

TO: BOARD OF EDUCATION

ACTION
03/03/05

FROM: JOHN E. DEASY

RE: APPROVAL OF MINUTES

RECOMMENDATION NO. A.01

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

February 17, 2005

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

TO: BOARD OF EDUCATION
 FROM: JOHN E. DEASY/LINDA KAMINSKI
 RE: APPROVAL OF INDEPENDENT CONTRACTORS

ACTION/CONSENT
 03/03/05

RECOMMENDATION NO. A.02

It is recommended that Board of Education enter into an agreement with the following Independent Contractors. These contracts are included in the 2004/2005 budget.

Contractor/Contract Dates	Description	Site	Funding
Maryanne Soloman Feb 11 -July 1, 2005 Cost Not to Exceed: \$4,000	To provide services to update Web Page	Information Services	General Fund 01-00000-0-00000-77000-5802-054-2540
Jewish Family Services of Santa Monica Feb 1- May 30, 2005 Cost Not to Exceed: \$3,000	To provide individual and group counseling services at Santa Monica High School as well as participation in Alliance Team/SST weekly meetings	SamoHi	Alliance 01-90230-0-38000-10000-5802-015-4150
Ajay Mohindra March 3 - June 30, 2005 Cost: Not to Exceed \$16,640	Due to the still-vacant Director of Fiscal & Business Services, this individual will assist with implementation of PC Budget, aggressive financial clean-up Special Education, i.e., parent reimbursements, fiscal issues related to outstanding IEPs, analysis of NPA &NPS, establish sound fiscal/budget practices and assist school sites and Central Office with 2005-06 Budget planning process.	Fiscal Services	General Fund 01-00000-0-00000-72000-5802-051-2510

Contractor/Contract Dates	Description	Site	Funding
Kites For Kids May 24, 2004 only Cost Not to Exceed: \$1,000	To provide a kite assembly	Rogers	Gift 01-90120-0-11100- 10000-5802-006- 4060

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

TO: BOARD OF EDUCATION

ACTION
03/03/05

FROM: SUPERINTENDENT

RE: OVERNIGHT FIELD TRIP(S) 2004-2005

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</u> <u># students</u>	<u>Destination</u> <u>Dates</u>	<u>Principal</u> <u>Teacher</u>	<u>Cost</u> <u>Funding Source</u>	<u>Subject</u>	<u>Purpose of Trip</u>
Webster grd. 5 70 students	Yosemite 6/6/05 to 6/10/05	Phil Cott Lori Stevens Kristina Cook	\$420 per student paid for by fundraising and parents	Science	Students will be taught a series of science subjects both indoor and outdoors. Students will have lessons related to the Institute before and after the trip in their science classes.
Webster grd. 4 68 students	Idyllwild 5/11/05 to 5/13/05	Phil Cott Katie McClure Carin Sanford	\$210 per student paid for by fundraising and parents	Science	Enrichment Science activities including classes in weather, geology, astrophysics, rocketry, robotics and space technology

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION
FROM: SUPERINTENDENT
RE: BASIC/SUPPLEMENTAL TEXTBOOK ADOPTION

ACTION
03/03/05

RECOMMENDATION NO. A.04

It is recommended that the textbooks listed below be adopted for use in the Santa Monica-Malibu Unified School District.

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

DO IT! PLAY CLARINET, Book 1, Author; James O. Froseth, for Grades 4-5, Adoption requested by Bruce Tellier.

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
03/03/05

RECOMMENDATION NO. A.05

It is recommended that the Board of Education accept, with gratitude, checks and gifts totaling \$32,508.55 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 \$19,981.50, 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, as a pdf file; to view the gift report:

- 1) go to www.smmusd.org
- 2) click on "Board Meetings"
- 3) scroll to the date for this meeting
- 4) click on CurrGift030305.pdf

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

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

RECOMMENDATION NO. A.06

It is recommended that the Board of Education approve the following Purchase Orders and Changed Purchase Order from February 10, 2005 through February 24, 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

03/03/05

FROM: JOHN E. DEASY/WINSTON A. BRAHAM

RE: REQUEST FOR ALLOWANCE OF ATTENDANCE BECAUSE OF
EMERGENCY CONDITIONS

RECOMMENDATION NO.A.07

It is recommended that the Board of Education approve the submission of Request for Allowance of Attendance due to inclement weather conditions on January 10, 2005. Education Code §41422 states "when one or more district schools have been closed due to emergency conditions, districts may request a waiver to allow the lost day(s) to be disregarded in the computation of ADA and obtain credit for the instructional minutes that would have been offered." Education Code §46392 states "when one or more schools are kept open but experience a material decrease in ADA, districts may request a waiver to allow the ADA from either the month of October or May be used to determine the ADA as if the emergency hadn't occurred." It is also recommended that the Board of Education execute the Affidavit of Governing Board Members certifying the emergency listed.

COMMENTS: On January 10, 2005, the Chief Administrative Officer of the County of Los Angeles determined the existence of a local emergency. Impassable roads caused all Malibu area schools to be closed on this day and all Santa Monica area schools to suffer a loss in ADA.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION ACTION/CONSENT
03/03/05

FROM: SUPERINTENDENT/MICHAEL D. MATTHEWS

RE: CERTIFICATED PERSONNEL - Elections, Separations

RECOMMENDATION NO. A.08

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

ADDITIONAL ASSIGNMENTS

MALIBU HIGH SCHOOL

Gardella, Jeff	41 hrs @\$36.32	2/14/05-6/30/05	<u>Est Hrly/\$1,500</u>
			TOTAL ESTABLISHED HOURLY \$1,500

Comment: Administrative Duties
01-Govnr's Perf Awards

Bennett, Leslie	92 hrs @\$74.14	2/1/05-6/24/05	<u>Own Hrly/\$6,821</u>
			TOTAL OWN HOURLY \$6,821

Comment: Additional 6th period, MS Math
01-School Improvement Prog, K-6

MCKINLEY ELEMENTARY SCHOOL

Duran, Concepcion	33 hrs @\$36.32	1/31/05-5/1/05	Est Hrly/\$1,199
Galvan, Janene	33 hrs @\$36.32	1/31/05-5/1/05	Est Hrly/\$1,199
Gonzalez, Gabriella	33 hrs @\$36.32	1/31/05-5/1/05	Est Hrly/\$1,199
Kananack, Lindsey	33 hrs @\$36.32	1/31/05-5/1/05	Est Hrly/\$1,199
Lemmon, Cheyenne	22 hrs @\$36.32	1/31/05-5/1/05	<u>Est Hrly/\$799</u>
			TOTAL ESTABLISHED HOURLY \$5,595

Comment: After School Intervention
01-IASA: Title I Basic

OLYMPIC HIGH SCHOOL

Casey, John	12 hrs @\$36.32	1/31/05-5/1/05	Est Hrly/\$1,199
Fuller, Anthony	12 hrs @\$36.32	1/31/05-5/1/05	Est Hrly/\$1,199
Gecht, Marcia	12 hrs @\$36.32	1/31/05-5/1/05	Est Hrly/\$1,199
James, Kimberly	12 hrs @\$36.32	1/31/05-5/1/05	Est Hrly/\$1,199
Siemer, Deborah	12 hrs @\$36.32	1/31/05-5/1/05	Est Hrly/\$1,199
Tarbell, Harlan	12 hrs @\$36.32	1/31/05-5/1/05	Est Hrly/\$1,199
Thobe, Christie	12 hrs @\$36.32	1/31/05-5/1/05	<u>Est Hrly/\$1,199</u>
			TOTAL ESTABLISHED HOURLY \$8,393

