

For a Listing of Upcoming Board Meetings See Page vi of this Table of Contents
Santa Monica-Malibu Unified School District
Board of Education Meeting
AGENDA

June 28, 2007

A regular meeting of the Santa Monica-Malibu Unified School District Board of Education will be held on **Thursday, June 28, 2007**, in the **District Administrative Offices**: 1651 16th Street, Santa Monica, CA. The Board of Education will call the meeting to order at 3:00 p.m. in the Board Conference Room at the District Offices: 1651 16th Street, Santa Monica, CA., at which time the Board of Education will move to Closed Session regarding the items listed below. The public meeting will reconvene at 5:30 p.m. in the Board Room.

The public meeting will begin at 5:30 p.m.

Persons wishing to address the Board of Education regarding an item that is scheduled for this meeting must submit the "Request to Address" card **prior** to discussion of that item. Persons wishing to address the Board of Education regarding an item that is **not** scheduled on this meeting's agenda may speak during the Public Comments section by submitting the Request to Address card at the beginning of the meeting. The same card is used for either option and is printed in both Spanish and English. Cards are located with meeting materials at the back of the room. Completed cards should be submitted to the Recording Secretary.

Time Certain Items: Those items listed for a specified time (indicated in bold) are listed to give the public an indication of when a particular item of interest will come before the Board. The Board will hear the item at the affixed time. However, if it is prudent to do so, the Board may adjust the time stamp to complete an item currently on the floor, but will not delay the time stamped item for more than 15 minutes.

I. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance

II. PUBLIC COMMENTS FOR CLOSED SESSION ITEMS ONLY

III. CLOSED SESSION:

- Receipt of recommendation for approval of the proposed settlement cases pursuant to GC §54956.9 (b), as cited in the Brown Act:
 - DN-1090-06/07 DN-1098-06/07
 - DN-1091-06/07 DN-1101-06/07
 - DN-1095-06/07
- Conference with Superintendent regarding District Non-Represented Employees (management and confidential) pursuant to GC §54957.6, as cited in the Brown Act.
- Conference with Superintendent regarding 2007-2008 Strategies for Negotiations with S.E.I.U. pursuant to GC §54957.6 as cited in the Brown Act.
- Superintendent's performance evaluation and 2006-07 Performance Targets pursuant to GC §54954.5 as cited in the Brown Act.
- Closed session with legal counsel concerning pending litigation pursuant to GC §54956.9(b)(3) as cited in the Brown Act (2 cases).

If you will require accommodation to participate in the Board meeting, please notify the Superintendent's Office at least one day prior to the meeting.
Board of Education Meeting AGENDA: June 28, 2007

IV. BOARD OF EDUCATION - COMMENDATIONS / RECOGNITIONS

- Teachers Network Leadership Institute (TNLI)
 - Staci Erlandson – Roosevelt Elementary School
 - Denise Herrera – Will Rogers Elementary School
 - Lisa Johnson – Santa Monica High School
 - Chon Lee- Lincoln Middle School
 - LaSonja Roberts – Santa Monica High School
 - Carl Witt – Will Rogers Elementary School
- Outgoing Board Member Emily Bloomfield

V. APPROVAL OF THE AGENDA

VI. APPROVAL OF MINUTES

A.01 Approval of Minutes1
 May 31, 2007
 June 7, 2007
 June 13, 2007

VII. CONSENT CALENDAR

Consent agenda items are considered routine, as agreed by the President, Vice President and Superintendent, requiring no discussion, and are normally all approved at one time by the Board of Education. However, members of the Board of Education, staff, or the public may request an item be removed from the consent agenda for clarification and/or discussion. Consideration will occur during Section XI (Major Items).

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 A.03 Conference and Travel Approval/Ratification..... 4-5
 A.04 Acceptance of Gifts: 2006 – 2007 6-10
 A.05 Consolidated Application, Part I..... 11-12
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 A.07 Head Start Collaboration with the Los Angeles County Office of Education (LACOE).....14
 A.08 Agreement to Provide General Child Care and Development Services (CDC) for Fiscal Year 2007-08 15
 A.09 Agreement to Provide School-Age Community Child Care (SACCC) Services for Fiscal Year 2007-08 16
 A.10 Agreement to Provide State Preschool Services (SPS) for Fiscal Year 2007-08 17
 A.11 Child Development Services John Adams Preschool Parent Handbook 18
 A.12 John Adams Child Development Services – Parent Fees 19
 A.13 Approval of Special Education Contracts - 2006-2007 20-23

Business and Fiscal

A.14 Award of Purchase Orders 24-24d
 A.15 Approval of First Amendment to Lease for Office Space at 1638 17th Street 25-25b
 A.16 Award of Unit Pricing Contract for Districtwide Asphalt Repair/Replacement – Bid # 4.05 – Ben’s Asphalt & Maintenance – Year Three 26

If you will require accommodation to participate in the Board meeting, please notify the Superintendent’s Office at least one day prior to the meeting. ii

A.17	Award of Exterior Painting Project – Bid # 7.03 – To Prime Painting and Alpha Décor & Painting, Inc.	27-28
A.18	Award of Lead Paint Stabilization Project – Bid # 7.07 – To Karcher Environmental and Fix Painting	29-30
A.19	Award of Rubber Safety Surfacing and Unit Pricing Contract for Districtwide Rubber Safety Surfacing Repair/Replacement– Bid#8.03 –Spectraturf Inc....	31
A.20	Award of Transit Buses to A-Z Bus Sales	32-33
A.21	Approval of Facilities Expansion to the Malibu Boys & Girls Club.....	34

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A.22	Certificated Personnel - Elections, Separations	35-44
A.23	Special Service Employees	45
A.24	Classified Personnel - Merit.....	46-49
A.25	Classified Personnel - Non-Merit	50

VIII. PUBLIC COMMENTS

Public Comments is the time when members of the audience may address the Board of Education on items not scheduled on the meeting's agenda. All speakers are limited to three (3) minutes. When there are a large number of speakers, the Board may reduce the allotted time to two (2) minutes per speaker. The Brown Act (Government Code) states that Board members may not engage in discussion of issues raised during “VIII, Public Comments” except to ask clarifying questions, make a brief announcement, make a brief report on his or her own activities, or to refer the matter to staff. This Public Comment section is limited to 20 minutes. If the number of persons wishing to address the Board of Education exceeds the time limit, additional time will be provided in Section XVI, **CONTINUATION OF PUBLIC COMMENTS.**

IX. COMMUNICATIONS

The Communications section provides an opportunity for the Board of Education to hear reports from the individuals or Committee representative listed below. All reports are limited to 5 minutes or less. However, if more time is necessary, or if a report will not be presented, please notify the Board secretary eight workdays prior to the date of the meeting.

- A. Student Board Member Reports**
 - B. SMMCTA Update - Mr. Harry Keiley**
 - C. S.E.I.U. Update - Ms. Keryl Cartee**
 - D. PTA Council President Report – Rebecca Kennerly**
 - E. Financial Oversight Committee**
 - F. District Advisory Committee Reports (10 minutes per DAC)***
 - 1. English Learners Advisory Council..... 51-55
- *District responses are scheduled for a July 2007 board meeting*

X. SUPERINTENDENT’S REPORT

- Graduation Ceremonies – Congratulations to the students and school staff

MAJOR and DISCUSSION Items

As a general rule, items under MAJOR and DISCUSSION will be listed in order of importance as determined by the President, Vice President and Superintendent. Individual Board members may move to request a change in the order prior to consideration of any Major item. The Board may also move any of these items out of order to be heard immediately following PUBLIC COMMENTS if it appears that there is special interest by the public or as a courtesy to staff members making presentations to the Board.

XI. MAJOR ITEMS

These items are considered to be of major interest and/or importance and are presented for **ACTION (A)** or **INFORMATION (I)** at this time. Many have been reviewed by the Board at a previous meeting under the Discussion Items section of the agenda.

7:00 pm	A.26	Public Hearing on 2007-08 Final Budget	56
	A.27	District Budget for 2007-08	57-80
	A.28	Administrative Appointment	81
	A.29	Administrative Appointment	82
	A.30	Amend Administrative Contract	83
	A.31	Approval of Joint Use Agreement between the Santa Monica-Malibu Unified School District and the Boys and Girls Club of Santa Monica.....	84-126
	A.32	Acceptance of Preliminary Draft Facilities Master Plan	127
	A.33	Appoint Additional Members to the Measure “BB” Advisory Committee and Approve Changes to Committee Charges.....	128-130
	A.34	Award of Program Management Contract for Measure “BB” Bond to Parsons 3D/I.....	131-132
	A.35	Classified Administrative Contract – Director on Special Assignment.....	133-136
	A.36	Review and Approve Questions and Application for Filling Vacancy on Board of Education	137-138
	A.37	Bus Pass Issuance Procedures and Fee Schedule for 2007-08	139-141
	A.38	Award of HVAC Units – Bid # 8.04R – To Lumas Air, Inc. and Bay Cities Furnace and Air Conditioning	142-143
	A.39	Award of Smart Board Installation to Oliver Worldclass Labs, Inc., and Electrical Installation of Smart Boards to Cartier Electric Technologies, Inc. – Bid # 6.10.....	144-145

XII. DISCUSSION ITEMS

These items are submitted for information (FIRST READING) and discussion. Action will generally be considered at the next regularly scheduled meeting of the Board.

6:30 pm	D.01	Negotiated or Competitive Sale of Series “A” of the Measure “BB” General Obligation Bond.....	146-147
	D.02	Revise Policy 5121 – Grades / Evaluation of Student Achievement.....	148-150
	D.03	Delete Policy 5123.2 – Uniform Grading System, Junior High Schools.....	151-152
	D.04	Revise Policy 5131.7 – Weapons and Dangerous Instruments.....	153-155
	D.05	Delete Policy 5131.8 – Use of Pepper Spray	156-157
	D.06	New Policies Relating to Technology: 0440, 4040, 6162.7, 6163.4, 6163.1.....	158-166
	D.07	Revise Policy 6158 – Independent Study	167-170

If you will require accommodation to participate in the Board meeting, please notify the Superintendent’s Office at least one day prior to the meeting.

XIII. INFORMATIONAL ITEMS

I.01 Supplemental Textbooks..... 171-173

XIV. BOARD MEMBER ITEMS

These items are submitted by individual Board members for information or discussion, as per Board Policy 8320(b).

XV. REQUESTS BY MEMBERS OF THE PUBLIC OR DISTRICT ADVISORY COMMITTEES TO ADDRESS THE BOARD OF EDUCATION

These items are submitted by members of the public to address the Board of Education on a matter within the jurisdiction of the Board, as per Board Policy 8320(c). Requests must be submitted to the Superintendent in writing ten days before the Board meeting or prior to agenda planning, in accordance with the established agenda planning schedule, whichever is less. The written request will not exceed 500 words and will include, as an attachment, brief background information and the reason for the request.

XVI. CONTINUATION OF PUBLIC COMMENTS

A continuation of Section VIII, as needed. (If the number of persons wishing to address the Board of Education exceeds the time limit in section VIII, additional time will be provided in Section XVI, CONTINUATION OF PUBLIC COMMENTS.)

XVII. BOARD MEMBER COMMENTS

Board Member Comments is the section where a Board member may make a brief announcement or make a brief report on his or her own activities relative to Board business. There can be no discussion under “BOARD MEMBER COMMENTS.”

XVIII. FUTURE AGENDA ITEMS

Items for future consideration will be listed with the projected date of consideration. The Board of Education will be given any backup information available at this time.

XIX. CLOSED SESSION

The Board of Education will, if appropriate, adjourn to CLOSED SESSION to complete discussion on items listed for CLOSED SESSION following the regular business meeting.

XX. ADJOURNMENT

This meeting will adjourn to the next regularly scheduled meeting to be held on **Thursday, July 12, 2007, at 5:30 p.m.** at the **District Administrative Offices**, 1651 16th Street, Santa Monica, CA.

Meetings held at Santa Monica City Hall are broadcast live - City TV2, Cable Channel 16.

Meetings held at the District Office and in Malibu are taped and rebroadcast in Santa Monica on CityTV2, Cable Channel 20 - Check TV listing.

Meetings are rebroadcast in Malibu on Government Access Ch. 3 every Saturday at 8pm

SMMUSD Board of Education Meeting Schedule 2007-2008

Public Meetings begin at 5:30pm

July through December 2007					
Month	1 st Thursday	2 nd Thursday	3 rd Thursday	4 th Thursday	Special Note:
July		7/12 DO			
August		8/9 DO		8/23 DO	
September	9/6 DO			9/27 DO	
October	10/4 M		10/18 SM		
November	11/1 M		11/15 SM	11/30 WHERE (5th Thurs)	Thanksgiving 11/22-23
December		12/13 DO		winter break	Usually one mtg. (Three wks in Dec. before winter break)
December 24 – 31: Winter Break					
January through June 2008					
January 1 – 4: Winter Break					
January	winter break		1/17 DO	1/31 WHERE (5th Thurs)	
February	2/7 M		2/21 SM		
March		3/13 DO	spring break	spring break	Stairway 3/6 & 3/7
March 17 – 28: Spring Break					
April	4/3 DO		4/17 SM		
May	5/1 M		5/15 SM	5/29 WHERE (5th Thurs)	
June	6/5 DO			6/26 DO	Last day of school 6/20

District Office (DO): 1651 16th Street, Santa Monica.
 Malibu City Council Chambers (M): 23815 Stuart Ranch Road, Malibu, CA
 Santa Monica City Council Chambers (SM): 1685 Main Street, Santa Monica.

If you will require accommodation to participate in the Board meeting, please notify the Superintendent's Office at least one day prior to the meeting.
 Board of Education Meeting AGENDA: June 28, 2007

**Santa Monica-Malibu Unified School District
Board of Education
June 28, 2007**

I CALL TO ORDER

A Roll Call

Kathy Wisnicki – President
Oscar de la Torre – Vice-President

Emily Bloomfield
Jose Escarce
Maria Leon-Vazquez
Kelly Pye
Barry Snell

Student Board Members

B Pledge of Allegiance

II CLOSED SESSION

TO: BOARD OF EDUCATION
FROM: DIANNE TALARICO
RE: APPROVAL OF MINUTES

ACTION
06/28/07

RECOMMENDATION NO. A.01

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

May 31, 2007
June 7, 2007
June 13, 2007

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

CONSENT ITEMS

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/28/07

FROM: DIANNE TALARICO / TIMOTHY R. WALKER / MAUREEN BRADFORD

RE: APPROVAL OF INDEPENDENT CONTRACTORS

RECOMMENDATION NO. A.02

It is recommended that the Board of Education enter into an agreement with the following Independent Contractors. These contracts are included in the 2006/2007 budget.

Contractor/ Contract Dates	Description	Site	Funding
Karen Belanger – Heinemann 6/9/07 not to exceed: \$ 3500	Professional Development – Buy Back Day Writing Curriculum K-5	Cabrillo	01-73960-0-11100- 10000-5802-017-4170
Eleanore U. Meyer 9/6/06 to 6/22/07 AMENDED AMOUNT: \$5,387.50 Total amount of contract not to exceed \$5000	Provide medical consultation services for the district, particularly school nurses	Student Services	01-56400-0-11100- 39000-5802-041-1400 Student Services Medi- Cal reimbursement
Zawicki & Associates 8/1/07 to 6/30/08 Not to exceed: \$7,000	To provide Prof. Dev. Focusing on technology integration/language arts, with different services/programs based on 2 different grade levels K-1, 2-8.	Saint Annes	01-40350-0-11100- 10000-5802-036-1300 Title II St. Annes
William Carey 7/7/07 to 6/30/08 Not to Exceed: \$25,000	To provide technology support as needed to maintain important District functions in an interim period until a Director of Information Services is employed.	Information Services	01-00000-0-00000- 77000-5802-054-2540
Carey Upton 7/7/07 to 12/31/07 Not to Exceed: \$42,000	To perform duties as the District's Theatre Operations Manager and other related duties.	Business Services	01-91180-0-81000- 54000-5802-050-1500
Mary Anne Patino, MSRD 7/1/07 to 6/30/08 Not to exceed: \$14,575	To assist preschool programs on nutritional counseling with parents, staff training, parent training, site monitoring, nutritional assessments, and policy and procedures development.	CDS	12-52101-0-85000- 10000-5802-070-2700

Ant Hill Productions 7/1/07 to 6/30/08 Not to exceed: \$8000	Assessment/Assistance of teacher classroom Head Start social and emotional development strategies	CDS	56%: 12-52101-0- 85000-10000-5802- 070-270 44%: 12-60550-0- 85000-10000-5802- 070-2700
Henry E. Rivera 7/1/07 to 6/30/08 Not to exceed: \$3900	To modify and update FileMaker database and train preschool staff	CDS	56%: 12-52101-0- 85000-10000-5802- 070-270 44%: 12-60550-0- 85000-10000-5802- 070-2700

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/28/07

FROM: DIANNE TALARICO / STEPHEN R. HODGSON

RE: CONFERENCE AND TRAVEL APPROVAL/RATIFICATION

RECOMMENDATION NO. A.03

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>BARRAZA, Peter</u> Santa Monica High School 01-71400-0-11100-10000-5220-015-4150 General Fund- Resource: Gifted/Talented Ed. (GATE).	“Preparete” – Educating Latinos For The Future Of America-College Board Los Angeles, CA June 14-15, 2007	\$ 385 + 1 Sub Total
<u>CHOU, Chiung-Sally</u> Ed Services 01-00000-0-19510-31600-5220-030-1300 General Fund- Function: Pupil Testing Services	Rigor, Relevance, and Relationships Success Alhambra, CA June 5-6, 2007	\$ 250
<u>HYATT, Virginia</u> Purchasing Dir. 01-00000-0-00000-75300-5220-055-2550 General Fund- Function: Purchasing.	Green Schools Symposium Los Angeles, CA June 14 , 2007	\$ 39.55
<u>PANISH, Adam</u> Malibu High 01-71400-0-11100-10000-5220-010-4100 General Fund- Function: School Administration	Greater Los Angeles Advanced Placement Program -Summer Institute Los Angeles, CA July 16-19, 2007	\$ 800

Adjustments

(Pre-approved expenses 10% in excess of approval costs that must be approved by Board/Changes in Personnel Attendance)

NONE		
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Group Conference and Travel: In-State

* a complete list of conference participants is on file in the Department of Fiscal Services

NONE		
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Out-of-State Conferences: Individual

<u>LEON-VAZQUEZ, Maria</u> BOE/Superintendent 01-90120-0-00000-71100-5220-020-1200 General Fund- Function: Board	National Association of Latino Elected and Appointed Officials – 24 th Conference-2007 Orlando, FL June 28, 30, 2007	\$1,700
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Out-of-State Conferences: Group

NONE		
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MOTION MADE BY:
SECONDED BY:
STUDENT ADVISORY VOTE:
AYES:
NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/28/07

FROM: DIANNE TALARICO / STEPHEN R. HODGSON / PAT HO

RE: ACCEPTANCE OF GIFTS - 2006/2007

RECOMMENDATION NO. A.04

It is recommended that the Board of Education accept, with gratitude, checks and gifts totaling \$27,178.93 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 2006/2007 income and appropriations by \$18,418.93 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.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

Current Gifts and Donations 2006/2007

School/Site Account Number	Gift Amount	Equity Fund 15% Contrib.	In-kind Value	Donor	Purpose
JAMS 01-90120-0-00000-00000-8699-011-0000					
Adult Education 11-90120-0-00000-00000-8699-090-0000	\$ 50.00 \$ 15.84			Toni Allen Albertsons	General Supplies & Materials General Supplies & Materials
Alternative (SMASH) 01-90120-0-00000-00000-8699-009-0000					
Cabrillo 01-90120-0-00000-00000-8699-017-0000	\$ 388.00			Yates Family Trust	District Cost TRF-Intrafund
CDS 12-90120-0-00000-00000-8699-070-0000					
Edison 01-90120-0-00000-00000-8699-001-0000	\$ 425.00	\$ 75.00		The San Diego Foundation	General Supplies & Materials
Franklin 01-90120-0-00000-00000-8699-002-0000					
Grant 01-90120-0-00000-00000-8699-003-0000					
Lincoln 01-90120-0-00000-00000-8699-012-0000	\$ 573.25	\$ 101.25		Wells Fargo Foundation	General Supplies & Materials
Malibu High School 01-90120-0-00000-00000-8699-010-0000	\$ 324.00 \$98.34	17.35		Various Students Schoolpop	Restitution Payment General Supplies & Materials
McKinley 01-90120-0-00000-00000-8699-004-0000	\$ 746.30 \$ 180.00	\$ 131.70		McKinley PTA Various Parents	Non-Capital Equipment \$500-\$5000 Yearbook
Muir 01-90120-0-00000-00000-8699-005-0000	\$ 179.73 \$ 45.00			Albertsons Anonymous	Maintenance Agreement Maintenance Agreement
Olympic HS 01-90120-0-00000-00000-8699-014-0000					

Current Gifts and Donations 2006/2007

School/Site Account Number	Gift Amount	Equity Fund 15% Contrib.	In-kind Value	Donor	Purpose
Rogers 01-90120-0-00000-00000-8699-006-0000					
Roosevelt 01-90120-0-00000-00000-8699-007-0000					
Samohi 01-90120-0-00000-00000-8699-015-0000	\$ 658.00 \$ 389.00 \$ 352.00 \$ 204.00 \$ 75.00 \$ 40.17			Various Various Various Various Monica Piper Samohi Alumni Assoc.	Transcripts Transcripts Transcripts Transcripts General Supplies & Materials Site reimbursement
Barnum Hall 01-91150-0-00000-00000-8699-015-0000					
Pt. Dume Marine Science 01-90120-0-00000-00000-8699-019-0000	\$1,800.00			WorldStrides	
Webster 01-90120-0-00000-00000-8699-008-0000					
Others: Superintendent's Office 01-90120-0-00000-00000-8699-020-0000					
Educational Services 01-90120-0-00000-00000-8699-030-0000	\$ 6,000.00 \$ 3,000.00 \$ 2,500.00 \$ 50.00		\$ 8,760.00	Gail Dorin Music Foundation Stairway to the Stars City of Santa Monica Kiwanis Club of Santa Monica Kiwanis Club of Santa Monica	Instructional Aides, hourly General Supplies & Materials Bus Transportation/Field Trips General Supplies & Materials Scholarship Awards/Adjudicator Fees
Student & Family Services 01-90120-0-00000-00000-8699-040-0000					
Special Education 01-90120-0-00000-00000-8699-044-0000					
Information Services 01-90120-0-00000-0000-8699-054-0000					
Food and Nutrition Services 01-90120-0-00000-0000-8699-057-0000					
District 01-90120-0-00000-00000-8699-090-0000					
	\$ 18,093.63	\$ 325.30	\$ 8,760.00		

BOE Date: 06/28/07

Cumulative Gifts and Donations 2006/2007

School/Site Account Number	Y-T-D Adjusted Gift Total	Current Gift Amount	Equity Fund 15% Contrib.	Cumulative Gift Amount	Y-T-D In-Kind Value	Current In-Kind Value	Cumulative In-Kind Value
JAMS 01-90120-0-00000-00000-8699-011-0000	\$ 125,610.20			\$ 125,610.20	\$ 4,750.00 \$ 100.00		\$ 4,750.00 \$ 100.00
Adult Education 11-90120-0-00000-00000-8699-090-0000	\$ 3,198.77	\$ 65.84		\$ 3,264.61			
Alternative (SMASH) 01-90120-0-00000-00000-8699-009-0000							
Cabrillo 01-90120-0-00000-00000-8699-017-0000	\$ 64,003.39	\$ 388.00		\$ 64,391.39	\$ 1,268.56		\$ 1,268.56
CDS 12-90120-0-00000-00000-8699-070-0000	\$ 252.67				\$ 2,048.00		\$ 2,048.00
Edison 01-90120-0-00000-00000-8699-001-0000	\$ 20,253.78	\$ 425.00	\$ 75.00	\$ 20,753.78			
Franklin 01-90120-0-00000-00000-8699-002-0000	\$ 1,105.32						
Grant 01-90120-0-00000-00000-8699-003-0000	\$ 529.46			\$ 529.46	\$ 65.88		\$ 65.88
Lincoln 01-90120-0-00000-00000-8699-012-0000	\$ 39,106.50	\$ 573.25	\$ 101.25	\$ 39,781.00			
Malibu High School 01-90120-0-00000-00000-8699-010-0000 Malibu Shark Fund - Resource #90141	\$ 56,022.55	\$ 422.34	\$ 17.35	\$ 56,462.24			
McKinley 01-90120-0-00000-00000-8699-004-0000	\$ 43,278.85	\$ 926.30	\$ 131.70	\$ 44,336.85			
Muir 01-90120-0-00000-00000-8699-005-0000	\$ 41,930.19	\$ 224.73		\$ 42,154.92			
Olympic HS 01-90120-0-00000-00000-8699-014-0000	\$ 5,206.16			\$ 5,206.16			
Rogers 01-90120-0-00000-00000-8699-006-0000	\$ 52,385.54			\$ 52,385.54	\$ 150.00		\$ 150.00
Roosevelt 01-90120-0-00000-00000-8699-007-0000	\$ 132,719.94			\$ 132,719.94	\$ 100.00		\$ 100.00
Samohi 01-90120-0-00000-00000-8699-015-0000	\$ 115,698.83	\$ 1,718.17		\$ 117,417.00	\$ 625.00 \$ 100.00		\$ 625.00 \$ 100.00
Pt. Dume Marine Science 01-90120-0-00000-00000-8699-019-0000	\$ 92,241.20 \$ 12,670.00	\$ 1,800.00		\$ 94,041.20 \$ 12,670.00			
Webster 01-90120-0-00000-00000-8699-008-0000							

Cumulative Gifts and Donations 2006/2007

School/Site Account Number	Y-T-D Adjusted Gift Total	Current Gift Amount	Equity Fund 15% Contrib.	Cumulative Gift Amount	Y-T-D In-Kind Value	Current In-Kind Value	Cumulative In-Kind Value
ALL OTHER LOCATIONS:							
Superintendent's Office 01-90120-0-00000-00000-8699-020-0000	\$ 50,000.00			\$ 50,000.00			
Educational Services 01-90120-0-00000-00000-8699-030-0000	\$ 143,657.50	\$ 11,550.00		\$ 155,207.50	\$ 4,060.00	\$ 8,760.00	\$ 12,820.00
Student and Family Support Services 01-90120-0-00000-00000-8699-041-0000	\$ 325.00			\$ 325.00			
Special Education 01-90120-0-00000-00000-8699-044-0000	\$ 1,000.00			\$ 1,000.00			
Information Services 01-90120-0-00000-00000-8699-054-0000	\$ 2,000.00			\$ 2,000.00			
District							
01-90120-00000-0-00000-8699-090-0000							
Food & Nutrition Services 01-90120-0-00000-00000-8699-070-0000	\$ 9,207.84			\$ 9,207.84			
TOTAL GIFTS	\$ 1,012,403.69	\$ 18,093.63	\$ 325.30	\$ 1,029,464.63	\$ 13,267.44	\$ 8,760.00	
BARNUM HALL - Current Year							
01-91150-0-00000-00000-8699-015-0000					\$ 250,000.00		
Previous Years' Gifts					\$ 350,000.00		
2004-05	\$ 150.00						
2003-04	\$ 7,616.11						
2002-03	\$ 125,376.04						
2001-02	\$ 66,200.00						
2000-01	\$ 137,863.00						
1999-00	\$ 175,700.00						
1998-99	\$ 10,945.00						
1997-98	\$ 26,645.00						
TOTAL CASH GIFTS FOR BARNUM HALL	\$ 550,495.15	\$44,986.88	\$ 650.60		\$250,000.00		\$ -
Total Cash Gifts for District, incl. Barnum Hall:					Total In-Kind Gifts:		

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/28/07

FROM: DIANNE TALARICO / CHIUNG-SALLY CHOU / MAUREEN BRADFORD

RE: CONSOLIDATED APPLICATION, PART I

RECOMMENDATION NO. A.05

It is recommended that the Board of Education approve the submission of the State of California Consolidated Application, Part I.

COMMENT: The Consolidated Application must be submitted to the California Department of Education in order for the district to receive funds for categorical programs. The application is submitted in two parts for each school year. Following board approval, Part I is to be submitted by June 30, 2007, indicating which programs will be implemented at eligible schools. Part of the application indicates the Santa Monica-Malibu Unified School District requests participation in federal programs, including: Title I Basic Grant (low income/low achieving students), Title II, Part A (Teacher and Principal Training and Recruiting), Title III (Limited English Proficient Students), Title IV (Safe and Drug Free Schools and Communities), and Title V (Innovative Strategies). State programs include Economic Impact Aid, Middle School and High School Supplemental Counseling Program, Peer Assistance and Review Program, School Safety and Violence Prevention Program, and Tobacco-Use Prevention Education. Federal guidelines also allow local non-profit private schools to participate with the public school district in federal programs. Those participating private schools are identified in Part I of the application.

As required by the No Child Left Behind Act (NCLB), the district continues to make the necessary adjustments and modifications to meet continuing legislative provisions of the aforementioned programs.

Part II of the Consolidated Application, which includes budget information, will be submitted to CDE in January 2007 after district funding entitlements are confirmed following adoption of the state budget. Part II will indicate the number of pupil participants and funding allocations for each program and school site.

Each school site is required to have a comprehensive school plan known as the Single Plan for Student Achievement describing the strategies and activities to improve student achievement and meet district adopted standards through supplementary services provided by these programs. Schools utilize additional special highly qualified teachers, instructional aides, scientifically research-based intervention programs, tutoring assistance, materials and equipment, professional development, district provided training, conferences and workshop attendance, expert consultants, and parent/community involvement activities to meet the needs of their students. Each school's School Site Council is required to provide input and recommend to the Board to approve the planned program activities and budgets as part of the Single Plan for Student Achievement. The Director of Educational Services reviews program regulations and guidelines with all administration and site staff to insure appropriate implementation and to maintain compliance for each program.

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/28/07

FROM: DIANNE TALARICO / CHIUNG-SALLY CHOU / MAUREEN BRADFORD

RE: SUPPLEMENTAL TEXTBOOKS

RECOMMENDATION ITEM NO. A.06

It is recommended that the textbooks listed below be adopted for 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.

SARAH de CORDOBA, written by Rolande Causse, Adoption requested by Aida Diaz for grade 7 Spanish Literature. This book is in addition to the Spanish Literature Curriculum.

FLUENCY FIRST!, written by the Wright Group, published by McGraw Hill, Adoption requested by J. Brown from Franklin Elementary for 1st Grade Language Arts.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/28/07

FROM: DIANNE TALARICO / TIMOTHY R. WALKER / JUDY ABDO

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

RECOMMENDATION NO. A.07

It is recommended that the Board of Education authorize the renewal of the contract with the Los Angeles County Office of Education (LACOE) for fiscal year 2007-08 for the purpose of providing Head Start services to eligible families effective July 1, 2007, through June 30, 2008. This contract 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 \$1,082,212 for the Head Start-Basic Program and \$10,282 for the Head Start Training and Technical Assistance.

Funding Information

Source: Child Development Fund - Restricted
Currently Budgeted: Yes
Account Number: 12-52101-0-00000-00000-8285-090-0000
Description: Head Start Basic
Amount: \$1,082,212
Account Number: 12-52105-0-00000-00000-8285-090-0000
Description: Head Start Training and Technical Assistance
Amount: \$10,282

COMMENT: Head Start is a federal grant program with a long history of providing comprehensive child development and support services to young children whose families meet the Federal Income guidelines and other eligibility requirements of the Federal Head Start programs. The contract, operates on a minimum of 200 days, provides for the operation of 10 Head Start classes - approximately 194 children ages three to five years old.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION ACTION/CONSENT
06/28/07

FROM: DIANNE TALARICO / TIMOTHY R. WALKER / JUDY ABDO

RE: AGREEMENT TO PROVIDE GENERAL CHILD CARE AND DEVELOPMENT SERVICES (CDC) FOR FISCAL YEAR 2007-08

RECOMMENDATION NO. A.08

It is recommended that the Board of Education authorize execution of a resolution to renew the contract with the State Department of Education (CDE), Child Development Division effective July 1, 2007, through June 30, 2008. This agreement, CCTR-7193, is to be executed between the Superintendent of Public Instruction, State Department of Education, and the Santa Monica-Malibu Unified School District, wherein the State agrees to pay the Santa Monica-Malibu District Child Development Fund/CDC an amount not to exceed \$1,221,448. The board agrees to provide a drug free workplace and to authorize Dianne Talarico, Superintendent of Schools, to sign the contract on behalf of the governing board.

Funding Information

Source: Child Development Fund - Restricted
Currently Budgeted: Yes
Account Number: 12-50250-0-00000-00000-8290-090-0000
Description: CCDF Center Child Care Apportionment

COMMENT: The contract, operated on a minimum of 246 days, is based on a full-time daily reimbursement rate of \$33.80 per child. The contract provides for the operation of school age planned programs; developmentally appropriate activities for all children receiving service; meals and snacks; educational services and staff development. Participating schools include Edison, Grant, McKinley, Muir, Rogers, Roosevelt, SMASH, John Adams Teen Center, and Lincoln Teen Center.

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/28/07

FROM: DIANNE TALARICO / TIMOTHY R. WALKER / JUDY ABDO

RE: AGREEMENT TO PROVIDE SCHOOL-AGE COMMUNITY CHILD CARE
(SACCC) SERVICES FOR FISCAL YEAR 2007-08

RECOMMENDATION NO. A.09

It is recommended that the Board of Education authorize execution of a resolution to renew the contract with the State Department of Education (CDE), Child Development Division effective July 1, 2007, through June 30, 2008. This agreement, CLTK-7043, is to be executed between the Superintendent of Public Instruction, State Department of Education, and the Santa Monica-Malibu Unified School District, wherein the State agrees to pay the Santa Monica-Malibu District Child Development Fund/SACCC an amount not to exceed \$216,445. The board agrees to provide a drug free workplace and to authorize Dianne Talarico, Superintendent of Schools, to sign the contract on behalf of the governing board.

Funding Information

Source: Child Development Fund - Restricted
Currently Budgeted: Yes
Account Number: 12-60800-0-00000-60800-8530-090-0000
Description: SACCC Apportionment - CDS

COMMENT: The contract, operated on a minimum of 246 days, is based on a full-time daily reimbursement rate of \$30.19 per child. The contract provides for the operation of a before-and-after school planned program of age appropriate, creative, recreational, and educational services, snacks, parent participation, and staff development. Participating schools include Cabrillo, Franklin, Grant, and Roosevelt.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION ACTION/CONSENT
06/28/07

FROM: DIANNE TALARICO / TIMOTHY R. WALKER / JUDY ABDO

RE: AGREEMENT TO PROVIDE STATE PRESCHOOL SERVICES (SPS) FOR
FISCAL YEAR 2007-08

RECOMMENDATION NO. A.10

It is recommended that the Board of Education authorize execution of a resolution to renew the contract with the State Department of Education (CDE), Child Development Division effective July 1, 2007, through June 30, 2008. This agreement, CPRE-7180, is to be executed between the Superintendent of Public Instruction, State Department of Education, and the Santa Monica-Malibu Unified School District, wherein the State agrees to pay the Santa Monica-Malibu District Child Development Fund/CDC an amount not to exceed \$1,015,063. The board agrees to provide a drug free workplace and to authorize Dianne Talarico, Superintendent of Schools, to sign the contract on behalf of the governing board.

