by 4% and the increase in each of those years exceeds the CPI by at least 1.25%, the conferees will discuss adjusting the base payments by an additional  $\frac{3}{4}$  of 1% of the average of the actual “Big Eight” revenues for 2004/2005 and 2005/2006 by a maximum of \$1,000,000.00 effective 2007/2008. While the result of the discussions cannot be predetermined, the conferees will be mindful of the intent of this Agreement in approaching the discussion.
- (4) If the actual cumulative growth of the revenue sources found in the “Big Eight” exceeds CPI but does not reach the level specified in subsection (3), above, the conferees will discuss whether to recommend if there should be any adjustment to base payments above that specified in Section B above. While the result of the discussions cannot be predetermined, the conferees will be mindful of the intent of this Agreement in approaching the discussion.
- (5) If the actual cumulative growth of the revenue sources found in the “Big Eight” does not increase by at least CPI in 2004/2005 and 2005/2006, the conferees will discuss whether: 1) base payments should be held constant, 2) the CPI contemplated in Section B, above, withheld, or 3) base payments reduced by some amount which in no case would exceed \$1,000,000.00. While the result of the discussions cannot be pre-determined, the conferees will be mindful of the intent of this Agreement in approaching the discussion.

(6) In January 2009, the adjustment conference described above will be convened to assess the state of community use of the Premises and the fiscal status of the two organizations and discuss whether this Agreement should be extended for an additional 2.5 years, using the formula described in subsections (3) and (4) above to set the 2009/2010 base payments, except that the \$1,000,000.00 maximum will be adjusted for the change in CPI since the 2007/2008 adjustment, providing a new maximum cap on any adjustment. Should the second contract extension option be exercised, the same process would be followed to set the 2012/2013 base.

(7) Notwithstanding the foregoing provisions of Section 5.C., if in each of any two consecutive fiscal years over the term of this Agreement the actual growth of the total "Big Eight" revenues exceeds 7.5%, the conferees will meet in January to discuss adjusting payments above the then applicable cap effective July 1 of the same calendar year. If in each of any two consecutive fiscal years over the term of this Agreement the actual revenue from the total "Big Eight" revenues declines by 7.5%, the City may convene the conference to discuss temporarily suspending this Agreement.

6. RESPONSIBILITIES OF THE PARTIES.

- A. The City's Director of Community and Cultural Services shall be responsible for the direction and supervision of the City's programs and projects on the Premises.
- B. The Superintendent of the District or his or her designee, and the Director of Community and Cultural Services, or his or her designee, shall jointly establish a Master Calendar for the City's use of the Premises for the ensuing fiscal year no later than the 1<sup>st</sup> day of July of each year. Revisions may be made throughout the year upon mutual agreement of the Superintendent of District and the Director of Community and Cultural Services.
- C. The District shall ensure that clean and conveniently located restroom facilities are open and available for use by participants in all City operated programs and projects.
- D. Responsibility for maintenance, repairs, custodial services, utility payments, staffing and security relating to the City's use of the Premises for particular programs and projects shall be specified in Supplemental Use Agreements.
- E. The District's responsibility for providing equipment and improvements for specific City programs and projects shall be specified in Supplemental Use Agreements. Except as so specified, necessary improvements and equipment shall be purchased, owned, installed, maintained and repaired by the City.

7. ACCOUNTABILITY.

The parties agree that the best interests of the public will be served if the benefits of this Agreement as well as the financial status of the two organizations are well understood. To that end, the City Manager and Superintendent will prepare an annual report on the status of this Agreement for presentation to the City Council and Board of Education in conjunction

with the annual budget cycles of the organizations. The City and the District will make the annual report and their proposed and adopted budgets available at public libraries and on-line and will continue to seek ways to make complex financial information more understandable to the community. Both organizations will observe the provisions of the Brown Act in regard to this Agreement, as in all matters of governance subject to the terms of the Act. The District will continue to benefit from the advice of its Financial Oversight Committee during the term of this Agreement.

8. TERMINATION OF RIGHTS.

The City and the District may mutually agree to terminate this Agreement. In that event, District shall have the option of purchasing from the City, all or any part of the fixed improvements, of any kind or nature whatsoever, installed by the City on the Premises. In the event the District elects not to purchase all, some or any of said improvements, the City shall remove those items not purchased from the Premises. In such event, the City shall restore the grounds in the area of such removal operations to a neat, clean and acceptable condition.

In the event the District intends to dispose of the Premises, the City shall have the right of first refusal to purchase or lease said site or facility to the extent permissible by law. Any such purchase shall be at a price negotiated by the parties or, if the purchase is pursuant to the Naylor Bill or any state law providing City the right to purchase District land at a price other than fair market value, then at such price as is determined using the provisions of state law. The City shall provide written notice to the District of its intent to purchase or lease the Premises, or any part thereof, pursuant to this Section within 90 days of agreement to terminate, or within such other time as is required by state law if the Premises is purchased pursuant to state law.

The City and District understand that if any initiative is approved by the voters that would adjust or amend the City Charter for the purposes of funding educational programs, this Agreement is no longer binding.