Comment: Saturday School
01-Unrestricted Resource

ROOSEVELT ELEMENTARY SCHOOL

Hendricks, Julie	30 hrs @\$36.32	1/25/05	Est Hrly/\$1,090
Levy, Amy	15 hrs @\$36.32	1/25/05	Est Hrly/\$545
Olsheim, Glen	15 hrs @\$36.32	1/25/05	Est Hrly/\$545
Snow, Angie	30 hrs @\$36.32	1/25/05	<u>Est Hrly/\$1,090</u>
			TOTAL ESTABLISHED HOURLY \$3,270

Comment: Intervention After School
01-Gifts

SANTA MONICA HIGH SCHOOL

Kariya, Emily 69 hrs @\$36.32

1/01/05-6/30/05 Est Hrly/\$2,506
TOTAL ESTABLISHED HOURLY \$2,506

Comment: Library After-school Hours
01-Gifts

Montanez, Christina 5 hrs @\$36.32
Serratore, Rosa 5 hrs @\$36.32

1/1/05-6/30/05 Est Hrly/\$182
1/1/05-6/30/05 Est Hrly/\$182
TOTAL ESTABLISHED HOURLY \$364

Comment: "A" House Student Support
01-Other Federal

Fox, Sara 5 hrs @\$36.32

1/1/05-6/30/05 Est Hrly/\$182
TOTAL ESTABLISHED HOURLY \$182

Comment: Freshman Seminar Meetings/Workshops
01-Other Federal

Lacy, Norman 92 hrs @\$68.41

1/31/05-6/30/05 Own Hrly/\$6,294
TOTAL OWN HOURLY \$6,294

Comment: Plus One Assignment
01-Unrestricted Resource

EXTENDED DUTY UNITS

<u>LOCATION</u>	<u>RATE</u>	<u>ACTIVITY</u>	<u>EFFECTIVE</u>	<u>TOTAL</u>
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LINCOLN MIDDLE SCHOOL

Anderson, Judy	2 units @\$227	Collaborative After school support	Fall 04/05	\$454
Brown, J.C.	2 units @\$227	Student Sotro	Fall 04/05	\$454
Debroff, Betsey	6 units @\$227	Choral Music	Fall 04/05	\$1,362
Finsten, Beth	.5 units @\$227	Mono Loco Club	Fall 04/05	\$114
Gies, Gretchen	1 unit @\$227	Cultural Feast	Fall 04/05	\$227
Gross, Stephanie	.5 units @\$227	Mono Loco Club	Fall 04/05	\$114
Haenschke, Kris	2 units @\$227	Book Club	Fall 04/05	\$454
Haenschke, Kris	2 units @\$227	Natl Honor Soc	Fall 04/05	\$454
Hart, Sharon	1 unit @\$227	Debate Club	Fall 04/05	\$227
Hirt, Mary	.5 units @\$227	Juggling Club	Fall 04/05	\$114
Hirt, Mary	.5 units @\$227	Family Fitness Nt	Fall 04/05	\$114
Hunt, Mark	6 units @\$227	Instr Music	Fall 04/05	\$1,362
Johnston, Roe	1 unit @\$227	Recycling	Fall 04/05	\$227
Kramer, Katie	2 units @\$227	Natl Honor Soc	Fall 04/05	\$454
Marcos, Eric	2 units @\$227	Collaborative After school support	Fall 04/05	\$454
McNulty, Marybeth	2 units @\$227	Drama Club	Fall 04/05	\$454
Park, Peter	6 units @\$227	Instr Music	Fall 04/05	\$1,362
Stivers, Susan	2 units @\$227	Collaborative After school support	Fall 04/05	\$454
Underwood, Brian	.5 units @\$227	Juggling Club	Fall 04/05	\$114
Underwood, Brian	.5 units @\$227	Dance Club	Fall 04/05	\$114
Underwood, Brian	.5 units @\$227	Family Fitness Nt	Fall 04/05	\$114
Underwood, Brian	.5 units @\$227	Movie Club	Fall 04/05	\$114
Valenzuela, Amanda	2 units @\$227	Collaborative After school support	Fall 04/05	\$454
TOTAL EXTENDED DUTY UNITS				\$9,765
01-Unrestricted Resource				

MALIBU HIGH SCHOOL

Bixler, William	2 units @\$227	HS Orchestra	9/04-1/05	\$454
Bowman-Smith, Carla	6 units @\$227	HS Yearbook	9/04-1/05	\$1,362
Dahm, Katie	1 unit @\$227	HS Scholarship Adv	9/04-1/05	\$227

Gardella, Jeff	13 units @\$227	HS Athletic Dir	9/04-1/05	\$2,951
Gardella, Jeff	12 units @\$227	HS Student Counc	9/04-1/05	\$2,724
Gardner, Heather	6 units @\$227	HS Scholarship Adv	9/04-1/05	\$1,362
Messoloras, Irene	3 units @\$227	HS Choral Music	9/04-1/05	\$681
Panish, Adam	8 units @\$227	HS Sr Advisor	9/04-1/05	\$1,816
Plaia, Jodi	10 units @\$227	HS Drama	9/04-1/05	\$2,270
Scott, Ruben	3 units @\$227	HS Academic Decath	9/04-1/05	\$681
Sferra, Luke	8 units @\$227	HS Sr Advisor	9/04-1/05	\$1,816
Warshawski, David	6 units @\$227	HS Journalism Adv	9/04-1/05	<u>\$1,362</u>
		TOTAL EXTENDED DUTY UNITS		\$17,706
		01-Unrestricted Resource		

SANTA MONICA HIGH SCHOOL

Acker, Ned	12 units @\$229	Student ASB	2/1/05-6/24/05	\$2,748
Danesi, Dana	12 units @\$229	Student ASB	2/1/05-6/24/05	\$2,748
Ford, Frank	13 units @\$229	Drama Director	2/1/05-6/24/05	\$2,977
Gaida, Ingo	13 units @\$229	Academic Decath	2/1/05-6/24/05	\$2,977
Hollie, Ada	13 units @\$229	Scholarship Adv	2/1/05-6/24/05	\$2,977
Horn, Lorri	6 units @\$229	Newspaper Adv	2/1/05-6/24/05	\$1,374
Jago, Carol	6 units @\$229	Annual Advisor	2/1/05-6/24/05	\$1,374
Kim, Douglas	13 units @\$229	Athletic Director	2/1/05-6/24/05	\$2,977
Marsh, Catherine	10 units @\$229	Sr Advisor	2/1/05-6/24/05	\$2,290
Meadors, Amy Wyllie	13 units @\$229	Pep Squad Adv	2/1/05-6/24/05	\$2,977
Rhodes, Chris	10 units @\$229	Vocal Director	2/1/05-6/24/05	\$2,290
Sakow, Terry	13 units @\$229	Band Director	2/1/05-6/24/05	<u>\$2,977</u>
		TOTAL EXTENDED DUTY UNITS		\$30,686
		01-Unrestricted Resource		

