

**Santa Monica-Malibu Unified School District
Board of Education Meeting
UPDATE TO THE AGENDA**

October 4, 2007

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- Receipt of recommendation for approval of the proposed settlement cases pursuant to GC §54956.9 (b), as cited in the Brown Act:
DN-1014A-07/08 DN-1035-07/08
EN-1002-07/08

- SMMUSD Board of Education Meeting Schedule 2007-2008
EDIT: Special board meeting added on 10/25/07 (*page 2 of this update*)

MAJOR ITEMS

- A.13 Administrative Appointment
EDIT: Classified Appointment, not Certificated; update to title (*page 3 of this update*)

- A.15 Request for Proposal **Qualifications** in Conjunction with an Independent Review of the District's Special Education Program, Policies, Practices, and Budget
EDIT: New Request for Qualifications (RFQ) replaces Request for Proposals (RFP) (*pages 6-24 of this update*)

INFORMATION ITEMS

- I.01 Small School Task Force Update
EDIT: Names on list of members (*pages 25-27 of this update*)

SW

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	7/19* DO		*Special Meeting
August		8/9 DO		8/23 DO	8/29: Board Retreat
September	9/6 DO			9/27 DO	9/4: Board Retreat 9/29: Closed Session
October	10/4 M		10/18 SM	<u>10/25* DO</u>	10/1: Brd Retreat 10/2: Special Mtg *Special Meeting
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. (3 wks in Dec. prior to 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.

TO: BOARD OF EDUCATION

ACTION/MAJOR

10/04/07

FROM: DIANNE TALARICO / TIMOTHY R. WALKER

RE: ADMINISTRATIVE APPOINTMENT

RECOMMENDATION NO. A.13

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

CERTIFICATED CLASSIFIED APPOINTMENT

Effective

Janece Maez

10/08/07

Assistant Superintendent, Business and Fiscal Services
and Chief Financial Officer

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/MAJOR

10/04/07

FROM: DIANNE TALARICO

RE: REQUEST FOR PROPOSAL IN CONJUNCTION WITH AN
INDEPENDENT REVIEW OF THE DISTRICT'S SPECIAL EDUCATION
PROGRAM, POLICIES, PRACTICES, AND BUDGET

RECOMMENDATION NO. A.15

It is recommended that the Board of Education approve the attached Request for Proposal document and direct staff to begin the process of soliciting proposals from potential vendors/ service providers to conduct the independent review of the district's Special Education program, policies, practices, and budget.

Based on the past commitment of the Board of Education to have an independent review of Special Education performed, and in association with the Resolution adopted by the board addressing the requests of the Santa Monica City Council, the district will be advertising and distributing a Request for Proposal (RFP) to perform the work identified in the attached document.

In order to meet the March 31, 2008, deadline, as established by the City Council of the city of Santa Monica, the following timeline is proposed:

Issue RFP	October 5, 2007
Pre-proposal Conference	November 2, 2007
Receive Proposals	November 16, 2007
Complete Evaluation	December 3, 2007
Pre-award Conference with Successful Vendor/ Service Provider	December 5, 2007
Award Contract	December 13, 2007
Completion of Review and Submittal of Final Report	March 2008

Proposals will be sent to the California Department of Education, the Los Angeles County Office of Education, the Orange County Office of Education, the Financial Crisis Management Assistance Team (FCMAT), Total School Solutions and School Services of California (SSC), as well as other identified agencies capable of performing the functions of the RFP.

Interested parties who submit a proposal will have their paperwork reviewed by the Superintendent and, at the discretion of the Superintendent, any other parties identified by the Superintendent.

The current activity schedule provides for Board of Education formal consideration and action related to the RFP at the Board of Education Meeting to be held on October 4, 2007.

COMMENT: This item came before the board on September 27, 2007,
as *Discussion Item No. D.03*.

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

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

REQUEST FOR QUALIFICATIONS (RFQ)

**INDEPENDENT REVIEW OF THE DISTRICT'S SPECIAL EDUCATION PROGRAM,
POLICIES, PRACTICES AND BUDGET**

Pre-Submittal Conference: November 2, 2007 (11:00 a.m.)

Submittals Due By: November 16, 2007 (3:00 p.m.)

Submit To: SMMUSD
Office of the Superintendent
1651 16th Street
Santa Monica, CA 90404-3891

RFQ Issued on October 5, 2007

Office of the Superintendent

1. INTRODUCTION

This Request for Qualifications (*RFQ*) contains specifications and related documents for an independent review of five aspects of Special Education in SMMUSD: SELPA Plan, Program, policies, practices and budget. This RFQ and all subsequent modifications thereto are hereby designated as the sole reference and authority for the preparation of submittals.

This RFQ shall not be construed, (1) to create an obligation on the part of the School District to enter into a contract with any firm or service provider, or (2) to serve as the basis for a claim for reimbursement for expenditures related to the development of a submittal.

Notwithstanding other provisions of the RFQ, outside agencies and organizations are hereby advised that this request is a solicitation of qualifications only. It is not intended, nor is it to be construed, as the engaging in formal competitive bidding pursuant to any statute, ordinance, policy or regulation.

2. BACKGROUND

2.1 Overview of Santa Monica-Malibu Unified School District (*SMMUSD*)

The District serves approximately 11,700 students (Grades Pre-K to 12) in the communities of Santa Monica and Malibu. The District maintains eleven elementary schools, three middle schools and two high schools, multiple pre-schools, one continuation high school, a Community Day School and an Adult Education Program.

The District is financed primarily by apportionments from the state and taxes received from local property owners. The 2007-08 budget is approximately \$120 million in the general fund. The accounting system is maintained on a modified accrual basis.