Funding Information

Source: Child Development Fund - Restricted
Currently Budgeted: Yes
Account Number: 12-60550-0-00000-00000-8590-090-0000
Description: SPS Apportionment - CDS

COMMENT: The contract, operated on a minimum of 180 days, is based on daily reimbursement rate of \$20.30 per child. The contract provides for the operation of 20 state preschool classes operated for three hours per session on school days. Four classes will be available at Pine street and McKinley; three classes at Edison and Grant; two classes at Franklin and Rogers; one class at Muir and Lincoln Child Development Center. The part-day program at each site includes developmentally appropriate activities, social services, health services, breakfast/lunch, parent participation/education, and staff development.

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/28/07

FROM: DIANNE TALARICO / TIMOTHY R. WALKER / JUDY ABDO

RE: CHILD DEVELOPMENT SERVICES JOHN ADAMS PRESCHOOL PARENT
HANDBOOK

RECOMMENDATION NO. A.11

It is recommended that the Board of Education approve the parent handbook for John Adams Child Development Services for fiscal year 2007-08.

COMMENT: The John Adams Child Development Parent Handbook includes current state and district policies and procedures as well as program activities. Input was solicited from Child Development staff and members of the Child Care and Development Advisory Committee.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/28/07

FROM: DIANNE TALARICO / TIMOTHY R. WALKER / JUDY ABDO

RE: JOHN ADAMS CHILD DEVELOPMENT SERVICES - PARENT FEES

RECOMMENDATION NO. A.12

It is recommended that the Board of Education approve the monthly parent fee of \$950 per child for non-subsidized parents for the full-day/full-year preschool for fiscal year 2007-08.

COMMENT: Beginning July 2, 2007, Child Development Services will operate the 10.5 hour/12 month program at John Adams Child Development Center. It is anticipated that there will be space for approximately five (5) non-subsidized children. The revenue from these fees was included in the budget approved by the Board of Education on April 19, 2007.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/28/07

FROM: DIANNE TALARICO / TIMOTHY R. WALKER / RUTH VALADEZ

RE: APPROVAL OF SPECIAL EDUCATION CONTRACTS

RECOMMENDATION NO. A.13

It is recommended that the Board of Education approve the following Special Education Contracts for fiscal year 2006-2007 as follows:

NPS/NPA

2006-2007 Budget 01-65000-0-57500-11800-5825-043-1400

Nonpublic School/Agency	Student DOB	Service Description	Contract Number	Cost Not to Exceed
Devereux Treatment Center - contract increase	10/5/89	NPS - travel	#13 - UC07066	\$ 563
Westview School - contract increase	12/18/93	NPS	#48 - UC07184	\$ 667
Heritage School	9/27/91	NPS	#58	\$ 2,852
Smart Start - contract increase	5/6/94	NPA - Behavior Therapy	#29 - UC07124	\$ 3,996

Amount Budgeted NPS/NPA 06/07	\$ 3,000,000
*Contracts for unfilled Speech FTE's	\$ 105,868
Prior Board Authorization as of 5/17/07	\$ 2,786,570
Balance	\$ 107,562
Positive Adjustment (See below)	\$ 31,457
	\$
Total Amount for these Contracts	\$ 8,078
Balance	\$ 130,941

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 2006-07 in the amount of \$ 31,457 as of 06/28/07

Nonpublic School/ Agency	Service Description	Contract Number	Reduce (R) Eliminate (E)	Adjusted Amount	Comment
Westview School	NPS	#22 - UC07075	R	\$ 7,125	
Westview School	NPS	#24 - UC07077	R	\$ 8,187	
Devereux Foundation	NPS	#57 - UC07340	E	\$ 3,470	
Step by Step	NPA - Behavior Therapy	#71- UC07199	E	\$12,675	

Instructional Consultants

2006-2007 Budget 01-65000-0-57500-11900-5802-043-1400

Instructional Consultant	Student DOB	Service Description	Contract Number	Cost Not to Exceed
Deborah Bohn	6/27/03	Instr. Consult - Physical Therapy	#100	\$ 400
Lisa B. White	9/14/03	Instr. Consult - Physical Therapy	#101	\$ 400

Amount Budgeted Instructional Consultants 06/07	\$ 350,000
Prior Authorization for unfilled Speech FTE's	\$ 127,041
Prior Board Authorization as of 5/17/07	<u>\$ 412,837</u>
Balance	\$ -189,878
Positive Adjustment (see below)	<u>\$ 2,650</u>
Total Amount for these Contracts	\$ 800
Balance	<u>\$ -188,028</u>

Adjustment

Instructional Consultant Budget 01-65000-0-57500-11900-5802-043-1400

There has been a reduction in authorized expenditures of NPS/NPA contracts for FY 2006-07 in the amount of \$2,650 as of 6/28/07

Instructional Consultant	Service Description	Contract Number	Reduce (R) Eliminate (E)	Adjusted Amount	Comment
Lisa White, P.T.	Physical Therapy	#41 - UC07209	E	\$ 2,650	

Non-Instructional Consultants

2006-2007 Budget 01-65000-0-57500-11900-5890-043-1400

Non-Instructional Consultant	Student DOB	Service Description	Contract Number	Cost Not to Exceed

Amount Budgeted Non-Instructional Consultants 06/07		\$ 225,000	
Prior Board Authorization as of 5/17/07		\$ 119,492	
	Balance	\$ 105,508	
Total Amount for these Contracts		\$ 0	
	Balance	\$ 105,508	

NPS-Legal

2006-2007 Budget 01-65000-0-57500-11900-5820-043-1400

Legal Contractor	Service Description	Contract Number	Cost Not to Exceed

Amount Budgeted Non-Instructional Consultants 06/07		\$ 100,000	
Prior Board Authorization as of 5/17/07		\$ 110,000	
	Balance	\$ -10,000	
Total Amount for these Contracts		\$ 0	
	Balance	\$ -10,000	

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/CONSENT

06/28/07

FROM: DIANNE TALARICO / STEPHEN R. HODGSON /
VIRGINIA I. HYATT

RE: AWARD OF PURCHASE ORDERS

RECOMMENDATION NO. A.14

It is recommended that the Board of Education approve the following Purchase Orders and Changed Purchase Orders from May 30, 2007, through June 19, 2007, for fiscal /07.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/28/07

FROM: DIANNE TALARICO / STEPHEN R. HODGSON

RE: APPROVAL OF FIRST AMENDMENT TO LEASE FOR OFFICE SPACE
AT 1638 17TH STREET

RECOMMENDATION NO. A.15

It is recommended that the Board of Education approve the First Amendment to the Lease for office space at 1638 17th Street.

COMMENT: The district currently leases space at 1638 17th Street (from STG Asset Management, Inc.) for use by the Educational Services Department. The current lease for this space (2,905 square feet) expires on June 30, 2007, and under its existing terms, may be extended upon mutual agreement of both parties.

The current lease amount of \$3,710.06 per month will increase to \$6,623.40 beginning July 1, 2007. In order to validate the appropriateness of this significant increase, staff requested an independent assessment from Curtis Rosenthal, Inc. (a property appraisal firm located in Santa Monica). Based on this assessment, it is believed that the new lease rate is appropriately market-priced and staff now recommends approval of the amended lease by the Board of Education.

Special Notes:

Staff was successful in negotiating a tenant improvement allowance of \$5.00 per square foot (\$14,525). This will help to offset the impact of the lease rate increase in 2007-08.

With the exception of the new lease rate, which is a budgeted expense in the General Fund budget, the lease continues under its existing terms and will cover the period from July 1, 2007 through June 30, 2012.

NOTE: The amended lease document is included for reference.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/28/07

FROM: DIANNE TALARICO/STEPHEN R. HODGSON/VIRGINIA I. HYATT

RE: AWARD OF UNIT PRICING CONTRACT FOR DISTRICTWIDE ASPHALT
REPAIR/REPLACEMENT - BID # 4.05 - BEN'S ASPHALT &
MAINTENANCE - YEAR THREE

RECOMMENDATION NO. A.16

It is recommended that the Board of Education approve unit pricing awarded under Bid #4.05 with Ben's Asphalt & Maintenance for districtwide asphalt repair/replacement in an amount not to exceed \$98,000 for year three (2006-2007) of the five year contract.

Funding Information

Budgeted: Yes

Fund/Source: 14 - Deferred Maintenance

Account Number:14-00000-0-00000-81100-5640-XXX-2600

Description: Deferred Maintenance-Repair by Vendor

COMMENT: The contract with Ben's Asphalt & Maintenance was awarded on 6/03/04 by the Board of Education as a base bid for defined sites, in addition to unit costs for future work over five years. The award will approve asphalt replacement in year three for Rogers, Webster, and Grant. It is anticipated that all work will be completed by June 30, 2007.

The Board of Education previously awarded year four (2007-2008) in a previous agenda dated 5/17/07. The sites for that contract will be Olympic High School and other sites as necessary. Olympic High School will not be included in the year three (2006-2007) award.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/28/07

FROM: DIANNE TALARICO / STEPHEN R. HODGSON /
VIRGINIA I. HYATT

RE: AWARD OF EXTERIOR PAINTING PROJECT - BID #7.03 - TO
PRIME PAINTING AND ALPHA DÉCOR & PAINTING, INC.

RECOMMENDATION NO. A.17

It is recommended that the Board of Education award an Exterior Painting contract, Bid #7.03, to Prime Painting in an amount not to exceed \$273,000 and to Alpha Décor & Painting Inc. in an amount not to exceed \$208,000.

Funding Information

Budgeted: Yes
Fund: 14
Source: Deferred Maintenance
Account Number: 14-62050-0-00000-85000-6100-060-1500
Description: Site Improvement

COMMENT: This contract is for exterior painting at four (4) sites throughout the district: Malibu High School - \$174,000, McKinley Elementary - \$75,000, John Adams - \$208,000, Washington West - \$24,000.

Eleven (11) painters were invited to bid; eight (8) attended the daylong job walk on September 19, 2006. Four (4) submitted bids. Contractors were allowed to pick and choose the sites they wished to bid based on their work crews and bonding capacity.

The completion of this project will be based on the schedule submitted by the contractors completing the Lead Paint Remediation project (Bid #7.07). It is anticipated that the four sites will be completed by the fall of 2007. The total contract price is \$481,000.

With the exception of Edison Elementary School, this completes the sites identified in Bid #7.03 for exterior painting. Bids follow (see next page):

	Malibu	McKinley	John Adams	Washington West
Prime Painting	\$174,000	\$ 75,000	\$232,000	\$ 24,000
Staib's	\$359,000	\$179,000	\$299,000	\$199,000
Alpha Décor & Painting	N/B	\$183,000	\$208,000	\$ 38,000
Fix Painting	\$246,000	\$ 81,000	\$249,000	\$ 31,800

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/28/07

FROM: DIANNE TALARICO / STEPHEN R. HODGSON /
VIRGINIA I. HYATT

RE: AWARD OF LEAD PAINT STABILIZATION PROJECT - BID #7.07 -
TO KARCHER ENVIRONMENTAL AND FIX PAINTING

RECOMMENDATION NO. A.18

It is recommended that the Board of Education award a Lead Paint Stabilization contract, Bid #7.07, to Karcher Environmental in an amount not to exceed \$195,652 and to Fix Painting in an amount not to exceed \$190,000.

Funding Information

Budgeted: Yes

Fund: 14

Source: Deferred Maintenance

Account Number:14-62050-0-00000-85000-6100-060-1500

Description: Site Improvement

COMMENT: This contract is for the removal of lead paint at four (4) sites: Malibu High School - \$174,124, McKinley Elementary - \$43,000, John Adams - \$147,000, and Washington West - \$21,528.

Five (5) abatement contractors, and eleven (11) painting contractors were invited to bid; three (3) abatement contractors and two (2) painting contractors showed interest in the contract and attended the daylong job walk on September 19, 2006. Four (4) submitted bids. Contractors were allowed to pick and choose the sites they wished to bid based on their work crews and bonding capacity.

The completion of this project is based on the schedule submitted by the contractors in conjunction with the painting contract schedules from Bid #7.03. It is anticipated that the lead paint stabilization portion of the painting project (four sites) will be completed by Fall 2007. The total project cost for all sites is \$385,652.

With the exception of Edison Elementary School, this completes the sites identified in Bid #7.07 for Lead Paint Stabilization. Bids follow (see following page):

	Malibu	McKinley	John Adams	Washington West
Prime Painting	\$185,000	N/B	\$498,000	\$99,000
Castlerock	Contractor will not keep previous pricing			
Karcher Environmental	\$174,124	\$94,977	\$212,748	\$21,528
Fix Painting	\$187,000	\$43,000	\$147,000	\$27,000

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/28/07

FROM: DIANNE TALARICO/STEPHEN R. HODGSON/VIRGINIA I. HYATT

RE: AWARD OF RUBBER SAFETY SURFACING AND UNIT PRICING
CONTRACT FOR DISTRICTWIDE RUBBER SAFETY SURFACING
REPAIR/REPLACEMENT - BID#8.03 - SPECTRATURF INC.

RECOMMENDATION NO. A.19

It is recommended that the Board of Education approve removal and installation of rubber safety surfacing under playground equipment in an amount not to exceed \$162,620. In addition it is requested that the Board of Education approve unit pricing for years two through five.

Funding Information

Budgeted: Yes

Fund/Source: 14 - Deferred Maintenance

Account Number:14-00000-0-00000-81100-5640-XXX-2600

Description: Deferred Maintenance-Repair by Vendor

COMMENT: District playground equipment and safety surfacing was installed thirteen years ago and needs to be replaced not only because of deterioration, but to meet new safety regulations. Prices include removal, installation, tax, and shipping.

Bids were sent to five (5) contractors, five (5) attended the job walk, two (2) submitted bids. Bids and unit pricing follows:

	Black Sq. Ft Cost	9 Sites	McKinley (add)	Total
SpectraTurf	\$5.99	\$148,156.23	\$14,464.00	\$162,620.23
Ortco	\$6.72	\$153,963.84	\$17,848.00	\$171,811.84

Unit pricing is as follows:

	½" cushion Cap per sq ft	Patch 10 sq ft minimum	New Rubber per sq ft	Urethane Top Coat per sq ft
SpectraTurf	\$5.99	\$30.00	\$8.19	\$1.50
Ortco	\$6.72	\$45.00	\$8.75	\$1.25

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/28/07

FROM: DIANNE TALARICO/STEPHEN R. HODGSON/VIRGINIA I. HYATT

RE: AWARD OF TRANSIT BUSES TO A-Z BUS SALES

RECOMMENDATION NO. A.20

It is recommended that the Board of Education award the purchase of 4 compressed natural gas (CNG), 65-passenger buses to A-Z Bus Sales, Inc., in an amount not to exceed \$139,304.76.

Funding Information

Budgeted: Yes

Fund: 01

Source: General Fund

Account Number: 01-90100-0-11100-36000-6500-058-2580

Description: Other Local Income

COMMENT: This award is for the purchase of four (4) Bluebird sixty-five passenger CNG transit buses, replacing four diesel buses from the fleet. Bus numbers 3,4,8, and 9 will be replaced using the Lower Emission School Bus Replacement Program (Program Announcement # PA 2007-13) through the Southern California Air Quality Management District (SCAQMD).

The SCAQMD grant application deadline is July 31, 2007, with awards being given in early October 2007. Due to the delivery time of 180-210 days and the discontinuation of the John Deere engine in the near future, it is imperative that the district submits an order for the buses prior to the SCAQMD grant award. A-Z Bus Sales has requested that an approval be given by the district for the purchase prior to the grant award in order to expedite the order. The SCAQMD portion of the grant covers an excess of \$100,000 on each vehicle. A-Z Bus Sales will not hold the district liable for the purchase should a) the Board of Education not accept the SCAQMD grant, or if b) the Board of Education does not receive a grant award.

The district is purchasing the buses using the Waterford Unified School District bid for the purchase of the four vehicles. Waterford USD does not use bid numbers. The Board of Education awarded the piggy-backable bid on December 14, 2006, which is an extension of the original bid awarded by the Waterford USD's Board of Education on December 8, 2005.

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/28/07

FROM: DIANNE TALARICO / STEPHEN R. HODGSON / J.W. BERRIMAN

RE: APPROVAL OF FACILITIES EXPANSION TO THE MALIBU BOYS &
GIRLS CLUB

RECOMMENDATION NO. A.21

It is recommended that the Board of Education approve the requested facilities expansion of the Malibu Boys and Girls Club at Malibu High School.

Funding Information

Budgeted: Not Applicable

Fund: Not Applicable

Source: Not Applicable

Account Number: Not Applicable

Description: Not Applicable

COMMENT: The Malibu Foundation for Youth & Families has requested approval of their planned facilities expansion of the existing Malibu Boys & Girls Club facility. The plan calls for the installation of a new 24'x40' trailer for programs and a new 12'x24' trailer for office space. The units will be placed in the existing fenced compound with no need to increase the size of the existing compound.

The request is consistent with the five-year lease executed in May 2005, and an amendment to said lease is not required.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION ACTION/CONSENT
06/28/07

FROM: DIANNE TALARICO / TIMOTHY R. WALKER / DOUGLAS STAINE

RE: CERTIFICATED PERSONNEL - Elections, Separations

RECOMMENDATION NO. A.22

Unless otherwise noted, the following items are included in the **2006/2007** approved budget.

ADDITIONAL ASSIGNMENTS

MALIBU HIGH SCHOOL

Cary, John	150 hrs @\$39.28	3/1/07-6/22/07	<u>Est Hrly/\$5,892</u>
			TOTAL ESTABLISHED HOURLY <u>\$5,892</u>

Comment: Teacher Planning
01-School and Library Imprvmnt BG

SANTA MONICA HIGH SCHOOL

Gleason, Beverly	4 hrs @\$39.28	5/1/07-5/31/07	<u>Est Hrly/\$157</u>
			TOTAL ESTABLISHED HOURLY <u>\$157</u>

Comment: Math Placement Testing
01-Unrestricted Resource

Chapman, Marguerite	50 hrs \$39.28	6/1/07-6/22/07	<u>Est Hrly/\$1,964</u>
			TOTAL ESTABLISHED HOURLY <u>\$1,964</u>

Comment: AP Testing Coordinator
01-Gifted/Talented Educ (GATE)

Arnold, Josh	37 hrs @\$39.28	4/24/07-5/31/07	<u>Est Hrly/\$1,453</u>
			TOTAL ESTABLISHED HOURLY <u>\$1,453</u>

Comment: SAT Prep Course
01-Gifts - Equity Fund

Boyd, Bryn	2.5 hrs @\$39.28	5/1/07-5/31/07	Est Hrly/\$ 98
Gaynor, Susan	3.0 hrs @\$39.28	5/1/07-5/31/07	Est Hrly/\$118
Kay, Benjamin	2.0 hrs @\$39.28	5/1/07-5/31/07	Est Hrly/\$ 79
Lipetz, Sarah	1.0 hrs @\$39.28	5/1/07-5/31/07	Est Hrly/\$ 39
Wethern, Heather	2.5 hrs @\$39.28	5/1/07-5/31/07	<u>Est Hrly/\$ 98</u>
			TOTAL ESTABLISHED HOURLY <u>\$432</u>

Comment: "A" House Intervention
01-Gifts - Equity Fund

Hafft, Ianna	50 hrs @\$48.23	4/16/07-6/22/07	<u>Own Hrly/\$2,412</u>
			TOTAL OWN HOURLY <u>\$2,412</u>

Comment: 6th period assignment
01-Unrestricted Resource

HOURLY TEACHERS

PT DUME ELEMENTARY SCHOOL

Fagan, Susan	210 hrs @\$39.28	3/12/07-6/13/07	<u>Est Hrly/\$8,249</u>
			TOTAL ESTABLISHED HOURLY <u>\$8,249</u>

Comment: Art Instructor
01-Reimbursed by PTA

ADDITIONAL ASSIGNMENT - EXTRA DUTY UNITS

SANTA MONICA HIGH SCHOOL

<u>Name</u>	<u>Rate</u>	<u>Assignment</u>	<u>Effective</u>	<u>Not to Exceed</u>
Cady, Patrick	2 EDU	Student Activities	1/07-6/07	\$496
			TOTAL EDUS	\$496

CABRILLO ELEMENTARY SCHOOL

<u>Name</u>	<u>Rate</u>	<u>Assignment</u>	<u>Effective</u>	<u>Not to Exceed</u>
Posey, Steve	.5 EDU	Newspaper	9/06-6/07	\$124
Rosenblum, Laura	1.0 EDU	W.O.L.F.	9/06-6/07	\$248
			TOTAL EDUS	\$372

ADDITIONAL ASSIGNMENT - STIPENDS

STUDENT AND FAMILY SUPPORT SERVICES

<u>Name</u>	<u>Rate</u>	<u>Assignment</u>	<u>Effective</u>	<u>Not to Exceed</u>
Beasley, Linda	\$1,500	Bilingual Stipend	9/06-6/07	\$1,500
Boxer, Lorissa	\$1,500	Bilingual Stipend	9/06-6/07	\$1,500
Boyd, Thomas	\$1,500	Bilingual Stipend	9/06-6/07	\$1,500
Brumer, Sandra	\$1,500	Bilingual Stipend	9/06-6/07	\$1,500
Contreras, Luis	\$1,500	Bilingual Stipend	9/06-6/07	\$1,500
Cueva, Martha	\$1,500	Bilingual Stipend	9/06-6/07	\$1,500
Dworin, Jeanne	\$1,500	Bilingual Stipend	9/06-6/07	\$1,500
Garcia-Nunez, V.	\$1,500	Bilingual Stipend	9/06-6/07	\$1,500
Hakomori, Teri	\$ 750	Bilingual Stipend	9/06-6/07	\$ 750
Jacob-Marai, Nora	\$1,500	Bilingual Stipend	9/06-6/07	\$1,500
Jimenez, Sylvia	\$1,500	Bilingual Stipend	9/06-6/07	\$1,500
Kusion, Alex	\$1,500	bilingual Stipend	9/06-6/07	\$1,500
Martinez, Elizabeth	\$1,500	Bilingual Stipend	9/06-6/07	\$1,500
Meade, Mary	\$ 750	Bilingual Stipend	9/06-6/07	\$ 750
Melendez, Brisa	\$1,500	Bilingual Stipend	9/06-6/07	\$1,500
Murcia, Constanza	\$1,500	Bilingual Stipend	9/06-6/07	\$1,500
Naranjo, Rocio	\$1,500	Bilingual Stipend	9/06-6/07	\$1,500
Rankin, Nancy	\$1,500	Bilingual Stipend	9/06-6/07	\$1,500
Rodriguez, Judith	\$1,500	Bilingual Stipend	9/06-6/07	\$1,500
Salmaggi, Aileen	\$1,500	Bilingual Stipend	9/06-6/07	\$1,500
Tejeda de Leon, K.	\$1,500	Bilingual Stipend	9/06-6/07	\$1,500
Williams, Alma	\$1,500	Bilingual Stipend	9/06-6/07	\$1,500
			TOTAL	\$31,500

TOTAL ESTABLISHED HOURLY, OWN HOURLY, EDUS AND STIPENDS = \$ 52,927

ELECTIONS

SUBSTITUTE TEACHERS

LONG-TERM SUBSTITUTES

(@\$204.00 Daily Rate)

	<u>Effective</u>
Barragan, Susanna	5/21/07
Young, Bambi	5/17/07

PREFERRED SUBSTITUTES

(@\$157.00 Daily Rate)

Carrillo, Sarah	5/18/07
Grant, N. Sandy	5/15/07
Lewis, Teri	6/5/07
Nepomuceno, Gregorio	5/30/07
Simons, Jill	5/24/07
Vasek, Richard	6/8/07

REGULAR DAY-TO-DAY SUBSTITUTES

(@\$134.00 Daily Rate)

Arevelo, Akiko	5/30/07
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CHANGE IN ASSIGNMENT

Effective

Lawson, Richard 3/19/07-6/30/07

Malibu HS/Interim Asst Principal

From: 100%/Teacher

To: 100%/Interim Assistant Principal [repl. M. Horvath]

LEAVE OF ABSENCE (with pay)

Name/Location

Effective

Alpert, Andrea Santa Monica HS	5/14/07-5/18/07 [CFRA] (revision of dates from 4/19/07 Agenda)
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Danesi, Dana Lincoln Middle School	6/4/07-6/7/07 [maternity] (revision of dates from 4/19/07 Agenda)
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Garcia-Nunez, Veronica Edison Elementary School	6/1/07-6/22/07 [medical]
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LEAVE OF ABSENCE (without pay)

Name/Location

Effective

Audet, Amanda Santa Monica HS	3/26/07-6/26/07 [CFRA] (Revision of dates from 4/19/07 Agenda)
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Blanchard, Cecile John Adams Middle School	4/16/07-6/7/07 [40% - personal] (revision of dates from 5/3/07 Agenda)
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Danesi, Dana Lincoln Middle School	6/8/07-6/22/07 [CFRA]
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McClure, Katie Webster Elementary School	5/12/07-6/22/07 [CFRA]
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Razon-McMillian, Monica Child Development Svcs	6/10/07-6/22/07 [child care]
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Turner, Amy Rogers Elementary School	9/5/07-12/5/07 [CFRA]
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RESIGNATION

<u>Name/Location</u>	<u>Effective</u>
Arnold, Joshua Santa Monica High School	6/22/07
Barker, Alison Lincoln Middle School	6/22/07
Gillette, Jaclyn Santa Monica High School	6/22/07
Iwanka, Traci Grant Elementary School	6/22/07
Klein, Abby Franklin Elementary School	6/22/07
Moen, JoDee Malibu High School	6/22/07
Murray, Brian Special Education	6/30/07
Ramsay, Monique Grant Elementary School	6/22/07
Simmer, Heather Malibu High School	6/22/07
Zenoff, Karen Santa Monica High School	6/22/07

RETIREMENT

<u>Name/Location</u>	<u>Effective</u>
Hobbs, Lynn Muir Elementary/Adams Middle	6/22/07

Unless otherwise noted, the following items are included in the **2007/2008** proposed budget.

ADDITIONAL ASSIGNMENTS**EDUCATIONAL SERVICES**

Acker, Nathaniel	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
Anderson, Terry	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
Barraza, Pete	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
Bart-Bell, Dana	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
Bautista-Nicholas, C.	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
Beeman-Solano, Amy	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
Chacon, Martha	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
Cox, Daniel	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
Denis, Randall	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
Dew, Stephanie	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
DiMercurio, Joseph	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471

Felix, Michael	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
Fulcher, Nathan	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
Gleason, Beverly	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
Hafft, Ianna	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
Jimenez, Jaime	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
Johnson, Lisa	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
Lacy, Norm	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
Lipetz, Sarah	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
Macwan, Vijaya	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
Magnuson, Ruth	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
McKellar, Leigh Anne	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
Paul, Carmen	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
Roberts, LaSonja	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
Semik, Renee	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
Skaggs, Debbie	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
Vasquez-Mancini, C.	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
Veral, Ramon	12 hrs @\$39.28	6/26/07-6/27/07	Est Hrly/\$471
TOTAL ESTABLISHED HOURLY			\$13,188

Comment: Intensive Intervention Summer School Professional Development
Santa Monica High School
01-Professional Developmnt Block G

Benitez, Lourdes	12 hrs @\$39.28	6/27/07-6/28/07	Est Hrly/\$471
Bennett, Leslie	12 hrs @\$39.28	6/27/07-6/28/07	Est Hrly/\$471
Berman, Lauren	12 hrs @\$39.28	6/27/07-6/28/07	Est Hrly/\$471
Cartagena, Zelena	12 hrs @\$39.28	6/27/07-6/28/07	Est Hrly/\$471
Chen, Lillian	12 hrs @\$39.28	6/27/07-6/28/07	Est Hrly/\$471
Duran, Concepcion	12 hrs @\$39.28	6/27/07-6/28/07	Est Hrly/\$471
Frederick, Sarah	12 hrs @\$39.28	6/27/07-6/28/07	Est Hrly/\$471
Gusmao-Garcia, R.	12 hrs @\$39.28	6/27/07-6/28/07	Est Hrly/\$471
Hopkins, Miriam	12 hrs @\$39.28	6/27/07-6/28/07	Est Hrly/\$471
Hurst, Victoria	12 hrs @\$39.28	6/27/07-6/28/07	Est Hrly/\$471
Ipina, Elizabeth	12 hrs @\$39.28	6/27/07-6/28/07	Est Hrly/\$471
Johnson, Rebecca	12 hrs @\$39.28	6/27/07-6/28/07	Est Hrly/\$471
Lapajne, Katy	12 hrs @\$39.28	6/27/07-6/28/07	Est Hrly/\$471
McCarthy, Marcia	12 hrs @\$39.28	6/27/07-6/28/07	Est Hrly/\$471
Moazzez, Rozita	12 hrs @\$39.28	6/27/07-6/28/07	Est Hrly/\$471
Mulkern, Nicole	12 hrs @\$39.28	6/27/07-6/28/07	Est Hrly/\$471
Nitti, Anna	12 hrs @\$39.28	6/27/07-6/28/07	Est Hrly/\$471
O'Brien, Marianna	12 hrs @\$39.28	6/27/07-6/28/07	Est Hrly/\$471
Posey, Stephen	12 hrs @\$39.28	6/27/07-6/28/07	Est Hrly/\$471
Post, Joel	12 hrs @\$39.28	6/27/07-6/28/07	Est Hrly/\$471
Prevett, Amy	12 hrs @\$39.28	6/27/07-6/28/07	Est Hrly/\$471
Salmaggi, Aileen	12 hrs @\$39.28	6/27/07-6/28/07	Est Hrly/\$471
Scheer, Susan	12 hrs @\$39.28	6/27/07-6/28/07	Est Hrly/\$471
Talbott, Deborah	12 hrs @\$39.28	6/27/07-6/28/07	Est Hrly/\$471
Winter, Lisa	12 hrs @\$39.28	6/27/07-6/28/07	Est Hrly/\$471
Witt, Carl	12 hrs @\$39.28	6/27/07-6/28/07	Est Hrly/\$471
TOTAL ESTABLISHED HOURLY			\$12,246

Comment: Intensive Intervention Summer School Professional Development
Elementary and Middle School
01-IASA: Title II Teacher Quality

SPECIAL EDUCATION

Abbazia, Jocelyn	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Atkinson, Joanne	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Badt, Jon	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Berezowsky, Lisa	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Brock, Miriam	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Brown, Jacklyn	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Center-Brooks, C	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Cierra, Jorge	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Cohn, Jeff	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Collin, Laura	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Copeland, Barbara	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Corpuz, Rowena	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
DeGregorio, Dana	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Deshautelle, Anna	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Dugan, Chelsea	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Edelman, Susie	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Epstein, Laura	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Evans, Elaine	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Fleigel, Lois	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Flowers, Lynne	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Fragosa, Danielle	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
French, Tara	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Gonzalez, Gaby	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Goldberg, Cori	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Higginson, James	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Kittel, Gina	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Kleis, Heidi	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Levy, Amanda	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Manning, Marlynn	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Marshall, Susan	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Montanez, Joe	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Montgomery, Todd	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Orf, Sarah	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Ostom, Michael	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Perry, Barbara	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Pitts, Gretchen	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Rues, Kevin	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Schneider, Rhonda	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Stone, Evie	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Tarbell, Harlen	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Van Cott, James	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Vonderlieth, Jady	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236
Waul, Maria	6 hrs	@\$39.28	6/27/07	Est Hrly/\$236

TOTAL ESTABLISHED HOURLY \$10,148

Comment: Special Education Summer School Professional Development

01-Spec Ed: IDEA Local Staff Dev - 50%

01-Spec Ed: IDEA Presch Staff Dev - 50%

SUMMER SCHOOL

(80% own daily rate unless otherwise noted)

OLYMPIC HIGH SCHOOL

Alexander, Laura	2 days	@\$265.54	6/28/07-6/29/07	Own Daily/\$ 531
Alexander, Laura	24 days	@\$273.26	7/2/07-8/3/07	Own Daily/\$6,558
Fuller, Anthony	2 days	@\$245.13	6/28/07-6/29/07	Own Daily/\$ 490
Fuller, Anthony	24 days	@\$252.86	7/2/07-8/3/07	Own Daily/\$6,069
Gecht, Marcia	13 days	@\$339.28	7/18/08-8/3/07	Own Daily/\$4,411

Siemer, Deborah	2 days @ \$570.36	6/28/07-6/29/07	Own Daily/\$1,141
Siemer, Deborah	11 days @ \$292.91	7/2/07-7/17/07	Own Daily/\$3,222
		TOTAL OWN DAILY	\$22,422

Comment: Summer School
01-Unrestricted Resource

SANTA MONICA HIGH SCHOOL

Acker, Nathaniel	2 days @ \$292.91	6/28/07-6/29/07	Own Hrly/\$ 586
Acker, Nathaniel	27 days @ \$300.64	7/2/07-8/8/07	Own Hrly/\$ 8,117
Anderson, Terry	2 days @ \$141.88	6/28/07-6/29/07	Own Hrly/\$ 284
Anderson, Terry	27 days @ \$145.74	7/2/07-8/8/07	Own Hrly/\$ 3,935
Barraza, Pete	2 days @ \$301.02	6/28/07-6/29/07	Own Hrly/\$ 602
Barraza, Pete	27 days @ \$308.74	7/2/07-8/8/07	Own Hrly/\$ 8,336
Bart-Bell, Dana	2 days @ \$268.69	6/28/07-6/29/07	Own Hrly/\$ 537
Bart-Bell, Dana	12.5 days @ \$276.42	7/2/07-8/8/07	Own Hrly/\$ 3,455
Bautista-Nicholas, C.	2 days @ \$254.28	6/28/07-6/29/07	Own Hrly/\$ 509
Bautista-Nicholas, C.	27 days @ \$262.00	7/2/07-8/8/07	Own Hrly/\$ 7,074
Beeman-Solano, Amy	2 days @ \$292.91	6/28/07-6/29/07	Own Hrly/\$ 586
Beeman-Solano, Amy	27 days @ \$300.64	7/2/07-8/8/07	Own Hrly/\$ 8,117
Chacon, Martha	2 days @ \$272.88	6/28/07-6/29/07	Own Hrly/\$ 546
Chacon, Martha	27 days @ \$280.61	7/2/07-8/8/07	Own Hrly/\$ 7,576
Cox, Daniel	29 days @ \$378.31	6/28/07-8/8/07	Own Hrly/\$10,971
Denis, Randall	29 days @ \$339.28	6/28/07-8/8/07	Own Hrly/\$ 9,839
Dew, Stephanie	2 days @ \$327.69	6/28/07-6/29/07	Own Hrly/\$ 655
Dew, Stephanie	27 days @ \$339.28	7/2/07-8/8/07	Own Hrly/\$ 9,161
DiMercurio, Joseph	2 days @ \$350.87	6/28/07-6/29/07	Own Hrly/\$ 702
DiMercurio, Joseph	12.5 days @ \$385.66	7/2/07-8/8/07	Own Hrly/\$ 4,821
Felix, Michael	2 days @ \$277.46	6/28/07-6/29/07	Own Hrly/\$ 555
Felix, Michael	27 days @ \$285.19	7/2/07-8/8/07	Own Hrly/\$ 7,700
Fulcher, Nathan	2 days @ \$188.19	6/28/07-6/29/07	Own Hrly/\$ 376
Fulcher, Nathan	27 days @ \$193.14	7/2/07-8/8/07	Own Hrly/\$ 5,215
Gleason, Beverly	29 days @ \$385.66	6/28/07-8/8/07	Own Hrly/\$11,184
Hafft, Ianna	2 days @ \$231.49	6/29/07-6/29/07	Own Hrly/\$ 463
Hafft, Ianna	27 days @ \$239.20	7/2/07-8/8/07	Own Hrly/\$ 6,458
Jimenez, Jaime	29 days @ \$385.66	6/28/07-8/8/07	Own Hrly/\$11,184
Johnson, Lisa	2 days @ \$308.37	6/28/07-6/29/07	Own Hrly/\$ 617
Johnson, Lisa	27 days @ \$316.09	7/2/07-8/8/07	Own Hrly/\$ 8,534
Lacy, Norm	29 days @ \$378.31	6/28/07-8/8/07	Own Hrly/\$10,971
Lipetz, Sarah	2 days @ \$226.90	6/28/07-6/29/07	Own Hrly/\$ 454
Lipetz, Sarah	27 days @ \$234.63	7/2/07-8/8/07	Own Hrly/\$ 6,335
Macwan, Vijaya	2 days @ \$277.46	6/28/07-6/29/07	Own Hrly/\$ 555
Macwan, Vijaya	27 days @ \$285.19	7/2/07-8/8/07	Own Hrly/\$ 7,700
Magnuson, Ruth	2 days @ \$288.34	6/28/07-6/29/07	Own Hrly/\$ 577
Magnuson, Ruth	27 days @ \$296.06	7/2/07-8/8/07	Own Hrly/\$ 7,994
McKellar, Leigh Anne	29 days @ \$327.69	6/28/07-8/8/07	Own Hrly/\$ 9,503
Paul, Carmen	29 days @ \$378.31	6/28/07-8/8/07	Own Hrly/\$10,971
Roberts, LaSonja	2 days @ \$277.46	6/28/07-6/29/07	Own Hrly/\$ 555
Roberts, LaSonja	27 days @ \$285.18	7/2/07-8/8/07	Own Hrly/\$ 7,700
Semik, Renee	2 days @ \$237.40	6/28/07-6/29/07	Own Hrly/\$ 475
Semik, Renee	27 days @ \$245.13	7/2/07-8/8/07	Own Hrly/\$ 6,619
Skaggs, Debbie	29 days @ \$296.44	6/28/07-8/8/07	Own Hrly/\$ 8,597
Vasquez-Mancini, C.	2 days @ \$225.10	6/28/07-6/29/07	Own Hrly/\$ 450
Vasquez-Mancini, C.	27 days @ \$232.82	7/2/07-8/8/07	Own Hrly/\$ 6,286
Veral, Ramon	2 days @ \$193.14	6/28/07-6/29/07	Own Hrly/\$ 386
Veral, Ramon	27 days @ \$200.87	7/2/07-8/8/07	Own Hrly/\$ 5,423
		TOTAL OWN DAILY	\$230,337