Barraza, Peter	12 units @\$229	Asst Boys VB Coach	2/1/05-6/24/05	\$2,748
Cady, Patrick	13 units @\$229	Head Girls Trk Cch	2/1/05-6/24/05	\$2,977
Fischer, Tania	13 units @\$229	Head Girls Trk Cch	2/1/05-6/24/05	\$2,977
Flanders, Matthews	13 units @\$229	Head Swim Coach	2/1/05-6/24/05	\$2,977
Henderson, Luke	12 units @\$229	Asst Baseball Cch	2/1/05-6/24/05	\$2,748
Lacy, Norman	13 units @\$229	Head Boys Golf Cch	2/1/05-6/24/05	\$2,977
Sato, Liane	13 units @\$229	Head Boys VB Cch	2/1/05-6/24/05	\$2,977
Skaggs, Debbie	13 units @\$229	Head Softball Cch	2/1/05-6/24/05	<u>\$2,977</u>
		TOTAL EXTENDED DUTY UNITS		\$23,358
		01-Unrestricted Resource		

TOTAL ESTABLISHED HOURLY, OWN HOURLY and EXTENDED DUTY UNITS = \$116,440

SUBSTITUTE TEACHERS

Effective

ADULT EDUCATION

(@\$36.32 Hourly Rate)

Street, Robert 1/12/05-6/30/05

REGULAR DAY-TO-DAY SUBSTITUTES

(@\$123 Daily Rate)

Perez Del Amo, Patricia 2/04/05

TEMPORARY CONTRACTS

Name/Assignment

Not to

Location

Exceed

Effective

Maier, Amy
John Muir Elementary/1st

100%
[replacing C. Hinshaw] 2/11/05-6/24/05

CHANGE IN ASSIGNMENT

Name/Assignment	
<u>Location</u>	<u>Effective</u>
Bohannon, Denise	2/1/05-6/30/05
Roosevelt/CDS	
<u>From:</u> 75%	
<u>To:</u> 50%	

LEAVES OF ABSENCE (with pay)

Name/Assignment	
<u>Location</u>	<u>Effective</u>
Webb Monastero, Suzanne	02/14/05-03/04/05
Malibu	[medical]
Conrod, Merryl	12/07/04-12/16/04
Webster Elementary	[medical]

RESIGNATIONS

Name/Assignment	
<u>Location</u>	<u>Effective</u>
Landry, Katherine	06/24/05
Malibu	

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/03/05

FROM: SUPERINTENDENT/MICHAEL D. MATTHEWS

RE: SPECIAL SERVICES EMPLOYEES

RECOMMENDATION NO. A.09

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>
Albright, Betsy Student Services/Health Services, provide nurse support for the Health Champions Postive Health Profile Program FUNDING: 01-93190-0-11100-31400-1910-041-1501 St John's: Health Champions	\$3,045	12/01/04-04/30/05	\$145/day
Dreyfuss, Kit Student Services/Health Services, provide nurse support for the Health Champions Postive Health Profile Program FUNDING: 01-93190-0-11100-31400-1910-041-1501 St John's: Health Champions	\$3,045	12/01/04-04/30/05	\$145/day
Hawkins, Chris Student Services/Health Services, provide nurse support for the Health Champions Postive Health Profile Program FUNDING: 01-93190-0-11100-31400-1910-041-1501 St John's: Health Champions	\$3,045	12/01/04-04/30/05	\$145/day
Martucci, Fran Student Services/Health Services, provide nurse support for the Health Champions Postive Health Profile Program FUNDING: 01-93190-0-11100-31400-1910-041-1501 St John's: Health Champions	\$2,030	12/01/04-04/30/05	\$145/day
Vessa, Dottie Student Services/Health Services, provide nurse support for the Health Champions Postive Health Profile Program FUNDING: 01-93190-0-11100-31400-1910-041-1501 St John's: Health Champions	\$3,045	12/01/04-04/30/05	\$145/day

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION ACTION/CONSENT
03/03/05
 FROM: SUPERINTENDENT/MICHAEL D. MATTHEWS/RICHARD R. IDE
 RE: CLASSIFIED PERSONNEL - MERIT

RECOMMENDATION NO. A.10

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

CONRAD, WEI-JIN	INSTR ASST - SPECIAL ED .75 HRS/SY WEBSTER RANGE: 20 STEP: 05	11/05/04
GONZALEZ, MONICA	CHILDREN CENTER ASST 3.5 HRS/SY MCKINLEY PS RANGE: 18 STEP: 01	02/02/05
WRIGHT, ELIZABETH	INSTR ASST - CLASSROOM 3 HRS/SY LINCOLN RANGE: 18 STEP: 01	02/14/05

VOLUNTARY DEMOTION

WINGATE, TANYA	ACCOUNTING ASSISTANT II 8 HRS/12 FISCAL SVCS FR: ACCOUNTING TECHNICIAN	02/07/05
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INVOLUNTARY TRANSFER

ABDULKAREEM, NEHAL	CHILDREN CENTER ASST 3.5 HRS/12 FRANKLIN FR: 3.5 HRS/12 MCKINLEY	09/07/05
BERRIOS, MERCEDES	CHILDREN CENTER ASST 3.5 HRS/SY CDS FR: 3.5 HRS MCKINLEY	02/01/05

PROFESSIONAL GROWTH

BRASHEARS, MARIE	ACCOUNTING TECHNICIAN FISCAL SERVICES	02/01/05
DOMINQUEZ-MORALES, YANET	COMPUTER LAB TECHNICIAN SANTA MONICA HIGH SCHOOL	02/01/05
ESCOBAR, VICTORIA	CAFETERIA WORKER FOOD & NUTRITION SVCS	02/01/05

HERMOSILLO, ADRIANA	CHILDREN CENTER ASST CDS	02/01/05
MORALES, CARLOS	INSTR ASST - CLASSROOM WILL ROGERS ELEMENTARY	02/01/05
SANCHEZ, JOHANNA	CHILDREN CENTER ASST CDS	02/01/05
<u>PROMOTION</u>		
DE LOS SANTOS, MARCO	ACCOUNTING TECHNICIAN 8 HRS/12 FISCAL RANGE: 29 STEP: 04 FR: ACCT ASSIST II CDS	02/07/05
BUENDIA, CAROLINA	INST ASST - CLASSROOM 5 HRS/SY MCKINLEY RANGE: 20 STEP: 03 FR: INST ASST - SPECIAL ED	02/07/05
<u>TEMP/ADDITIONAL ASSIGNMENT</u>		
KELLER, SHANNON	INST ASST - CLASSROOM PT DUME MARINE SCIENCE ELEM	02/01/05 06/10/05
WISHART, WILLIAM	AV TECH SUPPORT/STUDENT BODY SANTA MONICA HIGH SCHOOL	01/05 06/05
<u>SUBSTITUTES</u>		
ABBEY, CHANTAL	INST ASST SPECIAL EDUCATION	01/28/05 06/20/05
GOMEZ-PEREZ, ORMANDO	TECH SUPPORT ASST OLYMPIC	01/01/05 06/24/05
INIQUEZ, WILMA	CHILDREN CENTER ASST CDS	02/01/05 06/30/05
TORAB, AKRAM	CAFETERIA WORKER I FOOD & NUTRITION SVCS	02/14/05 06/24/05
TWYMAN, JATOYA	SR OFFICE SPECIALIST SPECIAL EDUCATION	02/07/05 06/30/05
VALADEZ, LUZ	INST ASST - PE VARIOUS SITES	02/14/05 02/14/05
WRIGHT, ELIZABETH	INST ASST - CLASSROOM LINCOLN MIDDLE SCHOOL	02/07/05 06/30/05