Attachment A displays a composite of the 2007-08 General Fund Budget. An historical summary of Special Education Program revenues and expenditures (including the 2007-08 Budget) is provided for reference in Attachment B.

The work to be performed by the vendor or service provider conducting the independent review of five aspects of Special Education in SMMUSD: SELPA Plan, Program, policies, practices and budget is described in Section 4 of this Request for Qualifications. Qualified firms are invited to provide submittals in response to this request. As the review will require expertise in Special Education programs, associated legal aspects and finance, a “team” approach to this undertaking is suggested.

3. INFORMATION AND GENERAL CONDITIONS

3.1 Preparation of Submittal Documents

Six (6) sealed copies, one original and five copies, of the submittal shall be provided by no later than 3:00 p.m. on November 16, 2007. Submittals shall be delivered to the attention of Dianne Talarico, Superintendent, 1651 16th Street, Santa Monica, CA 90404-3891.

It is the sole responsibility of the service provider/vendor to see that the submittal is delivered on time. Submittals received after 3:00 p.m. on November 16, 2007 will be returned unopened to the submitting firm.

3.2 Signature

The submittal must be signed by the person authorized to sign on behalf of the vendor or service provider.

3.3 Completion of the RFQ

The RFQ shall be complete in all respects as required by the instructions herein. The RFQ submittal may be rejected if it is conditional or incomplete. The RFQ submittal will be rejected if, in the opinion of the Superintendent, the information contained therein was intended to erroneously mislead the District in its evaluation.

3.4 Erasures

The submittal must not contain erasures, interlineations, or other corrections unless each correction is authenticated by signing in the margin immediately opposite the correction the name of the person signing the submittal.

3.5 Examination of Contract Documents

Vendors or service providers shall thoroughly examine the contents of the RFQ. The failure or omission of any vendor or service provider to receive or examine any contract documents, form, instrument, addendum, or other document shall in no way relieve the vendor or service provider from obligations with respect to the RFQ or to the contract to be awarded. The providing of a submittal shall be taken as prima facie evidence of compliance with this Section.

If the vendor or service provider discovers any ambiguity, conflict, discrepancy, omission, or other errors in the RFQ, they shall immediately notify the Superintendent of the error and request modification or clarification of the document. Clarifications shall be given by written notice to all vendors or service providers participating in the RFQ, without divulging the source of the request. Modifications shall be made by addendum issued pursuant to Section 3.6 below.

If a vendor or service provider fails to notify the Superintendent of an error in the RFQ before the date scheduled for submission, or of any error which reasonably should have been known to them, they shall provide the submittal at their own risk. If the contract is awarded to the vendor or service provider, they shall not be entitled to additional compensation or time by reason of the error or its subsequent detection.

3.6 Addenda

The Superintendent may modify this RFQ before the date scheduled for submission by issuance of an addendum to all parties who received the RFQ for the purpose of providing a submittal. Addenda shall be numbered consecutively as a suffix to the RFQ reference number.

3.7 Modification of RFQ Response

The vendor or service provider may modify their submittal after its submission by written notice to the Superintendent of withdrawal and re-submission before the date and time specified for receipt of the RFQ. Modification will not be considered if offered in any other manner.

3.8 Withdrawal of Submittal

The vendor or service provider may withdraw their submitted RFQ by providing a written request to the Superintendent at any time before the date and time scheduled for submission. The RFQ submittal may not be withdrawn after the submission date and time.

3.9 Rejection of RFQ Submittals

The Superintendent reserves the right to reject any or all submittals received in response to this RFQ.

3.10 Pre-submittal Conference

A Pre-submittal Conference will be held at 11:00 a.m., November 2, 2007 in the Board of Education meeting room at the Santa Monica-Malibu Unified City School's District Office at 1651 16th Street, Santa Monica, CA 90404-3891.

At this conference, vendors/service providers will be given the opportunity to meet with the Superintendent, staff and others to discuss the terms of the RFQ. While this conference is not mandatory, it is recommended that those who intend to respond to the RFQ should be in attendance at this conference. Questions asked during the Pre-submittal Conference, that are pertinent to the Request for Qualifications will also be included in a summary of Minutes from the Pre-submittal Conference. No other individual sessions will be held with any vendor or service provider participating in the Request for Qualifications. Questions that may arise after the Pre-submittal Conference should be directed to the attention of the Superintendent, (310) 450-8338. A written summary of any such questions and the answers to the questions will also be sent to all vendor or service providers participating in the Request for Qualifications.

Special Education and Business Services staff will be available to review the documents with interested vendors or service provider representatives and to answer questions regarding the documents provided.

3.11 Misunderstandings

The RFQ documents will be clarified by the Superintendent upon written request.

3.12 Cost of Preparation

Costs for developing responses to this RFQ are entirely the responsibility of the vendor or service provider and shall not be chargeable to the School District.

3.13 Evaluation of RFQ Submittals

RFQ submittals will be evaluated in accordance with the procedures contained in Section 6. During the evaluation, validation and selection process, the Superintendent may request a meeting with a vendor or service provider representative to request answers to questions or may request that they answer specific questions in writing. The Superintendent may require that vendor or service provider make presentations that are pertinent to the evaluation process.

3.14 Award of Contract

If the contract is awarded, it will be to the responsible vendor or service provider whose submittal is deemed to best meet the needs of the School District. It is anticipated that the contract will be awarded within the thirty (30) day period that submittals are required to remain open. If award cannot be made within that time, vendors or service providers will be requested in writing to extend the time period during which they agree to be bound by their submittal. Written notification will be made to unsuccessful vendors or service providers.