Comment: Intensive Intervention Summer School
01-Unrestricted Resource

SPECIAL EDUCATION

Heyler, Sioux	2 days @	\$272.88	6/28/07-6/29/07	Own Daily/\$	546
Heyler, Sioux	23 days @	\$280.61	7/2/07-8/2/07	<u>Own Daily/\$</u>	<u>\$6,454</u>
			TOTAL OWN DAILY		\$7,000

Comment: Summer School - Extended School Year (ESY)
 01-Dept. Rehab Transitn Partnrship - 90%
 01-Spec Ed: Workability I - 10%

Abbazia, Jocelyn	2 days @	\$246.55	6/28/07-6/29/07	Own Daily/\$	493
Abbazia, Jocelyn	27 days @	\$254.28	7/2/07-8/8/07	Own Daily/\$	6,866
Badt, Jonathan	1 day @	\$194.58	6/29/07	Own Daily/\$	195
Badt, Jonathan	19 days @	\$202.30	7/2/07-7/27/07	Own Daily/\$	3,844
Berezowsky, Lisa	20 days @	\$320.34	7/9/07-8/3/07	Own Daily/\$	6,407
Brock, Miriam	1 day @	\$316.08	6/29/07	Own Daily/\$	316
Brock, Miriam	19 days @	\$327.69	7/2/07-7/27/07	Own Daily/\$	6,226
Center-Brooks, Cheryl	2 days @	\$339.28	6/28/07-6/29/07	Own Daily/\$	679
Center-Brooks, Cheryl	27 days @	\$385.67	7/2/07-8/8/07	Own Daily/\$	10,413
Cierra, Jorge	29 days @	\$188.19	6/28/07-8/8/07	Own Daily/\$	5,458
Cohn, Jeff	2 days @	\$285.18	6/28/07-6/29/07	Own Daily/\$	570
Cohn, Jeff	27 days @	\$292.91	7/2/07-8/8/07	Own Daily/\$	7,909
Collin, Laura	20 days @	\$237.78	7/9/07-8/3/07	Own Daily/\$	4,756
Copeland, Barbara	29 days @	\$385.66	6/28/07-8/8/07	Own Daily/\$	11,184
Corpuz, Rowena	20 days @	\$296.44	6/29/07-7/27/07	Own Daily/\$	5,929
DeGregorio, Dana	1 day @	\$288.34	6/29/07	Own Daily/\$	288
DeGregorio, Dana	18 days @	\$296.04	7/2/07-7/27/07	Own Daily/\$	5,329
Deshautelle, Anna	20 days @	\$327.69	6/29/07-7/27/07	Own Daily/\$	6,554
DeVincentis-Waul, M.	2 days @	\$460.12	6/28/07-8/8/07	Own Daily/\$	920
DeVincentis-Waul, M.	27 days @	\$237.78	7/2/07-8/8/07	Own Daily/\$	6,420
Dugan, Chelsea	29 days @	\$202.30	6/28/07-8/8/07	Own Daily/\$	5,867
Edelman, Susie	1 day @	\$202.30	6/29/07	Own Daily/\$	202
Edelman, Susie	19 days @	\$210.02	7/2/07-7/27/07	Own Daily/\$	3,990
Evans, Elaine	20 days @	\$378.31	7/9/07-8/3/07	Own Daily/\$	7,566
Fleigel, Lois	1 day @	\$226.90	6/29/07	Own Daily/\$	227
Fleigel, Lois	19 days @	\$234.63	7/2/07-7/27/07	Own Daily/\$	4,458
Flowers, Lynne	20 days @	\$291.49	6/29/07-7/27/07	Own Daily/\$	5,830
Fragoso, Danielle	2 days @	\$239.50	6/28/07-6/29/07	Own Daily/\$	479
Fragoso, Danielle	27 days @	\$247.23	7/2/07-8/8/07	Own Daily/\$	6,675
French, Tara	20 days @	\$269.74	7/9/07-8/3/07	Own Daily/\$	5,395
Goldberg, Cori	20 days @	\$316.09	6/29/07-7/27/07	Own Daily/\$	6,322
Gonzalez, Gabriella	1 day @	\$262.39	6/29/07	Own Daily/\$	262
Gonzalez, Gabriella	19 days @	\$270.11	7/2/07-7/27/07	Own Daily/\$	5,132
Kittel, Gina	20 days @	\$339.28	6/29/07-7/27/07	Own Daily/\$	6,786
Kleis, Heidi	1 day @	\$316.09	6/29/07	Own Daily/\$	316
Kleis, Heidi	19 days @	\$327.69	7/2/07-7/27/07	Own Daily/\$	6,226
Levy, Amanda	1 day @	\$188.19	6/29/07	Own Daily/\$	188
Levy, Amanda	19 days @	\$190.00	7/2/07-7/27/07	Own Daily/\$	3,610
Manning, Marlynn	29 days @	\$327.69	6/28/07-8/8/07	Own Daily/\$	9,503
Marshall, Susan	20 days @	\$230.06	7/9/07-8/3/07	Own Daily/\$	4,601
Montanez, Joe	20 days @	\$188.19	6/29/07-7/27/07	Own Daily/\$	3,764
Montgomery, Todd	1 day @	\$293.30	6/29/07	Own Daily/\$	293
Montgomery, Todd	19 days @	\$301.02	7/2/07-7/27/07	Own Daily/\$	5,719
Ostrom, Michael	20 days @	\$256.00	7/9/07-8/3/07	Own Daily/\$	5,120
Perry, Barbara	2 days @	\$246.94	6/28/07-6/29/07	Own Daily/\$	494
Perry, Barbara	27 days @	\$254.66	7/2/07-8/8/07	Own Daily/\$	6,876
Pitts, Gregory	2 days @	\$237.40	6/28/07-6/29/07	Own Daily/\$	475
Pitts, Gregory	27 days @	\$245.13	7/2/07-8/8/07	Own Daily/\$	6,619
Rosenblaum, Laura	1 day @	\$285.57	6/29/07	Own Daily/\$	286
Rosenblaum, Laura	19 days @	\$293.30	7/2/07-7/27/07	Own Daily/\$	5,573

Rues, Kevin	1 day	@\$350.87	6/29/07	Own Daily/\$	351
Rues, Kevin	19 days	@\$385.66	7/2/07-7/27/07	Own Daily/\$	7,328
Schneider, Rhonda	20 days	@\$308.74	6/29/07-7/27/07	Own Daily/\$	6,175
Schopflin, Jennifer	1 day	@\$190.00	6/29/07	Own Daily/\$	190
Schopflin, Jennifer	19 days	@\$197.73	7/2/07-7/27/07	Own Daily/\$	3,757
Stone, Evie	1 day	@\$257.82	6/29/07	Own Daily/\$	258
Stone, Evie	19 days	@\$265.54	7/2/07-7/27/07	Own Daily/\$	5,045
Tarbell, Harlen	2 days	@\$327.69	6/28/07-6/29/07	Own Daily/\$	655
Tarbell, Harlen	24 days	@\$339.28	7/2/07-8/3/07	Own Daily/\$	8,143
Vonderleith, Jady	20 days	@\$350.88	7/9/07-8/3/07	<u>Own Daily/\$</u>	<u>7,018</u>
			TOTAL OWN DAILY		\$248,530

Comment: Summer School - Extended School Year (ESY)
01-Special Education

TOTAL ESTABLISHED HOURLY, AND OWN DAILY = \$543,871

LEAVE OF ABSENCE (with pay)

<u>Name/Location</u>	<u>Effective</u>
Turner, Amy Rogers Elementary School	8/31/07-9/4/07 [maternity]
Willard, Susan Grant Elementary School	8/31/07-11/2/07 [maternity]

LEAVE OF ABSENCE (without pay)

<u>Name/Location</u>	<u>Effective</u>
Adams, Laura Santa Monica HS	8/31/07-6/20/08 [personal]
Alpert, Andrea Santa Monica HS	7/1/07-6/30/08 [child care]
Anderson, Terry Santa Monica HS	8/31/07-6/20/08 [child care]
Ball, Marisa Muir Elementary School	8/31/07-6/20/08 [personal]
Bautista-Nicholas, Claudia Santa Monica HS	8/31/07-6/20/08 [personal]
Berukhim, Niloufar Roosevelt Elementary School	8/31/07-6/20/08 [personal]
Eliazarov, Aliza Grant Elementary School	8/31/07-6/20/08 [personal]
Emerson, Susan McKinley Elementary School	8/31/07-6/20/08 [child care]
Estrada, Tiffany Muir Elementary School	8/31/07-6/20/08 [personal]

Garcia-Nunez, Veronica Edison Elementary School	8/31/07-6/20/08 [personal]
Gardner, Heather Malibu High School	8/31/07-6/20/08 [60% - personal]
Harris, Dana Roosevelt Elementary School	8/31/07-6/20/08 [child care]
Olsheim, Elizabeth Roosevelt Elementary School	8/31/07-6/20/08 [child care]
Willard, Susan Grant Elementary School	11/3/07-1/16/08 [CFRA]
Willard, Susan Grant Elementary School	1/17/08-6/20/08 [child care]
Zimmermann Wolff, Amelia Malibu High School	8/31/07-6/20/08 [personal]

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/28/07

FROM: DIANNE TALARICO / TIMOTHY R. WALKER / DOUGLAS STAINE

RE: SPECIAL SERVICE EMPLOYEES

RECOMMENDATION NO. A.23

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 is included in the 2006-07 budget.

<u>Name/Location</u>	<u>Not to Exceed</u>	<u>Effective Dates</u>	<u>Rate</u>
Berger, Shelley	\$1,500	5/21/07-6/22/07	\$75/hour
Rogers Elementary School; poetry workshops for 3 rd grade students.			
FUNDING:	01-90150-0-11100-10000-2917-006-1501		-100%
Reimbursed by PTA			

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION ACTION/CONSENT
06/28/07

FROM: DIANNE TALARICO / TIMOTHY R. WALKER / WILBERT YOUNG

RE: CLASSIFIED PERSONNEL - MERIT

RECOMMENDATION NO. A.24

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.

<u>ELECTION</u>		<u>EFFECTIVE DATE</u>
CRANE, PATRICIA MUIR ELEMENTARY	INST ASST - CLASSROOM 3.5 HRS/SY/RANGE: 18 STEP: A	5/14/07
GARCIA, EDGAR SPECIAL EDUCATION	INST ASST - INT BEHAVIOR INTERV 6 HRS/SY/RANGE: 26 STEP: A	6/15/07
HERNANDEZ, RITA CHILD DEVELOP SVCS	CHILDREN CENTER ASST 3.5 HRS/SY/RANGE: 18 STEP: A	6/4/07
MANER, CHRISTINE CHILD DEVELOP SVCS	CHILDREN CENTER ASST 3.5 HRS/SY/RANGE: 18 STEP: A	6/11/07
SAUCEDO, OLGA ADULT EDUCATION	OFFICE SPECIALIST 6.4 HRS/11 MO/RANGE: 22 STEP: A	5/14/07

<u>PROMOTION</u>		<u>EFFECTIVE DATE</u>
MARES, JOSE OPERATIONS/GROUNDS	GROUND S LEAD PERSON 8 HRS/12 MO/RANGE: 36 STEP: D FR: EQUIP OPER/TREE TRIMMER	5/17/07

<u>TEMP/ADDITIONAL ASSIGNMENTS</u>		<u>EFFECTIVE DATE</u>
GARY, BARBARA ST ANNE/ED SERVICES	INST ASST - CLASSROOM	9/1/07-6/30/08
GUTIERREZ, MARTHA FRANKLIN ELEMENTARY	SR OFFICE SPECIALIST	8/24/07-6/30/08
JAUREGUI, JOSE SANTA MONICA HS	TECH SUPPORT ASST	4/21/07-4/22/07
MARQUEZ, LILIA MCKINLEY ELEMENTARY	BILINGUAL COMMUNITY LIAISON	9/5/07-8/20/08
MCGEE, LESLIE SANTA MONICA HIGH SCHOOL	ADMINISTRATIVE ASST	4/30/07-5/9/07
MESROBIAN, VARSO FRANKLIN ELEMENTARY	SR OFFICE SPECIALIST	8/20/07-6/30/07
MORRIS, TERRY SANTA MONICA HIGH SCHOOL	ADMINISTRATIVE ASST	4/30/07-5/9/07

NEWMAN, PASLEY MALIBU HIGH SCHOOL	INST ASST - SPECIAL ED	3/1/07-6/22/07
SAVAGE, STEPHANIE SANTA MONICA HIGH SCHOOL	SR OFFICE SPECIALIST	4/30/07-5/9/07
SMART, HOWARD MALIBU HIGH SCHOOL	CAMPUS SECURITY OFFICER	5/15/07-6/22/07
VELASCO, HENRY SANTA MONICA HIGH SCHOOL	TECH SUPPORT ASST	4/21/07-4/22/07

SUBSTITUTES

EFFECTIVE DATE

AYALA, WILLY EDUCATIONAL SERVICES	INST ASST - PHYSICAL ED	5/31/07-6/22/07
DAYSI, MIRANDA CHILD DEVELOP SVCS	CHILDREN CENTER ASST	5/21/07-6/22/07
KINNEY, LORINE WEBSTER ELEMENTARY	OFFICE SPECIALIST	5/2/07-5/10/07
LLANDEZ, ADRIANA FRANKLIN ELEMENTARY	INST ASST - CLASSROOM	4/23/07-6/22/07
LOPEZ, MARLENE FISCAL SERVICES	OFFICE SPECIALIST	5/29/07-6/30/07
MARTIN, KEVIN COMMUNITY DAY SCHOOL	CAMPUS SECURITY OFFICER	5/1/07-6/30/07
MRAVIK, TANYA MUIR ELEMENTARY	OFFICE SPECIALIST	3/19/07-6/30/07
MUGG, DAVID EDUCATIONAL SERVICES	INST ASST - PHYSICAL ED	6/6/07-6/22/07
TESFAMICHAEL, MELEY CHILD DEVELOP SVCS	CHILDREN CENTER ASST	5/9/07-6/22/07

CHANGE IN ASSIGNMENT

EFFECTIVE DATE

GLOVER, TOMITA SANTA MONICA HS	SR OFFICE SPECIALIST 8 HRS/12 MONTH FR: 8 HRS/10 MONTH	7/1/07
OCHOA, BARBARA FRANKLIN ELEMENTARY	INST ASST - CLASSROOM 3.7 HRS/SY FR: 2 HRS/SY	5/1/07

LEAVE OF ABSENCE (PAID)

EFFECTIVE DATE

GREEN, JOANN GRANT ELEMENTARY	INST ASST - CLASSROOM MEDICAL	5/21/07-6/11/07
GREEN, JOANN GRANT ELEMENTARY	INST ASST - CLASSROOM MEDICAL	6/12/07-6/22/07

GRIFFIS, CRYSTAL SANTA MONICA HS	INST ASST - SPECIAL ED MEDICAL	5/30/07-6/12/07
GRIFFIS, CRYSTAL SANTA MONICA HS	INST ASST - SPECIAL ED MEDICAL	6/13/07-6/22/07
ROMERO, SILVIA CHILD DEVELOP SVCS	ADMINISTRATIVE ASST MEDICAL	5/7/07-5/25/07
SERNA, MARIA FISCAL SERVICES	SR ADMINISTRATIVE ASST MATERNITY	6/20/07-6/22/07
WATKINS, JENNIFER FOOD SERVICES	COOK BAKER MEDICAL	6/8/07-6/22/07

LEAVE OF ABSENCE (UNPAID)

SCOTT, MAREN FRANKLIN ELEMENTARY	INST ASST - SPECIAL ED PERSONAL	<u>EFFECTIVE DATE</u> 6/11/07-6/22/07
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PROFESSIONAL GROWTH

LOPEZ, SARAH CHILD DEVELOP SVCS	CHILDREN CENTER ASST	<u>EFFECTIVE DATE</u> 6/1/07
PRECIADO, EDWIN FRANKLIN ELEMENTARY	INST ASST - SPECIAL ED	6/1/07
VASQUEZ, MARTHA MCKINLEY ELEMENTARY	INST ASST - CLASSROOM	6/1/07

WORKING OUT OF CLASS

HERRERA, ZENON OPERATIONS/GROUNDS	EQUIP OPER/TREE TRIMMER FR: EQUIP OPERATOR	<u>EFFECTIVE DATE</u> 5/6/07-6/30/07
MARES, JOSE OPERATIONS/GROUNDS	GROUNDS LEAD PERSON FR: EQUIP OPER/TREE TRIMMER	5/4/07-5/16/07
QUIROZ, TIMOTHY FOOD SERVICES	STOCK DELIVERY CLERK FR: CAFETERIA WORKER II	5/1/07-5/21/07
SANTIAGO, LAUREN SPECIAL ED/MCKINLEY	INST ASST - INTEN BEHAV INTERV FR: INST ASST - SPECIAL ED	9/5/06-1/29/07

LAYOFF/REDUCTION OF HOURS

DE LA ROSA ISAAC, JOHANNA CHILD DEVELOP SVCS	BILINGUAL COMMUNITY LIAISON 5.5 HRS/10 MO FR: 8 HRS/11 MO	<u>EFFECTIVE DATE</u> 7/30/07
DIXON, GUADALUPE CHILD DEVELOP SVCS	BILINGUAL COMMUNITY LIAISON 5.5 HRS/10 MO FR: 8 HRS/11 MO	7/30/07
OCAMPO, IRMA CHILD DEVELOP SVCS	BILINGUAL COMMUNITY LIAISON 5.5 HRS/10 MO FR: 8 HRS/11 MO	7/30/07

<u>LAYOFF</u>		<u>EFFECTIVE DATE</u>
BIREN, SARA CHILD DEVELOP SVCS	COMMUNITY LIAISON	7/30/07
GRAVES, GIZELLE CHILD DEVELOP SVCS	COMMUNITY LIAISON	7/30/07

<u>ESTABLISHMENT OF POSITION</u>		<u>EFFECTIVE DATE</u>
	INST ASST - SPECIAL ED 5 HRS/SY; SPEC ED/ROOSEVELT	9/5/07

<u>ABOLISHMENT OF POSITION</u>		<u>EFFECTIVE DATE</u>
	INST ASST - SPECIAL ED 4.5 HRS/SY; SPEC ED/PINE ST	9/5/07
	INST ASST - SPECIAL ED 6 HRS/SY; MCKINLEY	9/5/07
	INST ASST - SPECIAL ED 2.5 HRS/SY; PT DUME	9/5/07

<u>RESIGNATION</u>		<u>EFFECTIVE DATE</u>
HEINZ, MIKA SANTA MONICA HIGH SCHOOL	LABORATORY TECH	6/27/07
HUIZAR, MONIQUE FISCAL SERVICES	ACCOUNTING TECHNICIAN	7/31/07
JIMENEZ, MARGARET EDISON ELEMENTARY SCHOOL	INST ASST - BILINGUAL	6/22/07
LEONHARD, DEBORAH MALIBU HIGH SCHOOL	INST ASST - SPECIAL ED	8/31/07
O'BRIEN, PATRICIA PT DUME ELEMENTARY SCHOOL	INST ASST - SPECIAL ED	6/22/07
THOMAS-RUSSO, REBECCA FRANKLIN ELEMENTARY SCHOOL	INST ASST - CLASSROOM	6/22/07
VAN LOO, DONNA OLYMPIC HIGH SCHOOL	INST ASST - SPECIAL ED	6/22/07

<u>RETIREMENT</u>		<u>EFFECTIVE DATE</u>
BARRERA, JOE MAINTENANCE	METAL WORKER [Revision of date from 4/19 Board Agenda]	9/3/07
KOPEK, TONI PURCHASING	REPROGRAPHIC OPERATOR	7/30/07

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

TO: BOARD OF EDUCATION ACTION/CONSENT
06/28/07
FROM: DIANNE TALARICO / TIMOTHY R. WALKER / WILBERT YOUNG
RE: CLASSIFIED PERSONNEL - NON-MERIT

RECOMMENDATION NO. A.25

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.

COACHING ASSISTANT

BRENNAN, CHRIS	SANTA MONICA HS	6/7/07-6/30/07
HOUSTON, LOVELL	SANTA MONICA HS	5/1/07-6/30/07
WOEPSE, GREGORY	SANTA MONICA HS	6/4/07-6/30/07

NOON SUPERVISION

ALEMAN, ALVIN	FRANKLIN ELEMENTARY	5/16/07-6/22/07
MARION, MIRIAM	MCKINLEY ELEMENTARY	9/5/07-6/20/08
REYES, MODESTA	MCKINLEY ELEMENTARY	9/5/07-6/20/08

STUDENT WORKER - WORKABILITY

WHITFIELD, TAYLOR	MALIBU HIGH SCHOOL	4/15/07-6/30/08
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MOTION MADE BY:
SECONDED BY:
STUDENT ADVISORY VOTE:
AYES:
NOES:

COMMUNICATIONS

**District Advisory Committee
Board of Education Annual Report
2006-2007**

ENGLISH LEARNERS ADVISORY COMMITTEE

Chair: Gabriel Olivera

Staff Liaison: Aida Diaz

The District English Learners Advisory Committee (DELAC) is a state mandated advisory committee. The main function of DELAC is to review and advise the board on programs and services for English Learners (ELs).

Our DELAC meetings incorporate the mandated state requirements and informational presentations. The mandated state requirements help parents to fully understand the programs and services for English Learners and participate in the educational process of their children. The presentations provide parents with knowledge and skills that they can use to support and advocate for their students in their acquisition of English and academic subjects. It is important to note that our DELAC continues to include a wide range of Spanish speaking parents, many of whom do not have children who are English Learners.

I. Meeting Topics:

DELAC complied with state requirements and included the following presentations:

Month	DELAC Requirements	Presentations
October	<ul style="list-style-type: none"> • Purpose of DELAC • Survey of topics for the school year 	District Goals for 2006-2007: María León-Vázquez, Board Member
November	<ul style="list-style-type: none"> • Goals & Objectives of the District programs & services for English Learners • Successful Parent/ Teacher Conferences 	Superintendent Dianne Talarico.
December	<ul style="list-style-type: none"> • Parent Notification letters of Initial / Annual CELDT results 	"Strategies on How to Help Your Child Study Better": Maria Rodríguez, Community Liaison
February	<ul style="list-style-type: none"> • Reclassification Procedure 	What is Latino Identity? and How it Influences Our Latino Students: Marcela Avila, MFPI Therapist
March	<ul style="list-style-type: none"> • Needs Assessment 	Community Programs at Virginia Park
May	<ul style="list-style-type: none"> • Input for Board Report 	"Understanding our Children and Their Temperament": Johanna De La Rosa

II. Highlights

English Learners Achievement Data:

- Our district and individual school sites continue to meet and surpass state generated achievement targets of Title III Accountability for English Learners, which are the three Annual Measurable Achievement Objectives (AMAOs).
 - **AMAO I** - Percent of Students Making Annual Progress in Learning English. The Title III 2005-2006 target was 52%; our district's percent is 75.7%
 - **AMAO II** - Percent of Students Attaining English Proficiency on CELDT. The title III 2005-2006 target was 31.4%; our district's percent is 48.7%
 - **AMAO III** - Adequate Yearly Progress for the English Learner Subgroup at the LEA level for English Arts and Mathematics data. All schools met the target for AMAO 3.

Special Funding:

- The district received additional Economic Impact Aid (EIA) funds for SY 2006-2007. School sites were given an allocation of \$90 per English Learner. Each site identified the needs of their English Learners and used the funds to address these needs. Sites used their funds in a variety of appropriate expenditures, including supplemental materials, tutoring and reading specialists, and staff development to improve teachers' ability to meet the needs of English Learners.
- The district submitted an Intent to Purchase English Language Development (ELD) supplemental materials for the one-time AB 1802 - Appropriation to Purchase Supplemental Instructional Materials for English Learners. All participating districts will be able to expend no more than thirty (\$30) per English Learner. The actual allocation amount will not be determined until fall 2007. The district will be able to purchase materials that CDE verifies and the SBE approves that are substantially correlated to the identified ELA content and ELD standards.

Staff Development:

- California Education code requires that English Learners be instructed in ELD and content area by teachers who possess specific training and authorization. By hiring teachers with appropriate authorization and/or training our teachers we will be complying with state and federal

mandates and meeting the instructional needs of our English Learners. The district offered CTEL Examination Preparation classes free of cost to district teachers. We plan to continue offering multiple opportunities for our teachers to comply with this state mandate and most importantly for them to develop strategies to instruct our English Learners.

- *Frontloading English Language* is a component of the district implementation of Houghton Mifflin that provides English Learners with both access to the core English Language Arts program as well as specific English Language Development instruction. Frontloading training was offered during the fall of 20076 and continuous implementation support is available through the site's ELD Coaches.

Assessment:

- California English Language Development Test (CELDT) the California test is administered every year between July and October. The purpose is to determine the progress English Learners are making in their acquisition of the English language in the areas of Listening, Speaking, Reading, and Writing. Approximately 1600 students were tested.
- CAHSEE results indicate that our English Learners who have been Reclassified Fluent English Proficient (RFEP) are passing at a higher percentage rate than English Only and Initially Fluent English Proficient (IFEP). This is important to note because the Reclassified ELs are generally students who started in our district as English Learners and have met the reclassification requirements. Our reclassification criteria are higher than the state's recommendation.

Parent Academy

A *Parent Academy: Preparing Tomorrow's Professionals* was offered this year. Parents were able to explore strategies to help their children be successful in school and how to guide them to pursue a college education. Approximately 30 parents participated in the 4 evening sessions. Topics included:

- Professional Options and Required Education
- The different college/university systems
- How to motivate your student
- Differences in learning between females and males
- Building Resiliency in Our Children
- Educational Summer Activities

III. Recommendations:

DELAC is aware that there are budgetary limitations; however, the parents want to make certain that the district continues to implement the strategies, interventions, and programs that have been successful in accelerating the achievement of our English Learners. Many of our English Learners meet the percentage of achievement required by the state in the AMAOs. However, there are a number of English Learners who do not. Therefore, there remains a need to refine our ability to provide effective services to each English Learner, particularly those who have yet to meet the state target levels of achievement.

In order to do this, DELAC views the following recommendations as fundamental to the success of their children, and in fulfillment of the charge that they have been given by the state of California as reflected in the California Educational Code urges the district to:

1. Continue to offer high quality English Language Development secondary (ELD) at the:
The achievement level of SMMUSD's Reclassified Fluent English proficient students as measured by performance on standardized measures such as CST and CAHSEE has historically been remarkable. Parents and staff feel that this is directly attributable to the comprehensive services that English Learners receive in district programs. A fundamental component of these services are ELD classes that are targeted, utilize high quality materials and instructional methodologies, and sequentially provide for the linguistic needs of students acquiring English. There is a need to continue to provide the current scope, sequence, and structure of district ELD programs.
2. Continue offering Sheltered content classes at the secondary level:
Sheltered content classes provide grade level academic instruction that gives English Learners access to the core curriculum while teaching English vocabulary and English grammatical structures. Secondary sites need to evaluate the need of providing their ELs with access in the various content areas and create sheltered classes offerings according to the identified need.
3. Continue appropriate placement of English Learners:
The district's design for delivering services to ELs requires that the ELs be grouped in classrooms according

to their English proficiency levels. Grouping ELs of no more than 2 contiguous English proficiency levels facilitates the delivery of appropriate instructional services in the elementary classrooms.

4. Continue ELD summer school and intervention classes:

Summer and intervention programs are seen as one of the best ways to support student learning. They especially give ELs the opportunity to receive additional support needed in their acquisition of English and accessing the core curriculum, which leads to academic achievement.

5. Support Staff development:

The district should continue to provide teachers with opportunities to attain certification to instruct English Learners. Additionally, staff development offerings should include, at a minimum, strategies for effective ELD, sheltered instruction, and cultural responsive practices.

6. Offer Parent Academies:

In response to parents' request to reinstate the Enlace Familiar Program, which parents found to be an effective tool for participation in the education process of their children, parents were provided an opportunity to participate in the Parent Academy, described above. They need to be offered throughout the year so that more parents are able to participate.

IV. Budgetary Implications/Recommendation:

The district receives state and federal funds to provide supplementary support to English Learners. DELAC urges the board to use the additional funds that English Learners generate to continue implementing the recommendations outlined above.

MAJOR ITEMS

TO: BOARD OF EDUCATION
FROM: DIANNE TALARICO / STEPHEN R. HODGSON
RE: PUBLIC HEARING ON 2007-08 FINAL BUDGET

ACTION/MAJOR
06/28/07
7:00pm

RECOMMENDATION NO. A.26

It is recommended that the Board of Education (in accordance with Education Code Section 42103) hold a public hearing prior to formal consideration of the district's 2007-08 Budget.

COMMENT: The proposed budget has been made available for public inspection in the Office of the Superintendent, consistent with established district policy.

Furthermore, in accordance with state law, said proposal in various progressions was presented for public review at Budget Workshops on 3/21/07 and 4/2/07 and at regular board meetings on 5/3/07, 5/17/07, and 6/7/07.

Open Public Hearing
MOTION MADE BY:
SECONDED BY:
STUDENT ADVISORY VOTE:
AYES:
NOES:

Close Public Hearing
MOTION MADE BY:
SECONDED BY:
STUDENT ADVISORY VOTE:
AYES:
NOES:

TO: BOARD OF EDUCATION

ACTION/MAJOR

06/28/07

FROM: DIANNE TALARICO / STEPHEN R. HODGSON / PAT HO /
ANGELITA DALAN

RE: DISTRICT BUDGET FOR 2007-08

RECOMMENDATION NO. A.27

It is recommended that the Board of Education, following a "Public Hearing," adopt the District Budget for 2007-08.

COMMENT: The Budget Development Calendar noted that following a Public Hearing, the Board of Education will be asked to approve the District Budget for 2007-08. This agenda item presents a detailed summary of the 2007-08 Budget, and also provides a continuing opportunity to discuss general budgetary information and projections.

Special Note:

The 2007-08 Budget provides an initial expenditure plan for district instructional and operational programs. The budget will be revised, as needed, to address changes in priorities.

Continuing the Focus on Established Budgetary Policy Areas

The Board of Education was previously presented six policy areas for consideration in conjunction with the development of the district's 2007-08 and future year budgets. These were:

- **SMMUSD Vision Statement and Student Outcomes**
- **Principles for Guiding Future Budgetary Decisions**
- **District Budget Allocation and Staffing Guidelines**
In conjunction with those Guidelines, reductions in staffing will continue to occur as enrollment declines and other opportunities for administrative or operational changes become available.
- **Recognition of the need to achieve budgetary savings and the necessity for ongoing budgetary reductions**
Based on all current budgetary indicators, there is a necessity for ongoing budget reductions. Activities in this area are anticipated to intensify in future years.

Note: *The Board of Education, at its meeting on May 3, 2007, approved an initial but comprehensive list of budgetary reduction/deficit reduction strategies.*

➤ **Use of District Categorical Program Funding and District "Other Funds"**

Monitor the current and potential availability of categorical program findings and other district funds to help retain important core instructional programs and/or moderate the level of program reductions that would otherwise occur.

➤ **Explore ways to reduce the financial impact of the continuing decline in student enrollment**

Note: *The loss of Revenue Limit funding associated with the decline in student enrollment presents one of the most significant fiscal challenges faced by the district.*

The materials presented to the Board of Education at the Board Workshops/Budget Study Sessions on March 21, 2007, and April 25, 2007, included the necessity of "Recognizing the Economics of Budgetary Deficits"; more specifically, the direct linkage between the loss of funding and the loss of students, and as the size of a school district's budgetary deficit increases, the less likely it can be brought back into balance without a corresponding savings achieved by a reduction in personnel/ personnel costs.

Multi-Year Financial Projection

The district's Multi-Year Financial Projection (MYFP) is periodically revised to reflect the most current information. The MYFP is all about the future impact of current decisions. The Principles for Guiding Budgetary Decisions provide a strong base upon which the decision-making process of the Board of Education can be built.

2007-08 BUDGET OVERVIEW

REVENUE ASSUMPTIONS

4.53% statutory COLA for 2007-08 Revenue Limit funding (actual for SMMUSD = 4.48%)

The Base Revenue Limit for Santa Monica-Malibu USD is expected to be \$5,879.84 per ADA (2006-07 P2 ADA - 11,359). The total Base Revenue Limit is \$66,792,395.

The hourly rate for Supplemental Instructional Programs is \$4.08. The budgeted deficits in 2007-08 hourly funding:

Core Academic - no deficit

Grade 7-12 CAHSEE program - 4% deficit

Grade 2-6 Program - 30% deficit

Grade 2-9 Program - 25% deficit

The estimated revenue of Supplemental Hourly Programs is \$734,224.

The projection of 2007-08 District Enrollment is 11,721. The current CBEDs count is 11,902, thus a potential reduction of <181> students that translates to approximately (\$1 million) reduction in our revenue stream.