MEDICAL LEAVE OF ABSENCE

DE LA ROSA-ISAAC, JOHANNA	BIL COMMUNITY LIAISON OLYMPIC, INFANT & FAMILY SUPPORT PROGRAM	01/06/05 01/28/05
FREEMAN, MAX	CHILDREN CENTER ASST CDS	01/17/05 02/16/05
HUGHES, CLARENCE	UTILITY WORKER OPERATIONS	12/26/05 01/24/05
LOUISELL, SHANE	INST ASST WEBSTER ELEMENTARY	02/07/05 05/01/05

ESTABLISHED POSITION

OFFICE SPECIALIST 2.0 HRS/10	ROOSEVELT	02/15/05
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RETIREMENT

WELLS, JEANNE	SR ADMINISTRATIVE ASST SUPERINTENDENT'S OFFICE	07/31/05
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MOTION MADE BY:
SECONDED BY:
STUDENT ADVISORY VOTE:
AYES:
NOES:

TO: BOARD OF EDUCATION ACTION/CONSENT
03/03/05
FROM: SUPERINTENDENT/MICHAEL D. MATTHEWS/RICHARD R. IDE
RE: CLASSIFIED PERSONNEL - NON-MERIT

RECOMMENDATION NO. A.11

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 schedules.

STUDENT INTERN - ALLIANCE GRANT

GINES, BROOK	SANTA MONICA HIGH SCHOOL	01/01/05-06/30/05
MARTINEZ, ANGELICA	SANTA MONICA HIGH SCHOOL	12/20/05-06/30/05
SMITH, JASMINE	SANTA MONICA HIGH SCHOOL	01/01/05-06/30/05

STUDENT HELPER

ROMO, LUIS	STUDENT/FAMILY SUPPORT SVC	01/12/05-05/20/05
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NOON AIDE

FRTIZ, EULA	PT DUME MARINE SCIENCE	01/01/05
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ASSISTANT TRACK COACH

AHN, CHRISTINE	SANTA MONICA HIGH SCHOOL	02/05-06/05
ARMSTRONG, SHERMAN	SANTA MONICA HIGH SCHOOL	02/05-06/05
HUMPHREY, RAY	SANTA MONICA HIGH SCHOOL	02/05-06/05
WORTHAM, TREMAYNE	SANTA MONICA HIGH SCHOOL	02/05-06/05

ASSISTANT BOYS GOLF COACH

BURDICK, BARTON	SANTA MONICA HIGH SCHOOL	02/05-06/05
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ASSISTANT SOFTBALL COACH

SUGARMAN, AMARIAH	SANTA MONICA HIGH SCHOOL	02/05-06/05
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ASSISTANT SWIM COACH

SIAS, JEREMY	SANTA MONICA HIGH SCHOOL	02/05-06/05
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ASSISTANT BASEBALL COACH

DEARN, TIMOTHY	SANTA MONICA HIGH SCHOOL	02/05-06/05
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MOTION MADE BY:
SECONDED BY:
STUDENT ADVISORY VOTE:
AYES:
NOES:

TO: BOARD OF EDUCATION ACTION/MAJOR
03/03/05
FROM: JOHN E. DEASY/WINSTON A. BRAHAM/VIRGINIA I. HYATT
RE: AWARD OF PLAYGROUND RENOVATION-CHILD DEVELOPMENT CENTER
BID #5.06 to C.S. LEGACY CONSTRUCTION INC.; AND APPROVE
FUNDING ABOVE THE BUDGETED AMOUNT FROM STATE SCHOOL
BUILDING FUND

RECOMMENDATION NO. A.12

It is recommended that the Board of Education approve C.S. Legacy Construction, Inc., as the awarding contractor for the Playground renovation at the Child Development facility, in an amount not to exceed \$350,628. It is further recommended that the Board of Education fund the balance of the project using State School Building Fund in an amount of \$151,873.

Funding Information

Budgeted: Yes/No
Fund: 12
Source: Child Development
Account number: 12-91230-0-00000-00000-8699-090-0000 \$151,190
12-60550-0-85000-82000-6100-070-2700 \$ 50,000
12-60550-0-85000-82000-6100-070-2700 \$ 70,000
Paid Direct by the Environmental Dept \$ 35,000
Description: City of Santa Monica Grant
Children's Center Reserve
Children's Center Reserve
City of Santa Monica Environmental

COMMENT: The City of Santa Monica has granted the Child Development Center \$200,000 for the installation of a playground facility and bathroom renovation at the Washington West facility. To date, \$48,810 has been spent on bathroom renovation and architectural fees, leaving a balance of \$151,190. The City grant requires a match of \$50,000 from the CDS budget. Fund 12 was also going to fund the remaining balance of the estimated project cost in an amount of \$70,000. The City of Santa Monica Environmental Agency has agreed to direct pay the contractor \$35,000 towards the installation of a drainage recycling project. This total budgeted and funded amount is \$306,190.

The project cost is now estimated to be \$499,000. This is due to the construction bids coming in double the estimated amount of \$180,000, due to increased construction material costs.

Remaining Project Costs:

Expense	Amount	Total
Playground Equip w/installation	\$14,180.71	
Safety Surfacing	\$20,000	
2 Shade Structures	\$18,254	
Inspection/Contingency*	\$30,000	
Fire Alarm System*	\$25,000	\$107,435

*Estimated Expense

Project breakdown:

Bathroom/Architectural Fees	\$ 48,810
Playground Renovation	\$350,628
Remaining items	<u>\$107,435</u>
Total Project Cost	\$506,873
Available Funding (including bathroom)	(\$355,000)
Balance of funding required Fund 21	\$151,873

The District is negotiating with C.S. Legacy Construction to see if there are cost savings available to the District by reducing the scope of the project without compromising the quality of program needs. The District hopes to bring these cost savings to the Board at the next scheduled Board meeting. Due to City requirements to have the project completed by June 30, 2005, it is necessary to award this project in the full amount to begin construction.

The playground blueprints will be available at the meeting for review.

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

TO: BOARD OF EDUCATION

ACTION/MAJOR

03/03/05

FROM: JOHN E. DEASY/WINSTON A. BRAHAM

RE: APPOINTMENT OF ADDITIONAL MEMBERS TO THE FINANCIAL
OVERSIGHT COMMITTEE

RECOMMENDATION NO. A.13

It is recommended that the Board of Education appoint three members to the District's Financial Oversight Committee.