3.15 Errors in Submittals

Vendors or service providers shall be bound by the terms and conditions of their submittals notwithstanding the fact that errors are contained therein. However, if immaterial errors are found, the Superintendent may notify the vendor or service provider of the error(s) and require the correction of error(s).

3.16 Workers' Compensation

In accordance with the provisions of Section 3700 of the Labor Code of the State of California, each vendor or service provider shall sign and file with the School District a certificate of Workers' Compensation coverage before performing the work.

3.17 Contract Documents

Documents included in this RFQ are complementary. Work called for by one shall be binding as if called for by all.

3.18 Related Experience

All vendors or service providers must submit information that indicates specific qualifications to perform requested services as specified herein. Each vendor or service provider shall provide with their submittal, a list of clients for whom they have previously performed such services. The reference list shall include the names and addresses of each client, the names, titles and telephone number of each client's representative and the dates the work was performed. During the evaluation and selection process, the Superintendent may contact each of the reference clients. Vendors or service providers are hereby advised that the Superintendent maintains the sole and exclusive right to determine whether or not they can perform the work to be done. This determination will specifically address the level, background and experience of individuals to be assigned to perform the requested services.

3.19 Tentative Schedule of Events

(Pre-submittal Conference, Evaluation of RFQs by committee and Pre-award conference will be open to the public)

RFQ Available	October 5, 2007
Pre-submittal Conference	November 2, 2007 (11:00 a.m.)
Receive RFQs	November 16, 2007 (3:00 p.m.)
Complete Evaluation of RFQs (including interviews as may be needed)	December 3, 2007
Pre-award Conference with Successful Vendor/Service Provider	December 5, 2007
Award Contract	December 13, 2007
Completion of Review and Submittal of Final Report	March 2008

3.20 Definitions

The term School District as used in these clauses shall be construed to include the Santa Monica-Malibu Unified School District, its Board of Education, and all employees, officers and agents of the School District.

3.21 Covenant Against Contingent Fees

Vendors and/or service providers warrant that no person or selling agency has been employed or retained to solicit or secure the contract to be executed as a result of this Request for Qualifications, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide established commercial or selling agencies maintained by the vendor or service provider for the purpose of securing business.

For breach or violation of this warranty, the School District shall have the right to terminate any contract that may be entered into in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

3.22 Non-Discrimination Clause

Vendors or service providers shall take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, ancestry, handicap, age or national origin. Such action shall include, but may not be limited to the following: employment, upgrading, demotion or transfer recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

3.23 Compliance with Civil Rights

Vendors or service providers hereby assure that they will comply with Subchapter VI of the Civil Rights Act of 1964, USC Sections 2000 e through 2000 e (17) to the end that no person shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement or under any project, program or activity supported by the Agreement.

3.24 Performance Bond

Not required by this RFQ.

3.25 Compensation

The School District shall pay the vendor or service provider an amount not to exceed the maximum cost proposed/negotiated, plus actual and necessary out-of-pocket expenses. Payments shall be made upon receipt of itemized invoices delivered at the conclusion and acceptance of the service provided.

Necessary out-of-pocket expenses do not include interest on loans, costs related to tax payments (including filings, preparation, or penalties), advertising and promotions, legal expenses, insurance premiums, cost of employee meals and lodging, entertainment, gratuities, items of a personal nature, or any expense outside of the ordinary, necessary or reasonable performance of the Agreement.

3.26 Supplemental Compensation and Additional Services

If during the course of the examination, the vendor or service provider finds any unusual item or circumstance that, in their view, warrants an immediate detailed investigation, the same will be reported in writing to the Superintendent. If in the opinion of the Superintendent a more detailed verification is required than that which would be required under ordinary circumstances, written authorization will be provided to the vendor or service provider.

If additional services are required and authorized, the Agreement will be amended to reflect the additional services and supplemental compensation shall be at the established hourly rates.

3.27 Insurance and Indemnification

The vendor or service provider shall maintain, during the term of the Agreement, such general liability and property damage insurance as is required to protect the vendor or service provider and School District, including its officers, agents, and employees, from any and all actions, suits or other proceedings, whether in contract, tort, equity or otherwise, which may arise as a result of the work performed, and any and all claims, injuries, damages, judgments, expenses, attorneys fees which may result therefrom.

Vendor or service provider shall hold harmless and indemnify the School District and all officers, agents and employees of the School District, including its officers, agents, and employees, from and against any and all actions, suits or other proceedings, whether in contract, tort, equity or otherwise, and any and all claims, injuries, damages, judgments, expenses, attorneys fees which may result therefrom, and which may arise as a result of any act, omission, carelessness, negligence, malpractice, or incompetence of the vendor or service provider or the vendor's or service provider's agents or employees, in connection with the

performance of the Agreement.

3.28 Independent Contractor

While performing services pursuant to this Agreement, the vendor or service provider is an Independent Contractor and not an officer, agent or employee of the School District.

3.29 Assignment of Contract

The vendor or service provider shall not assign or transfer, by operation of law or otherwise, any or all of their rights, burdens, duties or obligations without the prior written consent of the School District.

3.30 Conflict of Interest

The vendor or service provider shall adhere to the School District's policies on conflict of interest and any and all statutes and regulations regarding conflict of interest currently in place in the State of California.

3.31 Cancellation

- A. If the vendor or service provider violates any provision of this Agreement, the Superintendent or Superintendent's designee may pursue any legal or equitable remedies available to the School District.
- B. In the event of breach of this Agreement by the vendor or service provider, the School District shall have the right to cancel and terminate the Agreement. In this event, the School District shall thereafter be relieved of all liability under the Agreement and the vendor or service provider shall be liable to the School District for any additional cost in connection with the completion of services as a result of the breach.