The Lottery allocation will be \$137 per annual ADA, of which \$117.25 is for unrestricted expenditures and the remaining \$19.75 is for Proposition 20 - Mandated for Instructional Materials.

The district will participate in the K-3 Class Size Reduction Program and receive \$1,066 per pupil.

Special Education transfer from the Revenue Limit is \$2,124,307. Special Education Mandate Settlement at \$4.52 per 1999-00 ADA is \$52,328. The projected special Education funding for AB602 is 6,400,247.

The 07-08 Mandated Reimbursement is not included in the 2007-08 Budget (the district has received \$1,425,955 in the 2006-07 fiscal year).

The local Parcel Tax for Measure "Y" at \$120.97 per parcel, which includes an estimated CPI-U adjustment of 3.5%, will generate \$3,921,000 based on 32,413 parcels. Measure "Y" began in 2001 for 10 years and will expire in June 2011.

The Measure "S" parcel tax at \$225 per parcel is estimated to generate \$6.5 million, after processing senior exemptions, which are anticipated to number 3,200. Measure "S" began in 2003 for 6 years and will expire in June 2009.

The district currently anticipates receipt of \$6,736,184 (including 4% prevailing COLA) of financial support from the City of Santa Monica.

The district should receive \$139,835 of Joint Use Agreement funding from the City of Malibu.

The combined lease revenue is \$2,642,412, from the Double Tree Hotel, Madison, 9th & Colorado, and 16th Street properties.

St John's Hospital will decrease the funding to the Nurse Program from \$135,000 to \$60,000 and Infant Family Program (Child Development Fund) from \$200,000 to \$84,000 in 2007-08 respectively.

The Instructional Materials Funding Realignment Program (IMFRP) will be funded at \$68.89 per pupil per 2006-07 CBEDS enrollment.

The Supplemental School Counseling Program will be funded at \$68.6 per pupil, based on the 2006-07 Grades 7 to 12 enrollments.

The Arts and Music Grant will be funded at \$16.70 per enrolled K-12 pupil.

The estimated interest revenue of General Fund is \$820,000.

The Base Revenue for Adult Education is \$2,645.30 per annual ADA (projected the 2007-08 annual ADA = 240) and the total state aid is \$634,872.

The estimated of the Maximum State Match for Deferred Maintenance Fund (Fund 14) is \$500,000.

EXPENDITURE ASSUMPTIONS

Full-Time Equivalent (FTE) Changes:

As a result of an anticipated decline in student enrollment of <181>, and in an effort to more appropriately align teaching positions with the actual number of students, the budget reflects a decrease of <23.3> FTEs.

Salary:

\$150,000 salary schedule compression for SMMCTA members
2.0% step and column increase for certificated employees
1.5% step and column increase for classified employees

Benefits:

Statutory Benefits:

8.25 % STRS employer contribution rate
6.20% OASDI contribution rate
1.45% Medicare contribution rate
0.05% SUI contribution
4.00% Workers' Compensation contribution
9.306% PERS Employer contribution rate
3.714% PERS Reduction

Health & Welfare

The premium for district-paid employee health benefits is budgeted for a 10% increase in 2008 calendar year. Cal-PERS has not announced the new rate for 2008. We will adjust these rates when we receive the official notification.

The budget for the schools' Formula Money allocation for supplies and other operating costs is:

- K-5 \$ 35.75 per pupil
- 6-8 \$ 42.66 per pupil
- 9-12 \$ 63.48 per pupil

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

Due to the participation in the State's School Facilities Modernization Program, we are currently required to budget 3% of the total General Fund (Restricted and Unrestricted) budget for the On-Going Maintenance Program.

The 2007-08 projected total cost of retiree benefits is \$674,814.

TRANSFER ASSUMPTIONS

The Indirect Rate will be changed from 2.45% to 5.29% in 2007-08.

Categorical Program Mega-Item Transfer will be implemented in 2007-08, and \$115,000 will be transferred from the School & Library Improvement Block Grant to the Special Education Transportation Program.

\$100,000 Instructional Aides Cost will be transferred from Special Education to Economic Impact Aid (EIA) Program.

A \$1 million transfer from Fund 21 to the Ongoing Maintenance Program (Fund 01) was approved by the Board (*Item A.16 on May 3, 2007*). Until the BB Bond has been issued, the budget for transfer remains at \$500,000. An additional \$500,000 will be added to the budget after the issuance of the BB Bond.

A \$75,000 transfer from the General Fund to the Child Development Center is budgeted in 2007-08 for the extra cost incurred by the minimum days of elementary schools.

A \$500,000 transfer from the General Fund to the Deferred Maintenance Fund (Fund 14) is budgeted, representing the estimated District match.

RESERVE FOR ECONOMIC UNCERTAINTIES

Under the State Criteria and Standards, the District Budget reflects a 3% reserve of the total General Fund Budget for 2007-08, 2008-09 and 2009-10.

Reference Materials

The following supplemental materials are provided for reference:

- SMMUSD Vision Statement and Student Outcomes - Attachment A
- Principles for Guiding Budgetary Decisions - Attachment B
- 2007-08 Budget Allocation and Staffing Guidelines - Attachment C
- Enrollment Projection Summary 2007-08 through 2009-10 - Attachment D
- 2007-08 Major Categorical Programs (and Local General Fund Contribution (LGFC)) - Attachment E1 and E2
- Multi-Year Financial Projection (MYFP) through 2009-10 - Attachment F (2 pages)
- Summary of Major Funds - Attachment G (8 pages)
- Projected Ending Fund Balance 2006-07 - Attachment H

The complete 2007-08 District Budget in the State Standard Account Code Structure (SACS) Format is attached to the Agenda as Attachment I (green pages).

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

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT VISION STATEMENT AND STUDENT OUTCOMES

Vision Statement

As a community of learners, the Santa Monica-Malibu Unified School District works together in a nurturing environment to help students be visionary, versatile thinkers; resourceful, life-long learners; effective, multilingual communicators and global citizens. We are a richly varied community that values the contributions of all its members. We exist to prepare *all* students in their pursuit of academic achievement and personal health and to support and encourage them in their development of intellectual, artistic, technological, physical and social expression.

Student Outcomes

All SMMUSD students will graduate as individuals who are:

1. **VISIONARY, VERSATILE LEARNERS** who recognize and solve complex problems through reflection, informed risk-taking, critical evaluation and artistic exploration.
2. **THINKERS** who are resourceful and have a working knowledge and appreciation of academics, aesthetics, personal wellness and self, as well as an understanding of and respect for the needs of others.
3. **GLOBAL CITIZENS** who value their richly-varied world and act to sustain the natural environment by participating in democratic processes through ethical, informed decision-making.
4. **LIFE-LONG LEARNERS** who, individually and in collaboration with others, are intrinsically motivated to pursue their personal bests and attain meaningful, productive lives.
5. **EFFECTIVE, MULTILINGUAL COMMUNICATORS** who use verbal, written, mathematical, artistic and technological languages to give, receive, value and process information.

**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT
PRINCIPLES FOR GUIDING FUTURE BUDGETARY DECISIONS**

- Maintain a balance between current and future-year income and expenditures so as to ensure the long-term financial integrity of the District.
- Recognize that the highest financial priority is directly related to improving student achievement.
- Instructional and support service programs shall be aligned with Board of Education identified goals and priorities.
- Maintain competitive salaries and benefits that will enable the District to attract and retain an excellent teaching and support service staff.
- Recognize that some programs and services may need to be reduced or eliminated. Regularly evaluate all programs and services for cost effectiveness.
- Consistent with the need for standardization, align resource distribution with accountability for student achievement....the greater the degree of accountability, the more direct control the school site should have over the distribution of funding.
- Work to reduce/eliminate the financial impact (encroachment) that various categorical and incentive programs have on the General Fund.
- Recognize that an adequate infrastructure is needed in order to provide a high level of programs and services.
- Ensure that the District is in compliance with state and federal mandates.

2007-08 BUDGET ALLOCATION AND STAFFING GUIDELINES

Description	Elementary Schools	Middle Schools	High Schools
Regular Classroom Teacher Staffing			
Grades K-3*	20.44:1	N/A	N/A
4-5	30:1	N/A	N/A
6-8**	N/A	34:1	N/A
9-12**	N/A	N/A	35:1
Noon Aides (Hours/Student)	***	***	***
Counselor Staffing	***	***	***
Librarians/Library Clerks	***	***	***
School Site Admin. Support	***	***	***
School Site Clerical Support	***	***	***
Custodians	***	***	***
School Site Allocations			
Unrestricted	\$25.75	\$27.66	\$48.48
Restricted (<i>Instruction</i>)	<u>\$12.00</u>	<u>\$15.00</u>	<u>\$15.00</u>
Total	\$37.75	\$42.66	\$63.48

* Per State K-3 Class Size Reduction (*CSR*) staffing guidelines prior to penalty. Ratio may be reduced by use of categorical or other program funding.

** The target ratio for 2007-08 is closer to 32:1

*** Staffing ratios are currently being updated.

**** Supplemental allocations are added to this amount as follows:

Samohi: \$54,400 Athletics; \$22,500 Band Transportation; \$15,000 Co-Curricular.

Malibu: \$20,000 Athletics.

**SMMUSD ENROLLMENT PROJECTION SUMMARY
FROM 2007-08 THROUGH 2009-10
(WITH 2006-07 ACTUAL COMPARISON)**

	2006-07	2007-08	2008-09	2009-10
Elementary Schools	5,019	4,929	4,865	4,771
Middle Schools	2,756	2,683	2,624	2,536
High Schools	4,104	4,109	4,068	4,069
TOTAL	11,879 <i>Est.</i>	11,721 <i>Est.</i>	11,557 <i>Est.</i>	11,376 <i>Est.</i>

2007-08 MAJOR CATEGORICAL PROGRAMS

	2006-07 BUDGET	2007-08 BUDGET	CHANGE
FEDERAL PROGRAMS			
TITLE I :BASIC	1,326,014	1,025,321	(300,693)
TITLE II :TEACHER QUALITY	473,789	415,024	(58,765)
TITLE II: ENHANCING ED THROUGH TECH	11,127	10,586	(541)
TITLE II: ENHANCING ED THROUGH TECH PART D	198,400	-	(198,400)
TITLE III : LEP	149,884	131,699	(18,185)
TITLE IV: DRUG FREE SCHOOL	41,239	50,093	8,854
TITLE V: INNOVATION EDUCATION	11,874	8,567	(3,307)
VOC: CARL PERKINS II	59,034	48,764	(10,270)
MEDICAL REIMBURSEMENT	170,000	125,000	(45,000)
SMALL LEARNING COMMUNITIES	45,386	-	(45,386)
SP ED: IDEA ENTITLEMENT	2,400,875	2,400,875	-
SP ED: WORKABILITY	56,820	56,820	-
DEPT REHAB: TRANSITION PARTNERSHIP PROGRAM	131,377	131,377	-
TOTAL FEDERAL REVENUES:	5,075,819	4,404,126	(671,693)
STATE PROGRAMS			
SPECIAL EDUCATION - AB602	6,400,247	6,400,247	-
GIFTED AND TALENTED EDUCATION	94,970	93,282	(1,688)
HOME TO SCHOOL TRANSPORTATION	461,327	465,632	4,305
SPECIAL ED TRANSPORTATION	427,076	427,076	-
ECONOMIC IMPACT AID	836,871	836,871	-
ENGLISH LANGUAGE ACQUISITION (ELAP)	67,600	67,600	-
TOBACCO-USE PREVENT ED: 4-8	20,501	16,226	(4,275)
SCHOOL SAFETY	207,811	197,895	(9,916)
INSTRUCTIONAL MATERIALS REALIGNMENT	803,578	772,200	(31,378)
CAHSEE INTENSIVE INSTR & SERVICES	107,020	-	(107,020)
LOTTERY -INSTRUCTIONAL MATERIALS	250,641	232,307	(18,334)
INSTRUCTIONAL MATERIALS - ENGLISH LEARNER	28,377	-	(28,377)
CAL SAFE: STUDENT SUPPORT	49,154	49,336	182
ARTS AND MUSIC BLOCK GRANT	199,521	199,521	-
ARTS, MUSIC AND PE SUPPLIES & EQUIP	990,608	-	(990,608)
PUPIL RETENTION BLOCK GRANT	39,415	39,415	-
TEACHER CREDENTIALING BLOCL GRANT (BTSA)	145,061	193,250	48,189
PROFESSIONAL DEVELOPMENT BLOCK GRANT	587,429	540,180	(47,249)
TARGETED INSTRUCTIONAL IMPROVEMENT	469,372	519,687	50,315
SCHOOL AND LIBRARY IMPROVEMENT	774,631	798,975	24,344
DISCRETIONARY BL GRANT - SITE	735,968	-	(735,968)
DISCRETIONARY BL GRANT - DISTRICT	246,145	-	(246,145)
INSTRUCTIONAL, LIBRARY, TECHNOLOGY	193,375	-	(193,375)
SUPPLEMENTAL SCHOOL COUNSELING	414,037	414,037	-
TOTAL STATE REVENUES	14,468,915	12,263,737	(2,205,178)

LOCAL GENERAL FUND CONTRIBUTION (LGFC)

	2006-07	2007-08	CHANGES
SPECIAL EDUCATION	9,999,441	11,560,918	1,561,477
SPECIAL EDUCATION TRANSPORTATION*	612,876	570,359	(42,517)
NATIONAL BOARD CERTIFICATION	60,000	55,000	(5,000)
MULTI-CULTURE PROGRAM	500,000	500,000	-
VALUED YOUTH PROGRAM	82,500	80,000	(2,500)
STUDENT OUTREACH PROGRAM- SAMOHI	223,399	379,622	156,223
REGIONAL OCCUPATIONAL PROGRAM	8,700	8,700	-
BARNUM HALL	107,000	-	(107,000)
ONGOING MAINTENANCE PROGRAM	3,501,868	3,598,699	96,831
TOTAL CONTRIBUTION:	15,095,784	16,753,298	1,657,514

* AB825 – TRANSFER \$115,000 FROM SCHOOL AND LIBRARY IMPROVEMENT BLOCK GRANT TO SPECIAL ED TRANSFER.

**MULTI-YEAR PROJECTION
UNRESTRICTED GENERAL FUND**

ASSUMPTIONS

Factor	2007-08	2008-09	2009-10
Statutory COLA	4.53%	3.70%	2.60%
Base Revenue Limit Per P2 ADA	\$ 5,879.84	\$ 6,094.84	\$ 6,251.84
Enrollment Projection	11,721	11,557	11,376
Decline Enrollment from Prior Year	(181)	(164)	(181)
ADA Projection	11,141	10,959	10,807
Revenue Limit ADA (Prior Yr)	11,360	11,141	10,959
Federal Revenues	0%	0%	0%
City of Santa Monica	\$ 6,736,184	\$6,938,270	\$ 7,146,418
Measure "Y" Expires 6/30/11	\$ 3,921,000	\$ 4,038,630	\$ 4,158,789
Measure "S" Expires 6/30/09	\$ 6,573,000	\$ 6,573,000	\$ 6,573,000
Lottery	\$137/ADA	\$137/ADA	\$137/ADA
Special Ed COLA - State	4.53%	3.70%	2.60%
Salary Increase: Certificated	0%	0%	0%
Salary Increase: Management	0%	0%	0%
Salary Increase: Classified	0%	0%	0%
Step & Column Incr. - Certificated	2%	2%	2%
Step & Column Incr. - Mgmt.	1.50%	1.50%	1.5%
Step & Column Incr. - Classified	1.50%	1.50%	1.50%
FTE Adjustment vs Enrollment	(23.3 FTEs)	(6.5 FTEs)	(7 FTEs)
Health/Welfare	10%	0%	0%
Indirect Cost Rate	5.29%	5.00%	5.00%
Interest Rate	5.00%	5.00%	5.00%
Interfund Transfer from Fund 21	\$ 500,000	\$ 500,000	\$ 500,000
Interfund Transfer to Fund 12	\$ 75,000	\$ 75,000	\$ 75,000
Ongoing Maintenance	3%	3%	3%
Reserve for Uncertainties	3%	3%	3%

MULTIYEAR PROJECTIONS (UNRESTRICTED GENERAL FUND)

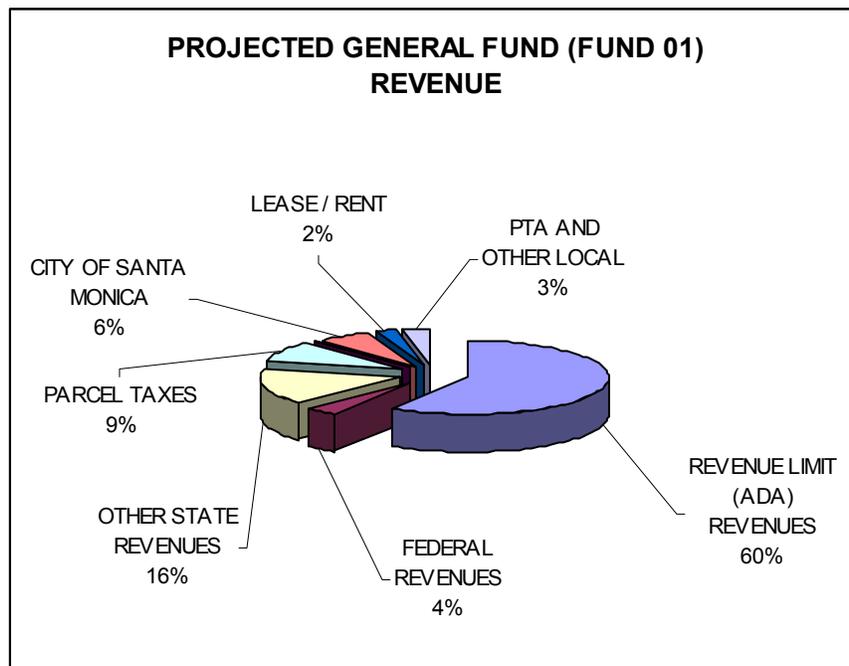
Description	2007-08 PROPOSED	2008-09 PROJECTION	2009-10 PROJECTION
Revenue:			
Revenue Limit	65,032,563	66,079,158	66,636,161
Other Federal	80,000	80,000	80,000
Other State Apportionments	814,140	843,464	865,312
Class Size Reduction	3,267,278	3,300,931	3,350,445
Other State (Lottery...)	1,396,766	1,366,794	1,347,324
Meas. "Y" Expires 6/30/11	3,921,000	4,038,630	4,159,789
All Other Local Income	10,772,577	10,759,393	10,967,541
Interfund Transfer In	500,000	500,000	500,000
Local General Fund Contribution	(13,141,249)	(13,537,072)	(13,785,141)
	72,643,075	73,431,298	74,121,431
Expenditure:			
Teachers Salaries 2%	36,013,319	36,750,522	37,502,038
Decrease 6.5 FTEs 08-09		(397,800)	(405,756)
Decrease 7 FTEs 09-10			(436,968)
Certi. Support Services 2%	2,449,654	2,498,647	2,548,620
Certif. Mgmt 1.5%	4,678,790	4,748,972	4,820,206
Other Certif.	74,958	74,958	74,958
Classified Salaries 1.5%	9,641,252	9,785,871	9,932,659
Benefits 4%	14,944,681	15,542,468	16,164,163
Supplies/Books	849,532	849,532	849,532
Other Operational Costs	5,690,099	5,690,099	5,690,099
Capital Outlay	11,494	11,494	11,494
Transfers	6,800	6,800	6,800
Indirect	(912,465)	(850,000)	(850,000)
Debt Services (COPs)	22,253	22,253	22,253
Transfer Out	75,000	75,000	75,000
	73,545,367	74,808,816	76,005,098
Increase (Decrease) Fund Balance	(902,292)	(1,377,518)	(1,883,667)
Beginning Fund Balance	13,620,456	12,718,164	11,340,646
Fund Balance as of 6/30/07	12,718,164	11,340,646	9,456,979
Reserve- Revolving Cash, Store	50,000	50,000	50,000
Total Reserve	12,668,164	11,290,646	9,406,979
3% Contingency Reserve	3,435,778	3,505,515	3,571,214
Unappropriated Balance	9,232,386	7,785,131	5,835,765

(4,163,477)

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT 2007-08 PROPOSED BUDGET OF MAJOR FUNDS

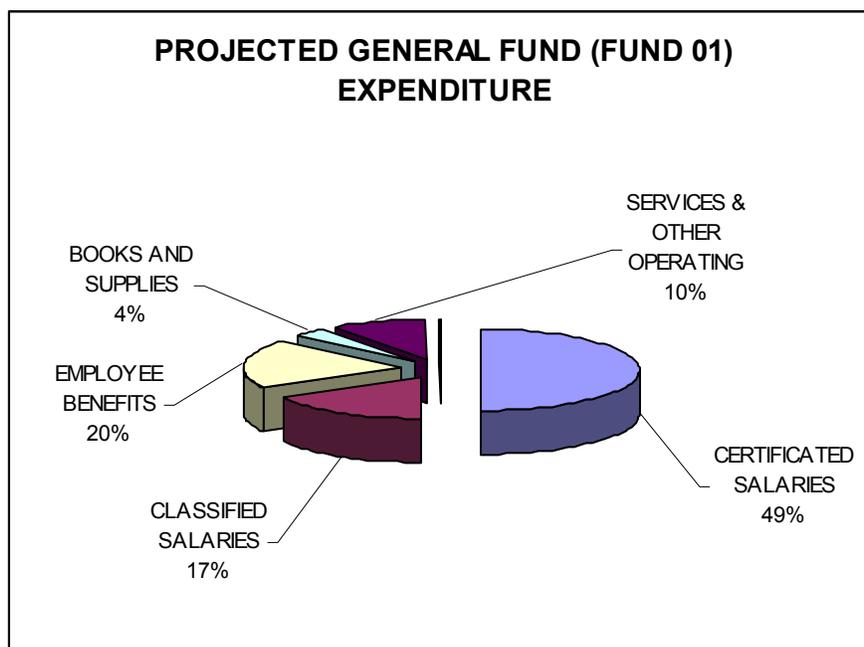
GENERAL FUND (FUND 01)

PROJECTED BEGINNING BALANCE	\$ 14,718,563
PROJECTED REVENUES:	
REVENUE LIMIT (ADA) REVENUES	\$ 67,248,066
FEDERAL REVENUES	4,427,306
OTHER STATE REVENUES	17,875,293
PARCEL TAXES	10,494,000
CITY OF SANTA MONICA	6,736,184
LEASE/ RENT	2,642,412
PTA AND OTHER LOCAL INCOMES	4,269,380
INTERFUND TRANSFER	500,000
TOTAL REVENUES:	\$113,692,641
TOTAL AVAILABLE FUNDS	\$128,411,204



GENERAL FUND (FUND 01)

PROJECTED EXPENDITURES:	
CERTIFICATED SALARIES	\$ 57,131,446
CLASSIFIED SALARIES	19,623,910
EMPLOYEE BENEFITS	22,398,782
BOOKS AND SUPPLIES	4,016,965
SERVICES & OTHER OPERATING	11,194,836
CAPITAL OUTLAY	57,694
OTHER OUTGO	1,022,294
TOTAL EXPENDITURES:	\$114,525,927
PROJECTED FUND BALANCE:	\$ 13,885,277



86% of General Fund expenditure goes to Personnel Cost

61% of General Fund expenditure goes to classroom compensation that is 6% higher than State required.

FUND 11: ADULT EDUCATION FUND

	2006-07	2007-08	CHANGES
BEGINNING BALANCE	206,075	213,668	7,593
REVENUES			
REVENUE LIMIT	573,473		(573,473)
FEDERAL REVENUE	143,860	143,860	-
OTHER STATE REVENUE	109,505	684,027	574,522
LOCAL REVENUES	67,924	62,500	(5,424)
TOTAL REVENUES	894,762	890,387	(4,375)
EXPENDITURES			
CERTIFICATED SALARIES	445,081	431,060	(14,021)
CLASSIFIED SALARIES	192,219	187,694	(4,525)
EMPLOYEE BENEFITS	135,299	157,011	21,712
BOOKS AND SUPPLIES	53,776	27,063	(26,713)
SERVICES & OTHER OPERATING	45,062	24,852	(20,210)
CAPITAL OUTLAY	1,661	-	(1,661)
OTHER OUTGO	14,071	28,793	14,722
TOTAL EXPENDITURES	887,169	856,473	(30,696)
PROJECTED FUND BALANCE	213,668	247,582	

PROGRAMS	2006-07	2007-08	CHANGES
BASE REVENUE LIMIT PER ADA	\$ 2,530.66	2,645.30	114.64
PROJECTED ANNUAL ADA	226.61	240.00	13.39
TOTAL REVENUE FROM ADA	573,473	634,872	61,399
FEDERAL PROGRAM	143,860	143,860	-
COMMUNITY-BASED ENGLISH TUTOR PROGRAM	109,505	52,131	(57,374)

FUND 12: CHILD DEVELOPMENT FUND

	2006-07	2007-08	CHANGES
BEGINNING BALANCE	141,643	152,653	11,010
REVENUES			
FEDERAL REVENUE	1,492,022	1,470,098	(21,924)
OTHER STATE REVENUE	2,406,061	3,197,315	791,254
LOCAL REVENUES	2,735,764	2,871,837	136,073
INTERFUND TRANSFER	75,000	75,000	-
TOTAL REVENUES	6,708,847	7,614,250	905,403
EXPENDITURES			
CERTIFICATED SALARIES	2,543,918	2,842,659	298,741
CLASSIFIED SALARIES	1,757,282	2,062,798	305,516
EMPLOYEE BENEFITS	1,173,278	1,415,914	242,636
BOOKS AND SUPPLIES	801,777	699,595	(102,182)
SERVICES & OTHER OPERATING	292,231	279,641	(12,590)
CAPITAL OUTLAY	4,000	7,000	3,000
OTHER OUTGO	125,351	306,644	181,293
TOTAL EXPENDITURES	6,697,837	7,614,251	916,414
PROJECTED FUND BALANCE	152,653	152,652	

CDC MAJOR PROGRAMS	2006-07	2007-08	CHANGES
FEDERAL BLOCK GRANT	154,810	169,061	14,251
HEAD START	1,092,494	1,092,494	-
OTHER FEDERAL PROGRAMS	260,671	221,516	(39,155)
STATE PRESCHOOL (GCTR)	1,331,580	1,499,316	167,736
GENERAL CHILD CARE	1,524,816	2,430,747	905,931
LATCHKEY (GLTK)	450,890	454,145	1,255
CALSAFE CHILD CARE & DEVELOP	227,962	239,892	11,930
SM PRESCHOOL COLLABOATIVE	25,000	-	(25,000)
L. A. UNIVERSAL PRESCHOOL	418,728	475,495	56,767
ST JOHN'S : INFANT FAMILY	311,477	142,000	(169,477)

FUND 13: CAFETERIA FUND

	2006-07	2007-08	CHANGES
BEGINNING BALANCE	286,716	296,716	10,000
REVENUES			
FEDERAL REVENUE	961,505	984,004	22,499
OTHER STATE REVENUE	55,145	56,690	1,545
LOCAL REVENUES	2,529,081	2,755,208	226,127
TOTAL REVENUES	3,545,731	3,795,902	250,171
EXPENDITURES			
CLASSIFIED SALARIES*	1,434,220	1,471,059	36,839
EMPLOYEE BENEFITS	522,282	554,540	32,258
BOOKS AND SUPPLIES	1,368,293	1,465,714	97,421
SERVICES & OTHER OPERATING	122,436	100,950	(21,486)
CAPITAL OUTLAY	4,000	35,000	31,000
OTHER OUTGO	84,500	168,167	83,667
TOTAL EXPENDITURES	3,535,731	3,795,430	259,699
PROJECTED FUND BALANCE	296,716	297,188	472

FUND 14: DEFERRED MAINTENANCE FUND

	2006-07	2007-08	CHANGES
BEGINNING BALANCE	4,942,591	4,494,303	(448,288)
REVENUES			
OTHER STATE REVENUE	500,000	500,000	-
LOCAL REVENUES	150,000	200,000	50,000
INTERFUND TRANSFER	500,000	500,000	-
TOTAL REVENUES	1,150,000	1,200,000	50,000
EXPENDITURES			
BOOKS AND SUPPLIES	19,236	-	(19,236)
SERVICES & OTHER OPERATING	297,521	489,541	192,020
CAPITAL OUTLAY	1,281,531	1,613,180	331,649
TOTAL EXPENDITURES	1,598,288	2,102,721	504,433
PROJECTED FUND BALANCE	4,494,303	3,591,582	

FIND 19: FOUNDATION SPECIAL RESERVE FUND

	2006-07	2007-08	CHANGES
BEGINNING BALANCE	213,698	124,039	(89,659)
REVENUES			
LOCAL REVENUE	482,220	284,206	(198,014)
TOTAL REVENUES	482,220	284,206	(198,014)
EXPENDITURES			
CERTIFICATED SALAIIES	408,003	216,782	(191,221)
EMPLOYEE BENEFITS	101,852	6,142	(95,710)
BOOKS AND SUPPLIES	36,140	2,000	(34,140)
SERVICES & OTHER OPERATING	25,884	4,000	(21,884)
TOTAL EXPENDITURES	571,879	228,924	(342,955)
PROJECTED FUND BALANCE	124,039	179,321	

PROGRAMS	2006-07	2007-08	CHANGES
RGK FOUNDATION:	96,000.00	96,000.00	-
COTSEN FAMILY FOUNDATION:	373,920.00	188,206.00	(185,714.00)

FUND 20: SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS

	2006-07	2007-08	CHANGES
BEGINNING BALANCE		877,208	877,208
REVENUES			
OTHER STATE REVENUE			
INTEREST		44,000	44,000
TOTAL REVENUES		44,000	44,000
PROJECTED FUND BALANCE		921,208	

ESTABLISH NEW FUND FOR POSTEMPLOYMENT BENEFITS AND TRANSFER FUND BALANCE FROM FUND 71 – RETIREE BENEFITS FUND TO FUND 20.

(6/7/07 Board Meeting, Item A.29)

FUND 21: BUILDING FUND

	2006-07	2007-08	CHANGES
BEGINNING BALANCE	1,917,391	611,732	
REVENUES			
LOCAL REVENUES	90,000	25,000	
TOTAL REVENUES	90,000	25,000	(65,000)
EXPENDITURES			
CLASSIFIED SALARIES	32,391	35,712	3,321
EMPLOYEE BENEFITS	9,473	10,258	785
BOOKS AND SUPPLIES	2,500	-	(2,500)
SERVICES & OTHER OPERATING	444,771	60,000	(384,771)
CAPITAL OUTLAY	406,524	-	(406,524)
OTHER OUTGO	500,000	500,000	-
TOTAL EXPENDITURES	1,395,659	605,970	(789,689)
PROJECTED FUND BALANCE	611,732	30,762	

FUND 25: CAPITAL FACILITIES FUND

	2006-07	2007-08	CHANGES
BEGINNING BALANCE	2,131,140	2,757,640	626,500
REVENUES			
DEVELOPMENT FEE	800,000	900,000	100,000
INTEREST	134,000	130,000	(4,000)
TOTAL REVENUES	934,000	1,030,000	96,000
EXPENDITURES			
BOOKS AND SUPPLIES			-
SERVICES & OTHER OPERATING	7,500	103,000	95,500
CAPITAL OUTLAY	300,000	300,000	-
OTHER OUTGO			-
TOTAL EXPENDITURES	307,500	403,000	95,500
PROJECTED FUND BALANCE	2,757,640	3,384,640	

FUND 40: SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECT

	2006-07	2007-08	CHANGES
BEGINNING BALANCE	1,762,266	1,570,921	(191,345)
REVENUES			
REDEVELOPMENT	983,142	985,000	1,858
INTEREST	119,000	75,000	(44,000)
INTERFUND TRANSFER	3,000,000		(3,000,000)
TOTAL REVENUES	4,102,142	1,060,000	(3,042,142)
EXPENDITURES			
SERVICES & OTHER OPERATING	2,000	77,000	75,000
CAPITAL OUTLAY			-
OTHER OUTGO	4,291,487	1,145,500	(3,145,987)
TOTAL EXPENDITURES	4,293,487	1,222,500	(3,070,987)
PROJECTED FUND BALANCE	1,570,921	1,408,421	

PROJECTED 2006-07 ENDING FUND BALANCE

	FUND	PROJECTED END FUND BALANCE AS OF 6/30/07
01	GENERAL FUND UNRESTRICTED RESTRICTED	\$13,620,456 1,098,107
11	ADULT EDUCATION	213,668
12	CHILD DEVELOPMENT FUND	152,653
13	CAFETERIA FUND	296,716
14	DEFERRED MAINTENANCE FUND	4,494,303
19	FOUNDATION FUND	124,039
20	SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS	877,208
21	BUILDING FUND	611,732
25	CAPITAL FACILITIES FUND	2,757,640
40	SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS	1,570,921
51	BOND INTEREST AND REDEMPTION	6,312,677
56	DEBT SERVICES FUND	1,118

TO: BOARD OF EDUCATION

ACTION/MAJOR

06/28/07

FROM: DIANNE TALARICO

RE: ADMINISTRATIVE APPOINTMENT

RECOMMENDATION NO. A.28

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

CERTIFICATED APPOINTMENT

Effective

Matthews, Michael

7/1/07

Assistant Superintendent, Human Resources

COMMENT: A copy of the contract is available in the Superintendent's Office for public review.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/MAJOR

06/28/07

FROM: DIANNE TALARICO

RE: ADMINISTRATIVE APPOINTMENT

RECOMMENDATION NO. A.29

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

CERTIFICATED APPOINTMENT

Effective

Burton, Natalie
Principal, Roosevelt Elementary School

7/1/07

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

TO: BOARD OF EDUCATION

ACTION/MAJOR

06/28/07

FROM: DIANNE TALARICO / TIMOTHY R. WALKER / DOUGLAS STAINE

RE: AMEND ADMINISTRATIVE CONTRACT

RECOMMENDATION NO. A.30

It is recommended that the Board of Education amend the contract for the following administrative appointment:

CERTIFICATED APPOINTMENT

Chiung "Sally" Chou, Ph.D.
Chief Academic Officer

COMMENT: The term as stated in the February 1, 2007, contract has been amended to end on June 30, 2009, rather than the original date of June 30, 2008.

A copy of the contract is available in the Superintendent's Office for public review.

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

TO: BOARD OF EDUCATION

ACTION/MAJOR

06/28/07

FROM: DIANNE TALARICO / STEPHEN R. HODGSON

RE: APPROVAL OF JOINT USE AGREEMENT BETWEEN THE SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT AND THE BOYS AND GIRLS CLUB OF SANTA MONICA, INC.

RECOMMENDATION NO. A.31

It is recommended that the Board of Education approve the Joint Use Agreement between the Santa Monica-Malibu Unified School District and the Boys and Girls Club of Santa Monica, Inc.

COMMENT: The Board of Education, at its meeting on April 19, 2007, received and reviewed Discussion Item No. D.04 regarding the proposed construction of a youth program facility on the campus of John Adams Middle School. In order for this project to move forward, Board of Education approval of a Joint Use Agreement between the district and the Boys and Girls Club of Santa Monica, Inc. (BGSMI) is needed.

During the previous two months, representatives from the district and the BGSMI (and respective legal counsels) have met and prepared a Joint Use Agreement for the proposed youth program facility at JAMS.