COMMENTS: In order to comply with the oversight responsibilities required by the passage of Measure "S" and to replace Ms. Wisnicki who was elected to the Board of Education, the Financial Oversight Committee will replace three members. The Board of Education, at its December 9, 2004 meeting (Item A.22) extended the application period through January, 2005. Applications were received in the Superintendent's office and were subsequently reviewed by the Financial Oversight Committee members.

The Committee interviewed applicants on February 1 and 8, 2005, met on February 22, 2005 and has forwarded its recommendations to the Board of Education under separate cover.

Board Members have received copies of all applications submitted for consideration for appointment.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/MAJOR

03/03/05

FROM: JOHN E. DEASY/WINSTON A. BRAHAM/TIMOTHY R. WALKER

RE: BUDGET ADJUSTMENTS

RECOMMENDATION NO. A.14

It is recommended that the Board of Education approve an increase to the General Fund - Unrestricted Budget in the amount of \$35,954.38 for the 2004-05 fiscal year, as detailed below:

COMMENTS: 1. **Increase** the budget for Special Education in a not-to-exceed amount of \$31,954.38 to cover the cost of three Instructional Assistants, as follows:

- (1) 6-hour Instructional Assistant @ Will Rogers
- (1) 6-hour Instructional Assistant @ Grant
- (1) 6-hour Instructional Assistant @ Malibu

2. **Increase** the budget for Information Services in a not-to-exceed amount of \$4,000 to cover the cost of a consultant to provide support oversight and to update the web pages for approximately (20) weeks.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/MAJOR

03/03/05

FROM: SUPERINTENDENT/MICHAEL D. MATTHEWS

RE: RESOLUTION NO. 04-14 REGARDING THE NONREELECTION OF
TEMPORARY CERTIFICATED EMPLOYEES

RESOLUTION NO. A 15

It is recommended that the Board of Education adopt Resolution No. 04-14 regarding the nonreelection of temporary certificated employees pursuant to Education Code 44954,

COMMENT: The Board of Education will discuss the employees listed in the attached resolution who are serving in certificated temporary assignments in closed session, as it relates to the overall reduction of services. Approval of Resolution No. 04-14 may take place in closed session, if so, the action will be reported in open session.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE: N/A

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

RESOLUTION NONREELECTING TEMPORARY CERTIFICATED EMPLOYEES

WHEREAS, pursuant to Education Code Section 44954, the Board may release a certificated temporary employee if the employee is notified before the end of the school year of the District's decision not to reelect the employee for the next succeeding school year;

WHEREAS, the employees listed below are serving only pursuant to temporary employment contracts; and

WHEREAS, it is this Board's intent to not reelect the employees listed below for the subsequent 2005-2006 school year, pursuant to Education Code Section 44954;

NOW, THEREFORE, BE IT RESOLVED, that the following employees serving only pursuant to temporary employment contracts be released from employment with this school district effective upon each employee's last working day of this current school year or upon the expiration of any applicable temporary employment contract (whichever occurs first) and are not reelected for the next succeeding school year:

3472	7107	9305	4632	5794	5031
1167	8837	5407	0486	3502	0249
7361	5944	1825	7511	0470	7711
5786	4582	2128	6239	7975	
1972	1622	4348	8318	4124	

BE IT FURTHER RESOLVED, that the Superintendent or his designee is directed to issue to the employees named in this Resolution the notice described in Section 44954 prior to March 15, 2005, informing them that they will not be reemployed for the 2005-2006 school year, and to take such further and additional actions as may be necessary to accomplish the purposes of this Resolution.

The foregoing Resolution was adopted by the Board of Education of the Santa Monica-Malibu Unified School District on the 3rd day of March 2005, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Emily Bloomfield
President, Board of Education of the
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 meeting held on March 3rd, 2005 in Los Angeles County, California.

John E. Deasy, Ph.D.
Secretary to the Board of Education
Santa Monica-Malibu Unified School District

TO: BOARD OF EDUCATION

ACTION/MAJOR

03/03/05

FROM: JOHN E. DEASY/MICHAEL D. MATTHEWS

RE: ADOPT RESOLUTION NO. 04-15 NONREELECTING CERTIFICATED
PROBATIONARY EMPLOYEES

RECOMMENDATION NO. A.16

It is recommended that the Board of Education approve the attached Resolution No. 04-15, Nonreelecting Certificated Probationary Employees pursuant to Education Code Section 44929.21 (b) as indicated on the Resolution, effective June, 2005.

COMMENT: The Board of Education is required to notify probationary employees on or before March 15 of the employee's second complete consecutive school year of employment of its decision to not reelect the employee for the next succeeding school year.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE: N/A

AYES:

NOES:

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

RESOLUTION NO. 04-15

RESOLUTION NONREELECTING A CERTIFICATED PROBATIONARY EMPLOYEE:

WHEREAS, pursuant to Education Code Section 44929.21(b), the Board is required to notify probationary employees on or before March 15 of the employee's second complete consecutive school year of employment of its decision to not reelect the employee for the next succeeding school year; and

WHEREAS, the following employees have been employed by this District in positions requiring certification qualifications, and are serving as probationary employees as indicated below:

5549	5291	0711	7966
1638	0561	7960	9252
4519	4479	5974	9465
0840	4762	7530	

WHEREAS, it is this Board's intent to not reelect the above-named employees for the subsequent school year, 2005-2006, pursuant to Education Code Section 44929.21(b);

WHEREAS, the decision to non-reelect the above employees is made on an individual basis.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. That the Board has determined that it is necessary at this time to send notice to each of the individual employees indicated above that he/she will not be reelected for the subsequent school year for the reasons set forth above, and as further supported by documents possessed by the District; and
2. That the Superintendent, or designee, is directed to issue to each individual employee listed above the notice described in Section 44929.21(b) prior to March 15, 2005, that he/she will not be reemployed for the 2005/2006 school year; and
3. That the Superintendent, or designee, is directed to take such further and additional actions as are necessary to appropriate too accomplish the purposes of this Resolution.

The foregoing Resolution was adopted by the Board of Education of the Santa Monica-Malibu Unified School District on the 3rd day of March, 2005, by the following vote:

Ayes:

Noes:

Absent:

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 meeting held on March 3, 2005.

John E. Deasy, Ph.D.
Secretary to the Board of Education
Santa Monica-Malibu Unified School District

TO: BOARD OF EDUCATION

ACTION/MAJOR

03/03/05

FROM: JOHN E. DEASY/MICHAEL D. MATTHEWS

RE: ADOPT RESOLUTION NO. 04-16 RELEASING AND REASSIGNING
CERTIFICATED ADMINISTRATORS

RECOMMENDATION NO. A.17

It is recommended that the Board of Education approve the attached Resolution No.04-16, Releasing and Reassigning Certificated Administrators pursuant to Education Code Section 44951 as indicated on the Resolution, effective June, 2005.