3.32 Dispute Resolution

Any dispute or claim between the vendor or service provider and the School District arising out of or related to this Agreement shall be resolved by binding arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

3.33 Choice of Law

This Agreement shall be interpreted according to the laws and regulations of the State of California.

**4. SCOPE OF THE SERVICES INCLUDING FINDINGS
AND RECOMMENDATIONS ASSOCIATED WITH THE FOLLOWING:**

4.1 Special Education Plan

- a. Describe the continuum of placement options for special education students with various disabilities that are offered and provided by the School District.
- b. Describe how the School District operates collaboratively within the SELPA with regard to accessing all available resources and support for special education students.
- c. Describe the efforts taken by the District to ensure that all special education students are provided with access to the same books, materials and curriculum as the general education students.

4.2 Program

- a. Describe the extent to which the School District's Special Education programs are appropriate in view of IDEA, LRE, curriculum and instruction. Identify areas in need of improvement.
- b. Describe the level of support that is provided to programs in relation to human resources. Are they staffed adequately with administrators, certificated and classified personnel?
- c. Describe the professional development that is provided to District staff. Is the District provided PD relevant, research-based and available to staff on a regular basis?
- d. Describe the availability of and access to technology for students with disabilities. Do IEP teams review the potential need of assistive technology during the IEP process? Are assistive technology assessments performed for students determined by the District to require further evaluation?

4.3 Policies

- a. Describe whether the School District written policies are consistent with Federal and State laws and mandates.
- b. Describe how special education written policies are shared in an efficient and comprehensive manner with all site administrators and special education teachers.
- c. Identify whether special education written policies are implemented consistently throughout the School District. What efforts could be taken to demonstrate improvement in this area?
- d. Describe the guidelines and procedures that set forth the coordination of services for the Extended School Year (ESY).
- e. Describe the steps taken by Administrators when a teacher refers a child to special education.
- f. Describe the access that is available to students with IEP's to after school activities and field trips. Do they have access to school sponsored activities?

4.4 Practices / Settlement Agreements

- a. Are settlement agreements produced and implemented within the guidelines of the law?
- b. Describe how the current practice of creating settlement agreements in the School District compares to the practices of other school districts in the region.
- c. Do other districts conduct settlement agreements where the services agreed to are not subsequently written into the student's IEP?
- d. Is there a legal requirement to implement a Settlement Agreement if the child moves out of their geographical boundaries of the School District?
- e. Is the use of confidentiality clauses in settlement agreements legal and considered a common practice? What other Districts in Los Angeles County use these clauses?
- f. In regard to settlement agreements, are there "industry standard" best practices that would benefit the School District?
Do Principals have authority over students with IEP's and specialists on their campuses? What steps does the District take to support the Principals in addressing Special Education programs and staff on their sites?
- g. What is the percentage of students with Disabilities that are educated with general education students for more than fifty percent of the school day? Has that percentage increased or decreased over the last three years?

4.5 Financial

- a. Describe the extent to which School District funds are utilized appropriately with regard to programming, staffing, professional development and NPA/NPS expenditures?
- b. What is the trend in the District in expenditure in NPA and NPS services? Describe those areas where dependence on outside services is the greatest and where costs are highest. Include OT, PT, Speech and Behavior Therapy.
- c. Describe the District expenditure on teacher training, including any training for general education teachers on accommodations and modifications.

- d. What is the trend in legal costs to the district associated with special education mediations and due process?
- e. Has the School District established and implemented appropriate cost containment procedure with regard to special education programs?
- f. Are the services that are contracted with outside providers cost effective for the School District, or should the School District consider alternative delivery models?
- g. Is the School District maximizing its revenues from all Federal, State, and other sources?

4.6 Confidentiality of Student and Employee Information

All personally identifiable student and School District staff information obtained by or furnished to the vendor or service provider, and all Reports or materials containing such information prepared or assembled by the vendor or service provider, shall be kept strictly confidential by the vendor or service provider and shall not be provided or disclosed to any third party without the express written permission of the Superintendent or the Superintendent's designee. The vendor or service provider shall limit access to such material in its control to those of its employees performing services pursuant to this Agreement strictly on a need to know basis. The vendor or service provider shall restrict its use of information to its performance under this Agreement and shall return all such material to the School District upon completion of the services herein.

4.7 Vendor or Service Provider Reports

The report to be submitted should address, in narrative form, each of the "Scope of Work" areas outlined in Sections 4.1 to 4.5. Graphs and/or charts should be included, as appropriate, to clarify findings and/or recommendations. There should be a clear "Statement of Findings" and "Recommendations" for each Section.

4.8 Executive Summary

The report should include an "Executive Summary", which will provide the reader with a clear understanding of the overall conclusions reached in the report.

4.9 Working Papers

As appropriate, supportive interview notes (with reference only as to "parent", "staff member" and position but no reference to name) should be included as an appendix to the report.

4.10 Resources to be Provided by the School District

The School District will assist with the scheduling of interviews with parents of Special Education students, members of the Special Education District Advisory Committee (*SEDAC*), Special Education staff (including Teachers, Instructional Assistants, etc.), Fiscal Office Staff, Administrative Staff, etc.

Notes:

(1) Staff Assistance - The School District shall assign appropriate staff to assist the vendor or service provider by providing required information and explanations. Staff of the Special Education and Business Services departments will be assigned as needed to assist the vendor or service provider in field work and to provide information which is pertinent to the work of the vendor or service provider.