9. MUTUAL INDEMNIFICATION.

A. Indemnification by the District. The District hereby agrees to defend, indemnify and hold harmless the City of Santa Monica, its City Council, boards and commissions, officers, agents, employees, and volunteers (collectively "City") from and against all claims, damages, losses, expenses, demands, liability, lawsuits, and judgments including, but not limited to, attorney's fees, arising directly or indirectly from or in any manner related to the District's possession, occupancy or use of the Premises pursuant to this Agreement or arising from or in any manner connected to the District's business, activities, operations, services or work conducted in, or about the Premises, except as otherwise expressly stated herein. However, the District shall not be required to indemnify the City where such claim arises from the negligence or wrongful misconduct of the City. The City shall promptly notify the District of any claim and cooperate with the District in connection with the defense of such claim.

B. Indemnification by the City. The City hereby agrees to defend, indemnify and hold harmless the District, its Board of Education, committees, officers, agents, employees, and volunteers (collectively "District") from and against all claims, damages, losses, expenses, demands, liability, lawsuits and judgments including, but not limited to, attorney's fees arising directly or indirectly from or in any manner related to the City's possession, occupancy or use of the Premises pursuant to this Agreement or arising from or in any manner connected to the City's business, activities, operations, services or work conducted in or about the Premises, except as otherwise expressly stated herein. The City's indemnification extends to all City uses and City-approved user groups pursuant to this Agreement. However, the City shall not be required to indemnify the District where such claim arises from the negligence or wrongful misconduct of the District. The District shall promptly notify the City of any claim and cooperate with the City in connection with the defense of such claim.

C. Survival of Section. This Section shall survive the expiration or earlier termination of this Agreement.

10. INSURANCE.

Prior to execution of this Agreement, the District and the City shall procure and thereafter maintain insurance against claims for injuries to persons or damage to property arising from or in connection with use of the Premises pursuant to this Agreement as specified in Attachment A. The acquisition and maintenance of such insurance shall not affect the obligation of indemnity established by Section 9 of this Agreement.

11. COMPLIANCE WITH LAW.

All activities undertaken pursuant to this Agreement shall be in accordance with all applicable ordinances, resolutions, statutes, rules and regulations of any federal, state or local governmental agency of competent jurisdiction.

12. NOTICES.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the fifth business day after deposit in the United State mail, postage prepaid, registered or certified, addressed as follows:

All notices, demands, requests or approval from the District to the City shall be addressed to the City at:

Department of Community and Cultural Services  
City of Santa Monica  
1685 Main Street  
Santa Monica, CA 90401  
Attn: Director

All requests for payment shall be addressed to:

Department of Finance  
City of Santa Monica  
1717 4<sup>th</sup> Street, Suite 250  
Santa Monica, CA 90401

All notices, demands, requests or approval from the City to the District shall be addressed to the District at:

Santa Monica-Malibu Unified School District  
1651 16<sup>th</sup> Street  
Santa Monica, CA 90404-3891  
Attention: Asst. Supt. of Fiscal and Business Services

13. AMENDMENTS TO AGREEMENT.

In recognition of the fact that economic and other circumstances affecting the parties' participation in this Agreement are subject to fluctuation and change, the parties expressly note and agree that this Agreement may be amended or modified at any time by agreement of the parties. Any amendment to or modification of this Agreement shall be in writing and shall be effective only upon approval of the City Council of the City and the Board of Education of the District.

14. INTERPRETATION OF AGREEMENT.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The section headings are for purposes of convenience only.

15. INTEGRATION OF AGREEMENT.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and the subject matter thereof and this Agreement supersedes and cancels any and all previous negotiations, arrangements, oral agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

16. SEVERABILITY.

In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

17. ATTORNEY'S FEES.

If a party to this Agreement is required to initiate or defend, or is made a party to, any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees.

18. APPLICABLE LAW.

This Agreement shall be construed and interpreted under and governed and enforced according to the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Master Use Facilities Agreement as of the day and year first above written.

CITY OF SANTA MONICA,  
a municipal corporation

ATTEST:

\_\_\_\_\_  
MARIA STEWART  
City Clerk

By \_\_\_\_\_  
SUSAN E. MCCARTHY  
City Manager

SANTA MONICA MALIBU UNIFIED SCHOOL  
DISTRICT, a unified school district

APPROVED AS TO FORM:

\_\_\_\_\_  
MARSHA JONES MOUTRIE  
City Attorney

By \_\_\_\_\_  
Title: \_\_\_\_\_



## ATTACHMENT A

### THE DISTRICT'S INSURANCE OBLIGATION

The District shall secure before execution of this Agreement the following types and amounts of insurance:

#### Minimum Limits of Insurance.

The District shall obtain insurance of the types and in the amounts described below:

(1) Commercial General Liability Insurance:

The District shall maintain commercial general liability insurance or self-insurance (CGL) with a limit of not less than Five Million Dollars (\$5,000,000) each occurrence/Five Million Dollars (\$5,000,000) in the annual aggregate.

(2) Business Auto Liability Insurance:

The District shall maintain business auto liability insurance or self-insurance with a limit of not less than One Million Dollars (\$1,000,000) each accident.

(3) Workers' Compensation and Employer's Liability:

The District shall maintain workers' compensation insurance or self-insurance as required by the State of California and Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

#### Minimum Scope of Insurance.

(1) CGL insurance shall be written on Insurance Services Office Form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

(2) Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on Insurance Services Office Form CA 00 01, CA 00 05, CA 00 12, and CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

Other Insurance Provisions.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) The City of Santa Monica, members of its City Council, boards and commissions, officers, agents, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the District; and with respect to liability arising out of the District's possession, occupancy, or use of the Premises pursuant to this Agreement. Under the CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 10 or a substitute providing equivalent coverage. City and other additional insureds mentioned in this paragraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.