COMMENT: The Board of Education is required to notify certificated administrators on or before March 15 of its decision that the employee shall be reassigned to another administrative position for the next succeeding school year.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE: N/A

AYES:

NOES:

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

RESOLUTION NO. 4-16

**RESOLUTION RELEASING AND REASSIGNING
CERTIFICATED ADMINISTRATORS**

WHEREAS, California Education Code section 44951 requires that unless a certificated employee holding a position requiring an administrative or supervisory credential is sent written notice by registered mail by March 15, or, unless the signature of the employee is obtained on the written notice by March 15 that he or she shall be released from his or her position for the following school year, then he or she shall be continued in the position; and,

WHEREAS, the purpose of California Education Code section 44951 is to afford affected administrative employees adequate notice of reassignment and sufficient time to permit such employees to possibly seek other administrative employment prior to the beginning of the next school year; and,

WHEREAS, the employees listed below are currently employed by the Santa Monica-Malibu Unified School District in positions requiring an administrative credential; and,

WHEREAS, the Board and Superintendent have considered, on an individual basis, the performance of the employees listed below and the anticipated needs of the District and have determined that it is in the best interest of the District that each of the employees listed below be given notice of their release from their administrative position and salary placement at the end of the 2004-2005 and reassigned to another administrative position and its respective salary placement for the 2005-2006 school year.

NOW THEREFORE BE IT RESOLVED AND ORDERED, the Board of Education has determined, upon consideration on an individual basis, that the individuals listed below, each of whom is a certificated employee, shall be released from his or her administrative position at the end of the 2004-2005 school year, and the Superintendent, or designee, is hereby authorized to give written notice of this action.

EMPLOYEE NUMBER

6029

3837

The foregoing Resolution was adopted by the Board of Education of the Santa Monica-Malibu Unified School District on the 3rd day of March, 2005, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

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

I, John E. Deasy, Secretary to 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 meeting held on March 3, 2005.

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

TO: BOARD OF EDUCATION

ACTION/MAJOR

03/03/05

FROM: JOHN E. DEASY/MICHAEL D. MATTHEWS

RE: ADOPT RESOLUTION NO. 04-17 RELEASING AND REASSIGNING
CERTIFICATED ADMINISTRATORS

RECOMMENDATION NO. A.18

It is recommended that the Board of Education approve the attached Resolution No. 04-17 Releasing and Reassigning Certificated Administrators pursuant to Education Code Section 44951 as indicated on the Resolution, effective June, 2005.

COMMENT: The Board of Education is required to notify certficiated administrators on or before March 15 of its decision that the employee may be reassigned to another administrative position for the next succeeding school year.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE: N/A

AYES:

NOES:

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

RESOLUTION NO. 04-17

RESOLUTION RELEASING AND REASSIGNING
CERTIFICATED ADMINISTRATORS

WHEREAS, California Education Code section 44951 requires that unless a certificated employee holding a position requiring an administrative or supervisory credential is sent written notice by registered mail by March 15, or, unless the signature of the employee is obtained on the written notice by March 15 that he or she may be released from his or her position for the following school year, then he or she shall be continued in the position; and,

WHEREAS, the purpose of California Education Code section 44951 is to afford affected administrative employees adequate notice of possible reassignment and sufficient time to permit such employees to possibly seek other administrative employment prior to the beginning of the next school year; and,

WHEREAS, the employees listed below are currently employed by the Santa Monica-Malibu Unified School District in positions requiring an administrative credential; and,

WHEREAS, the Board and Superintendent have considered, on an individual basis, the performance of the employees listed below and the anticipated needs of the District and have determined that the certificated employees listed below be given notice of their potential release from their administrative assignment and salary placement at the end of the 2004-2005 school year and be reassigned to another administrative position and its respective salary placement for the 2005-2006 school year.

NOW THEREFORE BE IT RESOLVED AND ORDERED, the Board of Education has determined, upon consideration on an individual basis, that the individuals listed below, each of whom is a certificated employee, may be released from his or her administrative position and salary placement at the end of the 2004-2005 school year, and the Superintendent, or designee, is hereby authorized to give written notice of this possible action.

EMPLOYEE NUMBER

2687
9304
4715
4680

The foregoing Resolution was adopted by the Board of Education of the Santa Monica-Malibu Unified School District on the 3rd day of March, 2005, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Emily Bloomfield, President
Board of Education of the
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 meeting held on March 3, 2005.

John E. Deasy, Ph.D.
Secretary to the Board of Education
Santa Monica-Malibu Unified School District

TO: BOARD OF EDUCATION
 FROM: SUPERINTENDENT/TIMOTHY R. WALKER
 RE: APPROVAL OF SPECIAL EDUCATION CONTRACTS

ACTION/MAJOR
 03/03/05

RECOMMENDATION NO. A.19

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

Nonpublic School/Agency	Student DOB	Service Description	Contract Number	Cost Not to Exceed
Excelsior Youth Centers, Inc.	12-21-89	NPS	#78	\$ 5,412
Augmentative Communication Therapies, Inc.	08-17-99	NPA - Augmentative Communication Assessment 2/05 - 06/05	#142	\$ 500
Baby & Baby, Inc.	10-20-00	NPA - PT	#143	\$ 1,440
Child Counseling & Behavior Therapy Clinic, Inc.	02-03-97	NPA - Behavior Therapy 07/04 - 09/04	#144	\$ 7,574
Computer Access Center	01-03-91	NPA - Assistive Technology Training 01/05 - 06/05	#145	\$ 920
Smart Start	05-06-94	NPA - Speech	#146	\$ 4,000
Step by Step	07-12-98	NPA - Behavior Therapy, OT & Speech	#147	\$ 16,680
Step by Step	05-30-96	NPA - Behavior Therapy	#148	\$ 9,420
Autism Spectrum Therapies Contract Increase	11-13-93	NPA - Behavior Therapy	#120 UC05352	\$ 4,200

Amount Budgeted NPS/NPA 04/05	\$ 3,600,000
Prior Board Authorization as of 02/17/05	<u>\$ 3,557,870</u>
Balance	\$ 42,130
Positive Adjustment	<u>\$ 123,910</u>
(See Attachment)	\$ 166,040
Total Amount of these Contracts	<u>\$ 50,146</u>
Balance	\$ 115,894

*Prior Year Authorization (02-19-04) \$3,165,026

Adjustment					
NPS/NPA Budget 01-65000-0-57500-11800-5825-043-1400					
There has been a reduction in authorized expenditures of NPS/NPA contracts for FY 2004-05 in the amount of \$ 123,910 as of March 3, 2005.					
Nonpublic School/ Agency	Service Description	Contract Number	Reduce (R) Eliminate (E)	Adjusted Amount	Comment
Poseidon	NPS	#26 UC05052	R	\$ 8,347	Student back to District (Feb.2005)
Summitview Westside	NPS	#34 UC05060	R	\$ 26,130	Student back to District (Dec.2004)
Village Glen Westside	NPS	#44 UC05071	R	\$ 24,000	Student no longer at NPS
Vista	NPS	#56 UC05083	R	\$ 16,683	Student back to District (Jan.2005)
Bruce Gale	NPA	#136 UC05405	E	\$ 5,250	Services not needed from NPA
Smart Start	NPA	#41 UC05132	E	\$ 43,500	Services provided by another NPA