The attached Joint Use Agreement addresses and outlines the respective responsibilities of both parties. Subsequent to the Board of Education's formal consideration of this agenda item, a copy of this Agreement will be sent to the California Department of Education (CDE) and the State Office of Public School Construction (OPSC). Anticipated State Joint Use Project Funding for this project (approximately \$858,000) is dependent upon OPSC and State Allocation Board (SAB) approval. Receipt of state funding is necessary prior to the start of bidding, project award, and project construction.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

JOINT USE AGREEMENT

For

**JOHN ADAMS MIDDLE SCHOOL
YOUTH FACILITY**

By and Between

**SANTA MONICA-MALIBU
UNIFIED SCHOOL DISTRICT**

and

**BOYS AND GIRLS CLUB
OF SANTA MONICA, INC.**

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT, (“Agreement”), is made and entered into this 28th day of June, 2007, by and between the SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT (the “SMMUSD”) and the BOYS AND GIRLS CLUB OF SANTA MONICA, INC., a California non-profit corporation (the “Club”).

WITNESSETH

WHEREAS, SMMUSD owns certain real property commonly known as John Adams Middle School located at 2425 16th Street in the City of Santa Monica, County of Los Angeles, State of California, including all buildings, improvements and facilities, now or subsequently located thereon (the “Property”);

WHEREAS, SMMUSD intends to construct certain improvements on the Property, consisting of an approximately 5,563 square foot youth program facility more particularly described on Exhibit A attached hereto (the “Facility”), but specifically excluding (i) the land upon which the Facility is constructed, and (ii) any improvements to which the Facility is attached that existed prior to the construction of the Facility;

WHEREAS, SMMUSD and Club desire that Club pay for a portion of the construction costs for the Facility in consideration for a license for the non-exclusive and joint use of the Facility following completion thereof, pursuant to the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, SMMUSD and Club desire to enter into this Agreement for the construction, operation, maintenance, repair and joint use of the Facility.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. LICENSE TO USE FACILITY

Description. SMMUSD hereby grants Club an irrevocable license (i) to use the Facility for the Permitted Use (as defined below), (ii) to access the Facility from 16th Street by and through the driveway and parking lot immediately adjacent to the north side of the Facility, and (iii) to use six (6) parking spots, the location of which shall be designated (and may be changed at any time or from time to time) by SMMUSD, all on the dates and during the times (the “Club Use Period”) set forth on Exhibit B attached hereto (the “Joint Use Schedule”) and subject to the terms and conditions set forth in this Agreement; provided, however, such license shall become revocable upon the occurrence of (x) an uncured event of default or breach as described in Section 7 below or (ii) any other event or circumstance that would result in the termination of (or the right of a party hereto to terminate) this Agreement. SMMUSD reserves the right to use (or permit, for any or no cost or consideration, the use of by any person or entity) the Facility in its sole and absolute discretion at any time other than during the Club Use Period period; provided, however, that in no event shall SMMUSD use Club’s information technology

systems (including, without limitation, its computer hardware and software systems) without the prior written consent of Club. In the event SMMUSD charges for any such use by any third-party, all amounts collected therefrom shall be the sole property of and shall be retained entirely by SMMUSD. The Joint Use Schedule shall be administered and modified by the mutual written agreement of Club's Branch Director and the Principal of John Adam's Middle School. In the event Club's Branch Director and the Principal of John Adam's Middle School cannot mutually agree on any such proposed modification to the Joint Use Schedule, then such proposed modification shall be determined by the mutual agreement of Club's Branch Director and SMMUSD's District Superintendent.

1.2 Term. The initial term (the "Initial Term") of this Agreement shall be for twenty-five (25) years commencing upon Substantial Completion (as defined in the Construction Provisions) (the "Commencement Date"), and ending on the twenty-fifth (25th) anniversary of the Commencement Date, unless sooner terminated or later extended pursuant to the terms hereof. Club shall have no right to use the Facility for any purpose whatsoever at any time other than the Club Use Period and/or prior to the Commencement Date or after the expiration of the Term unless otherwise approved in writing by SMMUSD.

1.2.1 Option to Extend. At the end of the Initial Term (and each Extended Term, as applicable), Club shall have the option to extend the Term hereof for period of five (5) years (the "Extended Term" and, together with Initial Term, the "Term"); provided, that, for each Extended Term (i) Club elects to extend the Term in the manner and within the time period set forth below in Section 1.2.2, (ii) no default by Club under this Agreement shall exist as of the day such notice is received by SMMUSD or as of the scheduled commencement of such Extended Term, (iii) all of the representations and warranties made by Club herein shall be true and accurate as of the day such notice is received by SMMUSD or as of the scheduled commencement of such Extended Term, and (iv) such Extended Term shall be governed by the terms and conditions of this Agreement.

1.2.2 Notice by SMMUSD. SMMUSD shall notify Club of the impending expiration of the then current Term at least sixty (60) days, but not more than one hundred eighty (180) days, prior to the end of the then current Term ("Expiration Notice"). Club may then exercise its option to extend the then current Term in accordance with Section 1.2.1 above by delivering to SMMUSD written notice of such election to exercise ("Election Notice") within thirty (30) days of the date of the Expiration Notice, or, if SMMUSD fails to deliver the Expiration Notice, by delivering the Election Notice so SMMUSD at least sixty (60) days, but not more than one hundred eighty (180) days, prior to the end of the then current Term. In the event SMMUSD fails to provide Club with the Expiration Notice within the time period set forth in the first sentence of this Section and Club fails to provide the Election Notice within such thirty (30) day period, the then current Term shall be automatically extended for a period of one (1) year. In the event SMMUSD delivers the Expiration Notice and Club fails to provide the Election Notice in the manner and within the time period set forth in this Section, or if any of the conditions precedent set forth in Section 1.2.1 above are not satisfied in the manner and within the time set forth therein, then Club's option to extend the Term shall automatically expire. Use. Club shall use the Facility solely during the Club Use Period and solely for the purposes set forth in Exhibit C attached hereto ("Permitted Use"). Club shall not

use the Facility for any other purpose that is not a Permitted Use or during any time that is not a Club Use Period without the prior written consent of SMMUSD, which consent may be granted or withheld in its sole and absolute discretion. Club hereby acknowledges that during its use of the Facility, SMMUSD administrators, teachers, students, parents, guests and/or contractors (the “SMMUSD Users”) may be present upon the Property and may have the right to use or access any aspect of the Property other than the Facility. SMMUSD shall use commercially reasonable efforts (i) to ensure Club’s exclusive use of the Facility during the Club Use Period for the Term and (ii) to prevent unreasonably interference of Club’s use of the Facility by SMMUSD Users; provided, however, Club hereby agrees and acknowledges that SMMUSD cannot warranty that SMMUSD Users presence on, or use of, the Property will not interfere with any aspect of Club’s use of the Facility. Club shall not make copies of any keys to the Facility or the Property without the prior written consent of SMMUSD.

1.4 Compliance With Law and Rules. Without limiting the use restrictions set forth elsewhere in this Agreement (including, without limitation, Section 1.3 above), Club shall not use or allow the Facility or the Property to be used (a) in violation of any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated, (b) in violation of any recorded covenants, conditions and restrictions affecting the Property, (c) in violation of any certificate of occupancy issued for the Facility, or (d) for any improper, immoral, unlawful or reasonably objectionable purpose. Club will strictly enforce and prohibit the (i) use, consumption or drinking of alcoholic beverages, of any kind, illegal drugs or substances or the smoking or use of cigarettes or any tobacco product by any person on the Property and (ii) behavior or language that is inconsistent with SMMUSD standards. Examples of behavior and/or language that are inconsistent with SMMUSD standards include, but are not limited to, language that demeans or exploits women or any racial, minority or religious groups, excessive profanity or explicit lyrics, and/or excessive references to sex, alcohol, and narcotics/drugs. Club shall not cause, maintain or permit any nuisance in, on or about the Facility or the Property, nor commit or suffer to be committed any waste in, on or about the Facility or the Property.

2. OPERATION AND MAINTENANCE

2.1 Generally. The parties hereto shall maintain the interior and exterior of the Facility in a state of good repair, and shall facilitate day-to-day maintenance and operations, or major equipment and facility renovation, where necessary, pursuant to a mutually agreed upon schedule for operations, maintenance and renovation. With the exception of normal wear and tear, the party using the Facility shall leave the space in the same condition as it was found.

2.1.1 SMMUSD’s Responsibilities. SMMUSD shall at all times be responsible for (a) maintaining all necessary utilities for the Facility that are not separately metered, if any (“Facility Utilities”), (b) maintaining fire and casualty insurance for the Facility (“Facility Insurance”), and (c) maintaining and replacing the structural components of the Facility (including, without limitation, the roof), as well as the mechanical, electrical and electronic systems (including, without limitation, the HVAC system), of the Facility as well as the exterior landscape and hardscape areas immediately surrounding the Facility (“Facility Maintenance”). The cost of the Facility Utilities, Facility Insurance and Facility Maintenance shall be borne by the parties hereto in accordance with Section 2.1.3 below.

2.1.2 Club's Responsibilities. The using of the Facility by Club shall conclusively establish that the Facility was at such time complete and in good, sanitary and satisfactory condition and repair. During Club's use of the Facility, Club shall take all steps necessary to keep and maintain the Facility in a good, sanitary and satisfactory condition and repair. Club shall be directly responsible, at Club's sole cost and expense, for any and all (i) utilities that are separately metered, if any, (ii) staffing and operating costs associated with Club's use of the Facility, (iii) set up and tear down costs, (iv) fixtures, furniture, equipment and other personal property (including, without limitation, the installation, maintenance, repair and replacement thereof) necessary for or used in connection with Club's use of the Facility, and (v) custodial and/or janitorial costs directly relating to or resulting from Club's scheduled use of the Facility.

2.1.3 Operations and Maintenance Costs. In addition all other costs and expenses for which Club is responsible pursuant to this Agreement, including, without limitation, those set forth in Section 2.1.2 above, Club shall be responsible for and shall reimburse SMMUSD for (i) 100% of the cost of the Facility Utilities (other than water), (ii) Club's Share of the cost of the Facilities Maintenance and the Facilities Insurance, and (iii) all costs and expenses arising out of Damage to the Facility or the Property resulting from Club's use of the Facility. SMMUSD shall be responsible and shall reimburse Club for all costs and expenses arising out of Damage to Club's personal property located at the facility and caused by SMMUSD. For purposes of this Agreement, "Club's Share" shall be equal to the fraction obtained by dividing (a) the Club's Portion (as such term is defined in Exhibit D attached hereto) by (b) the sum of (x) the Club's Portion plus (y) SMMUSD's Portion (as such term is defined in Exhibit D attached hereto); and "Damage" shall mean any damage beyond reasonable wear and tear. Club shall pay any and all amounts due or owing to SMMUSD pursuant to this Section 2.1.3 in such manner, amounts and times as set forth in billing statements to be delivered to Club no more frequently than once per month.

2.1.4 Renovation of the Facility. SMMUSD may in its sole and absolute discretion make any renovations to the Facility that do not materially alter the use thereof (as determined by SMMUSD) by Club in accordance with the terms of this Agreement. Should any such renovation require closure of all or any portion of the Facility for any period, (i) SMMUSD shall provide Club with adequate notice of such closure so that Club may secure suitable substitute facilities, at its sole cost and expense, as may be required during the renovation period, (ii) Club shall not access the Facility (or, if less than all of the Facility is closed, that portion of the Facility that is closed) during the renovation period, and (iii) Club shall otherwise comply with any and all instructions and/or directions given by SMMUSD or any party making such renovations.

2.1.5 Alteration of The Facility. Club shall not make, or cause to be made, any alterations, additions, deletions, or improvements to or on the Property or the Facility, without SMMUSD's prior written consent, which consent may be granted or withheld in SMMUSD's sole and absolute discretion. In the event that SMMUSD consents to the making of any alterations, additions, deletions or improvements to the Property in writing or the Facility, such alterations, additions or improvements shall be made by Club at Club's sole cost and expense and otherwise in accordance with and subject to the terms of SMMUSD's consent.

2.2 Destruction of Facility. In the event of either (i) a Minor Casualty or (ii) a Major Casualty that is fully insured and that SMMUSD has elected to repair and/or restore pursuant to this Section, then SMMUSD shall repair and/or restore the Facility; provided, however, all insurance proceeds shall be paid directly to and shall be the property of SMMUSD and Club shall reimburse SMMUSD for any amounts deducted from the insurance proceeds by the insurance provider. In the event of a Major Casualty, SMMUSD may elect in its sole and absolute discretion whether or not to repair and/or restore the Facility by providing Club with written notice of such election within sixty (60) days of such Major Casualty, provide that, if SMMUSD fails to provide Club of such notice within such sixty (60) day period, then SMMUSD shall be deemed to have elected not to repair and/or restore the Facility. In the event of a Major Casualty that SMMUSD has elected or is deemed to have elected not to repair and/or restore, this Agreement shall immediately terminate and any and all insurance proceeds disbursed as a result of such Major Casualty shall be paid directly to and shall be the property of SMMUSD, except for a portion of such insurance proceeds in an amount equal to the difference of (a) the product of (i) the total amount of such insurance proceeds, multiplied by (ii) Club's Percentage, less (b) the product of (i) the cost to raze the Facility, remove all debris and return the Property on which the Facility was constructed to grade, multiplied by (ii) Club's Percentage, which such portion shall be paid directly to and shall be the property of Club. For purposes of this Agreement "Club's Percentage" shall be equal to the fraction obtained by dividing (a) the Club's Portion by (b) the Construction Cost (as such term is defined in Exhibit D attached hereto). For purposes of this agreement; "Major Casualty" shall mean (i) any uninsured casualty or other damage to all or any portion of the Facility during the Term of this Agreement, or (ii) any insured casualty or other damage to all or any portion of the Facility during the Term of this Agreement, for which the cost of repair is equal to or exceeds \$250,000 as reasonably determined by SMMUSD; and "Minor Casualty" shall mean an insured casualty or other damage to all or any portion of the Facility during the Term of this Agreement, for which the cost of repair is less than \$250,000 as reasonably determined by SMMUSD.

2.3 Condemnation of Facility. In the event of a condemnation of all or any portion of the Facility, any and all condemnation awards disbursed as a result of such condemnation shall be paid directly to and shall be the property of SMMUSD, except for a portion of such condemnation awards in an amount equal to the product of (i) the total amount of such condemnation awards, multiplied by (ii) Club's Percentage, which such portion shall be paid directly to and shall be the property of Club. In the event that such condemnation results in either (i) the inability of Club to use the Facility for its Permitted Use or otherwise to satisfy its obligations under this Agreement, as reasonably determined by Club, or (ii) SMMUSD's inability to satisfy its obligations under this Agreement, as reasonably determined by SMMUSD, then this Agreement shall terminate upon sixty (60) days written notice by such party electing to terminate this Agreement.

2.4 Franchise Tax Board. If as a result of Club's use of the Property or the Facility or this Agreement, any federal, state, county, city or other governmental authority or quasi-governmental authority assesses or imposes any tax, levy, imposition, assessment or other charge (the "Assessment") against SMMUSD, John Adams Middles School, the Property, the Facility, Club, or any of Club's real or personal property, Club shall be solely responsible for and shall pay directly to the taxing authority such Assessment in addition to any fees or costs paid by Club pursuant to this Agreement. Club shall pay such Assessments to the taxing authority before

such amounts become delinquent and deliver evidence of such payment at least fourteen days (14) prior to such Assessment becoming delinquent. If Club fails to timely deliver evidence of payment of the Assessment at least fourteen (14) days prior to delinquency, SMMUSD shall have the right, but not the obligation, to pay any such Assessment on behalf of Club, and SMMUSD shall be entitled to recover from Club the amount of the Assessment so paid by SMMUSD together with all costs and expenses incurred as a result of the such failure to pay including, but not limited to, interest at the rate of ten (10%) percent per annum on the aggregate amount described above from the date such amount was incurred by SMMUSD until repaid by Club to SMMUSD. The terms and provisions of this Section 2.4 shall survive the Termination of this Agreement.

2.5 Insurance Requirements. At least thirty (30) days prior to the Commencement Date, Club shall furnish written certificates evidencing the insurance required pursuant to this Section 2.5. Club shall, at its sole cost and expense, maintain for the entire term of this Agreement, the following insurance in the following amounts:

2.5.1 General Public Liability Insurance insuring against claims (on a per occurrence basis) for bodily injury, death or property damaging occurring, on, in or about the Property and/or the Facility and the adjoining streets, sidewalks, passageways, parking lots, driveways and walkways, restrooms and other areas of the Property, including contractual or assumed liability, products liability and completed operations in the minimum amount of \$2,000,000 per occurrence and \$4,000,000 aggregate; provided, however, such minimum amounts may be increased from time to time by SMMUSD (but not more often than once in any three (3) year period) by multiplying the original amounts set forth above by the cumulative change in the CPI Index from the CPI Index for January, 2007, to the CPI Index for the calendar month of the year in which such adjustment is made. For purposes of this Agreement, "CPI Index" shall mean the consumer price index, all urban consumers (CPI-U) as issued by the United States Bureau of Labor Statistics ("BLS") for Los Angeles-Riverside-Orange County, California (1982-84 equals 100). If at any time during the Term of this Agreement such CPI Index shall be superseded as a generally accepted cost-of-living index published by the BLS, then the CPI Index shall mean the successor cost-of-living index published by the BLS.

2.5.2 Worker's Compensation Insurance in the minimum California statutory limits covering all persons employed in connection with any work done on or about the Property and/or the Facility by or for Club for which claims for death or bodily injury could be asserted against SMMUSD, Club or the Property and/or the Facility.

2.5.3 Any other form or forms of insurance as SMMUSD may reasonably require, in form, amounts and for risks against which a prudent sponsor of conferences open to the general public would protect itself.

2.5.4 Club hereby represents and warrants that all persons affiliated with Club as staff, teachers, trainers, instructors, administrators, managers, officers, board members or any other form of employee are volunteers and/or independent contractors and all such persons are covered by Club's general liability insurance policies. In the event Club hires any employees, in any capacity or for any job, Club shall obtain Workers' Compensation Insurance in accordance with and to the extent required by any provision of the California Labor Code,

adequate to protect Club, its employees, volunteers, board members and any person, firm or corporation employed directly or indirectly by Club in connection with the Club's use of the Facility from claims under Workers' Compensation Acts which may arise from operations under this Agreement, whether such operations are by Club or by any person, firm or corporation employed directly or indirectly by Club upon or in connection with the Club's use of the Facility.

2.5.5 All insurance policies shall be issued by an insurance company with a rating of not less than "A" Class X in the latest edition of Best's Insurance Guide. By endorsement to each policy, SMMUSD shall be named as an additional insured party on all liability policies (including any umbrella policy) obtained by Club for liabilities relating to the Facility and the Property. All policies shall provide that said policy is primary and any insurance carried by SMMUSD is secondary and shall include a provision that requires prior written notice to SMMUSD of any cancellation, modification, amendment, expiration or reduction in coverage at least thirty (30) days before such modification, amendment, expiration or reduction in coverage shall take affect. Failure to obtain such liability policies or to submit certificates evidencing such policies and SMMUSD's coverage thereunder at least thirty (30) days prior to the Commencement Date and/or at least thirty (30) days prior to the expiration of any such policies shall constitute a material breach of this Agreement and shall entitle SMMUSD to cancel this Agreement upon written notice to Club.

3. OBLIGATIONS OF CLUB UPON TERMINATION

3.1 Surrender. Upon the expiration of the Term or sooner termination of this Agreement, Club shall surrender all keys for the Facility to SMMUSD, and exclusive possession of the Facility to SMMUSD broom clean and in first-class condition and repair, reasonable wear and tear excepted, with all of Club's personal property removed therefrom and all damage caused by such removal repaired. Unless otherwise agreed to by SMMUSD in writing, any personal property of Club which is left at the Property or Facility for more than 48 hours after the expiration of the expiration of the Term (or earlier termination pursuant to the terms hereof), shall be deemed abandoned by Club and title thereto transferred to SMMUSD and may be disposed of or used of by SMMUSD in its sole and absolute discretion. Club will be responsible for any fees, costs or expenses incurred by SMMUSD in connection with any disposal of any personal property.

3.2 Holdover. In the event Club, or any party claiming under Club, retains possession of the Facility or any portion of the Property after the expiration of the Term, such possession shall be that of a holdover and an unlawful detainer. No tenancy or interest shall result from such possession, and such parties shall be subject to immediate eviction and removal. Club or any such party shall pay SMMUSD, as a license fee for the period of such holdover, an amount equal to One Thousand Dollars (\$1,000) per day during the time of holdover together with all other amounts payable pursuant to the terms of this Agreement. Club shall also be liable for any and all damages sustained by SMMUSD as a result of such holdover. Club shall vacate the Facility and deliver same to SMMUSD immediately upon Club's receipt of notice from SMMUSD to so vacate. The license fee during such holdover period shall be payable to SMMUSD on demand. No holding over by Club, whether with or without consent of SMMUSD, shall operate to extend the term of this Agreement.

4. REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of SMMUSD. SMMUSD makes the following representations and warranties to Club as of the date hereof:

4.1.1 Binding Agreement. This Agreement constitutes the valid and binding agreement of SMMUSD enforceable against SMMUSD in accordance with its terms, subject as to enforcement to bankruptcy, insolvency and other laws affecting the rights of creditors and to general principles of equity.

4.1.2 Execution. This Agreement has been duly and validly executed and delivered by SMMUSD and the execution, delivery and performance hereof by SMMUSD does not and will not require the approval of any other person or entity.

4.1.3 Litigation. There is no action, suit or proceeding pending or, to the knowledge of SMMUSD, threatened against SMMUSD that questions the validity or enforceability of this Agreement or, if determined adversely to it, would adversely affect the ability of SMMUSD to perform its obligations hereunder;

4.2 Representations and Warranties of Club. Club makes the following representations and warranties to SMMUSD as of the date hereof:

4.2.1 Binding Agreement. This Agreement constitutes the valid and binding agreement of Club enforceable against Club in accordance with its terms, subject as to enforcement to bankruptcy, insolvency and other laws affecting the rights of creditors and to general principles of equity.

4.2.2 Due Formation; Tax Exempt Status. Club has been duly formed and is validly existing in good standing under the laws of the State of California, with all requisite power and authority to enter into this Agreement, to carry out the provisions and conditions hereof and to perform all acts necessary or appropriate to consummate all of the transactions contemplated hereby. Club is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code.

4.2.3 California State Allocation Board. Club has been “approved” by the California State Allocation Board for purposes of California Education Code Section 17077.42(a).

4.2.4 Execution. This Agreement has been duly and validly executed and delivered by Club and the execution, delivery and performance hereof by Club does not and will not (a) require the approval of any other person or entity or (b) contravene or result in any breach of or constitute any default under, or result in the creation of any lien upon Club’s assets under, any indenture, mortgage, loan agreement, lease or other agreement or instrument to which Club or any of its affiliates is or are a party or by which Club or any of its properties is bound. The execution, delivery and performance hereof by Club does not and will not result in any violation of organizational documents or its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

4.2.5 No Default. Club is not in default in the performance or observation of any obligation under any agreement or instrument to which it is a party or by which it or any of its properties is bound, which default would individually or in the aggregate with other defaults adversely affect the business or financial condition of such Club or its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

4.2.6 Litigation. There is no action, suit or proceeding pending or, to Club's knowledge, threatened against Club that questions the validity or enforceability of this Agreement or, if determined adversely to it, would adversely affect the ability of Club to perform its obligations hereunder.

4.2.7 Bankruptcy. Club is not the subject of any bankruptcy or insolvency proceedings.

7.2.8 No Violation. Club has not received from any governmental agency any notice of violation of any laws, which would have an adverse effect on its financial condition, its ability to perform its obligations hereunder or its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

5. **CONSTRUCTION OF FACILITY**. SMMUSD shall construct (or cause the construction of) the Facility, and SMMUSD and Club shall bear the costs of such construction, all in accordance with and subject to the terms and provisions set forth on Exhibit D attached hereto and incorporated herein ("Construction Provisions"); provided, however, that if any of the conditions precedent to SMMUSD's obligations to commence construction in accordance with Section 4 of the Construction Provisions (other than subsection (a) thereunder) has not been satisfied on or before the date upon which SMMUSD is scheduled to solicit bids for the construction of the Facility, then this Agreement shall automatically terminate and the parties shall have no further rights or obligations hereunder except for obligations which expressly survive the termination of this Agreement. Notwithstanding the foregoing, in the event the State of California does not elect to provide any joint-use funding under the application submitted or to be submitted therefore in connection with the construction of the Facility, then Club shall have twelve (12) months from the date hereof, if necessary, to raise additional funds to replace the joint-use funding.

6. **AS-IS**. Club hereby represents, covenants and warrants that neither the SMMUSD nor anyone acting on the SMMUSD's behalf has made any representation, warranty or other guarantee regarding the fitness of the Facility or the Property for the particular use desired by Club. Furthermore, Club hereby represents, covenants and warrants that, as a material inducement to the execution and delivery of this Agreement by the SMMUSD, Club acknowledges and agrees that it accepts the Facility and the Property in its "AS-IS", "WHERE-IS", "WITH ALL FAULTS" physical condition and in an "AS-IS", "WHERE-IS", "WITH ALL FAULTS" state of repair, and SMMUSD has no obligation to repair or improve the Facility or the Property in anticipation of or in connection with Club's exercise of its rights under this Agreement, nor shall Club or anyone claiming by, through or under Club have any right or remedy against SMMUSD as a result of any physical condition of the Facility or the Property (including, without limitation, any defect in or to the Facility or the Property).

CLUB HEREBY GENERALLY, FULLY AND IRREVOCABLY RELEASES SMMUSD, ITS EMPLOYEES, AGENTS OR OTHER REPRESENTATIVE FROM ANY AND ALL CLAIMS THAT CLUB MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SMMUSD, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS OR OTHER REPRESENTATIVES FOR AND FROM ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, ACTION OR CAUSE OF ACTION, WHETHER FORESEEN OR UNFORESEEN, KNOWN OR UNKNOWN, ARISING OUT OF OR RELATED TO THE FACILITY OR THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY PATENT, LATENT OR OTHER DEFECTS IN THE FACILITY OR THE PROPERTY OR THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE FACILITY OR THE PROPERTY.

WITH RESPECT TO THE RELEASES AND WAIVERS SET FORTH IN THIS SECTION 6, CLUB EXPRESSLY WAIVES THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

CLUB HAS BEEN ADVISED BY ITS LEGAL COUNSEL AND UNDERSTANDS THE SIGNIFICANCE OF THIS WAIVER OF SECTION 1542 RELATING TO UNKNOWN, UNSUSPECTED AND CONCEALED CLAIMS. BY ITS INITIALS BELOW, CLUB ACKNOWLEDGES THAT IT FULLY UNDERSTANDS, APPRECIATES AND ACCEPTS ALL OF THE TERMS OF THIS SECTION 6.

CLUB'S INITIALS: _____

7. **DEFAULT/REMEDIES**. Subject to the terms and conditions of this Agreement, if Club fails to perform any term, covenant or condition of this Agreement (including those in any Exhibit or Schedule attached hereto), if any of the representations or warranties made by Club are false or misleading, or if Club otherwise breaches this Agreement (including any Exhibit or Schedule attached hereto), and such failure or breach continues for more than thirty (30) days after delivery of written notice from SMMUSD to Club, SMMUSD may, at its option and without any further demand terminate this Agreement and/or exercise any other right or remedy available at law or in equity; provided, however, that this Agreement shall automatically terminate upon the commencement of any bankruptcy or insolvency proceeding involving Club. Notwithstanding the foregoing, SMMUSD has the immediate authority to curtail or terminate any activity that might result in personal harm or permanent damage to the Facility. In addition to the foregoing, SMMUSD shall have the right to self-help to cure any default of Club at Club's cost and expense, including, without limitation, to purchase any insurance required under this Agreement, and SMMUSD shall be entitled to recover from Club all costs and expenses incurred as a result of the default and/or in connection with the exercise of its self-help rights together with interest thereon at the rate of ten (10%) percent per annum from the date such costs and expenses were first incurred by SMMUSD until repaid by Club to SMMUSD. The remedies set forth herein shall not be exclusive and SMMUSD may exercise one or more of said remedies in

its sole and absolute discretion. Upon termination of this Agreement pursuant to this Section 7, if Club is in occupancy of the Facility, Club shall promptly vacate the Facility and the Property and shall forfeit all rights under this Agreement. In no event shall SMMUSD be responsible for any losses, including without limitation, any revenues, profits, costs, expenses, deposits or other fees, costs and expenses earned or accrued by Club as result of such termination.

8. **INDEMNIFICATION.** Club shall indemnify, defend and hold harmless SMMUSD and its board, staff, officers, directors, employees, consultants, contractors, agents and other representatives from and against any and all liabilities, losses, damages, costs, expenses (including all attorneys' fees, costs and expenses), causes of action, suits, claims, demands or judgments of any nature or any kind whatsoever to which SMMUSD may be exposed or that SMMUSD may incur in connection with (a) Club's use of the Facility and the Property, (b) any negligent or willful act of Club, its constituents, employees, agents, contractors, consultants, or invitees or (c) the failure of Club to comply with the terms of this Agreement or any other breach or default of Club hereunder (collectively, the "Losses"). Notwithstanding the foregoing, it is the intent of Club and SMMUSD that Club shall indemnify, defend and hold SMMUSD harmless under this Section 8 irrespective of the cause of the Loss or Losses that arise in connection with subparts (a) or (c) above (i.e. regardless of whether or not such Loss is caused by an act or omission, willful misconduct or negligence, whether active or passive, of Club, or otherwise), except to the extent such Loss or Losses are caused by the gross negligence or willful misconduct of SMMUSD. The indemnification obligations set forth in this Section 8 shall survive the termination of this Agreement.

9. **GENERAL PROVISIONS.**

9.1 **Joint Use Agreement.** This Agreement is intended to be a "joint-use agreement" as described in California Education Code Section 17077.42.

9.2 **Tax Exempt Status.** Club shall at all times maintain its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

9.3 **No Recordation.** The parties hereto agree that neither this Agreement nor any memorandum or notice hereof shall be filed or recorded and Club agrees to indemnify SMMUSD against any and all liabilities, losses, damages, costs, expenses (including all attorneys' fees, costs and expenses), causes of action, suits, claims, demands or judgments of any nature or any kind whatsoever to which SMMUSD may be exposed or that SMMUSD may incur by reason of the filing or recording by Club of any such instrument.

9.4 **Assignment.** Club shall not without the prior written consent of SMMUSD, which consent may be granted or withheld in its sole and absolute discretion, (i) sublicense the Facility, (ii) permit any other part to use the Facility except in connection with Club's permitted use in accordance with Section 1.3 above, (iii) voluntarily, or by operation of law, assign, transfer or otherwise convey this Agreement or any right, title or interest herein to any other party, or (iv) permit the assignment, transfer or other conveyance of any direct or indirect interest in Club. Any unauthorized occurrence of any of the shall be void and upon such attempted assignment, SMMUSD shall have the right to terminate this Agreement. SMMUSD may assign, transfer or otherwise convey this Agreement and any or all of its right,

title or interest herein to any assignee, transferee, grantee of or successor to the Property or any portion thereof, without the consent of Club.

9.5 Attorney's Fees. If either party commences an action against the other party to enforce any of the terms of this Agreement or otherwise with respect to the Property and/or the Facility, the prevailing party, in addition to any other relief to which such party may be entitled, shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. The term "attorneys' fees" and "attorneys' fees, costs and expenses" shall mean the fees, costs and expenses of counsel to the parties hereto, which may include printing, photostatting, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding, and shall include, specifically, all fees, costs and expenses of expert witnesses.

9.6 Limitation of Liability. Any and all liability of SMMUSD under this Agreement shall be limited to an amount equal to the Construction Cost.

9.7 Nonwaiver. The waiver by SMMUSD of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.

9.8 Severability. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

9.9 Notices. All notices, statements, demands, requests or consents under this Agreement shall be personally delivered or sent by nationally recognized air courier (e.g. UPS, FedEx) or by United States certified mail, return receipt requested, and shall be deemed duly given or made one (1) business day after deposited with such national courier or the United States Postal Service and addressed as set forth below. Unless a different notice address has been given in accordance with this Section 9.9, the notice address for each party is:

As to SMMUSD:

Santa Monica-Malibu Unified School District
1651 16th Street
Santa Monica, CA 90404
Attention: Superintendent
Phone: (310) 450-8338
Fax: (310) 581-6720

With a copy to:

Santa Monica-Malibu Unified School District
1651 16th Street
Santa Monica, CA 90404
Attention: Wally Berriman
Phone: (310) 450-8338
Fax: (310) 581-6720
Email: berriman@smmusd.org

As to Club: Boys and Girls Club of Santa Monica, Inc.
1238 Lincoln Boulevard
Santa Monica, CA 90401
Attention: Allan Young
Phone: (310) 393-9629
Fax: (310) 458-8857
email: allan@smbgc.org

9.10 Time of Essence. Time is of the essence of this Agreement.

9.11 Choice of Law. This Agreement shall be governed by, and construed under, the laws of the State of California.

9.12 Construction. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Titles of Sections and Subsections are for convenience only, and neither limit nor amplify the provisions of this Agreement itself.

9.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

9.14 Relationship of Parties: Nothing in this Agreement shall be construed as creating between the parties hereto a partnership or joint venture, nor to make SMMUSD liable in whole or in part for any obligation that may be incurred by Club in carrying out any of its obligations under the provisions of this Agreement.