General Liability, Workers' Compensation and Employer's Liability.

The insurer shall agree to waive all rights of subrogation against the City of Santa Monica, members of its City Council, boards and commissions, officers, agents, employees and volunteers for losses arising from activities and operations of the District in the performance of services under this Agreement.

All Coverages.

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City at the following address:

Department of Community and Cultural Services  
City of Santa Monica  
1685 Main Street  
Santa Monica, California 90401  
Attention: Director

Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6, unless otherwise approved by the City's Risk Manager.

Verification of Coverage.

District shall furnish the City with original certificates of insurance and amendatory endorsements affecting coverage required by this Agreement. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City or on other than the City of Santa Monica's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by the City before this Agreement commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## THE CITY'S INSURANCE OBLIGATION

The City shall secure before execution of this Agreement the following types and amounts of insurance:

### Minimum Limits of Insurance.

The City shall obtain insurance of the types and in the amounts described below:

(1) Commercial General Liability Insurance:

The City shall maintain commercial general liability insurance or self-insurance (CGL) with a limit of not less than Five Million Dollars (\$5,000,000) each occurrence/Five Million Dollars (\$5,000,000) in the annual aggregate.

(2) Business Auto Liability Insurance:

The City shall maintain business auto liability insurance or self-insurance with a limit of not less than One Million Dollars (\$1,000,000) each accident.

(3) Workers' Compensation and Employer's Liability:

The City shall maintain workers' compensation insurance or self-insurance as required by the State of California and Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

### Minimum Scope of Insurance.

(1) CGL insurance shall be written on Insurance Services Office Form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

(2) Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on Insurance Services Office Form CA 00 01, CA 00 05, CA 00 12, and CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

### Other Insurance Provisions.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) The Santa Monica/Malibu Unified School District, members of its Board of Education, advisory committees, officers, agents, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the City; and with respect to liability arising out of the City's possession, occupancy, or use of the Premises pursuant to this Agreement. Under the

CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 10 or a substitute providing equivalent coverage. The District and other additional insureds mentioned in this paragraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.

General Liability, Workers' Compensation and Employer's Liability.

The insurer shall agree to waive all rights of subrogation against the District, members of its Board of Education, committees, officers, agents, employees and volunteers for losses arising from activities and operations of the City in the performance of services under this Agreement.

All Coverages.

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District at the following address:

Santa Monica-Malibu Unified School District  
1651 16<sup>th</sup> Street  
Santa Monica, CA 90404-3891  
Attention: Asst. Supt. of Fiscal and Business Services

Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6, unless otherwise approved by the District's Risk Manager.

Verification of Coverage.

The City shall furnish the District with original certificates of insurance and amendatory endorsements affecting coverage required by this Agreement. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City. All certificates and endorsements are to be received and approved by the District before this Agreement commences. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

TO: BOARD OF EDUCATION  
FROM: JOHN E. DEASY/WINSTON A. BRAHAM  
RE: DISTRICT INVESTMENT POLICY

DISCUSSION  
02/03/05

DISCUSSION ITEM NO. D.3

It is recommended that the Board of Education adopt the following Santa Monica-Malibu Unified School District Investment Board Policy.

**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT INVESTMENT BOARD POLICY - BP (TBD)**

The governing Board, the Superintendent, and all management employees of the District support prudent investment of all revenues received by the District. The goals are compliance with all relevant laws, protection and security of principal and interest, and liquidity.

The District shall deposit in the LACOE Treasury, pursuant to Education Code §41001, to be placed to the credit of the proper Fund, all General funds, Adult Education funds, Cafeteria funds, Deferred Maintenance funds, General Obligation Bond funds, Capital Facilities funds, Developer Fees/School Facility funds, Special Reserve funds and Foundation Trust funds. The District and the LACOE Treasury shall make investment of all such funds within the requirements of the previously referred to prudent investor rules in California Probate Code §16045 et seq.

The District also may deposit funds in a bank or other financial institution whose accounts are federally insured in accordance with Education Code §41002.5 or any other law or provisions of the California School Accounting Manual.

The District shall deposit all other monies, such as Revolving Cash Fund, allowed by law to be deposited in other than the LACOE Treasury in any fully-insured banking institution in the Los Angeles County selected by the Superintendent, CFO and/or their joint designee.

The Superintendent, CFO or designee, as stipulated by applicable LACOE/California Education Codes, shall file periodic reports with the Board of Education regarding the status of all District investments in the LACOE Treasury and all monies deposited in banking institutions. Note: It is preferred, however, that these reports be continued/reflected in the 1st and 2nd Interim Reports as well as the annually-required Independent Audit Report, unless otherwise specified by the Board of Education.

**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT**  
**INVESTMENT BOARD POLICY - BP (TBD)**

**I. Purpose**

This policy is designed to govern the investment of funds held by the Santa Monica-Malibu Unified School District that will be henceforth referred to as "The District". The policy also governs the issuance of debt by the District. This policy is based upon Federal, State and Local Laws as well as prudent money management practices. To the extent that this policy conflicts with applicable laws, the applicable law shall prevail. The primary goals of this policy are:

- , To assure compliance with all federal, state and local laws governing the investment of monies and the issuance of debt;
- , To protect the principal deposits of the District; and,
- , To generate investment income within the parameters of this policy and established and/or known government codes.