Instructional Consultants

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

Instructional Consultant	Student DOB	Service Description	Contract Number	Cost Not to Exceed
Deborah Bohn	08-25-98	Instr.Consultant - Physical Therapy Evaluation 02/05 - 06/05	#96	\$ 300
Deborah Bohn	02-04-02	Instr.Consultant - Physical Therapy Evaluation 02/05 - 06/05	#97	\$ 300
Education Spectrum Services	02-23-98	Instr.Consultant-Consulation Services 2/05 - 6/05	#98	\$ 5,090
Trang Nguyen	02-02-94	Instr.Consultant - Vision Assessment 02/05 - 06/05	#99	\$ 500
Rehabnet Outpatient Center, Inc. - ROC Contract Increase	02-23-98	Instr.Consultant - Speech Services 02/05 - 06/05	#92 UC05425	\$ 3,847

Amount Budgeted Instructional Consultants 04/05		\$ 400,000
Prior Board Authorization as of 02/17/05		\$ 434,767
Balance	-	\$ 34,767

Total Amount of these Contracts \$ 10,037

Balance - \$ 44,804

Non-Instructional Consultants

2004-2005 Budget 01-65000-0-57500-11800-5890-043-1400

Non-Instructional Consultant	Student DOB	Service Description	Contract Number	Cost Not to Exceed
Parent Reimbursement	04-18-94	Non-Instr Consultant-Reimbursement to parent for a Speech/Language evaluation for school year 2004-05.	#31	\$ 800
Parent Reimbursement	07-21-91	Non-Instr Consultant-Reimbursement to parent for ed therapy for school year 2004-05.	#31	\$ 1,000

Non-Instructional Consultant	Student DOB	Service Description	Contract Number	Cost Not to Exceed
Parent Reimbursement	10-16-00	Non-Instr.Consultant Reimbursement to parent for Speech & OT services provided in school year 2003-2004.	#32	\$ 7,438
Parent Reimbursement Contract Increase	02-23-98	Non-Instr.Consultant - Parent reimbursement for OT, PT, and Speech services for school year 2004-2005.	#26 UC05369	\$ 7,600

Amount Budgeted Instructional Consultants 04/05	\$ 200,000
Prior Board Authorization as of 02/17/05	\$ 180,195
Balance	\$ 19,805
 Total Amount of these Contracts	 \$ 16,838
 Balance	 \$ 2,967

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

03/03/05

FROM: BOARD OF EDUCATION

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

RECOMMENDATION NO. A.20

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.

This agreement was presented for discussion at the February 3, 2005 Board of Education meeting. At the meeting of February 17, the Board of Education directed that the agreement and the letter from the Financial Oversight Committee containing concerns and recommended modifications to the Agreement be sent to the City of Santa Monica. Staff has complied with that direction.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

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 31st and one half by June 30th. 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 1st 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 4th 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 16th 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

SCHOOL

SANTA MONICA MALIBU UNIFIED
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 16th 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

DISCUSSION

03/03/05

FROM: JOHN E. DEASY/LINDA KAMINSKI

RE: INDEPENDENT STUDY FOR HOME SCHOOLED STUDENTS

DISCUSSION ITEM NO. D.1

School districts have the option of providing support for students who are home schooled through an independent study program. Such a program can provide support for parents and students in a variety of curricular areas as well as providing access for students to enrichment opportunities at schools. Costs for the program are reimbursed by the state. A discussion regarding the benefits and plan for such a program will be presented for the Board's consideration.

TO: BOARD OF EDUCATION

DISCUSSION

03/03/05

FROM: JOHN E. DEASY/SUPERINTENDENT

RE: MEMORANDUM OF UNDERSTANDING BETWEEN THE SANTA MONICA-
MALIBU UNIFIED SCHOOL DISTRICT AND THE SANTA MONICA-
MALIBU EDUCATION FOUNDATION

DISCUSSION ITEM NO. D.2

Attached for review and discussion is the Memorandum of Understanding between the District and the Education Foundation. As stated in the adopted (September 9, 2004) gift policy, the Education Foundation is named as the Equity Fund administrator. The duties of the organization include the collection and distribution of funds and public reporting through an annual audit. The organization will also be responsible for the collection of voluntary donations to the Equity Fund. A board of directors from the Education Foundation and community will be established to oversee the Equity Fund and its activities.

Additional responsibilities of the Equity Fund Board include:

- 1) Actively fundraise for the Fund
- 2) assist sites/schools in fundraising through a cadre of experts in this area. These volunteers will be at the disposal of various schools to help with this important work.
- 3) Support a sister site program for those who wish to participate
- 4) Post an annual audit of both the finances and activities of the Equity Fund.

This group of community volunteers should report to the School Board on a regular basis.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“Memorandum”), entered into this ____ day of _____, 2005, by and between the Santa Monica-Malibu Unified School District and the Santa Monica-Malibu Education Foundation, is made with reference to the following:

RECITALS

A. The Santa Monica-Malibu Unified School District (“District”) is a Local School District, duly organized and validly existing under California Education Code §§ 35010 et seq., with the power to carry out its business as it is now being conducted under the statutes of the State of California and the Bylaws of the District.

B. The Santa Monica-Malibu Education Foundation (“Foundation”) is a California non-profit organization with tax-exempt status pursuant to I.R.C. § 501(c)(3). The Foundation is in good standing under the laws of the State of California and the United States, and has corporate power to carry out its business as specified in its Bylaws.

C. In September, 2004, the District approved a revised policy on the acceptance of gifts, designated BP 3290 (“Gift Policy”). The Gift Policy establishes an Equity Fund consisting of both voluntary and required contributions. Proceeds of the Equity Fund will be distributed to the District’s school sites in accordance with a formula adopted as part of the Gift Policy or as otherwise approved by the District.

D. Paragraph III.F. of the Gift Policy provides that the Board of Education will designate the Foundation to administer the Equity Fund. The purpose of this Memorandum of Understanding is to establish the rights and responsibilities of the District and the Foundation in the administration of the Equity Fund.

E. The Superintendent of Schools, or his/her designee, is authorized to negotiate this Memorandum with the Foundation.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM OF MEMORANDUM.

The term of this Memorandum shall be from _____ to October 1, 2005, unless this Memorandum is sooner terminated as provided herein. The parties may renew the Memorandum for successive years.

2. RIGHTS AND RESPONSIBILITIES OF THE FOUNDATION.

A. In accordance with Paragraph III.F. of the Gift Policy, and in consultation with the District, the Foundation shall form an Equity Fund Board of Directors from among its Directors and other members of the community. The Equity Fund Board of Directors shall be responsible to carry out the Foundation's responsibilities pursuant to this Memorandum. The Equity Fund Board of Directors shall report regularly to the Foundation and to the District.

B. The Foundation shall collect all mandatory contributions to the Equity Fund. Collection shall occur in June, as required by Paragraph III.D. of the Gift Policy.

C. The Foundation shall collect all voluntary contributions to the Equity Fund whenever they are made. Voluntary contributions shall be kept in an interest-bearing bank account, separate from mandatory contributions. In accordance with its general policy and in furtherance of its goals, the Foundation shall collect an administrative fee equal to five percent of all monies contributed to the voluntary part of the Equity Fund.

D. The Foundation shall distribute Equity Fund proceeds in accordance with Paragraph III.C.3. of the Gift Policy, in amounts designated by the District. The funds shall be distributed in July, as required by paragraph III.D. of the Gift Policy, or as otherwise directed by the District. The Foundation shall not be responsible for calculating amounts due to the individual sites/schools, but shall accept as accurate the calculations of the District.