9.15 Entire Agreement; Amendment. This Agreement (including the Exhibits and Schedules hereto) contains the entire agreement between the parties, supersedes any prior agreements or understandings between them and may not be modified or amended in any manner without the prior written consent of Club and SMMUSD.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

SMMUSD:

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

CLUB:

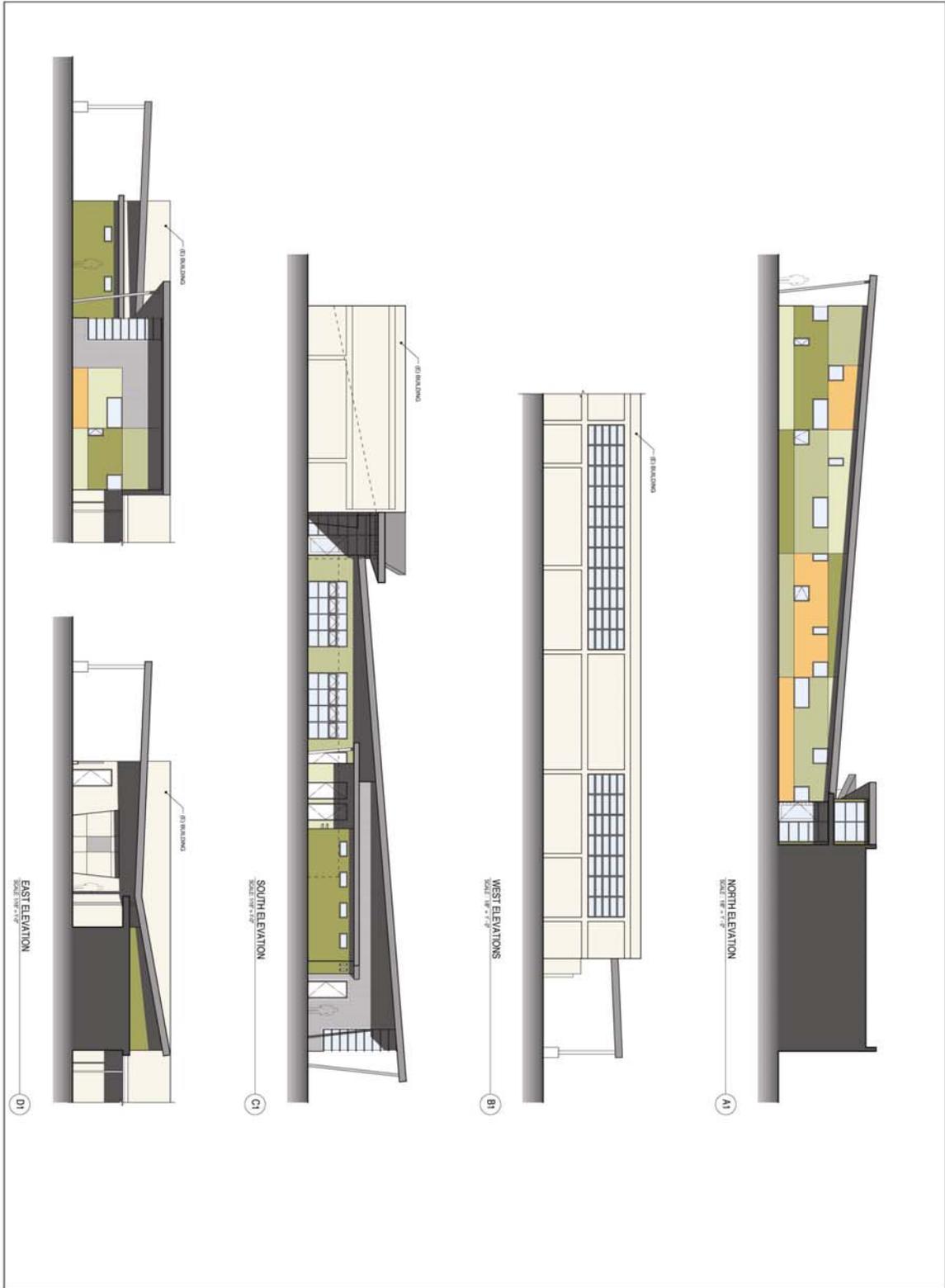
BOYS AND GIRLS CLUB OF SANTA MONICA, INC., a California non-profit corporation

By: _____

Name: _____

Title: _____

EXHIBIT A FACILITY



JAMS CLUBHOUSE
2425 16TH STREET
SANTA MONICA, CA

FOR ALL INFORMATION CONTACT:
JAMES R. HARRIS, ARCHITECT
1501 16TH STREET, SUITE 100
SANTA MONICA, CA 90401

James R. Harris Architects
1501 16TH STREET, SUITE 100
SANTA MONICA, CA 90401
TEL: 310.318.1111
WWW.JRHARCHITECTS.COM

THE INFORMATION ON THIS SHEET IS THE PROPERTY OF JAMES R. HARRIS ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. NO PART OF THIS SHEET IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF JAMES R. HARRIS ARCHITECTS.

DATE: 05.05.05

SCALE: AS NOTED

PROJECT: JAMS CLUBHOUSE

Elevations

A200



PLAN
SCALE: 1/8" = 1'-0"

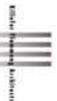


01

JAMS CLUBHOUSE

2425 16TH STREET
SANTA MONICA, CA

JAMES EARL RAY MIDDLE SCHOOL
SANTA MONICA, CA 90405



JAMS Planning Solutions
10000 Wilshire Blvd, Suite 1000
Beverly Hills, CA 90210
Tel: 310.277.1111
Fax: 310.277.1112
www.jamsplanning.com

PROJECT NO.	25005
DATE	04.03.05
SCALE	AS NOTED
SHEET TITLE	Plan
PROJECT NUMBER	A101

EXHIBIT B

JOINT USE SCHEDULE

1. During the SMMUSD school year (as determined by SMMUSD), the Club's Joint Use Period shall be those certain periods of time when John Adams Middle School is not in session during the hours of 7 a.m. and 9 p.m., Monday through Saturday, which are anticipated by the parties to be:

Monday-Friday: 7:00 a.m. to 9:00 a.m.

Monday-Friday: 12:00 noon to 1:00 p.m.

Monday-Friday: 3:00 p.m. to 9:00 p.m.

Saturday: 7:00 a.m. to 9:00 p.m.

2. During the SMMUSD summer break (as determined by SMMUSD), the Club's Joint Use Period shall be during the hours of 7 a.m. and 9 p.m., Monday through Saturday.

EXHIBIT C

PERMITTED USE

1. GENERALLY. Club is permitted to use the Facility to staff and operate a child care and “after-school” youth program (the “Youth Program”) for children (ages 7-18) from Santa Monica and surrounding communities. The Youth Program shall be operated in furtherance of Club’s stated mission, which is “to enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens”. The Youth Program may consist of activities relating to art, athletics, education, tutoring, homework assistance, character and leadership development, career preparation, technology training and social recreation. Club may charge those who participate in the Youth Program a nominal participation fee so long as such practice does not result in any violation or threatened violation of its organizational documents or its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

2. CHILD SAFETY. Club shall staff the Youth Program with qualified and trained professionals at a ratio of no less than one (1) staff member for every twenty (20) participants. Club shall operate the Youth Program in such a manner as to ensure the safety and health of all those who participate in the Youth Program or who are otherwise in or around the Facility, including, without limitation:
 - Operating the Youth Program in accordance with Club’s Injury, Illness and Prevention Program, a copy of which is attached hereto as Schedule C-1.
 - Maintaining only one entrance and exit, traffic through which shall be monitored by Club. All other doors shall remain securely locked at all times, subject to applicable laws (including, without limitation, any applicable fire safety rules and regulations).
 - Requiring that all persons (including, employee staff, volunteer staff, parents and visitors) entering or exiting the Facility sign in and out at the front desk.
 - Obtaining background checks on all potential staff members, whether an employee or a volunteer.
 - Prohibiting any person who has been convicted of any of the offenses set forth in California Education Code Sections 44010 and 44011, from entering the Facility. A plea bargain or a guilty verdict shall constitute a conviction, irrespective of a subsequent order under the provisions of Penal Code Section 1203.4.

**SCHEDULE C-1
(TO EXHIBIT C)**

INJURY, ILLNESS AND PREVISION PROGRAM

INTRODUCTION

The Boys & Girls Clubs of Santa Monica (the “Club”) takes safety seriously and accepts responsibility for leadership in achieving a safe workplace. The organization, and in particular its Director, accepts the responsibility for developing and maintaining attitudes which encourage safe work practices. Employees and volunteers are responsible for cooperating with the Club’s health and safety program through adherence with all safety rules and work practices. Although the Cal/OSHA regulations that mandate this program only apply to California employers and their employees, we recognize the importance of safety in our organization and the impact of seasonal volunteers on the Club’s activities. Therefore, we require that volunteers be no less mindful of, and compliant with, our safety rules and practices than our full time employees.

In order to achieve a vital and effective health and safety program, the Club has adopted the following policies:

- Pre-planning - it is the Club’s intent to minimize the potential for accidents by anticipating and mitigating the circumstances under which they may occur.
- Conducting routine safety and health inspections to discover and correct unsafe working conditions or work practices.
- Complying with all Cal/OSHA safety and health requirements and common-sense safe work practices.
- Training all staff members in good safety and health procedures.
- Providing any necessary personal protective equipment, as well as training in its use and care.
- Developing and enforcing safety and health rules. All affected personnel are instructed on safety rules appropriate for their work. The Club requires that these individuals adhere to health and safety rules as a condition of employment.
- Investigating every accident, promptly and thoroughly, to find the cause and to prevent its recurrence.
- Establishing a system of ensuring that staff members comply with safe and healthy work practices, including recognition, training and disciplinary practices.

The Club will modify this Injury and Illness Program, and other written health and safety policies, in response to the changing needs of the Club’s operations and personnel.

Effective Date

The Boys & Girls Clubs of Santa Monica has established and implemented this Injury and Illness Prevention Program in accordance with current Cal/OSHA regulations. The program is effective immediately (June 2006).

Responsible Persons (8 CCR 3203(a)(1))

The Associate Executive Director of the Boys & Girls Clubs of Santa Monica is the Responsible Person for the IIPP. It is the Director's ultimate responsibility to ensure overall implementation of, and compliance with, the IIPP.

The duties of the Responsible Person are to:

- Identify and evaluate workplace hazards, including procedures for investigating occupational injuries and illnesses.
- Establish and/or review methods and procedures for correcting unsafe and unhealthy conditions and work practices.
- Implement training programs for staff and volunteers on general and specific safety and health practices for the company and on each of their job assignments.
- Initiate and maintain procedures for communicating the Club's safety and health rules and procedures to staff and volunteers in an understandable manner.
- Oversee compliance with safe and healthy work practices.
- Maintain proper records on training, inspections, and corrective measures, as required by this Injury and Illness Program and other Cal/OSHA-required programs in accordance with Title 8 of the California Code of Regulations (CCR).

The Director may ask Club supervisors, such the Assistant ED, to assist with the day-to-day implementation of this program.

Employee Compliance/Disciplinary Policy (8 CCR 3203(a) (2))

It is the Club's policy that all staff and volunteers follow the organization's safety policies and operating procedures. When needed, staff will be provided with additional training and information, or re-training to maintain their knowledge.

The Club's discipline policy is intended to encourage employee compliance with the IIPP and to comply with the mandate of California Labor Code 6401.79(a) (6). Although the Club reserves the right to discharge an employee for any reason at any time ("at will"), it is our policy that employees found performing work in an unsafe manner that would endanger employees or another person shall be subject to immediate disciplinary action commensurate with the severity of the circumstances.

The Director will determine the course of action best suited to the circumstances. The Boys & Girls Clubs of Santa Monica may exercise its discretion to use appropriate forms of disciplinary action up to and including termination in all cases.

Examples of disciplinary action include oral reminders, written reminders, and unpaid leaves. A “decision-making” leave provides an employee with a day off without pay to decide if he or she is willing to commit to following all of the organization’s work rules and practices.

Although the Club may take one or more of these steps with a particular employee, no formal order or system is necessary. The Club may terminate any employee without following any particular steps. Further, both the Club and an employee may terminate employment “at will,” and the company’s disciplinary procedures are not meant to imply a contrary policy.

Communication of Safety and Health Matters (8 CCR 3203(a) (3))

The individual elements of this IIPP and all aspects of the Club’s safety and health program shall be communicated in a readily understandable manner to all staff members. The principal means of such communication will be:

1. A general health and safety orientation provided to all new employees upon hire and other staff members (including volunteers) within a reasonable period of time initiating their assignment at the Club. The orientation will include a review of the content of the IIPP.
2. Specific operation and area hazard training provided by the Director or his designee. Such training will be provided upon hire, upon re-assignment to a new operation, and upon introduction of a new hazard to an existing operation.
3. “Refresher” training, as deemed appropriate by the Responsible Person.
4. Safety postings and other verbal and written communication.

It is the Club’s policy to encourage all staff members to promptly report workplace hazards directly to the Director so that corrective action can be taken in a timely manner. Mr. Young is available to all staff members for discussion of health and safety issues.

Comments regarding the safety program may be submitted either verbally or in written form, and may also be presented anonymously, if desired. Except for anonymous comments, originators of all comments will receive written replies. Employees who report hazards will not be disciplined nor will they suffer any reprisals due to their actions.

Matters of workplace security or threats of violence will be turned over to the Santa Monica Police Department.

Employees will be kept informed of any future changes to the requirements of the Club’s IIPP. Such updates will be provided during annual “refresher” trainings.

Identification and Evaluation of Workplace Hazards (8 CCR 3203(a) (4))

The goal of the Club's health and safety program is to identify and evaluate unsafe work conditions and practices so that accidents, injuries, and job-related illnesses are minimized, if not completely eliminated. To this end, the Club has instituted the procedures described in this section of the IIPP.

The principle approach to reducing accidents at the Club's facilities and at its eight satellite locations is through periodic scheduled and unscheduled inspections. Inspections will be conducted by the Director and/or his agents on the following basis:

- At the effective date of this program.
- Daily, informal and undocumented inspections of the work areas and the equipment will be conducted.
- Whenever new substances, processes, procedures, or equipment are introduced to the workplace which represent a new occupational safety and health hazard.
- Whenever the Club is made aware of a new or previously unrecognized hazard.
- At least quarterly in the Club's facilities and office areas.

Common safety hazards at Club facilities include slip and trip hazards, sports-associated injuries, heat stress and threats of violence. These will be specifically identified during inspections, reviewed with employees and included in the training programs.

Imminent hazards can result from unexpected serious incidents, such as earthquakes and fires. Although these hazards cannot be recognized and controlled on a routine basis, the Club's safety program included emergency procedures and preparation to minimize injuries to staff members from these types of hazards when such incidents occur.

Accident, Injury and Illness Investigations (8 CCR 3203(a) (5))

When an accident, injury, or illness occurs on the job that requires medical care, it will be thoroughly investigated by the Responsible Person. The Director or his agent will complete the Accident Investigation Form which is attached to this IIPP. The investigation will determine at least the following:

- Who and What were directly involved in the accident.
- Who and What were indirectly involved in the accident.
- Where and When the accident occurred.
- The Cause of the accident, if known.
- Steps/Procedures to take to prevent recurrence, if known.

Incidents of workplace violence, including threats as well as physical injury, will be investigated under this IIPP.

Methods and Procedures for Correcting Unsafe or Unhealthy Conditions or Work Practices (8 CCR 3203(a) (6))

All unsafe or unhealthy work conditions or work practices identified will be evaluated and corrected.

Unsafe or unhealthy work conditions or work practices will be corrected in a timely manner, as determined by the severity of the hazard. Under no conditions will Club personnel be required to, or permitted to, work under conditions which pose a clear or imminent hazard.

Problems that cannot be corrected immediately will be assigned to the Responsible Person to ensure completion of the corrective action. Once corrected, written documentation of the action taken will be developed or obtained by the Responsible Person.

When an imminent hazard exists which cannot be immediately corrected without endangering employees and/or property, the following steps will be followed;

1. Remove all potentially endangered staff members and others that may be using the Club facilities;
2. Provide employees responsible to correct the condition with necessary safeguards;
3. Correct the problem; and
4. Document the corrective action and date corrected in accordance with this Section. The documentation is to be completed by the Responsible Person or her designee. Documentation will be maintained on file by the Responsible Person.

Unsafe or unhealthy work conditions needing corrective action will be documented by using the form included as an attachment to this program.

Training and Instruction (8 CCR 3203(a) (7))

All staff members shall receive training and instruction in the following areas:

1. General safety and health work practices, and
2. Specific instruction with respect to hazards unique to the job assignment.

Training of Club employees as to this IIPP shall occur:

1. When the program is first established,
2. To all new employees and volunteers,
3. To all staff given a new job assignment for which training has not previously been received,
4. Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard, and
5. Whenever the Club is made aware of a new or previously unrecognized hazard.

In accordance with this IIPP, training on the existence and content of the IIPP shall be provided by the Responsible Person or his agent.

Where appropriate, additional training shall be provided to supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed.

Maintenance of Records (8 CCR 3203(b))

The Club will keep records of the actions taken to implement and maintain this IIPP. Training and inspection records will be maintained on file for a minimum of one year. Records relating to the IIPP shall include at a minimum, person(s) conducting the inspection or evaluation; the unsafe conditions and work practices that have been identified; and, actions taken to correct the identified condition or work practice.

Records and documentation of safety and health training shall include at a minimum, the name of employee and/or employee number; date of training; training topic(s); and instructor.

EXHIBIT D

CONSTRUCTION PROVISIONS

1. GENERAL. SMMUSD shall have the sole, exclusive and absolute right to commence, execute, manage and complete the construction of the Facility. Club shall have no right to participate in and/or oversee the construction of the Facility in any manner whatsoever, except as expressly provided in this Exhibit D. Following the complete satisfaction of each of the conditions set forth in Section 4 of this Exhibit D, SMMUSD shall use its commercially reasonable efforts to construct or cause the construction of the Facility substantially in accordance (i) with the plans and specifications approved by both SMMUSD and Club, the index for which is attached hereto as Schedule D-1 (as amended, modified or supplemented from time to time in accordance with the provisions hereof, the "Approved Plans and Specs"), (ii) with the construction budget to be approved by both SMMUSD and Club, a current copy of which is attached hereto as Schedule D-2 (as amended, modified or supplemented from time to time in accordance with the provisions hereof, the "Approved Budget"), and (iii) within the times set forth in the construction schedule to be approved by both SMMUSD and Club, a current copy of which is attached hereto as Schedule D-3 (as amended, modified or supplemented from time to time in accordance with the provisions hereof, the "Approved Schedule").

2. CONSTRUCTION FUNDING.

(a) Funding Sources. The total, actual cost of construction ("Construction Cost"), which shall include all costs and expenses within the Approved Budget plus any and all cost and expenses in excess of the Approved Budget associated with the cost of construction ("Cost Overruns"), shall be borne by the parties as follows:

- (i) SMMUSD shall pay \$300,000 of the Construction Cost ("SMMUSD's Portion"); and
- (ii) Club shall pay an amount ("Club's Portion") equal to (i) 100% of the Construction Costs (including all Cost Overruns) less (ii) the sum of (a) SMMUSD's Portion, plus (b) the total amount of the joint-use funding, if any, provided by the State Allocation Board ("State's Portion") that is actually received by SMMUSD for the specific purpose of constructing the Facility.

(b) Escrow. Club shall deposit Club's Portion, and SMMUSD shall deposit SMMUSD's Portion and State's Portion, if any, in an interest-bearing escrow account ("Escrow Account") with an escrow agent mutually acceptable to Club and SMMUSD ("Escrow Agent"). Disbursements from the Escrow Account shall be made in accordance with and pursuant to the terms of an escrow agreement in form and substance attached hereto as Schedule D-4 to be executed by Club, SMMUSD and Escrow Agent ("Escrow Agreement").

(c) Cost Overrun Collateral. In addition to the foregoing, for the purposes of securing Club's obligation to fund any and all Cost Overruns, Club shall obtain and maintain a bond or letter of credit ("Cost Overrun Collateral") from a financial institution and in form and substance acceptable to SMMUSD in its sole and absolute discretion in an amount equal to ten

percent (10%) of the total hard costs of the Approved Budget. Club shall obtain such bond or letter of credit prior to the commencement of construction of the Facility and shall maintain such bond or letter of credit through and until ninety (90) days following Substantial Completion. In the event the Approved Budget contains a contingency line item in the amount of at least ten percent (10%) of the total hard costs of the Approved Budget, Club's obligation to provide Cost Overrun Collateral pursuant to this paragraph shall be waived; provided, however, if at anytime prior to Substantial Completion, five percent (5%) or more of such contingency line item is used, then, in order to maintain such waiver, Club shall immediately deposit funds into the Escrow Account sufficient to replace the funds used for such contingency line item. In the event Club does not replenish such funds within three (3) business days of written notice by SMMUSD, then Club shall have five (5) business days obtain Cost Overrun Collateral. For purposes hereof "Substantial Completion" shall mean the last day upon which all of the following have occurred: (i) SMMUSD receives a final certificate of occupancy from the City of Santa Monica and/or such other similar certification(s) required by any government agency with jurisdiction over the construction of the Facility, and (ii) receipt by SMMUSD of certificates of completion in form and substance reasonably acceptable to SMMUSD (which shall include, without limitation, certifications that the Facility has been substantially completed in accordance with the Approved Plans and Specifications and in accordance with all applicable laws) from each of the architect, engineer, general contractor and construction manager (or other construction consultant) engaged by SMMUSD in connection with construction of the Facility.

3. RIGHTS OF THE PARTIES; APPROVAL PROCEDURES.

(a) Contractor Selection. SMMUSD shall provide Club with three (3) business days prior notice (which may be via email or telephone) of SMMUSD's opening of any bids submitted to SMMUSD in connection with the construction of the Facility and Club shall have the option to have a representative of Club present therefore; provided, however, any rescheduling by SMMUSD of any such bid opening to accommodate Club's ability to have a representative present therefore shall be in SMMUSD's sole and absolute discretion. SMMUSD shall not award any contract for the construction of all or any portion of the Facility without first obtaining the Club's approval of the contractor to which such contract is to be awarded; provided, however, SMMUSD and Club shall at all times comply with the California Public Contract Code ("PCC") in connection with the award of such contracts. SMMUSD shall submit its request for Club's approval to Club in writing in accordance with notice provision of Section 9.9 of the Agreement, together with a copy of all documentation submitted to SMMUSD by such contractor, including, without limitation, a copy of such contractor's bid for such contract. Club shall have ten (10) business days to respond to such request in writing also in accordance with notice provision of Section 9.9 of the Agreement. Club may withhold its approval of (or otherwise disapprove) such bidding contractor on the grounds that such bidding contractor is not a "responsible bidder" as defined in Section 1103 of the PCC, provided that such response sets forth in writing an explanation of why such bidding contractor is not a "responsible bidder". In the event (i) Club withholds its approval of (or otherwise disapproves) of such bidding contractor for reasons other than that such bidding contractor is not a "responsible bidder" or (ii) Club does not set forth, to the satisfaction of SMMUSD, an explanation of why such bidding contractor is not a "responsive bidder", SMMUSD may reject all bids and restart the bid solicitation process. In the event Club does not so respond in such ten (10) day period, Club shall be deemed to have approved such request and SMMUSD may award such contract to such contractor.

(b) Construction Contracts; Other Documents. SMMUSD shall not enter into any construction contract with any contractor for the construction of all or any portion of the facility without first obtaining the Club's approval of such construction contract. SMMUSD shall submit its request for Club's approval to Club in writing in accordance with notice provision of Section 9.9 of the Agreement, together with a copy of such construction contract. Club shall have ten (10) business days to respond to such request in writing also in accordance with notice provision of Section 9.9 of the Agreement. Such response may be in the form of a conditional approval, with approval conditioned upon the incorporation of Club's comments and/or revisions to such construction contract. If Club responds within such ten (10) day period with a conditional approval and such conditions are satisfied, then SMMUSD may enter into such construction contract without any further notice to or approval from Club. If, on the other hand, Club responds within such ten (10) day period with a conditional approval and such conditions are not satisfied, then SMMUSD shall resubmit its request for Club's approval in accordance with this Section 3(b), together with a copy of such construction contract, along with any modifications thereto, and Club shall have an additional five (5) business days to either unconditionally approve or reject such construction contract. In the event Club does not respond in such ten (10) or five (5) day period, as applicable, Club shall be deemed to have unconditionally approved such request and SMMUSD may enter into such construction contract.

(c) Project Meetings. Club shall have the right to attend and participate in the periodic meetings between SMMUSD and the contractors working on the construction of the Facility, which are currently anticipated to occur no more frequently than weekly and no less frequently than monthly. SMMUSD shall provide Club with prior notice of such meeting(s), which shall set forth the date(s), place(s) and time(s) that such meeting(s) are scheduled to occur. Such notice may be made by telephone or by email.

(d) Approved Plans and Specs; Approved Budget; Approved Schedule. Neither SMMUSD or the Club may amend, modify or supplement the Approved Plans and Specs, the Approved Budget and/or the Approved Schedule without the prior written approval of the other, unless such amendment, modification or supplementation is necessary for the Facility to comply with any applicable law. The party requesting any such approval shall submit such request to the other party in writing in accordance with the notice provision of Section 9.9 of the Agreement. The party whose approval is being sought shall have five (5) business days to respond to such request in writing also in accordance with the notice provision of Section 9.9 of the Agreement. In the event the party whose approval is being sought does not so respond within such five (5) day period, such party will be deemed to have approved such request.

(e) Change Orders; Field Changes. SMMUSD shall not approve or submit any change orders or field changes that exceed \$1,000.00 on an individual basis or \$5,000.00 in the aggregate, without the prior written consent of Club, unless such change order or field change is necessary for the facility to comply with applicable law. SMMUSD shall submit its request for Club's approval to Club in writing in accordance with notice provision of Section 9.9 of the Agreement. Club shall have three (3) business days to respond to such request in writing also in accordance with notice provision of Section 9.9 of the Agreement. In the event Club does not so respond in such three (3) day period, Club shall be deemed to have approved such request.

4. CONDITIONS TO CONSTRUCTION. SMMUSD shall have no obligation to commence construction of the Facility (or any portion thereof) or to deposit SMMUSD's Portion or State's Portion, if any, into the Escrow Account, unless and until each of the following conditions have been completely satisfied in SMMUSD's sole and absolute discretion:

- (a) This Agreement and all of the transactions contemplated hereby (including, without limitation, the construction of the Facility and the license of the Facility to Club) shall have been approved by the SMMUSD Board and all other governmental agencies whose approval is required for SMMUSD to enter into this Agreement and consummate the transactions contemplated hereby;
- (b) The Approved Plans and Specs, the Approved Budget and the Approved Schedule, as hereinafter revised, amended, modified or supplemented, have been approved by SMMUSD and Club;
- (c) The Escrow Agreement shall have been duly executed and delivered by each of the parties thereto;
- (d) If the State agrees to provide joint-use funding, SMMUSD shall have received 100% of the State's Portion of the Construction Costs;
- (e) SMMUSD shall have received satisfactory evidence that 100% of the Club's portion of the Construction Costs has been deposited into the Escrow Account;
- (f) SMMUSD shall have received the Cost Overrun Collateral, unless such requirement has been waived in accordance with Section 2(c) of this Exhibit D;
- (g) No uncured default by Club under this Agreement shall have occurred; and
- (h) All of the representations and warranties made by Club in this Agreement shall be true and accurate.

**SCHEDULE D-1
(TO EXHIBIT D)**

INDEX OF APPROVED PLANS AND SPECIFICATIONS

GENERAL

G000 COVER SHEET
G001 GENERAL NOTES
G002 GENERAL NOTES
G100 SURVEY
G101 CAMPUS SITE PLAN

CIVIL

C100 TITLE SHEET
C200 DEMOLITION PLAN
C300 EROSION CONTROL PLAN
C400 HORIZONTAL CONTROL & PAVING PLAN
C500 GRADING & DRAINAGE PLAN
C600 UTILITY PLAN
C700 DETAILS

ARCHITECTURAL

A000 DEMO FLOOR PLAN & ELEVATIONS
A001 EXISTING BUILDING PHOTOS
A100 SITE PLAN
A101 GROUND FLOOR PLAN
A101.1 GROUND FLOOR DIMENSION PLAN
A102 ROOF PLAN
A200 ELEVATIONS
A300 BUILDING SECTIONS
A301 WALL SECTIONS
A302 WALL SECTIONS
A400 ENLARGED PLANS / ELEVATIONS
A500 INTERIOR ELEVATIONS & ENLARGED PLANS
A501 INTERIOR ELEVATIONS & ENLARGED PLANS
A502 INTERIOR ELEVATIONS & ENLARGED PLANS
A503 INTERIOR ELEVATIONS & ENLARGED PLANS
A600 REFLECTED CEILING PLAN
A601 FURNITURE & SIGNAGE PLAN
A700 SCHEDULES
A701 SCHEDULES
A800 ADA DETAILS
A801 ADA DETAILS
A802 ADA DETAILS
A803 ADA DETAILS & WALL TYPES
A804 SITE DETAILS
A805 WINDOW DETAILS
A806 WINDOW / DOOR DETAILS
A807 EXTERIOR DETAILS
A808 INTERIOR DETAILS
A809 INTERIOR DETAILS

STRUCTURAL

S100 GENERAL NOTES
S101 GENERAL NOTES
S102 TYPICAL DETAILS
S103 TYPICAL DETAILS
S200 FOUNDATION PLAN
S201 FRAMING PLAN
S300 FOUNDATION DETAILS
S301 DETAILS
S302 DETAILS

MECHANICAL

M101 SPECIFICATIONS, LEGEND & ABBREVIATIONS
M102 EQUIPMENT SCHEDULE AND NOTES
M103 EQUIPMENT SCHEDULE
M104 TITLE 24 COMPLIANCE FORMS
M105 TITLE 24 COMPLIANCE FORMS
M201 MECHANICAL FLOOR PLAN
M202 MECHANICAL ROOF PLAN
M301 DETAILS
M302 DETAILS & CONTROL DIAGRAMS
M303 DETAILS
M304 DETAILS
M305 DETAILS

PLUMBING

P100 SCHEDULE, LEGEND, NOTES & SPECIFICATIONS
P200 PLUMBING SITE PLAN
P201 PLUMBING FLOOR PLAN
P202 PLUMBING ROOF PLAN
P300 PLUMBING RISER DIAGRAMS
P400 PLUMBING DETAILS

ELECTRICAL

E100 ELECTRICAL SITE PLAN
E101 FIRE ALARM SITE PLAN
E200 ELECT NOTES, SYMBOLS, FIXTURE SCHED &
TITLE 24
E300 LIGHTING PLAN
E301 POWER AND SIGNAL PLAN
E302 ROOF PLAN
E303 FIRE ALARM PLAN BLDG A EXTENSION
E304 FIRE ALARM PLAN EXIST BLDG A & CALCULATIONS
E400 PARTIAL SINGLE LINE
E500 PANEL SCHEDULES
E600 ELECTRICAL DETAILS
E700 TITLE 24 CALCULATIONS

**SCHEDULE D-2
(TO EXHIBIT D)**

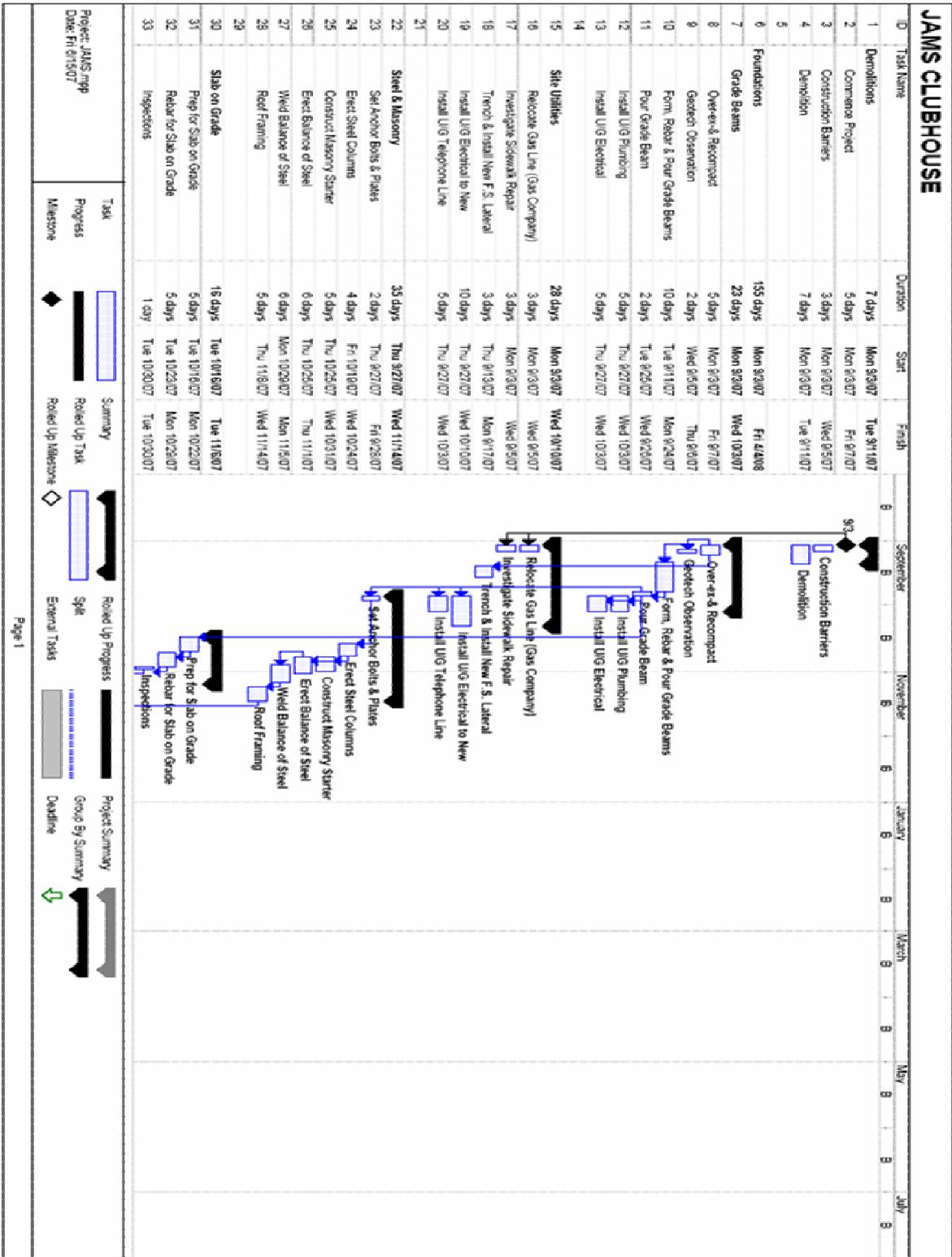
CURRENT CONSTRUCTION BUDGET*

				Fees			
				City of Santa Monica	LS		10,000.00
				State of California	LS	\$	25,000.00
				Subtotal fees		\$	35,000.00
				Development			
				Architecture & engineering	LS	\$	250,000.00
				Blueprints	LS	\$	20,000.00
				Legal	LS	\$	25,000.00
				Deputy inspections	LS	\$	80,000.00
				Subtotal development		\$	375,000.00
				General & Administrative			
				B&G Club Ovhd	LS	\$	25,000.00
				Accting	LS	\$	25,000.00
				Owner's Insurance: Course of Construction	LS	\$	7,695.35
				Subtotal G&A		\$	57,695.35
				Construction Costs			
				Division 2 - Site construction			
02	220	001	Demolition	LS	\$		26,250.00
02	230	001	Site Clearing	Included			
02	300	001	Earthwork	LS	\$		27,500.00
02	315	001	Removal and Recompaction of Subgrade Soils	Included			
02	370	001	Erosion Control	LS	\$		3,125.00
02	630	001	Site Drainage	Included			
02	740	001	Asphalt Paving	LS	\$		32,236.25
02	741	001	Asphalt Paving (City Right-of-Way)	Included			
02	750	001	Concrete Site Work	LS	\$		94,856.25
02	760	001	Pavement Markings	Included			
02	770	001	Curb and Gutter	Included			
02	775	001	Sidewalk	Included			
02	785	001	Pavement Coatings or Special Surfaces	Included			
02	821	001	Chainlink fences and gates	LS	\$		37,818.75
02	900	001	Landscaping	LS	\$		4,725.00
				Division 3 - Concrete			
03	310	001	Structural Concrete	LS	\$		93,271.25
				Division 4 - Masonry			
04	220	001	Concrete Masonry Units	LS	\$		6,756.25
				Division 5 - Metals			
05	120	001	Structural Steel	LS	\$		28,211.25
05	500	001	Miscellaneous Metal Fabrications/Stainless counters, mechanical screen and bike rack.	LS	\$		56,946.25
				Division 6 - Wood & Plastics			