**II. Policy**

The District's primary investment objective shall be to maintain the safety and liquidity of its funds. Safety of principal is the foremost objective of the District Investment Policy. The investment factors the District shall consider, in order of descending importance, are as follows:

- , Safety of invested funds;
- , Sufficient liquidity to meet future cash flow requirements; and,
- , Attain maximum flexible yield consistent with the above requirements.

In addition, the District/Board of Education shall adopt measures as set forth in this document to ensure that the issuance of debt by the District complies with all applicable federal and state laws, including federal and state security laws.

The Chief Financial Officer (CFO)/Assistant Superintendent for Fiscal/Business Services, under the direction of the Superintendent and the Board of Education, shall have the responsibility for all decisions and activities performed under the District's Investment Policy. The CFO shall have the ability to allocate resources or delegate responsibilities as necessary with external/oversight expert independent advice in order to optimize the safety and liquidity of the investment portfolio and to implement this particular Investment Policy.

### **III. Legal Constraints**

Pursuant to California Education Code §41001, the District shall deposit all funds received or collected from any source into the LACOE Treasury to be placed to the credit of the proper Fund of the District, except as otherwise provided by a policy or practices to be adopted by the Board of Education and will be described herein.

Pursuant to California Education Code §41015, the District may invest all or part of funds deposited in a Special Reserve Fund or any surplus monies not required for immediate necessities of the District in any of the investments specified in California Government Code §16430 or §53601. Special Reserve Funds are defined as those Funds which the Board of Education has designated for capital outlay or other purposes where an accumulation over a period of a fiscal year is desired.

### **IV. Authorized Investments**

The District shall make investments in the context of "prudent investor rules" [Government Civil Code §2261 et seq.] which in substance states that:

"Investments shall be made with the judgment and care under circumstances then prevailing which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of the capital as well as the probable income to be derived."

The District shall deposit all funds received or collected from any source into the LACOE Treasury, except as provided for through the California Education Code. Those funds maintained in a Special Reserve Fund or any surplus funds not required for the immediate necessities of the District shall be available for investments in "funds available for investment" on the conditions set forth in this policy.

1. The LACOE Investment Pool, established by the LACOE Treasurer for the benefit of local agencies and/or schools: the District may invest up to 100% of its funds available for investment in the LACOE Investment Pools.
2. The local Agency Investment Fund established by the California State Treasury for the benefit of the local agencies and/or schools: the District may also invest up to 100% of its funds available for investment in the Local Agency Investment Fund.
3. To the extent that the District directs the investments of its funds to specific securities, those securities shall be limited to the securities identified in the California Government Code §53601. However, the District will not under any circumstances direct the investment of this Fund to reverse re-purchase agreement unless such transaction are matched to their maturity.
4. Monies received from the sources or for the purposes listed below may be deposited in a bank or other financial institution. Monies so deposited shall be in fully-insured or collateralized accounts or instruments in bank accounts maintained outside of the LACOE Treasury and shall be limited to the following purposes:
  - A. Revolving Cash
  - B. Associated Student Body Accounting
  - C. Self-Insurance Funds
  - D. If applicable at all, in the Santa Monica-Malibu area, Mello-Roos bond proceeds
  - E. Tax and Revenue Anticipation Notes (TRANS) proceed.
  - F. Cafeteria Fund

**V. Compliance with Federal and State Security Laws**

The District will take reasonable steps to ensure that any debt offerings issued by the District comply fully with all applicable federal and state security laws. In connection with all debt offerings issued by the District, the District shall retain bond counsel and disclosure counsel to review the offering materials prepared in connection with the debt offering to ensure that disclosures contained in offering materials comply with federal and state security laws. The CFO shall be responsible for reviewing the offering materials regarding the accuracy of information disclosed in such materials. This will be done in concert with the Superintendent, Board of Education and/or any retained expert consultant.



**VI. Deposit of Proceeds from the Issuance of Debt**

The District shall not issue debt for the sole purpose of generating funds for investment. The District shall limit the issuance of debt for the purposes of meeting short-term cash flow needs and to fund capital projects. Debt issuance shall be reviewed by the Financial Oversight Committee, the Superintendent, Board of Education and any authorized outside legal or specialty consultant. When depositing proceeds from the issuance of debt, the District shall limit such investment to those authorized investments identified in this policy. Should, for example, a Trust Agreement of a particular debt issued by the District become more restrictive than the District policy on authorized investments, then the Trust Agreement shall take precedence.

**VII. Investment Reviews**

The CFO shall review quarterly reports, or as available, on investment performance and present the same to the Superintendent, Board of Education and the Financial Oversight Committee, as required, and this shall be done in a manner determined to be timely by both the Superintendent and the Board of Education.

**VIII. Changes to Investment Policy**

This policy will be reviewed on an annual basis or as is determined to be necessary by the Office of the CFO, Superintendent, Board of Education and/or as dictated by the Los Angeles County Office of Education (LACOE) policies or rules. The policy will also upon its review ensure its consistency with the objectives of income growth and safety, and changes in applicable laws and, most importantly, financial trends. Any proposed amendments to the policy will require approval by the Board of Education and, prior to submission to the Board, must be endorsed/approved by both the CFO and the Superintendent.