E. The Foundation shall conduct an annual audit of the Equity Fund, and shall make the audit available to the public through the District's website.

F. The Foundation shall advise sites/schools concerning ways to enhance their fundraising efforts.

G. The Foundation shall assist sites/schools that need more assistance in fundraising by attempting to match those schools with persons from sites/schools that have had more successful fundraising efforts.

H. The Foundation shall cooperate with the District and others in encouraging the giving of voluntary contributions to the Equity Fund. The District understands, however, that the Foundation's human resources are extremely limited, and that it does not have the capacity to conduct extensive fundraising efforts for the Equity Fund. However, the Foundation shall make available its fundraising expertise to those who are actively engaged in raising voluntary donations to the Equity Fund.

3. RESPONSIBILITIES OF DISTRICT.

A. The District shall reimburse the Foundation for all expenses incurred in administration of the Gift Policy, including the cost of the annual audit.

B. The District shall calculate the amount of the annual distribution to each school site in accordance with Paragraph III.C.3. of the Gift Policy, and shall convey that information to the Foundation.

4. TERMINATION OF MEMORANDUM.

Either party may terminate this agreement at any time upon written notice. In the event either party exercises its right to terminate as provided in this paragraph, the Foundation shall remit all unallocated Equity Fund monies to the District within a reasonable period of time so as not to disrupt the ongoing viability of the Equity Fund or the administration of the Gift Policy as a whole.

5. COMPLIANCE WITH LAW.

The parties shall comply with all federal, state, and local laws, ordinances, regulations, and directives as they shall relate to the performance of this Memorandum or any modifications or amendments thereto.

6. INDEPENDENT CONTRACTOR.

The Foundation is an independent contractor and is not an agent, employee, or officer of the District.

7. INDEMNIFICATION AND HOLD HARMLESS.

A. The Foundation shall indemnify and hold harmless the District and its officers, agents, volunteers, and employees for and against all loss, damages, liability, claims, suits, costs, and expenses, whatsoever, including reasonable attorneys' fees, arising out of the negligence or other wrongdoing of the Foundation, its officers, employees, volunteers, or agents connected to the activities conducted pursuant to this Memorandum.

B. The District shall indemnify and hold harmless the Foundation and its officers, agents, volunteers, and employees for and against all loss, damages, liability, claims, suits, costs, and expenses, whatsoever, including reasonable attorneys' fees, arising out of the negligence or other wrongdoing of the District, its officers, employees, volunteers, or agents connected to the activities conducted pursuant to this Memorandum.

8. PROHIBITION AGAINST TRANSFERS.

Neither party to this Memorandum shall assign, subcontract, or transfer this Memorandum or any interest therein, directly or indirectly, by operation of law or otherwise, without the prior written consent of the other party. Any attempt to do so without written consent shall be null and void, and any assignee, subcontractor, or transferee, shall acquire no right or interest by reason of the attempted assignment, subcontract, or transfer. In the event that an assignment, subcontract, or transfer of this Memorandum, or any portion thereof, is approved by the other party, all appropriate provisions and requirements of this Memorandum shall apply to any assignment, subcontract, or transfer.

9. NOTICES.

A. All notices, demands, requests, or approvals which are required by this Memorandum, or which either the District or the Foundation may desire to serve upon the other, shall be in writing and shall be conclusively deemed served when delivered personally or forty-eight hours after the deposit thereof in the United States mail, postage prepaid, registered or certified, and addressed as hereinafter provided.

B. All notices, demands, requests, or approvals from the District to the Foundation shall be addressed as follows:

**Executive Director
Santa Monica-Malibu Education Foundation
1649 16th Street
Santa Monica, CA 90404**

C. All notices, demands, requests, or approvals from the Foundation to the District shall be addressed as follows:

**Superintendent
Santa Monica-Malibu Unified School District
1651 16th St.
Santa Monica, CA 90404**

10. AUTHORITY TO BIND FOUNDATION.

Upon receipt of a fully executed copy of this Memorandum, the Foundation shall furnish to the District a written list of persons authorized to execute, on behalf of the Foundation, agreements, contracts, modifications to contracts, or other documents as they may be required by the District. In the event authority is delegated to a position (e.g., President, Vice-President, Treasurer) rather than to an individual, the list of positions and individuals filling those positions so authorized shall be furnished. If any changes should occur to this list during the term of this Memorandum, a revised copy shall be promptly furnished to the District.

11. WARRANTY OF SERVICES.

The Foundation warrants and guarantees that all services it performs hereunder for the District shall be performed in a manner commensurate with the highest professional standards.

12. INTEGRATED AGREEMENT.

Each party to this Memorandum acknowledges that no representations, inducements, promises, or agreements, oral or written, have been made by any party, or any one acting on behalf of any party, which are not embodied herein. Any amendment or modification to this Memorandum will be effective only if in writing and signed by both parties.

15. PARTIAL INVALIDITY.

If any provision of this Memorandum is held by any competent court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

16. WAIVER.

A waiver by the District or by the Foundation of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or other term, covenant, or condition contained herein, whether of the same or a different character.

17. GOVERNING LAW.

The validity of this Memorandum and any of its terms or provisions, as well as the rights and duties hereunder, shall be interpreted and construed pursuant to and in accordance with the laws of the State of California.

18. SECTION HEADINGS.

The section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning, or intent of the provisions of this Memorandum.

19. COSTS OF LITIGATION.

If any legal action is necessary to enforce any provision hereof or for damages by reason of an alleged breach of any provisions of this Memorandum, the prevailing party shall be entitled to receive from the losing party all costs and expenses and such an amount as the court may adjudge to be reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed on the day and year first above written.

SANTA MONICA-MALIBU
UNIFIED SCHOOL DISTRICT

BY: _____
John E Deasy, Ph.D.
Superintendent

SANTA MONICA-MALIBU
EDUCATION FOUNDATION

BY: _____
Ralph Mechur
President

TO: BOARD OF EDUCATION
FROM: SUPERINTENDENT
RE: BASIC/SUPPLEMENTAL TEXTBOOK ADOPTION

INFORMATION
03/03/05

INFORMATION ITEM NO.I.1

It is recommended that the textbooks listed below be considered for adoption for the Santa Monica-Malibu Unified School District. The Board of Education will take action to adopt these books at the next Board of Education meeting.

THE BOTANY OF DESIRE, by Michael Pollan, for Grades 11-12, Adoption requested by Carol Jago at Samohi

JOE TURNER'S COME AND GONE, by August Wilson, for Grades 11, Adoption requested by Meredith Louria at Samohi

MR RAINEY'S BLACK BOTTOM, by August Wilson, for Grades 11, Adoption requested by Meredith Louria at Samohi

SEVEN GUITARS, by August Wilson, for Grades 11, Adoption requested by Meredith Louria at Samohi

JITNEY, by August Wilson, for Grades 11, Adoption requested by Meredith Louria at Samohi

PROJECT TOWARD NO DRUG ABUSE, BY Steven Sussman, Ph.D., Sande Craig, MaryAnn Moss for grade 9, Adoption requested by Ruth Esseln from Samohi

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