(2) Working Space - The School District shall provide vendor or service provider with working space for a maximum of four (4) persons. Requests for space shall be directed to the attention of the Assistant Superintendent, Fiscal & Business Services/Chief Financial Officer.

5. RESPONSE REQUIREMENTS

5.1 General

All responses to the RFQ shall be submitted in the format as specified. Provide a complete response to each request for information. Responses to this Section of the Request for Qualifications will be used by the Superintendent to determine the successful vendor or service provider.

5.2 Title Page

Indicate the Request for Qualifications Title being provided, the name of the firm, local address, the name of the firm's contact person for the purpose of this RFQ, the telephone number of the contact person and the date.

5.3 Table of Contents

Include a clear identification of the material included in the firm's response by section and by page number.

5.4 Letter of Transmittal

Summarize understanding of the work to be done. Indicate the names of the persons who will be authorized to make representations on the part of the firm, their titles, addresses and telephone numbers. The person and/or persons authorized to execute the contract on the part of the firm shall sign the transmittal letter.

5.5 Profile of Vendor or Service Provider

5.5.1 State whether the firm is local, regional or national.

5.5.2 State the location of the office from which the work will be done if the firm is awarded the contract.

5.6 Vendor or Service Provider's Staffing and Qualifications

5.6.1 Indicate the name of the person who will manage the review services as specified in this Request for Qualifications. Provide a brief resume of the manager's background, training and experience. Specifically discuss the manager's experience in managing school district reviews of the size and scope as specified herein.

5.6.2 Indicate the names of supervising vendors or service providers who will be assigned to the review of the School District. Provide a resume of the lead supervisor and all review team members, including educational training, experience and expertise in relation to the review of the District's Special Education programs, policies, practices and budget.

5.6.3 Indicate the levels and titles of other employees/agents (team members) who may be assigned to perform services under the contract. Include a resume that describes the types of work experience, background and education.

5.7 References

Provide a list of clients for whom your firm has provided related reviewing services in the past two (2) years. Indicate the scope of the reviews performed for each of the reference clients. Include the name of the client, address, telephone and the name of each client's manager. Also include the names of individuals serving for the vendor or service provider and their roles.

5.8 Vendor or Service Provider’s Approach to the Reviews

Prepare a work plan to accomplish the reviewing services as specified in this Request for Qualifications. The work plan shall include time estimates for each significant segment of the work, the number of staff to be assigned, the expertise of each of the staff/team members to be assigned, and any specialists who will be assigned.

5.9 Costs of the Services

Costs as specified in the submittal shall be based upon the scope of the work as specified herein. It is understood that if the scope of the work is increased and/or decreased the maximum costs as proposed will be adjusted upwards and/or downwards as appropriate. The supporting data for the maximum costs of the review services shall include the hours each of the staff will be assigned, and the hourly rate applicable to each level of staff assigned.

5.10 Additional Information

The preceding sections shall contain only the information requested. If vendor or service provider desires to present additional information, such additional information shall be presented in this Section of the RFQ. If there is no additional information to present, indicate “There is no additional information to present.”

5.11 Assurances

Vendor or service provider understands that the primary purpose of the review as specified herein is to conduct an independent review of the School District’s Special Education Programs, Policies, Practices and Budget, and provide a report as noted in Section 4. No extended services will be performed unless they are authorized by the School District and the agreement covering the work to be done has been amended to reflect such extended services.

Vendor or service provider shall certify that in accordance with reviewing standards and other applicable guidelines and regulations, the vendor or service provider will select the necessary procedures to test compliance and to disclose noncompliance with specified laws, regulations and contracts.

6. ANALYSIS AND EVALUATION OF SUBMITTALS

6.1 General

This Section, along with Sections 4 and 5 of the Request for Qualifications, describes the general procedures that will be utilized by the Superintendent during the evaluation and selection process. It is the intention of the School District to select a vendor or service provider who is deemed to best satisfy the requirements of this Request for Qualifications, taking into consideration all aspects of the RFQ response, including quality, and the anticipated cost of the services to be provided.

6.2 Elements of Evaluation of Submittals

6.2.1 Technical Factors

6.2.1.1 Responsiveness of the submittal in clearly stating an understanding of the work to be performed.

Superintendent will consider:

- Appropriateness and adequacy of proposed procedures
- Necessity of procedure

Reasonableness of time estimates
Expertise and appropriateness of assigned staff or team members
Timelines of expected completion

6.2.1.2 Technical experience of the firm

6.2.1.3 Qualifications of staff or team members, particularly prior school district review experience

6.2.2 Cost Factors

6.2.2.1 Cost of work to be performed

Cost will be a significant factor when all other evaluation criteria are relatively equal

6.3 Submittal Evaluation Method

The evaluation formula and the values assigned to the criteria that will be used by the Superintendent, and others if assigned, will be weighted. Total scores will be determined by adding the points received for technical qualifications (maximum 75 points) to the points received for the cost of the review (maximum 25 points).

6.4 Mandatory Criteria

A submittal will not be considered unless the vendor or service provider providing the submittal meets the following criteria:

6.4.1 The vendor or service provider must certify as to its technical ability to address the requirements of this RFQ.

6.4.2 The vendor or service provider must have a record of quality work.

6.5 Oral Presentations

The selection process may necessitate that one or more of the vendors/services providers make a presentation to a District review panel. At the conclusion of this process, the apparent successful vendor or service provider (once having reached agreement with the District on contract terms, conditions and price) will be requested to make a formal presentation to the Board of Education. The purpose of the presentation is to introduce the vendor or service provider's professional staff to the Board of Education and have its staff or team members briefly discuss their technical and management plans for the review services. This may occur on or before December 13, 2007.