**IX. Financial Professional Compliance with Investment Policy**

All outside investment advisors/managers/attorneys and other financial professionals employed or retained by the District and/or its representatives including without limitation financial advisors, underwriters, bond counsel and disclosure counsel must review this policy and sign a Statement of Compliance confirming that they have reviewed this policy and will comply fully with this policy and/or all instructions delivered and approved by the Board of Education that are within applicable Government/Education Codes.

**X. Legal Reference**

The foregoing policy was developed using as its primary basis Education Codes §41001 and §41015, and Government Codes §16430 and §53601.

**XI. No Sweat Policy**

This Investment Board Policy is intended to reflect the District's position as it relates to the adoption of a "No-Sweat" Resolution. This means that the District is committed to and resolved not to knowingly invest and/or participate for the purposes of gaining increased or investment revenue with companies that knowingly align with and/or utilize "Sweat Gains" or disregard the District's language, intent or spirit of this "No Sweat" Resolution.

TO: BOARD OF EDUCATION

DISCUSSION

02/03/05

FROM: JOHN DEASY / MIKE MATTHEWS

RE: REVISION TO POLICY 1340 ACCESS TO DISTRICT RECORDS

DISCUSSION ITEM NO. D.4

It is recommended that the Board of Education approve revisions to the existing Board Policy 1340 Access to Records, to update legal references and administrative regulations.

COMMENT: There have been no substantive changes in Board Policy 1340 since it was written in 1990. However, new legal references have been added and the administrative regulations have been expanded. This revision is based on the latest update from the California School Board Association sample policy guidelines (November 2004). Additions to the text are underlined.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

**Santa Monica-Malibu District Policy Detail**

<u>NUMBER</u>	<u>ARTICLE</u>	<u>TITLE</u>			
1340	Community Relations	Access to District Records			
<u>SUBTOPIC</u>			<u>POLICY</u>	<u>REGULATION</u>	<u>EXHIBIT</u>
Public Activities Involving Staff, Students or School Facilities			x		

DETAIL

The Governing Board recognizes the right of citizens to have access to public records of the district. The Board intends that any person shall have reasonable access to the public records of the schools and district during normal business hours and within the requirements of state and federal law. Such records shall be examined in the presence of the staff member regularly responsible for their maintenance.

The district may charge for copies of public records or other materials requested by individuals or groups. The charge shall be based on actual costs of duplication, as determined by the Superintendent or designee and as specified in administrative regulation.

Public access shall not be given to records listed as exempt from public disclosure in the California Public Records Act or other statutes.

**REFERENCE**

Legal Reference:

**EDUCATION CODE**

- 35145 Public meetings
- 35170 Authority to secure copyrights
- 35250 Duty to keep certain records and reports
- 42103 Publication of proposed budget; hearing
- 44031 Personnel file contents and inspections
- 44839 Medical certificates; periodic medical examination  
(re access to medical certificate in personnel file)
- 49060-49079 Pupil Records
- 49091.10 Parental review of curriculum and instruction
- 52015 Ongoing evaluation and modification of school improvement plans
- 52015.5 Availability of information required by EC 52015(g)
- 52850 Applicability of article (school-based Program Coordination Plan availability)
- 54722 Application of article (Motivation and maintenance program Plan availability)

**GOVERNMENT CODE**

- 3547 Proposals relating to representation
- 6250-6270 California Public Records Act
- 53262 Employment contracts
- 54957.2 Minute book record of closed sessions
- 54957.5 Agendas and other writings distributed for discussion or consideration
- 81008 Public records; inspection and reproduction

**CODE OF REGULATIONS, TITLE 5**

- 430-438 Individual pupil records
- 4061 Availability of evaluation information

**CROSS REFERENCE**

Board of Education Policy 5125 - Confidentiality of Student Records

**MANAGEMENT RESOURCES**

**ADOPTED**

February 13, 1990

**REVISED**

**CSBA DATE**

February 1999

**DISTRICT GOAL**

**REQUEST FOR ACCESS TO OR COPIES OF DISTRICT RECORDS**

Date \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State & Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Fax/E-mail \_\_\_\_\_

I am requesting:

\_\_\_\_\_ access for inspection

\_\_\_\_\_ copies

Document Name/Reference/Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Requests for access to district records shall be placed in writing with the Superintendent or appropriate designee. Public records include any writing containing information relating to the conduct of the district's business prepared, owned, used or retained by the district regardless of physical form or characteristics. (Government Code 6252)

Every person may request a copy of any district record open to the public and not exempt from disclosure. (Government Code 6253) Copying fees of \$0.25 per page may be assessed.

Within 10 days of receiving any request for a copy of records, the Superintendent or designee shall determine whether the request seeks copies of disclosable public records in the district's possession. The Superintendent or designee shall promptly inform the person making the request of his/her determination and the reasons for the decision. (Government Code 6253)

In unusual circumstances, the Superintendent or designee may extend the 10-day limit for up to 10 additional working days by providing written notice to the requester and setting forth the reasons for the extension and the date on which a determination is expected to be made.

Any notification denying a request for public records shall state the name and title of each person responsible for the denial. (Government Code 6253), (Board Policy 1340), and (Administrative Regulation 1340)

TO: BOARD OF EDUCATION

DISCUSSION

02/04/05

FROM: JOHN DEASY/ LAUREL SCHMIDT

RE: REVISION TO POLICY 5117 INTERDISTRICT ATTENDANCE

DISCUSSION ITEM NO. D.5

It is recommended that the Board of Education approve revisions to the existing Board Policy 5117 Interdistrict Attendance to amend and extend the moratorium that was imposed in August 2002.