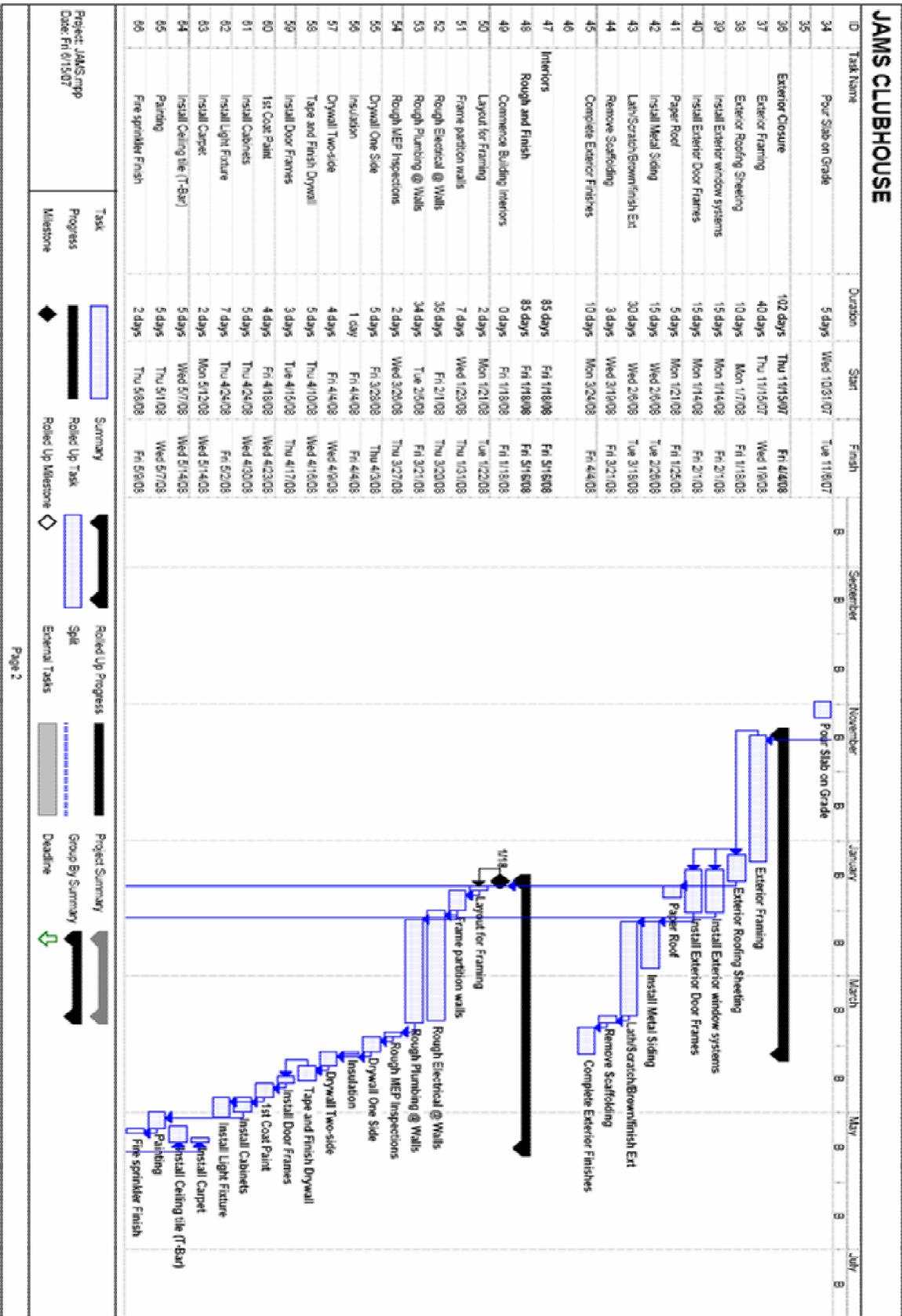
06	100	001	Wood Framing	LS	\$ 157,743.75
06	160	001	Wood Sheathing	Included	
06	410	001	Cabinets	LS	\$ 19,925.00
06	415	001	Countertops	LS	\$ 16,875.00
			Division 7 - Thermal & Moistureproofing		
07	100	001	Waterproofing	Included	
07	210	001	Building Insulation	LS	\$ 10,312.50
07	500	001	Roofing	LS	\$ 37,812.50
07	620	001	Sheet Metal Flashing and Trim	Included	
07	840	001	Fire Stopping	Included	
			Division 8 - Doors & windows		
08	110	001	Steel Doors and Frames	LS	\$ 12,051.25
08	360	001	Overhead Doors	LS	\$ 7,218.75
08	410	001	Metal Framed Storefront Systems	LS	\$ 147,000.00
08	710	001	Door Hardware	LS	\$ 22,378.75
			Division 9 - Finishes		
09	220	001	Lath and Plaster	LS	\$ 37,500.00
09	250	001	Gypsumboard - Drywall	LS	\$ 46,845.00
09	310	001	Ceramic Tile	LS	\$ 30,542.50
09	510	001	Suspended Ceilings	LS	\$ 28,806.25
09	600	001	Flooring	LS	\$ 27,500.00
09	910	001	Painting	LS	\$ 84,668.75
			Division 10 -		
10	165	001	Plastic and Plastic Laminate Toilet Compartments	LS	\$ 8,122.50
10	430	001	Exterior Signage	LS	\$ 3,750.00
10	440	001	Interior Signage	LS	\$ 1,500.00
10	520	001	Fire Extinguishers and Cabinets	LS	\$ 500.00
10	810	001	Toilet Accessories	LS	\$ 4,373.75
			Division 11 - Equipment		
11	020	001	Tech Center	LS	\$ 75,000.00
			Division 12 - Furnishings		
12	490	001	Window Treatments	LS	\$ 11,681.25
12	480	001	General Furniture	LS	\$ 25,000.00
			Division 13 - Special Construction		
13	850	001	Fire Alarm Systems	INC	Included
			Division 14 - Conveying Systems		NA
			Division 15 - Mechanical Systems		
15	100	001	Plumbing Systems	LS	\$ 86,350.00
15	700	001	HVAC Systems	LS	\$ 221,250.00
			Division 16 - Electrical systems		
16	100	001	Electrical Systems	LS	\$ 280,513.75
16	720	001	Low voltage systems		Included
			Division 17 - Weather protective systems		
17	300	001	General, Progressive and Final Clean-Up	LS	\$ 4,375.00
17	400	001	Pre-Construction Services		Included
			Subtotal divisions 2 - 17		\$ 1,821,292.50
20	100	001	General Requirements		\$ 91,423.00
30	100	001	Overhead and Profit		\$ 229,525.86

40	100	001	Bond		\$ 28,920.26
50	100	001	Contractor's Insurance: Comprehensive General		\$ 27,508.62
			Contingency	10%	\$ 219,867.02
			Subtotal construction costs		\$ 2,198,670.24
			TOTAL PROJECT COSTS		#REF!

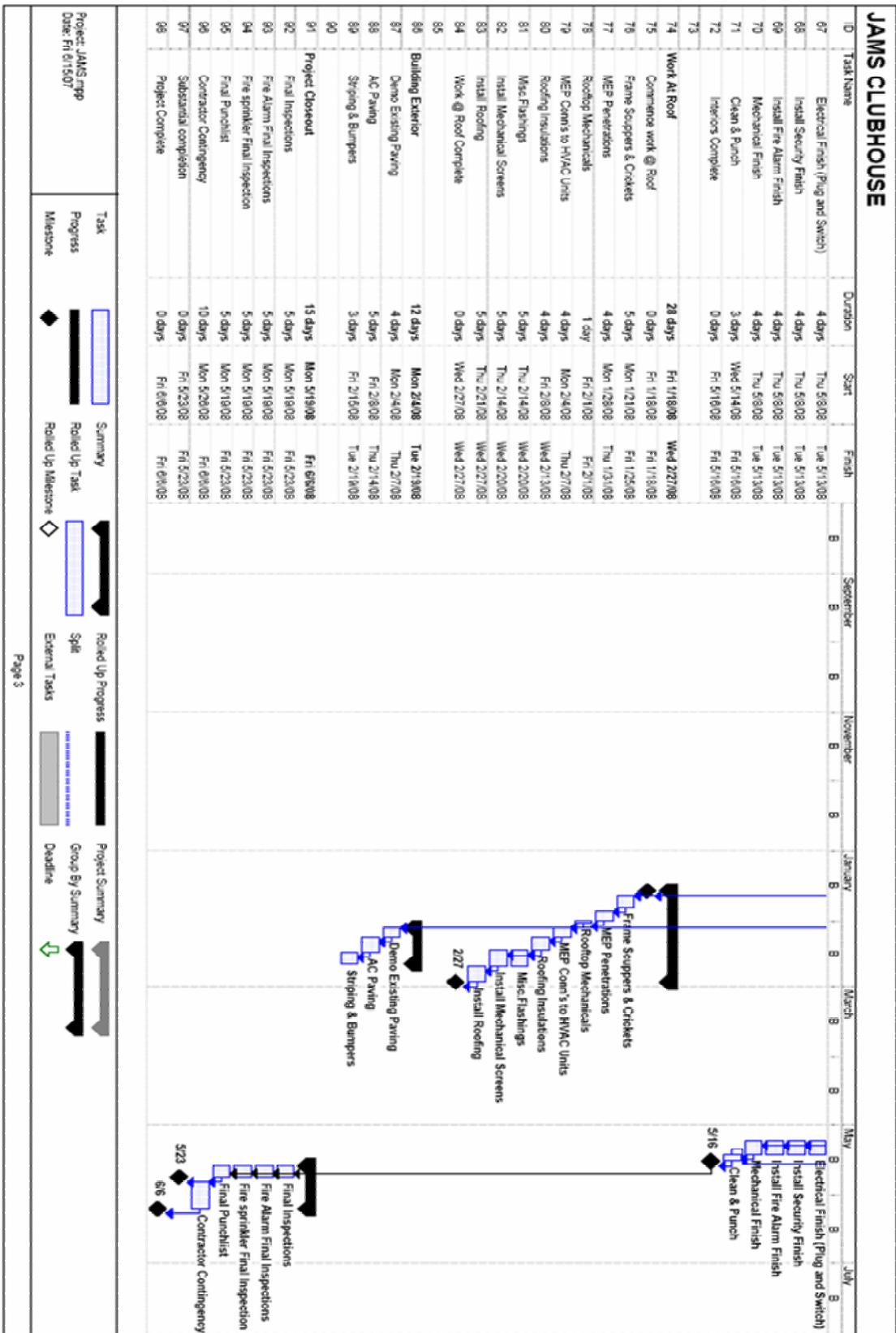
SCHEDULE D-3 (TO EXHIBIT D) CURRENT CONSTRUCTION SCHEDULE*



* This is a current draft of the construction schedule. The parties hereto anticipate revising this construction schedule following the execution of this Agreement and prior to the commencement of construction. Such revised construction schedule shall be subject to the approval of SMMUSD and Club.



* This is a current draft of the construction schedule. The parties hereto anticipate revising this construction schedule following the execution of this Agreement and prior to the commencement of construction. Such revised construction schedule shall be subject to the approval of SMMUSD and Club.



* This is a current draft of the construction schedule. The parties hereto anticipate revising this construction schedule following the execution of this Agreement and prior to the commencement of construction. Such revised construction schedule shall be subject to the approval of SMMUSD and Club.

**SCHEDULE D-4
(TO EXHIBIT D)**

FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, ("Agreement"), is made and entered into this _____ day of _____, 200_, by and among the SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT (the "SMMUSD"), the BOYS AND GIRLS CLUB OF SANTA MONICA, INC., a California non-profit corporation (the "Club"), and [ESCROW COMPANY] ("Escrow").
WITNESSETH

WHEREAS, SMMUSD and Club have entered into that certain Joint Use Agreement ("Joint Use Agreement") dated as of June 28, 2007, pursuant to which SMMUSD and Club have defined their respective rights and obligations with respect to the construction and use of that certain youth program facility to be constructed at John Adams Middle School. All initially capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Joint Use Agreement.

WHEREAS, concurrently herewith, Club is depositing \$_____ with Escrow ("Club Funds"), which amount constitutes Club's Portion of the Construction Costs, and SMMUSD is depositing \$_____ with Escrow ("SMMUSD Funds" and, together with Club's Funds, the "Escrow Funds"), which amount constitutes SMMUSD's Portion [and State's Portion] of the Construction Costs. The Escrow Funds shall be used to pay the Construction Costs.

WHEREAS, SMMUSD, Club and Escrow desire to enter into this Agreement to set forth the rights and obligations of the parties hereto with respect to the disbursement of the Escrow Funds.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Escrow Funds. Concurrently with the execution and delivery hereof, Club and SMMUSD have deposited the Club Funds and the SMMUSD Funds, respectively, with Escrow. Escrow shall deposit the Escrow Funds in an insured interest bearing account with all interest on the Club Funds to accrue to and for the benefit of Club and all interest on the SMMUSD Funds to accrue to and for the benefit of SMMUSD.

2. Disbursements of Escrow Funds. From time to time, upon Escrow's receipt from SMMUSD of an application for disbursement, together with Club's written approval of such application for disbursement, Escrow shall issue a check from the Escrow Funds payable to the party(ies) and in the amount(s) specified in the application for payment.

3. Order of Disbursement. Club Funds shall be disbursed first until all such funds and interest accrued thereon have been reduced to zero, after which the SMMUSD Funds shall be disbursed.

4. Close of Escrow. The escrow for the Escrow Funds shall be closed and this Agreement shall be terminated upon the disbursement of all of the Escrow Funds in accordance with Section 2. above.

5. Expenses of Escrow. The fees and expenses charged by Escrow in connection with this Agreement shall be paid by Club.

6. Liability of Escrow. In consideration of Escrow acting as escrow agent hereunder, it is agreed that Escrow is relieved from all liability for acting in accordance with the terms hereof. Escrow shall not be responsible for the validity or sufficiency of any documents received by it and shall be entitled for all purposes to assume that the same have been signed by the persons whose signatures purport to be thereon and that any written certifications or instruments are true and accurate. Any and all notices to be made to Escrow shall be in writing. If any dispute or difference shall arise or if any conflicting demand shall be made upon Escrow, Escrow shall not be required to determine the same or take any action except those stated in this Agreement. Escrow shall not be liable for any funds lost during the time they are deposited in a federally insured account with a bank or other financial institution. The undersigned agree to pay Escrow on demand and to indemnify and hold Escrow harmless from and against all costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities of every kind and nature reasonably suffered or incurred in connection with or arising out of this escrow; excluding, however, any and all of the foregoing which is the result of any breach of the terms of this Agreement or which is the result of any negligent act or omission by Escrow.][REVISE AS MAY BE REASONABLY REQUIRED BY ESCROW]

7. Notices. All notices, statements, demands, requests or consents under this Agreement shall be personally delivered or sent by nationally recognized air courier (e.g. UPS, FedEx) or by United States certified mail, return receipt requested, and shall be deemed duly given or made one (1) business day after deposited with such national courier or the United States Postal Service and addressed as set forth below. Unless a different notice address has been given in accordance with this Section 7, the notice address for each party is:

SMMUSD: Santa Monica-Malibu Unified School District
1651 16th Street
Santa Monica, CA 90404
Attention: Wally Berriman
Phone: (310) 450-8338
Fax: (310) 581-6720
Email: berriman@smmusd.org

Club: Boys and Girls Club of Santa Monica, Inc.
1238 Lincoln Boulevard
Santa Monica, CA 90401
Attention: Allan Young
Phone: (310) 393-9629
Fax: (310) 458-8857
email: allan@smbgc.org

Escrow: _____

Attention: _____
Phone: _____
Fax: _____
email: _____

8. Attorney's Fees. If either party commences an action against the other party to enforce any of the terms of this Agreement or otherwise with respect to the Property and/or the Facility, the prevailing party, in addition to any other relief to which such party may be entitled, shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. The term "attorneys' fees" and "attorneys' fees, costs and expenses" shall mean the fees, costs and expenses of counsel to the parties hereto, which may include printing, photostatting, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding, and shall include, specifically, all fees, costs and expenses of expert witnesses.

9. Choice of Law. This Agreement shall be governed by, and construed under, the laws of the State of California.

10. Construction. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Titles of Articles, Sections and Subsections are for convenience only, and neither limit nor amplify the provisions of this Agreement itself.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

12. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties, supersedes any prior agreements or understandings between them and may not be modified or amended in any manner without the prior written consent of Club, SMMUSD and Escrow.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

SMMUSD:

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

CLUB:

BOYS AND GIRLS CLUB OF SANTA MONICA, INC., a California non-profit corporation

By: _____
Name: _____
Title: _____

ESCROW:

_____,
a _____

By: _____
Name: _____
Title: _____

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/28/07

FROM: DIANNE TALARICO / STEPHEN R. HODGSON /
VIRGINIA I. HYATT / WALLY BERRIMAN

RE: ACCEPTANCE OF PRELIMINARY DRAFT FACILITY MASTER PLAN

RECOMMENDATION NO. A.32

It is recommended that the Board of Education accept the Preliminary Draft Facilities Master Plan. The board was presented the Preliminary Draft Facility Master Plan by representatives from Harley Ellis Devereaux, Sidewalk Studio, and Concordia during the June 13, 2007, board meeting. The Preliminary Draft of the Facilities Master Plan shows revisions made to the plan as a result of extensive input from members of the community at previous board meetings, individual school site meetings, and via feedback on the "Our School Plan" website.

During the California Environmental Quality Act (CEQA) process there will be multiple opportunities for the public to comment on the scope and content of environmental issues to be addressed through a Program Environmental Impact Report (Program EIR). As part of this process, a Draft Master Plan will be issued for a minimum 45-day public comment along with the Draft Program EIR. Following this comment period, the Final Master Plan and Final EIR will be prepared for adoption by the Board of Education at a public hearing or hearings expected in mid 2008.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/MAJOR

06/28/07

FROM: DIANNE TALARICO /

RE: APPOINT ADDITIONAL MEMBERS TO THE MEASURE "BB"
ADVISORY COMMITTEE AND APPROVE CHANGES TO COMMITTEE
CHARGES

RECOMMENDATION NO. A.33

It is recommended that the Board of Education appoint the following individuals to the Measure "BB" Advisory Committee (names are alphabetical):

Name

District Affiliation

TBD

NOTE: At the time this agenda was printed, the names of the remaining Measure "BB" Committee members had not yet been determined. The initial members of the Measure "BB" Advisory Committee will be meeting on June 25th to narrow the list of applicants in preparation for board approval at the June 28th board meeting. An update with these names will be provided at the June 28th meeting.

COMMENT: Copies of the applications have been provided to the Board of Education under separate cover and are on file in the Office of the Superintendent.

Attached is a copy of the committee's charges. After their June 25th meeting, the initial members of the Measure "BB" Advisory Committee may determine that changes in the committees charges are necessary (also as per board member comments at the June 7, 2007, board meeting). If so, copies of their suggested changes will also be available at the June 28th board meeting.

(Continued on next page)

BACKGROUND: At the meeting on April 19, 2007, the board approved the name change from the Ad Hoc Facilities Committee to the Measure "BB" Advisory Committee and began accepting applications to fill open positions. Members of the Ad Hoc Facilities Committee were invited to participate on the Measure "BB" Advisory Committee. It was then determined how many committee member slots were left open after the former Ad Hoc Facilities Committee members had responded.

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

SANTA MONICA-MALIBY UNIFIED SCHOOL DISTRICT

Measure "BB" Advisory Committee

Committee Charges

The purpose of the Measure "BB" Advisory Committee is to provide the Board of Education and district staff with the community's perspective regarding school site construction projects using funds from Measure "BB," which was voted on and passed November 7, 2006.

The committee shall consist of a minimum of 11 members, not to exceed 15 members. All attempts will be made to include members of the community who will bring different views to the committee, including relevant expertise (e.g., technology implementation and requirements, construction, safety, curriculum/fine arts, environmental concerns, issues regarding cultural relevance; etc.), cultural backgrounds, geographical areas of the district, representatives from both Santa Monica and Malibu, SEIU, Santa Monica College, and the teacher's union.

The committee's charges are as follows:

1. Advise the board during the final stage and development of the comprehensive Facilities Master Plan.
2. Advise district staff in identifying potential project managers needed to implement construction projects.
3. Provide input to staff on identified Health and Safety priorities for Phase I projects.
4. Work with staff and project consultants to review projects that reflect board, district, and site priorities during all phases of construction.
5. Provide progress reports to the board as necessary and/or requested.

TO: BOARD OF EDUCATION ACTION/MAJOR
06/28/07

FROM: DIANNE TALARICO/STEPHEN R. HODGSON/VIRGINIA I. HYATT

RE: AWARD OF PROGRAM MANAGEMENT CONTRACT FOR MEASURE "BB"
BOND TO PARSONS 3D/I

RECOMMENDATION NO. A.34

It is recommended that the Board of Education award a contract to Parsons 3D/I (West Los Angeles, CA), in association with California Construction Management (Whittier, CA), to provide necessary Program Management services in conjunction with the Measure "BB" construction program, in an amount not to exceed \$80,000. It is further recommended that C.W. Driver (Pasadena, CA) and Bernards (San Fernando, CA) be designated as supplemental approved firms.

Funding Information

Budgeted: Yes
Fund: 21
Source: State School Building Fund
Account Number: 21-00000-0-00000-85000-5802-050-1500
Description: Consultant Services

COMMENT: District staff developed a Request for Qualification (RFQ) document for Program Management services in conjunction with the Measure "BB" construction program. Thirty-two (32) companies were represented at the mandatory pre-qualification meeting on May 1, 2007, and fifteen (15) firms subsequently submitted proposals. After review, six (6) firms were selected for interviews. District staff, its consultant, along with four representatives from the Measure "BB" Advisory Committee, conducted interviews and evaluated the capabilities of each of the firms. Of the six (6) interviewed, three (3) were selected as finalists, with negotiations proceeding with Parsons 3D/I.

The service contract with Parsons 3D/I is still being prepared, and staff is requesting that a preliminary contract be drawn up for a period of thirty (30) days until such contracts are completed in order for work to begin July 1, 2007.

It is anticipated that by August 9, 2007, negotiations will be completed between the district and Parsons 3D/I and final agreement be presented to the Board of Education for approval. It is estimated that over the life of the Measure "BB" construction program, the

eventual cost of Program Management services will be in the range of \$4.8 million. At this time, the contract will address only Program Management services. Should performance standards be met, an amendment to the contract will be added for as needed Construction or Project Management.

The Measure "BB" Advisory Committee is scheduled to review this recommendation at its meeting on June 25, 2007.

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

TO: BOARD OF EDUCATION

ACTION/MAJOR

06/28/07

FROM: DIANNE TALARICO

RE: CLASSIFIED ADMINISTRATIVE CONTRACT - DIRECTOR ON
SPECIAL ASSIGNMENT

RECOMMENDATION NO. A.35

It is recommended that the Board of Education ratify a contract with the following classified manager from July 1, 2007, through June 30, 2008:

J. Wallace Berriman
Director on Special Assignment

COMMENT: Once the Measure "BB" construction programs begin to be more clearly defined, the specific duties and responsibilities of the position of "Director on Special Assignment" can be reflected in an accompanying job description. A draft of a proposed job description is attached for reference.

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

Santa Monica-Malibu Unified School District

DIRECTOR ON SPECIAL ASSIGNMENT

DEFINITION

Ensures that all facilities meet the highest standards of design, construction, and appropriateness for the educational activities they are meant to foster; that all new educational facilities are constructed in a manner consistent with the highest standards of efficiency, safety, economy, and quality; and that students will be provided with a physical learning environment that is safe, clean, attractive, and functional.

SUPERVISION RECEIVED

General direction is provided by the Assistant Superintendent, Business and Fiscal Affairs.

Direct Supervision is excised over assigned staff.

MAJOR DUTIES AND RESPONSIBILITIES

Plans, organizes, and directs the District's facility renovation, modernization, new construction, and maintenance and operations programs, including analyzing needs and recommending building programs and priorities.

Coordinates the planning for facility renovation, modernization, and new construction projects with the Director, Maintenance and Operations, to ensure the compatibility of new or renovated facilities with existing structures.

Coordinates activities associated with the construction of new schools and additions to existing schools, renovation of and improvements to existing structures and temporary classroom buildings, moving and demolition of buildings, use of existing facilities, and other matters related to school facilities.

Ensures compliance with a variety of District policies, county, state, and federal codes, laws, and regulations applicable to the facilities of the District. Represents the District's interest to local, state, and federal agencies regarding various facility issues (design, funding, approvals; etc.)

Prepares educational specifications and letters of authorization for architectural planning and construction for approval by the Board of Education and interprets them for architects.

Reviews and interprets architectural plans with school personnel; evaluates special facility needs related to educational program requirements including master site planning, student safety, and economy of maintenance; recommends solutions; and evaluates completed facilities to ensure that educational requirements have been satisfied.

Develops estimates of costs of building and renovation projects in cooperation with technical personnel; monitors costs of construction projects for budget containment.

Coordinates process for selection of, and serves as District liaison to, architects, engineers, inspectors, contracted project/construction managers, and sub-contractors.

Consults with architects and engineers in regard to school planning standards.

Administers contracts related to facility renovation and construction; maintains adherence to labor contracts; manages client/contractor relationships.

Coordinates job-site production; coordinates the procurement of materials, equipment, vehicles, and tools related to construction projects.

Determines eligibility and applies for new construction, renovation/modernization, and/or reconstruction funds for facility development.

Directs the preparation of preliminary and annual budgets for assigned departments and areas of responsibility; controls and authorizes expenditures in accordance with established policies and procedures.

Supervises and evaluated the performance of assigned staff; ensures the timely completion of assigned tasks.

Interviews and recommends selection of assigned staff as needed; recommends transfers and terminations and reviews salary increases; prepares disciplinary action reports.

Directs the preparation and maintenance of a variety of narrative and statistical reports, records, and files related to the facilities functions of the District.

Communicates and meets with city, county, and state officials, attorneys, insurance representatives, contractors, facilities-use applicants, and the general public to provide and obtain information; resolves conflicts and issues; improves District services.

Conducts and attends a variety of staff and management meetings as required to provide assigned services to the District; serves on committees and attends Board of Education meetings.

Performs administrative duties related to a variety of other District functions and activities including the use of buildings, grounds, and facilities.

Performs related duties, as assigned.

EMPLOYMENT STANDARDS

Minimum Requirements

A Bachelor's Degree from an accredited college or university or any combination of experience and training that would provide the required knowledge, skills, and abilities may be qualifying. A typical way to obtain the required knowledge and experience is:

Five years of successful school district or public agency of successful experience in some phase or architecture, construction, or facilities management.

License or Certificate: Possession of a valid California Class C driver's license. Ability to be insured and maintain vehicle liability and property damage insurance.

TO: BOARD OF EDUCATION

ACTION/MAJOR

06/28/07

FROM: DIANNE TALARICO / TIMOTHY R. WALKER

RE: REVIEW AND APPROVE QUESTIONS AND APPLICATION FOR
FILLING VACANCY ON BOARD OF EDUCATION

RECOMMENDATION NO. A.36

It is recommended that the Board of Education approve the questions and application for filling a vacancy on the board.

COMMENT: Board members will first need to tally the top seven questions from the list of twelve draft questions that were developed by a subcommittee. The board will then approve the final list of questions and the application.

The process for filling a vacancy caused by Ms. Emily Bloomfield moving out of the district's boundaries was discussed at the June 7, 2007, board meeting. Board members agreed to the following process (one of many suggested by the California School Board Association and in compliance with the Brown Act, Government Code 54950-54963) and time line:

Process

In order to draw from the largest possible number of candidates, the board shall advertise in the local media to solicit candidate applications or nominations. A committee consisting of less than a quorum of the board shall ensure that applicants are eligible for board membership and announce the names of eligible candidates. The board shall interview the candidates at a public meeting, accept oral or written public input, and select the provisional appointee by a majority vote.

Timeline

06/08/07 - 06/21/07	1) Subcommittee develops draft application with 12 draft questions 2) Staff advertises open board position (continues until application deadline)
06/22/07	1) Board members receive draft questions for review 2) Each board member chooses his/her top 7 questions.
06/28/07	1) Regular board meeting; board members tally votes for top 7 questions 2) Board approves application
07/09/07	1) Applications deadline
Late July 2007	1) Special board meeting; interview applicants (exact date TBD)
08/09/07	1) Board appoints new board member

NOTE: The list of draft questions was not complete prior to this agenda being printed. The list of the draft questions will be available in hardcopy form at the board meeting.

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

TO: BOARD OF EDUCATION

ACTION/MAJOR

06/28/07

FROM: DIANNE TALARICO /

RE: BUS PASS ISSUANCE PROCEDURES AND FEE SCHEDULE FOR
2007-08

RECOMMENDATION NO. A.37

It is recommended that the Board of Education approve the Bus Pass Issuance Procedures and Fee Schedule for 2007-08 as outlined in this agenda item (***see following pages***).

COMMENT: The Board of Education, at its meeting on June 7, 2007, received and reviewed Discussion Item No. D.05 (*Bus Pass Issuance Procedures for 2007-08*), which provided options for bus pass issuance procedures, fee schedules, bus routing, and bus capacities for 2007-08. The discussion as in response to various crowding concerns expressed by parents, and the anticipated reduction in bus seating capacity associated with the purchase of four new buses and revised loading standards.

Based on the discussion that occurred on June 7, 2007, the following information and specific recommendations are presented.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

Procedure for Processing Bus Pass Applications

➤ Current Practice

Under the current practice, bus pass applications and letters are mailed to families of previous years' bus riders early in July. Applications received are processed on a "first come first served" basis, after which a waiting list is established. Any new students wishing to purchase a bus pass are able to attend a "get your stuff day" at Malibu HS where a representative from the Fiscal Office receives bus pass applications. These applications are also processed on a "first come first served" basis, then a waiting list established as needed.

In order to eliminate the possibility of bus crowding, students will need to have a bus pass in their possession on the FIRST DAY of school. This information will be included in the general letter and application packet mailed during July. Bus passes will be mailed by August 25. Any students applying for passes at "get your stuff" day will receive their passes as soon as they can be processed, and school bus drivers will have the lists of those paid-up students for the first day of school.

Resident students will have priority over non-resident (inter-district permit) students when any waiting list is established.

Special Note: Any Special Education student who has an Individualized Education Program (*IEP*), which includes a transportation provision, will continue to be provided a bus pass free of charge. The Director of Transportation reserves the authority to assign school bus stops and students to each route as needed.

RECOMMENDATION NO. 1: Maintain current practice for resident students. Non-resident students (those having inter-district attendance permits) would be provided the opportunity to secure a bus pass on a space-available basis after applications for all resident students are processed.

➤ Bus Capacity Information:

Due to the reduced seating capacity of the four new buses as well as a recommended change in bus loading standards, several current bus routes will experience a reduction in the number of bus passes available for issuance. This reduction will be partially offset by the addition of a new route (*Route H*).

Current Capacities		Recommended Loading*
Route A (north end of Malibu)	78	52
Route B (Pepperdine to Pt. Dume)	90	56
Route C (Sunset Mesa)	90	56
Route D (Big Rock to Civic Center)	84	52
Route E / F (Santa Monica only)	84	65
Route G (to Webster only)	78	78
New Route H (Big Rock/Topanga)	NA	50
Total:	504	409

*Based on student comfort.

Note: Routes A through E/F are Malibu HS & Cabrillo.

RECOMMENDATION NO. 2: It is recommended that the Board of Education approve a change in the current bus loading standard (as shown above) to a level more consistent with overall student comfort. Additionally, it is recommended that a new Route H be added to specifically serve the Big Rock/Topanga area to help offset the loss of capacity associated with the revised loading standards.

➤ **Bus Pass Fee Schedule**

The following table provides information on the current (2006-07) bus pass fee schedule. It should be noted that the current rates have been in effect since 2001:

Full Fee Schedule:			Reduced Fee Schedule:		
Pupils/Family	Semester	Annual	Pupils/Family	Semester	Annual
1	\$252	\$ 472	1	\$ 58	\$112
2	\$440	\$ 824	2	\$104	\$190
3 or more	\$590	\$1,108	3 or more	\$138	\$264

Notes:

- 1) District employee rate is currently \$50 per student.
- 2) The California Department of Education has established a maximum student transportation rate of \$6.38 per day.

RECOMMENDATION NO. 3: It is recommended that the Board of Education approve an increase in the Bus Pass Fee Schedule as shown below:

Full Fee Schedule:			Reduced Fee Schedule:		
Pupils/Family	Semester	Annual	Pupils/Family	Semester	Annual
1	\$302	\$ 572	1	\$116	\$220
2	\$540	\$1,024	2	\$208	\$290
3 or more	\$770	\$1,408	3 or more	\$338	\$368

The annual rate for District employees would increase to \$100.00 per student (annually).

Note: Based on the assumption that approximately thirty percent (30%) of the transported students will be eligible for a reduced fee bus pass, the new rates are anticipated to generate \$30,000 to \$35,000 in additional income. This amount will be dedicated to help offset the cost (approximately \$57,000) associated with the new Route H.

Next Steps:

Subsequent to the Board of Education approval of the Bus Pass Issuance Procedure, the revised loading standards (including the addition of new Bus Route H), and the recommended new Bus Pass Fee Schedule, staff will develop and mail the appropriate parent communication information. A copy of this communication will also be provided to Members of the Board of Education.

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/28/07

FROM: DIANNE TALARICO/STEPHEN R. HODGSON/VIRGINIA I. HYATT

RE: AWARD OF HVAC UNITS - BID #8.04R - TO LUMAS AIR, INC.
AND BAY CITIES FURNACE AND AIR CONDITIONING

RECOMMENDATION NO. A.38

It is recommended that the Board of Education award Bid #8.04R to Lumas Air, Inc. in an amount not to exceed \$51,942 for rooms M101 and 102 at Santa Monica High School, and award remaining units to Bay Cities Furnace and Air Conditioning in an amount not to exceed \$55,412.

Funding Information

Budgeted: Yes

Fund: 01

Source: Other Local Income

Account Number: 01-901000-0-00000-72000-6400-000-0000

Description: Equipment, General Administration

COMMENT: This award is for the purchase of six (6) HVAC units; two (2) new units and one (1) repair, for the district's administration building, and four (4) units for the Music Building at Samohi (rooms M101, M102, M100). The HVAC units at Samohi are replacing a ventilation system that has been unable to provide comfortable room temperatures for the music and choral rooms. The district's Administration building units, because of age and condition, need to be replaced.

Units quoted are various sizes, as determined by load requirements in each facility. Price includes one-year service warranty. The new units will use the environmentally safe Puron refrigerant. Total cost for all units is \$107,354.

Four (4) contractors were invited to bid, and three (3) attended the job walk on June 6th. Two (2) contractors submitted bids. Bay Cities is a Small Business Concern, Lumas Air holds both a Small Disadvantaged Business Concern and Socially and Economically Disadvantage Individual classifications. Bids are as follow:

	Lumas Air	Bay Cities Furnace & A/C
Music M101, 102	<u>\$51,942</u>	\$58,000
Choral M100 (2 units)	\$33,652	<u>\$27,500</u>
Ed Services (1 new unit; 1 repair)	\$13,254	<u>\$13,000</u>
Information Svcs	\$15,531	\$14,912

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

06/28/07

FROM: DIANNE TALARICO / STEPHEN R. HODGSON /
VIRGINIA I. HYATT

RE: AWARD OF SMART BOARD INSTALLATION TO OLIVER WORLDCLASS
LABS INC., AND ELECTRICAL INSTALLATION OF SMART BOARDS
TO CARTIER ELECTRIC TECHNOLOGIES INC. - BID #6.10

RECOMMENDATION NO. A.39

It is recommended that the Board of Education approve the purchase of additional Smart Board units from Oliver Worldclass Labs in an amount of \$163,000 and the electrical installation to Cartier Electrical Technologies in an amount of \$36,000 based on unit costs of Bid #6.10, for a total installation cost of \$199,000.

Funding Information

Budgeted: Yes

Fund/Source: Various

Account Number: Various Site, Measure BB, EETT, and Ed Services

Description: Various

Comments: The contract with Oliver Worldclass Labs and Cartier Electric Technologies was awarded on June 1, 2006, by the Board of Education. This purchase will add additional Smart Boards at the same unit prices used last summer for the initial purchase of fifty-one (51) boards.