6.6 Vendor or Service Provider Selection

Following the Superintendent's final selection of the apparent successful vendor or service provider, the Superintendent or designee will enter into negotiations regarding the provisions of the Agreement. If a satisfactory contract cannot be negotiated, the Superintendent may, in her sole discretion, begin contract negotiations with the second ranking vendor or service provider and terminate negotiations with the originally selector vendor or service provider.

The decision of the School District is final and is not subject to review. The School District may reject all submittals and negotiate with a single vendor or service provider when it is determined to be in the best interest of the School District to do so.

Multi-Year Financial Projection

Description	2006-07 ACTUALS	2007-08 PROPOSED	2008-09 PROJECTION	2009-10 PROJECTION
Revenue:				
Revenue Limit	64,085,029	65,032,563	66,080,565	66,637,129
Other Federal	191,727	80,000	80,000	80,000
Other State Apportionments	-	734,224	761,390	781,186
Class Size Reduction	3,242,381	3,267,278	3,300,931	3,350,445
Other State (Lottery...)	2,971,663	1,476,682	1,448,868	1,431,450
Meas. "Y" Exp. 6/30/11	3,912,376	3,921,000	4,038,630	4,159,789
All Other Local Income	11,616,542	10,772,576	10,759,393	10,967,541
Interfund Transfer In	8,031,647	500,000	500,000	500,000
LGFC	(13,914,829)	(16,753,298)	(17,004,597)	(17,259,666)
Meas. "S" Exp. 6/30/09	6,861,964	6,573,000	6,573,000	6,573,000
	86,998,501	75,604,026	76,538,180	77,220,872
Expenditure:				
Certificated Salary	44,514,529	44,281,233	45,166,858	46,070,195
Decrease 6.5 FTEs 08-09			(397,800)	(405,756)
Decrease 7 FTEs 09-10				(436,968)
Classified Salaries	10,654,601	10,691,268	10,851,637	11,014,412
Benefits 4%	15,389,052	15,653,579	16,225,025	16,813,943
Supplies/Books	814,728	901,283	896,894	896,894
Other Operational Costs	5,214,457	5,775,873	5,826,104	5,826,104
Capital Outlay	81,803	11,494	-	
Transfers	6,578	6,800	6,800	6,800
Indirect (1)	(470,516)	(912,465)	(850,000)	(850,000)
Debt Services (COPs)	21,029	22,253	22,253	22,253
Transfer Out	75,000	75,000	75,000	75,000
	76,301,261	76,506,318	77,822,770	79,032,876
Increase (Decrease) Fund Balance	10,697,240	(902,292)	(1,284,591)	(1,812,004)
Beginning	5,985,540	16,682,780	15,780,488	14,495,898
Fund Balance	16,682,780	15,780,488	14,495,898	12,683,894
Reserve- Revolving cash store	50,000	50,000	50,000	50,000
Total Reserve	16,632,780	15,730,488	14,445,898	12,633,894
3% Contingency Reserve	3,724,897	3,426,894	3,495,731	3,564,053
Unappropriated Balance	12,907,883	12,303,594	10,950,167	9,069,841

NOTES:

- 1) Indirect Rate will be changed from 2.45% to 5.29% in 2007-08, 2008-09 and 2009-10.
- 2) The current *Multi-Year Financial Projection* assumes a decline in enrollment in each of the next three years:
 - 2007-08: 181 students and 23.3 FTEs
 - 2008-09: 164 students and 6.5 FTEs
 - 2009-10: 181 students and 7 FTEs

SANTA MONICA-MALIBU USD
2006-07 LOCAL GENERAL FUND CONTRIBUTION (LGFC)

	2006-07 BUDGET	2006-07 ACTUALS	CHANGES
SPECIAL EDUCATION	9,999,441	9,221,989	(777,452)
SPECIAL EDUCATION TRANSPORTATION	612,876	443,438	(169,438)
TITLE II PART D: ENHANCING EDUCATION THROUGH TECHNOLOGY (<i>EETT</i>)	215,000	108,173	(106,827)
NATIONAL BOARD CERTIFICATION	60,000	18,730	(41,270)
MULTI-CULTURE PROGRAM	500,000	465,142	(34,858)
VALUED YOUTH PROGRAM	82,500	65,888	(16,612)
STUDENT OUTREACH PROGRAM-SAMOHI	223,399	428	(222,971) *
REGIONAL OCCUPATIONAL PROGRAM	8,700	8,700	-
BARNUM HALL	107,000	32,540	(74,460)
ON GOING MAINTENANCE PROGRAM	3,501,868	3,549,802	47,934
TOTAL CONTRIBUTION:	15,310,784	13,914,830	(1,395,954)

*Targeted Instructional Improvement Block Grant Program Funding (TIIG) used to help support this program