COMMENT: In August 2002, the Board of Education imposed a moratorium on accepting new students on interdistrict permits. The moratorium was intended to continue through the 2004-2005 school year, but the board directed that it should be reviewed annually in February, to allow for modifications to address emerging fiscal and enrollment data. The moratorium has been observed each year since its inception.

In the light of the State budget deficit and projected loss of enrollment, it is recommended that the board maintain the moratorium, but modify it to allow the district to accept approximately 100 students on interdistrict permits in grades K-4.

New enrollments will be distributed across district schools to avoid undue impact on facilities and staff at a single site.

Permits will be granted using the same criteria and order stated in the current moratorium. Permits are granted for attendance in the district with no guarantee of placement in a school of choice.

It is recommended that the moratorium, with modifications, be extended for the 2005-2006 school year.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

New text in underline.  
Deleted text in ~~strikeout~~.

BP 5117

<u>NUMBER</u>	<u>ARTICLE</u>	<u>TITLE</u>
5117	Students	Interdistrict Attendance Policy

<u>SUBTOPIC</u>	<u>POLICY</u>	<u>REGULATION</u>	<u>EXHIBIT</u>
Attendance	x		

DETAIL

A. Although students generally must attend school in the district and school where their residence has been established, the Santa Monica-Malibu School District Governing Board recognizes justifiable reasons for interdistrict permits. Upon request, the Superintendent or designee may accept students from other districts and may allow students who live within the District to transfer to another school within the District or out of the District.

A.1 Involuntary loss of housing should not interfere with a child completing his/her education in the Santa Monica-Malibu Unified School District.

B. Permits of this type are to be initiated by the student's parent or guardian who attests to the fact or shows evidence that the permit would be in the student's best interests. Cancellation of the permit shall occur if certain provisions are not adhered to by the student or parent/guardian, or if overcrowding should occur at the school of acceptance.

C. The Board is committed to providing a quality education for all District students legally enrolled and will provide fair and consistent treatment for students and parent/guardians regardless of their residence or permit status. All applications for a permit will be treated in a fair and consistent manner.

D. Final approval of permits for all students, including student needing specialized programs, such as GATE, special education, ELL, etc., shall rest at the District and shall be contingent upon space availability. The District will not pay excess costs to provide specialized services to students on permit.

E. Except for the conditions listed below, effective September 2002, there will be a moratorium on the receipt of all new interdistrict attendance permits. This moratorium shall continue through the ~~2004-2005~~ 2005-2006 school year. Exceptions to the moratorium are as follows:

1. All students currently attending on an interdistrict permit will be allowed to remain in the District until they leave or graduate, assuming that they uphold appropriate standards of behavior and attendance.
2. Guidelines previously applied to SMASH, Edison, including the immersion program through Grade 8, and our preschools will remain in effect.

Requests for permits will be received (granted) in the following order:



1. Intradistrict permits allowing children who are residents of the cities of Santa Monica and/or Malibu to attend a school other than their neighborhood school;

1.a The District guarantees same-school placement for all siblings in a family once an intradistrict permit has been granted, except in cases where students need a specialized program which is only available on another campus.

2. Interdistrict permits for children of employees of the Santa Monica-Malibu Unified School District [certificated, classified, management, full and part-time (a minimum of 15 hours per week)];

2.a The District guarantees a seat in a District school to all children of District employees who have requested a new interdistrict permit; staff will do its best to accommodate requests for a specific school but will not guarantee requested placement. On-going permit holders are not effected and will continue in the home school being currently attended.

3. If space and budget permit, staff will do its best to accommodate requests for placement for siblings (of current interdistrict permit holders) who will be entering Kindergarten, 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 6th or 9th Grade. If a permit is received (granted) there is no guarantee of same-school placement. On-going permit holders are not effected and will continue in the home school being currently attended;

3.a Siblings of recent [within the last three (3) years] graduates of the Santa Monica-Malibu Unified School District who attended on interdistrict permits will be allowed to enroll under this section, under the same provisions.

4. If space and budget permit, interdistrict permits for children of employees of the cities of Malibu or Santa Monica.

#### REFERENCE

LEGAL REFERENCE:

EDUCATION CODE

46600-46611 Interdistrict attendance agreements

48204 Residency requirements for school attendance

48915 Expulsion; particular circumstances

48915.1 Expelled individuals: enrollment in another district

48918 Rules governing expulsion procedures

48980 Notice at beginning of term

52317 Admission of persons including nonresidents to attendance area; workers' compensation for pupils

DISTRICT POLICIES RELATED TO PERMITS:

BP 5116.1 Intradistrict Open Enrollment

BP 5145.3 Desegregation Plan

MANAGEMENT RESOURCES

ADOPTED

January 27, 1994

REVISED

January 20, 2005

November 22, 2002

April 1, 1999

CSBA DATE

July 2004

DISTRICT GOAL

Quality Education for All

TO: BOARD OF EDUCATION

DISCUSSION

02/03/05

FROM: JOHNN E. DEASY/LAUREL SCHMIDT

RE: REVISION TO POLICY 5131.61 CONTROLLED SUBSTANCES

DISCUSSION ITEM NO. D.6

It is recommended that the board of Education approve revisions to the existing Board policy 5131.61 Controlled Substances, to provide equitable disciplinary interventions and consequences for students who are attending school in SMMUSD on an interdistrict permit.