At its May 17, 2007, meeting, the board approved eight (8) of the fifty-one (51) Smart Boards for summer school. The remaining Smart Boards were awaiting approval until after the technology audit. Now that the audit is complete and the initial findings show that the district can currently support the installation of the Smart Boards in regards to infrastructure and tech support, it is recommended that the Board of Education approve the remaining thirty-three (33) Smart Boards.

The award will approve the installation and purchase of Smart Boards during the month of June for the Summer School Program, for a total of eight (8) boards at: McKinley (Qty 3), Lincoln (Qty 4), and the Administration Office (Qty 1) and use a combination of site, Ed Services, and Measure BB funds. The second set of boards, a total of thirty-three (33), will be installed during the summer for Webster (Qty 2),

Cabrillo (Qty 2), Pt. Dume (Qty 3), Roosevelt (Qty 4), Franklin (Qty 4), Edison (Qty 3), Grant (Qty 2), Rogers (Qty 8), Muir (Qty 2), SMASH (Qty 2), and Adams (Qty 1) and use a combination of site, EETT, Ed Services, and Measure "BB" funds.

Training will be given to all teacher during the August 20-21, 2007 Smart Board Educators Academy (SEA). This brings the district total to 93 boards districtwide.

The district's Measure "BB" Advisory Committee will review the recommendation at its June 25, 2007, meeting.

This purchase is broken down as follows:

Measure BB Funds	\$114,000
Site Funds	\$ 52,500
EETT Grant Funds	\$ 23,000
Ed Services Funds	<u>\$ 9,500</u>
Total	\$199,000

Other district funds will be used for this purchase until bond money is made available, with these funds being reimbursed by Measure "BB" once received.

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

DISCUSSION ITEMS

TO: BOARD OF EDUCATION DISCUSSION
06/28/07
FROM: DIANNE TALARICO / STEPHEN R. HODGSON 6:30pm
RE: NEGOTIATED OR COMPETITIVE SALE OF SERIES "A" OF THE
MEASURE "BB" GENERAL OBLIGATION BOND

DISCUSSION ITEM NO. D.01

Background:

The Board of Education, at its meeting on June 7, 2007, approved the issuance of Series A (\$60 million) of the Measure BB General Obligation Bond.

The purpose of this agenda item is to provide information regarding the appropriateness of either a "Negotiated" or "Competitive" sale of the Series A Bond. In this regard, Mr. David Casnocha, Esq. (Stradling, Yocca, Carlson & Rauth) was asked to prepare an informational report for review and discussion prior to the preparation of a formal recommendation for consideration by the Board of Education on July 12, 2007. The report prepared by Mr. Casnocha is attached and he will be available to assist in the presentation of this agenda item and to respond to questions.

Introduction:

Public entities (school districts) can sell general obligation bonds either on a competitive or negotiated basis. With a competitive sale, the District posts a notice of sale to solicit bids from underwriting firms to purchase its bonds. Firms that are interested go through the above-mentioned process and the District sells the bonds to the firm offering the lowest interest cost bid.

With a negotiated sale, the underwriter also follows the above-mentioned process, but the process is more dynamic and hands-on. During the pre-market/sale phase, the underwriter solicits feedback from potential investors, which is generally very helpful in making adjustments to the bond structure. Additionally, on the day prior to and the day of the actual sale of the bonds, interest rates from recent comparable issues are provided to the District to demonstrate that the rates proposed for the District's bonds are in line with current market conditions. In Los Angeles County, this occurs in conjunction with a conference call which includes representatives from the L.A. County Treasurer's Office.

Next Steps:

Following discussion of this agenda item, staff, in conjunction with Mr. Casnocha, will prepare a bond issuance resolution (noting the use of either a negotiated or competitive bond sale strategy) for consideration by the Board of Education at its meeting on July 12.

TO: BOARD OF EDUCATION

DISCUSSION

06/28/07

FROM: DIANNE TALARICO / TIMOTHY R. WALKER /
LAUREL SCHMIDT

Previously

05/17/07

RE: REVISE POLICY 5121 - GRADES/EVALUATION OF STUDENT
ACHIEVEMENT

DISCUSSION ITEM NO. D.02

It is recommended that the Board of Education revise Board Policy 5121 - Grades/Evaluation of Student Achievement. These revisions are recommended by CSBA.

Attachment:

- Board Policy 5121 - Grades/Evaluation of Student Achievement

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<u>NUMBER</u>	<u>ARTICLE</u>	<u>TITLE</u>		
5121	Students	Grades/Evaluation of Student Achievement		
<u>SUBTOPIC</u>	<u>POLICY</u>	<u>REGULATION</u>	<u>EXHIBIT</u>	
Progress and Student Records	x			

DETAIL

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

Teachers shall evaluate a student's work in relation to standards which apply to all students at his/her grade level, not in relation to the work of other students in one particular class. The Superintendent or designee shall establish and regularly evaluate a uniform grading system, and principals shall ensure that student grades conform to this system. Teachers shall inform students and parents/guardians how student achievement will be evaluated in the classroom.

Grades should be based on impartial, consistent observation of the quality of the student's work and his/her mastery of course content and objectives. Students shall have the opportunity to demonstrate this mastery through a variety of channels such as, but not limited to, classroom participation, homework, tests and portfolios. The Board recognizes that portfolios may be especially useful in assessing how skills, knowledge and thought processes have been combined from a number of different subject areas. The intent is to allow students to show mastery in a way that best matches their learning style and using a number of modalities. Behavior, effort and attendance shall be reported in separate evaluations, not in the student's academic grade.

A. Unexcused Absences

If a student misses class without an excuse and does not subsequently turn in homework, take a test or fulfill another class requirement which he/she missed, the teacher may lower the student's grade for nonperformance.

Students with excessive unexcused absences (10 absences per grading period) may be given a failing grade and not receive credit for the class(es). Teachers who withhold class credit for this reason shall so inform the class and parents/guardians at the beginning of the semester.

Proficiency standards adopted for ~~regular~~ general educational programs may be appropriate for special education students. ~~Differential standards and/or assessments~~ Instructional program modifications, including assessments may be appropriate for special education students who are not able to attain the district's regular proficiency standards.

The Individualized Education Program (IEP) team shall determine whether a student with exceptional needs has the abilities to attain the district's regular proficiency standards with appropriate educational services and support. When necessary, the IEP team may ~~shall develop differential proficiency standards and/or assessments appropriate to the student's needs and potential~~ modify the student's instructional program to allow the student to access the district's regular proficiency standards. Grades and evaluation of the student's achievement shall be based on the ~~provisions made for differential standards and/or assessments~~ modified program.

No student shall be classified as eligible for ~~differential standards of proficiency~~ a modified program for the purpose of circumventing the legal requirement to maintain academic eligibility for extracurricular or cocurricular activities. (Education Code 35160.5)

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

REFERENCE

EDUCATION CODE

- 48070 Promotion and retention
- 48431.6 Required systematic review
- 49066 Grades; finalization; physical education class
- 49067 Mandated regulations regarding pupil's achievement

UNITED STATES CODE, TITLE 20

- 6101-6251 School-to-Work Opportunities Act of 1994
- Johnson v. Santa Monica-Malibu Unified School District Board of Education (App. 2 Dist. 1986) 224 Cal. Rptr. 885, 179 C.A. 3d 593

MANAGEMENT RESOURCES

CDE PUBLICATIONS

It's Elementary!, Elementary Grades Task Force Report, 1992

ADOPTED

December 10, 1998

REVISED

xxxxxxxxxx
June 1, 2000

CSBA DATE

October, 1995

DISTRICT GOAL

Quality Education for All

TO: BOARD OF EDUCATION

DISCUSSION

06/28/07

FROM: DIANNE TALARICO / TIMOTHY R. WALKER /
LAUREL SCHMIDT

Previously

05/17/07

RE: DELETE POLICY 5123.2 - UNIFORM GRADING SYSTEM, JUNIOR
HIGH SCHOOLS

DISCUSSION ITEM NO. D.03

It is recommended that the Board of Education delete Board Policy 5123.2 - Uniform Grading System, Jr. High Schools because the district no longer has Junior High Schools. CSBA addresses grading in BP 5121 - Grades/Evaluation of Student Achievement. The Board last revised BP 5121 on June 1, 2000.

Attachment:

- Board Policy 5123.2 - Uniform Grading System, Jr. High Schools

TO: BOARD OF EDUCATION

DISCUSSION

06/28/07

FROM: DIANNE TALARICO / TIMOTHY R. WALKER /
LAUREL SCHMIDT

Previously

05/17/07

RE: REVISE POLICY 5131.7 - WEAPONS AND DANGEROUS
INSTRUMENTS

DISCUSSION ITEM NO. D.04

It is recommended that the Board of Education revise Board Policy 5131.7 - Weapons and Dangerous Instruments to include language on the use of pepper spray and the reporting of dangerous objects. These revisions are recommended by CSBA.

Attachment:

- Policy 5131.7 - Weapons and Dangerous Instruments

New text in underline
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<u>NUMBER</u>	<u>ARTICLE</u>	<u>TITLE</u>		
5131.7	Students	Weapons and Dangerous Instruments		
<u>SUBTOPIC</u>	<u>POLICY</u>	<u>REGULATION</u>	<u>EXHIBIT</u>	
Activities	x			

DETAIL

The Board of Education desires students and staff to be free from the fear and danger presented by firearms and other weapons. The Board therefore prohibits ~~students~~ any person other than authorized law enforcement or security personnel from possessing weapons, imitation firearms, or dangerous instruments of any kind in school buildings, on school grounds or buses, or at a school-related or school-sponsored activity away from school, or while going to or coming from school.

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

Students possessing or threatening others with a weapon, dangerous instrument or imitation firearm are subject to suspension and/or expulsion in accordance with law, Board policy and administrative regulations.

For instances involving a firearm, expulsion shall be for no less than one year.

The principal or designee shall notify law enforcement authorities when any student possesses a weapon or commits any act of assault with a firearm or other weapon. (20 USC 8922, 20 USC 7151, Education Code 48902, Penal Code 245, 626.9, 626.10)

A.—Possession of Pepper Spray

The Board recognizes that students' age 16 or older may legally possess tear gas or tear gas weapons such as pepper spray for the purpose of self-defense. However, to prevent potential misuse that may harm students or staff, students are prohibited from carrying such items on campus or at school activities.

Reporting of Dangerous Objects

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

REFERENCE

Legal Reference:

EDUCATION CODE

35291 Governing board to prescribe rules for discipline of the schools
48900 Grounds for suspension/expulsion
48902 Notification of law enforcement authorities
48915 Required recommendation for expulsions
48916 Readmission
49330-49335 Injurious objects

PENAL CODE

245 Assault with deadly weapon
417.4 Imitation firearm; drawing or exhibiting
626.9 Gun-Free School Zone Act of 1995
626.10 Dirks, daggers, knives, razor or stun gun; bringing or possessing in school or on school grounds; exception
653k Soliciting a minor to commit certain felonies
12001 Control of deadly weapons
12020-12036 Unlawful carrying and possession of concealed weapons
12220 Unauthorized possession of a machinegun
12401 Tear gas
12402 Tear gas weapon
12403.7 Weapons approved for self defense
12403.8 Minors 16 or over; tear gas and tear gas weapons
12555 Imitation firearms
UNITED STATES CODE, TITLE 20
6301-7941 No Child Left Behind Act; especially:
7151 Gun-Free Schools Act

MANAGEMENT RESOURCES

CDE COMMUNICATIONS

0401.01 Protecting Student Identification in Reporting Injurious Objects

CSBA PUBLICATIONS

911: A Manual for Schools and the Media During a Campus Crisis, 2001

Protecting Our Schools: Governing Board Strategies to Combat School Violence, 1999

WEB SITES

California Attorney General's Crime and Violence Prevention Center: <http://www.safestate.org>

California Department of Education, Safe Schools: <http://www.cde.ca.gov/ls/ss>

CSBA: <http://www.csba.org>

National Alliance for Safe Schools: <http://www.safeschools.org>

National School Safety Center: <http://www.nsscl.org>

U.S. Department of Education, Safe Schools:

<http://www.ed.gov/about/offices/list/osers/osep/gtss.html>

ADOPTED

October 29, 1998

REVISED

April 1, 2004

CSBA DATE

July 2004

DISTRICT GOAL

Quality Education for All

TO: BOARD OF EDUCATION

DISCUSSION

06/28/07

FROM: DIANNE TALARICO / TIMOTHY R. WALKER /
LAUREL SCHMIDT

Previously

05/17/07

RE: DELETE BOARD POLICY 5131.8 - USE OF PEPPER SPRAY

DISCUSSION ITEM NO. D.05

It is recommended that the Board of Education delete Board Policy 5131.8 - Use of Pepper Spray (5-12-86) because this is no longer a separate policy under CSBA guidelines. The use of pepper spray is addressed in Revised BP 5131.7, as recommended by CSBA.

Attachment:

- Policy 5131.8 - Use of Pepper Spray

THIS POLICY TO BE **DELETED**

New text in underline

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<u>NUMBER</u>	<u>ARTICLE</u>	<u>TITLE</u>
5131.8	Students	Use of Pepper Spray

<u>SUBTOPIC</u>	<u>POLICY</u>	<u>REGULATION</u>	<u>EXHIBIT</u>
	*		

DETAIL

~~No student, regardless of age, may possess a tear gas weapon (pepper spray) while taking part in the regular school day, or in an extracurricular school activity such as athletic events, club activities and school dances. These weapons are prohibited at all times, whether or not the school activity is on Santa Monica-Malibu Unified School District property~~

~~Although Penal Code Section 12403.7 and Section 12403.8 authorize a person 16 years of age or older to possess and carry a tear gas weapon, the District maintains complete authority over the possession of tear gas weapons on school sites. School administrators are directed to advise students of this prohibition and that appropriate disciplinary action will be taken should any student be found in possession of such a weapon under prohibited circumstances.~~

REFERENCE

~~LEGAL REFERENCE:~~

~~Education code
35160 Authority of governing boards
commencing January 1, 1976~~

MANAGEMENT RESOURCES

<u>ADOPTED</u>	<u>REVISED</u>	<u>CSBA DATE</u>
----------------	----------------	------------------

~~January 27, 1994~~

DISTRICT GOAL

TO: BOARD OF EDUCATION

DISCUSSION

06/28/07

FROM: DIANNE TALARICO / CHIUNG-SALLY CHOU

Previously

05/17/07

RE: NEW POLICIES RELATING TO TECHNOLOGY: 0440, 4040,
6162.7, 6163.4, 6163.1

DISCUSSION ITEM NO. D.06

It is recommended that the Board of Education review the attached policies for adoption. Some of these policies are required as conditions for the acceptance of technology grants under Title II, Part D of the No Child Left Behind Act and the funding under the School and Library Improvement Block Grant as well as enforcing the operation of technology protection measures (Children's Internet Protection Act and HR 4577 - Internet safety policy).

Attached are the new policies:

- 0440 - District Technology Plan
- 4040 - Employee Use of Technology
- 6162.7 - Use of Technology in Instruction
- 6163.4 - Student Use of Technology
- 6163.1 - Library Media Centers

THIS IS A **NEW POLICY**

New text in underline
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<u>NUMBER</u>	<u>ARTICLE</u>	<u>TITLE</u>
0440	Instruction	District Technology Plan

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

DETAIL

The Board of Education recognizes that technology can greatly enhance the instructional program as well as the efficiency of district and school site administration. The Board also realizes that careful planning is essential to ensure the successful, equitable and cost-effective implementation of technology-based materials, equipment, systems and networks.

The Superintendent or designee shall develop a plan to address the short-and long-term technology needs of the district and provide for compatibility of resources among school sites, district offices, and other district operations. As a basis for this plan, he/she shall examine and compare the costs and benefits of various resources and shall identify the blend of technologies and level of service necessary to support the instructional program.

The Superintendent or designee may appoint a technology committee to assist with the above investigations and determinations.

REFERENCE

Legal Reference:
EDUCATION CODE
[10550-10555](#) Telecommunications standards
[51006](#) Computer education and resources
[51007](#) Programs to strengthen technological skills
[51865](#) California distance learning policy
[51870-51874](#) Educational Technology
[60010](#) Instructional materials definitions
[66940-66941](#) Distance learning
UNITED STATES CODE, TITLE 20
[6751-6777](#) Enhancing Education Through Technology Act, No Child Left Behind Act, Title II, Part D

MANAGEMENT RESOURCES

CDE PUBLICATIONS
The California Master Plan for Educational Technology, 1992
K-12 Network Technology Planning Guide: Building the Future, 1994

<u>ADOPTED</u>	<u>REVISED</u>	<u>CSBA DATE</u>
XXXXXX		June 1995

THIS IS A **NEW POLICY**

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<u>NUMBER</u>	<u>ARTICLE</u>	<u>TITLE</u>
4040	Personnel	Employee Use of Technology

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

DETAIL

The Governing Board recognizes that technology can greatly enhance employee performance by improving access to and exchange of information, offering effective tools to assist in providing a quality instructional program, and facilitating district and school operations. The Board expects all employees to learn to use the available technological resources that will assist them in the performance of their job responsibilities. As needed, employees shall receive training in the appropriate use of these resources.

Employees shall be responsible for the appropriate use of technology and shall use the district's technological resources only for purposes related to their employment. Such use is a privilege that may be revoked at any time.

Employees should be aware that computer files and communications over electronic networks, including e-mail and voice mail, are not private. These technologies shall not be used to transmit confidential information about students, employees or district operations without authority.

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that prevents access to visual depictions that are obscene or child pornography, and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measures during use by an adult to enable access for bona fide research or other lawful purpose.

To ensure proper use of the system, the Superintendent or designee may monitor the district's technological resources, including e-mail and voice mail systems, at any time without advance notice or consent. If passwords are used, they must be known to the Superintendent or designee so that he/she may have system access.

The Superintendent or designee shall establish administrative regulations which outline employee obligations and responsibilities related to the use of technological resources. Inappropriate use shall result in a cancellation of the

employee's user privileges, disciplinary action and/or legal action in accordance with law, Board policy and administrative regulations.

The Superintendent or designee shall provide copies of related policies, regulations and guidelines to all employees who use the district's technological resources. Employees shall be asked to acknowledge in writing that they have read and understood these policies, regulations and guidelines.

In the event that the use of an electronic resource affects the working conditions of one or more employees, the Superintendent or designee shall notify the employees' exclusive representative.

REFERENCE

Legal Reference:

EDUCATION CODE

51870-51874 Education technology

GOVERNMENT CODE

3543.1 Rights of employee organizations

PENAL CODE

502 Computer crimes, remedies

632 Eavesdropping on or recording confidential communications

UNITED STATES CODE, TITLE 47

254 Universal service discounts (E-rate)

CODE OF FEDERAL REGULATIONS, TITLE 47

54.520 Internet safety policy and technology protection measures, E-rate discounts

UNITED STATES CODE, TITLE 20

6751-6777 Enhancing Education Through Technology Act, No Child Left Behind Act, Title II, Part D

6777 Internet Safety

MANAGEMENT RESOURCES

CDE PUBLICATIONS

K-12 Network Technology Planning Guide: Building the Future, 1994

CDE PROGRAM ADVISORIES

1223.94 Acceptable Use of Electronic Information Resources

WEB SITES

CDE: <http://www.cde.ca.gov>

CSBA: <http://www.csba.org>

Federal Communications Commission: <http://www.fcc.gov>

U.S. Department of Education: <http://www.ed.gov>

American Library Association: <http://www.ala.org>

ADOPTED

REVISED

CSBA DATE

July 2001

DISTRICT GOAL

Quality Education for All

THIS IS A **NEW POLICY**

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<u>NUMBER</u>	<u>ARTICLE</u>	<u>TITLE</u>	
<u>6162.7</u>	<u>Instruction</u>	<u>Use of Technology in Instruction</u>	
<u>SUBTOPIC</u>	<u>POLICY</u>	<u>REGULATION</u>	<u>EXHIBIT</u>
<u>Curriculum</u>	<u>X</u>		

DETAIL

The Governing Board encourages the instructional use of computers, videotapes, interactive videodisks, distance learning, cable television and other technologies. The Board perceives that these technologies:

- Give students new ways to access information and practice skills
- Help teachers meet a wide range of learning styles
- Enable teachers to move from whole-class instruction to mixture of small-group and individualized instruction
- Help students develop reasoning and problem-solving abilities
- Will be a part of students' everyday lives

The Board recognizes that trained teachers are needed to make the best use of the district's technology. Teachers and instructional aides shall receive training in using the technologies available to them. All district schools shall have the opportunity to obtain computers, software and other equipment.

The district's educational software shall be carefully selected and evaluated so as to meet the teachers' and students' needs and conform with district policy and regulations.

REFERENCE

MANAGEMENT RESOURCES

<u>ADOPTED</u>	<u>REVISED</u>	<u>CSBA DATE</u>
xxxxxxxx		

THIS IS A **NEW POLICY**

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<u>NUMBER</u>	<u>ARTICLE</u>	<u>TITLE</u>		
6163.4	Instruction	Student Use of Technology		
<u>SUBTOPIC</u>	<u>POLICY</u>	<u>REGULATION</u>	<u>EXHIBIT</u>	
Technology	X			

DETAIL

Computers and other technologies are used to support learning and to enhance instruction. Computer networks allow people to interact with many computers. The Internet, a network of networks, allows people to interact with hundreds of thousands of networks and computers. The Governing Board of the Santa Monica-Malibu Unified School District intends that technological resources provided by the district be used in a responsible, efficient, ethical, and legal manner in support of the instructional program and for the advancement of student learning.

The Superintendent or designee shall notify students and parents/guardians about authorized uses of district computers, user obligations and responsibilities, as well as consequences for unauthorized use and/or unlawful activities.

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that blocks or filters Internet access to visual depictions that are obscene, child pornography, or harmful to minors that the operation of such measures is enforced. The Board desires to protect students from access to inappropriate matter on the Internet or other on-line services. The Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet. He/she also shall establish regulations to address the safety and security of students and student information when using electronic mail, chat rooms, and other forms of direct electronic communication. Staff shall supervise students while they are using on-line services and may ask teacher assistants and student assistants to assist in this supervision.

Before using the district's on-line resources, each student and his/her parent/guardian shall sign and return an Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student and his/her parent/guardian shall agree to not hold the district or any district staff responsible for the failure of any technology protection measures,

violations of copyright restrictions, or users' mistakes or negligence. They shall also agree to indemnify and hold harmless the district and district personnel for any damages or costs incurred.

In order to help ensure that the district adapts to changing technologies and circumstances, the Superintendent or designee shall regularly review this policy, the accompanying administrative regulation, and other relevant procedures. He/She shall also monitor the district's filtering software to help ensure its effectiveness.

REFERENCE

MANAGEMENT RESOURCES

ADOPTED

REVISED

CSBA DATE

xxxxxxxx

THIS IS A **NEW POLICY**

New text in underline

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<u>NUMBER</u>	<u>ARTICLE</u>	<u>TITLE</u>	
6163.1	Instruction	Library Media Centers	
<u>SUBTOPIC</u>	<u>POLICY</u>	<u>REGULATION</u>	<u>EXHIBIT</u>
Curriculum	X		

DETAIL

The Governing Board recognizes that school library media centers support the educational program by providing access to a variety of informational resources. The Board desires to provide library media centers with up-to-date books, reference materials, and electronic information resources necessary to promote literacy, support students in achieving academic standards, and encourage students to become lifelong learners.

School libraries shall be open for use by students and teachers during the school day.

Any school library open outside the school day, such as evenings and/or Saturdays, shall be under the supervision of a certificated employee.

The district's school libraries may provide:

1. Library instruction to students that enables them to become proficient users of library resources
2. Information to teachers and administrators concerning sources and availability of instructional materials that will aid in the development of school curriculum, and, in cooperation with classroom teachers, the development of instructional units and activities using library resources
3. Assistance to teachers and students in the evaluation, selection, production, and uses of instructional materials
4. A collection of materials and resources that support the curriculum and are appropriate for user needs
5. Assistance to teachers, administrators, and other school staff members in becoming knowledgeable about appropriate uses of library media services, materials, and equipment

The Superintendent or designee shall develop procedures for the selection and evaluation of library materials.

Whenever a school receives state funding for school and library improvement pursuant to Education Code 41570-41573, the school site council shall develop a single plan for student achievement which incorporates a Districtwide plan for school libraries.

In developing the Districtwide plan, the Superintendent or designee is encouraged to consult with school library media teachers, classroom teachers, administrators, parents/guardians, and students as appropriate in the development of the plan.

The Districtwide library plan shall describe the district's vision and goals for the district's libraries and action steps including how funds will be distributed to school sites. As appropriate, the plan may also address staffing, facilities, selection and evaluation of materials, prioritization of needs, and other related matters.

When state funding is available for library materials in grades K-4 classrooms, the Superintendent or designee shall develop, for certification by the Board, a Districtwide classroom library plan grades K-4. The plan shall include a means of preventing loss, damage, or destruction of the materials.

The Superintendent or designee is encouraged to consult with primary grade teachers and school and/or county office of education library media teachers in the development of the plan for Grades K-4 and to consider selections from the list of books recommended by the State Librarian pursuant to Education Code 19336.

Responsibility for the selection of library materials is delegated to the professional library staff through the principal. School librarians shall evaluate materials, using professional selection aids and standards, in accordance with law, Board policy, and administrative regulation. The selection process shall invite recommendations from administrators, teachers, other staff, parents/guardians, and students as appropriate.

Library materials shall be continually evaluated in relation to evolving curricula, new formats of materials, new instructional methods, and the needs of students and teachers. Materials that contain obsolete subject matter or are no longer appropriate shall be removed, and lost or worn materials may be replaced if possible.

Complaints regarding the appropriateness of library materials shall be addressed using the district's procedures for complaints regarding instructional materials.

Students shall be allowed to borrow school library materials at no charge for use in the library and classrooms as well as out of school. To encourage students to return materials in a timely manner, a nominal fee may be charged for the later return of materials.

The district shall, on or before August 31 each year, report to the California Department of Education on the condition of school libraries for the preceding year ending June 30.

REFERENCE

MANAGEMENT RESOURCES

ADOPTED

REVISED

CSBA DATE

xxxxxxxx

TO: BOARD OF EDUCATION
FROM: DIANNE TALARICO / CHIUNG-SALLY CHOU
RE: REVISE POLICY 6158 - INDEPENDENT STUDY

DISCUSSION
06/28/07
Previously
05/17/07

DISCUSSION ITEM NO. D.07

It is recommended that the Board of Education review revisions to current Policy 6158 - Independent Study. The attached changes allow for independent study to include physical education as long as the students meet the minimum required instructional minutes and that the state standards of physical education are met for the specific grade level.

Attached is the revised policy:

- 6158 - Independent Study

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

<u>NUMBER</u>	<u>ARTICLE</u>	<u>TITLE</u>		
6158	Instruction	Independent Study		
<u>SUBTOPIC</u>	<u>POLICY</u>	<u>REGULATION</u>	<u>EXHIBIT</u>	
Instructional Arrangements	X			

DETAIL

The Governing Board authorizes independent study as an optional alternative instructional strategy by which students in grades K 12 and adult education may reach curriculum objectives and fulfill graduation requirements. Independent study shall offer a means of individualizing the educational plan for students whose needs may be met best through study outside of the regular classroom setting. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

Additionally, the Board desires to ensure that students are also physically fit and leading active lives and wishes to provide the students with expanded opportunities for access to alternative ways of meeting the physical education requirements. Education Codes 51210 and 51210.1 mandate not less than 200 minutes each 10 school days in grades 1-8; and not less than 400 minutes each 10 school days in grades 9 - 12 (for a total of 2 years).

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction, thus enabling students enrolled in independent study to complete the district's adopted course of study within the customary time frame. Students in independent study shall have access to the same services and resources as are available to other students in the school.

The Superintendent or designee shall determine that the prospective independent study student understands and is prepared to meet the district's requirements for independent study. Independent study entails a commitment by both the parent/guardian and the student. As the student gets older, he/she assumes a greater portion of the responsibility involved. Independent study may be offered only to students who can achieve in this program as well as or better than they would in the regular classroom.

The Superintendent or designee shall ensure that a written independent study agreement, as prescribed by law, exists for each participating student. (Education Code 51747)

The Board recognizes that independent study may be used as an option to encourage students to remain in school. Teachers should carefully set the duration of independent study assignments, within the limits specified by the Board in order to help identify students falling behind in their work or in danger of failing or dropping out of school.

To foster each student's success in independent study, the Board establishes the following maximum lengths of time which may elapse between the time an assignment is made and date by which the student must complete the assigned work shall be as follows:

1. For students in grades K - 3: 1 week
2. For students in grades 4 - 8: 2 weeks
3. For students in grades 9 - 12: 3 weeks
4. Continuation and adult education 3 weeks

When circumstances justify a longer time, the Superintendent or designee may extend the maximum length of an assignment to a period not to exceed eight weeks, pursuant to a written request with justification.

Supervising teachers should carefully set the duration of independent study assignments, within the limits specified above, and establish an appropriate schedule for student-teacher conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school. Except in unusual circumstances, it is expected that the supervising teacher will meet with each participating student at least once a week to discuss the student's progress.

When any student fails to complete consecutive independent study assignments, in a period of 15 school days, or misses two appointments with his/her supervising teacher without valid reasons, the Superintendent or designee shall conduct an evaluation to determine whether it is in the student's best interest to remain in independent study. Evaluation findings shall be kept in the student's permanent record.

The Superintendent or designee shall annually report to the Board the number of students participating in independent study, the average daily attendance (ADA) generated for apportionment purposes, the quality of these students' work as measured by standard indicators, and the number and proportion of independent study students who graduate or successfully complete independent study.

Home-Based Independent Study

The Superintendent or designees shall encourage parents/guardians desiring to teach their children at home to have their children participate in independent study. Such participation allows continued contact and cooperation between the school system and the home-based student.

Students participating in Home-Based Independent Study shall be enrolled in the District's independent study ~~school~~ program through their home school. Students who complete all requirements for high school graduation shall graduate from ~~the District's independent study school~~ their home school.

REFERENCE

Legal Reference:

EDUCATION CODE

17289 Exemption for facilities

42238 Revenue limits

44865 Qualifications for home teachers and teachers in special classes and schools; consent to assignment

46300-46300.6 Methods of computing ADA

47612.5 Independent study in charter schools

48204 Residency based on parent employment

48206.3 Home or hospital instruction; students with temporary disabilities

48220 Classes of children exempted

48340 Improvement of pupil attendance

48915 Expulsion; particular circumstances

48916.1 Educational program requirements for expelled students

48917 Suspension of expulsion order

51225.3 Requirements for high school graduation

51745-51749.3 Independent study programs

56026 Individuals with exceptional needs

FAMILY CODE

6550 Authorization affidavits

CODE OF REGULATIONS, TITLE 5

11700-11703 Independent study

COURT DECISIONS

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

MANAGEMENT RESOURCES

CDE PUBLICATIONS

Independent Study Operations Manual, 2000 edition

WEB SITES

California Consortium for Independent Study: <http://www.ccis.org>

California Department of Education, Independent Study:

<http://www.cde.ca.gov/sp/eo/is>

ADOPTED

January 7, 1999

REVISED

xxxxxxx

CSBA DATE

March 2005

DISTRICT GOAL

Equal Education for All

INFORMATION ITEMS

TO: BOARD OF EDUCATION

INFORMATION

06/28/07

FROM: DIANNE TALARICO / CHIUNG-SALLY CHOU / MAUREEN BRADFORD

RE: SUPPLEMENTAL TEXTBOOKS

INFORMATION ITEM NO. I.01

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

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

STICKS, written by Joan Bauer. Adoption requested by Jasper Bui from John Adams Middle School for 6th grade Summer Reading.

THE GIRL WHO OWNED A CITY, written by O.T. Nelson. Adoption requested by Jasper Bui from John Adams Middle School for 6th grade Summer Reading.

SANDRY'S BOOK, written by Tamora Pierce. Adoption requested by Jasper Bui from John Adams Middle School for 6th grade Summer Reading.

THE DARK HILLS DIVIDE, written by Parick Carman. Adoption requested by Jasper Bui from John Adams Middle School for 6th grade Summer Reading.

THE AMULET OF SAMARKAND, written by Jonathan Stroud. Adoption requested by Jasper Bui from John Adams Middle School for 6th grade Summer Reading.

THE LIGHTNING, written by Rick Riordan. Adoption requested by Jasper Bui from John Adams Middle School for 6th grade Summer Reading.

TRAVEL TEAM, written by Mike Lupica. Adoption requested by Jasper Bui from John Adams Middle School for 7th grade Summer Reading.

LOSER, written by Jerry Spinelli. Adoption requested by Jasper Bui from John Adams Middle School for 7th grade Summer Reading.

BECOMING NAOMI LEON, written by Pam Munoz Ryan. Adoption requested by Jasper Bui from John Adams Middle School for 7th grade Summer Reading.

SLAM!, written by Walter Dean Myers. Adoption requested by Jasper Bui from John Adams Middle School for 7th grade Summer Reading.

IN DARKNESS. DEATH, written by Dorothy & Thomas Hoobler. Adoption requested by Jasper Bui from John Adams Middle School for 7th grade Summer Reading.

THE SHADOWS OF GHADAMES, written by Joelle Stolz. Adoption requested by Jasper Bui from John Adams Middle School for 7th grade Summer Reading.

CHASING VERMEER, written by Blue Balliett. Adoption requested by Jasper Bui from John Adams Middle School for 7th grade Summer Reading.

THE LOST YEARS OF MERLIN, written by T.A. Barron. Adoption requested by Jasper Bui from John Adams Middle School for 7th grade Summer Reading.

WHEN THE EMPEROR WAS DIVINE, written by Julie Otsuka. Adoption requested by Jasper Bui from John Adams Middle School for 8th grade Summer Reading.

NIGHT HOOPS, written by Carl Deuker. Adoption requested by Jasper Bui from John Adams Middle School for 8th grade Summer Reading.

EAGLE STRIKE, written by Anthony Horowitz. Adoption requested by Jasper Bui from John Adams Middle School for 8th grade Summer Reading.

THE RESTAURANT AT THE END OF THE UNIVERSE, written by Douglas Adams. Adoption requested by Jasper Bui from John Adams Middle School for 8th grade Summer Reading.

MY THIRTEENTH WINTER, written by Samantha Abeel. Adoption requested by Jasper Bui from John Adams Middle School for 8th grade Summer Reading.

ANNE FRANK: THE BIOGRAPHY, written by Melissa Miller. Adoption requested by Jasper Bui from John Adams Middle School for 8th grade Summer Reading.

RUNNING WITH THE RESERVOIR PUPS, written by Colin Bateman. Adoption requested by Jasper Bui from John Adams Middle School for 8th grade Summer Reading.

GIRL IN BLUE, written by Ann Rinaldi. Adoption requested by Jasper Bui from John Adams Middle School for 8th grade Summer Reading.

LETTERS FROM WOLFIE, written by Patti Sherlock. Adoption requested by Jasper Bui from John Adams Middle School for 8th grade Summer Reading.

AUTOBIOGRAPHY OF MY DEAD BROTHER, written by Walter Dean Myers. Adoption requested by Jasper Bui from John Adams Middle School for 8th grade Summer Reading.

WHAT MY MOTHER DOESN'T KNOW, written by Sonya Sones. Adoption requested by Jasper Bui from John Adams Middle School for 8th grade Summer Reading.

PRINTING PRACTICE WORKBOOK, published by Carson-Dellosa. Adoption requested by J. Brown from Franklin Elementary for 1st Grade Language Arts.