SPECIAL EDUCATION 5-YEAR COMPARISON

Attachment B1

	2002-03 ACTUALS		2003-04 ACTUALS		2004-05 ACTUALS		2005-06 ACTUALS		2006-07 ACTUALS		2007-08 BUDGET	
PUPIL COUNT					1594		1478	-7.3%	1356	-8.3%	1356	
SPECIAL DAY CLASS	398.76	4%	408.01	2%	432.02	6%	362.5	-16%	335.41	-7.5%	335.41	
NPS/ADA	58.45	-7%	56.16	-4%	60.24	7%	47.89	-21%	42.1	-12.1%	42.1	
SP ED MASTER PLAN												
REVENUE - 8311	6,486,590	-2%	6,319,907	-3%	6,332,759	0%	6,327,319	0%	6,394,699	1.1%	6,400,247	0.1%
ADA REVENUE -8091	2,177,872	9%	2,162,277	-1%	2,381,243	10%	2,070,803	-13%	2,033,202	-1.8%	2,124,307	4.5%
LGFC -8980	5,624,958	-4%	7,395,731	31%	7,578,536	2%	8,251,166	9%	9,157,348	11.0%	10,963,681	19.7%
OTHER	750	-59%	750	0%	5,225		108,234		153,234			
	14,290,170	-1%	15,878,665	11%	16,297,763	3%	16,757,521	3%	17,738,483	6%	19,488,235	10%
FEDERAL PROGRAMS												
REVENUE -	1,815,707	11%	2,213,490	22%	2,545,594	15%	2,559,305	1%	2,484,934	-2.9%	2,870,696	15.5%
LGFC	126,394	700%	103,898	-18%	91,971	-11%	227,992	148%	64,641	-71.6%	315,613	388.3%
SUBTOTAL:	1,942,101	18%	2,317,388	19%	2,637,565	14%	2,787,298	6%	2,549,575	-8.5%	3,186,309	25.0%
TOTAL:	16,232,272	1%	18,196,053	12%	18,935,328	4%	19,544,819	3.2%	20,288,058	3.8%	22,674,544	11.8%
TOTAL LGFC:	5,751,353	-2%	7,499,629	30%	7,670,508	2%	8,479,158	10.5%	9,221,989	8.8%	11,279,294	22.3%
Certificated FTES			105.70		107.80	2.0%	122.10	13.3%	125.70	2.9%	124.2	-1%
Classified FTES			100.61		103.77	3.1%	109.49	5.5%	132.00	20.6%	130.41	-1%
CERT. SALARIES	7,132,617	3%	7,263,981	2%	7,660,645	5%	8,494,088	11%	9,013,723	6%	9,457,291	5%
CLASS. SALARIES	3,253,709	10%	3,351,212	3%	3,553,586	6%	3,506,144	-1%	3,547,562	1%	4,224,426	19%
	2,374,042	10%	2,947,989	24%	2,977,063	1%	3,327,632	12%	3,498,347	5%	4,268,048	22%
SUPPLIES	97,044	-45%	99,745	3%	79,286	-21%	130,023	64%	136,322	5%	182,340	34%
OPERATION COST	3,373,789	-14%	4,524,033	49%	4,633,278	2%	4,082,059	-12%	3,925,706	-4%	4,532,983	15%
CONSULTANT	229,424	-54%	263,500	15%	479,031	82%	360,061	-25%	387,313	8%	469,765	21%
LEGAL COST	149,131	2%	319,917	115%	167,266	-48%	31,130	-81%	79,963	157%	180,000	125%
NPS CONTRACT	2,757,524	2%	2,922,487	6%	3,398,265	16%	2,656,080	-22%	2,463,586	-7%	3,000,000	22%
OTHER OPERATION	161,670	-64%	387,507	140%	270,191	-30%	319,132	18%	243,182	-24%	263,218	8%
LEGAL SETTLEMENTS	36,391	-30%	589,569	1520%	268,379	-54%	648,698	142%	751,661	16%	620,000	-18%
EQUIPMENT	-								8,151			
INDIRECT/SPECIAL SCH ADJ	-		9,269		10,800	17%	4,873		5,012		9,456	89%
TOTAL EXPENDITURE:	16,231,201	1%	18,196,229	12%	18,914,657	4%	19,544,819	3.3%	20,134,824	3.0%	22,674,544	12.6%

**SPECIAL EDUCATION
2007-2008**

ENROLLMENT	PROJECTED ENROLLED		NPS		
2005-06	426	354	47.89		
2006-07		337	42.12 (ESTIMATED)		
2007-08					
	2006-07	2006-07	2007-08	2007-08	
	FTEs	BUDGET	FTEs	BUDGET	CHANGES
REVENUES:					
REVENUE LIMIT /ADA REVENUE		2,033,310		2,124,307	90,997
FEDERAL REVENUE		2,589,072		2,589,072	-
APPORTIONMENT FROM SELPA		6,400,247		6,400,247	-
LGFC		9,987,031		11,560,918	1,573,887
TOTAL:	-	21,009,660	-	22,674,544	1,664,884
EXPENDITURES:					
CERTIFICATED SALARY					
TEACHERS – MONTHLY	104.000	6,862,462	105.500	7,293,333	430,871
TEACHERS, HOURLY		275,891		286,105	10,214
TEACHERS, SUB		109,372		96,500	(12,872)
PSYCHOLOGISTS, MONTHLY	12.100	1,119,266	11.100	1,028,792	(90,474)
BEHAVIORAL INTERVENTION SPEC	1.000	72,810	1.000	82,183	9,373
NURSES, MONTHLY	1.600	119,289	1.600	120,110	821
PSYCHOLOGISTS, HOURLY		13,902		15,000	1,098
NURSE, HOURLY		7,961		7,961	-
ASSISTANT SUPERINTENDENT	-	31,110			(31,110)
DIRECTOR, MONTHLY	1.000	69,304	1.000	118,807	49,503
COORDINATORS, CERT	4.000	403,723	4.000	408,500	4,777
TOTAL CERTIFICATED SALARY	123.700	9,085,090	124.200	9,457,291	372,201
CLASSIFIED SALARY					
INSTRUCTIONAL AIDES	108.766	2,500,097	108.930	2,998,574	498,477
INSTRUCTIONAL AIDES – HOURLY		262,411		235,002	
IA/INTENSIVE BEHAVIOR INTERVEN	3.000	80,044	3.750	100,795	20,751
CLERICAL	3.000	105,712	3.130	121,763	16,051
INTERPRETER/TRANSLTR	1.000	38,116	1.000	37,344	(772)
OCCUPATIONAL THERAPIST	6.000	497,735	6.000	497,735	-
SPECIAL SERVICES		61,986		63,600	1,614
CERT. OCCUPAT.THERAPY ASST	3.000	79,201	3.000	111,071	31,870
PHYSICAL THERAPIST	1.000	-	1.000	75,000	75,000
STUDENT ASSISTANT		24,495		21,317	(3,178)
OTHER CLASSIFIED	1.125	34,488	1.125	37,510	3,022
TOTAL CLASSIFIED:	126.891	3,684,285	127.935	4,299,711	615,426