COMMENT: Board Policy 5131.61 Controlled Substances indicates that students possessing or being under the influence of a controlled substance shall be suspended for five days and required to complete a rehabilitation plan within ten weeks for the first offense. However, in the case of students attending on an interdistrict permit, they are suspended and their permits are revoked for a first offense.

It is recommended that all students, resident and permit, have the same consequences for a first offense. Upon the second offense, students attending on an interdistrict permit will have their permits revoked and return to their neighborhood schools.

New text in underline.  
Deleted text in ~~strikeout~~.

BP 5131.61

<u>NUMBER</u>	<u>ARTICLE</u>	<u>TITLE</u>
5131.61	Students	Controlled Substances

<u>SUBTOPIC</u>	<u>POLICY</u>	<u>REGULATION</u>	<u>EXHIBIT</u>
Activities	X		

#### DETAIL

### I. POLICY STATEMENT

Unlawfully possessing, using, selling, being under the influence of or otherwise furnishing to others a controlled substance or alcoholic beverage, or intoxicant of any kind, at any school activity or on any school district or adjacent property, is considered to be a threat to the educational process. For the offenses indicated, the student, under guidelines indicated below, may be subject to suspension, transfer to another school, expulsion and an obligation to complete the district counseling requirement.

### II. DEFINITIONS OF EVIDENCE

#### A. Hard Evidence:

1. An admission by the student of unlawfully possessing, using, selling, being under the influence of, or otherwise furnishing to others a controlled substance or alcoholic beverage, or intoxicant of any kind.
2. Discovery of the controlled substance and/or alcoholic beverage, or intoxicant of any kind, on the student's person or in possessions such as lockers or backpacks under the student's control.
3. Eyewitness testimony of any school personnel of the actual unlawful possession, sale, use or furnishing to others.
4. Eyewitness testimony of two or more students of the actual unlawful possession, sale, use or furnishing to others.

#### B. Soft Evidence:

-- Soft evidence is more subjective; it involves all other forms of evidence and usually based on observation of student behavior.

### III. DISCIPLINE AND COUNSELING PROCEDURES FOR GOVERNING USE, POSSESSION, BEING UNDER THE INFLUENCE OF A CONTROLLED SUBSTANCE (GRADES 1-12)

#### A. Hard Evidence: First Offense:

If the Principal or Superintendent determines, in the presence of hard evidence, that the student unlawfully possessed, used, ~~sold~~, was under the influence of or otherwise furnished to others a controlled substance or alcoholic beverage, or intoxicant of any kind, the following steps shall be taken.

1. The student shall be suspended for a maximum of five (5) days. (Enrollment at Saturday

School cannot be used in lieu of suspension.)

The rights and responsibilities section of the school district suspension form shall be observed by the school principal/designee. This includes the parent's right to have access to pupil records and the parent's or pupil's right to an appeal following the district's appeal procedures. When make-up work can be reasonably provided, the pupil shall be allowed to complete all assignments and tests missed during a suspension.

~~2. If a student is attending school in the district on an interdistrict permit, the principal will meet with the parents at the end of the five day suspension, the permit will be revoked and the student will be directed to enroll in his/her neighborhood school.~~

32. Students in Grades 1-12 shall be placed on academic probation for a period of ten weeks. The terms of probation include loss of privileges from participating in the following: all sports, dramatic, choral or musical performances, dances, cheerleading, graduation and awards ceremonies.

a. Students must complete 24 hours of substance abuse counseling in a program offered by the district, or students must obtain preapproval if counseling will be provided by a private agency or therapist. Parents must attend twelve (12) hours of substance abuse counseling designed for parents.

b. Students must complete forty (40) hours of community service from a list of approved agencies provided by the district, or receive preapproval for community services with other organizations.

c. The principal has the option of requiring that the student participate in a 12-step program if the behavior warrants additional intervention.

d. If the student does not complete and provide documentation for all of the above measures, he/she will remain on probation with loss of privileges until all are completed. If the student fails to complete all of the above by the last day of the semester in which the ten-week probation was scheduled to end, the student will be transferred to another school in the district for the entire next semester. At the end of that semester, the student will be returned to his/her home school.

43. Hard Evidence - Second Offense:

If the principal or Superintendent determines, in the presence of hard evidence, that for a second time within middle school (Grades 6-8) or a second time within high school (Grades 9-12), the student unlawfully possessed, used, was under the influence of or otherwise furnished to others a controlled substance or alcoholic beverage or intoxicant of any kind, the following steps shall be taken:

a. The student shall be suspended for a maximum of five (5) days. The rights and responsibilities section of the district suspension form shall be observed by the principal/designee. This includes the parent's right to have access to pupil records and the parent's or pupil's right to appeal following the district's appeal procedures. When make-up work can be reasonably provided, the pupil shall be allowed to complete all assignments and tests missed during the suspension.

b. The principal shall recommend that the student be expelled from the district unless it is determined that expulsion is inappropriate under the particular circumstances of the case. During

the period when the student is awaiting the expulsion hearing, make-up work will be provided.

2. c. If a student is attending school in the district on an interdistrict permit, the principal will meet with the parents at the end of the five day suspension, the permit will be revoked and the student will be directed to enroll in his/her neighborhood school.