Attachment B3

BENEFITS	3,574,114	4,297,389	723,275
BOOKS AND SUPPLIES	177,954	182,540	4,586
SERVICES AND OTHER OPERATING			
MILEAGE	21,000	22,150	1,150
CONFERENCE AND TRAVEL	21,530	18,514	(3,016)
DUES	4,300	1,800	(2,500)
LEASE	824	1,891	1,067
REPAIR	1,100	1,000	(100)
MAINTENANCE	2,237	1,237	(1,000)
INTRA FUND TRANSFER	15,301	11,350	(3,951)
CONSULTANT	481,600	480,000	(1,600)
LEGAL	100,000	100,000	-
NPA/NPA	2,937,500	3,000,000	62,500
OTHER OPERATING COST	183,624	185,641	2,017
LEGAL SETTLEMENTS	705,500	700,000	(5,500)
COMMUNICATION	9,200	9,200	-
SERVICES AND OTHER OPERATING COST	- 4,483,716	- 4,532,783	49,067
INDIRECT CHARGE	4,501	9,456	4,955
TOTAL:	250.591 21,009,660	252.135 22,779,170	1,769,510

\$104,626 AIDES' SALARIES ARE FUNDED BY EIA PROGRAM IN 2007-08 FISCAL YEAR. (5/3/07 BOARD)

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

REQUEST FOR QUALIFICATIONS (RFQ)

INDEPENDENT REVIEW OF THE DISTRICT'S SPECIAL EDUCATION PROGRAM, POLICIES, PRACTICES AND BUDGET

SUBMITTAL RESPONSE FORM TO ACCOMPANY WRITTEN REPORT

To: Santa Monica-Malibu Unified School District
1651 16th Street
Santa Monica, CA 90404-3891
Attention: Superintendent Dianne Talarico

From: _____

Although recognizing that the final terms, conditions and price for the work to be performed will be negotiated, the undersigned, having familiarized himself/herself with the terms and conditions of the submittal documents, hereby proposes and agrees to perform, within the time stipulated, the work to be done and to provide all labor and materials necessary to perform the work in connection with:

INDEPENDENT REVIEW SERVICES

1. PROPOSED CONTRACT PRICE

(Amount in Words)
(\$ _____)

2. It is understood that the School District reserves the right to reject this submittal and that this submittal will remain open and not be withdrawn for a period of thirty (30) days after the date scheduled for providing of submittals.

The names of all persons interested in the foregoing submittal as principals are as follows:

Name Title
Name Title
Name Title

Attachment C2

Date

Name of Firm

By _____
Signature of Authorized Agent

By _____
Signature of Authorized Agent

By _____
Signature of Authorized Agent

NOTE: If vendor or service provider is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officer or agents and the documents shall bear the corporate seal; if vendor or service provider is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if vendor or service provider is an individual, his/her signature shall be placed above.

TO: BOARD OF EDUCATION
 FROM: DIANNE TALARICO
 RE: SMALL SCHOOLS TASKFORCE UPDATE

INFORMATION
 10/04/07
UPDATE

INFORMATION ITEM NO. I.01

Establishing and managing a Small Schools Task Force is one of the Superintendent's Performance Targets for the 2007-08 school year. More information regarding the specific goals and milestones for this task force can be found under *Discussion Item No. D.02* in this agenda.

Below are the names of individuals who have expressed interest in and have agreed to serve on this task force. Careful consideration has been made to include major stakeholders from the district and community.

The first meeting of the committee will occur in early October (a date had not yet been finalized by the time this agenda went to print).

Name	Position	Affiliation
Dianne Talarico	Superintendent	District Office
Sally Chou	Chief Academic Officer	District Office
Jose Escarce	Board Member	Board of Education
Barry Snell	Board Member	Board of Education
Janie Gates	Principal	Olympic High School
Hugo Pedroza	Principal	Santa Monica High School
Mark Kelly	Principal	Malibu High School
Carrie Ferguson	Principal	Santa Monica Alternative School House (SMASH)
Lori Orum	Principal	Edison Language Academy
Samantha O'Neil		Santa Monica Chamber of Commerce
Marvin Martinez		Santa Monica College
Harry Keiley	President	Santa Monica-Malibu Classroom Teachers Association (SMMCTA)
TBD	Representative	Service Employees International Union (SEIU)
TBD	Parent	Olympic High School
TBD	Parent	Santa Monica High School
TBD	Parent	Malibu High School

Lisa Proft	Parent	Edison Language Academy
Bill Ring	Parent, LAUSD	Served on LAUSD's Small Schools Task Force
TBD	Student	Olympic High School
TBD	Student	Santa Monica High School
TBD	Student	Malibu High School
TBD	Teacher	Olympic High School
TBD	Teacher	Santa Monica High School
<u>Rebel Harrison</u>	<u>ROP Coordinator</u>	<u>Santa Monica High School</u>
TBD	Teacher	Malibu High School