B. The Santa Monica Police Department or the Los Angeles County Sheriff shall be notified.

#### IV. DISCIPLINE PROCEDURES FOR PROVIDERS OF CONTROLLED SUBSTANCES OR ALCOHOLIC BEVERAGE, OR INTOXICANT OF ANY KIND TO OTHERS (GRADES 1-12)

In cases where the principal of Superintendent determines, in the presence of hard evidence, that the student sold or provided a controlled substance or alcoholic beverage, or intoxicant of any kind, to others, the following steps shall be taken:

A. The student shall be suspended for a maximum of five (5) days. (Enrollment at Saturday School cannot be used in lieu of suspension.)

B. The Santa Monica Police Department or the Los Angeles County Sheriff shall be notified.

C. The principal shall inform the Superintendent/designee of the incident and actions taken.

D. The principal shall recommend that the student be expelled from school, unless the principal finds, and so reports to the Superintendent/designee in writing, that expulsion is inappropriate under the particular circumstances of the case.

#### V. SOFT EVIDENCE PROCEDURES

Soft evidence cases will usually involve situations in which the student is suspected of being under the influence of a controlled substance, alcoholic beverage or intoxicant of any kind. In such a case, the administrator may consult with the school nurse and may require the completion of the Behavioral Observation Form shown in the Discipline Handbook.

#### VI. DISTRIBUTION GUIDELINES

A. The above policy and procedure shall be distributed to all students Grades 1-12 at the beginning of each school year and to transfer students at the time of enrollment.

B. Within the first ten (10) days of school each principal shall implement procedures to ensure that all students have acknowledged that they have received a copy of the above policy and indicated their obligation to share the contents of the policy with the parent/guardian.

C. Each principal will ensure that all middle and high school students are explicitly informed of the provisions of the controlled substance policy through assemblies, presentations and/or direct instruction in appropriate classes.

## REFERENCE

### Legal Reference:

#### BUSINESS AND PROFESSIONS CODE

25608 Alcohol on school property; use in connection with instruction

#### EDUCATION CODE

44049 Known or suspected alcohol or drug abuse by student

48900 Suspension or expulsion (grounds)

48900.5 Suspension, limitation on imposition; exception

48901 Smoking, or use of tobacco prohibited

48901.5 Prohibition of electronic signaling devices

48902 Notification of law enforcement authorities; civil or criminal immunity

48909 Narcotics or other hallucinogenic drugs

48915 Expulsion; particular circumstances

49423 Administration of prescribed medication

49480 Notice to school by parent or guardian; consultation with physician

49602 Confidentiality of pupil information

51202 Instruction in personal and public health and safety

51203 Instruction on alcohol, narcotics and restricted dangerous drugs

51210 Areas of study

51220 Areas of study, grades 7 to 12

51260 Elementary and secondary school instruction in drug education by appropriately trained instructions

51262 Use of anabolic steroids; legislative finding and declaration

51264 CDE assistance for in service training

51265 Gang violence and drug and alcohol abuse prevention in service

51268 Collaboration to avoid duplication of effort

#### HEALTH AND SAFETY CODE

11032 Narcotics, restricted dangerous drugs and marijuana; construction of terms used in other divisions

11053-11058 Standards and schedules

11353.6 Juvenile Drug Trafficking and Schoolyard Act

11357 Unauthorized possession of marijuana; punishment; prior conviction; possession in school or on school grounds

11361.5 Destruction of arrest or conviction records

11373.7 Drug program fund; uses

11802 Joint school-community alcohol abuse primary education and prevention program

11965-11969 The School-Community Primary Prevention Program

11998-11998.3 Drug and Alcohol Abuse Master Plans

11999-11999.3 Alcohol and drug program funding (Department of Health Services)

#### PENAL CODE

13864 Comprehensive alcohol and drug prevention education

#### VEHICLE CODE

13202.5 Drug and alcohol related offenses by person under age of 21, but aged 13 or over; suspension, delay, or restriction of driving privileges

#### WELFARE AND INSTITUTIONS CODE

828 Disclosure of information re minors

828.1 Disclosure of criminal records; protection of vulnerable staff & students

#### UNITED STATES CODE, TITLE 20

5812 National education goals

7101-7184 Safe and Drug-Free Schools and Communities Act

MANAGEMENT RESOURCES

WEB SITES

U. S. Department of Education, Family Policy Compliance Office:  
<http://www.ed.gov/offices/OM/fpco>

ADOPTED

REVISED

CSBA DATE

32684

January 20, 2005  
August 19, 2004  
April 10, 1997

DISTRICT GOAL

Quality Education for All



TO: BOARD OF EDUCATION

INFORMATION

02/03/05

FROM: JOHN E. DEASY/MICHAEL D. MATTHEWS

RE: REPORT ON RECRUITING FOR CERTIFICATED PERSONNEL

INFORMATIONAL COMMUNICATION NO. I.1

The quality of teachers in a district is the best indicator for how successful the district will be in maximizing student achievement. Santa Monica-Malibu is a high achieving district in a highly desirable geographic and cultural location, and many teachers apply to our schools for any or all of those reasons. Still, it is critical that we do not take those factors for granted, and that we make efforts to actively recruit a certificated staff that is highly educated, highly talented and representative of the diversity of the students of Santa Monica-Malibu. This informational item will outline the current quality indicators of our certificated staff, compare our certificated staff diversity with our students, the county and the state, and describe our recruiting plans for the Spring of 2005.

Dr. Matthews will make a PowerPoint presentation. Paper copies will be available at the meeting and it will be posted on the SMMUSD Human Resources website.